

**SECOND AMENDMENT TO CORRECTIONAL MEDICAL SERVICES  
CONTRACT 8705  
AT VENTURA COUNTY, CALIFORNIA  
(Effective December 10, 2024)**

This Second Amendment to the Contract for Correctional Medical Services, effective December 10, 2024 (this "Amendment"), to the Contract for Correctional Medical Services dated July 1, 2022 (the "Contract"), is by and between the COUNTY OF VENTURA, a political subdivision of the State of California (the "County"), and CALIFORNIA FORENSIC MEDICAL GROUP, INCORPORATED, a California corporation (the "Contractor"), (each, a "Party," and collectively, the "Parties").

**WHEREAS**, the Parties desire to readjust staffing and update language as necessary for the provision of medical and mental health services to the Sheriff's Office Pre-Trial Detention Facility and Todd Road Jail,

**WHEREAS**, the Parties desire to add 1.0 Compliance Coordinator Full Time Equivalent (FTE) positions for the provision of medical services at the Main Jail and Todd Road;

**WHEREAS**, the Parties desire to add 1.0 Facility Coordinator position for the provision of medical services at the Todd Road Jail;

**WHEREAS**, the Parties desire to add 1.0 Mid-Level Provider position for the provision of medical services at the Main Jail and Todd Road Jail;

**WHEREAS**, the Parties desire to add 1.0 Certified Nursing Assistant position for the provision of medical services at the Main Jail;

**WHEREAS**, the Parties desire to add 2.4 Licensed Psychiatric Technician positions for the provision of medical services at the Main Jail and Todd Road Jail;

**WHEREAS**, the Parties desire to add .30 Registered Nurse position for the provision of medical services at the Main Jail;

**WHEREAS**, the Parties desire to add 8.4 Licensed Vocational Nurse positions for the provision of medical services at the Main Jail and Todd Road Jail;

**WHEREAS**, the Parties desire to add .15 Psychiatrist position for the provision of medical services at the Main Jail and Todd Road Jail;

**WHEREAS**, the Parties desire to increase compensation for such additional staffing hours due to Contractor for a total not-to-exceed amount of \$20,879,365 for year 3;

**WHEREAS**, the County requires the Contractor's National Commission of Correctional Health Care (NCCCHC) accreditation specialists to be on-site at least once per year for the duration of the contract.

**NOW, THEREFORE**, in consideration of the mutual covenants herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. **RECITALS.** The Parties hereto incorporate the foregoing recitals as a material portion of this Amendment.
2. **AMENDMENT TO EXHIBIT A, SECTION D, DETOXIFICATION SERVICES.** The Contract shall be amended by striking the current language and replacing it with:  
Provision of all required detoxification services. Arrestees who are under the influence of alcohol or drugs are placed in the protective environment of the sobering cell and will be under close observation by custody and health services staff. Detoxification from alcohol, when performed in this facility, will be done under medical supervision in accordance with direct orders from the responsible medical provider using approved protocols/standardized procedures.
3. **AMENDMENT TO EXHIBIT A, SECTION G, MORAL RECONATION THERAPY (MRT).** Remove and save for future use.
4. **AMENDMENT TO EXHIBIT A, SECTION L PHARMACEUTICALS** – Contractor shall be responsible for ordering, payment, and proper control and distribution of all pharmaceuticals. In addition, Contractor shall establish a pharmaceutical committee. The committee shall consist of the medical director, supervision R.N. and pharmacist and shall establish standards in compliance with state and federal law and regulations and shall ensure compliance. A County Health Officer or his/her designee shall review and approve Contractor's pharmaceutical management plan and procedures annually. Pharmacy services shall be consistent with State and Federal regulations, monitored by a licensed, qualified pharmacist. All new policy and procedures and revisions will be reviewed and approved by County Health Officer or his/her designee of a licensed pharmacist. An annual inventory report shall be submitted to the Administrative Captain each year of the contract thereafter. Contractor shall administer medications to inmates using a system that includes tracking, accountability, and ease of transporting and providing the medications. Contractor shall also be available to meet and confer with the county on an alternative system and upon the request of the County, Contractor shall promptly transition to the alternative system. County understands and agrees that implementation of an alternative system may require additional staffing and costs and may require structural modification of jail facilities. County further understands and agrees that an alternative system may require state licensure prior to initiation of operations, and that obtaining such licensure can take an extended period of time. If County requests implementation of an alternative system, the Parties shall meet and negotiate in good faith the amendment of the Agreement to account for the factors described above. Contractor understands and agrees that it shall work diligently and make its best reasonable effort to implement the alternative system as quickly as possible upon the amendment of the Agreement.

1. Contractor shall not be responsible for AIDS / HIV pharmaceutical costs in excess of an aggregate cap of \$30,000 (thirty thousand dollars) per year ending on June 30<sup>th</sup>. Should AIDS / HIV pharmaceutical costs exceed this aggregate cap, the Sheriff's Office shall be responsible for these pharmaceutical costs in excess of this aggregate cap.
  2. Contractor shall not be responsible for Hepatitis C pharmaceutical costs in excess of an aggregate cap of \$30,000 (thirty thousand dollars) per year ending on June 30<sup>th</sup>. Should Hepatitis C pharmaceutical costs exceed this aggregate cap, the Sheriff's Office shall be responsible for these pharmaceutical costs in excess of this aggregate cap.
  3. In reference to paragraphs 1 and 2 above, Contractor and County will only be responsible for costs of dispensed medication. County WILL NOT be responsible for the purchase of stock medication.
- 5. AMENDMENT TO EXHIBIT A, SECTION M, HOSPITALIZATION.** The Contract shall be amended by adding the following:

3. Contractor shall only be responsible for any individual inmate's medical/surgical inpatient stay, while patient is in legal custody of the Sheriff Office Jail. Commencement of Contractor liability shall occur after the completion of the booking process including medical clearance, and physical placement of the inmate into the jail facilities. Contractor liability shall end upon inmate release from custody. If an inmate is released from custody while an inpatient, Contractor will be responsible for medical/surgical inpatient stay costs up to the cap in section M 1 only for those inpatient days while inmate is in custody.
4. Contractor may subcontract with other providers to the extent that VCMC is unable to provide services under this paragraph.

Should Contractor subcontract with another provider for emergent inmate health care services, including hospitalization, long term care facility, congregate care facility or any other inpatient services not enumerated here, said services shall be paid in accordance with Senate Bill 159 as outlined in Penal Code section 4011.10, effective January 2006, which provides for a rate equal to 110% of the hospital's actual costs according to the most recent Hospital Annual Financial Data report issued by the Office of Statewide Health Planning and Development, as calculated using a cost-to-charge ratio.

## **6. MEDICAL ENROLLMENT OF INMATES**

- g. Contractor shall remit reimbursement for the 85% savings in the form of a check to the County no later than 45 days after the reconciliation has been submitted to them by the County. Refer to section GG – Compensation for additional details of

reimbursement.

**7. AMENDMENT TO EXHIBIT A, SECTION Q, QUALITY ASSURANCE.** The Contract shall be amended by adding paragraph #2.

2. Upon receiving full accreditation from the National Commission on Correctional Health Care (NCCHC), County shall renegotiate, amend, or modify any contract it has in place with a third party for the audit and oversight of medical care. County agrees that the third party contracted for the audit and oversight of medical care shall be limited to an annual audit at the Contractors expense.

**8. AMENDMENT TO EXHIBIT A, SECTION GG, COMPENSATION.** The Contract shall be amended by striking the current language and replacing it with:

In consideration for the medical, mental health, and dental services to be performed by Contractor during the period December 10, 2024, through June 30, 2025, County agrees to pay Contractor, subject to funding approval, base compensation of \$1,813,312.82 monthly, payable at the beginning of each month, for a total not to exceed amount of \$20,879,365 for the period of July 1, 2024, through June 30, 2025.

Contractor shall be paid within 30 days upon receipt by the Sheriff's Office of a valid itemized invoice.

In addition, County will pay Contractor \$4.33 per day for each "excess inmate" for an average daily inmate population (ADP) in excess of 1,628 inmates computed on a calendar quarterly average. Contractor shall pay the Sheriff's Office \$4.33 per day per inmate when the ADP is below 1,628 inmates during each calendar quarter. These per diem amounts will be aggregated on a quarterly basis and billed separately by Contractor. This amount is to be approved by the Detention Services Administrative Captain and Contractors in writing.

For each subsequent year ending June 30, thereafter through the term of this Contract, including extensions, the base compensation and per diem amount will be adjusted effective July 1 of each year by applying the percentage change in the Consumer Price Index – All Urban Consumers, Medical care, for the Los Angeles-Long Beach-Anaheim, CA region. The change in this index will be measured as of February each year versus February of the previous year. If the All-Urban Consumers, Medical care, for the Los Angeles-Long Beach-Anaheim, CA region is not available, then the All-Urban Consumers, Medical Care for the West Urban Region will be used in its place. The maximum annual increase in the base compensation and per diem amount is 4.5% for years four (4) and five (5).

Changes in contractual provisions or services to be furnished under the contract may be made only in writing and must be approved.

Any other compensation adjustments shall be made in accordance with the Staffing Plan outlined in Exhibit B and Performance Metrics outlined in Exhibit D. If the County does not assess a penalty on any occasion(s) pursuant to the standards set forth in Exhibits B and D, it does not waive its right or ability to assess penalties in the future.

County and Contractor agree that for all items and/or services covered by Medi-Cal and paid pursuant to MCIP, Contractor will reimburse the County for 85% of the savings/reduced liability realized from the County's Participation in MCIP up to \$17,500. Contractor retains the remaining 15% of savings to cover its administrative costs related to participating in the MCIP.

**9. AMENDMENT TO EXHIBIT A, SECTION JJ, NCCHC CERTIFIED HEALTH CARE PROFESSIONALS.** The Contract shall be amended by striking the current language and replacing it with:

Contractor shall ensure that the Health Services Administrator, Assistant Health Services Administrator, Director, Director of Nursing, Mental Health Coordinator, Facility Manager(s), with two years employment with Contractor and the Compliance Coordinator will be certified as Certified Health Care Professionals through NCCHC within 18 months of assuming those positions.

Contractor shall ensure that the Health Services Administrator, Assistant Health Services Administrator, Director of Nursing, Mental Health Coordinator, Facility Manager(s), with two years employment with Contractor and the Compliance Coordinator attend at least one NCCHC Conference annually.

**10. AMENDMENT TO EXHIBIT A, KK. MEDICATION-ASSISTED TREATMENT (MAT).** The Contract shall be amended by striking the current language and replacing it with:

Contractor shall provide MAT services and shall provide continuation of Medication Assisted Treatment for qualified patients. At the Sheriff's Office's discretion only, the Sheriff's office may provide a one-time use of up to \$300,000.00 dollars for the purchase of Medications for Opioid Use Disorder treatment, subject to availability of funds. Payments shall not be made when funds are not available and/or if Sheriff's Office chooses to withhold funds.

**11. AMENDMENT TO EXHIBIT A, SECTION NN, DIALYSIS.** The Contract shall be amended by striking the current language and replacing it with:

Contractor shall be responsible for dialysis treatments to adult inmates in the JAIL that require dialysis treatment. Contractor shall provide on-site dialysis in order to minimize transportation and custody costs. Contractor shall have a contract in place to provide on-site dialysis no later than December 10, 2024. Should Contractor fail to meet the December 10, 2024, deadline, a penalty will be imposed to cover all off-site cost of deputies' salary and benefits along with vehicle costs which will be assessed against the Contractor. County shall receive a credit for such penalty on the following month's invoice.

Should Contractor enter into a contract for the provision of on-site dialysis, and subsequently cancel, or cause to be cancelled, the contract, Contractor will immediately cover all off-site cost of deputies' salary and benefits along with vehicle costs until a new on-site dialysis contract is in place. Additionally, if third party contractor fails to staff on-site dialysis, Contractor will immediately cover all off-site cost of deputies' salary and benefits along with vehicle costs until a new on-site dialysis contract is in place.

**12. AMENDMENT TO EXHIBIT B.** Exhibit B to the Contract is deleted and replaced with the attached amended exhibit. This Exhibit shall be marked and denoted with the following reference: "Amended Staffing Plan."

**13. ADDITION OF EXHIBIT E.** Exhibit E will be added and denoted with the following reference: "Definitions."

**14. SEVERABILITY.** If any terms or provisions of this Amendment or the application thereof to any person or circumstance shall to any extent be invalid or unenforceable, the remainder of this Amendment or the application of such term or provision to person or circumstances other than those as to which it is held invalid or unenforceable shall not be affected thereby and each term and provision of this Amendment shall be valid and enforceable to the fullest extent permitted by law.

**15. DEFINITIONS.** Capitalized terms used but not defined herein shall have the meaning ascribed to them under the Contract.

**16. REMAINING PROVISIONS.** The remaining provisions of the Contract not amended by this Amendment shall remain in full force and effect.

**SIGNATURE PAGE FOLLOWS**

**IN WITNESS WHEREOF**, the Parties have caused this Amendment to be executed in their names or their official acts by their respective representatives, each of whom is duly authorized to execute the same.

**AGREED TO AND ACCEPTED AS STATED ABOVE.**

**COUNTY OF VENTURA**

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

**CONTRACTOR, SIGNATURE 1\***

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
77-0005793

Tax Identification Number

\_\_\_\_\_  
1230306

Secretary of State Entity Number

**CONTRACTOR, SIGNATURE 2\***

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\* If a corporation, this Contract must be signed by two specific corporate officers.

The first signature must be either the (1) Chief Executive Officer, (2) Chairman of the Board, (3) President, or any (4) Vice President. The second signature must be the (a) Secretary, an (b) Assistant Secretary, the (c) Chief Financial Officer, or any (d) Assistant Treasurer.

In the alternative, a single corporate signature is acceptable when accompanied by a corporate resolution demonstrating the legal authority of the signature to bind the company.

**Exhibit B  
Amended Staffing Plan**

**1. Contractor's Staffing**

Contractor may, at Contractor's own expense, employ such staff as Contractor deems necessary to perform the services required of Contractor by this Contract. Contractor is bound by the staffing plan submitted by Contractor as part of the bidding process and must maintain the staffing outlined therein, unless County agrees to a change in writing and with appropriate compensation or credit. If County pays for a position in the Staffing Plan that is allocated for a program that is not in place at the commencement of this Contract, County shall receive a credit for such payment on the following invoice.

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. Additional Staffing - Request by County**

County may request additional staffing for limited periods of time. If County requests additional staffing that Contractor does not believe is needed or necessary, Contractor shall provide a written notice as to why Contractor deems additional staff unnecessary. If County then notifies Contractor in writing that it will pay an additional sum for such staffing, Contractor shall provide additional staffing at the cost negotiated by the Parties.

**3. Additional Staffing - Request by Contractor**

If the Contractor believes it is necessary to add more staffing on a long term or permanent basis the Contractor shall meet with County to discuss amending the matrixes, or adding matrixes for increased staffing, including additional Licensed Vocational Nurses and RNs. Any such amendments must be done in writing and approved by the County pursuant to this Contract.

**4. Work Post**

Work Post descriptions (defining the duties, responsibilities, job descriptions, shift, and location) for all assignments is to be clearly posted at the facility in an area that is open to all Contractor staff, but not to inmates. Contractor shall review and update the Work Post every six months. Reviewed and approved copies of each Work Post, with the date, must be provided to the Medical Captain and the Detention Services Administrative Captain on February 1st and July 1st of each year. Copies of any Work Post changes must be immediately provided to the Medical Captain.

**5. Shift Coverage and Daily Attendance Record**



Copies of staffing schedules, which include all health care staff, are to be posted in designated areas and submitted to the Medical Captain on a daily basis. Actual shift coverage must be verified by the Medical Captain or designee by facility, signed by the supervisor of each shift, and submitted daily to the Medical Captain.

**6. Credit for Inadequate Coverage.**

Any Work Post left vacant, in whole or in part of any shift, will result in a credit to the County equal to the Contractor's cost of that position, had the Work Post been staffed (salary plus benefits of the individual assigned to that Work Post for the hours the post is vacant). If a management or administrative staff member fills in to cover an operational position in lieu of fulfilling their normal work schedule, Contractor shall credit the County for the administrative position for the hours covering the operational position (e.g., Facility Coordinator covering pill call). If a management or administrative staff member fills in to cover an operational position and still fulfills their normal work schedule, Contractor shall not be subject to any penalty or required to provide a credit to the County. Contractor shall provide a summary of hours worked for each Work Post to the County no later than the 10<sup>th</sup> of the month after the month worked (i.e., due February 10<sup>th</sup> for January term). Contractor shall provide work post credits to the County on their monthly invoice no later than one billing cycle (i.e., credit on March billing for January term). In addition, Contractor shall be liable for penalties pursuant to the terms of the Contract.

**7. Penalty for Inadequate Staffing**

The facility must be fully staffed for the number of inmates in custody in accordance with the staffing matrices attached, factoring in any special circumstances at any given time such, as high rates of illness. In addition to any other relief and or cause action, the County shall be entitled to a penalty if there is inadequate staffing for any Work Post(s). A Work Post is considered staffed when a qualified individual is present at the facility performing all duties of the position. In the case of the "on call" physician the position is adequately staffed when a qualified physician is immediately reachable by phone and available to come to the facility if needed. Contractor shall pay a penalty for each Work Post that is not adequately staffed.

Any time a Work Post is not adequately staffed for more than two shifts in a 24-hour period or two shifts on consecutive days, County may assess a penalty amount of up to \$1,000.00 per day, per Work Post position(s) for the inadequately staffed shift position(s). If the County does not assess a penalty on any occasion(s) it does not waive its right or ability to assess penalties in the future.

**8. Platform for Staff Input**

Contractor shall have a process or avenue for its nursing and medical staff to provide input regarding staffing and the level of patient care being provided.

**9. Contractor's Supervision and Control of Staff**

County may not control, direct, or supervise Contractor's or employees in the performance of those services.

**10. The County's Emergency Control of Contractor's Staff**

During emergency or exigent circumstances, supervisory staff of County shall have authority to provide non-medical direction to employees to ensure the safety of the staff, inmates, and facility. This authority will only extend to Contractor's staff while present at County jail facilities.

**11. Contractor's Staffing Plan – Adult Facilities**

(on following pages)

Ventura County Main Jail									
Day Shift									
POSITION	Mon	Tue	Wed	Thu	Fri	Sat	Sun	Hrs/WK	FTE
Facility Coordinator	8	8	8	8	8			40	1.000
Director of Nursing	8	8	8	8	8			40	1.000
Physician	8	8	8	8	8			40	1.000
Mid-Level (FNP)	8	8	8	8	8			40	1.000
Administrative Assistant-Utilization Management	8	8	8	8	8			40	1.000
Medical Records Clerk	8	8	8	8	8	8	8	56	1.400
Dentist				8	8			16	0.400
Dental Assistant				8	8			16	0.400
Dental Hygienist			8					8	0.200
Lab Coordinator	8	8	8	8	8			40	1.000
Pharmacy Coordinator	8	8	8	8	8			40	1.000
MAT Coordinator	8	8	8	8	8			40	1.000
SUD Counselor	8	8	8	8	8			40	1.000
Mental Health Coordinator	8	8	8	8	8			40	1.000
MHP	36	36	36	24	24	12	12	180	4.500
Psych FNP	8	8	8	8	8			40	1.000
Discharge Planner	8	8	8	8	8			40	1.000
RN (booking)	24	24	24	24	24	24	24	168	4.200
RN (H&P)		10	10	10	10			40	1.000
LVN (med pass)	24	24	24	24	24	24	24	168	4.200
LVN (resource)	12	12	12	12	12	12	12	84	2.100
LVN (COWS/CIWA)	12	12	12	12	12	12	12	84	2.100
<b>Total Hours/FTE - Day</b>								<b>1,300</b>	<b>33</b>
Night Shift									
POSITION	Mon	Tue	Wed	Thu	Fri	Sat	Sun	Hrs/WK	FTE
RN (intake)	24	24	24	24	24	24	24	168	4.200
RN (mid shift intake)	12	12	12	12	12	12	12	84	2.100
RN (float)	12	12	12	12	12	12		72	1.800
LVN (med pass)	24	24	24	24	24	24	24	168	4.200
LVN (resource)	12	12	12	12	12	12	12	84	2.100
LVN (COWS/CIWA)	12	12	12	12	12	12	12	84	2.100
MHP		12	12	12			12	48	1.200
LPT - MH	12				12	12	12	48	1.200
<b>Total Hours/FTE - Night</b>								<b>756</b>	<b>18.90</b>
Weekly Total									
<b>TOTAL HOURS/FTE - WEEKLY</b>								<b>2,056</b>	<b>51.40</b>

Ventura County Todd Road									
Day Shift									
POSITION	Mon	Tue	Wed	Thu	Fri	Sat	Sun	Hrs/WK	FTE
Health Services Administrator	8	8	8	8	8			40	1.000
Assistant Health Services Administrator	8	8	8	8	8			40	1.000
Facility Coordinator	8	8	8	8	8			40	1.000
Site Medical Director	8	8	8	8	8			40	1.000
Physician	8	8	8	8	8			40	1.000
Mid-Level (FNP)	8	8	16	16	16	8	8	80	2.000
Administrative Assistant-Payroll	8	8	8	8	8			40	1.000
Medical Records Clerk	8	8	8	8	8			40	1.000
Dentist			8	8				16	0.400
Dental Assistant			8	8				16	0.400
Dental Hygienist	8							8	0.200
Discharge Planner	8	8	8	8	8			40	1.000
Psychiatrist/Telepsychiatrist	10	10	10	10	20			60	1.500
MHP	24	34	46	22	22			148	3.700
LPT - MH	12	12		12	12			48	1.200
RN (SH)	12	12	12	12	12	12	12	84	2.100
RN (Facility)	12	12	12	12	12	12	12	84	2.100
LVN (med pass)	24	24	24	24	24	24	24	168	4.200
LVN (Facility)	12	12	12	12	12	12	12	84	2.100
Certified Nursing Assistant	8	8	8	8	8			40	1.000
Compliance Coordinator	10	10	10	10				40	1.000
<b>Total Hours/FTE - Day</b>								<b>1,196</b>	<b>29.9</b>
Night Shift									
POSITION	Mon	Tue	Wed	Thu	Fri	Sat	Sun	Hrs/WK	FTE
RN (SH)	12	12	12	12	12	12	12	84	2.100
RN (Facility)	12	12	12	12	12	12	12	84	2.100
LVN (med pass)	24	24	24	24	24	24	24	168	4.200
LVN (Facility)	12	12	12	12	12	12	12	84	2.100
Certified Nursing Assistant	8	8	8	8	8			40	1.000
<b>Total Hours/FTE - Night</b>								<b>460</b>	<b>11.5</b>
Weekly Total									
<b>TOTAL HOURS/FTE - WEEKLY</b>								<b>1,656</b>	<b>41.40</b>
<b>TOTAL Combined</b>								<b>3,712</b>	<b>93</b>

## **Exhibit E**

### **DEFINITIONS**

**Client Incarcerated Person** – An Incarcerated Person held under the jurisdiction of the Client. Client Incarcerated Person may be housed in the Jail or in another jurisdiction's correctional facility. However, Client Incarcerated Person housed in another jurisdiction are not covered by the provisions of this Agreement unless Company administers health care services at the other jurisdiction's facility and is specifically set forth below.

**Contract Year** – The initial, and any successive, twelve (12) month period beginning with the effective date of the Agreement.

**Covered Persons** – An Incarcerated Person of the Jail who is: (1) part of the Jail's MADP; and (2) Fit for Confinement; and (3)(a) incarcerated in the Jail; or (b) on work release status. NOTE: Covered Persons include Other Client Incarcerated Person for purposes of delivery of basic health care services, however, the cost of certain services provided to Other Client Incarcerated Person are borne by the Client. Contractor may, as needed, be responsible for the arrangement or coordination of off-site, specialty or hospitalization services provided to Other County Incarcerated Person but shall not be financially responsible for such.

**Dispensed Medication** – Dispensed medication is medication that Contractor's pharmacy vendor has processed, prepared, packaged, and labeled for a patient to take. It can also include selecting and labeling prepackaged medications that a physician or advanced practice nurse orders for a patient to self-administer.

**Fit for Confinement** – A determination made by a Company authorized registered nurse or provider that an arrestee or transferred Other County Incarcerated Person is medically stable and has been medically cleared for acceptance into the County Jail facilities. Such determination shall only be made after resolution of any injury or illness requiring immediate transportation and treatment at a hospital or similar facility.

**Health Assessment** – A health assessment conducted by a qualified nurse or Provider, with the consent of a Covered Person, within fourteen (14) days of the Covered Person's booking into the facility.

**Health Care Staff** – Medical, mental health and support staff provided or managed by Contractor.

**Hospitalization** – Admission of a Covered Person to a licensed health care facility for inpatient treatment, when such admission is based on the referral of Contractor provider staff and pursuant to Contractor's medical treatment of such Inmate. Hospitalization does not include admission of a Covered Person, arrestee or Other County Inmate to a licensed health care facility pursuant to an injury or health condition that was caused or exacerbated solely due to the acts or omissions of the County or Sheriff's Office.

**Incarcerated Person** – An adult or juvenile individual who is being incarcerated for the term of their adjudicated sentence or an adult or juvenile individual whose sentence has not yet been adjudicated and is held as a pre-trial detainee or other individual held in the lawful custody of the County.

**Laws** – Any applicable federal, state, or local statutes, codes, ordinances, regulations or court rules and orders.

**Licensed Independent Practitioner** – An advanced level healthcare professional such as a Nurse Practitioner, Physician Assistant, or Clinical Nurse Specialist.

**Long term care**- Admission of a Covered Person to a health facility which provides acute, sub-acute, rehabilitation, congregate care or supportive healthcare services, including but not limited to assisted living facilities, nursing homes, congregate care facilities, independent living facilities, or memory care facilities. Long term care also includes any of the aforementioned services provided to a Covered Person in a home-based setting.

**Medical Record** – A record of the care and treatment provided to a Covered Person which is generated or housed at the Facility and does not include materials, documents, or records which are subject to an evidentiary privilege, designated or considered Patient Safety Work Product, or otherwise deemed confidential pursuant to the Federal Patient Safety and Quality Improvement Act of 2005, 42 USC 299b-22.

**Medication** - substance taken into (or applied to) the body for the purpose of prevention, treatment, relief of symptoms, or cure.

**Monthly Average Daily Population (MADP)** – The average number of Inmates/Detainees housed in the Jail on a daily basis for the period of one month. The MADP shall include, but separately list, Other Client Inmates/Detainees. The MADP shall be figured by summing the daily population for the Jail and Other Client Inmates/Detainees (as determined by a count performed at the same time each day) for each day of the month and dividing this sum by the total number of days in the month. Jail records shall be made available to Company upon request to verify the MADP. Persons on home confinement, housed outside of the Jail, and parolees and escapees shall not be considered part of the Jail's MADP.

**NCCHC** – The National Commission on Correctional Health Care.

**Other Client Incarcerated Person** – An Incarcerated Person under the jurisdiction of another county, city, state or federal agency, who is being housed in the County Jail Facilities.

**Provider** - A physician or Licensed Independent Practitioner employed by or contracted with Contractor providing services under this Agreement.

Receiving Screening - A health screening conducted, with the consent of a Covered Person, after the Covered Person is booked into the County Jail Facilities by County personnel.

Specialty Services – Medical services that require Providers to be trained and/or certified in a specialty such as obstetrics, gynecology, or dermatology or other specialized field of medicine, excluding services that are otherwise provided for in this Agreement.

Stock Medication - Stock medication means medication that is not labeled for, or intended for, use by a specific patient when it leaves the pharmacy, but is intended to be stored and ultimately administered by a licensed health care professional in accordance with applicable laws and regulations.

Utilization Management – Care management services provided by the Company or an affiliate, which includes prior-authorization, concurrent review, retrospective review, denials and claims reconsideration.