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John McGarva
Sheriff - Coroner

To: Lassen County Board of Supervisors

From: Amy Foster, Lieutenant *AF 302*

Re: Jail Medical Services

Agenda Date: July 23rd, 2024

Discussion:

On November 14th, 2023 The Lassen County Board of Supervisors awarded an RFP to Wellpath. The Wellpath proposal included health care services for incarcerated adults in the Lassen County Jail. The board authorized the County Administrative Officer to begin negotiating with Wellpath to develop a formal contract. The Sheriff's Office, County Counsel's Office, and the CAO's Office; in conjunction with Wellpath have developed a comprehensive agreement. The term of the proposed agreement is the period of July 1, 2024 through June 30, 2027.

This proposal will meet the minimum requirements for adult inmates as prescribed in the California Code of Regulations, Title 15. However, it is important to note the continuous changes in this area of law. Inmate health care is heavily litigated. Accordingly, there have been many court interpretations that have continually raised the expectations for inmate health services. The standard of care for inmates is a constantly changing. Although this contract is sufficient by "today's" standard, it is impossible to predict when that standard will change. If (when) that occurs, this contract may need to be modified to meet higher expectations.

The contract has been reviewed and approved by the office of County Counsel.

Fiscal Impact: From Public Safety-Sheriff Jail Fund/Budget Unit no. 130-0526 estimated cost of \$1,996,468 for the first year with an annual increase of 4% for each subsequent year.

Recommendation: Authorize the CAO to sign the contract.

AGREEMENT FOR JAIL HEALTH CARE SERVICES
at Lassen County, California
Effective July 1, 2024 through June 30, 2027

This Agreement for Jail Health Care Services (hereinafter, the "Agreement") entered into by and between the County of Lassen, a political subdivision in the State of California (hereinafter, the "Client"), acting by and through its duly elected Board of County Commissioners, (hereinafter, the "Board") and California Forensic Medical Group, Inc. (hereinafter, "Company"), a California professional corporation.

RECITALS

WHEREAS, the Client is charged by law with the responsibility for administering, managing, and supervising the health care delivery system of the Lassen County Jail located at 1405 Sheriff Cady Lane, Susanville, California 96130 (hereinafter, "Jail"); and

WHEREAS, the objective of the Client is to provide for the delivery of quality health care to the Inmates and Detainees of the Jail (hereinafter, "Jail Population"), in accordance with applicable law; and

WHEREAS, Company is in the business of administering correctional health care services and desires to administer such services on behalf of the Client to the Jail Population under the terms and conditions hereof.

NOW, THEREFORE, in consideration of the covenants and promises hereinafter made, the Parties hereto agree as follows:

DEFINITIONS

"As Soon As Possible" – This reference shall mean as soon as the staffing pattern provided for herein, the Client's level of custody staff, and conditions within the Client's custody facility all taken together permit, at all times it being understood that Company cannot provide services without reasonably timely and secure access to patients.

Company Chief Clinical Officer– Company's Chief physician or their designee who is vested with certain decision making duties under this Agreement.

Client Inmates/Detainees – An Inmate/Detainee held under the jurisdiction of the Client. Client Inmates/Detainees may be housed in the Jail or in another jurisdiction's correctional facility. However, Client Inmates/Detainees housed in another jurisdiction are not covered by the provisions of this Agreement unless Company administers health care services at the other jurisdiction's facility and is specifically set forth below.

Contract Year – The initial, and any successive, twelve (12) month period beginning with the effective date of the Agreement.

Covered Persons – An Inmate/Detainee of the Jail who is: (1) part of the Jail's MADP; and (2) Fit for Confinement; and (3)(a) incarcerated in the Jail; or (b) on work release status. NOTE: Covered Persons include Other Client Inmates/Detainees for purposes of delivery of basic health care services, however, the cost of certain services provided to Other Client Inmates/Detainees are borne by the Client as set forth in Section 5.0.

Detainee – An adult or juvenile individual whose sentence has not yet been adjudicated and is held as a pre-trial detainee or other individual held in lawful custody.

Fit for Confinement – A determination made by a Company authorized physician that an Inmate/Detainee is medically stable and has been medically cleared for acceptance into the Jail. Such determination shall only be made after resolution of any injury or illness requiring immediate transportation and treatment at a hospital or similar facility.

Health Assessment – A health assessment conducted by a qualified nurse or Provider, with the consent of a Covered Person, within fourteen (14) days of the Covered Person's booking into the facility.

Health Care Staff – Medical, mental health and support staff provided or managed by Company.

Hospitalization – Admission of a Covered Person to a licensed health care facility for inpatient treatment.

Inmate – An adult or juvenile individual who is being incarcerated for the term of their adjudicated sentence.

Laws – Any applicable federal, state, or local statutes, codes, ordinances, regulations or court rules and orders.

Licensed Independent Practitioner – An advanced level healthcare professional such as a Nurse Practitioner, Physician Assistant, or Clinical Nurse Specialist.

Long term care- Admission of a Covered Person to a health facility which provides acute, sub-acute, rehabilitation, congregate care or supportive healthcare services, including but not limited to assisted living facilities, nursing homes, congregate care facilities, independent living facilities, or memory care facilities. Long term care also includes any of the aforementioned services provided to a Covered Person in a home-based setting.

Medical Record – A record of the care and treatment provided to a Covered Person which is generated or housed at the Facility and does not include materials, documents, or records which are subject to an evidentiary privilege, designated or considered Patient Safety Work Product, or otherwise deemed confidential pursuant to the Federal Patient Safety and Quality Improvement Act of 2005, 42 USC 299b-22.

Monthly Average Daily Population (MADP) – The average number of Inmates/Detainees housed in the Jail on a daily basis for the period of one month. The MADP shall include, but separately list, Other Client Inmates/Detainees. The MADP shall be figured by summing the daily population for the Jail and Other Client Inmates/Detainees (as determined by a count performed at the same time each day) for each day of the month and dividing this sum by the total number of days in the month. Jail records shall be made available to Company upon request to verify the MADP. Persons on home confinement, housed outside of the Jail, and parolees and escapees shall not be considered part of the Jail's MADP.

NCCHC – The National Commission on Correctional Health Care.

Other Client Inmate/Detainee – An Inmate/Detainee under the jurisdiction of another Client, state or federal agency, who is being housed in the Jail.

Provider - A physician or Licensed Independent Practitioner employed by or contracted with Company providing services under this Agreement.

Receiving Screening - A health screening conducted, with the consent of a Covered Person, after the Covered Person is booked into the Correctional Facility by Client personnel.

Specialty Services – Medical services that require Providers to be trained and/or certified in a specialty such as obstetrics, gynecology, or dermatology or other specialized field of medicine, excluding services that are otherwise provided for in this Agreement.

Utilization Management – Care management services provided by the Company or an affiliate, which includes prior-authorization, concurrent review, retrospective review, denials and claims reconsideration.

ARTICLE I
HEALTH CARE SERVICES

- 1.0 SCOPE OF SERVICES. Company shall administer health care services and related administrative services at the Jail according to the terms and provisions of this Agreement. The costs of the various health care services shall be borne by Company or the Client as set forth in this Article.
- 1.1 GENERAL HEALTH CARE SERVICES. Company will arrange and bear the cost of the following health care services:
 - 1.1.1 RECEIVING SCREENING. A receiving screening of a Covered Person shall be performed as soon as possible after the Covered Person's booking into the Jail, not to exceed 24 hours after the Covered Person's arrival at the Jail.
 - 1.1.2 HEALTH ASSESSMENT. A health assessment of a Covered Person shall be performed as soon as possible, but no later than fourteen (14) calendar days after the Inmate/Detainee's arrival at the Jail. The health assessment shall follow current NCCHC guidelines.
 - 1.1.3 SCHEDULED SICK CALL. A qualified healthcare professional shall conduct sick calls for Covered Persons on a timely basis and in a clinical setting. A Physician Extender will be available to see Covered Persons at least once per week.
 - 1.1.4 TELEHEALTH. Health services may be provided via Telehealth, in accordance with the Laws of California, when deemed appropriate by Company personnel with managerial authority and when approved in writing by the Jail Commander or their designee.
- 1.2 AMBULANCE SERVICE. Company shall be responsible for the provision and cost of any ambulance services, subject to the financial limitations in Section 1.19 below.
- 1.3 BODY CAVITY SEARCHES/COLLECTION OF PHYSICAL EVIDENCE. Company Health Care Staff will not perform body cavity searches, nor collect physical evidence (blood, hair, semen, saliva, etc.).
- 1.4 DENTAL. Company shall arrange and bear the cost of off-site dental services of all Covered Persons, subject to the financial limitations described in Section 1.19 below.
- 1.5 ELECTIVE MEDICAL CARE - NOT COVERED. Company shall not be responsible for the provision or cost of any elective care. In the event a member of the Jail Population requires elective care, the Inmate/Detainee or Client shall be responsible for all costs. Elective medical care shall be defined as care which, if not provided, would not, in the sole opinion of Company's Chief Clinical Officer or designee, cause the Inmate/Detainee's health to deteriorate or cause harm to the Inmate/Detainee's wellbeing. Decisions concerning elective medical care shall be consistent with the applicable American Medical Association (AMA) Standards.

- 1.6 HOSPITALIZATION. Company shall be responsible for the provision and cost of any hospitalization services, subject to the financial limitations described in Section 1.19 below. Company agrees to cooperate with Client to facilitate Medi-Cal eligibility and enrollment for eligible patients, as it relates to inpatient hospital stays.
- 1.7 LONG TERM CARE – NOT COVERED Company shall not be responsible for the provision or cost of any long-term care facility services. In the event that a member of the Jail Population requires skilled care, custodial care or other services of a long term care facility, the Client shall bear the cost.
- 1.8 BEHAVIORAL HEALTH CARE. Company shall arrange and bear the cost of on-site mental health services for Covered Persons which shall include evaluations, referrals, crisis management, suicide intervention, individual therapy, basic community linkage, and continuity of care. Company shall be responsible for the provision or cost of any off-site or inpatient mental health services, subject to the financial limitations described in Section 1.19 below.
- 1.9 PATHOLOGY/RADIOLOGY SERVICES. Company shall be responsible for the provision and cost of any professional or technical component pathology or radiology services, subject to the financial limitations described in Section 1.19 below.
- 1.10 PREGNANT COVERED PERSONS. Company shall arrange and bear the cost of on-site health care services for any pregnant Covered Person in accordance with NCCHC standards and this Agreement, but Company shall not arrange or bear the cost of any health care services for newborns or infants. To the extent off-site health care services are required for any pregnant Covered Person, Company shall make arrangements for rendering such care, and the cost of such off- site services shall be subject to the financial limitations described in Section 1.19 below.
- 1.11 SPECIALTY SERVICES. Company shall be responsible for the provision and cost of any specialty services, subject to the financial limitations described in Section 1.19 below.
- 1.12 VISION CARE. Company shall be responsible for the provision of eyeglasses and any other vision services, including care for eye injuries or diseases, subject to the financial limitations described in Section 1.19 below.
- 1.13 ADDICTION MEDICINE TREATMENT. Company shall be responsible for the provision and cost of any medication-assisted addiction treatment services, although pharmaceuticals utilized in the provision of medication-assisted addiction treatment services shall be subject to the financial limitations described in Section 1.19 below.
- 1.14 OFFICE EQUIPMENT. Company shall not be responsible for the provision or cost of any office equipment. The Client shall be responsible for providing office equipment, such as copier, fax secure high speed internet and phone service required for the administrative operation of the medical unit.
- 1.15 OFFICE SUPPLIES. Company shall be responsible for providing reasonable office supplies such as books, medical record folders, and forms as required for the administrative operations of the medical unit.

- 1.16 MEDICAL SUPPLIES/EQUIPMENT OF \$500 OR LESS. Company shall provide and bear the cost of medical supplies (i.e. alcohol prep pads, syringes, etc.) and equipment (i.e. thermometers, scales, etc.) required to administer the services required by the terms of the Agreement, which have a unit cost of \$500 or less. Medical supplies or equipment which have a unit cost of greater than \$500 shall be the responsibility of the Client.
- 1.17 MEDICAL WASTE. Company shall arrange and bear the cost of removing and properly disposing of medical waste material generated while fulfilling its duties under this Agreement in accordance with applicable laws/rules.
- 1.18 PHARMACY SERVICES. Company shall provide monitoring of pharmacy usage as well as a Preferred Medication List. Except as provided below, Company shall bear the cost of all prescription and non-prescription over-the-counter medications prescribed by a duly licensed Company Provider for a Covered Person. Costs under this Section shall be included in the Cap Amount listed in Section 1.19.
- 1.18.1 GENERAL. Prescribing, dispensing, and administering of medication shall comply with all State and Federal laws and regulations and all medications shall be dispensed under the supervision of a duly authorized, appropriately licensed or certified Provider.
- 1.19 FINANCIAL LIMITATIONS. Company's maximum liability for costs associated with the provision of off-site medical services, pharmacy services or other healthcare services which include, but are not limited to, the services in Paragraphs 1.2, 1.4, 1.6, 1.8, 1.9, 1.11, 1.12, and 1.18 shall be \$200,000.00 in the aggregate per Contract Year, to be pro-rated for any partial contract years (the "Cap Amount"). Costs for any medical or other health services, as set forth above, which are provided to Inmates/Detainees during the Contract Year which are in excess of the Cap Amount shall be the responsibility of the Client. When the Cap Amount for the Contract Year is reached, Company will continue to provide utilization management, extend all provider discounts to the Client and pay these expenses on behalf of the Client, as long as the Client remains current with payments due under this Agreement. If the Cap Amount for the Contract Year is not reached, Client shall be credited the unused portion of the Cap Amount for that Contract Year. Amounts paid by Company which are over the Cap Amount will be periodically reconciled with the Client pursuant to Paragraph 8.1.

ARTICLE II
HEALTH CARE STAFF

- 2.0 STAFFING HOURS. Company shall provide or arrange for the provision of qualified and competent Health Care Staff necessary to render the health care services contemplated in Article I as set forth in the staffing plan set forth in Exhibit A, attached hereto and made a part hereof. Company reserves the right to assign the staff in Exhibit A to shift coverage as necessary based on operation needs to provide the health care services under this Agreement.
- 2.0.1 Additional hours may be provided if mutually agreed upon by both Parties in writing.
- 2.0.2 Company shall provide or arrange for the provision of a qualified and competent on-call Provider available by telephone or pager 24 hours per day and 7 days per week.
- 2.0.3 Company shall make reasonable efforts to supply the staffing levels contained in this section, however, failure to continuously supply all of the required staffing due to labor market demands or other factors outside the control of Company, after such reasonable

efforts have been made, shall not constitute a breach of this Agreement unless staff levels are not resumed within 60 days of the deficiency.

- 2.0.4 On a quarterly basis, Company will provide a reconciliation report to Client which details the total number of hours worked during the quarter, by job classification. Company shall provide Client with a credit for any unworked hours during the quarter, based on the total number of hours worked in the quarter versus the total hours required by the Staffing Matrix during the same period. The amount of the credit shall equal the total of hourly wages of unworked hours, per job classification. The credit shall be applied to the next invoice provided to Client by Company, following the quarterly reconciliation report.
- 2.1 STAFFING LEVELS WAIVER. Based on actual staffing needs as affected by medical emergencies, riots, increased or decreased Inmate/Detainee population, and other unforeseen circumstances, certain increases or decreases in staffing requirements may be waived as agreed to by the Client and Company.
- 2.2 STAFF SCREENING. The Client shall timely screen Company's proposed Health Care Staff, employees, agents and/or subcontractors providing services at the Jail to ensure they do not constitute a security risk. The Client shall have final approval of Company's Health Care Staff, employees, agents and/or subcontractors in regards to security/background clearance, but shall not unreasonably delay or withhold such approval. Client represents and warrants that it will provide any such screenings in good faith and in accordance with any and all applicable Laws.

ARTICLE III
ADMINISTRATIVE SERVICES

- 3.0 UTILIZATION MANAGEMENT. Company shall provide utilization management services as set forth in Article I, on behalf of the Client. Company will follow applicable Laws and make reasonable efforts to obtain provider discounts and will keep the Client apprised of its Utilization Management practices.
- 3.1 HEALTH AND MENTAL HEALTH EDUCATION AND TRAINING. Company shall conduct an ongoing health and mental health education and training program for the Client Deputies and Jailers in accordance with the needs mutually established by the Client and Company.
- 3.2 QUARTERLY REPORTS. As requested by the Client, Company shall submit quarterly health care reports concerning the overall operation of the health care services program rendered pursuant to this Agreement and the general health of the Jail Population. Any and all such reports shall be kept confidential to the extent allowed by Law.
- 3.3 QUARTERLY MEETINGS. As requested by the Client, Company shall meet quarterly, or as soon thereafter as possible, with the Client, or designee, concerning health care services within the Jail and any proposed changes in health-related procedures or other matters, which both Parties deem necessary.
- 3.4 MEDICAL RECORDS MANAGEMENT. Company shall provide the following medical records management services:
- 3.4.1 MEDICAL RECORDS. Company Health Care Staff shall maintain, cause or require the maintenance of complete and accurate medical records for Covered Persons who have received health care services. Medical records shall be kept separate from Covered Person's

confinement records. A complete copy of the individual medical record shall be available to accompany each Covered Person who is transferred from the Jail to another location for off-site services or transferred to another institution. Company will keep medical records confidential and shall not release any information contained in any medical record except as required by published Jail policies, by a court order or by applicable law. Upon termination of this Agreement, all medical records shall be delivered to and remain with the Client, as the Client's property.

3.4.2 COMPLIANCE WITH LAWS. Each medical record shall be maintained in accordance with the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), and any other applicable state or federal privacy statute or regulation.

3.4.3 RECORDS AVAILABILITY. As needed to administer the terms of this Agreement, Company shall make available to Client, unless otherwise specifically prohibited, at Client's request, all records, documents and other papers relating to the direct delivery of health care services to the Jail Population hereunder. Company shall not be required to make available records which are privileged under applicable state or federal Laws, with the exception that the Client may access patient medical records related to the direct delivery of health care services to the Jail Population, but only as permitted by state and federal law.

ARTICLE IV
PERSONS COVERED UNDER THIS AGREEMENT

4.0 GENERAL. Except as otherwise provided in this Agreement, Company shall only be required to arrange for health care services under this Agreement to be provided to Covered Persons.

4.1 EMERGENCY MEDICAL CARE FOR JAIL EMPLOYEES AND VISITORS. Company shall arrange for on-site first response emergency medical care as required for Jail employees, contractors and visitors to the Jail. The medical treatment shall be limited to the extent reasonably necessary to stabilize and facilitate the individual's referral to a medical facility or personal physician. The indemnity provisions set forth in Section 10 shall not apply to services rendered pursuant to this Section 4.1.

4.2 RELEASE FROM CUSTODY. The Client acknowledges and agrees that Company is responsible for the payment of costs associated with services rendered to Covered Persons as set forth in this Agreement only when such persons remain in the custody of, or under the jurisdiction of, the Jail. In no event shall Company be responsible for payment of any costs associated with any services rendered to any individual when said individual is released from the custody of, or no longer under the jurisdiction of, the Jail including, but not limited to, releasees, parolees and escapees. Furthermore, in no event shall Company be responsible for payment of costs associated with any medical services rendered to a Covered Person when said Covered Person is injured outside the Jail facility during transport to or from the Jail.

ARTICLE V
PERSONS NOT COVERED OR PARTIALLY COVERED UNDER THIS AGREEMENT

5.0 OTHER CLIENT INMATES/DETAINEES. Company shall only be responsible for arranging health assessments, sick call, over-the counter medications, medical supplies and medical waste services for Other Client Inmates/Detainees. The cost of all prescription medication and all other health care expenses shall be paid by the agency responsible for the Other Client Inmate/Detainee,

including those services listed in Article I of this Agreement and all other medically-related expenses associated with Other Client Inmates/Detainees.

- 5.1 CLIENT INMATES/DETAINEES HOUSED IN OTHER JURISDICTIONS OR OUTSIDE THE JAIL. Company shall not be responsible for arranging the medical care or treatment for Client Inmates/Detainees housed in other counties or jurisdictions, nor shall it be responsible for arranging the medical care or treatment for Client Inmates/Detainees who are on home detention or any other form of supervised release. The Client or other agency with legal responsibility for the medical care of such persons shall be responsible for all medical expenses associated with the care and treatment of Client Inmates/Detainees removed from the Jail, including, but not limited to the services listed in Article I of this Agreement and any other health care related expenses associated with said Inmates/Detainees, unless the Inmate/Detainee is housed in a facility where Company provides Inmate/Detainee health care services. Company shall not be responsible for arranging the medical care or treatment for Client Inmates/Detainees housed outside the Jail.
- 5.2 INJURIES PRIOR TO INCARCERATION, FIT FOR CONFINEMENT, AND ESCAPED INMATES/DETAINEES. Company shall not be responsible for the cost of providing off-site medical care for injuries incurred by an arrested person prior to incarceration at the Jail or during an escape or escape attempt, including, but not limited to, medical services provided to any arrested person prior to the person's booking and confinement in the Jail. In addition, Company shall not be responsible for the cost of any medical treatment or health care services necessary to medically stabilize any arrested person presented at intake by an arresting agency with a life-threatening injury or illness or in immediate need of emergency medical care. Company shall provide such care as is medically necessary until the arrested person can be transported to a medical care facility by the arresting agency or their designee. The arresting authority or the Client shall bear the cost of, and be responsible for, all reasonable and necessary medical services or health care services of the individual until such time as the arresting authority can present a medically stable individual that is Fit for Confinement. To the extent Company is billed for medical services provided to an individual who is not Fit for Confinement the Client shall reimburse Company for all such costs. Company shall not charge an additional fee simply to examine an individual to determine if he is suitably Fit for Confinement.

ARTICLE VI
COST OF SERVICES NOT COVERED UNDER THIS AGREEMENT

- 6.0 SERVICES NOT LISTED. Both Parties understand and agree that there will be costs incurred for health care related services as outlined in Articles I, II and III above. Company shall not be responsible for any expenses not specifically covered under Articles I, II and III of this Agreement. In the event that any of the health care services not covered by Company under Articles I, II and III, or any services that are not listed within this Agreement, are required for a member of the Jail Population as a result of the medical judgment of a physician or Company authorized personnel, Company shall not be responsible for arranging such services and the cost of such services shall be billed directly to the Client.
- 6.1 SERVICES BEYOND THE SCOPE OF THIS AGREEMENT. Both Parties understand and agree that there are certain occurrences, both beyond the control and within the control of the Parties, that may result in health care expenses which are outside the scope of the normal operation of a correctional facility and, therefore, outside the contemplated scope of services under this Agreement. While both Parties will act in good faith and endeavor to reduce the possibility of such occurrences, in the unlikely event of an occurrence such as an Act of God, , explosion, fire, food poisoning, or any other catastrophic event caused by the action of the Client or its employees,

agents or contractors, which results in medical care for the Jail Population, Jail staff, visitors, or contractors, Company shall not be responsible for costs attributable to such catastrophic event and all such costs shall be borne by the Client. Notwithstanding the above, Company shall be responsible for medical costs under this Agreement associated with such an event only if such an event was caused solely by Company.

ARTICLE VII
CLIENT'S DUTIES AND OBLIGATIONS

- 7.0 COMPLIANCE WITH HIPAA/STATE HEALTH INFORMATION PRIVACY LAWS. The Client, Jail, and their employees, agents and subcontractors shall comply HIPAA and any State health information privacy laws, to the extent they are applicable. The Client shall implement policies and/or procedures in compliance with such laws.
- 7.1 RECORD ACCESS. During the term of this Agreement, and for a reasonable time following the termination of this Agreement, to the extent permitted by law, the Client shall provide Company, at Company's request, the Client, and/or Jail's records (including medical records) relating to the provision of health care services to the Jail Population, including records maintained by hospitals, and other outside health care providers involved in the care or treatment of the Jail Population (to the extent the Client and/or Jail has control of, or access to, such records). Company may request such records in connection with the investigation of, or defense of, any claim by a third party related to Company's conduct or to prosecute a claim against a third party. Any such information provided by the Client to Company that the Client considers confidential shall be kept confidential by Company and shall not, except as may be required by law, be distributed to any third party without prior written approval by the Client.
- 7.2 USE OF INMATES/DETAINEES IN THE PROVISION OF HEALTH CARE SERVICES. Inmates/Detainees of the Jail shall not be employed or otherwise engaged or utilized by either Company or the Client in rendering any health care services to the Jail Population, provided however, that Inmates/Detainees may be used in positions not involving the rendering of health care services directly to the Jail Population and not involving access to Jail Population records in accordance with NCCHC standards.
- 7.3 SECURITY OF THE JAIL FACILITY AND COMPANY. Company and the Client understand that adequate security services are necessary for the safety of the agents, employees, and subcontractors of Company, as well as for the security of the jail population and Client's staff, consistent with a correctional setting. The Client shall provide security sufficient to enable Company, its Health Care Staff, employees, agents and/or subcontractors to safely provide the health care services described in this Agreement. Company, its Health Care Staff, employees, agents and/or subcontractors shall follow all security procedures of the Client while at the Jail or other premises under the Client's direction or control. However, any Company Health Care Staff, employee, agent and/or subcontractor may, at any time, refuse to provide any service required under this Agreement if such person reasonably feels that the current safety services are insufficient. Company shall not be liable for any loss or damages resulting from Company's Health Care Staff, employees, agents and/or subcontractors' failure to provide medical services due to insufficient security services.
- 7.4 CLIENT'S POLICIES AND PROCEDURES. Company, its Health Care Staff, employees, agents and/or subcontractors shall operate within the requirements of those of Client's posted security Policies and Procedures which impact the provision of medical services.

- 7.4.1 A complete set of said Policies and Procedures shall be maintained by the Client and made available for inspection by Company at the Jail, and Company may make a reasonable number of copies of any specific section(s) it wishes using the Client's photocopy equipment and paper.
- 7.4.2 Any Policy or Procedure that may impact the provision of health care services to the Jail Population which has not been made available to Company shall not be enforceable against Company unless otherwise agreed upon by both Parties in writing, in advance.
- 7.4.3 Any modification of the posted Policies and Procedures shall be timely provided to Company. Company, its Health Care Staff, employees, agents and/or subcontractors shall operate within the requirement of a modified Policy or Procedure after such modification has been made available to Company.
- 7.4.4 If any of the Client Policies and Procedures specifically relate to the delivery of medical services, the Client's representative and Company shall review the Client Policies and Procedures and modify or remove those provisions that conflict with Company's Correctional Health Care Policies and Procedures.
- 7.5 **DAMAGE TO EQUIPMENT.** Company shall not be liable for loss of or damage to equipment and supplies of Company, its agents, employees or subcontractors if such loss or damage was caused by the negligence of the Client Client's employees.
- 7.7 **SECURE TRANSPORTATION.** The Client shall provide security as necessary and appropriate in connection with the timely transportation of Covered Persons to and from off-site services including, but not limited to, Specialty Services, hospitalization, pathology and radiology services as requested by Company. Company shall coordinate with the Client for transportation to and from the off-site services provider or hospital. The Indemnity Provisions shall not apply to claims arising out of the actions or omissions of the Client's employees, contractors, or agents during the provision of secure transportation services pursuant to this Section 7.7, nor shall the Indemnity Provisions apply for claims arising out of Client's failure to provide secure transportation services Covered Persons on a timely basis.
- 7.8 **OFFICE EQUIPMENT AND SUPPLIES.** The Client shall provide use of Client-owned office equipment, supplies and all necessary utilities (including telephone and fax line service) in place at the Jail health care facilities unless otherwise stated in Paragraph 1.14. At the termination of this Agreement, Company shall return to the Client's possession and control of all Client- owned medical and office equipment. At such time, the office equipment shall be in good working order, reasonable wear and tear excepted.
- 7.9 **NON-MEDICAL CARE OF JAIL POPULATION.** It is understood that the Client shall provide for all the non-medical personal needs and services of the Jail Population as required by law. Company shall not be responsible for providing, or liable for failing to provide, non-medical services to the Jail Population including, but not limited to, daily housekeeping services, dietary services, building maintenance services, personal hygiene supplies and services and linen supplies.
- 7.10 **JAIL POPULATION INFORMATION.** In order to assist Company in providing the best possible health care services to Covered Persons, the Client shall provide, as needed, information pertaining to the Covered Person that Company and the Client mutually identify as reasonable and necessary for Company to adequately perform its obligations under this Agreement.

- 7.11 **PRIVACY/RECORDING.** The Client shall not, and shall not permit, the recording or filming, by third parties, of Company staff and/or the medical treatment of any member of the Jail Population, including medication passes, or any medical treatment that occurs in or outside of the Jail healthcare facilities. In the event that the Client plans to permit recording or filming by a third party inside of the Jail, Company shall be provided with fourteen (14) days' advance written notice of any such activity, and such recording/filming by a third party must comply with the terms of this Section of the Agreement. Any recordings that capture the provision of medical treatment to the Covered Persons shall be considered confidential and privileged and not subject to disclosure as a public record. This section is not intended to forbid or inhibit the operation of Jail security cameras, body worn cameras or other recording by the client in the courts or Jail operations or inmate management.

ARTICLE VIII
COMPENSATION AND ADJUSTMENTS

- 8.0 **ANNUAL AMOUNT/MONTHLY PAYMENTS.** The base amount to be paid by the Client to Company is \$1,996,468 for a period of 12 months, payable in equal monthly installments. Each monthly installment shall be at \$166,372.33, pro-rated for any partial months and subject to any reconciliations as set forth below. The first monthly amount is to be paid to Company on August 1, 2024 for services administered in the month of July, 2024. Each monthly payment thereafter is to be paid by the Client to Company before or on the 1st day of the month of the month of service.
- 8.1 **QUARTERLY RECONCILIATION PROCESS.** Company will provide a quarterly reconciliation with the Client for any amounts owed by either Party pursuant to the terms of this Agreement, including, but not limited to:
- 8.1.1 **ADJUSTMENT FOR MADP.** For each month reconciled, if the Jail's MADP is greater than 120 Inmates/Detainees, the compensation payable to Company by the Client shall be increased by the number of Inmates/Detainees over 120 at the per diem rate of \$2.12. If the Jail's MADP is less than 100 Inmates/Detainees, the Company shall credit the Client at the per diem rate of \$2.12 per Inmate/Detainee below 100.
- 8.1.2 **ADJUSTMENTS FOR COSTS IN EXCESS OF CAP AMOUNTS.** The quarterly reconciliation shall include any amounts paid by Company in excess of the financial limits listed in this Agreement. The compensation payable to Company by the Client shall be increased by any costs paid by Company in excess of the financial limits listed in Paragraph 1.19.
- 8.2 **PAYMENT DURING NEGOTIATIONS.** Client shall continue to pay Company the current contracted rate if the agreement lapses while negotiations of an amendment or renewal are ongoing. Upon execution of the amendment or renewal, Client and Company shall reconcile any amounts paid or due as may be necessary, in accordance with Section 8.1 above.

ARTICLE IX
TERM AND TERMINATION

- 9.0 **TERM.** The term of this AGREEMENT shall be for three (3) years from July 1, 2024 at 12:01 a.m. through June 30, 2027 at 11:59 p.m. This Agreement allows for two additional one-year mutual options beginning July 1, 2027 through June 30, 2028 and July 1, 2028 through June 30,

2029 with mutually agreed upon increases, unless this Agreement is terminated or notice of termination is given, as set forth in this Article.

9.0.1 RENEWAL. Upon each subsequent renewal of this Agreement pursuant to Paragraph 9.0, the Parties shall negotiate an increase in accordance with CPI , but not less than 4.0% of the annual amount as defined in Paragraph 9.0.1.1.

9.0.1.1 CPI INCREASES. A CPI increase shall be calculated by multiplying the annual amount of the previous year by a fraction, the numerator of which is the Price Index for a defined month prior to the renewal date, and the denominator of which is the Price Index for the same month for the year immediately preceding the Agreement renewal date. However, the annual amount due for any year will not be less than 104% of the annual amount for the prior year. The "Price Index" is defined as the Consumer Price Index – All Urban Consumers, U.S. City Average, Medical Care Services (1982-84=100), published by the Bureau of Labor Statistics of the U.S. Department of Labor.

9.1 TERMINATION FOR LACK OF APPROPRIATIONS. It is understood and agreed that this Agreement shall be subject to annual appropriations by the Client.

9.1.1 Recognizing that termination for lack of appropriations may entail substantial costs for Company and the Client shall act in good faith and make every effort to give Company reasonable advance notice of any potential problem with funding or appropriations.

9.1.2 If future funds are not appropriated for this Agreement, and upon exhaustion of existing funding, the Client may terminate this Agreement without penalty or liability, by providing a minimum of thirty (30) days advance written notice to Company.

9.2 TERMINATION FOR CAUSE. The Agreement may be terminated for cause under the following provisions:

9.3.1 TERMINATION BY COMPANY. Failure of the Client to comply with any provision of this Agreement shall be considered grounds for termination of this Agreement by Company upon sixty (60) days advance written notice to the Client specifying the termination effective date and identifying the "basis for termination." The Client shall pay for services rendered up to the date of termination of the Agreement. Upon receipt of the written notice, the Client shall have ten (10) days to provide a written response to Company. If the Client provides a written response to Company which provides an adequate explanation for the "basis for termination" and the Client cures the "basis for termination" to the satisfaction of the Company, the sixty (60) day notice shall become null and void and this Agreement will remain in full force and effect. Termination under this provision shall be without penalty to Company.

9.3.2 TERMINATION BY CLIENT. Failure of Company to comply with any provision of this Agreement shall be considered grounds for termination of this Agreement by the Client who shall provide sixty (60) days advanced written notice specifying the termination effective date and identifying the "basis for termination." The Client shall pay for services rendered up to the date of termination of the Agreement. Upon receipt of the written notice Company shall have ten (10) days to provide a written response to the Client. If Company provides a written response to the Client which provides an adequate explanation for the

“basis of termination,” or cures the “basis for termination” to the satisfaction of the Client, the sixty (60) day notice shall become null and void and this contract will remain in full force and effect. Termination under this provision shall be without penalty to the Client.

- 9.3 **TERMINATION WITHOUT CAUSE.** Notwithstanding anything to the contrary contained in this Agreement, the Client or Company may, without prejudice to any other rights it may have, terminate this Agreement for their convenience and without cause by giving sixty (60) days advance written notice to the other Party.
- 9.4 **COMPENSATION UPON TERMINATION.** If any of the above termination clauses are exercised by any of the Parties to this Agreement, the Client shall pay Company for all services rendered by Company up to the date of termination of the Agreement regardless of the Client’s failure to appropriate funds.
- 9.5 **PROPERTY DISPOSITION UPON TERMINATION.** Upon termination of this Agreement, Company shall be allowed to remove from the Jail any stock medications or supplies purchased by Company that have not been used at the time of termination. Company shall also be allowed to remove its property from the Jail including its proprietary Policies and Procedures, Manuals, Training Material, and Forms. Nothing herein shall be construed to require Company to provide copies of policies, procedures, manuals, training materials and/or forms to Client or any successor provider, it being understood that such materials are proprietary to Company.

ARTICLE X
LIABILITY AND RISK MANAGEMENT

- 10.0 **INSURANCE COVERAGE.** Company shall, at its sole cost and expense, procure and maintain during the term of this Agreement, the following coverage and limits of insurance that provide protection solely for the wrongful acts of Company:
- 10.0.1 **MEDICAL MALPRACTICE/PROFESSIONAL LIABILITY.** Medical Malpractice/ Professional Liability insurance in an amount not less than \$3,000,000 per claim and \$6,000,000 in the aggregate.
- 10.0.2 **COMPREHENSIVE GENERAL LIABILITY.** Comprehensive General Liability insurance in an amount not less than \$3,000,000 per occurrence and \$6,000,000 in the aggregate.
- 10.0.3 **WORKER’S COMPENSATION.** Worker’s Compensation coverage as required by applicable state law.
- 10.1 **PROOF OF INSURANCE.** Company shall provide the Client proof of professional liability or medical malpractice coverage for Company’s Health Care Staff, employees, agents and approved subcontractors, for the term services are provided under this Agreement. Company shall promptly notify the Client, in writing, of each change in coverage or cancellation of insurance coverage. If Company fails to provide proof of adequate insurance within a reasonable time under the circumstances, then the Client shall be entitled to terminate this Agreement without penalty to the Client pursuant to the terms of Article IX.
- 10.2 **INDEMNIFICATION.** To the fullest extent permitted by law, Company shall indemnify, defend and hold harmless Client from and against third party claims directly caused by Company’s negligence or willful misconduct in the performance of the Services provided hereunder by

Company. Company shall have no obligation to indemnify or hold harmless Client for any claims arising out of the negligence or willful misconduct of the Client, or Client's agents, officers, directors, employees, or contractors.

To the fullest extent permitted by law, the Client shall indemnify, defend and hold harmless Company from and against third party claims resulting from or arising out of Client's gross negligence or willful misconduct. The Client shall have no obligation to indemnify or hold harmless Company for any claims arising out of the negligence or willful misconduct of Company or Company's agents, officers, directors, employees, or contractors.

Notwithstanding the foregoing, in the event of a claim alleging the negligence or willful misconduct of both the Client and Company, the Client and Company shall each defend themselves at their own costs, and each party shall reasonably cooperate with the other in the defense/settlement of any claims alleging joint liability.

The obligations of indemnity hereunder are conditioned on the Party seeking indemnification (i) giving the indemnifying Party prompt written notice of any claim for which indemnification will be sought, (ii) permitting the indemnifying Party to assume exclusively the control of the defense and settlement of such claim, and (iii) providing reasonable assistance and cooperation (at the indemnified Party's expense) in the defense and settlement of such claim. The indemnified Party may take part in its defense at its own expense after the indemnifying Party assumes the control thereof. The indemnified party will provide the indemnifying party with reasonable assistance, at the indemnifying party's expense, in the defense, negotiations, and settlement of any claims. Any settlement intended to bind the indemnified party shall not be final without the indemnified party's written consent, which consent shall not be unreasonably withheld, conditioned, or delayed.

The indemnification obligations of Company and Client shall terminate upon the third anniversary of the termination or expiration of this Agreement, except as to any matter concerning which a claim has been asserted by notice to the other party at the time of such expiration or termination of this Agreement.

- 10.3 Dispute Resolution. Should the Parties disagree as to the other's obligation to indemnify, or as to the apportionment of fault between the Parties, the Parties' executive leadership shall meet and negotiate, in good faith, the resolution of such disagreement. Should the Parties be unable to resolve the disagreement through negotiation, the Parties may agree to retain a mutually agreeable third-party mediator, who shall resolve the disagreement through mediation. The costs of all such mediation shall be borne equally by the Parties, and any mediation shall conclude within 90 days of initiation. In no event shall mediation be deemed a waiver of the right of either Party to seek relief through litigation, including trial by jury.
- 10.4 Federal Privacy Laws. Company, the Client, Jail, and their employees, agents and subcontractors shall fully comply with, and shall implement all necessary policies and/or procedures in order to comply with, the requirements of federal privacy laws (including, but not limited to HIPAA, the Patient Safety and Quality Improvement Act, 42 CFR Part 2, etc., hereinafter "FPL") as they apply to the services provided under this Agreement. The Client, Jail, and their employees and agents shall indemnify and hold harmless Company from and against any claims of any kind made as a result of alleged or actual violations of any FPL by the Client and its employees, agents and subcontractors, unless such claims are proven to be caused by the sole negligence or willful misconduct of Company.

ARTICLE XI
MISCELLANEOUS

- 11.0 **INDEPENDENT CONTRACTOR STATUS.** It is mutually understood and agreed, and it is the intent of the Parties hereto that an independent contractor relationship be and is hereby established under the terms and conditions of this Agreement. Nothing in this Agreement shall be construed to create an agency relationship, an employer/employee relationship, a joint venture relationship, or any other relationship allowing the Client to exercise control or direction over the manner or methods by which Company, its employees, agents or subcontractors perform hereunder, or Company to exercise control or direction over the manner or methods by which the Client and its employees, agents or subcontractors perform hereunder, other than as provided in this Agreement.
- 11.1 **SUBCONTRACTING.** In performing its obligations under the Agreement, it is understood that Company is not licensed or otherwise authorized to engage in any activity that may be construed or deemed to constitute the practice of medicine, dentistry, optometry, or other professional healthcare service requiring licensure or other authorization under state law. To comply with these requirements Company may engage qualified and competent physicians or other clinicians as independent contractors (“Contract Professionals”), rather than employees, in order to supply the clinical services required under this Agreement. Company shall engage Contract Professionals that meet the applicable professional licensing requirements and Company shall exercise administrative supervision over such Contract Professionals as necessary to ensure the fulfillment of the obligations contained in this Agreement. Contract Professionals shall provide clinical services under this Agreement in a manner reasonably consistent with the independent clinical judgment that the Contract Professional is required to exercise. It is further understood that Company may subcontract for specialized services such as pharmacy, medical waste, medical supplies and other services or supplies which it is required to provide under this Agreement.
- 11.2 **AGENCY.** For purposes of asserting any statutory rights afforded to the Client to pay providers for medical services at certain reduced rates, Client designates Company as their agent to assert such rights and privileges.
- 11.3 **EQUAL EMPLOYMENT OPPORTUNITY.** Company will not discriminate against any employee or applicant for employment because of race, color, religion, sex, ancestry, national origin, place of birth, marital status, sexual orientation, age or handicap unrelated to a bona fide occupational qualification of the position or because of status as a disabled veteran or Vietnam-Era veteran. Company will distribute copies of its commitment not to discriminate to all persons who participate in recruitment, screening, referral and selection of job applicants, and to prospective job applicants.
- 11.4 **WAIVER OF BREACH.** The waiver of either Party of a breach or violation of any provision of this Agreement shall not operate as, or be construed to be, a waiver of any subsequent breach of the same or other provision hereof.
- 11.5 **OTHER CONTRACTS AND THIRD-PARTY BENEFICIARIES.** The Parties acknowledge that Company is neither bound by or aware of any other existing contracts to which the Client is a party and which relate to the providing of health care to Inmates/Detainees at the Jail. The Parties agree that they have not entered into this Agreement for the benefit of any third person or persons, and it is their express intention that this Agreement is for their respective benefits only and not for the benefits of others who might otherwise be deemed to constitute third-party beneficiaries thereof.
- 11.6 **FORCE MAJEURE.** In case performance of any terms or provisions hereof shall be delayed or prevented because of compliance with any law, decree or order of any governmental agency or

authority of local, State or Federal governments or because of riots, war, terrorism, explosions, acts of civil or military authority, acts of public enemy, public disturbances, a 15% or more decrease in the productive fill rate for correctional officers at any single site, strikes, lockouts, differences with workers, earthquakes, fires, floods, Acts of God or any other reason whatsoever which is not reasonably within the control of the Party whose performance is interfered with and which, by the exercise of reasonable diligence, said Party is unable to prevent; the Party so suffering may, at its option, suspend, without liability, the performance of its obligations hereunder during the period such cause continues. If any of these circumstances are met, the assessment of penalties, and credits or paybacks shall be suspended until such time as the circumstances fully abate.

11.7 MATERIAL CHANGES IN SCOPE OR CIRCUMSTANCES, OR EMERGENCY CIRCUMSTANCES. If at any time during the Term of this Agreement, Client requests a change in the scope, volume, quality/degree or quantum of services to be provided by Company, or the scope of services set out herein must materially be changed as a result of any of the following, any of which would result in an increase to the cost of providing the services or which Company notifies the client affects Company's ability to provide the requested scope of services under the circumstances (a "**Material Change Circumstance**"), including, but not limited to any of the following:

- There is or are new, amended, and/or repealed law(s) or regulation(s) (including statutes, codes, Agency orders/memoranda and/or case law), or changes to the Client's policies, procedures, practices, or circumstances, any or all of which render performance under the Agreement partially or completely impracticable or impossible under the Agreement's existing terms;
- There are changes to legal/regulatory requirements concerning the treatment of Client's patients, or there are changes to the applicable standard of care or changes to the site's medication formulary, or the United States Food and Drug Administration ("**FDA**") or another regulatory body recommends, approves, or issues an emergency use authorization for a new therapy/ies, diagnostics or treatment modality/ies that materially impact the Contractor's ability to provide services and/or costs under the Agreement;
- There is a 15% or more decrease in the productive fill rate for correctional officers at any single Client site for more than 30 days OR the productive fill rate drops below 75% for 90 days or more at any single Client site;
- Contractor's performance hereunder is impacted by any event related to a Public Health Emergency (PHE) declared pursuant to Section 319 of the Public Health Service Act, a Disaster declaration pursuant to the Stafford Act (2 U.S.C. §§ 5121-5207), or any similar announcement or proclamation made by the Federal Government or any Federal Agency, any Federally recognized Native American Tribe, or any State, Client/Parish or Local Government pursuant to an analogous provision of Federal or non-Federal law or rule (each, an "**Emergency Circumstance**").

the parties shall follow the procedures outlined below:

In the event of the occurrence any **Material Change Circumstance**, upon notice from a Party, the Parties shall meet and in good faith re-negotiate the terms of this Agreement. Neither Party shall unreasonably delay or withhold consent to such negotiations, or the proposed modifications resulting from such negotiations. In the event the Parties are not able to reach mutually acceptable changes to the Agreement after thirty (30) days, either Party may thereafter terminate the Agreement without cause upon providing ninety (90) days' notice thereafter.

- 11.8 ASSIGNMENT. Except as otherwise provided herein, no Party to this Agreement may assign any of its rights or delegate any of its duties under this Agreement without the prior written consent of the other Parties; provided however, that Company may assign its rights or delegate its duties to an affiliate of Company, or in connection with the sale of all or substantially all of the stock assets or business of Company, without the prior written consent of the other Parties. Any unauthorized attempted assignment shall be null and void and of no force or effect.
- 11.9 RIGHT TO AUDIT AND RECORD RETENTION. It being understood by the parties hereto that the Client's funding source herein may be County, State and/or Federal appropriation, and therefore Company is responsible for administering the program as described herein, Company agrees to accept responsibility for receiving, replying to and/or complying with an any audit of this project which may be deemed appropriate or required in compliance with County, State or Federal mandates and to reimburse the Client for any liability upon the Client for any discrepancy resultant from said audit exceptions or for any liability that result from a breach of contract, misrepresentation or inaccuracy. Nothing herein shall be construed to require Company to produce or allow inspection of records which are defined as "patient safety work product" pursuant to 21 U.S.C. 299b-21, which are subject to evidentiary privilege, including attorney-client privilege, or which constitute "trade secrets" as defined by California or federal law. Company acknowledges and agrees, however, that it shall comply with applicable California or federal statutes or regulations which expressly require disclosure of such records.

Company further agrees to maintain and preserve all records related to the Agreement in its possession (or will assure the maintenance of such records in the possession of any third party performing work related to the Agreement) for a minimum period of three (3) years from the effective date of the Agreement, or until all State and/or Federal audits are complete, whichever is later. Upon request, Company shall make available copies of these records to County, State or Federal Governments' personnel, including but not limited to the State Auditor General. Notwithstanding the foregoing, nothing herein shall be construed to require Company to maintain electronic communications related to the Agreement for a period longer than one (1) year.

- 11.10 NOTICES. Any notice of termination, requests, demands or other communications under this Agreement shall be in writing and shall be deemed delivered: (a) when delivered in person to a representative the Parties listed below; (b) upon receipt when mailed by overnight courier service, mailed by first-class certified or registered mail, return receipt requested, addressed to the Party at the address below; or (c) upon confirmation of receipt if sent by facsimile to the fax number of the Party listed below:

If for Company:
Wellpath LLC
Attn: Chief Legal Officer
3340 Perimeter Hill Drive
Nashville, TN 37211

If for Client:

With an e-mail copy to (which copy shall not, by itself, constitute effective Notice under this Agreement): LegalNotices@wellpath.us, or any substitute e-mail address provided by Client pursuant to a change of Notice e-mail address propounded under this Section.

Such address may be changed from time to time by either Party by providing written notice as provided above.

- 11.11 GOVERNING LAW AND VENUE. This Agreement shall be governed by and construed in accordance with the laws of the State of California without regard to the conflicts of laws or rules of any jurisdiction.
- 11.12 EXECUTION AUTHORITY. By their signature below, each signatory individual certifies that they are the properly authorized agent or officer of the applicable Party hereto and have the requisite authority necessary to execute this Agreement on behalf of such Party, and each Party hereby certifies to the other than any resolutions necessary to create such authority have been duly passed and are now in full force and effect.
- 11.13 SURVIVAL. The following provisions will survive any termination or expiration of the Agreement: Article VIII, Article IX and Article X.
- 11.14 COUNTERPARTS. This Agreement may be executed in several counterparts, each of which shall be considered an original and all of which shall constitute but one and the same instrument.
- 11.15 TITLES OF PARAGRAPHS. Titles of paragraphs are inserted solely for convenience of reference and shall not be deemed to limit, expand or otherwise affect the provisions to which they relate.
- 11.16 SEVERABILITY. In the event that any one or more provisions of this Agreement shall, for any reason, be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision of this Agreement and this Agreement shall be construed and enforced as if such invalid, illegal or unenforceable provision had never been contained herein.
- 11.17 ENTIRE AGREEMENT. This Agreement constitutes the entire Agreement of the Parties and is intended as a complete and exclusive statement of the promises, representations, negotiations, discussions and Agreements that have been made in connection with the subject matter hereof. This Agreement may be amended at any time, but only with the written consent of all Parties.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed as their official act by their respective representative, each of whom is duly authorized to execute the same.

AGREED TO AND ACCEPTED AS STATED ABOVE


LASSEN COUNTY, CA

CFMG, INC.

Name: _____

Title: _____

Date: _____

DocuSigned by:


 043819F7A028439...

Name: Grady J. Bazzel, MD

Title: President

Date: 7/18/2024

EXHIBIT A – STAFFING MATRIX

TITLE	Mon	Tues	Wed	Thur	Fri	Sat	Sun	Week	FTEs
Days									
Health Services Administrator	8	8	8	8	8	0	0	40	1.00
RN/LVN	12	12	12	12	12	12	12	84	2.10
Physican - Medical Director	0	0	3.5	0	0	0	0	3.5	0.09
LCSW/MFT	8	8	8	8	0	0	0	32	0.80
SUD	0	0	0	0	8	0	0	8	0.20
Psychiatrist	0	0	0	4	0	0	0	4	0.10
MAT MID-LEVEL Provider	1	0	0	0	1	0	0	2	0.05
Subtotal								173.5	4.34
Evenings									
RN/LVN	12	16	12	16	12	12	12	92	2.30
Subtotal								92	2.30
TOTAL								266	6.64