

**NAPA COUNTY AGREEMENT NO. 190201B
AMENDMENT NO. 3**

THIS AMENDMENT NO. 3 TO NAPA COUNTY AGREEMENT NO. 190201B is made and entered into as of this 1st day of May, 2025, by and between NAPA COUNTY, a political subdivision of the State of California, hereinafter referred to as "COUNTY", and CALIFORNIA FORENSIC MEDICAL GROUP, INC., doing business as "Wellpath Management, Inc," a California corporation, whose mailing address is 3911 Sorrento Valley Blvd., Ste, 130, San Diego, CA 92121, hereinafter referred to as "CONTRACTOR". COUNTY and CONTRACTOR may be referred to below collectively as "Parties" and individually as "Party."

RECITALS

WHEREAS, on December 18, 2018, COUNTY and CONTRACTOR entered into Agreement No. 190201B to provide specialized services, as authorized by Government Code Section 31000, in order to provide health care services to inmates in custody of the Napa County Department of Corrections and wards housed at the Juvenile Justice Facility; and

WHEREAS, on November 17, 2020, entered into Amendment No. 1 to Agreement No. 190201B to amend the Agreement to change the method of payment from quarterly to monthly; and

WHEREAS, on June 4, 2022, COUNTY and CONTRACTOR entered into Addendum No. 1 to Agreement No. 190201B to add COVID-19 Testing of Napa County Staff including employees from the Corrections Department, Probation Department, Juvenile Hall and employees of any other County Department who requires COVID-19 testing, subject to the same terms and conditions contained within the Original Agreement and as set forth below; and

WHEREAS, on October 18, 2022, COUNTY and CONTRACTOR entered into Amendment No. 2 to Agreement No. 190201B to increase the monthly payment by the amount of \$69,688 for inmate health services in order to attract and retain staff in the current competitive hiring environment commencing November 1, 2022; and

WHEREAS, COUNTY and CONTRACTOR now desire to enter into Amendment No. 3 to Agreement No. 190201B to increase the monthly payment by the amount of \$131,565.75 for inmate health services, adding 5.925 FTE medical staff commencing May 1, 2025, and to extend the term of the Agreement and increase the monthly payment by the amount of \$15,398 commencing on July 1, 2025.

TERMS

NOW, THEREFORE, for good and valuable consideration, the adequacy and receipt of which are hereby acknowledged, COUNTY and CONTRACTOR agree to amend the Agreement in accordance with the terms and conditions set forth herein:

1. Paragraph 1 is hereby amended to read in full as follows:

1. **Term of the Agreement.** The term of this Agreement shall commence on January 1, 2019 and shall expire on June 30, 2026, unless terminated earlier in accordance with Paragraphs 9 (Termination for Cause), 10 (Other Termination) or 23 (a) (Covenant of No Undisclosed Conflict); except that the obligations of the parties under Paragraphs 7 (Insurance) and 8 (Indemnification) shall continue in full force and effect after said expiration date or early termination in relation to acts or omissions occurring prior to such dates during the term of the Agreement, and the obligations of CONTRACTOR or COUNTY shall also continue after said expiration date or early termination in relation to the obligations prescribed by Paragraphs 15 (Confidentiality), 20 (Taxes) and 21 (Access to Records/Retention). The term of the Agreement shall be automatically renewed for one (1) additional year at the end of each fiscal year, under the terms and conditions then in effect, not to exceed one (1) additional year, unless either party gives the other party written notice of intention not to renew no less than thirty (30) days prior to the expiration of the then current term. For purposes of this Agreement, "fiscal year" shall mean the period commencing on July 1 and ending on June 30.
2. Paragraph 2, subsection (a) shall be amended to read in full as follows:

2. **Scope of Services.**
(a) Description of Services. CONTRACTOR shall provide COUNTY those services set forth in Exhibits "A-1" and "B", attached hereto, in addition to the RFP and CONTRACTOR's proposal, incorporated by reference herein.
3. Paragraph 3, subsection (a), subsection (c) and subsection (d) shall be amended to read in full as follows:

(a) Amount of Initial Base Fee. In consideration of CONTRACTOR's fulfillment of the promised work, COUNTY shall pay CONTRACTOR as the base fee a total of \$456,722 per month for services at the Napa County Department of Corrections Facility and \$74,239 per month for services at the Juvenile Justice Facility commencing May 1, 2025. Commencing July 1, 2025, COUNTY shall pay CONTRACTOR as the base fee a total of \$469,966.77 per month for services at the Napa County Department of Corrections Facility and \$76,391.41 for services at the Juvenile Justice Facility. Charges to COUNTY for staffing enhancements described in Exhibit A-1 shall be based on the rate agreed to by COUNTY and CONTRACTOR and will only be reimbursed if CONTRACTOR provides proposed staffing enhancements. The maximum payment and base fee for the initial term of this Agreement, and the successive maximum payment for each subsequent automatically renewed term, shall each be that maximum amount set forth above; provided, however, that such amounts shall not be construed as guaranteed sums, and compensation shall be based upon services actually rendered and reimbursable expenses actually incurred.

(c) Per Diem. In addition to the base fee, a per diem charge shall be payable by COUNTY on a quarterly basis, computed as follows: If the daily rate of the adult population should average more than 275 or fall below 195 in any calendar quarter during


the term of this Agreement then the compensation payable under this Agreement shall be increased for that quarter by a per diem rate of \$5.67.

(d) Annual adjustment of monthly base fee and per diem rate. Effective July 1, 2025 and each year thereafter, the base fee and per diem rate paid by COUNTY shall be increased by the Bureau of Labor Statistics Medical Care Subindex for the West Region for the month of February immediately preceding the fiscal year for which the adjustment will be effective.

4. On and after the effective date of this Amendment No. 3 of the Agreement, all references in the Agreement to Exhibit "A" shall mean Exhibit "A-1" attached to Amendment No. 3.
5. Except as provided above, the terms and conditions of this Agreement shall remain in full force and effect as originally approved.

IN WITNESS WHEREOF, this Amendment No. 3 to Agreement No. 190201B was executed by the parties hereto as of the date first above written.

CALIFORNIA FORENSIC MEDICAL GROUP, INC

Signed by:
By 
GRADY JUDSON ("JUDD") BAZZEL, M.D.,
President

"CONTRACTOR"

NAPA COUNTY, a political subdivision of the
State of California

By _____
ANNE COTTRELL, Chair
Board of Supervisors

"COUNTY"

APPROVED AS TO FORM Office of County Counsel By: <i>Corey S. Utsurogi</i> County Counsel Date: 3/24/25	APPROVED BY THE NAPA COUNTY BOARD OF SUPERVISORS Date: _____ Processed By: _____ _____ Deputy Clerk of the Board	ATTEST: NEHA HOSKINS Clerk of the Board of Supervisors By: _____
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EXHIBIT “A-1”

SCOPE OF WORK

I. DESCRIPTION OF SERVICES

All health care services, operational activities, and administrative/management practices performed by Contractor shall be carried out in conformance with California Medical Association Institute for Medical Quality Accreditation Standards for Health Services in Adult Detention Facilities, and with the California Code of Regulations Title 15, Minimum Standards for Local Detention Facilities. Contractor shall provide the following services.

1. Procedures Manual (Adult and Juvenile Facilities)
 - a. Contractor shall develop and maintain up-to-date, site specific written policies, procedures, protocols, and reference manuals in compliance with CMA-IMQ accreditation standards and CCR, Title 15.
 - b. Policies shall be provided to County for review as they are developed, revised, or updated.
 - c. Contractor shall review each policy, procedure, and program at least yearly with input from County staff and revise as necessary. The review process and any revisions should be presented at the first quarterly Quality Management Committee Meeting.
2. Responsibility for Health Care Services (Adult and Juvenile Facilities)
 - a. Contractor shall ensure the provision of emergency and basic health care services to all inmates/minors in custody.
 - b. Contractor shall be responsible for all inmates and wards from the time of medical clearance, physical placement, and booking into the correctional facilities.
 - c. Contractor shall have the responsibility for planning, implementation, and evaluation of health care delivered at the correctional facilities.
 - d. Contractor shall provide on-site primary adult care on a 24-hour, 7 days a week basis at the adult facility. Services shall be provided by qualified, licensed personnel as required.
 - e. Contractor's responsible physician or dentist has the sole responsibility to make decisions on medical and dental matters involving clinical judgements.
3. Quality Management Program/Health Service Audits (Adult and Juvenile Facilities)
 - a. Contractor shall implement a comprehensive Quality Management Plan adhering to CMA-IMQ guidelines, a copy of which will be available upon request.
 - b. Contractor shall assess the quality and adequacy of health and pharmaceutical services annually and provide an annual written report to the County.
 - c. Contractor shall submit to County a statistical report on monthly activities, by the 10th of each month, including but not limited to: cost of psychotropic medications, cost of all medications, number of sick calls, number of off-site

medical appointments, and number of inmates assigned to medical beds on the last day of the month.

- d. Contractor shall hold quarterly Quality Management Committee meetings consisting of Contractor and County staff to review health service activities and audits.

4. Health Care Staff Procedure (Adult and Juvenile Facilities)

- a. Contractor shall develop, train staff, and implement direct orders, protocols, and standardized procedures as necessary to provide medical and dental services.
- b. Treatment by qualified health trained personnel other than a physician or dentist will be performed pursuant to direct order written and signed by personnel authorized by law to give such orders. Verbal orders should be limited to situations where it is necessary, and Contractor shall have a physician signature within 72 hours of issuing the verbal order to be included in the record. All orders shall be recorded in the medical record.
- c. Procedures shall be in writing and reviewed and updated at least annually. Each document will bear the date of the most recent review or revision and signatures of the reviewers. A declaration paragraph at the beginning of the manual will outline the fact that the entire manual has been reviewed and approved and followed by the proper signatures.

5. Medical Records (Adult and Juvenile Facilities)

- a. Contractor shall be designated both the owner and the custodian of medical records for the Napa County Inmates. Contractor health care providers will maintain individual, complete and dated health records which shall include, but not be limited to:
 - The completed "Receiving Screening" form.
 - "Health Inventory/ Communicable Disease Screening" forms.
 - Problem list.
 - All findings, diagnosis, treatments, dispositions.
 - Prescribed medications and their administration.
 - Laboratory, x-ray, and diagnostic studies.
 - "Consent and Refusal" forms.
 - "Release of Information" forms.
 - Place and date of health encounters (time, when pertinent).
 - Health service reports (i.e., dental, psychiatric, and other consultations).
 - Hospital Discharge Summaries.
 - "Jail/Juvenile Justice Facility Medical Record Summaries" (transfer forms).
 - 96-hour Physicals (Juvenile Justice Facility).
 - Mental Health treatments.

- Dental treatments.
 - b. Medical records shall include separate medical and mental health sections.
 - c. Medical records shall be maintained in a secure, locked storage cabinets within the medical section. Access to medical records shall be limited to licensed health services providers and medical records personnel.
 - d. Inactive medical records shall remain confidential and protected from destruction for a minimum of seven (7) years. Wards' health records will be protected from destruction for seven (7) years past the age of majority. County will be responsible for storage and eventual destruction of inactive medical records. Contractor shall be responsible for notifying County when records are scheduled for destruction.
6. Management of Communicable Diseases (Adult and Juvenile Facilities)
- a. Communicable disease screening, continuing medical surveillance, case management and reporting shall be done pursuant to written procedures and guidelines established and approved by qualified Contractor representatives, County Director of Corrections, and County Chief Probation Officer in accordance with state and local regulations and accepted community standards and practices.
 - b. Inmates and wards shall be screened for communicable diseases during the initial booking process, 14-day Health Inventory/Communicable Disease Screening, 96- hour physicals (Juvenile Justice Facility), kitchen worker clearance, and sick call.
 - c. Kitchen and inmate work crew candidates shall be screened prior to work assignment.
 - d. Contractor shall provide Tuberculosis (TB) screening to all inmates within 14 days of admission. Contractor shall also conduct annual TB testing for applicable Corrections and Probation Department employees. Contractor shall provide labor, materials, and documentation of test results. County will provide PPD solution and maintain the record keeping.
 - e. Treatment and case management of inmates/wards identified as having or suspected of having a communicable disease will be individualized in accordance with direct medical provider orders or written protocols, standardized procedures and/or guidelines approved by the medical director contained within the Contractor's Bloodborne and Aerosol Transmissible Diseases (AID) Exposure Control Plans and Contractor policies related to contractor exposure to pathogenic organisms and HIV testing.
 - f. Contractor health services staff shall comply with the provisions of Title 17, California Code of Regulations (CCR) §2500, §2593, §2641.5-2643.20, and §2800-2812 Reportable Diseases and Conditions in reporting communicable diseases to the Napa County Health and Human Services Agency (HHS) Public Health Division.
 - g. Contractor health services staff shall report reportable communicable

diseases to the Health and Human Services Agency in accordance with the state's reporting requirements for communicable diseases, or within one working day.

- h. Contractor shall work with County Public Health Division in the event of a communicable disease outbreak that may require mass prophylaxis of staff or inmates/wards. County Public Health Division will assist in identifying infected or exposed persons and will provide recommendations for further testing or treatment of those individuals. County Public Health Division will also provide recommendations to limit further exposures/spread. In the event that inmates/wards require medications that are not available in the Contractor formulary, County Public Health Division will assist in identifying a source from which the medication can be procured. If prophylactic vaccination is indicated and to the extent that County Public Health Division has an adequate supply of the vaccine and available staff, Public Health will assist Contractor with vaccination of affected inmates/wards.
7. Medical Receiving Screening/Health Appraisals (Adult and Juvenile Facilities)
- a. When asked by booking personnel, Contractor will respond to conduct pre-arrest screening on arrestees who show obvious signs of injury, unusual behavior, signs of chemical or alcohol dependency, signs of mental health conditions, or individuals who have just returned from the hospital.
 - b. Initial screenings of inmates and wards at intake will be performed by trained Correctional Officers or Juvenile Justice Facility staff. The screening form is completed at the booking area prior to the arresting police officer being released. Admission to the Jail or Hall is dependent upon a clearance for injury or medical problems. Contractor shall provide guidance to County on what should be included in the screening process.
 - c. Contractor shall respond to referrals from initial screenings and requests for assessment, examination, and evaluation. Contractor's health services staff shall have the authority to make final decisions for accepting or not accepting inmates/wards into custody prior to outside evaluation and treatment, based upon mutually agreeable medical criteria.
 - d. If Medical or Mental Health conditions could be a factor in an inmate or ward's housing and handling requirements after booking, Contractor shall make recommendations to custody staff regarding housing and handling requirements and shall provide follow-up care as applicable.
 - e. Contractor shall complete a complete gender specific health inventory and communicable disease screening on all inmates within fourteen (14) days of arrival. (Adult Facility)
 - f. Contractor shall complete a full physical examination for the purpose of health maintenance within six months of the date of incarceration. The components of the physical examination shall be determined by the

responsible physician. (Adult Facility)

- g. Contractor shall complete a complete appraisal including medical and mental health histories, physical examination, and laboratory and diagnostic tests on each ward to be performed in four stages (Juvenile Facility):
 - 1. First stage: Initial health screening performed immediately upon admission to the facility.
 - 2. Second Stage: Health history and examination completed within 96 hours of admission.
 - 3. Third Stage: Laboratory/diagnostic testing.
 - 4. Fourth Stage: Completion of the immunization status of the ward.
- 8. Sick Call (Adult and Juvenile Facilities)
 - a. Contractor shall include provisions for nursing sick call to be held seven days a week at the jail and Juvenile Justice Facility. Physician sick call shall be provided at a minimum of three days a week at the Jail and one day at a week at the Juvenile Justice Facility. The County will provide adequate security staff to escort inmates/wards to the clinic for required health care services.
 - b. Sick call shall be conducted by an RN operating under standardized procedures, or a physician.
 - c. Triage shall be performed daily on inmate/ward request.
 - d. Sick call shall be conducted in designated areas of the clinics or housing units, in as much privacy as security concerns allow.
 - e. Inmates/wards shall be scheduled to be seen at sick call as soon as possible, as medically indicated, but no longer than the third sick call after request.
 - f. All inmate contacts and written requests for health care treatment shall be documented and kept confidential.
 - g. Contractor and County agree to create a system that requires all written requests for medical services be routed directly to Contractor and make computer entries regarding medical requests non-specific. The new system shall allow inmates to sign up for triage on their own, thus protecting patient confidentiality and minimizing the County's liability should there be complaints that County blocked access to care.
- 9. Chemical Dependency (Adult Facility)
 - a. Inmates booked into the Napa County Jail who are intoxicated will be placed in sobering cells and monitored by Contractor medical and County custody staff in accordance with established written policies and procedures approved by the medical director and the facility commander and in accordance with Title 15 and IMQ/CMA Standards. Inmates shall be evaluated on an individual basis by Contractor medical staff to determine the need for medically supported detoxification during incarceration.
 - b. The clinical management of chemically dependent inmates shall include

diagnosis of chemical dependency by Contractor's physician or qualified health services staff.

- c. An individual treatment plan shall be developed and implemented by Contractor, and a referral for community resources shall be given upon release when appropriate.
- d. Contractor shall be responsible for arranging for and providing methadone maintenance for opiate-addicted pregnant female inmates when medically indicated.

10. Chemical Dependency (Juvenile Facility)

- a. Wards exhibiting signs of drug or alcohol withdrawal shall be evaluated by Contractor health services staff. During the times health services staff are not on-site and County staff suspect a ward is experiencing withdrawal symptoms, County should transport the ward to a local emergency facility.
- b. The clinical management of chemically dependent wards shall include diagnosis of chemical dependency by Contractor's physician or qualified health services staff.
- c. An individual treatment plan shall be developed and implemented by Contractor, and a referral for community resources shall be given upon release when appropriate, and as requested by County staff.

11. Dental Care (Adult and Juvenile Facilities)

- a. Contractor shall perform dental screening as part of the 14-day health assessment and 96-hour physical (for wards).
- b. Contractor shall provide a fixed schedule with a minimum of 8 hours bi-weekly for dental services as well as on-call emergency services at the NCDC facility. To the greatest extent possible, dental services shall be provided in the dental office at the Jail.
- c. Services shall include emergency and palliative care.
- d. Dental care to wards in Juvenile Justice Facility will be provided off-site by a local dentist.
- e. Inmates/wards requesting dental services shall be prioritized by Contractor medical staff and scheduled to see the dentist as soon as possible, as medically indicated, but no longer than three (3) weeks from request.
- f. Elective dental care will be provided to inmates only when in the opinion of the dentist/medical director, it would prevent the deterioration of the inmate's well-being. Contractor shall comply with the Title 15 recommendations regarding the dental care offered to pregnant inmates.

12. Pharmaceutical Management (Adult and Juvenile Facilities)

- a. Contractor shall be responsible for storing, controlling, dispensing, distributing, and administering all prescribed drugs.
- b. All pharmaceuticals shall be used, stored, inventoried, administered

and distributed in accordance with all applicable laws, guidelines, policy and procedure, and accepted community standards.

- c. Medications shall be distributed by Contractor medical staff at twice-daily medication rounds to the housing units. Medications that require administration more frequently shall be administered as ordered.
- d. Contractor will document the administration of medications according to Title 15 requirements and current community standards.

13. Therapeutic Diets (Adult and Juvenile Facilities)

- a. Contractor shall adhere to the standards outlined in Title 15, Section 1240-1249 of the California Administrative Code in regard to therapeutic diets. Contractor shall coordinate for the provision of special diets with the County's food service coordinator.

14. Basic Training for Correctional Personnel (Adult & Juvenile Facilities)

- a. Contractor shall provide Standards and Training for Corrections (STC) certified training courses concerning medical issues in correctional facilities as needed at each site. Such training shall be jointly developed and scheduled at mutual convenience and may include subjects such as symptoms and signs of withdrawal, suicide prevention, seizures, diabetes, and the like.
- b. Contractor shall provide training for new County staff as part of their orientation process and at other times as requested by the Department of Corrections / Probation Department management staff.

15. Emergency Services (Adult & Juvenile Facilities)

- a. The Contractor's on-site medical health services staff will respond immediately with the appropriate equipment to assess the patient's condition and determine the course of treatment.
- b. The Contractor will provide 24-hour on-call coverage by a responsible physician and psychiatrist. Additionally, the Contractor will provide for 24-hour back-up emergency medical, dental, psychiatric and mental health services. There must be a Registered Nurse available Twenty-four (24) hours a day for NCDC.
- c. Contractor shall be the primary providers of emergency services. Hospital emergency services will be available through Queen of the Valley Medical Center or other appropriate health care facilities. No referrals will be made to any facility without the approval of the Contractor's medical director or on-call medical personnel (with the exception of life-threatening emergencies).
- d. Contractor nurses will have the discretion to use local ambulance service for emergency transportation of inmates to the hospital emergency room as necessary. Transportation shall be coordinated with the Duty Sergeant or designee to insure escort security.

- e. In all facility emergency situations, NCDC, Juvenile Justice, and Sheriff Office (County) personnel will act as first responders until Contractor staff arrive onsite. Contractor staff shall go to the site prior to the movement of the injured or ill party at the discretion of County personnel, once the area has been deemed safe and secure. Contractor shall provide emergency assistance to staff and/or citizens who are on-site at the time of illness or injury until emergency responders arrive.

16. Off-Site Services - (Adult & Juvenile Facilities)

- a. The Contractor shall utilize to the extent possible, the six beds, located within the NCDC facility in order to prevent unnecessary use of hospitalization and security resources. All inmate patients housed in the outpatient housing unit shall be within sight or sound of a health trained (CPR and first aid) staff person at all times and shall be under the supervision of a registered nurse.
- b. Inmate/wards requiring constant skilled nursing services and/or acute hospital services such as critical and intensive care/monitoring and general surgery shall be transferred to the Queen of the Valley Medical Center or other appropriate health care facilities. No referrals will be made to any facility without the approval of the Contractor's medical director or on-call medical personnel (with the exception of life-threatening emergencies).
- c. Contractor and County will coordinate to facilitate Medi-Cal County Inmate Program (MCIP) eligibility of inmates and payment for Medi-Cal covered services. Contractor shall provide County and/or designated third-party billing contractor with all documentation that may be required by the Department of Health Care Services (DHCS) with respect to County's participation in the MCIP.
- d. Contractor shall notify County of any inmate who may have a hospital stay longer than 24 hours. Contractor shall provide all necessary information in its medical files, in any exist, as may be needed to secure Medi-Cal County Inmate Program coverage and reimbursement.
- e. Contractor will assume all costs for inmates/wards (excluding security and those costs covered through County's participation in the Medi-Cal County Inmate Program) from time of booking, medical clearance and physical placement of an inmate into the jail or juvenile facility. Contractor's liability will be limited by a catastrophic limitation of \$25,000 for inmates and \$15,000 for wards for each medical/surgical and/or psychiatric hospitalization.
- f. Contractor's medical director will be the liaison with hospital medical staff to transfer inmates/wards back to custody or the special housing unit as soon as is medically feasible.
- g. Contractor shall be responsible for coordinating and scheduling off-site medical and dental services for inmates which are requested by inmates and

- are elective in nature, and for which inmates will be financially responsible.
- h. Contractor shall have arrangements with off-site hospitals and specialists for required care.
- i. Contractor shall not refer or be responsible for elective procedures that can safely be provided when an inmate is released from custody.
- j. Contractor shall not be responsible for the costs of services that are ordered by the courts that in the judgment of Contractor are identified under "i" of this section.

17. Laboratory, X-ray, Pharmaceuticals, Medical Supplies, Equipment, and Medical Record Supplies - (Adult & Juvenile Facilities)

- a. Contractor shall be responsible for the purchase and provision of required pharmaceuticals, medical supplies and medical record supplies.
- b. Contractor shall be responsible for purchasing required laboratory and x-ray services.
- c. Contractor shall be fully liable for all equipment brought into the Jail or Juvenile facilities. County is not responsible for any damages to equipment.

18. Ancillary Services - (Adult & Juvenile Facilities)

- a. Contractor shall be responsible to provide on-site pharmacy, laboratory, radiological and detoxification services using current community standards in the treatment and follow-up of patients.
- b. Contractor shall provide Preventative Medicine/ Communicable Disease (CD) Services, using current community standards in the treatment of CD (e.g., TB, GC, protocols/treatment guidelines as identified in the most recent Public Health Inspection).
- c. Contractor shall provide health education for inmates on an individual basis.
- d. Court-ordered sampling of body fluids shall be done at Queen of the Valley Medical Center or other appropriate facility. Arrangements will be coordinated by NCDC or Juvenile Justice staff to clearly separate health care delivery and custody roles and responsibilities.
- e. Statutory DNA collections shall be conducted by County or designee. Evidence related DNA for a current trial or DNA collections required pursuant to

Proposition 69, wherein an inmate has refused to comply, will not be completed by Contractor. These procedures will be referred to County for completion.

NCDC or Juvenile Justice staff will complete coordination for movement.

- f. Contractor shall provide special equipment to include wheelchairs, gurneys, and other equipment necessary to provide services.

19. Other Administrative Requirements (Adult & Juvenile Facilities)

- a. Contractor shall be responsible for responding to inmate/ward grievances concerning medical care.
- b. Contractor shall be responsible for allowing medical personnel to testify concerning any writs of habeas corpus filed by inmates. Contractor must also respond in writing to custody concerning any such writs of habeas corpus.
- c. Contractor will cooperate with and respond to administrative inquiries by the respective facility managers or County's contract monitor.
- d. Contractors shall be responsible for responding to requests for medical records.
- e. Contractor shall be responsible for allowing medical personnel to testify, if appropriate, concerning any subpoenas issued for inmate medical records.

20. Emergency First Aid (Adult & Juvenile Facilities)

- a. Contractor shall respond and provide emergency first aid to County staff and/or visitors within the confines of the detention facilities.

21. Food Handlers (Adult & Juvenile Facilities)

- a. County Custody staff will provide lists to Contractor of inmates/wards that they wish to have work in the facilities' kitchens.
- b. Contractor shall provide an assessment and evaluation for each of these inmates/wards and communicate with County Custody staff regarding clearance to work in food service.

22. Use of Safety Cell (Adult & Juvenile Facilities)

- a. Contractor's staff shall monitor the health status of inmates placed in safety cells and restraint chairs in accordance with CCR Title 15 regulations and CMA-IMQ guidelines.

23. Medical Transportation (Adult & Juvenile Facilities)

- a. County shall provide non-emergency medical transportation as required and ordered by Contractor's medical staff.
- b. Contractor is responsible for determining the need for and paying for emergency medical transportation.

24. Health Care Staff Qualification, Development and Training {Adult & Juvenile Facilities)

- a. Contractor shall maintain verification of licenses, certifications, and credentials. Contractor shall ensure that all personnel function only within their scope of practice and that they have the education, training, and experience applicable to the services they provide.
- b. County retains the right to deny access to an employee of Contractor at either

correctional facility. Contractor agrees to work with the County to provide mutually agreeable replacement staff should this occur.

- c. Contractor staff development shall, at a minimum, include an orientation program, skills and competencies assessment and training, protocol and standardized procedures training, and an annual in-service training plan.

25. Other Services (Adult & Juvenile Facilities)

- a. Contractor shall provide the following services, adhering to CMA-IMQ standards and CCR Title 15 guidelines:

- Vermin Control
- Informed Consent
- Inmate/Ward Deaths
- First Aid Kits
- Support Services
- Decision Making - Special Needs
- Transfer of Inmates with Acute Illnesses
- Access to Diagnostic Services
- Notification of Next of Kin
- Disaster Plan
- Job Descriptions
- Medications Administration Training
- Inmate Workers
- Outpatient Medical Housing
- Suicide Prevention
- Health Care Philosophy
- Reproductive Services
- Continuity of Care
- Monitoring Inmates in Segregation
- Health Promotion and Disease prevention
- Prosthesis/Assistive Devices
- Health Care Maintenance
- Transfer of Health Records and Information
- Collection of Forensic Evidence
- Medical Research

26. Hours and Personnel (Adult & Juvenile Facilities)

- a. Contractor shall maintain a staffing pattern, hours, and availability to supply adequate staff and other resources necessary to provide all inmates and ward medical and dental services in accordance with the Agreement. Should Contractor experience vacant positions or staff absenteeism, necessary staffing levels and availability shall be maintained through the use of employee

overtime or employee substitution. Employees filling in for vacant positions or absences shall be at an equal or higher level of licensure and shall be competent to perform all aspects of the assignment. Agreed upon hours and availability may be modified by mutual written consent of Contractor and County Director of Corrections or Chief Probation Officer.

- b. Medical Director. Contractor shall have a medical director who shall be responsible to monitor the quality of health care provided under the Agreement and who shall supervise the practice of nurse practitioners or other ancillary personnel, should such personnel be utilized by Contractor under the Agreement. Contractor shall designate an alternate person to discharge such responsibilities in the temporary absence of the Medical Director.
- c. Time and attendance accountability. Contractor shall be responsible for time and attendance accountability and provide appropriate records to County upon reasonable demand.
- d. Identification badges. All of Contractor's personnel providing services or otherwise granted access to County premises under the Agreement shall visibly wear identification badges issued by County.

27. Mental Health Services (Adult and Juvenile Facilities)

- a. Contractor shall provide a minimum of ten hours per week on-site coverage by a psychiatrist or telepsychiatrist in addition to 24-hour on-call availability in the Jail. A psychiatrist with child psychiatrist experience shall provide coverage at least one day a week at the Juvenile Justice Facility and provide 24-hour on-call availability. Contractor shall ensure continuity of care, if needed, between the minor's treating psychiatrist and the Contractor's psychiatrist.
- b. Mental health counseling services will be provided by Napa County Health and Human Services Agency (HHSA).
- c. Contractor may allow newly admitted inmates or wards to continue on prescribed psychotropic medications prior to an on-site evaluation by contractor's psychiatrist.
- d. Napa County Health and Human Services Agency (HHSA) shall be responsible for all safety cell clearances. Contractor shall not be responsible for any safety cell clearances.

28. CFMG Staffing Plan

STAFFING MATRIX									
JAIL									
Title	Mon	Tue	Wed	Thu	Fri	Sat	Sun	Hrs/WK	FTE
Days									
HSA	8	8	8	8	8			40	1.00
DON/CHARGE NURSE/DISCHARGE PLANNER (New, Effective 5/1/25)	8	8	8	8	8			40	1.00
AA/MA	8	8	8	8	8			40	1.00
LVN	12	12	12	12	12	12	12	84	2.10
RN	12	12	12	12	12	12	12	84	2.10
Intake RN	12	12	12	12	12	12	12	84	2.10
Dentist							4	4	0.10
Registered Dental Assistant							4	4	0.10
Physician (includes 24x7 on call)	1.5	1.5	1.5	1.5	1.5	2.5	2	12	0.30
Mid-level PHYSICAIN ASST		8		8				16	0.40
PSYCHIATRIST	10							10	0.25
TOTAL HOURS/FTE-Days								418	10.45
Nights									
RN	12	12	12	12	12	12	12	84	2.10
Intake RN	12	12	12	12	12	12	12	84	2.10
LVN	12	12	12	12	12	12	12	84	2.10
TOTAL HOURS/FTE-Nights								252	6.30
JAIL TOTAL								670	16.75

STAFFING MATRIX									
JUVENILE HALL									
Title	Mon	Tue	Wed	Thu	Fri	Sat	Sun	Hrs/WK	FTE
Days									
RN (New, Effective 5/1/25)	12	12	12	12	12	12	12	84	2.10
AA (New, Effective 5/1/25)	4	4	4	4	4			20	0.50
PSYCHIATRIST (New, Effective 5/1/25)		5						5	0.125
JUVENILE HALL TOTAL								109	2.725

JAIL AND JUVENILE HALL TOTAL	779	19.475
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29. Staff Enhancements Effective May 1, 2025.

The following table summarized the FTE changes and annual cost impact by Contractor's position.

Position	Shift	FTE Change	Hours Change	Annual
Director of Nursing/ Charge Nurse/ Discharge Planner	Days	1.00	40	\$231,172
Mid-Level	Days	0.40	16	\$116,946
Intake Registered Nurse	Days	0.70	28	\$165,085
Intake Registered Nurse	Nights	2.10	84	\$635,143
Registered Nurse (Juvenile)	Days	1.10	44	\$283,542
Administrative Assistant (Juvenile)	Days	0.50	20	\$44,195
Psychiatrist (Juvenile)	Days	0.125	5	\$102,706
TOTALS		5.925	237	\$1,578,789

	Annual Cost
Current Compensation	\$4,792,735
Staffing Enhancements – 5.925 FTEs	\$1,578,789
Revised Total Compensation	\$6,371,524
<i>Revised Jail Compensation through 6/30/2025</i>	<i>\$5,480,662</i>
<i>Revised Juvenile Hall Compensation through 6/30/2025</i>	<i>\$890,862</i>