

**AGREEMENT FOR MEDICAL SERVICES IN  
LAKE COUNTY DETENTION FACILITY**

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

The effective date of this Agreement is July 1, 2019. CFMG will supply the total services, described herein, for the entire agreement term through June 30, 2022, unless otherwise terminated.

The terms of this Agreement are as follows:

1. County Facilities

The County operates an Adult Correctional 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 medical, mental health and dental care services for all adult inmates and medical, mental health and dental care as described in the original CFMG 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 Lake County Department of Health Services Office in Lakeport, California. In addition, scope of services to be provided are more specifically described in Exhibit "A" which is attached to this Agreement and hereby incorporated as part of this Agreement. It is understood that procedures for accomplishing contracted services as described in Exhibit "A" will be updated by mutual agreement of CFMG, Sheriff and Health Services Director 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 and regulations 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, California Welfare and Institutions Code Sections 5150, et seq., and 5600.4 and California Penal Code Section 4011.6.
- E. CFMG agrees to update and maintain in conjunction with the Lake County Sheriff's 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", "Scope of Services to be provided"
- B. Exhibit "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 Facility", 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

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

- B. LICENSES AND CERTIFICATION

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

- C. MINIMUM STAFFING PLAN

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

5. COMPENSATION

- A. In consideration for its services hereunder, the County shall pay to CFMG the base sum of \$2,745,582 for the period of July 1, 2019 through June 30, 2020.
- B. Compensation for providing services in subsequent years and the per diem charge shall be adjusted on the anniversary date of the beginning of the agreement term. Said adjustment for each year shall be based upon the annual averaged percentage rate of the Medical Index of the CPI (U) in prior year, not to exceed a maximum of 3% annually.
- C. 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 \$4.50 for each person in excess of the combined population average of 315 for that period. CFMG shall send to County documentation of such increase in average daily population and County shall pay the per diem amounts for each 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 315 per day, then CFMG shall compensate County using a per diem rate of \$4.50 for each person below the population average of 315 for that period. County shall send to CFMG documentation of such decrease in average daily population and CFMG shall pay the per diem amounts for each 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. 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

The compensation identified in this agreement reflects the scope of services as outlined herein and the current community standard of care with regard to health care services. Should there be any substantial or material change in inmate distribution (e.g. types of chronic care patients), standards of care (including, but not limited to, changes in HIV/Aids therapy or Hepatitis C therapy standards or material changes to the current Title 15 requirements), or scope of services (i.e. as described in Exhibit A), that results in additional material costs to CFMG, including but not limited to any court order, decree or otherwise stemming from a class action suit, the costs related to such change or modification are not contemplated herein and shall thus be negotiated

with COUNTY in good faith. If the parties are unable to reach a mutual agreement on these costs within thirty (30) days from either party's written request to meet and negotiate in good faith, either party may terminate this agreement by providing the other party with ninety (90) days advance written notice.

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

7. FISCAL AND STATISTICAL RECORDS AND REPORTING

All books, records, reports and accounts maintained pursuant to this Agreement, related to CFMG activities under this Agreement, shall be open to inspection and audit by the County upon demand during the life of this Agreement and for a period of four (4) years thereafter.

8. MEDICAL RECORDS

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

The County shall have access to all medical records. County shall be responsible for destruction of any and all medical records after ten (10) years.

9. FINANCIAL RECORDS

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

10. REPORTS

CFMG shall provide COUNTY's Sheriff, PHO, HSD and BHA Directors, and/or their respective designees, with monthly statistical reports on health care services utilization and costs, due on the fifteenth (15<sup>th</sup>) of each month, for all health care services provided during the preceding month and using the data set and report formats approved by COUNTY. Reports shall include but limited to, the following information:

- a. Sick call requests from inmates
- b. Sick call visits
- c. Wait time (from sick call slip submittal to visit)
- d. Health appraisals/assessments/evaluations
- e. Inmates treated by a physician (and/or PA, NP, or RN) including psychiatrists
- f. Intake screenings
- g. Emergency department visits
- h. Medical and Psychiatric inpatient hospitalizations
- i. Mandatory physicals
- j. Off-site clinic services
- k. Crisis intervention and crisis stabilization
- l. Chronic care clinic costs
- m. Suicide precautions
- n. Suicide attempts
- o. Number of Deaths
- p. Pharmaceutical utilization (number of medication prescribed and types of prescribed medications and costs)
- q. Dental Services
- r. Optometry/Optician services
- s. Radiology services (utilization and costs)
- t. Laboratory services (utilization and costs)
- u. Number of dialysis treatment
- v. Case management/linkage services
- w. Number of inmates signed by for Medi-Cal
- x. Inmates testing positive for HIV/AIDS
- y. Inmates testing positive for Hepatitis C
- z. Inmates testing positive for Tuberculosis
- aa. Incidences of any other communicable disease
- bb. Inmate mortality review
- cc. Number of transports (ambulance/Custody transport)
- dd. Behavioral Health treatment services/stats
- ee. Number of Behavioral Management Plans Completed
- ff. Number of BH Inmates waiting for a bed (transport)
- gg. Number and costs of services to AB109 inmates
- hh. Number of Inmates average per day
- ii. Number of complaints average per day

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

CFMG shall also upon request by SHERIFF, PHO, HSD or BHA Director(s) or their respective designee(s), provide claims for/from third party payers as needed for grant or other funding requirements on behalf of the COUNTY. If COUNTY must substantiate costs for the State or

other agency for auditing or other grant or funding purpose, CFMG shall submit financial reports, which shall include all necessary and related costs regarding the provision of medical and behavioral health care to adult inmates upon request by SHERIFF, PHO, HSD and/or BHD Director(s).

11. PERSONNEL

- A. CFMG's employees performing professional medical services shall be duly licensed by the appropriate body in and for the State of California.
- B. Copies of licenses and/or records of certification for all medical personnel are to be made available for examination by the County and/or by representatives of the County upon request. Copies shall be maintained at each facility where said medical personnel are assigned.
- C. CFMG shall have an on-site Medical Director who will be responsible to assure the quality of health care provided, and who will also supervise the practice of mid-level practitioners should such personnel be utilized.
- D. There will be an employee of CFMG designated as liaison person in the absence of the on-site Medical Director. The Chief Custody Officer will be the designated liaison person for the County.
- E. CFMG will be responsible for time and attendance accountability and provide appropriate records to the County upon demand.
- F. Employees must safeguard all property of the County of Lake. Medical equipment is to be used only by those trained and qualified in its use, and CFMG will be held responsible for damage resulting from negligence or carelessness on the part of the CFMG's employees

12. COOPERATION OF CLAIMS

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

13. INSURANCE

- A. CFMG shall procure and maintain, during the term of this Agreement, Professional Liability/Medical Malpractice Insurance with liability limits of at least \$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.

14. NON-DISCRIMINATION

No contractor who is the recipient of County funds, or who proposes to perform any work or furnish any goods under this Agreement, shall discriminate against any worker, employee or applicant or any member of the public because of religion, race, sex, color, handicap, medical condition, marital status, age (over 40) or national origin nor otherwise commit an unfair employment practice. CFMG further agrees that this article will be incorporated by CFMG in all agreements entered into with suppliers of materials or services, contractors and subcontractors, and all labor organizations furnishing skilled, unskilled, and craft union skilled labor, or who may perform any such labor or services in connection with this contract.

15. TERMINATION

- A. Non Allocation of Funds – The terms of this agreement, and the services to be provided hereunder, are contingent on the approval of funds by the appropriating government agency. Should sufficient funds not be allocated, the services provided may be modified or this agreement terminated, at any time by giving CFMG thirty (30) days advance notice.
- B. Breach of Contract – The county may immediately suspend or terminate this agreement in whole or in part, where in the determination of the COUNTY there is:
  - 1. An illegal or improper use of funds
  - 2. A failure to comply with any term of this agreement
  - 3. A substantially incorrect or incomplete report submitted to the COUNTY
  - 4. Improperly performed service

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

- C. Performance - The County may terminate this Agreement as set forth below at any time CFMG fails to carry out the Agreement provisions, or fails to provide the services or staffing as set forth in Exhibits "A", "B" and the original CFMG Proposal. The County shall give CFMG thirty (30) days written notice of conditions endangering performance. If, after such notice, CFMG and County do not agree that the condition has been resolved, then the County shall issue CFMG a written order to stop work immediately and to vacate the premises.
- D. Either party may terminate this Agreement without cause upon giving ninety (90) days written notice.

16. INDEPENDENT CONTRACTOR

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

17. STANDARD OF CARE

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



18. CIVIL RIGHTS

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

19. Use of Space and Equipment

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

20. SECURITY

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

21. TRANSPORTATION

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

22. NOTICES AND COMMUNICATIONS

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

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

CFMG, Inc.:  
California Forensic Medical Group, Inc.  
Chief Financial Officer  
2511 Garden Road Ste A160  
Monterey, CA 93940

23. INPATIENT HOSPITALIZATION SERVICES

- A. CFMG shall arrange and pay for all required hospitalization for inmates who have been medically cleared, booked, and physically placed in the adult facility. All off-site referrals require authorization by CFMG personnel and a signed referral form with the exception of life-threatening emergencies.
- B. CFMG will use Sutter Lakeside Hospital for patients needing hospitalization and emergency services to the extent that they provide required services and to the extent medically appropriate.
- C. CFMG agrees to identify all inmates referred to any Hospital who have other third party payment capabilities at the time of transfer. CFMG and County agree to exhaust all recovery possibilities prior to such services being a responsibility of CFMG. CFMG will be responsible for payment of all monies not covered by any other source of recovery up to the catastrophic limitation discussed in Paragraph D below.
- D. CFMG financial liability for medical/surgical inpatient episodes is limited to \$25,000 (Twenty five thousand dollars) CFMG financial liability for ADAP inmates will be limited to

\$15,000 aggregate if local jail inmates are excluded from participation in the ADAP program. Said adjustment for each year shall be based upon the average annual percentage increase of the Medical Index of the CPI (U) Western Region from February of the previous year for the new contract year, not to exceed a maximum of 3% annually.

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

24. CALIFORNIA MEDICAL ASSOCIATION (CMA) Accreditation

CFMG agrees to maintain CMA Accreditation at the County Adult Detention Facility throughout the term of this agreement, barring any obstruction from the physical design of the facility or for other reasons that are beyond CFMG's control and shall be responsible for the payment of accreditation related inspection and certification fees. CFMG shall promptly supply SHERIFF, HS Director and BH Administrator, and/or respective designees, with a hard copy (and electronic copy, if available) of subsequent updates or new publications made available of the CMA accreditation standards, throughout the term of this Agreement.

25. 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.

26. APPROVAL OF EMPLOYEE HIRING

County retains the right to approve all CFMG employee hiring which said employees shall be subject to Sheriff back ground 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.

27. 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.

28. 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 Public Health Officer regarding all reportable conditions as specified by law.

29. COORDINATION WITH HEALTH DEPARTMENT

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

30. COMMUNICABLE DISEASE OUTBREAK IN FACILITIES

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

31. ADMINISTRATIVE MEETINGS

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

32. 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 \_\_\_\_\_, 2019.

COUNTY OF LAKE

CALIFORNIA FORENSIC MEDICAL GROUP, INC.

By: \_\_\_\_\_  
CHAIR, Board of Supervisors

By: Andy P. Watson  
Chief Operating 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

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

Executed at Lakeport, California, on the \_\_\_\_\_ day of \_\_\_\_\_, 2019.

COUNTY OF LAKE

CALIFORNIA FORENSIC MEDICAL GROUP, INC.

By: \_\_\_\_\_  
CHAIR, Board of Supervisors

By: \_\_\_\_\_  
Chief Operating Officer

77-0005793

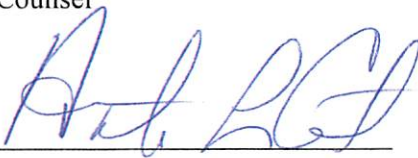
ATTEST:

CAROL J. HUCHINGSON  
Clerk of the Board of Supervisors

APPROVED AS TO FORM:

ANITA L. GRANT  
County Counsel

By: \_\_\_\_\_  
Deputy

By:  \_\_\_\_\_  
Deputy