



CONTRACT  
for  
Medical Services for Detention Facilities Between  
County of El Dorado and  
California Forensic Medical Group, Incorporated

July 1, 2024, through December 31, 2029

#8953

## **AGREEMENT FOR SERVICES**

### **Medical Services for County Detention Facilities**

**THIS AGREEMENT**, 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, Incorporated, a California corporation duly qualified to conduct business in the State of California, whose principal place of business is 3340 Perimeter Hill Drive, Nashville, Tennessee, 37211 (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 Inmates of County's Detention Facilities, incorporated herein and made by reference a part hereof;

**WHEREAS**, Contractor has represented to County that it is specially trained, experienced, expert and competent to perform the special services required described in ARTICLE III Service Provisions that it is an independent and bona fide business operations, advertises and holds itself as such, is in possession of a valid business license, and is customarily engaged in an independently established business that provides similar services to others, and County relies upon those representations;

**WHEREAS**, County has determined that the provision of such services provided by Contractor are in the public's best interest and that these services are more economically and feasibly performed by an outside independent contractor than County employees in accordance with El Dorado County Ordinance Code, Chapter 3.13.030(a), by El Dorado County Charter, section 210(b)(6) and/or Government Code section 31000;

**NOW, THEREFORE**, County and Contractor mutually agree as follows:

### **ARTICLE I**

#### **Definitions:**

Adult Facilities	For the purposes of this Agreement, the Placerville and South Lake Tahoe Jails will be referred to as "Adult Facilities"
AED	Automated External Defibrillator
BHD	Health and Human Services Agency Behavioral Health Division
CCR	California Code of Regulations
CFMG	California Forensic Medical Group, Incorporated
CFMG Facility Specific Policy & Procedure Manual (CFMG P&P Manual)	Pursuant to Title 15 California Code of Regulations (CCR) <a href="https://www.bscc.ca.gov/wp-content/uploads/Adult-T15-Effective-1.1.2023-Full-Text.pdf">https://www.bscc.ca.gov/wp-content/uploads/Adult-T15-Effective-1.1.2023-Full-Text.pdf</a> , Section 1206 and <a href="https://bscc.ca.gov/wp-content/uploads/Juvenile-Title-15-Effective-2019-1-1.pdf">https://bscc.ca.gov/wp-content/uploads/Juvenile-Title-15-Effective-2019-1-1.pdf</a> Section 1409 the Facility Administrator(s), and the Contractor shall maintain a written manual, which shall be updated and reviewed annually. There currently exists both an Adult and a Juvenile CFMG P&P Manual.
CMSP	County Medical Services Program
Covered Persons	An Inmate or Youth who is: (1) part of the Facility's MADP, and (2) Fit for Confinement; and (3)(a) incarcerated in the Facility; or (b) on work release status.

Detention Facilities	Collectively, all three (3) locations (Adult Facilities and Juvenile Facilities) will be referred to as "Facilities"
Facility Administrator	That County Officer or employee with responsibility for the overall management of the "Facility"
Fit for Confinement	A determination made by a Contractor authorized physician that an Inmate or Youth is medically stable and has been medically cleared for acceptance into the Facility. Such determination shall only be made after resolution of any injury or illness requiring immediate transportation and treatment at a hospital or similar facility.
HHSA	County of El Dorado Health and Human Services Agency
Inmate/ Adult	Shall refer to all detainees held under the jurisdiction of the County housed for any period at an Adult Facility. An Inmate/Adult may be housed in the Facility or in another jurisdiction's correctional facility. However, Inmates/Adults housed in another jurisdiction are not covered by the provisions of this Agreement unless Contractor administers health care services at the other jurisdiction's facility.
Inpatient Episode	The duration of time an Inmate or Youth is admitted to an inpatient hospital (medical or psychiatric).
Intake	"Intake" shall represent the process of (1) documenting personal identification demographics; (2) photograph of the individual; (3) fingerprinting; (4) Department of Justice records check; and (5) a review of the charges against the individual along with any bail amount. This procedure is part of the booking process.
Juvenile Facility	For the purposes of this Agreement, Juvenile Treatment Center, the only location in Eldorado County located in South Lake Tahoe, CA.
LCSW, MFT	LCSW - Licensed Clinical Social Worker. Further information available at: <a href="https://www.socialworkguide.org/1/license/MFT/MFCC">https://www.socialworkguide.org/1/license/MFT/MFCC</a> : This stands for Marriage and Family Therapist, formerly called Marriage, Family, and Child Counselor. It is a master's level license that is specific to California and is not recognized throughout the United States. Further information available at: <a href="https://www.bbs.ca.gov/annlicants/lmft.html">https://www.bbs.ca.gov/annlicants/lmft.html</a>
Licensed Healthcare Personnel	Licensed Healthcare Personnel Licensed Vocational Nurse (L VN); Registered Nurse (RN); Family Nurse Practitioner (FNP); Physician Assistant (PA); Physician (M.D.); Doctor of Psychology (PsyD); or Doctor of Philosophy (PhD)
Long Term Care	Admission of a Covered Person to a health facility which provides acute, sub-acute, rehabilitation, congregate care or supportive healthcare services, including but not limited to assisted living facilities, nursing homes, congregate care facilities, independent living facilities, or memory care facilities. Long term care also includes any of the aforementioned services provided to a Covered Person in a home-based setting. Inpatient Episode shall not be considered Long Term Care.
LVN	Licensed Vocational Nurse
Monthly Average Daily Population (MADP)	The average number of Inmates/Youths housed in the Facility on a daily basis for the period of one month. The MADP shall include, but separately list, Other Client Inmates/Youths. The MADP shall be figured by summing the daily population for the Facility and other inmates/detainees under the jurisdiction of another local, state or federal agency being housed at the Facility (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 Contractor upon request to verify the MADP. Persons on home confinement, housed outside of the Facility, and parolees and escapees shall not be considered part of the Facility's MADP.

MCIP	State of California Medi-Cal County Inmate Program agreement between the County and the State, that allows for Medi-Cal billing (administrative processes)
MCIEP	In accordance with 42 Code of Federal Regulations 435.1009, Medi-Cal County Inmate Eligibility Program. Enables California to claim Federal Financial Participation for Inmates who receive inpatient hospital services off the grounds of the correctional facility. (Eligibility processes)
Medical Director	The Physician assigned by CFMG to the County of El Dorado Facilities
Medical Receiving Screening	Pursuant to California Penal Code <a href="https://codes.findlaw.com/ca">https://codes.findlaw.com/ca</a> Section 6030, "Medical Receiving Screening" shall be in accordance with written procedures and shall include but not be limited to medical and mental health problems, developmental disabilities, and communicable diseases including but not limited to tuberculosis and other airborne diseases. The screening shall be performed by Licensed Healthcare Personnel or, in the case of the Juvenile Facility, trained facility staff.
PPD	Tuberculin Purified Protein Derivative - test for tuberculosis (TB).
Pre-Admission Medical Care	Any event requiring medical treatment occurring prior to an Inmate or Youth being admitted to a medical or psychiatric care facility
Program Manager	The Licensed Healthcare Professional assigned by CFMG to manage the medical program in the facilities.
QAP	Quality Assurance Plan
RN	Registered Nurse
Sobering Cell	The initial "sobering up" place for arrestees (or Youths) who are sufficiently intoxicated from any substance to require a protected environment to prevent injury by falling or victimization by other Inmates (or Youths). Also known as detoxification cells.
TB	Tuberculosis
Temporary Release	Pursuant to CA Penal Code Sections 4018.6 and 1203.1 (a): The sheriff or probation officer of the county may authorize the temporary removal under custody or temporary release without custody of any Inmate or Youth from a Detention Facility for family emergencies or for purposes preparatory to his/her return to the community, if the sheriff or probation officer concludes that such Inmate or Youth is a fit subject therefore. A temporary release is considered a brief release from a facility under 72 hours to meet program, treatment, or medical necessity.
Youth	Minors housed for any period of time at a Juvenile Facility

## ARTICLE II

**Term:** This agreement shall become effective upon final execution by both parties hereto and shall, except as set forth below, cover the term of July 1, 2024, through December 31, 2029, unless terminated pursuant to Article XIV titled "Default, Termination, and Cancellation."

Services provided to the County's South Lake Tahoe Juvenile Treatment Center facility (JTC) are subject to a 45-month term, effective upon final execution by both parties hereto and shall cover the term of July 1, 2024 through December 31, 2027, unless services to the JTC are terminated pursuant to Article XIV titled "Default, Termination, and Cancellation," ("JTC Term"). Probation shall have the option to extend the JTC Term for one additional two (2) year period after the initial expiration date through December 31, 2029, subject to the same terms and conditions as set forth herein. Services and responsibilities set forth in ARTICLE III, Service Provisions, that relate to the JTC shall not apply after the date of expiration or termination of the JTC Term.



This agreement shall automatically renew on a month-to-month basis in the event the aforementioned term has expired, and the parties have not completed negotiations on a successor agreement, unless either party provides thirty (30) days written notice of non-renewal prior to or during any monthly renewal term.

### **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;
- 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. 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) MATERIAL CHANGES IN SCOPE OR CIRCUMSTANCES, OR EMERGENCY CIRCUMSTANCES: If at any time during the Term of this agreement, County requests a change in the scope, volume, quality/degree or quantum of services to be provided by Contractor, or one of the following events occurs (a "Material Change Circumstance"):
  - a) As a result of new, amended, and/or repealed law(s) or regulation(s) (including statutes, codes, Agency orders/memoranda and/or case law), or changes to the County's policies, procedures, practices, or

circumstances, Contractor's performance under the agreement becomes materially impracticable or impossible under the agreement's existing terms;

- b) As a result of changes to the applicable standard of care, changes to the site's medication formulary, or the approval or emergency use authorization issued by the United States Food and Drug Administration ("FDA") or another regulatory body for a new therapy/ies, diagnostics or treatment modality/ies, the cost to Contractor to provide services under the agreement is materially impacted beyond ordinary medical cost inflation;
- c) There is a decrease in County staffing for correctional officers at a County site that materially impacts Contractor's ability to safely or timely provide the services under this agreement for 30 days or more;
- d) As a result of a Public Health Emergency (PHE) declared pursuant to Section 319 of the Public Health Service Act, a Disaster declaration pursuant to the Stafford Act (2 U.S.C. §§ 5121-5207), or any similar announcement or proclamation made by the Federal Government or any Federal Agency, any Federally recognized Native American Tribe, or any State, Client/Parish or Local Government pursuant to an analogous provision of Federal or non-Federal law or rule (each, an "Emergency Circumstance"), with such Emergency Circumstance directly impacting medical operations at one or more Detention Facilities, the cost to Contractor to provide services under the agreement is materially impacted beyond ordinary medical cost inflation;

the parties shall follow the procedures outlined below:

In the event of the occurrence any Material Change Circumstance, upon notice from a party, the parties shall meet and in good faith to re-negotiate the terms of this agreement. Neither party shall unreasonably delay or withhold consent to such negotiations, or the proposed modifications resulting from such negotiations. In the event the parties are not able to reach mutually acceptable changes to the Agreement after thirty (30) days, either Party may thereafter terminate the Agreement without cause upon providing one hundred twenty (120) days' notice thereafter.

- 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: 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.

- a) Contractor is responsible for the medical care of Inmates or Youths who are temporarily outside of the Facility in the company of an employee of the County of El Dorado law enforcement agency or Facility staff. This includes youth on a Temporary Release for work, education, medical, or reunification services. Youth on a Temporary Release longer than 24 hours require check in with the contractor as deemed necessary by the medical representative.
  - b) 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 "extended temporary release" (exceeding 72 hours) 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 an "extended 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. Contractor is not responsible for the medical care of Inmates or Youth placed in Long Term Care facilities.
- 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
  - b) care. County will provide escort as required for Contractor personnel during medical rounds.
  - c) 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" and Section 1409 "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 Adult and Juvenile CFMG policies and procedures directly related to services provided to County under this Agreement shall not be revised, amended, added, or deleted without review and approval by the County. and approval by the County.

8) Suicide Prevention Plans:

- a) Contractor, Facility Administrator of the Adult Facilities, Facility Administrator for the Juvenile Facility 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](mailto: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.
  - d) 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. 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 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](mailto: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:
- a) 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.
  - b) Inmate: Contractor shall 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.

- c) 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 Facility 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 Fit for Confinement 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 Fit for Confinement 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
- 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. To the extent permitted by state and federal

law. 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. 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 for the Juvenile Facility, allocated to the 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 Inmate or 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" and Section 1438 "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 and 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 (6)(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. Sick calls 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 calls 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 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 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 provide treatment to youth as necessary to respond to acute conditions and to avert adverse effects on the youth's health and require preventative services as recommended by a dentist. Treatment shall not be limited to extractions. Annual dental exams shall be provided



to any youth detained for longer than one year. (Title 15, Section 1435 – Dental Care)

- 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 Facility 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 and incorporated by reference herein as Exhibit C.
  - 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. Contractor shall ensure off-site providers serving youth are located in the South Tahoe Basin. If provider for determined medical service is not available in the area, a provider shall be found within 100 miles of South Lake Tahoe. If no California healthcare provider is available within a reasonable and appropriate distance (100 miles) and travel time to meet the medical needs of patient, Contractor may use the nearest capable healthcare provider including out of state providers. A youth requiring off-site medical care should have access to the care within three weeks of the determined need. A youth not receiving timely access to care must be discussed with the Contract Administrator of Probation.
  - 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 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.
- c) In the event Contractor does not perform the required TB screening within the timeframes specified above, Contractor shall pay liquidated damages of \$50 for every 24 hours beyond the specified timeframes until the screening is provided. Contractor shall not be liable for liquidated damages for Inmates or Youth who are released from custody before the time frames specified above or who are released from custody prior to the completion of the TB screening in accordance with protocol.

- 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 "Health Care Records" and 1406 "Health Care 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, Facility Administrator for the Juvenile Facility, 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. Conducting sick call and physical examinations as scheduled; and 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 three Facilities who shall, under the general direction of the Medical Director and CFMG Administration, provide overall responsibility for:
  - i. the coordination of health care services for the County of El Dorado Facilities in accordance with the terms of this Agreement,
  - ii. Contractor management; and
  - iii. 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) onsite hours to the Placerville Adult Facility and twenty (20) onsite 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 Facility 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. The 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 for the South Lake Tahoe Juvenile Facility. The Program Manager shall have flexibility in determining appropriate distribution of hours based on the needs of the Youth at each 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, Section 1410, 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](http://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 have 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 three (3) 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:

<b>Total for the month:</b>	<b>Broken down by:</b>	<b>And:</b>
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	
<b>Total for the month:</b>	<b>Broken down by:</b>	<b>And:</b>
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 ("NTE") amount for the period July 1st, 2024, through June 30, 2029, shall be listed below with a NTE of \$45,000,000.00:

July 1, 2024 – December 31, 2024	MONTHLY \$584,871.50	ANNUALLY \$3,509,229
January 1, 2025 – December 31, 2025	MONTHLY \$611,190.72	ANNUALLY \$7,334,288.64
January 1, 2026 – December 31, 2026	MONTHLY \$638,694.30	ANNUALLY \$7,664,331.60
January 1, 2027 – December 31, 2027	MONTHLY \$667,433.80	ANNUALLY \$8,009,205.60
January 1, 2028 – December 31, 2028	MONTHLY \$697,468.32	ANNUALLY \$8,369,619.84
January 1, 2029 – December 31, 2029	MONTHLY \$728,854.73	ANNUALLY \$8,746,256.76

Payment During Negotiations: County shall continue to pay Contractor the current contracted rate if the agreement lapses while negotiations of an amendment or renewal are ongoing. Upon execution of the amendment or renewal, County and Contractor shall reconcile any amounts paid or due as may be necessary, in accordance with this section.

**B. 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)	Limited to \$10,000.00 aggregate cost each fiscal year for HIV or AIDS medication and outpatient treatment. Documentation requirements list below (Section C). The foregoing limit does not include Psychiatric or Medical Hospital Admission or Out of County Inmate or Youths Psychiatric or Medical Hospital Admission.

**C. Contractor Reimbursement over Liability Limits**

- 1) As the designated Health Authority for the County of El Dorado Adult and Juvenile Facility, Contractor shall ensure all Inmate or Youth Psychiatric or Medical hospitalization charges are paid pursuant to California Penal Code 4011.
  - a) 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.
  - b) The County is responsible for payment of medical care provided to detained persons pursuant to California Penal Code Section 4011 and CCR Title 15.
  - c) The annual cost of medical care overruns cannot be anticipated, and as such, is not included in the Base Rate.

For services provided herein, including any deliverables that may be identified herein, County agrees to pay Contractor upon the satisfactory completion and County's acceptance of work, in arrears. Payment shall be made within forty-five (45) days following County's receipt and approval of itemized invoices identifying the services rendered.

2) Invoices:

- a) 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.

The total amount of this Agreement shall not exceed \$45,000,000.00 inclusive of all costs, taxes, and expenses.

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 three 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.

- b) 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.

Itemized invoices shall follow the format specified by County and shall reference this Agreement number on their faces. Copies of documentation attached to invoices shall reflect Contractor's charges for the specific services billed on those invoices. Invoices shall be mailed to County at the following address:

County of El Dorado  
Sheriff's Office  
200 Industrial Drive  
Placerville, CA 95667

or to such other location as County directs.

County of El Dorado  
Probation Department  
3974 Durock Road, Suite 205  
Shingle Springs, CA 95682

Or to such other locations as County Directs

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.

In the event that Contractor fails to deliver, in the format specified, the deliverables and progress reports required by this Agreement, County at its sole option may delay the payment for the period of time of the delay, cease all payments until such time as the required deliverables or progress reports are received, or proceed as set forth below in ARTICLE XIV, Default, Termination, and Cancellation, herein.

- c) **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.
- 3) **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.

- 4) **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.



- 5) 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.

**D. 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.

**E. Compensation Reduction Due To Contractually Insufficient Staffing:**

**1) Staffing Reimbursements**

- a. In any month in which Contractor does not meet the minimum clinical staffing level, County shall reduce the monthly Base Rate in accordance with Article IV of this Agreement in an amount equal to the total number of contractually mandated hours not provided for each job classification multiplied by the average hourly compensation rate for each such job classification. Contractor shall be permitted to utilize overtime, PRN or agency staffing to meet the minimum clinical staffing. For example, if Contractor fails to provide 2.7 hours of RN services and 1.5 hours of Medical Director services during a service month, the reduction in the Base Rate for the service month shall be  $(2.7 \times \$65) + (1.5 \times \$203.64) = \$480.96$ . Contractor shall provide County with a listing of the current average hourly compensation rate for each job classification and shall notify County in writing when such rates change.
- b. Contractor shall provide County a monthly summary showing: (1) actual hours worked by each job classification, (2) the contractually required hours of clinical staffing for each classification, (3) the deficiency, if any, in the actual number of hours provided by each classification compared with the contractually required hours, and (4) the calculated reduction in the Base Rate based upon the deficiency (if any), by the 20th day of the month, or the first business day following the 20th day of the month, following the service month being summarized. County shall review this monthly summary and either approve or dispute the numbers in the summary, and the calculated reduction in the Base Rate, within 10 business days of receiving the monthly summary. If County disputes any information in the monthly summary, the parties shall confer in good faith to attempt to resolve the dispute informally prior to seeking formal remedies. If the County does not respond within 10 business days of receiving the monthly summary, the County will be deemed to have approved the summary and calculated reduction in the Base Rate.

- c. Contractor shall make reasonable efforts to supply the staffing levels mandated by this Agreement, 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.
- d. Based on actual staffing needs as affected by medical emergencies, riots, increased or decreased Inmate/Detainee population, and other unforeseen circumstances, certain increases or decreases in staffing requirements may be waived as agreed to by the County and Contractor.

## 2) Cost Recovery

- a. If Contractor's failure to provide the staffing levels mandated by this Agreement requires County personnel to obtain emergency off-site medical services for an Inmate or Youth, Contractor may be ultimately financially responsible for such services as described below.
- b. In the event that County is required to obtain emergency off-site services for an Inmate or Youth due to Contractor's failure to supply the staffing levels mandated by this Agreement, the Parties shall review the facts and circumstances surrounding the event and determine whether the emergency off-site services were medically necessary.
- c. If, after review, both parties agree the emergency off-site services were medically necessary, Contractor shall be financially responsible for the cost of such off-site services. If the parties cannot agree on the medical necessity of the emergency off-site services, County may pursue any remedies available under applicable law to enforce this provision.
- d. Contractor shall issue a credit to County on its next monthly bill in order to reimburse County for medically necessary emergency off-site services.

## ARTICLE V

**HIPAA Compliance:** As a condition of Contractor performing services for the County of El Dorado, Contractor shall comply with that Exhibit F "Business Associate Agreement" attached hereto and incorporated by reference herein.

## ARTICLE VI

**Taxes:** Contractor certifies that as of today's date, it is not in default on any unsecured property taxes or other taxes or fees owed by Contractor to County. Contractor agrees that it shall not default on any obligations to County during the term of this Agreement.

## ARTICLE VII

**Changes to Agreement:** This Agreement may be amended by mutual consent of the parties hereto. Said amendments shall become effective only when in writing and fully executed by duly authorized officers of the parties hereto.

#### **ARTICLE VIII**

**Contractor to County:** It is understood that the services provided under this Agreement shall be prepared in and with cooperation from County and its staff. It is further understood that this Agreement does not create an exclusive relationship between County and Contractor, and Contractor may perform similar work or services for others. However, Contractor shall not enter into any agreement with any other party, or provide any information in any manner to any other party, that would conflict with Contractor's responsibilities or hinder Contractor's performance of services hereunder, unless County's Contract Administrator, in writing, authorizes that agreement or sharing of information.

#### **ARTICLE IX**

**Confidentiality:** Each Party shall maintain the confidentiality and privileged nature of all records, including billing records, together with any knowledge therein acquired, in accordance with all applicable state and federal laws and regulations, as they may now exist or may hereafter be amended or changed. County, Contractor, and all County and Contractors staff, employees, and representatives, shall not use or disclose, directly or indirectly at any time, any said confidential information, other than to County's Community Development Services or other authorized personnel, for the purpose of, and in the performance of, this Agreement. This confidentiality provision shall survive after the expiration or earlier termination of this Agreement.

#### **ARTICLE X**

**Assignment and Delegation:** Contractor is engaged by County for its unique qualifications and skills as well as those of its personnel. Except as provided herein, no party to this agreement may assign any of its rights or delegate any of its duties under this agreement without prior written consent of other party; provided however, that Contractor may assign its rights or delegate its duties to an affiliate of Contractor, or in connection with the sale of all or substantially all of the stock assets or business of Contractor. Any unauthorized attempted assignment shall be null and void and of no force or effect.

#### **ARTICLE XI**

**Independent Contractor:** The parties intend that an independent contractor relationship will be created by this contract. Contractor is, and shall be at all times, deemed independent and shall be wholly responsible for the manner in which it performs services required by the terms of this Agreement. Contractor exclusively assumes responsibility for acts of its employees, agents, affiliates, and subcontractors, if any are authorized herein, as they relate to the services or work to be performed under this Agreement during the course and scope of their employment by Contractor. Those persons will be entirely and exclusively under the direction, supervision, and control of Contractor.

County may designate the tasks to be performed and the results to be accomplished under this Agreement, provide information concerning the work or services, approve or disapprove the final work product and/or services provided, and set deadlines for the completion of the work or services, but County will not control or direct the manner, means, methods, or sequence in which Contractor performs the work or services for accomplishing the results. Contractor understands and agrees that Contractor lacks the authority to bind County or incur any obligations on behalf of County.

Contractor, including any subcontractor or employees of Contractor, shall not receive, nor be eligible for, any benefits County provides for its employees, including, but not limited to, vacation pay, paid holidays, life insurance, health insurance, social security, disability insurance, pension, or 457 plans. Contractor shall not receive, nor be eligible for, workers' compensation, including medical and indemnity payments. County is not responsible for withholding, and shall not withhold, Federal Income Contribution Act amounts or taxes of any kind from any payments which it owes Contractor. Contractor shall not be subject to the work schedules or vacation periods that apply to County employees.

Contractor shall be solely responsible for paying its employees, and for withholding Federal Income Contribution Act amounts and other taxes, workers' compensation, unemployment compensation, medical insurance, life insurance, or any other benefit that Contractor provides for its employees.

Contractor acknowledges that it has no authority to bind the County or incur any obligations on behalf of the County with regard to any matter and shall not make any agreements or representations on the County's behalf.

#### **ARTICLE XII**

**Fiscal Considerations:** The parties to this Agreement recognize and acknowledge that County is a political subdivision of the State of California. As such, County is subject to the provisions of Article XVI, section 18 of the California Constitution and other similar fiscal and procurement laws and regulations and may not expend funds for products, equipment, or services not budgeted in a given fiscal year. It is further understood that in the normal course of County business, County will adopt a proposed budget prior to a given fiscal year, but that the final adoption of a budget does not occur until after the beginning of the fiscal year.

Notwithstanding any other provision of this Agreement to the contrary, County shall give notice of cancellation of this Agreement in the event of adoption of a proposed budget that does not provide for funds for the services, products, or equipment subject herein. Such notice shall become effective upon the adoption of a final budget, which does not provide funding for this Agreement. Upon the effective date of such notice, this Agreement shall be automatically terminated, and County released from any further liability hereunder.

In addition to the above, should the Board of Supervisors during the course of a given year for financial reasons reduce or order a reduction in the budget for any County department for which services were contracted to be performed, pursuant to this paragraph in the sole discretion of County, this Agreement may be deemed to be canceled in its entirety subject to payment for services performed prior to cancellation.

#### **ARTICLE XIII**

**Audit by California State Auditor:** Contractor acknowledges that if total compensation under this Agreement is greater than \$10,000.00, this Agreement is subject to examination and audit by the California State Auditor for a period of three (3) years, or for any longer period required by law, after final payment under this Agreement, pursuant to California Government Code section 8546.7. In order to facilitate these potential examinations and audits, Contractor shall maintain, for a period of at least three (3) years, or for any longer period required by law, after final payment

under the Agreement, all books, records, and documentation necessary to demonstrate performance under the Agreement.

#### **ARTICLE XIV**

##### **Default, Termination, and Cancellation:**

- 1) Default: Upon the occurrence of any default of the provisions of this Agreement, a party shall give written notice of said default to the party in default (notice). If the party in default does not cure the default within ten (10) days of the date of notice (time to cure), then such party shall be in default. The time to cure may be extended at the discretion of the party giving notice. Any extension of time to cure must be in writing, prepared by the party in default for signature by the party giving notice, and must specify the reason(s) for the extension and the date on which the extension of time to cure expires.

Notice given under this section shall specify the alleged default and the applicable Agreement provision and shall demand that the party in default perform the provisions of this Agreement within the applicable period of time. No such notice shall be deemed a termination of this Agreement unless the party giving notice so elects in this notice, or the party giving notice so elects in a subsequent written notice after the time to cure has expired. In the event of termination for default, County reserves the right to take over and complete the work by contract or by any other means.

- 2) If County terminates this Agreement, in whole or in part, for default:
  - a) County shall pay Contractor the sum due to Contractor under this Agreement prior to termination, unless the cost of completion to County exceeds the funds remaining in the Agreement. In which case the overage shall be deducted from any sum due Contractor under this Agreement and the balance, if any, shall be paid to Contractor upon demand.
  - b) County may require Contractor to transfer title and deliver to County any completed work under the Agreement.
- 3) The following shall be events of default under this Agreement:
  - a) Failure by either party to perform in a timely and satisfactory manner any or all of its obligations under this Agreement.
  - b) A representation or warranty made by Contractor in this Agreement proves to have been false or misleading in any respect.
  - c) Contractor fails to observe and perform any covenant, condition, or agreement on its part to be observed or performed under this Agreement, unless County agrees, in writing, to an extension of the time to perform before that time period expires.
  - d) A violation of ARTICLE XXI, Conflict of Interest.
- 4) Bankruptcy: County may terminate this Agreement immediately in the case of bankruptcy, voluntary or involuntary, or insolvency of Contractor.



- 5) **Ceasing Performance:** County may terminate this Agreement immediately in the event Contractor ceases to operate as a business or otherwise becomes unable to substantially perform any term or condition of this Agreement.
- 6) **Termination or Cancellation without Cause:** Notwithstanding anything to the contrary contained in this Agreement, County or Contractor may terminate this agreement, for convenience upon one hundred fifty (150) calendar days' written Notice of Termination. If such termination is affected, County will pay for satisfactory services rendered before the effective date of termination, as set forth in the Notice of Termination provided to Contractor, and for any other services that County agrees, in writing, to be necessary for contract resolution. In no event, however, shall County be obligated to pay more than the total amount of the Agreement. Upon receipt of a Notice of Termination, Contractor shall promptly discontinue all services affected, as of the effective date of termination set forth in such Notice of Termination, unless the Notice directs otherwise.
- 7) **Transfer of Records:** In the event that Contractor ceases operation, all files that are subject to audit shall be transferred to the County for proper storage of physical records and electronic data. Contractor shall notify County of impending closure as soon as such closure has been determined and provide County with a complete list of the records in its possession pertaining to County clients and operational costs under this agreement. County shall promptly advise Contractor which records are to be transferred to the custody of County. Records not transferred to custody of County shall be properly destroyed by Contractor, and Contractor shall provide documentation of proper destruction of all such records to County. Nothing herein shall be construed to require Contractor to provide copies of or destroy policies, procedures, manuals, training materials and/or forms, or documents to County or any successor provider, it being understood that such materials are proprietary to Contractor and does not include materials, documents, or records which are subject to an evidentiary privilege, designated or considered Patient Safety Work Product, or otherwise deemed confidential pursuant to the Federal Patient Safety and Quality Improvement Act of 2005, 42 USC 299b-22.

## **ARTICLE XV**

**Notice to Parties:** All notices to be given by the parties hereto shall be in writing and served by depositing same in the United States Post Office, postage prepaid and return receipt requested. Notices to County shall be in duplicate and addressed as follows:

To County:  
County of El Dorado  
Sheriff's Office  
200 Industrial Drive  
Placerville, California 95667  
Attn: Tasha Thompson,  
Captain Sheriff's Office

With a copy to:  
County of El Dorado  
Chief Administrative Office 330 Fair Lane  
Placerville, California 95667  
Attn: Michele Weimer  
Procurement and Contracts Manager



To Probation:

El Dorado County Probation  
3974 Durock Rd Ste 205  
Shingle Springs CA 95682  
Attn: Kaci Smith,  
Deputy Chief Probation Officer

or to such other location as County directs.  
Notices to Contractor shall be addressed as follows:

California Forensic Medical Group, INC  
3340 Perimeter Hill Drive  
Nashville, TN 37211  
Attn: Chief Legal Officer

or to such other location as Contractor Directs.

#### **ARTICLE XVI**

**Change of Address:** In the event of a change in address for Contractor's principal place of business, Contractor's Agent for Service of Process, or Notices to Contractor, Contractor shall notify County in writing as provided in ARTICLE XIV, Notice to Parties. Said notice shall become part of this Agreement upon acknowledgment in writing by County's Contract Administrator, and no further amendment of the Agreement shall be necessary provided that such change of address does not conflict with any other provisions of this Agreement.

#### **ARTICLE XVII**

**Indemnity:** To the fullest extent permitted by law, Contractor shall defend at its own expense, indemnify, and hold the County harmless, its officers, employees, agents, and volunteers, against and from any and all liability, claims, suits, losses, damages, or expenses of every name, kind and description, including attorney's fees and costs incurred, brought for, or on account of, injuries to or death of any person, including but not limited to workers, County employees, and the public, or damage to property, or any economic or consequential losses, which are directly caused by the negligent or willful misconduct of Contractor or its officers, agents, or employees in the performance of the services provided hereunder by Contractor, except for liability, claims, suits, losses, damages or expenses arising from the sole negligence or willful acts of the County, its officers and employees, or as expressly prescribed by statute. This duty of Contractor to indemnify and save County harmless includes the duties to defend set forth in Civil Code section 2778.

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

The obligations of indemnity hereunder are conditioned on the party seeking indemnification (i) giving the indemnifying party prompt written notice of any claim for which indemnification will be sought, (ii) permitting the indemnifying party to assume exclusively the control of the defense and

settlement of such claim, and (iii) providing reasonable assistance and cooperation (at the indemnified party's expense) in the defense and settlement of such claim. The indemnified party may take part in its defense at its own expense after the indemnifying Party assumes the control thereof. The indemnified party will provide the indemnifying party with reasonable assistance, at the indemnifying party's expense, in the defense, negotiations, and settlement of any claims. Any settlement intended to bind the indemnified party shall not be final without the indemnified party's written consent, which consent shall not be unreasonably withheld, conditioned, or delayed.

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

The insurance obligations of Contractor are separate, independent obligations under the Agreement, and the provisions of this defense and indemnity are not intended to modify nor should they be construed as modifying or in any way limiting the insurance obligations set forth in the Agreement.

Nothing herein shall be construed to seek indemnity in excess of that permitted by Civil Code section 2782, et seq. In the event any portion of this Article is found invalid, the Parties agree that this Article shall survive and be interpreted consistent with the provisions of Civil Code section 2782, et seq.

#### ARTICLE XVIII

**Insurance:** Contractor shall provide a certificate of insurance as proof of a policy of insurance satisfactory to County's Risk Management Division and documentation evidencing that Contractor maintains insurance that meets the following requirements:

- A. Full Workers' Compensation and Employers' Liability Insurance covering all employees of Contractor as required by law in the State of California.
- B. Workers' Compensation Insurance with statutory limits as required by the laws of any and all states in which Contractor's employees are located, and Employer's Liability Insurance on a per occurrence basis with a limit of not less than \$1,000,000.
- C. Commercial General Liability Insurance of not less than \$1,000,000 combined single limit per occurrence for bodily injury and property damage and a \$2,000,000 aggregate limit. County, including, its officers, officials, employees, and volunteers shall be an additional insured on a blanket additional insured endorsement.
- D. Automobile Liability Insurance of not less than \$1,000,000 is required in the event motor vehicles are used by Contractor's in performance of the Agreement.
- E. In the event Contractor is a licensed professional or professional Contractor and is performing professional services under this Agreement, Professional Liability Insurance is required with a limit of liability of not less than \$1,000,000.
- F. Contractor shall furnish a certificate of insurance satisfactory to County's Risk Management Division as evidence that the insurance required above is being maintained.
- G. The insurance will be issued by an insurance company acceptable to County's Risk Management Division or be provided through partial or total self-insurance likewise acceptable to the Risk Management Division.
- H. Contractor agrees that the insurance required herein shall be in effect at all times during the term of this Agreement. In the event said insurance coverage expires at any time or

times during the term of this Agreement, Contractor agrees to provide prior to said expiration date, a new certificate of insurance evidencing insurance coverage as provided for herein for a period of not less than one (1) year. New certificates of insurance are subject to the approval of Risk Management and Contractor agrees that no work or services shall be performed prior to the giving of such approval. In the event Contractor fails to keep in effect at all times insurance coverage as herein provided, County may, in addition to any other remedies it may have, terminate this Agreement upon the occurrence of such event.

- I. The certificate of insurance must include the following provisions stating that:
  1. The County of El Dorado, its officers, officials, employees, and volunteers are included as additional insured, on an additional insured blanket endorsement, but only insofar as the operations under this Agreement are concerned. This provision shall apply to the general liability policy.
- J. Contractor's insurance coverage shall be primary insurance in respect to County, its officers, officials, employees, and volunteers for the sole negligence of the Contractor.. Any insurance or self-insurance maintained by County, its officers, officials, employees, or volunteers shall be in excess of Contractor's insurance and shall not contribute with it.
- K. Any deductibles or self-insured retentions must be declared to County.
- L. The insurance companies shall have no recourse against the County of El Dorado, its officers, and employees or any of them for payment of any premiums or assessments under any policy issued by any insurance company.
- M. Contractor's obligations shall not be limited by the foregoing insurance requirements and shall survive the expiration of this Agreement.
- N. In the event Contractor cannot provide an occurrence policy, Contractor shall provide insurance covering claims made as a result of performance of this Agreement for not less than three (3) years following completion of performance of this Agreement.

#### **ARTICLE XIX**

**Force Majeure:** Neither party will be liable for any delay, failure to perform, or omission under this Agreement that is due to any cause that it is beyond its control, not due to its own negligence, and cannot be overcome by the exercise of due diligence. In that event, the affected party will:

1. Promptly give written notice to the other of the fact that it is unable to so perform and the cause(s) that is beyond its control.
2. Once the cause(s) has ceased, provide written notice to the other party and immediately resume its performance under this Agreement.

For purposes of this Article, "cause that is beyond its control" includes labor disturbances, riots, fires, earthquakes, floods, storms, lightning, epidemics, war, disorders, hostilities, expropriation or confiscation of properties, failure of and delays by carriers, interference by civil or military authorities, whether legal or de facto, and whether purporting to act under some constitution, decree, or law, or otherwise, or acts of God.

#### **ARTICLE XX**

**Waiver:** No failure on the part of the parties to exercise any rights under this Agreement, and no course of dealing with respect to any right hereunder, shall operate as a waiver of that right, nor

shall any single or partial exercise of any right preclude the exercise of any other right. The remedies herein provided are cumulative and are not exclusive of any other remedies provided by law.

#### **ARTICLE XXI**

**Conflict of Interest:** The parties to this Agreement have read and are aware of the provisions of Government Code section 1090 et seq. and the Political Reform Act of 1974 (section 87100 et seq.), relating to conflict of interest of public officers and employees. Individuals who are working for Contractor and performing work for County and who are considered to be Contractor within the meaning of Title 2, California Code of Regulations, section 18700.3, as it now reads or may thereafter be amended, are required to file a statement of economic interest in accordance with County's Conflict of Interest Code. County's Contract Administrator shall at the time this Agreement is executed make an initial determination whether or not the individuals who will provide services or perform work pursuant to this Agreement are Contractor within the meaning of the Political Reform Act and County's Conflict of Interest Code. Statements of economic interests are public records subject to disclosure under the California Public Records Act.

Contractor covenants that during the term of this Agreement neither it, or any officer or employee of Contractor, has or shall acquire any interest, directly or indirectly, in any of the following:

1. Any other contract connected with, or directly affected by, the services to be performed by this Agreement.
2. Any other entities connected with, or directly affected by, the services to be performed by this Agreement.
3. Any officer or employee of County that are involved in this Agreement.

If Contractor becomes aware of a conflict of interest related to this Agreement, Contractor shall promptly notify County of the existence of that conflict, and County may, in its sole discretion, immediately terminate this Agreement by giving written notice of termination specified in ARTICLE XIV, Default, Termination, or Cancellation.

Pursuant to Government Code section 84308 (SB 1439, the Levine Act), Contractor shall complete and sign the attached Exhibit A, marked "California Levine Act Statement," incorporated herein and made by reference a part hereof, regarding campaign contributions by Contractor, if any, to any officer of County.

#### **ARTICLE XXII**

##### **Nondiscrimination:**

- A. County may require Contractor services on projects involving funding from various state and/or federal agencies, and as a consequence, Contractor shall comply with all applicable nondiscrimination statutes and regulations during the performance of this Agreement including but not limited to the following: Contractor and its employees and representatives shall not unlawfully discriminate against any employee or applicant for employment because of race, religion, color, national origin, ancestry, physical handicap, mental disability, medical condition, genetic information, military or veteran status, marital status, age, gender, gender identity, gender expression, sexual orientation, or sex; Contractor shall, unless exempt, comply with the applicable provisions of the Fair Employment and Housing Act (Government Code, section 12900 et seq.) and applicable

regulations promulgated thereunder (California Code of Regulations, Title 2, section 11000 et seq.); the applicable regulations of the Fair Employment and Housing Commission implementing Government Code, section 12990, set forth in Subchapter 5 of Chapter 5 of Division 4.1 of Title 2 of the California Code of Regulations incorporated into this Agreement by reference and made a part hereof as if set forth in full; and Title VI of the Civil Rights Act of 1964, as amended. Contractor and its employees and representatives shall give written notice of their obligations under this clause as required by law.

- B. Where applicable, Contractor shall include these nondiscrimination and compliance provisions in any of its agreements that affect or are related to the services performed herein.
- C. Contractor's signature executing this Agreement shall provide any certifications necessary under the federal laws, the laws of the State of California, including but not limited to Government Code sections 12990 and Title 2, California Code of Regulations, section 11102.

#### **ARTICLE XXIII**

**California Residency (Form 590):** If Contractor is a California resident, Contractor must file a State of California Form 590, certifying its California residency or, in the case of a limited liability company or corporation, certifying that it has a permanent place of business in California. Contractor will be required to submit a Form 590 prior to execution of this Agreement, or County shall withhold seven (7) percent of each payment made to Contractor during the term of this Agreement. This requirement applies to any agreement/contract exceeding \$1,500.

#### **ARTICLE XXIV**

**County Payee Data Record Form:** All independent contractors or corporations providing services to County who do not have a Department of the Treasury Internal Revenue Service Form W-9 (Form W-9) on file with County must file a County Payee Data Record Form with County.

#### **ARTICLE XXV**

**Business License:** County's Business License Ordinance provides that it is unlawful for any person to furnish supplies or services or transact any kind of business in the unincorporated territory of El Dorado County without possessing a County business license unless exempt under County Ordinance Code section 5.08.070. Contractor warrants and represents that it shall comply with all of the requirements of County's Business License Ordinance, where applicable, prior to beginning work under this Agreement and at all times during the term of this Agreement.

#### **ARTICLE XXVI**

**Licenses:** Contractor hereby represents and warrants that Contractor and any of its subcontractors employed under this Agreement has all the applicable licenses, permits, and certifications that are legally required for Contractor and its subcontractors to practice its profession or provide the services or work contemplated under this Agreement in the State of California. Contractor and its subcontractors shall obtain or maintain said applicable licenses, permits, or certificates in good standing throughout the term of this Agreement.



#### **ARTICLE XXVII**

**California Forum and Law:** Any dispute resolution action arising out of this Agreement, including, but not limited to, litigation, mediation, or arbitration, shall be brought in El Dorado County, California, and shall be resolved in accordance with the laws of the State of California.

#### **ARTICLE XXVIII**

**Contract Administrator:** The County Officer or employee with responsibility for administering this Agreement is Tasha Thompson, Captain, El Dorado County Sheriff's Office, or successor.

#### **ARTICLE XXIX**

**Authorized Signatures:** The parties to this Agreement represent that the undersigned individuals executing this Agreement on their respective behalf are fully authorized to do so by law or other appropriate instrument and to bind upon said parties the obligations set forth herein.

#### **ARTICLE XXX**

**Electronic Signatures:** Each party agrees that the electronic signatures, whether digital or encrypted, of the parties included in this Agreement, are intended to authenticate this writing and to have the same force and effect as manual signatures. Electronic Signature means any electronic visual symbol or signature attached to or logically associated with a record and executed and adopted by a party with the intent to sign such record, including facsimile or email electronic signatures, pursuant to the California Uniform Electronic Transactions Act (Civil Code sections 1633.1 to 1633.17) as amended from time to time.

#### **ARTICLE XXXI**

**Partial Invalidity:** If any provision, sentence, or phrase of the Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions, sentences, and phrases will continue in full force and effect without being impaired or invalidated in any way.

#### **ARTICLE XXXII**

**No Third-Party Beneficiaries:** Nothing in this Agreement is intended, nor will be deemed, to confer rights or remedies upon any person or legal entity not a party to this Agreement.

#### **ARTICLE XXXIII**

**Counterparts:** This Agreement may be executed in one or more counterparts, each of which shall be an original and all of which together shall constitute one and the same instrument.

#### **ARTICLE XXXIV**

**Entire Agreement:** This document and the documents referred to herein or exhibits hereto are the entire Agreement between the parties, and they incorporate or supersede all prior written or oral agreements or understandings.

#### **ARTICLE XXXV**

**Privacy/Recording:** County shall not, and shall not permit any third party seeking to, recording or filming of Contractor staff and/or the medical treatment of any Inmate or Youth, including medication passes, or any medical treatment that occurs in or outside of the facilities that is not



directly related to the day to day security operations within the facilities; such permitted recordings shall include, but not necessarily be limited to, security camera and body-worn camera recordings. In the event that the County plans to permit recording or filming inside of a facility, Contractor shall be provided with fourteen (14) days' advance written notice of any such activity, and such recording/filming must comply with the terms of this Article XXXV of the Agreement. Any recordings that capture the provision of medical treatment to any Inmate or Youth shall be considered confidential and privileged and not subject to disclosure as a public record.

**Requesting Contract Administrator Concurrence:**

By: Tasha Thompson Date: 02/04/2025  
Tasha Thompson (Feb 4, 2025 13:23 PST)

Tasha Thompson, Captain Eldorado County Sheriff Office

By: Kaci Smith Date: Jan 29, 2025  
Kaci Smith (Jan 29, 2025 10:01 PST)

Kaci Smith, Deputy Chief Probation Officer, Probation Department

**Requesting Department Head Concurrence:**

By: Jeff Leikauf Date: 02/04/2025  
Jeff Leikauf (Feb 4, 2025 11:26 PST)

Jeff Leikauf, Sheriff, Eldorado County Sheriff Office

By: Brian Richart Date: Jan 31, 2025  
Brian Richart (Jan 31, 2025 09:41 PST)

Brian Richart, Chief Probation Officer, Probation Department

**IN WITNESS WHEREOF**, the parties hereto have executed this Agreement on the dates indicated below.


-- COUNTY OF EL DORADO --

By: [Signature] Dated: 2/25/25  
Board of Supervisors "County"

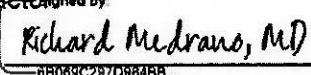
Attest:  
Kim Dawson  
Clerk of the Board of Supervisors

By: [Signature] Dated: 2/25/25  
Deputy Clerk

- - California Forensic Medical Group, Incorporated - -

By:   
Name: Grady J. Bazzel, MD  
Title: President

Dated: 1/27/2025

"Contractor"  
By:   
Name: Richard Medrano, MD  
Corporate Secretary

Dated: 1/27/2025

**Exhibit A**  
**California Levine Act Statement**

**California Levine Act Statement**

California Government Code section 84308, commonly referred to as the "Levine Act," prohibits any officer of El Dorado County from participating in any action related to a contract if he or she accepts, solicits, or directs any political contributions totaling more than two hundred and fifty dollars (\$500) within the previous twelve (12) months, and for twelve (12) months following the date a final decision concerning the contract has been made, from the person or company awarded the contract. The Levine Act also requires disclosure of such contribution by a party to be awarded a specific contract. An officer of El Dorado County includes the Board of Supervisors, any elected official, and the chief administrative officer (collectively "Officer"). It is the Contractor's responsibility to confirm the appropriate "Officer" and name the individual(s) in their disclosure.

Have you or your company, or any agent on behalf of you or your company, made any political contribution(s), or been solicited to make a contribution by an Officer or had an Officer direct you to make a contribution of more than \$500 to an Officer of the County of El Dorado in the twelve months preceding the date of the submission of your proposals or the anticipated date of any Officer action related to this contract?

\_\_\_\_\_ YES      X   NO

If yes, please identify the person(s) by name:

Do you or your company, or any agency on behalf of you or your company, anticipate or plan to make any political contribution(s) of more than \$500 to an Officer of the County of El Dorado in the twelve months following any Officer action related to this contract?

\_\_\_\_\_ YES      X   NO

If yes, please identify the person(s) by name:

Answering YES to either of the two questions above does not preclude the County of El Dorado from awarding a contract to your firm or any taking any subsequent action related to the contract. It does, however, preclude the identified Officer(s) from participating in any actions related to this contract.

1/27/2025

Date

California Forensic Medical Group, Inc.

Type or write name of company

Signed by:  


Signature of authorized individual

Grady J. Bazzel, MD

Type or write name of authorized individual.

EXHIBIT B

1 WILLIAM C. NEASHAM, II, #072078  
 El Dorado County Counsel  
 2 El Dorado County Counsel's Office  
 360 Fair Lane  
 3 Placerville, California 95667  
 Telephone: (916) 621-5770

4 VALENTINA REINER, #99537  
 5 BARKETT, GUMPert & REINER  
 Attorneys at Law  
 3620 American River Drive, Suite 215  
 Sacramento California 95864  
 Telephone: (916) 481-3683

Attorneys for Defendants  
 COUNTY OF EL DORADO and  
 RICHARD PACILEO

IN THE UNITED STATES DISTRICT COURT  
 FOR THE EASTERN DISTRICT OF CALIFORNIA

12  
 13 LINDA YORK, et al.,  
 14 Plaintiffs,

NO. CIVS-90-0833 WBS-JFM

STIPULATION TO ORDER OF  
 SETTLEMENT AND TO ENTRY OF  
 JUDGMENT OF DISMISSAL

15  
 16 v.  
 17 COUNTY OF EL DORADO, et al.,  
 18 Defendants.

19  
 20 It is hereby stipulated between the parties, Plaintiffs  
 21 LINDA YORK, all named representatives, named and unnamed members of  
 22 the Plaintiff-class, Defendants COUNTY OF EL DORADO and RICHARD  
 23 PACILEO, by and through their respective counsel, RICHARD P.  
 24 HERMAN, PAUL COMISKEY, DANIEL STORMER, PAUL PERSONS, DEBORAH  
 25 FABRICANT and RICHARD DEREVAN for Plaintiffs, and VALENTINA REINER  
 26 of BARKETT, GUMPert AND REINER for Defendants, that:

1 I declare under penalty of perjury that the foregoing is  
2 true and correct.

3 Executed on December 15, 1993, at Sacramento, California.  
4

5  
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28

FELICIA M. BORGES

1           Population Cap -- Placerville Jail: Defendants agree to  
 2 continue to maintain the population cap of 243 applicable to the  
 3 existing Placerville Jail, in accordance with the Declaratory  
 4 Judgment issued by the El Dorado County Superior Court on September  
 5 8, 1991, the terms of which are incorporated herein by this  
 6 reference. Defendants were and remain fully in compliance with said  
 7 cap.

8  
 9           Population Cap -- South Lake Tahoe Jail: Defendants agree  
 10 to continue to maintain the population cap of 124 applicable to the  
 11 existing South Lake Tahoe Jail, with which Defendants were and  
 12 remain fully in compliance. Defendants will provide Plaintiffs'  
 13 counsel, Richard Herman, with quarterly reports concerning the  
 14 total population in the Placerville and the South Lake Tahoe Jails,  
 15 for the two-year period following entry of dismissal of this  
 16 action. Such reports shall not be filed with the Court. Such  
 17 reports are not and shall not be offered by any party or construed  
 18 by the Court to constitute or promote monitoring of any kind. (See,  
 19 infra, "No Monitoring.")

20  
 21           Medically - Related Services -- Placerville and South  
 22 Lake Tahoe Jails: Defendants will provide medically-related  
 23 services 24 hours per day, seven days per week in the Placerville  
 24 and the South lake Tahoe Jails, consisting of a minimum level of  
 25 staffing of one person, at minimum level of licensure of licensed  
 26 vocational nurse (LVN).



1 Defendants will make reasonable efforts to have the  
2 intake medical screening performed by an individual with the  
3 highest level of nursing care available at the time of intake,  
4 subject to nursing staff's responsibility to perform and complete  
5 other assigned duties, and in no event by less than an LVN.

6 A medical doctor will be available in the Placerville  
7 Jail to review charts and see patients for a minimum of eight hours  
8 per week. A medical doctor will be available in the South Lake  
9 Tahoe Jail to review charts and see patients for a minimum of eight  
10 hours per week.

11  
12 Mental Health Services -- Placerville and South Lake  
13 Tahoe Jails: A clinical psychologist will be available in the  
14 Placerville Jail for a minimum of four hours per week. A clinical  
15 psychologist will be available in the South Lake Tahoe Jail for a  
16 minimum of four hours per week. The availability of a psychologist  
17 may vary the need for the current level of presence of the  
18 psychiatrist, which is one hour per week in the Placerville Jail.  
19 However, a psychiatrist will be reasonably available on an as  
20 needed basis.

21  
22 Dental Care -- Placerville and South Lake Tahoe Jails:  
23 Defendants will provide necessary dental care in a timely fashion  
24 in accordance with and over the duration of the contract for dental  
25 services now in effect and the scope of services set forth therein.

Restraint Chair -- Placerville and South Lake Tahoe

Jails: Defendants may utilize the restraint chair in the manner and according to the terms of their policies and procedures applicable to use of the restraint chair, except that a medical opinion on placement and retention in the chair shall be obtained in any instance in which the chair is used for more than fifteen minutes, and as soon as reasonably possible, but not later than three hours of the placement if the person is not released from the chair at that time, and in no event shall a prisoner be in the restraint chair for more than eight hours in a single day.

Law Library -- Placerville Jail Only: The library in the

Placerville Jail only, shall consist of the items enumerated in Exhibit A hereto, which is incorporated herein by this reference, and said library will be supplemented to include the following items, to the extent that they or their substantial equivalent are not already available within the Placerville Jail's law library: Witkin on Criminal Law, Witkin on Criminal Procedure, Witkin on Evidence, California Reporters from the year 1969, forward; Federal Reporters, 2d, from volume 500, forward; Supreme Court Reports from the latest volume already available in the Jail through the present; United States Codes from the latest volume already available in the Jail through the present, on subjects of criminal law, constitutional law, civil rights (Title 42), and evidence; California Codes in the subjects already contained in the Placerville Library, save and except the following codes, which

1 need not be maintained: Corporations, Education, Elections, Fish  
2 and Game, Food and Agricultural, Harbors and Navigation, Insurance,  
3 Labor, Military and Veterans, Probate, Public Resources, Public  
4 Utilities, Revenue and Taxation, Streets and Highways, Uniform  
5 Commercial Code, Unemployment Insurance and Water Codes.

6 The costs associated with supplementing and maintaining  
7 the law library materials and availability of legal services shall  
8 be paid for out of Inmate Welfare Funds.

9  
10 Law Library -- South Lake Tahoe Jail Only: The South Lake  
11 Tahoe Jail only, shall maintain the availability of legal services  
12 to inmates who are not otherwise represented by counsel and who  
13 challenge the legality of their convictions; the conditions of  
14 their incarceration; the legality of their arrests; and in defense  
15 of the criminal charges which resulted in their incarcerations.  
16 Such legal services shall consist of reasonably necessary and  
17 appropriate legal research and advice by an attorney or paralegal.  
18 The COUNTY OF EL DORADO assumes no liability to inmates of the  
19 South Lake Tahoe Jail or to any other persons claiming through or  
20 on behalf of said inmates, for professional errors and/or omissions  
21 as may be committed by said provider(s) of legal services, or as a  
22 result of or in connection with the provision of such legal  
23 services.

24 The availability of such legal services in the South Lake  
25 Tahoe Jail shall be disclosed in the inmate orientation materials  
26 for that facility, in bolded and underlined type, and such  
27  
28

1 disclosure shall also be posted in the booking area in the South  
2 Lake Tahoe Jail.

3 The costs associated with supplementing and maintaining  
4 the law library materials and availability of legal services shall  
5 be paid for out of Inmate Welfare Funds.

6  
7 Safety Cell Issue: The within Stipulation and Judgment of  
8 Dismissal entered thereon are without prejudice to Plaintiffs'  
9 option to initiate new litigation on the use of safety cells, and  
10 this will not preclude entry of a final judgment in this action as  
11 to all issues. The parties agree that any such new action shall be  
12 assigned to the Honorable Gregory G. Hollows, subject to the  
13 approval of the United States District Court. Defendants intend to  
14 and will maintain their current practices and protocols with  
15 respect to use of the safety cell.

16  
17 No Monitoring: The parties expressly agree that there is  
18 to be no monitoring by or on behalf of Plaintiffs or their counsel,  
19 in relation to or concerning compliance with the terms of this  
20 stipulation and the judgment of dismissal entered thereon. No  
21 provision for future monitoring is in any way contemplated or  
22 provided for herein.

23  
24 Attorney's Fees and Costs: Attorney's fees and costs of  
25 \$60,000.00 shall be paid by Defendants in accordance with the  
26 Stipulation and Order thereon issued on November 2, 1993, following

1 final approval of the within stipulated order by the Court and upon  
2 entry of dismissal of this action. No other or further attorneys'  
3 fees, costs or payments of any kind, shall be paid or payable by or  
4 on behalf of the Defendants to the Plaintiffs herein, or to  
5 Plaintiffs' counsel, or to any third party on behalf of Plaintiffs  
6 or their counsel, for or in relation to the litigation concerning  
7 the Placerville and South Lake Tahoe Jails.

8  
9 General Provisions: This Stipulation and Judgment of  
10 Dismissal thereon are entered in accordance with and incorporate  
11 herein by this reference the Stipulated Order issued on November 2,  
12 1993. The within Stipulation and Judgment of Dismissal entered  
13 thereon supersede and vacate the stipulated injunction previously  
14 issued as to the South Lake Tahoe Jail on January 22, 1991. The  
15 within Stipulation and Judgment of Dismissal entered thereon fully  
16 adopt and incorporate herein by reference the Affidavit of Richard  
17 P. Herman, Paul Comiskey, Daniel Stormer, Paul Persons, Deborah  
18 Fabricant and Richard Derevan Re: Payment and Distribution of  
19 Attorneys' Fees and Costs and Re: Execution of Stipulated  
20 Settlement Order and Judgment.

21 The within order does not constitute a waiver of any  
22 party's right to seek enforcement of the provisions hereof if and  
23 as otherwise provided by law.

24 The parties agree that liability for any and all claims  
25 alleged by the Plaintiffs is expressly denied by Defendants. This  
26 Stipulated Settlement Order is not and shall never be treated as an

1 admission of liability or responsibility at any time for any  
2 purpose.

3 In light of the fact that this lawsuit is a class action,  
4 the procedures to be followed in giving the Plaintiff-class notice  
5 of the proposed settlement and the procedures to be followed in  
6 securing Court approval of this settlement, shall be set forth in  
7 a separate Order to be issued by the Court. Following execution of  
8 the foregoing by the parties and final approval thereof by the  
9 Court, the above-entitled action shall be and will be ordered  
10 dismissed, with prejudice.

11 DATED: December 7, 1993

Paul W. Comiskey  
PAUL COMISKEY, #65510  
PRISONERS RIGHTS UNION  
Attorney for Plaintiffs  
LINDA YORK, et al., including  
named and unnamed class  
members and on behalf of  
RICHARD HERMAN, PAUL PERSONS  
RICHARD DEREVAN, DEBORAH  
FABRICANT, DAN STORMER

16 DATED: December 7, 1993

BARKETT, GUMPERT & REINER  
Attorneys at Law

By: Valentina Reiner  
VALENTINA REINER, #99537  
Attorneys for Defendants  
COUNTY OF EL DORADO and  
RICHARD PACILEO

ORDER

23 Pursuant to the foregoing Stipulation and good cause  
24 appearing therefor,

25 IT IS SO ORDERED.

26 December 17, 1993

Greg G. Hall  
United States Magistrate Judge



1 Linda York v. County of El Dorado, et al.  
2 U.S. Eastern District Court No. CIVS-90-0833 WBS-JFM

3 PROOF OF SERVICE

4 I declare that:

5 I am a citizen of the United States and employed in  
6 Sacramento, California. I am over the age of eighteen (18) years  
7 and not a party to the within action. My business address is  
8 Powell Teichert Center, 3620 American River Drive, Suite 215,  
9 Sacramento, California 95864. On December 15, 1993, I served the  
10 attached STIPULATION AND ORDER OF SETTLEMENT AND TO ENTRY OF  
11 JUDGMENT OF DISMISSAL on the interested parties by placing a true  
12 copy thereof enclosed in a sealed envelope, with postage thereon  
13 fully prepaid, in the United States Post Office mail box at  
14 Sacramento, California addressed as set forth below:

15 Paul W. Comiskey  
16 2308 J Street, Suite C  
17 Sacramento, CA 95812-1019

18 Richard P. Herman, Esq.  
19 301 Forest Avenue  
20 Laguna Beach, CA 92651

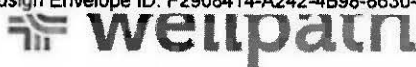
21 William C. Neasham, II,  
22 El Dorado County Counsel's Office  
23 330 Fair Lane  
24 Placerville, CA 95667

25 HADSELL & STORMER  
26 128 no. Fair Oaks Ave., #204  
27 Pasadena, CA 91103

28 Paul Persons, Esq.  
1834 Arroyo Canyon  
Chico, CA 95928

SNELL & WILMER  
P. O. Box 19601  
Irvine, CA 92714

PROOF OF SERVICE



To hope and healing.

EXHIBIT C

## Offsite Referral Request

Name:	ID#:	DOB:
Date/Time:		Gender:

Facility/Site: \_\_\_\_\_

Patient Type: ☐ None ☐ State ☐ Interstate Compact ☐ Federal ☐ ICE/INS

☐ Juvenile ☐ Infirmary Housed

Housing Location: \_\_\_\_\_ Social Security Number: \_\_\_\_\_

\*\*Custody Date: \_\_\_\_\_ Anticipated Release Date: \_\_\_\_\_

Requesting Provider: \_\_\_\_\_

Provider Signature: \_\_\_\_\_ Date/Time: \_\_\_\_\_

☐ Workers Comp ☐ Confirmed due to Patient Violence ☐ Suspected due to Patient Violence ☐ Pre-Existing Condition

☐ Inpatient Stay ☐ Prebooking Event ☐ Not Financially Liable ☐ Financially Liable ☐ Pre-Sentenced ☐ Sentenced

Category of Service: ☐ Dialysis ☐ Office Visit ☐ On-site Chemo ☐ Radiation Therapy ☐ Off-site Radiology

☐ Office Visit w/ Procedure ☐ 1 Day Surgery ☐ Stat Lab ☐ Non-Formulary Lab

☐ Other \_\_\_\_\_

Consulting Provider: \_\_\_\_\_

(Hospital, clinic, physician, list all applicable)

Diagnosis:	
Previous Treatment and Response (Include Meds):	History of Illness/Injury with Date of Onset:
Results of complaint directed physical exam with findings:	Type of procedure requested:
Current functional ability/ADL's:	Other:

Referral Status: ☐ Approved ☐ Approved by Protocol ☐ Request Additional Information ☐ Alternative treatment Plan

**REMINDER: All referral requests need to be entered and submitted through ERMA Care Management.**

Form Folder and Number: Referrals RF05.2	Form Owner: Margaret Trevathan	Accreditation: All	Active / Last Revision Date: February 15, 2022
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## Emergency Room/Direct Admit Referral

Name:	ID#:	DOB:
Date/Time:	Allergies:	Gender:

**ALL INFORMATION ON THIS REPORT MUST BE SUBMITTED VIA ERMA Care Management.**

Treatment Type: ☐ Emergency Room ☐ Direct Admission Hospital \_\_\_\_\_

Transportation: ☐ Custody Car ☐ Ambulance ☐ Air Ambulance ☐ Bedside Booking ☐ Bus

If ambulance, enter name of Ambulance Service: \_\_\_\_\_

Date of Admission: \_\_\_\_\_ Discharge Date: \_\_\_\_\_

Chief Complaint/Diagnosis: \_\_\_\_\_

Reason for ER Visit: *(Include date of onset, present treatment, history of injury or illness, include all x-rays and lab results with consultation)*

<p>Current Medications: _____</p> <p>Medication Allergies: <input type="checkbox"/> None</p>							
B / P	Pulse	Resp	Temp	O2 Sat	Height	Weight	Blood Sugar

Nurse Signature/Title: \_\_\_\_\_ Date/Time: \_\_\_\_\_

**ER PHYSICIAN'S REPORT:** *Please attach actual Emergency Room evaluation and include treatment sheet upon release*

Significant Findings, including tests done: \_\_\_\_\_

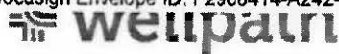
Diagnosis: \_\_\_\_\_

Orders/Recommendations \_\_\_\_\_

ER Physician Signature: \_\_\_\_\_ Date/Time: \_\_\_\_\_

**NOTE: PATIENTS PLAN ESCAPES! DO NOT** inform patients of the date/time of revisits or impending hospitalizations!

Form Folder and Number: Referrals RF09.0	Form Owner: Care Management	Accreditation: All	Active / Last Revision Date May 3, 2022
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To hope and healing.

EXHIBIT D

# Receiving Screening

Name:	DOB:	ID#:
Date/Time:	Allergies:	Gender:

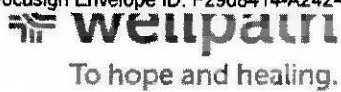
Admissions/ Screening	
Arrest Date:	Prior Incarceration? <input type="radio"/> No <input type="radio"/> Yes- when/where:
Translation need and provided? <input type="radio"/> Yes <input type="radio"/> No If yes, language: <input type="radio"/> Spanish <input type="radio"/> Sign Language <input type="radio"/> _____ If yes, language line used? <input type="radio"/> Yes <input type="radio"/> No	
Emergency Contact/Next of Kin (name/relationship/address/phone):	
<input type="radio"/> Patient refused admission until medically cleared Reason: _____ <input type="radio"/> Patient refused screening <i>*if patient refused screening, refer to "refusal monitoring process" *</i> <input type="radio"/> Patient released from custody	
Do you currently have health insurance? <input type="radio"/> Yes <input type="radio"/> No <input type="radio"/> Medicare <input type="radio"/> Medicaid <input type="radio"/> V/A Benefits <input type="radio"/> Private Policy Info:	

Level of Consciousness - AVPU – Select the most appropriate for patient:							
<input type="radio"/> Alert <input type="radio"/> Responds to Voice <input type="radio"/> Responds to Pain* <input type="radio"/> Unresponsive* <i>*If responds to pain only, or is unresponsive notify health care provider and/or activate EMS</i>							
Vital Signs - *Contact health care provider if vital signs are outside of parameters							
B / P	Pulse	Resp	Temp	O2 Sat	Height	Weight	Blood Sugar
*SBP ≥ 180 or ≤ 90 *DBP ≥ 110 or ≤ 60	*remains ≥ 110 or ≤ 60	*persistently ≤ 10 or ≥ 20	* > 101°F	* < 90%	<input type="radio"/> Reported <input type="radio"/> Actual	<input type="radio"/> Reported <input type="radio"/> Actual	* if indicated

Observation						
Appearance:	<input type="checkbox"/> Unremarkable	<input type="checkbox"/> Dirty/Disheveled	<input type="checkbox"/> Sweating	<input type="checkbox"/> Tremors	<input type="checkbox"/> Other:	
Movement:	<input type="checkbox"/> Unremarkable	<input type="checkbox"/> Unsteady gait	<input type="checkbox"/> Deformity	<input type="checkbox"/> Other:		
	<input type="checkbox"/> Cast /Splint- location:	<input type="checkbox"/> Arm	<input type="checkbox"/> Back	<input type="checkbox"/> Leg	<input type="checkbox"/> Neck	
Respirations	<input type="checkbox"/> Unremarkable	<input type="checkbox"/> Persistent cough	<input type="checkbox"/> Shortness of breath	<input type="checkbox"/> Other:		
Skin	<input type="checkbox"/> Unremarkable	<input type="checkbox"/> Bruises	<input type="checkbox"/> Redness	<input type="checkbox"/> Edema	<input type="checkbox"/> Scars	
	<input type="checkbox"/> Rash	<input type="checkbox"/> Lice/Scabies	<input type="checkbox"/> Jaundice	<input type="checkbox"/> Needle marks	<input type="checkbox"/> Recent Tattoo	
	<input type="checkbox"/> Lesions- Describe:			<input type="checkbox"/> Other:		
HEENT	<input type="checkbox"/> Unremarkable	<input type="checkbox"/> Other:				
Behavior:	<input type="checkbox"/> Appropriate	<input type="checkbox"/> Inappropriate	<input type="checkbox"/> Uncooperative	<input type="checkbox"/> Insensible	<input type="checkbox"/> Other:	
	<input type="checkbox"/> Appears under the influence/intoxicated/withdrawing from substance					
Speech:	<input type="checkbox"/> Clear/coherent	<input type="checkbox"/> Rapid/Pressured	<input type="checkbox"/> Slurred	<input type="checkbox"/> Incoherent	<input type="checkbox"/> Other:	
Mood:	<input type="checkbox"/> Unremarkable	<input type="checkbox"/> Anxious	<input type="checkbox"/> Angry	<input type="checkbox"/> Visibly Depressed		
	<input type="checkbox"/> Euthymic	<input type="checkbox"/> Tearful	<input type="checkbox"/> Other:			

Comments and Additional Observations:				
Past or Present Medical Problems – Patient Questionnaire				
	Yes	No	Explain	
Can you explain why you are in this building?				
Were you treated at ED, hospital, or refused medical care in last 3 days?			When:	Where:
			Reason:	
Have you attempted suicide in the past?			How:	<input type="radio"/> OD <input type="radio"/> Hang <input type="radio"/> Jump <input type="radio"/> Firearm <input type="radio"/> Cut/Stabbing <input type="radio"/> Starvation <input type="radio"/> MVA <input type="radio"/> Other: _____
<i>If yes- refer to MH urgently</i>			When:	<input type="radio"/> < 1 year <input type="radio"/> 1-5 years <input type="radio"/> > 5 years
Do you have, or have you ever had...	Yes	No	Explain:	Current Medications*
Diabetes			<input type="radio"/> IDDM <input type="radio"/> NIDDM Diet: Last Meal:	

Form Folder and Number: Intake IN14.6	Form Owner: Bazzel MD, K. Purcell	Accreditation: 59 All	Active / Last Revision Date: November 10, 2023
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## Receiving Screening

Name:	DOB:	ID#:
Date/Time:	Allergies:	Gender:

High Blood Pressure			
Heart Condition			List: Where and how treated?
Asthma			Peak Flow: Last rescue inhaler use:
COPD			Peak Flow:
Kidney Disease			Dialysis? <input type="radio"/> Yes <input type="radio"/> No Last Treatment: Dialysis facility:
Traumatic Brain Injury/ Head Injury			When/Residual disability? <input type="checkbox"/> None <input type="checkbox"/> Headache <input type="checkbox"/> Dizziness <input type="checkbox"/> Anxiety <input type="checkbox"/> Blurry vision <input type="checkbox"/> Seizures <input type="checkbox"/> Easily upset <input type="checkbox"/> Speaking <input type="checkbox"/> Light/sound sensitivity <input type="checkbox"/> Slurred speech
Seizure Disorder			Type: Last Seizure: Aura?:
Developmental Disability (have an individual education plan, or attend special education classes?)			Caseworker/caregiver? <input type="radio"/> Yes <input type="radio"/> No Name/Contact info:
Any Assistive Devices?			<input type="checkbox"/> Glasses <input type="checkbox"/> Contacts <input type="checkbox"/> Braces <input type="checkbox"/> Hearing Aid <input type="checkbox"/> Prosthesis <input type="checkbox"/> Crutches <input type="checkbox"/> Cane <input type="checkbox"/> Wheelchair <input type="checkbox"/> Walker <input type="checkbox"/> Other:
Any medical, mental health, other conditions that require special accommodations?			<input type="checkbox"/> Seeing <input type="checkbox"/> Hearing <input type="checkbox"/> Walking/Standing <input type="checkbox"/> Eating <input type="checkbox"/> Sleeping <input type="checkbox"/> Thinking <input type="checkbox"/> Communicating <input type="checkbox"/> Other:
Any Medication Allergies			Medication(s): Reaction:
Other serious, life-threatening allergies?			Allergen(s): Reaction:
On a current prescribed diet?			<input type="radio"/> Heart healthy/Cardiac <input type="radio"/> Diabetic <input type="radio"/> Renal <input type="radio"/> Coumadin <input type="radio"/> Other:

Any other past or present conditions like *high cholesterol/triglycerides, bleeding disorders, blood clots, thyroid disease, cancer, organ transplant or any other condition we should be aware of?* ☐ Yes ☐ No  
If Yes- list and explain:

\* Include Medication name, dosage, last dose taken, who prescribed medication, the pharmacy, and verification status

### Infectious Disease and Tuberculosis Screening

Do you have, or have you ever had...	Yes	No	Explain:	Current and Past Tx*
HIV/AIDS				
Hepatitis			Type: <input type="checkbox"/> A <input type="checkbox"/> B <input type="checkbox"/> C Current Tx? <input type="radio"/> Yes <input type="radio"/> No	

Form Folder and Number: Intake IN14.6	Form Owner: Bazzel MD, K. Purcell	Accreditation: 5A11	Active / Last Revision Date: November 10, 2023
--	--------------------------------------	------------------------	---



To hope and healing.

# Receiving Screening

Name:	DOB:	ID#:
Date/Time:	Allergies:	Gender:

Positive test for Tuberculosis (TB)?	When? Where? Last CXR: When? Where?	Result: ONeg O Pos Medications? How Long?
Sexually Transmitted Infection	<input type="checkbox"/> Chlamydia <input type="checkbox"/> Herpes <input type="checkbox"/> Gonorrhea <input type="checkbox"/> Syphilis	Treatment? OYes O No If yes where/when
Recent known exposure to infectious disease?	Disease: When:	

\* Include Medication name, dosage, last dose taken, who prescribed medication, the pharmacy, and verification status

Currently experiencing any of the following symptoms?				<input type="checkbox"/> Denies all
<input type="checkbox"/> Chronic/persistent cough	<input type="checkbox"/> Coughing up blood	<input type="checkbox"/> Fatigue / weakness	<input type="checkbox"/> Fever / chills	
<input type="checkbox"/> Unexplained weight loss	<input type="checkbox"/> Night sweats	<input type="checkbox"/> Short of breath	<input type="checkbox"/> Loss of appetite	
<input type="checkbox"/> Vomiting	<input type="checkbox"/> Diarrhea	<input type="checkbox"/> Clay Colored Stool	<input type="checkbox"/> Tea Colored Urine	
<input type="checkbox"/> Lower abdominal pain	<input type="checkbox"/> Discharge from penis/vagina			
<input type="checkbox"/> Unexplained rash on large area of the body	<input type="checkbox"/> Genital sores, blisters, ulcers			
<input type="checkbox"/> Unprotected sex with more than 2 people in last 3 months	<input type="checkbox"/> IV drug use	<input type="checkbox"/> Currently homeless		

Additional Comments:

If positive symptom of airborne communicable disease/TB place in respiratory isolation and/or refer to ED for evaluation/rule out TB, if positive symptom/risk for STI, HAV or other symptoms call or refer to provider

## Additional Medications Not Listed Above

Are you taking, or supposed to be taking, any other medications or treatments prescribed by a health care provider including chemotherapy, radiation, clinical trials, psychotropic or other medications? O Yes O No

Medication Name	Dosage / Frequency / Route	Last Dose	Reason for taking	Prescriber	Pharmacy	Verified
						O Yes O No
						O Yes O No
						O Yes O No

## Dental Screening

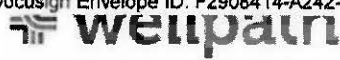
Do you have ...	Yes	No	Explain:
Painful dental condition/complaint(s)?			<input type="checkbox"/> Decay <input type="checkbox"/> Abscess <input type="checkbox"/> Gum Disease Describe:
Dentures?			O Partial OUpper O Lower O Upper & Lower
Special diet due to dental condition?			

## Female Specific Screening

Urine Pregnancy Test O Negative O Positive O Refused test	LMP (date):
Are you/Have you...	Yes No Explain:
Pregnant?	<input type="checkbox"/> Recent opiate use <input type="checkbox"/> Fetal movement <input type="checkbox"/> Blurred vision <input type="checkbox"/> Headache <input type="checkbox"/> Nausea/vomiting <input type="checkbox"/> Weight loss <input type="checkbox"/> Swelling Prenatal care? O Yes O No Last exam: _____ Physician/clinic:
If current substance abuse and pregnant- notify medical provider	

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To hope and healing.

# Receiving Screening

Name:	DOB:	ID#:
Date/Time:	Allergies:	Gender:

Recently delivered, breastfeeding, had a miscarriage, had an abortion?			<input type="radio"/> Delivered: Breastfeeding? <input type="radio"/> Yes <input type="radio"/> No <input type="radio"/> Miscarriage <input type="radio"/> Abortion; when/date: Charged with crime against child? <input type="radio"/> Yes* <input type="radio"/> No
On birth Control?			<input type="checkbox"/> Condoms <input type="checkbox"/> Birth control pills <input type="checkbox"/> IUD <input type="checkbox"/> Depo-Provera shot: <input type="checkbox"/> Other-
Had unprotected sex in last 3 days or were recent victim of sexual assault?			Type: _____ When (date/time): _____ Do you want Emergency Contraception? <input type="radio"/> Yes <input type="radio"/> No <i>If yes, contact provider for orders</i>
Any other past or present Gynecological problems like PCOS, endometriosis, abnormal PAP, abnormal bleeding, or other condition we should be aware of? <input type="radio"/> Yes <input type="radio"/> No If Yes- list and explain:			

*\*If delivery, miscarriage, or abortion within the last year and is charged with a crime against a child refer to MH for evaluation for post-partum psychosis/depression.*

## Juvenile Specific Screening

Do you...	Yes	No	Explain:
Have learning difficulties, have an individual education plan, or attend special education classes?			<i>If yes: notify case manager / local regional center and refer to mental health for further evaluation</i>
Have children under your care?			
Are you sexually active?			Type: _____ Last (date/time): _____ Contraception used? <input type="radio"/> Yes <input type="radio"/> No Type: _____
Did anyone you worked for or lived with trick you or force you into doing anything you did not want to do?			<i>If yes: refer to mental health urgently for further evaluation</i>
Did anyone ever pressure you to touch another person or have any unwanted physical or sexual contact with another person?			<i>If yes: refer to mental health urgently for further evaluation</i>

## Substance Use/Abuse

Have you ingested or placed any medications/drugs into a body cavity? ☐ Yes ☐ No; if yes explain:

Have you ever been hospitalized for substance use? ☐ Yes ☐ No; if yes explain:

Do you use...	Yes	No	
Alcohol <i>*every effort shall be made to initiate Librium for alcohol and or benzodiazepine withdrawal management within 4 hours of risk identification.</i>			Type: _____ Amount: _____ Last Used: _____ Frequency: <input type="radio"/> rarely <input type="radio"/> 1-3 days a month <input type="radio"/> 1-5 days a week <input type="radio"/> daily Duration: <input type="radio"/> <1 month <input type="radio"/> 2-6 months <input type="radio"/> 6-12 months <input type="radio"/> >1 year Prior withdrawal: <input type="checkbox"/> None <input type="checkbox"/> Tremors <input type="checkbox"/> Seizures <input type="checkbox"/> DTs Last withdrawal (date): _____ Currently withdrawing? <input type="radio"/> Yes <input type="radio"/> No

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To hope and healing.

## Receiving Screening

Name:	DOB:	ID#:
Date/Time:	Allergies:	Gender:

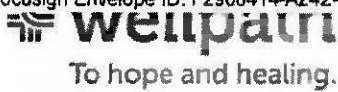
Substance Use/Abuse-Continued		
Drugs		Type: <input type="checkbox"/> Benzodiazepines <input type="checkbox"/> Opiates <input type="checkbox"/> Synthetics <input type="checkbox"/> Methamphetamines <input type="checkbox"/> Cannabis <input type="checkbox"/> Other: _____ Route: <input type="checkbox"/> Oral <input type="checkbox"/> IV <input type="checkbox"/> Inhaled <input type="checkbox"/> Snorted Amount: _____ Last Used: _____ Frequency: <input type="radio"/> rarely <input type="radio"/> 1-3 days a month <input type="radio"/> 1-5 days a week <input type="radio"/> daily Duration: <input type="radio"/> <1 month <input type="radio"/> 2-6 months <input type="radio"/> 6-12 months <input type="radio"/> >1 year Prior w/d: <input type="checkbox"/> None <input type="checkbox"/> Describe: _____ Last withdrawal (date): _____ Currently withdrawing? <input type="radio"/> Yes <input type="radio"/> No
Do you take Medication Assisted Treatment (MAT) for Opiate Dependence?		<input type="checkbox"/> Methadone <input type="checkbox"/> Buprenorphine <input type="checkbox"/> Vivitrol <input type="checkbox"/> _____ Dosage/Frequency/Route: _____ Last Dose: _____ Clinic Name/Location/Phone: _____ Verified? <input type="radio"/> Yes <input type="radio"/> No
<input type="checkbox"/> Tobacco Products		Last Used: _____ Route: <input type="checkbox"/> Oral/Chew <input type="checkbox"/> Inhaled/Smoke/Vape Pack(s) Per Day: _____ Duration: _____
If yes to any of the above (except for Cannabis and Tobacco) complete blood sugar finger stick		
If yes to any of the above and female- complete pregnancy test and notify health care provider if positive		
Additional Comments:		

### Mental Health and Suicide Risk Screening

#### Patient Questions

Do you, or Are you...	Yes	No	Explain:
1. Current or past mental health diagnosis?			Describe/list:
2. Currently taking, supposed to take or ever been prescribed any medication by a physician for any emotional or mental health problems?			<input type="radio"/> Inactive <input type="radio"/> Active- include on med list above Reason for taking: Current MH provider:
3. Current or past outpatient treatment for mental health or psychiatric issues?			Reason for treatment: When/Where:
4. Ever been in a hospital for emotional, mental health and/or psychiatric problems?			Reason for hospitalization: When/Where: Duration:
5. Are you a veteran?			
6. Hear or see things others don't or believe someone can control your mind?			
7. Have concerns about, or recent history of, losing a job, spouse, significant other, custody of children, housing, or other significant loss due to arrest?			
8. Have family or friends who have attempted suicide or died from suicide?			
9. Have concerns about ability to cope emotionally/manage stress?			

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## Receiving Screening

Name:	DOB:	ID#:
Date/Time:	Allergies:	Gender:

♦ 10. Feeling so hopeless you don't want to live another moment?

### Columbia Suicide Severity Rating Scale -- Screen Version

Ask the Questions:  
(For questions #11-15, "In the past 30 days...")

♦ 11. Have you wished you were dead or wished you could go to sleep and not wake up?

♦ 12. Have you had any actual thoughts of killing yourself?

If yes to question #12, ask 13, 14, 15, & 16. If no to question #12, go directly to question 16.

♦ 13. Have you been thinking about how you might kill yourself?

♦ 14. Have you had these thoughts and had some intention of acting on them?

♦ 15. Have you started to work out or worked out the details of how to kill yourself?  
Do you intend to carry out this plan?

♦ 16. Have you ever done anything, started to do anything, or prepared to do anything to end your life?

How long ago did you do any of these?  
☐ 0-3 months    ☐ 3-12 months  
☐ 1-5 years    ☐ > 5 years

### Mental Health and Suicide Risk Screening – Additional Screening

Does/is the patient... Yes No Explain:

♦ 17. Have any visible signs of recent self-harm?  
☐ cuts    ☐ ligature marks  
☐ other: \_\_\_\_\_

♦ 18. Has the transporting/arresting officer or family/friends communicated that the patient may be a suicide risk?

♦ 19. Hold a position of respect in community AND/OR crime is shocking in nature?

♦ 20. Acting or talking in a strange manner and/or appears to be responding to voices?

21. Current charges include murder, kidnapping, robbery, or domestic violence?

♦ **STAT/Emergent:** A "YES" response to any Questions 10, 13, 14, 15, 17, 18: place on suicide watch & STAT referral to MHP

♦ **Urgent Referral:** A "YES" response to any Question 11, 12, 16, 19, 20: refer to Mental health urgently

**Routine Referral:** A "YES" response for to any Question 1-9, 21: referral to Mental Health

Additional Comments:

### PREA Screening

Question: Yes No Explain:

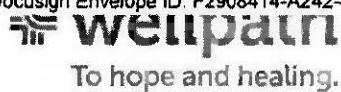
1. Have you been a victim of sexual abuse?

2. Have you sexually abused or assaulted someone?

3. Have you ever been arrested for a sex offense?

4. Is this the patient's first arrest?

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## Receiving Screening

Name:	DOB:	ID#:
Date/Time:	Allergies:	Gender:

5. Does the patient appear to have a mental or developmental disability?		ADA needs?
6. Does patient identify or present as transgender, intersex, or gender non-conforming?		<input type="radio"/> Transgender <input type="radio"/> Intersex <input type="radio"/> Gender Non-Conforming
7. Does patient identify or present as Lesbian, Gay or Bisexual?		<input type="radio"/> Lesbian <input type="radio"/> Gay <input type="radio"/> Bisexual
8. Do you feel vulnerable in terms of personal safety?		
9. Is the patient of small stature/physical build?		
10. Is the patient detained solely for civil immigration purposes?		

If any 'yes' response notify classification. If 'yes' to question 1-6 refer to MH to be seen within 7 days.

Additional Comments:

Patient Education			
Education Provided...	Yes	No	If no- explain:
Is patient able to read/write? <input type="radio"/> English <input type="radio"/> Spanish			
Informed how to access medical, mental, and dental care, and where to find written instructions on how to access care			
Instructed on Grievance process			
Informed of sexual assault awareness and where to find written information			
Informed where to find information about Opioid Overdose			
Informed where to find information about how to cope in facility			
Informed where to find information on birth control options and how to obtain birth control (females)			<input type="radio"/> Not Applicable
Provided health information and rights for pregnant woman			<input type="radio"/> Not Applicable
Instructed on safe use of tampons (juvenile females)			<input type="radio"/> Not Applicable
Other:			

Release of Information			
Form	Yes	No	If no-explain:
Authorization for Use or Disclosure of Protected Information / Release of Information Signed and Faxed?			
Correctional Institution Request for Records for Provision of Health Care Faxed?			

Disposition	
Monitoring:	<input type="radio"/> CIWA <input type="radio"/> COWS <input type="radio"/> CIWA & COWS <input type="radio"/> Synthetics <input type="radio"/> Suicide Watch <input type="radio"/> Intake Refusal Monitoring <input type="radio"/> Other:
Placement / Housing	<input type="radio"/> Emergency Room for evaluation/treatment <input type="radio"/> General Population (GP)
Recommendation:	<input type="radio"/> Custody for ADA needs <input type="radio"/> Classification for PREA concerns <input type="radio"/> Medical Observation Housing <input type="radio"/> Out Patient Housing Unit/Infirmary <input type="radio"/> Medical Isolation (negative pressure)

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To hope and healing.

## Receiving Screening

Name:	DOB:	ID#:
Date/Time:	Allergies:	Gender:

<input type="radio"/> Mental Health Housing (if Mental Health not on-site) <input type="radio"/> <b>STAT</b> placement on Suicide Precautions <input type="radio"/> Other:	
Does patient need a referral? <input type="radio"/> Yes <input type="radio"/> No <b>Medical:</b> <input type="radio"/> Emergent <input type="radio"/> Urgent <input type="radio"/> Routine <b>Chronic Care:</b> <input type="radio"/> Emergent <input type="radio"/> Urgent <input type="radio"/> Routine <b>Other:</b>	
<b>Mental Health:</b> <input type="radio"/> Emergent <input type="radio"/> Urgent <input type="radio"/> Routine <b>Dental:</b> <input type="radio"/> Emergent <input type="radio"/> Urgent <input type="radio"/> Routine	

### Acknowledgment & Signatures

- ✓ I have answered all questions fully.
- ✓ I have been told how to obtain/access medical, mental health, and dental services.
- ✓ I have been told about the grievance process.
- ✓ I have been told about sexual assault awareness.
- ✓ I understand that Medical/Mental Health Staff are mandated reporters and are required to report immediately any knowledge, suspicion, or information pertaining to an incident of sexual abuse or sexual harassment that occurred within the facility; and with my consent any victimization that occurred in the community, unless I am a minor and then health staff are mandated reporters regardless of location.
- ✓ I have been told about opioid overdose and where to find additional information.
- ✓ I have been told about coping resources.
- ✓ I have been told how to obtain prescribed medications and to follow up with a provider upon release.
- ✓ I have been told about obtaining/starting birth control and where to find additional information.
- ✓ If I am pregnant, I have been informed and received information about my rights while in custody.
- ✓ I hereby authorize Wellpath to administer medical examinations, tests, and/or treatment as necessary.
- ✓ I understand and authorize that photographs may be taken and placed in my medical record for future reference, treatment, or training purposes.

Patient signature		Date/Time
Healthcare signature/title	Printed name	Date/Time
Healthcare signature/title	Printed name	Date/Time
Mental Health signature/title	Printed name	Date/Time



## Receiving Screening

ID#: z123456 Interviewer: HSA Finley, Shauna J  
 DOB: 08/20/2000

Tester McTest  
 #123456

Admissions / Screening	
Allergies	NKDA
Gender	<input type="radio"/> Male <input type="radio"/> Female <input type="radio"/> Unknown
Arrest Date:	
Prior Incarceration?	<input type="radio"/> Yes- (when/where) <input type="radio"/> No
Translation need and provided? *If Yes is marked, an Alert will automatically generate for Interpreter Needed.	<input type="radio"/> Yes <input type="radio"/> No
Language	<input type="radio"/> Spanish <input type="radio"/> Sign Language <input type="radio"/> Other:
Language line used?	<input type="radio"/> Yes <input type="radio"/> No
Emergency Contact/Next of Kin (name/relationship/address/phone)	
Do you currently have health insurance?	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Medicare <input type="checkbox"/> Medicaid <input type="checkbox"/> V/A Benefits <input type="checkbox"/> Private Policy Info
Level of Consciousness - AVPU	
Select the most appropriate for patient *If responds to pain only or is unresponsive notify health care provider and/or activate EMS	<input type="radio"/> Alert <input type="radio"/> Responds to Voice <input type="radio"/> Responds to Pain* <input type="radio"/> Unresponsive*
Vital Signs- *Contact health care provider if vital signs are outside of parameters	
B / P: *SBP $\geq 180$ or $\leq 90$ , *DBP $\geq 110$ or $\leq 60$ Pulse: *remains $\geq 110$ or $\leq 60$ Resp: *persistently $\leq 10$ or $\geq 20$ Temp: * $> 101^\circ\text{F}$ O2 Sat: * $< 90\%$ List if height or weight is actual or reported below	Record Date 11/08/2024 11 Blood Pressure Pulse Respirations Temperature Weight Height SPO2
Height	<input type="radio"/> Reported <input type="radio"/> Actual
Weight	<input type="radio"/> Reported <input type="radio"/> Actual
Blood Sugar* (if indicated):	
Observation	



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	<input type="checkbox"/> Euthymic <input type="checkbox"/> Tearful <input type="checkbox"/> Other:	
Comments and Additional Observations:		
Past or Present Medical Problems – Patient Questionnaire		
Can you explain why you are in this building?	<input type="radio"/> Yes <input type="radio"/> No (Explain):	
Were you treated at ED, hospital, or refused medical care in last 3 days?	<input type="radio"/> Yes (Explain When, Where, Reason) <input type="radio"/> No	
<input checked="" type="radio"/> Have you attempted suicide in the past? If yes- refer to MH urgently in Disposition section below. *If Yes is marked, an Alert will automatically generate for Suicide History.	<input type="radio"/> Yes <input type="radio"/> No	
How:	<input type="checkbox"/> OD <input type="checkbox"/> Hang <input type="checkbox"/> Jump <input type="checkbox"/> Firearm <input type="checkbox"/> Cut/Stabbing <input type="checkbox"/> Starvation <input type="checkbox"/> MVA <input type="checkbox"/> Other:	
When:	<input type="checkbox"/> Less than 1 year <input type="checkbox"/> 1-5 years <input type="checkbox"/> Greater than 5 years	
Do you have, or have you ever had...		
<input checked="" type="radio"/> Diabetes *If Yes is marked, an Alert will automatically generate for Chronic Care.	<input type="radio"/> Yes <input type="radio"/> No	
Type	<input type="checkbox"/> IDDM <input type="checkbox"/> NIDDM	
Diet		
Last Meal		
Current Medications: *Include Medication name, dosage, last dose taken, who prescribed medication, the pharmacy, and verification status		
<input checked="" type="radio"/> High Blood Pressure *If Yes is marked, an Alert will automatically generate for Chronic Care.	<input type="radio"/> Yes <input type="radio"/> No	
Current Medications: *Include Medication name, dosage, last dose taken, who prescribed medication, the pharmacy, and verification status		
<input checked="" type="radio"/> Heart Condition *If Yes is marked, an Alert will automatically generate for Chronic Care	<input type="radio"/> Yes <input type="radio"/> No	
List:		
Where and how treated?		
Current Medications: *Include Medication name, dosage, last dose taken, who prescribed medication, the pharmacy, and verification status		

<input checked="" type="radio"/> Asthma	<input type="radio"/> Yes <input type="radio"/> No	
*If Yes is marked, an Alert will automatically generate for Chronic Care.		
Peak Flow:		
Last rescue inhaler use:		
Current Medications: *Include Medication name, dosage, last dose taken, who prescribed medication, the pharmacy, and verification status		
<input checked="" type="radio"/> COPD	<input type="radio"/> Yes <input type="radio"/> No	
*If Yes is marked, an Alert will automatically generate for Chronic Care.		
Peak Flow:		
Current Medications: *Include Medication name, dosage, last dose taken, who prescribed medication, the pharmacy, and verification status		
<input checked="" type="radio"/> Kidney Disease	<input type="radio"/> Yes <input type="radio"/> No	
*If Yes is marked, an Alert will automatically generate for Chronic Care.		
Dialysis?	<input type="radio"/> Yes <input type="radio"/> No	
Last treatment:		
Dialysis facility:		
Current Medications: *Include Medication name, dosage, last dose taken, who prescribed medication, the pharmacy, and verification status		
<input checked="" type="radio"/> Traumatic Brain Injury/Head Injury	<input type="radio"/> Yes <input type="radio"/> No	
*If Yes is marked, an Alert will automatically generate for Chronic Care.		
When/Residual disability?	<input type="checkbox"/> None <input type="checkbox"/> Dizziness <input type="checkbox"/> Blurry vision <input type="checkbox"/> Easily upset <input type="checkbox"/> Light/sound sensitivity <input type="checkbox"/> Slurred speech <input type="checkbox"/> Headache <input type="checkbox"/> Anxiety <input type="checkbox"/> Seizures <input type="checkbox"/> Speaking	
Current Medications: *Include Medication name, dosage, last dose taken, who prescribed medication, the pharmacy, and verification status		
<input checked="" type="radio"/> Seizure Disorder	<input type="radio"/> Yes <input type="radio"/> No	
*If Yes is marked, an Alert will automatically generate for Chronic Care.		
Type:		
Last Seizure:		
Aura?		
Current Medications: *Include Medication name, dosage, last dose taken, who prescribed medication, the pharmacy, and verification status		
Developmental Disability (have an individual education plan, or attend special education classes?)	<input type="radio"/> Yes <input type="radio"/> No	
Caseworker/caregiver? Name/Contact info:	<input type="radio"/> Yes <input type="radio"/> No	
Any Assistive Devices?	<input checked="" type="radio"/> Yes	

Type:	<input type="radio"/> No <input type="checkbox"/> Glasses <input type="checkbox"/> Contacts <input type="checkbox"/> Braces <input type="checkbox"/> Hearing Aid <input type="checkbox"/> Prosthesis <input type="checkbox"/> Crutches <input type="checkbox"/> Cane <input type="checkbox"/> Wheelchair <input type="checkbox"/> Walker <input type="checkbox"/> Other:
Any medical, mental health, other conditions that require special accommodations?	<input type="radio"/> Yes <input type="radio"/> No
Type: *If Yes is marked, an Alert will automatically generate for ADA/Special Needs.	<input type="checkbox"/> Seeing <input type="checkbox"/> Hearing <input type="checkbox"/> Walking/Standing <input type="checkbox"/> Eating <input type="checkbox"/> Sleeping <input type="checkbox"/> Thinking <input type="checkbox"/> Communicating <input type="checkbox"/> Other:
Any Medication Allergies?	<input type="radio"/> Yes (List Medication(s), Reaction) <input type="radio"/> No
Other serious, life-threatening allergies?	<input type="radio"/> Yes (List Allergen(s), Reaction) <input type="radio"/> No
On a current prescribed diet?	<input type="radio"/> Yes <input type="radio"/> No
Diet type:	<input type="checkbox"/> Heart Healthy/Cardiac <input type="checkbox"/> Diabetic <input type="checkbox"/> Renal <input type="checkbox"/> Coumadin <input type="checkbox"/> Other:
Any other past or present conditions like high cholesterol/triglycerides, bleeding disorders, blood clots, thyroid disease, cancer, organ transplant or any other condition we should be aware of?	<input type="radio"/> Yes (List and Explain) <input type="radio"/> No
Infectious Disease and Tuberculosis Screening	
Do you have, or have you ever had...	
HIV/AIDS *If Yes is marked, an Alert will automatically generate for Chronic Care.	<input type="radio"/> Yes <input type="radio"/> No
Current and Past Tx*	
Current Medications *Include Medication name, dosage, last dose taken, who prescribed medication, the pharmacy, and verification status	
Hepatitis *If Yes is marked, an Alert will automatically generate for Chronic Care	<input type="radio"/> Yes <input type="radio"/> No
Type:	<input type="checkbox"/> A <input type="checkbox"/> B <input type="checkbox"/> C

	<input type="checkbox"/> B <input type="checkbox"/> C	
Current Tx? <small>*Include Medication name, dosage, last dose taken, who prescribed medication, the pharmacy, and verification status</small>	<input type="radio"/> Yes <input type="radio"/> No	
Past Tx? <small>*Include Medication name, dosage, last dose taken, who prescribed medication, the pharmacy, and verification status</small>		
Positive test for Tuberculosis (TB)?	<input type="radio"/> Yes (List When, Where) <input type="radio"/> No	
Last CXR: When? Where?		
Result:	<input type="checkbox"/> Negative <input type="checkbox"/> Positive	
Medications? How Long?		
Sexually Transmitted Infection	<input type="radio"/> Yes <input type="radio"/> No	
Explain	<input type="checkbox"/> Chlamydia <input type="checkbox"/> Herpes <input type="checkbox"/> Gonorrhea <input type="checkbox"/> Syphilis	
Treatment?	<input type="radio"/> Yes (List where/when) <input type="radio"/> No	
Recent known exposure to infectious disease?	<input type="radio"/> Yes (List Disease, When) <input type="radio"/> No	
Currently experiencing any of the following symptoms? <small>*If positive symptom of airborne communicable disease/TB place in respiratory isolation and/or refer to ED for evaluation/rule out TB. If positive symptom/risk for STI, HAV or other symptoms call or refer to provider</small>	<input type="checkbox"/> Chronic/persistent cough <input type="checkbox"/> Coughing up blood <input type="checkbox"/> Fatigue / weakness <input type="checkbox"/> Fever / chills <input type="checkbox"/> Unexplained weight loss <input type="checkbox"/> Night sweats <input type="checkbox"/> Short of breath <input type="checkbox"/> Loss of appetite <input type="checkbox"/> Vomiting <input type="checkbox"/> Diarrhea <input type="checkbox"/> Clay Colored Stool <input type="checkbox"/> Tea Colored Urine <input type="checkbox"/> Lower abdominal pain <input type="checkbox"/> Discharge from penis/vagina <input type="checkbox"/> Unexplained rash on large area of the body <input type="checkbox"/> Genital sores, blisters, ulcers <input type="checkbox"/> Unprotected sex with more than 2 people in last 3 months <input type="checkbox"/> IV drug use <input type="checkbox"/> Currently homeless	

		<input type="checkbox"/> Demes all
Additional Comments		
Additional Medications Not Listed Above		
Are you taking or supposed to be taking, any other medications or treatments prescribed by a health care provider including chemotherapy, radiation, clinical trials, psychotropic or other medications?		<input type="radio"/> Yes <input type="radio"/> No
List: Medication Name Dosage Frequency Route Last Dose Reason for taking Prescriber Pharmacy		
Medications Verified?		<input type="radio"/> Yes <input type="radio"/> No

Dental Screening

Do you have ...

Painful dental condition/complaint(s)?	<input type="radio"/> Yes <input type="radio"/> No
Describe	<input type="checkbox"/> Decay <input type="checkbox"/> Abscess <input type="checkbox"/> Gum Disease
Dentures?	<input type="radio"/> Yes <input type="radio"/> No
Type	<input type="checkbox"/> Partial <input type="checkbox"/> Upper <input type="checkbox"/> Lower <input type="checkbox"/> Upper & Lower
Special diet due to dental condition?	<input type="radio"/> Yes (Explain) <input type="radio"/> No

Female Specific Screening

<input checked="" type="radio"/> Urine Pregnancy Test *If Positive is marked, a Task will automatically generate for MD Sick Call for today and an Alert will automatically generate for Pregnant.	<input type="radio"/> Negative <input type="radio"/> Positive <input type="radio"/> Refused test
LMP (date)	
Are you/Have you ...	
Pregnant?	<input type="radio"/> Yes <input type="radio"/> No
If yes:	
<input checked="" type="radio"/> Recent opiate use? *If Yes is marked, a Task will automatically generate for MD Sick Call for today.	<input type="radio"/> Yes <input type="radio"/> No
Symptoms:	<input type="checkbox"/> Fetal movement <input type="checkbox"/> Blurred vision <input type="checkbox"/> Headache <input type="checkbox"/> Nausea/vomiting <input type="checkbox"/> Weight loss <input type="checkbox"/> Swelling
Prenatal care?	<input type="radio"/> Yes <input type="radio"/> No



Last Exam:		
Physician/clinic:		
Recently delivered, breastfeeding, had a miscarriage, had an abortion?	<input type="radio"/> Yes <input type="radio"/> No	
Delivered, breastfeeding?	<input type="radio"/> Yes <input type="radio"/> No	
Select:	<input type="checkbox"/> Miscarriage <input type="checkbox"/> Abortion, when/date:	
<input checked="" type="radio"/> Charged with crime against child? <small>*If delivery, miscarriage, or abortion within last year and charged with crime against a child refer to MH for evaluation for post-partum psychosis/depression.            *If Yes is marked, a Task will automatically generate for MFT/LCSW Sick Call for today.</small>	<input type="radio"/> Yes* <input type="radio"/> No	
On birth Control?	<input type="radio"/> Yes <input type="radio"/> No	
Type:	<input type="checkbox"/> Condoms <input type="checkbox"/> Birth control pills <input type="checkbox"/> IUD <input type="checkbox"/> Depo-Provera Shot <input type="checkbox"/> Other:	
Had unprotected sex in last 3 days or were recent victim of sexual assault?	<input type="radio"/> Yes (Type, When - date*time). <input type="radio"/> No	
Do you want Emergency Contraception?	<input type="radio"/> Yes (contact provider for orders) <input type="radio"/> No	
Any other past or present Gynecological problems like PCOS, endometriosis, abnormal PAP, abnormal bleeding, or other condition we should be aware of?	<input type="radio"/> Yes (List and Explain) <input type="radio"/> No	

Juvenile Specific Screening

Complete if patient is 17 and under

Do you....		
<input checked="" type="radio"/> Have learning difficulties, have an individual education plan, or attend special education classes? <small>*If Yes is marked, a Task will automatically generate for MFT/LCSW Sick Call for today</small>	<input type="radio"/> Yes (Explain) <input type="radio"/> No	
Have children under your care	<input type="radio"/> Yes <input type="radio"/> No	
Are you sexually active?	<input type="radio"/> Yes <input type="radio"/> No	
If Yes, specify type		
Last (date/time):		
If Yes, contraception used.	<input type="radio"/> Yes (Type) <input type="radio"/> No	
Did anyone you worked for or lived with tick you or force you into doing anything you did not want to do?	<input type="radio"/> Yes (refer to mental health urgently for further evaluation) <input type="radio"/> No	
Did anyone ever pressure you to touch another person or have any unwanted physical or sexual contact with another person?	<input type="radio"/> Yes (refer to mental health urgently for further evaluation) <input type="radio"/> No	
Substance Use/Abuse		
Have you ingested or placed any medications/drugs into a body cavity?	<input type="radio"/> Yes (If yes, explain). <input type="radio"/> No	

Have you ever been hospitalized for substance use?		<input type="radio"/> Yes (Explain): <input type="radio"/> No	
<b>Do you use...</b>			
Alcohol <small>*every effort shall be made to initiate Librium for alcohol and/or benzodiazepine withdrawal management within 4 hours of risk identification</small>		<input type="radio"/> Yes <input type="radio"/> No	
Type:			
Amount:			
Last Use:			
Frequency:		<input type="checkbox"/> rarely <input type="checkbox"/> 1-3 days a month <input type="checkbox"/> 1-5 days a week <input type="checkbox"/> daily	
Duration:		<input type="checkbox"/> Less than 1 month <input type="checkbox"/> 2-6 months <input type="checkbox"/> 6-12 months <input type="checkbox"/> Greater than 1 year	
Prior withdrawal <small>*If Tremors, Seizures, or DTs is marked, an Alert will automatically generate for Withdrawal History.</small>		<input type="checkbox"/> None <input type="checkbox"/> Tremors <input type="checkbox"/> Seizures <input type="checkbox"/> DTs	
Last withdrawal (date):			
Currently withdrawing? <small>*If Yes is marked, an Alert will automatically generate for Active Withdrawal.</small>		<input type="radio"/> Yes <input type="radio"/> No	
Drugs:		<input type="radio"/> Yes <input type="radio"/> No	
Type:		<input type="checkbox"/> Benzodiazepines <input type="checkbox"/> Opiates <input type="checkbox"/> Synthetics <input type="checkbox"/> Methamphetamines <input type="checkbox"/> Cannabis <input type="checkbox"/> Other	
Route:		<input type="checkbox"/> Oral <input type="checkbox"/> IV <input type="checkbox"/> Inhaled <input type="checkbox"/> Snorted	
Amount:			
Last Used:			
Frequency:		<input type="checkbox"/> rarely <input type="checkbox"/> 1-3 days a month <input type="checkbox"/> 1-5 days a week <input type="checkbox"/> daily	
Duration:		<input type="checkbox"/> Less than 1 month <input type="checkbox"/> 2-6 months <input type="checkbox"/> 6-12 months <input type="checkbox"/> Greater than 1 year	

<input type="checkbox"/> Prior withdrawal *If Describe is marked, an Alert will automatically generate for Withdrawal History.		<input type="checkbox"/> None <input type="checkbox"/> Describe	
Last withdrawal (date):			
<input type="checkbox"/> Currently withdrawing? *If Yes is marked, an Alert will automatically generate for Active Withdrawal.		<input type="radio"/> Yes <input type="radio"/> No	
<input type="checkbox"/> Do you take Medication Assisted Treatment (MAT) for Opiate Dependence? *If Yes is marked, a Task will automatically generate for MD Sick Call and Medication Verification/ROI for today.		<input type="radio"/> Yes <input type="radio"/> No	
Type:		<input type="checkbox"/> Methodone <input type="checkbox"/> Buprenorphine <input type="checkbox"/> Vivitrol <input type="checkbox"/> Other:	
Dosage/Frequency/Route:			
Last dose:			
Clinic Name/Location/Phone:			
Verified?		<input type="radio"/> Yes <input type="radio"/> No	
Tobacco Products		<input type="radio"/> Yes <input type="radio"/> No	
Last Used:			
Route:		<input type="checkbox"/> Oral/Chew <input type="checkbox"/> Inhaled/Smoke/Vape	
Pack(s) Per Day:			
Duration:			
If yes to any of the above (except for Cannabis and Tobacco) complete blood sugar finger stick			
If yes to any of the above and female- complete pregnancy test and notify health care provider if positive			
Additional Comments:			
Mental Health and Suicide Risk Screening			
Patient Questions			
Do you or Are you			
1.	<input type="checkbox"/> Current or past mental health diagnosis? *If Yes is marked, an Alert will automatically generate for Mental Health Patient.	<input type="radio"/> Yes (Describe/list) <input type="radio"/> No	
2.	Currently taking, supposed to take or ever been prescribed any medication by a physician for any emotional or mental health problems?	<input type="radio"/> Yes <input type="radio"/> No	
Explain:		<input type="checkbox"/> Inactive <input type="checkbox"/> Active -include on med list above	
Reason for taking:			
Current MH provider:			
3.	Current or past outpatient treatment for mental health or psychiatric issues?	<input type="radio"/> Yes (Reason for treatment, When/Where) <input type="radio"/> No	
4.	Ever been in a hospital for emotional, mental health and/or psychiatric problems?	<input type="radio"/> Yes (Reason for hospitalization, When/Where, Duration) <input type="radio"/> No	
5.	<input type="checkbox"/> Are you a veteran? *If Yes is marked, an Alert will automatically generate for Veteran.	<input type="radio"/> Yes <input type="radio"/> No	

6.	Hear or see things others don't or believe someone can control your mind?	<input type="radio"/> Yes (Explain): <input type="radio"/> No	
7.	Have concerns about, or recent history of, losing a job, spouse, significant other, custody of children, housing, or other significant loss due to arrest?	<input type="radio"/> Yes (Explain): <input type="radio"/> No	
8.	Have family or friends who have attempted suicide or died from suicide?	<input type="radio"/> Yes (Explain): <input type="radio"/> No	
9.	Have concerns about ability to cope emotionally/manage stress?	<input type="radio"/> Yes (Explain): <input type="radio"/> No	
10.	Have feelings that there is nothing to look forward to or feel hopelessness/helpless?	<input type="radio"/> Yes (Explain): <input type="radio"/> No	

Columbia Suicide Severity Rating Scale – Screen Version

Ask the Questions

(For questions #11-15, "In the past 30 days...")

11.	Have you wished you were dead or wished you could go to sleep and not wake up?	<input type="radio"/> Yes (Explain): <input type="radio"/> No	
12.	Have you had any actual thoughts of killing yourself?	<input type="radio"/> Yes (Explain): <input type="radio"/> No	

If yes to question #12, ask 13, 14, 15, & 16. If no to question #12, go directly to question 16.

13.	Have you been thinking about how you might kill yourself?	<input type="radio"/> Yes (Explain): <input type="radio"/> No	
14.	Have you had these thoughts and had some intention of acting on them?	<input type="radio"/> Yes (Explain): <input type="radio"/> No	
15.	Have you started to work out or worked out the details of how to kill yourself? Do you intend to carry out this plan?	<input type="radio"/> Yes (Explain): <input type="radio"/> No	
16.	Have you ever done anything, started to do anything, or prepared to do anything to end your life?	<input type="radio"/> Yes <input type="radio"/> No	

How long ago did you do any of these?

- ☐ 0-3 months  
☐ 3-12 months  
☐ 1-5 years  
☐ Greater than 5 years

Mental Health and Suicide Risk Screening – Additional Screening

Does/Is the patient...

17.	Have any visible signs of recent self-harm?	<input type="radio"/> Yes <input type="radio"/> No	
-----	---	---	--

Indicate

- ☐ Cuts  
☐ Ligature marks  
☐ Other:

18.	Has the transporting/arresting officer or family/friends communicated that the patient may be a suicide risk?	<input type="radio"/> Yes (Explain): <input type="radio"/> No	
-----	---	--	--

19.	Hold a position of respect in community AND/OR crime is shocking in nature?	<input type="radio"/> Yes (Explain) <input type="radio"/> No	
20.	Acting or talking in a strange manner and/or appears to be responding to voices?	<input type="radio"/> Yes (Explain). <input type="radio"/> No	
21.	Current charges include murder, kidnapping, robbery, or domestic violence?	<input type="radio"/> Yes (Explain) <input type="radio"/> No	
STAT/Emergent Referral: A "YES" response to any Questions 10, 13, 14, 15, 17, 18 place on suicide watch & STAT referral to MHP *If Emergent Referral is marked, an Alert will automatically generate for Suicide Watch and a Task will automatically generate for MFT/LCSW Sick Call for today.		<input type="checkbox"/> Emergent Referral	
Urgent Referral: A "YES" response to any Question 11, 12, 16, 19, 20 refer to Mental health urgently *If Urgent Referral is marked, a Task will automatically generate for MFT/LCSW Sick Call for tomorrow.		<input type="checkbox"/> Urgent Referral	
Routine Referral: A "YES" response for to any Question 1-9, 21: referral to Mental Health *If Routine Referral is marked, a Task will automatically generate for MFT/LCSW Sick Call in +5 days.		<input type="checkbox"/> Routine Referral	
Additional Comments			

PREA Screening

1.	Have you been a victim of sexual abuse?	<input type="radio"/> Yes (Explain) <input type="radio"/> No	
2.	Have you sexually abused or assaulted someone?	<input type="radio"/> Yes (Explain) <input type="radio"/> No	
3.	Have you ever been arrested for a sex offense?	<input type="radio"/> Yes (Explain) <input type="radio"/> No	
4.	Is this the patient's first arrest?	<input type="radio"/> Yes (Explain) <input type="radio"/> No	
5.	Does the patient appear to have a mental or developmental disability?	<input type="radio"/> Yes (Explain) <input type="radio"/> No	
ADA needs?		<input type="radio"/> Yes <input type="radio"/> No	
6.	Does patient identify or present as transgender, intersex, or gender non-conforming?	<input type="radio"/> Yes <input type="radio"/> No	

Identifies or presents as:

- ☐ Transgender  
☐ Intersex  
☐ Gender Non-Conforming

*If 'yes' to question 1-6 refer to MH to be seen within 7 days. *If Yes is marked, a Task will automatically generate for MFT/LCSW Sick Call in +5 days.		<input type="checkbox"/> Yes	
7.	Does patient identify or present as Lesbian, Gay or Bisexual?	<input type="radio"/> Yes <input type="radio"/> No	

Identifies or presents as:

- ☐ Lesbian  
☐ Gay  
☐ Bisexual

8.	Do you feel vulnerable in terms of personal safety?	<input type="radio"/> Yes (Explain): <input type="radio"/> No	
9.	Is the patient of small stature/physical build?	<input type="radio"/> Yes (Explain): <input type="radio"/> No	
10.	Is the patient detained solely for civil immigration purposes?	<input type="radio"/> Yes (Explain): <input type="radio"/> No	

If any 'yes' response notify classification.

Additional Comments	
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Patient Education







Education Provided...

Is patient able to read/write?	<input type="radio"/> Yes <input type="radio"/> No (Explain):	
Specify language patient is able to read/write	<input type="checkbox"/> English <input type="checkbox"/> Spanish	
Informed how to access medical, mental, and dental care, and where to find written instructions on how to access care	<input type="radio"/> Yes <input type="radio"/> No (Explain):	
Instructed on Grievance process	<input type="radio"/> Yes <input type="radio"/> No (Explain):	
Informed of sexual assault awareness and where to find written information	<input type="radio"/> Yes <input type="radio"/> No (Explain):	
Informed where to find information about Opioid Overdose	<input type="radio"/> Yes <input type="radio"/> No (Explain):	
Informed where to find information about how to cope in facility	<input type="radio"/> Yes <input type="radio"/> No (Explain):	
Informed where to find information on birth control options and how to obtain birth control (females)	<input type="radio"/> Yes <input type="radio"/> No (Explain): <input type="radio"/> Not Applicable	
Provided health information and rights for pregnant woman	<input type="radio"/> Yes <input type="radio"/> No (Explain): <input type="radio"/> Not Applicable	
Instructed on safe use of tampons (juvenile females)	<input type="radio"/> Yes <input type="radio"/> No (Explain): <input type="radio"/> Not Applicable	
Other		

Release of Information

Form



Authorization for Use or Disclosure of Protected Information / Release of Information Signed and Faxed?	<input type="radio"/> Yes <input type="radio"/> No (Explain):	
Correctional Institution Request for Records for Provision of Health Care Faxed?	<input type="radio"/> Yes <input type="radio"/> No (Explain):	
<b>Disposition</b>  <p><b>Monitoring:</b></p> <p>*If Suicide Watch is marked, a Task will automatically generate for Suicide Watch today and an Alert will automatically generate for Suicide Watch.</p> <p>*If CIWA, COWS, CIWA &amp; COWS, or Synthetics is marked, an Alert will automatically generate for Active Withdrawal.</p>	<input type="checkbox"/> CIWA <input type="checkbox"/> COWS <input type="checkbox"/> CIWA & COWS <input type="checkbox"/> Synthetics <input type="checkbox"/> Suicide Watch <input type="checkbox"/> Intake Refusal Monitoring <input type="checkbox"/> Other:	
 <p><b>Placement / Housing Recommendation</b></p> <p>*If any box is marked, a Task will automatically generate for Health Appraisal* in +10 days.</p>	<input type="checkbox"/> Emergency Room for evaluation/treatment <input type="checkbox"/> General Population (GP) <input type="checkbox"/> Custody for ADA needs <input type="checkbox"/> Classification for PREA concerns <input type="checkbox"/> Medical Observation Housing <input type="checkbox"/> Out Patient Housing Unit/Infirmary <input type="checkbox"/> Medical Isolation (negative pressure) <input type="checkbox"/> Mental Health Housing (if Mental Health not on-site) <input type="checkbox"/> STAT placement on Suicide Precautions <input type="checkbox"/> Other:	
Does patient need a referral?	<input type="radio"/> Yes <input type="radio"/> No	
 <p><b>Medical:</b></p> <p>*If any box is marked, a Task will automatically generate for the indicated timing.</p>	<input type="checkbox"/> Emergent (Today) <input type="checkbox"/> Urgent (Tomorrow) <input type="checkbox"/> Routine (+5 days)	
 <p><b>Mental Health:</b></p> <p>*If any box is marked, a Task will automatically generate for the indicated timing.</p>	<input type="checkbox"/> Emergent (Today) <input type="checkbox"/> Urgent (Tomorrow) <input type="checkbox"/> Routine (+5 days)	
 <p><b>Chronic Care:</b></p> <p>*If any box is marked, a Task will automatically generate for the indicated timing.</p>	<input type="checkbox"/> Emergent (Today) <input type="checkbox"/> Urgent (Tomorrow) <input type="checkbox"/> Routine (+5 days)	
 <p><b>Dental</b></p> <p>*If any box is marked, a Task will automatically generate for the indicated timing.</p>	<input type="checkbox"/> Emergent (Today) <input type="checkbox"/> Urgent (Tomorrow) <input type="checkbox"/> Routine (+5 days)	
Other:		

**Acknowledgment & Signatures**

- ✓ I have answered all questions fully.
- ✓ I have been told how to obtain/access medical, mental health, and dental services.
- ✓ I have been told about the grievance process.
- ✓ I have been told about sexual assault awareness.
- ✓ I understand that Medical/Mental Health Staff are mandated reporters and are required to report immediately any knowledge, suspicion, or information pertaining to an incident of sexual abuse or sexual harassment that occurred within the facility; and with my consent any victimization that occurred in the community, unless I am a minor and then health staff are mandated reporters regardless of location.
- ✓ I have been told about opioid overdose and where to find additional information.
- ✓ I have been told about coping resources.
- ✓ I have been told how to obtain prescribed medications and to follow up with a provider upon release.
- ✓ I have been told about obtaining/starting birth control and where to find additional information.
- ✓ If I am pregnant I have been informed and received information about my rights while in custody.

✓ I hereby authorize Wellpath to administer medical examinations, tests, and/or treatment as necessary.  
✓ I understand and authorize that photographs may be taken and placed in my medical record for future reference, treatment, or training purposes.

Patent Signature		
Completed	<input type="radio"/> In-Person <input type="radio"/> Telehealth	

Form Folder Number: Intake IN14.6  
Form Owner: Bazzel MD, K. Purcell  
Accreditation: ALL  
Active / Last Revision Date: November 10, 2023

**EXHIBIT E  
STAFFING MATRIX**

<b>TITLE</b>	<b>Mon</b>	<b>Tues</b>	<b>Wed</b>	<b>Thur</b>	<b>Fri</b>	<b>Sat</b>	<b>Sun</b>	<b>Week</b>	<b>FTEs</b>
<b>Days</b>									
Program Manager	8	8	8	8	8			40	1.000
Medical Director	6					6		12	0.300
AA/Med Records Clerk	8	8	8	8	8			40	1.000
Psychiatrist	4				4			8	0.200
LCSW/LMFT	8	8	8	8	8	4		44	1.100
Dentist			4					4	0.100
Dental Assistant			4					4	0.100
RN Intake	12	12	12	12	12	12	12	84	2.100
RN	12	12	12	12	12	12	12	84	2.100
LVN	12	12	12	12	12	12	12	84	2.100
Nursing Supervisor (SLT)			12	12	12			36	0.900
Medical Director (SLT)		6		4				10	0.250
Psychiatrist (SLT)			4					4	0.100
LCSW/LFMT (SLT)		8		4			8	20	0.500
Medical Records Clerk (SLT)	4	4	4	4	4			20	0.500
LVN (SLT)	12	12	12			12	12	60	1.500
RN (JTC)	6	6	6	6	6	2	2	34	0.850
<b>Subtotal</b>								<b>588</b>	<b>14.700</b>
<b>Evenings</b>									
RN (SLT)	12	12	12	12	12	12	12	84	2.100
<b>Subtotal</b>								<b>84</b>	<b>2.100</b>
<b>Nights</b>									
RN	12	12	12	12	12	12	12	84	2.100
LVN	12	12	12	12	12	12	12	84	2.100
RN/LVN (SLT)	12	12	12	12	12	12	12	84	2.100
<b>Subtotal</b>								<b>252</b>	<b>6.300</b>
<b>TOTAL</b>								<b>924</b>	<b>23.100</b>

**EXHIBIT F**  
**HIPAA Business Associate Agreement**  
**AGREEMENT FOR SERVICES**  
**Medical Services for County Detention Facilities**

This Business Associate Agreement is made part of the base contract ("Underlying Agreement") to which it is attached, as of the date of commencement of the term of the Underlying Agreement (the "Effective Date").

**RECITALS**

**WHEREAS**, County and Contractor (hereinafter referred to as Business Associate ("BA")) entered into the Underlying Agreement pursuant to which BA provides services to County, and in conjunction with the provision of such services, certain Protected Health Information ("PHI") and Electronic Protected Health Information ("E PHI") may be disclosed to BA for the purposes of carrying out its obligations under the Underlying Agreement; and

**WHEREAS**, the County and BA intend to protect the privacy and provide for the security of PHI and E PHI disclosed to BA pursuant to the Agreement in compliance with the Health Insurance Portability and Accountability Act, Pub. L. No. 104-191 of 1996 ("HIPAA"), the Health Information Technology for Economic and Clinical Health Act, Public Law 111-005 (the "HITECH" Act), and regulation promulgated thereunder by the U.S. Department of Health and Human Services (the "HIPAA Regulations") and other applicable laws as may be amended from time to time; and

**WHEREAS**, County is a Covered Entity, as defined in the Privacy Rule and Security Rule, including but not limited to 45 CFR Section 160.103 ; and

**WHEREAS**, BA, when a recipient of PHI from County, is a Business Associate as defined in the Privacy Rule, the Security Rule, and the HITECH Act, including but not limited to 42 USC Section 17938 and 45 CFR Section 160.103; and

**WHEREAS**, "Individual" shall have the same meaning as the term "individual" in 45 CFR § 164.501 and shall include a person who qualifies as a personal representative in accordance with 45 CFR § 164.202(9);

**WHEREAS**, "Breach" shall have the meaning given to such term under the HITECH Act under 42 USC Section 17921; and

**WHEREAS**, "Unsecured PHI" shall have the meaning to such term under the HITECH Act and any guidance issued pursuant to such Act including, but not limited to 42 USC Section 17932.

**NOW, THEREFORE**, in consideration of the mutual promises and covenants contained herein, the Parties agree as follows:

1. Definitions. Unless otherwise provided in this Business Associate Agreement, capitalized terms shall have the same meanings as set forth in the Privacy Rule, as may be amended from time to time.
2. Scope of Use and Disclosure by BA of County Disclosed PHI.
  - a. BA shall not disclose PHI except for the purposes of performing BA's obligations under the Underlying Agreement. Further, BA shall not use PHI in any manner that

## EXHIBIT F

would constitute a violation of the minimum necessary policies and procedures of the County, Privacy Rule, Security Rule, or the HITECH Act.

- b. Unless otherwise limited herein, in addition to any other uses and/or disclosures permitted or authorized by this Business Associate Agreement or required by law, BA may:
    - i. use the PHI in its possession for its proper management and administration and to fulfill any legal obligations.
    - ii. disclose the PHI in its possession to a third party for the purpose of BA's proper management and administration or to fulfill any legal responsibilities of BA, or as required by law.
    - iii. disclose PHI as necessary for BA's operations only if:
      - 1. prior to making a disclosure to a third party, BA will obtain written assurances from such third party including:
        - a. to hold such PHI in confidence and use or further disclose it only for the purpose of which BA disclosed it to the third party, or as required by law; and,
        - b. the third party; will immediately notify BA of any breaches of confidentiality of PHI to extent it has obtained knowledge of such breach.
    - iv. aggregate the PHI and/or aggregate the PHI with that of other data for the purpose of providing County with data analyses related to the Underlying Agreement, or any other purpose, financial or otherwise, as requested by County.
    - v. not disclose PHI disclosed to BA by County not authorized by the Underlying Agreement or this Business Associate Agreement without patient authorization or de-identification of the PHI as authorized in writing by County.
    - vi. de-identify any and all PHI of County received by BA under this Business Associate Agreement provided that the de-identification conforms to the requirements of the Privacy Rule, 45 CFR and does not preclude timely payment and/or claims processing and receipt.
  - c. BA agrees that it will neither use nor disclose PHI it receives from County, or from another business associate of County, except as permitted or required by this Business Associate Agreement, or as required by law, or as otherwise permitted by law.
3. Obligations of BA. In connection with its use of PHI disclosed by County to BA,
- a. Implement appropriate administrative, technical, and physical safeguards as are necessary to prevent use or disclosure of PHI other than as permitted by the Agreement that reasonably a11d appropriately protects the confidentiality, integrity, and availability of the PHI in accordance with 45 CFR 164.308, 164.310, 164.312, and 164.504(e)(2). BA shall comply with the policies and procedures and documentation requirements of the HIP AA Security Rule.
  - b. Rep011 to County within 24 hours of any suspected or actual breach of security, intrusion, or unauthorized use or disclosure of PHI of which BA becomes aware

## EXHIBIT F

and/or any actual or suspected use or disclosure of data in violation of any applicable federal or state laws or regulations. BA shall take prompt corrective action to cure any such deficiencies and any action pertaining to such

- c. unauthorized disclosure required by applicable federal and state laws and regulations.
  - d. Report to County in writing of any access, use or disclosure of PHI not permitted by the Underlying Agreement and this Business Associate Agreement, and any Breach of Unsecured PHI of which it becomes aware without unreasonable delay and in no case later than five (5) days. To the extent the Breach is solely a result of BA's failure to implement reasonable and appropriate safeguards as required by law, and not due in whole or part to the acts or omissions of the County, BA may be required to reimburse the County for notifications required under 45 CFR 164.404 and CFR 164.406.
  - e. BA shall not use or disclose PHI for fundraising or marketing purposes. BA shall not disclose PHI to a health plan for payment or health care operations purposes if the patient has requested this special restriction and has paid out of pocket in full for the health care item or service to which the PHI solely relates. BA shall not directly or indirectly receive remuneration in exchange of PHI, except with the prior written consent of the County and as permitted by the HITECH Act, 42 USC Section 17935(d)(2); however, this prohibition shall not affect payment by County to BA for services provided pursuant to the Agreement.
4. PHI Access, Amendment and Disclosure Accounting. BA agrees to:
- a. Provide access, at the request of County, within five (5) days, to PHI in a Designated Record Set, to the County, or to an Individual as directed by the County. If BA maintains an Electronic Health Record, BA shall provide such information in electronic format to enable County to fulfill its obligations under the HITECH Act, including, but not limited to, 42 USC Section 17935(e).
  - b. Within ten (10) days of receipt of a request from County, incorporate any amendments or corrections to the PHI in accordance with the Privacy Rule in the event that the PHI in BA's possession constitutes a Designated Record Set.
  - c. To assist the County in meeting its disclosure accounting under HIPAA:
    - i. BA agrees to implement a process that allows for an accounting to be collected and maintained by BA and its agents or subcontractors for at least six (6) years prior to the request. However, accounting of disclosure from Electronic Health Record for treatment, payment, or health care operations purposes are required to be collected and maintained for only three (3) years prior to the request, and only to the extent that BA maintains an electronic health record and is subject to this requirement. At the minimum, the information collected shall include: (i) the date of disclosure; (ii) the name of the entity or person who received PHI and, if known, the address of the entity or person; (iii) a brief description of PHI disclosed and; (iv) a brief statement of purpose of the disclosure that reasonably informs the individual of the basis for the disclosure, or a copy of the individual's authorization, or a copy of the written request for disclosure.



## EXHIBIT F

- ii. Within 30 days of notice by the County, BA agrees to provide to County information collected in accordance with this section to permit the County to respond to a request by an Individual for an accounting of disclosures of PHI.
  - iii. Make available to the County, or to the Secretary of Health and Human Services (the "Secretary"), BA's internal practices, books and records relating to the use of and disclosure of PHI for purposes of determining BA's compliance with the Privacy Rule, subject to any applicable legal restrictions. BA shall provide County a copy of any PHI that BA provides to the Secretary concurrently with providing such information to the Secretary.
- 5. Obligations of County:
  - a. County agrees that it will promptly notify BA in writing of any restrictions on the use and disclosure of PHI agreed to by County that may affect BA's ability to perform its obligations under the Underlying Agreement, or this Business Associate Agreement.
  - b. County agrees that it will promptly notify BA in writing of any changes in, or revocation of, permission by any Individual to use or disclose PHI, if such changes or revocation may affect BA's ability to perform its obligations under the Underlying Agreement, or this Business Associate Agreement.
  - c. County agrees that it will promptly notify BA in writing of any known limitation(s) in its notice of privacy practices to the extent that such limitation may affect BA's use of disclosure of PHI.
  - d. County shall not request BA to use or disclose PHI in any manner that would not be permissible under the Privacy Rule if done by County, except as may be expressly permitted by the Privacy Rule.
  - e. County will obtain any authorizations necessary for the use or disclosure of PHI, so that BA can perform its obligations under this Business Associate Agreement and/or the Underlying Agreement.
- 6. Term and Termination.
  - a. Term. This Business Associate Agreement shall commence upon the Effective Date and terminate upon the termination of the Underlying Agreement, as provided therein when all PHI provided by the County to BA, or created or received by BA on behalf of the County, is destroyed or returned to the County, or, if it is infeasible to return or destroy PHI, protections are extended to such information, in accordance with the termination provisions in this Section.
  - b. Termination for Cause. Upon the County's knowledge of a material breach by the BA, the County shall either:
    - i. Provide an opportunity for the BA to cure the breach or end the violation and terminate this Agreement if the BA does not cure the breach or end the violation within the time specified by the County.
    - ii. Immediately terminate this Agreement if the BA has breached a material term of this Agreement and cure is not possible; or

- iii. If neither termination nor cures are feasible, the County shall report the violation to the Secretary.
- c. Effect of Termination.
  - i. Except as provided in paragraph (2) of this section, upon termination of this Agreement, for any reason, the BA shall, at the option of County, return or destroy all PHI that BA or its agents or subcontractors still maintain in any form, and shall retain no copies of such PHI.
  - ii. In the event that the County determines that returning or destroying the PHI is infeasible, BA shall provide to the County notification of the conditions that make return or destruction infeasible, and BA shall extend the protections of this Agreement to such PHI to those purposes that make the return or destruction infeasible, for so long as the BA maintains such PHI. If County elects destruction of the PHI, BA shall certify in writing to County that such PHI has been destroyed.

7. Indemnity.

- a. BA shall indemnify and hold harmless all Agencies, Districts, Special Districts and Departments of the County, their respective directors, officers, Board of Supervisors, elected and appointed officials, employees, agents and representatives (collectively "County") from any liability whatsoever, based or asserted upon any services of BA, its officers, employees, subcontractors, agents or representatives arising out of or in any way relating to BA's performance under this Business Associate Agreement, including but not limited to property damage, bodily injury, or death or any other element of any kind or nature whatsoever including fines, penalties or any other costs and resulting from any reason whatsoever to the extent arising from the performance of BA, its officers, agents, employees, subcontractors, agents or representatives under this Business Associate Agreement. BA shall defend, at its sole expense, all costs and fees including but not limited to attorney fees, cost of investigation, defense and settlements or awards against the County in any claim or action based upon such alleged acts or omissions.
- b. With respect to any action or claim subject to indemnification herein by BA, BA shall, at its sole cost, have the right to use counsel of its choice, subject to the approval of County, which shall not be unreasonably withheld, and shall have the right to adjust, settle, or compromise any such action or claim without the prior consent of County; provided, however, that any such adjustment, settlement or compromise in no manner whatsoever limits or circumscribes BA's indemnification of County as set forth herein.
- c. BA's obligation to defend, indemnify and hold harmless County shall be subject to County having given BA written notice within a reasonable period of time of the claim or of the commencement of the related action, as the case may be, and information and reasonable assistance, at BA's expense, for the defense or settlement thereof. BA's obligation hereunder shall be satisfied when BA has provided to County the appropriate form of dismissal relieving County from any liability for the action or claim involved.
- d. The specified insurance limits required in the Underlying Agreement of this Business Associate Agreement shall in no way limit or circumscribe BA's

## EXHIBIT F

obligations to indemnify and hold harmless the County herein from third party claims arising from the issues of this Business Associate Agreement.

- e. In the event there is conflict between this clause and California Civil Code Section 2782, this clause shall be interpreted to comply with Civil Code Section 2782. Such interpretation shall not relieve the BA from indemnifying the County to the fullest extent allowed by law.
  - f. In the event there is a conflict between this indemnification clause and an indemnification clause contained in the Underlying Agreement of this Business Associate Agreement, this indemnification shall only apply to the subject issues included within this Business Associate Agreement.
8. Amendment. The parties agree to take such action as is necessary to amend this Business Associate Agreement from time to time as is necessary for County to comply with the Privacy Rule, 45 CFR, and HIP AA generally.
9. Survival. The respective rights and obligations of this Business Associate Agreement shall survive the termination or expiration of this Business Associate Agreement.
10. Regulatory References A reference in this Business Associate Agreement to a section in the Privacy Rule means the section as in effect or as amended.
11. Conflicts. Any ambiguity in this Business Associate Agreement and the Underlying Agreement shall be resolved to permit County to comply with the Privacy Rule, 45 CFR, and HIPAA generally.