

**AMENDMENT XII TO AGREEMENT**

THIS AMENDMENT XII TO AGREEMENT ("Amendment XII") is made and entered into this 3rd day of December, 2024, by and between the County of Fresno, a political subdivision of the State of California, Fresno, California ("County"), and California Forensic Medical Group, Incorporated, a California for profit corporation, whose address is 3340 Perimeter Hill DR., Nashville, TN 37211 ("Contractor").

**WITNESSETH:**

WHEREAS, County and Contractor entered into Agreement number A-18-169, dated April 3, 2018 ("Agreement"), pursuant to which CONTRACTOR agreed to provide necessary medical and behavioral health care services within COUNTY Sheriff-Coroner-Public Administrator's Office Adult Detention Facilities identified as North Annex, Main, and South Annex jails (collectively, "Jail"); and

WHEREAS, County and Contractor entered into Amendment Number One to the Agreement, to allow the Sheriff-Coroner-Public Administrator's Office to pre-pay amounts due under the Agreement in exchange for a 1% discount for the months for certain months, as Contractor faced challenges in continuing to provide services in the Jail, due to increased staffing costs and potentially high rates of hospitalization due to the COVID-19 pandemic;

WHEREAS, County and Contractor entered into Amendment Number Two to Agreement to allow the Sheriff-Coroner-Public Administrator's Office to receive additional medical staffing to provide COVID-19 testing, reporting, and investigation services, as well as COVID-19 patient care for inmates in the Jail;

WHEREAS, County and Contractor entered into Amendment Numbers Four and Seven to the Agreement to allow the Sheriff-Coroner-Public Administrator's Office to increase the maximum compensation to pay for a Medical Assisted Treatment (MAT) Care Coordinator;

WHEREAS, County and Contractor entered into Amendment Numbers Three, Five, and Six to the Agreement to increase the maximum cap of compensation provided under the Agreement and allow the County to pay for an additional twelve months of COVID-19 testing and treatment(s) for Jail inmates due to the COVID-19 pandemic, and provide pharmaceutical costs in excess of the pharmaceutical cap set forth in the Agreement;

1           WHEREAS, County and Contractor entered into Amendment Numbers Eight, Nine, Ten, and  
2 Eleven to extend the term of the Agreement and increase the maximum compensation provided under  
3 the Agreement to continue to provide comprehensive medical and behavioral health care services;

4           WHEREAS, on November 8, 2022, the Board of Supervisors authorized staff to develop a new  
5 Agreement with Contractor, to allow for continuity of operations and services to individuals housed at  
6 the Jail, and the County and the Contractor have reached agreement;

7           WHEREAS, the County and Contractor are entering into this Amendment XII to update  
8 Agreement exhibits and terms and further extend the term of the Agreement by two years and seven  
9 months, with two optional one-year extension terms, and to increase the maximum compensation by  
10 \$204,178,155, to a total of \$394,375,054, to allow the County to continue to obtain and pay for Jail  
11 medical and behavioral health services.

12           NOW, THEREFORE, in consideration of their mutual promises, covenants, and conditions,  
13 hereinafter set forth, the sufficiency of which is acknowledged, the parties agree as follows:

14           1.       Currently, the term of the Agreement, as amended, is through and including December  
15 3, 2024. Notwithstanding any contrary provision in the Agreement, as amended, the term of the  
16 Agreement shall be extended to June 30, 2027. The term of this Agreement may be extended for no  
17 more than two, one-year extension periods, only upon written approval of both parties at least 30 days  
18 before the first day of the next one-year extension period. The Sheriff or his or her designee is  
19 authorized to sign the written approval on behalf of the County based on the Contractor’s satisfactory  
20 performance.

21           2.       Notwithstanding any contrary provision in the Agreement, as amended, the Agreement  
22 maximum compensation amount shall be increased to Three Hundred Ninety-Four Million, Three  
23 Hundred Seventy-Five Thousand, Fifty-Four Dollars (\$394,375,054).

24           3.       Section V, “Compensation”, shall be amended to add subsection A (11) as follows:  
25                   “11.    If performance standards are met, commencing December 4, 2024, through  
26                   June 30, 2025, the base compensation payable to Contractor for actual services  
27                   provided to the County during the extended seven-month term shall not exceed Twenty-  
28                   Two Million, One Hundred Sixty-Six Thousand, Six Hundred Sixty-Seven Dollars

1 (\$22,166,667). During this extended seven-month term, County reimbursement to  
2 Contractor for skilled nursing costs provided to adult inmates at off-site skilled nursing  
3 facilities ("Congregate Care") shall not exceed One Million, Two Hundred Seventy-  
4 Seven Thousand, Five Hundred Dollars (\$1,277,500). The total compensation payable  
5 to Contractor during the extended seven-month term, from December 4, 2024 through  
6 June 30, 2025, shall not exceed Twenty-Three Million, Four Hundred Forty-Four  
7 Thousand, One Hundred Sixty-Seven Dollars (\$23,444,167).

8 If performance standards are met, from July 1, 2025, through June 30, 2026, the  
9 base compensation payable to Contractor for actual services provided to the County  
10 shall not exceed Thirty-Nine Million, Nine Hundred Thousand Dollars (\$39,900,000).  
11 From July 1, 2025, through June 30, 2026, County reimbursement to Contractor for  
12 Congregate Care costs shall not exceed Two Million, One Hundred Ninety Thousand  
13 Dollars (\$2,190,000). The total compensation payable to Contractor from July 1, 2025,  
14 through June 30, 2026, shall not exceed Forty-Two Million, Ninety Thousand Dollars  
15 (\$42,090,000).

16 If performance standards are met, from July 1, 2026, through June 30, 2027, the  
17 Base Compensation payable to Contractor for actual services provided to the County  
18 shall not exceed Forty-One Million, Eight Hundred Ninety-Five Thousand Dollars  
19 (\$41,895,000). From July 1, 2026, through June 30, 2027, County reimbursement to  
20 Contractor for Congregate Care costs shall not exceed Two Million, One Hundred  
21 Ninety Thousand Dollars (\$2,190,000). The total compensation payable to Contractor  
22 from July 1, 2026, through June 30, 2027, shall not exceed Forty-Four Million, Eighty-  
23 Five Thousand Dollars (\$44,085,000).

24 If performance standards are met and this Agreement is extended for an  
25 additional one-year period pursuant to Section III, TERM, herein, then for the period  
26 from July 1, 2027, through June 30, 2028, the Base Compensation paid to Contractor  
27 for actual services provided to the County shall not exceed Forty-Three Million, Nine  
28 Hundred Eighty-Nine Thousand, Seven Hundred Fifty Dollars (\$43,989,750). This Base

1 Compensation includes an increase of the prior year's Base Compensation by a  
2 percentage equal to a minimum of three and a half percent (3.5%) or the CPI,  
3 whichever is greater, not to exceed five percent (5%) (the "CPI Percentage Increase").  
4 This base compensation with the CPI Percentage Increase shall be called the "Base  
5 Compensation With Increase." Contractor shall notify the Sheriff, or designee, in writing  
6 before June 1, 2027, with the CPI Percentage Increase to be implemented by July 1,  
7 2027. If Contractor submits the CPI Percentage Increase to the Sheriff, or designee,  
8 after June 1, 2027, the CPI Percentage Increase shall be effective thirty (30) days from  
9 the date received. From July 1, 2027, through June 30, 2028, County reimbursement to  
10 Contractor for Congregate Care costs shall not exceed Two Million, One Hundred  
11 Ninety Thousand Dollars (\$2,190,000). The total compensation payable to Contractor  
12 from July 1, 2027, through June 30, 2028, shall not exceed Forty-Six Million, One  
13 Hundred Seventy-Nine Thousand, Seven Hundred Fifty Dollars (\$46,179,750).

14 If performance standards are met and this Agreement is extended for a second  
15 additional one-year period pursuant to Section III, TERM, herein, then for the period  
16 from July 1, 2028, through June 30, 2029, the Base Compensation With Increase  
17 payable to Contractor for actual services provided to the County shall not exceed Forty-  
18 Six Million, One Hundred Eighty-Nine Thousand, Two Hundred Thirty-Eight Dollars  
19 (\$46,189,238). This Base Compensation with Increase includes an increase of the prior  
20 year's Base Compensation With Increase by a percentage equal to a minimum of three  
21 and a half percent (3.5%) or the CPI, whichever is greater, not to exceed five percent  
22 (5%). Contractor shall notify the Sheriff, or designee, in writing before June 1, 2028,  
23 with the CPI Percentage Increase to be implemented by July 1, 2028. If Contractor  
24 submits the CPI Percentage Increase to the Sheriff, or designee, after June 1, 2028, the  
25 CPI Percentage Increase shall be effective thirty (30) days from the date received.  
26 From July 1, 2028, through June 30, 2029, County reimbursement to Contractor for  
27 Congregate Care costs shall not exceed Two Million, One Hundred Ninety Thousand  
28 Dollars (\$2,190,000). The total compensation payable to Contractor from July 1, 2028,

1 through June 30, 2029, shall not exceed Forty-Eight Million, Three Hundred Seventy-  
2 Nine Thousand, Two Hundred Thirty-Eight Dollars (\$48,379,238).

3 4. The current Agreement Exhibit A shall be deleted in its entirety and replaced with the  
4 attached Exhibit A-1, which is incorporated by this reference. All references to Exhibit A in the  
5 Agreement shall be replaced with references to Exhibit A-1.

6 5. The current Agreement Exhibit C shall be deleted in its entirety and replaced with the  
7 attached Exhibit C-1, which is incorporated by this reference. All references to Exhibit C in the  
8 Agreement shall be replaced with references to Exhibit C-1.

9 6. The current Agreement Exhibit L, Performance Metrics, shall be deleted in its entirety  
10 and replaced with the attached Exhibit L-1, Performance Metrics and Liquidated Damages, which is  
11 incorporated by this reference. All references to "Exhibit L, Performance Metrics" in the Agreement  
12 shall be replaced with references to "Exhibit L-1, Performance Metrics and Liquidated Damages."

13 7. A portion of Section VIII of the Agreement, Liquidated Damages, beginning on page 27  
14 line 5 through line 7, is deleted in its entirety, and shall read as follows:

15 "(1) Payment of liquidated damages shall be as specified in Exhibit L-1 for each  
16 separate violation of any requirement or performance standard(s) set forth in this  
17 Section VIII and Exhibit L-1, excluding staffing violations. The six positions listed below  
18 in Section VIII, subsection (2)(F) may be subject to this provision if those positions are  
19 vacant for more than a 120-day period."

20 8. A portion of Section VIII of the Agreement, Liquidated Damages, beginning on page 27,  
21 line 8 through line 22, is deleted in its entirety, and shall read as follows:

22 "(2) Contractor shall provide hourly clinical staffing in accordance with the Staffing  
23 Matrix, attached as Exhibit C. For each separate violation of any staffing level  
24 requirement, Contractor shall issue reimbursement to County of the fully loaded daily  
25 salary rate of any unfilled position per day of violation.

26 (A) The parties agree that a minimum staffing level of 93% shall be allowed without  
27 incurring liquidated damages for violations of staffing level requirements, pursuant to  
28 this Section VIII of the Agreement.

1 (B) Notwithstanding Section (2), above, in the event that staffing levels fall below  
2 95% for 120 days or more in a six (6) month period, the minimum staffing threshold for  
3 liquidated damages shall automatically increase to 94%. Thereafter, any staffing level  
4 below 94% shall entitle the County to reimbursement in accordance with the terms of  
5 this Section VIII of this Agreement.

6 (C) Notwithstanding Section (2), above, if, at any time during the term of the  
7 Agreement, staffing levels fall below 95% for 120 days or more in a second six (6)  
8 month period, the minimum staffing threshold for liquidated damages shall increase to  
9 95%. From that point forward for the remaining term of the Agreement, any staffing  
10 level below 95% shall be reimbursable to the County, in accordance with the terms of  
11 this Section VIII of this Agreement.

12 (D) The intent of this provision is not to claw back money during the Agreement, but  
13 is instead designed to ensure that proper staffing is maintained to deliver  
14 comprehensive medical and behavioral health care to inmates at the JAIL. The  
15 aggregate monthly reimbursement will be the total of reimbursements for all Position  
16 Categories, and shall be provided by Contractor as a credit on the following month's  
17 invoice to County.

- 18 (E) Position Categories subject to reimbursement pursuant to this section include:
- 19 1. RN
  - 20 2. LVN
  - 21 3. "Specialty" RN/LVN positions (including Nursing Supervisors, MAT Coordinator,  
22 CQI Coordinator, Infection Control Coordinator, Pharmacy Coordinator,  
23 Compliance Coordinator, Care Manager)
  - 24 4. CNA and Medical Assistant
  - 25 5. Medical Records Clerk
  - 26 6. Mental Health Professionals
  - 27 7. Physician, FNP/PA
  - 28 8. Psychiatrist/Psych NP
  9. Administrative Assistant

- 10. Dentist
- 11. Dental Assistant/Dental Hygienist
- 12. Optometrist

(F) The following positions shall not be included in the hourly staffing reimbursement described above, but if one or more of the following positions are vacant for more than a 120-day period, CFMG shall pay to County a staffing reimbursement equal to the average fully loaded hourly rate times the number of contracted hours for each vacant position. Such a vacancy may also be subject to imposition of Liquidated Damages pursuant to Section VIII, page 27, line 5 through line 7, of the Agreement, as amended:

- 1. HSA
- 2. Assistant HSA
- 3. Director of Nursing
- 4. Medical Director
- 5. Mental Health Director
- 6. Director of Compliance”

9. Section XIII Insurance of the Agreement shall be amended to read as follows:

“XIII INSURANCE

The Contractor shall comply with all the insurance requirements in Exhibit Q to this Agreement, which is attached and incorporated by this reference.”

10. The parties agree that the County shall be responsible and pay for all Congregate Care costs provided to adult inmates at off-site skilled nursing facilities for the period from December 4, 2024, through June 30, 2029. Congregate Care services are separate from regular services, as identified in Exhibit A-1 (Scope of Work). Any new referrals of adult inmates to such off-site skilled nursing facilities shall be made by Contractor with the concurrence of County’s Health Officer.

If the Congregate Care costs exceed the maximum Congregate Care reimbursement amounts for any year of the term, as listed in Section V, subsection A (11) of this Agreement (as added by this Amendment XII), County shall nevertheless be responsible and pay for all such Congregate Care

1 costs, and the parties shall further amend this Agreement to reflect the increased Congregate Care  
2 costs.

3 Contractor shall submit separate Congregate Care monthly invoices to the County by the  
4 fifteenth of each month, in the following month in which services were rendered. Congregate Care  
5 reimbursement maximums are described in Section V, Subsection A (11) of this Agreement.

6 11. A portion of Section XII, Hold Harmless, page 30, line 9 through line 11, is amended  
7 as follows:

8 “The foregoing clause shall not obligate the Contractor to provide such protection, insurance  
9 coverage, indemnification, or defense to the extent of willful or negligent acts or omissions by  
10 the County, its officers, employees, agents, or contractors.”

11 12. Electronic Signatures. The parties agree that this Amendment XII may be executed by  
12 electronic signature as provided in this section.

13 A. An “electronic signature” means any symbol or process intended by an individual  
14 signing this Amendment XII to represent their signature, including but not limited to  
15 (1) a digital signature; (2) a faxed version of an original handwritten signature; or (3)  
16 an electronically scanned and transmitted (for example by PDF document) version  
17 of an original handwritten signature.

18 B. Each electronic signature affixed or attached to this Amendment XII (1) is deemed  
19 equivalent to a valid original handwritten signature of the person signing this  
20 Amendment XII for all purposes, including but not limited to evidentiary proof in any  
21 administrative or judicial proceeding, and (2) has the same force and effect as the  
22 valid original handwritten signature of that person.

23 C. The provisions of this section satisfy the requirements of Civil Code section 1633.5,  
24 subdivision (b), in the Uniform Electronic Transaction Act (Civil Code, Division 3,  
25 Part 2, Title 2.5, beginning with section 1633.1).

26 D. Each party using a digital signature represents that it has undertaken and satisfied  
27 the requirements of Government Code section 16.5, subdivision (a), paragraphs (1)  
28 through (5), and agrees that each other party may rely upon that representation.



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E. This Amendment XII is not conditioned upon the parties conducting the transactions under it by electronic means and either party may sign this Amendment XII with an original handwritten signature.

13. Counterparts. This Amendment XII may be signed in counterparts, each of which is an original, and all of which together constitute this Amendment XII.

14. County and Contractor agree that this Amendment XII is sufficient to amend the Agreement, and that upon execution of this Amendment XII, the Agreement, all prior amendments, and this Amendment XII together shall be considered the Agreement.

15. The Agreement, as hereby amended, is ratified, and continued. All provisions, terms, covenants, conditions, and promises contained in the Agreement, as amended by the prior amendments, and not amended herein, shall remain in full force and effect.

*[SIGNATURE PAGE TO FOLLOW]*

1 EXECUTED AND EFFECTIVE as of the date first above set forth.

2

3 **CONTRACTOR**

**COUNTY OF FRESNO**

4 California Forensic Medical Group,  
5 Incorporated (CFMG)

Signed by:

6 *Dr. Grady Judson Bazzel*

7 (Authorized Signature)

Nathan Magsig, Chairman of the Board  
of Supervisors of the County of Fresno

8 Grady J. Bazzel, MD

9 Print Name

10 President

11 Title (Chairman of Board, or President, or CEO)

12 Mailing Address:

13 California Forensic Medical Group,  
14 Incorporated  
15 3340 Perimeter Hill Drive,  
16 Nashville, TN 37211

**ATTEST:**

Bernice E. Seidel  
Clerk of the Board of Supervisors  
County of Fresno, State of California

17 By: *Alexandria Vicini*

18 Deputy

19 FOR ACCOUNTING USE ONLY:

20 Fund: 0001

21 Subclass: 10000

22 ORG: 31114000

23 Account: 7295

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## Comprehensive Medical and Behavioral Health Care Services

### SCOPE OF SERVICES

1. CONTRACTOR shall provide to COUNTY's adult inmates comprehensive medical and behavioral health care services, including dental, optometric and optician, pharmaceutical, diagnostic, and chronic care, that would typically be provided in a **primary care** or **urgent care** internal medicine, family medicine, behavioral health clinic, in-home patient setting, or community-based setting.
2. CONTRACTOR shall continue to implement and assume all responsibilities for on-site comprehensive medical and behavioral health care services to the adult inmates at the JAIL, identified herein and according to the terms and conditions of this Agreement.
3. CONTRACTOR shall not be responsible for inpatient off-site medical services defined as "Inpatient Hospitalization Services." Psychiatric inpatient hospitalization shall remain the responsibility of the COUNTY; however, CONTRACTOR shall coordinate and cooperate with COUNTY's DBH-contracted provider of psychiatric inpatient services for admittance of an inmate.
4. All services provided by CONTRACTOR shall be carried out in conformity with all applicable provisions of Title 15 of the California Code of Regulations and the NCCHC accreditation guidelines, as described in this Agreement.
5. Specific services provided on-site by CONTRACTOR shall include, but may not be limited to:  
Medical Health:
  - a. Chronic care
  - b. Communicable disease control
  - c. Dental
  - d. Detoxification and alcohol and other drugs (AOD) withdrawal management, including Medication Assisted Treatment (MAT) continuation. The Parties understand and agree that upon the County's implementation of the CalAIM Justice-Involved Initiative, they shall meet and negotiate in good faith the initiation of MAT induction services at the County's jails.
  - e. First aid and emergency response/minor trauma capabilities (e.g., sutures)
  - f. Fit for confinement and intake health screening
  - g. Health appraisals
  - h. Health education (including diabetic treatment education and other chronic disease related information)
  - i. Laboratory
  - j. Medical and dental prosthetic devices, hearing aids, and durable medical equipment
  - k. Optometric and optician (including glasses)
  - l. Outpatient Housing Unit (OHU)
  - m. Physical therapy

- n. Physician
- o. Prenatal, pregnancy, obstetrical care, and family planning
- p. Referrals for specialty services
- q. Sick call
- r. Telehealth services for specialty referrals not available onsite
- s. Vaccinations
- t. X-ray (radiological) and EKG (electrocardiogram)

Behavioral Health:

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

Other Services:

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

- i. Discharge planning, and coordination of care
  - j. Response to health record requests and release of information
  - k. Staff training
  - l. Statistics and record keeping
6. CONTRACTOR shall operate a medical and behavioral health care program that meets the local community standards of care.
  7. CONTRACTOR shall operate health care programs with staffing as set forth in the Staffing Matrix for 24-hour coverage, using only licensed, certified, and professionally trained personnel, and shall ensure that such services are provided competently.
  8. CONTRACTOR shall provide staffing as set forth in the Staffing Matrix, including 24/7 coverage, provided at all times to meet all demands for medical, behavioral, and other health care needs. This shall include on-call coverage 24-hours/day, 7-days/week (24/7) by a physician and psychiatrist. A nursing supervisor and a licensed or associate mental health clinician are required to be scheduled 24/7 at the JAIL. Associate mental health clinicians shall be appropriately supervised as required by the California Board of Behavioral Sciences, and supervisors of Associate mental health clinicians shall be available for consultation 24/7, as needed. Additionally, emergency medical, behavioral, and dental health care must be provided 24/7.

### **SERVICES PROVIDED**

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

CONTRACTOR shall be given timely notice, either written or verbal, by SHERIFF, of any Bedside "Proxy" Bookings of adult inmates. Notwithstanding the foregoing, CONTRACTOR shall not be financially responsible for the cost of any medical treatment or health care services provided to any adult inmate prior to the inmate being formally booked and physically housed in a COUNTY JAIL, until such time that CONTRACTOR commences services. "Proxy" bookings occur where an inmate is formally booked into the JAIL, but the inmate physically remains off site at a hospital, SNF, or other medical facility.

2. CONTRACTOR shall make accommodations within the JAIL, including optimizing use of telehealth and virtual care services when appropriate, in order to prevent unnecessary use of outpatient/off-site specialty care service providers and inpatient hospitalizations, thereby reducing the dependence on JAIL resources for transportation and security of inmates.
3. CONTRACTOR shall staff a medical professional (i.e., Registered Nurse) to provide the medical and behavioral health care intake screening conducted at the time of booking. Intake screening shall be conducted 24-hours/day, including weekends and holidays. CONTRACTOR shall provide staffing for intake screening 24-hours/day at all booking locations. Medical and

behavioral health care intake screening shall include identification of medical and behavioral health needs (including suicidal ideation) and substance use disorders, as well as any other health and social determinant of health care criteria necessary to determine eligibility for CalAIM JI services. Outside medications may be utilized in the treatment of an inmate, upon the written approval of the DPH Medical Director or their designee. Physicians must “bridge” all verified, valid prescriptions for inmates entering the JAIL on prescribed medications or document the reasons why a prescribed medication is not continued, within 24 hours.

4. CONTRACTOR shall provide an initial health assessment that includes medical history, physical, and mental health assessment. The history portion should also include a review of COUNTY DBH’s electronic health record (EHR) “SmartCare” for mental health history, so long as CONTRACTOR staff have access to SmartCare. Health assessments must be completed for all adult inmates within fourteen (14) days after booking. The health assessment must be conducted by a mid-level practitioner, physician, or registered nurse, using appropriate Standardized Nursing Protocol. Said Standardized Nursing Protocols and Mid-Level Practitioner Protocols shall be made available for COUNTY’s DPH and/or DBH Director, or designee, and/or COUNTY’s Health Officer for review. Additional health assessments of the inmates shall be conducted annually after the initial health assessment is completed.
5. CONTRACTOR shall ensure that there is a process for all adult inmates to initiate requests for health care services on a daily basis, and that those requests are readily available to all inmates. CONTRACTOR shall use a priority system to triage requests that delineates a timeframe for inmates to be seen that is consistent with the *Hall v. Fresno County* “Remedial Plan”. Emergent requests shall be seen immediately, urgent requests shall be seen within twenty-four (24) hours, and non-urgent requests shall be seen within seventy-two (72) hours. Triage of sick call requests shall be conducted by a registered nurse within their scope of practice.
6. CONTRACTOR shall be responsible for obtaining informed consent from adult inmates prior to providing care and treatment as required by law, except in the case of an emergency, including consent for determining eligibility of CalAIM services. Informed consent policies and procedures shall be developed by CONTRACTOR to meet NCCHC guidelines and are subject to review and approval by Fresno County Department of Public Health. Procedures to follow for obtaining informed consent from inmates are provided in the Policy and Procedure Guideline of the Fresno County Department of Public Health.
7. CONTRACTOR shall provide for nursing sick call to be held seven (7) days a week at the JAIL. Physician sick call (may be either physicians or mid-level practitioners) must be provided seven days a week.
8. CONTRACTOR shall conduct sick call in designated areas of the clinics or housing units, in as much privacy as security concerns will allow.
9. CONTRACTOR shall provide emergency response care for minor trauma incidents (i.e., on-site medical care treatment for minor injuries such as sutures, sprains, etc.) in order to minimize inmate transports.
10. CONTRACTOR shall provide psychiatric, psychotropic, and anti-psychotic medication monitoring for the inmates, as well as court-ordered evaluations pursuant to Penal Code section 4011.6. CONTRACTOR shall provide crisis coverage 24/7 at all COUNTY JAIL facilities

11. CONTRACTOR shall be responsible for all psychiatric emergency services including crisis intervention, crisis stabilization, and crisis de-escalation services for inmates within the JAIL.
12. CONTRACTOR shall provide emergency, medically necessary, and non-emergency dental services, including an oral screening upon admission, oral exam within twelve (12) months of admission, routine x-rays and dental treatment (not limited to extractions) and oral hygiene instruction and preventative education for adult inmates.
13. CONTRACTOR shall provide services in compliance with 45 Code of Federal Regulations Part 160 and 164 (HIPAA).
14. CONTRACTOR shall provide pharmaceutical services at all JAIL facilities, in accordance with NCCHC Standards and Title 15 CCR, Section 1216, or may subcontract with a qualified, State of California licensed on-site pharmacy to provide pharmacy services including, but not limited to:
  - a. Medical and psychotropic pharmaceuticals, including Long Acting Injectables (LAI)
  - b. Dispensing and delivery of medication
  - c. Over-the-counter medications
  - d. Pharmacist consulting services
  - e. Pharmaceutical electronic monitoring/ordering system
  - f. Pharmaceutical disposal services
  - g. Prescription medications for inmates on temporary authorized release
15. CONTRACTOR shall provide on-site basic optometry services provided by a licensed optometrist, as set forth in the Staffing Matrix. Services shall include assessment, treatment, and consultation including examination of eyes for health and vision problems, prescriptions for glasses, and diagnosis and treatment of eye disease such as glaucoma, cataracts and retinal disorders. CONTRACTOR must provide, repair, or replace prescription eyeglasses, when necessary. All optometry equipment and supplies shall be the responsibility of the CONTRACTOR.
16. CONTRACTOR shall identify and provide chronic care treatment/therapy to all inmates in accordance with national medical standards and NCCHC Standards.
17. CONTRACTOR shall furnish and pay for the timely provision and repair of medical orthoses, prostheses, and other aids to impairment including, but not limited to, the following: braces, shoe inserts, splints, prostheses, prescription eyeglasses, hearing aids, corrective shoes, canes, walkers, and wheelchairs that are deemed medically necessary.
18. CONTRACTOR shall provide prenatal and obstetrical (OB) services to the inmates. If the need arises to refer an inmate to an off-site OB provider (depending on what type of obstetrical care is necessary), then the CONTRACTOR will need to coordinate with JAIL staff for transport for all off-site scheduled appointments. CONTRACTOR must coordinate care with DPH Public Health Nurses for pregnant inmates. Before starting any medications, CONTRACTOR shall provide a pregnancy test to any inmate suspected of being pregnant to confirm pregnancy. Any pregnant inmate shall be provided timely and appropriate prenatal care, counseling, specialized obstetrical services, postpartum care, when indicated. Prenatal and Obstetrical care shall be within nationally accepted care guidelines and shall include:
  - a. Pregnancy testing
  - b. Comprehensive counseling in accordance with inmates expressed desires

- c. Routine and high-risk prenatal care
  - d. Advice on appropriate levels of activity, safety precautions, and nutritional guidance
  - e. Management of chemically addicted pregnant females
  - f. Dietary supplements
  - g. Observations for signs of toxemia
19. CONTRACTOR shall provide birth control, if medically necessary, and family planning education. CONTRACTOR shall coordinate with outpatient providers for pregnancy termination services, in accordance with Title 15 and California Penal Code, Section 3405 requirements. CONTRACTOR shall be responsible for the costs of all pregnancy termination services. For women who are on a method of contraception at intake, continuation of contraception shall be considered on a case-by-case basis. Plan-B shall be available at intake for women who report the need for emergency contraception. Women desiring to initiate contraception, including long-term options, shall be scheduled with a provider to discuss available and clinically appropriate options at the inmates request sixty (60) days prior to a scheduled release from custody.
20. CONTRACTOR shall provide on-call professional radiological (x-ray) and electrocardiograph (EKG) services. Said services must be made available at the COUNTY's JAIL facilities 24/7, however radiological services may be provided at the Emergency Room outside of normal business hours. CONTRACTOR must comply with the Radiation Control Laws and Regulations, as well as provide copies of resumes, licenses, and certifications of applicable staff.
21. CONTRACTOR shall be responsible for all laboratory services provided to inmates. CONTRACTOR shall be responsible for all necessary supplies including, but not limited to, supplies for specimen collections, phlebotomy services, specimen pick-up and delivery, laboratory testing, critical test value reporting, and timely response for urgent and routine laboratory orders. CONTRACTOR (or its subcontractor) must be *CLIA* (Clinical Laboratory Improvement Amendments) certified. All laboratory services shall be provided in accordance with Fresno County, State, and Federal client confidentiality requirements. STAT service requests must be made available and provided 24/7 by CONTRACTOR.
- CONTRACTOR shall maintain standards and certification required by CLIA and shall maintain Clinical Laboratory Registration (CLR) with the State. All CLIA and CLR certification and/or registration fees shall be the responsibility of CONTRACTOR.
22. CONTRACTOR shall obtain and maintain medical waste generator registration with the State of California for the JAIL and develop a Medical Waste Management Plan, as required under the Medical Waste Management Act. CONTRACTOR shall be responsible for all fees associated with registration as a medical waste generator facility.
- CONTRACTOR shall be responsible for the handling and disposal of medical and contaminated waste in accordance with all applicable state and local regulations.
23. CONTRACTOR shall provide for ancillary services (including coordination for laboratory, MRI, etc.) which can be performed off-site, but preferably shall be performed on-site. CONTRACTOR shall provide services on-site as much as possible.



24. CONTRACTOR shall be responsible for dialysis treatments to adult inmates in the JAIL who require dialysis treatment. CONTRACTOR shall attempt to provide dialysis treatments on-site in order to minimize transportation and custody costs.
25. CONTRACTOR shall provide behavioral health services, referred to as jail psychiatric services (“JPS”), in accordance with the requirements of SAMHSA (as defined in Section I, OBLIGATIONS OF THE CONTRACTOR of this Agreement and attached to this Agreement as Exhibit D). Behavioral health treatment services under the JPS program shall include, but are not limited to: evaluation and assessment, including dual-diagnosis; 24-hour crisis intervention; medication management; referral for acute psychiatric hospital care; consultation with custody to determine appropriate housing; assisting, coordinating, and participating with SHERIFF for monitoring of safety and isolations cells; coordination with the Behavioral Health Court in Fresno County to facilitate alternatives to incarceration; group treatment, specifically designed to address dual-diagnosis issues; staff representation at Behavioral Health Court monthly meetings to assist in continuity of care; development and implementation of behavioral plans to change problematic behaviors.
26. CONTRACTOR may provide psychiatry services via tele-psychiatry, as appropriate.
27. CONTRACTOR shall provide appropriate care coordination and linkage to care, including robust discharge planning, as appropriate. Care coordination shall include care provided while the inmate is incarcerated beginning at intake screening through to discharge planning including appropriate linkage to COUNTY-contracted or other community programs, upon release. Care coordination and collaboration must include the sharing of treatment-required information between providers essential to the provision of appropriate services and care, upon release of an inmate from COUNTY’s JAIL Facilities. Care Coordination shall also include the following:
  - a. Coordinating aftercare arrangements
  - b. Making referrals to appropriate community programs
  - c. Coordinating appointments with community providers
  - d. Ensuring Detainees are provided with a 30-day supply of chronic care medications, following release as well as enough medications to complete treatment of acute patient care that was initiated by CONTRACTOR
  - e. Linking inmates to programs such as COUNTY’s DBH Adult Division or other programs, as applicable
  - f. Assisting inmates with SMI by coordinating placement in clinical or residential facilities, scheduling appointments, and/or coordinating transportation arrangements.
  - g. Coordinating with DPH Public Health Nurses upon release of pregnant female inmates.
28. CONTRACTOR shall develop and maintain an adequate infectious disease control program. The infectious disease control program must include testing all inmates for tuberculosis (TB) within five days of intake. CONTRACTOR shall also be able to identify and report communicable disease (including HIV, AIDS, TB, Hepatitis and STDs). CONTRACTOR must screen and treat for syphilis during periods when the Health Officer has designated the County an area of high syphilis morbidity. Upon such designation, this will include RPR (rapid plasma region) testing at the time of booking of all male inmates under the age of 30 and all female inmates under the age of 35. Positive RPR results must be confirmed with a treponemal test within 48 hours, and initiation of treatment must ensue within 72 hours of receipt of confirmation. CONTRACTOR shall also work closely with DPH on any significant emerging public health events impacting the community.

29. CONTRACTOR shall assume responsibility for utilization management for all inmates who are transported to an emergency department and/or are hospitalized for any length of time while in custody. CONTRACTOR shall review and monitor the inmate's medical case and shall make a good faith effort to actively pursue discharge of the inmate from the hospital and coordinate transportation of the inmate at the earliest possible time at which CONTRACTOR has the ability to resume appropriate treatment and medical care of said inmate within the JAIL. CONTRACTOR shall obtain appropriate releases of information and coordinate discharge planning with the hospital/provider.
30. CONTRACTOR may be requested to consult and collaborate with COUNTY's DBH on competency matters but shall not be required to perform forensic evaluations of patients.

### **CLINIC AND RECORDS MANAGEMENT**

1. CONTRACTOR shall maintain all records in accordance with Section 1205 of Title 15 of the California Code of Regulations and NCCHC accreditation guidelines.
2. CONTRACTOR shall implement its own clinic management system within the COUNTY's Jail Facilities.
3. CONTRACTOR shall utilize an EHR system beginning on the contracted start date of services for documentation, management, and monitoring of inmates' medical and behavioral health care. The EHR utilized by the previous COUNTY-contracted provider in the JAIL is Electronic Offender Management Information System (eOMIS).
4. CONTRACTOR must maintain complete and accurate medical health, behavioral health, optometry, and dental records separate from the JAIL inmate confinement records. In any criminal or civil litigation where the medical or behavioral health condition of an inmate is at issue, and/or upon written request of County Counsel or Risk Management, CONTRACTOR must provide the DPH Director, DBH Director, and/or COUNTY Health Officer (and/or designees) with access to such records. In the event of a possible HIPAA violation/breach/allegation, CONTRACTOR shall cooperate with the County's Privacy and Security Officer(s), or designee(s).
5. CONTRACTOR must allow designated COUNTY staff electronic read-only access to health records and to the full EHR system (including ability to view reports). Disclosure of medical and/or behavioral health information to JAIL staff may be necessary for the health and safety of the inmates and JAIL staff and to properly manage or plan for placement and programming.
6. Existing health care records and all health care records prepared by CONTRACTOR shall remain the property of the COUNTY. During this Agreement term, CONTRACTOR shall act as the custodian of records for the COUNTY and shall respond to subpoenas regarding health care records and/or treatment. At the termination of this Agreement, all health care records shall remain the property of the COUNTY.
7. CONTRACTOR shall be responsible for responding to all records requests for medical and behavioral health care services in a timely manner and as allowable by HIPAA or other applicable laws, regulations, codes, and guidelines regarding medical and behavioral health care information. An accounting of records released shall be provided to SHERIFF, DPH, and DBH at least quarterly.

8. COUNTY's DBH currently utilizes an electronic health record (EHR) system, called "SmartCare". CONTRACTOR shall collaborate with DBH to implement a data sharing process to ensure continuity of care both within the COUNTY's jails, and upon release. CONTRACTOR shall be responsible to report information/data regarding all inmates who received services, and which services were provided within the behavioral health treatment program, including mental health and substance use services. CONTRACTOR staff shall upload the required components into COUNTY's EHR system until such time as an alternative data sharing process is implemented. CONTRACTOR staff shall record a client demographic record at initial contact with the inmate during the booking/intake process (or first applicable service provision) and then shall record service records every time mental health services are provided.
9. CONTRACTOR staff shall enter service data into the COUNTY'S DBH EHR system (currently SmartCare) by the 30th day of every month for actual services rendered in the previous month. Entries shall be complete and accurate and must include all required information regarding the services. Data entry into the COUNTY's EHR system shall be the responsibility of CONTRACTOR. COUNTY shall monitor the volume of services and service types entered into COUNTY's EHR system. CONTRACTOR will comply with all applicable policies, procedures, directives, and guidelines regarding the use of COUNTY's EHR system.
10. CONTRACTOR must provide all necessary data to allow COUNTY to meet State and Federal reporting requirements. COUNTY and CONTRACTOR commit to collaborate to ensure throughout the duration of this Agreement that the necessary data is provided by an agreed-upon means, including but not limited to: 1) direct data entry into COUNTY's EHR; 2) providing an electronic file compatible with County's EHR; or 3) integration between COUNTY's EHR and CONTRACTOR's information system(s). CONTRACTOR shall maximize the Federal Financial Participation (FFP) reimbursement by claiming all possible Medi-Cal services and correcting denied services for resubmission as needed. Until an alternative is agreed upon, direct entry into County's EHR shall be required.
11. CONTRACTOR shall send any staff who enter records of behavioral health care services into SmartCare to COUNTY DBH's Documentation and Billing Training, as provided by COUNTY DBH's Plan Administration Division.
12. CONTRACTOR shall provide MCIP (Medi-Cal Inmate Program) reports to COUNTY regarding the utilization for said services, treatment, and related costs.
13. CONTRACTOR shall develop and implement and update on an annual basis a written medical and behavioral health care plan with clear goals, objectives and policies and procedures for the COUNTY's JAIL, including services provided to adult inmates for both medical and behavioral health care services. CONTRACTOR shall provide COUNTY with a copy of this written plan, including all policies and procedures, upon completion. CONTRACTOR shall also provide COUNTY with any updates to this written plan, policies and procedures, as developed, throughout the term of this Agreement.
14. CONTRACTOR shall respond promptly to any and all requests by the courts, via court order or subpoena, for medical or behavioral health care records.
15. CONTRACTOR shall work with DPH, DBH, and SHERIFF staff, as appropriate, to define the CONTRACTOR's roles in case of a disaster. CONTRACTOR shall develop and implement written procedures for a medical disaster plan in case of emergency or threat whether accidental, natural, or man-made.

16. CONTRACTOR shall track and report all health care services delivered to AB 109 inmates.

### **PERFORMANCE AND OUTCOMES**

1. CONTRACTOR'S Performance and Outcomes, as it pertains to "Liquidated Damages", shall be measured based on the indicators listed in Exhibit L1-Performance Metrics and Liquidated Damages.
2. CONTRACTOR shall provide program information regarding performance and outcomes, including measures that have been tracked for these specific purposes, and percentage of targets met. CONTRACTOR shall continue to provide the "Custody Statistics" that are routinely provided at the MMAC and CQI meetings to meet this requirement. All measures must meet the NCCHC standard, as well as the requirements of the Remedial Plan as identified in this Agreement.
3. SHERIFF, DPH, and/or DBH may adjust the performance and outcome measures periodically throughout the duration of this Agreement, as needed, to best measure the program, as determined by COUNTY. Any such adjustment shall occur in consultation with CONTRACTOR, and CONTRACTOR shall receive reasonable prior notice of any planned adjustments. CONTRACTOR shall utilize a computerized tracking system with which performance and outcome measures and other relevant inmate data, such as demographics, shall be maintained. The data tracking system may be incorporated into the CONTRACTOR's EHR or may be a stand-alone database. SHERIFF, DPH, and DBH must be afforded read-only access to the data tracking system.

### **TRAINING/STAFF DEVELOPMENT**

1. CONTRACTOR shall provide adequate orientation and training, at its cost, to all staff under their direction, including all required annual HIPAA confidentiality training.
2. CONTRACTOR shall provide adequate annual training for JAIL staff in medical and behavioral health observation of adult inmates.
3. CONTRACTOR shall require a skills and competencies assessment of staff annually and include follow-up training, as required.
4. CONTRACTOR shall provide protocol and standardized procedures training, as appropriate.
5. CONTRACTOR shall assure the cultural competency of health care staff, which may be accomplished through regular training activities made available to all personnel.
6. CONTRACTOR shall comply with Prison Rape Elimination Act (PREA) of 2003 and agree to have all JAIL staff trained initially and every two (2) years thereafter, by the SHERIFF staff.

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

### **STAFFING/FACILITIES**

1. CONTRACTOR shall ensure that all personnel employed in the performance of this Agreement possess the required expertise, skill, and professional competence to perform their duties.
2. CONTRACTOR shall hire and maintain an on-site Medical Director and an on-site Psychiatrist. The Medical Director shall be responsible to assure the quality of health care provided within COUNTY's JAIL Facilities and shall provide clinical supervision to the mid-level practitioners in accordance with California law, and other ancillary personnel who perform services pursuant to this Agreement. The Medical Director must be a licensed physician. COUNTY prefers for the Medical Director to be Board Certified in internal medicine or family practice, but this is not a requirement. However, CONTRACTOR shall attempt to actively pursue recruiting a Board-Certified Medical Director. The Medical Director must have thorough knowledge of all current principles and practices of medicine. The Psychiatrist shall work closely with the Mental Health Coordinator to coordinate the behavioral health activities in the JAIL.
3. The parties agree to meet and negotiate in good faith an Amendment to this Agreement if the ADP decreases below 2,300.

### **ADMINISTRATION**

1. CONTRACTOR shall maintain a collaborative and open relationship with the COUNTY's DPH, DBH, and SHERIFF Departments in the provision of services and operations, as well as future planning and evaluation of services.
2. CONTRACTOR shall provide medical and behavioral health care services pursuant to the terms of this Agreement and as highlighted in the Remedial Plan (Consent Decree *Hall, et. al. v. County of Fresno*), attached as Exhibit B. COUNTY shall work with CONTRACTOR to delineate CONTRACTOR's responsibilities regarding the Remedial Plan.
3. CONTRACTOR shall ensure their staff complete the Application for Facility Access and shall be responsible for payment of the Live Scan clearance fees (upon execution of this Agreement, the fee is currently at \$52 per person). CONTRACTOR shall abide by COUNTY's requirement for a background check on all personnel. COUNTY maintains the right to veto the use of any on-site employee or subcontractor.
4. CONTRACTOR shall communicate and consult frequently with the local medical community and other COUNTY-contracted providers, as well as family members of inmates in custody, as allowable by HIPAA regulations, to provide the most complete evaluation and treatment of incarcerated individuals.
5. CONTRACTOR shall coordinate with SHERIFF, and COUNTY's contracted emergency response ambulance provider, as needed, for emergency transportation needs.

6. CONTRACTOR shall make every effort to minimize the need to transport inmates from the JAIL to other providers for treatment by providing expanded services on-site or by other methods to reduce outpatient costs as well as SHERIFF's staff transportation and custody costs. CONTRACTOR shall perform utilization review and case management services to monitor the necessity and appropriateness of inpatient hospital care and other outside medical services provided.
7. CONTRACTOR's health care personnel shall be available for court inquiries and/or appearances, when required. It shall be CONTRACTOR's responsibility to compensate their staff for court appearances, which shall be at no added cost to COUNTY.
8. In the event of a HIPAA breach, violation, or allegation, CONTRACTOR shall fully cooperate with COUNTY Privacy and Security Officers, or designees.
9. CONTRACTOR shall provide appropriate and adequate bilingual services. CONTRACTOR shall also make sign language interpretation available, as needed.
10. CONTRACTOR shall provide appropriate and adequate interpreter services to include, but not be limited to, the following COUNTY threshold languages: Spanish, Hmong, Laotian and Cambodian/Khmer.
11. CONTRACTOR shall establish and make available a process for receiving, investigating, and responding to and resolving any concerns relating to an adult inmate grievance concerning medical or behavioral health care provided.
12. CONTRACTOR shall work with the COUNTY's Health Officer who, under Welfare and Institutions Code section 101045, shall investigate health and sanitary conditions in every county detention facility. CONTRACTOR shall prepare for, and participate in, said annual health inspections of the COUNTY's JAIL Facilities. CONTRACTOR shall be responsible for the remediation of reported non-compliance pertaining to the provision of medical or behavioral health care services.
13. CONTRACTOR shall cooperate fully in aiding COUNTY to investigate, adjust, settle, or defend any claim, action, or proceeding, including writs of habeas corpus, brought in connection with the provision of medical or behavioral health care with which CONTRACTOR may be connected.
14. CONTRACTOR shall establish and facilitate a medical and behavioral health care audit Continuous Quality Improvement (CQI) committee comprised of CONTRACTOR's medical staff, and behavioral health staff, as well as with active participation of the COUNTY's Health Officer, or designee. Said CQI committee shall prepare and review monthly data and statistical reports that shall be provided to the COUNTY's DPH and DBH's Director, or their designee.
15. CONTRACTOR must participate in monthly administrative audit meetings, along with the COUNTY's DPH and DBH Director, or designees, to assist with reviewing reports and ensuring compliance. The purpose of said meetings shall be to evaluate statistics and program needs. The meetings shall also be used to evaluate and address problems/issues that may arise internally and with interrelationships between custody, medical and behavioral health care services personnel as well as the CONTRACTOR's relationships with providers of emergency, inpatient, and outpatient specialty care services. Adult inmate grievances filed shall also be reviewed, as well as any current high profile inmate cases.

16. CONTRACTOR must conduct monthly Suicide Prevention meetings to discuss inmates who are on suicide precautions or who have been placed in the Safety Cell. This meeting may be combined with the SMI meeting, discussed herein, if approved by all parties.
17. CONTRACTOR must conduct bi-weekly meetings to discuss inmates in the JAIL who have been diagnosed with a SMI for care coordination for optimal quality of care and to address behavioral issues. The bi-weekly SMI meetings shall include a multidisciplinary team with representatives from the SHERIFF, DPH, DBH, and CONTRACTOR's staff. The purpose of the meetings shall be to monitor the progress of inmates with SMI who are in administrative segregation or single cell housing, to evaluate an inmate's housing situation, review the inmate's behavior management plan, and to monitor adherence to the Remedial Plan for inmates who are in administrative segregation or single cell housing. Minutes shall be taken, recorded, and disseminated to all invitees and participants at the SMI meetings.
18. In the event of an inmate death, CONTRACTOR's physician, not involved in the patient's treatment, shall conduct a mortality review of the case and shall present their findings in a multidisciplinary mortality review meeting to be attended by SHERIFF, DPH, DBH, County Counsel, and CONTRACTOR's staff. If a suicide occurs, a psychological autopsy must also be performed by the CONTRACTOR's psychiatrist or a licensed mental health professional, not involved in patient's treatment, and the results shall be presented at the mortality review. Minutes shall be taken, recorded, and disseminated to all invitees and participants.

### **EXCEPTIONS TO TREATMENT**

1. CONTRACTOR shall not be financially responsible for:
  - a. Treatment costs incurred after an inmate is released from the COUNTY's legal custody.
  - b. Elective medical care:
    - i. Examples of elective medical care include, but are not limited to: breast reconstruction, gastric bypass, facelift, or gender reassignment surgery.
  - c. Psychiatric inpatient hospitalization.
  - d. Health care provided to an infant following birth.
  - e. Any costs associated with smoking cessation treatment or classes.
  - c. Any medical testing or obtaining samples which are forensic in nature.
  - d. Any experimental treatments.
  - e. Any care provided without CONTRACTOR's prior knowledge.
2. CONTRACTOR shall be responsible for all medical and behavioral health care according to the terms of this Agreement while inmates are legally "in custody" of SHERIFF, with the exception of inmates who are "Proxy" booked, "admitted" as Inpatients to a hospital and under a doctor's care "Inpatient Hospitalization Services", or who have been sent to a Skilled Nursing Facility (SNF) and are under a doctor's care at that facility. CONTRACTOR shall only send inmates to a SNF with the prior concurrence of COUNTY's Health Officer. Inmates are considered "in custody" upon the physical booking of the inmate until the time the inmate is legally released from SHERIFF custody. Following formal booking, inmates shall be maintained in the daily jail count regardless of where they are physically (e.g., if they go to an Emergency Room following formal booking, they are still "in custody"). However, individuals on supervised probation, or those who may be housed in an unidentified location (e.g., a witness or co-conspirator), shall not be included in the daily population count, and shall not be the responsibility of

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

3. An inmate is considered "Admitted" to a hospital when they have a serious or life-threatening medical problem, and a physician has accepted them as a patient requiring more than 24 hours of care. Per this Agreement, once "Admitted," an inmate become the financial responsibility of the COUNTY under "Inpatient Hospitalization Services". Their care falls to the physician and facility that admitted the inmate. Even while admitted, the inmate remains in the custody of the SHERIFF.



EXHIBIT C-1

Staffing Matrix 2023										
Position	Scheduled Weekly Hours								Total Hours	FTEs
	SUN	MON	TUE	WED	THU	FRI	SAT	TBD		
<b>Day Shift</b>										
Health Services Administrator		8.0	8.0	8.0	8.0	8.0			40.0	1.00
Assistant HSA		8.0	8.0	8.0	8.0	8.0			40.0	1.00
DON		8.0	8.0	8.0	8.0	8.0			40.0	1.00
Staffing Coordinator		8.0	8.0	8.0	8.0	8.0			40.0	1.00
CQI Coordinator		8.0	8.0	8.0	8.0	8.0			40.0	1.00
Director of Compliance		8.0	8.0	8.0	8.0	8.0			40.0	1.00
Compliance Coordinator		8.0	8.0	8.0	8.0	8.0			40.0	1.00
Medical Director		10.0		10.0					20.0	0.50
Physician	10.0	10.0	20.0	20.0	20.0	10.0	10.0		100.0	2.50
FNP/PA	20.0	60.0	70.0	60.0	70.0	60.0	20.0		360.0	9.00
Administrative Assistant		24.0	24.0	24.0	24.0	24.0			120.0	3.00
HR Generalist		8.0	8.0	8.0	8.0	8.0			40.0	1.00
Care Managers		30.0	50.0	50.0	50.0	20.0			200.0	5.00
Nursing Supervisor	12.0	12.0	12.0	12.0	12.0	12.0	12.0		84.0	2.10
MAT Coordinator		8.0	8.0	8.0	8.0	8.0			40.0	1.00
RN	96.0	96.0	96.0	96.0	96.0	96.0	96.0		672.0	16.80
LVN	108.0	108.0	108.0	108.0	108.0	108.0	108.0		756.0	18.90
Medical Assistant	40.0	80.0	80.0	80.0	80.0	80.0	40.0		480.0	12.00
Medical Records Clerks/Office Assistants	16.0	16.0	32.0	32.0	32.0	16.0	16.0		160.0	4.00
Dentist	8.0	8.0	16.0	16.0	16.0	8.0	8.0		80.0	2.00
Dental Assistant	8.0	8.0	16.0	16.0	16.0	8.0	8.0		80.0	2.00
Dental Hygienist						16.0			16.0	0.40
C.N.A.	12.0	12.0	12.0	12.0	12.0	12.0	12.0		84.0	2.10
Optometrist			8.0		8.0				16.0	0.40
Pharmacy Coordinator		16.0	16.0	16.0	16.0	16.0			80.0	2.00
Infection Control Coordinator		8.0	8.0	8.0	8.0	8.0			40.0	1.00
Mental Health Director			10.0	10.0	10.0	10.0			40.0	1.00
Psychiatrist	8.0	8.0	8.0	8.0	8.0	8.0	8.0		56.0	1.40
Psych NP		16.0	16.0	16.0	16.0	16.0			80.0	2.00
LCSW/LMFT	48.0	84.0	96.0	96.0	96.0	84.0	48.0		552.0	13.80
Discharge Planner		10.0	20.0	20.0	20.0	10.0			80.0	2.00
Psych Tech/LVN	12.0	12.0	24.0	24.0	12.0	12.0	12.0		108.0	2.70
<b>Total Day Shift</b>	<b>398.0</b>	<b>700.0</b>	<b>814.0</b>	<b>806.0</b>	<b>802.0</b>	<b>706.0</b>	<b>398.0</b>	<b>0.0</b>	<b>4,624.0</b>	<b>115.60</b>
<b>Evening Shift</b>										
RN	24.0	24.0	24.0	24.0	24.0	24.0	24.0		168.0	4.20
Medical Records Clerks/Office Assistants	8.0	8.0	16.0	16.0	16.0	8.0	8.0		80.0	2.00
<b>Total Evening Shift</b>	<b>32.0</b>	<b>32.0</b>	<b>40.0</b>	<b>40.0</b>	<b>40.0</b>	<b>32.0</b>	<b>32.0</b>	<b>0.0</b>	<b>248.0</b>	<b>6.20</b>
<b>Night Shift</b>										
Nursing Supervisor	12.0	12.0	12.0	12.0	12.0	12.0	12.0		84.0	2.10
C.N.A.	12.0	12.0	12.0	12.0	12.0	12.0	12.0		84.0	2.10
RN	72.0	72.0	72.0	72.0	72.0	72.0	72.0		504.0	12.60
LVN	108.0	108.0	108.0	108.0	108.0	108.0	108.0		756.0	18.90
LCSW/LMFT	12.0	12.0	12.0	12.0	12.0	12.0	12.0		84.0	2.10
<b>Total Night Shift</b>	<b>216.0</b>	<b>216.0</b>	<b>216.0</b>	<b>216.0</b>	<b>216.0</b>	<b>216.0</b>	<b>216.0</b>	<b>0.0</b>	<b>1,512.0</b>	<b>37.80</b>
<b>Totals</b>	<b>646.0</b>	<b>948.0</b>	<b>1,070.0</b>	<b>1,062.0</b>	<b>1,058.0</b>	<b>954.0</b>	<b>646.0</b>		<b>6,384.0</b>	<b>159.60</b>

EXHIBT L-1  
PERFORMANCE METRICS AND LIQUIDATED DAMAGES

% of patients	Inmates will receive a comprehensive intake screening within 4 hours after acceptance into the facility.	NCCHC guidelines	90 % compliance
% of patients	Inmates requesting medical or mental health services and seen immediately for emergent concerns, within 24 hours for urgent concerns, or scheduled to be seen within 72 hours for non-urgent concerns.	Remedial Plan Section I.F.2.	90 % compliance
% of patients	Inmates with chronic disease are evaluated by a physician or mid-level provider at intervals not exceeding 90 days.	Remedial Plan Section I.D.2.	90 % compliance
% of patients	Currently, inmates with acute or chronic medical and/or mental health conditions and pregnant inmates are released with a discharge plan and prescription for a 14-day supply of essential medications. In the future, Cal-Aim requirements will change to include a scheduled appointment with the primary care provider transfer or linkage to community providers and a 14-day supply of essential medications and a prescription for 30-day supply of medications.	Remedial Plan Section II.B	90 % compliance
% of patients	Inmates being monitored for withdrawal will have an assessment with a full set of vital signs completed every eight hours, received withdrawal medication for CIWA within four hours of the booking date and time, as well as have a provider evaluate the inmate within twenty four hours.	Remedial Plan Section I.D.5.	90 % compliance
% of patients	Inmates being monitored in the sobering cell will have a Hack's assessment completed every thirty minutes, and a provider will be contacted when the inmate has remained in the sobering cell for greater than four hours.	Remedial Plan Section I.D.5.	90 % compliance

Assessment of Liquidated Damages is as follows:

- \$15,000 per month for each metric listed above with compliance that falls below 80%
- \$7,500 per month for each metric listed above with compliance that falls between 80%-90%
- \$0 per month for any metric listed above with compliance above 90%

# Exhibit Q

## Insurance Requirements

### 1. Required Policies

Without limiting the County's right to obtain indemnification from the Contractor or any third parties, Contractor, at its sole expense, shall maintain in full force and effect the following insurance policies throughout the term of this Agreement.

- (A) **Commercial General Liability.** Commercial general liability insurance with limits of not less than Three Million Dollars (\$3,000,000) per occurrence and an annual aggregate of Six Million Dollars (\$6,000,000). This policy must be issued on a per occurrence basis. Coverage must include products, completed operations, property damage, bodily injury, personal injury, and advertising injury. The Contractor shall provide a blanket endorsement to this policy on behalf of the County of Fresno, its officers, agents, and employees, individually and collectively, as additional insureds, but only insofar as the operations under this Agreement are concerned. Such coverage for additional insureds will apply as primary insurance and any other insurance, or self- insurance, maintained by the County is excess only and not contributing with insurance provided under the Contractor's policy.
- (B) **Automobile Liability.** Automobile liability insurance with limits of not less than One Million Dollars (\$1,000,000) per occurrence for bodily injury and for property damages. Coverage must include any auto used in connection with this Agreement.
- (C) **All Risk Property Insurance.** Contractor will provide property cover for the full replacement value of the County's Personal Property in possession of Contractor and/or used in the execution of this agreement. County will be identified on an appropriate certificate of insurance as the certificate holder and will be named as an additional loss payee on the Property Insurance Policy. Each claim made under the All Risk Property Insurance program shall be capped at \$50,000.
- (D) **Workers Compensation.** Workers compensation insurance as required by the laws of the State of California with statutory limits.
- (E) **Employer's Liability.** Employer's liability insurance with limits of not less than One Million Dollars (\$1,000,000) per occurrence for bodily injury and for disease.
- (F) **Professional Liability.** Professional liability insurance with limits of not less than Three Million Dollars (\$3,000,000) per claim and an annual aggregate of Six Million Dollars (\$6,000,000). If Contractor has a claims-made policy, then (1) the retroactive date must be prior to the date on which services began under this Agreement; (2) the Contractor shall maintain the policy and provide to the County annual evidence of insurance for not less than five years after completion of services under this Agreement; and (3) if the policy is canceled or not renewed, and not replaced with another claims-made policy with a retroactive date prior to the date on which services begin under this Agreement, then the Contractor shall purchase extended reporting coverage on its claims-made policy for a minimum of four years after completion of services under this Agreement. Coverage must include sexual abuse / molestation liability coverage.
- (G) **Cyber Liability.** Cyber liability insurance with limits of not less than Two Million Dollars (\$2,000,000) per occurrence. Coverage must include claims involving Cyber Risks. The cyber liability policy must cover the full replacement value of damage to, alteration of, loss of, or destruction of intangible property (including but not limited to information or

## Exhibit Q

data) that is in the care, custody, or control of the Contractor.

**Definition of Cyber Risks.** “Cyber Risks” coverage is limited to the policy terms and conditions for loss caused by (i) Security Breach, which may include Disclosure of Personal Information to an Unauthorized Third Party; (ii) data breach; (iii) breach of any of the Contractor’s obligations under Article 18 of this Agreement; (iv) system failure; (v) data recovery; (vi) failure to timely disclose data breach or Security Breach; (vii) failure to comply with privacy policy; (viii) payment card liabilities and costs; (ix) infringement of intellectual property, including but not limited to infringement of copyright, trademark, and trade dress; (x) invasion of privacy, including release of private information; (xi) information theft; (xii) damage to or destruction or alteration of electronic information; (xiii) cyber extortion; (xiv) extortion related to the Contractor’s obligations under this Agreement regarding electronic information, including Personal Information; (xviii) network security; (xix) data breach response costs, including Security Breach response costs; (xx) regulatory fines and penalties related to the Contractor’s obligations under this Agreement regarding electronic information, including Personal Information; and (xxi) credit monitoring expenses.

Contractor may satisfy the policy requirements above through a program of self-insurance, including an insurance pooling arrangement or joint exercise of powers agreement.

### 2. Additional Requirements

(A) **Verification of Coverage.** Within 30 days after the Contractor signs this Agreement, and at any time during the term of this Agreement as requested by the County, the Contractor shall deliver, or cause its broker or producer to deliver, to the Fresno County Sheriff’s Business Office, Attn: Business Manager at 2200 Fresno Street, Fresno, California 93721, or [sheriff.payables@fresnosheriff.org](mailto:sheriff.payables@fresnosheriff.org), and by mail or email to the person identified to receive notices under this Agreement, certificates of insurance and blanket endorsements for all of the coverages required under this Agreement.

- (i) Each insurance certificate must state that the Contractor has waived its right to recover from the County, its officers, agents, and employees, any amounts paid under any insurance policy required by this Agreement and that waiver does not invalidate the insurance policy which may be evidenced through a blanket waiver of subrogation.
- (ii) The commercial general liability insurance certificate must also state, and include a blanket endorsement, that the County of Fresno, its officers, agents, and employees, individually and collectively, are additional insureds, insofar as the Contractor’s operations under this Agreement. The commercial general liability insurance certificate must also state that the coverage shall apply as primary insurance and any other insurance, or self-insurance, maintained by the County shall be excess only and not contributing with insurance provided under the Contractor’s policy.
- (iii) The professional liability insurance certificate, if it is a claims-made policy, must also state the retroactive date of the policy, which must be prior to the date on which services began under this Agreement.

## Exhibit Q

- (B) **Acceptability of Insurers.** All insurance policies required under this Agreement must be issued by insurers authorized to do business in the State of California and possessing at all times during the term of this Agreement an A.M. Best, Inc. rating of no less than A-: VII.
- (C) **Notice of Cancellation or Change.** For each insurance policy required under this Agreement, the Contractor shall provide to the County, written notice of any cancellation or material change in the policy as required in this paragraph. For cancellation of the policy for nonpayment of premium, the Contractor shall provide written notice to the County not less than 10 days in advance of cancellation. For cancellation of the policy for any other reason, and for any other material change to the policy, the Contractor shall, provide written notice to the County not less than 30 days in advance of cancellation or material change. The County in its sole discretion may determine that the failure of the Contractor or its insurer to timely provide a written notice required by this paragraph is a breach of this Agreement.
- (D) **County's Entitlement to Greater Coverage.** If the Contractor has or obtains insurance with broader coverage, higher limits, or both, than what is required under this Agreement, then the County is entitled to the broader coverage, higher limits, or both.
- (E) **Waiver of Subrogation.** The Contractor waives any right to recover from the County, its officers, agents, and employees, any amounts paid under the policy of worker's compensation insurance required by this Agreement. The Contractor is solely responsible to obtain any policy blanket endorsement that may be necessary to accomplish that waiver, but the Contractor's waiver of subrogation under this paragraph is effective whether or not the Contractor obtains such an endorsement.
- (F) **County's Remedy for Contractor's Failure to Maintain.** If the Contractor fails to keep in effect at all times any insurance coverage required under this Agreement, the County may, in addition to any other remedies it may have, suspend or terminate this Agreement upon the occurrence of that failure.
- (G) **Subcontractors.** The Contractor shall require and verify that all subcontractors used by the Contractor to provide services under this Agreement maintain insurance meeting all insurance requirements provided in this Agreement. This paragraph does not authorize the Contractor to provide services under this Agreement using subcontractors.