

AGREEMENT FOR SERVICES #2989
AMENDMENT I

This Amendment I to that Agreement for Services #2989, made and entered into by and between the County of El Dorado, a political subdivision of the State of California (hereinafter referred to as "County") and California Forensic Medical Group, Inc., a California corporation, duly qualified to conduct business in the State of California, whose principal place of business is 2511 Garden Road, Suite A160, Monterey, CA 93940; (hereinafter referred to as "Contractor");

RECITALS

WHEREAS, Contractor has been engaged by County to provide medical services defined as physical healthcare, mental healthcare, and dental care for all adult Inmates of County's Detention Facilities, in accordance with Agreement for Services #2989, dated December 18, 2018, incorporated herein and made by reference a part hereof; and

WHEREAS, the parties hereto have mutually agreed to amend Agreement for Services #2989 effective June 15, 2019, due to the closure of El Dorado County Placerville Juvenile Hall located at 299 Fair Lane, Placerville, CA 95667, hereby amending ARTICLE III Service Provisions and ARTICLE IV Compensation for Services; and

WHEREAS, the parties hereto have mutually agreed to revise Exhibits A and E, incorporated herein and made by reference a part hereof; and

WHEREAS, the parties hereto have mutually agreed to add ARTICLE XXXIV Counterparts.

NOW THEREFORE, the parties do hereby agree that Agreement for Services #2989 shall be amended a first time and **Article III, Article IV, Exhibit A, and Exhibit E** are amended in their entirety to read as follows:

ARTICLE III

Service Provisions:

A. County Facilities to be Served

- The Placerville Jail, located at 300 Forni Road, Placerville, CA 95667;
- The South Lake Tahoe Jail, located at 1051 Al Tahoe Boulevard, South Lake Tahoe, CA 96150; and
- The South Lake Tahoe Juvenile Treatment Center, located at 1041 Al Tahoe Boulevard, South Lake Tahoe, CA 96150.

B. Responsibilities of County

- 1) Detoxification: Custody staff shall monitor detoxification cells (sobering cells) in accordance with Title 15, CCR Section 1213 “Detoxification Treatment.”
- 2) Use of Space and Equipment: County shall make available to Contractor all space and use of County-owned equipment pursuant to inventory attached hereto as Exhibit A, and incorporated by reference herein. County shall ensure a separate room is provided for dental services at the Adult Facility in Placerville. County will provide space required to store active and inactive medical records including but not limited to space at the Facilities and archival of documents pursuant to County Board of Supervisors Policy A-9, incorporated by reference as if fully set forth herein. <https://www.edcgov.us/Government/BOS/Policies/documents/A-9.pdf>
- 3) Security: County will provide for the safety and security of Contractor personnel in the same manner as provided for County’s employees working in the Facilities.
- 4) Inmates from Other Counties: Sheriff’s Office shall identify those Inmates who are the financial responsibility of another County and provide that information to Contractor.

C. Responsibility of County and Contractor

- 1) County and Contractor acknowledge the potential for changes in State and Federal standards and regulations that could impact the terms and conditions herein, and mutually agree to work together in the best interest of all parties to accommodate such eventuality.
- 2) Contractor and County Contacts: The Contractor’s on-site Program Manager or designated representative is the liaison for all day-to-day operational issues and shall be responsible for conducting regularly scheduled visits at the Facilities. The Facilities Administrator(s) shall be designated as the County’s day-to-day contact person. The Contract Administrator, or Designee, shall be the primary liaison to the Contractor on behalf of County for any issues outside of the day-to-day operational issues.
- 3) Inmates or Youths for whom Contractor is responsible:
 - a) Contractor is responsible for the medical care of Inmates or Youths who are temporarily outside one of the Facilities to receive inpatient medical or psychiatric care as authorized by the Contractor within the terms of this Agreement.

- b) Contractor is responsible for the medical care of Inmates or Youths who are temporarily outside one of the Facilities in the company of an employee of the County of El Dorado law enforcement agency or Facility staff.
- c) Contractor is responsible for the medical care of Inmates or Youths from the time of Intake until the Inmate or Youth is officially released from County custody upon pardon, upon parole, or other manner of official release, as defined in California Penal Code 4018.6.
- 4) Inmates or Youth for whom the Contractor is not responsible: Contractor is not responsible for the medical care of Inmates or Youth on “temporary release” that are not in physical custody, but shall complete a medical screening at the time of re-admittance back into an Adult Facility. Youth returning to a juvenile facility after a “temporary release” shall be screened by Probation Department staff upon reentry. Contractor is not responsible for the medical care of Inmates or Youth in the custody of other law enforcement agency or penal jurisdictions located outside the County of El Dorado. Contractor is not responsible for the medical care of Inmates or Youth who have escaped from a Facility.
- 5) Inmate or Youth Transportation:
 - a) County shall provide and pay for routine transportation of Inmates and Youth. County will provide staff to transport Inmates or Youth to and from medical appointments for on-site and off-site care. County will provide escort as required for Contractor personnel during medical rounds.
 - b) Contractor will pay for ambulance transportation when determined to be medically necessary by Contractor staff or in life-threatening emergency medical situations where no Contractor staff is available. Ambulance transportation determined to be medically necessary by Contractor staff shall be part of the base rate and shall not be considered a part of the hospital financial liability as defined herein.
- 6) Medical Equipment & Supplies: Contractor shall be responsible for providing all new medical equipment, which shall remain the property of Contractor. Contractor will supply forms required in the performance of this Agreement.

CFMG shall be responsible for the provision and maintenance of telepsychiatry equipment, software, and portal links in all facilities. County shall be responsible for Internet connectivity at all facilities.

- 7) Policy & Procedure Manuals Specific to Facilities:
 - a) Contractor has developed and shall maintain the Adult and Juvenile CFMG P&P Manuals, and they shall be reviewed and updated at least every two years or more frequently if requested by County, pursuant to Title 15 CCR Section 1206 “Health Care Procedures Manual.” In the event of conflict between the P&P Manual, and Federal or State regulations, the Federal or State regulations shall take precedence.

- b) Existing CFMG policies and procedures related to services provided under this Agreement shall not be revised, amended, added, or deleted without review and approval by the County.
- 8) Suicide Prevention Plans:
- a) Contractor, Facility Administrator of the Adult Facilities, and Health and Human Services Agency Director, or Designee, shall collaborate to ensure the then-current written suicide prevention plan in the CFMG P&P Manual specific to the Adult Facilities remains up-to-date, pursuant to Title 15 CCR.
 - b) County BHD, the Facility Administrator of the Adult Facilities, the Health and Human Services Agency Director, or Designee, and the Contractor shall collaborate to ensure the then-current written suicide prevention plan in the CFMG P&P Manual specific to the Juvenile Facility remains up-to-date pursuant to Title 15 CCR.
- 9) Process for Medi-Cal Enrollment: Contractor agrees to make reasonable efforts to facilitate determination of eligibility for Medi-Cal coverage in coordination with County of El Dorado Eligibility Workers. In the event regulations allow Medi-Cal (or subsequent plan) eligibility for Inmates or Youths, Contractor shall remit to County, on a quarterly basis, payment in an amount equal to cost reimbursements received by the treating hospital for inpatient services required under this Agreement.
- a) Upon notification by Contractor of Inmates or Youths who have inpatient medical needs lasting more than 24 hours, Contract Administrator, or Designee, shall take reasonable steps to screen Inmates or Youth for eligibility to enroll in the MCIP/MCIEP and, with respect to Inmates or Youths who are so eligible, shall assist the Inmate or Youth with enrollment to the extent such assistance is legally permissible.
 - b) Contractor agrees to use its reasonable best effort to facilitate MCIP/MCIEP eligibility for Medi-Cal covered services, and shall provide County and/or County-designated third-party billing contractor with all documentation that may be required to facilitate claiming of or reimbursement for the cost of Medi-Cal covered services by the County.
 - c) Contractor shall notify the Contract Administrator, or Designee, and HHSA, at agreed upon email address at MCIEP@edcgov.us within 24 hours, of any Inmate or Youth who may have a hospital stay longer than 24 hours. The admittance form shall be emailed to the County as notification of an Inmate or Youth being admitted, and shall be mutually agreed upon by Contractor and County. Lack of notification may constitute non-payment of any future charge invoiced.

Upon notification, HHSA Designee shall make efforts to begin the process of determining eligibility for Medi-Cal or any other third-party healthcare coverage. Contractor will provide all necessary information in the medical file as may be needed to secure coverage and reimbursement.

- d) County agrees to use its best reasonable effort to facilitate Medi-Cal payment for items and services that are covered by Medi-Cal, and shall provide to or obtain from Contractor and providers that furnish such services (or their designated agents) all documentation required to facilitate Medi-Cal payment for such services.
- e) In accordance with Article IV titled "Compensation for Services," paragraph D "Contractor Reimbursement over Liability Limits," Contractor shall pay for all costs not covered by Medi-Cal, up to \$20,000 per inpatient stay. Financial liability limits are set forth in Article IV titled "Compensation for Services" Section C "Contractor Financial Liability Limits"

County expressly releases Contractor from any financial liability for health care items and services provided to an Inmate or Youth where such items or services are covered by Medi-Cal and were provided to an Inmate or Youth who was eligible for and enrolled in Medi-Cal at of the time such items or services were provided.

- f) The parties agree to meet and confer in good faith about amending this Agreement to reflect savings on this Agreement due to the MCIP/MCIEP program.
- g) Contractor will make every reasonable effort to provide persons identified as potentially eligible for Medi-Cal, with a Medi-Cal and/or CMSP application packet upon release from a Facility. Such packets may be obtained from the Health and Human Services Agency. Additionally, contractor may submit an electronic referral for a pre-release application to MCIEP@edcgov.us.

D. Responsibility of Contractor in Provision of Healthcare Services

- 1) Compliance with Laws
 - a) Conformity to Title 15 California Code of Regulations: All services provided by Contractor shall be carried out in conformance with Title 15 CCR Article 11 "Medical/Mental Health Services" relating to medical services in corrections institutions.
 - b) Civil Rights: Contractor shall ensure services under this Agreement are provided without any discriminatory practice based on gender, sexual orientation, age, ethnicity, religion, handicap, marital status, national origin, or ancestry.
 - c) Linda York, et. al. vs County of El Dorado: Contractor agrees to comply with all sections referring to Inmate medical and dental in correctional institutions in the County of El Dorado as identified in Stipulation to Order of Settlement and to Entry of Judgment of Dismissal in Linda York, et. al. vs. County of El Dorado, attached hereto as Exhibit B, and incorporated by reference herein.
 - d) Contractor agrees to follow all laws of the State of California.

- 2) Standard of Care: Contractor agrees to perform its work and functions at all times in accordance with currently approved medical methods and practices consistent with the standards of the medical profession in the community. The sole interest of County is to ensure that said medical services should be performed and rendered in a professional, competent, efficient, and satisfactory manner.
- 3) Medical Receiving Screening: Medical Receiving Screening Protocol: Contractor and the appropriate Facility Administrator, or Designee, shall collaborate to ensure the then-current Medical Receiving Screening Protocol for both the Adult and Juvenile CFMG P&P Manuals remain up to date and in compliance with Title 15 CCR as needed.
 - a) **Inmate**: Contractor shall be complete a medical screening on all Inmates at the time of Intake, with the exception of Inmates transferred between County of El Dorado Detention Facilities who have previously received a Medical Receiving Screening.
 - i. Medical Receiving Screening shall be performed by Licensed Healthcare Personnel and completed in accordance with the Adult CFMG P&P Manual, Pre-Detention Medical Evaluation/Intake Screening, and shall include but not be limited to: (1) medical and mental health problems, (2) developmental disabilities, and (3) communicable diseases including but not limited to tuberculosis and other airborne diseases.
 - ii. Contractor shall maintain and follow the Adult CFMG P&P Manual pertaining to any Inmate who appears at this screening to be in need of or who requests, medical treatment, mental health treatment, or treatment for developmental disability.
 - iii. When medically indicated, Contractor shall provide medical services on-site as necessary during receiving screening; including but not limited to on-call or telemedicine RN, Doctor, or Psychologist.
 - iv. Contractor's Licensed Healthcare Personnel shall, based on criteria established in the Adult CFMG P&P Manual, make the final decision whether or not the Inmate is medically cleared to be admitted to the facility.
 - b) **Youth**: Contractor shall complete a medical screening on all Youth at the time of Intake, with the exception of Youth transferred between County of El Dorado Detention Facilities who has previously received a Medical Receiving Screening.
 - i. The Custody staff at the Juvenile Facility will obtain a medical consent signature from a parent or legal guardian, or by Court Order, for the Youth as soon as practical. Probation staff at the Juvenile Facility will process any medications received from a parent/guardian/legal foster parent for the Youth and will disburse as ordered/directed by the Contractor.

- ii. Facility Administrator or Designee (i.e., County Juvenile Facility Probation staff), will complete the “Intake Health Screening” form, attached hereto as Exhibit D, and incorporated by reference herein. This form is for purposes of example only and may be modified to incorporate improvements in design that are mutually acceptable to the parties and approved in writing by Agreement’s Contract Administrator.
 - iii. During hours that Contractor staffing is regularly scheduled, the “Intake Health Screening” form may be reviewed with Contractor to determine whether Youth is medically appropriate for admittance to the Juvenile Facility. During hours that Contractor staff is not scheduled, Facility Administrator, or Designee, shall contact the Contractor on-call medical provider to review “Intake Health Screening” information and determine whether Youth is medically appropriate for admittance to the Juvenile Facility.
 - iv. Requests to Contractor staff or on-call Contractor staff for consultation on screenings will be responded to within 2 hours. When medically indicated, on-site medical services shall be provided by Contractor staff during regularly scheduled hours or on-call staff during non-scheduled hours, as necessary during medical receiving screening.
 - v. Contractor shall perform a medical examination on Youth who are admitted to the Juvenile Facility in accordance with Title 15, CCR Section 1432 “Health Assessment” guidelines. Contractor shall provide necessary medical services to Pregnant/Post-Partum Youth as specified in Title 15, CCR Section 1417
 - vi. Contractor’s Licensed Healthcare Personnel shall, based on criteria established in the Juvenile CFMG P&P Manual, make a recommendation whether to accept or not accept Youth into custody, with the Facility Administrator, or Designee, having final authority.
- 4) Individualized Medical and Mental Health Treatment Plans: Contractor shall develop a written individualized treatment plan for each Inmate or Youth for whom Contractor is providing mental health treatment or treating for a chronic medical problem requiring daily medication. Contractor shall ensure Custody staff is informed of said treatment plan. When appropriate this treatment plan will include post-release treatment.
- 5) Mental Health Services:
 - a) **Inmate:** Contractor will provide mental health services on-site or via telemedicine conference to all Inmates incarcerated in an Adult Facility and shall do so in satisfaction of all requirements of Title 15, CCR. Furthermore, Contractor will meet all current requirements of any other provision of law as it pertains to the provision of mental health care to Inmates in County correctional facilities.

- i. Contractor shall provide involuntary medication related to mental health services, pursuant to court order, to persons charged solely with misdemeanor offenses pursuant to Penal Code Section 1367 et seq. All other “restoration to competency services” for persons charged solely with misdemeanor offenses pursuant to Penal Code Section 1367 et seq. shall be provided by County or County’s Designee. There shall be no additional charge to the County for this service.
 - ii. In addition, notwithstanding the provisions set forth herein, all court-ordered evaluations for mental health services made pursuant to Penal Code Section 4011.6 are excluded from the services to be provided by Contractor pursuant to this Agreement.
 - iii. It is also understood, and mutually agreed by parties hereto, that Contractor shall be financially responsible for Inmates in the Adult Facilities who are admitted to a mental health facility pursuant to the provisions of Penal Code Section 4011.6 by referrals made by the Sheriff’s Office, Probation Department, or Contractor staff. Contractor’s financial liability shall be limited to that described in the Article IV titled “Compensation for Services,” paragraph heading “Hospital Financial Liability.”
- b) **Youth:** Contractor will provide a total of two (2) hours telepsychiatry services per week to the Juvenile Facility on an as needed basis.
- c) **Inmate or Youth:** Special Mental Disorder Assessment - An additional mental health screening will be performed according to written procedures on Inmates or Youth who have given birth within the past year and are charged with murder or attempted murder of their infants. Such screening will be performed at Intake and, if the assessment indicates postpartum psychosis, a referral for further evaluation will be made.
- 6) Medication Administration: Contractor will, to the extent possible, communicate with outside physicians who have prescribed medications that are to be taken by Inmates and Youth. The outside physician should be asked by Contractor the purpose of the medication, if other medications could be used, and if not, why. If the medication is available in an off-brand, Contractor may administer that off-brand unless the prescribing physician provides in writing a reason that the off-brand should not be taken by the Inmate or Youth. If Contractor determines that the prescribed medication should not be administered and/or a different medication should be administered, Contractor shall, within 48 hours, provide written notice to County and to the attorney for the Youth that the medication will be stopped and/or changed and the reasons therefore.
 - a) **Inmate:** Contractor Licensed Healthcare Personnel shall be responsible for administering medications. Medications will generally be administered on a two-times-a-day regimen unless otherwise specified in a written individual treatment plan.

All pharmaceuticals will be stored, inventoried, and administered in accordance with all applicable laws and guidelines relating to pharmaceutical practices including but not limited to Title 15 CCR Section 1216 “Pharmaceutical Management.”

- b) **Youth:** Contractor nursing staff shall be responsible for administering medications during the Contractor's regularly scheduled hours of work. Medications will principally be administered on a two-times-a-day regimen unless otherwise specified in a written individual treatment plan. All pharmaceuticals will be stored, inventoried, and administered in accordance with all applicable laws, guidelines relating to pharmaceutical management, including but not limited to Title 15 CCR Section 1438 and 1439 for psychotropic medications.

During all hours not covered by regularly scheduled Contractor staff, County shall provide trained non-licensed personnel to deliver medications acting on the order of a prescriber, pursuant to Title 15 CCR Section 1438.

Contractor shall provide training to Juvenile Facility non-licensed personnel regarding safe administration techniques and common side effects of medications.

Contractor will be responsible for all aspects of pharmaceutical services at the Juvenile Facility including prescribing, ordering, management of psychotropic drug prescriptions, maintenance of Medication Administration Records (MARS) documentation, and inventory control to ensure a sufficient supply is maintained on hand during incarceration, and a two-week supply to be provided to Youth upon release.

- i. During all hours not covered by regularly scheduled Contractor staff, County shall provide trained non-licensed personnel to deliver medications acting on the order of a prescriber, pursuant to Title 15 CCR Section 1438 (b)(7).
 - ii. Contractor shall provide training to Juvenile Facility non-licensed personnel regarding safe administration techniques and common side effects of medications, in accordance with Title 15 CCR 1438 Section (a)(9)
 - iii. In accordance with Article III titled "Service Provisions," C. "Responsibilities of County and Contractor," 7. "Policy and Procedure Manuals Specific to Facilities;" Contractor shall maintain a written policies and procedures for controlled administration of medication, pursuant to Title 15, CCR Section 1438 "Pharmaceutical Management".
- 7) Detoxification from Drugs and Alcohol:
- a) **Inmate:** Contractor shall provide medical supervision to all Inmates undergoing detoxification at the Adult Facilities. Licensed Healthcare Personnel shall monitor Inmates upon admittance to the "sobering cell" in accordance with Title 15 guidelines and the CFMG P&P Manual. Contractor's staff shall document assessment in the Inmate's medical record.

- b) **Youth:** During regularly scheduled hours and after medical clearance, Contractor staff shall provide medical supervision for Youth undergoing detoxification from mind-altering drugs, including alcohol, while at the Juvenile Facility, pursuant to Title 15 CCR Section 1431 “Intoxicated Youth and Youth With a Substance Use Disorder,.”

County shall ensure that during periods when no Contractor staff is present, Youth presenting “withdrawal” symptoms prior to Intake will be transported to an appropriate acute care facility.

8) Sick Call:

- a) **Inmate:** Sick call will be conducted five (5) days a week, during the agreed upon scheduled hours with emergency response on weekends. A minimum 24 hour notice shall be provided to County should Contractor staffing necessitate a change to the schedule. Inmates shall be scheduled for sick call as soon as possible, or as indicated based on the medical condition. Changes to Contractor staffing, without 24 hour notice, which causes a facility to bring in additional staffing to conduct sick call will be billed to Contractor.

Sick call shall be conducted by a Licensed Healthcare Professional including one of the following: Registered Nurse (RN), Family Nurse Practitioner (FNP), Physician Assistant (PA), or Physician (M.D.).

Sick call shall be conducted in accordance with Title 15, CCR Section 1211 “Sick Call,” incorporated by reference as if fully set forth herein, and written standardized procedures, as defined in the Adult CFMG P&P Manual, Sick Call Procedure.

Sick call shall be conducted in designated areas of the clinic or housing units, with as much privacy as security concerns allow.

- b) **Youth:** Sick Call shall be conducted five (5) days a week (Monday through Friday) by a Registered Nurse (RN). Emergency response shall be available on weekends (Saturday and Sunday). Sick call shall be conducted under standardized procedures pursuant to Title 15, CCR Section 1433 “Requests for Health Care Services.” Contractor shall ensure consultation by a physician is provided on-site once a week at the Juvenile Facility.

9) On-Site Medical Emergency Services:

- a) **Inmate:** Contractor shall ensure Licensed Healthcare Personnel are available to provide consultation to nursing staff and to come to the Facilities as required on a twenty-four (24) hours a day seven (7) days a week basis.
- b) **Youth:** Contractor shall ensure Licensed Healthcare Personnel are available to provide consultation to nursing staff or Deputy Probation Officers, and to come to the Facility as required on a twenty-four (24) hours a day seven (7) days a week basis.

10) Dental Services:

a) **Inmate:** Contractor will be responsible for providing medically necessary dental services to Inmates detained in Adult Facilities, which if deferred, could be detrimental to the Inmate's general health. The Inmate is responsible for obtaining and purchasing dental services that are beyond the scope of Facilities dental services and can be reasonably deferred, as determined by the attending dentist, until the Inmate is released from custody from the Adult Facility.

i. **Dental Screening:** The attending dentist shall perform an oral health screening upon the request of the Inmate, to assess the Inmate's chief complaint and determine the Inmate's dental needs and urgency of these needs. Oral health screenings shall include a visual oral examination and limited radiographic examination to diagnose the Inmate's chief complaint. The purpose of the oral health screening shall be for the identification, diagnosis, and treatment of the Inmate's chief complaint, which may include diagnosis of dental pathology, periodontal disease, dental caries, pupal status, dental trauma, radiographic pathology, and oral hygiene status.

ii. **Dental Services:** Medically necessary dental services shall include, but may not be limited to, non-surgical scaling and prophylaxis, oral hygiene instructions, temporary or permanent fillings, dental extractions, and other treatments determined to be medically necessary. Endodontic treatment and teeth replacement are not provided at the Facility clinics, and Inmates can request these services at their own expense by an outside dentist. Inmates requesting dental services will be prioritized as medically indicated, and will be scheduled to see the dentist as soon as possible.

iii. **On-site Facilities** may be used as appropriate; however, Contractor may refer medically necessary oral surgery or dentistry that cannot be safely provided on-site to outside specialists.

b) **Youth:** Contractor will be responsible for obtaining dental services for Youth on an urgent need basis, utilizing local services outside the Facility.

11) Special Medical Diets: Contractor Staff will evaluate the need for and ensure any medically required special diets are prescribed for Inmates or Youth as appropriate. Contractor will coordinate with facility food service management staff regarding the types of medically required special diets that can be offered to the Inmate or Youth population.

12) Off-Site Services: **Inmate or Youth:** Contractor shall be responsible for required medical/surgical inpatient hospital care, off-site specialty care, off-site clinic care, Emergency Department care, and other health-related ancillary services for those Inmates or Youth who have been physically placed in Detention Facilities after medical clearance and Intake.

- a) All care that Contractor is responsible for, which is provided by a third party, shall be approved in writing and referred by Contractor staff using a Contractor referral form substantially similar to that attached hereto as Exhibit C "CFMG, Inc. Medical Referral Form," and incorporated by reference herein.
 - b) Contractor shall not refer elective procedures that can be safely provided once an Inmate or Youth is released from custody.
 - c) Contractor shall make every effort to use Marshall Medical Center (Marshall) or Barton Healthcare Systems (Barton) for patients requiring hospitalization and/or emergency services to the extent that the aforementioned facilities can provide the required services and to the extent medically appropriate. In the event that services cannot be provided at Marshall or Barton, Contractor will arrange to transfer patient to other California providers. If no California healthcare provider is available within a reasonable and appropriate distance and travel time to meet the medical needs of patient, Contractor may use the nearest capable healthcare provider including out of state providers.
 - d) Contractor will notify the Contract Administrator, or Designee, of all admissions via email and by telephone within twenty-four (24) hours of an event. In those cases where admission is out of state, Contractor will provide the circumstances requiring out-of-state admission to the Contract Administrator, or Designee. Lack of notification may constitute non-payment of any future charges invoiced.
 - e) For purposes of off-site services that may reach the agreed-upon Catastrophic Insurance liability limit, Contractor shall notify the County's Contract Administrator, HHSA, and Risk Management of all admissions within forty-eight (48) hours of admission via the agreed-upon email address and procedure (currently via faxing appropriate documentation to both Risk Management and HHSA.)
 - f) Contractor, as the designated medical authority, shall communicate with the treating physician in the community regarding the care and treatment of hospitalized Inmate(s) or Youth and shall communicate the status of said care and treatment to the Facility Administrator and Contract Administrator regarding treatment plan, length of stay, and other appropriate information.
 - g) Contractor shall provide third party payer information to off-site providers when such information is available.
- 13) Testing - Sexually Transmitted Diseases (STD): Within ninety-six (96) hours of Intake, Contractor shall make available testing for sexually transmitted diseases for any self-identified sexually active Youth who disclosed a confirmatory reply to the Contractor during Youth's initial medical screening.

14) Tuberculosis (TB) Screening:

- a) **Inmate:** Contractor will perform TB screening on all Inmates who reside in the Adult Facilities within fourteen (14) days of Intake, following protocol established between Contractor and County. Contractor will provide PPD testing and chest x-rays as appropriate. Any further testing requirements established by the County Health and Human Services Agency Public Health Division will be the financial responsibility of the County. Contractor will provide nursing staff time to perform test(s), but the cost of testing beyond PPD and chest x-ray will be the financial responsibility of the Health and Human Services Agency, Public Health Division.
- b) **Youth:** Contractor shall perform TB screening on all Youth in the Juvenile Facility within ninety-six (96) hours of Intake, following protocol established between Contractor and County. Contractor will provide PPD testing and chest X-rays as appropriate; further testing requirements established by County Health and Human Services Agency, Public Health Division will be the financial responsibility of the County. Contractor shall provide nursing staff time to perform test(s), but cost of testing beyond the PPD and chest x-ray will be the financial responsibility of County Health and Human Services Agency, Public Health Division.

15) Vaccinations: Contractor shall verify each Youth has up-to-date vaccinations utilizing the County-approved database and shall provide vaccinations as necessary to ensure each Youth is current on vaccinations, appropriate to age. County shall ensure Contractor has sufficient access to the aforementioned database to meet this requirement.

16) Continuity of Care: Contractor will communicate with Contract Administrator, or Designee, on an “as needed” basis and with any treating clinician to promote continuity of care.

E. Other Contractor Responsibilities

1) Record Management & Retention:

- a) Medical and mental health records prepared by Contractor, and those medical/mental health records created by previous facility medical providers that are currently stored at the Facilities, shall be maintained by Contractor for the term of this Agreement; however, records shall remain the property of County and, if necessary, shall be returned to County. Records shall include dental for Inmates in Adult Facilities.
- b) Contractor shall be the custodian of records during the term of this Agreement. As such, Contractor will be responsible for the accurate and timely documentation of all medical events, medication, and treatment. Medical records will be housed in accordance with Health Insurance Portability and Accountability Act (HIPAA) requirements and retained for a period of not less than two (2) years on site at the Facility location, as space allows. Thereafter, Contractor shall collaborate with County staff to prepare records for storage in the County Records Management location.
- c) Contractor shall maintain all records in accordance with Title 15, CCR, Section 1205 “Medical/Mental Health Records.” In addition, Contractor shall adhere to all laws relating to confidentiality of medical records.

- d) **Adult Facilities:** Medical and mental health records shall be maintained by County for a period of not less than ten (10) years. County shall be responsible for any destruction of all medical records. Contractor will use the booking number as a unique identifier for medical records and shall make every effort to obtain medical records from prior incarcerations. These records shall be incorporated into a unit record by Inmate.

Contractor shall ensure that all pertinent medical information be prepared and available to accompany Inmates being transferred to other detention/correctional facilities.

- e) **Juvenile Facility:** These records shall be maintained by County for a period of not less than ten (10) years; however, all records shall be maintained for at least one (1) year after the Youth reaches the age of majority (18 years of age). County shall have access to all medical records; County shall be responsible for any destruction of all medical records.

Contractor will use the booking number as a unique identifier for medical records and shall make every effort to obtain medical records of prior incarcerations. These records shall be incorporated into a unit record by Youth.

Contractor shall ensure that all pertinent medical information is prepared and available to accompany Youths being transferred to other detention/correctional facilities.

2) Administrative Requirements:

- a) **Administrative Meetings:** Quarterly administrative meetings will be held involving Contractor management staff, Contract Administrator, or Designee, County Public Health Officer, or Designee, and Facilities Administrators. All four (4) quarterly meetings will be scheduled in advance of each quarterly meeting during this Agreement, to ensure maximum availability of participants. Contractor shall be responsible for the scheduling and facilitation of these meetings.
- b) **Court Testimony: Participation in Legal Proceedings.** Contractor shall require medical personnel and other staff to appear at any court proceedings or administrative proceedings arising from performance of this contract where their testimony is required, including trials, depositions, arbitration hearings, and writs of habeas corpus. Contractor will also cooperate in the preparation of any discovery responses in any proceedings arising from performance of this contract. There will be no additional compensation for such participation in legal proceedings.
- c) Contractor shall be responsible for Licensed Healthcare Personnel to testify concerning civil rights suits or any writs of habeas corpus filed by Inmates or Youths. Contractor must also respond in writing to Facilities Administrators concerning any such writs of habeas corpus or federal civil rights suits for no additional compensation.
- d) **Inmate or Youth Grievances:** Contractor shall be responsible for processing Inmate or Youth grievances concerning medical care in accordance with Facility policy and procedure for no additional compensation.

- 3) Quality Assurance Program:
 - a) Contractor shall maintain a comprehensive Quality Assurance Plan (QAP) throughout the term of this Agreement.
 - b) Contractor will provide a copy of the QAP and any updates or revisions to the Facility Administrators and Contract Administrator on an annual basis.
 - c) Contractor shall provide County with statistical summaries of quality assurance activities, upon request.

F. Other Terms and Conditions

- 1) Personnel:
 - a) **On-Site Medical Director:** Contractor shall have a designated Medical Director who has overall responsibility for the medical program at the County of El Dorado Facilities, including but not limited to:
 - i. Assuring the program meets applicable Federal, State, and local regulations;
 - ii. Assisting in the design, implementation, and evaluation of the medical program;
 - iii. Monitoring weekly services provided by non-physician providers within the Facilities including quality of medical records, pharmaceutical practices, and adherence to current medical protocols;
 - iv. Providing primary on-call services and back-up on-call to the Contractor Staff on a twenty-four (24) hours a day, seven (7) days per week basis;
 - v. Consulting with Program Manager on all conditions outside protocol parameters;
 - vi. Conducting sick call and physical examinations as scheduled; and
 - vii. All other duties as mutually agreed to and defined in the Adult and Juvenile CFMG P&P Manuals by the parties hereto.
 - b) **Program Manager:** Contractor shall have a Registered Nurse designated as Program Manager for all Facilities who shall, under the general direction of the Medical Director and CFMG Administration, provide overall responsibility for (1) the coordination of health care services for the County of El Dorado Facilities in accordance with the terms of this Agreement, (2) Contractor management; and (3) All other duties as mutually agreed to and defined in the Adult and Juvenile CFMG P&P Manuals by the parties hereto.
 - c) **LCSW/MFT:** Contractor will provide forty (40) hours to the Placerville Adult Facility and twenty (20) hours to the SLT Adult Facility of LCSW/MFT (or equivalent, or higher, professional) services per week. The LCSW/MFT shall be responsible for providing pre-evaluations and a psychological workup upon Inmates to assist the Psychologist/Psychiatrist with evaluations and treatment plans; will assist Inmates who lack the capacity to give informed consent for treatment or medication or to understand their situation, and help stabilize an Inmate on their medications to improve functioning, reduce and manage anxiety; and to provide therapeutic support: With a focus on teaching the Inmates therapeutic coping skills, encouraging medication compliance and providing drug and alcohol counseling.

- 2) Contractor Time and Attendance: Contractor will be responsible for time and attendance accountability, and provide such records to the County upon request.
- 3) Use of County Property: Contractor's employees must safeguard all property of County. Medical equipment is to be used only by those trained and qualified in its use. Contractor will be held responsible for damage resulting from negligence or carelessness on the part of Contractor's employees.
- 4) Licensing: Contractor's employees performing professional medical services shall be duly licensed by the appropriate bodies in and for the State of California.
 - a) Copies of licenses and/or records of certification for all Licensed Healthcare Personnel are to be made available for examination by the County and/or by representatives of the County upon request. Copies shall be maintained by the Contractor's on-site Program Manager.
 - b) Contractor shall obtain all licenses necessary to provide medical services in the Adult and Juvenile Facilities in the County of El Dorado. Contractor will ensure that all of its employees, including temporary or contract employees, who render medical services possess and maintain all applicable licenses and certificates. Contractor shall ensure that all staff work only within the scope of practice described by their license or certificate.
- 5) Employment Practices and Training:
 - a) Nondiscrimination in Hiring: Any Contractor who is the recipient of County funds or who proposes to perform any work or furnish any goods under this Agreement shall not: (1) unlawfully discriminate against any worker, employee, applicant or any member of the public because of religion, race, sex, color, handicap, medical condition, marital status, age (over 40), or national origin; and (2) otherwise commit an unfair employment practice. Contractor agrees that in accordance with the Article IX titled "Assignment and Delegation," this provision shall be incorporated in writing into any contracts entered into with suppliers of materials or services, contractors or subcontractors, and all labor organizations furnishing skilled, unskilled, or craft union labor or who may perform any such labor or services in connection with this Agreement.
 - b) Approval of Employee Hiring and Access to Facilities: County maintains the right to approve hiring of all Contractor employees who may provide services under this Agreement. Sheriff's Office or Probation Department each reserve the right to perform background and security checks of Contractor's employees as a condition of hiring for work under this Agreement and for granting access to the Facilities. The Sheriff, or Designee, the Chief Probation Officer, or Designee, has the sole discretion to determine background/security acceptability of all Contractor personnel at any time during the contract period, including Live Scan background check(s) as appropriate. Personnel found to be an unacceptable security risk shall not be given access to the Facilities. No new Contractor employee shall be brought to any Adult or Juvenile Facility without the prior approval of the Sheriff, or Designee, the Chief Probation Officer, or Designee. The Sheriff, or Designee, the Chief Probation Officer, or Designee, shall be informed when a Contractor employee assigned to work in connection with this Agreement leaves Contractor employment.

- c) Orientation: Contractor will ensure that all of its new employees are afforded an orientation period until such time that employee demonstrates proficiency in duties and knowledge of all aspects of their job duties to the satisfaction of the Program Manager.
- d) Training: Contractor will provide in-service training for its personnel. Topics will be identified by the Program Manager. Program Manager will maintain records demonstrating employee participation in in-service training and subject matter of said training.
- 6) Automated External Defibrillator Program/Training: Pursuant to current State regulations regarding the use of automated external defibrillators (“AED”) (Title 22, California Code of Regulations, Division 9, Chapter 1.5), Contractor shall request permission from Sheriff’s Office to include all of their clinical personnel assigned to the Adult Facilities in the Sheriff’s approved Public Safety AED Program. Upon approval by the program provider, affected Contractor personnel shall be required to meet all program requirements for training and skills proficiency.
- 7) Minimum Staffing Pattern: Contractor agrees to maintain, at all times, the staffing pattern as specifically described in Exhibit E – “California Forensic Medical Group Staffing for County of El Dorado,” attached hereto and incorporated by reference herein. Contractor shall provide staffing at the Juvenile Facility in accordance with Exhibit E, attached hereto and incorporated by reference herein. In addition, Juvenile Weekend Services are based a total of four (4) hours coverage each weekend at the South Lake Tahoe Juvenile Facility.

Shift patterns may be revised at times during the term of this Agreement upon mutual concurrence of the parties hereto.

- 8) Notification of Specific Health Conditions: Contractor shall notify Facility Administrator concerning specific health conditions of Inmates or Youth, including but not limited to injuries or illnesses requiring medical care that cannot be provided by Contractor on-site and as specified in Title 15 CCR Section 1206.5 and CA Health and Safety (H&S) Code <https://codes.findlaw.com/ca/health-and-safety-code/>, Division 1, Part 1, Section 121070, incorporated by reference as if fully set forth herein. In addition, Contractor shall make reports to the County Public Health Officer pursuant to Title 17 CCR www.cdph.ca.gov Sections 2500, 2593, 2641-43 and 2800-2812, incorporated by reference as if fully set forth herein, regarding all reportable conditions. Contractor shall notify Contract Administrator of such conditions by email or fax within twenty-four (24) hours of identifying condition.
- 9) Food Service Health Clearance: For both Inmates and Youth, Custody staff will provide a list to Contractor on a weekly basis of Inmates or Youth that are scheduled to work in the kitchen. Contractor shall perform a health clearance for all Inmates or Youth scheduled to work in the kitchen and provide Custody staff with a list of Inmates or Youth who has been medically cleared for kitchen duty.

- 10) Laboratory, Radiology, Pharmaceuticals, Medical Supplies, Equipment, and Medical Record Supplies: Contractor shall be responsible for the purchase and provision of required pharmaceuticals, medical supplies, and medical records supplies. Contractor is responsible for purchasing required laboratory services and radiology services. Contractor shall comply with applicable Title 15 CCR Sections, including but not limited to Section 1216 and Section 1438 pertaining to pharmaceutical management.
- 11) Orthopedic or Prosthetic Appliances: Contractor and Facility Administrator shall comply with, a written plan for complying with California Penal Code Section 2656. Contractor shall provide medical and/or dental prostheses and corrective eyeglasses when the health of the Inmate or Youth would otherwise be adversely affected, pursuant to California Penal Code Section 2656.
- 12) Communicable Disease Outbreak: When the County Health Officer assesses the risk of a communicable disease outbreak to be such that preventative inoculations are required for Facilities staff, Inmates, and Youths; Contractor will assist and provide all staff necessary to complete the inoculations on-site. County will budget the vaccines through the annual budgets for the Facilities.
- 13) Services Specific to Facility Staff:
 - a) Emergency First Aid: Contractor shall respond and provide emergency first aid to County staff within the confines of the Facilities. Contractor shall provide First Aid kits, as specified in the CFMG P&P Manuals, to be made available in designated areas of all Facilities.
 - b) Facility Staff Training: Contractor shall provide a minimum of eight (8) hours of annual training for each Correctional Officers/Deputy Probation Officers of all Facilities concerning health care issues pertinent to the Facilities and as mutually agreed by the parties hereto. Training(s) may be conducted in 2, 4, 6, or 8 hour increments. Training topics and schedules shall be established by October 1st and shall be completed by June 30, of each fiscal year.
 - c) Vaccinations: Contractor will provide nursing time to perform Hepatitis B vaccine inoculations and TB testing for Facilities staff. Contractor will document inoculations and testing. County will provide Hepatitis B vaccine, tuberculin PPD, and supplies for this process through the annual budgets for the Facilities. County will coordinate scheduling with Contractor.
- 14) Medical Waste Storage/ Disposal: Contractor shall store all medical waste created in the performance of this Agreement pursuant to the California Medical Waste Management Act H&S Code Sections 117600 through 118360. Contractor shall provide for pick-up of contaminated medical waste created in the performance of this Agreement, by a Medical Waste Hauler who meets the requirements of H&S Code Section 117900.

G. Reporting

1) Statistical Reporting:

- a) Contractor shall develop and provide to Contract Administrator annual statistical summaries of health care and pharmaceutical services that are provided.
- b) Contractor shall also establish a mechanism to assure that the quality and adequacy of these services are assessed annually. Should any deficiencies in health care or pharmaceutical services be identified, Contractor shall correct said deficiencies within thirty (30) days of identification and report corrective action taken to Contract Administrator.
- c) Based on information from these summaries, Contractor shall provide the Facilities Administrators and Contract Administrator with an annual written report on health care and pharmaceutical services delivered.
- d) No later than the third Friday of each month, Contractor shall submit to the Contract Administrator statistics and information on the prior month’s activities as follows:

Total for the month:	Broken down by:	And:
Sick call visits.	By nursing staff	By physician
Food service worker screenings		
Laboratory tests performed		
Total prescriptions	New prescriptions	
Medication doses administered		
Communicable diseases seen and treated	Type	
Total for the month:	Broken down by:	And:
Average daily occupancy for infirmary		
Emergency Department visits		
Specialty Clinic visits		
Visits to facilities for testing:	Laboratory, radiology, electro-cardiograms, electroencephalograms.	
Hospital admissions	Diagnoses	Total Patient days
Dental Services Provided	On-site	Off-site referrals
Inmates or Youths transported	Time of each transport	
Tuberculosis tests		
Average Daily Population (ADP)		

ARTICLE IV

Compensation for Services:

A. Not-to-Exceed:

The Not-to-Exceed amount for the period January 1, 2019 through June 30, 2019 shall be:

Item	Jan. 01 – June 30 2019
Adult Facilities Base Rate	\$1,702,863.01
Juvenile Facility Base Rate / including weekends	\$301,983.19
Estimated Reimbursement for use of PPO Plan (Inmate hospitalizations)	\$2,500.00
Estimated Per Diem payment @\$4.23 per day per Inmate/Youth over agreed upon base ADP	\$1,000.00
Psychiatric and Medical Hospital Admission Overruns	Not Limited
Total Amounts	\$2,008,346.20
Daily Per Diem	\$4.23

B. Base Rate Annual Adjustment:

* 2019/2020 reduced by \$87,154.00 due to Placerville Juvenile Hall closure.

The base payment rates and Per Diem rate shall be adjusted on July 1st of each fiscal year following the first year of this Agreement, by a 3.6% increase resulting in annual not to exceed amounts for July 1, 2019 through December 31, 2023 as follows:

Annual Rate Adjustment for remainder of Agreement:

Annual Rate Adjustment	July 01 – June 30 2019/2020	July 01 – June 30 2020/2021	July 01 – June 30 2021/2022	July 01 – June 30 2022/2023	July 01 – Dec. 31 2023
Adult Facilities Base Rate	\$3,528,332.15	\$3,655,352.11	\$3,786,944.78	\$3,923,274.80	\$2,032,256.34
Juvenile Facility Base Rate / including weekends	* \$538,555.17	\$557,943.16	\$578,029.11	\$598,838.16	\$310,198.17
Estimated Reimbursement for use of PPO Plan (Inmate/Youth hospitalizations)	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$2,500.00
Estimated Per Diem payment per day, per Inmate/Youth over agreed upon base ADP	\$2,000.00	\$2,000.00	\$2,000.00	\$2,000.00	\$1,000.00

Psychiatric and Medical Hospital Admission Overruns	Not Limited	Not Limited	Not Limited	Not Limited	Not Limited
Total Amounts	\$4,073,887.32	\$4,220,295.26	\$4,371,973.89	\$4,529,112.95	\$2,345,954.51
Annual Rate Adjustment	July 01 – June 30 2019/2020	July 01 – June 30 2020/2021	July 01 – June 30 2021/2022	July 01 – June 30 2022/2023	July 01 – Dec. 31 2023
Daily Per Diem	\$4.35	\$4.51	\$4.67	\$4.84	\$5.01

C. Contractor Financial Liability Limits

Base Rates and Per Diem rates payments shall be considered all-inclusive reimbursement for services provided under Article III titled “Service Provisions,” except as noted in Contractor Financial Liability Limits below:

1. Psychiatric or Medical Hospital Admission	Limited to \$20,000 per Inmate or Youth per episode.
2. Out of County Inmate or Youths Psychiatric or Medical Hospital Admission	Limited to \$20,000 per Inmate or Youth per episode. See below for Additional liability limit information (Section D).
3. Human Immunodeficiency Virus (HIV) or Autoimmune Deficiency Syndrome (AIDS) Pharmaceutical:	Limited to \$10,000.00 aggregate cost each fiscal year. Documentation requirements list below (Section E)

D. Contractor Reimbursement over Liability Limits

- 1) As the designated Health Authority for the County of El Dorado Adult and Juvenile Facilities, Contractor shall ensure all Inmate or Youth Psychiatric or Medical hospitalization charges are paid pursuant to California Penal Code 4011.
- 2) Except for those services covered under Medi-Cal, Contractor’s financial liability for medical or psychiatric inpatient episodes is limited to \$20,000.00 per episode per Inmate or Youth. Such episodes are defined as “post admission” to a medical or psychiatric facility. Contractor shall be responsible for all costs not covered by Medi-Cal, up to \$20,000 per inpatient episode, per Inmate or Youth. Costs above this limitation are to be borne by the County. In the event Contractor pays in excess of \$20,000.00 for an inpatient episode, Contractor shall invoice County for the amount in excess of their \$20,000.00 liability and County shall reimburse Contractor that amount.
- 3) The County is responsible for payment of medical care provided to detained persons pursuant to California Penal Code Section 4011 and CCR Title 15.
- 4) The annual cost of medical care overruns cannot be anticipated, and as such, is not included in the Base Rate.

E. Invoices:

- 1) Base Rate Invoices: Contractor shall invoice for Base Rates on a monthly basis in increments of one-twelfth (1/12) of the total twelve (12) month Base Rate amount as adjusted for each respective contract year or as subsequently amended.

Contractor shall submit invoices to County for Base Rate payments by the first of the month preceding the month in which services are to be provided. For example, Contractor shall submit an invoice by January 1 for services that will be provided during the month of February.

Monthly Base Rates are established using the Average Daily Population (ADP) statistics maintained by the Facilities and reported to Contractor by the Facilities. For the purpose of this Agreement, the base total ADP for all Facilities is 426. The ADP is averaged for each quarter; for any quarter that exceeds the base ADP, a Per Diem charge shall be calculated and invoiced by Contractor.

- 2) Per Diem Invoices: A quarterly Per Diem charge, as adjusted for each respective contract year or as subsequently amended, will be paid for a combined quarterly average Inmate and Youth population for all facilities in excess of 426. If the population exceeds the base ADP by more than fifteen percent (15%) for more than two (2) consecutive quarters and additional staffing is required, the cost for additional staff will be negotiated separately.

Per Diem payments, if any, shall be billed separately by Contractor on a quarterly basis. Payments to Contractor shall be made by County within forty-five (45) days following County's receipt and approval of original itemized invoice(s) identifying the period being billed and shall be in accordance with the total Not-to-Exceed amounts as described herein.

Sample Calculation of Quarterly per Diem:

Month	Average Daily Population (ADP)	ADP by Quarter	Agreed upon ADP Baseline	Variance from Baseline	Per Diem Rate	# of days in Quarter	Per Diem Charge
July	469						
August	468						
Sept	472						
	Quarter 1	470	426	44	\$4.23	92	\$17,123.04
October	399						
November	437						
December	421						
	Quarter 2	419	426	(7)	N/A - below baseline		\$0.00

- 3) **Overrun invoices:** Contractor shall submit invoices for Overruns, if any, for amounts paid by Contractor over Contractor Financial Liability Limit with regularly submitted Monthly Base Rate invoices. Contractor shall submit documentation supporting amounts exceeding Contractor Financial Liability Limit with Overrun invoice. Failure to provide supporting documentation may result in a delay in processing payment.

- F. **Out of County Inmates or Youths:** For Inmates or Youths being held by County on behalf of another governmental agency, Contractor's financial liability of \$20,000 for inpatient episodes may be waived by County on a case-by-case basis provided County has a written contractual agreement in place with said governmental agency requiring that agency to pay all costs associated with medical or psychiatric inpatient episodes for such an Inmate or Youth held at a facility. Absent such agreement, Contractor's financial liability of \$20,000 per Inmate or Youth, per episode, shall apply. Contractor shall identify any Inmates who are the responsibility of another County and provide those invoices to the County of El Dorado Sheriff's Office, with a copy to the Health and Human Services Agency Financial Unit, for submission to the County of origin for payment.

Contractor shall provide third party payer information to off-site medical or psychiatric providers when such information is available. Once the provider has exhausted attempts at collection, such costs shall become the responsibility of Contractor.

- G. **Human Immunodeficiency Virus (HIV) or Autoimmune Deficiency Syndrome (AIDS) Pharmaceutical Limit:** Contractor's financial liability for HIV or AIDS medications is limited to \$10,000.00 aggregate cost each fiscal year of this Agreement. In the event Contractor reaches the maximum obligation of \$10,000 for HIV or AIDS medications, Contractor shall invoice County for the amount in excess of their \$10,000 liability and County shall reimburse Contractor that amount. Prior to invoicing County for HIV or AIDS medications in excess of the \$10,000 aggregate liability, Contractor shall provide itemized listing of medications paid resulting in the maximum obligation. Contractor and County agree to identify and utilize all available HIV/AIDS medication funding sources for each Inmate or Youth prior to assuming responsibility for providing said medications.
- H. **Catastrophic Insurance Claims Processing:** Contractor acknowledges County may obtain a Catastrophic Insurance Policy for medical care in the Detention Facilities, and agrees to assist County in the processing of claims, including but not limited to, timely notification of County that there has been admission of an Inmate or Youth to an outside facility, and gathering of information required for submission of the claim.
- I. **Proper and Timely Notification:** Contractor acknowledges proper and timely notification requirements as stated in Article III titled "Service Provisions;" and furthermore acknowledges that lack of notification may constitute non-payment of any future charge invoiced.

ARTICLE XXXIV

Counterparts: This Agreement may be executed in any number of counterparts and by the parties hereto in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

Except as herein amended, all other parts and sections of that Agreement #2989 shall remain unchanged and in full force and effect.

Requesting Contract Administrator Concurrence:

By: _____ Dated: _____
Matthew Foxworthy, Captain
Sheriff's Office

By: _____ Dated: _____
Andrew Craven, Deputy Chief Probation Officer
Probation Department

Requesting Department Head Concurrence:

By: _____ Dated: _____
Donald Semon, Director
Health and Human Services Agency

By: _____ Dated: _____
John D'Agostini, Sheriff
Sheriff's Office

By: _____ Dated: _____
Brian Richart, Chief Probation Officer
Probation Department

IN WITNESS WHEREOF, the parties hereto have executed this first Amendment to that Agreement for Services #2989 on the dates indicated below.

-- COUNTY OF EL DORADO --

Dated: _____

By: _____

Chair
Board of Supervisors
"County"

ATTEST:
Kim Dawson
Clerk of the Board of Supervisors

By: _____
Deputy Clerk

Dated: _____

-- CONTRACTOR --

CALIFORNIA FORENSIC MEDICAL GROUP, INC.
A CALIFORNIA CORPORATION

By: _____
Raymond Herr, M.D., President
"Contractor"

Dated: _____

By: _____
Cindy Watson, Chief Operating Officer

Dated: _____