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FOURTH AMENDMENT TO THE AGREEMENT FOR MEDICAL SERVICES IN LAKE COUNTY DETENTION FACILITY
(Effective October 1, 2026)

This Fourth Amendment, effective October 1, 2026 (this "Amendment"), to the Agreement for Medical Services in Lake County Detention Facility, dated January 1, 2023, as amended (the "Agreement") is by and between California Forensic Medical Group, Inc. ("CFMG") and the County of Lake, California ("County").

WHEREAS, California has qualified for a Section 1115 Demonstration Waiver pursuant to the Social Security Act, and has implemented the CalAIM Justice-Involved Initiative ("CalAIM") to expand Medi-Cal coverage to incarcerated persons receiving outpatient pre-release healthcare services and the Parties wish to establish a collaborative effort between CFMG and the County; and

WHEREAS, CFMG represents and warrants that it is a duly qualified provider of MAT and related services for incarcerated individuals, and the County has determined that it is necessary and desirable to engage CFMG to provide such MAT services at the facility; and

WHEREAS, the County requires Medi-Cal billing services to meet the requirements of CalAIM; and

WHEREAS, the Parties agree that CFMG's responsibilities related to CalAIM services are limited to the services expressly identified in this Amendment. The County and its designated partners remain responsible for ensuring delivery of any other required CalAIM services not specifically assigned to CFMG; and

WHEREAS, in accordance with Section 6, the Parties desire to amend the Agreement to memorialize such changes.

NOW, THEREFORE, in consideration of the mutual covenants herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. **RECITALS.** The Parties hereto incorporate the foregoing recitals as a material portion of this Amendment.

2. **AMENDMENT TO SECTION 5 OF AGREEMENT.** The Agreement shall be amended by deleting Section 5 in its entirety and inserting the following language in lieu thereof:

5. COMPENSATION

A. In consideration for its services hereunder, the County shall pay to CFMG the base sum of $4,577,574.04 for the period of January 1, 2026 through December 31, 2026.

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B. In consideration for CalAIM and Medication Assisted Treatment Program Services (MAT), the County shall pay to CFMG the sum of $541,926 for 3.10 Full Time Employees (FTEs) of CalAIM and MAT coverage and MAT services for up to 25 daily program participants. CalAIM billing services shall be invoiced to the County in accordance with Exhibit A-1, Section VI., 18 "Billing Support Services." This amount is in addition to the base sum identified in 5. A. above.

C. 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.

D. In addition to the base fee, a per diem charge shall be payable by County on a quarterly 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 $5.11 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 quarter within 30 days of the close thereof.

E. A per diem reduction charge shall be payable by CFMG on a quarterly 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 $5.11 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 quarter within 30 days of the close thereof.

F. Payments to CFMG will be made by the tenth of the month for that month and shall be 1/12 (one-twelfth) of the total described **in** 5 (A) as adjusted for each respective agreement year. Per-diem payments, if any, will be billed separately by CFMG on a quarterly basis.

G. In the event that CFMG utilizes LVN staff for night shift, CFMG shall issue to the County a credit in the amount of the difference between the fully-loaded hourly rate of LVN staff compared to RN staff, per hour worked by LVN staff. The credit shall be issued to the County on its next monthly bill. For example, if CFMG utilizes 20 hours of LVN night shift during the month of March, 2026, it would issue a credit to the County on its April, 2026 bill.

H. <u>STAFFING CREDITS</u>

I. 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

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filled via agency staff, PRN staff, or through the use of overtime or other incentives shall not be considered "unfilled."

3. **AMENDMENT TO EXHIBIT A OF THE AGREEMENT.** The Agreement shall be amended by deleting Exhibit A in its entirety and replacing it with Exhibit A-1 attached hereto and incorporated herein:

4. **AMENDMENT TO EXHIBIT B AND EXHIBIT B-1 OF THE AGREEMENT.** The Agreement shall be amended by deleting Exhibit B and Exhibit B-1 in its entirety and replacing it with Exhibit B-2 attached hereto and incorporated herein.

5. **AMENDMENT TO SECTION 24 TO THE AGREEMENT.** The Agreement shall be amended by deleting Section 24 to the agreement and replacing it in its entirety as follows:

24. APPROVAL OF SUBCONTRACTS

CFMG shall obtain prior written approval from County before subcontracting any obligation to provide services or perform delegated functions under this Agreement. Approval is at the discretion of the County but shall not be unreasonably withheld, conditioned, or delayed.

CFMG shall ensure that each subcontract is in writing and includes all applicable terms and conditions of this Agreement, including but not limited to licensing, certification, credentialing, insurance, and compliance requirements.

CFMG shall monitor each subcontractor's performance on an ongoing basis and shall ensure that subcontractors comply with all applicable federal, state, and Agreement requirements. CFMG shall require subcontractors to make records, books, contracts, computer systems, facilities, and other information available to County, upon reasonable notice, for audit, evaluation, and inspection records directly related to services provided under this Agreement.

If County, determines that a subcontractor's performance is deficient or noncompliant, CFMG shall determine the appropriate corrective action, impose remedies, revoke delegated activities, or terminate the subcontract as directed by County.

CFMG shall remain fully responsible for the performance, acts, omissions, compliance, and documentation of all subcontractors, whether approved by County or not.

6. **SEVERABILITY.** If any terms or provisions of this Amendment or the application thereof to any person or circumstance shall to any extent be invalid or unenforceable, the remainder of this Amendment or the application of such term or provision to person or circumstances other than those as to which it is held invalid or unenforceable shall not be affected thereby and each term and provision of this Amendment shall be valid and enforceable to the fullest extent permitted by law.

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7. **DEFINITIONS.** Capitalized terms used but not defined herein shall have the meaning ascribed to them under the Agreement.

8. **REMAINING PROVISIONS.** The remaining provisions of the Agreement not amended by this Amendment shall remain in full force and effect.

IN WITNESS WHEREOF, the Parties have caused this Amendment to be executed in their names or their official acts by their respective representatives, each of whom is duly authorized to execute the same.

AGREED TO AND ACCEPTED AS STATED ABOVE:

COUNTY OF LAKE

By: _____
Name: _____
Title: _____

ATTEST:
Name: _____
Title: _____

By: _____

APPROVED AS TO FORM:
Name: Lloyd C. Guintivano
Title: County Counsel

_____

CALIFORNIA FORENSIC MEDICAL GROUP, INC.

By: Signed by: Richard M. Medrano 6B069C297D984BB...
Name:
Title: President

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EXHIBIT A-1
SCOPE OF WORK

I. GENERAL

1. SCOPE AND STANDARD OF CARE. CFMG (hereinafter "CONTRACTOR") 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, family practice, behavioral health clinic, home health, or similar community-based setting.

2. OUTPATIENT ANCILLARY SERVICES. CONTRACTOR shall be responsible for the arrangement of all outpatient ancillary medical services including medical therapy, diagnostics, laboratory, imaging and all other outpatient services that are not available at the JAIL. CONTRACTOR shall be financially liable for such services as described in the Agreement.

3. OUTPATIENT HEALTHCARE AND HOSPITAL SERVICES. CONTRACTOR shall be responsible for the arrangement of all off-site healthcare services as described in the Agreement. Psychiatric inpatient hospitalization will remain the responsibility of the COUNTY; however, CONTRACTOR shall coordinate and cooperate with COUNTY's DBH-contracted provider of psychiatric inpatient services for admittance of an inmate.

4. CALAIM JUSTICE-INVOLVED INITIATIVE. CONTRACTOR shall assist COUNTY and its agencies with the implementation of the CalAIM Justice-Involved Initiative, as described in this Agreement.

5. LEGAL AND ACCREDITATION STANDARDS. All services performed by CONTRACTOR shall be carried out in conformance with National Commission on Correctional Health Care (NCCHC) accreditation guidelines and CCR Title 15. CONTRACTOR shall provide all services described herein, unless indicated otherwise.

II. MEDICAL SERVICES

Medical services provided by CONTRACTOR shall include the following:

1. INTAKE. CONTRACTOR shall provide a qualified 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. CONTRACTOR 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. CONTRACTOR must "bridge" all verified, valid prescriptions for inmates entering the JAIL on prescribed medications, within 24 hours.

CONTRACTOR's qualified medical professionals shall perform an evaluation of inmates presented at the JAIL for booking to determine whether such persons are fit for confinement at the

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JAIL. If CONTRACTOR determines that an inmate presented for booking is NOT fit for confinement, the inmate shall be transported to a local hospital for evaluation and clearance to be booked into the JAIL.

2. INITIAL HEALTH ASSESSMENT. CONTRACTOR 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 qualified medical professional and in accordance with applicable standards. CONTRACTOR's initial health assessment forms, policies and clinical protocols shall be reviewed, at least annually, by CONTRACTOR's Medical Director or a qualified designee, and COUNTY's Health Officer. Any inmate incarcerated in the jail for a period of one year or more shall receive a health assessment at least annually.

3. CHRONIC CARE. CONTRACTOR shall provide chronic care services to inmates of the jail who are diagnosed with chronic medical conditions. Chronic care services shall adhere to applicable standards.

4. SICK CALL. CONTRACTOR shall ensure that there is a process for all adult inmates to initiate requests for health care services on a daily basis and that request forms are readily available to all inmates. CONTRACTOR 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.
CONTRACTOR shall provide for nursing sick call to be held five days a week (Monday through Friday) at the JAIL. Physician sick call may be provided by either a Physician, Nurse Practitioner, or Physician Assistant.
CONTRACTOR shall conduct sick call in designated areas of the clinics or housing units. Such designated areas shall be private when possible, as permitted by JAIL security personnel. Inmates will be scheduled to be seen at sick call as soon as possible or as medically indicated.

5. COMMUNICABLE DISEASE. CONTRACTOR shall develop and maintain an adequate communicable disease control program, and shall collaborate with COUNTY DPH to address any significant emerging public health events which impact COUNTY. CONTRACTOR's communicable disease control program must include:
(a) Procedures for initiating tuberculosis (TB) testing for all inmates within five days of intake.
(b) Identification and reporting of communicable disease as required by law (including HIV/AIDS, TB, Hepatitis and other STIs)
(c) Procedures related to screening and treatment of inmates of the JAIL for an identified communicable disease when the COUNTY Health Officer has designated the COUNTY as an area of an active outbreak.

CONTRACTOR health services staff shall comply with all applicable communicable-disease reporting requirements under Title 17 of the California Code of Regulations, including 17 CCR § 2500 and applicable provisions of 17 CCR §§ 2641.5–2643.20, and shall submit required reports

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to the applicable local health officer, including the Lake County Public Health Officer when required by law.

6. DENTAL. CONTRACTOR shall provide dental services as required by Title 15 and NCCHC standards, and in accordance with the Dental Guidelines attached hereto and incorporated into this Agreement as Exhibit X.

7. FIRST AID AND EMERGENCY RESPONSE. CONTRACTOR shall provide basic first aid to inmates of the JAIL, and shall provide on-site emergency response care for minor trauma incidents (i.e., on-site medical care treatment for minor injuries such as sutures, sprains, etc.) when clinically indicated.

8. HEALTH EDUCATION. CONTRACTOR shall provide health education to inmates of the JAIL, including but not limited to education concerning diabetic treatment and chronic disease management (when applicable), oral hygiene and preventative measures, and family planning (when applicable).

9. DIAGNOSTICS. CONTRACTOR shall be responsible for all laboratory services provided to inmates of the JAIL. CONTRACTOR 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. CONTRACTOR (or subcontractor) must hold appropriate CLIA and CLR licensure.

All CLIA and CLR certification and/or registration fees will be the responsibility of CONTRACTOR.

CONTRACTOR shall be responsible for the provision or arrangement of all other imaging (e.g., x-ray, MRI) and other diagnostic services (e.g., EKG, biopsy) for inmates of the JAIL. CONTRACTOR shall make its best reasonable effort to provide or arrange for the provision of such services on the premises of the JAIL whenever possible.

10. PROSTHETICS AND DME. CONTRACTOR shall ensure 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, dental prostheses and wheelchairs that are deemed medically necessary. CONTRACTOR shall be financially responsible for any prosthesis or similar medical device ordered by CONTRACTOR medical or dental staff pursuant to this section.

CONTRACTOR shall coordinate with its Durable Medical Equipment (DME) provider, once contracted, to ensure that DME items approved under the DHCS CalAIM JI Policy and Operational Guide are billed directly to Medi-Cal Fee-for-Service (FFS), where applicable, for individuals eligible within the 90-day pre-release window. CONTRACTOR shall exclude from any invoices submitted to the COUNTY any DME costs that are billable through Medi-Cal FFS under the CalAIM JI coverage guidelines.

11. OPTOMETRY. CONTRACTOR 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

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treatment of eye disease such as glaucoma, cataracts and retinal disorders. CONTRACTOR shall provide, repair, or replace glasses when necessary. All optometry equipment and supplies will be the responsibility of CONTRACTOR.

12. PHYSICAL THERAPY. CONTRACTOR shall provide or arrange for the provision of physical therapy services when medically necessary.

13. PHYSICIAN/SPECIALTY SERVICES. CONTRACTOR shall provide or arrange for the provision of physician services, including specialty physician services (e.g., nephrology, oncology, gastroenterology) when medically necessary. Such services may be provided off-site, on the premises of the JAIL, or via telehealth when clinically appropriate.

14. OB-GYN/PREGNANCY/PRENATAL CARE. CONTRACTOR shall provide prenatal and obstetrical (OB) services to inmates of the JAIL. If the need arises to refer an inmate to an off-site OB provider (depending on what type of obstetrical care is necessary), then CONTRACTOR will need to coordinate with JAIL staff for transport to all off-site scheduled appointments. CONTRACTOR will offer 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 provided by physicians
(i) Assessments, education, and care coordination as required by the CalAIM Justice-Involved Persons program

CONTRACTOR shall further provide birth control, if medically necessary, and family planning education to inmates of the JAIL. CONTRACTOR will coordinate with outpatient providers for pregnancy termination services, in accordance with Title 15 and California Penal Code, Section 4028 requirements. Unless clinically contraindicated for a specific inmate, CONTRACTOR shall make emergency contraception available at intake for any inmate who requests such. CONTRACTOR shall provide contraception to inmates of the JAIL in accordance with the CalAIM Justice-Involved Persons program.

15. DIALYSIS. CONTRACTOR shall arrange for dialysis treatments for adult inmates of the JAIL that require dialysis treatment.

III. BEHAVIORAL HEALTHCARE AND PSYCHIATRY SERVICES

Behavioral healthcare and psychiatry services provided by CONTRACTOR shall include the following:

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1. CASE MANAGEMENT, CARE COORDINATION, DISCHARGE PLANNING. CONTRACTOR shall provide custody-based clinical case management, care coordination, and discharge planning, including referrals and linkage to community-based services. CONTRACTOR's role is limited to clinical coordination during incarceration; primary responsibility for reentry services, benefits enrollment, and community placement remains with designated County partners (e.g., LCBHS, DSS, Probation), as defined in County protocols.

2. PATIENTS WITH SMI, MONITORING. CONTRACTOR shall provide ongoing monitoring and treatment for inmates with SMI. At minimum:

(a) Monthly contact for inmates in general population

(b) Weekly behavioral health rounding for inmates housed in administrative segregation

(c) Twice weekly nursing rounding for inmates housed in administrative segregation

(d) All contacts shall be documented and reported monthly.

3. CRISIS INTERVENTION AND STABILIZATION. CONTRACTOR shall provide crisis intervention, stabilization, and de-escalation services, which shall include the following:

(a) Response to identified behavioral health crises shall occur within established custody response timelines;

(b) All crisis encounters shall be documented, including intervention and disposition;

(c) Monthly reporting shall include total crisis encounters and response metrics.

4. BEHAVIOR MANAGEMENT PLANS. CONTRACTOR shall collaborate with SHERIFF to develop and implement Behavior Management Plans (BMPs) for applicable inmates.

(a) CONTRACTOR initiates clinically indicated BMPs

(b) Plans shall be completed within 7 days of identification

(c) Plans shall be reviewed and updated at least every 30 days or upon significant change

(d) Roles for initiation, approval, and updates shall be defined in joint custody-clinical protocol.

5. INDIVIDUAL/GROUP PSYCHOTHERAPY AND PSYCHOEDUCATIONAL GROUPS. Individual psychotherapy may be provided as clinically indicated. Group psychotherapy and psychoeducational programming shall only be provided if included in the approved staffing matrix, regularly scheduled, and tracked. Monthly reporting shall include number of groups, type, and attendance. Absent these conditions, group services are not required under this Agreement.

6. BEHAVIORAL HEALTH SCREENINGS. CONTRACTOR shall complete behavioral health screenings and assessments consistent with NCCHC standards, including:

(a) Initial mental health screening within intake timelines

(b) Comprehensive behavioral health evaluation within 14 days of referral or identification

(c) Monthly reporting shall include number of assessments.

7. BEHAVIORAL HEALTH EVALUATIONS. CONTRACTOR shall evaluate inmates with identified mental health needs to determine level of care and develop treatment plans consistent with available staffing and scope. Provision of voluntary and involuntary outpatient mental health

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services shall be limited to services deliverable within the custody setting and supported by behavioral health staff.

8. BEHAVIORAL HEALTH TREATMENT PLANS. CONTRACTOR shall develop individualized treatment plans within 7 days of assessment for those enrolled in the Mental Health Special Needs Program. Treatment plans shall be reviewed and updated as clinically indicated. Monthly reporting shall include number and timeliness of treatment plans.

9. MONITORING- DISCIPLINARY OR ADMINISTRATIVE HOUSING. CONTRACTOR shall coordinate with SHERIFF to ensure appropriate behavioral health monitoring and implementation of BMPs for inmates housed in administrative segregation or single-cell housing, when clinically indicated, consistent with required contact frequency and documentation standards.

10. SUICIDE PREVENTION. CONTRACTOR shall implement suicide prevention activities, including risk assessment at intake and as clinically indicated, monitoring of safety cells, and staff training. All suicide-related precautions and incidents shall be documented and reported monthly.

11. PSYCHIATRIC SERVICES. CONTRACTOR shall provide psychiatric evaluation, prescribing, administration, and monitoring of psychotropic and antipsychotic medications, including continuity of care for existing regimens and clinically appropriate initiation when indicated, referral for acute psychiatric hospital care, and the performance of court-ordered evaluations pursuant to Penal Code 4011.6. CONTRACTOR may provide psychiatry services via tele-psychiatry, as appropriate.

12. COORDINATION WITH COURTS AND CONSERVATORS. CONTRACTOR shall coordinate care with LCBHS/DBH for inmates under LPS Conservatorship, including information sharing, treatment alignment, and discharge planning, consistent with COUNTY protocols and applicable law. CONTRACTOR shall also coordinate care with the Lake County Behavioral Health Court to facilitate alternatives to incarceration, including information sharing, treatment alignment, and discharge planning, consistent with COUNTY protocols and applicable law.

13. COMPETENCY MATTERS. CONTRACTOR may be requested to consult and collaborate with COUNTY's DBH on competency matters, and shall work collaboratively with any contractor or subcontractor contracted by COUNTY to provide services related to competency restoration. CONTRACTOR shall be authorized to provide court-ordered or emergency involuntary psychotropic medications.

IV. SUBSTANCE USE DISORDER AND DETOXIFICATION SERVICES

Substance use disorder and detoxification services provided by CONTRACTOR shall include the following:

1. MAT PROGRAM UTILIZATION. The MAT staffing and program costs were developed to accommodate up to 25 patients who are deemed clinically indicated for the MAT program. MAT utilization will be monitored and reviewed over a rolling 90-day period. If the MAT ADP exceeds

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25, both parties shall evaluate whether staffing and pricing adjustments are warranted based on actual utilization trends.

2. SUD SERVICES. SUD services shall be limited to services supported by qualified staffing and shall include:

(a) Screening and assessment;
(b) Medically supervised withdrawal management and associated treatment planning;
(c) Medication-Assisted Addiction Treatment (MAT);
(d) Contractor shall provide continuation and induction of buprenorphine and naltrexone in oral form only;
(e) Continuation of methadone shall be coordinated in conjunction with a community OTP;
(f) Induction and maintenance shall be provided only if supported by qualified staffing and protocols; otherwise, referral pathways shall be utilized;
(g) Counseling and co-occurring disorder treatment only if supported by qualified SUD staffing; and
(h) Monthly reporting shall include SUD assessments, withdrawal management cases, MAT continuation/induction (if applicable), and referrals.

3. DETOXIFICATION SERVICES. Detoxification services shall be performed under medical supervision and shall include the following:

(a) CONTRACTOR Medical personnel shall assess each inmate upon admission to the sobering cell.
(b) CONTRACTOR staff shall check inmates in the sobering cell upon admission, at least every six (6) hours thereafter, and at any time when requested by Custody Staff. Monitoring shall include direct observation of the inmate's level of consciousness, respiratory status, and signs and symptoms of withdrawal or medical distress. Increased monitoring frequency shall occur as clinically indicated based on the inmate's condition.
(c) CONTRACTOR staff shall document the date, time, and findings of each observation. Medical staff shall initial the special housing log used by Custody Staff and document all clinical observations, assessments, and interventions in the medical record. Documentation shall reflect ongoing evaluation of withdrawal symptoms and response to treatment.
(d) Custody staff will monitor sobering cells in compliance with California Code of Regulations, Title 15, Section 1056, Use of Sobering Cell, consistent with NCCHC standards (pg.158), and the Corrections Division Policy Manual. Custody and medical staff shall coordinate to ensure continuous observation and timely communication of any changes in the inmate's condition.
(e) CONTRACTOR shall provide individual treatment plans and treatment for all persons in custody with a need for drug and/or alcohol detoxification services. Individual treatment plans shall include withdrawal management protocols, medication as clinically indicated, and ongoing reassessment, and will be documented in the patient's medical record.

V. DISCHARGE PLANNING AND LINKAGE TO CARE SERVICES

Discharge planning and linkage to care services provided by CONTRACTOR shall include the following:

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1. DISCHARGE PLANNING, CARE COORDINATION AND LINKAGE. CONTRACTOR shall provide appropriate care coordination and linkage to care, including clinically appropriate discharge planning, as may be required by the CalAIM Justice-Involved Persons Program. 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, including making relevant medical, behavioral health, and SUD clinical information available to the in-reach provider via access to CONTRACTOR's EHR system. 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 30-day supply following release or a lesser supply of medications only when such lesser supply is clinically appropriate to treat a specific condition (e.g., 7-day course of antibiotics)
(e) Identifying inmates who require assistance with applying for financial help to County DSS
(f) Linking inmates to programs such as COUNTY's DBH Adult Division or other programs, as applicable
(g) Identifying inmates with SMI who require assistance in securing housing placements, scheduling appointments, and/or providing transportation arrangements to County DSS.
(h) Coordinate with DPH Public Health Nurses upon release of pregnant patients

2. MDT MEETINGS. For inmates who are pending release, and have significantly complex needs, CONTRACTOR discharge planner shall request a MDT meeting to discuss the clinical case, the appropriate location for placement post-release, and work closely with Lake County Department of Social Services and Lake County Behavioral Health Services for discharge planning. Clinical management of the inmates while he/she is incarcerated shall remain with the CONTRACTOR.

3. IN-REACH PROVIDERS. CONTRACTOR discharge planner shall collaborate with the CalAIM JI In-Reach Provider, preferably Lake County Probation, behavioral health linkage staff, and other members of the MDT, as appropriate, to support referrals for medical, behavioral health, and social services that promote continuity of care. This includes coordinating the provision of medications and, when appropriate, durable medical equipment prior to release as part of in-custody care coordination.
CONTRACTOR collaboration shall include the disclosure of clinical information necessary to facilitate a warm handoff to the receiving Substance Use Disorder (SUD) treatment provider, as appropriate.

4. CALAIM JII NON-PARTICIPANTS. For all inmates who are not eligible or decline to participate in the CalAIM JI Initiative, the MDT will assist CONTRACTOR in discharge planning pending release. CONTRACTOR and MDT shall provide counseling to the inmates on the importance of follow-up care and the potential consequences of lack of follow-up post-release through the MDT, inclusive of the CONTRACTOR and Lake County Probation. CONTRACTOR

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shall ensure that inmates who are not eligible or decline to participate in the CalAIM JI Initiative are provided with education/resource guides to social services including but not limited to housing and transportation through the MDT.

VI. PHARMACEUTICAL AND HEALTHCARE ADMINISTRATIVE SERVICES

Pharmaceutical and healthcare administrative services provided by CONTRACTOR shall include the following:

1. PHARMACEUTICAL SERVICES. CONTRACTOR shall provide pharmaceutical services at the JAIL, in accordance with Title 15 CCR §1216, or may subcontract with a qualified, State of California licensed 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;
(h) Maintaining contracts with local pharmacies for emergency access to critical medications when main pharmacy delivery services are unavailable or will cause delay in treatment;
(i) Collaboration with the Medi-Cal RX pharmacy when necessary.

2. PHARMACEUTICAL CAPITATION. CONTRACTOR's financial liability for pharmacy costs related to specified high-cost conditions (including HIV/AIDS, Hepatitis C, biologics, oncology, transplant-related medications, neuromuscular diseases, and long-acting injectables) shall be capped at $50,000 per Contract Year in the aggregate. All expenses above this cap shall be the responsibility of the COUNTY. CONTRACTOR shall provide COUNTY with quarterly pharmaceutical expenditure reporting against the cap.

3. UTILIZATION MANAGEMENT. CONTRACTOR 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. CONTRACTOR 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 CONTRACTOR has the ability to resume appropriate releases of information and coordinate discharge planning with the hospital/provider.
CONTRACTOR shall make every reasonable 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.

4. ELECTRONIC HEALTH RECORD. CONTRACTOR 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.

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CONTRACTOR 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 from County Counsel or Risk Management, CFMG must provide the DPH Director, DBH Director, and/or COUNTY Health Office (and/or designees) with access to such records. In the event of a possible HIPAA violation/breach/allegation, CONTRACTOR will cooperate with the County's Privacy and Security Officer(s), or designee(s).

CONTRACTOR 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 CONTRACTOR will remain the property of the COUNTY. During this Agreement term, CONTRACTOR 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.

CONTRACTOR 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.

5. HIPAA VIOLATIONS. In the event of a HIPAA breach, violation, or allegation of such, CONTRACTOR shall fully cooperate with COUNTY Privacy and Security Officers, or designees.

6. CLINIC AND RECORDS MANAGEMENT. CONTRACTOR shall implement its own clinic management system within the COUNTY'S Jail Facilities. Such system shall include the maintenance of all records in accordance with Section 1205 of Title 15 of the California Code of Regulations and applicable NCCHC guidelines.

7. HEALTHCARE PLANS. CONTRACTOR 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. CONTRACTOR shall provide COUNTY with a copy of said written plan, including all policies and procedures, upon completion. CONTRACTOR shall also provide COUNTY with any updates to said written plan, policies and procedures, as developed, throughout the term of this Agreement.

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

9. LOCAL COORDINATION. CONTRACTOR shall coordinate and communicate regularly with SHERIFF, COUNTY, COUNTY's contracted emergency response ambulance provider, the local medical community, and other COUNTY-contracted healthcare providers, concerning the

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healthcare needs of the JAIL's population and related operational matters such as emergency transportation, planning for the implementation of future services, and care coordination. CONTRACTOR shall further, as permitted by applicable law, communicate and consult on an as-needed basis with the families of JAIL inmates, local courts and social services providers, and local healthcare providers, to ensure appropriate treatment and evaluation of JAIL inmates.

10. INTERPRETER SERVICES. CONTRACTOR shall provide appropriate and adequate interpreter services for inmates, including sign language interpretation, as needed.

11. GRIEVANCES. CONTRACTOR 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.

12. QUALITY IMPROVEMENT COMMITTEE. CONTRACTOR shall establish and facilitate a medical and behavioral health care audit Continuous Quality Improvement (CQI) committee comprised of CONTRACTOR's medical and behavioral health staff, 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.

13. QUARTERLY AND ADMINISTRATIVE MEETINGS. CONTRACTOR must participate in quarterly administrative audit meetings, along with the SHERIFF, COUNTY's DPH and DBH Directors, or designees. The purpose of said meetings will be to evaluate statistics and program needs. The meetings will also be used to evaluate and address issues that may arise internally and with interrelationships between custody, medical and behavioral health care services personnel as well as the CONTRACTOR'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. SMI AND SUICIDE PREVENTION MEETINGS. CONTRACTOR 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.

CONTRACTOR 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, Social Services and CONTRACTOR 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.

15. LITIGATION. CONTRACTOR 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 by CONTRACTOR.

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16. DEATH NOTIFICATION. In the event of an inmate death, CONTRACTOR shall notify the County Public Health Officer and/or Director of Nursing within 24 hours in accordance with California Code of Regulations Title 22 §79787, and shall conduct a mortality review of the case in collaboration with County Public Health Officer and/or Director of Nursing to ensure compliance with California Code of Regulations, Title 15 §1046 and will present its findings in a multidisciplinary mortality review meeting to be attended by SHERIFF, Health Officer, County, BHA, County Counsel, and CONTRACTOR staff. If inmate had a history of a mental illness, a psychological autopsy must also be performed by a CONTRACTOR psychiatrist or a qualified mental health practitioner, not involved in the patient's treatment, and the results shall be presented at the mortality review.

17. REPORTS. CONTRACTOR shall track data related to healthcare services delivered at the JAIL and shall provide reports to COUNTY and SHERIFF as set forth in this Agreement. CONTRACTOR shall further provide COUNTY and SHERIFF with the following reports:

(a) CONTRACTOR shall track and report all healthcare services delivered to AB109 inmates on a quarterly basis.

(b) CONTRACTOR shall provide reports regarding the utilization, treatment and related costs of the Medi-Cal Inmate Program on a quarterly basis.

18. BILLING SUPPORT SERVICES. CONTRACTOR shall support the COUNTY's CalAIM billing workflows by capturing and transmitting required clinical and encounter information through the electronic health record, including documentation necessary to support pre-release service billing.

CONTRACTOR will utilize a third-party billing vendor and bill under the correctional facility's NPI, together with any applicable enrolled rendering, furnishing, or ordering, referring, or prescribing provider information required by DHCS. CONTRACTOR will provide support documentation, encounter capture, workflow coordination, and related operational activities necessary to facilitate compliant billing support.

On or after the County's DHCS-approved CalAIM go-live date, CONTRACTOR will invoice COUNTY monthly for billing support services, with each invoice reflecting an amount equal to 8% of the total sum of monies collected by COUNTY's accounts receivable from CalAIM Justice-Involved Initiative payors during the preceding month, less amounts refunded or credited to any such payor as a result of overpayments, erroneous payments or bad checks for the preceding month. Payment is due to the CONTRACTOR within 30 days of receipt of invoice.
CONTRACTOR and COUNTY shall:

(a) perform checks that (a)(i) it is not excluded, debarred, suspended or otherwise ineligible to participate in any state or federal health care programs; (ii) after reasonable inquiry at the time of retention, no employee or CONTRACTOR of such party involved in or receiving the third party billing services is (A) a "sanctioned person" under any federal or state health care program or law; (B) listed on the current Cumulative Sanction List of the OIG for currently sanctioned or excluded individuals or entities; (C) listed on the General Services Administration's List of Parties Excluded individuals or entities; (D) listed on the General Services Administration's List of Parties Excluded from Federal

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Programs; and (c) convicted of a criminal offense related to health care; and (b) shall screen its employees and contractors against the aforementioned exclusion and sanctions lists, at the time of hire and at least annually thereafter. Each party agrees that if, at any time during the Term of this Agreement, (i) it becomes excluded from any state or federal health care program, (ii) any of its employees, agents or contractors involved becomes excluded from any state or federal health care program or listed on any of the aforementioned lists, such party shall promptly notify the other party in writing upon becoming aware of such exclusion or listing;

(b) to comply with all applicable state and federal healthcare laws, including but not limited to the Anti-Kickback Statute, 42 U.S.C. §1320a-7b(b); the Physician Self-Referral Prohibition, 42 U.S.C. §1395nn; and the Criminal and Civil False Claims Acts, 18 U.S.C. §287 and 31 U.S.C. §3729; and

(c) to submit complete and accurate clinical documentation and claims data that is necessary for the third party billing vendor to perform the services.

19. ANNUAL REPORT. CONTRACTOR 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 tracked (i.e., performance metrics as identified in Exhibit L) must meet applicable Title 15 and NCCHC standards, and shall include, at minimum, measures related to the following categories:(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.

VII. STAFF AND TRAINING

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

2. COVERAGE. CONTRACTOR 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.

3. MEDICAL DIRECTOR AND PSYCHIATRIST. CONTRACTOR 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, CONTRACTOR shall actively pursue recruiting a board certified Medical Director if the Medical Director position is vacant. The Psychiatrist will work closely with CONTRACTOR behavioral health staff.

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4. BACKGROUND INVESTIGATIONS. CONTRACTOR 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. CONTRACTOR 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 CONTRACTOR.

5. COURT APPEARANCES. CONTRACTOR's healthcare personnel shall be available for court inquiries and/or appearances, when required by subpoena or any order of the court. It will be CONTRACTOR's responsibility to compensate their staff for court appearances, which shall be at no added cost to COUNTY.

6. HEALTHCARE STAFF TRAINING. CONTRACTOR shall provide adequate orientation and training, at its cost, to all staff under their direction, including all required HIPAA confidentiality training. CONTRACTOR shall require a skills and competencies assessment or review of staff annually and include follow-up training, as required. CONTRACTOR shall provide protocol and standardized procedures training, as appropriate, and shall ensure the cultural competency of health care staff, which may be accomplished through regular training activities made available to all personnel.

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

8. CORRECTIONAL OFFICER TRAINING. CONTRACTOR shall provide annual training for SHERIFF correctional officers concerning various health care issues in the JAIL. 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.
CONTRACTOR shall further provide annual training to SHERIFF correctional officers on the medical and behavioral health observation of adult inmates. Such training shall be scheduled at the mutual convenience of the parties.

VIII. EXCLUSIONS AND OTHER MATTERS

1. PROXY BOOKING. CONTRACTOR shall be given timely notice, either written, or verbal, by SHERIFF, of any Bedside "Proxy" Bookings of adult inmates. Notwithstanding the foregoing, CONTRACTOR 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 CONTRACTOR commences services.

2. UNNECESSARY TRANSPORTS. CONTRACTOR 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.

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3. FINANCIAL RESPONSIBILITY EXCEPTIONS. CONTRACTOR shall not be financially liable for the following:

(a) Treatment costs incurred after an inmate is released from the COUNTY's physical custody.

(b) Elective medical care as determined by CONTRACTOR's Chief Clinical Officer or their designee. Elective medical care shall be defined as care which, if not provided, would not, in the sole opinion of Company's Chief Clinical Officer or designee, cause the Inmate/Detainee's health to deteriorate or cause harm to the Inmate/Detainee's wellbeing. Decisions concerning elective medical care shall be consistent with the applicable American Medical Association (AMA) Standards.

(c) Psychiatric inpatient hospitalization.

(d) Health care provided to an infant following birth.

(e) Any costs associated with smoking cessation treatment or classes.

(f) Any medical testing or obtaining samples, which are forensic in nature.

(g) Any experimental treatments.

(h) Any care provided without CONTRACTOR's prior knowledge.

4. CUSTODY STATUS. CONTRACTOR 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 CONTRACTOR with respect to any claim, liability, cost, or expense for the payment and/or furnishing of health care services.

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EXHIBIT B-2
STAFFING MATRIX

Lake, CA Staffing Plan									
Position	Mon	Tues	Wed	Thur	Fri	Sat	Sun	Week	FTEs
Day Shift									
Health Services Administrator	8	8	8	8	8			40	1.000
Administrative Assistant	8	8	8	8	8			40	1.000
Discharge Planner	8	8	8	8	8			40	1.000
Nurse Practitioner / PA	8	8	8	8	8			40	1.000
Registered Nurse	12	12	12	12	12	12	12	84	2.100
Licensed Vocational Nurse	12	12	12	12	12	12	12	84	2.100
MHP LCSW/LMFT	8	8	8	8	8			40	1.000
Medical Director*	4							4	0.100
Psychiatrist*	4							4	0.100
Dentist**	4							4	0.100
Dental Assistant**	4							4	0.100
Total Hours/FTE - Day								**384**	**9.600**
Night Shift									
Registered Nurse/Licensed Vocational Nurse	12	12	12	12	12	12	12	84	2.100
Licensed Vocational Nurse	12	12	12	12	12	12	12	84	2.100
Total Hours/FTE - Night								**168**	**4.200**
Weekly Total									
TOTAL HOURS/FTE per week								**552**	**13.800**

*Schedule TBD

**every other week for 8 hours

Lake County Jail Staffing									
Lake County, CA - CalAIM Proposed Staffing Matrix Jail									
Position	**Mon**	**Tues**	**Wed**	**Thur**	**Fri**	**Sat**	**Sun**	**Hrs/Week**	**FTEs**
AA - Medi-Cal Eligibility Technician/\Telehealth Presenter	8	8	8	8	8			40	1
SUD- AODS		8		8				16	0.4
CalAIm Sub Total	8	16	8	16	8	0	0	56	1.4
Wellpath MAT Programs									
ADP up to 25									
POSITION	**Mon**	**Tues**	**Wed**	**Thur**	**Fri**	**Sat**	**Sun**	**Hrs/Week**	**FTEs**
NP/PA	4							4	0.100
RN MAT Coordinator/Dosing Nurse	8	8	8	8	8			40	1.000
SUD Counselor	8		8		8			24	0.600
MAT Sub Total	20	8	16	8	16	0	0	68	1.7
Grand Total	28	24	24	24	24	0	0	124	3.1