

ORIGINAL

AGREEMENT FOR SERVICES #034-S1411
AMENDMENT IV

This Amendment IV to that Agreement for Services #034-S1411, made and entered into by and between the County of El Dorado, a political subdivision of the State of California (hereinafter referred to as "County") and California Forensic Medical Group, Inc., a California Corporation, duly qualified to conduct business in the State of California, whose principal place of business is 2511 Garden Road, Suite A160, Monterey, CA 93940, and whose Agent for Service of Process is Taylor Fithian, California Forensic Medical Group, Inc., 2511 Garden Road, Suite A160, Monterey, CA 93940; (hereinafter referred to as "Contractor");

RECITALS

WHEREAS, Contractor has been engaged by County to provide medical services defined as physical healthcare, mental healthcare, and dental care services for all adult inmates of County's detention facilities and physical healthcare, certain mental healthcare and dental care services for all juvenile wards of County's detention facilities, in accordance with Agreement for Services #034-S1411, dated June 25, 2013, and Amendment I, dated October 29, 2013, Amendment II dated August 12, 2014 and Amendment III dated September 15, 2015, incorporated herein and made by reference a part hereof; and

WHEREAS, the parties hereto have mutually agreed to add involuntary medication services for misdemeanants found not competent to stand trial, hereby amending **Article I – Scope of Services**; and

NOW THEREFORE, the parties do hereby agree that Agreement for Services #034-S1411 shall be amended a fourth time as follows:

ARTICLE I

Scope of Services:

A. 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 Policy & Procedure 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.
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."
Fit For	A term used to identify that an Inmate or Ward has received medical clearance prior to admission to the facility and is "fit for" admission thereto.
HHSA	County of El Dorado Health and Human Services Agency
Inmate	Shall refer to all detainees housed for any period at Adult Facilities.
Intake - Adults	For purposes of this Agreement and with respect to Adult Facilities, "Intake" shall represent the process of (1) documenting personal identification demographics; (2) photograph of the individual; (3) fingerprinting; (4) Department of Justice records check; and (5) a review of the charges against the individual along 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 Emergency Department at the local hospital 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, 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, will review said document with the Ward; and the staff at the Juvenile Facility will then exercise their discretion whether or not to contact the on-call provider for Contractor in order to request the on-call provider's determination of whether the Ward

	requires medical clearance at the Emergency Department at the local hospital prior to placement in the Juvenile Facility. The staff at the Juvenile Facility will obtain a medical consent signature from a parent or legal guardian for the Ward as soon as is practical and 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 County of El Dorado Facilities.
Medical Receiving Screening	Pursuant to Penal Code Section 6030, “Medical Receiving Screening” shall be in accordance with written procedures and shall include but not be limited to medical and mental health problems, developmental disabilities, and communicable diseases including but not limited to tuberculosis and other airborne diseases. The screening shall be performed by licensed health personnel or trained facility staff.
MHD	Health and Human Services Agency Mental Health Division
PPD	Tuberculin Purified Protein Derivative – test for tuberculosis (TB).
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.
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 therefor. Any such temporary removal shall not be for a period of more than three (3) days.
Ward	Shall refer to all minors housed for any period of time at Juvenile Facilities.

- A. **County Facilities to be Served:** In the event of a change of address for one or more of the facilities listed below, County may notify Contractor in writing in accordance with the Article titled "Notice to Parties" without amending Agreement 034-S1411.
1. The Placerville Jail, located at 300 Forni Road, Placerville, CA 95667;
 2. The South Lake Tahoe Jail, located at 1051 Al Tahoe Boulevard, South Lake Tahoe, CA 96150;
 3. The Placerville Juvenile Hall located at 299 Fair Lane, Placerville, CA 95667; and
 4. The South Lake Tahoe Juvenile Treatment Center, located at 1041 Al Tahoe Boulevard, South Lake Tahoe, CA 96150.
- B. **Responsibility of County:**
1. Detoxification: Custody staff shall monitor detoxification cells (sobering cells) in accordance with Title 15, CCR Section 1213 "Detoxification Treatment."
 2. Use of Space and Equipment: County shall make available to Contractor all space and use of County-owned equipment pursuant to inventory attached hereto as Exhibit A, and incorporated by reference herein. County shall ensure a separate room is provided for dental services at the Adult Facility in Placerville. County will provide space required to store active and inactive medical records including but not limited to space at the Facilities and archival of documents pursuant to County Board of Supervisors Policy A-9, incorporated by reference as if fully set forth herein.
 3. Security: County will provide for the safety and security of Contractor personnel in the same manner as provided for County's employees working in the Facilities.
 4. Inmates from Other Counties: Sheriff's Office shall identify those inmates who are the financial responsibility of another County and provide that information to Contractor.
 5. Effective upon execution of this Amendment III to that Agreement 034-S1411, County shall be responsible for the provision and maintenance of telepsychiatry equipment and connectivity in the Juvenile Detention Facilities.
- C. **Responsibility of County and Contractor:**
1. County and Contractor acknowledge the potential for changes in State and Federal standards and regulations that could impact the terms and conditions herein, and mutually agree to work together in the best interest of all parties to accommodate such eventuality.
 2. Contractor and County Contacts: The Contractor's on-site Program Manager or designated representative is the liaison for all day-to-day operational issues and shall be responsible for conducting regularly scheduled visits at the Facilities. The Facilities Administrator(s) shall be designated as the County's day-to-day contact person. The Contract Administrator or designee shall be the primary liaison to the Contractor on behalf of County for any issues outside of the day-to-day operational issues.
 3. Inmate / Ward Transportation:
 - a. County shall provide and pay for routine transportation of Inmates and Wards. County will provide staff to transport Inmates/Wards to and from medical appointments for on-site and off-site care. County will provide escort as required for Contractor personnel during medical rounds.
 - b. Contractor will pay for ambulance transportation when determined to be medically necessary by Contractor staff or in life-threatening emergency medical situations where no Contractor staff is available. Ambulance transportation determined to be medically necessary by Contractor staff shall be part of the base rate and shall not be considered a part of the hospital financial liability as defined herein.

4. Medical Equipment & Supplies: Contractor shall be responsible for providing all new medical equipment, which shall remain the property of Contractor. Contractor will supply forms required in the performance of this Agreement.
 5. Medical Receiving Screening Protocol: 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.
 6. Policy & Procedure Manuals Specific to Facilities:
 - a. 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 "Health Care Procedures Manual." 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.
 - b. Contractor shall initiate a CFMG P&P Manual(s) review and update process at least annually.
 - c. Contractor shall develop and maintain any protocol and reference manuals for services provided under this Agreement, in compliance with Title 15 CCR.
 - d. 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.
 - e. New policies and/or procedures related to services under this Agreement shall not be implemented without mutual concurrence of the parties hereto.
 7. Suicide Prevention Plans:
 - a. Contractor, Facility Administrator of the Adult Facilities, and Health and Human Services Agency Director or designee shall collaborate to ensure the then-current written suicide prevention plan in the CFMG P&P Manual specific to the Adult Facilities remains up-to-date, pursuant to Title 15 CCR.
 - b. County MHD, the Facility Administrator of the Adult Facilities, the Health and Human Services Agency Director or designee, and the Contractor shall collaborate to ensure the then-current written suicide prevention plan in the CFMG P&P Manual specific to the Juvenile Facilities remains up-to-date pursuant to Title 15 CCR.
- D. **Responsibility of Contractor:**
1. Civil Rights: Contractor shall ensure services under this Agreement are provided without any discriminatory practice based on gender, sexual orientation, age, ethnicity, religion, handicap, marital status, national origin, or ancestry.
 2. Compliance:
 - a. For the purpose of this Agreement, Contractor agrees to comply with all applicable laws, including the provisions of Title 15, CCR, relating to medical services in corrections institutions, incorporated by reference as if fully set forth herein.
 - b. Contractor agrees to comply with all sections referring to inmate medical and dental in correctional institutions in the County of El Dorado as identified in Stipulation to Order of Settlement and to Entry of Judgment of Dismissal in Linda York, et. al. vs. County of El Dorado, attached hereto as Exhibit B, and incorporated by reference herein.
 - c. Contractor agrees to follow all laws of the State of California.

3. Conformity to Title 15 California Code of Regulations: All services provided by Contractor shall be carried out in conformance with Title 15 CCR Article 11 "Medical/Mental Health Services."
4. Continuity of Care: Contractor will communicate with Contract Administrator or designee on an "as needed" basis and with any treating clinician to promote continuity of care.
5. Inmate or Ward Eligibility for Medical Coverage: Contractor agrees to make reasonable efforts to facilitate determination of eligibility for medical coverage in coordination with County of El Dorado Eligibility Workers. In the event regulations allow Medi-Cal (or subsequent plan) eligibility for Inmates or Wards, Contractor shall remit to County, on a quarterly basis, payment in an amount equal to cost reimbursements received by the treating hospital for inpatient services required under this Agreement.
6. Inmates or Wards for whom Contractor is responsible:
 - a. 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 California Penal Code 4018.6.
 - b. Contractor is responsible for the medical care of Inmates or Wards who are temporarily outside one of the Facilities in the company of an employee of the County of El Dorado law enforcement agency or Facility staff.
 - c. Contractor is responsible for the medical care of Inmates or 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.
7. Inmates or Wards for whom the Contractor is not responsible: Contractor is not responsible for the medical care of Inmates or Wards on "temporary release" that are not in custody. Contractor is not responsible for the medical care of Inmates or Wards in the custody of other law enforcement agency or penal jurisdictions located outside the County of El Dorado. Contractor is not responsible for the medical care of Inmates or Wards who have escaped from a Facility.
8. Quality Assurance Program:
 - a. Contractor shall maintain a comprehensive Quality Assurance Plan (QAP) throughout the term of this Agreement.
 - b. Contractor will provide a copy of the QAP and any updates or revisions to the Facility Administrators and Contract Administrator on an annual basis.
 - c. Contractor shall provide County with statistical summaries of quality assurance activities, upon request.
9. Services for Facility Staff:
 - a. **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 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 annual budgets for the Facilities.

- b. **Emergency First Aid:** Contractor shall respond and provide emergency first aid to County staff within the confines of the Facilities. Contractor shall provide First Aid kits, as specified in the CFMG P&P Manuals, to be made available in designated areas of all Facilities.
 - c. **Facility Staff Training:** Contractor shall provide a minimum of eight (8) hours of annual training for Correctional Officers/Deputy Probation Officers of all four (4) Facilities concerning health care issues pertinent to the Facilities and as mutually agreed by the parties hereto.
 - d. **Medical Waste Storage/ Disposal:** Contractor shall store all medical waste created in the performance of this Agreement pursuant to the California Medical Waste Management Act (CA Health and Safety Code(H&S) Sections 117600 through 118360). Contractor shall provide for pick-up of contaminated medical waste created in the performance of this Agreement, by a Medical Waste Hauler who meets the requirements of H&S Code Section 117900.
 - e. **Notification of Serious Health Conditions:** 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 that cannot be provided by Contractor on-site and as specified in Title 15 CCR Section 1206.5 and H&S 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 Sections 2500, 2593, 2641-43 and 2800-2812, incorporated by reference as if fully set forth herein, regarding all reportable conditions. Contractor shall notify Contract Administrator of such conditions by email or fax within twenty-four (24) hours of identifying condition.
 - f. **Vaccinations:** Contractor will provide nursing time to perform Hepatitis B vaccine inoculations and TB testing for Facilities staff. Contractor will document inoculations and testing, and records shall be maintained by Contractor for the term of this Agreement; however, records shall remain the property of County and shall be returned to County upon request.
 - g. County will provide Hepatitis B vaccine, tuberculin PPD, and supplies for this process through the annual budgets for the Facilities. County will coordinate scheduling with Contractor.
10. Services for Jail Population:
- a. **Dental:**
 - i. **Dental Purpose:** The attending licensed dentist (Contractor) will be responsible for providing medically necessary dental services to Inmates detained in county jail facilities, which if deferred, could be detrimental to the Inmate's general health. The Inmate is responsible for obtaining and purchasing dental services that are beyond the scope of jail dental services and can be reasonably deferred, as determined by the attending dentist, until the Inmate is released from custody from the county jail.
 - ii. **Dental Screening:** The attending dentist shall perform an oral health screening upon the request of the Inmate, to assess the Inmate's chief complaint and determine the Inmate's dental needs and urgency of these needs. Oral health screenings shall include a visual oral examination and limited radiographic

examination to diagnose the patient's chief complaint. The purpose of the oral health screening shall be for the identification, diagnosis, and treatment of the Inmate's chief complaint, which may include diagnosis of dental pathology, periodontal disease, dental caries, pupal status, dental trauma, radiographic pathology, and oral hygiene status.

- iii. **Dental Services:** Medically necessary dental services shall include, but may not be limited to, non-surgical scaling and prophylaxis, oral hygiene instructions, temporary or permanent fillings, dental extractions, and other treatments determined to be medically necessary. Endodontic treatment and teeth replacement are not provided at the county jail clinics, and Inmates can request these services at their own expense by an outside dentist. Inmates requesting dental services will be prioritized as medically indicated, and will be scheduled to see the dentist as soon as possible.
- iv. **On-site Facilities** may be used as appropriate; however, medically necessary oral surgery or dentistry that cannot be safely provided on-site may be referred to outside specialists.
- b. **Detoxification from Drugs and Alcohol:** Contractor shall provide medical supervision to all Inmates undergoing detoxification at the Adult Facilities. Medical personnel shall monitor Inmates upon admittance to the "sobering cell" in accordance with Title 15 guidelines and the CFMG P&P Manual. Contractor's staff shall document assessment in the Inmate's medical record.
- c. **Food Service Health Clearance:** Custody staff will provide a list to Contractor on a weekly basis of Inmates that are scheduled to work in the kitchen. 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.
- d. **Individualized Mental Health Treatment Plans:** Contractor shall develop a written treatment plan for each Inmate receiving mental health treatment in an Adult Facility. When necessary and to ensure coordination and cooperation in the ongoing care of the Inmate, Contractor shall ensure custody staff are informed of said treatment plan. This treatment plan shall include referral to treatment after release from the Facility, when recommended by treatment staff.
- e. **Laboratory, Radiology, Pharmaceuticals, Medical Supplies, Equipment, and Medical Record Supplies:** Contractor shall be responsible for the purchase and provision of required pharmaceuticals, medical supplies, and medical records supplies. Contractor is responsible for purchasing required laboratory services and mobile radiology services. Contractor shall comply with applicable Title 15 CCR Sections, including but not limited to Section 1216 and Section 1438 pertaining to pharmaceutical management, incorporated by reference as if fully set forth herein.
- f. **Medical Care:** Contractor shall develop a written treatment plan for each Inmate treated for a major medical problem. When necessary, to ensure coordination and cooperation in the ongoing care of the Inmate, Contractor shall ensure custody staff are informed of said treatment plan. This treatment plan shall include referral for treatment after release from the Facility, when recommended by treatment staff.

Contractor will identify adult Inmates who require ongoing treatment and care and shall 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 and Human Services Agency.

- g. **Medical Receiving Screening:** Unless Inmates have been transferred from within the County system and have previously received a Medical Receiving Screening, a screening shall be completed on all Inmates at the time of intake.

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: (1) medical and mental health problems, (2) developmental disabilities, and (3) communicable diseases including but not limited to tuberculosis and other airborne diseases.

Contractor shall maintain and follow the Adult CFMG P&P Manual pertaining to any Inmate who appears at this screening to be in need of or who requests, medical treatment, mental health treatment, or treatment for developmental disability.

When medically indicated, Contractor shall provide medical services on-site as necessary during receiving screening.

Contractor's licensed health personnel shall, based on criteria established in the Adult CFMG P&P Manual, have the authority to make the final decision for accepting or not accepting Inmates into custody prior to outside evaluation and treatment. Once an Inmate has been cleared by outside medical evaluation, the Facility Administrator or designee shall have final authority to decide whether an Inmate shall be admitted to facility or not.

- h. **Medical Records:** Medical (including dental) and 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.

Contractor shall be the custodian of records during the term of this Agreement. As such, Contractor will be responsible for the accurate and timely documentation of all medical events, medication, and treatment. Medical records will be housed in accordance with Health Insurance Portability and Accountability Act (HIPAA) requirements and retained for a period of not less than two (2) years on site at the Adult Facilities, as space allows. Thereafter, Contractor shall collaborate with County staff to prepare records for storage in the County Records Management location.

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

Contractor shall be responsible for the maintenance of all medical records; however, said medical records shall be the property of the County.

Contractor shall maintain all records in accordance with Title 15, CCR, Section 1205 "Medical/Mental Health Records" incorporated by reference as if fully set forth herein. In addition, Contractor shall adhere to all laws relating to confidentiality of medical records.

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

- i. **Medication Administration:** Contractor nursing staff shall be responsible for administering medications. Medications will principally be administered on a two-times-a-day regimen.

All pharmaceuticals will be stored, inventoried, and administered in accordance with all applicable laws and guidelines relating to pharmaceutical practices including but not limited to Title 15 CCR Section 1216 "Pharmaceutical Management," incorporated by reference as if fully set forth herein.

- j. **Mental Health Services:** 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.

Contractor shall provide involuntary medication related to mental health services, pursuant to court order, to persons charged solely with misdemeanor offenses pursuant to Penal Code Section 1367 et seq. All other "restoration to competency services" for persons charged solely with misdemeanor offenses pursuant to Penal Code Section 1367 et seq. shall be provided by County or County's Designee. There shall be no additional charge to the County for this service.

In addition, notwithstanding the provisions set forth herein, all court-ordered evaluations for mental health services made pursuant to Penal Code Section 4011.6 are excluded from the services to be provided by Contractor pursuant to this Agreement.

It is also understood, and mutually agreed by parties hereto, that Contractor shall be financially responsible for Inmates in the Adult Facilities who are admitted to a mental health facility pursuant to the provisions of Penal Code Section 4011.6 by referrals made by the Sheriff's Office, Probation Department, or Contractor staff. Contractor's financial liability shall be limited to that described in the Article titled "Compensation for Services," paragraph heading "Hospital Financial Liability."

Contractor shall be responsible for providing limited ongoing drug and alcohol counseling to Inmates.

- k. **Off-Site Services:** Contractor shall provide required medical/surgical inpatient hospital care, off-site specialty care, off-site clinic care, Emergency Department care,

and other health-related ancillary services for those Inmates who have been physically placed in Adult Facilities after medical clearance and booking.

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.

Contractor shall not refer, or be responsible for, elective procedures that can be safely provided once an Inmate is released from custody.

Contractor shall make every effort to use Marshall Medical Center (Marshall) or Barton Healthcare Systems (Barton) for patients requiring hospitalization and/or emergency services to the extent that the aforementioned facilities can provide the required services and to the extent medically appropriate. In the event that services cannot be provided at Marshall or Barton, Contractor will arrange to transfer patient to other California providers. If no 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.

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.

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).

Contractor, as the designated medical authority, shall communicate with the treating physician in the community regarding the care and treatment of hospitalized inmate(s) 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.

Contractor shall provide third party payer information to off-site providers when such information is available.

- i. **On-Call 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 on a twenty-four (24) hours a day, seven (7) days a week basis.
- m. **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 on a twenty-four (24) hours a day seven (7) days a week basis.
- n. **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.

- o. **Sick Call:** Sick call will be conducted five (5) days a week, with emergency response on weekends. Inmates shall be scheduled for sick call as soon as possible, or as indicated based on the medical condition.

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

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

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

- p. **Special Medical Diets:** Contractor Staff will evaluate the need for and ensure any medically required special diets are prescribed for Inmates as appropriate. Contractor will coordinate with facility food service management staff regarding the types of medically required special diets that can be offered to the Inmate population.
- q. **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.
- r. **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. Any further testing requirements established by the County Health and Human Services Agency Public Health Division will be the financial responsibility of the County. Contractor will provide nursing staff time to perform test(s), but the cost of testing beyond PPD and chest x-ray will be the financial responsibility of the Health and Human Services Agency, Public Health Division.

11. Services for Juvenile Facilities Population

- a. **Dental Services:** Contractor will be responsible for providing Wards dental services on an urgent need basis, utilizing local services outside the Facilities.
- b. **Detoxification from Drugs and Alcohol:** 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 "Intoxicated and Substance Abusing Minors," incorporated by reference as if fully set forth herein. No standing orders will be used.

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.

- c. **Food Service Health Clearance:** Custody staff will provide a list to Contractor on a weekly basis of Wards that are scheduled to work in the kitchen. 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.
- d. **Individualized Treatment Plans:** Contractor shall develop a written treatment plan for each Ward treated for a chronic medical problem requiring daily medication. 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. This treatment plan shall include referral to treatment after release from the Facility, when recommended by treatment staff.
- e. **Laboratory, Radiology, Pharmaceuticals, Medical Supplies, Equipment, and Medical Record Supplies:** Contractor shall be responsible for the purchase and provision of required pharmaceuticals, medical supplies, and medical records supplies. Contractor is responsible for purchasing required laboratory services and radiology services. Contractor shall comply with applicable regulations pertaining to pharmaceutical management, including but not limited to Title 15 CCR Section 1438.
- f. **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 County of El Dorado system who have already received a Medical Receiving Screening.

Facility Administrator or designee (i.e., County Juvenile Facility Probation staff) will complete the “Intake Health Screening” form, attached hereto as Exhibit D, and incorporated by reference herein. This form is for purposes of example only and may be modified to incorporate improvements in design that are mutually acceptable to the parties and approved in writing by Agreement’s Contract Administrator.

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. 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.

Requests to Contractor staff or on-call Contractor staff for consultation on screenings will be responded to as required. 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.

- g. **Medical Records:** 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 (18 years of age). County shall have access to all medical records; County shall be responsible for any destruction of all medical records.

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 (2) 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.

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.

Contractor shall be responsible for the maintenance of all medical records; however, said medical records shall be the property of the County.

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.

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

- h. **Medication Administration:** Contractor nursing staff shall be responsible for administering medications during the regularly scheduled hours of work. Medications will principally be administered on a two-times-a-day regimen. 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.

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.

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

- i. **Mental Health:** Contractor will provide a total of two (2) hours telepsychiatry services per week for both Juvenile Detention Facilities, allocated to each Facility on an as needed basis. Contractor will be responsible for all aspects of pharmaceutical

services at the Juvenile Detention Facilities including prescribing, ordering, management of psychotropic drug prescriptions, maintenance of Medication Administration Records (MARS) documentation, and inventory control to ensure a sufficient supply is maintained on hand during incarceration, and a two-week supply to be provided to Ward upon release.

- i. During all hours not covered by regularly scheduled Contractor staff, County shall provide trained non-licensed personnel to deliver medications acting on the order of a prescriber, pursuant to Title 15 CCR Section 1438 (b)(7), incorporated by reference as if fully set forth herein.
 - ii. Contractor shall provide training to Juvenile Facilities non-licensed personnel regarding safe administration techniques and common side effects of medications, in accordance with Title 15 CCR Section (a)(9), incorporated by reference as if fully set forth herein
 - iii. Contractor shall develop written policies and procedures for controlled administration of medication, pursuant to Title 15, CCR Section 1438 "Pharmaceutical Management," incorporated by reference as if fully set forth herein.
- j. **Off-Site Services:** 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.

Contractor shall not refer, or be responsible for, elective procedures that can be safely provided once a Ward is released from custody.

Contractor shall make every effort to use Marshall Medical Center (Marshall) or Barton Healthcare Systems (Barton) for patients requiring hospitalization and/or emergency services to the extent that the aforementioned facilities can provide the required services and to the extent medically appropriate. In the event that services cannot be provided at Marshall or Barton, Contractor will arrange to transfer patient to other California providers. If no 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.

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.

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).

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.

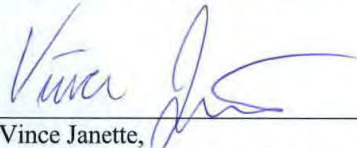
Contractor shall provide third party payer information to off-site providers when such information is available.

- k. **On-Site Medical Care:** Contractor shall perform a medical examination on Wards who are admitted to the Juvenile Facilities in accordance with Title 15, CCR Section 1432 "Health Appraisals/Medical Examinations" guidelines, incorporated by reference as if fully set forth herein.
- l. **On-Call 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 on a twenty-four (24) hours a day, seven (7) days a week basis.
- m. **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 on a twenty-four (24) hours a day seven (7) days a week basis.
- n. **Orthopedic or Prosthetic Appliances:** Contractor and Facility Administrator shall have developed, and Contractor shall comply with, a written plan for compliance 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.
- o. **Sick Call:** Sick Call shall be conducted five (5) days a week (Monday through Friday) by a Registered Nurse (RN). Emergency response shall be available on weekends (Saturday and Sunday). Sick call shall be conducted under standardized procedures pursuant to Title 15, CCR Section 1433 "Requests for Health Care Services," incorporated by reference as if fully set forth herein. Contractor shall ensure consultation by a physician is provided on-site once a week at the Juvenile Facilities.
- p. **Special Medical Diets:** Contractor Staff will evaluate the need for, and ensure any medically required special diets are prescribed for Inmates as appropriate. Contractor will coordinate with facility food service management staff regarding the types of medically required special diets that can be offered to the Ward population.
- q. **TB Screening:** 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 and Human Services Agency, Public Health Division will be the financial responsibility of the County. Contractor shall provide nursing staff time to perform test(s), but cost of testing beyond the PPD and chest x-ray will be the financial responsibility of County Health and Human Services Agency, Public Health Division.

- r. **Testing:** Contractor shall make available pap smears and testing for sexually transmitted diseases for sexually active minors within ninety-six (96) hours of intake.
 - s. **Vaccinations:** 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.
12. **Standard of Care:** Contractor agrees to perform its work and functions at all times in accordance with currently approved medical methods and practices consistent with the standards of the medical profession in the community. The sole interest of County is to ensure that said medical services should be performed and rendered in a professional, competent, efficient, and satisfactory manner.

Except as herein amended, all other parts and sections of that Agreement #034-S1411 shall remain unchanged and in full force and effect.

Requesting Contract Administrator Concurrence:

By: 
Vince Janette,
Deputy Probation Officer - Probation Department


Dated: June 1, 2016

Requesting Contract Administrator Concurrence:

By:  C138
Jackie Noren, Captain
El Dorado County Sheriff's Office

Dated: June 7, 2016

Requesting Department Head Concurrence:

By: 
Don Ashton, MPA Director
Health and Human Services

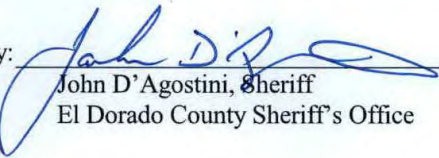
Dated: MAY 31, 2016

Requesting Department Head Concurrence:

By: 
Brian J. Richart, Chief Probation Officer
Probation Department

Dated: 6/11/16

Requesting Department Head Concurrence:

By: 
John D'Agostini, Sheriff
El Dorado County Sheriff's Office

Dated: 6/9/16


IN WITNESS WHEREOF, the parties hereto have executed this fourth Amendment to that Agreement for Services #034-S1411 on the dates indicated below.

-- COUNTY OF EL DORADO --

msj By:  Dated: 6/14/2016
Purchasing Agent
Chief Administrative Office "County" *ASSISTANT CAD*

-- CONTRACTOR --

California Forensic Medical Group, Inc.
A California Corporation

By:  Dated: 6/3/16
Taylor Fithian, M.D.
President, Treasurer and Secretary
"Contractor"

By:  Dated: 6/1/16
Donald Myl,
Chief Financial Officer

(KBG)

(034-S1411)

CONTRACT ROUTING SHEET

Date Prepared: 5/19/16

Need Date: 6/2/16

PROCESSING DEPARTMENT:

Department: Sheriff's Office
Dept. Contact: Kelley Golden *KG*
Phone #: 530-621-5657
Department: _____
Head Signature: *John DeVill* *5/24/16*

CONTRACTOR:

Name: CA Forensic Medical Group
Address: 2511 Garden Highway A160
Monterey, CA 93940
Phone: _____

CONTRACTING DEPARTMENT: Sheriff's Office

Service Requested: Medical/Dental/MH Services in the Jail and Juvenile Detention Facility
Contract Term: 07/01/13 - 06/30/18 Contract Value: \$3,414,794.37
Compliance with Human Resources requirements? Yes: _____ No: N/A
Compliance verified by: _____

COUNTY COUNSEL: (Must approve all contracts and MOU's)

Approved: X Disapproved: _____ Date: 5/26/16 By: *PSOaly*
Approved: _____ Disapproved: _____ Date: _____ By: _____

PLEASE FORWARD TO RISK MANAGEMENT. THANKS!

RISK MANAGEMENT: (All contracts and MOU's except boilerplate grant funding agreements)

Approved: ✓ Disapproved: _____ Date: 5/3/16 By: *JD*
Approved: _____ Disapproved: _____ Date: _____ By: _____

NOTE GL IS "CLAIMS MADE" POLICY - PER AGMT CONTRACTOR MUST MAINTAIN A 3 YR. extended reporting period.

EL DORADO COUNTY COUNSEL
2016 MAY 26 AM 10:26

EDC HR/RISK

OTHER APPROVAL: (Specify department(s) participating or directly affected by this contract).

Departments: _____
Approved: _____ Disapproved: _____ Date: _____ By: _____
Approved: _____ Disapproved: _____ Date: _____ By: _____

'16 MAY 27 PM 01:26