AGREEMENT FOR MEDICAL SERVICES IN LAKE COUNTY DETENTION FACILITY

The parties to this Agreement are the County of Lake ("County") and California Forensic Medical Group, Inc. ("CFMG").

The effective date of this Agreement is January 1, 2023. CFMG will supply the total services, described herein, for the entire agreement term through January 1, 2026, with the possibility of two, one year extensions thereafter, unless otherwise terminated. The terms of this Agreement are as follows: SRP DRG

1. County Facilities

The County operates an Adult Correctional Facility (Jail), located at 4913 Helbush, Lakeport CA (hereinafter called "Adult Facility").

2. Services to be Provided by CFMG

A. Under this Agreement, the responsibility for CFMG for the medical care of an inmate commences with the booking, medical clearance (notwithstanding services described in Receiving Screening in Exhibit "A"), and physical placement of said inmate into the Adult Facility.

B. Inmates on "temporary release" are not the responsibility of CFMG except those who are on temporary release to an employee of a law enforcement agency within the jurisdiction of Lake County or to any employee of the Lake County Probation Department. This includes any inmate who is on temporary release to receive inpatient medical care as authorized by CFMG within the terms of this agreement. Inmates in the custody of other police or penal jurisdictions located outside the County of Lake are not the responsibility of CFMG. CFMG has no responsibility to provide medical services to an inmate who has escaped.

C. CFMG will provide medical, behavioral health and dental care services for all adult inmates and medical, behavioral health and dental care as described in the original CFMG Proposal for the Provision of Medical, Behavioral Health and Dental Services to the Inmates of Lake County Adult Correctional Facility, dated September 7, 2022, which is hereby incorporated by reference as part of this Agreement, and will hereinafter be referenced as the CFMG Proposal. Copies of the CFMG Proposal are located at the Lake County Department of Health Services Office in Lakeport, California. In addition, scope of services to be provided 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 as necessary by mutual agreement of CFMG, the Sheriff or designee and the Health Services Director or designee. [We need a time frame for this update – for example, "as necessary" or "shall be reviewed by the parties annually and shall be updated by mutual agreement"

D. CFMG agrees to comply with the California Medical Association standards associated with health services in correctional institutions and will also comply with all applicable laws and regulations including the provisions of the California Code of Regulations, Title I5, Articles 4, 6 & 11, relating to medical services in correctional institutions in the State of California, California Welfare and Institutions Code Sections 5150, et seq., and 5600.4 and California Penal Code Section 4011.6.

E. CFMG agrees to update and maintain, in conjunction with the Lake County Sheriff's Office, policy and procedure manuals pertinent to the duties of all CFMG with respect to healthcare in the County's adult facility.

3. Agreement Documents

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

A. This Agreement including Exhibit "A", "Scope of Services to be provided"

B. Exhibit "B" Staffing Pattern

C. The CFMG Proposal for the Provision of Medical, Behavioral Health and Dental Services to the Inmates of the Lake County Adult Correctional Facility", dated September 7, 2022, incorporated into this Agreement by reference. Copies of said proposal are located at the CFMG Office in Monterey, California, and the Lake County Health Services Department Office in Lakeport, California.

These Agreement documents comprise the entire Agreement between County and CFMG. In the event of a conflict or discrepancy between the Agreement and its Exhibits, the terms of the Agreement shall control. [please keep in mind that updates will be occurring in Exhibit A so, while this language is standard, is this an accurate statement as to Exhibit A?]

4. STAFFING

A. CFMG 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. At all times during the term of the Agreement, CFMG assures the said staffing pattern will be maintained. CFMG agrees that all staff will have the necessary training, experience, competency and skilled with the proper licensure, certification, education and work experience for the provision of medical, dental and behavioral health care services within the Adult Facility. CFMG shall, in performing all services and duties under this agreement, provide only qualified personnel who are licensed, certified and/or registered, as necessary, to practice in the State of California, that are not debarred, exuded or suspended by any local, State or Federal regulatory agency from practicing and are acceptable to the Sheriff, Health Services Director (HSD), Behavior Health Administrator (BHA) or their respective designees. This section shall also apply to all CFMG subcontracted personnel.

B. LICENSES AND CERTIFICATION
All licenses and certifications necessary for CFMG to render medical, dental and behavioral health care services as provided by this agreement shall be maintained throughout the term of this agreement by CFMG, its staff members and subcontractors participating in this agreement. Failure to maintain any said license, certifications or any revocation or non-renewal of any said license will be grounds for termination of this Agreement by the COUNTY.

C. MINIMUM STAFFING PLAN
CFMG shall maintain, at a minimum, the staff levels as set forth in Exhibit B. CFMG's staffing levels shall be designed to be as cost-effective as possible while still meeting County's needs, fulling all requirements under this Agreement, and maintaining compliance with Title 15 of the California Code of Regulations. In the event the total adult inmate population increases or decreases substantially so that changes to the staffing plan in Exhibit B are necessary for CFMG to fulfill its obligations under this agreement, upon County's or CFMG's request, the parties shall enter negotiations in good faith to determine a mutually agreeable change to the staffing level in Exhibit B and compensation set forth in section 5 below.

D. STAFFING CREDITS
CFMG shall reimburse County for all unfilled shifts occurring during a Contract Year, as described in the "Annual Reconciliation" Section below. A shift that is filled via agency staff, PRN staff, or through the use of overtime or other incentives shall not be considered "unfilled."

5. COMPENSATION

A. In consideration for its services hereunder, the County shall pay to CFMG the base sum of $3,947,351for the period of January 1, 2023 through January 1, 2024.

B. Compensation for providing services in subsequent years and the per diem charge shall be adjusted on the anniversary date of the beginning of the agreement term. Said adjustment for each year shall be based upon the annual averaged percentage rate of the Medical Index of the CPI (U) in prior year, not to exceed a maximum of 5% annually. After Year 1 of the Agreement or as may become necessary due to external economic factors, the parties may meet and confer to agree to increase the maximum CPI adjustment beyond 5% or the reduction of services by mutual agreement.

C. In addition to the base fee, a per diem charge shall be payable by County on an annual basis, computed as follows: If the daily adult population should average in any calendar quarter during the term of this Agreement more than 315 per day, then the compensation payable under this Agreement shall be increased for that quarter by a per diem rate of $4.50 for each person in excess of the combined population average of 315 for that period. CFMG shall send to County documentation of such increase in average daily population and County shall pay the per diem amounts for each Contract Year within 30 days of the close thereof.

D. A per diem reduction charge shall be payable by CFMG on an annual basis, computed as follows: If the daily combined adult population should average in any calendar quarter during the term of this Agreement less than 315 per day, then CFMG shall compensate County using a per diem rate of $4.50 for each person below the population average of 315 for that period. County shall send to CFMG documentation of such decrease in average daily population and CFMG shall pay the per diem amounts for each Contract Year within 30 days of the close thereof.

E. . Payments to CFMG shall be made by an initial payment of 25% of the annual compensation outlined in Section 5(A), followed by nine (9) equal payments of the remaining fees with the first of such nine (9) payments being made in the second month of the Agreement.

F. County will have the ability to renegotiate fees and processes throughout the contract term based on the Medi-Cal claiming process and its effect on the jail medical population and CFMG contract.

G. With the assistance of CFMG, the County will coordinate between the Jail, Department of Social Services; DSS and Health Services, the Medi-Cal claiming process for signing up inmates to the Medi-Cal program and the claiming for county Medi-Cal reimbursement.

H. CFMG and County shall, at the conclusion of each Contract Year, collaboratively conduct an audit to determine the amount of staffing reimbursements and ADP credits due to, and owed by, each party. Staffing reimbursement shall consist of the wages for all unfilled shifts occurring during the Contract Year. ADP credits shall be billed or paid at the rates described above in this Section.

6. AGREEMENT MODIFICATION

The compensation identified in this agreement reflects the scope of services as outlined herein and the current community standard of care with regard to health care services. Should there be any substantial or material change in inmate distribution (e.g. types of chronic care patients), standards of care (including, but not limited to, changes in HIV/Aids therapy or Hepatitis C

therapy standards or material changes to the current Title 15 requirements), or scope of services (i.e. as described in Exhibit A), that results in additional material costs to CFMG, including but not limited to any court order, decree or otherwise stemming from a class action suit, the costs related to such change or modification are not contemplated herein and shall thus be negotiated with County in good faith. If the parties are unable to reach a mutual agreement on these costs within thirty (30) days from either party's written request to meet and negotiate in good faith, either party may terminate this agreement by providing the other party with ninety (90) days advance written notice.

Any modification of the description of services or staffing pattern attached as Exhibits "A", "B" or any other modifications shall require written notification and justification by CFMG or the Sheriff's Office, Health Services Department and formal approval by the Board of Supervisors.

7. FISCAL AND STATISTICAL RECORDS AND REPORTING

All books, records, reports and accounts maintained pursuant to this Agreement, related to CFMG 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. Notwithstanding anything to the contrary herein contained, nothing herein shall be interpreted or construed to require CFMG to take any action or refrain from taking any action which might jeopardize the proprietary, trade secret, confidential, or otherwise protected status of any of CFMG's information. CFMG or its management services provider is a member of a Patient Safety Organization pursuant to federal law (Patient Safety and Quality Improvement Act of 2005) and, notwithstanding anything to the contrary herein contained, nothing herein shall be interpreted to require CFMG to take any action that would require it to waive any rights or privileges afforded to CFMG under state or federal law.

8. MEDICAL RECORDS

CFMG shall maintain adequate medical, dental and behavioral health records, completely and separately on each individual patient which shall include diagnostic studies, individual treatment plan, and records of services provided by the various professional personnel in sufficient detail to make possible an evaluation of services, and contain all the data necessary in reporting to the State, including records of patients interviews and progress notes. All such records shall be maintained pursuant to applicable accreditation standards and laws concerning confidentially and security of patient information. Subject to applicable law regarding confidentiality of such records, CFMG shall comply with County's policy with regard to access by inmates and CFMG's staff to medical, dental and behavioral health care records. No information contained in the medical records shall be released by CFMG except as provided by County's policy, by court order, or otherwise in accordance with applicable law. All health care records shall be considered the property of County and shall be retained by County at the termination of this agreement. All such health records shall be maintained for a minimum of ten (10) years from the date of termination of this agreement. CFMG shall maintain complete and accurate medical health, behavioral health, optometry and dental records separate from County Jail confinement records of the inmates.

The County shall have access to all medical records during the term of the Agreement, in accordance with applicable law. CFMG shall ensure that its staff provides complete copies of medical records to the County as requested by the County and as determined by the County to be necessary in order for the County's timely response to petitions for writs of habeaus corpus and any and all other litigation and litigation-related matters. CFMG shall further ensure that its staff shall be available to testify if, at any time, it is determined by the County to be necessary to the County's defense of any of the above-described litigation matters.

9. FINANCIAL RECORDS

CFMG shall maintain complete and accurate financial records with respect to the services rendered and the costs incurred under this agreement, and to any payments to each of CFMG's employees or subcontractors. All such records shall be prepared in accordance with generally accepted accounting procedures, shall be clearly identified, shall be in compliance with all applicable grant agreements and shall be kept readily accessible and available for inspection by County.

10. REPORTS

Contractor shall provide County with customized detailed monthly statistical reports, operational reports, and staffing reports. All monthly and annual reports shall be provided upon a mutually agreed upon date. The monthly statistical report may include the following statistics, as requested by the County:

SRP

a. Sick call requests from inmates
b. Sick call visits

DRG

c. Health appraisals/assessments/evaluations
d. Inmates treated by a physician (and/or PA, NP, or RN) including psychiatrists
e. Intake screenings
f. Emergency department visits
j. Off-site clinic services
k. Suicide precautions
l. Suicide attempts
m. Number of Deaths
n. Pharmaceutical utilization (number of medication prescribed and types of prescribed medications and costs)
o. Dental Services
p. Optometry/Optician services
q. Radiology services (utilization and costs)
r. Laboratory services (utilization and costs)
s. Number of dialysis treatment
t. Case management/linkage services
u. Intimates testing positive for HIV/AIDS
v. Inmates testing positive for Hepatitis C
w. Inmates testing positive for Tuberculosis
x. Incidences of any other communicable disease
y. Number of transports (ambulance/Custody transport)
z. Behavioral Health treatment services/stats
aa. Number and costs of services to AB109 inmates
bb. Number of Inmates average per day
ii. Number of complaints average per day

Upon request by the Sheriff, PHO, HSD or BHA Directors, or their respective designee, CFMG must provide reports within five business days including, but not limited to, additional information related to CFMG's performance of this agreement for example, specific statistical information, such as medical malpractice incidents that may result in a claim and/or litigation, or performance-based standards including data reports that may be required. Notwithstanding anything to the contrary herein contained, nothing herein shall be interpreted or construed to require CFMG to take any action or refrain from taking any action which might jeopardize the proprietary, trade secret, confidential, or otherwise protected status of any of CFMG's information. CFMG or its management services provider is a member of a Patient Safety Organization pursuant to federal law (Patient Safety and Quality Improvement Act of 2005) and, notwithstanding anything to the contrary herein contained, nothing herein shall be interpreted to require CFMG to take any action that would require it to waive any rights or privileges afforded to CFMG under state or federal law.

CFMG shall also upon request by The Sheriff, PHO, HSD or BHA Director(s) or their

respective designee(s), provide claims for/from third party payers as needed for grant or other funding requirements on behalf of the County. If County must substantiate costs for the State or other agency for auditing or other grant or funding purpose, CFMG shall submit financial reports, which shall include all necessary and related costs regarding the provision of medical and behavioral health care to adult inmates upon request by the Sheriff, PHO, HSD and/or BHD Director(s).

11. PERSONNEL

A. CFMG'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 at each facility where said medical personnel are assigned.

C. CFMG 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. There will be an employee of CFMG designated as liaison person in the absence of the on-site Medical Director. The Chief Custody Officer will be the designated liaison person for the County.

E. CFMG will be responsible for time and attendance accountability and provide appropriate records to the County upon demand.

F. Employees must safeguard all property of the County of Lake. Medical equipment is to be used only by those trained and qualified in its use, and CFMG will be held responsible for damage resulting from negligence or carelessness on the part of the CFMG's employees

12. COOPERATION OF CLAIMS

A. Each party shall indemnify and hold the other harmless against all actions, claims, demands, and liabilities and against all losses, damage, cost, expenses, and attorney's fees, arising directly or indirectly out of an actual or alleged injury to a person or property in the same proportion that its own acts and/or omissions are attributed to said claim, demand, liability, loss, damage, cost, expenses, and/or attorney's fees. This provision shall not extend to any claim, demand, liability, loss, damage, cost, expenses, and/or attorney's fees covered by the insurance of either party.

B. Both of the parties shall cooperate fully in aiding the other to investigate, adjust, settle, or defend any claims, actions, or proceedings brought in connection with the operation of the County detention facility's health programs involving CFMG.

C. CFMG agrees to cooperate with County on any legal matters related to the health care services provided and shall respond verbally or in writing or give testimony in a court of law as part of the comprehensive health care services and at no additional cost to the County of Lake.

13. INSURANCE

A. CFMG shall procure and maintain, during the term of this Agreement, Professional Liability/Medical Malpractice Insurance with liability limits of at least $2,000,000 (one million dollars) per occurrence and $5,000,000 (three million dollars) aggregate for

protection against claims arising out of the performance of services under this Agreement

caused by errors, omissions, or other acts for which CFMG is liable.

B. CFMG shall procure and maintain Worker's Compensation Insurance for all CFMG employees to be engaged in work. For all work sublet, CFMG shall require subcontractors similarly to provide Worker's Compensation Insurance for all of the latter's employees to be engaged in such work unless such employees are covered by the protection afforded by CFMG's Worker's Compensation Insurance.

C. CFMG shall procure and maintain Public Liability and Property Damage Insurance during the term of this Agreement. Both bodily injury and property damage in an amount not less than $2,000,000 (two million dollars) per occurrence, including but not limited to endorsements for the following coverages: Personal injury, premises operations, and independent contractor's liability. CFMG shall require each subcontractor to procure and maintain, during the life of this agreement, similar Public Liability Insurance, with minimum limits equal to one- half the amount required for CFMG.

D. CFMG shall procure and maintain, during the term of this Agreement, Comprehensive Automobile Liability insurance, both bodily injury and property damage on owned, hired, leased and non-owned vehicles used in connection with CFMG's business in an amount not less than $1,000,000 (one million dollars) combined single limit coverage per occurrence. CFMG shall require each subcontractor to procure and maintain, during the life of this agreement, similar Automobile Liability Insurance, with minimum limits equal to one-half the amount required for CFMG.

E. Certificates of Insurance must be supplied to the County's Risk Management Division within two (2) weeks of the approval of this Agreement. Notice of cancellation must be provided to County in writing within thirty (30) days.

F. CFMG shall not allow any subcontractor to commence work on his subcontract until the insurance required of the subcontractor has been obtained.

G. CFMG shall provide County with a blanket "Additional Insured Endorsement" which covers all policies described in this section.

H. Any failure of CFMG to maintain the insurance required by this article, or to comply with this article, shall constitute a material breach of the entire Agreement.

14. NON-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 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. CFMG further agrees that this article will be incorporated by CFMG in all agreements 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 contract.

15. TERMINATION

A. Non Allocation of Funds -The terms of this agreement, and the services to be provided hereunder, are contingent on the approval of funds by the appropriating government agency. Should sufficient funds not be allocated, the services provided may be modified or this agreement terminated, at any time by giving CFMG thirty (30) days advance notice.

B. Breach of Contract - The county may immediately suspend or terminate this agreement in whole or in part, where in the determination of the Countythere is:

1. An illegal or improper use of funds
2. A failure to comply with any term of this agreement
3. A substantially incorrect or incomplete report submitted to the County
4. Improperly performed service

Except for the foregoing, this agreement may be terminated by either party should the other party materially default in the performance of this agreement for any reason other than listed above. Upon a material breach, this agreement may be terminated following the failure of the defaulting party to remedy the breach to the satisfaction of the non-defaulting party within five (5) County business day period which sets forth a specific means by which consent shall not be unreasonably withheld, the defaulting party shall immediately embark on its plan to cure. If the default is not cured within the time agreed, the non-defaulting party may terminate upon written notice specifying the date of termination.

C. Performance - The County may terminate this Agreement as set forth below at any time CFMG fails to carry out the Agreement provisions, or fails to provide the services or staffing as set forth in Exhibits "A", "B" and the original CFMG Proposal. The County shall give CFMG thirty (30) days written notice of conditions endangering performance. If, after such notice, CFMG and County do not agree that the condition has been resolved, then the County shall issue CFMG a written order to stop work immediately and to vacate the premises.

D. Either party may terminate this Agreement without cause upon giving ninety (90) days written notice.

16. INDEPENDENT CONTRACTOR

No relationship of employer and employee is created by this Agreement, it being understood that CFMG will act hereunder as an independent contractor, and none of the attending physicians, nursing personnel, or administrative support personnel performing services for CFMG pursuant to this Agreement, whether said person be member, partner, employee, subcontractor, or otherwise, shall have any claim under this Agreement or otherwise against County for sick leave, vacation pay, retirement benefits, social security, worker's compensation, disability, unemployment insurance benefits, or employee benefits of any kind.

17. STANDARD OF CARE

CFMG 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.

18. CIVIL RIGHTS

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

19. Use of Space and Equipment

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

20. SECURITY

County will provide for the safety and security of CFMG personnel in the same manner as provided for its employees working in the facilities.

21. TRANSPORTATION

The County shall provide and pay for routine transportation of prisoners. CFMG will pay for ambulance transportation when determined to be medically necessary by CFMG staff or in life-threatening emergency medical situations where no CFMG staff is available.

22. NOTICES AND COMMUNICATIONS

Any notice or communication given hereunder may be given by personal service or by United States Mail, postage prepaid, addressed to the parties as follows:

County of Lake:
Director of Health Services
922 Bevins Court
Lakeport, CA 95453

CFMG, Inc.:
California Forensic Medical Group, Inc.
Chief Legal Officer
3340 Perimeter Hill Dr.
Nashville, TN 37211

23. OFF-SITE AND PHARMACY CAPITATION

A. CFMG shall arrange and pay for all required hospitalization for inmates who have been medically cleared, booked, and physically placed in the adult facility. All off-site referrals require authorization by CFMG personnel and a signed referral form with the exception of life-threatening emergencies.

B. CFMG will use Sutter Lakeside Hospital for patients needing hospitalization and emergency services to the extent that they provide required services and to the extent medically appropriate.

C. CFMG agrees to identify all inmates referred to any Hospital who have other third party payment capabilities at the time of transfer. CFMG and County agree to exhaust all recovery possibilities prior to such services being a responsibility of CFMG. CFMG will be responsible for payment of all monies not covered by any other source of recovery up to the catastrophic limitation discussed in Paragraph D below.

CFMG financial liability for all off-site medical care, including but not limited to inpatient hospitalization, is limited to $15,000 (Fifteen thousand dollars) per incident, per inmate during each Contract Year.

D. CFMG is not financially liable for off-site inpatient psychiatric care.

E. CFMG financial liability for pharmacy costs related to the provision of HIV, Hepatitis, Biological Medications (such as blood-factor medications for treatment of hemophilia), and Long-Acting Injectable (LAI) medications (e.g., MAT, anti-psychotic, and other LAI medications) shall be capped at $50,000 in the aggregate per Contract Year.

F. During the term of this agreement, County may elect to participate in the Medi-Cal County Inmate Program (MCIP). Should the County elect to participate, CFMG and County will coordinate to facilitate Medi-Cal County Inmate Program (MCIP) eligibility of inmates and Medi-Cal payment for Medi-Cal covered Services.

a) County agrees to use its reasonable best efforts to facilitate Medi-Cal payment for items and services that are covered by Medi-Cal, and shall provide to or obtain from CFMG and other providers that furnish such services (or their designated agents) all documentation required to facilitate Medi-Cal payment for such services.

b) County expressly releases CFMG from any financial liability for health care items or services provided to an inmate where all the following are met: 1)such items or services are covered by Medi-Cal; 2) such items or services are provided to an inmate who is determined eligible for and enrolled in Medi-Cal as of the time such items or services are provided; and 3) the Medi-Cal payment is received by the County

b) Because of County's participation in MCIP, County and CFMG acknowledge that there is a net reduction in CFMG's liability for medical treatment costs for individual inmate and inpatient episodes. Accordingly, County and CFMG agree that CFMG will reimburse the Annual MCIP administrative Services share paid to the Department of Health Care Services (DHCS), and pay the quarterly non-federal share that will be invoiced from DHCS along with the paid claim analysis. CFMG will also reimburse the county for one hundred percent (100%) of the reduced liability (i.e., savings) that CFMG will realize for each individual inpatient episode which shall be paid by CFMG to the County. The maximum amount of annual reimbursement under this section shall be Fifty Thousand Dollars ($50,000). Upon request by the County, CFMG shall provide County documentation supporting any calculations and amounts due.

24. APPROVAL OF SUBCONTRACTS

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

25. APPROVAL OF EMPLOYEE HIRING

County retains the right to approve all CFMG employee hiring which said employees shall be subject to Sheriff background check. The Sheriff reserves the right to perform background or security checks of CFMG's employees as a condition of granting access to the Adult Facility. The Sheriff has the sole discretion to determine security acceptability of all CFMG personnel. At any time during the agreement period, any personnel found to be an unacceptable security risk shall not be given access to the facilities. No new employee shall be brought to the adult facility without the prior approval of the Sheriff or designee. The Sheriff will be informed when a CFMG employee leaves CFMG employment.

26. VACCINATIONS

CFMG will provide nursing time to give Influenza vaccinations, Hepatitis B vaccine inoculations and TB testing for Sheriff's Office Custody personnel. County shall provide record keeping and Hepatitis B vaccine. County will coordinate scheduling with CFMG.

27. NOTIFICATION OF SERIOUS HEALTH CONDITIONS

1. CFMG will notify designated Sheriff's Office personnel concerning significant health conditions of inmates.
2. CFMG will make reports to the Public Health Officer regarding all reportable conditions as specified by law.

28. COORDINATION WITH LOCAL AGENCIES

CFMG will notify the Health Officer and the Lake County Director of Health Services or designee within twenty-four hours of any inmate deaths or when inmates are admitted to any hospital for inpatient care.

CFMG shall make its best reasonable effort to cooperate with County agencies seeking to implement, study or design public health programs related to the jail, programs related to public health or improving population health in Lake County, and shall coordinate CalAIM initiatives with County agencies.

29. COMMUNICABLE DISEASE OUTBREAK IN FACILITIES

When the County Public Health Officer assesses the risk of a communicable disease outbreak to be such that preventive inoculation is required for jail staff and inmates, CFMG will cooperate and provide all staff necessary to complete the inoculations on-site. The County will provide and pay for the vaccines.

30. ADMINISTRATIVE MEETINGS

CFMG shall schedule, facilitate, and hold quarterly administrative meetings with designated County staff and/or their designees, to evaluated statistics, program needs, address problems/issues that may arise, and interrelationships between Sheriff's Office staff, Medical staff and Behavioral health care services staff and relationships with providers of emergency, inpatient, or Outpatient specialty care services.

31. ADHERENCE TO APPLICABLE LAW

CFMG agrees to adhere to Title XIX of the Social Security Act and conform to all other applicable Federal and State statutes and regulations, including the Health Insurance Portability and Accountability Act (HIPAA) of 1996, to preserve data integrity and the confidentiality of protected health information.

In witness whereof, the parties hereto have executed this Agreement.

Executed at Lakeport, California, on the 20th day of December, 2022.

COUNTY OF LAKE

By: Eddie J Crandell (Dec 22, 2022 17:21 PST)
CHAIR, Board of Supervisors

ATTEST:

SUSAN PARKER
Clerk of the Board of Supervisors

By: Johanna Delong (Dec 22, 2022 15:48 PST)
Deputy

CALIFORNIA FORENSIC MEDICAL GROUP, INC.

By: Grady Bazzel (Dec 23, 2022 08:54 CST)
President

77-0005793

APPROVED AS TO FORM:

County Counsel

By: _____
Deputy

Comprehensive Medical and Behavioral Health Care Services

SCOPE OF SERVICES

1. CFMG shall provide to COUNTY's adult inmates comprehensive medical and behavioral health care services, including dental, optometry and optician, pharmaceutical, diagnostic, and chronic care, that would typically be provided in a primary care, internal medicine, family practice, behavioral health clinic, home health, or other community-based setting.

2. CFMG shall be ready to implement and assume all responsibilities for on-site comprehensive medical and behavioral health care services to the adult inmates at the JAIL, identified herein and according to the terms and conditions of this Agreement, as of 12:01 AM on the 1st day of January, 2023.

3. CFMG shall be responsible for the arrangement of all outpatient medical services including medical therapy, diagnostics, laboratory, imaging and all other outpatient services that are not available at the adult inmate facility. CFMG shall be financially liable for such services as described in the Agreement.

4. CFMG shall be responsible for the arrangement of all off-site medical services as described in the Agreement. Psychiatric inpatient hospitalization will remain the responsibility of the COUNTY; however, CFMG shall coordinate and cooperate with COUNTY's DBH-contracted provider of psychiatric inpatient services for admittance of an inmate.

5. All services provided by CFMG shall be carried out in conformity with all applicable provisions of Title 15 of the California Code of Regulations and the CMA accreditation guidelines, as described in this Agreement.

6. Specific services provide by CFMG shall include, but may not be limited to:

   Medical Health:

   a. Chronic care
   b. Communicable disease control
   c. Dental
   d. Detoxification and alcohol and other drugs (AOD) withdrawal management, including Medication Assisted Treatment (MAT) services which consist of continuation of current treatment plans which are verified.
   e. First aid and emergency response/minor trauma capabilities (e.g., sutures)
   f. Fit for confinement and intake health screening
   g. Health appraisals
   h. Health education (including diabetic treatment education and other chronic disease related information)
   i. Laboratory
   j. Medical and dental prosthetic devices, hearing aids, and durable medical equipment
   k. Optometric and optician (including glasses)
   l. Physical therapy
   m. Physician services

n. Prenatal, pregnancy, obstetrical care, and family planning
o. Sick call
p. X-ray (radiological) and EKG (electrocardiogram)

Behavioral Health:

a. Case management, care coordination, discharge planning -including referrals and linkage
b. Consistent monitoring, contact with, and treatment of all inmates with serious mental illness (SMI); however, intensive services will be provided to those housed in administrative segregation or single cell housing
c. Crisis intervention, crisis stabilization, and crisis de-escalation
d. Development and implementation of behavior management plans in coordination with Jail staff for applicable inmates with SMI
e. Individual/group psychotherapy and psychoeducational groups
f. Behavioral health assessments and evaluations
g. Behavioral health treatment plan development
h. Participation in Behavioral Health Court
i. Coordination with SHERIFF to develop Behavior Management Plans for those inmates housed in administrative segregation or single cell housing
j. Psychiatric medication evaluation, administration, and monitoring
k. Substance use disorder (SUD) services to include assessments, treatment plan development, detoxification management, counseling, treatment of co-occurring/dual-diagnosis disorders, psycho-education. and medication assisted treatment consisting of continuation of current treatment plans which are verified.
l. Suicide prevention activities (risk assessment for suicidal ideation, training, and monitoring of safety cells)
m. Care coordination involving DBH regarding inmates on LPS Conservatorship

Other Services:

a. Collaborate with all care providers in the facility to determine the appropriateness of services and establish efficiencies, where possible
b. Electronic health record (EHR) maintenance/data security/retention
c. Emergency on-call medical/psychiatric coverage 24/7
d. Environmental safety
e. Medical waste disposal
f. Pharmaceutical distribution/monitoring and disposal
g. Pharmaceuticals (and pharmacist consulting services)
h. Quality assurance with quarterly QA/QI meetings
i. Re-entry, discharge planning, and coordination of care
j. Response to health record requests and release of information

l. Staff training

m. Statistics and record keeping

7. CFMG shall operate a medical and behavioral health care program that meets the local community standards of care.

8. CFMG shall operate health care programs at an adequate staffing level for 24-hour coverage using only licensed, certified, and professionally trained personnel and shall ensure that services are provided competently.

9. CFMG shall provide adequate staffing, including 24/7 coverage, provided at all times to meet all demands for medical, behavioral, and other health care needs. This will include on- call coverage 24-hours/day, 7-days/week (24/7) by a physician, psychiatrist, Family Nurse Practitioner, or Physician Assistant. A nursing supervisor and a licensed behavioral health clinician, are required to be available 24/7 as needed.

SERVICES PROVIDED

1. CFMG's responsibility for medical and behavioral health care services will begin at intake screening and will end at the completion of the discharge process of the inmate from the JAIL, including care coordination and linkage to care, as appropriate. Care coordination shall also include care provided while incarcerated and must include discharge planning to provide appropriate linkage to COUNTY-contracted or other community programs, upon release. Care coordination and collaboration must include the sharing of information between providers essential to the provision of appropriate services and care.

2. CFMG shall be given timely notice, either written or verbal, by SHERIFF, of any Bedside "Proxy" Bookings of adult inmates. Notwithstanding the foregoing, CFMG shall not be financially responsible for the cost of any medical treatment or health care services provided to any adult inmate prior to the inmate being formally booked and physically housed in a COUNTY JAIL, until such time that CFMG commences services.

3. CFMG shall make accommodations within the JAIL in order to prevent unnecessary use of outpatient/off-site specialty care service providers and inpatient hospitalizations, thereby reducing the dependence on JAIL resources for transportation of inmates and security.

4. CFMG shall provide a medical professional (i.e., Registered Nurse) to provide the medical and behavioral health care intake screening conducted at the time of booking. Intake screening shall be conducted 24-hours/day, including weekends and holidays. CFMG shall provide staffing for intake screening 24-hours/day. Medical and behavioral health care intake screening shall include identification of medical and behavioral health needs (including suicidal ideation) and substance use disorders. CFMG must *"bridge"* all verified, valid prescriptions for inmates entering the JAIL on prescribed medications, within 24 hours.

5. CFMG shall provide an initial health assessment that includes medical history, physical, and behavioral health assessment. The history portion should also include a review of COUNTY DBH's electronic health record (EHR) for behavioral health history at its earliest availability. Health assessments must be completed for all adult inmates within fourteen (14) days of booking. The health assessment must be conducted by a medical professional per the CMA Standards and appropriate Standardized Nursing Protocol. These Standardized Nursing Protocols will be sent to the Mid-Level designee, CFMG Medical Director and/or COUNTY's Health Officer for review. Additional health assessments of the inmates shall be conducted annually after the initial health assessment is completed.

6. CFMG shall ensure that there is a process for all adult inmates to initiate requests for health care services on a daily basis and that those requests are readily available to all inmates. CFMG shall use a priority system to triage requests within twenty-four (24) hours, not to exceed seventy-two (72) hours. Triage of sick call requests will be conducted by a registered nurse within their scope of practice.

7. CFMG shall be responsible for obtaining informed consent from adult inmates prior to providing care and treatment as required by law, except in the case of an emergency.

8. CFMG shall provide for nursing sick call to be held five days a week (Monday through Friday) at the JAIL, with emergency response on weekends. Physician sick call may be provided by either a Physician, Family Nurse Practitioner, or Physician Assistant. Sick call may be conducted by a Registered Nurse operating under standardized protocols and procedures.

9. CFMG shall conduct sick call in designated areas of the clinics or housing units, in as much privacy as security concerns will allow. Inmates will be scheduled to be seen at sick call as soon as possible or as medically indicated.

10. CFMG shall provide emergency response care for minor trauma incidents (i.e., on-site medical care treatment for minor injuries such as sutures, sprains, etc.) in order to minimize inmate transports.

11. CFMG shall provide psychotropic and anti-psychotic medication monitoring for the inmates, as well as court-ordered evaluations pursuant to Penal Code 4011.6. CFMG shall provide crisis coverage 24/7. In coordination with CFMG this coverage may be provided by county DBH as secondary support to CFMG staff.

12. CFMG shall be responsible for all psychiatric emergency services, including crisis intervention, crisis stabilization, and crisis de-escalation services for inmates within the JAIL.

13. CFMG shall provide emergency, medically necessary and non-emergency dental services, including a dental screening upon admission, oral exam within twelve (12) months of admission, routine x-rays and dental treatment (not limited to extractions) and oral hygiene instruction and preventive education for adult inmates.

14. CFMG shall provide pharmaceutical services at the JAIL, in accordance with CMA Standards and Title 15 CCR, Section 1216, or may subcontract with a qualified, State of California licensed on-site pharmacy to provide pharmacy services including, but not limited to:

    a. Medical and psychotropic pharmaceuticals
    b. Dispensing and delivery of medication
    c. Over-the-counter medications
    d. Pharmacist consulting services
    e. Pharmaceutical electronic monitoring/ordering system
    f. Pharmaceutical disposal services
    g. Prescription medications for inmates on temporary authorized release

15. CFMG shall provide basic optometry services provided by a licensed optometrist. Services shall include assessment, treatment, and consultation including examination of eyes for health and vision problems, prescriptions for glasses, and diagnosis and treatment of eye disease such as glaucoma, cataracts and retinal disorders. The selected bidder must provide, repair, or replace glasses, when necessary. All optometry equipment and supplies will be the responsibility of CFMG.

16. CFMG shall identify and provide chronic care treatment/therapy to all inmates in accordance with national medical standards and CMA Standards.

17. CFMG shall furnish and pay for the timely provision and repair of medical orthoses, prostheses, and other aids to impairment including, but not limited to, the following: braces, shoe inserts, splints, prostheses, prescription eyeglasses, hearing aids, corrective shoes, canes, walkers, and wheelchairs that are deemed medically necessary.

18. CFMG shall provide prenatal and obstetrical (OB) services to the inmates. If the need arises to refer an inmate to an off-site OB provider (depending on what type of obstetrical care is necessary), then CFMG will need to coordinate with JAIL staff for transport to all off-site scheduled appointments. CFMG shall notify DPH Public Health Nurses of pregnant inmates. Before starting any medications, CFMG will provide a pregnancy test to any inmate suspected of being pregnant to confirm pregnancy. Any pregnant inmate will be provided timely and appropriate prenatal care, counseling, specialized obstetrical services and postpartum care, as indicated. Care should be within nationally accepted care guidelines and will include:

    a. Pregnancy testing
    b. Comprehensive counseling in accordance with inmates' expressed desires for family planning
    c. Routine and high-risk prenatal care
    d. Advice on appropriate levels of activity, safety precautions, and nutritional guidance
    e. Management of pregnant inmates with substance use disorders
    f. Dietary supplements
    g. Observations for signs of pre-eclampsia
    h. CPSP services provide by physicians

19. CFMG shall provide birth control, if medically necessary, and family planning education. CFMG will coordinate with outpatient providers for pregnancy termination services, in accordance with Title 15 and California Penal Code, Section 4028 requirements. CFMG shall be responsible for the costs of all pregnancy termination services. For women who are on a method of contraception at intake, continuation of contraception will be considered on a case-by-case basis. Plan-B will be available at intake for women who report the need for emergency contraception. Women desiring to initiate contraception, including long-term options, will be scheduled with a provider to discuss available and clinically appropriate options at the inmate's request sixty (60) days prior to a scheduled release from custody.

20. CFMG shall be responsible for all laboratory services provided to inmates. CFMG shall be responsible for all necessary supplies including, but not limited to, supplies for specimen collections, phlebotomy services, specimen pick-up and delivery, laboratory testing, critical test value reporting, and timely response for urgent and routine laboratory orders. CFMG (or subcontractor of CFMG) must be CLIA (Clinical Laboratory Improvement Amendments) certified. All laboratory services will be provided in accordance with Lake County, State, and Federal client confidentiality requirement.

CFMG shall maintain standards and certification required by Clinical Laboratory Improvement Amendments (CLIA) and shall maintain Clinical Laboratory Registration (CLR) with the State. All CLIA and CLR certification and/or registration fees will be the responsibility of CFMG.

21. CFMG shall obtain and maintain medical waste generator registration with the State of California for the JAIL and develop a Medical Waste Management Plan, as required under the Medical Waste Management Act. CFMG shall be responsible for all fees associated with registration as a medical waste generator facility.

CFMG shall be responsible for the handling and disposal of medical and contaminated waste in accordance with all applicable state and local regulations.

22. CFMG shall provide for ancillary services (including coordination for laboratory, MRI, etc.) which can be performed off-site. CFMG shall attempt to provide services on-site, as much as possible.

23. CFMG shall arrange for dialysis treatments for adult inmates of the JAIL that require dialysis treatment.

24 CFMG shall provide behavioral health services, referred to as jail psychiatric services ("JPS"), in accordance with the requirements of SAMHSA. Behavioral health treatment services under the JPS program shall include, but are not limited to: evaluation and assessment, including dual-diagnosis; 24-hour crisis intervention; medication management; referral for acute psychiatric hospital care; consultation with custody to determine appropriate housing; assisting, coordinating, and participating with SHERIFF for monitoring of safety and isolations cells; coordination with the Behavioral Health Court in Lake County to facilitate alternatives to incarceration; group treatment, specifically designed to address dual-diagnosis issues; staff representation at Behavioral Health Court monthly meetings to assist in continuity of care; development and implementation of behavioral plans to change problematic behaviors.

25 CFMG may provide psychiatry services via tele-psychiatry, as appropriate.

26 CFMG shall provide appropriate care coordination and linkage to care, including robust discharge planning, as appropriate. Care coordination shall include care provided while the inmate is incarcerated beginning at intake screening through to discharge planning including appropriate linkage to COUNTY-contracted or other community programs, upon release. Care coordination and collaboration must include the sharing of information between providers essential to the provision of appropriate services and care, upon release of an inmate from COUNTY's JAIL Facilities Care Coordination will also include the following:

a. Coordinating aftercare arrangements
b. Making referrals to appropriate community programs
c. Coordinating appointments with community providers
d. Ensuring medications are continued with a 14-day supply following release
e. Assisting inmates with applying for financial help
f. Linking inmates to programs such as COUNTY's DBH Adult Division or other programs, as applicable
g. Assisting inmates with SMI in securing housing placements, scheduling appointments, and/or providing transportation arrangements.
h. Coordinate with DPH Public Health Nurses upon release of pregnant female inmates

27. CFMG shall develop and maintain an adequate communicable disease control program. The communicable disease control program must include:
    - Initiating testing all inmates for tuberculosis (TB) within five days of intake.
    - CFMG should also be able to identify and report communicable disease (including HIV, AIDS, TB, Hepatitis and STDs).
    - CFMG must screen and treat for any communicable disease when the Health Officer has designated the County as an area of an active outbreak. This includes RPR (rapid plasma region) testing at the time of booking of all male inmates under the age of 30 and all female inmates under the age of 35. Positive RPR results must be confirmed with a treponemal test within 48 hours, and initiation of treatment must ensue within 72 hours of receipt of confirmation.
    - CFMG shall also work closely with DPH on any significant emerging public health events impacting the community.

28. CFMG shall assume responsibility for utilization management for all inmates that are transported to an emergency department and/or are hospitalized for any length of time while in custody. CFMG shall review and monitor the inmate's medical case and shall make a good faith effort to actively pursue discharge of the inmate from the hospital and coordinate transportation of the inmate at the earliest possible time at which CFMG has the ability to resume appropriate treatment and medical care of said inmate within the JAIL. CFMG shall obtain appropriate releases of information and coordinate discharge planning with the hospital/provider.

29. CFMG may be requested to consult and collaborate with COUNTY's DBH on competency matters. It is anticipated that the services related to restoration to competency for misdemeanants (i.e., MIST -misdemeanor incompetent to stand trial) will be included in a separate scope of work in a future RFP. If CFMG is not selected to provide such services, CFMG shall be expected to work collaboratively with that selected provider of MIST services and all parties involved in the defendant's competency case.

30. At this time, the JAIL facilities are not designated as a treatment facility for the purposes of administering court-ordered involuntary psychotropic medications or for providing services for restoration of competency for misdemeanor defendants. However it is the intention of the COUNTY's SHERIFF and DBH to pursue such designation in the future to further assist inmates in need. At such time, the selected bidder of such services shall be expected to develop and implement policies and procedures for the administration of court-ordered involuntary medications, when appropriate (such as for MIST services or persons on LPS Conservatorship). In the intervening time prior to designation of the JAIL facilities as a treatment facility, CFMG shall be authorized to provide court-ordered involuntary psychotropic medications on an emergency basis.

CLINIC AND RECORDS MANAGEMENT

1) CFMG will maintain all records in accordance with Section 1205 of Title 15 of the California Code of Regulations and CMA accreditation guidelines.

2) CFMG shall implement its own clinic management system within the COUNTY'S Jail Facilities.

3) CFMG shall utilize an EHR system beginning on the contracted start date of services for documentation, management, and monitoring of inmates' medical and behavioral health care.

CFMG must maintain complete and accurate medical health, behavioral health, optometry and dental records separate from the JAIL inmate confinement records. In any criminal or civil litigation where the medical or behavioral health condition of an inmate is at issue, and/or upon written request of County Counsel or Risk Management, CFMG must provide the DPH Director, DBH Director, and/or COUNTY Health Officer (and/or designees) with access to such records. In the event of a possible HIPAA violation/breach/allegation, CFMG will cooperate with the County's Privacy and Security Officer(s), or designee(s).

CFMG must allow designated COUNTY staff electronic read-only access to health records and to the full EHR system (including ability to view reports). Disclosure of medical and/or behavioral health information to JAIL staff may be necessary for the health and safety of the inmates and JAIL staff and to properly manage or plan for placement and programming.

Existing health care records and all health care records prepared by CFMG will remain the property of the COUNTY. During this Agreement term, CFMG will act as the custodian of records for the COUNTY and shall respond to subpoenas regarding health care records and/or treatment. At the termination of this Agreement, all health care records will remain the property of the COUNTY.

CFMG will be responsible for responding to all records requests for medical and behavioral health care services in a timely manner and as allowable by HIPAA or other applicable laws, regulations, codes, and guidelines regarding medical and behavioral health care information. An accounting of records released shall be provided to SHERIFF, DPH, and DBH at least quarterly.

4. COUNTY'S DBH is required by the State Department of Health Care Services to collect data pertaining to behavioral health clients and services provided. Therefore, CFMG shall be responsible to report information regarding all inmates who receive services and which services were provided within the behavioral health treatment program to the DBH. Client's demographic record shall be recorded at initial contact with the inmate during the booking/intake process (or first applicable service provision) and service records shall be recorded every time behavioral health services are provided. Periodic records (which contain data elements that may change) shall be updated and recorded at initial contact, annually, and at discharge.

5. CFMG shall provide MCIP (Medi-Cal Inmate Program) reports to COUNTY regarding the utilization for said services, treatment, and related costs.

6. CFMG shall develop and implement a written medical and behavioral health care plan with clear goals, objectives and policies and procedures for the COUNTY's JAIL, including services provided to adult inmates for both medical and behavioral health care services. CFMG shall provide COUNTY with a copy of said written plan, including all policies and procedures, upon completion. CFMG shall also provide COUNTY with any updates to said written plan, policies and procedures, as developed, throughout the term of this Agreement.

7. CFMG shall be expected to respond promptly to any and all requests by the courts, via court order or subpoena, for medical or behavioral health care records.

8. CFMG shall work with DPH, DBH, and SHERIFF staff, as appropriate, to define the CFMG's roles in case of a disaster. CFMG shall develop and implement written procedures for a medical disaster plan in case of emergency or threat whether accidental, natural, or man-made.

9. CFMG shall track and report all health care services delivered to AB109 inmates.

PERFORMANCE AND OUTCOMES

1. CFMG shall submit annual program information regarding performance and outcomes, including measures that have been tracked for these specific purposes, and percentage of target met. All measures (i.e., performance metrics as identified in Exhibit L) must meet the CMA standards, as well as the categories identified below:

   a. Access to care: The ability of inmates to receive the right service at the right time.

   b. Effectiveness: Objective results achieved through health care services.

   c. Efficiency: The demonstration of the relationship between results and the resources used to achieve them.

   d. Satisfaction and Compliance: The degree to which inmates, COUNTY, and other stakeholders are satisfied with the services.

2. SHERIFF, DPH, and/or DBH may adjust the performance and outcome measures periodically throughout the duration of this Agreement, as needed, to best measure the program as determined by COUNTY. CFMG shall utilize a computerized tracking system with which performance and outcome measures and other relevant inmate data, such as demographics, will be maintained. The data tracking system may be incorporated into the CFMG's EHR or be a stand-alone database. SHERIFF, DPH, and DBH must be afforded read-only access to the data tracking system.

TRAINING/STAFF DEVELOPMENT

1. CFMG shall provide adequate orientation and training, at its cost, to all staff under their direction, including all required annual HIPAA confidentiality training.

2. CFMG shall provide adequate annual training for JAIL staff in medical and behavioral health observation of adult inmates.

3. CFMG shall require a skills and competencies assessment of staff annually and include follow-up training, as required.

4. CFMG shall provide protocol and standardized procedures training, as appropriate.

5. CFMG shall assure the cultural competency of health care staff, which may be accomplished through regular training activities made available to all personnel.

6. CFMG shall comply with Prison Rape Elimination Act (PREA) of 2003 and agree to have all JAIL staff trained initially and every two (2) years thereafter, by the SHERIFF staff.

7. CFMG shall provide annual training for SHERIFF correctional officers concerning various health care issues in the facilities. Such training will be jointly developed and scheduled at mutual convenience, and may include subjects such as symptoms and signs of withdrawal, suicide prevention, seizures, diabetes, etc.

STAFFING/FACILITIES

1. CFMG shall ensure that all personnel employed in the performance of this Agreement possess the required expertise, skill, and professional competence to perform their duties.

2. CFMG shall hire and maintain a Medical Director and a Psychiatrist. The Medical Director will be responsible to assure the quality of health care provided within COUNTY's JAIL Facility and will provide clinical supervision to the mid-level practitioners and other ancillary personnel who perform services pursuant to this Agreement. The Medical Director must be a licensed physician. COUNTY prefers for the Medical Director to be Board Certified in internal medicine or family practice, but this is not a requirement. However, CFMG shall attempt to actively pursue recruiting a Board Certified Medical Director. The Medical Director must have thorough knowledge of all current principles and practices of medicine. The Psychiatrist will work closely with CF MG behavioral health staff and will coordinate the behavioral health activities in the JAIL.

ADMINISTRATION

1. CFMG shall maintain a collaborative and open relationship with the COUNTY's DPH, DBH, and SHERIFF Departments in the provision of services and operations as well as future planning and evaluation of services.

2. CFMG will ensure their staff complete the Application for Facility Access and will be responsible for payment of the Live Scan clearance fees for each application. CFMG will abide by COUNTY's requirement for a background check on all personnel. COUNTY maintains the right to veto the use of any on- site employee or sub-contractor of CFMG.

3. CFMG shall communicate and consult frequently with the local medical community and other COUNTY-contracted providers, as well as family members of inmates in custody, as allowable by HIPAA regulations, to provide the most complete evaluation and treatment of incarcerated individuals.

4. CFMG shall coordinate with SHERIFF, and COUNTY's contracted emergency response ambulance provider, as needed, for emergency transportation needs.

5. CFMG shall make every effort to minimize the need to transport inmates from the JAIL to other providers for treatment by providing expanded services on-site or by other methods to reduce outpatient costs as well as SHERIFF'S staff transportation and custody costs. CFMG shall perform utilization review and case management services to monitor the necessity and appropriateness of inpatient hospital care and other outside medical services provided.

6. CFMG's health care personnel shall be available for court inquiries and/or appearances, when required. It will be CFMG's responsibility to compensate their staff for court appearances, which shall be at no added cost to COUNTY.

7. In the event of a HIPAA breach, violation, or allegation, CFMG shall fully cooperate with COUNTY Privacy and Security Officers, or designees.

8. CFMG shall provide appropriate and adequate interpreter services for inmates. CFMG shall also make sign language interpretation available, as needed.

9. CFMG shall establish and make available a process for receiving, investigating, and responding to and resolving any concerns relating to an inmate's grievance, concerning medical or behavioral health care provided.

10. CFMG shall work with the COUNTY's Health Officer who, under Section 1208 of the Penal Code, shall investigate health and sanitary conditions in every county detention facility. CFMG shall prepare for, and participate in, said annual health inspections of the COUNTY's JAIL Facilities. CFMG shall be responsible for the remediation of reported non-compliance pertaining to the provision of medical or behavioral health care services.

11. CFMG shall cooperate fully in aiding COUNTY to investigate, adjust, settle, or defend any claim, action, or proceeding, including writs of habeas corpus, brought in connection with the provision of medical or behavioral health care with which CFMG may be connected.

12. CFMG shall establish and facilitate a medical and behavioral health care audit Continuous Quality Improvement (CQI) committee comprised of CFMG's medical and behavioral health staff, as well as with active participation of the COUNTY'S Health Officer, or designee. The CQI committee shall prepare and review monthly data and statistical reports that will be provided to the COUNTY's DPH and DBH's Director, or their designees. Statistical reports should include workload data on sick call visits, wait time (from sick call slip submittal to sick call visit), health appraisals, etc.

13. CFMG must participate in quarterly administrative audit meetings, along with the SERIFF, COUNTY's DPH and DBH Directors, or designees, to assist with reviewing reports and ensuring compliance. The purpose of said meetings will be to evaluate statistics and program needs. The meetings will also be used to evaluate and address problems/issues that may arise internally and with interrelationships between custody, medical and behavioral health care services personnel as well as the CFMG's relationships with providers of emergency, inpatient, and outpatient specialty care services. Inmate grievances filed will also be reviewed as well as any current high profile inmate cases.

14. CFMG must conduct monthly Suicide Prevention meetings to discuss inmates on suicide precautions or that have been placed in the Safety Cell. This meeting may be combined with the SMI meeting, discussed herein, if approved by all parties.

15. CFMG must conduct bi-weekly meetings to discuss inmates in the JAIL who have been diagnosed with a SMI for care coordination for optimal quality of care and to address behavioral issues. The bi-weekly SMI meetings will include a multidisciplinary team with representatives from the SHERIFF, DPH, DBH, SS (Social Services) and CFMG's staff. The purpose of the meetings will be to monitor the progress of inmates with SMI who are in administrative segregation or single cell housing, to evaluate an inmate's housing situation and review the inmate's behavior management plan. Minutes shall be taken, recorded, and disseminated to all invitees and participants at the SMI meetings.

16. In the event of an inmate death, CFMG will conduct a mortality review of the case and will present its findings in a multidisciplinary mortality review meeting to be attended by SHERIFF, Health Officer, DPH, BHA, County Counsel, and CFMG 's staff. If inmate had a history of a mental illness, a psychological autopsy must also be performed by a CFMG psychiatrist, not involved in patient's treatment, and the results shall be presented at the mortality review.

EXCEPTIONS TO TREATMENT

1. CFMG will not be financially responsible for:
    a. Treatment costs incurred after an inmate is released from the COUNTY's physical custody.
    b. Elective medical care.
    c. Examples of elective medical care include, but are not limited to: cosmetic surgery, gastric bypass, or gender reassignment surgery.
    d. Psychiatric inpatient hospitalization.
    e. Health care provided to an infant following birth
    f. Any costs associated with smoking cessation treatment or classes.
    c. Any medical testing or obtaining samples, which are forensic in nature.
    d. Any experimental treatments.
    e. Any care provided without CFMG's prior knowledge.

2. CFMG shall be responsible for all medical and behavioral health care according to the terms of this Agreement while inmates are legally "in custody" of SHERIFF. Inmates are considered "in custody" upon booking of the inmate until the time the inmate is legally released from SHERIFF custody and will be maintained in the daily jail count regardless of where they are physically. However, individuals on supervised probation, or those that may be housed in an unidentified location (e.g., a witness or co-conspirator), shall not be included in the daily population count, and shall not be the responsibility of CFMG with respect to any claim, liability, cost, or expense for the payment and/or furnishing of health care services.

Exhibit B – Staffing Matrix

Wellpath Proposed Staffing Plan for Lake County									
Day Shift									
Position	**Mon**	**Tue**	**Wed**	**Thu**	**Fri**	**Sat**	**Sun**	**Hrs/Wk**	**FTE**
Health Services Administrator	8	8	8	8	8			40	1.00
Administrative Assistant	8	8	8	8	8			40	1.00
Discharge Planner	8	8	8	8	8			40	1.00
Nurse Practitioner / PA	8	8	8	8	8			40	1.00
Registered Nurse	12	12	12	12	12	12	12	84	2.10
Licensed Practical Nurse	12	12	12	12	12	12	12	84	2.10
MHP LCSW/LMFT	8	8	8	8	8			40	1.00
Medical Director	4*							4	0.10
Psychiatrist	4*							4	0.10
Dentist	4**							4	0.10
Dental Assistant	4**							4	0.10
Total Hours/FTE – Day								**384**	**9.60**
Night Shift									
Position	**Mon**	**Tue**	**Wed**	**Thu**	**Fri**	**Sat**	**Sun**	**Hrs/Wk**	**FTE**
Registered Nurse	12	12	12	12	12	12	12	84	2.10
Licensed Practical Nurse	12	12	12	12	12	12	12	84	2.10
Total Hours/FTE – Night								**168**	**4.20**
Weekly Total									
Total Hours/FTE per week								**552**	**13.80**

Signature: Susan Parker (Dec 22, 2022 13:19 PST)

Email: Susan.Parker@lakecountyca.gov

Signature: David R Garzoli, Regional Director (Dec 22, 2022 13:52 PST)

Email: dgarzoli@wellpath.us

Clean Draft Lake County Inmate Healthcare Services 12.8.22.DRG

Final Audit Report 2022-12-22

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Signer jbazzel@wellpath.us entered name at signing as Grady Bazzel
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Document e-signed by Grady Bazzel (jbazzel@wellpath.us)
Signature Date: 2022-12-23 - 2:54:40 PM GMT - Time Source: server- IP address: 107.77.232.19

Agreement completed.
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