

THE BOARD OF SUPERVISORS OF THE COUNTY OF STANISLAUS  
ACTION AGENDA SUMMARY

DEPT: CHIEF EXECUTIVE OFFICE

Urgent \_\_\_\_\_ Routine X

CEO Concurs with Recommendation YES ph NO \_\_\_\_\_  
(Information Attached)

BOARD AGENDA # \*B-5

AGENDA DATE July 10, 2001

4/5 Vote Required YES \_\_\_\_\_ NO X

SUBJECT:

APPROVAL TO RENEW CONTRACT WITH CALIFORNIA FORENSIC MEDICAL GROUP (CFMG) TO PROVIDE MEDICAL SERVICES TO ADULTS AND JUVENILES IN DETENTION FACILITIES IN STANISLAUS COUNTY

STAFF  
RECOMMEN-  
DATIONS:

1. APPROVE A TWO YEAR AGREEMENT WITH CALIFORNIA FORENSIC MEDICAL GROUP (CFMG) FOR MEDICAL SERVICES IN STANISLAUS COUNTY DETENTION FACILITIES.
2. AUTHORIZE THE CHIEF EXECUTIVE OFFICER TO SIGN THE AGREEMENT EFFECITVE FOR THE PERIOD OF JULY 1, 2001 THROUGH JUNE 30, 2003.

FISCAL

IMPACT: The base contract amount for Fiscal Year 2001-2002 is \$3,543,570. This contract is funded through Health Services Agency Realignment Revenue (\$1,352,487) and County General Fund Revenue (\$2,191,083). Incorporated in this contract amount is a 4% cost of living increase over last year. The FY 2001-2002 Adopted Proposed Budget authorized \$3,642,396 in appropriations, which allows for \$98,826 in per diem charges in the event the total inmate population reaches above 1125.

BOARD ACTION AS FOLLOWS:

No. 2001-504

On motion of Supervisor Caruso, Seconded by Supervisor Blom  
and approved by the following vote,

Ayes: Supervisors: Mayfield, Blom, Simon, Caruso, and Chair Paul

Noes: Supervisors: None

Excused or Absent: Supervisors: None

Abstaining: Supervisor: None

1) X Approved as recommended

2) \_\_\_\_\_ Denied

3) \_\_\_\_\_ Approved as amended

Motion:

ATTEST: CHRISTINE FERRARO TALLMAN, Clerk

By: Deputy Christine Ferraro

File No.

APPROVAL TO RENEW CONTRACT WITH CALIFORNIA FORENSIC MEDICAL GROUP (CFMG) TO PROVIDE MEDICAL SERVICES TO ADULTS AND JUVENILES IN DETENTION FACILITIES IN STANISLAUS COUNTY

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**DISCUSSION:** In Fiscal Year 1992-93, the Board entered into its first agreement with CFMG for medical services for Stanislaus County inmates. The contract was renewed for three years in 1994, for two additional years in 1997, and extended twice more in 1999 and 2000.

In January 2001, Chief Executive Office staff performed a survey of satisfaction levels of CFMG and other providers of jail medical services in California. At that time, staff learned that there are only three providers of jail medical services in California who are certified by California Medical Association (CMA), with CFMG having the largest number of clients (18 out of 23). In addition, outside counties were polled about their satisfaction with their providers, and learned that satisfaction with CFMG was very high with other counties. In addition, staff at Probation and the Sheriff's Office were very pleased with CFMG's service and stated that they had established good working relationships with CFMG staff.

In March 2001, a negotiating team consisting of staff from the Chief Executive Office, Probation, and the Sheriff's Office met with staff from CFMG to discuss a new contract for Fiscal Years 2001-2003. After a number of small changes, which included updating old language that referred to Stanislaus Medical Center, and leaving a provision open to renegotiate if additional units open during the life of the contract, the agreement was finalized. The base number of inmates served is unchanged, at 925-1125.

The contract again allows for an annual increase for each year of the agreement, which is based upon an average of the San Francisco/Oakland Medical and Overall Consumer Price Index or 4%, which ever is less.

Finally, the contract provides that CFMG continue to be solely responsible for all costs of inmate health care during the two-year term of the agreement.

**POLICY ISSUES:** Approval will provide for continuation of these medical services to the adult and juvenile detention populations and meets the Board's priority for a safe, healthy community.

**STAFFING  
IMPACTS:**

There are no staffing impacts associated with this action.

# **AGREEMENT FOR MEDICAL SERVICES IN STANISLAUS COUNTY DETENTION FACILITIES**

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

The effective date of this Agreement is July 1, 2001. CFMG will supply the total services, described elsewhere, for the entire contract term through June 30, 2003, unless the agreement is earlier terminated. The contract may be continued past June 30, 2003 with prior written notice from the County to CFMG.

The terms of this Agreement are as follows:

1. County Facilities

- A. The County operates a Downtown Men's Jail, Public Safety Center and Honor Farm (hereinafter collectively called "Adult Facilities"), all of which are detention facilities. The County operates a Juvenile Hall located at 2215 Blue Gum Avenue ( hereafter called "Juvenile Facility").

2. Services to be Provided by CFMG

- A. Under this Agreement, the responsibility of CFMG for the medical care of an inmate commences with the booking, medical clearance (notwithstanding services described in Receiving Screening in Exhibit "A"), and physical placement of said inmate into any one of the Adult Facilities or Juvenile Facility.
- B. Inmates on "temporary release" such as pass, furlough, are not the responsibility of CFMG. Inmates who have escaped from a facility are not the responsibility of CFMG.
- C. CFMG will provide health and mental health care services for all adult inmates and health care services for all juveniles as are more specifically described in Exhibit "A" which is attached to this agreement and hereby incorporated as part of this Agreement. Procedures for accomplishing contracted services as described in

Exhibit "A" as updated by mutual agreement of CFMG, the Sheriff or designee, and the Chief Probation Officer or designee.

- D. CFMG agrees to comply with the California Medical Association standards associated with health services in correctional institutions and will also comply

with all applicable laws, including the provisions of the California Code of Regulations, Title 15, Articles 8 & 10, relating to medical services in correctional institutions and juvenile facilities in the State of California.

- E. CFMG agrees to develop, maintain and update, in conjunction with the Stanislaus County Sheriff's Department and the Stanislaus County Probation Department, policy and procedure manuals pertinent to the duties of all CFMG and Sheriff/Probation personnel with respect to health care in the County's adult facilities and juvenile facility.

3. Contract Documents

- A. The documents to be included in the contract are the following:

- a) This Contract including Exhibit "A", "Services to be Provided",
- b) Staffing Pattern (Exhibit "B"),
- c) The County Inventory (Exhibit "C").
- d) Monthly Staffing Payment Reductions (Exhibit "D").
- e) Payment Formula (Exhibit "E").
- f) Per Diem Payments or Reductions (Exhibit "F").

- B. These contract documents comprise the entire agreement between County and CFMG. The contract documents are complementary. In the case of ambiguity or conflict between the contract documents, Exhibit "A", "Services to be Provided" will be given priority.

4. Staffing

- A. CFMG agrees to maintain the staffing pattern as specifically described in the Exhibit "B" which is attached to this Agreement and hereby incorporated as part of the Agreement. A vacant position continuously not filled for a fourteen (14) day period is subject to monthly payment reduction (as specified in Exhibit "D").

5. Payments

- A. In consideration for its services hereunder, the County shall pay to CFMG the sum of \$3,543,570 (three million, five hundred forty three thousand, five hundred and seventy dollars) for the period of July 1, 2001 to June 30, 2003. Effective July 1, 2002, and yearly there after, the payment schedule is based on the following formula: the base plus the base times the average of the Consumer Price Index (CPI) Overall and Medical Care Costs for the San Francisco / Oakland Region for the period of April through April of the preceding year or four (4%) percent whichever is lower (see Exhibit "E"). This payment methodology will be applied annually throughout the life of the contract.

B. Per Diem Payments or Reductions.

Monthly installment payments shall be increased or decreased on a monthly basis pursuant to the following terms:

- a) If the combined average daily population for the Adult Facilities and Juvenile Facility for a given quarter is less than 925, the difference would be multiplied by \$2.29 (two dollars and twenty nine cents) times the number of days in the quarter. This amount would be subtracted from the payment to CFMG. Effective July 1, 2002 and yearly there after, the payment schedule is based on the following formula: the base plus the base times the average of the Consumer Price Index (CPI) Overall and Medical Care Costs for the San Francisco / Oakland Region for the period of April through April of the preceding year or four (4%) percent whichever is lower (see Exhibit "F"). This payment methodology will be applied annually throughout the life of the contract.
  - b) If the combined average daily population for the Adult Facilities and Juvenile Facility is greater than 1125, the difference would be multiplied by \$2.29 (two dollars and twenty nine cents) times the number of days in the quarter. This amount would be added to payments to CFMG. Effective July 1, 2002 and yearly there after, the payment schedule is based on the following formula: the base plus the base times the average of the Consumer Price Index (CPI) Overall and Medical Care Costs for the San Francisco / Oakland Region for the period of April through April of the preceding year or four (4%) percent whichever is lower (see Exhibit "F"). This payment methodology will be applied annually throughout the life of the contract.
- C. Units C and A of the minimum security facility at the Public Safety Center may open during the course of this Agreement. If this occurs, either party to this Agreement may initiate negotiations with the other party to address the additional inmate population and staffing patterns.
- D. The County may, upon giving CFMG thirty days written notice, increase the base number of the range. In return for said increase, the County agrees to pay CFMG the annualized current per diem amount for each additional inmate.

6. Contract Modification

- A. Any modification of the description of services or staffing pattern attached as Exhibit "B" and any other modification or amendment of this agreement shall require written notification and justification by CFMG or the Sheriff/Probation Department and approval by the Chief Executive Office.

- B. Either party to this Agreement may initiate negotiations with the other party concerning the proposed expansion of juvenile facilities if that should occur during the term of this contract.
- C. Units C and A of the minimum security facility at the Public Safety Center may open during the course of this Agreement. If this occurs, either party to this Agreement may initiate negotiations with the other party to address the additional inmate population and staffing patterns.
- D. The County may, upon giving CFMG thirty days written notice, increase the base number of the range. In return for said increase the County agrees to pay CFMG \$730 per year for each additional inmate.

7. Fiscal and Statistical Records and Reporting

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

8. Medical Records

- A. Existing medical and mental health records, as well as new medical and mental health records prepared by CFMG, shall at all times be the property of County. During the term of this contract, said records shall be held in the custody of and maintained by CFMG. The County shall have access to all medical and mental health records during the time they are maintained by CFMG. County shall be responsible for the destruction of any medical and/or mental health records which are no longer required to be maintained pursuant to County policy or state or other applicable law - these records would ordinarily be retained by the County of Stanislaus for a period of not less than 10 years for adults and 18 years for juveniles.

9. Personnel

- A. CFMG's employees performing professional medical services shall be duly licensed and certificated by the appropriate body in and for the State of California.
- B. Copies of licenses and/or records of certification for all medical/mental health personnel are to be made available for examination by the County and/or by representatives of the County upon request. Copies shall be maintained at each facility where said medical/mental health personnel is assigned.
- C. CFMG shall have an on-site Medical Director who will be responsible to assure the quality of health care provided, and who will also supervise the practice of

mid-level practitioners should such personnel be utilized. The on-site Medical Director will obtain and maintain staff privileges at Stanislaus Medical Center.

- D. There will be an employee of CFMG designated to act as liaison person between CFMG, the Sheriff and Probation Staff in the absence of the Program Manager. The Captain of the Jail Facilities and the Chief Deputy Probation Officer will be the designated liaison person(s) for the County.
- E. CFMG will be responsible for time and attendance accountability of its employees and provide appropriate records to the County upon demand.
- F. Employees must safeguard all property of the County of Stanislaus. Medical equipment is to be used only by those trained and qualified in its use, and CFMG will be held responsible for damage resulting from negligence or carelessness on the part of its employees.

10. Cooperation of Claims

- A. Each of the parties hereto shall be solely liable for the negligent or wrongful acts or omissions of its representatives and employees occurring in the performance of this Agreement and, if either party becomes liable for damages caused by its representatives and employees, it shall pay such damages without contribution by the other party. Each party hereto agrees to indemnify, defend and save harmless the other party, its officers, agents and employees from any and all claims and losses proximately caused by the party's solely negligent or wrongful acts or omissions. Notwithstanding the foregoing provisions, it is understood and agreed that County will indemnify, defend and save harmless CFMG, its officers, agents and employees from any and all claims, losses and legal proceedings, such as writs of habeas corpus, where the proceeding does not concern allegations of negligent or wrongful acts or omissions of CFMG.
- B. CFMG shall cooperate fully in aiding the County to investigate, adjust, settle, or defend any claims, action, or proceeding brought in connection with the operation of detention facilities health programs involving CFMG.
- C. CFMG agrees to cooperate with County on any legal matters related to the health care services provided and shall respond verbally or in writing or give testimony in a court of law as part of the comprehensive health care services and at no additional cost to the County of Stanislaus.

11. Insurance

- A. CFMG must have Professional Liability/Medical Malpractice Insurance with liability limits of at least \$1,000,000 (one million dollars) per occurrence and \$3,000,000 (three million dollars) aggregate.

- B. CFMG shall at all times maintain and keep in force all other usual forms of insurance such as Worker's Compensation, General Liability, including Auto Liability and Property Damage, as will protect CFMG from claims under Worker's Compensation Acts and also such insurance as will protect Contractor and the County of Stanislaus from any other claims for damages for personal injury, including death, as well as from claims for damages to any property of the County or of the public, which may arise from performance whether such performance be by CFMG or by any Subcontractor or anyone directly or indirectly employed by any of them.
- C. The amount of general and auto liability insurance shall under no circumstances be less than \$100,000 (one hundred thousand dollars) for injuries sustained by any one (1) person and \$300,000 (three hundred thousand dollars) for injuries sustained by two (2) or more persons in any one (1) accident. The amount of property damage insurance shall not be less than \$100,000 (one hundred thousand dollars).

12. Non-Discrimination

- A. No contractor who is the recipient of County funds, or who proposes to perform any work or furnish any goods under this Agreement, shall discriminate against any worker, employee or applicant or any member of the public because of race, ancestry, national origin, religion, physical or mental disability (including persons with AIDS or those with a record of or regarded as having a substantially limiting impairment), or medical condition (cancer related), pregnancy related condition, marital status, sex, sexual orientation, age (over 40), or political affiliation or belief, nor otherwise commit an unfair employment practice. CFMG and its agents, officers, and employees shall comply with the provisions of Fair Employment and Housing (Government Code section 12900, et seq.) and the applicable regulations promulgated thereunder in the California Code of Regulations. CFMG shall also abide by the Federal Civil Rights Act of 1964 (P.L. 88-352) and all amendments thereto and all administrative rules and regulations issued pursuant to said act. CFMG further agrees to abide by the County's nondiscrimination policy. CFMG further agrees that this article will be incorporated by CFMG in all contracts entered into with suppliers of materials or services, contractors and subcontractors, and all labor organizations furnishing skilled, unskilled, and craft union skilled labor, or who may perform any such labor or services in connection with this contract.

13. Termination

- A. The County may terminate the contract at any time CFMG fails to carry out the contract provisions, or fails to provide the services or staffing as set forth in Exhibit A or if CFMG is sold. The County shall give CFMG thirty (30) days



notice of any failures of performance by CFMG. If, after such notice, CFMG and County do not both agree that the condition has been resolved, then the County has the right to terminate the agreement effective immediately and without further notice. Either party may terminate the contract without cause upon giving one hundred eighty days (180) days written notice, to the other party.

14. Independent Contractor

- A. No relationship of employer and employee is created by this agreement, it being understood that CFMG will act hereunder as an independent contractor, and none of the attending physicians, nursing personnel, or administrative support personnel performing services for CFMG pursuant to this Agreement, whether said person be member, partner employee, subcontractor, or otherwise, shall have any claim under this Agreement or otherwise against County for sick leave, vacation pay, retirement benefits, social security, worker's compensation, disability, unemployment insurance benefits, or employee benefits of any kind.
- B. Furthermore, CFMG agrees to perform its work and functions at all times in accordance with currently approved medical methods and practices consistent with standards of the medical profession in the community. The sole interest of the County is to ensure that said medical shall be performed and rendered in a professional, competent, efficient and satisfactory manner.

15. Civil Rights

- A. CFMG shall provide the program services provided for herein without any discriminatory practice based on race, ancestry, color, national origin, religion, physical or mental disability (includes persons with AIDS or those with a record of or regarded as having a substantially limiting impairment), or medical condition (cancer related), pregnancy related condition, marital status, sex, sexual orientation, age (over 40), or political affiliation or belief.

16. Use of Space and Equipment

- A. The County will make available to CFMG all space and use of County-owned equipment as per inventory. A separate room shall be provided for dental services at the Adult Facilities. CFMG shall be responsible for providing all new medical equipment which shall remain the property of CFMG. CFMG will supply required forms, contaminated waste pick-up, and pay for outgoing long distance calls except to contract sites.

17. Security

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

18. Transportation

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

19. Notices and Communications

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

County	CFMG, Inc. Chief Administrative Officer: California Forensic Medical Group, Inc.
County of Stanislaus 1010 10 <sup>th</sup> Street, Suite 6800 Modesto, CA 95354	Cannery Row Park Plaza 300 Foam Street, Suite B Monterey, CA 93940

20. Hospitalization

- A. CFMG shall arrange and pay for all required hospitalization for inmates who have been medically cleared, booked and physically placed in the adult facilities or the juvenile facility.
- B. CFMG will use Doctor's Medical Center or any other hospital facility designated by the County for patients needing hospitalization and emergency services to the extent that they provide required services and to the extent that this is medically appropriate.
- C. CFMG agrees to identify all inmates referred to Doctor's Medical Center or other County designated hospital who have other third party payment capabilities at the time of transfer. CFMG and County agree to exhaust all other recovery possibilities prior to such services being a responsibility of CFMG. CFMG will be responsible for payment of all monies not covered by any other source of recovery up to the rates described in 5.
- D. Stanislaus County shall receive reimbursement from CFMG for the charges from Doctor's Medical Center and which are paid by the County pursuant to Section "4" of the Detention Facilities Subcontract Agreement which provides as follows: "Upon expiration of the rates pursuant to Paragraph 20E, DMC shall provide those certain inpatient, emergency and clinic services at MediCal rates or as otherwise agreed."

21. CMA Accreditation

- A. CFMG agrees to maintain CMA accreditation for the duration of this contract for all Adult Facilities and the Juvenile Facility.
- B. The County agrees to provide juvenile hall mental health services, physical plant(s), and custody services that meet CMA guidelines. CFMG shall not be held responsible for failure to maintain CMA accreditation based on the County's failure to perform or delays in the County performance, CMA delays in the scheduling of reviews or requests for program modification by CMA that require additional surveys. The County reserves the right to fine CFMG up to \$10,000 (ten thousand dollars) per facility if CMA accreditation is denied based solely on CFMG failure to perform. The County agrees to cooperate with and use its best efforts to assist CFMG in maintaining the CMA accreditation mentioned in this paragraph. In the event that the County fails to comply with its requirements as set forth in this paragraph, then, and in such event any and all penalties provided for in this paragraph shall not be enforceable.

22. Approval of Subcontracts

- A. County maintains right to approve all CFMG subcontracts for medical services and supplies.

23. Approval of Employee Hiring

- A. County maintains right to approve all CFMG employee hirings which said employees shall be subject to Sheriff/Probation Department background checks. County's Sheriff and Chief Probation Officer reserve the right to perform background or security checks of CFMG's employees as a condition of granting access to the County detention facilities. The Sheriff and Chief Probation Officer have the sole discretion to determine security acceptability of all CFMG personnel at any time during the contract period and personnel found to be an unacceptable security risk shall not be given access to the facilities. No new employee shall be brought to a facility without the prior approval of the Sheriff and/or Chief Probation Officer. The Sheriff and/or Chief Probation Officer will be informed when a CFMG employee leaves CFMG employment. CFMG shall retrieve all County property issued to any employee leaving CFMG employment, such as keys, identification cards, ect., and return property to the County Sheriff and/or Chief Probation Officer, as appropriate.

24. Physical Examination

- A. CFMG will provide pre-employment physical examinations required for Sheriff's Department/Probation Department employees and D.A. Investigators excluding

laboratory tests, x-rays, all diagnostic testing and psychological testing. CFMG will provide nursing time to do Hepatitis B vaccine inoculations and TB testing for Sheriff and Probation custody personnel. County shall provide record keeping and Hepatitis B Vaccine. County will coordinate scheduling with CFMG.

25. Notification of Serious Health Condition

- A. CFMG will notify designated Sheriff's Department/Probation Department personnel concerning significant health conditions of inmates.

26. Coordination with Health Department

- A. CFMG will coordinate with the Jail Commander, Probation Department designee and the Health Department when inmates request voluntary HIV testing or information on Sexually Transmitted Disease (STD). The Sheriff/Probation Department will coordinate with the Health Department to arrange for such testing on-site.

27. Communicable Disease Outbreak in Facilities

- A. When the Public Health Director assesses the risk of a communicable disease outbreak to be such that preventative inoculations be required for jail and/or juvenile hall staff and inmates, CFMG will cooperate and provide all staff necessary to complete the inoculations on-site. The County will provide and pay for the vaccines.
- B. CFMG will be responsible for in-facility infectious disease
  - a) screening (measures to identify persons who have infectious diseases),
  - b) containment (measures to prevent transmission of infectious diseases), and
  - c) assessment (monitoring and evaluation of screening and containment activities).
- C. The Public Health Division will
  - a) assist in developing and updating policies, procedures, and record systems for infectious disease control in the facilities,
  - b) provide or refer to expert clinical consultation in infectious diseases,
  - c) ensure that released inmates complete therapy,
  - d) assist with infectious disease contact investigations in facilities,

- e) analyze infectious disease morbidity in facilities, and
- f) ensure access to adequate laboratory services

28. Administrative Meetings

- A. Quarterly administrative meetings will be held.

29. Adherence to California Law

A. CFMG agrees to follow all laws of the state of California. In witness whereof, the parties hereto have executed this agreement.

CONTRACTOR:

COUNTY:

By Don Hentel  
CFMG

By Reagan M. Wilson  
Reagan M. Wilson  
Chief Executive Officer  
County of Stanislaus

APPROVED AS TO FORM:

By Dean Wright

Dean Wright, Deputy County Counsel

APPROVED AS TO CONTENT:

Alison Skinner Sheriff

Linda Duff Probation

ATTEST:  
Christine D. Ferraro, Deputy for  
Christine D. Ferraro, Clerk of the Board

## EXHIBIT A

SERVICES: All services performed by Contractor shall be carried out in conformance with CMA accreditation guidelines and CAC Title 15.

30. Receiving Screening (Adult Facilities)

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

(Juvenile Facility)

- F. Counselors will complete the Intake Health Screening form.
- G. CFMG nursing staff or on-call staff will respond to requests for consultation on screenings as required.
- H. Same as adult facilities.
- I. Same as adult facilities.

31. Health Inventory and Communicable Disease Screening  
(Adult Facilities and Juvenile Facilities)

- A. CFMG will perform a Health Inventory and Communicable Disease Screening on all inmates who reside in the Adult Facilities within 14 days.

- B. Included will be screening for tuberculosis and other communicable diseases. Lab tests will be performed per CMA guidelines and as medically indicated.
- C. The Health Inventory and Communicable Disease Screening will be completed by either the physician, the family nurse practitioner, physician's assistant, or registered nurse specifically trained to conduct health appraisals.
- D. CFMG will perform a medical examination on every minor who is admitted to the Juvenile Hall at the first reasonable opportunity following admission, in accordance with Title 15, Article 8, Section 4300 and CMA standards.

32. Detoxification from Drugs and Alcohol (Adult Services)

- A. Detoxification services will be performed under medical supervision.
- B. Inmates will be assessed by medical personnel when admitted to the detoxification cell.
- C. CFMG staff will check inmates in the detoxification cell upon admission, every six hours thereafter, and any time when requested by custody.
- D. CFMG staff will note the check on the log posted on the detoxification cell door.
- E. Custody staff will monitor detoxification cells as per Title 15 and/or CMA guidelines.

(Juvenile Facility)

- F. Detoxification from mind-altering drugs including alcohol, when performed at Juvenile Hall, will be under medical supervision. No standing orders will be used.
- G. When no medical staff is present, inmates presenting "withdrawal" symptoms prior to booking will immediately be sent to Stanislaus Medical Center for clearance.

33. Sick Call (Adult Facilities)

- A. Sick call will be conducted five days a week with emergency response on weekend.
- B. Sick call will be conducted by a Physician, Family Nurse Practitioner, Physician's Assistant, or a Registered Nurse operating under standardized procedure.
- C. Sick call will be conducted in designated areas of the clinics or housing units, in as much privacy as security concerns allow.



- D. Inmates will be scheduled to be seen at sick call as soon as possible or as medically indicated.

(Juvenile Facility)

- E. Sick call will be conducted five days a week by a registered nurse operating under standardized procedures.
- F. Physician will provide consultation at least once per week. Emergency response will be provided on weekends.

34. Outpatient Housing Unit (Adult Facilities only)

- A. Outpatient housing unit services will be provided at the Men's Detention Facility as set fourth in the most current CFMG Policy and Procedure Manual.

35. Off-Site Services (Adult Facilities and Juvenile Facility)

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

36. Laboratory, X-Ray, Pharmaceuticals, Medical Supplies, Equipment and Medical Record Supplies (Adult Facilities and Juvenile Facility)

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

37. On-Site Emergency Services (Adult Facilities and Juvenile Facility)

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

38. Mental Health Services (Juvenile Facility)

- A. CFMG will refer all cases indicating a need for mental health services to Stanislaus County Mental Health, in accordance with established procedures.
- B. CFMG nursing staff will note mental health orders and administer medications as ordered by the mental health providers.
- C. CFMG will not be responsible for any Mental Health off-site costs.

39. Mental Health Services (Adult Facilities)

- A. CFMG will provide on-site mental health care services to all jail inmates incarcerated in County custodial facilities and shall do so in satisfaction of all requirements of the California Medical Association (CMA) standards and Title 15 of the California Administrative Code. Furthermore, CFMG will meet all requirements of any other provision of law as it pertains to the provision of mental health care to inmates at a county custodial facility.
- B. Notwithstanding the foregoing provisions, regarding the services to be provided by CFMG, all court ordered referrals of persons charged solely with misdemeanor offenses for mental health services pursuant to Penal Code section 1367 et seq. are excluded from the services to be provided by CFMG pursuant to this Contract and shall remain the responsibility of the County Department of Mental Health and its Director. Also, notwithstanding the provisions set forth in paragraph A above, all court ordered referrals for mental health services made pursuant to Penal Code section 4011.6 are excluded from the services to be provided by CFMG pursuant to this contract.
- C. It is also understood and agreed that inmates in County adult custodial facilities admitted to a County Mental Health Facility for mental health services pursuant to the provisions of Penal Code section 4011.6 by virtue of referrals made by either the Sheriff's Office or CFMG staff will also be excluded from the services to be provided by CFMG under this Contract. However, it is understood and agreed by the parties that if the number of such admissions exceeds ten (10) in any contract year, or at any time during the first (12) month period of this agreement, that negotiations between the parties shall be reopened solely for the purpose of addressing the financial issues associated with such admissions.
- D. On-site mental health services will be provided at the Main Jail and Public Safety Center only. Inmates at the Honor Farm requiring mental health services will be transported to one of the above facilities for care.

- E. CFMG will not be responsible for complying with the State Department of Mental Health CDS statistical reporting requirements.
- F. CFMG will not be responsible for any Mental Health off-site costs.

40. Dental Services (Adult Facilities)

- A. CFMG will be responsible for providing emergency dental services to inmates at the Men's Jail for inmates at all adult facilities in accordance with CMA standards.
- B. The dental services will be provided on-site at the Men's Jail.
- C. Inmates requesting dental services will be prioritized and will be scheduled to see the dentist as soon as possible, as medically indicated.
- D. Medically necessary oral surgery that cannot safely be delayed until release from custody will be referred to outside specialists.

(Juvenile Facility)

- E. Medically necessary dental services for inmates will be provided in the community and paid for by CFMG.

41. Medical Records (Adult Facilities and Juvenile Facility)

- A. CFMG will be responsible for the maintenance of all medical records.
- B. The medical records will be the property of Stanislaus County.
- C. CFMG will be the custodian of the active and inactive medical records generated after CFMG began operations.
- D. CFMG will adhere to all laws relating to confidentiality of medical records.
- E. CFMG will maintain all records in accordance with Title 15, California Administrative Code, Section 1205 and CMA accreditation guidelines.
- F. Mental Health records will be maintained separately by Stanislaus County Mental Health for Juvenile Hall Services.
- G. CFMG will coordinate with Stanislaus County Mental Health to insure access to the medical records for both services. Stanislaus County mental Health will transfer all active mental health records of jail inmates to CFMG prior to October 1, 1994.

H. Pertinent medical information will be prepared to accompany all inmates when transferring to other detention/correctional facilities.

42. Medication Administration (Adult Facilities)

A. CFMG nursing staff will be responsible for administering medications at the Adult Facilities.

B. Medications will principally be administered on a BID regime.

C. PRN medications will principally be administered on a BID regime.

D. CFMG nursing staff will respond to requests for PRN medications at other times on an emergency basis as medically required.

E. All pharmaceuticals will be used, stored, inventoried, and administered in accordance with all applicable laws, guidelines, and policies and procedures.

43. Medication Administration (Juvenile Facility)

A. CFMG nursing staff will be available to administer medications four times per day.

44. Food Service Health Clearance (Adult Facilities and Juvenile Hall, if applicable)

A. Custody staff will provide a list to CFMG on a weekly basis of inmates that they wish to have work in the kitchen.

B. CFMG will perform a health clearance for each of these inmates and communicate with custody staff to let them know whether or not the inmate is cleared to work in the kitchen.

45. Medical Clearances for Inter-Facility Transfers (Adult Facilities if necessary)

A. Custody staff will request that inmates be medically cleared for transfer to the Honor Farm.

B. CFMG will examine inmates and make determinations concerning appropriateness of transfer based on medical considerations and in accordance with guidelines set forth in the policy and procedure manual relating to Inter-Facility Transfers.

46. Work Furlough Participants (Adult Facilities)

- A. CFMG will evaluate Work Furlough inmates who present urgent or emergency complaints and will provide emergency response, first aid treatment, and/or referral as appropriate.
  - B. CFMG will not be financially responsible for medical care provided for Work Furlough inmates in the community or for pharmaceuticals ordered by health providers in the community when such care is initiated by Work Furlough inmates while outside of the facilities.
47. Blood and Saliva Samples for Sex Offenders and Penal Code Section 7500 et. seq.
- A. CFMG will obtain blood and saliva samples from inmates in compliance with Penal Code Section 295 through 299.7 based upon custody request.
  - B. CFMG will obtain blood samples from inmates in compliance with Penal Code Section 7500 et. seq. The determination for such testing will be made by the Public Health Officer or as ordered by the Court.
48. Emergency First Aid (Adult Facilities and Juvenile Facility)
- A. CFMG shall respond and provide emergency first aid to county staff, visitors, Juvenile Court work alternative program detainees and Day Commitment Program detainees within the confines of County Center V or any adult detention facility.
49. Training (Adult Facilities and Juvenile Facility)
- A. CFMG will provide up to four hours of annual training for correctional officers concerning health care issues in the jail and juvenile hall.
50. Prosthesis (Adult Facilities and Juvenile Hall)
- A. Medical and dental prosthesis and corrective eyeglasses are provided when the health of the inmate would otherwise be adversely affected as directed by the responsible physician or dentist.
51. Statistical Reporting (Adult Facilities and Juvenile Facility)
- A. No later than the third Friday of the following month, CFMG shall submit to the County statistics and information on the month's activities as follows:
    - Number of:
      - a) inmates seen at sick call
      - b) inmates seen by dentist

- c) outpatient housing unit/sheltered living or hospital admissions and patient days
- d) transfers to an off-site hospital emergency room
- e) medical specialty referrals
- f) Health Inventory/Communicable Disease screening
- g) medications administered
- h) communicable disease summary
- i) annual Title 15 service audit
- j) inpatient bed days for mental health services

52. Other Administrative Requirements

- A. CFMG will be responsible for responding to inmate grievances concerning medical care.
- B. CFMG will be responsible for allowing medical personnel to testify concerning civil rights suits or any writs of habeas corpus filed by inmates. CFMG must also respond in writing to custody concerning any such writs of habeas corpus or federal civil rights suits.
- C. CFMG will comply with county requirements for completing Indigent Health Care eligibility forms at the levels performed by CFMG each quarter for as long as the Contract remains in effect.

53. Quality Assurance Program (Adult Facilities and Juvenile Facility)

- A. CFMG shall maintain a comprehensive Quality Assurance plan within 90 days of commencement of Contract.
- B. CFMG will provide County with a copy of overall Quality Assurance plan and any updates or revisions of same. Quality Assurance plan will be adopted with the mutual concurrence of CFMG and County.
- C. CFMG shall provide County upon request with statistical summaries of Quality Assurance activities.

54. Other Services

- A. CFMG agrees to provide the following services adhering to CMA and Title 15 guidelines; prenatal care, inmates in isolation services, safety cell services, monitoring inmates in restraints, delousing and scabies, monitoring of syringes and needles, preventative care and pharmaceutical reviews.

55. Special Medical Diets

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

56. Personnel Services

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

57. Policy and Procedure Manuals (Adult Facilities and Juvenile Facility)

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

58. Contract Performance Evaluation

- A. County has the right to require, in its sole discretion, an annual contract performance evaluation conducted by an independent consultant selected by County. CFMG shall pay the costs of said evaluation up to \$3,000 and County shall pay the balance, if any.

59. Staffing Pattern (minimum)

- A. The allocation of provider time between facilities and actual schedules may vary. Physician time may be substituted for FNP/PA time on a one hour for two-hour basis.



## EXHIBIT B

### STANISLAUS COUNTY STAFFING PATTERN ADULT AND JUVENILE FACILITIES

July 1, 2000

POSITION	S	M	T	W	T	F	S	HRS	FTE	FAC
R.N. Manager		7-3	7-3	7-3	7-3	7-3		40	1.0	All
R.N. Facility Coordinator		7-3	7-3	7-3	7-3	7-3		40	1.0	Main
R.N.	7-3						7-3	16	0.4	Main
L.V.N.	7-3	7-3	7-3	7-3	7-3	7-3	7-3	56	1.4	Main
Clerk/ C.N.A.		7-3	7-3	7-3	7-3	7-3		40	1.0	Main
R.N. Facility Coordinator		7-3	7-3	7-3	7-3	7-3		40	1.0	PSC
R.N.	7-3						7-3	16	0.4	PSC
Clerk/ C.N.A.		7-3	7-3	7-3	7-3	7-3		40	1.0	PSC
R.N. Facility Coordinator		7-3	7-3	7-3	7-3	7-3		40	1.0	HF
L.V.N.	7-3						7-3	16	0.4	HF
R.N.		7-3	7-3	7-3	7-3	7-3		40	1.0	PSC
R.N.	7-3	7-3	7-3	7-3	7-3	7-3	7-3	56	1.4	JH
R.N.	3-11	3-11	3-11	3-11	3-11	3-11	3-11	56	1.4	Main
L.V.N.	3-11	3-11	3-11	3-11	3-11	3-11	3-11	56	1.4	Main
R.N.	3-11	3-11	3-11	3-11	3-11	3-11	3-11	56	1.4	PSC
L.V.N.	6-10						6-10	8	0.2	PSC
L.V.N.	3-11	3-11	3-11	3-11	3-11	3-11	3-11	56	1.4	HF
L.V.N.	2-10	2-10	2-10	2-10	2-10	2-10	2-10	56	1.4	JH
R.N.	11-7	11-7	11-7	11-7	11-7	11-7	11-7	56	1.4	Main
L.V.N.	11-7	11-7	11-7	11-7	11-7	11-7	11-7	56	1.4	Main
L.V.N.	11-7	11-7	11-7	11-7	11-7	11-7	11-7	56	1.4	PSC
L.V.N.	3-7	3-7	3-7	3-7	3-7	3-7	3-7	28	0.7	PSC
L.V.N.	11-7	11-7	11-7	11-7	11-7	11-7	11-7	56	1.4	HF
Medical Director/ Physician	40 hours T B D							40	1.0	All, Adult
Psychiatrist	8 hours T B D							8	.20	All, Adult
Psychiatric RN	60 hours T B D							60	1.5	All Adult
Dentist	16 hours T B D							16	0.4	Main
Physician On-Call	24 hours a day, 7 days a week									All
Mental Health On-Call	24 hours a day, 7 days a week									All, Adult

Days	7-3
Evenings	2-10, 3-11, 6,10
Nights	3-7, 11-7

## EXHIBIT C

STANISLAUS COUNTY PROBATION DEPARTMENT

JUVENILE HALL MEDICAL EQUIPMENT INVENTORY

MAY 7, 1992

LOCATION	QUANTITY	DESCRIPTION
Examination Room	2	Hi-Intensity Examination Lamps
	2	Garbage Cans w/Step-on Opener
	2	Medical Scales
	2	Examination Tables
	2	Stools on Rollers
	1	Baumanometer
	1	Otoscope
	1	Percussion Hammer
	2	Cabinets on Rollers
	2	Stainless Steel Medical Dispenser Tray Holders
Nurse's Office	1	Desk w/Typewriter Throw
	1	Electric Typewriter
	1	Swivel Desk Chair w/Arms
	1	Side Chair
	1	File Cabinet - Four Drawer - Locking
	1	Bookcase - 60" x 36" - Wall Hung w/Locking
Doors	1	Refrigerator - 4.8 Cubic Foot
	1	Oxygen Madacylinder
	1	Microscope
	1	Metal Cabinet - 72" x 32"

Above equipment Purchased by Stanislaus County as Juvenile Hall Equipment

# EXHIBIT D

## Payment Reduction for Staffing

If vacancies exist for more than fourteen consecutive days, the following payment reduction schedule may be used by the County at its discretion. CFMG will be billed separately for these reductions. CFMG will notify if any such vacancies exist. The current compensation schedule for positions subject to this exhibit are as follows:

Position	Base
Administrator	\$262
Registered Nurse	\$214
Licensed Vocational Nurse	\$134
Clerk	\$104
Physician's Assistant	\$238
Physician	\$511
Dentist	\$487
Dental Assistant	\$104

If combined SF/OAK Overall & Medical Consumer CPI, as utilized in this agreement is less than four percent (4%), Formula 1 will be in effect.

**Formula 1**

$$\text{Base} + \{[(\text{SF/OAK Medical Consumer CPI} + \text{SF/OAK Overall CPI})/2] * \text{Base}\} = \text{New Contract Amount}$$

Example

Position	Year	Base	SF/OAK Medical Consumer CPI	SF/OAK Overall CPI	Average of the SF/OAK Medical and Overall CPI	New Contract Amount
Administrator	1996/97	\$230	2.80%	4.10%	3.45%	\$238
	1997/98	\$238	?	?	?	?

If combined SF/OAK Overall & Medical Consumer CPI, as utilized in this agreement, is more than four percent (4%), Formula 2 will be in effect.

**Formula 2**

$$\text{Base} + (\text{Base} * 4\%) = \text{New Contract Amount}$$

Example

Position	Year	Base	4%	New Contract Amount
Administrator	1996/97	\$230	4.00%	\$239
	1997/98	\$239	?	?

Note 1: Base amount equals previous contact amount plus seven percent (7%)

Note 2: Consumer Price Index (CPI) obtained from the United States Department of Labor, Bureau of Labor Statistics BLS online address - <http://stats.bls.gov/sp..anfrancisco/cpisanf.txt>

Note 3: All numbers rounded to the nearest dollar

# EXHIBIT E

## Payment Formula

If combined SF/OAK Overall & Medical Consumer CPI, as utilized in this agreement, is less than four percent (4%), Formula 1 will be in effect.

### Formula 1

Base +  $\{[(\text{SF/OAK Medical Consumer CPI} + \text{SF/OAK Overall CPI})/2] * \text{Base}\} = \text{New Contract Amount}$

Example

Year	Base	SF/OAK Medical Consumer CPI	SF/OAK Overall CPI	Average of the SF/OAK Medical and Overall CPI	New Contract Amount
1996/97	\$230	2.80%	4.10%	3.45%	\$238
1997/98	\$238	?	?	?	?

If combined SF/OAK Overall & Medical Consumer CPI, as utilized in this agreement, is more than four percent (4%), Formula 2 will be in effect.

### Formula 2

Base + (Base \* 4%) = New Contract Amount

Example

Year	Base	4%	New Contract Amount
1996/97	\$2,938,777	4.00%	\$3,056,328
1997/98	\$3,101,132	?	?

Note 1: Consumer Price Index (CPI) obtained from the United States Department of Labor, Bureau of Labor Statistics BLS online address - <http://stats.bls.gov/sp..anfrancisco/cpisanf.txt>

Note 2: The base amount (\$2,938,777) was taken from the previous contract.

Note 3: All numbers rounded to the nearest dollar.

Note 4: Base amount for 1997/98 contains \$44,804 additional expense for additional staffing.

# EXHIBIT F

## Per Diem Payments or Reductions

If combined SF/OAK Overall & Medical Consumer CPI, as utilized in this agreement, is less than four percent (4%), Formula 1 will be in effect.

### Formula 1

Base +  $\left[\frac{\text{SF/OAK Medical Consumer CPI} + \text{SF/OAK Overall CPI}}{2}\right] * \text{Base} = \text{New Contract Amount}$

Example

Year	Base	SF/OAK Medical Consumer CPI	SF/OAK Overall CPI	Average of the SF/OAK Medical and Overall CPI	New Contract Amount
1997/98	\$2	?	?	?	?

If combined SF/OAK Overall & Medical Consumer CPI, as utilized in this agreement, is more than four percent (4%), Formula 2 will be in effect.

### Formula 2

Base + (Base \* 4%) = New Contract Amount

Example

Year	Base	4%	New Contract Amount
1997/98	\$2	?	?

Note 1: Consumer Price Index (CPI) obtained from the United States Department of Labor, Bureau of Labor Statistics BLS online address - <http://stats.bls.gov/sp..anfrancisco/cpisanf.txt>

Note 2: For 1997/98 and onward the base amount of \$2.00 will be used and one of the afore mentioned formulas will be applied.