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CALIFORNIA FORENSIC MEDICAL GROUP
AGREEMENT FOR SERVICES #018-125-P-E2010
MEDICAL SERVICES FOR JAIL & JUVENILE HALL

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Linda York, et. al. vs. County of El Dorado,**

AGREEMENT FOR SERVICES #018-125-P-E2010
Jail Facilities and Juvenile Detention Facilities Medical Care

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, Inc., a California corporation, whose principal place of business is Cannery Row Park Plaza, 300 Foam Street, Suite B, Monterey, CA 93940 (hereinafter referred to as "CONTRACTOR");

RECITALS

WHEREAS, COUNTY has determined that it is necessary to obtain a Contractor to provide medical services defined as physical healthcare, mental healthcare, and dental care services for all adult inmates of COUNTY's detention facilities; and

WHEREAS, COUNTY has determined that it is necessary to obtain a Contractor to provide medical services defined as physical healthcare, and dental care services for all juvenile wards of COUNTY's detention facilities; and

WHEREAS, CONTRACTOR has represented to COUNTY that it is specially trained, experienced, expert and competent to perform the special services required hereunder and COUNTY has determined to rely upon such representations; and

WHEREAS, it is the intent of the parties hereto that such services be in conformity with all applicable federal, State and local laws; and

WHEREAS, COUNTY has determined that the provision of these services provided by CONTRACTOR is in the public's best interest, and that these services are more economically and feasibly performed by outside independent Contractors as well as authorized by El Dorado County Charter, Section 210 (b) (6) and/or Government Code 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
Booking	See "Intake" below.
CCR	California Code of Regulations
CFMG	California Forensic Medical Group
CFMG Facility Specific P&P Manual (CFMG P&P Manual)	Pursuant to Title 15 California Code of Regulations (CCR) Section 1206, 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 pursuant to Section 2.03(c).
CMSP	County Medical Services Program
Facilities	Collectively, all four (4) locations (Adult Facilities and Juvenile Facilities) will be referred to as "Facilities."
Facility	One of the four aforementioned "Facilities."
Facility Administrator	That COUNTY Officer or employee with responsibility for the overall management of the "Facility."
Inmate	Shall refer to all detainees housed for any period of time at Adult Facilities.
Intake - Adults	For purposes of this Agreement, "Intake" with respect to Adult Facilities shall represent the process of (1) documenting personal identification demographics; (2) photograph of the individual; (3) fingerprinting; (4) Department of Justice records check; and a review of the charges against the individual along the any bail amount. The individual then undergoes a Medical Receiving Screening at which time they may or may not be medically cleared by CFMG for admittance to the Facility. If the individual is not medically cleared, they are transported to the local Emergency Room for medical evaluation and clearance there. Upon return to the jail, CFMG licensed medical staff will determine if the individual is medically suitable to be admitted under CFMG's care. This procedure is sometimes referred to as being "booked" into the Facility.
Intake - Juveniles	For purposes of this Agreement between COUNTY and CONTRACTOR, medical screening during the "intake" process includes, but it not limited to, the following: a Deputy Probation Officer will complete a medical screening document for the Ward and then will review said document with the Ward; the staff at the Juvenile Facility will exercise the discretion to contact the on-call provider for CONTRACTOR for the on-call provider's determination of whether the Ward requires medical clearance at an emergency room prior to placement in the Juvenile Facility; the staff at the Juvenile Facility will, as soon as is practicable, obtain a medical consent signature from a parent or legal guardian for the Ward, at

	which time the staff at the Juvenile Facility will process any medications currently prescribed for the Ward.
Juvenile Facilities	The Juvenile Hall and Juvenile Treatment Center will be referred to as "Juvenile Facilities."
Licensed Healthcare Personnel ("STAFF")	Licensed Vocational Nurse (LVN); Registered Nurse (RN); Family Nurse Practitioner (FNP); Physician Assistant (PA); or Physician (M.D.)
LVN	Licensed vocational nurse.
Medical Director	The Physician assigned by CFMG to the El Dorado County Facilities.
Medical Receiving Screening	Pursuant to Penal Code Section 6030, this 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 health personnel or trained facility staff.
PPD	Purified protein derivative of tuberculin – test for tuberculosis.
Pre-Admission Medical Care	Any event requiring medical treatment occurring prior to an Inmate or Ward 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	Shall refer to an initial "sobering up" place for arrestees (or Wards) who are sufficiently intoxicated from any substance to require a protected environment to prevent injury by falling or victimization by other Inmates (or Wards). Also known as detoxification cells, as noted in Section 2.02(a).
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 of the county jail or other detention facility for family emergencies or for purposes preparatory to his return to the community, if the sheriff or probation officer concludes that such inmate is a fit subject therefore. Any such temporary removal shall not be for a period of more than three days.
Ward	Shall refer to all minors housed for any period of time at Juvenile Facilities.

Article II. SCOPE OF SERVICES

Section 2.01 COUNTY FACILITIES TO BE SERVED

- (a) The Placerville Jail, located at 300 Forni Road, Placerville, CA 95667;

- (b) The South Lake Tahoe Jail, located at 1051 Al Tahoe Boulevard, South Lake Tahoe, CA 96150;
- (c) The Placerville Juvenile Hall located at 299 Fair Lane, Placerville, CA 95667; and
- (d) The South Lake Tahoe Juvenile Treatment Center, located at 1041 Al Tahoe Boulevard, South Lake Tahoe, CA 96150.

Section 2.02 RESPONSIBILITY OF COUNTY

- (a) *Detoxification*
 - (i) Custody staff shall monitor detoxification cells (sobering cells) in accordance with Title 15, CCR Section 1213.
- (b) *Use Of Space And Equipment*
 - (i) COUNTY shall make available to CONTRACTOR all space and use of COUNTY-owned equipment pursuant to inventory attached hereto as Exhibit E. COUNTY shall ensure a separate room is provided for dental services at the Adult Facility in Placerville.
 - (ii) 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.
- (c) *Security*
 - (i) 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.

Section 2.03 RESPONSIBILITY OF COUNTY AND CONTRACTOR

- (a) *Medical Equipment & Supplies*
 - (i) 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.
- (b) *Inmate/Ward Transportation*
 - (i) COUNTY shall provide and pay for routine transportation of Inmates and Wards. 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 under 0.

- (ii) COUNTY will provide staff to transport Inmates/Wards to and from medical appointments for on-site and off-site care.
 - (iii) COUNTY will provide escort as required for CONTRACTOR personnel during medical rounds.
- (c) *Policy & Procedure Manuals Specific to Facilities*
- (i) CONTRACTOR has developed and shall maintain the Adult and Juvenile CFMG P&P Manuals, as they shall be amended from time to time pursuant to Title 15 CCR Section 1206. In the event of conflict between the Adult CFMG P&P Manual and Federal, State or County law; or the Juvenile CFMG P&P Manual and Federal, State or County law; the Federal, State or County law shall take precedence.
 - (ii) CONTRACTOR shall initiate a review and update process at least annually.
 - (iii) CONTRACTOR shall develop and maintain any protocol and reference manuals for services provided under this Agreement, in compliance with Title 15 California Code of Regulations.
 - (iv) Existing policies and procedures related to services provided under this Agreement shall not be revised by either party to this Agreement without mutual concurrence of the parties hereto.
 - (v) New policies and/or procedures related to services under this Agreement shall not be implemented without mutual concurrence of the parties hereto.
- (d) *Medical Receiving Screening Protocol*
- (i) CONTRACTOR and the appropriate Facility Administrator 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.
- (e) *Suicide Prevention Plans*
- (i) CONTRACTOR, Facility Administrator of the Adult Facilities, and Health Services Department 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.
 - (ii) County Mental Health, the Facility Administrator of the Adult Facilities, the Health Services Department 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 Facilities remains up-to-date pursuant to Title 15 CCR.
- (f) *CONTRACTOR and COUNTY contacts:*
- (i) 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 day-to-day contact person.

- (ii) 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.

Section 2.04 RESPONSIBILITY OF CONTRACTOR

(a) *Compliance*

- (i) For the purpose of this Agreement, CONTRACTOR agrees to comply with all applicable laws, including the provisions of Title 15, California Code of Regulations, relating to medical services in corrections institutions, incorporated by reference as if fully set forth herein.
- (ii) CONTRACTOR agrees to comply with all sections referring to inmate medical and dental in correctional institutions in El Dorado County 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 F, and incorporated by reference herein.
- (iii) CONTRACTOR agrees to follow all laws of the State of California.

(b) *Inmates or Wards for whom CONTRACTOR is responsible -*

- (i) For the purpose of this Agreement, CONTRACTOR is responsible for the Medical Receiving Screening of each Inmate; however, the responsibility of CONTRACTOR for the medical care of an Inmate or Ward commences with the medical clearance (whether by CFMG or a hospital emergency room, if such medical clearance is acceptable to CFMG) and subsequent physical placement of said Inmate or Ward into any one of the Facilities after booking (Adult Facilities) or admittance (Juvenile Facilities). For services provided under this Agreement, CONTRACTOR maintains said responsibility until Inmate or Ward is officially released from COUNTY custody at the completion of sentence, upon pardon, upon parole, or other manner of official release, as defined in PC 4018.6.
- (ii) CONTRACTOR is responsible for Inmates or Wards who are temporarily outside one of the Facilities in the company of an employee of El Dorado County law enforcement agency or Facility staff.
- (iii) CONTRACTOR is responsible for Inmates or Wards 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.

(c) *Inmates or Wards for whom the CONTRACTOR is not responsible -*

- (i) CONTRACTOR is not responsible for Inmates or Wards on "temporary release" who are not in custody;
- (ii) CONTRACTOR is not responsible for Inmates or Wards in the custody of other law enforcement agency or penal jurisdictions located outside the County of El Dorado; and
- (iii) CONTRACTOR is not responsible for Inmates or Wards who have escaped from a Facility.

Section 2.05 SERVICES

- (a) *Conformity to Title 15 California Code of Regulations*
 - (i) All services provided by CONTRACTOR shall be carried out in conformance with Title 15 CCR Article 11. Specific services to be provided by CONTRACTOR for the Adult Facilities are defined in Exhibit A, attached hereto and incorporated by reference herein. Specific services to be provided by CONTRACTOR for the Juvenile Facilities are defined in Exhibit B, attached hereto and incorporated by reference herein.
- (b) *Standard of Care*
 - (i) 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 shall be performed and rendered in a professional, competent, efficient, and satisfactory manner.
- (c) *Continuity of Care*
 - (i) CONTRACTOR will communicate with Contract Administrator, or designee on an "as needed" basis and with any treating clinician to promote continuity of care.
- (d) *Civil Rights*
 - (i) 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.

Section 2.06 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, upon request, with statistical summaries of quality assurance activities.

Section 2.07 SERVICES FOR FACILITY STAFF

- (a) *Emergency First Aid*
 - (i) 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*
 - (i) CONTRACTOR shall provide a minimum of eight (8) hours of annual training for correctional officers/Deputy Probation Officers of all four Facilities concerning health care issues pertinent to the Facilities, as mutually agreed by the parties hereto.

- (c) *Notification of Serious Health Conditions*
 - (i) CONTRACTOR shall notify Facility Administrators in writing concerning significant health conditions of Inmates or Wards including but not limited to injuries or illnesses requiring medical care outside that which can be provided by CONTRACTOR on-site and as specified in Title 15 CCR Section 1206.5 and Health & 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 §§ 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.

- (d) *Communicable Disease Outbreak in Facilities*
 - (i) 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 Wards, CONTRACTOR will assist and provide all staff necessary to complete the inoculations on-site. COUNTY will budget the vaccines through the Facilities annual budgets.

- (e) *Vaccinations*
 - (i) CONTRACTOR will provide nursing time to do Hepatitis B vaccine inoculations and TB testing for Facilities staff. CONTRACTOR will document inoculations and testing, and COUNTY shall provide record retention and management. COUNTY will provide Hepatitis B vaccine, PPD tuberculin and supplies for this process through the budgets for the Facilities. COUNTY will coordinate scheduling with CONTRACTOR.

Article III. RECORDS AND REPORTING

Section 3.01 MEDICAL RECORDS

Medical/mental health records prepared by CONTRACTOR, and those medical/mental health records created by previous Adult and/or Juvenile Facilities medical providers that are currently stored at the Facilities, shall be maintained by CONTRACTOR for the term of this Agreement; however, records shall at all times be the property of COUNTY. COUNTY shall have access to all medical/mental health records and any related records maintained by CONTRACTOR.

Section 3.02 FISCAL & STATISTICAL RECORDS AND REPORTING

(a) *Records Availability*

- (i) CONTRACTOR agrees that all books, records, reports and accounts maintained pursuant to this Agreement, related to CONTRACTOR activities under this Agreement, shall be open to inspection and audit by the COUNTY upon demand during the life of this Agreement, and for a period of four (4) years thereafter.

(b) *Statistical Reporting*

- (i) CONTRACTOR shall develop and provide to Contract Administrator annual statistical summaries of health care and pharmaceutical services that are provided.
- (ii) 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.
- (iii) 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.
- (iv) No later than the third Friday of each month, CONTRACTOR shall submit to the Contract Administrator, or designee, statistics and information on the prior month's activities as follows:
- 1) Number of sick call visits:
 - a) By nursing staff; and
 - b) By physician(s).
 - 2) Number of food service worker screenings;
 - 3) Number of laboratory tests performed;
 - 4) Number of new prescriptions filled;
 - 5) Total number of prescriptions;
 - 6) Number of medication doses administered;
 - 7) Types and numbers of communicable diseases seen and treated;
 - 8) If the facility has an infirmary, average daily occupancy for medical/mental health services;
 - 9) Number of Emergency Department visits;
 - 10) Number of specialty clinic visits
 - 11) Number of visits to use:
 - a) Laboratory;
 - b) Radiology;
 - c) Electrocardiograms;
 - d) Electroencephalograms.
 - 12) Profile of hospital admissions:
 - a) Number of hospital admissions;
 - b) Types of diagnoses;
 - c) Total patient days.
 - 13) Dental services provided:

- a) Number seen on-site
- b) Number referred off-site
- 14) Number of Inmates and Wards transported and the time of each transport; and
- 15) Number of tuberculosis tests performed.
- 16) Average Daily Population (ADP) for the period(s) being reported.

Section 3.03 OTHER ADMINISTRATIVE REQUIREMENTS

- (a) *Inmate/Ward Grievances*
 - (i) CONTRACTOR shall be responsible for processing Inmate or Ward grievances concerning medical care in accordance with Facility policy and procedure.
- (b) *Court Testimony*
 - (i) CONTRACTOR shall be responsible for allowing medical personnel to testify concerning civil rights suits or any writs of habeas corpus filed by Inmates or Wards. CONTRACTOR must also respond in writing to Facilities Administrators concerning any such writs of habeas corpus or federal civil rights suits.
- (c) *Administrative Meetings*
 - (i) Quarterly administrative meetings will be held involving CONTRACTOR management staff, Contract Administrator (or designee), County Public Health Officer (or designee), and Facilities Administrators. All four (4) quarterly meetings will be scheduled in advance at each quarterly meeting during this Agreement, to ensure maximum availability of participants. CONTRACTOR shall be responsible for the scheduling and facilitation of these meetings.

Article IV. PERSONNEL, LICENSING & EMPLOYMENT PRACTICES

Section 4.01 PERSONNEL

- (a) *On-Site Medical Director*
 - (i) CONTRACTOR shall have a designated Medical Director who has overall responsibility for the medical program at the El Dorado County Facilities, including but not limited to:
 - 1) Assuring the program meets applicable Federal, State and local regulations;
 - 2) Assisting in the design, implementation and evaluation of the medical program;
 - 3) Monitoring weekly services provided by non-physician providers within the Facilities including quality of medical records, pharmaceutical practices and adherence to current medical protocols;
 - 4) 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;
 - 5) Consulting with Program Manager on all conditions outside protocol parameters;

- 6) Conducting sick call and physical examinations as scheduled; and
- 7) 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*

- (i) CONTRACTOR shall have a Registered Nurse designated as Program Manager for all four Facilities who shall, under the general direction of the Medical Director and CFMG Administration, provide:
 - 1) Overall responsibility for the coordination of health care services for El Dorado County Facilities in accordance with the terms of this Agreement;
 - 2) CONTRACTOR management; and
 - 3) All other duties as mutually agreed to and defined in the Adult and Juvenile CFMG P&P Manuals by the parties hereto.

(c) *CONTRACTOR Time and Attendance*

- (i) CONTRACTOR will be responsible for time and attendance accountability, and provide such records to the COUNTY upon request.

(d) *Use of County Property*

- (i) 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.

Section 4.02 LICENSING AND CERTIFICATION

- (a) CONTRACTOR's employees performing professional medical services shall be duly licensed by the appropriate body in and for the State of California.
- (b) Copies of licenses and/or records of certification for all medical 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.
- (c) CONTRACTOR shall obtain all licenses necessary to provide medical services in the Adult and Juvenile Facilities in El Dorado County. 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.

Section 4.03 EMPLOYMENT PRACTICES & TRAINING

(a) *Nondiscrimination in Hiring*

- (i) 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 or 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.

- (ii) CONTRACTOR agrees that pursuant to Article X, Section 4.03(a)(i) will 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*
 - (i) COUNTY maintains the right to approve hiring of all CONTRACTOR employees who may provide services under this Agreement. Sheriff and/or Probation 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 and/or the Chief Probation Officer has the sole discretion to determine background/security acceptability of all CONTRACTOR personnel at any time during the contract period, and personnel found to be an unacceptable security risk shall not be given access to the Facilities. No new employee shall be brought to any Adult or Juvenile Facility without the prior approval of the Sheriff and/or the Chief Probation Officer. The Sheriff and/or the Chief Probation Officer will be informed when a CONTRACTOR employee assigned to work in connection with this Agreement leaves CONTRACTOR employment.
 - (c) *Orientation*
 - (i) 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*
 - (i) 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.
 - (e) *Automated External Defibrillator Program/Training*
 - (i) 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 Department to include all 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.

Section 4.04 MINIMUM STAFFING PATTERN

- (a) CONTRACTOR agrees to maintain, at all times, the staffing pattern as specifically described in Exhibit D – “California Forensic Medical Group Staffing for County of El Dorado,” attached hereto and incorporated by reference herein.
- (b) Shift patterns may be revised at times during the term of this Agreement upon mutual concurrence of the parties hereto.

Article V. **TERM**

This Agreement shall become effective upon final signature and shall cover July 1, 2010 through June 30, 2013 unless earlier terminated pursuant to the provisions under Article IX herein.

Article VI. **COMPENSATION FOR SERVICES****Section 6.01** NOT-TO-EXCEED for Fiscal Year 2010-2011

Adult Facilities Base Rate	\$2,301,673.70
Juvenile Facilities Base Rate / including weekends	435,171.56
Reimbursement for use of PPO Plan (Inmate hospitalizations)	5,000.00
Per Diem payment @\$3.24 per day per inmate over agreed upon base ADP	2,000.00
Total not-to-exceed for term 7/1/10 through 6/30/11	\$2,743,845.26

Section 6.02 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 pursuant to Section 6.01, as adjusted for each respective contract year, or subsequently amended.

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

Monthly Base Rates are established using the Average Daily Population (ADP) statistics maintained by the Facilities and reported to CONTRACTOR by the Facilities. The base ADP for all four Facilities, for the purpose of this Agreement is 426. The ADP is averaged for each quarter, and for any quarter that exceeds the base ADP, a Per Diem charge pursuant to Section 6.02(c)(i) shall be calculated and invoiced by CONTRACTOR.

Juvenile Weekend Services are based a total of eight (8) hours coverage each weekend between the Placerville and South Lake Tahoe Juvenile Facilities. The Program Manager

shall have flexibility in determining appropriate distribution of hours based on the needs of the Wards at each Juvenile Facility.

(b) *Preferred Provider Organization (PPO) Discount*

CONTRACTOR shall provide COUNTY with access to its Preferred Provider Organization (PPO) discount. COUNTY will reimburse CONTRACTOR for any processing fees related to the use of that PPO discount, not-to-exceed \$5,000 annually.

(c) *Per Diem Invoices*

A quarterly Per Diem charge of \$3.24, as adjusted for each respective contract year, or as subsequently amended, will be paid for a combined quarterly average Inmate and Ward population for all facilities in excess of 426. Per Diem is intended to cover variable costs only. If the population significantly exceeds the base ADP for an extended period of time, and additional staffing is required, the cost for additional staff must be negotiated separately.

(i) Sample Calculation of Quarterly Per Diem:

Month	Average Daily Population (ADP) on a monthly basis	ADP by Quarter	Agreed upon ADP Baseline	Variance from Baseline	Per Diem Rate	# of days in Quarter	Per Diem Charge
July	469						
August	468						
Sept	472						
	Quarter 1	470	426	44	\$3.24	92	\$13,115.52
October	399						
November	437						
December	421						
	Quarter 2	419	426	(7)	N/A - below baseline		\$0.00

(ii) Per Diem payments, if any, will 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 itemized, original invoice identifying the period being billed, and shall be in accordance with the total not-to-exceed amounts as described herein under Section 6.01.

(d) CONTRACTOR's financial liability for medical or psychiatric inpatient episodes is limited to \$20,000.00 per Inmate (or Ward) per episode. Such episodes are defined as "post admission" to a medical or psychiatric facility. In the event CONTRACTOR pays in excess of \$20,000 for an inpatient episode, CONTRACTOR shall invoice COUNTY for the

amount in excess of their \$20,000 liability and COUNTY shall reimburse CONTRACTOR that amount.

- (e) CONTRACTOR shall utilize all means available to obtain discounted pricing for provider services including the use of its Preferred Provider Organization (PPO) discount. In addition, CONTRACTOR shall provide COUNTY access to the PPO discount for provider services, pursuant to (b).
- (f) For Inmates or Wards being held by COUNTY on behalf of another governmental agency, CONTRACTOR's financial liability of \$20,000 for associated medical or psychiatric off-site services or inpatient episodes may be waived by COUNTY on a case-by-case basis if COUNTY has a formal, 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 Ward held at a facility. Absent such agreement, CONTRACTOR's financial liability of \$20,000 per Inmate or Ward, per episode, shall apply.
- (g) CONTRACTOR shall provide third party payor information to off-site medical or psychiatric providers when such information is available. Once the provider has exhausted all reasonable attempts at collection, such costs shall become the responsibility of CONTRACTOR.

Section 6.03 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. CONTRACTOR and COUNTY agree to identify and utilize all available HIV/AIDS medication funding sources for each Inmate or Ward prior to assuming responsibility for providing said medications.

Section 6.04 ANNUAL COMPENSATION ADJUSTMENT

The base payment rates, and Per Diem rate, as described above under Section 6.01 shall be adjusted on July 1st of each fiscal year following the first year of this Agreement, by the percentage increase of the medical index of the CPI-u San Francisco-Oakland Region from February to February.

Calculation Sample:

	Base Rate as of 6/30/11		*Medical CPI-u		Adjusted Not-to-Exceed
Adult Facilities	\$2,301,673.70	+	3%	=	\$2,370,723.91
Juvenile Base Rate	\$435,171.56	+	3%	=	\$448,226.71
Per Diem	\$3.24	+	3%	=	\$3.34
*This is only an example; the adjustment will be based on actual CPI-u rates published by the Bureau of Labor Statistics.					

Section 6.05 INVOICES SHALL BE SUBMITTED TO

Health Services Department – Public Health Division Finance
941 Spring Street, Suite 3
Placerville, CA 95667

Article VII. HIPAA COMPLIANCE

All data, together with any knowledge otherwise acquired by CONTRACTOR during the performance of services provided pursuant to this Agreement, shall be treated by CONTRACTOR and CONTRACTOR's staff as confidential information. CONTRACTOR shall not disclose or use, directly or indirectly, at any time, any such confidential information. If the CONTRACTOR receives any individually identifiable health information ("Protected Health Information" or "PHI"), the CONTRACTOR shall maintain the security and confidentiality of such PHI as required by applicable laws and regulations, including the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") and the regulations promulgated thereunder.

Article VIII. 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 IX. 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 agreed that in all matters pertaining to this Agreement, CONTRACTOR shall act as Contractor only to COUNTY and shall not act as Contractor to any other individual or entity affected by this Agreement nor provide information in any manner to any party outside of this Agreement that would conflict with CONTRACTOR's responsibilities to COUNTY during term hereof.

Article X. ASSIGNMENT AND DELEGATION

CONTRACTOR is engaged by COUNTY for its unique qualifications and skills as well as those of its personnel. CONTRACTOR shall not subcontract, delegate or assign services to be provided, in whole or in part, to any other person or entity without prior written consent of COUNTY. In the event COUNTY agrees in writing that CONTRACTOR may subcontract for services under this Agreement, CONTRACTOR shall require that all subcontractors comply with all terms and conditions of this Agreement, and all pertinent Federal and State statutes and regulations. COUNTY maintains the right to approve all subcontracts for medical supplies and services. CONTRACTOR agrees to give preference to local vendor(s), to the extent feasible.

Article XI. INDEPENDENT CONTRACTOR/LIABILITY

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 terms of this Agreement.

CONTRACTOR exclusively assumes responsibility for acts of its employees, associates, and subcontractors, if any are authorized herein, as they relate to services to be provided under this Agreement during the course and scope of their employment.

CONTRACTOR shall be responsible for performing the work under this Agreement in a safe, professional, skillful and workmanlike manner and shall be liable for its own negligence and negligent acts of its employees. COUNTY shall have no right of control over the manner in which work is to be done and shall, therefore, not be charged with responsibility of preventing risk to CONTRACTOR or its employees.

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, El Dorado 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 the COUNTY, this Agreement may be deemed to be canceled in its entirety subject to payment for services performed prior to cancellation.

Article XIII. DEFAULT, TERMINATION, AND CANCELLATION**Section 13.01 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.

Section 13.02 Bankruptcy

This Agreement, at the option of the COUNTY, shall be terminable in the case of bankruptcy, voluntary or involuntary, or insolvency of CONTRACTOR.

Section 13.03 Ceasing Performance

COUNTY may terminate this Agreement in the event CONTRACTOR ceases to operate as a business, or otherwise becomes unable to substantially perform any term or condition of this Agreement.

Section 13.04 Termination or Cancellation

Either party hereto may terminate without cause this Agreement in whole or in part upon one-hundred eighty (180) calendar days written notice. If such prior termination is effected, COUNTY will pay for satisfactory services rendered prior to the effective dates as set forth in the Notice of Termination provided to CONTRACTOR, and for such other services, which COUNTY may agree to in writing as necessary to ensure continuity of care. In no event, however, shall COUNTY be obligated to pay more than the total amount of the contract. 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.

Article XIV. 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 addressed as follows:

COUNTY OF EL DORADO
HEALTH SERVICES DEPARTMENT
931 SPRING STREET
PLACERVILLE, CA 95667
ATTN: NEDA WEST, DIRECTOR

or to such other location as the COUNTY directs.

Notices to CONTRACTOR shall be addressed as follows:

CALIFORNIA FORENSIC MEDICAL GROUP, INC.
CANNERY ROW PARK PLAZA
300 FOAM STREET, SUITE B
MONTEREY, CA 93940
ATTN: DAN HUSTEDT, VICE PRESIDENT

or to such other location as the CONTRACTOR directs.

Article XV. INDEMNITY

The CONTRACTOR shall defend, indemnify, and hold the COUNTY harmless against and from any and all claims, suits, losses, damages and liability for damages of every name, kind and description, including attorneys 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 claimed to or in any way arise out of or are connected with the CONTRACTOR's services, operations, or performance hereunder, regardless of the existence or degree of fault or negligence on the part of the COUNTY, the CONTRACTOR, subcontractor(s) and employee(s) of any of these, except for the sole, or active negligence 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 California Civil Code Section 2778.

Article XVI. INSURANCE

Section 16.01 CONTRACTOR shall provide proof of a policy of insurance satisfactory to the El Dorado County Risk Manager 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; and
- (b) Commercial General Liability Insurance of not less than \$2,000,000 per occurrence and \$5,000,000 aggregate limit for bodily injury and property damage;
- (c) Automobile Liability Insurance of not less than \$1,000,000.00 is required in the event motor vehicles are used by the CONTRACTOR in the performance of the Agreement.

Section 16.02 In the event CONTRACTOR is a licensed professional, and is performing professional services under this Agreement, professional liability (for example, malpractice insurance) is required with a limit of liability of not less than \$2,000,000 per occurrence and \$5,000,000 aggregate limit.

Section 16.03 CONTRACTOR shall furnish a certificate of insurance satisfactory to the El Dorado County Risk Manager as evidence that the insurance required above is being maintained.

Section 16.04 The insurance will be issued by an insurance company acceptable to Risk Management, or be provided through partial or total self-insurance likewise acceptable to Risk Management.

Section 16.05 CONTRACTOR agrees that the insurance required above 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 at least thirty (30) days prior to said expiration date, a new certificate of insurance evidencing insurance coverage as provided for herein for not less than the remainder of the term of the Agreement, or 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 the 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.

Section 16.06 The certificate of insurance must include the following provisions stating that:

- (a) The insurer will not cancel the insured's coverage without thirty (30) days prior written notice to COUNTY, and;
- (b) The County of El Dorado, its officers, officials, employees, and volunteers are included as additional insured, but only insofar as the operations under this Agreement are concerned. This provision shall apply to the general liability policy.

Section 16.07 The CONTRACTOR's insurance coverage shall be primary insurance as respects the COUNTY, its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by the COUNTY, its officers, officials, employees or volunteers shall be excess of the CONTRACTOR's insurance and shall not contribute with it.

Section 16.08 Any deductibles or self-insured retentions must be declared to and approved by the COUNTY, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the COUNTY, its officers, officials, employees, and volunteers; or the CONTRACTOR shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

Section 16.09 Any failure to comply with the reporting provisions of the policies shall not affect coverage provided to the COUNTY, its officers, officials, employees or volunteers.

Section 16.10 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.

Section 16.11 CONTRACTOR's obligations shall not be limited by the foregoing insurance requirements and shall survive expiration of this Agreement.

Section 16.12 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.

Section 16.13 Certificate of insurance shall meet such additional standards as may be determined by the contracting County Department either independently or in consultation with Risk Management, as essential for the protection of the COUNTY.

Article XVII. INTEREST OF PUBLIC OFFICIAL

No official or employee of COUNTY who exercises any functions or responsibilities in review or approval of services to be provided by CONTRACTOR under this Agreement shall participate in or attempt to influence any decision relating to this Agreement which affects personal interest or interest of any corporation, partnership, or association in which he/she is directly or indirectly interested; nor shall any such official or employee of COUNTY have any interest, direct or indirect, in this Agreement or the proceeds thereof.

Article XVIII. INTEREST OF CONTRACTOR

CONTRACTOR covenants that CONTRACTOR presently has no personal interest or financial interest, and shall not acquire same in any manner or degree in either: 1) any other contract connected with or directly affected by the services to be performed by this Agreement; or, 2) any other entities connected with or directly affected by the services to be performed by this Agreement. CONTRACTOR further covenants that in the performance of this Agreement no person having any such interest shall be employed by CONTRACTOR.

Article XIX. CONFLICT OF INTEREST

The parties to this Agreement have read and are aware of the provisions of Government Code Section 1090 et seq. and Section 87100 relating to conflict of interest of public officers and employees. CONTRACTOR attests that it has no current business or financial relationship with any COUNTY employee(s) that would constitute a conflict of interest with provision of services under this contract and will not enter into any such business or financial relationship with any such employee(s) during the term of this Agreement. COUNTY represents that it is unaware of any financial or economic interest of any public officer or employee of CONTRACTOR relating to this Agreement. It is further understood and agreed that if such a financial interest does exist at the inception of this Agreement either party may immediately terminate this Agreement by giving written notice as detailed in the Article in the Agreement titled, "Default, Termination and Cancellation".

Article XX. CALIFORNIA RESIDENCY (FORM 590)

All independent Contractors providing services to the COUNTY must file a State of California Form 590, certifying their California residency or, in the case of a corporation, certifying that they have a permanent place of business in California. The Contractor will be required to submit a Form 590 prior to execution of an Agreement or COUNTY shall withhold seven (7) percent of each payment made to the Contractor during term of the Agreement. This requirement applies to any agreement/contract exceeding \$1,500.00.

Article XXI. TAXPAYER IDENTIFICATION NUMBER (FORM W-9)

All independent Contractors or corporations providing services to the COUNTY must file a Department of the Treasury Internal Revenue Service Form W-9, certifying their Taxpayer Identification Number.

Article XXII. COUNTY BUSINESS LICENSE

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 Code Section 5.08.070.

Article XXIII. ADMINISTRATOR

The County Officer or employee with responsibility for administering this Agreement is Sharon Elliott, Assistant Director of Public Health, or successor.

Article XXIV. 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 to the obligations set forth herein.

Article XXV. PARTIAL INVALIDITY

If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will continue in full force and effect without being impaired or invalidated in any way.

Article XXVI. VENUE

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.

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

--COUNTY OF EL DORADO--

By: _____
Norma Santiago, Chair
Board of Supervisors
"COUNTY"

Dated: _____

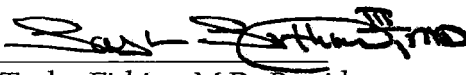
*Attest: Suzanne Allen de Sanchez
Clerk of the Board of Supervisors*

Deputy

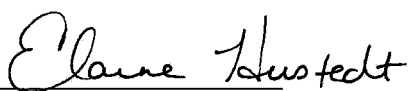
Date

-- CONTRACTOR --

CALIFORNIA FORENSIC MEDICAL GROUP

By: 
Taylor Fithian, M.D., President
"CONTRACTOR"

Dated: 6.17.10

By: 
Elaine Hustedt, Corporate Secretary

Dated: 6.17.10

EXHIBIT A – El Dorado County Adult Facilities

SCOPE OF SERVICES**1) Medical Receiving Screening**

A screening shall be completed on all Inmates at the time of intake, unless Inmates have been transferred from within the El Dorado County system and have previously received Medical Receiving Screening.

- a) Medical Receiving Screening shall be performed by licensed health 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:
 - i) Medical and mental health problems;
 - ii) Developmental disabilities; and
 - iii) Communicable diseases, including but not limited to, tuberculosis and other airborne diseases.
- b) 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 developmental disability treatment.
- c) When medically indicated, CONTRACTOR shall provide medical services on-site as necessary during receiving screening.
- d) CONTRACTOR'S licensed health personnel shall have the authority to make final decision for accepting or not accepting Inmates into custody prior to outside evaluation and treatment, based on criteria established in the Adult CFMG P&P Manual.
 - i) Once an Inmate has been cleared by outside medical evaluation, the Facility Administrator, or designee shall have final authority to decide whether Inmate shall be admitted to facility or not.

2) Orthopedic or Prosthetic Appliances:

CONTRACTOR and Facility Administrator shall have developed, and CONTRACTOR shall comply with, a written plan for complying with California Penal Code Section 2656 incorporated by reference as if fully set forth herein. CONTRACTOR shall provide medical and/or dental prostheses and corrective eyeglasses when the health of the Inmate would otherwise be adversely affected, pursuant to California Penal Code Section 2656, incorporated by reference as if fully set forth herein.

3) Special Mental Disorder Assessment

An additional mental health screening will be performed, according to written procedures, on Inmates 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.

4) Tuberculosis (TB) Testing

CONTRACTOR will perform TB screening on all Inmates who reside in the Adult Facilities within fourteen (14) days of booking following protocol established between CONTRACTOR and COUNTY. CONTRACTOR will provide PPD testing and chest x-rays as appropriate; further testing requirements established by the COUNTY Health Services Department – 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 Services Department.

5) Detoxification from Drugs and Alcohol

CONTRACTOR shall provide medical supervision to all Inmates undergoing detoxification at the Adult Facilities.

Inmates shall be monitored by medical personnel upon admittance to the “sobering cell” in accordance with Title 15 guidelines and the CFMG P&P Manual

CONTRACTOR staff shall document assessment pursuant to Section 2.02(a) in the Inmate’s medical record.

6) Sick Call

- a) Sick call will be conducted five (5) days a week, with emergency response on weekends.
- b) Sick call shall be conducted by a licensed healthcare professional including one of the following: Registered Nurse (RN); Family Nurse Practitioner (FNP), Physician Assistant (PA); or Physician (M.D.)
- c) Sick call shall be conducted in accordance with Title 15, CCR Section 1211, 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.
- d) Sick call shall be conducted in designated areas of the clinic or housing units, in as much privacy as security concerns allow.
- e) Inmates shall be scheduled to be seen at sick call as soon as possible, or as medically indicated.

7) Individualized Treatment Plans

- a) Mental Health
 - i) CONTRACTOR shall develop a written treatment plan for each Inmate receiving mental health treatment in an Adult Facility.
 - ii) CONTRACTOR shall ensure custody staff are informed of the treatment plan, when necessary, to ensure coordination and cooperation in the ongoing care of the Inmate.

- iii) This treatment plan shall include referral to treatment after release from the Facility, when recommended by treatment staff.
- b) Medical Care
- i) CONTRACTOR shall develop a written treatment plan for each Inmate treated for a major medical problem.
 - ii) CONTRACTOR shall ensure custody staff are informed of the treatment plan, when necessary, to ensure coordination and cooperation in the ongoing care of the Inmate.
 - iii) This treatment plan shall include referral to treatment after release from the Facility, when recommended by treatment staff.
 - iv) CONTRACTOR will identify adult Inmates who require ongoing treatment and care, and provide custodial staff with this information. CONTRACTOR will make every reasonable effort to provide those identified persons with a Medi-Cal and/or CMSP application packet upon release. Such packets may be obtained from the Health Services Department Public Health Division.
- 8) Medication Administration
- a) CONTRACTOR nursing staff shall be responsible for administering medications.
 - b) Medications will principally be administered on a two-times-a-day (b.i.d.) regimen.
 - c) All pharmaceuticals will be stored, inventoried, and administered in accordance with all applicable laws, guidelines relating to pharmaceutical practices, including but not limited to Title 15 CCR Section 1216, incorporated by reference as if fully set forth herein.
- 9) On-Site Medical Emergency Services
- CONTRACTOR shall ensure licensed medical personnel are available to provide consultation to nursing staff, and to come to the Facilities as required, twenty-four (24) hours a day, seven (7) days a week.
- 10) Off-Site Services
- a) CONTRACTOR shall provide required medical/surgical inpatient hospital care, off-site specialty care, off-site clinic care, emergency room care, and other health-related ancillary services for those Inmates who have been physically placed in Adult Facilities after medical clearance and booking.
 - i) All such care shall be approved in writing and referred by CONTRACTOR staff using a CONTRACTOR referral form substantially similar to that attached hereto as Exhibit C, and incorporated by reference herein.
 - b) CONTRACTOR shall not refer, or be responsible for, elective procedures that can be safely provided once an Inmate 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 make arrangements to transfer patient to other California providers. If no such healthcare provider is available within a reasonable and appropriate distance and travel time to meet the medical needs of patient, CONTRACTOR may use the nearest capable healthcare provider.
 - i) CONTRACTOR will notify the Contract Administrator, or designee, of all admissions via email or 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.
 - ii) CONTRACTOR shall notify the COUNTY's designated catastrophic insurance carrier of all admissions within forty-eight (48) hours of admission via the agreed-upon procedure (currently via faxing appropriate documentation to both the designated catastrophic insurance carrier and the Contract Administrator, or designee).
 - d) CONTRACTOR, as the designated medical authority, shall communicate with the treating physician in the community regarding the care and treatment of hospitalized inmates, 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.
 - e) CONTRACTOR shall provide third party payor information to off-site providers when such information is available.
- 11) Laboratory, Radiology, Pharmaceuticals, Medical Supplies, Equipment and Medical Record Supplies
- a) CONTRACTOR shall be responsible for the purchase and provision of required pharmaceuticals, medical supplies and medical records supplies.
 - b) CONTRACTOR is responsible for purchasing required laboratory services and mobile radiology services.
 - c) CONTRACTOR shall comply with applicable Title 15 CCR Sections, including but not limited to Section 1216 and Section 1438 pertaining to pharmaceutical management, incorporated by reference as if fully set forth herein.
- 12) On-Call Medical Emergency Services
- a) CONTRACTOR shall ensure licensed medical personnel are available to provide consultation to nursing staff, and to come to the Facilities as required, twenty-four (24) hours a day, seven (7) days a week.

13) Mental Health Services

- a) 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.
- b) Notwithstanding the foregoing provisions, regarding the services to be provided by CONTRACTOR, all court ordered referrals of persons charged solely with misdemeanor offenses for mental health services pursuant to Penal Code Section 1367 et seq. are excluded from the services to be provided by CONTRACTOR pursuant to this contract and shall remain the responsibility of the COUNTY Health Services Department Mental Health Division and its Director. Also, notwithstanding the provisions set forth in 13)a), 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.
- c) It is also understood, and mutually agreed by parties hereto that Inmates in the Adult Facilities admitted to a mental health facility for mental health services pursuant to the provisions of Penal Code Section 4011.6 by virtue of referrals made by either the Sheriff's Office or CONTRACTOR staff, will be the financial responsibility of CONTRACTOR. CONTRACTOR's financial liability, described in Article VI, Section 6.03, will apply to inpatient mental health care as well.
- d) CONTRACTOR shall be responsible for providing limited ongoing drug and alcohol counseling to Inmates.

14) Dental Services

- a) CONTRACTOR will be responsible for providing emergency dental services to Inmates. On-site Facilities pursuant to Article II, Section 2.02 (b) (ii) may be used as appropriate.
- b) Medically necessary oral surgery or dentistry that cannot be safely delayed until release from custody may be referred to outside specialists.
- c) Inmates requesting dental services will be prioritized as medically indicated, and will be scheduled to see the dentist as soon as possible.

15) Medical Records

- a) Medical/mental health records prepared by CONTRACTOR, and those medical/mental health records created by previous Adult Facilities 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.

- 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 HIPAA requirements and retained for a period of not less than two years on site at the Adult Facilities, as space allows. Thereafter, CONTRACTOR shall collaborate with COUNTY staff to prepare records for storage in the COUNTY Records Management location.
 - c) 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.
 - d) CONTRACTOR shall be responsible for the maintenance of all medical records pursuant to Article I, Section 1.01; however, said medical records shall be the property of the COUNTY.
 - e) CONTRACTOR shall maintain all records in accordance with Title 15, CCR, Section 1205 incorporated by reference as if fully set forth herein. In addition, CONTRACTOR shall adhere to all laws relating to confidentiality of medical records.
 - f) CONTRACTOR shall ensure that all pertinent medical information be prepared and available to accompany Inmates being transferred to other detention/correctional facilities.
- 16) Food Service Health Clearance
- a) Custody staff will provide a list to CONTRACTOR on a weekly basis of Inmates that are scheduled to work in the kitchen.
 - b) CONTRACTOR shall perform a health clearance for all Inmates scheduled to work in the kitchen and provide Custody staff with a list of Inmates who have been medically cleared for kitchen duty.
- 17) Special Medical Diets
- a) CONTRACTOR STAFF will evaluate the need for, and ensure any medically required special diets are prescribed for Inmates as appropriate.
 - b) CONTRACTOR will coordinate with facility food service management staff regarding the types of medically required special diets which can be offered to the Inmate population.
- 18) Medical Waste Storage/ Disposal
- a) CONTRACTOR shall store all medical waste, created in the performance of this Agreement, pursuant to the California Medical Waste Management Act (CA Health and Safety Code (H&S Code) Sections 117600 through 118360).

- b) 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.

End of Exhibit A

EXHIBIT B - El Dorado County Juvenile Facilities

SCOPE OF SERVICES

- 1) Mental Health
 - a) CONTRACTOR will not be responsible for the overall mental health program at Juvenile Facilities, except as provided for in Article II, Section 2.03(e) regarding a suicide prevention plan. County Health Services Department – Mental Health Division shall provide mental health services at the Juvenile Facilities.
 - b) CONTRACTOR shall provide the following support for mental health services at the Juvenile Facilities:
 - i) CONTRACTOR shall be responsible for ordering, but not paying for, medications according to written prescriptions provided by COUNTY Mental Health Division staff.
 - ii) CONTRACTOR shall collaborate with COUNTY Mental Health staff to ensure access to emergency pharmacy services, or on the weekends, for psychotropic drug requirements in the Juvenile Facilities.
 - (1) Medications prescribed by the COUNTY Mental Health staff shall be invoiced directly from the pharmacy to the Health Services Department – Mental Health Division. Any invoices received by CONTRACTOR for said prescriptions shall be returned to Pharmacy with a request to invoice COUNTY Mental Health directly.
 - iii) CONTRACTOR shall provide (1) management of psychotropic drug prescriptions; (2) maintenance of Medication Administration Records (MARS) documentation; and (3) inventory control to ensure a sufficient supply is maintained on hand during incarceration, and a two-week supply to be provided to Ward upon release, pursuant to 2)b)i).
 - iv) Administration of psychotropic drugs as prescribed by COUNTY Mental Health physician during the regularly scheduled hours of CONTRACTOR coverage.
 - (1) 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, incorporated by reference as if fully set forth herein.
 - (a) CONTRACTOR shall provide training to Juvenile Facilities non-licensed personnel pursuant to 1)b)iv)(1) above regarding safe administration techniques and common side effects of medications.
 - v) CONTRACTOR shall develop written policies and procedures for controlled administration of medication, pursuant to Title 15, CCR Section 1438, incorporated by reference as if fully set forth herein.
 - vi) CONTRACTOR shall work collaboratively with COUNTY Mental Health staff to ensure appropriate documentation of psychotropic drug administration to Wards, consistent with Title 15, CCR Section 1430.

2) Medical Receiving Screening

A screening shall be completed on all Wards at the time of intake, with the exception of Wards transferred directly within the El Dorado County system who have already received a Medical Receiving Screening.

- a) Facility Administrator or designee (i.e., COUNTY Juvenile Facility Probation staff) will complete the "Intake Health Screening" form, attached hereto as Exhibit B – Attachment I, and incorporated by reference herein.
 - i) During hours that CONTRACTOR staffing is regularly scheduled, the "Intake Health Screening" form may be reviewed with CONTRACTOR to determine whether Ward is medically appropriate for admittance to the Juvenile Facility;
 - ii) 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 Ward is medically appropriate for admittance to the Juvenile Facility.

- b) CONTRACTOR staff or on-call staff shall respond to requests for consultation on screenings as required.
 - (1) 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.

3) Orthopedic or Prosthetic Appliances:

CONTRACTOR and Facility Administrator shall have developed, and CONTRACTOR shall comply with, a written plan for complying with California Penal Code Section 2656 incorporated by reference as if fully set forth herein. CONTRACTOR shall provide medical and/or dental prostheses and corrective eyeglasses when the health of the Ward would otherwise be adversely affected, pursuant to California Penal Code Section 2656, incorporated by reference as if fully set forth herein.

4) Detoxification from Drugs and Alcohol

- a) During regularly scheduled hours and after medical clearance, CONTRACTOR staff shall provide medical supervision for juveniles undergoing detoxification from mind-altering drugs, including alcohol, while at the Juvenile Facilities, pursuant to Title 15 CCR Section 1431, incorporated by reference as if fully set forth herein. No standing orders will be used.

- b) COUNTY shall ensure that during periods when no CONTRACTOR staff is present, Wards presenting "withdrawal" symptoms prior to intake will be transported to an appropriate acute care facility.

5) Medication Administration

- a) CONTRACTOR nursing staff shall be responsible for administering medications during the regularly scheduled hours of work.

- b) 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, incorporated by reference as if fully set forth herein.
 - i) CONTRACTOR shall provide training to Juvenile Facilities non-licensed personnel pursuant to 1)b)iv)(1) above regarding safe administration techniques and common side effects of medications.
 - c) Medications will principally be administered on a two-times-a-day (b.i.d.) regimen.
 - d) All pharmaceuticals will be stored, inventoried, and administered in accordance with all applicable laws, guidelines relating to pharmaceutical practices, including but not limited to Title 15 CCR Section 1216, incorporated by reference as if fully set forth herein.
- 6) On-Site Medical Care
- a) CONTRACTOR shall perform a medical examination on Wards who are admitted to the Juvenile Facilities in accordance with Title 15, CCR Section 1432 guidelines, incorporated by reference as if fully set forth herein.
 - b) Individualized Treatment Plans
 - i) CONTRACTOR shall develop a written treatment plan for each Ward treated for a chronic medical problem requiring daily medication.
 - ii) CONTRACTOR shall ensure custody staff are informed of the treatment plan, when necessary, to ensure coordination and cooperation in the ongoing care of the Ward.
 - iii) This treatment plan shall include referral to treatment after release from the Facility, when recommended by treatment staff.
 - c) CONTRACTOR shall perform TB screening on all Wards in Juvenile Facilities 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 Services Department will be the financial responsibility of COUNTY Health Services Department. 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 Services Department.
 - d) CONTRACTOR shall make available pap smears and testing for sexually transmitted diseases for sexually active minors within ninety-six (96) hours of intake.
 - e) CONTRACTOR shall verify each Ward has up-to-date vaccinations utilizing the COUNTY-approved database and shall provide vaccinations as necessary to ensure each Ward is current on vaccinations, appropriate to age. COUNTY shall ensure CONTRACTOR has sufficient access to the aforementioned database to meet this requirement.

- 7) Sick Call
 - a) Sick Call shall be conducted five (5) days a week (Monday through Friday) by a Registered Nurse.
 - b) Emergency response shall be available on weekends (Saturday and Sunday).
 - c) Sick call shall be conducted under standardized procedures pursuant to Title 15,CCR Section 1433, incorporated by reference as if fully set forth herein.
 - d) CONTRACTOR shall ensure consultation by a physician is provided on-site once a week at the Juvenile Facilities.

- 8) Off-Site Services
 - a) CONTRACTOR shall provide required medical/surgical inpatient hospital care, off-site specialty care, off-site clinic care, emergency room care, and other health-related ancillary services for those Wards who have been physically placed in Juvenile Facilities after medical clearance and admittance. All such care shall be approved in writing and referred by CONTRACTOR staff using a CONTRACTOR referral form substantially similar to that attached hereto as Exhibit C and incorporated by reference herein.
 - b) CONTRACTOR shall not refer, or be responsible for, elective procedures that can be safely provided once a Ward 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 make arrangements to transfer patient to other California providers. If no such healthcare provider is available within a reasonable and appropriate distance and travel time to meet the medical needs of patient, CONTRACTOR may use the nearest capable healthcare provider.
 - i) CONTRACTOR will notify the Contract Administrator, or designee, of all admissions via email or 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.
 - ii) CONTRACTOR shall notify the Contract Administrator of all admissions within forty-eight (48) hours of admission via the agreed-upon procedure (currently via faxing appropriate documentation to Contract Administrator, or designee).
 - d) CONTRACTOR, as the designated medical authority, shall communicate with the treating physician in the community regarding the care and treatment of hospitalized inmates, 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.

- e) CONTRACTOR shall provide third party payor information to off-site providers when such information is available.
- 9) Laboratory, Radiology, Pharmaceuticals, Medical Supplies, Equipment and Medical Record Supplies
- a) CONTRACTOR shall be responsible for the purchase and provision of required pharmaceuticals, medical supplies and medical records supplies.
 - b) CONTRACTOR is responsible for purchasing required laboratory services and radiology services.
 - c) CONTRACTOR shall comply with applicable regulations pertaining to pharmaceutical management, including but not limited to Title 15 CCR Section 1438.
- 10) On-Site Medical Emergency Services
CONTRACTOR shall ensure licensed medical personnel are available to provide consultation to nursing staff or Deputy Probation Officers, and to come to the Facilities as required, twenty-four (24) hours a day, seven (7) days a week.
- 11) Dental Services
CONTRACTOR will be responsible for providing Wards dental services on an urgent need basis, utilizing local services outside the Facilities.
- 12) Food Service Health Clearance
- a) Custody staff will provide a list to CONTRACTOR on a weekly basis of Wards that are scheduled to work in the kitchen.
 - b) CONTRACTOR shall perform a health clearance for all Wards scheduled to work in the kitchen and provide Custody staff with a list of Wards who have been medically cleared for kitchen duty.
- 13) Medical Records
- a) Medical/mental health records prepared by CONTRACTOR, and those medical/mental health records created by previous Juvenile Facilities 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. These records shall be maintained in this case 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 Ward reaches the age of majority (eighteen years of age). COUNTY shall have access to all medical records; COUNTY shall be responsible for any destruction of any and all medical records.
 - 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 HIPAA requirements and retained for a period of not less than two years on site at the Juvenile Facilities, as space allows. Thereafter, CONTRACTOR shall collaborate with COUNTY staff to prepare records for storage in the COUNTY Records Management location.

- c) 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 Ward.
 - d) CONTRACTOR shall be responsible for the maintenance of all medical records pursuant to Article I, Section 1.01; however, said medical records shall be the property of the COUNTY.
 - e) CONTRACTOR shall maintain all records in accordance with Title 15, CCR, Section 1205 incorporated by reference as if fully set forth herein. In addition, CONTRACTOR shall adhere to all laws relating to confidentiality of medical records.
 - f) CONTRACTOR shall ensure that all pertinent medical information be prepared and available to accompany Inmates being transferred to other detention/correctional facilities.
- 14) Special Medical Diets
- a) CONTRACTOR STAFF will evaluate the need for, and ensure any medically required special diets are prescribed for Inmates as appropriate.
 - b) CONTRACTOR will coordinate with facility food service management staff regarding the types of medically required special diets which can be offered to the Ward population.
- 15) Medical Waste Storage/ Disposal
- a) CONTRACTOR shall store all medical waste, created in the performance of this Agreement, pursuant to the California Medical Waste Management Act (CA Health and Safety Code (H&S Code) Sections 117600 through 118360).
 - b) 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.

- End of Exhibit B -

Exhibit C - California Forensic Medical Group
Staffing for El Dorado County

Position	Adult Facilities							Hrs	FTE	Facility
	Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday			
Program Manager		8a - 4p	8a - 4p	8a - 4p	8a - 4p	8a - 4p		40	1.0	All
Charge R.N.		8a - 4p	8a - 4p	8a - 4p	8a - 4p	8a - 4p		32	0.8	Placerville
Clerk		8a - 12p	8a - 12p	8a - 12p	8a - 12p	8a - 12p		20	0.5	Placerville
L.V.N.	7a - 7p	7a - 7p	7a - 7p	7a - 7p	7a - 7p	7a - 7p	7a - 7p	84	2.1	Placerville
L.V.N.	7p - 7a	7p - 7a	7p - 7a	7p - 7a	7p - 7a	7p - 7a	7p - 7a	84	2.1	Placerville
Supervising R.N.		7a - 3p	7a - 3p	7a - 3p	7a - 3p	7a - 3p		40	1.0	SLT
L.V.N.	7a - 3p						7a-3p	16	0.4	SLT
Bilingual Med. Assistant		8a - 12a	8a - 12a	8a - 12a	8a - 12a	8a - 12a		20	0.5	SLT
L.V.N.	3p - 11p	3p - 11p	3p - 11p	3p - 11p	3p - 11p	3p - 11p	3p - 11p	56	1.4	SLT
L.V.N.	11p - 7a	11p - 7a	11p - 7a	11p - 7a	11p - 7a	11p - 7a	11p - 7a	56	1.4	SLT
Other										
Nursing Relief / Overtime / Training								100.4	2.5	All
Medical Director / Physician	Eight (8) hours a day, two visits per week - Adult Facilities; one visit per week - Juvenile Facilities									
Psychologist	Eight (8) hours a week - times to be determined									
Psychiatrist	Four (4) hours per week - times to be determined									
Medical / Mental Health on-call	Twenty-four (24) hours a day, seven (7) days a week									
Dentist	Eight (8) hours every other week									
Dental Assistant	Eight (8) hours every other week									
Juvenile Facilities										
R.N.		7a - 12p	7a - 12p	7a - 12p	7a - 12p	7a - 12p	7a - 12p	25	0.625	Plac JH
R.N.							*			Plac JH
R.N.		7a - 12p	7a - 12p	7a - 12p	7a - 12p	7a - 12p	7a - 12p	25	0.625	SLT JTC
R.N.	*									SLT JTC
* One day per weekend per juvenile facility each weekend.										

Exhibit D - Inventory

Location	Item	Quantity	Owner
Placerville - Jail	Metal 3-drawer lateral file cabinet	1	CFMG
Placerville - Jail	Metal 2-drawer lateral file cabinet	2	CFMG
Placerville - Jail	Metal 4-drawer file cabinet	3	CFMG
Placerville - Jail	Metal shelving (7-shelves) with doors	4	CFMG
Placerville - Jail	Metal shelving (6-shelves) with doors	1	CFMG
Placerville - Jail	Wood bookcase (5-shelves)	1	CFMG
Placerville - Jail	L-shaped desk with shelves	1	CFMG
Placerville - Jail	Cannon copier D320	1	CFMG
Placerville - Jail	HP Printer 6940	1	CFMG
Placerville - Jail	Computer	1	CFMG
Placerville - Jail	Plastic cart with wheels	1	CFMG
Placerville - Jail	Examination table	1	CFMG
Placerville - Jail	Mayo stand	1	CFMG
Placerville - Jail	Refrigerator(s)	4	CFMG
Placerville - Jail	Glucometer	2	CFMG
Placerville - Jail	Metal shelf cabinet with doors	2	CFMG
Placerville - Jail	Pulmo-Aide	1	CFMG
Placerville - Jail	Centrifuge	1	CFMG
Placerville - Jail	Autoclave	1	CFMG
Placerville - Jail	Scale	1	CFMG
Placerville - Jail	Microwave	1	CFMG
Placerville - Jail	Coffee maker	1	CFMG
Placerville - Jail	Electric 3-hole punch	1	CFMG
Placerville - Jail	Shredder	1	CFMG
Placerville - Jail	HP All in one M1522nf	1	CFMG
Placerville - Jail	HP all in one J4580	1	CFMG
Placerville - Jail	Metal paper work organizer (36-shelves)	1	CFMG
Placerville - Jail	Med cart	1	CFMG
Placerville - Jail	Rolling stepstool	1	CFMG
Placerville - Jail	Automatic thermometer	2	CFMG
Placerville - Jail	Pulse oximeter	2	CFMG
Placerville - Jail	Automatic blood pressure cuff	2	CFMG
Placerville - Jail	Otoscope	1	CFMG
Placerville - Jail	Ophthalmoscope	1	CFMG
Placerville - Jail	Glucometer	2	CFMG
Placerville - Jail	Doppler	1	CFMG
Placerville - Jail	Electrocardiogram machine	1	CFMG
Placerville - Jail	Exam lamp	1	CFMG
Placerville - Jail	Emergency cart with drawer	1	CFMG
Placerville - Jail	Metal magazine rack	2	CFMG
Placerville - Jail	Round table	1	CFMG
Placerville - Jail	Chairs	3	CFMG
Placerville - Jail	Rolling desk	1	CFMG
Placerville - Jail	Chairs	4	EDC
Placerville - Jail	Wheelchair	2	CFMG
Placerville - Jail	TV and stand	1	CFMG
Placerville - Jail	Telepsych equipment	1	CFMG
Placerville - Jail	Walker	2	CFMG
Placerville - Jail	Computer Dell desk top	1	EDC
South Lake Tahoe - Jail	Desk top Computer	1	CFMG

Exhibit D - Inventory

Location	Item	Quantity	Owner
South Lake Tahoe - Jail	Shredder	1	CFMG
South Lake Tahoe - Jail	Small Refrigerator	2	CFMG
South Lake Tahoe - Jail	4 drawer File cabinet	5	CFMG
South Lake Tahoe - Jail	Wood bookcase (8-shelves)	1	Cfmg
South Lake Tahoe - Jail	Chairs	3	CFMG
South Lake Tahoe - Jail	hole punch	1	CFMG
South Lake Tahoe - Jail	doppler	1	CFMG
South Lake Tahoe - Jail	Exam table	1	CFMG
South Lake Tahoe - Jail	EKG Machine	1	CFMG
South Lake Tahoe - Jail	Med Cart	1	CFMG
South Lake Tahoe - Jail	Folding step stool	1	CFMG
South Lake Tahoe - Jail	automatic blood pressure cuff	1	CFMG
South Lake Tahoe - Jail	Pulse oximeter	2	CFMG
South Lake Tahoe - Jail	Computer desk	1	CFMG
South Lake Tahoe - Jail	emergency cart	1	CFMG
South Lake Tahoe - Jail	scale	1	CFMG
South Lake Tahoe - Jail	Tv	1	CFMG
South Lake Tahoe - Jail	TV Stand	1	CFMG
South Lake Tahoe - Jail	telepsych equipment	1	CFMG
South Lake Tahoe - Jail	nubulizer	1	CFMG
South Lake Tahoe - Jail	wheel chair	2	CFMG
South Lake Tahoe - Jail	walker	1	CFMG
South Lake Tahoe - Jail	crutches	1	CFMG
South Lake Tahoe - Jail	File Cabinet 3 shelf	1	CFMG
Placerville - Juvenile Hall	Pulmo-Aide	1	CFMG
Placerville - Juvenile Hall	Electric thermometer	1	CFMG
Placerville - Juvenile Hall	Med Cart	1	CFMG
Placerville - Juvenile Hall	Computer	1	EDC
Placerville - Juvenile Hall	Chairs	1	EDC
Placerville - Juvenile Hall	Telephone	1	EDC
Placerville - Juvenile Hall	Cubicle	1	EDC
Placerville - Juvenile Hall	Glucometer	1	CFMG
Placerville - Juvenile Hall	Examination table	1	EDC
Placerville - Juvenile Hall	Filing cabinet 2 drawer	1	EDC
Placerville - Juvenile Hall	Filing cabinet 5 drawer	1	EDC
Placerville - Juvenile Hall	Refrigerator(s)	1	CFMG
Placerville - Juvenile Hall	Ophthalmoscope/otoscope	1	CFMG
Placerville - Juvenile Hall	Nebulizer	1	CFMG
Placerville - Juvenile Hall	pulse ox	1	CFMG
Placerville - Juvenile Hall	centrifuge	1	CFMG
Placerville - Juvenile Hall	Scale	1	EDC
South Lake Tahoe Juvenile Detention Center	Centrifuge	1	CFMG
South Lake Tahoe Juvenile Detention Center	Electronic blood pressure cuff	1	CFMG
South Lake Tahoe Juvenile Detention Center	Refrigerator(s)	1	CFMG
South Lake Tahoe Juvenile Detention Center	Glucometer	2	CFMG
South Lake Tahoe Juvenile Detention Center	Fax/copier/printer	1	CFMG
South Lake Tahoe Juvenile Detention Center	Med tray	1	CFMG
South Lake Tahoe Juvenile Detention Center	Nebulizer	1	CFMG
South Lake Tahoe Juvenile Detention Center	Ophthalmoscope	1	CFMG

Exhibit D - Inventory

Location	Item	Quantity	Owner
South Lake Tahoe Juvenile Detention Center	Otoscope	1	CFMG
South Lake Tahoe Juvenile Detention Center	Pulmse oximeter	1	CFMG
South Lake Tahoe Juvenile Detention Center	Shredder	1	CFMG
South Lake Tahoe Juvenile Detention Center	Step stool	1	CFMG
South Lake Tahoe Juvenile Detention Center	Electronic thermometer	1	CFMG
South Lake Tahoe Juvenile Detention Center	File cabinet	2	EDC
South Lake Tahoe Juvenile Detention Center	Chairs	3	EDC
South Lake Tahoe Juvenile Detention Center	Desk	1	EDC
South Lake Tahoe Juvenile Detention Center	Examination table	1	EDC
South Lake Tahoe Juvenile Detention Center	Computer	1	EDC
South Lake Tahoe Juvenile Detention Center	Med cart	1	EDC
South Lake Tahoe Juvenile Detention Center	Floor scale	1	EDC
South Lake Tahoe Juvenile Detention Center	Mayo stand	1	EDC
South Lake Tahoe Juvenile Detention Center	Telephone	1	EDC
South Lake Tahoe Juvenile Detention Center	Refrigerator(s)	1	EDC
South Lake Tahoe Juvenile Detention Center	Stool	1	EDC

EXHIBIT D

1 WILLIAM C. WEASHAM, II, #072078
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4 VALENTINA REINER, #99537
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LODGED
 DEC 1993
 JERRY L. WAGNER, CLERK U.S. DISTRICT COURT
 EASTERN DISTRICT OF CALIFORNIA
 BY DEPUTY CLERK

Attorneys for Defendants
 COUNTY OF EL DORADO and
 RICHARD P. PACILEO

DEC 15 1993
 CLERK, U.S. DISTRICT COURT
 EASTERN DISTRICT OF CALIFORNIA
 BY DEPUTY CLERK

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

LINDA YORK, et al.,
 Plaintiffs,

NO. CIVS-90-0833 WBS-JFM

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

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v.
 COUNTY OF EL DORADO, et al.,
 Defendants.

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

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.

26

27

28

1 Restraint Chair -- Placerville and South Lake Tahoe
2 Jails: Defendants may utilize the restraint chair in the manner and
3 according to the terms of their policies and procedures applicable
4 to use of the restraint chair, except that a medical opinion on
5 placement and retention in the chair shall be obtained in any
6 instance in which the chair is used for more than fifteen minutes,
7 and as soon as reasonably possible, but not later than three hours
8 of the placement if the person is not released from the chair at
9 that time, and in no event shall a prisoner be in the restraint
10 chair for more than eight hours in a single day.

11
12 Law Library -- Placerville Jail Only: The library in the
13 Placerville Jail only, shall consist of the items enumerated in
14 Exhibit A hereto, which is incorporated herein by this reference,
15 and said library will be supplemented to include the following
16 items, to the extent that they or their substantial equivalent are
17 not already available within the Placerville Jail's law library:
18 Witkin on Criminal Law, Witkin on Criminal Procedure, Witkin on
19 Evidence, California Reporters from the year 1969, forward; Federal
20 Reporters, 2d, from volume 500, forward; Supreme Court Reports from
21 the latest volume already available in the Jail through the
22 present; United States Codes from the latest volume already
23 available in the Jail through the present, on subjects of criminal
24 law, constitutional law, civil rights (Title 42), and evidence;
25 California Codes in the subjects already contained in the
26 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

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, 1999, following

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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

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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

19 By:

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

22 ORDER

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

25 IT IS SO ORDERED.

27 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

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

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

Felicia M. Borges
FELICIA M. BORGES

PROOF OF SERVICE