

AGREEMENT FOR INMATE HEALTH CARE SERVICES
at City of Santa Ana, California
Effective October 1, 2022 through September 30, 2025

This Agreement for Inmate Health Care Services (hereinafter, the "Agreement") entered into by and between the City of Santa Ana, a political subdivision in the State of California (hereinafter, the "City"), acting by and through its duly elected City Council, (hereinafter, the "Council") and California Forensic Medical Group, Inc., and Wellpath (hereinafter referred to collectively as, "Contractor "CFMG"), a California Professional Medical Corporation.

RECITALS

WHEREAS, in accordance with applicable laws, the City is obligated and responsible for providing, quality health care to Inmates and Detainees, ("City Inmates/Detainees") housed at the Santa Ana Detention Facility located at 62 Civic Center Plaza, Santa Ana, California (hereinafter, "SAJ"); and

WHEREAS, CFMG is in the business of providing correctional health care services and desires to provide such services on behalf of the City to the Jail Population under the terms and conditions hereto.

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

DEFINITIONS

CFMG Chief Clinical Officer– CFMG's Chief physician who is authorized to manage the terms and conditions of this Agreement.

City Inmates/Detainees – An Inmate is an adult or juvenile who is incarcerated at the SAJ. A Detainee is an adult or juvenile whose sentence has not yet been adjudicated and is held as a pre-trial detainee or other individual held in lawful custody. City Inmates/Detainees may be housed in the SAJ or in another jurisdiction's correctional facility. However, City Inmates/Detainees housed in another jurisdiction are excluded from the provisions of this Agreement, unless CFMG administers health care services at the other jurisdiction's facility and is specifically set forth below.

Contract Professionals – Physicians or other clinicians retained by CFMG as contractors rather than employees.

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

Covered Persons – An Inmate/Detainee who is: (1) part of the SAJ's MADP; and (2) Fit for Confinement; and (3)(a) incarcerated in the SAJ;. Covered Persons include Other County Inmates/Detainees for purposes of delivery of basic health care services, however, the cost of certain services provided to Other County Inmates/Detainees shall be borne by the County as set forth in Section 5.0 of this Agreement.

Fit for Confinement – A determination made by a CFMG authorized physician that an Inmate/Detainee is medically stable and has been medically cleared for acceptance into the SAJ. 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 Care Staff – Medical, mental health and support staff provided or administered by CFMG.

In-Patient Hospitalization Off-Site Medical Facility- Admission of a Covered Person to a licensed healthcare facility for treatment of a medical condition.

Jail Population - Covered Persons currently housed at the Santa Ana City Jail.

Long Term Care Facility Services - Provision of long-term medical and/or mental health care occurring on the premises of a licensed healthcare facility.

Mental Health Care - Treatment of mental health conditions as diagnosed by a licensed professional as occurring on the premises of the Santa Ana City Jail.

Monthly Average Daily Population (“MADP”) – The average number of Inmates/Detainees housed in the SAJ on a daily basis for the period of one month. The MADP shall include, but separately list, Other County Inmates/Detainees held at the SAJ. The MADP shall be figured by summing the daily population for the SAJ and Other County 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 CFMG upon request to verify the MADP. Parolees and escapees shall not be considered part of the Jail's MADP.

NCCHC – The National Commission on Correctional Health Care.

Off-Site Dental Services- Dental care which is medically necessary, as determined by the Chief Clinical Officer, or their designee, but which must occur outside of the Santa Ana City Jail due to the need for specialized dental equipment or expertise.

On-Site Dental Services- Dental care which is medically necessary, as determined by the Chief Clinical Officer, or their designee, and which can be provided on the premises of the Santa Ana City Jail utilizing currently available dental equipment and professional staff.

Other County Inmate/Detainee – An Inmate/Detainee under the jurisdiction of another county, state or federal agency, who is housed at the SAJ.

Pathology/Radiology Services - Medical diagnostics or testing through the use of laboratory or imaging equipment.

Pharmacy Services - The ordering, storage and administration of medically necessary prescription drugs, occurring on the premises of the Santa Ana City Jail.

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

Specialty Services – Medical services that require licensed physicians in a specialty such as obstetrics, gynecology, or dermatology or other specialized field of medicine, excluding medical services that are otherwise provided for in this Agreement.

Utilization Management Services - Review of medical claims data undertaken for the purpose of improving efficiency and achieving cost savings, including, when needed, the processing of medical claims for patients in the custody of the United States Marshals Service.

Vision Care - Medically necessary care for eye diseases or conditions, including the prescribing and provision of glasses.

ARTICLE I **HEALTH CARE SERVICES**

- 1.0 **SCOPE OF SERVICES.** CFMG shall administer health care services and related administrative services at the SAJ according to the terms and provisions of this Agreement. The costs of the various health care services shall be borne by CFMG or the City as set forth in this Article.
- 1.1 **GENERAL HEALTH CARE SERVICES.** CFMG 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 SAJ, not to exceed four (4) hours after the Covered Person's arrival at the SAJ.
 - 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 SAJ. 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.
- 1.2 **AMBULANCE SERVICE.** CFMG shall not be responsible for the provision and/or cost of any ambulance services, but shall arrange for Covered Persons to be transported by ambulance when deemed by Contract Professionals to be necessary.
- 1.3 **BODY CAVITY SEARCHES/COLLECTION OF PHYSICAL EVIDENCE.** CFMG staff will not perform body cavity searches or collect physical evidence (blood, hair, semen, saliva, etc.).
- 1.4 **DENTAL.** CFMG shall arrange and bear the cost of on-site dental services, in accordance with NCCHC standards, of all Covered Persons. CFMG shall not bear the cost of any off-site dental services required by any Inmate/Detainee or Other County Inmate/Detainee.
- 1.5 **ELECTIVE MEDICAL CARE.** Contractor 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, City, or relevant outside agency 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 Contractor'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 **IN-PATIENT OFF-SITE HOSPITALIZATION.** CFMG shall not be responsible for the provision or cost of any in-patient hospitalization services at an off-site medical facility, but shall make all arrangements for Covered Persons, including but not limited to, referrals, appointments, authorizations, transportation, and billing to receive in-patient hospitalization services at an off-site medical facility when medically necessary.

- 1.7 **LONG TERM CARE.** CFMG shall not be responsible for the provision or cost of any long-term care facility services, but shall arrange for Covered Persons to receive long-term care facility services when medically necessary.
- 1.8 **MENTAL HEALTH CARE.** CFMG 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. CFMG shall not be responsible for the provision or cost of any off-site or inpatient mental health services, but shall make all arrangements for Covered Persons, including but not limited to, referrals, appointments, authorizations, transportation, and billing to receive off-site or inpatient mental health services when medically necessary.
- 1.9 **PATHOLOGY/RADIOLOGY SERVICES.** CFMG shall arrange and bear the cost of on-site pathology/radiology services for Covered Persons. CFMG shall not be responsible for the provision or cost of any off-site pathology or radiology services but shall arrange for Covered Persons to receive off-site pathology or radiology services when medically necessary.
- 1.10 **PREGNANT COVERED PERSONS.** CFMG 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, however Contractor shall not arrange or bear the cost of any health care services for infants. To the extent off-site health care services are required for any pregnant Covered Person, CFMG shall make appropriate arrangements for rendering such care, but shall not be financially responsible for such care.
- 1.11 **SPECIALTY SERVICES.** CFMG shall arrange and bear the cost of on-site specialty services for Covered Persons. Contractor shall not be responsible for the provision or cost of any off-site specialty services but shall arrange for Covered Persons to receive off-site specialty services when medically necessary.
- 1.12 **VISION CARE.** CFMG shall not be responsible for the provision or cost of eyeglasses or any other vision services other than care for eye injuries or diseases. In the event that any Covered Person requires vision services, including an ophthalmologist's services, CFMG shall make all arrangements for Covered Persons, including but not limited to, referrals, appointments, authorizations, transportation, and billing for such services.
- 1.13 **OFFICE EQUIPMENT.** CFMG shall be responsible for the provision or cost of any office equipment, which shall remain the property of CFMG unless the parties agree otherwise in writing. The City shall be responsible for providing utilities, and phone service required for the administrative operation of the medical unit.
- 1.14 **OFFICE SUPPLIES.** CFMG shall be responsible for the provision and cost of office supplies such as books, medical record folders, and forms as required for the administrative operations of the medical unit.
- 1.15 **MEDICAL SUPPLIES/EQUIPMENT.** With the exception of a dental chair, CFMG shall be responsible for the provision and cost of medical supplies, (including but not limited to, alcohol prep pads, syringes, etc.) and equipment, (i.e. thermometers, scales, etc.) as required to fulfill its duties under the terms of the Agreement.

- 1.16 **MEDICAL WASTE.** CFMG 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 all applicable state laws and OSHA- regulated standards.
- 1.17 **PHARMACY SERVICES.** CFMG shall provide monitoring of pharmacy usage as well as a Preferred Medication List. CFMG shall prescribe, purchase, receive, store, and administer medications to Covered Persons. Except as provided below, CFMG shall not bear the cost of any prescriptions and over-the-counter medications prescribed or ordered by a duly licensed CFMG provider for a Covered Person.
- 1.17.1 **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 health care provider.
- 1.17.2 **EXCEPTIONS.** CFMG shall bear the cost of all prescription medication for Covered Persons at the SAJ who are in the sole custody of the City, and who are not detained at the SAJ pursuant to any agreement between the City and the United States Marshals Service, the State of California, or the United States government.

ARTICLE II

HEALTH CARE STAFF

- 2.0 **STAFFING HOURS.** CFMG shall provide or arrange for the provision of 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 incorporated herein. CFMG reserves the right to assign the staff in **Exhibit A** to shift coverage as necessary based on operational 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, with at least 24 hours advanced notice.
- 2.0.2 CFMG shall provide and arrange for the provision of an on-call provider available by telephone or pager 24 hours per day and 7 days per week.
- 2.0.3 CFMG 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 Contractor, after such reasonable efforts have been made, shall not constitute a breach of this Agreement.
- 2.1 **STAFFING LEVELS WAIVER.** Based on actual staffing needs as affected by medical emergencies, riots, increased or decreased Inmate/Detainee population, and/or other unforeseen circumstances, certain increases or decreases in staffing requirements may be waived as agreed to by the City and CFMG.
- 2.2 **STAFF SCREENING.** SAJ staff shall screen CFMG's proposed Health Care Staff, employees, agents and/or subcontractors charged with the responsibility of providing medical services at the SAJ to ensure they do not constitute a security risk. The City and SAJ shall have final approval of CFMG's Health Care Staff, employees, agents and/or subcontractors in regards to security/background clearance.

- 2.3 **STAFFING REIMBURSEMENT.** In each instance where the actual number of hours provided is less than those in the Agreement, CFMG shall reimburse the City for the appropriate fully burdened hourly wage (to include salary and fringe benefits) for each position shortage. CFMG can count as “worked” any positions CFMG is paying PTO or sick time.

ARTICLE III

ADMINISTRATIVE SERVICES

- 3.0 **UTILIZATION MANAGEMENT.** CFMG shall provide utilization management services and administer Pharmacy services as set forth in Article I, on behalf of the City. CFMG shall follow applicable state laws and make reasonable efforts to obtain provider discounts and will keep the City/SAJ apprised of its utilization management practices.
- 3.1 **HEALTH AND MENTAL HEALTH EDUCATION AND TRAINING.** CFMG shall conduct ongoing health and mental health education and training program for SAJ staff in accordance with the needs mutually established by the City/SAJ and CFMG.
- 3.2 **MONTHLY REPORTS.** As requested by the City/SAJ, CFMG shall submit monthly 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.
- 3.3 **QUARTERLY MEETINGS.** As requested by the City/SAJ, CFMG shall meet quarterly, or as soon thereafter as possible, with the SAJ Manager or designee, concerning health care services provided in the SAJ and any proposed changes in health-related procedures or other matters, which the Parties deem necessary.
- 3.4 **MEDICAL RECORDS MANAGEMENT.** CFMG shall provide the following medical records management services:
- 3.4.1 **MEDICAL RECORDS.** CFMG Health Care Staff shall maintain, cause and/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 an individual's medical record shall be available to accompany each Covered Person who is transferred from the SAJ to another location for off-site services or transferred to another correctional institution. CFMG will maintain confidentiality of all medical records and shall not release any information contained in any medical record except as required by applicable law, court order, SAJ, or upon the request of the Covered Person for their own medical records. Upon termination of this Agreement, all medical records shall be delivered to and remain property of the City/SAJ.
- 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 and conditions provided for in this Agreement, CFMG shall make available to the City/SAJ, unless otherwise specifically prohibited or if such records are confidential pursuant to California or federal law, at the City/SAJ's request, all records, documents and other papers relating to the direct delivery of health care services to the Jail Population hereunder.

ARTICLE IV

PERSONS COVERED UNDER THIS AGREEMENT

- 4.0 **GENERAL.** Except as otherwise provided for in this Agreement, CFMG shall only be required to arrange and provide health care services under this Agreement to Covered Persons.
- 4.1 **EMERGENCY MEDICAL CARE FOR JAIL EMPLOYEES AND VISITORS.** CFMG shall arrange for on-site first response emergency medical care as required for SAJ employees, contractors and/or visitors to the SAJ. 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.
- 4.2 **RELEASE FROM CUSTODY.** The City/SAJ acknowledge and agree that Contractor 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 SAJ.

ARTICLE V

PERSONS NOT COVERED OR PARTIALLY COVERED UNDER THIS AGREEMENT

- 5.0 **OTHER COUNTY INMATES/DETAINEES.** CFMG shall only be responsible for health assessments, sick call, over-the counter medications, medical supplies and medical waste services for Other County Inmates/Detainees. The cost of all prescription medication and all other health care expenses shall be paid by the agency responsible for the Other County Inmate/Detainee, including those services listed in Article I of this Agreement and all other medically-related expenses associated with Other County Inmates/Detainees.
- 5.1 **CITY INMATES/DETAINEES HOUSED IN OTHER JURISDICTIONS OR OUTSIDE THE SAJ.** CFMG shall not be responsible for arranging the medical care or treatment for City Inmates/Detainees housed in other counties or jurisdictions. The City 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 City 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 those Inmates/Detainees, unless the Inmate/Detainee is housed in a facility where CFMG provides Inmate/Detainee health care services. CFMG shall not be responsible for arranging the medical care or treatment for County Inmates/Detainees housed outside the SAJ.
- 5.2 **INJURIES PRIOR TO INCARCERATION, FIT FOR CONFINEMENT, AND ESCAPED INMATES/DETAINEES.** CFMG 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 SAJ or during an escape or attempted escape, including, but not limited to, medical services provided to any arrested person prior to the person's booking and confinement in the SAJ. CFMG 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. CFMG shall however, 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 agency or the City 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 CFMG is billed for medical services provided to an individual who is not Fit for Confinement, the City shall reimburse CFMG for all such costs. CFMG shall not

charge an additional fee to examine an individual to determine if they are suitably Fit for Confinement.

5.3 RELEASED PERSONS, PAROLEES, ESCAPEES AND PERSONS TRANSPORTED TO AND FROM SAJ

In no event shall Contractor 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 SAJ including, but not limited to, releasees, parolees and escapees. Furthermore, in no event shall CFMG be responsible for payment of costs associated with any medical services rendered to a Covered Person when that Covered Person is injured outside the SAJ facility during transport to or from the SAJ.

ARTICLE VI **COST OF SERVICES NOT COVERED UNDER THIS AGREEMENT**

- 6.0 **SERVICES NOT LISTED.** The Parties understand and agree there will be costs incurred for health care related services as outlined in Articles I, II and III above. CFMG shall not be responsible for any expenses not specifically covered under Articles I, II and III of this Agreement. In the event any of the health care services not covered by CFMG under Articles I, II and III, or any services not listed in this Agreement are required to be provided to a member of the Jail Population as a result of the medical judgment of a physician or authorized personnel of CFMG, CFMG shall not be responsible for arranging such services and the cost of such services shall be billed directly to the City.
- 6.1 **SERVICES BEYOND THE SCOPE OF THIS AGREEMENT.** The Parties understand and agree there are certain occurrences, at times, beyond the control and at other times, within the control of the Parties which may result in health care expenses outside the scope of the regular operation of a correctional facility and, therefore, outside the Scope of Services provided for in this Agreement. While the Parties agree to 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, riot, explosion, fire, food poisoning, epidemic illness outbreak or any other catastrophic event, or an event caused by the actions or inactions of the City or SAJ employees, agents or contractors, which result in the need for medical care for the Jail Population, staff, visitors, or contractors, CFMG shall not be responsible for costs related to such catastrophic events and all such costs shall be borne by the City. CFMG shall be responsible for medical costs under this Agreement associated with such an event only if such an event was caused solely by CFMG, its employees, agents or contractors.

ARTICLE VII **CITY'S DUTIES AND OBLIGATIONS**

- 7.0 **COMPLIANCE WITH HIPAA/STATE HEALTH INFORMATION PRIVACY LAWS.** The City, SAJ, and its employees, agents and subcontractors shall comply with the Health Insurance Portability and Accountability Act of 1996 (hereinafter "HIPAA") and any State health information privacy laws, to the extent they are applicable. The City/SAJ shall implement policies and/or procedures in compliance with such laws.
- 7.1 **COMPREHENSIVE MEDICAL/MENTAL HEALTH CARE.** Contractor shall identify to the City/SAJ staff those members of the Jail Population with medical or mental health conditions which

may be worsened as a result of being incarcerated at the SAJ or which may require extensive care while incarcerated. After review of the circumstances, and when security risks permit, the City/SAJ shall make reasonable efforts, if practicable and feasible, to have such an Inmate/Detainee released, transferred or otherwise removed from the correctional setting.

- 7.2 **RECORD ACCESS.** During the term of this Agreement, and within one-hundred and eighty (180) days following the termination of this Agreement, the City shall provide CFMG, at CFMG's request, the City and/or SAJ's records, (including any medical records obtained by outside health care providers, hospitals) regarding the provision of health care services/treatment to the Jail Population to the extent the City/SAJ has control of, or access to, such records. CFMG may subpoena such records in connection with the investigation of, or defense of, any claim by a third party related to CFMG's conduct or related to any claims CFMG may have against a third party. Any such information provided by the City/SAJ to CFMG that the City/SAJ considers confidential shall be kept confidential by CFMG and shall not, except as required by law or court order, be distributed to any third party without prior written approval by the City/SAJ.
- 7.3 **Intentionally omitted.**
- 7.4 **SECURITY OF THE JAIL FACILITY AND WELLPATH.** CFMG and the City understand that adequate security services are necessary for the safety of CFMG employees, agents, and subcontractors consistent with a correctional setting. SAJ shall provide security sufficient to enable CFMG its Health Care Staff, employees, agents and/or subcontractors to safely provide the health care services described in this Agreement. CFMG, its Health Care Staff, employees, agents and/or subcontractors shall follow all security policies, procedures and protocols of the SAJ while on the premises, or other premises under the City's direction or control. However, any CFMG 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 their safety and security has or will be compromised, provided that, if feasible, they first seek assistance from SAJ staff to maintain their safety and security. . CFMG shall not be liable for any loss or damages resulting from CFMG's Health Care Staff, employees, agents and/or subcontractors failure to provide medical services due to insufficient security services.
- 7.5 **CITY'S POLICIES AND PROCEDURES.** CFMG, its Health Care Staff, employees, agents and/or subcontractors shall adhere to the City/SAJ's policies, and procedures, that relate to or impact the provision of medical services.
- 7.5.1 A complete set of SAJ's policies and procedures shall be made available for inspection by SAJ and SAJ will be provided access to those policies and procedures or may make copies of any specific section(s) it wishes to provide to its employees.
- 7.5.2 Any policy or procedure that may impact the provision of health care services to the Jail Population which has not been made available to CFMG Health Care Staff, its employees, agents and/or subcontractors shall not be enforceable against CFMG unless otherwise agreed upon by the Parties.
- 7.5.3 Notice of any modification(s) or revision(s) to SAJ's policies and procedures shall be timely provided to CFMG, its Health Care Staff, employees, agents and/or subcontractors, who shall adhere to those modified policies or procedures after such modification(s) or revision(s) have been made available to them.

- 7.5.4 If any of the City's or SAJ's policies and procedures specifically relate to the delivery of medical services, the City/SAJ staff and CFMG staff shall review the them and if necessary, may modify or remove any provisions that conflict with CFMG's Health Care policies and procedures, provided however that no policies or procedures shall be revised or modified if it conflicts with applicable law and/or a court order.
- 7.6 **DAMAGE TO EQUIPMENT.** CFMG shall not be liable for loss of or damage to equipment and supplies of CFMG, its agents, employees or subcontractors if such loss or damage was caused by the negligence of the City or SAJ employees.
- 7.7 **SECURE TRANSPORTATION.** SAJ shall provide security as reasonable and necessary in connection with the transportation of a member of the Jail Population to and from off-site services including, but not limited to, specialty services, hospitalization, pathology and radiology services as requested by CFMG. CFMG and SAJ staff shall coordinate for transportation to and from off-site services providers or hospitals.
- 7.8 **NON-MEDICAL CARE OF JAIL POPULATION.** The City/SAJ shall provide all non-medical personal needs and services of the Jail Population as required by law. CFMG 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.
- 7.9 **JAIL POPULATION INFORMATION.** To assist CFMG in providing the best possible health care services to Covered Persons, SAJ shall at CFMG's request, provide information pertaining to the Covered Person that CFMG and the City mutually identify as reasonable and necessary for CFMG to adequately perform its obligations under this Agreement.

ARTICLE VIII

COMPENSATION AND ADJUSTMENTS

- 8.0 **ANNUAL AMOUNT/MONTHLY PAYMENTS.** The base amount to be paid by the City to CFMG for Years 1-3 of the Agreement is listed in the **Column 1** table below. Each amount shall be payable for a period of twelve (12) months, in equal monthly installments. The monthly installment for each Contract Year is listed in **Column 2** of the table below. All monthly installments shall be pro-rated for any partial months and subject to any reconciliations as set forth below. The first monthly amount is to be paid to CFMG on November 1 of each Contract Year, for services administered in the month of October during each Contract Year. Each monthly payment thereafter is to be paid by the City to CFMG before or on the 1st day of the month of the month of service.

COLUMN 1- ANNUAL AMOUNT	COLUMN 2- MONTHLY INSTALLMENT
Year 1 (2022-2023): \$3,193,324	\$266,110.33 per month
Year 2 (2023-2024): \$3,289,124	\$274,093.66 per month
Year 3 (2024-2025): \$3,387,798	\$282,316.50 per month

- 8.1 **QUARTERLY RECONCILIATION PROCESS.** CFMG will provide a quarterly reconciliation to the City for any amounts owed by either Party pursuant to the terms of this Agreement, including, but not limited to the following:

- 8.1.1 **ADJUSTMENT FOR MADP.** For each month reconciled, if SAJ's MADP is greater than 475 Inmates/Detainees, the compensation payable to CFMG by the

City shall be increased by the number of Inmates/Detainees over 475 at the per diem rate of \$1.41 during Year 1 of the Agreement, \$1.46 during Year 2 of the Agreement, and \$1.50 during Year 3 of the Agreement.

- 8.2 **COMPENSATION.** The total amount to be expended during the term of this Agreement shall not exceed \$10,070,246. This amount includes a base amount of \$9,870,246 and a contingency amount of \$200,000 for additional services as directed at the City's sole discretion. Should the Facility ADP exceed 475 for a period of 30 days or more, the Parties agree to meet and negotiate in good faith an increase to the total amount expended during the term of this Agreement, subject to the approval of the City Council of the City of Santa Ana.

ARTICLE IX

TERM AND TERMINATION

- 9.0 **TERM.** The term of this AGREEMENT shall be for a period of three (3) years from **October 1, 2022 at 12:01 a.m.** through **September 30, 2025 at 11:59 p.m.** This Agreement shall renew upon the mutual agreement of the parties for up to two (2) additional one year periods on October 1st of each subsequent year with mutually agreed upon increases to the compensation, subject to approval by the Santa Ana City Council, 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 beyond the initial three (3) year term of this Agreement pursuant to Paragraph 9.0, the Parties may negotiate an increase in accordance with CPI not to exceed 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 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.** This Agreement shall be subject to annual appropriations by the City.
- 9.1.1 Recognizing that termination for lack of appropriations may entail substantial costs for CFMG and the City, the City shall act in good faith and make every effort to provide CFMG reasonable advance notice of any potential problem as it relates to funding or appropriations related to this Agreement.
- 9.1.2 If future funds are not appropriated for this Agreement, and upon exhaustion of existing funding, the City may terminate this Agreement without penalty or liability, by providing a minimum of thirty (30) days advance written notice to CFMG.
- 9.2 **TERMINATION DUE TO CFMG's OPERATIONS.** The City reserves the right to terminate this Agreement immediately upon written notification to CFMG in the event that CFMG discontinues or abandons its operations, is adjudged bankrupt or is reorganized under any

bankruptcy law, or fails to keep in force and effective any required insurance policies. The Parties agree that termination under this provision will be considered without cause.

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

9.3.1 TERMINATION BY CFMG. Failure of the City to comply with any provision of this Agreement shall be considered grounds for termination of this Agreement by CFMG upon sixty (60) days advance written notice to City specifying the termination effective date and identifying the basis for termination. The City shall pay for services rendered up to the date of termination of the Agreement. Upon receipt of the written notice, the City shall have fifteen (15) days to provide a written response to CFMG. If the City provides a written response to CFMG with an adequate explanation for the basis for termination and cures the basis for termination to CFMG's satisfaction, 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 CFMG.

9.3.2 TERMINATION BY CITY. CFMG's failure to comply with any provision of this Agreement shall be considered grounds for termination of this Agreement by City who shall provide sixty (60) days advance written notice specifying the termination effective date and identifying the basis for termination. The City shall pay for services rendered up to the date of termination of the Agreement. Upon receipt of the written notice, CFMG shall have fifteen (15) days to provide a written response to the City. If CFMG provides a written response to the City with an adequate explanation for the basis of termination or cures the basis for termination to the City's satisfaction, 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 City.

9.4 TERMINATION WITHOUT CAUSE. Notwithstanding anything to the contrary contained in this Agreement, the City or CFMG may, without prejudice to any other rights it may have, terminate this Agreement for their convenience and without cause by giving no less than ninety (90) days advance written notice to the other Party.

9.5 COMPENSATION UPON TERMINATION. If any of the above termination clauses are exercised by either of the Parties to this Agreement, the City shall pay CFMG for all services rendered by CFMG up to the date of termination of the Agreement regardless of the City's failure to appropriate funds.

9.6 PROPERTY DISPOSITION UPON TERMINATION. Upon termination of this Agreement, CFMG shall be allowed to remove any unused property, equipment and supplies, including its proprietary policies and procedures, manuals, training materials, and forms, prepared and/or purchased by CFMG that is stored or located at SAJ at the time of termination.

ARTICLE X

LIABILITY AND RISK MANAGEMENT

10.0 INSURANCE COVERAGE. CFMG shall, at its sole cost and expense, procure and maintain during the term of this Agreement, the following coverage and limits of insurance:

10.0.1 Commercial General Liability (CGL): Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations,

property damage, bodily injury and personal & advertising injury with limits no less than **\$1,000,000** per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.

10.0.2 **Automobile Liability:** Insurance Services Office Form Number CA 0001 covering, Code 1 (any auto), or if Consultant has no owned autos, Code 8 (hired) and 9 (non-owned), with limit no less than **\$1,000,000** per accident for bodily injury and property damage.

10.0.3 **Workers' Compensation** insurance as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than **\$1,000,000** per accident for bodily injury or disease.

10.0.4 **Professional Liability** (Errors and Omissions) Insurance appropriate to the Consultant's profession, with limit no less than **\$2,000,000** per occurrence or claim, **\$2,000,000** aggregate.

If the CFMG maintains broader coverage and/or higher limits than the minimums shown above, the City requires and shall be entitled to the broader coverage and/or the higher limits maintained by CFMG. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City.

10.1.1 **ADDITIONAL INSURED STATUS.** The City, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of CFMG including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of a blanket endorsement to the CFMG's insurance (at least as broad as ISO Form CG 20 10 11 85 or **both** CG 20 10, CG 20 26, CG 20 33, or CG 20 38; and CG 20 37 forms if later revisions used).

10.1.2 **PRIMARY COVERAGE.**

For any claims related to this contract caused by the CFMG's negligent acts or omissions, the Contractor's insurance coverage shall be primary insurance primary coverage at least as broad as ISO CG 20 01 04 13 as respects the Entity, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the Entity, its officers, officials, employees, or volunteers shall be excess of the CFMG's insurance and shall not contribute with it.

10.1.3 **NOTICE OF CANCELLATION.** Coverage shall not be canceled, except with notice to the City by the CFMG.

10.1.4 **WAIVER OF SUBROGATION.** CFMG hereby grants to City a waiver of any right to subrogation which any insurer of said CFMG may acquire against the City by virtue of the payment of any loss under such insurance. CFMG agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the City has received a waiver of subrogation endorsement from the insurer.

10.1.5 **ACCEPTABILITY OF INSURERS.** Insurance is to be placed with insurers authorized to conduct business in the state with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the Entity.

10.1.6 CLAIMS MADE POLICIES. If any of the required policies provide coverage on a claims-made basis:

1. The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work.
2. Insurance must be maintained and evidence of insurance must be provided for at least five(5) years after completion of the contract of work.
3. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the Consultant must purchase "extended reporting" coverage for a minimum of five (5) years after completion of contract work.

10.1.7 VERIFICATION OF COVERAGE. CFMG shall furnish the Entity with original Certificates of Insurance including all required blanket endorsements (or copies of the applicable policy language effecting coverage required by this clause) to Entity before work begins. However, failure to obtain the required documents prior to the work beginning shall not waive the Consultant's obligation to provide them.

10.1.8 SUBCONTRACTORS. CFMG shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein.

10.2 INDEMNIFICATION. CFMG agrees to indemnify and hold harmless the City, its officials, agents, and employees from and against any and all claims, actions, lawsuits, damages, judgments or liabilities of any kind whatsoever caused by, based upon or arising out of any act, conduct, misconduct or omission of CFMG, its agents, employees, or independent contractors in connection with the performance or non-performance of its duties under this Agreement.

The City agrees to indemnify and hold harmless CFMG, its officials, agents, and employees from and against any and all claims, actions, lawsuits, damages, judgments or liabilities of any kind whatsoever caused by, based upon or arising out of any act, conduct, misconduct or omission of City, its agents, employees, or independent contractors, to the extent allowed by law. The City agrees to promptly notify CFMG in writing of any incident, claim or lawsuit of which they become aware and shall fully cooperate in the defense of such claim. The City agrees that CFMG's indemnification and defense obligations do not apply for any costs or expenses, including attorney's fees or settlements, incurred or effected prior to written notice to Contractor as set forth above. Upon written notice of claim, Contractor shall take all steps necessary to promptly defend and protect the City from an indemnified claim, including retention of defense counsel, and CFMG shall retain sole control of the defense while the action is pending, to the extent allowed by law.

10.3 HIPAA. CFMG, the City, SAJ, 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 HIPAA as it applies to the services provided under this Agreement. The City, Jail, and their employees and agents shall indemnify and hold harmless Contractor from and against any claims of any kind made as a result of alleged or actual violations of HIPAA by the City and its employees, agents and subcontractors, unless such claims are proven to be caused by the sole negligence or willful misconduct of Contractor.

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 City to exercise control or direction over the manner or methods by which CFMG, its employees, agents or subcontractors perform hereunder, or CFMG to exercise control or direction over the manner or methods by which the City 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 CFMG 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 CFMG may engage physicians or other clinicians as independent contractors ("Contract Professionals"), rather than employees, in order to supply the clinical services required under this Agreement. CFMG shall engage Contract Professionals that meet the applicable professional licensing requirements and CFMG shall exercise administrative supervision over such Contract Professionals as necessary to insure 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 CFMG 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 City to pay providers for medical services at certain reduced rates, City designates CFMG as their agent to assert such rights and privileges.
- 11.3 **EQUAL EMPLOYMENT OPPORTUNITY.** CFMG 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. Contractor 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 CFMG is neither bound by or aware of any other existing contracts to which the City is a party and which relate to the providing of health care to Inmates/Detainees at the SAJ. The Parties agree they have not entered into this Agreement for the benefit of any third person or persons, and it is their express intention 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, lack of adequate security escorts, 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.

11.7 **MATERIAL CHANGES IN SCOPE OR CIRCUMSTANCES, OR EMERGENCY CIRCUMSTANCES.** If at any time during the Term of this Agreement, the City requests a change in the scope, volume, quality/degree or quantum of services to be provided by Contractor, 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 Contractor notifies the City affects CFMG'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;
- The United States Food and Drug Administration ("FDA") or another regulatory body approves (or issues an emergency use authorization for) a new therapy/ies or treatment modality/ies, there are changes to legal/regulatory requirements concerning the treatment of Client's patients, and/or changes to the applicable standard of care that materially impact the Contractor's ability to provide services and/or costs under the Agreement;
- 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, County/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 in Subsection 11.7.1 below:

11.7.1 In the event of any **Material Change Circumstance**, upon notice from a Party, the Parties shall meet and in good faith re-negotiate the terms of this Agreement. Material changes agreed upon by the parties are subject to approval by the City Council for the City of Santa Ana. Changes which do not increase the overall compensation to this Agreement may be approved by the City Manager and the City Attorney. 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 **PERFORMANCE MEASURES.** The City may assess penalties in the following amounts related to CFMG's failure to meet the standards listed below. CFMG and City agree that such penalties may be provided as invoice credits by Contractor upon the mutual agreement of the parties in writing.

- A penalty of \$200 per receiving screening may be assessed for CFMG's failure to perform receiving screenings within four (4) hours of a patient's booking at the jail.
- A penalty of \$150 per health assessment may be assessed for CFMG's failure to perform health assessments within fourteen (14) days of a patient's booking at the jail.

11.9 **ASSIGNMENT.** Except as otherwise provided herein, the Parties may not assign any of their rights or delegate any of their duties under this Agreement without the prior written consent of the other Party; provided however, that CFMG, upon notice to the City, may assign its rights or delegate its duties to an affiliate of CFMG, or in connection with the sale of all or substantially all of the stock assets or business of CFMG,. Any unauthorized attempted assignment shall be null and void and of no force or effect.

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 Contractor:
CFMG, Inc.
Attn: Chief Legal Officer
3340 Perimeter Hill Dr.
Nashville, TN 37211

If for City:
Clerk of the City Council
City of Santa Ana
20 Civic Center Plaza (M-30)
P.O. Box 1988
Santa Ana, CA 92702

With Courtesy Copy to:
Chief of Police
City of Santa Ana
60 Civic Center Plaza
Santa Ana, CA 92702

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

11.11 **GOVERNING LAW.** 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:

CITY OF SANTA ANA, CALIFORNIA

See attached signature page

Name: _____

Title: _____

Date: _____

CFMG, INC.

DocuSigned by:



043819F7A028439...

Name: Grady "Judd" Bazzel, MD

Title: President

Date: 9/12/2022

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

ATTEST:


CITY OF SANTA ANA

Clerk of the Council

KRISTINE RIDGE
City Manager

APPROVED AS TO FORM:
SONIA R. CARVALHO
City Attorney

RECOMMENDED FOR APPROVAL:

By: 

TAMARA BOGOSIAN
Senior Assistant City Attorney

DAVID VALENTIN
Chief of Police

EXHIBIT A – STAFFING MATRIX

Staffing for the Santa Ana Jail ADP - 400									
Day Shift									
POSITION	Mon	Tues	Wed	Thur	Fri	Sat	Sun	Hrs/ Week	FTEs
Medical Director				4				4	0.1
Mid-Level Provider NP/PA	8		8		8			24	0.6
HSA	8	8	8	8	8			40	1.0
Charge RN	12	12	12	12	12	10	10	80	2.0
RN (Sick Call/H&P)	8	8	8	8	8			40	1.0
LVN	24	24	24	24	24	24	24	168	4.2
Administrative Assistant	8		8		8			24	0.6
Psychiatric ARNP		4			4			8	0.2
Dentist		4			4			8	0.2
Dental Assistant		4			4			8	0.2
Mental Health Professional	10	10	10	10	10	10	10	70	1.75
Total Hours/FTE - Day								474	11.85
Night Shift									
Charge RN	10	10	10	10	10	10	10	70	1.75
LVN	24	24	24	24	24	24	24	168	4.2
Total Hours/FTE - Night								238	5.95
Weekly Total									
TOTAL HOURS/FTE - Per Week								712	17.8