Subject: Contract Amendment with California Forensics Medical Group (CFMG) for Jail-Based Competency Treatment (JBCT) Program

Department: Sheriff-Coroner

Contact: B. Callas
Phone: 530.538.2861

Meeting Date Requested: June 25, 2019
Regular Agenda ☐ Consent Agenda ☒

Department Summary: Information provided in this section will be included on the agenda. Attach explanatory memorandum and other background as necessary.

On August 14, 2018, the Board of Supervisors passed a resolution that authorized the Butte County Jail to be a Designated Treatment Facility for inmates deemed by the court to be mentally incompetent to stand trial. This designation allows the Butte County Jail to provide medically-approved medication to inmates found to be mentally incompetent and unable to provide informed consent due to a mental disorder. The Sheriff's Office signed a contract with the Department of State Hospitals (DSH) that prescribes the JBCT Program and defines terms and funding. DSH has agreed to pay the Sheriff's Office $2,100 per day for five inmate beds to care for and treat the inmates approved for the program.

The Sheriff’s Office is currently under contract with CFMG for the provision of inmate medical services. CFMG has the willingness and capability to provide the medical treatment required by DSH for the JBCT Program. CFMG will run the restoration of competency treatment services for inmates housed in the Jail who are eligible for the JBCT Program and will be compensated $1,280 per day to include all expenses related to the JBCT Program.

The Department recommends amending the contract with CFMG for the provision of JBCT. The amendment increases the maximum payable by $582,043, not-to-exceed $4,743,297. All other terms remain the same.

Fiscal Impact:

State funding of $2,100 per day appropriated.

Personnel Impact:

One Correctional Deputy added to the JBCT Program.

Action Requested:

Approve contract amendment and authorize the Chair to sign.

Administrative Office Review: Andy Pickett, Deputy Chief Administrative Officer

Revised: April, 2019
AMENDMENT TO CONTRACT
GREATER THAN $25,000.00

This Amendment to the Contract identified below, between the County of Butte and the Contractor identified below, reflects the mutual agreement between the parties to amend this Contract in consideration for the mutual promises contained herein.

<table>
<thead>
<tr>
<th>Amendment Number</th>
<th>Date of Amendment</th>
<th>September 26, 2018</th>
</tr>
</thead>
<tbody>
<tr>
<td>Contract Number</td>
<td>Date of Contract</td>
<td>January 14, 2015</td>
</tr>
<tr>
<td>Contractor</td>
<td>California Forensics Medical Group (CFMG)</td>
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<td>Previous Contract Price</td>
<td>$4,161,254.37 plus CPI years 4 &amp; 5</td>
<td>Fixed Price</td>
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<td>Net Change This Amendment</td>
<td>$582,043.58</td>
<td>Fixed Price</td>
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<td>Revised Completion Date</td>
<td>January 13, 2020 Amendment #2</td>
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<tr>
<td>Description of Additional Changes:</td>
<td>(If any provision of the Contract is being modified by this Amendment, include the amended form of the modified provision below.)</td>
<td></td>
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</table>

WHEREAS, COUNTY and CONTRACTOR, agree to amend the Agreement to increase services due to both County and Contractor’s participation in the California Department of State Hospitals (DSH) Jail Based Competency Treatment program (JBCT). This shall be effective when County has all required personnel, equipment, supplies and space for the program; no earlier than November 1, 2018 through the termination of this agreement.

NOW, THEREFORE, in consideration of the mutual promises contained herein, the parties agree to amend the Agreement as follows:

Article II, Health Care Services, Section 2.5 Scope of Services, in addition to the terms stipulated in the original contract by both Contractor and County, parties agree to add: administering a Jail-Based Competency Treatment (JBCT) program for the provision of restoration of competency treatment services for male and female individuals found by the courts to be Incompetent to Stand Trial (IST) under Penal Code section 1370. Contractor shall provide restoration of competency treatment services to felony IST Patient Inmates participating in the JBCT program.

Contractor shall ensure that a preliminary evaluation of each potential JBCT Patient Inmate is conducted through, at a minimum, a review of the
medical and mental health records of each prospective Patient Inmate, prior to admission into the JBCT program. Contractor shall provide the Central Valley Regional Conditional Release program (CONREP) with a written report as to whether the Patient Inmate is appropriate for treatment in the JBCT program within 10 judicial days of the court’s order for placement evaluation, unless the committing county’s felony IST referrals are being managed by the DSH Patient Management Unit.

Upon admission into the JBCT program, Contractor shall ensure that a more thorough assessment, treatment plan and administration of medications are conducted as indicated in Exhibit A-1, Program Elements, attached and incorporated herein.

**Article III, Staffing, Section 3.1**, in addition to the term stipulated in original contract both Contractor and County agree to increase Psychiatrist by .2 and Psychologist by .4, a full time Mental Health Clinician/Competency Trainer, and an Administrative Assistant by .5.

**Article IV, Compensation, section 4.6** The County agrees to pay Contractor $1,280.00 per day for participation in the JBCT program.

All other terms of this Contract shall remain in full force and effect and are hereby reaffirmed as originally stated or as previously amended by prior written amendment to this contract.

<table>
<thead>
<tr>
<th>COUNTY</th>
<th>CONTRACTOR</th>
</tr>
</thead>
<tbody>
<tr>
<td>Tamara Ingersoll</td>
<td>Cindy Watson</td>
</tr>
<tr>
<td>Deputy Director, General Services</td>
<td>California Forensic Medical Group</td>
</tr>
</tbody>
</table>

Contracts Division Date Date

EXHIBIT A-1
PROGRAM ELEMENTS

Page 2 of 10
1. PROGRAM ELEMENTS

A. Contractor shall coordinate with the committing court to ensure all required documents listed under Penal Code section 1370, subdivision (a)(3) are provided by the court for all Patient Inmates upon admission.

B. Psychological Assessment Protocol

i. Contractor shall administer a battery of individualized psychological assessments and testing upon admission. Standardized and semi-structured psychological tests shall be utilized to complete a preliminary assessment of the Patient Inmate’s current functioning, likelihood of malingering, and current competency to stand trial. Impediments to trial competency will be ascertained through the use of preliminary assessment instruments, including but not limited to:

1) Clinical Interview. The psychologist shall obtain information pertaining to the Patient Inmate’s psychosocial, psychiatric, legal history and barriers to competency. The Mental Status Exam (MSE) shall also be included in the interview;
2) Assessment of Malingering (as clinically indicated). Miller Forensic Assessment of Symptoms (M-FAST);
3) Assessment of Trial Competence. Evaluation of Competency to Stand Trial-Revised (ECST-R), the MacArthur Competence Assessment for Standing Trial for Defendants with Mental Retardation (CAST-MR); and

ii. Contractor shall complete additional malingering-specific assessments, integrating additional observable data reported by various disciplines on a 24/7 basis if preliminary assessment suggests the presence of malingering. If the screening instruments administered during the preliminary assessment raise suspicion that the primary barrier to trial competency is malingering, the following may also be utilized, including but not limited to:

1) Structured Interview of Reported Symptoms- Second Edition (SIRS2);
2) Test of Memory Malingering (TOMM);
3) Georgia Atypical Presentation (GAP);
4) Structured Inventory of Malingered Symptomatology (SIMS); or
5) Inventory of Legal Knowledge (ILK).

iii. Contractor may administer further cognitive assessments based on the specific cognitive deficit identified during the preliminary assessment. If the screening instruments conducted during the preliminary assessment raise suspicion that the primary barrier to trial competency is cognitive deficits, the following may also be utilized, including but not limited to:

1) Repeatable Battery for the Assessment of Neuropsychological Status (RBANS);
2) Wide Range Achievement Test 4 (WRAT4); or
3) Montreal Cognitive Assessment (MoCA).

iv. Contractor may administer additional instruments assessing personality and neuropsychiatric symptoms to complete further assessment of psychological functioning, including but not limited to:

1) Personality Assessment Inventory (PAI) psychological functioning; or
2) *Minnesota Multiphasic Personality Inventory-2 (MMPI-2).*

v. Contractor shall conduct follow up assessments of the Patient Inmate’s current competency to stand trial at 30-day intervals or more frequently as needed using any of the following, including but not limited to:
   1) *Evaluation of Competency to Stand Trial-Revised (ECST-R)*;
   2) *Revised Competency Assessment Instrument (R-CAI)*;
   3) *MacArthur Competency Assessment Tool – Criminal Adjudication (MacCAT-CA)*; or
   4) *Competence Assessment for Standing Trial for Defendants with Mental Retardation (CAST-MR)*.

vi. The assessment shall ascertain if trial competence is likely and medical issues would not pose a barrier to treatment. If bio-psychosocial issues contraindicate fast-track jail treatment, Contractor shall refer the Patient Inmate to a state hospital for treatment.
   1) At the discretion of the DSH Contract Manager, and if requested in writing, Contractor shall review and agree upon new Patient Inmates being forwarded for admission and/or retention into the JBCT program, which may contraindicate fast-track jail treatment.

C. Individualized Treatment Program

   i. Contractor shall identify specific deficits that result in incompetence to stand trial upon admission. Each deficit will be listed on the individualized treatment plan and will be targeted in the Patient Inmate’s treatment. Contractor shall use current standardized competency assessment tools, such as the MacArthur Competency Assessment Tool, after considering the totality of clinical and forensic circumstances.

   ii. Contractor shall provide an individualized restoration program according to the treatment approach subscribed to by the individual treatment teams and indicated by the Patient Inmate’s psychiatric condition, level of functioning, and legal context.

   iii. Contractor shall tailor individualized treatment regimens to the Patient Inmate’s specific barrier(s) to trial competency. Deficits identified in the competency assessment upon admission to the JBCT program shall be listed in the individual treatment plan and addressed by specific treatment interventions.

   iv. Contractor shall conduct case conferences weekly or as needed to re-assess Patient Inmates’ progress toward restoration of competence to allow the treatment teams to measure whether their treatment interventions are working, and whether additional treatment elements need to be incorporated into Patient Inmates’ treatment plans.

D. Multi-modal, Experiential Competency Restoration Educational Experience and Components

   i. Contractor shall provide educational materials presented in multiple learning formats by multiple staff to each Patient Inmate, e.g., a simple lecture format may
be replaced with learning experiences involving discussion, reading, video, and experiential methods of instruction, such as role-playing or mock trial.

ii. Contractor shall address the following elements in the education modalities of the competency restoration program, including but not limited to:
   1) Criminal charges;
   2) Severity of charges, namely Felony vs. Misdemeanor;
   3) Sentencing;
   4) Pleas including, Guilty, Not Guilty, Nolo Contender and Not Guilty by Reason of Insanity;
   5) Plea bargaining;
   6) Roles of the courtroom personnel;
   7) Adversarial nature of trial process;
   8) Evaluating evidence;
   9) Court room behavior;
   10) Assisting counsel in conducting a defense;
   11) Probation and Parole; and
   12) Individualized instruction as needed.

iii. Contractor shall provide additional learning experience through increased lecture time, as well as individual instruction to Patient Inmates who are incompetent due to specific knowledge deficits caused by low intelligence, but who may be restored to competence with additional exposure to the educational material.

E. Medication Administration and Consent

i. Contractor shall obtain proper authorization (e.g., informed consent for treatment, medication issues) from the Patient Inmates as soon as possible in accordance with professional standards of care and court practices.

ii. Contractor shall provide strategies to promote and incentivize voluntary psychotropic medication compliance.

iii. If involuntary psychotropic medication is not ordered by the court at time of commitment of a Patient Inmate to the JBCT program and the treating psychiatrist determines that psychotropic medication has become medically necessary and appropriate, Contractor shall request that the court make an order for the administration of involuntary psychotropic medication.

iv. Contractor shall administer involuntary psychotropic medication when medically necessary and appropriate upon the issuance of the court order.

F. Suicide Prevention/Adverse Events

Contractor shall develop a suicide prevention program and assessment procedures that shall include an adverse sentinel event review process. Contractor shall submit written suicide prevention procedures to the DSH Contract Manager for approval prior to activation of the JBCT program and annually thereafter.

G. Data Deliverables
i. The DSH shall provide a standardized data collection template. Contractor shall complete and submit this data collection to the DSH on a weekly basis with a deadline to be determined by the DSH. The template includes, but is not limited to, the following data elements:
<table>
<thead>
<tr>
<th>Term</th>
<th>Definition</th>
</tr>
</thead>
<tbody>
<tr>
<td>Patient Name</td>
<td>Last and First name of patient</td>
</tr>
<tr>
<td>Case Number</td>
<td>Court assigned case number for each individual court case. It can typically include letters and numbers.</td>
</tr>
<tr>
<td>Booking Number</td>
<td>Number that County Jail issues to an individual (per Forensics)</td>
</tr>
<tr>
<td>Gender</td>
<td>Male or Female</td>
</tr>
<tr>
<td>Date of Birth</td>
<td>Birthdate, Age can be determined using this date</td>
</tr>
<tr>
<td>Ethnicity</td>
<td>Type of social group that has a common national or cultural tradition. Caucasian/White, African American/Black, American Indian/Alaska Native, Asian, Native Hawaiian/Other Pacific Islander, Hispanic, Other</td>
</tr>
<tr>
<td>Language Spoken</td>
<td>Type of language spoken</td>
</tr>
<tr>
<td>Interpretive Services Utilized (YES/NO)</td>
<td>Was Interpretive services utilized? Yes or No</td>
</tr>
<tr>
<td>Referring County</td>
<td>County of referral and/or commitment</td>
</tr>
<tr>
<td>Commitment Date</td>
<td>Date of Commitment</td>
</tr>
<tr>
<td>Packet Received Date</td>
<td>Date Packet Received (including incomplete required documents)</td>
</tr>
<tr>
<td>Packet Completed Date</td>
<td>Date Packet completed (including all completed required documents)</td>
</tr>
<tr>
<td>Reason for Ongoing Pending Status</td>
<td>Provide a detail reason why the delay of admission</td>
</tr>
<tr>
<td>Screening Evaluation Completed Date</td>
<td>Date Screening Evaluation was completed</td>
</tr>
<tr>
<td>Screening Outcome</td>
<td>Outcome results of patient screened. Accepted or Rejected</td>
</tr>
<tr>
<td>Reason for Screening Rejection</td>
<td>Detail regarding reason for screening rejection. Bypassed/Triaged, Non-Roc, Medication, Substance-Related, Higher Level-of-Care, Other</td>
</tr>
<tr>
<td>Admission Date</td>
<td>Date of Admission</td>
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<tr>
<td>Involuntary Medication Order (YES/NO)</td>
<td>Is there a current court ordered IMO in place? Yes or No</td>
</tr>
<tr>
<td>IMO Effective Date</td>
<td>Date IMO was effective on, this is the same as their 1370 commitment date</td>
</tr>
<tr>
<td>Medication Adherence</td>
<td>Whether patients take their medications as prescribed. Fully Adherent, Intermittently Adherent, Refusing. (If applicable to program)</td>
</tr>
<tr>
<td>Did I/P Receive Invol Meds (YES/NO)</td>
<td>Was involuntary medication administered to patient? Yes or No</td>
</tr>
<tr>
<td>Date Invol Meds Initiated</td>
<td>Date of involuntary medication administered</td>
</tr>
<tr>
<td>Disposition of Discharge/Transfer</td>
<td>Final determination of patients status. Restored or DSH</td>
</tr>
<tr>
<td>Reason for Discharge/Transfer</td>
<td>Detail regarding reason for patients discharge or transfer.</td>
</tr>
<tr>
<td>Date Referred to DSH for Transfer</td>
<td>Date Referred to DSH for Transfer</td>
</tr>
<tr>
<td>Discharge/Transfer Date</td>
<td>Date of Discharge and or Date of Transfer</td>
</tr>
<tr>
<td>Discharge/Transfer Location</td>
<td>Location where patient will be discharged to. Jail, Atascadero SH, Coalinga SH, Metropolitan SH, Napa SH, Patton SH, Other: Must update Notes with Specific location.</td>
</tr>
<tr>
<td>Reason for delayed Discharge</td>
<td>Provide a detail reason why the delay of discharge.</td>
</tr>
<tr>
<td>Date ROC Certificate Submitted to Court</td>
<td>Date that ROC Certificate was submitted to Court</td>
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<td>Primary Diagnosis at Admission</td>
<td>Patients primary Diagnosis at time of Admission</td>
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<tr>
<td>Diagnosis at Discharge</td>
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<tr>
<td>Diagnosis of Malingering? (YES/NO)</td>
<td>Did the patient have a Malingering Diagnosis at any point during their stay in JBCT? Yes or No</td>
</tr>
</tbody>
</table>
ii. Contractor shall submit daily census reports to the DSH upon the first Patient Inmate admission, unless otherwise requested by the DSH.

iii. Contractor shall submit a summary performance report within 30 days of the end of the contract term, to include but not be limited to, the information stated above and:
   1) The total number of individuals restored to competency;
   2) The average number of days between program admission and discharge;
   3) The total cost of the program by budget category: personnel, operating expenses, administrative expense, custody and housing, and other direct operating costs as well as overall cost per Patient Inmate treated and the costs for those found to be malingering;
   4) The cost per cycle of treatment;
   5) A description of all implementation challenges; and
   6) Special incident reports and notification to the DSH of emergencies.

H. Reporting Requirements

i. Contractor shall submit a written report to the court, the community program director of the county or region of commitment, and the DSH Contract Manager concerning the Patient Inmate’s progress toward recovery of trial competence within 90 days of a commitment. The report shall include a description of any antipsychotic medication administered to the Patient Inmate and its effects and side effects, including effects on the Patient Inmate’s appearance or behavior that would affect the Patient Inmate’s ability to understand the nature of the criminal proceedings or to assist counsel in the conduct of a defense in a reasonable manner.

ii. Contractor shall verbally report any escape within 24 hours to the court that made the commitment, the prosecutor in the case, the Department of Justice, and the DSH Contract Manager, with a written report to follow within five business days.

iii. Contractor shall file a certificate of restoration with the court that made the commitment when the Program Director or their designee determines that the Patient Inmate has regained trial competence.

2. TREATMENT PROTOCOL

A. JBCT is an intensive, milieu-based treatment program that quickly facilitates competency through a combination of group and individual therapy.

B. Group therapy is central to the restoration process, and Contractor shall provide treatment daily to Patient Inmates. Group content should include one of the four group treatment domains: competency education, understanding and management of mental illness, physical exercise, and mental/social stimulation. Many group topics can be assimilated into the groupings, e.g., mock trial, music-based competency treatment, etc.

C. Contractor shall provide individual sessions per day to each Patient Inmate. Individual sessions may be used to check-in with Patient Inmates and/or discuss key legal
elements of the individual's case that may be too sensitive for group discussion. Specific competency issues can best be addressed individually, e.g., a Patient Inmate understands court proceedings but struggles to apply the knowledge to their individual case.

D. Contractor's psychiatrist shall see each Patient Inmate weekly. A psychiatric assessment is a component of the admission process, and more frequent appointments shall be available as needed.

E. Together on a weekly basis, the multi-disciplinary treatment team shall review:
   i. Progress of all Patient Inmates admitted within 30 days,
   ii. At subsequent 14-day intervals thereafter, and
   iii. When a Patient Inmate is under consideration for discharge. The multi-disciplinary treatment team shall be responsible for providing the committing court progress reports pursuant to Penal Code section 1370 subdivision (b)(1).
### 3. SAMPLE JAIL-BASED COMPETENCY TREATMENT GROUP THERAPY SCHEDULE

<table>
<thead>
<tr>
<th>Time</th>
<th>Monday</th>
<th>Tuesday</th>
<th>Wednesday</th>
<th>Thursday</th>
<th>Friday</th>
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<tbody>
<tr>
<td>0800-0850</td>
<td><strong>Staff Member 1:</strong> Therapeutic Movement</td>
<td><strong>Staff Member 2:</strong> Wake-up Activity</td>
<td><strong>Staff Member 2:</strong> Wake-up Activity</td>
<td><strong>Staff Member 2:</strong> Wake-up Activity</td>
<td><strong>Staff Member 3:</strong> JBCT Incentive Store</td>
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<tr>
<td>0900-0950</td>
<td><strong>Staff Member 3:</strong> Wellness Education</td>
<td><strong>Staff Member 4:</strong> My Life, My Choice</td>
<td><strong>Staff Member 2:</strong> Arts &amp; Crafts</td>
<td><strong>Staff Member 4:</strong> What Would You Do?</td>
<td><strong>Deputy:</strong> Activity of Daily Living Groups</td>
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<tr>
<td>1000-1050</td>
<td><strong>Staff Member 5:</strong> Current Events</td>
<td><strong>Staff Member 3:</strong> Wellness Education</td>
<td><strong>Staff Member 2:</strong> Life Skills</td>
<td><strong>Staff Member 3:</strong> Wellness Education</td>
<td><strong>Staff Member 2:</strong> Table Games</td>
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<td><strong>Staff Member 6:</strong> Competency Education</td>
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<td><strong>Staff Member 2:</strong> Wellness Education</td>
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<td><strong>Staff Member 5:</strong> Competency Education</td>
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<td><strong>Staff Member 3:</strong> Wellness Education</td>
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<td>1200-1250</td>
<td><strong>Individual Contacts</strong></td>
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<td><strong>Staff Member 2:</strong> Brain Fitness</td>
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<tr>
<td>1300-1350</td>
<td><strong>Staff Member 6:</strong> Competency Education</td>
<td><strong>Staff Member 4:</strong> Court Activity</td>
<td><strong>Staff Member 4:</strong> Competency Education</td>
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<td><strong>Staff Member 4:</strong> Outdoor Activity</td>
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<td></td>
<td><strong>Staff Member 2:</strong> Table Games</td>
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<td></td>
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<tr>
<td>1400-1450</td>
<td><strong>Staff Member 5:</strong> Trivia Challenge</td>
<td><strong>Individual Contacts</strong></td>
<td><strong>Staff Member 7:</strong> Working with Your Attorney</td>
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<tr>
<td>1500-1530</td>
<td><strong>Individual Contacts</strong></td>
<td><strong>Chaplain:</strong> Bible Study</td>
<td><strong>Individual Contacts</strong></td>
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<td><strong>Individual Contacts</strong></td>
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*Deputy: Activity of Daily Living Groups*
PROFESSIONAL SERVICE CONTRACT GREATER THAN $25,000

This Contract, dated as of the last date executed by the County of Butte is between the County of Butte, a political subdivision of the State of California, hereinafter referred to as "COUNTY", and the professional service contractor indicated in the variable information table below, hereinafter referred to as "CONTRACTOR."

VARIABLE INFORMATION TABLE

<table>
<thead>
<tr>
<th>Term of This Contract (Complete Dates in Just One of the Following Three Rows)</th>
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<td>On Following Date</td>
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<th>Sheriff &amp; Probation</th>
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<td>Annual Price</td>
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<tr>
<td>Monthly Price</td>
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<tr>
<td>Hourly Rate</td>
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<tr>
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<tbody>
<tr>
<td>CONTRACTOR</td>
</tr>
<tr>
<td>Address</td>
</tr>
<tr>
<td>City, State &amp; ZIP</td>
</tr>
<tr>
<td>Telephone</td>
</tr>
<tr>
<td>Facsimilo</td>
</tr>
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<table>
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</thead>
<tbody>
<tr>
<td>Project Manager</td>
</tr>
<tr>
<td>Address</td>
</tr>
<tr>
<td>City, State &amp; ZIP</td>
</tr>
<tr>
<td>Telephone</td>
</tr>
<tr>
<td>Facsimilo</td>
</tr>
</tbody>
</table>

WHEREAS, COUNTY, through the COUNTY Department identified above, desires to have work described in the Attachment II - Scope of Work performed; and

WHEREAS, CONTRACTOR possesses the necessary qualifications to perform the work described herein;

NOW THEREFORE BE IT AGREED between the parties to this Contract that this Contract is subject to the provisions contained in the following attachments, which are made a part of this Contract. Should there be any conflicts between this Contract and the attachments that are incorporated herein precedence shall first be given to the provisions of this Contract followed by the attachments, in descending order, as indicated below:

- Attachment III – Terms and Conditions (including Exhibit “A”)
- Attachment I – Insurance Requirements for Professional Services Contract
- Attachment II – Scope of Work

By signature below, the department head or his or her deputy certifies that no unauthorized alterations have been made to the Attachment III – "Terms and Conditions" and/or the Attachment I – "Standard Insurance Requirements."

Kory L. Honea, Sheriff  
Signature  
Date

Steven Bordin  
Signature  
Date

This Contract and the above listed Attachments represent the entire undertaking between the parties.

COUNTY  
Doug Teeter, Chair  
Board of Supervisors  
Date

CONTRACTOR  
Dan Hustedt  
Chief Administrative Officer  
California Forensics Medical Group  
Date
ATTACHMENT I
INSURANCE REQUIREMENTS For Professional Services Contract

Before the commencement of work, Contractor shall submit to County: (1) Certificates of Insurance for all relevant coverages listed in Section A below; (2) All Endorsements listed in Section B below; and (3) a "Declarations Page" listing the titles of all endorsements to the Commercial General Liability (CGL) policy.

A. MINIMUM SCOPE LIMIT OF INSURANCE – Coverage shall be at least as broad as:

1.) Commercial General Liability. Insurance Services Office (ISO) "occurrence" form CG 00 01 12 07 CGL or equivalent on an "occurrence" basis, including bodily injury, property damage, contractual liability, medical expenses for any one person, personal and advertising injury, products-completed operations coverage and policy limits of no less than $1,000,000 per occurrence. If a general aggregate applies, either the general aggregate shall apply separately to this project/location or the general aggregate shall be twice the required occurrence limit.

2.) Automobile Liability Insurance. ISO form CA 0001 covering (any auto) Code 1 or if Contractor has no owned autos, hired (Code 8) and non-owned autos (Code 9), with limits no less than $250,000 per passenger and $500,000 for all passengers. (Not required if Contractor provides written verification he or she will not be using a vehicle to perform the scope of work described in the contract.)

3.) Workers’ Compensation Insurance. As required by the State of California with Statutory Limits and Employer’s Liability Insurance with limits of no less than $1,000,000 per accident for bodily injury and disease. (Not required if Contractor provides written verification he or she has no employees.)

4.) Professional Liability (Errors and Omissions) Insurance. (If applicable. See Note below.) Insurance appropriate to the Contractor’s profession with limits no less than $1,000,000 per claim, and $2,000,000 aggregate. (Note: Professional liability insurance coverage is normally required if the Contractor is providing a professional service regulated by the State. For example, insurance agents, professional architects and engineers, doctors, lawyers, nurses and certified public accountants. However, other professional Contractors not regulated by the State, such as computer or software designers, claims administrators, consultants, and others should also have professional liability insurance. If the contracted service requires “brain work, as opposed to “physical work”, then professional liability insurance will most likely be required.)

If Contractor maintains higher limits than the minimums shown above, County shall be entitled to the higher limits.

B. INSURANCE POLICY ENDORSEMENTS

1. The Commercial General Liability policy shall contain or be endorsed to contain the following:

The County, its officers, officials, employees, and volunteers are covered as additional insured’s on the CGL policy with respect to liability arising out of work performed or operations performed on behalf of Contractor including materials, parts, or equipment furnished in connection with such work or operations.

For any claims related to this contract, the Contractor’s insurance coverage shall be primary insurance as respects the County, its officers, employees and volunteers. Any insurance or self-insurance maintained by the County, its officers, employees and volunteers shall be excess of the Contractor’s insurance and shall not contribute with it.

The insurance afforded by this policy shall not be cancelled except after thirty days prior written notice by certified mail return receipt has been given to the County. (Note: We recommend contractor’s insurance carrier insert the language above into ISO form 20 10 11 85; or if that form is not available,
later additions editions of ISO forms CG 20 10 and CG 20 37. We will also accept a Blanket Additional Insured Endorsement, as long as it provides coverage equal to coverages noted in Section A1 above and all items listed in Section B above.)

2. Workers’ Compensation Insurance.

The Contractor’s Workers’ Compensation Insurance policy shall contain or be endorsed to contain a waiver of subrogation in favor of the County, for all work performed by Contractor, its employees, agents and subcontractors.

C. OTHER INSURANCE PROVISIONS

1. Primary Coverage - For any claims related to this contract, Contractor’s insurance shall be primary insurance as respects the County, its officers, employees and volunteers. Any insurance or self-insurance maintained by the County, its officers, employees and volunteers shall be excess of the Consultant’s insurance and shall not contribute with it. However, Contractor’s insurance may contribute with other additional insureds providing primary insurance coverage for the same “occurrence”, offense, claim or suit.

2. Notice of Cancellation - Each insurance policy required above shall not be canceled, except after thirty (30) days’ prior written notice (10 days for non-payment) has been given to the County.

3. Waiver of Subrogation - Contractor hereby grants to County a waiver of any right to subrogation that an insurer of said Contractor may acquire against the County, by virtue of payment of any loss under such insurance. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the County received a waiver or endorsement from the insurer.

4. Deductibles and Self Insured Retentions - Any deductibles or self-insured retentions must be declared and approved by the County. The County may require the Contractor to provide proof of ability to pay losses and related investigations, claims administration, and defense costs within the retention.

5. Acceptability of Insurance Carriers - Insurance is to be placed with insurers with a current A.M. Best’s rating of no less than A: VII, unless otherwise acceptable to County. (A.M. Best Ratings can be accessed over the internet for no cost at www.ambest.com).

6. Claims Made Policies

If any of the required policies provide coverage on a claims-made basis then the following requirements must be met:

a.) The Retroactive Date of the policy must be shown and must be before the contract or beginning of contract work.

b) Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the contract work.

c) If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the Consultant must purchase “extended reporting” coverage for a minimum of five (5) years after the completion of contract work.

7. Verification of Coverage - Contractor shall furnish the County certificates of insurance and original endorsements affecting coverage required by this clause. All certificates of insurance and endorsements are to be received by the County before work under the contract has begun. The County reserves the right to require complete, certified copies of all insurance policies required by this contract.
Certificates of insurance shall state that the insuring agency agrees to endeavor to mail to County written notice 30 days before any of the insurance policies described herein are cancelled.

Contractor agrees to notify County within two working days of any notice from an insuring agency that cancels, suspends, reduces in coverage or policy limits the insurance coverages described herein.

8. **Subcontractors** - Contractor will require and verify that all subcontractors maintain insurance meeting all the requirements stated herein or cover subcontractors under their insurance policies. Upon request, Contractor shall provide County proof that all subcontractors are covered by their own insurance or the Contractor’s insurance policies.

9. **Special Risk or Circumstances** - County reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage or special circumstances.

**ATTACHMENT II**

**SCOPE OF WORK**

Unless indicated otherwise herein, the CONTRACTOR shall furnish all labor, materials, transportation, supervision and management and pay all taxes required to complete the project described below:

Contractor shall provide health care services for all inmates booked into the Butte County Jail and wards of the Butte County Juvenile Hall.

**THIS AGREEMENT** is entered into as of January 13, 2015 by and between the County of Butte, a political subdivision of the State of California (hereinafter referred to as "COUNTY") and California Forensic Medical Group, Inc., (hereinafter referred to as "CONTRACTOR") to provide health services for the Butte County Jail located at 33 County Center Drive and Juvenile Hall located at 41 County Center Drive, Oroville, California collectively referred to as "Facilities".

**ARTICLE I: TERM AND TERMINATION OF AGREEMENT**

1.1 **Term.** This Agreement shall commence on January 14, 2015. The initial term of this Agreement shall be three-years through January 13, 2018 with two optional additional years of service.

1.2 **Termination.** This Agreement may be terminated as otherwise provided in this Agreement or as follows:

   (a) **Termination by Agreement.** In the event that each of the parties mutually agree in writing, this Agreement may be terminated on the terms and date stipulated herein.

   (b) **Termination by Cancellation.** This Agreement may be terminated for cause if the provisions herein are breached by either party. Should either party elect to terminate this Agreement for cause, the alleged breaching party shall be provided ten (10) days to show cause why the Agreement should not be terminated. If the alleged breaching party fails to show cause adequate to the other party, termination action shall begin thirty (30) days following the initial show of cause notice. To permit a smooth transition, a sixty (60) day transition period following the beginning of the termination action shall be instituted. This Agreement may be cancelled without cause by either party upon one-hundred-eighty (180) days prior written notice in accordance with "Notification" provisions of this Agreement.
(c) Annual Appropriations and Funding. This Agreement shall be subject to the annual appropriation of funds by the Butte County Board of Supervisors. Notwithstanding any provision herein to the contrary, if funds are not appropriated for this Agreement, then the COUNTY shall be entitled to immediately terminate this Agreement, without penalty or liability.

1.3 Responsibility for Inmate Health Care. Upon termination of this Agreement, all responsibility for providing health care services to all inmates and wards, including inmates and wards receiving health care services at sites outside the Facilities, will be transferred from CONTRACTOR to the COUNTY.

ARTICLE II: HEALTH CARE SERVICES

2.1 Corporate Entity. CONTRACTOR warrants that it is a corporation licensed to do business in the State of California.

2.2 Licenses. CONTRACTOR, as a corporation, shall obtain all licenses necessary to render medical and health services within the Facilities. CONTRACTOR shall ensure that all of its employees rendering services in the Facilities possess all licenses, including professional licenses, necessary to render medical services within the Facilities.

2.3 Institute for Medical Quality (IMQ) Accreditation. CONTRACTOR will obtain IMQ Jail accreditation within one year from the effective date of this Agreement at no additional charge or expense to the COUNTY, and will maintain said IMQ accreditation for the remainder of the term of this Agreement. Should there be modifications in IMQ requirements that necessitate the addition of staff or services, then this contract should be renegotiated to reflect those changes.

2.4 Contract/Proposal. This Agreement incorporates the CONTRACTOR proposal in its entirety by reference, Health Service Operations (Attachment II Scope of Work), and Insurance Requirements for COUNTY Contracts (Attachment I) as part of this contract. In cases of conflict of provisions, this contract will take precedence over the proposal.

2.5 Scope of Services. CONTRACTOR shall provide health care for all jail inmates and juvenile hall wards booked into the Facilities. CONTRACTOR will provide dental services at the Butte County Jail for inmates. In addition, CONTRACTOR will provide ophthalmic and extremity x-ray services on-site. CONTRACTOR shall provide on-site services whenever medically appropriate in lieu of transporting inmates to off-site facilities. CONTRACTOR can provide secure, HIPAA-compliant telemedicine services when appropriate.

2.6 Limitations on Catastrophic Medical Services. CONTRACTOR shall, at their own cost, arrange for outside medical services for any inmate or ward who, in the opinion of the Medical Director (hereinafter meaning a licensed CONTRACTOR physician), requires such care. CONTRACTOR’s financial liability for medical/surgical inpatient hospitalizations will be limited to $10,000 per episode.

2.7 Injuries Incurred Prior to Incarceration. CONTRACTOR will not be financially responsible for the cost of any medical treatment or health care services provided to any inmate prior to the inmate’s or ward’s formal booking and physical commitment into the Facilities.

Furthermore, CONTRACTOR will not be financially responsible for the cost of any medical treatment or health care services provided to medically stabilize any inmate presented at booking with a life threatening injury or illness or in immediate need of emergency medical care.

Once an inmate or ward has been medically stabilized and committed to the Facilities, CONTRACTOR will be financially responsible for the cost of all medical treatment for health care services regardless of the nature of the illness or injury or whether or not the illness or injury occurred prior or subsequent to the individual’s incarceration at the Facilities. An inmate shall be considered medically stabilized when the medical condition no longer requires immediate emergency medical care or outside hospitalization so that the inmate can be reasonably housed inside the Facilities.
2.8 Pregnancy. CONTRACTOR shall not be responsible for medical costs associated with the medical care of any infants born to inmates. CONTRACTOR shall provide health care services, including pre-natal and delivery expenses, to pregnant inmates and wards, but health care services provided to an infant following birth will not be the responsibility of CONTRACTOR. CONTRACTOR shall not be responsible for the costs or furnishing of any abortions unless medically necessary.

2.9 Inmates Outside the Facilities. Health care services are intended only for those inmates and wards in the actual physical custody and confines of the Facilities. This includes inmates and wards under guard in outside hospitals. Such inmates and wards will be included in the daily population count. No other inmates or wards shall be the responsibility of CONTRACTOR, nor shall such inmates or wards be included in the daily population count.

Inmates or wards on any sort of temporary release, including, but not limited to, inmates or wards temporarily released for the purpose of attending funerals or other family emergencies, inmates or wards on escape status, inmates or wards on pass, parole or supervised custody who do not sleep in the Facilities at night, will not be included in the daily population count, and will not be the responsibility of CONTRACTOR with respect to the payment or furnishing of health care services. The cost of medical services provided to inmates or wards who become ill or are injured while on temporary release will not be the financial responsibility of CONTRACTOR after their return to the Facilities. This relates solely to the costs relating to the particular illness or injury incurred while on such temporary release. The cost of medical services for other illnesses and injuries will be the responsibility of CONTRACTOR.

Inmates or wards in the custody of other police or other penal jurisdictions at the request of the COUNTY are likewise excluded from the population count and are not the responsibility of CONTRACTOR for the furnishing or payment of health care services.

2.10 Inmates/Wards from Other Jurisdictions. Medical care rendered within the Facilities to inmates or wards from other jurisdictions housed in the Facilities pursuant to contracts between the COUNTY and such other jurisdictions shall be the responsibility of CONTRACTOR, as limited by Section 2.9. Medical care that cannot be rendered in the Facilities will be arranged by CONTRACTOR, but CONTRACTOR shall have no financial responsibility for such services.

2.11 Responsibility for SWAP and Alternative Custody Supervision (ACS) Inmates. Notwithstanding any other provisions of this Agreement to the contrary, both parties agree that the COUNTY inmates assigned to the Sheriff's Work Alternative Program (SWAP) and Alternative Custody Supervision (ACS) are personally responsible for the costs of any medical services provided to them.

2.12 Elective Medical Care. CONTRACTOR will not be responsible for providing elective medical care to inmates or wards. For purposes of this Agreement, "elective medical care" means medical care which, if not provided, would not, in the opinion of CONTRACTOR's Medical Director, cause the inmate's health to deteriorate or cause definite harm to the inmate's well-being. Such decisions concerning medical care shall be consistent with applicable standards. Any referral of inmates or wards for elective medical care must be reviewed by the COUNTY's Sheriff or Chief Probation Officer prior to provision of such services.

2.13 Transportation Services. To the extent any inmate or ward requires off-site non-emergency health care treatment including, but limited to, hospitalization care and specialty services, for which care and services CONTRACTOR is obligated to pay under this Agreement, the COUNTY will, upon prior request by CONTRACTOR, its agents, employees or contractors, provide transportation as reasonably available, provided that such transportation is scheduled in advance. When medically necessary, CONTRACTOR shall provide all emergency ambulance transportation of inmates in accordance with the provisions of this Agreement and their written proposal.

2.14 Inmate/Ward Education. CONTRACTOR shall conduct an ongoing health education program for inmates/wards of the Facilities in conformance with IMQ and CCR Title 15 standards.
CONTRACTOR staff, in consultation with the administrators of the Facilities, shall develop a weekly schedule of health related topics to be covered in the training.

2.15 Training of Facility Staff. CONTRACTOR shall provide STC training to COUNTY staff including new recruits as needed. Training topics include suicide prevention, medical emergencies, sudden in-custody deaths, drug and alcohol withdrawal, communicable diseases, and intake health screenings. Course Outlines from our STC training classes are included below.

The CONTRACTOR's Program Manager will coordinate the training with the department training officer to ensure that custody staff who have direct contact or supervision of inmates are scheduled for the training.

### 4 Hour Course Outline

<table>
<thead>
<tr>
<th>Time Begin (24 Hour)</th>
<th>Time End (24 Hour)</th>
<th>Subject or Topic</th>
<th>Instructional Methodology</th>
</tr>
</thead>
<tbody>
<tr>
<td>0800</td>
<td>0815</td>
<td>Sign-In - Introduction</td>
<td>Lecture</td>
</tr>
<tr>
<td>0815</td>
<td>0900</td>
<td>Medical Emergencies</td>
<td>Lecture, Group Discussion Audio/Video Clip</td>
</tr>
<tr>
<td>0900</td>
<td>0930</td>
<td>Mental Health Issues in a Correctional Setting; Medical records of inmates</td>
<td>Lecture, Group Discussion Audio/Video Clip</td>
</tr>
<tr>
<td>0945</td>
<td>1045</td>
<td>Communicable Disease and Disease Prevention</td>
<td>Lecture, Group Discussion Audio/Video Clip</td>
</tr>
<tr>
<td>1045</td>
<td>1145</td>
<td>Suicide Prevention</td>
<td>Lecture, Group Discussion Audio/Video Clip</td>
</tr>
<tr>
<td>1145</td>
<td>1200</td>
<td>Substance Abuse</td>
<td>Group Exercise</td>
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### 8 Hour Course Outline

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<th>Subject or Topic</th>
<th>Instructional Methodology</th>
</tr>
</thead>
<tbody>
<tr>
<td>0800</td>
<td>0815</td>
<td>Sign-In - Introduction</td>
<td>Lecture</td>
</tr>
<tr>
<td>0815</td>
<td>0900</td>
<td>Legal Issues; confidentiality</td>
<td>Lecture, Group Discussion Audio/Video Clip</td>
</tr>
<tr>
<td>0900</td>
<td>1000</td>
<td>Bloodborne Pathogens</td>
<td>Lecture, Group Discussion Audio/Video Clip</td>
</tr>
<tr>
<td>1000</td>
<td>1115</td>
<td>Airborne Pathogens</td>
<td>Lecture, Group Discussion Audio/Video Clip</td>
</tr>
<tr>
<td>1115</td>
<td>1200</td>
<td>TB Hepa Respirators</td>
<td>Lecture</td>
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<tr>
<td>1200</td>
<td>1300</td>
<td>Lunch</td>
<td>Other</td>
</tr>
<tr>
<td>1300</td>
<td>1345</td>
<td>Intake Health Screening, nurse referral</td>
<td>Lecture, Group Discussion Audio/Video Clip</td>
</tr>
<tr>
<td>1346</td>
<td>1430</td>
<td>Medical Emergencies, evacuations and medical disasters</td>
<td>Lecture Audio/Video Clip</td>
</tr>
<tr>
<td>Time</td>
<td>Code</td>
<td>Description</td>
<td>Type</td>
</tr>
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<td>-----------------------------------------------------------------------------</td>
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</tr>
<tr>
<td>1430</td>
<td>1515</td>
<td>Psychiatric Symptoms and Treatment; Mental Health referrals</td>
<td>Lecture</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>Audio/Video Clip</td>
</tr>
<tr>
<td>1515</td>
<td>1630</td>
<td>Drug and Alcohol Withdrawal and Treatment</td>
<td>Lecture</td>
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<td></td>
<td></td>
<td>Audio/Video Clip</td>
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<tr>
<td>1630</td>
<td>1700</td>
<td>Transports; Post Test - Course Evaluation</td>
<td>Evaluation</td>
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<td></td>
<td>Test</td>
</tr>
</tbody>
</table>

### Article IIa. Jail Health Services Operations (on-site and off-site)

1) **RECEIVING AND SCREENING**

CONTRACTOR nursing staff will respond to the Butte County Jail booking area twenty-four (24) hours per day and will perform the Intake Health Screening for all inmates, including transferees, immediately upon arrival at the Butte County Jail using the "Intake Health Screening" form will include:

- Visual observation and inquiry for medical and mental health problems and developmental disabilities.
- Inquiry regarding current illnesses or medications, communicable diseases, drug or alcohol abuse, seizure disorders, suicidal ideation, gynecological problems, possibility of current pregnancy, recent history of childbirth, miscarriage or abortion.

**Observation of:**

- Behavior - consciousness, mental status, appearance, conduct, tremors and sweating.
- Body deformities and ease of movement. Presence of medical prosthesis.
- Condition of skin - trauma markings, bruises, lesions, jaundice, rashes and infestations, needle marks or other indications of drug use.
- Slowness of speech or lack of comprehension of questions suggestive of developmental disabilities.

**Disposition:**

- Referral to appropriate health care staff, for follow-up and treatment.
- Emergency room for evaluation and treatment for those conditions that are beyond the capability of on-site health services staff.
- Recommendations for housing (i.e. general population, isolation, or special observation).

All findings will be recorded on the "Intake Health Screening" form.

2) **HEALTH INVENTORY AND COMMUNICABLE DISEASE SCREENING**

CONTRACTOR completes a gender-specific Health Inventory and Communicable Disease Screening on all inmates within of arrival at the Butte County Correctional Facilities. This process begins at 7-10 days to ensure compliance within 14 days as mandated by IMQ Standards. Communicable disease screening include, at a minimum, screening for tuberculosis and other diseases in accordance with the findings of the Health Inventory. The completed history form and the Intake Health Screening form are reviewed with the inmate by a qualified health services professional.

Positive findings are recorded on the Problem List. A follow-up plan of action is developed and documented in the health record. Positive findings and conditions requiring further evaluation
and/or treatment are referred to the appropriate medical provider. Active TB and other communicable diseases that are identified are immediately referred to the Butte County Health Department.

3) **COMMUNICABLE DISEASE TESTING (P.C. 7500)**

CONTRACTOR tests inmates as medically indicated. CONTRACTOR health services staff will obtain specimens, as requested, under Penal Code section 7500, with the inmate’s consent. Health services staff will not participate in involuntary specimen collection. Public Health shall be responsible for pre and post counseling as specified in Penal Code section 7500.

4) **DAILY TRIAGING**

Inmates’ written health complaints and requests are collected and triaged daily by qualified health services staff. Urgent requests are seen by the on-site medical provider or nursing staff. Emergency requests are seen immediately and transported as required. All sick call requests have the following notations; date and time reviewed, signature of the health services staff, and disposition (i.e. scheduled for sick call, referred to mental health provider, transferred to off-site treatment facility). All sick call requests are filed in the inmate’s medical record.

CONTRACTOR’s Medical Director oversees the triage system utilized in the Butte County Jail. CONTRACTOR has specific triage guidelines to assist nursing staff in responding to a variety of medical complaints (i.e. dental pain, alcohol withdrawal, pregnancy, diabetes, seizures). To assure that staff members are adequately trained to perform these tasks, CONTRACTOR provides a comprehensive orientation program. Nurses are required to attend a CONTRACTOR-sponsored regional certified physical assessment course designed for correctional nurses.

5) **SICK CALL**

**Sick Call:** Health complaints of inmates are collected, processed, and documented daily. Health services staff triage and treat health complaints as appropriate. Urgent requests are seen immediately and routine requests are scheduled for the next sick call, or no later than three days after the request was made. Inmates wishing to be seen on sick call should fill out a sick call slip, listing name, location, date of birth, and complaint.

Sick call request slips are collected by health services staff daily. The date, time, and name of person processing slips are documented. Daily rounds and clinics (Monday-Friday) are made at each facility by the PA/FNP, MD or RN. Urgent sick call requests on weekends are handled by the RN on duty and communicated to the on-call medical provider as necessary. The on-call provider treats the inmate as deemed appropriate or transfers the inmate to appropriate off-site treatment facility. Sick call request slips are filed in the inmates’ medical record. All sick call encounters are documented in the medical record.

**Chronic Care Clinic:**

Chronic illness is any health problem/condition lasting at least six months, which has the potential to, or actually does, impact an individual’s functioning and long term prognosis. Such conditions may include, but are not limited to, cardiovascular disease, diabetes mellitus, gynecological disorders or diseases, chronic infectious diseases, chronic pulmonary diseases, seizure disorders and psychiatric disorders.

CONTRACTOR has a system for managing patients with chronic health conditions, anchored by a thorough screening program to identify and monitor these patients while they are incarcerated in the Facilities. Inmates are identified for chronic conditions during the initial intake screening, sick call, Health Inventory or during the 6 month physical.
Screening for chronic conditions begins during the intake health screening process, and inmates identified with chronic diseases are evaluated by the RN and treated in accordance with the RN Standardized Procedure appropriate for the condition. The inmate is then scheduled to see the medical provider for further assessment and treatment.

CONTRACTOR schedules routine Chronic Care Clinics so that inmates identified with chronic conditions can be seen by the medical providers for treatment planning and to have their conditions and therapeutic regimen monitored while in custody. Such encounters are scheduled at least every ninety days, but may occur more frequently at the discretion of the medical provider. Routinely scheduled Chronic Care Clinics include monitoring for the following conditions: diabetes; cardiac disorders, hypertension, seizure disorders, communicable diseases, respiratory disorders, and psychiatric disorders. Other conditions are included as appropriate at the discretion of the medical provider.

6) **EMERGENCY SERVICES**
Emergency services are available 24 hours per day. Inmates requiring emergency services beyond the on-site capacity of the facilities will be transferred to Oroville Hospital or other appropriate acute care facility. The on-site Medical Director or Physician will monitor the status of the patient on a daily basis by communicating with the attending Physician.

7) **SOBERING/DETOXIFICATION**
Inmates booked into Jail who are intoxicated, pose a threat to their own safety or the safety of others, and are placed in the protective environment of the sobering cell are kept under close observation by custody and health services staff. Detoxification from alcohol, when performed in the facilities, is done under medical supervision in accordance with direct orders from the responsible medical provider and/or approved protocols/standardized procedures. Inmates who are placed in sobering cells are observed and assessed by health services upon admission and every six hours thereafter.

Upon admission, the nursing staff complete the CONTRACTOR "Sobering / Safety Cell / Restraint Evaluation" form to include vital signs and level of consciousness and question the inmate regarding history of alcohol-related seizures and other pertinent medical conditions.

The Physician is contacted to evaluate the need for transfer to an acute care facility if an intoxicated inmate exhibits the following signs and symptoms:

- Severe nausea and vomiting
- Dehydration
- Blood pressure greater than 160 systolic
- Blood pressure less than 90 systolic
- Pulse greater than 120
- Temperature greater than 101°F
- Severe profound confusion disorientation and agitation
- Unresponsiveness to verbal or painful stimuli

Inmates identified by self or deputies as substance abusers should be referred to health services staff for evaluation. Opiate dependent pregnant inmates are evaluated by medical staff as soon as possible and treated in accordance with direct Physician’s order or approved protocols / standardized procedures.
CONTRACTOR has agreements with methadone treatment facilities throughout the state for the treatment of opiate addicted pregnant females. Inmates who are booked and are on a methadone maintenance program are allowed to continue their treatment as provided by their methadone treatment facility until they are sentenced.

8) OFF-SITE SERVICES

Inmates requiring acute hospital services such as critical and intensive care/monitoring and general surgery will be referred to Oroville Hospital. CONTRACTOR will assume costs for inmates (excluding security) from the time of booking, medical clearance, and physical placement of an inmate into COUNTY facilities (subject to catastrophic limitations). No referrals will be made to any facility without the approval of the physician or on-call medical provider (with the exception of life-threatening emergencies). The medical director will be the liaison with hospital medical staff to determine the course and duration of treatment and transfer back to the facility.

CONTRACTOR will coordinate emergency psychiatric hospitalization with the Butte County Behavioral Health forensic staff and custody staff through established Penal Code and Welfare and Institution code protocols. We will coordinate such hospitalizations with custody staff so arrangement can be made for temporary release, hospital guards, etc. All off-site care will be approved and referred by our staff using the approved CONTRACTOR External Medical Appointment Request form.

Off-site referrals ordered by the court will not be the financial responsibility of CONTRACTOR.

To facilitate appropriate billing of third party insurers, CONTRACTOR will give outside provider's third-party payer information when available.

9) SPECIALTY CARE AND ANCILLARY SERVICES

CONTRACTOR will continue to provide diagnostic services and procedures, including laboratory, x-ray and other ancillary services, as medically indicated. Laboratory services are provided by our outside laboratory contractor. Specimens are collected and handled by health services staff and transported to the laboratory for processing. Routine x-rays and EKGs are available on-site. Specialized studies such as fluoroscopy, MRI, CT, EEG and ultrasound are performed off-site.

10) DENTAL CARE

Dental screening is performed as part of the 14-day health assessment. Dental care is provided to inmates under the direction of a licensed dentist. Treatment provided is based on the inmate's needs, length of stay and priorities listed below:

- Relief of pain and treatment of acute infections. This includes hemorrhage, toothaches, broken, loose, or knocked out teeth, abscesses, and dry sockets after extractions.
- Extraction of unsalvageable teeth.
- Repair of injured or carious teeth.
- Removal of irritation conditions that may lead to malignancies (if incarceration is prolonged).

Although treatment is not limited to simple extractions, elective restorative work that can reasonably be deferred without serious detriment to the patient is considered the inmate's responsibility. Such work may, with custody's approval, be done during the period of incarceration at the inmate's expense. Otherwise, appropriate referral information will be supplied upon release. A record of dental treatment is maintained in each patient's medical record.
11) **VISION SERVICES**
CONTRACTOR will provide inmates with vision examinations and, when the health and/or wellbeing of an inmate would be otherwise adversely affected, provide prescription corrective eye glasses. CONTRACTOR will replace or repair broken eyeglasses up to twice each year per inmate.

12) **PSYCHIATRIC SERVICES**
Outpatient mental health services will continue to be available to all inmates in the Butte County Jail and include screening, evaluation, diagnosis, treatment and referral services. All mental health outpatient services are provided by qualified health services staff. Inmates requiring services beyond the on-site capability at the Butte County Facilities are referred to appropriate off-site providers.

All new inmates are observed and queried for signs or presence and history of mental illness, including suicidal behavior/ideations, and use of medication for psychiatric treatment as part of the intake health screening.

Any inmate exhibiting or testifying to presence or history of mental illness is referred to medical/mental health staff for further evaluation. Inmates requiring psychotropic medications are counseled regarding potential risks and side effects. CONTRACTOR's "Consent for Medication" form is provided to the inmate for their review and signature. Training is provided to all health care providers on mental health issues.

A full-time licensed clinical social worker/marriage family therapist or psychiatric registered nurse provides crisis intervention, consultation, and treatment. CONTRACTOR will have a psychiatrist available via telemedicine twice per week at the Butte County Jail, and on-call 24 hours per day, 7 days per week. A psychiatric RN is on-site 40 hours per week to provide additional psychiatric support.

Inmates requiring special housing and/or observation for psychiatric reasons will be housed pursuant to consultation with the COUNTY's facility manager or watch commander and the responsible on-duty medical/mental health staff.

The responsible mental health provider and the program manager develop individual treatment plans to meet the treatment needs of the inmate during his/her period of incarceration.

Crisis intervention and management of acute psychiatric episodes will continue to be handled initially by on-duty medical staff with referral to the LCSW/psychiatric RN and/or psychiatrist. In the event the mental health provider determines an inmate meets criteria for Section 5150 of the W & I Code, the County Crisis Team will be contacted for evaluation and referral for admission to an appropriate psychiatric inpatient setting as indicated. Inpatient psychiatric care and medical clearances required by acute psychiatric facilities prior to admission are the financial responsibility of COUNTY.

CONTRACTOR will collaborate with Butte County Behavioral Health Forensic Services via a mutual psychiatric release of information form and will provide for access to the psychiatric portion of the medical record, with provisions for consultation documentation.

**Suicide Prevention:**
CONTRACTOR maintains a comprehensive suicide prevention plan that incorporates the cooperative efforts of custody, mental health, and health services staff. This plan includes the
following elements: identification, training, assessment, monitoring, housing, referral, communication, intervention, notification, reporting, and review.

**Identification** - The receiving screening procedure completed at the time of intake into the facilities includes questions and observations regarding mental status and potential for suicidal behavior.

**Training** - Regularly scheduled training for all security and health services staff is provided to include identification and management of suicidal behavior in the jail setting including high-risk periods of incarceration, suicidal risk profiles, and recognition of verbal and behavioral cues that indicate potential suicide.

**Assessment** - Mental health staff are available on-site and on-call for assessment of an inmate's level of suicide risk upon referral by CONTRACTOR health services and/or COUNTY staff.

**Housing and Monitoring** - Inmates identified as potentially suicidal are placed on suicide watch by COUNTY, CONTRACTOR, or mental health staff.

- Inmates placed on suicide watch are monitored by COUNTY staff every 15 minutes, by CONTRACTOR health services staff every eight hours, and mental health staff within 24 hours.

**Referral** - All inmates displaying suicidal ideation, gestures and/or attempts are referred to the on-site/on-call mental health staff by CONTRACTOR nursing staff.

**Intervention** - Intervention and treatment are carried out in accordance with CONTRACTOR’sProtocols/Standardized Procedures.

**Communication** - The CONTRACTOR’s program manager and facility manager are responsible for developing and implementing operational procedures to insure timely and accurate communication between security and health services personnel regarding the status of the inmate to include end-of-shift reporting.

**Notification:**

**Next of Kin** - Family members of inmates who have attempted suicides and/or completed suicides are notified in accordance with the CONTRACTOR’S Notification of Next of Kin policy.

**CONTRACTOR’S Facility Manager** - The program manager or on-site health services staff are responsible for reporting all potential and/or attempted and completed suicides to the watch commander as soon as possible.

**Review** - All completed suicides are reviewed by the CONTRACTOR’S Quality Assurance Committee.

13) **MANAGEMENT OF PHARMACEUTICALS AND DISTRIBUTION OF MEDICATIONS**

**Pharmacy Formulary, Purchasing, and Inventory Systems**
CONTRACTOR utilizes Diamond Pharmacy as the pharmacy provider and system monitor for on-site pharmaceutical storage, monitoring, and administration practices. CONTRACTOR’s physicians work with Diamond’s pharmacists to develop appropriate monitoring criteria, and the pharmacist conducts an annual pharmacy inspection. Diamond Pharmacy provides pharmaceuticals within 24-hours, and contracts with local pharmacies for stat orders.
Pharmaceuticals are stored, controlled, dispensed, and administered in accordance with state pharmaceutical guidelines. CONTRACTOR’S physician and the physician team oversee prescribing practices and update the drug formulary as needed.

CONTRACTOR’s formulary includes items commonly used in the correctional setting. Inmates who come into the facilities on non-formulary items will have their medications reviewed by the on-site Physician as outlined in CONTRACTOR’s Formulary Exception Request (FER) process.

CONTRACTOR’s on-site Medical Director and Psychiatrist may request a non-formulary drug, FER Medication, when:

- A non-formulary drug (FER) medication is medically indicated to assure optimal treatment of the inmate/patient.
- A non-formulary drug (FER) medication is less likely to result in decrease side effects and/or complications.
- A non-formulary drug (FER) medication has been the only drug in its class to stabilize and maintain the historical safety of the inmate/patient.
- When the inmate/patient returns from the State Department and Mental Health as trial competent on non-formulary (FER) medications.

**Administration of Medication**

CONTRACTOR’s nursing staff administer medications at COUNTY Facilities in accordance with medication policies and procedures. Medications are administered principally on a BID basis, although medications that require administration more frequently (TID or QID) are administered as ordered. Medications will only be given on the order of the Physician, Psychiatrist, Dentist, mid-level provider, or RN operating under standardized procedures. Health services staff respond to emergency requests for medication as needed.

- All prescribed medications administered are recorded on the medication administration record. If a prescribed medication is not administered, there is documentation noting the reason (i.e. refused, in court).
- The nurse administering medications verifies the identity of the patient by checking the armband or photo ID. The nurse is responsible for and verifies the following: appropriate medication, as ordered, proper dose, given to correct inmate, given at correct time, vital signs taken where indicated, and given correct route. The nurse also ensures that the patient takes the medication in the presence of the nurse and checks for cheating or palming of medications.
- All pharmaceuticals are stored in locked cabinets within a secure area. Controlled substances and syringes are inventoried on a daily basis.

14) **MEDICAL RECORDS**

CONTRACTOR healthcare providers maintain individual, complete and dated health records, which include, but are not limited to:

- The completed “Receiving Screening” form.
- "Health Inventory/Communicable Disease Screening" forms.
- "Problem list".
- Prescribed medications and their administration.
• Laboratory, x-ray and diagnostic studies.
• "Consent" and "Refusal" forms.
• "Release of Information" forms.
• Place and date of health encounters (time, when pertinent).
• Health service reports (i.e., dental, psychiatric, and other consultations).
• Hospital Discharge Summaries.
• Jail Medical Record Summaries (transfer forms).

All CONTRACTOR's health services staff are responsible for maintaining current, accurate and legible medical records.

Medical Records Audit
CONTRACTOR's Medical Director or designee monitors services provided by non-physician providers, including a focus on medical records quality, pharmaceutical practices and carrying out of direct or standing orders. CONTRACTOR has an established an audit committee that includes our Program Manager, Medical Director and Psychiatrist. The audit committee performs focused medical record audits and reviews monthly statistical data, inmate grievances, off-site referral and incident reports. The Medical Audit Committee is part of the Quality Assurance Committee.

CONTRACTOR submits an annual audit report on health care delivery and pharmaceutical services, noting corrective action taken as a result of audits. Confidentiality of Health Care Record
The physician-patient confidentiality privilege applies to the medical/psychiatric record. Access to the patients' medical record is controlled by the Medical Director, or designee.

Access to medical records is limited to licensed health services providers and medical records personnel.

The CONTRACTOR's health authority or his designee shares information with the COUNTY's facility manager as necessary to deliver medical treatment and to preserve the health and safety of inmates and staff in accordance with state regulations. All requests for medical information require written consent of the inmate, guardian or subpoena. Alcohol and drug abuse information is confidential under federal regulations and can be disclosed only by specific written consent of the inmate or guardian. "Release of Information" forms are processed by the program manager or his/her designee.

CONTRACTOR provides copies of medical records in any criminal or civil litigation to the designated COUNTY's Jail Administrator upon written request of County Counsel.

Transfer of Health Records and Information
CONTRACTOR's health services staff complete the Transfer of Medical Information form on all transfers from one correctional facility to another. The completed form is sent with the transportation deputy, sealed and marked "Attention Medical Personnel." A copy of the transfer form is maintained in the inmates' medical record.

Electronic Medical Records System
CONTRACTOR's utilization of the same electronic medical records system used by the COUNTY Archonix provides a key advantage in implementing the Uniek EMR.
CONTRACTOR has integrated into the EMR system standardized protocols, work-flows, drug formulary and policies and procedures that should significantly decrease the lead-time for a full implementation in Butte County.

CONTRACTOR has developed a number of interfaces, including lab, pharmacy, x-rays, printers, bar codes, fingerprints, dental x-rays, and facility case management data exchanges.

15) MEDICAL DIETS
Dietary services in the Butte County Jail adhere to the standards outlined in Title 15, Section 1240-1249 of the California Administrative Code.

In general, sufficient variety will be offered so that individuals with specific dietary restrictions can meet their nutritional needs in an appropriate fashion. Simple instructions from the health services staff on how to properly select from the menu will be offered. CONTRACTOR will coordinate for the provision of special diets with the COUNTY's food service coordinator and will monitor inmates on special diets for compliance.

16) INMATE SERVICES COORDINATOR
CONTRACTOR has included the Inmate Services Coordinator position into the staffing plan. The passage of the Affordable Care Act provides new opportunities for inmates released from jail to access medical, mental health and substance use disorder services in the community that could help reduce recidivism.

17) PRE-PLACEMENT PHYSICAL EXAMINATIONS
Within five days of the request of COUNTY, CONTRACTOR will provide an assessment of an inmate's ability to perform the physical requirements of certain work crew assignments. CONTRACTOR will provide medical screening for inmate workers prior to their assignment to kitchen duty, coordinating clearances within five (5) working days.

Article IIb. Juvenile Hall Health Services Operations (on-site and off-site)

1) RECEIVING SCREENING
When on duty, CONTRACTOR's nursing staff will complete the intake health screenings. Otherwise, medical screening will be performed by COUNTY's health trained juvenile hall staff on all wards, including transferees, immediately upon arrival at the Butte County Juvenile Hall. Screening will include:
- Visual observation and inquiry for medical and mental health problems and developmental disabilities.
- Inquiry regarding current illnesses or medications, communicable diseases, drug or alcohol abuse, seizure disorders, suicidal ideation, gynecological problems, possibility of current pregnancy, recent history of childbirth, miscarriage or abortion.

Observation of:
- Behavior - consciousness, mental status, appearance, conduct, tremors and sweating.
- Body deformities and ease of movement. Presence of medical prosthesis.
- Condition of skin - trauma markings, bruises, lesions, jaundice, rashes and infestations, needle marks or other indications of drug use.
- Slowness of speech or lack of comprehension of questions suggestive of developmental disabilities.
Disposition:
~ Referral to appropriate health care staff, for follow-up and treatment.
~ Emergency room for evaluation and treatment for those conditions that are beyond the capability of on-site health services staff.
~ Recommendations for housing (i.e., general population, isolation, or special observation)

All findings will be recorded on the "Intake Health Screening" form.

2) HEALTH INVENTORY AND COMMUNICABLE DISEASE SCREENING
CONTRACTOR completes a gender-specific Health Inventory and Communicable Disease Screening on all wards within 96-hours of arrival at the Butte County Juvenile Facilities. Communicable disease screening include, at a minimum, screening for tuberculosis and other diseases in accordance with the findings of the Health Inventory. All sexually active minors are screened for Chlamydia and Gonorrhea. All minors are asked if they are sexually active when medical staff use the Health Appraisal form or Readmission Health Appraisal form, and if they answer in the affirmative, they are tested for Chlamydia and Gonorrhea. The completed history form and the Intake Health Screening form are reviewed with the ward by a qualified health services professional.

Positive findings are recorded on the Problem List. A follow-up plan of action is developed and documented in the health record. Positive findings and conditions requiring further evaluation and/or treatment are referred to the appropriate medical provider. Active TB and other communicable diseases that are identified are immediately referred to the Butte County Health Department.

3) COMMUNICABLE DISEASE TESTING (P.C. 7500) The County Department of Health currently provides HIV testing free of charge to wards upon request at the Butte County Juvenile Hall up to a maximum of 4 per month. CONTRACTOR tests wards as medically indicated. CONTRACTOR health services staff obtain specimens, as requested, under Penal Code section 7500, with the ward’s consent. CONTRACTOR’s health services staff will not participate in involuntary specimen collection.

Public Health will be responsible for pre and post counseling as specified in Penal Code section 7500.

4) DAILY TRIAGING
Wards’ written health complaints and requests are collected and triaged daily by CONTRACTOR’s qualified health services staff. Urgent requests are seen by the on-site medical provider or nursing staff. Emergency requests are seen immediately and transported as required. All sick call requests have the following notations; date and time reviewed, signature of the health services staff, and disposition (i.e. scheduled for sick call, referred to mental health provider, transferred to off-site treatment facility). All sick call requests are filed in the ward’s medical record.

The CONTRACTOR's medical director oversees the triage system in the Butte County Juvenile Hall. CONTRACTOR has specific triage guidelines to assist nursing staff in responding to a variety of medical complaints (i.e. dental pain, alcohol withdrawal, pregnancy, diabetes, seizures). To assure that CONTRACTOR’s employees are adequately trained to perform these tasks, CONTRACTOR provides a comprehensive orientation program. All nurses are required to attend
a regional certified physical assessment course designed for correctional nurses. These regional programs are sponsored by CONTRACTOR.

5) SICK CALL
Health complaints of wards are collected, processed, and documented daily. CONTRACTOR health services staff triage and treat health complaints as appropriate. Urgent requests are seen immediately and routine requests are scheduled for the next sick call, or no later than three days after the request was made. Wards wishing to be seen on sick call should fill out a sick call slip, listing name, location, date of birth, and complaint.

Sick call request slips are collected by health services staff daily. The date, time, and name of person processing slips are documented. Daily rounds and clinics (Monday-Friday) are made at each facility by the RN. Urgent sick call requests on weekends are handled by the nurse on duty and communicated to the on-call medical provider as necessary. The on-call provider treats as deemed appropriate or transfer the ward to appropriate off-site treatment facility. Sick call request slips are filed in the wards' medical record. All sick call encounters will be documented in the medical record.

6) EMERGENCY SERVICES
Emergency services are available 24 hours per day. Wards requiring emergency services beyond the on-site capacity of the facilities are transferred to Oroville Hospital or other appropriate acute care facility. The on-site Medical Director or Physician monitors the status of the patient on a daily basis by communicating with the attending Physician.

7) SOBERING
Wards exhibiting signs of drug or alcohol withdrawal are evaluated by CONTRACTOR health services staff. During the times health services staff are not on-site, and juvenile hall counselors suspect a ward is experiencing withdrawal symptoms they should transport the ward to Oroville Hospital.

~ Wards identified by self or counselors as substance abusers are evaluated by health services staff to determine medical status.

~ Evaluation, treatment, and referral are carried out in accordance with direct physician orders, or approved CONTRACTOR Protocols/Standardized Procedures.

~ Opiate dependent pregnant wards are evaluated by health services staff upon admission to the facility. Evaluation, treatment, and referral are in accordance with direct physician orders.

~ Wards who are unresponsive and/or whose condition is deemed by on-duty health services staff as unsuitable for housing in juvenile hall are transported to Oroville Hospital for treatment.

~ Wards who have been treated for chemical dependency during their incarceration are counseled and referred to community resources upon release from the facility.

8) OFF-SITE SERVICES
Wards requiring acute hospital services such as critical and intensive care/monitoring and general surgery are referred to Oroville Hospital. CONTRACTOR will assume costs for wards (excluding security) from the time of booking, medical clearance, and physical placement of a ward into the juvenile hall facility (subject to catastrophic limitations). No referrals are made to any facility
without the approval of the physician or on-call medical provider (with the exception of life-threatening emergencies). The medical director is responsible for liaison with hospital medical staff to transfer wards back to custody as soon as it is medically feasible.

CONTRACTOR will continue to coordinate emergency psychiatric hospitalization with the Butte County Behavioral Health forensic staff and custody staff through established Penal Code and Welfare and Institution code protocols. CONTRACTOR will continue to coordinate such hospitalizations with COUNTY custody staff so arrangement can be made for temporary release, hospital guards, etc. All off-site care is approved and referred by our staff using the approved CONTRACTOR External Medical Appointment Request form.

CONTRACTOR will not be responsible for elective procedures that can be safely delayed. Inmates will have access to their private physicians at their own expense. Health Services staff will coordinate with Probation staff to schedule these appointments. Off-site referrals ordered by the court will not be the financial responsibility of CONTRACTOR.

To facilitate appropriate billing of third party insurers, CONTRACTOR will give outside providers third-party payer information when available.

9) SPECIALTY CARE AND ANCILLARY SERVICES
CONTRACTOR will continue to provide diagnostic services and procedures, including laboratory, x-ray and other ancillary services, as medically indicated. Laboratory services are provided by our outside laboratory contractor. Specimens are collected and handled by health services staff and transported to the laboratory for processing. Routine x-rays and EKGs are available on-site. Specialized studies such as fluoroscopy, MRI, CT, EEG and ultrasound are performed off-site.

10) DENTAL CARE
Dental screening is performed as part of the routine health assessment. Dental care is provided to wards under the direction of a licensed dentist. Treatment provided is based on the ward’s needs, length of stay and priorities listed below:

- Relief of pain and treatment of acute infections. This includes hemorrhage, toothaches, broken, loose, or knocked out teeth, abscesses, and dry sockets after extractions.
- Extraction of unsalvageable teeth.
- Repair of injured or carious teeth.
- Removal of irritation conditions that may lead to malignancies (if incarceration is prolonged).

Although treatment is not limited to simple extractions, elective restorative work that can reasonably be deferred without serious detriment to the patient is considered the ward’s responsibility. Such work may, with custody’s approval, be done during the period of incarceration at the ward’s expense. Otherwise, appropriate referral information will be supplied upon release. A record of dental treatment is maintained in each patient’s medical record.

Dental hygiene services and preventative maintenance exams will be provided in the community for up to twenty (20) wards per year who are detained longer than five (5) months. CONTRACTOR will identify ward candidates for dental treatment and advise COUNTY when COUNTY is approaching twenty wards for the calendar year.

11) VISION SERVICES
CONTRACTOR will provide wards with vision examinations and, when the health and/or wellbeing of a ward would be otherwise adversely affected, or when deemed necessary for the
ward's educational goals, provide prescription corrective eye glasses. CONTRACTOR will replace or repair broken eyeglasses up to twice each year per ward. CONTRACTOR will provide visual acuity screening pursuant to CCR Title 15, Section 1432, but will not be responsible for providing corrective eyeglasses for minors housed for a known period of time (e.g. court commitments) of five days or less.

12) PSYCHIATRIC SERVICES
Outpatient mental health services will be available to all wards in the Butte County Juvenile Hall and include screening, evaluation, diagnosis, treatment and referral services. All mental health outpatient services are provided by qualified health services staff. Wards requiring services beyond the on-site capability at the Butte County Facilities are referred to appropriate off-site providers.

All new wards are observed and queried for signs or presence and history of mental illness, including suicidal behavior/ideations, and use of medication for psychiatric treatment as part of the intake health screening. Any ward exhibiting or testifying to presence or history of mental illness is referred to medical/mental health staff for further evaluation. Wards requiring psychotropic medications are counseled regarding potential risks and side effects. CONTRACTOR's "Consent for Medication" form is provided to the ward's guardian for their review and signature. Training is provided to all health care providers on mental health issues.

CONTRACTOR's certified psychiatric registered nurse or LCSW/MFT is on-site eight (8) hours per week to provide crisis intervention, consultation, and treatment. CONTRACTOR psychiatrist provides services via telemedicine once per week, dependent upon need at the Butte County Juvenile Hall. On-call services are available 24 hours per day, 7 days per week.

Wards requiring special housing and/or observation for psychiatric reasons are housed pursuant to consultation with the facility manager or watch commander and the responsible on-duty medical/mental health staff.

The responsible mental health provider and the program manager develop individual treatment plans to meet the treatment needs of the ward during his/her period of incarceration. Crisis intervention and management of acute psychiatric episodes are handled initially by on-duty medical staff with referral to the psychiatric RN/LCSW/MFT and/or psychiatrist. If a ward meets criteria for Section 5150 of the W & I Code, the County Crisis Team will be contacted for evaluation and placement in an appropriate psychiatric inpatient setting as indicated. Inpatient psychiatric care and medical clearances required for wards by acute psychiatric facilities are not the financial responsibility of CONTRACTOR. Butte County Mental Health will contract for access to psychiatric inpatient beds.

CONTRACTOR will collaborate with Butte County Behavioral Health Forensic Services via a mutual psychiatric release of information form and will provide for access to the psychiatric portion of the medical record, with provisions for consultation documentation.

Suicide Prevention:
CONTRACTOR maintains a comprehensive suicide prevention plan that incorporates the cooperative efforts of custody, mental health, and health services staff. This plan includes the following elements: identification, training, assessment, monitoring, housing, referral, communication, intervention, notification, reporting, and review.
Identification - The receiving screening procedure completed at the time of intake into the facilities includes questions and observations regarding mental status and potential for suicidal behavior.

Training - Regularly scheduled training for all COUNTY and CONTRACTOR health services staff is provided to include identification and management of suicidal behavior in the jail setting including high-risk periods of incarceration, suicidal risk profiles, and recognition of verbal and behavioral cues that indicate potential suicide.

Assessment - CONTRACTOR mental health staff are available on-site and on-call for assessment of a ward's level of suicide risk upon referral by CONTRACTOR health services and/or COUNTY staff.

Housing and Monitoring - Wards identified as potentially suicidal are placed on suicide watch by COUNTY, CONTRACTOR health services, or mental health staff.

Referral - All wards displaying suicidal ideation, gestures and/or attempts are referred to the CONTRACTOR's on-site/on-call mental health staff by nursing staff.

Intervention - Intervention and treatment are carried out in accordance with CONTRACTOR Protocols/Standardized Procedures.

Communication - The CONTRACTOR's program manager and COUNTY facility manager are responsible for developing and implementing operational procedures to insure timely and accurate communication between COUNTY and CONTRACTOR health services personnel regarding the status of the ward to include end-of-shift reporting.

Notification:
Next of Kin - Family members of wards who have attempted suicides and/or completed suicides are notified in accordance with the CONTRACTOR Notification of Next of Kin policy.

Facility Manager - CONTRACTOR program manager or on-site health services staff are responsible for reporting all potential and/or attempted and completed suicides to the watch commander as soon as possible.

Review - All completed suicides are reviewed by the CONTRACTOR's Quality Assurance Committee.

13) PRE-PLACEMENT PHYSICAL EXAMINATIONS
When directed by Juvenile Hall Staff, CONTRACTOR will conduct and complete physical examinations on wards prior to their placement to certain outside camps, ranches, or other such facilities, if such facilities have established criteria for admission. CONTRACTOR understands that information that is available from the initial physical screening has generally been sufficient. CONTRACTOR will provide medical screening for ward workers prior to their assignment to kitchen duty, coordinating clearances within five (5) working days.

14) MANAGEMENT OF PHARMACEUTICALS AND DISTRIBUTION OF MEDICATIONS
Pharmacy Formulary, Purchasing, and Inventory Systems
Diamond Pharmacy is CONTRACTOR's pharmacy provider and system monitor for on-site pharmaceutical storage, monitoring, and administration practices. CONTRACTOR's physicians
work with Diamond's pharmacists to develop appropriate monitoring criteria, and the pharmacist conducts an annual pharmacy inspection. Diamond Pharmacy provides pharmaceuticals within 24-hours, and contracts with local pharmacies for stat orders. Pharmaceuticals are stored, controlled, dispensed, and administered in accordance with state pharmaceutical guidelines. CONTRACTOR's physician and the physician team oversee prescribing practices and update the drug formulary as needed.

CONTRACTOR formulary includes items commonly used in the correctional setting. Inmates who come into the facilities on non-formulary items will have their medications reviewed by the on-site Physician as outlined in CONTRACTOR Formulary Exception Request (FERQ) process.

CONTRACTOR on-site Medical Director and Psychiatrist may request a non-formulary drug, FERQ Medication, when:

- A non-formulary drug (FERQ) medication is medically indicated to assure optimal treatment of the inmate/patient.
- A non-formulary drug (FERQ) medication is less likely to result in decrease side effects and/or complications.
- A non-formulary drug (FERQ) medication has been the only drug in its class to stabilize and maintain the historical safety of the inmate/patient.
- When the inmate/patient returns from the State Department and Mental Health as trial competent on non-formulary (FERQ) medications.

CONTRACTOR distributes monthly graphs to CONTRACTOR’s program managers, medical directors, and all mid-level practitioners showing the percentage of inmates in each facility on prescribed medication. This allows CONTRACTOR’s medical management staff to be aware of prescription practices relative to all other CONTRACTOR programs in California.

Administration of Medication
CONTRACTOR’s nursing staff administer medications at the Facilities in accordance with medication policies and procedures. Medications are administered principally on a BID basis, although medications that require administration more frequently (TID or QID) are administered as ordered. Medications will only be given on the order of the Physician, Psychiatrist, Dentist, mid-level provider, or RN operating under standardized procedures. Health services staff respond to emergency requests for medication as needed.

- All prescribed medications administered are recorded on the medication administration record. If a prescribed medication is not administered, there is documentation noting the reason (i.e. refused, in court).
- CONTRACTOR’s nurse administering medications verifies the identity of the patient by checking the armband or photo ID. The nurse is responsible for and verifies the following: appropriate medication, as ordered, proper dose, given to correct inmate, given at correct time, vital signs taken where indicated, and given correct route. The nurse also ensures that the patient takes the medication in the presence of the nurse and checks for cheating or palming of medications.
- All pharmaceuticals are stored in locked cabinets within a secure area. Controlled substances and syringes are inventoried on a daily basis.
CONTRACTOR will be responsible for arranging for and providing methadone maintenance for pregnant female inmates when medically indicated.

15) **MEDICAL RECORDS**
CONTRACTOR healthcare providers maintain individual, complete and dated health records, which include, but are not limited to:

- The completed "Receiving Screening" form.
- "Health Inventory/Communicable Disease Screening" forms.
- "Problem list".
- Prescribed medications and their administration.
- Laboratory, x-ray and diagnostic studies.
- "Consent" and "Refusal" forms.
- "Release of Information" forms.
- Place and date of health encounters (time, when pertinent).
- Health service reports (i.e., dental, psychiatric, and other consultations).
- Hospital Discharge Summaries.
- Jail Medical Record Summaries (transfer forms).

All health services staff are responsible for maintaining current, accurate and legible medical records.

**Medical Records Audit**
CONTRACTOR's Medical Director or designee monitors services provided by non-physician providers, including a focus on medical records quality, pharmaceutical practices and carrying out of direct or standing orders. CONTRACTOR has an established an audit committee that includes our Program Manager, Medical Director and Psychiatrist. The audit committee performs focused medical record audits and reviews monthly statistical data, inmate grievances, off-site referral and incident reports. The Medical Audit Committee is part of the Quality Assurance Committee. CONTRACTOR submits an annual audit report on health care delivery and pharmaceutical services, noting corrective action taken as a result of audits.

**Confidentiality of Health Care Record**
The physician-patient confidentiality privilege applies to the medical/psychiatric record. Access to the patients' medical record is controlled by the Medical Director, or designee.

Access to medical records is limited to licensed health services providers and medical records personnel.

CONTRACTOR's health authority or designee shares information with the COUNTY as necessary to deliver medical treatment and to preserve the health and safety of inmates and staff in accordance with state regulations. All requests for medical information require written consent of the inmate, guardian or subpoena. Alcohol and drug abuse information is confidential under federal regulations and can be disclosed only by specific written consent of the inmate or guardian. "Release of Information" forms are processed by the program manager or his/her designee.

CONTRACTOR provides copies of medical records in any criminal or civil litigation to the designated Jail Administrator upon written request of County Counsel.
Transfer of Health Records and Information
CONTRACTOR's health services staff complete the Transfer of Medical Information form on all transfers from one correctional facility to another. The completed form is sent with the transportation deputy, sealed and marked "Attention Medical Personnel." A copy of the transfer form is maintained in the inmates' medical record.

16) MEDICAL DIETS
Dietary services in the Butte County Juvenile Hall adhere to the standards outlined in Title 15, Section 1240-1249 of the California Administrative Code. In general, sufficient variety will be offered so that individuals with specific dietary restrictions can meet their nutritional needs in an appropriate fashion. Simple instructions from the CONTRACTOR's health services staff on how to properly select from the menu will be offered. CONTRACTOR will coordinate for the provision of special diets with the COUNTY'S food service coordinator.

17) EDUCATION
Preventative Care/Ward Education
Medical preventative maintenance, screening and education are provided to wards at the Butte County Juvenile Hall. Health education materials are provided to all wards upon request.

In addition, individual patient education is provided on a regular on-going basis during patient/staff encounters. Topics include, but are not limited to:
- Sexually transmitted diseases
- HIV/AIDS counseling
- General health issues (alcohol, drug abuse education, prenatal care, diet and nutrition)
- Tuberculosis

The nurse provides brief educational segments related to health at Table Mountain School monthly.

Article IIC. Other Services:

1) OFFICER TESTING AND TRAINING
CONTRACTOR will provide Hepatitis B series and TB testing for Juvenile Hall counselor staff. CONTRACTOR will provide labor and materials and documentation of test results. COUNTY will maintain record keeping system, provide Hepatitis B vaccine, TB solution, and coordinate scheduling in conjunction with CONTRACTOR.

CONTRACTOR will provide extensive officer training for detention staff at the Jail and Juvenile Hall.

2) TRANSPORTATION
CONTRACTOR will be responsible for all emergency transportation costs, including up to three emergency helicopter flights per year. COUNTY will be responsible for all routine transportation costs. CONTRACTOR will authorize all emergency transportation costs with the exception of life-threatening emergencies.

3) EQUIPMENT, FURNISHINGS, AND SUPPLIES
CONTRACTOR will safeguard all existing COUNTY owned equipment and replace as needed. CONTRACTOR will also continue to be responsible for disposing of contaminated medical waste.
4) RESPONDING TO COMPLAINTS AND INQUIRIES
CONTRACTOR will review, evaluate, and respond to inmate inquiries and parental inquiries for detained minors, writs, complaints, and grievances in a professional and productive manner, in accordance with established detention policy and procedure. CONTRACTOR will testify in court, as necessary, concerning writs of habeas corpus filed by inmates. As requested by the COUNTY, CONTRACTOR will provide written reports and responses to administrative inquiries about incidents, inmate/ward’s medical status or condition, or medical or dental service delivery issues. The CONTRACTOR’s program manager will be responsible for eliciting responses from service providers as applicable for each grievance and summarizing in his or her report. All wards’ grievances relating to medical, dental, and psychiatric services will be reviewed by the CONTRACTOR’s Medical Audit Committee.

ARTICLE III: PERSONNEL

3.1 Staffing. CONTRACTOR shall provide support personnel as necessary for the rendering of health care services to inmates and wards at the Facilities as described within and required by this Agreement and its written proposal. The staffing plan set forth in the Scope of Work includes the agreed-upon staffing pattern necessary to provide the health care services required by the Facilities for an inmate population of 590 at the Jail and 50 wards of the Juvenile Hall. Contractor assures that said staffing patterns shall be maintained at all times. Sheriff’s Office will provide expedited security clearance process for contractor staff.

Juvenile Hall has elected 8 hour per day seven days per week nursing staff to include the administering medication in the evening to Wards requiring pharmaceutical treatment.

STAFFING PLAN:

CONTRACTOR’s RN Program Manager will be on-site a minimum of 40 hours per week and will have the overall responsibility for overseeing the day-to-day operations for the health services program. The Program Manager will work closely with the on-site Medical Director, psychiatrist, nurse practitioner and psychiatric nurse to ensure that services provided are consistent with CONTRACTOR and COUNTY policies and Title 15 and IMQ standards. In addition, CONTRACTOR’s Program Manager will coordinate Quality Assurance activities with the Medical Director to ensure compliance with CONTRACTOR’s Quality Management Program and will be designated as the liaison with COUNTY staff.

Other responsibilities will include attending administrative meetings with Sheriff’s Office, Detention Administration, Probation and County staff as scheduled, and close coordination with the Facility Commanders, Public Health, Courts and local hospitals to ensure coordination of services. This individual will also oversee the recruitment, hiring, scheduling, procurement of pharmaceuticals and supplies and will supervise staff at the COUNTY Facilities. CONTRACTOR’s RN Program Manager is also expected to assist with covering shifts if all other alternatives have been exhausted.

CONTRACTOR’s on-site Medical Director will be on site a minimum of 8 hours per week, and will monitor the quality of medical care, provide support for mid-level providers, oversee the off-site referral process, participate in the quality assurance program, and provide direct physician services as appropriate. A physician assistant (PA) or nurse practitioner (NP) will be on-site 48 hours per week, providing direct patient services to include sick call, physicals and chronic care clinics. The on-site Medical Director and the nurse practitioner will share call 24/7/365.

CONTRACTOR’s psychiatrist will provide tele-psychiatry services 8-10 hours per week, or as needed. The psychiatrist will have overall responsibility for overseeing the mental health services provided at the
Facilities and will work closely with the on-site Medical Director to ensure the coordination of medical and mental health services. The psychiatrist will be responsible for designing and implementing a suicide prevention program and working closely with the Medical Director and COUNTY management to ensure that the provisions of the plan are followed. The Medical Director and psychiatrist will work collaboratively to maintain an active drug formulary to meet the needs of the COUNTY.

CONTRACTOR’s Inmate Services Coordinator/Discharge Planner will be scheduled 40-hours per week to facilitate the services of inmates being released into the community and re-entry into the medical or psychiatric treatment services.

CONTRACTOR’s dentist is scheduled for 15 hours per week and a dental assistant is scheduled for 24 hours per week. They will be responsible for the provision of emergent dental services to the inmates at the jail facility. Minors who require emergent dental services will be referred to a community dentist.

**Day Shift**

CONTRACTOR’s Physician’s Assistant or Family Nurse Practitioner (PA/FNP) will be on-site for forty-eight (48) hours per week. The responsibilities of the PA/FNP will include the provision of daily sick call and physicals, assisting the physician with chronic care clinics, responding to emergencies and participating in Quality Assurance activities as assigned. In addition, the PA/FNP will share call with the physician.

CONTRACTOR’s Registered Nurse (RN) will be on-site seven days per week, with responsibility for assisting the PH/FNP with sick call as needed, performing annual physicals, assisting with chronic care clinics as scheduled by the Medical Director, assisting in booking with intake health screenings, providing medication review and management, triaging sick call requests, responding to man down calls, monitoring inmates on alcohol withdrawal protocol, performing safety cell checks and assisting with health appraisals.

In addition to the RN on the day shift, CONTRACTOR’s Licensed Vocational Nurse (LVN) will be responsible for medication administration transcribing orders, assisting with the 14-day health appraisals, diabetic checks, lab draws, treatments and assisting the RN as required.

CONTRACTOR’s full-time and a part time Clerical assistant will be scheduled five days per week to assist the nursing staff and medical providers at the Facilities as needed. Their duties will include filing, maintaining the medical records, scheduling off-site appointments, ordering supplies as needed and assisting the program manager with administrative duties.

CONTRACTOR’s psychiatric RN or MFCC will be on-site 48 hours per week, covering both Facilities, responsible for triaging mental health sick call requests, responding to the booking area to evaluate inmates with mental health problems, crisis intervention, performing suicide assessments, counseling, group therapy and discharge planning.

**Evening / Night Shift at the Jail**

One RN will be scheduled in the Jail on the PM and night shifts, seven days per week and will be responsible for intake health screenings and assessments, triaging sick call requests, responding to man-down calls, assisting with monitoring inmates in sobering and safety cells and performing health appraisals.

One LVN will be scheduled in the Jail 12-8 PM, seven days per week, and one LVN will be scheduled in the Jail on the PM and night shifts seven days per week. These positions will, primarily be responsible for
medication administration, transcribing orders, pharmacy inventory, blood draws, treatments and assisting the RNs as needed.

**Staff Coverage at Juvenile Hall**

One LVN or RN will be scheduled in the Juvenile Hall 7 am to 3pm PM. The RN will primarily be responsible for providing sick call under standardized procedures, performing 96-hour physicals, responding to emergencies and routine nursing duties. The LVN will primarily be responsible for medication administration, transcribing orders, pharmacy inventory, blood draws, treatments and assisting the RNs as needed. An LVN or RN will administer evening medications at Juvenile Hall.

<table>
<thead>
<tr>
<th>BUTTE COUNTY STAFFING</th>
</tr>
</thead>
<tbody>
<tr>
<td>ADULT AND JUVENILE FACILITIES</td>
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<tr>
<td>January 1, 2015</td>
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<tr>
<td>POSITION</td>
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<td>R.N. Program Manager</td>
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<td>R.N.</td>
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<tr>
<td>L.V.N.</td>
</tr>
<tr>
<td>L.V.N./RN.*</td>
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<tr>
<td>Clerk **</td>
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**NIGHT SHIFT**

Evening pill pass nurse covering juvenile hall seven days per week

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<th>POSITION</th>
<th>Hours Per Week</th>
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<td>L.V.N.**</td>
<td>Minimum Two Visits Per Week</td>
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<td>1.4</td>
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<tr>
<td>L.V.N.</td>
<td>12-8</td>
<td>12-8</td>
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<td>R.N.</td>
<td>7-7</td>
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<tr>
<td>Physician Assistant/FNP/RN</td>
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<td>Minimum Two Visits Per Week</td>
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<td>8-10</td>
<td>8-10</td>
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<tr>
<td>Discharge Planner</td>
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<td>Psychiatric RN / or MFCC</td>
<td>48 Hours Per Week TBD</td>
<td>48</td>
<td>1.2</td>
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<tr>
<td>Psychiatrist</td>
<td>8-10 Hours Per Week or as needed</td>
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<td>Mental Health On-Call</td>
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<tr>
<td>Medical Provider On-Call</td>
<td>24 Hours a Day, Seven Days a Week</td>
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<tr>
<td>Dentist</td>
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<td>Dental Assistant</td>
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<td>Total Staffing</td>
<td>822</td>
<td>822</td>
<td>20.6</td>
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* Covered with RN 3 days and LVN for 4 days per week

** Hours may be reduced after EMR

3.2 Contractor Staff Training and Personnel Development.

Topics covered in Contractor’s training program include, but are not limited to:

- Ethical standards
- Code of conduct and including facility code of conduct
- Conditions of employment
- Organizational/reporting structures
- CONTRACTOR policies and procedures
• Correctional health care and constitutional issues - facility security issues
• Facility specific procedures
• Drug-free workplace
• IMQ standards of care
• Receiving screening (intake health screening)
• 14-day health assessments
• Sick call
• Medication management (pill call)
• Chronic care
• Suicide prevention and intervention
• Alcohol and drug withdrawal
• Advanced clinical provider care
• Infection control program/OSHA guidelines/blood-borne pathogen policies
• Infirmary/observation care
• Medical records management
• Confidentiality of records
• Uniek EMR training
• Emergency care
• Employee injury/exposure plan
• General health care issues (i.e., dietary, laboratory, radiology, etc.)
• Hepatitis immunization
• Quality improvement/risk management
• Inmate release/transfer – off-site referrals
• Safety issues
• Segregation rounds
• Sexual harassment and PREA
• Spooofio position orientation
• TB Screening
• UM referral process
• Stocking and restocking of medical supplies
• Equipment usage

3.3 **PREA Standards Compliance.** CONTRACTOR will ensure that all healthcare staff maintain a zero tolerance of sexual abuse or sexual misconduct towards clients and staff. CONTRACTOR staff will attend the mandated training as required and will work collaboratively with the Sheriff’s Office to ensure compliance with PREA standards. CONTRACTOR has developed PREA Policies and Procedures and has provided training to all staff who work in the Correctional Facilities.

3.4 **Licensure, Certification and Registration of Personnel.** All personnel provided or made available by CONTRACTOR to render services hereunder shall be licensed, certified or registered, as appropriate, in their respective areas of expertise as required by applicable California law.

3.5 **Security Investigations.** In addition to the employee screening provided by CONTRACTOR the COUNTY reserves the right to conduct additional mini-background investigations of CONTRACTOR employees as necessary. The purpose of the mini-background checks are for the purpose of identifying past criminal behavior and/or convictions and any drug related offenses. Should removal of an individual become necessary, CONTRACTOR will be allowed reasonable time to find an acceptable replacement, without penalty or any prejudice to the interests of CONTRACTOR.

3.6 **Use of Inmates/Wards in the Provision of Health Care Services.** Inmates or wards shall not be employed or otherwise engaged by CONTRACTOR, the Sheriff, or Chief Probation Officer in the direct rendering of any health care services. Upon prior written approval of the Sheriff or Chief Probation...
Officer, Inmates or wards may be used in positions not involving the rendering of health care services directly to inmates or wards.

3.7 Independent Contractor. No relationship of employer and employee is created by this Agreement, it being understood that Contractor will act hereunder as an independent contractor, and none of the attending physicians, nursing personnel, or administrative support personnel performing service for CONTRACTOR pursuant to this Agreement, whether said person be member, partner, employee, subcontractor, or otherwise, shall have any claim under this Agreement or otherwise against the COUNTY for sick leave, vacation pay, retirement benefits, social security, workers’ compensation, disability, unemployment insurance benefits, or employee benefits of any kind. Furthermore, CONTRACTOR agrees to perform its work and functions at all times in accordance with the standards of the medical profession in the community. The sole interest of the COUNTY is to ensure that said medical service shall be performed and rendered in a competent, efficient, and satisfactory manner.

3.8 Non-Discrimination. During the performance of this Agreement, CONTRACTOR and the COUNTY, and their respective employees, agents, subcontractors, and assignees agree as follows:

(a) None will discriminate against any employee or applicant for employment because of race, religion, color, sex, sex preference, age, color, disability, marital status, national origin, or ancestry, except where religion, sex or national origin is a bona fide occupational qualification reasonably necessary to the normal operation of CONTRACTOR. Each will agree to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

(b) In all solicitations or advertisements for employees, each shall state that CONTRACTOR is an equal opportunity employer.

(c) Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.

ARTICLE IV: COMPENSATION

4.1 Basic Compensation. The COUNTY will pay to Contractor the basic price annual sum of $3,475,000 for Jail and $387,580 for Juvenile Hall. January is prorated reducing the calendar year total sum to $3,356,787 for the Jail and $374,395 for Juvenile Hall for the first year of this Agreement, payable in equal monthly installments of $289,583.33 (Jail) and $32,298.33 (Juvenile Hall) except for January 2015 which is a prorated payment of eighteen (18) days for a payment of $171,369.86 (Jail) and $19,113.53 (Juvenile Hall). Contractor shall provide an itemized invoice to the COUNTY thirty (30) days prior to the month in which services are to be provided. Separate invoices shall be provided for the Jail and Juvenile Hall. The COUNTY agrees to process payment to CONTRACTOR after receipt of an invoice for the month in which services are rendered. In the event this Agreement should commence or terminate on a date other than the first or last day of any calendar month, compensation to CONTRACTOR will be prorated accordingly for the shortened month.

4.2 Increases in Inmate/Ward Population. The parties agree the annual price is based on a base average daily population (ADP) of 500 adult inmates and 50 juvenile wards. If, in any calendar quarter, the average monthly adult ADP exceeds 590 inmates, the COUNTY will pay CONTRACTOR a per diem of $5.15 per inmate above that threshold. If, in any calendar quarter, the average monthly juvenile ADP exceeds 50 wards, the COUNTY will pay CONTRACTOR a per diem of $3.78 per ward above that threshold.

The excess over the above specified populations, if any, will be multiplied by the per diem rate to arrive at the increase in compensation payable to CONTRACTOR for the month. This per diem is intended to cover additional costs in those instances where minor, short-term increases in the inmate/ward population result in the higher utilization of routine supplies and services. However, the per
diem is not intended to provide for any additional fixed costs, such as new staffing positions, which might prove necessary if the inmate/ward population grows significantly and if the population increase is sustained.

4.3 Decreases in Inmate Population. The parties agree that the annual base price is calculated upon an average monthly population in the Jail of up to 590 inmates. If the average monthly population is less than 525 inmates, the compensation shall be decreased by a per diem rate of $5.18 for each inmate under 525. Said per diem, if any, will be invoiced to CONTRACTOR by the COUNTY on a quarterly basis by the per diem rate of $5.18 for each inmate under 525.

4.4 Compensation Escalator. The compensation (i.e. annual base price and per diem rate as defined in Sections 4.1 and 4.2 respectively) to CONTRACTOR for succeeding twelve (12) month periods (after the first twelve months of the Agreement) shall be increased by the percentage increase of the Consumer Price Index (CPI-U), Medical Care Component (MCC) for the San Francisco-Oakland Region October of the past year to October of the current year. Example: If the October 2015 to October 2016 percentage increase of the aforementioned statistic is 2.5%, then the base price for the Jail and Juvenile Hall as described in section 4.1 would be adjusted for the period of January 1, 2016 to December 31, 2016 as follows: (Jail base of $3,176,000 times 1.026 equals $3,661,875 and Juvenile Hall base of $387,580 times 1.025 equals $397,269.50). This formula would also be used for the per diem rate described in section 4.2. This same process would be used for the period of January 1, 2017 to December 31, 2017 and calendar years 2018, 2019 and 2020.

4.5 Pharmacy. The proposal includes comprehensive pharmacy services and management including medication management, prescribing, filling, dispensing administration, recordkeeping, reporting and invoicing and quality assurance. CONTRACTOR will be responsible for all the pharmaceutical costs with the exception of certain medications that are included in the $25,000 annual aggregate cap which covers AIDS, HIV, Hepatitis C, and blood disorder medication. Any expenses incurred from such medications in excess of $25,000 per year will be the COUNTY responsibility.

ARTICLE V: LIABILITY AND RISK MANAGEMENT

5.1 Insurance Requirements. At all times during this Agreement, CONTRACTOR shall maintain insurance and shall comply with all aspects of the County’s insurance requirements as set forth in Attachment I (Insurance Requirements for County Contracts) attached hereto and made a part hereof.

Certificates of Insurance shall be supplied to the Butte County Sheriff’s Office prior to January 13, 2015 and annually thereafter.

Notice of Cancellation must be provided to the COUNTY in accordance with the notification requirements of this Agreement.

5.2 Indemnification. In addition to the other provisions set forth in Attachment I, the COUNTY does hereby agree to indemnify and hold harmless CONTRACTOR, its agents, servants, employees and medical staff from any and all injuries, claims, actions, lawsuits, damages, judgments or liabilities of any kind whatsoever arising out of the operation and maintenance of the facilities, the custody of inmates and all provisions for the physical security of all such CONTRACTOR personnel, except as would relate to any injury, claim action, lawsuit, damage, judgment or liability caused by or contributed to by the negligence of CONTRACTOR, its agents, servants, employees or medical staff to the extent of such negligence.

ARTICLE VI: REPORTS AND RECORDS

6.1 Medical Records. CONTRACTOR shall cause and require to be maintained complete and accurate medical records for each inmate/ward who has received health care services. Each medical
record will be maintained in accordance with applicable laws, IMQ standards, CCR Title 15, and the policies and procedures of the respective Facilities. The medical records shall be kept separate from the inmate/ward's confinement record. Medical information can be shared with the Facilities administrators as directed by County Counsel for litigation purposes. Copies of medical information will be sent to off-site facilities as needed for continuity of care purposes. Medical records shall be kept confidential. Subject to applicable law regarding confidentiality of such records, CONTRACTOR shall comply with California law and the policies and procedures of the Facilities with regard to access by inmates/wards and Facilities staff to medical records. No information contained in the medical records shall be released by CONTRACTOR except as provided by the Sheriff's or Chief Probation Officer's policy, by a court order, or otherwise in accordance with the applicable law. CONTRACTOR shall, at its own cost, provide all medical records, forms, jackets, and other materials necessary to maintain the medical records. At the termination of this Agreement, all medical records shall be delivered to and remain with the Sheriff or Chief Probation Officer, whatever the case may be. However, the Sheriff and Chief Probation Officer shall provide CONTRACTOR with reasonable ongoing access to all medical records even after the termination of this Agreement for the purposes of defending litigation.

CONTRACTOR shall utilize COUNTY's Securus/Archonix Jail Management System Electronic Medical Records System (EMR) for Jail inmate medical record keeping.

6.2 Regular Reports by Contractor. CONTRACTOR shall provide to the Sheriff and Chief Probation Officer, on a date and in a form mutually acceptable to each, monthly and annual reports relating to services rendered under this Agreement.

6.3 Inmate Information. Subject to the applicable California law, in order to assist CONTRACTOR in providing the best possible health care services to inmates/wards, the Sheriff and Chief Probation Officer will provide CONTRACTOR with information pertaining to inmates/wards that CONTRACTOR and the Sheriff or Chief Probation Officer identify as reasonable and necessary for CONTRACTOR to adequately perform its obligations hereunder.

6.4 Contractor Records Available with Limitations on Disclosure. CONTRACTOR shall make available to the Sheriff or Chief Probation Officer, at their request, all records, documents and other papers relating to the direct delivery of health care services to inmates/wards hereunder. The COUNTY, and its Sheriff and Chief Probation Officer understand that many of the systems, methods, procedures, written materials and other controls employed by CONTRACTOR in the performance of its obligations hereunder are proprietary in nature and will remain the property of CONTRACTOR. Information concerning such may not, at any time, be used, distributed, copied or otherwise utilized by the COUNTY except in connection with the delivery of health care services hereunder, or as permitted or required by law, unless such disclosure is approved in advance writing by CONTRACTOR.

6.5 Inmate/Ward Records Available to Contractor with Limitations on Disclosure. During the term of this Agreement and for a reasonable time thereafter, the COUNTY will provide CONTRACTOR, at CONTRACTOR's request, records relating to the provision of health care services to inmates/wards as may be reasonably requested by CONTRACTOR or as are pertinent to the investigation or defense of any claim related to CONTRACTOR's conduct. Consistent with applicable law, the COUNTY will make available to CONTRACTOR such records as are maintained by the Facilities, hospitals and other outside health care providers involved in the care or treatment of inmates/wards (to the extent the COUNTY have any control over those records) as CONTRACTOR may reasonably request. Any such information provided by the COUNTY to CONTRACTOR that the COUNTY considers confidential shall be kept confidential by CONTRACTOR and shall not, except as may be required by law, be distributed to any third party without the prior written approval of the COUNTY.

6.6 Third Party Billing. CONTRACTOR is prepared to assist COUNTY in identifying the hospitals and other providers that should be registered by the COUNTY as authorized Medi-Cal providers, as needed. CONTRACTOR will securely provide relevant medical claims data to the COUNTY to enable County Medi-Cal claiming.
CONTRACTOR will work closely with Butte County Department of Health and Social Services to assure continuity of care for inmates upon release for their continued medical, mental health and substance abuse treatment needs.

ARTICLE VII: SECURITY

7.1 General. CONTRACTOR and the COUNTY understand that adequate security services are necessary for the safety of the agents, employees and subcontractors of CONTRACTOR as well as for the security of inmates/wards and the Facilities staff, consistent with the correction setting. The COUNTY will provide sufficient security to enable CONTRACTOR to safely and adequately provide the health care services described in this Agreement. Nothing herein shall be construed to make the COUNTY, their correctional staff or employees a guarantor of the safety of CONTRACTOR employees, agents or subcontractors, including their employees.

7.2 Loss of Equipment and Supplies. The COUNTY shall not be liable for loss of or damage to equipment and supplies of CONTRACTOR, its agents, employees or subcontractors unless such loss or damage was caused by the negligence of the COUNTY or its employees.

7.3 Security During Transportation Off-Site. The COUNTY will provide security as necessary and appropriate in connection with the transportation of any inmate/ward between the Facilities and any other location for off-site services as contemplated herein.

ARTICLE VIII: OFFICE SPACE, EQUIPMENT, INVENTORY AND SUPPLIES

8.1 General. The COUNTY agrees to provide CONTRACTOR with office space, facilities, equipment, and utilities (including all local telephone costs, but excluding long distance telephone costs which CONTRACTOR shall reimburse monthly to the COUNTY). The COUNTY will provide necessary maintenance and housekeeping of the office space and facilities. CONTRACTOR agrees it has inspected the Facilities and medical office space and facilities and that such space and facilities are sufficient for its agents, employees and subcontractors to perform all of the obligations required under this Agreement.

8.2 Delivery of Possession. The COUNTY will continue to provide to CONTRACTOR, beginning on the date of commencement of this Agreement, possession and control of all COUNTY medical and office equipment and supplies in place at the Facilities’ health care unit. At the termination of this or any subsequent Agreement, CONTRACTOR shall return to the COUNTY possession and control of all supplies, medical and office equipment, in working order, reasonable wear and tear excepted, which were in place at the Facilities’ health care unit prior to the commencement of services under this Agreement.

8.3 Maintenance and Replenishment of Equipment. The COUNTY will continue to maintain all COUNTY equipment necessary for the performance of this Agreement by CONTRACTOR in working order during the term of this Agreement. If additional equipment and instruments are required by CONTRACTOR during the term of this Agreement, it shall be the responsibility of CONTRACTOR to purchase such items at its own cost. At the end of this Agreement, or upon termination, the COUNTY shall be entitled to purchase CONTRACTOR’s equipment and instruments upon a mutually agreed depreciation schedule.

8.4 General Maintenance Services. The COUNTY will provide for each inmate/ward receiving health care services the same services and facilities provided for all inmates/wards at the Facilities including, but not limited to, daily housekeeping services, dietary services, building maintenance services, personal hygiene supplies and services, and linen supplies.
8.5 Possessory Interest Taxation. CONTRACTOR should recognize and understand that this Agreement may create a possessory interest subject to property taxation, pursuant to California Revenue and Taxation Code Section 107.6, and CONTRACTOR may be subject to the payment of property taxes levied on such interest. If such taxes are levied, CONTRACTOR shall promptly pay upon demand.

ARTICLE IX: MISCELLANEOUS

9.1 Assignment and Subcontracting. CONTRACTOR shall not assign this Agreement to any other corporation without the express written consent of the COUNTY, which consent shall not be unreasonably withheld. Any such assignment or subcontract shall include the obligations contained in this Agreement. Any assignment or subcontract shall not relieve CONTRACTOR of its independent obligation to provide the services and be bound by the requirements of this Agreement.

Recognized principle subcontractors are: Diamond Pharmacy for Pharmacy and Medical Supplies; Quest Diagnostics for laboratory services; Stericycle for the disposal of medical waste; Quest Mobile Diagnostics for Facility/on-site x-rays. CONTRACTOR may change subcontractors upon written notice to COUNTY.

9.2 Notice. Unless otherwise provided herein, all notices or other communications required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been duly given if delivered personally in hand or sent by certified mail, return receipt requested, postage prepaid, and addressed to the appropriate party at the following address or to any other person at any other address as may be designated in writing by the parties:

(a) County: Kory L. Honea  
Sheriff-Coroner  
County of Butte  
33 County Center Drive  
Oroville, CA 95965

(b) Contractor: Dan Hustedt, Chief Administrative Officer  
California Forensic Medical Group, Inc.  
2511 Garden Road, Suite A160  
Montery, CA 93940

Notices shall be effective upon receipt.

9.3 Governing Law. This Agreement and the rights and obligations of the parties hereto shall be governed by, and construed according to, the laws of the State of California.

9.4 Amendment. This Agreement may be amended or revised only in writing and signed by all parties.

9.5 Waiver of Breach. The waiver by either party of a breach or violation of any provision of this Agreement shall not operate as, or be construed to be, a waiver of any subsequent breach of the same or other provision hereof.

9.6 Other Contracts and Third-Party Beneficiaries. The parties acknowledge that CONTRACTOR is neither bound by nor aware of any other existing contracts to which the COUNTY is a party and which relate to the providing of medical care to inmates at the Facilities. The parties agree that they have not entered into this Agreement for the benefit of any third person or persons, and it is their express intention that the Agreement is intended to be for their respective benefit only and not for the benefit of others who might otherwise be deemed to constitute third-party beneficiaries hereof.
9.7 **Severability.** In the event any provision of this Agreement is held to be unenforceable for any reason, the unenforceability thereof shall not affect the remainder of the Agreement, which shall remain in full force and effect and enforceable in accordance with its terms.

9.8 **Liaison.** The following officials shall be the liaison with CONTRACTOR for their respective areas of interest:

(a) **Contract Coordination:**

Lt. Robert Hadley or Linda Bermann  
Butte County Sheriff's Office, Jail Division  
33 County Center Drive  
Oroville, CA 95965  
530-538-4361

(b) **Jail Operations:**

Cpt. Andy Duch  
Butte County Sheriff's Office, Jail Division  
33 County Center Drive  
Oroville, CA 95965  
530-538-7447

(c) **Juvenile Hall Operations:**

Chief Probation Officer Steve Bordin  
Butte County Juvenile Hall  
42 County Center Drive  
Oroville, CA 95965  
530-538-7663

(b) Superintendent Wayne Barley  
Butte County Juvenile Hall  
41 County Center Drive  
Oroville, CA 95965  
530-538-4390

9.9 **Entire Agreement.** This Agreement and its exhibits constitute the entire agreement of the parties and is intended as a complete and exclusive statement of the promises, representations, negotiations, discussions and agreements that have been made in connection with the subject matter hereof. No modifications or amendments to this Agreement shall be binding upon the parties unless the same is in writing and signed by the respective parties hereto. All prior negotiations, agreements and understandings with respect to the subject matter of this Agreement are superseded hereby.

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**EXHIBIT “A”**

**Acknowledgement of OTHER COUNTY Contracts**

CONTRACTOR serves the following California Counties: Amador, Calaveras, Colusa, El Dorado, Glenn, Humboldt, Imperial, Kings, Lake, Madera, Mendocino, Merced, Placer, San Benito, Santa Cruz, Monterey, Napa, Nevada, San Diego, Shasta, Solano, Sonoma, Stanislaus, Tuolumne, Ventura and Yolo.
Attachment III

TERMS AND CONDITIONS

1. **Scope of Work.** The work to be undertaken is identified in the attached “Attachment II – Scope of Work” which is made a part of this Contract.

2. **Reimbursement.** The work shall be performed for the Fixed price, Annual price, Monthly price or Hourly rate as indicated above in the variable information table, but shall not exceed the Not-to-Exceed Price if included in the variable information table. Reasonable expenses are authorized in addition to the Hourly Rate if both the Hourly Rate block and the block authorizing Reasonable Expenses are checked in the variable information table. Payment shall be made after the Project Manager or designee reviews and approves the work and after submittal of an invoice by the Contractor.

3. **County Project Manager.** The County project manager or designee for this undertaking who will receive payment invoices and answer questions related to the coordination of this undertaking is identified above in the variable information table.

4. **Independent Contractor.** Contractor is an independent contractor, working under his/her own supervision and direction and is not a representative or employee of County. Contractor agrees to file tax returns and pay all applicable taxes on amounts paid pursuant to this Contract.

5. **Confidentiality and Ownership.** The County retains the exclusive right of ownership to the work, products, inventions and confidential information produced for the County by the Contractor, and the Contractor shall not disclose any information, whether developed by the Contractor or given to the Contractor by the County.

6. **Termination.** This Contract may be terminated by either the County or Contractor by a thirty day written notice. Authorized costs incurred by the Contractor will be reimbursed up to the date of termination. Notwithstanding anything stated to the contrary herein, this Contract shall expire on the Completion Date indicated in the above Variable Information Table unless the Completion Date is modified by written amendment to this Contract.

7. **Indemnification.** Contractor agrees to accept responsibility for loss or damage to any person or entity, and to defend, indemnify, hold harmless and release the County, its officers, agents and employees from and against any and all actions, claims, damages, disabilities or expenses that may be asserted by any person or entity, including Contractor, to the extent arising out of or in connection with the negligent acts or omissions or willful misconduct in the performance by Contractor hereunder, whether or not there is concurrent negligence on the part of the County, but excluding liability due to the active negligence or willful misconduct of the County. This indemnification obligation is not limited in any way by any limitation on the amount or type of damages or compensation payable to or for Contractor or its agents under worker’s compensation acts, disability benefit acts, or other employee benefits acts. Contractor shall be liable to County for any loss of or damage to County property arising out of or in connection with Contractor’s negligence or willful misconduct.

8. **Insurance Requirements.** Contractor shall procure and maintain for the duration of this Contract, insurance against claims for injuries to persons or damages to property which may arise from, or be in connection with the performance of the Work hereunder by Contractor, Contractor’s agents, representatives, employees and subcontractors. At the very least, Contractor shall maintain the insurance coverages, limits of coverage, and other insurance requirements as described in Attachment I to this Contract.
9. **Changes to the Contract.** Changes to this Contract may only be approved by written amendment to this Contract.

10. **Contractor's Standard of Care.** County has relied upon the professional ability and training of the Contractor as a material inducement to enter into this Contract. Contractor hereby warrants that all of Contractor's work will be performed in accordance with generally accepted and applicable professional practices and standards as well as the requirements of applicable Federal, State and local laws, it being understood that acceptance of Contractor's work by County shall not operate as a waiver or release.

11. **Termination for Exceeding Maximum Level of Expenditures.** Contracts exceeding the monetary limits delegated to the Purchasing Agent, or authorized deputies, are not valid unless duly executed by the Chair of the Board of Supervisors. If this Contract was executed for the County of Butte by the Purchasing Agent, or authorized deputy, this Contract shall automatically terminate on the date that the provision of services or personal property or incurring of expenses, the cumulative total of which, exceeds the amount prescribed by Government Code Section 25502.5 for personal services contracts or the amount prescribed by Public Contract Code Section 22032 (b) for public works contracts.

12. **Termination for Exceeding Maximum Term.** Contracts exceeding the three year term delegated to the Purchasing Agent, or authorized deputies, are not valid unless duly executed by the Chair of the Board of Supervisors. If this Contract was executed for the County of Butte by the Purchasing Agent, or authorized deputy, this Contract shall automatically terminate on the date that the term exceeds three years. Amendments to this Contract, or new Contracts for essentially the same purpose, shall not be valid beyond the three year limitation unless duly executed by the Chair of the Board of Supervisors.

13. **Compliance with Laws.** Contractor shall comply with all Federal, State and local laws, rules and regulations including, without limitation, any nondiscrimination laws.

14. **Applicable Law and Forum.** This Contract shall be construed and interpreted according to California law and any action to enforce the terms of this Contract for the breach thereof shall be brought and tried in the County of Butte.

15. **Contradictions in Terms and Conditions.** In the event of any contradictions in the terms and/or conditions of this Contract, these Attachment III TERMS AND CONDITIONS shall prevail.

16. **No Delegation or Assignment.** Provider shall not delegate, transfer or assign its duties or rights under this Agreement, either in whole or in part, directly or indirectly, by acquisition, asset sale, merger, change of control, operation of law or otherwise, without the prior written consent of County and any prohibited delegation or assignment shall render the contract in breach. Upon consent to any delegation, transfer or assignment, the parties will enter into an amendment to reflect the transfer and successor to Provider. County will not be obligated to make payment under the Agreement until such time that the amendment is entered into.
AMENDMENT TO CONTRACT LESS THAN OR EQUAL TO $25,000.00

This Amendment to the Contract identified below, between the County of Butte and the Contractor identified below, reflects the mutual agreement between the parties to amend this Contract in consideration for the mutual promises contained herein.

<table>
<thead>
<tr>
<th>Amendment Number</th>
<th>Date of Amendment</th>
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<tbody>
<tr>
<td>1</td>
<td>3/1/16</td>
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<table>
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<tr>
<th>Contract Number</th>
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<tr>
<td>X21448</td>
<td>1/14/15</td>
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<tr>
<th>Contractor</th>
<th>California Forensic Medical Group (CFMG)</th>
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<tbody>
<tr>
<td>Previous Contract Price</td>
<td>$3,862,580.00 +CPI yrs 2&amp;3</td>
</tr>
<tr>
<td>Net Change this Amendment</td>
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<tr>
<td>Revised Contract Price</td>
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<th>Original Completion Date</th>
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Description of Additional Changes: (If any provision of the Contract is being modified by this Amendment, include the amended form of the modified provision below.)

**Article IV: Compensation, Section 4.1, Base Compensation**, on page 30 of the contract shall be amended to add the following language: The second year of the contract, January 1, 2016 through December 31, 2016 Jail’s monthly payment shall increase from $289,583.33 to $298,371.25 and Juvenile Hall’s monthly rate shall increase from $32,298.33 to $33,390.00 due to the current CPI as mentioned in Article IV (page 31 of the contract).

**Article IV: Compensation, Section 4.2, Increase in Inmate/Ward Population** on page 30 of the contract shall be amended to add the following language: The second year of the contract, January 1, 2016 through December 31, 2016 Jail’s annual per diem rate shall increase from $5.18 per inmate to $5.35 per inmate and Juvenile Hall’s per diem rate shall increase from $3.76 per ward to $3.88 per ward due to the current CPI as mentioned in Article IV (page 31 of the contract).

**Article IV: Compensation, Section 4.4 Compensation Escalator** shall be amended as follows: The Bureau of Labor Statistics no longer reports Medical CPI information for the San Francisco-Oakland Region. The compensation (i.e. annual base price and per diem rate (as defined in Sections 4.1 and 4.2, respectively) to Contractor for succeeding twelve (12) month periods (after the first twelve months of the Agreement) shall be increased by the percentage increase of the Consumer Price Index (CPI-U), for the All Consumers - West Urban Region - Medical Care CPI Index for the period of October of the past year to October of the current year. The CPI statistic for 2016 is 3.39%.

All other terms of the Contract shall remain in full force and effect and are hereby reaffirmed as originally stated or as previously amended by prior written amendment to this contract.

County

[Signature]

Grant Hunsicker  
Director, General Services

Contractor

[Signature]

Donald Myll  
CFO, California Forensic Medical Group

Reviewed for Contract Policy Compliance

[Signature]

General Services Contracts Division  Date

Reviewed as to form

[Signature]

Bruce Alpert  
County Counsel

Amendment to Contract Less than/Equal to $25K Butte County General Services  Rev. 3/25/13  Page 1 of 1
AMENDMENT TO CONTRACT
GREATER THAN $25,000.00

This Amendment to the Contract identified below, between the County of Butte and the Contractor identified below, reflects the mutual agreement between the parties to amend this Contract in consideration for the mutual promises contained herein.

<table>
<thead>
<tr>
<th>Amendment Number</th>
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<td>Previous Contract Price</td>
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<tr>
<td>Net Change This Amendment Revised Contract Price</td>
<td>Plus CPI years 4&amp;5 $4,143,277.00 +CPI years 4&amp;5</td>
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Original Completion Date | January 13, 2018
Revised Completion Date | January 13, 2020

Description of Additional Changes: (If any provision of the Contract is being modified by this Amendment, include the amended form of the modified provision below.)

Contractor and County agree to extend term of current contract from January 13, 2018 to January 13, 2020.

Article 4 Section 4.1 Base Compensation, page 30, for Jail shall be $3,727,531 and Juvenile Hall’s base rate shall be $415,746.

Article 4 Section 4.4 Compensation Escalator, page 31, Year 4 (January 1, 2018 through December 31, 2018) and Year 5 (January 1, 2019 through December 31, 2019) shall be increased by the percentage increase of the Consumer Price Index (CPI-U) for the All Consumers—West Urban Region – Medical Care CPI Index. January of 2020 shall be the 2019 base rate with a prorated daily rate times 13 days.

All other terms of this Contract shall remain in full force and effect and are hereby reaffirmed as originally stated or as previously amended by prior written amendment to this contract.

COUNTY

Steve Lambert, Chair
Butte County Board of Supervisors
Contracts Division

CONTRACTOR

Briana Elvaiah
CFO, California Forensic Medical Group

Contracts Division

By:

Amendment to contract Greater Than $25,000.00 Butte County General Services Department Rev. 1-11-11 Page 1 of 1
AMENDMENT TO CONTRACT
GREATER THAN $25,000.00

This Amendment to the Contract identified below, between the County of Butte and the Contractor identified below, reflects the mutual agreement between the parties to amend this Contract in consideration for the mutual promises contained herein.

<table>
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<td>Original Completion Date</td>
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<tr>
<td>Revised Completion Date</td>
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Description of Additional Changes: (If any provision of the Contract is being modified by this Amendment, include the amended form of the modified provision below.)

Effective June 1, 2018

Article III, Staffing, Section 3.1, page 27 of 37 In addition to the term stipulated in original contract both Contractor and County agree to increase the dentist hours by 8 hours per month.

Article IV, Compensation, Section 4.1, page 30 of 37 County agrees to pay an additional $971.75 per month for increased dentist hours.

All other terms of this Contract shall remain in full force and effect and are hereby reaffirmed as originally stated or as previously amended by prior written amendment to this contract.

COUNTY

Tamara Ingersoll
Deputy Director, General Services

CONTRACTOR

Briana Elviah
CFO, California Forensic Medical Group

Contracts Division

Amendment to contract Greater Than $25,000.00 Butte County General Services Department Rev. 1-11-11 Page 1 of 1
AMENDMENT TO CONTRACT
GREATER THAN $25,000.00

This Amendment to the Contract identified below, between the County of Butte and the Contractor identified below, reflects the mutual agreement between the parties to amend this Contract in consideration for the mutual promises contained herein.

<table>
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<td>Previous Contract Price</td>
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<td>Original Completion Date</td>
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</tr>
<tr>
<td>Revised Completion Date</td>
<td>January 13, 2020 Amendment #2</td>
<td></td>
</tr>
</tbody>
</table>

Description of Additional Changes: (If any provision of the Contract is being modified by this Amendment, include the amended form of the modified provision below.)

WHEREAS, COUNTY and CONTRACTOR agree to amend the Agreement to address compensation for services that are covered by the Medi-Cal County Inmate Program (MCIP) effective April 2017 the date COUNTY’S participation in the MCIP program began.

NOW, THEREFORE, in consideration of the mutual promises contained herein, the parties agree to amend the Agreement as follows:

Article II Health Care Services shall be amended by the following paragraphs:

Section 2.6 Limitations on Catastrophic Medical Services shall be deleted and replaced with:

"Except for those services covered under Medi-Cal, CONTRACTOR shall, at their own cost, arrange for outside medical services for any inmate or ward who, in the opinion of the Medical Director (hereinafter meaning a licensed CONTRACTOR physician), requires such care. Except for those services covered under Medi-Cal, CONTRACTOR’s financial liability for medical/surgical inpatient hospitalizations will be limited to $10,000 per episode. Costs above this limitation are to be borne by the COUNTY". All invoices for catastrophic medical services sent to County by Contractor shall be submitted within one year of medical episode."
Section 2.16 Medi-Cal Enrollment of Inmates shall be added with:

(a) COUNTY shall take reasonable steps, both upon incarceration, periodically thereafter, and (if necessary) at the time that off-site inpatient services are provided, to screen inmates for eligibility to enroll in MCIP and, with respect to inmates who are so eligible, shall assist the inmates with enrollment to the extent such assistance is legally permissible.

(b) CONTRACTOR and COUNTY shall coordinate to facilitate MCIP eligibility of inmates and Medi-Cal payment for Medi-Cal covered services.

(c) CONTRACTOR agrees to use its reasonable best effort to facilitate MCIP eligibility for Medi-Cal covered services, and shall provide COUNTY and/or COUNTY-designated third-party billing contractor with all documentation that may be required to facilitate claiming of or reimbursement for the cost of Medi-Cal covered services by the COUNTY.

(d) CONTRACTOR shall notify the COUNTY of any inmate who may have a hospital stay longer than 24 hours. COUNTY will begin the process of obtaining Medi-Cal or any other third-party coverage and reimbursement. CONTRACTOR will provide all necessary information in the medical file as may be needed to secure coverage and reimbursement.

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

(f) Notwithstanding anything to the contrary contained herein, COUNTY expressly releases CONTRACTOR from any financial liability for health care items and services provided to an inmate where such items are covered by Medi-Cal and provided to an inmate who is determined eligible for and is enrolled in Medi-Cal as of the time such items or services are provided. Unless and at such time as Medi-Cal program denies payment or requests reimbursement for claims incorrectly paid.

(g) Due to COUNTY's participation in MCIP, COUNTY and CONTRACTOR acknowledge there is a net reduction in CONTRACTOR's liability for medical treatment costs for individual inmate inpatient episodes. Accordingly, COUNTY and CONTRACTOR agree that 85% of the reduced liability (i.e., savings) that CONTRACTOR will realize for each individual inpatient episode shall be paid by CONTRACTOR to COUNTY; CONTRACTOR shall be allowed to retain the remaining 15% of the savings realized. This calculation shall be based on CONTRACTOR's existing methodology of applying, to the total hospital invoice, the hospital cost-to-charge ratio as well as other cost reducing practices currently in place to adjust the final billing; not the Medi-Cal cost application. For example, CONTRACTOR pays the first $10,000 of medical/surgical inpatient medical expenses, COUNTY assumes costs in excess of $10,000. If inmate is Medi-Cal
eligible, CONTRACTOR shall reduce liability by $10,000 thus offering Butte County payment of $8,500, or 85% of CONTRACTOR'S liability per episode. All back-up documentation for reduced cost calculations shall be included in CONTRACTOR payments to COUNTY.

CONTRACTOR shall remit such payment to COUNTY quarterly following a determination of savings, as timely as possible, subject to a maximum fiscal year payment of $422,105. In the event this Agreement is terminated by either party, CONTRACTOR shall remit payment to COUNTY by issuing a payment to Butte County within 90 days following termination of this Agreement for those claims received.

(h) Due to MCIP program delays in managing claims and internal audits, CONTRACTOR agrees post contract term to assume financial responsibility for those cases occurring during term of contract and those cases denied by the MCIP program. Reimbursement shall be subject to section 2.16(g).

All other terms of this Contract shall remain in full force and effect and are hereby reaffirmed as originally stated or as previously amended by prior written amendment to this contract.

COUNTY

Tamara Ingersoll
Deputy Director, General Services

Date

CONTRACTOR

Briana Elvaiah
CFO, California Forensic Medical Group

APPROVED AS TO FORM
Butte County Counsel

Date

Contracts Division

Date

Date