

AGREEMENT FOR MEDICAL SERVICES IN THE 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 July 1, 2018. CFMG will supply the total services, described herein, for the entire agreement term through June 30, 2019, unless otherwise terminated.

The terms of this Agreement are as follows:

1. County Facilities

The County operates an Adult Facility Jail, located at 4913 Hellbush, 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 health, mental health and dental care services for all adult inmates and health, mental health and dental care as described in CFMG's Proposal for the Provision of Medical, Mental Health and Dental Services to the Inmates of Lake County Adult Correctional Facility, dated March 24, 2005, 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 CFMG Office in Monterey, California, and the Lake County Department of Health Services Office in Lakeport, California. In addition, services will be provided as are more specifically described in Exhibit "A" which is attached to this Agreement and hereby incorporated as part of this Agreement. It is understood that procedures for accomplishing contracted services as described in Exhibit "A" will be updated by mutual agreement of CFMG, and the Sheriff or designee,
- 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, including the provisions of the California Code of Regulations, Title 15, Articles 8 & 10, relating to medical services in correctional institutions in the State of California.

- E. CFMG agrees to update and maintain in conjunction with the Lake County Sheriff's Department policy and procedure manuals pertinent to the duties of all CFMG and Sheriff personnel 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", "Services to be Provided"
- B. Exhibits "B" Staffing Pattern
- C. The CFMG Proposal for the Provision of Medical, Mental Health and Dental Services to the Inmates of the Lake County Adult Correctional Facilities", dated March 24, 2005, 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.

4. Staffing

CFMG agrees to maintain the staffing pattern as specifically described in Exhibits "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.

5. Payments

- A. In consideration for its services hereunder, the County shall pay to CFMG the base sum of \$2,665,613 for the period of July 1, 2018 through June 30, 2019.
- B. 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 305 per day, then the compensation payable under this Agreement shall be increased for that quarter by a per diem rate of \$5.91 for each person in excess of the combined population average of 305 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.
- D. 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 305 per day, then the CONTRACTOR shall compensate County using a per diem rate of \$5.91 for each person below the population average of 305 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.
- E. 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.

- F. The 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.

6. Agreement Modification

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 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.

8. Medical Records

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

9. 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

10. Cooperation of Claims

Each of the parties hereto shall be solely liable for negligent or wrongful acts or omissions of its representatives and employees occurring in the performance of this Agreement, and if either party becomes liable for damages caused by its representatives and employees, it shall pay such damages without contribution by the other party. Each party hereto agrees to indemnify, defend and save harmless the other party, its officers, agents and employees, from any and all claims and losses proximately caused by the party's solely negligent or wrongful acts or omissions.

CFMG shall cooperate fully in aiding the County to investigate, adjust, settle, or defend any claims, actions, or proceedings brought in connection with the operation of the County detention facilities health programs involving CFMG.

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.

11. Insurance

- A. CFMG shall procure and maintain, during the term of this Agreement, Professional Liability/Medical Malpractice Insurance with liability limits of at least \$1,000,000 (one million dollars) per occurrence and \$3,000,000 (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, contractual and independent contractor's liability. CFMG shall not commence work on this Agreement until it has had delivered to County an "Additional Insured Endorsement" naming County, its officers, employees and agents as additional insureds under each of the aforesaid policies in this paragraph. 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 and containing the "Additional Insured Endorsement", as required of CFMG, on a combined single limit basis, including property damage liability.
- 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 not commence work on this Agreement until it has had delivered to County an "Additional Insured Endorsement" naming County, its officers, employees and agents as additional insureds under each of the aforesaid policies in this paragraph. 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 and containing the “Additional Insured Endorsement” as required of CFMG, unless such exposure is covered by CFMG’s own insurance.

- 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 thirty (30) days in advance and the certificates shall include provision for said notice.
- F. CFMG shall not allow any subcontractor to commence work on his subcontract until the insurance required of the subcontractor has been obtained.
- G. 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.

12. 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.

13. Termination

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 “B1”, and the 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. Either party may terminate this Agreement without cause upon giving sixty (60) days written notice.

14. 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.

15. 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.

16. Civil Rights

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

17. 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.

18. 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.

19. 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.

20. 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 Financial Officer
2511 Garden Road Ste A160
Monterey, CA 93940

21. Hospitalization

- 1) 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.
- 2) 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.
- 3) CFMG agrees to identify all inmates referred to Sutter Lakeside 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 4 below.

- 4) CFMG financial liability for medical/surgical inpatient episodes is limited to \$22,000 (Twenty two thousand dollars). CFMG financial liability for ADAP inmates will be limited to \$12,000 aggregate if local jail inmates are excluded from participation in the ADAP program. This limited shall be adjusted each contract year based upon the average percentage increase of the Medical Index of the CPI (U) Western Region from February of the previous year through February of the new contract year not to exceed a maximum of 5% annually.
- 5) CFMG is not financially liable for off-site inpatient psychiatric care.
- 6) During the term of this agreement, Lake 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.

22. CALIFORNIA MEDICAL ASSOCIATION (CMA) Accreditation

CFMG agrees to maintain CMA accreditation for the duration of this agreement at the Adult Facility.

23. 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.

24. Approval of Employee Hiring

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

25. Vaccinations

CFMG will provide nursing time to give Influenza vaccinations, Hepatitis B vaccine inoculations and TB testing for Sheriff custody personnel. County shall provide record keeping and Hepatitis B vaccine through the budgets for the Jail. County will coordinate scheduling with CFMG.

26. Notification of Serious Health Conditions

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

27. Communicable Disease Outbreak in Facilities

When the County Health Director assesses the risk of a communicable disease outbreak to be such that preventative inoculation be 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.

28. Administrative Meetings

Quarterly administrative meetings will be held involving CFMG management staff, County's Director of Health Services, and the Sheriff or his designee.

29. 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 _____ day of _____, 2018.

COUNTY OF LAKE

CALIFORNIA FORENSIC MEDICAL GROUP

By: _____
CHAIR, Board of Supervisors

By: _____
Chief Financial Officer

77-0005793

ATTEST:

APPROVED AS TO FORM:

CAROL J. HUCHINGSON
Clerk of the Board of Supervisors

ANITA L. GRANT
County Counsel

By: _____
Deputy

By: _____
Deputy

EXHIBIT A

SERVICES: All services performed by Contractor shall be carried out in conformance with CMA Accreditation Guidelines and Code of Regulations, Title 15.

1. Receiving Screening

Adult Facility

- a) Custody staff will complete the Intake Health Screening form.
- b) CFMG nursing staff will respond to requests for consultation on screenings as required.
- c) When medically appropriate, Contractor will provide medical services on-site.
- d) CFMG staff have the authority to make the final decisions for accepting or not accepting inmates into custody prior to outside evaluation and treatment, based on mutually agreed upon medical criteria.
- e) Once an inmate is cleared by outside medical evaluation as per d), the final decision as to whether to accept the inmate or not will be made by jail management.

2. Health Inventory and Communicable Disease Screening

Adult Facility

- a) CFMG will perform a Health Inventory and Communicable Disease Screening on all inmates who reside in the Adult Facilities within 14 days.
- b) Included will be screening for tuberculosis and other communicable diseases. Lab tests will be performed per CMA guidelines or as medically indicated.
- c) The Health Inventory and Communicable Disease Screening will be completed by either the physician, the family nurse practitioner (FNP), physician's assistant (PA), or registered nurse (RN) specifically trained to conduct health appraisals.

3. Detoxification from Drugs and Alcohol

Adult Facility

- a) Detoxification services will be performed under medical supervision.
- b) Inmates will be assessed by medical personnel when admitted to the detoxification cell.

- c) CFMG staff will check inmates in the detoxification cells upon admission, every four hours thereafter, and any time when requested by Custody staff.
- d) CFMG staff will note the check on the log posted on the detoxification cell door.
- e) Custody staff will monitor detoxification cells as per Title 15 and/or CMA guidelines.

4. Sick Call

Adult Facility

- a) Sick call will be conducted five days a week with emergency response on weekends.
- b) Sick call will be conducted by a Family Nurse Practitioner, or a Physician.
- c) Sick call may be conducted by a Registered Nurse operating under standardized procedures.
- d) Sick call will be conducted in designated areas of the clinics or housing units, in as much privacy as security concerns allow.
- e) Inmates will be scheduled to be seen at sick call as soon as possible or as medically indicated.

5. Off-Site Services

Adult Facility

- a) CFMG will provide required medical/surgical inpatient hospital care, off-site specialty care, off-site clinic care, emergency room care, and other health-related ancillary services for those inmates who have been medically cleared, booked, and physically placed in the Adult Facility.
- b) All such care as described in a) above must be approved and referred by CFMG staff utilizing a CFMG, Inc. Referral form.
- c) CFMG will not refer or be responsible for elective procedures that can safely be provided when an inmate is released from custody.
- d) CFMG will provide outside providers with other third party payor information when available.

6. Laboratory, X-Ray, Pharmaceuticals, Medical Supplies, Equipment, and Medical Record Supplies

Adult Facility

- a) CFMG will be responsible for the purchase and provision of required pharmaceuticals, medical supplies, and medical record supplies.
- b) CFMG is responsible for purchasing required laboratory services and x-ray services.

7. On-Site Emergency Services - Adult Facility

- a) CFMG will provide FNP/PA/Physician personnel to provide consultations to nursing staff and to come to the facilities as required providing treatments 24 hours a day, seven days a week.

8. Mental Health Services - Adult Facility

- a) CFMG will provide on-site mental health care services to all jail inmates incarcerated in County custodial facilities and shall do so in satisfaction of all requirements of the California Medical Association (CMA) standards and Title 15 of the California Administrative Code. Furthermore, CFMG will meet all requirements of any other provision of law as it pertains to the provision of mental health care to inmates at a county custodial facility. It is understood that the services of the psychiatrist will be provided via telemedicine.
- b) Notwithstanding the foregoing provisions, regarding the services to be provided by CFMG, all court ordered referrals of persons charged solely with misdemeanor offenses for mental health services pursuant to Penal Code Sections 1367 et seq. are excluded from the services to be provided by CFMG pursuant to this Agreement and shall remain the responsibility of the County Mental Health Services Department and its Director. Also, notwithstanding the provisions set forth in paragraph "a" above, all court ordered referrals for mental health services made pursuant to Penal Code section 4011.6 are excluded from the services to be provided by CFMG pursuant to this agreement. These exclusions are limited to court-ordered evaluation and restoration to competency for purposes of inmate assisting in own defense. Such individuals will have the same access as any other inmate to routine and/or emergency mental health care as provided for in this agreement.
- c) Inmates in the adult custodial facility who require evaluation for danger to self or others or grave disability due to mental illness shall be assessed by Lake County Mental Health Services. Lake County Mental Health shall arrange for inpatient care at an appropriate facility for further evaluation and treatment as required by Penal Code Section 4011.6. CFMG will continue to provide all other required outpatient on-site services to such inmates.
- d) CFMG will be responsible for providing limited ongoing drug and alcohol counseling.

9. Dental Services

Adult Facility

- a) CFMG will be responsible for providing emergency dental services to all inmates in accordance with CMA standards.
- b) The dental services will be provided on-site.
- c) Inmates requesting dental services will be prioritized, and will be scheduled to see the dentist as soon as possible, as medically indicated.
- d) Medically necessary oral surgery that cannot safely be delayed until release from custody will be referred to outside specialists.

10. Medical Records - **Adult Facility**

- a) CFMG will be responsible for the maintenance of all medical records.
- b) The medical records will be the property of Lake County.
- c) CFMG will be the custodian of the active and inactive medical records generated after CFMG began operations.
- d) CFMG will adhere to all laws relating to confidentiality of medical records.
- e) CFMG will maintain all records in accordance with Code of Regulations, Title 15, Section 1205 and CMA accreditation guidelines.
- f) Pertinent medical information will be prepared to accompany all inmates when transferring to other detention/correctional facilities.
- g) Lake County will provide space to store medical records.

11. Medication Administration

Adult Facility

- a) CFMG nursing staff will be responsible for administering medications at the Adult Facility.
- b) Medications will principally be administered on a twice daily (BID) regime.
- c) As needed (PRN) medications will principally be administered on a BID regime.
- d) CFMG nursing staff will respond to requests for PRN medications at other times on an emergency basis as medically required.

- e) All pharmaceuticals will be used, stored, inventoried, and administered in accordance with all applicable laws, guidelines, policy, and procedure.
- 12. Food Service Health Clearance - **Adult Facility**, if applicable
 - a) Custody staff will provide a list to CFMG on a weekly basis of inmates that they wish to have work in the kitchen.
 - b) CFMG will provide a health clearance for each of these inmates and communicate with Custody staff to let them know whether or not the inmate is cleared to work in the kitchen.
- 13. Blood and Saliva Samples for Sex Offenders and 199.98 H&S Exposures
 - a) CFMG will obtain blood and saliva samples from inmates in compliance with Penal Code Section 292, based upon custody request. Count will provide testing materials.
- 14. Emergency First Aid - **Adult Facility**
 - a) CFMG shall respond and provide emergency first aid to County staff, visitors, and work alternative program detainees within the confines of the detention facilities.
- 15. Training - **Adult Facility**
 - a) CFMG will provide up to four hours of annual STC certified training for correctional officers concerning health care issues in the jail.
- 16. Prosthesis - **Adult Facility**
 - a) Medical and dental prosthesis and corrective eyeglasses are provided when the health of the inmate would otherwise be adversely affected as directed by the responsible physician or dentist.
- 17. Statistical Reporting - **Adult Facility**

No later than the third Friday of the following month, CFMG shall submit to the County statistics and information on the month's activities as follows:

Number of:

- inmates seen at sick call
- inmates seen by dentist
- infirmary/sheltered living or hospital admissions and patient days

- transfers to an off-site hospital emergency room
- medical specialty referrals
- Health Inventory/Communicable Disease Screening
- medications administered
- communicable disease summary
- annual Title 15 service audit

18. Other Administrative Requirements

- a) CFMG will be responsible for responding to inmate grievances concerning medical care in accordance with the jail policy.
- b) CFMG will be responsible for allowing medical personnel to testify concerning civil rights suits or any writs of habeas corpus filed by inmates. CFMG must also respond in writing to Custody staff concerning any such writs of habeas corpus or federal civil rights suits.

19. Quality Assurance Program - **Adult Facility**

- a) CFMG shall maintain a comprehensive quality assurance plan within 90 days of commencement of Agreement.
- b) CFMG will provide County with a copy of overall Quality Assurance plan and any updates or revisions of same. Quality Assurance plan will be adopted with the mutual concurrence of CFMG and County.
- c) CFMG shall provide County, upon request, with statistical summaries of quality assurance activities.

20. Other Services

- a) CFMG agrees to provide the following services adhering to IMQ and Title 15 guidelines: Prenatal care, inmates in isolation services, safety cell services, monitoring inmates in restraints, delousing and scabies, monitoring syringes and needles, preventative care, and pharmaceutical reviews.

21. Special Medical Diets

- a) CFMG staff will evaluate the need for and will prescribe medically required special diets for inmates as appropriate.
- b) CFMG will coordinate with Food Service management staff regarding the types of special medical diets which can be offered to the inmate population.

22. Personnel Services

- a) CFMG will comply with all laws relating to hiring/promotion practices to ensure that applicants for employment/promotion are not discriminated against because of race, religious creed, color, age, sex, sexual preference, marital status, handicap, or national origin.
- b) CFMG shall obtain all licenses necessary to provide medical services in Lake County Detention Facilities. CFMG will ensure that all of its employees, including Registry temporary employees, who render medical services, possess and maintain all applicable licenses and certificates. CFMG shall ensure that all staff work only within the scope of practice described by their license or certificate.
- c) CFMG will ensure that all of its new employees are afforded an orientation period.
- d) CFMG will provide in-service training for its personnel. Topics will be identified by the Nursing Supervisor who will also maintain records on subject matter and employee participation.

23. Policy and Procedure Manuals - **Adult Facility**

- a) CFMG will develop and maintain up-to-date written policy and procedure, protocol, and reference manuals in compliance with IMQ accreditation standards and Code of Regulations, Title 15.
- b) New policies and/or procedures will not be implemented or existing policies and procedures revised by either party without the mutual concurrence of CFMG and County.

24. The following attached Exhibit “**B**” is the minimum staffing pattern.

The allocation of provider time and actual schedules may vary. Physician time may be substituted for FNP/PA time on a one hour for two hour basis on an interim basis, subject to approval by County’s Director of Health Services.

Note: Shift patterns may be revised upon mutual agreement of Contractor and County.

EXHIBIT B

POSITION	S	M	T	W	TH	F	S	HRS	FTE	FACILITY
RN Manager		8-4	8-4	8-4	8-4	8-4		40	1.0	Hill Rd
PNP/PA		8-4	8-4	8-4	8-4	8-4		40	1.0	Hill Rd
RN	7-3						7-3	16	.4	Hill Rd.
LVN		7-3	7-3	7-3	7-3	7-3		40	1.0	Hill Rd
Clerk		to be assigned						20	.5	Hill Rd
LVN	1-9	1-9	1-9	1-9	1-9	1-9	1-9	56	1.4	Hill Rd
LVN/RN	3-11	3-11	3-11	3-11	3-11	3-11	3-11	56	1.4	Hill Rd.
LVN	11-7	11-7	11-7	11-7	11-7	11-7	11-7	56	1.4	Hill Rd.
Nursing Relief/OT/Training								32	.8	Hill Rd
Medical Director/ Physician	4 hours per week TO BE DETERMINED							4	.10	Hill Rd
LCSW/MFCC Psychiatric RN	40 Hours per week TO BE DETERMINED							40	1	Hill Rd
Psychiatrist	4 hours a week TO BE DETERMINED (Telemedicine)							4	.1	Hill Rd
Medical On-Call	24 hours a day, seven days a week									Hill Rd
Dentist	every other week for 8 hours							4	.1	Hill Rd
Dental Assistant	every other week for 8 hours							4	.1	Hill Rd

Days	7-3, 8-4, 12-4
Evenings	3-11
Nights	11-7