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AGREEMENT FOR SERVICES

#588-PHD0407

with

CALIFORNIA FORENSIC MEDICAL GROUP, INC.

regarding

MEDICAL SERVICES FOR DETENTION FACILITIES

THIS AGREEMENT made and entered 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");

WITNESSETH

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 and 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 such services provided by Contractor are in the public's best interest, and 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

Scope of Services:

1. County Facilities to be Served

The County operates the Placerville Jail, located at 300 Forni Road, Placerville, CA 95667; the South Lake Tahoe Jail, located at 1051 Al Tahoe Blvd., South Lake Tahoe, CA 96150; the Placerville Juvenile Hall located at 299 Fair Lane, Placerville, CA 95667; and the South Lake Tahoe Juvenile Treatment Center, located at 1041 Al Tahoe Boulevard, South Lake Tahoe, CA 96150.

For purposes of this Agreement, the Placerville and South Lake Tahoe jails will be referred to as "Adult Facilities;" the Juvenile Hall and Juvenile Treatment Center will be referred to as "Juvenile Facilities." Collectively, all four (4) locations will be referred to as "Facilities." Additionally, the term "Inmate" shall refer to all detainees, inmates, etc. housed for any period of time at Adult Facilities. The term "Ward" shall include all minors, wards, etc. housed for any period of time at Juvenile Facilities.

2. Services to be Provided by Contractor

- A. Under this Agreement, the responsibility of Contractor for the medical care of an inmate or ward commences with physical placement of said inmate or ward into any one of the Facilities after booking (Adult Facility), admittance (Juvenile Facility), and medical clearance (notwithstanding services described in Receiving Screening in Exhibit A). Contractor maintains that responsibility until said inmate or ward is officially released from County custody at the completion of sentence, pardon, parole, or other manner of official release.
- B. Inmates or wards on "temporary release" are not the responsibility of Contractor except those who are on temporary release to an employee of a law enforcement agency within the jurisdiction of El Dorado County or who are on temporary release to receive inpatient medical care as authorized by Contractor within the terms of this Agreement. Inmates or wards in the custody of other law enforcement agency or penal jurisdictions located outside the County of El Dorado are not the responsibility of Contractor. Inmates or wards who have escaped from a facility are not the responsibility of Contractor.
- C. Contractor will provide physical health, mental health, and dental care services for all adult inmates as are more specifically described in Exhibit A, which is attached to this Agreement and hereby incorporated as part of this Agreement. Contractor will provide physical health and dental care services for all wards as are more specifically described in Exhibit A, which is attached to this Agreement and hereby incorporated as part of this Agreement. It is understood that procedures for accomplishing contracted services as described in Exhibit A will be updated by mutual agreement of Contractor and County for adult and juvenile services.

- D. Contractor agrees to comply with all applicable laws, including the provisions of the California Code of Regulations, Title 15, Articles 8 & 10, relating to medical services in correctional institutions and 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 as Exhibit D, as may currently be required by law.
- E. Medically-Related Services – Adult Facilities: Contractor will provide medically related services 24 hours per day, seven days per week in the Adult Facilities, consisting of a minimum level of staffing of one person, at minimum level of licensure of licensed vocational nurse (“LVN”).

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

A medical doctor will be available in each Adult Facility to review charts and see patients for a minimum of eight hours per week.

F. Mental Health Services

Adult Facilities: See Exhibit B, *El Dorado County Staffing Pattern*.

Juvenile Facilities: Contractor will coordinate with the El Dorado County Mental Health Department (“MHD”) for the provision of psychotropic drugs but shall not provide mental health services in the Juvenile Facilities.

- G. Dental Care – Facilities: Contractor will provide necessary dental care in a timely fashion in accordance with the scope of services set forth herein.

- H. Contractor agrees to develop/maintain, in conjunction with El Dorado County Sheriff’s Department (“Sheriff”), El Dorado County Probation Department (“Probation”), MHD, and the El Dorado County Public Health Department (“PHD”), policy and procedure manuals pertinent to the duties of all Contractor, Sheriff and Probation personnel with respect to health care in the Facilities.

3. Contract Documents

The documents to be included in the contract are the following:

- A. This Agreement including Exhibit A, "Services to be Provided"
- B. Exhibit B, Staffing Pattern(s)
- C. Exhibit C, County Inventory
- D. Exhibit D, “Linda York vs. County of El Dorado”

These contract documents comprise the entire Agreement between County and Contractor.

4. Staffing

Contractor agrees to maintain the staffing pattern as specifically described in Exhibit B which is attached to this Agreement and hereby incorporated as part of the Agreement. Contractor assures the said staffing pattern will be maintained at all times.

5. Fiscal and Statistical Records and Reporting

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.

6. Medical Records

Existing medical/mental health and medical records prepared by Contractor shall be the property of County and maintained by Contractor for the life of this Agreement and, if necessary, returned to County. These records shall be maintained in this case by County for a period of not less than ten (10) years. County shall have access to all medical records. County shall be responsible for any destruction of any and all medical records.

7. Personnel

- 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 Program Manager.
- C. Contractor shall have an on-site Medical Director who will be responsible to assure the quality of health care provided, and who will also supervise the practice of mid-level practitioners should such personnel be utilized.
- D. The Contractor's 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 Commander of the Adult Facilities will be the designated day-to-day contact person for adult services. The Superintendent of the Juvenile Facilities will be the designated day to day contact person for juvenile services. The Director of PHD, or designee, shall be the primary liaison to Contractor on behalf of County.
- E. Contractor will be responsible for time and attendance accountability and provide appropriate records to the County upon demand.
- F. 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.

G. Pursuant to current State regulations regarding the use of automated external defibrillators (California Code of Regulations, Title 22, Division 9, Chapter 1.5), Contractor shall request permission from Sheriff to include in the Sheriff's approved Public Safety AED Program all clinical personnel assigned to the Adult Facilities. Upon approval by the program provider, affected contract personnel shall be required to meet all program requirements for training and skills proficiency.

8. Discrimination

No contractor who is the recipient of County funds, or who proposes to perform any work or furnish any goods under this Agreement, shall 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 nor otherwise commit an unfair employment practice. Contractor further agrees that this article will be incorporated by Contractor in all contracts entered into with suppliers of materials or services, contractors and subcontractors, and all labor organizations furnishing skilled, unskilled, and craft union skilled labor, or who may perform any such labor or services in connection with this Agreement.

9. Standard of Care

Contractor agrees to perform its work and functions at all times in accordance with currently approved medical methods and practices consistent with the standards of the medical profession in the community. The sole interest of County is to ensure that said medical service shall be performed and rendered in a professional, competent, efficient, and satisfactory manner.

10. Civil Rights

Contractor shall provide the program services provided for herein without any discriminatory practice based on gender, sexual orientation, age, ethnicity, religion, handicap, marital status, national origin, or ancestry.

11. Use of Space and Equipment

County will make available to Contractor all space and use of County-owned equipment as per inventory in Exhibit C. A separate room will be provided for dental services at the Adult Facility in Placerville. Contractor shall be responsible for providing all new medical equipment which shall remain the property of Contractor. Contractor will supply required forms, and provide for contaminated waste pick-up.

12. Security

County will provide for the safety and security of Contractor personnel in the same manner as provided for County's employees working in the facilities.

13. Transportation

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. Such services are deemed to be “pre-admission” services and, as such, are in addition to, the Contractor’s financial liability limit described herein under Article III, Section B.

14. Hospitalization

- a) Contractor shall arrange for all required hospitalization of inmates and wards who, after medical clearance and booking, have been physically placed in any Facility.
- b) All off-site referrals require authorization by Contractor personnel and a signed referral form with the exception of life-threatening emergencies.
- c) Contractor will use Marshall Medical Center or Barton Healthcare Systems for patients needing hospitalization and emergency services to the extent that they provide 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 to other California based providers. If no such healthcare provider is available within a reasonable and appropriate distance and travel time, Contractor may use nearest capable healthcare provider. Contractor will notify PHD of all admissions via Email or by telephone within 24 hours of an event. In those cases where admission is out of state, Contractor will provide PHD reason for use of that out of state provider.
- d) Contractor, as the designated medical authority, shall handle case management for all offsite referrals and medical coordination. Contractor shall be the primary point of contact regarding such decisions and will ensure the Adult Facilities’ Commander or designee and Juvenile Facilities’ Superintendent or designee are kept informed in a reasonable and timely manner.

15. Approval of Subcontracts

County maintains right to approve all subcontracts for medical services and supplies. Contractor agrees to give preference to local vendor(s) in subcontracted areas, to the extent feasible.

16. Approval of Employee Hiring

County maintains right to approve all Contractor employee hiring which said employees shall be subject to Sheriff and/or Probation background checks. Sheriff and/or Probation reserve the right to perform background or security checks of Contractor's employees as a condition of granting access to the Facilities. The Sheriff and/or the Chief Probation Officer has the sole discretion to determine 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 a single 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 leaves Contractor employment.

17. Vaccinations

Contractor will provide nursing time to do Hepatitis B vaccine inoculations and TB testing for Sheriff and Probation staff at the Facilities. 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.

To avoid missed opportunities for appropriate childhood vaccination, Contractor shall assess the immunization history of each ward at time of intake, and will administer age appropriate vaccines pursuant to the State approved schedule. Contractor will document and/or update vaccination history for each ward in the County-approved database. Contractor will obtain and manage vaccine as a provider participant in the California Vaccines for Children Program (“VFC”).

18. Notification of Serious Health Conditions

Contractor will notify designated Sheriff Staff or Juvenile Facility personnel concerning significant health conditions of inmates or wards. Contractor shall notify assigned liaison of such conditions by Email within 12 hours. Additionally, Contractor will make reports to the County Public Health Officer regarding all reportable conditions as specified in statute.

19. Reproductive Health Services

Contractor may refer inmates and wards to PHD for reproductive health evaluation and intervention. PHD Clinic will invoice Contractor accordingly. Contractor and PHD Clinic will establish and follow appropriate procedures for services in advance. Contractor may also utilize third-party provider for such services.

20. Communicable Disease Outbreak in Facilities

When the County Health Officer assesses the risk of a communicable disease outbreak to be such that preventative inoculations are required for Adult Facility staff, inmates, Juvenile Facility staff, and wards, Contractor will cooperate and provide all staff necessary to complete the inoculations on-site. County will provide for the vaccines through the budgets for the Facilities.

21. Administrative Meetings

Quarterly administrative meetings will be held involving Contractor management staff, Public Health Director or designee, County’s Public Health Officer or designee, Sheriff or designee, and the Chief of Probation or designee. All four (4) meetings will be scheduled in advance no later than July 30th of each year during this Agreement. Contractor shall be responsible for the scheduling and facilitation of these meetings.

22. Adherence to California Law

Contractor agrees to follow all laws of the State of California.

ARTICLE II

Term: This Agreement shall be effective July 1, 2007 and shall expire June 30, 2010 unless earlier terminated pursuant to the provisions under Article IX herein.

ARTICLE III

Compensation for Services:

A. Base Payment Rates

1. Juvenile Facility Base Rate

Effective July 1, 2007, the base payment for Juvenile Facility services shall be \$29,876.32 per month based on the planned population of 30 wards in the Placerville Juvenile Facility and 40 wards in the South Lake Tahoe Juvenile Facility (\$358,515.84 annually). This includes \$252.00 per month (\$3,024.00 annually) for psychotropic drug administration services at the Juvenile Facilities.

Should services at any time be less than described herein, Contractor agrees to make an adjustment in the appropriate accounting period.

2. Juvenile Facility Staffing – Weekday Services

Staffing at the Juvenile Facilities shall be according to Exhibit B, *El Dorado County Staffing Pattern*, attached.

3. Juvenile Facility Staffing – Weekend Services

Effective July 1, 2007, payment for weekend nursing services shall be at the rate of \$289 per nursing visit (a minimum of 4 hours) and is estimated not to exceed an average of one visit to a Juvenile Facility per weekend day. Total annual compensation exclusive of any per diem payment for weekend services shall not exceed \$30,056.00 per year (\$298.00 per visit x 2 visits per weekend x 52 weekends per year). Should County determine that any weekend nursing visits are not required, County has the option of canceling the scheduled weekend services upon 30 days advance notice to Contractor.

4. Juvenile Facility Services –Annual Total

Total annual compensation for services at the Juvenile Facilities, excluding any per diem payment, but including psychotropic drug administration for services at Juvenile Facilities shall not exceed \$388,571.84 in FY 07/08.

Annual Base Rate for Juvenile Hall effective 7/1/07 @5% increase over FY 06- 07	Additional Svcs for Psychotropic Drug Administration	Total Annual Base Rate effective 7/1/07	Weekend Services	Total Not to Exceed
\$355,491.84	+ \$3,024.00	+ \$358,815.84	+ \$30,056.00	= \$388,571.84

5. Adult Facility Base Rate

Effective July 1, 2007, the base payment for Adult Facility services shall be \$169,600.06 per month (\$2,035,200.72 in FY 07/08).

6. Adult Facility Staffing

Staffing at Adult Facilities shall be according to Exhibit B, *El Dorado County Staffing Pattern*, attached.

7. Adult Facility Services – Annual Total

Total annual compensation for adult facility services, excluding any per diem payment, but including the current half-time bilingual medical assistant at the South Lake Tahoe Adult Facility, new Charge Nurse (RN) in the Placerville Facility, and new clerical support stationed in Placerville but supporting both Adult Facilities, shall not exceed \$2,035,200.72 in FY 07/08.

FY 06-07 Annual Base Rate for Jail plus 5% increase	FY 07-08 New 0.8 FTE Charge Nurse	FY 07-08 New Clerical Support 0.5 FTE	Total Not to Exceed
\$1,908,612.72	+ \$97,548.00	+ \$29,040.00	= \$2,035,200.72

B. Hospitalization Limit

Contractor shall pay for all required hospitalization of inmates and wards who, after medical clearance and booking, have been physically placed in any Facility.

Contractor’s financial liability for medical or psychiatric inpatient episodes is limited to \$15,000.00 per person per episode. Such episodes are defined as “post admissions.” Contractor shall provide County with access to its Preferred Provider Organization (PPO) discount for all services charged against that limit amount. County will reimburse Contractor for any processing fees related to the use of that PPO discount.

For inmates or wards being held by County on behalf of another governmental agency, Contractor's financial liability of \$15,000.00 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 \$15,000.00 per inmate or ward, per episode, will apply.

Contractor agrees to identify all inmates and wards referred to Marshall Medical Center, Barton Hospital, or any other local acute healthcare provider who have other third party payment capabilities at the time of transfer. Contractor and County agree to exhaust all recovery possibilities prior to such services being a responsibility of Contractor. Contractor will be responsible for payment of all monies not covered by any other source of recovery up to the limit of its financial liability.

C. Per Diem

A quarterly per diem charge of \$2.89 will be paid for a combined quarterly average inmate and ward population for 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.

Example of Quarterly per Diem Calculation:

<u>Month</u>	<u>Average Daily Population (ADP) on a Monthly Basis</u>	<u>ADP by Quarter</u>	<u>Agreed Upon ADP Baseline</u>	<u>Variance from Baseline</u>	<u>Per Diem Rate</u>	<u># of days in Quarter</u>	<u>Per Diem Charge</u>
Jul	469						
Aug	468						
Sep	472						
	<u>Quarter 1</u>	<u>470</u>	426	44	\$2.89	92	\$11,698.72
Oct	399						
Nov	437						
Dec	421						
	<u>Quarter 2</u>	<u>419</u>	426	(7)	N/A below the baseline		\$0.00

D. Annual Rate Adjustments

The base payment rates, Juvenile Hall weekend rate and per diem rate, as described above, for providing services in FY 08/09 and FY 09/10, shall be adjusted on July 1st of each fiscal year by the percentage increase of the medical index of the CPI San Francisco-Oakland Region from February to February of each year.

Example - Assuming Medical CPI-u adjustment of 3% from February 2007 to February 2008, then the new rates for FY 08/09 would be as follows:

	<u>Rate as of 6/30/08</u>		<u>Medical CPI-u</u>		<u>Adjusted</u>
Adult Facilities	\$ 169,600.06/ month	+	3%	=	\$174,688.06
Juvenile Facilities	\$29,876.32 / month	+	3%	=	\$30,772.61
Weekend Services	\$289.00 / day	+	3%	=	\$297.67
Per Diem	\$2.89 / day	+	3%	=	\$2.98

This is only an example; the actual rates for FY 08/09 and FY 09/10 will be based upon the actual published CPI-u increases.

E. Compensation Process

Contractor shall invoice for Base Payments on a monthly basis. Payments to Contractor will be made by the tenth of the month for that current month and shall be 1/12 (one-twelfth) of the total current 12 month Base Rate as described in Paragraph A., Items 4 and 7, as adjusted for each respective contract year or subsequently amended. Per Diem payments, if any, will be billed separately by Contractor on a quarterly basis. Invoices for Base Payments and per diem charges shall be submitted to PHD.

Fees related to Juvenile Facility weekend visits shall be based on actual activity (actual services provided) and not by formula or other method of estimation. Contractor shall submit supporting documentation to County along with invoices for weekend services.

ARTICLE IV

Changes to Agreement: This Agreement may be amended by mutual consent of the parties hereto. Said amendment(s) shall become effective only when in writing and fully executed by duly authorized officers of the parties hereto. Any modification of the description of services, staffing pattern, attached as Exhibit B, or any other miscellaneous component of this Agreement shall require written notification and justification by the modifying party to the other and approval by the Contract Administrator, pursuant to the provisions under Article XX herein, prior to final execution of said amendment(s) by both parties. Any modification to medical, dental and mental health services shall be in compliance with all applicable laws

ARTICLE V

Contractor to County: It is understood that the services provided under this Agreement shall be performed 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 VI

Assignment and Delegation: Contractor is engaged by County for their unique qualifications and skills as well as those of their 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.

ARTICLE VII

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 VIII

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 may 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 IX

Default, Termination, and Cancellation:

- A. 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 in 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 in 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.

- B. Bankruptcy: This Agreement, at the option of the County, shall be terminable in the case of bankruptcy, voluntary or involuntary, or insolvency of Contractor.
- C. 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.
- D. Termination or Cancellation without Cause: Either party may terminate this Agreement in whole or in part one hundred and twenty (120) calendar days upon written notice by terminating party to the other for any reason.

County may terminate this Agreement as set forth below at any time Contractor fails to carry out the Agreement provisions, or fails to provide the services or staffing as set forth in Exhibit A. County shall give Contractor thirty (30) days written notice of conditions endangering performance. If, after such notice, Contractor and County do not agree that the condition has been resolved, County shall issue Contractor a Notice of Termination.

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 for contract resolution. 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, unless the notice directs otherwise. 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.

ARTICLE X

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

EL DORADO COUNTY PUBLIC HEALTH DEPARTMENT
931 SPRING STREET
PLACERVILLE, CA 95667
ATTN: GAYLE ERBE-HAMLIN, 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/FINANCE

or to such other location as the Contractor directs.

ARTICLE XI

Indemnity: To the fullest extent of the law, 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 provided 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 XII

Insurance: 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 Worker's Compensation and Employers' Liability Insurance covering all employees of Contractor as required by law in the State of California.
- B. Commercial General Liability Insurance of not less than \$2,000,000.00 per occurrence and \$5,000,000.00 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.
- D. In the event Contractor is a licensed professional, and/or is performing professional services under this Agreement, professional liability (for example, malpractice insurance) is required with a limit of liability of not less than \$2,000,000.00 per occurrence and \$5,000,000.00 aggregate limit.
- E. 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.
- F. The insurance will be issued by an insurance company acceptable to the Risk Management Division, or be provided through partial or total self-insurance likewise acceptable to the Risk Management Division.
- G. 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 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 the Risk Management Division 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.
- H. The certificate of insurance must include the following provisions stating that:
 - 1. The insurer will not cancel the insured's coverage without thirty (30) days prior written notice to County, and;
 - 2. 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 all liability policies except worker's compensation and professional liability insurance policies.
- I. 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 in excess of the Contractor's insurance and shall not contribute with it.
- J. 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.

- K. 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.
- L. The insurance companies shall have no recourse against the County of El Dorado, its officers and employees or any of them for payment of any premiums or assessments under any policy issued by any insurance company.
- M. Contractor's obligations shall not be limited by the foregoing insurance requirements and shall survive expiration of this Agreement.
- N. In the event Contractor cannot provide an occurrence policy, Contractor shall provide insurance covering claims made as a result of performance of this Agreement for not less than three (3) years following completion of performance of this Agreement.
- O. Certificate of insurance shall meet such additional standards as may be determined by the contracting County Department either independently or in consultation with the Risk Management Division, as essential for protection of the County.

ARTICLE XIII

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 XIV

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 XV

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 XVI

Taxpayer Identification / Form W9: All individuals/sole proprietors, corporations, partnerships, associations, organizations or public entities providing services to the County shall provide a fully executed Department of the Treasury Internal Revenue Service Form W-9, "Request for Taxpayer Identification Number and Certification".

ARTICLE XVII

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 XVIII

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. Contractor waives any removal rights it might have under Code of Civil Procedure Section 394.

ARTICLE XIX

HIPAA: Under this Agreement, Contractor will provide services to County, and in conjunction with the provision of such services, certain Protected Health Information ("PHI") may be made available to Contractor for the purposes of carrying out its obligations. Contractor, as a "Covered Entity" agrees to comply with all the terms and conditions of the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") and the regulations promulgated there under.

ARTICLE XX

Administrator: The County Officer or employee with responsibility for administering this Agreement is Gayle Erbe-Hamlin, Director of Public Health, or successor.

ARTICLE XXI

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 XXII

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 XXIII

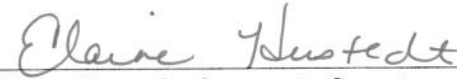
Entire Agreement: This document and the documents referred to herein or exhibits hereto are the entire Agreement between the parties and they incorporate or supersede all prior written or oral Agreements or understandings.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the dates indicated below, the latest of which shall be deemed to be the effective date of this Agreement.

CONTRACTOR

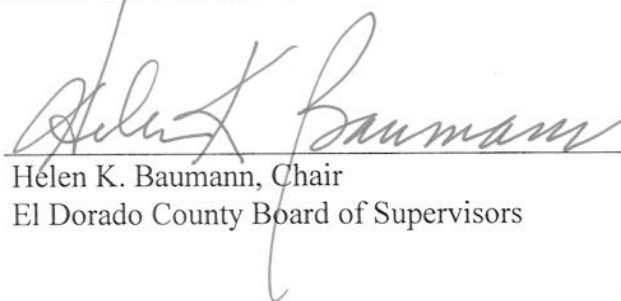
By: 
Taylor Fithian, M.D., President
California Forensic Medical Group, Inc.

Date: 5/22/07

By: 
Elaine Hustedt, Corporate Secretary
California Forensic Medical Group, Inc.

Date: 5.22-07

COUNTY OF EL DORADO

By: 
Helen K. Baumann, Chair
El Dorado County Board of Supervisors

Date: 6/19/07

ATTEST:
Cindy Keck, Clerk

By:  Date: 6/19/07
Deputy Clerk

EXHIBIT A

Services to be Provided

SERVICES:

All services performed by Contractor shall be carried out in conformance with California Code of Regulations Title 15.

1. Receiving Screening

With the exception of Inmates and Wards transferred directly within a custody system with documented receiving screening, a screening shall be completed on all Inmates and Wards at the time of intake.

A. Receiving Screening (Adult Facilities)

- i. This screening shall be completed 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.
- ii. The Facility Administrator and Responsible Physician shall develop a written plan for complying with Penal Code Section 2656 (orthopedic or prosthetic appliance used by Inmates and Wards).
- iii. There shall be a written plan to provide care for any Inmate who appears at this screening to be in need of, or who requests, medical, mental health, or developmental disability treatment.
- iv. Written procedures and screening protocol shall be established by the Responsible Physician in cooperation with the Facility Administrator.
- v. When medically appropriate, Contractor will provide medical services on-site.
- vi. Contractor health services staff have the authority to make the final decisions for accepting or not accepting Inmates into custody prior to outside evaluation and treatment, based on mutually agreed upon medical criteria.
- vii. Once an Inmate is cleared by outside medical evaluation as per Paragraph iv above, the final decision as to whether to accept the Inmate or not will be made by Adult Facility management.

B. Receiving Screening (Juvenile Facilities)

- i. Counselors will complete the "Intake Health Screening" form, which shall address at a minimum the criteria set forth in Title 15, Section 1430.
- ii. Contractor nursing staff or on-call staff will respond to requests for consultation on screenings as required.
- iii. When medically appropriate, Contractor will provide medical services on-site.
- iv. Contractor, in cooperation with the Facility Administrator, shall create policies and procedures establishing a documented intake health screening procedure, pursuant to Title 15, Section 1430.

C. Mental Health Evaluation (Juvenile Facilities)

Contractor will provide the following support for mental health services at the Juvenile Facilities:

- i. Documentation of psychotropic drug administration and prescription.
- ii. Working in cooperation/collaboration with Mental Health Staff to ensure appropriate distribution and documentation of psychotropic drugs to Wards, consistent with the requirements of Title 15, Section 1439 and written policy and procedures developed in cooperation with MHD staff.
- iii. Processing of psychotropic drug prescriptions and ordering to ensure a sufficient supply on hand during incarceration and a two-week supply at the time of release.
- iv. Contractor shall collaborate with MHD staff and Facility Administrator in implementing a written suicide prevention plan. I would recommend the word collaborate instead of cooperate.

D. Special Mental Disorder Assessment

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

2. TB Testing (Adult Facilities)

Contractor will perform TB Screening on all Inmates who reside in the Adult Facilities within 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 PHD will be the financial responsibility of the County.

Contractor will provide nursing time to perform test, but cost of testing beyond the PPD and chest x-ray will be financial responsibility of PHD.

3. Medical Examination (Juvenile Facilities)

- A. Contractor will perform a medical examination on Wards who are admitted to the Juvenile Facilities in accordance with Title 15 guidelines.
- B. Contractor will perform TB Screening on all Wards in Juvenile Facilities within 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 PHD will be the financial responsibility of the County. Contractor will provide nursing time to perform test, but cost of testing beyond the PPD and chest x-ray will be financial responsibility of PHD.
- C. Contractor will provide pap smears and testing for sexually transmitted diseases for sexually active minors within 96 hours of intake.
- D. Contractor will verify up-to-date vaccination for each Ward in the County-approved database and shall provide vaccinations as necessary to ensure each Ward is current on vaccinations, appropriate to age. County will ensure Contractor has sufficient access to this program to meet this requirement. Contractor will obtain and manage vaccine as a provider participant in the California Vaccines for Children (VFC) Program.
- E. Contractor, in cooperation with the Facility Administrator, will develop written policies and procedures for medical examinations, pursuant to Title 15, Section 1432.

4. Detoxification from Drugs and Alcohol

- A. Detoxification from Drugs and Alcohol (Adult Facilities)
 - i. Detoxification services will be performed under medical supervision.
 - ii. Inmates will be assessed by medical personnel when admitted to the detoxification cell and at a minimum, every 6 hours thereafter, or as requested by custody staff, and consistent with accepted medical standards or facility protocol.
 - iii. Contractor staff will document assessment as noted in (ii) in a manner consistent with acceptable medical standards.
 - iv. Custody staff will monitor detoxification cells as per Title 15 guidelines
- B. Detoxification from Drugs and Alcohol (Juvenile Facilities)
 - i. Detoxification from mind-altering drugs, including alcohol, when performed at Juvenile Facilities will be under medical supervision. No standing orders will be used.

- ii. When no medical staff is present, Wards presenting "withdrawal" symptoms prior to booking will immediately be sent to an appropriate acute care facility.
- iii. Contractor, in cooperation with the Facility Administrator, shall develop written policies and procedures addressing the identification and management of alcohol and other drug intoxication, pursuant to Title 15, Section 1431.

5. Sick Call

A. Sick Call (Adult Facilities)

- i. Sick call will be conducted five days a week with emergency response on weekends.
- ii. Sick call will be conducted by a Family Nurse Practitioner/PA, RN, or a Physician. RN's performing sick call will operate under Standardized Procedures developed and approved by the Responsible Physician.
- iii. Sick call will be conducted in designated areas of the clinic or housing units, in as much privacy as security concerns allow.
- iv. Inmates will be scheduled to be seen at sick call as soon as possible or as medically indicated.

B. Sick Call (Juvenile Facilities)

- i. Sick call will be conducted five days a week by a Registered Nurse operating under standardized procedures.
- ii. A physician will provide consultation at least once per week at Juvenile Facilities. Emergency response will be provided on weekends.

C. Individualized Treatment Plans

- i. For each Inmate receiving mental health treatment in an Adult Facility, the treatment staff shall develop a written treatment plan. For each Ward receiving mental health treatment in a Juvenile Facility, the treatment staff, provided by MHD, shall develop a written treatment plan. The custody staff shall be informed of the treatment plan, when necessary, to ensure coordination and cooperation in the ongoing care of the Inmate. This treatment plan shall include referral to treatment after release from the facility when recommended by treatment staff.
- ii. For each Inmate or Ward treated for a major medical problem in a Facility, the treatment staff shall develop a written treatment plan. The custody staff shall be informed of the treatment plan when necessary, to ensure coordination and cooperation in the ongoing care of the Inmate. This treatment plan shall include referral to treatment after release from the facility when recommended by treatment staff.

- iii. 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/CMSP application packet upon release. Such packets will be provided by PHD.

6. Off-Site Services

Off-Site Services (Adult and Juvenile Facilities)

- A. Contractor will 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 and Wards who have been physically placed in Facilities after medical clearance and booking.
 - B. All such care, as described above, must be approved and referred by Contractor staff utilizing a Contractor referral form.
 - C. Contractor will not refer or be responsible for elective procedures that can safely be provided when an Inmate is released from custody.
 - D. Contractor will provide third party payor information to off-site providers when such information is available.
- ## 7. Laboratory, X-ray, Pharmaceuticals, Medical Supplies, Equipment, and Medical Record Supplies (Adult Facilities and Juvenile Detention Facilities)

- A. Contractor will be responsible for the purchase and provision of required pharmaceuticals, medical supplies, and medical record supplies, excluding psychotropic drugs.
 - B. Contractor is responsible for purchasing required laboratory services and x-ray services.
 - C. Contractor shall comply with applicable Title 15 regulations pertaining to pharmaceutical management, including, but not limited to, Section 1216 and 1438.
- ## 8. On-Site Medical Emergency Services (Adult and Juvenile Facilities)

Contractor will have medical personnel available to provide consultations to nursing staff or counselors and to come to the facilities as required 24 hours a day, seven days a week.

9. Mental Health Services

A. Mental Health Services (Adult Facilities)

- i. Contractor will provide on-site mental health services to all Inmates incarcerated in an Adult Facility and shall do so in satisfaction of all requirements of Title 15 of the

California Code of Regulations. Furthermore, Contractor will meet all requirements of any other provision of law as it pertains to the provision of mental healthcare to Inmates in county correctional facilities.

- ii. 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 Sections 1367 et seq. are excluded from the services to be provided by Contractor pursuant to this contract and shall remain the responsibility of the MHD and its Director. Also, notwithstanding the provisions set forth in paragraph "i" above, 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 contract.
- iii. It is also understood, and agreed 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 under Article III, Section B, will apply to psychiatric inpatient care as well.
- iv. Contractor will be responsible for providing limited ongoing drug and alcohol counseling.

B. Mental Health Services (Juvenile Facilities)

- i. Contractor will not be responsible for the overall mental health program at Juvenile Facilities, except as provided for in paragraph (ii) below. MHD will provide mental health services at Juvenile Facilities.
- ii. Contractor will manage the supply of the psychotropic drugs inventory. Contractor will be responsible for the administration, documentation, and inventory of the psychotropic drugs.
- iii. Contractor shall collaborate with MHD staff and the Facility Administrator in developing and implementing a written suicide prevention plan.

10. Dental Services

A. Dental Services (Adult Facilities)

- i. Contractor will be responsible for providing emergency dental services to Inmates housed in the El Dorado County Correctional Facilities.
- ii. Dental services will be provided on-site at the Placerville Adult Facility, if adequate space is available.

- iii. Inmates requesting dental services will be prioritized, and will be scheduled to see the dentist as soon as possible, as medically indicated.
- iv. Medically necessary oral surgery that cannot safely be delayed until release from custody will be referred to outside specialists.

B. Dental Services (Juvenile Facilities)

Dental services for Wards will be provided on urgent need basis in the community and paid for by Contractor.

11. Medical Records (Adult and Juvenile Facilities)

- A. Contractor will be responsible for the maintenance of all medical records.
- B. The medical records will be the property of County.
- C. Contractor will be the custodian of all active and inactive medical records.
- D. Contractor will adhere to all laws relating to confidentiality of medical records.
- E. Contractor will maintain all records in accordance with Title 15, California Code of Regulations, Sections 1205 and 1406.
- F. Pertinent medical information will be prepared to accompany all Inmates and Wards when transferring to other detention/correctional facilities.
- G. County will provide space required to store active and inactive medical records.
- H. Contractor will be the custodian of these 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 not less than two years, on site at the facility, as space allows. Contractor will utilize the booking number as a unique identifier for medical records and shall make every effort to obtain records of prior incarcerations. These records shall be incorporated into a unit record.

12. Medication Administration

A. Medication Administration (Adult Facilities)

- i. Contractor nursing staff will be responsible for administering medications.
- ii. Medications will principally be administered on a BID regimen.
- iii. Over-the-counter medications, (Tylenol or Maalox) will principally be administered on a BID regimen.

- iv. Contractor nursing staff will respond to requests for OTC medications at other times on an emergency basis as medically indicated.
- v. All pharmaceuticals will be stored, inventoried, and administered in accordance with all applicable laws, guidelines, and per Contractor's policy and procedures relating to pharmaceutical practices.

B. Medication Administration (Juvenile Facilities)

- i. Counselors will administer medications as prescribed by Contractor staff. Contractor will provide training to counselors regarding safe administration techniques and common side effects. Contractor will develop written policies and procedures for controlled administration of medication, pursuant to Title 15, Section 1438.
- ii. Contractor will be responsible for ordering, but not paying for, medications according to written prescriptions provided by MHD, maintaining inventory of prescriptions to ensure day-to-day requirements during detention and a two-week supply upon release, and maintaining Medication Administration Records (MARS) documentation. Contractor will collaborate with MHD to ensure access to pharmacy services on the weekend for psychotropic drug requirements in the Juvenile Facilities.

13. Food Service Health Clearance (Adult and Juvenile Facilities, if applicable)

- A. Custody staff will provide a list to Contractor on a weekly basis of Inmates and Wards that are scheduled to work in the kitchen.
- B. Contractor will perform a health clearance for these Inmates and Wards and provide custody staff with a list of Inmates and Wards who have been medically cleared for kitchen duty.

14. Emergency First Aid (Adult and Juvenile Facilities)

Contractor shall respond and provide emergency first aid to County staff and within the confines of the Facilities. Contractor shall provide first aid kits to be made available in designated areas of all Facilities.

15. Training (Adult and Juvenile Facilities)

Contractor will provide up to eight hours of annual training for correctional officers/counselors concerning health care issues in a Facility.

16. Prosthesis (Adult and Juvenile Facilities)

Medical and dental prosthesis and corrective eyeglasses are provided when the health of the Inmate or Ward would otherwise be adversely affected.

17. Statistical Reporting (Adult and Juvenile Facilities)

- A. Contractor shall develop and provide to Contract Administrator annual statistical summaries of health care and pharmaceutical services that are provided. Contractor shall also establish a mechanism to assure that the quality and adequacy of these services are assessed annually. Contractor shall correct identified deficiencies of the health care and pharmaceutical services delivered.
- B. Based on information from these audits, Contractor shall provide the facility administration and Contract Administrator with an annual written report on health care and pharmaceutical services delivered.
- C. No later than the third Friday of each month, Contractor shall submit to the County statistics and information on the prior month's activities as follows:
 - i. number of sick call visits:
 - 1) by nursing staff,
 - 2) by physicians;
 - ii. number of food service worker screenings;
 - iii. number of laboratory tests performed;
 - iv. number of new prescriptions filled, including over-the-counter;
 - v. total number of prescriptions;
 - vi. number of medication doses administered;
 - vii. types and numbers of communicable diseases seen and treated;
 - viii. if facility has an infirmary, average daily occupancy for medical/mental health services;
 - ix. number of emergency department visits;
 - x. number of specialty clinic visits;
 - xi. number of visits to use:
 - 1) laboratories,
 - 2) X-ray,
 - 3) electrocardiograms,
 - 4) electroencephalograms;
 - xii. profile of hospital admissions:
 - 1) number of hospital admissions,
 - 2) types of diagnosis,
 - 3) total patient days;
 - xiii. dental services provided:
 - 1) number seen on-site
 - 2) number referred;
 - xiv. number of Inmates and Wards transported and the time; and,
 - xv. number of TB Tests given

18. Other Administrative Requirements

- A. Contractor will be responsible for processing Inmate or Ward grievances concerning medical care as per custody's policies and procedures.
- B. Contractor will 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 custody concerning any such writs of habeas corpus or federal civil rights suits.

19. Quality Assurance Program

- A. Contractor shall maintain a comprehensive quality assurance plan throughout the term of this contract.
- B. Contractor will provide annually to the Contract Administrator a copy of the overall Quality Assurance plan and any updates or revisions.
- C. Contractor shall provide County, upon request, with statistical summaries of quality assurance activities.

20. Other Services

Contractor agrees to provide all services adhering to Title 15 guidelines.

21. Special Medical Diets

- A. Contractor health services staff will evaluate the need for and will prescribe medically required special diets for Inmates or Wards as appropriate.
- B. Contractor will coordinate with Food Service management staff regarding the types of special medical diets which can be offered to the Inmate/Ward population.

22. Personnel Services

- A. Contractor will comply with all laws relating to hiring/promotion practices to ensure that applicants for employment/promotion are not discriminated against because of race, creed, color, age, sex, sexual preference, marital status, handicap, or national origin.
- B. Contractor shall obtain all licenses necessary to provide medical services in El Dorado County Correctional Facilities. Contractor will ensure that all of its employees, including Registry temporary 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.

- C. Contractor will ensure that all of its new employees are afforded an orientation period.
- D. Contractor will provide in-service training for its personnel. Topics will be identified by the Program Manager who will also maintain records on subject matter and employee participation.

23. Medical Policy and Procedure Manuals (Adult and Juvenile Facilities)

- A. Contractor will develop and maintain current policy and procedure, protocol, and reference manuals, for services provided under this Agreement, in compliance with California Code of Regulations, Title 15.
- B. New policies and/or procedures related to services provided under this Agreement will not be implemented or existing policies and procedures revised by either party without the mutual concurrence of Contractor and County.

24. Minimum Staffing Pattern

See current Exhibit B, *El Dorado County Staffing Pattern*, for agreed upon minimums. Shift patterns may be revised at times during the term of this Agreement upon mutual concurrence of Contractor and County.

EL DORADO COUNTY STAFFING PATTERN

Exhibit B

POSITION	S	M	T	W	T	F	S	HRS	FTE	FAC	
Program Manager		8-4	8-4	8-4	8-4	8-4		40	1.0	All	
Charge R.N.		8-4	8-4	8-4	8-4			32	.8	Placerville	
Clerk		8-12	8-12	8-12	8-12	8-12		20	.5	Placerville	
L.V.N.	7-3	7-3	7-3	7-3	7-3	7-3	7-3	56	1.4	Placerville	
L.V.N.	3-11	3-11	3-11	3-11	3-11	3-11	3-11	56	1.4	Placerville	
L.V.N.	11-7	11-7	11-7	11-7	11-7	11-7	11-7	56	1.4	Placerville	
Supervising R.N.		7-7	7-7	7-7	7-7	7-7	7-7	72	1.8	Tahoe	
L.V.N.	7-3							8	.2	Tahoe	
Bilingual Medical Asst		7-11	7-11	7-11	7-11	7-11		20	.5	Tahoe	
L.V.N.	3-11							8	.2	Tahoe	
L.V.N.	11-7	7-7	7-7	7-7	7-7	7-7	7-7	80	2.0	Tahoe	
R.N.		7-12	7-12	7-12	7-12	7-12		25	.625	W.Slope JH	
R.N.		7-12	7-12	7-12	7-12	7-12		25	.625	SLT JH	
RN/LVN *	One visit per weekend at each facility										Both JH
Nursing Relief/ O.T. / Training								100.4	2.51	All	
Medical Director/ Physician	8 hours a day, two visits per week adult one visit per week juvenile							16	.40	Pvl/WS/ Tahoe/SLT JH	
Psychologist	8 hours a week To Be Determined							8	0.2	Both Adult	
Psychiatrist	4 hours per week in Placer,Tahoe							4	.1	Both Adult	
Medical/ Mental Health O.C.	24 hours a day, seven days a week									All	
Dentist	8 hours bi-weekly							4	0.1	Placerville	
Dental Assistant	8 hours bi-weekly							4	0.1	Placerville	

Days	7-3, 8-4, 7-12
Evenings	3-11 p.m.
Nights	11-7

* As requested by Probation

EXHIBIT C
El Dorado County Jail Medical Inventory 2007
Adult Facility Placerville

CFMG

- Metal lateral 3 drawer file cabinet
- Metal 2 drawer lateral file cabinet
- Metal open file cabinet with wheels
- X3 Metal tall 4 drawer file cabinet
- X3 Metal 7 shelves with doors
- Metal 6 shelves tall cabinet with doors
- 5 shelf wood book case
- L shaped desk with shelves
- Printer cabinet
- HP printer
- Computer
- Plastic cart with wheels
- Exam table
- Mayo stand
- X2 refrigerators
- Metal folding step stool
- Pulmo-aide
- Centrifuge
- Autoclave
- Folding table
- Microwave
- Coffee maker

- Electric 3 hole punch
- Shedder
- Printer/fax/copier
- Metal 36 shelves paperwork organizer
- Med cart
- Rolling step stool
- Automatic thermometer
- Pulse ox
- Automatic BP cuff
- Otoscope
- Ophthalmoscope
- X2 glucometer
- Doppler
- EKG machine

EL DORADO COUNTY

- X2 Metal 2 shelf cabinet with doors
- 8 chairs
- Computer

El Dorado County Jail Medical Inventory 2007
JH Facility Placerville

CFMG

- Pulmo-aide
- Electric thermometer
- Med cart

EL DORADO COUNTY

- Computer
- Chair
- Cubicle
- Exam table
- Filing cabinet
- Refrigerator
- Scale

**El Dorado County Jail Medical Inventory 2007
JH Facility Placerville**

CFMG

- Pulmo-aide
- Electric thermometer
- Med cart

EL DORADO COUNTY

- Computer
- Chair
- Cubicle
- Exam table
- Filing cabinet
- Refrigerator
- Scale

El Dorado County Jail Medical Inventory 2007
JTC South Lake Tahoe

CFMG

- Centrifuge
- Electronic BVP cuff
- Refrigerator
- X2 glucometer
- Fax/copier/printer
- Med tray
- Nebulizer
- Ophthalmoscope
- Otoscope
- Pulse ox
- Shredder
- Step stool
- Electric thermometer

EI DORADO COUNTY

- X2 file cabinets
- X3 chairs
- Desk
- Exam table
- Computer
- Med cart
- Floor scale
- Mayo stand
- Phone
- Refrigerator
- Stool

1 WILLIAM C. NEASHAM, II, #072078
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Attorneys at Law
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Sacramento, California 95864
Telephone: (916) 481-3683

LOGGED
DEC 1993
MAY L. WAGNER, CLERK, U.S. DISTRICT COURT
EASTERN DISTRICT OF CALIFORNIA
BY DEPUTY CLERK

Attorneys for Defendants
COUNTY OF EL DORADO and
RICHARD 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

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).

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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.

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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, 1993, following

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

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

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

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

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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

18
19 By: Valentina Reiner
20 VALENTINA REINER, #99537
21 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.

26
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