



## **BOARD OF SUPERVISORS**

Dwight Ceresola, Vice Chair 1<sup>st</sup> District

Kevin Goss, Chair 2<sup>nd</sup> District

Sharon Thrall, 3<sup>rd</sup> District

Greg Hagwood, 4<sup>th</sup> District

Jeff Engel, 5<sup>th</sup> District

### **AGENDA FOR SPECIAL MEETING OF JUNE 28, 2022 TO BE HELD AT 10:00 A.M.**

**IN THE BOARD OF SUPERVISORS ROOM 308, COURTHOUSE, QUINCY, CALIFORNIA**

[www.countyofplumas.com](http://www.countyofplumas.com)

### **AGENDA**

**The Board of Supervisors welcomes you to its meetings which are regularly held on the first three Tuesdays of each month, and your interest is encouraged and appreciated.**

**Any item without a specified time on the agenda may be taken up at any time and in any order. Any member of the public may contact the Clerk of the Board before the meeting to request that any item be addressed as early in the day as possible, and the Board will attempt to accommodate such requests.**

**Any person desiring to address the Board shall first secure permission of the presiding officer. For noticed public hearings, speaker cards are provided so that individuals can bring to the attention of the presiding officer their desire to speak on a particular agenda item.**

**Any public comments made during a regular Board meeting will be recorded. The Clerk will not interpret any public comments for inclusion in the written public record. Members of the public may submit their comments in writing to be included in the public record.**

**CONSENT AGENDA:** These matters include routine financial and administrative actions. All items on the consent calendar will be voted on at some time during the meeting under "Consent Agenda." If you wish to have an item removed from the Consent Agenda, you may do so by addressing the Chairperson.



**REASONABLE ACCOMMODATIONS:** In compliance with the Americans with Disabilities Act, if you need special assistance to participate in this meeting please contact the Clerk of the Board at (530) 283-6170. Notification 72 hours prior to the meeting will enable the County to make reasonable arrangements to ensure accessibility. Auxiliary aids and services are available for people with disabilities.

## **STANDING ORDERS**

Due to the Coronavirus disease (COVID-19) Public Health Emergency, dated March 16, 2020, the County of Plumas is making several changes related to Board of Supervisors meetings to protect the public's health and prevent the disease from spreading locally.

Plumas County Health Officer Recommendation Regarding Teleconferencing, issued on September 30, 2021, recommends local legislative bodies, such as commission, committees, boards, and council, hold public meetings with teleconferencing as authorized by Government Code section 54953 (e).

Pursuant to Government Code section 54953 (e) and to maintain the orderly conduct of the meeting, the County of Plumas members of the Board of Supervisors may attend the meeting via teleconference or phone conference and participate in the meeting to the same extent as if they were physically present. Due to Government Code section 54953(e), the Boardroom will be open to the public but subject to social distancing requirements, which limit the number of people that may enter to 25% of room capacity. Those that wish to attend the Board meeting, may be required to wear a face covering, if ordered by the local Public Health Officer order. The public may participate as follows:

### **Live Stream of Meeting**

Members of the public who wish to watch the meeting, are encouraged to view it [LIVE ONLINE](#)

### **ZOOM Participation**

The Plumas County Board of Supervisors meeting is accessible for public comment via live streaming at: <https://zoom.us/j/94875867850?pwd=SGISeGpLVG9wQWtRSnNUM25mczlvZz09> or by phone at: Phone Number 1-669-900-9128; Meeting ID: 948 7586 7850. Passcode: 261352

### **Public Comment Opportunity/Written Comment**

Members of the public may submit written comments on any matter within the Board's subject matter jurisdiction, regardless of whether the matter is on the agenda for Board consideration or action. Comments will be entered into the administrative record of the meeting.

Members of the public are strongly encouraged to submit their comments on agenda and non-agenda items using e-mail address [Public@countyofplumas.com](mailto:Public@countyofplumas.com)

10:00 A.M. **CALL TO ORDER/ROLL CALL**

**PLEDGE OF ALLEGIANCE**

**ADDITIONS TO OR DELETIONS FROM THE AGENDA**

### **PUBLIC COMMENT OPPORTUNITY**

Matters under the jurisdiction of the Board, and listed on this notice of special meeting may be addressed by the general public at the beginning of the special agenda. Any member of the public wishing to address the Board during the "Public Comment" period will be limited to a maximum of 3 minutes

## ACTION AGENDA

### **1. CONSENT AGENDA**

These items are expected to be routine and non-controversial. The Board of Supervisors will act upon them at one time without discussion. Any Board members, staff member or interested party may request that an item be removed from the consent agenda for discussion. Additional budget appropriations and/or allocations from reserves will require a four/fifths roll call vote.

#### **A. BOARD OF SUPERVISORS**

Approve and Ratify Chair approval of County letter of opposition to newly amended Senate Bill 443, as submitted to the Assembly Health Committee. [View Item](#)

#### **B. PUBLIC HEALTH**

- 1) Approve and authorize the Chair to sign Agreement between Plumas County Public Health and the University of California Davis Heath, to provide HIV specialty services; not to exceed \$10,400.00; approved as to form by County Counsel. [View Item](#)
- 2) Approve and authorize the Chair to sign Memorandum of Understanding between Plumas County Public Health and Feather River Community College District (FRC) to provide FRC students with access to health care services; not to exceed \$15,000.00; approved as to form by County Counsel. [View Item](#)

#### **C. SHERIFF**

- 1) Approve and authorize the Chair to sign Agreement between Plumas County Sheriff's Office and North Fork Medicine, a California General Partnership; to provide medical services to Jail Inmates as required by law; not to exceed \$93,000.00; approved as to form by County Counsel. [View Item](#)
- 2) Approve and authorize the Chair to sign Agreement between Plumas County Sheriff's Office and Dale Harris DDS, to provide dental services to Jail Inmates as required by law; not to exceed \$60,000.00 approved as to form by County Counsel. [View Item](#)
- 3) Approve and authorize the Chair to sign Agreement between Plumas County Sheriff's Office and May Nursing Services, to provide medical services to jail inmates as required by law; not to exceed \$413,000.00; approved as to form by County Counsel. [View Item](#)
- 4) Approve and authorize the Chair to sign Agreement between Plumas County Sheriff's Office and Joseph Schad D.O., to provide Medical Director services over North Fork Medical and May Nursing services for Jail Inmates as required by law; not to exceed \$162,000.00; approved as to form by County Counsel. [View Item](#)
- 5) Approve and authorize the Chair to sign Agreement between Plumas County Sheriff's Office and Contract Pharmacy Services; to provide pharmaceutical services to the Correctional Facility inmates as required by law; not to exceed \$100,000.00; approved as to form by County Counsel. [View Item](#)

### **SPECIAL DISTRICTS GOVERNED BY BOARD OF SUPERVISORS**

The Board of Supervisors sits as the Governing Board for various special districts in Plumas County including Dixie Valley Community Services District; Walker Ranch Community Services District; Plumas County Flood Control and Water Conservation District; Beckwourth County Service Area, Quincy Lighting District; and Crescent Mills Lighting District

### **Convene as the Beckwourth County Service Area Governing Board**

#### **2. BECKWOURTH COUNTY SERVICE AREA – John Mannle**

- A. Authorize no contract payment of invoice totaling \$2,143.29 to Jet Plumbing; for Emergency Repair of BCSA Sewer Pump; discussion and possible action. [View Item](#)

**Adjourn as the Beckwourth County Service Area Governing Board and reconvene as the Board of Supervisors**

**3. DEPARTMENTAL MATTERS**

**A. AUDITOR/ CONTROLLER** – Martee Graham

- 1) Adopt **RESOLUTION** adopting Proposition 4 Appropriation Limits (GANN limit) for Plumas County, Quincy Lighting District, CSA #11 (Ambulance) and Beckwourth CSA for FY 2022-2023; approved as to form by County Counsel; discussion and possible action. **Roll call vote** [View Item](#)
- 2) Report and update on the FY 2021-2022 budget; discussion, possible action and/ or direction to staff. [View Item](#)
- 3) Adopt **RESOLUTION** to adopt the Recommended Budget for Plumas County and the Dependent Special Districts therein for Fiscal Year 2022-2023, in Accordance with Government Code §29064. **Roll call vote**

**B. CHILD SUPPORT SERVICES** – Michelle Blackford

Authorize the Director of Child Support Services to recruit and fill, funded and allocated; 1.0 FTE Child Support Assistant position; vacancy due to resignation; discussion and possible action. [View Item](#)

**4. BOARD OF SUPERVISORS**

- A. Indian Valley CSD Insurance report and update.
- B. Appoint Debbie Cassol to the Greenville Cemetery District Board, to form a quorum; discussion and possible action.
- C. Correspondence
- D. Weekly report by Board members of meetings attended, key topics, project updates, standing committees and appointed Boards and Associations

**5. CLOSED SESSION**

**ANNOUNCE ITEMS TO BE DISCUSSED IN CLOSED SESSION**

- A. Conference with real property negotiator, regarding facilities: Sierra House, 529 Bell Lane, Quincy, APN 117-021-000-000
- B. Conference with real property negotiator, regarding courthouse facilities: Greenville Sub Station, 115 Crescent St., APN 110120047000
- C. Conference with Legal Counsel: Pending litigation pursuant to Subdivision (d) (2) of Government Code §54956.9 (County of Butte and County of Plumas v. Department of Water Resources and State Water Contractors, Inc., Court of Appeal, Third Appellate District, Case No. C071785)
- D. Conference with Legal Counsel: Existing litigation pursuant to Subdivision (d) (1) of Government Code §54956.9 – Central Delta Water Agency, et al. v. Department of Water Resources, Third District Court of Appeals, Case No. C078249, C080572, and C086215
- E. Conference with Legal Counsel: Initiating litigation pursuant to Subdivision (c) of Government Code Section 54956.9 (1 Case)
- F. Conference with Legal Counsel: Existing litigation pursuant to Subdivision (d) (1) of Government Code Section §54956.9 Feather River Action! et al. v. County of Plumas, et al., Plumas County Superior Court, Case No. CV 22-00037

G. Conference with Labor Negotiator regarding employee negotiations: Sheriff's Administrative Unit; Sheriff's Department Employees Association; Operating Engineers Local #3; Confidential Employees Unit; Probation; Unrepresented Employees and Appointed Department Heads

**REPORT OF ACTION IN CLOSED SESSION (IF APPLICABLE)**

**ADJOURNMENT**

Adjourn meeting to Tuesday, July 5, 2022, Board of Supervisors Room 308, Courthouse, Quincy, California



## BOARD OF SUPERVISORS

DWIGHT CERESOLA, DISTRICT 1  
KEVIN GOSS, DISTRICT 2  
SHARON THRALL, DISTRICT 3  
GREG HAGWOOD, DISTRICT 4  
JEFF ENGEL, DISTRICT 5

June 22, 2022

The Honorable Jim Wood, Chair  
Assembly Health Committee  
1020 N Street, Room 390  
Sacramento CA 95814

RE: Senate Bill 443 (Hertzberg) EMS Dispatch Services  
As Amended – **OPPOSE**  
Set for Hearing on June 28, 2019 – Assembly Health Committee

Dear Assembly Member Wood,

The County of Plumas strongly opposes Senate Bill 443, authored by Senator Hertzberg. The author and sponsors assert this measure is intended to clarify the intent of SB 438 (Hertzberg, Chapter 389, Statutes of 2019), the subject of which was the operation of public safety answering points (PSAPs), including 9-1-1 Emergency Medical Services (EMS) dispatch centers. During negotiations on SB 438, county organizations including the California State Association of Counties (CSAC), Urban Counties of California (UCC), Rural County representatives of California (RCRC), and the County Health Executives Association of California (CHEAC) were assured that the measure was not intended to undermine local emergency medical services agency (LEMSA) medical control.

SB 443 seeks to undermine and circumvent litigation that has affirmed county control over their local emergency medical services systems. SB 443 proposes to abrogate, the California Supreme Court, in the case of *County of San Bernardino v. City of San Bernardino* (1997 15.Cal [15.cal], 4th 909). SB 443 also seeks to abrogate other court cases filed on the basis of medical control and .201 rights including cases between the *City of Oxnard v. County of Ventura* and *S. San Joaquin County Fire Authority, et.al [et.al], v. San Joaquin EMS Agency, et.al [et.al]*. Again, neither case seeks to clarify the intent of SB 438, which was about the dispatch of EMS services. Rather, both court cases ruled against cities and fire districts attempting to undermine LEMSA medical control through their so-called ".201 rights."

The EMS system of today that provides equitable access and delivery of high-quality care is the intentional result of the implementation of the Emergency Medical Services System and the Prehospital Emergency Medical Care Personnel Act (EMS Act). The EMS Act created a comprehensive two-tiered system governing virtually every aspect of prehospital emergency medical services. The Legislature's desire to achieve coordination and integration in place of what had previously been a haphazard and inequitable arrangement is evident throughout the EMS Act.

At the state level, the Emergency Medical Services Authority (EMSA) performs a number of different functions relating to the coordination of EMS throughout the state. The second tier of governance under the EMS Act is occupied by the LEMSA. The LEMSA is the neutral agent of the county charged with planning, implementing, and evaluating an emergency medical services system "consisting of an organized pattern of readiness and response services based on public and private agreements and operational procedures" (§ 1797.204).

Chapter 5 of the EMS Act provides that "The medical direction and management of an emergency medical services system shall be under the medical control of the medical director of the local EMS agency. This medical control shall be maintained in accordance with standards for medical control established by the authority [i.e., the state authority]." Moreover, Section 1797.220 of the EMS Act is clear that "The local EMS agency, using state minimum standards, shall establish policies and procedures approved by the medical director of the local EMS agency to assure medical control of the EMS system." When challenged, the courts have consistently affirmed that medical control is broad and expansive, encompassing matters directly related to regulating the quality of emergency medical services.

SB 443 would permit local municipal agencies to act outside of the medical control of the LEMSA medical director in the response and delivery of prehospital emergency care. Cities and districts would have the ability to separate themselves from the county's organized EMS system and its oversight, thereby impeding the county's ability to assure the coordination, integration, and availability of services countywide. Rural and / or lower income areas of the county could consequently experience reduced or limited services. Accordingly, SB 443 is antithetical to the equitable provision of emergency medical care for all people. SB 443 would also risk patient safety as it would remove the LEMSA medical director's authority to provide impartial medical direction and oversight, which assures a patient-centric system. LEMSA medical directors are highly qualified and experienced EMS physicians, who are tasked to oversee EMS systems of care. In practical terms, this bill makes it possible for a public safety agency to administratively determine whether or not to operate within the clinical system of care.

SB443 is an attempt to broadly erode the authority of EMSA and the LEMSAs, with specific intent to weaken the ability of the county's physician EMS medical director to maintain medical control and to ensure standardization of the EMS system. The organized EMS system established under the EMS Act provides for coordination, integration, equity, and evidence-based practice in the delivery of high-quality emergency medical services. The result will likely be widespread fragmentation of the organized, efficient, and effective EMS system of today and reversion to the disjointed state that existed prior to the implementation of the EMS Act.

It is for these reasons that the County of Plumas strongly opposes SB 443 and respectfully urges your 'NO' vote on the measure.

If you should have any questions, please contact Board Chair, Kevin Goss, and Supervisor District 2

Sincerely,



Cc: Honorable Members, Senate Health Committee



## CONSENT AGENDA REQUEST

For the June 28, 2022 meeting of the Plumas County Board of Supervisors

June 17, 2022

To: Honorable Board of Supervisors

From: Dana Loomis, Director of Public Health 

Subject: Approve and direct the Chair to sign a contract with the University of California, Davis Health (University) provide HIV specialty services in the amount of \$10,400.00.

### Background:

Plumas County Public Health Agency has served as fiscal and administrative agent for clients with HIV in the Mountain Counties region of Lassen, Modoc, Plumas, Sierra, and Siskiyou counties.

This contract with the University is for them to provide HIV specialty services for these clients. The University utilizes Dr. David Asmuth, MD to provide outpatient/ambulatory health services for clients at both the Lassen and Plumas County clinic sites.

This contract runs from July 1, 2022, through June 30, 2023.

The attached contract has been reviewed and approved as to form by County Counsel.

### Fiscal Impact:

There is no fiscal impact to the General Fund as this contract is fully funded through various programs in Public Health.

### Recommendation:

The Director of Public Health respectfully recommends that the Board of Supervisors approve and direct the Chair to sign a contract with University of California, Davis Health (University) provide HIV specialty services in the amount of \$10,400.00.

PARTC2223UCD

**SERVICES AGREEMENT**

This Services Agreement ("Agreement") is made by and between The Regents of the University of California, a corporation described in California Constitution Article IX, Section 9, acting for and on behalf of University of California, Davis Health ("UNIVERSITY"), and Plumas County Public Health Agency, ("COUNTY"). UNIVERSITY and COUNTY are referred to individually as a "Party" and collectively as the "Parties".

WHEREAS, COUNTY desires that UNIVERSITY provide professional medical services in the field of HIV specialty services (Services) for clients with HIV in the Mountain Counties region of Lassen, Modoc, Plumas, Sierra and Siskiyou counties; and,

WHEREAS, UNIVERSITY is fully qualified and desires to provide such services to COUNTY;

WHEREAS, UNIVERSITY has determined that the provision of such services shall not adversely affect the conduct of UNIVERSITY activities; and

WHEREAS, UNIVERSITY has determined that furnishing of services requested by COUNTY is consistent with one or more of UNIVERSITY's missions.

THEREFORE, the Parties agree to the terms and conditions contained herein.

**TERMS AND CONDITIONS**

**1. SCOPE OF SERVICES**

During the term of this Agreement, UNIVERSITY shall render services in accordance with the Scope of Work and Budget attached hereto and incorporated herein as Exhibit A ("Services").

**2. TERM**

The term of this Agreement shall commence on the date of last signature of the Parties below (the "Effective Date") and shall continue for a period of one (1) year, unless earlier terminated. This Agreement may be extended by mutual written agreement of the Parties.

**3. TERMINATION**

Either Party may terminate this Agreement without cause by giving thirty (30) calendar days' written notice to the other. To effect termination in the event of a material breach of this Agreement, the aggrieved party must provide written notice of the breach to the offending party and allow the offending party ten (10) business days to cure the breach. If the offending party does not cure the breach within ten (10) business days, the Agreement will immediately and automatically terminate on the eleventh (11<sup>th</sup>) day. This Agreement shall be subject to

immediate termination in the event that any Party is excluded from participation in any federal healthcare or procurement program. Termination or expiration of this Agreement shall not affect any rights or obligations of the Parties that accrued prior to the date of termination.

4. **COMPENSATION**

- A. COUNTY shall pay UNIVERSITY for Services provided in accordance with the compensation terms in Exhibit A.
- B. COUNTY shall pay such compensation within thirty (30) calendar days of receipt of an invoice(s) setting forth the project number for the Services performed and the Agreement number corresponding with the Services. Such payment shall be made by check payable to **The Regents of the University of California** and sent to the address indicated on the invoice. All consideration due UNIVERSITY will be payable in United States Dollars, which will not be reduced by any taxes, fees, or other charges imposed by the government of such country, in order to remit the entire amount owed to UNIVERSITY. COUNTY also will be responsible for all bank transfer charges. COUNTY shall also reimburse UNIVERSITY for all necessary and reasonable business expense incurred by UNIVERSITY pursuant to UNIVERSITY's duties under this Agreement, provided that such expenses have been approved in advance by COUNTY and are properly itemized and documented.
- C. COUNTY shall pay UNIVERSITY for all Services rendered and obligations incurred under the Agreement that cannot reasonably be terminated immediately upon notice of termination up to the date of termination of this Agreement, regardless of the reason for termination.

5. **CONFIDENTIALITY OF INFORMATION**

During the term of this Agreement and for a period of three (3) years after termination or expiration hereof, UNIVERSITY shall use its reasonable efforts, consistent with its established policies and procedures, to protect the confidentiality of any information furnished to it by COUNTY in connection with this Agreement and expressly designated by COUNTY, in writing, as confidential ("Confidential Information"). Upon completion or termination of this Agreement UNIVERSITY shall, upon request, destroy or return to COUNTY all such Confidential Information. If COUNTY receives confidential or proprietary information from UNIVERSITY, COUNTY shall use the same level of care, but in no event less than reasonable care, to protect UNIVERSITY confidential information as it uses to protect its own Confidential Information and COUNTY shall not disclose UNIVERSITY's confidential information.

UNIVERSITY shall have no obligation to protect the confidentiality of any information that: (a) is in the public domain through no fault of UNIVERSITY; (b) is received by UNIVERSITY from a third party under no obligation of confidentiality to COUNTY; (c) is required by law, legal process, subpoena, warrant, or court order to be disclosed; (d) was known by

UNIVERSITY prior to the time of first disclosure by COUNTY; or (e) is independently developed by UNIVERSITY.

#### 6. UNIVERSITY'S RIGHT TO USE DATA

UNIVERSITY shall have the unrestricted right to use for its own purposes (excluding Confidential Information), including publication, any data or information it may develop in connection with or as a result of performing the Services described in Exhibit A.

UNIVERSITY agrees to submit a copy of intended publication materials to COUNTY for review and comment at least sixty (60) calendar days prior to submission for publication; provided, however, that COUNTY shall have no editorial rights over publication materials but may request, and UNIVERSITY will agree to, an additional delay of up to thirty (30) calendar days to allow for filing of regulatory documents or to secure patent protection on patentable subject matter resulting from this Agreement.

#### 7. USE OF UNIVERSITY'S NAME

COUNTY shall not use the name or logos of the UNIVERSITY, including but not limited to The Regents of the University of California, University of California or UC Davis, in any form or manner in any publicity, advertisements, reports or other information released to the public without UNIVERSITY's prior written approval. California Education Code Section 92000 prohibits use of UNIVERSITY's name(s) to suggest that UNIVERSITY endorses a product or service. COUNTY agrees to submit materials for all proposed uses of UNIVERSITY's names (including those of UNIVERSITY's employees), likenesses, logos, insignias, trade names, abbreviation, nicknames or trademarks of other identifying mark to UNIVERSITY's Public Affairs & Marketing office at [hs-marketing@ucdavis.edu](mailto:hs-marketing@ucdavis.edu).

#### 8. INDEMNIFICATION

The Parties agree to defend, indemnify and hold one another harmless from and against any and all liability, loss, expense, attorneys' fees, or claims for injury or damages arising from the performance of this Agreement, but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of the indemnifying Party, its officers, agents or employees.

#### 9. INSURANCE

Each Party, at its sole cost and expense, shall insure its activities in connection with this Agreement and obtain, keep in force and maintain insurance or self-insure during the term hereof as follows:

##### A. General Liability:

Comprehensive or Commercial Form (MINIMUM LIMITS)

(1) Each Occurrence	\$1,000,000
(2) Products Completed Operations Aggregate	\$2,000,000*
(3) Personal and Advertising Injury	\$1,000,000
(4) General Aggregate	\$2,000,000*

\* (\$1,000,000 for comprehensive form)

However, if such insurance is written on a claims-made form, following termination of the Agreement, coverage shall survive for a period of not less than three (3) years. Coverage shall provide for a retroactive date of placement prior to or coinciding with the Effective Date of the Agreement.

- B. Workers' compensation insurance as required under applicable state law.
- C. The limits and coverages required herein shall in no way limit the liability of the Parties, including the Parties' indemnification obligations herein.
- D. Upon request, each Party shall supply to the other a certificate, or certificates, of insurance/self-insurance evidencing coverage in the amounts and for the perils listed above.

#### 10. DISCLAIMER OF WARRANTY

UNIVERSITY MAKES NO WARRANTY AS TO RESULTS TO BE OBTAINED BY COUNTY FROM THE USE OF ANY SERVICES PROVIDED BY UNIVERSITY UNDER THIS AGREEMENT, AND EXPRESSLY DISCLAIMS ANY AND ALL IMPLIED WARRANTIES INCLUDING, BUT NOT LIMITED TO, THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

#### 11. NON-LIABILITY OF UNIVERSITY

UNIVERSITY shall not be liable, by reason of its performance under this Agreement, for any loss of profits, claims against COUNTY by any third party, or consequential damages even if UNIVERSITY is advised of the possibility of such loss, claims, or damages. COUNTY agrees that UNIVERSITY's liability hereunder for damages, regardless of the form of action, shall not exceed the total of all charges actually paid by COUNTY for the particular Services rendered.

#### 12. RELATIONSHIP OF THE PARTIES

The Parties to this Agreement shall be and remain at all times independent contractors, neither being the employee, agent, representative, or sponsor of the other in their relationship under this Agreement.

#### 13. NO REQUIREMENT FOR REFERRALS

Nothing in this Agreement or in any other related written or oral agreement requires the admission or referral of patients or business by any Party to the other. This Agreement and the remuneration provided are not intended to influence the decision of any Party in choosing the hospital, health care facility or other provider/supplier of health care goods and services deemed by such Party as the best qualified to deliver goods or services, and the rights of any Party under this Agreement shall not depend in any way on the referral of patients or business to the other.

**14. EXCLUSION**

Each Party represents that neither it nor its employees or agents providing services under this Agreement is excluded from participation in any governmental sponsored program, including, without limitation, the Medicare, Medicaid, or TRICARE programs (<https://exclusions.oig.hhs.gov/>) and the System for Award Management (<https://www.sam.gov>).

**15. FAIR MARKET VALUE**

The Parties represent and warrant as follows:

- A. COUNTY has determined that it has a bona fide commercially reasonable business purpose for the Services set forth in this Agreement;
- B. COUNTY has determined that the Services set forth in this Agreement do not exceed those that are reasonably necessary to accomplish the commercially reasonable business purpose of the Services;
- C. Each Party has determined that the compensation to be paid under this Agreement is consistent with fair market value in arms-length transactions;
- D. Each Party warrants and represents that the compensation to be paid under this Agreement has not been determined in a manner that takes into account the volume or value of any past or future referrals or business otherwise generated or to be generated between the parties for which payment may be made in whole or in part under Medicare, Medicaid or other Federal health care programs; and
- E. COUNTY certifies through execution of this Agreement that any funds utilized to procure services from UNIVERSITY are not restricted in any manner that would preclude the use of the funds for that purpose.

**16. APPLICABLE LAW**

The Parties to this Agreement specifically intend to comply with all applicable laws, rules, and regulations, including the federal anti-kickback statute (42 USC Section 1320a-7b) and the

related safe harbor regulations.

**17. NON-DISCRIMINATION**

Both Parties agree not to discriminate in their performance under this Agreement on the basis of race, color, national origin, religion, sex, sexual orientation, disability, age, veterans' status, medical condition (e.g., cancer-related) as defined in section 12926 of the California Government Code, ancestry, marital status or citizenship.

**18. ALTERATION, AMENDMENT**

This Agreement may be amended at any time by agreement of the Parties, expressed in writing and signed by both Parties. No alteration of the terms of this Agreement shall be valid or binding upon either Party unless made in writing and signed by both Parties, and no other terms and conditions, including, but not limited to, those of any purchase order issued by COUNTY, shall apply unless explicitly incorporated herein.

**19. HEADINGS**

The section headings used in this Agreement are inserted for convenience only, are not substantive, and shall not be used to limit, define, describe, or otherwise interpret any provision of this Agreement.

**20. COUNTERPARTS**

This Agreement may be executed in counterparts, each of which shall be deemed to be an original, but all of which constitute one instrument. In the event that any signature is delivered by facsimile transmission or by e-mail delivery of a ".pdf" format data file, such signature shall create a valid and binding obligation of the party executing (or on whose behalf such signature is executed) with the same force and effect as if such facsimile or ".pdf" signature page was an original thereof.

**21. NOTICE**

All notices, requests, or other communications required or anticipated under this Agreement shall be in writing and shall be delivered to the respective Parties by personal delivery; by United States Postal Service as certified or registered mail, postage prepaid, return receipt requested; or by a reputable overnight delivery service such as Federal Express, addressed to the respective Parties at the addresses set forth below. Notices shall be deemed delivered on the date of personal delivery, two days following the date indicated on the United States Postal Service return receipt, or one day following deposit with overnight delivery service.

To UNIVERSITY:

University of California Davis Health  
UC Davis Health Contracts  
Sherman Building, Suite 2300

2315 Stockton Boulevard  
Sacramento, CA 95817  
(Reference UNIVERSITY Agreement No. 006680)

To COUNTY:

Plumas County Public Health Agency  
270 County Hospital Road, Suite 206  
Quincy, CA 95971

22. **GOVERNING LAW**

This Agreement shall be construed in accordance with the laws of the State of California.

23. **ASSIGNMENT**

No Party to this Agreement may assign this Agreement, assign rights or delegate duties hereunder without the prior written consent of the other Party hereto. Except as specifically provided in this Agreement, any attempted assignment or delegation of a Party's rights, claims, privileges, duties or obligations hereunder shall be null and void.

24. **FORCE MAJEURE**

If either Party's performance of this Agreement is prevented, restricted or delayed, either totally or in part, for reasons beyond the affected Party's reasonable control and is not due to the action or inaction of such Party, the affected Party will, upon giving notice to the other Party, be excused from such performance to the extent of such prevention, restriction or delay; provided, that the affected Party will use reasonable efforts to avoid or remove such causes of non-performance and will continue its performance whenever such causes are removed. For purposes of this Section, a lack of funds shall not be considered a cause beyond the reasonable control of the Parties.

25. **SEVERABILITY**

If any section or part of this Agreement is held to be void, invalid or unenforceable by order, decree or judgment of a court of competent jurisdiction, the remainder of the Agreement shall remain in full force and effect, and the Parties agree to negotiate in good faith to agree upon replacement language that expresses the Parties' intent in a manner that is valid and enforceable.

26. **REMEDIES AND WAIVER**

The remedies provided in this Agreement are not exclusive and the Party suffering from a breach or default of this Agreement may pursue all available remedies, both legal and equitable. No express or implied waiver by a Party of any breach or default will be construed as a waiver of a future or subsequent breach or default. The failure or delay of any Party in

exercising any of its rights under this Agreement will not constitute a waiver of any such right, and any single or partial exercise of any particular right by any Party will not exhaust the same or constitute a waiver of any other right provided in this Agreement.

27. ATTORNEY'S FEES

If any action at law or equity is brought to enforce the terms of this Agreement, including collection of delinquent payment, the prevailing Party shall be entitled to reasonable attorney's fees, costs and necessary disbursements in addition to any other relief to which it may be entitled.

28. NO THIRD-PARTY BENEFICIARIES

The Parties do not intend the benefits of this Agreement to inure to or benefit any third person or entity not a Party hereto.

29. SURVIVAL

Any obligations and duties that by their nature are intended to extend beyond the expiration or earlier termination of this Agreement shall survive termination or expiration of this Agreement and remain in full force and effect as necessary or appropriate.

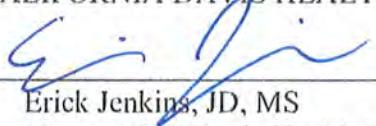
30. ENTIRE AGREEMENT

This Agreement constitutes the entire understanding of the Parties respecting the subject matter hereof and supersedes any prior understanding or agreement between them, written or oral, regarding the same subject matter. If there is any conflict between the terms of this Agreement and the language in any of the attachments hereto, the terms of this Agreement shall control.

SIGNATURES CONTINUED ON NEXT PAGE

IN WITNESS WHEREOF, the Parties have executed this Agreement on the day and year last signed below.

THE REGENTS OF THE UNIVERSITY OF  
CALIFORNIA ON BEHALF OF UNIVERSITY  
OF CALIFORNIA DAVIS HEALTH

By   
Erick Jenkins, JD, MS  
Manager UC Davis Health Contracts

Date June 15, 2022

Tax ID 94-6036494

**COUNTY OF PLUMAS:** a political subdivision of the State of California

By:   
Dana Loomis, Director  
Plumas County Public Health Agency

Date: 6/10/22

Tax ID 94-6000528

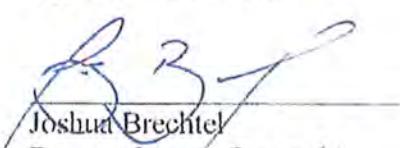
By: \_\_\_\_\_  
Chair, Plumas County Board of Supervisors

Date: \_\_\_\_\_

By: \_\_\_\_\_  
Clerk, Plumas County Board of Supervisors

Date: \_\_\_\_\_

Approved as to form:

  
6/8/2022  
Joshua Brechtel  
Deputy County Counsel I

**EXHIBIT A**  
**SCOPE OF WORK AND BUDGET**

**I. SCOPE OF WORK**

University shall provide HIV specialty services for County's clients with HIV in the Mountain Counties region of Lassen, Modoc, Plumas, Sierra and Siskiyou counties as part of the Health Resources & Services Administration Part C of the Ryan White HIV/AIDS Program.

**II. BUDGET**

- ..Six and 1/2 (6.5) days per year at \$1,600.00 per visit (alternating visits between Lassen and Plumas County sites) totaling \$10,400.00.
- Provide onsite HIV specialty care services to County's client population.
- Provide informal training for local medical providers to build their capacity to provide a more complete continuum of HIV care.
- Provide regular chart audits related to a Continuous Quality Improvement program.

Two (2) times per year:

- Participate in a meeting to develop and implement a Continuous Quality Improvement program.
- Participate in a meeting to discuss the feasibility and development of a telemedicine program to augment the on-site visits or eventually be a substitute for on-site visits.
- Reimbursement Rates will increase annually in accordance with Title III Planning and Capacity Building funds and for Title III Early Intervention funding increases.

**Subcontractor Budget**

Subcontractor Budget						
Personnel	Description	Service Category	Amount	Rate	Rate Type	Contracted Cost
Dr. David Aspinwall, MD	In-person clinic visits	Outpatient/Ambulatory Health Services	\$1,600.00	2 Clinic Days	\$800.00	\$1,600.00
Dr. David Aspinwall, MD	Remote consultations	Outpatient/Ambulatory Health Services	\$1,600.00	4.5 Clinic Days	\$360.00	\$1,600.00
<b>Total Personnel</b>						<b>\$20,400.00</b>
<b>TOTAL SUBCONTRACT</b>						<b>\$20,400.00</b>



Office of the Vice Chancellor  
Human Health Sciences  
& Chief Executive Officer

2335 Stockton Blvd, Suite 2202  
Sacramento, CA 95817  
916-734-3578 | [health.ucdavis.edu](mailto:health.ucdavis.edu)

Official UC Davis Health Delegation of Authority  
Office of the Vice Chancellor of Health and Human Sciences and Chief Executive Officer,  
UC Davis Health

\*\*Retain this delegation for your records\*\*

**Delegation of Authority—Execution of Agreements (DA 1058)**

Chief Administrator--UC Davis Medical Center

Chief Operating Officer--Ambulatory Care

Executive Director--Hospital Administration

Manager-- UC Davis Health Contracts

Supervisor--Health Affairs, UC Davis Health Contracts

Dean--UC Davis School of Medicine

Dean--Betty Irene Moore School of Nursing

Source of Delegation: Chancellor Vanderhoef's redelegation dated 2/15/2006, to Vice Chancellor—Human Health Sciences & Dean—School of Medicine Pomeroy (DA 1058)

Reference: Standing Order of The Regents 100.4(dd) Effective Date of

Delegation: June 1, 2021

Supersedes: Vice Chancellor--Human Health Sciences & Dean—School of Medicine delegation dated 1/1/2012, to Chief Executive Officer--UC Davis Medical Center, Director--Health System Contracts, Managed Care, and Provider Relations, UCD Health System, and Executive Associate Dean--UC Davis School of Medicine

In your respective positions, I am delegating to each of you the authority, within your areas of jurisdiction, to execute various service agreements with outside organizations, agencies, and individuals to implement approved programs and activities. Such agreements may include:

- Agreements for concerts, lectures, rentals of film, and various theatrical or musical productions.
- Agreements with California schools and/or school districts for teacher training programs.
- Agreements with outside agencies covering the use of facilities and instructors for regular University courses.
- Memoranda of Understanding with counties of the state of California to conduct Cooperative Extension Service educational programs.
- Agreements with outside organizations for employee development assignments.
- Agreements with nonprofit agencies for employment of students under the Work-Study Program.
- Agreements for student health insurance coverage.
- Intercollegiate athletic agreements (except coaching contracts).

This delegation does not extend to transactions that are covered by those authorities granted by other delegations, such as purchase orders, extramural grants and contracts, affiliation agreements, gift solicitations and acceptance, independent consultant agreements, or patent and copyright agreement.

These responsibilities may not be further delegated.

—  
David Lubarsky  
050F1654B4CF45

David Lubarsky, M.D., M.B.A.  
Vice Chancellor--Human Health Sciences  
Chief Executive Officer--UC Davis Health

Attachment: DA 1058

**CONSENT AGENDA REQUEST**

For the June 28, 2022 meeting of the Plumas County Board of Supervisors

June 17, 2022

To: Honorable Board of Supervisors

From: Dana Loomis, Director of Public Health

Subject: Approve and direct the Chair to sign a Memorandum of Understanding with Feather River Community College District (FRC) to provide FRC students with access to health care services in the amount of \$15,000.00.

**Background:**

For several years, Plumas County Public Health Agency has provided health services to students at Feather River College. These services include family planning, physical assessments, referrals, counseling, and health care education.

Through this Memorandum of Understanding, Feather River College will cover the cost of providing these health services to students attending Feather River College. No additional staff is needed to provide these services. The term of this agreement is for July 1, 2022, through June 30, 2023.

The attached contract has been reviewed and approved as to form by County Counsel.

**Fiscal Impact:**

There is no fiscal impact to the General Fund as this contract is fully funded through various programs in Public Health.

**Recommendation:**

The Director of Public Health respectfully recommends that the Board of Supervisors approve and direct the Chair to sign a Memorandum of Understanding with Feather River Community College District (FRC) in the amount of \$15,000.00.

**Memorandum of Understanding  
Between  
Plumas County Public Health Agency (PCPHA)  
And  
Feather River Community College (FRCCD)**

This Memorandum of Understanding (MOU) is to between **FEATHER RIVER COMMUNITY COLLEGE DISTRICT**, hereinafter referred to as "**FRCCD**". and the **COUNTY OF PLUMAS**, a political subdivision of the State of California, hereinafter referred to as "**COUNTY**", for the purpose of providing preventative health care and health education services to students.

**A. PURPOSE AND INTENT:** The purpose of this MOU is to outline the responsibilities and expectations of FRCCD and the COUNTY. COUNTY is not a full-scope medical clinic. The goal of this partnership is to provide Feather River College (FRC) students with access to health services including family planning, physical assessment, referral, counseling, and health education.

**B. SCOPE OF WORK:**

**COUNTY RESPONSIBILITIES:**

- Counseling and Health Education: Various health related issues which will include, but are not limited, to the following:
- General physical health and developmental concerns.
- Concerns related to communicable disease, including sexually transmitted diseases, community acquired illness, immunizations, and HIV infection.
- Growth and development of children, pregnancy, and prenatal care.
- Lifestyle risk assessment, including risks associated with drugs, alcohol, and work. Site or environmental exposure.
- Provision of student education materials with topics such as women's health, AIDS, domestic violence, rape, substance abuse, nutrition and tobacco use prevention, cessation workshops and events.

**THE FOLLOWING SERVICES WILL BE PROVIDED AT NO OUT-OF-POCKET COST TO FRC STUDENTS:**

- Pregnancy testing, family planning, and referral as indicated.
- HIV antibody testing, counseling, and education and referral as needed.
- Assessment and referral to community health care providers or hospital emergency room as needed. COUNTY does not provide primary or emergent care for issues not included in this agreement including chronic pain or chronic medical case management.
- Meningococcal, HPV, TDap, MMR, Influenza, Hepatitis B, Hepatitis A, Polio, and Varicella Immunizations for FRCCD students who qualify for the Vaccines for Children program.
- TB skin testing.
- Assessment of health risk behavior, counseling, intervention and/or referral as needed.
- Counseling regarding lifestyle decisions toward greater wellness, including diet, exercise, health care intervention, and mental health referrals.
- Assessment of clients for sexually transmitted disease; information and/or referral as needed.
- Facilitate access to Children Health Disability Prevention (CHDP) Services for eligible adolescents.

- It is understood that if a student is under the age of 18 years old, COUNTY requires a parental consent for any services except Family Planning can be performed. It is the patient's responsibility to provide this before an appointment is made. Limited over the counter medications will be provided by COUNTY at no charge.
- COUNTY only prescribes medications, lab tests, x-rays, or other diagnostic tests necessary for family planning, sexually transmitted diseases, and tuberculosis.
- Students are responsible for all costs as a result of referral visits, including but not limited to prescription medications, lab tests, x-rays and any hospital emergency room or patient fees.

**THE COUNTY WILL PROVIDE THE FOLLOWING HOURS OF SERVICE:**

- The County will provide health services at the Plumas County Public Health Agency Clinic as follows:
- Students will be seen Monday through Friday between the hours of 9:00 am and 4:00 pm by appointment only.
- Students may make an appointment by calling Plumas County Public Health Agency Clinic at (530) 283-6330. Same day appointments will be accommodated as the COUNTY clinic schedule allows.
- All services will be provided by a licensed health care provider, who will be staff or subcontractors of the COUNTY.
- Evaluation: The student health program will be evaluated, and recommendations for improvement made, by the Plumas County Public Health Agency Director, Director of Nursing, and the Feather River Community College District Chief Student Services Officer and Feather River Community College District students, as indicated. A collaborative effort among those responsible for provision of health services will be ongoing.

**FRCCD AND STUDENT RESPONSIBILITIES**

All FRCCD students accessing health services through COUNTY must show proof of enrollment via a student ID card issued from FRCCD Admissions and Records with a current validation sticker for the semester. The students will be asked to show their card before services can be provided.

**COSTS, COMPENSATION AND BILLING:**

Feather River Community College District shall pay Plumas County Public Health Agency the sum not to exceed \$15,000.00 for services provided in connection with this Agreement.

Billing: Plumas County Public Health Agency will invoice Feather River Community College District in the amount of \$3,750.00 per quarter as listed below:

<b>Invoice</b>	<b>Invoice Period</b>	<b>Invoice Due Date</b>
First Quarter	July 1 - September 30 <sup>th</sup>	October 15 <sup>th</sup>
Second Quarter	October 1 - December 31 <sup>st</sup>	January 15 <sup>th</sup>
Third Quarter	January 1 - March 31 <sup>st</sup>	April 15 <sup>th</sup>
Fourth Quarter	April 1 - June 30 <sup>th</sup>	June 15 <sup>th</sup>

**INDEMNIFICATION:**

Feather River Community College District (herein referred to as FRCCD) agrees to indemnify, defend, and hold harmless County of Plumas, herein referred to as COUNTY, including its officers, agents and employees from and against any and all claims, liability, causes of action, damages and/or expense of any kind arising out of or related to the intentional or negligent acts, errors or omissions of FRCCD and/or its officers, agents, employees or members arising from the performance of this Agreement. FRCCD's Agreement to indemnify herein includes costs to County in defending claims brought against County and County shall be indemnified for any and all such costs, attorney's fees, expert fees, or other expenses associated with such defense by County. In the event of any such claims or suits filed, FRCCD shall give County proper notice thereof, and County shall have the right to defend or settle the same to the extent of its interests.

Feather River Community College District further agrees to provide a Certificate of Insurance for liability and workers compensation coverages with limits acceptable to the County, including an additional insured endorsement naming County of Plumas, as an additional insured.

County agrees to indemnify defend, and hold harmless FRCCD, including its officers, agents, and employees from and against any and all claims, liability, causes of action, damages, and/or expense of any kind arising out of or related to the intentional or negligent acts, errors, or omissions of County and/or its officers, agents, employees, or members while in performance of this Agreement. County's agreement to indemnify herein includes costs to FRCCD in defending claims brought against FRCCD and FRCCD shall be indemnified for any and all such costs, attorney fees, expert fees or other expenses associated with such defense by FRCCD. In the event of any such claims filed, County shall give FRCCD proper notice thereof, and FRCCD shall have the right to defend or settle the same to the extent of its interests.

County further agrees to provide a Certificate of Insurance for liability and workers compensation coverage with limits acceptable to the district, including an additional insured endorsement naming Feather River Community College District, as an additional insured.

FRCCD and County shall respectively be responsible for the acts of their officers, employees and duly authorized agents, volunteers, or students, acting in the official capacity and within the course and scope of their employment or designated functions not wanton or malicious in nature.

County must obtain professional medical liability insurance, in the amounts and with companies reasonably acceptable to FRCCD.

County agrees to provide a copy of the certificate of professional and medical liability insurance to FRCCD upon acceptance of this agreement.

**TERM AND TERMINATION:**

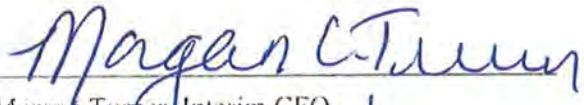
This agreement shall become effective July 1, 2022, upon approval and shall continue through June 30, 2023.

The County reserves and has the right and privilege of canceling, suspending or abandoning the execution of all or any part of the work contemplated by this Agreement, with or without cause, at any time, by providing written notice to FRCCD. The termination of this Agreement shall be deemed effective upon receipt of the notice of termination. In the event of such termination, FRCCD shall immediately stop rendering services under this Agreement unless directed otherwise by the County.

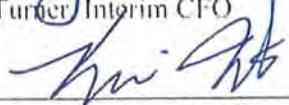
FRCCD may terminate this Agreement at any time without cause by giving thirty (30) calendar days written notice to the County of such termination and specifying the effective date thereof. If this Agreement is terminated as provided herein, County will be paid a total amount equal to the service it has provided as of the termination date. In no event shall the amount payable upon termination exceed the total maximum compensation provided for in this Agreement.

[SIGNATURES FOLLOWING ON NEXT PAGE]

## FEATHER RIVER COMMUNITY COLLEGE DISTRICT:

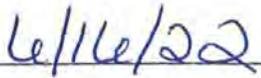


Morgan Turner, Interim CFO



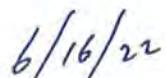
Kevin Trutna, Superintendent/President

---



Date

---

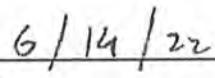


Date

## COUNTY OF PLUMAS:

Dana Loomis, Director  
Plumas County Public Health Agency

---



Date

---

Kevin Goss, Chair  
Plumas County Board of Supervisors

Date

## ATTEST:

---

Heidi White  
Clerk of the Board of Supervisors

Date

Approved as to form:



---

Joshua Brechtel  
Deputy County Counsel I

6/14/2022

## FEATHER RIVER COMMUNITY COLLEGE DISTRICT:

---

Morgan Turner, Interim CFO

Date

---

Kevin Trutna, Superintendent/President

Date

**COUNTY OF PLUMAS:**  
Dana Loomis, Director  
Plumas County Public Health Agency

---

6/14/22

Date

---

Kevin Goss, Chair  
Plumas County Board of Supervisors

Date

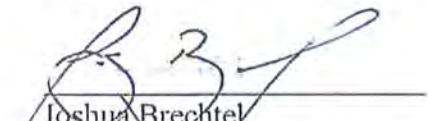
**ATTEST:**

---

Heidi White  
Clerk of the Board of Supervisors

Date

Approved as to form:

  
Joshua Brechtel  
Deputy County Counsel I

6/14/2022

## BUSINESS ASSOCIATE AGREEMENT

This Business Associate Agreement ("Agreement") supplements and is made a part of the Services Agreement ("SA") by and between the COUNTY OF PLUMAS referred to herein as Covered Entity ("CE"), and FEATHER RIVER COMMUNITY COLLEGE, referred to herein as Business Associate ("BA"), dated July 1, 2022.

### RECITALS

CE wishes to disclose certain information to BA pursuant to the terms of a business agreement between the parties (the "Contract"), some of which may constitute Protected Health Information ("PHI") (defined below).

CE and BA intend to protect the privacy and provide for the security of PHI disclosed to BA pursuant to the Contract in compliance with the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 ("HIPAA"), the Health Information Technology for Economic and Clinical Health Act, Public Law 111-005 ("the HITECH Act"), and regulations promulgated thereunder by the U.S. Department of Health and Human Services (the "HIPAA Regulations") and other applicable laws.

As part of the HIPAA Regulations, the Privacy Rule and the Security Rule (defined below) require CE to enter into a contract containing specific requirements with BA prior to the disclosure of PHI, as set forth in, but not limited to, Title 45, Sections 164.314(a), 164.502(e) and 164.504(e) of the Code of Federal Regulations ("C.F.R.") and contained in this Addendum.

In consideration of the mutual promises below and the exchange of information pursuant to this Agreement, the parties agree as follows:

#### 1. Definitions

a. **Breach** shall have the meaning given to such term under the HITECH Act [42 U.S.C. Section 17921].

b. **Business Associate** shall have the meaning given to such term under the Privacy Rule, the Security Rule, and the HITECH Act, including but not limited to, 42 U.S.C. Section 17938 and 45 C.F.R. Section 160.103.

c. **Covered Entity** shall have the meaning given to such term under the Privacy Rule and the Security Rule, including, but not limited to, 45 C.F.R. Section 160.103.

d. **Data Aggregation** shall have the meaning given to such term under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.501.

e. **Designated Record Set** shall have the meaning given to such term under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.501. Electronic Protected Health Information means Protected Health Information that is maintained in or transmitted by electronic media.

f. **Electronic Health Record** shall have the meaning given to such term in the HITECH Act, including, but not limited to, 42 U.S.C. Section 17921.

g. **Health Care Operations** shall have the meaning given to such term under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.501.

h. **Privacy Rule** shall mean the HIPAA Regulation that is codified at 45 C.F.R. Parts 160 and 164, Subparts A and E.

i. **Protected Health Information or PHI** means any information, whether oral or recorded in any form or medium: (i) that relates to the past, present or future physical or mental condition of an individual; the provision of health care to an individual; or the past, present or future payment for the provision of health care to an individual; and (ii) that identifies the individual or with respect to which there is a reasonable basis to believe the information can be used to identify the individual, and shall have the meaning given to such term under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.501. Protected Health Information includes Electronic Protected Health Information [45 C.F.R. Sections 160.103, 164.501].

j. **Protected Information** shall mean PHI provided by CE to BA or created or received by BA on CE's behalf.

k. **Security Rule** shall mean the HIPAA Regulation that is codified at 45 C.F.R. Parts 160 and 164, Subparts A and C.

l. **Unsecured PHI** shall have the meaning given to such term under the HITECH Act and any guidance issued pursuant to such Act including, but not limited to, 42 U.S.C. Section 17932(h).

## 2. Obligations of Business Associate

a. **Permitted Uses.** BA shall not use Protected Information except for the purpose of performing BA's obligations under the Contract and as permitted under this Agreement. Further, BA shall not use Protected Information in any manner that would constitute a violation of the Privacy Rule or the HITECH Act if so, used by CE. However, BA may use Protected Information (i) for the proper management and administration of BA, (ii) to carry out the legal responsibilities of BA, or (iii) for Data Aggregation purposes for the Health Care Operations of CE [45 C.F.R. Sections 164.504(c)(2)(ii)(A) and 164.504(e)(4)(i)].

b. **Permitted Disclosures.** BA shall not disclose Protected Information except for the purpose of performing BA's obligations under the Contract and as permitted under this Agreement. BA shall not disclose Protected Information in any manner that would constitute a violation of the Privacy Rule or the HITECH Act if so disclosed by CE. However, BA may disclose Protected Information (i) for the proper management and administration of BA; (ii) to carry out the legal responsibilities of BA; (iii) as required by law; or (iv) for Data Aggregation purposes for the Health Care Operations of CE. If BA discloses Protected Information to a third party, BA must obtain, prior to making any such disclosure, (i) reasonable written assurances from such third party that such Protected Information will be held confidential as provided pursuant to this Addendum and only disclosed as required by law or for the purposes for which it was disclosed to such third party, and (ii) a written agreement from such third party to immediately notify BA of any breaches of confidentiality of the Protected Information, to the extent it has obtained knowledge of such breach [42 U.S.C. Section 17932; 45 C.F.R. Sections 164.504(e)(2)(i), 164.504(e)(2)(i)(B), 164.504(e)(2)(ii)(A) and 164.504(e)(4)(ii)].

c. **Prohibited Uses and Disclosures.** BA shall not use or disclose Protected Information for fundraising or marketing purposes. BA shall not disclose Protected Information to a health plan for payment or health care operations purposes if the patient has requested this special district on and has paid out of pocket in full for the health care item or service to which the PHI solely relates [42 U.S.C. Section 17935(a)]. BA shall not directly or indirectly receive remuneration in exchange for Protected Information, except with the prior written consent of CE and as permitted by the HITECH Act, 42 U.S.C. section 17935(d)(2); however, this prohibition shall not affect payment by CE to BA for services provided pursuant to the Contract.

d. **Appropriate Safeguards.** BA Shall implement appropriate safeguards as are necessary to prevent the use or disclosure of Protected Information otherwise than as permitted by the Contract and this Agreement

that reasonably and appropriately protect the confidentiality, integrity, and availability of the Protected Information, in accordance with 45 C.F.R. Sections 164.308, 164.310, and 164.312. [45 C.F.R. Section 164.504(e)(2)(ii)(B); 45 C.F.R. Section 164.308(b)]. BA shall comply with the policies and procedures and documentation requirements of the HIPAA Security Rule, including, but not limited to, 45 C.F.R. Section 164.316 [42 U.S.C. Section 17931].

**e. Reporting of Improper Access, Use or Disclosure.** BA shall report to CE in writing of any access, use or disclosure of Protected Information not permitted by the Contract and this Agreement, and any Breach of Unsecured PHI of which it becomes aware without unreasonable delay and in no case later than 90 calendar days after discovery [42 U.S.C. Section 17921; 45 C.F.R. Section 164.504(e)(2)(ii)(C); 45 C.F.R. Section 164.308(b)].

**f. Business Associate's Agents.** BA shall ensure that any agents, including subcontractors, to whom it provides Protected Information, agree in writing to the same restrictions and conditions that apply to BA with respect to such PHI and implement the safeguards required by paragraph c above with respect to Electronic PHI [45 C.F.R. Section 164.504(e)(2)(ii)(D); 45 C.F.R. Section 164.308(b)]. BA shall implement and maintain sanctions against agents and subcontractors that violate such restrictions and conditions and shall mitigate the effects of any such violation (see 45 C.F.R. Sections 164.530(f) and 164.530(e)(1)).

**g. Access to Protected Information.** BA shall make Protected Information maintained by BA or its agents or subcontractors in Designated Record Sets available to CE for inspection and copying within ten (10) days of a request by CE to enable CE to fulfill its obligations under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.524 [45 C.F.R. Section 164.504(e)(2)(ii)(E)]. If BA maintains an Electronic Health Record, BA shall provide such information in electronic format to enable CE to fulfill its obligations under the HITECH Act, including, but not limited to, 42 U.S.C. Section 17935(e).

**h. Amendment of PHI.** Within ten (10) days of receipt of a request from CE for an amendment of Protected Information or a record about an individual contained in a Designated Record Set, BA or its agents or subcontractors shall make such Protected Information available to CE for amendment and incorporate any such amendment to enable CE to fulfill its obligations under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.526. If any individual requests an amendment of Protected Information directly from BA or its agents or subcontractors, BA must notify CE in writing within five (5) days of the request. Any approval or denial of amendment of Protected Information maintained by BA or its agents or subcontractors shall be the responsibility of CE [45 C.F.R. Section 164.504(e)(2)(ii)(F)].

**i. Accounting Rights.** Promptly upon any disclosure of Protected Information for which CE is required to account to an individual, BA and its agents or subcontractors shall make available to CE the information required to provide an accounting of disclosures to enable CE to fulfill its obligations under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.528, and the HITECH Act, including but not limited to 42 U.S.C. Section 17935(c), as determined by CE. BA agrees to implement a process that allows for an accounting to be collected and maintained by BA and its agents or subcontractors for at least six (6) years prior to the request. At a minimum, the information collected and maintained shall include: (i) the date of disclosure; (ii) the name of the entity or person who received Protected Information and, if known; the address of the entity or person; (iii) a brief description of Protected Information disclosed and (iv) a brief statement of purpose of the disclosure that reasonably informs the individual of the basis for the disclosure, or a copy of the individual's authorization, or a copy of the written request for disclosure. In the event that the request for an accounting is delivered directly to BA or its agents or subcontractors, BA shall within five (5) days of a request forward it to CE in writing. It shall be CE's responsibility to prepare and deliver any such accounting requested. BA shall not disclose any Protected Information except as set forth in Sections 2.b. of this Addendum [45 C.F.R. Sections 164.504(e)(2)(ii)(G) and 165.528].

j. **Governmental Access to Records.** BA shall make its internal practices, books and records relating to the use and disclosure of Protected Information available to CE and to the Secretary of the U.S. Department of Health and Human Services (the "Secretary") for purposes of determining BA's compliance with the Privacy Rule [45 C.F.R. Section 164.504(e)(2)(ii)(H)]. BA shall provide to CE a copy of any Protected Information that BA provides to the Secretary concurrently with providing such Protected Information to the Secretary.

k. **Minimum Necessary.** BA (and its agents or subcontractors) shall request, use and disclose only the minimum amount of Protected Information necessary to accomplish the purpose of the request, use, or disclosure [42 U.S.C. Section 17935(b); 45 C.F.R. Section 164.514(d)(3)]. BA understands and agrees that the definition of "minimum necessary" is in flux and shall keep itself informed of guidance issued by the Secretary with respect to what constitutes "minimum necessary."

l. **Data Ownership.** BA acknowledges that BA has no ownership rights with respect to the Protected Information.

m. **Notification of Breach.** During the term of the Contract, BA shall notify CE within twenty-four (24) hours of any suspected or actual breach of security, intrusion or unauthorized use or disclosure of PHI of which BA becomes aware and/or any actual or suspected use or disclosure of data in violation of any applicable federal or state laws or regulations. BA shall take (i) prompt corrective action to cure any such deficiencies and (ii) any action pertaining to such unauthorized disclosure required by applicable federal and state laws and regulations.

n. **Breach Pattern or Practice by Covered Entity.** Pursuant to 42 U.S.C. Section 17934(b), if the BA knows of a pattern of activity or practice of the CE that constitutes a material breach or violation of the CE's obligations under the Contract or Agreement or other arrangement, the BA must take reasonable steps to cure the breach or end the violation. If the steps are unsuccessful, the BA must terminate the Contract or other arrangement if feasible, or if termination is not feasible, report the problem to the Secretary of DHHS. BA shall provide written notice to CE of any pattern of activity or practice of the CE that BA believes constitutes a material breach or violation of the CE's obligations under the Contract or this Agreement or other arrangement within five (5) days of discovery and shall meet with CE to discuss and attempt to resolve the problem as one of the reasonable steps to cure the breach or end the violation.

o. **Audits, Inspection and Enforcement.** Within ten (10) days of a written request by CE, BA and its agents or subcontractors shall allow CE to conduct a reasonable inspection of the facilities, systems, books, records, agreements, policies and procedures relating to the use or disclosure of Protected Information pursuant to this Agreement for the purpose of determining whether BA has complied with this Agreement; provided, however, that (i) BA and CE shall mutually agree in advance upon the scope, timing and location of such an inspection, (ii) CE shall protect the confidentiality of all confidential and proprietary information of BA to which CE has access during the course of such inspection; and (iii) CE shall execute a nondisclosure agreement, upon terms mutually agreed upon by the parties, if requested by BA. The fact that CE inspects, or fails to inspect, or has the right to inspect, BA's facilities, systems, books, records, agreements, policies and procedures does not relieve BA of its responsibility to comply with this Agreement, nor does CE's (i) failure to detect or (ii) detection, but failure to notify BA or require BA's remediation of any unsatisfactory practices, constitute acceptance of such practice or a waiver of CE's enforcement rights under the Contract or Agreement, BA shall notify CE within ten (10) days of learning that BA has become the subject of an audit, compliance review, or complaint investigation by the Office for Civil Rights.

### 3. Termination

a. **Material Breach.** A breach by BA of any provision of this Agreement, as determined by CE, shall constitute a material breach of the Contract, and shall provide grounds for immediate termination of the Contract, or any provision in the Contract to the contrary notwithstanding [45 C.F.R. Section 164.504(c)(2)(ii)].

b. **Judicial or Administrative Proceedings.** CE may terminate the Agreement, effective immediately, if (i) BA is named as a defendant in a criminal proceeding for a violation of HIPAA, the HITECH Act, the HIPAA Regulations or other security or privacy laws or (ii) a finding or stipulation that the BA has violated any standard or requirement of HIPAA\ the HITECH Act, the HIPAA Regulations or other security or privacy laws is made in any administrative or civil proceeding in which the party has been joined.

c. **Effect of Termination.** Upon termination of the Agreement for any reason, BA shall, at the option of CE, return or destroy all Protected Information that BA or its agents or subcontractors still maintain in any form, and shall retain no copies of such Protected Information. If return or destruction is not feasible, as determined by CE, BA shall continue to extend the protections of Section 2 of this Agreement to such information, and limit further use of such PHI to those purposes that make the return or destruction of such PHI infeasible. [45 C.F.R. Section 164.504(e)(ii) (2)(1)]. If CE elects destruction of the PHI, BA shall certify in writing to CE that such PHI has been destroyed.

### 4. Disclaimer

CE makes no warranty or representation that compliance by BA with this Agreement, HIPAA, the HITECH Act, or the HIPAA Regulations will be adequate or satisfactory for BA's own purposes. BA is solely responsible for all decisions made by BA regarding the safeguarding of PHI.

### 5. Certification

To the extent that CE determines that such examination is necessary to comply with CE's legal obligations pursuant to HIPAA relating to certification of its security practices, CE or its authorized agents or contractors, may, at CE's expense, examine BA's facilities, systems, procedures and records as may be necessary for such agents or contractors to certify to CE the extent to which BA's security safeguards comply with HIPAA, the HITECH Act, the HIPAA Regulations or this Addendum.

### 6. Amendment

The parties acknowledge that state and federal laws relating to data security and privacy are rapidly evolving and that amendment of the Agreement may be required to provide for procedures to ensure compliance with such developments. The parties specifically agree to take such action as is necessary to implement the standards and requirements of HIPAA, the HITECH Act, the Privacy Rule, the Security Rule, and other applicable laws relating to the security or confidentiality of PHI. The parties understand and agree that CE must receive satisfactory written assurance from BA that BA will adequately safeguard all Protected Information. Upon the request of either party, the other party agrees to promptly enter into negotiations concerning the terms of an amendment to this Agreement embodying written assurances consistent with the standards and requirements of HIPAA, the HITECH Act, the Privacy Rule, the Security Rule, or other applicable laws. CE may terminate the Contract upon thirty (30) days written notice in the event (i) BA does not promptly enter into negotiations to amend the Agreement when requested by CE pursuant to this Section or (ii) BA does not enter not enter into an amendment to the Agreement providing assurances regarding the safeguarding of PHI that CE, in its sole discretion, deems sufficient to satisfy the standards and requirements of applicable laws.

**7. Assistance in Litigation of Administrative Proceedings**

BA shall make itself, and any subcontractors, employees or agents assisting BA in the performance of its obligations under the Agreement, available to CE, at no cost to CE, to testify as witnesses, or otherwise, in the event of litigation or administrative proceedings being commenced against CE, its directors, officers, or employees based upon a claimed violation of HIPAA, the HITECH Act, the Privacy Rule, the Security Rule, or other laws relating to security and privacy, except where BA or its subcontractor, employee or agent is named adverse party.

**8. No Third-Party Beneficiaries**

Nothing express or implied in the Agreement is intended to confer, nor shall anything herein confer, upon any person other than CE, BA and their respective successors or assigns, any rights, remedies, obligations, or liabilities whatsoever.

**9. Interpretation**

The provisions of this Agreement shall prevail over any provisions in the Contract that may conflict or appear inconsistent with any provision in this Agreement. This Agreement and the Contract shall be interpreted as broadly as necessary to implement and comply with HIPAA, the HITECH Act, the Privacy Rule, and the Security Rule. The parties agree that any ambiguity in this Agreement shall be resolved in favor of a meaning that complies and is consistent with HIPAA, the HITECH Act, the Privacy Rule, and the Security Rule.

IN WITNESS WHEREOF, the parties hereto have duly executed this Addendum as of the Addendum Effective Date.

COVERED ENTITY

COUNTY OF PLUMAS, a political subdivision a political subdivision of the State of California

By: 

Print Name: Dana Loomis

Title: Director

Date: 6/14/20

BUSINESS ASSOCIATE

FEATHER RIVER COMMUNITY COLLEGE DISTRICT

By: \_\_\_\_\_

Print Name: Kevin Trutna \_\_\_\_\_

Title: Superintendent/President

Date: \_\_\_\_\_

#### 7. Assistance in Litigation of Administrative Proceedings

BA shall make itself, and any subcontractors, employees or agents assisting BA in the performance of its obligations under the Agreement, available to CE, at no cost to CE, to testify as witnesses, or otherwise, in the event of litigation or administrative proceedings being commenced against CE, its directors, officers, or employees based upon a claimed violation of HIPAA, the HITECH Act, the Privacy Rule, the Security Rule, or other laws relating to security and privacy, except where BA or its subcontractor, employee or agent is named adverse party.

#### 8. No Third-Party Beneficiaries

Nothing express or implied in the Agreement is intended to confer, nor shall anything herein confer, upon any person other than CE, BA and their respective successors or assigns, any rights, remedies, obligations, or liabilities whatsoever.

#### 9. Interpretation

The provisions of this Agreement shall prevail over any provisions in the Contract that may conflict or appear inconsistent with any provision in this Agreement. This Agreement and the Contract shall be interpreted as broadly as necessary to implement and comply with HIPAA, the HITECH Act, the Privacy Rule, and the Security Rule. The parties agree that any ambiguity in this Agreement shall be resolved in favor of a meaning that complies and is consistent with HIPAA, the HITECH Act, the Privacy Rule, and the Security Rule.

IN WITNESS WHEREOF, the parties hereto have duly executed this Addendum as of the Addendum Effective Date.

#### COVERED ENTITY

COUNTY OF PLUMAS, a political subdivision a political subdivision of the State of California

By: 

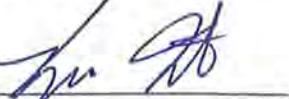
Print Name: Dana Loomis

Title: Director

Date: 6/14/22

#### BUSINESS ASSOCIATE

FEATHER RIVER COMMUNITY COLLEGE DISTRICT

By: 

Print Name: Kevin Trutna

Title: Superintendent/President

Date: 6/16/22



# Office of the Sheriff

## Office of Emergency Services

1400 E. Main Street, Quincy, California 95971 • (530) 283-6375 • Fax 283-6344

TODD JOHNS  
SHERIFF/CORONER  
DIRECTOR

## Memorandum

**DATE:** June 16, 2022  
**TO:** Honorable Board of Supervisors  
**FROM:** Sheriff Todd Johns  
**RE:** Agenda Items for the meeting of June 28, 2022

**It is recommended that the Board:**

Approve and sign contract #PCSO00050 between the Plumas County Sheriff's Office (PCSO) and Northfork Family Medicine in the amount of \$93,000.00.

**Background and Discussion:**

This purpose of this agreement with Northfork Family Medicine is to provide medical services to Jail inmates as required by law.

Agreement has been reviewed and approved as to form by County Counsel.

**Services Agreement**

This Agreement is made by and between the COUNTY OF PLUMAS, a political subdivision of the State of California, by and through its **Plumas County Sheriff's Office** (hereinafter referred to as "County"), and North Fork Medicine, a California general partnership (hereinafter referred to as "Contractor").

The parties agree as follows:

1. **Scope of Work.** Contractor shall provide the County with services as set forth in Exhibit A, attached hereto.
2. **Compensation.** County shall pay Contractor for services provided to County pursuant to this Agreement in the manner set forth in Exhibit B, attached hereto. The total amount paid by County to Contractor under this Agreement shall not exceed Ninety Three Thousand Dollars (\$93,000.00).
3. **Term.** The term of this agreement shall be from July 1, 2022 through June 30th, 2023, unless terminated earlier as provided herein. County's Board of Supervisors hereby ratifies, and approves for payment, services provided by Contractor from July 1, 2022 to the date of approval of this Agreement by the Board of Supervisors.
4. **Termination.** Either party may terminate this agreement by giving thirty (30) days written notice to the other party.
5. **Non-Appropriation of Funds.** It is mutually agreed that if, for the current fiscal year and/or any subsequent fiscal years covered under this Agreement, insufficient funds are appropriated to make the payments called for by this Agreement, this Agreement shall be of no further force or effect. In this event, the County shall have no liability to pay any further funds whatsoever to Contractor or furnish any other consideration under this Agreement and Contractor shall not be obligated to perform any further services under this Agreement. If funding for any fiscal year is reduced or deleted for the purposes of this program, the County shall have the option to either cancel this Agreement with no further liability incurring to the County, or offer an amendment to Contractor to reflect the reduced amount available to the program. The parties acknowledge and agree that the limitations set forth above are required by Article XVI, section 18 of the California Constitution. Contractor acknowledges and agrees that said Article XVI, section 18 of the California Constitution supersedes any conflicting law, rule, regulation or statute.
6. **Warranty and Legal Compliance.** The services provided under this Agreement are non-exclusive and shall be completed promptly and competently. Contractor shall guarantee all parts and labor for a period of one year following the expiration of the term of this Agreement unless otherwise specified in Exhibit A. Contractor agrees to comply with all applicable terms of state and federal laws and regulations, all applicable grant funding

conditions, and all applicable terms of the Plumas County Code and the Plumas County Purchasing and Practice Policies.

7. Amendment. This Agreement may be amended at any time by mutual agreement of the parties, expressed in writing and duly executed by both parties. No alteration of the terms of this Agreement shall be valid or binding upon either party unless made in writing and duly executed by both parties.
8. Indemnification. To the furthest extent permitted by law (including without limitation California Civil Code Sections 2782 and 2782.8, if applicable), County shall not be liable for, and Contractor shall defend and indemnify County and its officers, agents, employees, and volunteers (collectively "County Parties"), against any and all claims, deductibles, self-insured retentions, demands, liability, judgments, awards, fines, mechanics' liens or other liens, labor disputes, losses, damages, expenses, charges or costs of any kind or character, including attorney's fees and court costs (hereinafter collectively referred to as "Claims"), which arise out of or are in any way connected to the work covered by this Agreement arising either directly or indirectly from any act, error, omission or negligence of Contractor or its officers, employees, agents, contractors, licensees or servants, including, without limitation, Claims caused by the concurrent negligent act, error or omission, whether active or passive of County Parties. Contractor shall have no obligation, however, to defend or indemnify County Parties from a Claim if it is determined by a court of competent jurisdiction that such Claim was caused by the sole negligence or willful misconduct of County Parties. The obligations of this indemnity shall be for the full amount of all damage to County, including defense costs, and shall not be limited by any insurance limits.
9. Insurance. Contractor agrees to maintain the following insurance coverage throughout the term of this Agreement:
  - a. Commercial general liability (and professional liability, if applicable to the services provided) coverage, with minimum per occurrence limit of the greater of (i) the limit available on the policy, or (ii) one million dollars (\$1,000,000).
  - b. Automobile liability coverage (including non-owned automobiles), with minimum bodily injury limit of the greater of (i) the limit available on the policy, or (ii) two-hundred fifty thousand dollars (\$250,000) per person and five hundred thousand dollars (\$500,000) per accident, as well as a minimum property damage limit of the greater of (i) the limit available on the policy, or (ii) fifty thousand dollars (\$50,000) per accident.
  - c. Each policy of commercial general liability (and professional liability, if applicable to the services provided) coverage and automobile liability coverage (including non-owned automobiles) shall meet the following requirements:

- i. Each policy shall be endorsed to name the County, its officers, officials, employees, representatives and agents (collectively, for the purpose of this section 9, the "County") as additional insureds. The Additional Insured endorsement shall be at least as broad as ISO Form Number CG 20 38 04 13; and
  - ii. All coverage available under such policy to Contractor, as the named insured, shall also be available and applicable to the County, as the additional insured; and
  - iii. All of Contractor's available insurance proceeds in excess of the specified minimum limits shall be available to satisfy any and all claims of the County, including defense costs and damages; and
  - iv. Any insurance limitations are independent of and shall not limit the indemnification terms of this Agreement; and
  - v. Contractor's policy shall be primary insurance as respects the County, its officers, officials, employees, representatives and agents, and any insurance or self-insurance maintained by the County, its officers, officials, employees, representatives and agents shall be in excess of the Contractor's insurance and shall not contribute with it, and such policy shall contain any endorsements necessary to effectuate this provision. The primary and non-contributory endorsement shall be at least as broad as ISO Form 20 01 04 13; and
  - vi. To the extent that Contractor carries any excess insurance policy applicable to the work performed under this Agreement, such excess insurance policy shall also apply on a primary and non-contributory basis for the benefit of the County before the County's own primary insurance policy or self-insurance shall be called upon to protect it as a named insured, and such policy shall contain any endorsements necessary to effectuate this provision.
- d. Workers Compensation insurance in accordance with California state law.

If requested by County in writing, Contractor shall furnish a certificate of insurance satisfactory to County as evidence that the insurance required above is being maintained. Said certificate of insurance shall include a provision stating that the insurers will not cancel the insurance coverage without thirty (30) days' prior written notice to the County. County reserves the right to require complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by these specifications at any time. Contractor shall require all subcontractors to comply with all indemnification and insurance requirements of this agreement, and Contractor shall verify subcontractor's compliance.

10. Licenses and Permits. Contractor represents and warrants to County that it or its principals have all licenses, permits, qualifications, and approvals of whatsoever nature

\_\_\_\_\_ COUNTY INITIALS

\_\_\_\_\_ CONTRACTOR INITIALS \_\_\_\_\_

that are legally required for Contractor to practice its profession and to perform its duties and obligations under this Agreement. Contractor represents and warrants to County that Contractor shall, at its sole cost and expense, keep in effect at all times during the term of this Agreement any licenses, permits, and approvals that are legally required for Contractor or its principals to practice its professions and to perform its duties and obligations under this Agreement.

11. Relationship of Parties. It is understood that Contractor is not acting hereunder as an employee of the County, but solely as an independent contractor. Contractor, by virtue of this Agreement, has no authority to bind, or incur any obligation on behalf of, County. Except as expressly provided in this Agreement, Contractor has no authority or responsibility to exercise any rights or power vested in County. It is understood by both Contractor and County that this Agreement shall not under any circumstances be construed or considered to create an employer-employee relationship or joint venture.
12. Professional Services Contract. Contractor represents and warrants that Contractor customarily and regularly exercises discretion and independent judgment in the performance of the services, and that those services fall within those stated in California Labor Code section 2778. Contractor represents and warrants that Contractor maintains a separate business location and has all required business licenses and tax registration, if any, in order to perform services under this Agreement. Contractor shall have the right to set their own hours and location of work, consistent with the nature of the services provided under this Agreement. Contractor shall determine the method, means and manner of performance including, but not limited to, such matters as outlined in Exhibit "A" without restriction by County. County is interested only in the results to be achieved from Contractor's performance of the services Contractor shall provide their own resources and equipment and direct their operation in all respects when necessary to perform these services. Notwithstanding this Agreement, Contractor shall have the right to provide the same or similar services to entities other than County without restriction, and holds themselves out to as available to perform the same type of work. County shall have no authority, control, or liability regarding Contractor's performance or activities before or after each instance, wherein, Contractor may perform under this Agreement. Contractor will at all times indemnify and hold County, and their respective agents, contractors and employees harmless from any and all claims, damages, liabilities and costs (including attorneys' fees) arising out of any material breach by Contractor of any representation, warrant or agreement made by Contractor hereunder or arising out of Contractor's services.
13. Assignment. Contractor may not assign, subcontract, sublet, or transfer its interest in this Agreement without the prior written consent of the County.
14. Non-discrimination. Contractor agrees not to discriminate in the provision of service under this Agreement on the basis of race, color, religion, marital status, national origin, ancestry, sex, sexual orientation, physical or mental handicap, age, or medical condition.
15. Choice of Law. The laws of the State of California shall govern this agreement.

16. Interpretation. This agreement is the result of the joint efforts of both parties and their attorneys. The agreement and each of its provisions will be interpreted fairly, simply, and not strictly for or against either party.
17. Integration. This Agreement constitutes the entire understanding between the parties respecting the subject matter contained herein and supersedes any and all prior oral or written agreements regarding such subject matter.
18. Severability. The invalidity of any provision of this Agreement, as determined by a court of competent jurisdiction, shall in no way affect the validity of any other provision hereof.
19. Headings. The headings and captions contained in this Agreement are for convenience only, and shall be of no force or effect in construing and interpreting the provisions of this Agreement.
20. Waiver of Rights. No delay or failure of either party in exercising any right, and no partial or single exercise of any right, shall be deemed to constitute a waiver of that right or any other right.
21. Conflict of Interest. The parties to this Agreement have read and are aware of the provisions of Government Code section 1090 *et seq.* and section 87100 *et seq.* relating to conflicts of interest of public officers and employees. Contractor represents that it is unaware of any financial or economic interest of any public officer or employee of County relating to this Agreement. It is further understood and agreed that if such a financial interest does exist at the inception of this Agreement and is later discovered by the County, the County may immediately terminate this Agreement by giving written notice to Contractor.
22. Notice Addresses. All notices under this Agreement shall be effective only if made in writing and delivered by personal service or by mail and addressed as follows. Either party may, by written notice to the other, change its own mailing address.

County:

Plumas County Sheriff's Office  
County of Plumas  
1400 East Main Street  
Quincy, Ca, 95971  
Attention: Steve Clark

Contractor:

North Fork Medicine  
1060 Valley View Drive  
Quincy, Ca, 95971  
Attention: Dr. Ross Morgan

23. **Time of the Essence.** Time is hereby expressly declared to be of the essence of this Agreement and of each and every provision thereof, and each such provision is hereby made and declared to be a material, necessary, and essential part of this Agreement.
24. **Contract Execution.** Each individual executing this Agreement on behalf of Contractor represents that he or she is fully authorized to execute and deliver this Agreement.
25. **Retention of Records.** If the maximum compensation payable under section 2 of this Agreement exceeds \$10,000, then, pursuant to California Government Code section 8546.7, the performance of any work under this Agreement is subject to the examination and audit of the State Auditor at the request of the County or as part of any audit of the County for a period of three years after final payment under the Agreement. Each party hereto shall retain all records relating to the performance and administration of this Agreement for three years after final payment hereunder, and Contractor agrees to provide such records either to the County or to the State Auditor upon the request of either the State Auditor or the County.
26. **Conflicts.** In the event of any conflict between the terms of this Agreement and the terms of any exhibit hereto, the terms of this Agreement shall control, and the conflicting term of the exhibit shall be given no effect. Any limitation of liability contained in an attached exhibit shall be null and void.

IN WITNESS WHEREOF, this Agreement has been executed as of the date set forth below.

**CONTRACTOR:**

By: \_\_\_\_\_  
Name: Ross Morgan MD  
Title: Doctor  
Date signed: \_\_\_\_\_

By: \_\_\_\_\_  
Name: Erin Barnes MD  
Title: Doctor  
Date signed: \_\_\_\_\_

By: \_\_\_\_\_  
Name: Paige Lewis MD  
Title: Doctor  
Date signed: \_\_\_\_\_

By: \_\_\_\_\_  
Name: Alexandra Hunt MD  
Title: Doctor

**COUNTY:**

County of Plumas, a political subdivision of  
the State of California

By: \_\_\_\_\_  
Name: Kevin Goss  
Title: Chair, Board of Supervisor  
Date signed: \_\_\_\_\_

Attest:  
By: \_\_\_\_\_  
Name: Heidi White

Title: Clerk of the Board  
Date signed: \_\_\_\_\_

Approved as to form:



Joshua Brechtel  
Deputy County Counsel I

6/14/2022

\_\_\_\_\_ COUNTY INITIALS \_\_\_\_\_

- 6 -

CONTRACTOR INITIALS \_\_\_\_\_

Date signed:

By: \_\_\_\_\_

Name: April Leonardo MD

Title: Doctor

Date signed:

By: \_\_\_\_\_

Name: Joseph Schad MD

Title: Doctor

Date signed

\_\_\_\_\_ COUNTY INITIALS

- 7 -

CONTRACTOR INITIALS \_\_\_\_\_

**EXHIBIT A**  
**Scope of Work**

Contractor shall provide the following medical services twenty-four hours a day, seven days a week. Contractor is not responsible for providing any nursing services under this Agreement.

On-Call: Physicians shall provide on-call services between 5 p.m. and 8 am. Monday through Friday, as well as weekends and holidays. Physicians will respond within thirty minutes to perform screening medical triage as defined below.

Triage: Triage will consist of phone conversations with jail nurse and/or correctional officers to determine urgency of medical need and appropriate plan for further medical evaluation.

Medical Evaluation:

Urgent life threatening inmate issues shall be handled through the Emergency Medical System while simultaneously notifying the on-call physician. No delay should be incurred by waiting for the on-call physician to respond. Physician may mitigate EMS services through direct communication with paramedics or EMTS.

Semi-urgent, non-life threatening issues will be handled through direct communication between the on-call physician and the on-call nurse. In most cases, the on-call nurse shall evaluate the inmate in person in a time frame reasonable to appropriately address the medical need at hand.

Non-urgent issues shall generally be addressed by the jail nurse during normal “sick call” hours.

Supervision: Physicians agree to provide “sick call”, “call-back” and “on-call” supervision to jail nurse via phone consultation. This may include telemedicine when deemed appropriate, when equipment becomes available. Physicians agree to report any medical service issues and work with the contracted Medical Director to rectify medical services to inmates.

Site Visits: Contracted physicians will perform site visits once weekly to perform face-to-face medical evaluations on inmates referred by the jail nurse. Physician will address any concerns brought forward by the jail staff. This onsite visit will generally occur on Fridays at 8:00 a.m. but may vary to accommodate physician schedules.

Medications: Physicians shall be solely responsible for prescribing inmate medications. Physician may direct the jail nurse to carry out dispensing of medications in conjunction with correctional officers.

Procedures: Minor office and surgical procedures may be performed by contracted physicians (i.e. joint injections, wound debridement, splinting, etc) as deemed medically appropriate. Traumas, including suspected fractures, dislocations, lacerations requiring repair, head injuries or injuries requiring imaging, i.e. x-rays, will be evaluated in the emergency room.

Nursing Services: Any nurses provided by the County, whether employees of the County or independent contractors, shall serve under the supervision of Contractor.

## **EXHIBIT B**

### **Fee Schedule**

1. For services satisfactorily rendered, and upon receipt and approval of an invoice for said services, the County agrees to compensate Contractor a flat fee of Seven Thousand Seven Hundred Fifty and No/100 Dollars (\$7,750.00) per month.
2. Invoices from Contractor shall be made no more frequently than monthly, and must be signed by an authorized representative of Contractor. Invoices shall be submitted to the Project Manager designated by the County at the address provided in Section 6.4 of this Agreement.
3. County shall be responsible for the payment of all medical prescriptions, laboratory testing services, medical bills for hospitalized inmates, over-the-counter medications, and medical supplies not otherwise covered by this Agreement. The County shall pay these costs directly to the vendors of such goods and services, unless an alternative arrangement is approved in writing by the County's Project Manager.
4. Contractor shall be responsible for the costs of providing medical samples, as obtained, for use by the inmates.
5. County shall be responsible for the payment of any premiums for physician's malpractice insurance required under this Agreement, as well as the costs of all nursing services provided at the jail.



# Office of the Sheriff

## Office of Emergency Services

1400 E. Main Street, Quincy, California 95971 • (530) 283-6375 • Fax 283-6344

TODD JOHNS  
SHERIFF/CORONER  
DIRECTOR

## Memorandum

**DATE:** **June 16, 2022**

**TO:** **Honorable Board of Supervisors**

**FROM:** **Sheriff Todd Johns**

**RE:** **Agenda Item for the meeting of June 28, 2022**

**RECOMMENDATION:**

Approve and sign contract between Plumas County Sheriff's Office and Dale Harris DDS for the amount of Sixty Thousand Dollars, (\$60,000.00).

**BACKGROUND & DISCUSSION:**

The Plumas County Correctional Facility is required to provide dental treatment to include check-ups, dental exams, extractions and or dentures for inmates.

Agreement has been approved to form by County Counsel.

## Services Agreement

This Agreement is made by and between the COUNTY OF PLUMAS, a political subdivision of the State of California, by and through its **Plumas County Sheriff's Office** (hereinafter referred to as "County"), and Dale Harris, DDS an Individual (hereinafter referred to as "Contractor").

The parties agree as follows:

1. Scope of Work. Contractor shall provide the County with services as set forth in Exhibit A, attached hereto.
2. Compensation. County shall pay Contractor for services provided to County pursuant to this Agreement in the manner set forth in Exhibit B, attached hereto. The total amount paid by County to Contractor under this Agreement shall not exceed Sixty Thousand Dollars (\$60,000.00).
3. Term. The term of this agreement shall be from July 1, 2022 through June 30th, 2023, unless terminated earlier as provided herein. County's Board of Supervisors hereby ratifies, and approves for payment, services provided by Contractor from July 1, 2022 to the date of approval of this Agreement by the Board of Supervisors.
4. Termination. Either party may terminate this agreement by giving thirty (30) days written notice to the other party.
5. Non-Appropriation of Funds. It is mutually agreed that if, for the current fiscal year and/or any subsequent fiscal years covered under this Agreement, insufficient funds are appropriated to make the payments called for by this Agreement, this Agreement shall be of no further force or effect. In this event, the County shall have no liability to pay any further funds whatsoever to Contractor or furnish any other consideration under this Agreement and Contractor shall not be obligated to perform any further services under this Agreement. If funding for any fiscal year is reduced or deleted for the purposes of this program, the County shall have the option to either cancel this Agreement with no further liability incurring to the County, or offer an amendment to Contractor to reflect the reduced amount available to the program. The parties acknowledge and agree that the limitations set forth above are required by Article XVI, section 18 of the California Constitution. Contractor acknowledges and agrees that said Article XVI, section 18 of the California Constitution supersedes any conflicting law, rule, regulation or statute.
6. Warranty and Legal Compliance. The services provided under this Agreement are non-exclusive and shall be completed promptly and competently. Contractor shall guarantee all parts and labor for a period of one year following the expiration of the term of this Agreement unless otherwise specified in Exhibit A. Contractor agrees to comply with all applicable terms of state and federal laws and regulations, all applicable grant funding conditions, and all applicable terms of the Plumas County Code and the Plumas County Purchasing and Practice Policies.

7. Amendment. This Agreement may be amended at any time by mutual agreement of the parties, expressed in writing and duly executed by both parties. No alteration of the terms of this Agreement shall be valid or binding upon either party unless made in writing and duly executed by both parties.
8. Indemnification. To the furthest extent permitted by law (including without limitation California Civil Code Sections 2782 and 2782.8, if applicable), County shall not be liable for, and Contractor shall defend and indemnify County and its officers, agents, employees, and volunteers (collectively “County Parties”), against any and all claims, deductibles, self-insured retentions, demands, liability, judgments, awards, fines, mechanics’ liens or other liens, labor disputes, losses, damages, expenses, charges or costs of any kind or character, including attorney’s fees and court costs (hereinafter collectively referred to as “Claims”), which arise out of or are in any way connected to the work covered by this Agreement arising either directly or indirectly from any act, error, omission or negligence of Contractor or its officers, employees, agents, contractors, licensees or servants, including, without limitation, Claims caused by the concurrent negligent act, error or omission, whether active or passive of County Parties. Contractor shall have no obligation, however, to defend or indemnify County Parties from a Claim if it is determined by a court of competent jurisdiction that such Claim was caused by the sole negligence or willful misconduct of County Parties. The obligations of this indemnity shall be for the full amount of all damage to County, including defense costs, and shall not be limited by any insurance limits.
9. Insurance. Contractor agrees to maintain the following insurance coverage throughout the term of this Agreement:
  - a. Commercial general liability (and professional liability, if applicable to the services provided) coverage, with minimum per occurrence limit of the greater of (i) the limit available on the policy, or (ii) one million dollars (\$1,000,000).
  - b. Automobile liability coverage (including non-owned automobiles), with minimum bodily injury limit of the greater of (i) the limit available on the policy, or (ii) two-hundred fifty thousand dollars (\$250,000) per person and five hundred thousand dollars (\$500,000) per accident, as well as a minimum property damage limit of the greater of (i) the limit available on the policy, or (ii) fifty thousand dollars (\$50,000) per accident.
  - c. Each policy of commercial general liability (and professional liability, if applicable to the services provided) coverage and automobile liability coverage (including non-owned automobiles) shall meet the following requirements:
    - i. Each policy shall be endorsed to name the County, its officers, officials, employees, representatives and agents (collectively, for the purpose of this section 9, the “County”) as additional insureds. The Additional Insured

\_\_\_\_\_ COUNTY INITIALS

CONTRACTOR INITIALS \_\_\_\_\_

endorsement shall be at least as broad as ISO Form Number CG 20 38 04 13; and

- ii. All coverage available under such policy to Contractor, as the named insured, shall also be available and applicable to the County, as the additional insured; and
- iii. All of Contractor's available insurance proceeds in excess of the specified minimum limits shall be available to satisfy any and all claims of the County, including defense costs and damages; and
- iv. Any insurance limitations are independent of and shall not limit the indemnification terms of this Agreement; and
- v. Contractor's policy shall be primary insurance as respects the County, its officers, officials, employees, representatives and agents, and any insurance or self-insurance maintained by the County, its officers, officials, employees, representatives and agents shall be in excess of the Contractor's insurance and shall not contribute with it, and such policy shall contain any endorsements necessary to effectuate this provision. The primary and non-contributory endorsement shall be at least as broad as ISO Form 20 01 04 13; and
- vi. To the extent that Contractor carries any excess insurance policy applicable to the work performed under this Agreement, such excess insurance policy shall also apply on a primary and non-contributory basis for the benefit of the County before the County's own primary insurance policy or self-insurance shall be called upon to protect it as a named insured, and such policy shall contain any endorsements necessary to effectuate this provision.

- d. Workers Compensation insurance in accordance with California state law.

If requested by County in writing, Contractor shall furnish a certificate of insurance satisfactory to County as evidence that the insurance required above is being maintained. Said certificate of insurance shall include a provision stating that the insurers will not cancel the insurance coverage without thirty (30) days' prior written notice to the County. County reserves the right to require complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by these specifications at any time. Contractor shall require all subcontractors to comply with all indemnification and insurance requirements of this agreement, and Contractor shall verify subcontractor's compliance.

10. **Licenses and Permits.** Contractor represents and warrants to County that it or its principals have all licenses, permits, qualifications, and approvals of whatsoever nature that are legally required for Contractor to practice its profession and to perform its duties and obligations under this Agreement. Contractor represents and warrants to County that Contractor shall, at its sole cost and expense, keep in effect at all times during the term of

this Agreement any licenses, permits, and approvals that are legally required for Contractor or its principals to practice its professions and to perform its duties and obligations under this Agreement.

11. Relationship of Parties. It is understood that Contractor is not acting hereunder as an employee of the County, but solely as an independent contractor. Contractor, by virtue of this Agreement, has no authority to bind, or incur any obligation on behalf of, County. Except as expressly provided in this Agreement, Contractor has no authority or responsibility to exercise any rights or power vested in County. It is understood by both Contractor and County that this Agreement shall not under any circumstances be construed or considered to create an employer-employee relationship or joint venture.
12. Professional Services Contract. Contractor represents and warrants that Contractor customarily and regularly exercises discretion and independent judgment in the performance of the services, and that those services fall within those stated in California Labor Code section 2778. Contractor represents and warrants that Contractor maintains a separate business location and has all required business licenses and tax registration, if any, in order to perform services under this Agreement. Contractor shall have the right to set their own hours and location of work, consistent with the nature of the services provided under this Agreement. Contractor shall determine the method, means and manner of performance including, but not limited to, such matters as outlined in Exhibit "A" without restriction by County. County is interested only in the results to be achieved from Contractor's performance of the services Contractor shall provide their own resources and equipment and direct their operation in all respects when necessary to perform these services. Notwithstanding this Agreement, Contractor shall have the right to provide the same or similar services to entities other than County without restriction, and holds themselves out to as available to perform the same type of work. County shall have no authority, control, or liability regarding Contractor's performance or activities before or after each instance, wherein, Contractor may perform under this Agreement. Contractor will at all times indemnify and hold County, and their respective agents, contractors and employees harmless from any and all claims, damages, liabilities and costs (including attorneys' fees) arising out of any material breach by Contractor of any representation, warrant or agreement made by Contractor hereunder or arising out of Contractor's services.
13. Assignment. Contractor may not assign, subcontract, sublet, or transfer its interest in this Agreement without the prior written consent of the County.
14. Non-discrimination. Contractor agrees not to discriminate in the provision of service under this Agreement on the basis of race, color, religion, marital status, national origin, ancestry, sex, sexual orientation, physical or mental handicap, age, or medical condition.
15. Choice of Law. The laws of the State of California shall govern this agreement.
16. Interpretation. This agreement is the result of the joint efforts of both parties and their attorneys. The agreement and each of its provisions will be interpreted fairly, simply, and not strictly for or against either party.

17. Integration. This Agreement constitutes the entire understanding between the parties respecting the subject matter contained herein and supersedes any and all prior oral or written agreements regarding such subject matter.
18. Severability. The invalidity of any provision of this Agreement, as determined by a court of competent jurisdiction, shall in no way affect the validity of any other provision hereof.
19. Headings. The headings and captions contained in this Agreement are for convenience only, and shall be of no force or effect in construing and interpreting the provisions of this Agreement.
20. Waiver of Rights. No delay or failure of either party in exercising any right, and no partial or single exercise of any right, shall be deemed to constitute a waiver of that right or any other right.
21. Conflict of Interest. The parties to this Agreement have read and are aware of the provisions of Government Code section 1090 *et seq.* and section 87100 *et seq.* relating to conflicts of interest of public officers and employees. Contractor represents that it is unaware of any financial or economic interest of any public officer or employee of County relating to this Agreement. It is further understood and agreed that if such a financial interest does exist at the inception of this Agreement and is later discovered by the County, the County may immediately terminate this Agreement by giving written notice to Contractor.
22. Notice Addresses. All notices under this Agreement shall be effective only if made in writing and delivered by personal service or by mail and addressed as follows. Either party may, by written notice to the other, change its own mailing address.

County:

Plumas County Sheriff's Office  
County of Plumas  
1400 East Main Street  
Quincy, Ca, 95971  
Attention: Steve Clark

Contractor:

Dale Harris  
78 Central Avenue  
Quincy, Ca, 95971  
Attention: Doctor Dale Harris

23. Time of the Essence. Time is hereby expressly declared to be of the essence of this Agreement and of each and every provision thereof, and each such provision is hereby made and declared to be a material, necessary, and essential part of this Agreement.

\_\_\_\_\_ COUNTY INITIALS

- 5 -

CONTRACTOR INITIALS \_\_\_\_\_

24. **Contract Execution.** Each individual executing this Agreement on behalf of Contractor represents that he or she is fully authorized to execute and deliver this Agreement.
25. **Retention of Records.** If the maximum compensation payable under section 2 of this Agreement exceeds \$10,000, then, pursuant to California Government Code section 8546.7, the performance of any work under this Agreement is subject to the examination and audit of the State Auditor at the request of the County or as part of any audit of the County for a period of three years after final payment under the Agreement. Each party hereto shall retain all records relating to the performance and administration of this Agreement for three years after final payment hereunder, and Contractor agrees to provide such records either to the County or to the State Auditor upon the request of either the State Auditor or the County.
26. **Conflicts.** In the event of any conflict between the terms of this Agreement and the terms of any exhibit hereto, the terms of this Agreement shall control, and the conflicting term of the exhibit shall be given no effect. Any limitation of liability contained in an attached exhibit shall be null and void.

IN WITNESS WHEREOF, this Agreement has been executed as of the date set forth below.

**CONTRACTOR:**

Dale Harris, DDS, Individual

By: \_\_\_\_\_  
Name: Dale Harris, DDS  
Title: Individual  
Date signed:

**COUNTY:**

County of Plumas, a political subdivision of  
the State of California

By: \_\_\_\_\_  
Name: Kevin Goss  
Title: Chair, Board of Supervisor  
Date signed:

Attest:  
By: \_\_\_\_\_  
Name: Heidi White  
Title: Clerk Plumas County Board of  
Supervisors  
Date signed:

Approved as to form:



Joshua Brechtle  
Deputy County Counsel I

6/14/2022

**EXHIBIT A**

**Scope of Work**

**See attached.**

May 18, 2022

## Proposal Correctional Dental Services

This proposal is to provide services to the Plumas County Correctional Facility and enter into a contract.

Services to be provided by Dale V. Harris D.D.S. 78 E. Central Avenue, Quincy, California. California Dental License #30740.

The services and the amount of the services we shall provide shall be as follows, but not limited to:

Provide routine dental screening on inmates in order to address oral hygiene, determine if extractions are needed or fill cavities where cost is less than extraction or deemed necessary.

Provide full or partial dental prosthetics when needed in order to promote improved health.

Provide hygiene education to inmates during the visit in order to improve the inmate's oral health care.

Work in coordination with the Medical Director and nursing staff at the Plumas County Correctional Facility in regards to inmate oral health.

When possible, be available to see inmates on emergent dental procedures.

Follow the National Commission on Correctional Health Care, (NCCHC) standards where possible.

We shall provide dental services to inmates at the Plumas County Correctional Facility. Such services shall be on as-needed basis upon request of the County. County shall contact our office to schedule services under an agreement. Inmates are to be transported to our office at the expense of the County.

**EXHIBIT B**

**Fee Schedule**

See attached.

\_\_\_\_\_ COUNTY INITIALS

- 8 -

CONTRACTOR INITIALS\_\_\_\_\_

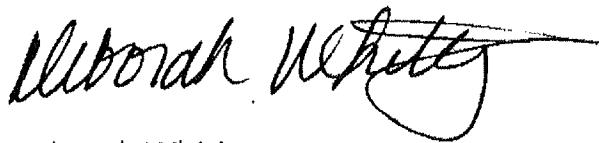
The following dental services shall be provided at the fees listed, each such fee being a flat, all-inclusive fee for that particular service:

Oral Evaluation (exam): \$71  
Intra Oral X-Rays (each): \$26  
Panographic X-Ray (whole mouth): \$97  
Simple extraction: \$150  
Surgical extraction: \$242  
Composite filling: not to exceed \$257  
Mouth debridement (scale) of teeth: \$86  
Root canal treatment depending on tooth: \$622-\$921  
Partial dental prosthetic (upper or lower): \$1515  
Full dental prosthetic (upper or lower): \$1510  
Emergency after hours (office visit): \$130

We require a 24-hour cancellation notice. If appointments are not cancelled within 24-hours of appointments, there will be a \$50.00 cancellation fee charged per patient.

Our office will provide an estimate when necessary for denture work upon approval from the Commander.

Respectfully submitted,



Deborah Whiting  
Office Manager  
Dale V. Harris D.D.S.



# Office of the Sheriff

## Office of Emergency Services

1400 E. Main Street, Quincy, California 95971 • (530) 283-6375 • Fax 283-6344

TODD JOHNS  
SHERIFF/CORONER  
DIRECTOR

## Memorandum

**DATE:** June 16, 2022  
**TO:** Honorable Board of Supervisors  
**FROM:** Sheriff Todd Johns  
**RE:** Agenda Items for the meeting of June 28, 2022

**It is recommended that the Board:**

Approve and sign contract #PCSO00136 between the Plumas County Sheriff's Office (PCSO) and May Nursing Services in the amount of \$413,000.00.

**Background and Discussion:**

This purpose of this agreement with May Nursing Services is to provide medical services to Jail inmates as required by law.

Agreement has been reviewed and approved as to form by County Counsel.

## PCSO00136

### Services Agreement

This Agreement is made by and between the COUNTY OF PLUMAS, a political subdivision of the State of California, by and through its **Plumas County Sheriff's Office** (hereinafter referred to as "County"), and Bobbi May, a sole proprietor doing business as May Nursing Services (hereinafter referred to as "Contractor").

The parties agree as follows:

1. Scope of Work. Contractor shall provide the County with services as set forth in Exhibit A, attached hereto.
2. Compensation. County shall pay Contractor for services provided to County pursuant to this Agreement in the manner set forth in Exhibit B, attached hereto. The total amount paid by County to Contractor under this Agreement shall not exceed Four Hundred Thirteen Thousand Dollars (\$413,000.00).
3. Term. The term of this agreement shall be from July 1, 2022 through June 30th, 2023, unless terminated earlier as provided herein. County's Board of Supervisors hereby ratifies, and approves for payment, services provided by Contractor from July 1, 2022 to the date of approval of this Agreement by the Board of Supervisors.
4. Termination. Either party may terminate this agreement by giving thirty (30) days written notice to the other party.
5. Non-Appropriation of Funds. It is mutually agreed that if, for the current fiscal year and/or any subsequent fiscal years covered under this Agreement, insufficient funds are appropriated to make the payments called for by this Agreement, this Agreement shall be of no further force or effect. In this event, the County shall have no liability to pay any further funds whatsoever to Contractor or furnish any other consideration under this Agreement and Contractor shall not be obligated to perform any further services under this Agreement. If funding for any fiscal year is reduced or deleted for the purposes of this program, the County shall have the option to either cancel this Agreement with no further liability incurring to the County, or offer an amendment to Contractor to reflect the reduced amount available to the program. The parties acknowledge and agree that the limitations set forth above are required by Article XVI, section 18 of the California Constitution. Contractor acknowledges and agrees that said Article XVI, section 18 of the California Constitution supersedes any conflicting law, rule, regulation or statute.
6. Warranty and Legal Compliance. The services provided under this Agreement are non-exclusive and shall be completed promptly and competently. Contractor shall guarantee all parts and labor for a period of one year following the expiration of the term of this Agreement unless otherwise specified in Exhibit A. Contractor agrees to comply with all applicable terms of state and federal laws and regulations, all applicable grant funding

conditions, and all applicable terms of the Plumas County Code and the Plumas County Purchasing and Practice Policies.

7. Amendment. This Agreement may be amended at any time by mutual agreement of the parties, expressed in writing and duly executed by both parties. No alteration of the terms of this Agreement shall be valid or binding upon either party unless made in writing and duly executed by both parties.
8. Indemnification. To the furthest extent permitted by law (including without limitation California Civil Code Sections 2782 and 2782.8, if applicable), County shall not be liable for, and Contractor shall defend and indemnify County and its officers, agents, employees, and volunteers (collectively “County Parties”), against any and all claims, deductibles, self-insured retentions, demands, liability, judgments, awards, fines, mechanics’ liens or other liens, labor disputes, losses, damages, expenses, charges or costs of any kind or character, including attorney’s fees and court costs (hereinafter collectively referred to as “Claims”), which arise out of or are in any way connected to the work covered by this Agreement arising either directly or indirectly from any act, error, omission or negligence of Contractor or its officers, employees, agents, contractors, licensees or servants, including, without limitation, Claims caused by the concurrent negligent act, error or omission, whether active or passive of County Parties. Contractor shall have no obligation, however, to defend or indemnify County Parties from a Claim if it is determined by a court of competent jurisdiction that such Claim was caused by the sole negligence or willful misconduct of County Parties. The obligations of this indemnity shall be for the full amount of all damage to County, including defense costs, and shall not be limited by any insurance limits.
9. Insurance. Contractor agrees to maintain the following insurance coverage throughout the term of this Agreement:
  - a. Commercial general liability (and professional liability, if applicable to the services provided) coverage, with minimum per occurrence limit of the greater of (i) the limit available on the policy, or (ii) one million dollars (\$1,000,000).
  - b. Automobile liability coverage (including non-owned automobiles), with minimum bodily injury limit of the greater of (i) the limit available on the policy, or (ii) two-hundred fifty thousand dollars (\$250,000) per person and five hundred thousand dollars (\$500,000) per accident, as well as a minimum property damage limit of the greater of (i) the limit available on the policy, or (ii) fifty thousand dollars (\$50,000) per accident.
  - c. Each policy of commercial general liability (and professional liability, if applicable to the services provided) coverage and automobile liability coverage (including non-owned automobiles) shall meet the following requirements:

- i. Each policy shall be endorsed to name the County, its officers, officials, employees, representatives and agents (collectively, for the purpose of this section 9, the "County") as additional insureds. The Additional Insured endorsement shall be at least as broad as ISO Form Number CG 20 38 04 13; and
- ii. All coverage available under such policy to Contractor, as the named insured, shall also be available and applicable to the County, as the additional insured; and
- iii. All of Contractor's available insurance proceeds in excess of the specified minimum limits shall be available to satisfy any and all claims of the County, including defense costs and damages; and
- iv. Any insurance limitations are independent of and shall not limit the indemnification terms of this Agreement; and
- v. Contractor's policy shall be primary insurance as respects the County, its officers, officials, employees, representatives and agents, and any insurance or self-insurance maintained by the County, its officers, officials, employees, representatives and agents shall be in excess of the Contractor's insurance and shall not contribute with it, and such policy shall contain any endorsements necessary to effectuate this provision. The primary and non-contributory endorsement shall be at least as broad as ISO Form 20 01 04 13; and
- vi. To the extent that Contractor carries any excess insurance policy applicable to the work performed under this Agreement, such excess insurance policy shall also apply on a primary and non-contributory basis for the benefit of the County before the County's own primary insurance policy or self-insurance shall be called upon to protect it as a named insured, and such policy shall contain any endorsements necessary to effectuate this provision.

d. Workers Compensation insurance in accordance with California state law.

If requested by County in writing, Contractor shall furnish a certificate of insurance satisfactory to County as evidence that the insurance required above is being maintained. Said certificate of insurance shall include a provision stating that the insurers will not cancel the insurance coverage without thirty (30) days' prior written notice to the County. County reserves the right to require complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by these specifications at any time. Contractor shall require all subcontractors to comply with all indemnification and insurance requirements of this agreement, and Contractor shall verify subcontractor's compliance.

10. Licenses and Permits. Contractor represents and warrants to County that it or its principals have all licenses, permits, qualifications, and approvals of whatsoever nature

\_\_\_\_\_ COUNTY INITIALS

CONTRACTOR INITIALS \_\_\_\_\_

that are legally required for Contractor to practice its profession and to perform its duties and obligations under this Agreement. Contractor represents and warrants to County that Contractor shall, at its sole cost and expense, keep in effect at all times during the term of this Agreement any licenses, permits, and approvals that are legally required for Contractor or its principals to practice its professions and to perform its duties and obligations under this Agreement.

11. Relationship of Parties. It is understood that Contractor is not acting hereunder as an employee of the County, but solely as an independent contractor. Contractor, by virtue of this Agreement, has no authority to bind, or incur any obligation on behalf of, County. Except as expressly provided in this Agreement, Contractor has no authority or responsibility to exercise any rights or power vested in County. It is understood by both Contractor and County that this Agreement shall not under any circumstances be construed or considered to create an employer-employee relationship or joint venture.
12. Professional Services Contract. Contractor represents and warrants that Contractor customarily and regularly exercises discretion and independent judgment in the performance of the services, and that those services fall within those stated in California Labor Code section 2778. Contractor represents and warrants that Contractor maintains a separate business location and has all required business licenses and tax registration, if any, in order to perform services under this Agreement. Contractor shall have the right to set their own hours and location of work, consistent with the nature of the services provided under this Agreement. Contractor shall determine the method, means and manner of performance including, but not limited to, such matters as outlined in Exhibit "A" without restriction by County. County is interested only in the results to be achieved from Contractor's performance of the services Contractor shall provide their own resources and equipment and direct their operation in all respects when necessary to perform these services. Notwithstanding this Agreement, Contractor shall have the right to provide the same or similar services to entities other than County without restriction, and holds themselves out to as available to perform the same type of work. County shall have no authority, control, or liability regarding Contractor's performance or activities before or after each instance, wherein, Contractor may perform under this Agreement. Contractor will at all times indemnify and hold County, and their respective agents, contractors and employees harmless from any and all claims, damages, liabilities and costs (including attorneys' fees) arising out of any material breach by Contractor of any representation, warrant or agreement made by Contractor hereunder or arising out of Contractor's services.
13. Assignment. Contractor may not assign, subcontract, sublet, or transfer its interest in this Agreement without the prior written consent of the County.
14. Non-discrimination. Contractor agrees not to discriminate in the provision of service under this Agreement on the basis of race, color, religion, marital status, national origin, ancestry, sex, sexual orientation, physical or mental handicap, age, or medical condition.
15. Choice of Law. The laws of the State of California shall govern this agreement.

16. Interpretation. This agreement is the result of the joint efforts of both parties and their attorneys. The agreement and each of its provisions will be interpreted fairly, simply, and not strictly for or against either party.
17. Integration. This Agreement constitutes the entire understanding between the parties respecting the subject matter contained herein and supersedes any and all prior oral or written agreements regarding such subject matter.
18. Severability. The invalidity of any provision of this Agreement, as determined by a court of competent jurisdiction, shall in no way affect the validity of any other provision hereof.
19. Headings. The headings and captions contained in this Agreement are for convenience only, and shall be of no force or effect in construing and interpreting the provisions of this Agreement.
20. Waiver of Rights. No delay or failure of either party in exercising any right, and no partial or single exercise of any right, shall be deemed to constitute a waiver of that right or any other right.
21. Conflict of Interest. The parties to this Agreement have read and are aware of the provisions of Government Code section 1090 *et seq.* and section 87100 *et seq.* relating to conflicts of interest of public officers and employees. Contractor represents that it is unaware of any financial or economic interest of any public officer or employee of County relating to this Agreement. It is further understood and agreed that if such a financial interest does exist at the inception of this Agreement and is later discovered by the County, the County may immediately terminate this Agreement by giving written notice to Contractor.
22. Notice Addresses. All notices under this Agreement shall be effective only if made in writing and delivered by personal service or by mail and addressed as follows. Either party may, by written notice to the other, change its own mailing address.

County:

Plumas County Sheriff's Office  
County of Plumas  
1400 East Main Street  
Quincy, Ca, 95971  
Attention: Steve Clark

Contractor:

May Nursing Services  
5938 Chandler Road  
Quincy, Ca, 95971  
Attention: Bobbi May

23. **Time of the Essence.** Time is hereby expressly declared to be of the essence of this Agreement and of each and every provision thereof, and each such provision is hereby made and declared to be a material, necessary, and essential part of this Agreement.
24. **Contract Execution.** Each individual executing this Agreement on behalf of Contractor represents that he or she is fully authorized to execute and deliver this Agreement.
25. **Retention of Records.** If the maximum compensation payable under section 2 of this Agreement exceeds \$10,000, then, pursuant to California Government Code section 8546.7, the performance of any work under this Agreement is subject to the examination and audit of the State Auditor at the request of the County or as part of any audit of the County for a period of three years after final payment under the Agreement. Each party hereto shall retain all records relating to the performance and administration of this Agreement for three years after final payment hereunder, and Contractor agrees to provide such records either to the County or to the State Auditor upon the request of either the State Auditor or the County.
26. **Conflicts.** In the event of any conflict between the terms of this Agreement and the terms of any exhibit hereto, the terms of this Agreement shall control, and the conflicting term of the exhibit shall be given no effect. Any limitation of liability contained in an attached exhibit shall be null and void.

IN WITNESS WHEREOF, this Agreement has been executed as of the date set forth below.

**CONTRACTOR:**

Bobbi May, a sole proprietor doing business as  
May Nursing Services.

By: \_\_\_\_\_  
Name: Bobbi May  
Title: Owner  
Date signed: \_\_\_\_\_

**COUNTY:**

County of Plumas, a political subdivision of  
the State of California

By: \_\_\_\_\_  
Name: Kevin Goss  
Title: Chair, Board of Supervisor  
Date signed: \_\_\_\_\_

Attest:  
By: \_\_\_\_\_  
Name: Heidi White  
Title: Clerk of the Board  
Date signed: \_\_\_\_\_

Approved as to form:



Joshua Brechtel  
Deputy County Counsel I

6/14/2022

\_\_\_\_\_ COUNTY INITIALS \_\_\_\_\_

- 6 -

CONTRACTOR INITIALS \_\_\_\_\_

## **EXHIBIT A**

### **Scope of Work**

1. Purpose. To deliver quality, respectful medical services to inmates at the Plumas County Correctional Facility (“PCCF”). See attached work proposal from May Nursing Services
2. Services to be provided. Contractor shall provide professional nursing services to the PCCF, as follows:
  - a. One (1) nurse shall be on duty and available to the jail Monday through Sunday (excluding holidays) between 7 a.m. and 12 a.m. (excluding a one-hour lunch-break) to provide daily “sick call”, set up medication to be dispensed throughout the day, dispense medications to inmates while at the facility during routine hours. Nurse shall handle all other tasks related to the provision of nursing services under this Agreement.
  - b. At least one (1) nurse shall be on-call at all other times, including holidays, to provide call-back nursing services as requested by the PCCF with reasonable response times.
  - c. County and Contractor shall coordinate to provide any necessary training to PCCF staff as to appropriate situations to request call-back nursing services.
  - d. Contractor shall ensure that the PCCF has the contact information, including telephone number, of the designated on-call nurse(s) at all times. If the designated on-call nurse does not respond, County may contact Contractor and request that a substitute on-call nurse respond.
  - e. All nurses shall be supervised by doctors associated with the North Fork Family Medicine practice group and the Medical director contracted by the county. Contractor shall enter into an appropriate agreement with North Fork Family Medicine to provide for such supervision. Nurses shall perform triage on medical requests from inmate patients and shall consult with physicians regarding care and treatment of inmate patients as is necessary and appropriate. Nurses shall oversee the dispensing of medications to inmate patients in accordance with physician orders.

**EXHIBIT B**

**Fee Schedule**

1. For services satisfactorily rendered, and upon receipt and approval of an invoice for said services, the County agrees to compensate Contractor a flat fee of Thirty two thousand four hundred sixteen and 66/100 Dollars \$34,416.66 per month.
2. Invoices from Contractor shall be made no more frequently than monthly, and must be signed by an authorized representative of Contractor. Invoices shall be submitted to the representative designated by the County at the address provided in Section 6.4 of this Agreement.
3. Contractor shall be responsible for the payment of all premiums for insurance required under this Agreement.



# Office of the Sheriff

## Office of Emergency Services

1400 E. Main Street, Quincy, California 95971 • (530) 283-6375 • Fax 283-6344

TODD JOHNS  
SHERIFF/CORONER  
DIRECTOR

## Memorandum

**DATE:** June 16, 2022  
**TO:** Honorable Board of Supervisors  
**FROM:** Sheriff Todd Johns  
**RE:** Agenda Items for the meeting of June 28, 2022

**It is recommended that the Board:**

Approve and sign contract #PCSO00162 between the Plumas County Sheriff's Office (PCSO) and Joseph Schad D.O in the amount of \$162,000.

**Background and Discussion:**

This purpose of this agreement with Joseph Schad D.O is to provide medical Director services over Northfork Medical and May Nursing services for Jail inmates as required by law.

Agreement has been reviewed and approved as to form by County Counsel.

**PCSO00157**

**Services Agreement**

This Agreement is made by and between the COUNTY OF PLUMAS, a political subdivision of the State of California, by and through its **Plumas County Sheriff's Office** (hereinafter referred to as "County"), and Joseph Schad, D.O. an individual (hereinafter referred to as "Contractor").

The parties agree as follows:

1. **Scope of Work.** Contractor shall provide the County with services as set forth in Exhibit A, attached hereto.
2. **Compensation.** County shall pay Contractor for services provided to County pursuant to this Agreement in the manner set forth in Exhibit B, attached hereto. The total amount paid by County to Contractor under this Agreement shall not exceed One Hundred Sixty Two Thousand Dollars (\$162,000.00).
3. **Term.** The term of this agreement shall be from July 1, 2022 through June 30th, 2023, unless terminated earlier as provided herein. County's Board of Supervisors hereby ratifies, and approves for payment, services provided by Contractor from July 1, 2022 to the date of approval of this Agreement by the Board of Supervisors.
4. **Termination.** Either party may terminate this agreement by giving thirty (30) days written notice to the other party.
5. **Non-Appropriation of Funds.** It is mutually agreed that if, for the current fiscal year and/or any subsequent fiscal years covered under this Agreement, insufficient funds are appropriated to make the payments called for by this Agreement, this Agreement shall be of no further force or effect. In this event, the County shall have no liability to pay any further funds whatsoever to Contractor or furnish any other consideration under this Agreement and Contractor shall not be obligated to perform any further services under this Agreement. If funding for any fiscal year is reduced or deleted for the purposes of this program, the County shall have the option to either cancel this Agreement with no further liability incurring to the County, or offer an amendment to Contractor to reflect the reduced amount available to the program. The parties acknowledge and agree that the limitations set forth above are required by Article XVI, section 18 of the California Constitution. Contractor acknowledges and agrees that said Article XVI, section 18 of the California Constitution supersedes any conflicting law, rule, regulation or statute.
6. **Warranty and Legal Compliance.** The services provided under this Agreement are non-exclusive and shall be completed promptly and competently. Contractor shall guarantee all parts and labor for a period of one year following the expiration of the term of this Agreement unless otherwise specified in Exhibit A. Contractor agrees to comply with all applicable terms of state and federal laws and regulations, all applicable grant funding

COUNTY INITIALS

- 1 -

CONTRACTOR INITIALS

conditions, and all applicable terms of the Plumas County Code and the Plumas County Purchasing and Practice Policies.

7. Amendment. This Agreement may be amended at any time by mutual agreement of the parties, expressed in writing and duly executed by both parties. No alteration of the terms of this Agreement shall be valid or binding upon either party unless made in writing and duly executed by both parties.
8. Indemnification. To the furthest extent permitted by law (including without limitation California Civil Code Sections 2782 and 2782.8, if applicable), County shall not be liable for, and Contractor shall defend and indemnify County and its officers, agents, employees, and volunteers (collectively “County Parties”), against any and all claims, deductibles, self-insured retentions, demands, liability, judgments, awards, fines, mechanics’ liens or other liens, labor disputes, losses, damages, expenses, charges or costs of any kind or character, including attorney’s fees and court costs (hereinafter collectively referred to as “Claims”), which arise out of or are in any way connected to the work covered by this Agreement arising either directly or indirectly from any act, error, omission or negligence of Contractor or its officers, employees, agents, contractors, licensees or servants, including, without limitation, Claims caused by the concurrent negligent act, error or omission, whether active or passive of County Parties. Contractor shall have no obligation, however, to defend or indemnify County Parties from a Claim if it is determined by a court of competent jurisdiction that such Claim was caused by the sole negligence or willful misconduct of County Parties. The obligations of this indemnity shall be for the full amount of all damage to County, including defense costs, and shall not be limited by any insurance limits.
9. Insurance. Contractor agrees to maintain the following insurance coverage throughout the term of this Agreement:
  - a. Commercial general liability (and professional liability, if applicable to the services provided) coverage, with minimum per occurrence limit of the greater of (i) the limit available on the policy, or (ii) one million dollars (\$1,000,000).
  - b. Automobile liability coverage (including non-owned automobiles), with minimum bodily injury limit of the greater of (i) the limit available on the policy, or (ii) two-hundred fifty thousand dollars (\$250,000) per person and five hundred thousand dollars (\$500,000) per accident, as well as a minimum property damage limit of the greater of (i) the limit available on the policy, or (ii) fifty thousand dollars (\$50,000) per accident.
  - c. Each policy of commercial general liability (and professional liability, if applicable to the services provided) coverage and automobile liability coverage (including non-owned automobiles) shall meet the following requirements:

\_\_\_\_\_ COUNTY INITIALS

CONTRACTOR INITIALS \_\_\_\_\_

- i. Each policy shall be endorsed to name the County, its officers, officials, employees, representatives and agents (collectively, for the purpose of this section 9, the “County”) as additional insureds. The Additional Insured endorsement shall be at least as broad as ISO Form Number CG 20 38 04 13; and
  - ii. All coverage available under such policy to Contractor, as the named insured, shall also be available and applicable to the County, as the additional insured; and
  - iii. All of Contractor’s available insurance proceeds in excess of the specified minimum limits shall be available to satisfy any and all claims of the County, including defense costs and damages; and
  - iv. Any insurance limitations are independent of and shall not limit the indemnification terms of this Agreement; and
  - v. Contractor’s policy shall be primary insurance as respects the County, its officers, officials, employees, representatives and agents, and any insurance or self-insurance maintained by the County, its officers, officials, employees, representatives and agents shall be in excess of the Contractor’s insurance and shall not contribute with it, and such policy shall contain any endorsements necessary to effectuate this provision. The primary and non-contributory endorsement shall be at least as broad as ISO Form 20 01 04 13; and
  - vi. To the extent that Contractor carries any excess insurance policy applicable to the work performed under this Agreement, such excess insurance policy shall also apply on a primary and non-contributory basis for the benefit of the County before the County’s own primary insurance policy or self-insurance shall be called upon to protect it as a named insured, and such policy shall contain any endorsements necessary to effectuate this provision.
- d. Workers Compensation insurance in accordance with California state law.

If requested by County in writing, Contractor shall furnish a certificate of insurance satisfactory to County as evidence that the insurance required above is being maintained. Said certificate of insurance shall include a provision stating that the insurers will not cancel the insurance coverage without thirty (30) days’ prior written notice to the County. County reserves the right to require complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by these specifications at any time. Contractor shall require all subcontractors to comply with all indemnification and insurance requirements of this agreement, and Contractor shall verify subcontractor’s compliance.

10. Licenses and Permits. Contractor represents and warrants to County that it or its principals have all licenses, permits, qualifications, and approvals of whatsoever nature

\_\_\_\_\_ COUNTY INITIALS \_\_\_\_\_ CONTRACTOR INITIALS \_\_\_\_\_

that are legally required for Contractor to practice its profession and to perform its duties and obligations under this Agreement. Contractor represents and warrants to County that Contractor shall, at its sole cost and expense, keep in effect at all times during the term of this Agreement any licenses, permits, and approvals that are legally required for Contractor or its principals to practice its professions and to perform its duties and obligations under this Agreement.

11. **Relationship of Parties.** It is understood that Contractor is not acting hereunder as an employee of the County, but solely as an independent contractor. Contractor, by virtue of this Agreement, has no authority to bind, or incur any obligation on behalf of, County. Except as expressly provided in this Agreement, Contractor has no authority or responsibility to exercise any rights or power vested in County. It is understood by both Contractor and County that this Agreement shall not under any circumstances be construed or considered to create an employer-employee relationship or joint venture.
12. **Professional Services Contract.** Contractor represents and warrants that Contractor customarily and regularly exercises discretion and independent judgment in the performance of the services, and that those services fall within those stated in California Labor Code section 2778. Contractor represents and warrants that Contractor maintains a separate business location and has all required business licenses and tax registration, if any, in order to perform services under this Agreement. Contractor shall have the right to set their own hours and location of work, consistent with the nature of the services provided under this Agreement. Contractor shall determine the method, means and manner of performance including, but not limited to, such matters as outlined in Exhibit "A" without restriction by County. County is interested only in the results to be achieved from Contractor's performance of the services Contractor shall provide their own resources and equipment and direct their operation in all respects when necessary to perform these services. Notwithstanding this Agreement, Contractor shall have the right to provide the same or similar services to entities other than County without restriction, and holds themselves out to as available to perform the same type of work. County shall have no authority, control, or liability regarding Contractor's performance or activities before or after each instance, wherein, Contractor may perform under this Agreement. Contractor will at all times indemnify and hold County, and their respective agents, contractors and employees harmless from any and all claims, damages, liabilities and costs (including attorneys' fees) arising out of any material breach by Contractor of any representation, warrant or agreement made by Contractor hereunder or arising out of Contractor's services.
13. **Assignment.** Contractor may not assign, subcontract, sublet, or transfer its interest in this Agreement without the prior written consent of the County.
14. **Non-discrimination.** Contractor agrees not to discriminate in the provision of service under this Agreement on the basis of race, color, religion, marital status, national origin, ancestry, sex, sexual orientation, physical or mental handicap, age, or medical condition.
15. **Choice of Law.** The laws of the State of California shall govern this agreement.

\_\_\_\_\_ COUNTY INITIALS

CONTRACTOR INITIALS \_\_\_\_\_

16. Interpretation. This agreement is the result of the joint efforts of both parties and their attorneys. The agreement and each of its provisions will be interpreted fairly, simply, and not strictly for or against either party.
17. Integration. This Agreement constitutes the entire understanding between the parties respecting the subject matter contained herein and supersedes any and all prior oral or written agreements regarding such subject matter.
18. Severability. The invalidity of any provision of this Agreement, as determined by a court of competent jurisdiction, shall in no way affect the validity of any other provision hereof.
19. Headings. The headings and captions contained in this Agreement are for convenience only, and shall be of no force or effect in construing and interpreting the provisions of this Agreement.
20. Waiver of Rights. No delay or failure of either party in exercising any right, and no partial or single exercise of any right, shall be deemed to constitute a waiver of that right or any other right.
21. Conflict of Interest. The parties to this Agreement have read and are aware of the provisions of Government Code section 1090 *et seq.* and section 87100 *et seq.* relating to conflicts of interest of public officers and employees. Contractor represents that it is unaware of any financial or economic interest of any public officer or employee of County relating to this Agreement. It is further understood and agreed that if such a financial interest does exist at the inception of this Agreement and is later discovered by the County, the County may immediately terminate this Agreement by giving written notice to Contractor.
22. Notice Addresses. All notices under this Agreement shall be effective only if made in writing and delivered by personal service or by mail and addressed as follows. Either party may, by written notice to the other, change its own mailing address.

County:

Plumas County Sheriff's Office  
County of Plumas  
1400 East Main Street  
Quincy, Ca, 95971  
Attention: Steve Clark

Contractor:

Joseph Schad, D.O.  
205 Sierra Way  
Quincy, Ca, 95971  
Attention: Joseph Schad, D.O.

23. **Time of the Essence.** Time is hereby expressly declared to be of the essence of this Agreement and of each and every provision thereof, and each such provision is hereby made and declared to be a material, necessary, and essential part of this Agreement.
24. **Contract Execution.** Each individual executing this Agreement on behalf of Contractor represents that he or she is fully authorized to execute and deliver this Agreement.
25. **Retention of Records.** If the maximum compensation payable under section 2 of this Agreement exceeds \$10,000, then, pursuant to California Government Code section 8546.7, the performance of any work under this Agreement is subject to the examination and audit of the State Auditor at the request of the County or as part of any audit of the County for a period of three years after final payment under the Agreement. Each party hereto shall retain all records relating to the performance and administration of this Agreement for three years after final payment hereunder, and Contractor agrees to provide such records either to the County or to the State Auditor upon the request of either the State Auditor or the County.
26. **Conflicts.** In the event of any conflict between the terms of this Agreement and the terms of any exhibit hereto, the terms of this Agreement shall control, and the conflicting term of the exhibit shall be given no effect. Any limitation of liability contained in an attached exhibit shall be null and void.

IN WITNESS WHEREOF, this Agreement has been executed as of the date set forth below.

**CONTRACTOR:**

Joseph Schad, D.O., an individual

By: \_\_\_\_\_

Name: Joseph Schad, D.O.

Date signed: \_\_\_\_\_

**COUNTY:**

County of Plumas, a political subdivision of the State of California

By: \_\_\_\_\_

Name: Kevin Goss

Title: Chair, Board of Supervisor

Date signed: \_\_\_\_\_

Attest:

By: \_\_\_\_\_

Name: Heidi White

Title: Clerk of the Board

Date signed: \_\_\_\_\_

Approved as to form:



Joshua Brechtel  
Deputy County Counsel I

6/14/2022

\_\_\_\_\_ COUNTY INITIALS \_\_\_\_\_

CONTRACTOR INITIALS \_\_\_\_\_

**EXHIBIT A**

**Scope of Work**

See attached proposal presented by Joseph Schad, D.O., (9 pages)

\_\_\_\_\_ COUNTY INITIALS

CONTRACTOR INITIALS \_\_\_\_\_

## **EXHIBIT B**

### **Fee Schedule**

1. For services satisfactorily rendered, and upon receipt and approval of an invoice for said services, the County agrees to compensate Contractor a flat fee of Thirteen Thousand Five Hundred and No/100 Dollars (\$13,500.00) per month.
2. Invoices from Contractor shall be made no more frequently than monthly, and must be signed by an authorized representative of Contractor. Invoices shall be submitted to the Project Manager designated by the County at the address provided in Section 6.4 of this Agreement.
3. County shall be responsible for the payment of all medical prescriptions, laboratory testing services, medical bills for hospitalized inmates, over-the-counter medications, and medical supplies not otherwise covered by this Agreement. The County shall pay these costs directly to the vendors of such goods and services, unless an alternative arrangement is approved in writing by the County's Project Manager.
4. Contractor shall be responsible for the costs of providing medical samples, as obtained, for use by the inmates.

## STATEMENT OF WORK AS MEDICAL DIRECTOR

### A. INTENT

- a. To provide and coordinate comprehensive medical care services for inmates at correctional facilities managed by Plumas County Sheriff's Office (PCSO). Plan to work cooperatively with PCSO, the Plumas County Behavioral Health Care Services department which is responsible for providing mental health care to inmates. Also plan to work with and coordinate care with dental, vision, pharmacy, nursing and physician contractors.
- b. Intend to satisfy both medical and nursing qualifications for NCCHC certification as stated in Title 15. The Medical Director position would be 75% administrative and 25% clinical.
- c. Medical Director will provide secretarial/clerical support for all administrative functions
- d. Fee Schedule see Exhibit A

1. REQUIREMENTS TO BE PROVIDED BY PLUMAS COUNTY JAIL

- a. Contract with local medical physicians
  - i. Provide medical services twenty-four hours a day, seven days a week
  - ii. Weekly medical rounds at Jail
- b. Contract with Nurses
- c. Contract with Plumas County Behavioral Health Services
  - i. Responsible for providing mental health care
- d. Prostheses/Glasses as medically indicated and appropriate
- e. Medical Equipment as medically indicated and appropriate (i.e. braces, crutches, etc.).
- f. Ancillary Services. Contracted arrangement with Plumas District Hospital for Laboratory, x-ray, and other ancillary services as required.
- g. Hospital Care. Contracted arrangement with Plumas District Hospital for all in-patient and out-patient treatment following booking.
- h. Contract agreements with Dental
- i. Contract agreements with Optometry
- j. Contracted Pharmaceutical Vendor to complete the following
  - i. Pharmaceutical Policies and procedures in compliance with Title 15
  - ii. Generate pharmacy and therapeutic reports monthly
  - iii. Formulary implementation
  - iv. Consulting services for nursing during business hours
  - v. Policy for repackaging medication and delivery of medications
  - vi. Develop appropriate training of Correctional Officers, per Title 15, to administer medications when nurse is unavailable
  - vii. Policy and procedure for controlled substances
  - viii. Policy and procedure for over the counter medications

B. ADMINISTRATIVE SERVICES PROVIDED AND OVERSEEN BY MEDICAL DIRECTOR

a. Administrative Meetings and Reports

- i. Monthly Statistical data collection by nursing staff including: clinic visits, ER visits, medications administered, number of patients receiving psychotropic medications, volume of patients who receive mental health services, etc.
- ii. Weekly meetings with nursing staff on restructuring, revising, and revamping the health care policy manual in accordance NCCHC and Title 15 standards
  1. Monitor health care services, investigation of complaints, review of administration practices
  2. Evaluating problems or concerns with nursing and other staff and whether corrective measures were effective
  3. Quality measure review of each policy implemented.
  4. All meetings will have secretarial documentation with minutes
- iii. monthly meetings with Correctional Jail Commander (or designee), Medical Director, Nursing, and County Behavior Health.
- iv. Yearly meeting with Correctional Jail Commander, Medical Director, Contracted physicians, Contracted Dental, Mental Health Director, Public Health Director, and Nursing Director.

b. Quality Management

- i. Monitor health care services, investigation of complaints, review of administration practices and implementation of treatment plans
- ii. Review all in-custody deaths, suicides, suicide attempts, outbreaks of illness, and adverse or unexpected outcomes
  1. Implement a system of measurement to address and resolve problems and re-evaluate to objectively measure if corrective measures were effective.

c. Medical Licensing, Credentialing, and Privileging

- i. Licensing and Credentialing. Will ensure existing Physician and nursing staff and new hires possess and maintain all permits, licenses, and professional credentials necessary to provide quality comprehensive medical health services.
- ii. Develop ongoing monitoring system for maintaining current licensure

d. Job Descriptions

- i. Will Develop written job description for medical physicians (in accordance with contracted physicians)
- ii. Will Develop written job description for Registered nurse, Licensed Vocational Nurse (in accordance with contracted nurses)
- iii. Will be reviewed on annual basis

e. Staff Development and Training

- i. Develop written staff development and training plan
  - 1. Man Down training every 6 months and mass disaster training
  - 2. Topics will include but be limited to: CPR, Alcohol drug intoxication, emotional disturbance, suicide training
  - 3. Training programs will be available to Correctional Personnel

f. Medication Administration

- i. Policy and procedures will be followed as provided by pharmaceutical vendor
- ii. Standardizing medication administration times so majority of medications can be administered while nursing services are on premises

g. Medical Policies and Procedures

- i. Implement new documentation of medical notes in conjunction with Title 15 and NCCHC
- ii. Policies for informed consent and informed refusal of treatment from inmates including:
  - 1. All Treatment, Exams, and Procedures
- iii. Peer Review yearly
  - 1. 10% of sick visits per contracted medical provider along with coordinating Dental and Behavior Health peer review process.
- iv. Audit, review, and document at least 10% of each of the individual RN's who implement standardized procedures.
- v. Develop and implement discharge planning policies and procedures
  - 1. Appropriate referrals, adequate supply of medications, follow up plans with outside providers.
- vi. Managements of Inmate Segregation
- vii. Policies and Procedures for Prenatal, Pregnant, and Postpartum Services.

h. Mental Health Policies and Procedures/Services

- i. Help implement informed consent documents for psychiatric medications as provided by contracted Pharmaceutical vendor.
- ii. Develop procedures for designation and training of healthcare personnel authorized to initiate and supervise telemedicine sessions.
- iii. Develop policy and process for obtaining and documenting informed consent.
- iv. Develop procedure for face-to-face contact between the inmate and licensed healthcare when telemedicine is not provided.
- v. Initiate procedures for mental health documentation and retrieval of health record.
- vi. Develop procedure for when health care needs exceed the capabilities of telemedicine.

vii. Mental Health Contractor will be responsible for appropriate credentialing

i. First Aid Kits

i. Policy and Procedures to ensure regular routine inspections of first aid kits monthly

j. Health Care Philosophy

i. Develop policies and procedures to address informed consent, advanced directives, and end of life care

C. MEDICAL OVERSIGHT PROVIDED BY MEDICAL DIRECTOR

a. Oversight of contracted medical services including on call service and sick visits.

i. Medical Documentation

ii. Policy and Procedure on appropriate medical documentation in accordance to Title 15 Code of Regulations

iii. Design and implementation of computer based documentation that meets Title 15 requirements

iv. Medical review of In-Custody Deaths

v. 10% per year of physician charts will be reviewed for quality measures

b. Oversight of intake visits

i. Intake screening shall be performed for all inmates by a licensed registered nurse (RN) or (LVN) at the time of booking

ii. Document abnormal behaviors, state of consciousness, mental status, appearance, and other signs and symptoms, such as profuse sweating or tremors, offenders who are in obvious need of immediate medical attention will be referred for immediate medical care.

- iii. Medical disposition, including referral of emergency care, referral for follow-up appointments including sick visit, early appraisal visit, mental health visit, or placement in population without early referral.
- iv. Mandatory tuberculosis testing is started at this point of contact in accordance with State and local standards.
- v. Documenting current medications and problem list
- vi. Documenting deformities and disabilities that may require accommodations
- vii. Document the types of alcohol/drugs used/abused, including mode of use, amount frequency, and date of last use
- viii. Triage timing of Health Appraisal visit
  - 1. Based on complexity of medical history, number of medications and active medical problems

#### D. MEDICAL SERVICES PROVIDED BY MEDICAL DIRECTOR

- a. Implement Health Appraisal. An appraisal will be performed by Medical Director in conjunction with nursing staff. Goal is to assure inmates being treated at facility have health care plans with clear goals, and objectives; policies, and procedures for documenting goal achievements. Appraisal to be done within 180 days of booking. Timing will be determined by complexity of medical conditions.
  - i. Develop problem list with active medications
  - ii. Medical history, current medical problems, prior hospitalizations, treatments, signs or symptoms including infectious and communicable disease, and the possibility of pregnancy
    - 1. Women Health and Obstetric visits will require local hospital until adequate space is provided a correctional facility.
  - iii. Most recent Laboratory and/or diagnostic tests to detect communicable disease or other health conditions, including sexually transmitted infection, tuberculosis, hepatitis, Aids, and pregnancy.
    - 1. AIDS and Hepatitis treatment will be coordinated through local hospital
  - iv. Measurements of height, weight, pulse, blood pressure, and temperature.

- v. Conditions of the skin, including signs of trauma, lesions, bruises, recent tattoos, jaundice, infestations, rashes, and indications of drug abuse
- vi. Dental problems and referral to dental consult for urgent dental needs
- vii. Body deformities, ease of movement, etc
- viii. Disabilities that may require accommodation
- ix. Mental health screenings will be conducted. Inmates with emergent needs will receive immediate care at local emergency department. Inmates with urgent needs will be referred for an assessment within 7days
- x. Appropriate use of controlled substances utilizing medical record, cures report, consultation with previous treating provider, and controlled substance count
  - 1. Methadone and Suboxone treatment, if to be continued, will be coordinated through Behavior Health.
- xi. Medical examination, including examination of heart, lungs, abdomen, skin, and any other part of the body for which examination would be prudent based on patient specific history, risks, or other clinical indicators
- xii. Development and implementation of a comprehensive health services treatment plan based on previously identified problems.
- xiii. Coordinate and make arrangements, as indicated, for outside consultation services

- b. Wellness visits on every patient by 14days of incarceration
  - i. Visit addressing current standard of care screening and treatment of chronic disease
  - ii. Health maintenance visits as dictated by wellness visit (ex: hypertension, diabetes, etc)

- c. Communicable/infectious disease outbreak (for example a chicken pox, lice, or flu outbreak).
  - i. Policies, procedures and/or reports and notifications advising treatment plans.
  - ii. Reporting of such incidents to public health officials, who would be responsible for recording and charting such incidents, and the education programs that would occur to prevent future occurrences of such incidents.

EXHIBIT A

1. For Services satisfactorily rendered, and upon receipt and approval of Proposal for said services, the County agrees to compensate Contractor a flat fee of thirteen thousand five hundred and No/100 Dollars (\$13,500.00) per month.
2. Contractor shall be responsible for the cost of secretarial and clerical work.
3. County shall be responsible for the payment of all medical prescriptions, laboratory testing services, medical bills for hospitalized inmates, over-the-counter medications, other contracted services as discussed, and medical supplies as discussed. The County shall pay these costs directly to the vendors of such goods and services, unless an alternative arrangement is approved in writing by the County's Project Manager.
5. County shall be responsible for the service costs of contracted physicians, nurses, pharmacist, Dentist, optometry, and any specialty medical services needed.





# Office of the Sheriff

## Office of Emergency Services

1400 E. Main Street, Quincy, California 95971 • (530) 283-6375 • Fax 283-6344

TODD JOHNS  
SHERIFF/CORONER  
DIRECTOR

## Memorandum

**DATE:** **June 16, 2022**

**TO:** **Honorable Board of Supervisors**

**FROM:** **Sheriff Todd Johns**

**RE:** **Agenda Item for the meeting of June 28, 2022**

**RECOMMENDATION:**

Approve and sign contract between the Plumas County Sheriff's Office and Contract Pharmacy Services in the amount of \$100,000.00

**BACKGROUND & DISCUSSION:**

The Plumas County Correctional Facility is required to provide pharmaceutical service to inmates housed at the Plumas County Correctional Facility.

Agreement has been approved to form by County Counsel.

# PCSO00170

## Services Agreement

This Agreement is made by and between the COUNTY OF PLUMAS, a political subdivision of the State of California, by and through its **Plumas County Sheriff's Office** (hereinafter referred to as "County"), and Contact Pharmacy Services, a Pennsylvania Corporation (hereinafter referred to as "Contractor").

The parties agree as follows:

1. **Scope of Work.** Contractor shall provide the County with services as set forth in Exhibit A, attached hereto.
2. **Compensation.** County shall pay Contractor for services provided to County pursuant to this Agreement in the manner set forth in Exhibit B, attached hereto. The total amount paid by County to Contractor under this Agreement shall not exceed One Hundred Thousand Dollars (\$100,000.00).
3. **Term.** The term of this agreement shall be from July 1, 2022 through June 30, 2025, unless terminated earlier as provided herein. County's Board of Supervisors hereby ratifies, and approves for payment, services provided by Contractor from July 1, 2022 to the date of approval of this Agreement by the Board of Supervisors.
4. **Termination.** Either party may terminate this agreement by giving thirty (30) days written notice to the other party.
5. **Non-Appropriation of Funds.** It is mutually agreed that if, for the current fiscal year and/or any subsequent fiscal years covered under this Agreement, insufficient funds are appropriated to make the payments called for by this Agreement, this Agreement shall be of no further force or effect. In this event, the County shall have no liability to pay any further funds whatsoever to Contractor or furnish any other consideration under this Agreement and Contractor shall not be obligated to perform any further services under this Agreement. If funding for any fiscal year is reduced or deleted for the purposes of this program, the County shall have the option to either cancel this Agreement with no further liability incurring to the County, or offer an amendment to Contractor to reflect the reduced amount available to the program. The parties acknowledge and agree that the limitations set forth above are required by Article XVI, section 18 of the California Constitution. Contractor acknowledges and agrees that said Article XVI, section 18 of the California Constitution supersedes any conflicting law, rule, regulation or statute.
6. **Warranty and Legal Compliance.** The services provided under this Agreement are non-exclusive and shall be completed promptly and competently. Contractor shall guarantee all parts and labor for a period of one year following the expiration of the term of this Agreement unless otherwise specified in Exhibit A. Contractor agrees to comply with all applicable terms of state and federal laws and regulations, all applicable grant funding

\_\_\_\_\_ COUNTY INITIALS

- 1 -

CONTRACTOR INITIALS \_\_\_\_\_

conditions, and all applicable terms of the Plumas County Code and the Plumas County Purchasing and Practice Policies.

7. **Amendment.** This Agreement may be amended at any time by mutual agreement of the parties, expressed in writing and duly executed by both parties. No alteration of the terms of this Agreement shall be valid or binding upon either party unless made in writing and duly executed by both parties.
8. **Indemnification.** To the furthest extent permitted by law (including without limitation California Civil Code Sections 2782 and 2782.8, if applicable), County shall not be liable for, and Contractor shall defend and indemnify County and its officers, agents, employees, and volunteers (collectively "County Parties"), against any and all claims, deductibles, self-insured retentions, demands, liability, judgments, awards, fines, mechanics' liens or other liens, labor disputes, losses, damages, expenses, charges or costs of any kind or character, including attorney's fees and court costs (hereinafter collectively referred to as "Claims"), which arise out of or are in any way connected to the work covered by this Agreement arising either directly or indirectly from any act, error, omission or negligence of Contractor or its officers, employees, agents, contractors, licensees or servants, including, without limitation, Claims caused by the concurrent negligent act, error or omission, whether active or passive of County Parties. Contractor shall have no obligation, however, to defend or indemnify County Parties from a Claim if it is determined by a court of competent jurisdiction that such Claim was caused by the sole negligence or willful misconduct of County Parties. The obligations of this indemnity shall be for the full amount of all damage to County, including defense costs, and shall not be limited by any insurance limits.
9. **Insurance.** Contractor agrees to maintain the following insurance coverage throughout the term of this Agreement:
  - a. Commercial general liability (and professional liability, if applicable to the services provided) coverage, with minimum per occurrence limit of the greater of (i) the limit available on the policy, or (ii) one million dollars (\$1,000,000).
  - b. Automobile liability coverage (including non-owned automobiles), with minimum bodily injury limit of the greater of (i) the limit available on the policy, or (ii) two-hundred fifty thousand dollars (\$250,000) per person and five hundred thousand dollars (\$500,000) per accident, as well as a minimum property damage limit of the greater of (i) the limit available on the policy, or (ii) fifty thousand dollars (\$50,000) per accident.
  - c. Each policy of commercial general liability (and professional liability, if applicable to the services provided) coverage and automobile liability coverage (including non-owned automobiles) shall meet the following requirements:

\_\_\_\_\_ COUNTY INITIALS

CONTRACTOR INITIALS \_\_\_\_\_

- i. Each policy shall be endorsed to name the County, its officers, officials, employees, representatives and agents (collectively, for the purpose of this section 9, the "County") as additional insureds. The Additional Insured endorsement shall be at least as broad as ISO Form Number CG 20 38 04 13; and
  - ii. All coverage available under such policy to Contractor, as the named insured, shall also be available and applicable to the County, as the additional insured; and
  - iii. All of Contractor's available insurance proceeds in excess of the specified minimum limits shall be available to satisfy any and all claims of the County, including defense costs and damages; and
  - iv. Any insurance limitations are independent of and shall not limit the indemnification terms of this Agreement; and
  - v. Contractor's policy shall be primary insurance as respects the County, its officers, officials, employees, representatives and agents, and any insurance or self-insurance maintained by the County, its officers, officials, employees, representatives and agents shall be in excess of the Contractor's insurance and shall not contribute with it, and such policy shall contain any endorsements necessary to effectuate this provision. The primary and non-contributory endorsement shall be at least as broad as ISO Form 20 01 04 13; and
  - vi. To the extent that Contractor carries any excess insurance policy applicable to the work performed under this Agreement, such excess insurance policy shall also apply on a primary and non-contributory basis for the benefit of the County before the County's own primary insurance policy or self-insurance shall be called upon to protect it as a named insured, and such policy shall contain any endorsements necessary to effectuate this provision.
- d. Workers Compensation insurance in accordance with California state law.

If requested by County in writing, Contractor shall furnish a certificate of insurance satisfactory to County as evidence that the insurance required above is being maintained. Said certificate of insurance shall include a provision stating that the insurers will not cancel the insurance coverage without thirty (30) days' prior written notice to the County. County reserves the right to require complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by these specifications at any time. Contractor shall require all subcontractors to comply with all indemnification and insurance requirements of this agreement, and Contractor shall verify subcontractor's compliance.

10. **Licenses and Permits.** Contractor represents and warrants to County that it or its principals have all licenses, permits, qualifications, and approvals of whatsoever nature

COUNTY INITIALS

CONTRACTOR INITIALS

that are legally required for Contractor to practice its profession and to perform its duties and obligations under this Agreement. Contractor represents and warrants to County that Contractor shall, at its sole cost and expense, keep in effect at all times during the term of this Agreement any licenses, permits, and approvals that are legally required for Contractor or its principals to practice its professions and to perform its duties and obligations under this Agreement.

11. Relationship of Parties. It is understood that Contractor is not acting hereunder as an employee of the County, but solely as an independent contractor. Contractor, by virtue of this Agreement, has no authority to bind, or incur any obligation on behalf of, County. Except as expressly provided in this Agreement, Contractor has no authority or responsibility to exercise any rights or power vested in County. It is understood by both Contractor and County that this Agreement shall not under any circumstances be construed or considered to create an employer-employee relationship or joint venture.
12. Professional Services Contract. Contractor represents and warrants that Contractor customarily and regularly exercises discretion and independent judgment in the performance of the services, and that those services fall within those stated in California Labor Code section 2778. Contractor represents and warrants that Contractor maintains a separate business location and has all required business licenses and tax registration, if any, in order to perform services under this Agreement. Contractor shall have the right to set their own hours and location of work, consistent with the nature of the services provided under this Agreement. Contractor shall determine the method, means and manner of performance including, but not limited to, such matters as outlined in Exhibit "A" without restriction by County. County is interested only in the results to be achieved from Contractor's performance of the services Contractor shall provide their own resources and equipment and direct their operation in all respects when necessary to perform these services. Notwithstanding this Agreement, Contractor shall have the right to provide the same or similar services to entities other than County without restriction, and holds themselves out to as available to perform the same type of work. County shall have no authority, control, or liability regarding Contractor's performance or activities before or after each instance, wherein, Contractor may perform under this Agreement. Contractor will at all times indemnify and hold County, and their respective agents, contractors and employees harmless from any and all claims, damages, liabilities and costs (including attorneys' fees) arising out of any material breach by Contractor of any representation, warrant or agreement made by Contractor hereunder or arising out of Contractor's services.
13. Assignment. Contractor may not assign, subcontract, sublet, or transfer its interest in this Agreement without the prior written consent of the County.
14. Non-discrimination. Contractor agrees not to discriminate in the provision of service under this Agreement on the basis of race, color, religion, marital status, national origin, ancestry, sex, sexual orientation, physical or mental handicap, age, or medical condition.
15. Choice of Law. The laws of the State of California shall govern this agreement.

\_\_\_\_\_ COUNTY INITIALS

CONTRACTOR INITIALS \_\_\_\_\_

16. Interpretation. This agreement is the result of the joint efforts of both parties and their attorneys. The agreement and each of its provisions will be interpreted fairly, simply, and not strictly for or against either party.
17. Integration. This Agreement constitutes the entire understanding between the parties respecting the subject matter contained herein and supersedes any and all prior oral or written agreements regarding such subject matter.
18. Severability. The invalidity of any provision of this Agreement, as determined by a court of competent jurisdiction, shall in no way affect the validity of any other provision hereof.
19. Headings. The headings and captions contained in this Agreement are for convenience only, and shall be of no force or effect in construing and interpreting the provisions of this Agreement.
20. Waiver of Rights. No delay or failure of either party in exercising any right, and no partial or single exercise of any right, shall be deemed to constitute a waiver of that right or any other right.
21. Conflict of Interest. The parties to this Agreement have read and are aware of the provisions of Government Code section 1090 *et seq.* and section 87100 *et seq.* relating to conflicts of interest of public officers and employees. Contractor represents that it is unaware of any financial or economic interest of any public officer or employee of County relating to this Agreement. It is further understood and agreed that if such a financial interest does exist at the inception of this Agreement and is later discovered by the County, the County may immediately terminate this Agreement by giving written notice to Contractor.
22. Notice Addresses. All notices under this Agreement shall be effective only if made in writing and delivered by personal service or by mail and addressed as follows. Either party may, by written notice to the other, change its own mailing address.

County:

Plumas County Sheriff's Office  
County of Plumas  
1400 East Main Street  
Quincy, Ca, 95971  
Attention: Steve Clark

Contractor:

Contract Pharmacy Services  
125 Titus Avenue  
Warrington, PA, 18976

Attention: Scott Steres

23. **Time of the Essence.** Time is hereby expressly declared to be of the essence of this Agreement and of each and every provision thereof, and each such provision is hereby made and declared to be a material, necessary, and essential part of this Agreement.
24. **Contract Execution.** Each individual executing this Agreement on behalf of Contractor represents that he or she is fully authorized to execute and deliver this Agreement.
25. **Retention of Records.** If the maximum compensation payable under section 2 of this Agreement exceeds \$10,000, then, pursuant to California Government Code section 8546.7, the performance of any work under this Agreement is subject to the examination and audit of the State Auditor at the request of the County or as part of any audit of the County for a period of three years after final payment under the Agreement. Each party hereto shall retain all records relating to the performance and administration of this Agreement for three years after final payment hereunder, and Contractor agrees to provide such records either to the County or to the State Auditor upon the request of either the State Auditor or the County.
26. **Conflicts.** In the event of any conflict between the terms of this Agreement and the terms of any exhibit hereto, the terms of this Agreement shall control, and the conflicting term of the exhibit shall be given no effect. Any limitation of liability contained in an attached exhibit shall be null and void.

IN WITNESS WHEREOF, this Agreement has been executed as of the date set forth below.

**CONTRACTOR:**

Contract Pharmacy Services, a Corporation

By: \_\_\_\_\_  
Name: Wayne A. Shafer  
Title: Chief Executive Officer  
Date signed: \_\_\_\_\_

By: \_\_\_\_\_  
Name: Jean Schafer  
Title: Chief Financial Officer  
Date signed: \_\_\_\_\_

**COUNTY:**

County of Plumas, a political subdivision of  
the State of California

By: \_\_\_\_\_  
Name: Kevin Goss  
Title: Chair, Plumas County Board of  
Supervisor  
Date signed: \_\_\_\_\_

Attest:

By: \_\_\_\_\_  
Name: Heidi White  
Title: Clerk of the Board  
Date signed: \_\_\_\_\_

Approved as to form:



Joshua Breckler  
Deputy County Counsel I

6/14/2022

\_\_\_\_\_ COUNTY INITIALS \_\_\_\_\_

CONTRACTOR INITIALS \_\_\_\_\_

**EXHIBIT A**

**Scope of Work**

**See attached binder under tab #12, Scope of work.**

## SCOPE OF WORK

### Licensure

Contract Pharmacy Services specializes in correctional pharmacy services, providing prescription drugs and other medications to inmates. CPS is a Pennsylvania licensed pharmacy, maintaining all professional licenses necessary to provide pharmaceuticals in the state of California. All services provided by Contract Pharmacy Services are in accordance with standards prescribed by the National Commission of Correctional Health Care (NCCHC), the American Correctional Association (ACA), the State of California, and Federal licensing agencies. A copy of the pharmacy's DEA License, our California State Board of Pharmacy Nonresident Pharmacy Permit, Pennsylvania Business License, Certificate of Registration, as well as our Certificate of Licensure as a Wholesaler/Distributor, both through the Pennsylvania Department of Health, have all been included on the following pages.

Additionally, Coupler Enterprises, Inc. an owned subsidiary of Contract Pharmacy Services, is a Pennsylvania licensed wholesaler, as well as an FDA approved repackager. A copy of appropriate licensure for Coupler Enterprises dba Contract Pharmacy Services-PA is also included on the following pages. The FDA does not provide a paper copy of this registration; however, a screen shot of their website below details our registration in good standing.

### Drug Establishments Current Registration Site

FDA Establishment Identification		PIRS	Establishment Operations	Address	Establishment Date
Coupler Enterprises Inc.	3003734640	946429777	RELABEL; REPACK;	1260 Easton Road 9105, Rushmore, Pennsylvania (PA) 18044-1406, United States (USA)	12/31/2022



CONTROLLED SUBSTANCE REGISTRATION CERTIFICATE  
UNITED STATES DEPARTMENT OF JUSTICE  
DRUG ENFORCEMENT ADMINISTRATION  
WASHINGTON D.C. 20537

DEA REGISTRATION NUMBER	THIS REGISTRATION EXPIRES	FEES PAID	
BC8199778	08-31-2023	\$731	
SCHEDULES		BUSINESS ACTIVITY	ISSUE DATE
2,2N, 3,3N,4,5		RETAIL PHARMACY	07-18-2020

CONTRACT PHARMACY SERVICES  
125 TITUS AVE  
WARRINGTON, PA 18976-2424

Sections 304 and 1008 (21 USC 824 and 958) of the Controlled Substances Act of 1970, as amended, provide that the Attorney General may revoke or suspend a registration to manufacture, distribute, dispense, import or export a controlled substance.

THIS CERTIFICATE IS NOT TRANSFERABLE ON CHANGE OF OWNERSHIP, CONTROL, LOCATION, OR BUSINESS ACTIVITY,  
AND IT IS NOT VALID AFTER THE EXPIRATION DATE.



## Nonresident Pharmacy Permit

LICENSE NO. NRP 568  
RECEIPT NO. 12910809

CONTRACT PHARMACY SERVICES  
125 TITUS AVENUE  
WARRINGTON PA 18976

10/29/21

10/29/21 The official status of this license can be verified at [www.pharmacy.ca.gov](http://www.pharmacy.ca.gov)

CALIFORNIA STATE BOARD OF PHARMACY  
2720 GATEWAY OAKS DRIVE, SUITE 100  
SACRAMENTO, CA 95838  
(916) 518-3100

VALID UNTIL DECEMBER 01, 2022

In accordance with the provisions of Chapter 3  
of Division 2 of the Business and Professions  
Code, the firm name herein is licensed at the  
address shown and is subject to the rules and  
regulations of the California State Board of  
Pharmacy.

This permit is non-transferable. Contact the  
California State Board of Pharmacy within 30  
days when there is a change of ownership,  
location, corporate officer, director, shareholder  
more than 10 percent, name, change of  
agent or manager.

This permit is valid only at the address shown.

----- NON-TRANSFERABLE --- POST IN PUBLIC VIEW -----

WPNHNP 09/30/21

DISPLAY THIS CERTIFICATE PROMINENTLY • NOTIFY AGENCY WITHIN 10 DAYS OF ANY CHANGE

Commonwealth of Pennsylvania  
Department of State  
Bureau of Professional and Occupational Affairs  
PO BOX 2649 Harrisburg PA 17105-2649

21-0118003

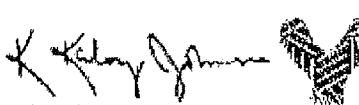
License Type  
Pharmacy

CONTRACT PHARMACY SERVICES  
JOSEPHINE M BALDASSANO-FIELDS  
125 TITUS AVENUE  
WARRINGTON, PA 18971

License Status  
Active  
Initial License Date  
02/04/2003

Expiration Date  
02/01/2023

License Number  
PP481213

  
Signature  
Commissioner of Professional and Occupational Affairs

  
Signature

ALTERATION OF THIS DOCUMENT IS A CRIMINAL OFFENSE UNDER 18 PA.C.S.A. 901

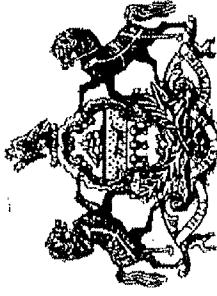
CONTROLLED SUBSTANCE REGISTRATION CERTIFICATE  
UNITED STATES DEPARTMENT OF JUSTICE  
DRUG ENFORCEMENT ADMINISTRATION  
WASHINGTON D.C. 20537

DEA REGISTRATION NUMBER	THIS REGISTRATION EXPIRES	FEES PAID
RC0391754	08-31-2022	\$3699
SCHEDULES		BUSINESS ACTIVITY
3,3N,4,5		MANUFACTURER

COUPLER ENTERPRISES INC.  
CONTRACT PHARMACY SERVICES-PA  
125 TITUS AVE STE 200  
WARRINGTON, PA 18976-2424

Sections 304 and 1008 (21 USC 824 and 958) of the Controlled Substances Act of 1970, as amended, provide that the Attorney General may revoke or suspend a registration to manufacture, distribute, dispense, import or export a controlled substance.

THIS CERTIFICATE IS NOT TRANSFERABLE ON CHANGE OF OWNERSHIP, CONTROL, LOCATION, OR BUSINESS ACTIVITY,  
AND IT IS NOT VALID AFTER THE EXPIRATION DATE.



# Certificate of Registration

Certificate No. 1000002663

(A certificate starting with a number 4, 5 or 6  
does not permit the possession or sale of controlled  
substances or prescription drugs.)

Category:

Manufacturer (Prescription)

CONTRACT PHARMACY SERVICES-PA  
COUPLER ENTERPRISES, INC.  
1250 EASTON RD  
SUITE 101  
HORSHAM, PA 19044

Drug & Device Registration  
555 WALNUT ST  
FORUM PLACE -7th FLOOR -SUITE 701  
HARRISBURG, PA 17101  
(717) 736-7356

The above business is registered in the required category to conduct and maintain a facility in accordance with the provisions of the Controlled Substance, Drug, Device and Cosmetic Act #64, approved September 9, 1972.

Issuance Date: October 03, 2000

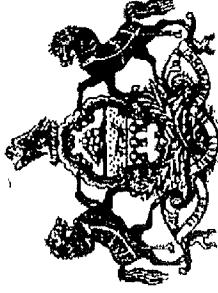
Expiration Date: The Last Day of October, 2022

*Susan Coble*  
Susan Coble  
Deputy Secretary for Quality Assurance

*Commonwealth of Pennsylvania*  
DEPARTMENT OF HEALTH

*Keara Klinepeter*  
Keara Klinepeter  
Acting Secretary of Health

NOTE: THIS CERTIFICATE MUST BE POSTED IN A CONSPICUOUS PLACE ON THE PREMISES.



# Certificate of Licensure

**Certificate No.** 8000000826

(A certificate starting with a number 4, 5 or 6 does not permit the possession or sale of controlled substances or prescription drugs.)

**Category:**

Wholesaler/Distributor

CONTRACT PHARMACY SERVICES-PA  
COUPLER ENTERPRISES, INC.  
1250 EASTON RD  
SUITE 101  
HORSHAM, PA 19044

**Drug & Device Registration**

555 WALNUT ST  
FORUM PLACE -7th FLOOR -SUITE 701  
HARRISBURG, PA 17101  
(717) 736-7356

The above business is registered in the required category to conduct and maintain a facility in accordance with the provisions of the Wholesale Prescription Drug License Act, Act #145, approved December 14, 1992.

**Issuance Date:** October 03, 2000

**Expiration Date:** The Last Day of October, 2022

*Susan Coble*  
Susan Coble  
Deputy Secretary for Quality Assurance



*Keara Klinepeter*  
Keara Klinepeter  
Acting Secretary of Health

**NOTE: THIS CERTIFICATE MUST BE POSTED IN A CONSPICUOUS PLACE ON THE PREMISES.**

Generic Medications

CPS will dispense generic drugs whenever they are available, unless the Medical Director specifically informs us to dispense a brand name drug. Only generic products manufactured by approved FDA manufacturers with a rating of "AB" or better will be dispensed at the Plumas County Correctional Facility.

## Correctional Pharmaceutical Services

### Blister Card Packaging

CPS will provide medications to the Plumas County Correctional Facility in blister card packaging, compliant with all state and federal laws pertaining to such packaging. Each individual bubble of the blister card is labeled with a medication's name, strength, manufacturer, NDC number, lot, and expiration date. Exceptions will be made if the medication is not suitable for blister pack. Other dosage forms (liquids, creams, ointments, etc) will be dispensed in the manufacturer's original containers. If requested, CPS can provide liquid medications in unit-dose packaging. Parenteral (intravenous) drugs will be supplied in the manufacturers' packaging, to preserve sterility. An example of the thirty day blister pack is depicted below. A sample of an actual blister card has been included in the enclosure on the next page.

### THIRTY DAY BLISTER PACK (size not to scale)

<div style="border: 1px solid black; padding: 5px; margin-bottom: 10px;">         FILLED BY _____ CK'D BY _____          RECEIVED BY _____          START DATE _____          REORDERED BY _____          ORDER DATE _____       </div> <div style="border: 1px solid black; padding: 5px; margin-bottom: 10px;">         MED. _____          STRENGTH _____          LOT NO. _____          EXP. DATE _____          MFG. _____       </div>	 <p style="margin-top: 10px;">Contract Pharmacy SERVICES</p>	<div style="border: 1px solid black; padding: 5px; margin-bottom: 10px;">         CAUTION: This package NOT CHILD RESISTANT. Store this and all medications out of reach of children.       </div> <div style="border: 1px solid black; padding: 5px; margin-bottom: 10px;">         CAUTION: Federal law prohibits transfer of this drug to any person other than patient for whom prescribed.       </div> <p style="margin-top: 10px;">ITEM # 343-13</p>
---	---	---

### Solid Medications

All oral solid medications (tablets & capsules) will be dispensed in unit-dose blister cards. Controlled substances will be dispensed in blister cards, with a count sheet attached to facilitate documentation as medications are administered. All medications will be labeled according to state and federal guidelines, and will include at a minimum the following information:

- a) Patient's name
- b) Physician's name
- c) Name and strength of drug (including generic name, where applicable)
- d) Drug form (tablet, capsule, etc.)
- e) Dosage and directions for administration
- f) Route of administration (oral, rectal, topical, etc.)
- g) Patient education material (take with food, may cause drowsiness, etc.)

### Liquid Medications

If requested, liquid medications will be supplied in unit-dose containers. If the drug is not available from the manufacturer in unit-dose format, CPS will repackage the medication into unit dosage containers, using FDA approved packaging supplies and procedures. CPS has an agreement with a FDA registered repackaging company, Innovative Pharmacy Solutions, to obtain liquid medications repackaged by that firm. All unit-dose liquid medications will be properly labeled, with the following information provided on the label:

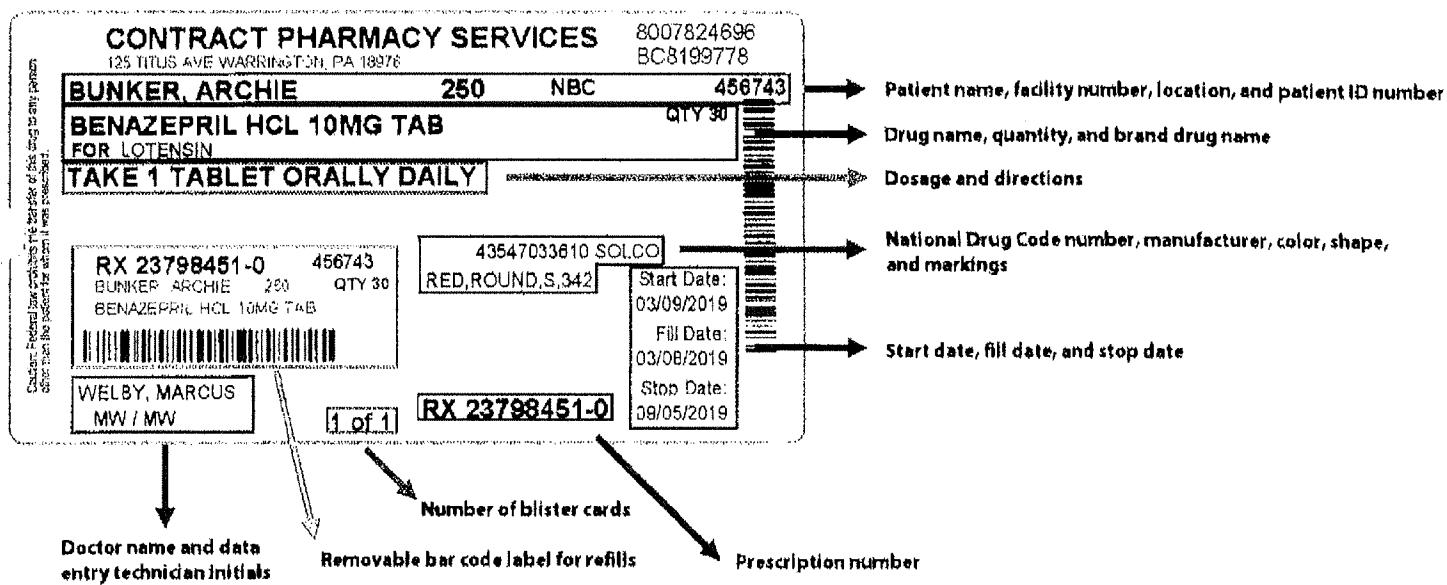
- a) Name of drug (trade name as well as generic name, where applicable)
- b) Strength of the drug dispensed
- c) Name of manufacturer or distributor
- d) Lot number
- e) Expiration date
- f) Amount of drug (volume) supplied in the container

## Pharmaceutical Labeling

CPS provides a peel-off prescription label, used when reordering medications for the Plumas County Correctional Facility. All prescriptions will be labeled according to state and federal guidelines, and will include at a minimum the following information:

- Patient's name
- Physician's name
- Name and strength of drug (including generic name, where applicable)
- Drug form (tablet, capsule, etc.)
- Dosage and directions for administration
- Route of administration (oral, rectal, topical, etc.)
- Patient education material (take with food, may cause drowsiness, etc.)

Below is a detailed example of the medication label used on all blister cards. Common components of the blister card label have been identified.



Pouch Packaging (alternate option)

As an alternative to the most commonly used blister card packaging, CPS has the ability to provide medications to the Plumas County Correctional Facility in multi-dose "unit of use" pouch packaging, compliant with all state and federal laws pertaining to such packaging. Each "packet" contains all of the medications that the patient needs for a certain date and time. Packets are attached to each other in sequential order and form a strip. Examples of CPS' unit dose packaging have been provided in the enclosure on the next page.

Exceptions will be made if the medication is not suitable for unit dose. Other dosage forms (liquids, creams, ointments, etc) will be dispensed in the manufacturer's original containers. If requested, CPS can provide liquid medications in unit-dose packaging. Parenteral (intravenous) drugs will be supplied in the manufacturers' packaging, to preserve sterility.

If pouch packaging is desired, the credit policy as stated on page 32 would differ, as this applies to blister cards. Single-dose medications may be returned for full credit of the purchase price using the same credit methodology as blister cards, except where prohibited by California state law. However, credit of unused medication is not available for multi-dose pouch packaging. Controlled substances cannot be returned for credit, but will be destroyed on site according to California state regulations, using an approved Reverse Distributor.

Starter Stock

CPS will supply a variety of starter medication packages to be used in situations that require the immediate start of medication. In conjunction with the Medical Director, CPS will establish the items needed for stock medication. All starter/stock drugs will be packaged in 30-dose blister cards, with a sign out sheet attached to the back of the card. The sign out sheet, depicted on the next page, allows the nurse who is administering a dose of medication from the starter card to document easily the date, inmate name, quantity administered, and balance remaining in the card. This system allows for easy tracking of the doses administered from each card. Labeling is two-part and provides appropriate documentation for distribution by staff and replacement by the pharmacy. Inventory will be restocked as needed. Reordering of stock medications is completed using the order form depicted on the following page.

## STOCK DRUG RECORD

NAME OF DRUG		IN. NO.	STOCK DRUG RECORD			
STRENGTH		EXP. DATE	QUANTITY RECEIVED		QUANTITY RECEIVED	
DATE	TIME	PATIENT NAME	NURSE ADMINISTERING	GTY USED	BALANCE REMAINING	
30						
29						
28						
27						
26						
25						
24						
23						
22						
21						
20						
19						
18						
17						
16						
15						
14						
13						
12						
11						
10						
9						
8						
7						
6						
5						
4						
3						
2						
1						
DISPOSITION OF UNIT DRUG						
Disposition _____						
Date of Disposition _____ Amount Remaining _____						
Authorized Signatures						

## STOCK MEDICATION ORDER FORM

CONFIDENTIAL

Page # \_\_\_\_\_ of \_\_\_\_\_

Contract Pharmacy  
SERVICES

Phone 800.782.4696 Fax 800.654.5063

## STOCK MEDICATION ORDER FORM

Facility:

Prepared By: \_\_\_\_\_ Date Ordered: \_\_\_\_\_

Medical Director/Prescriber Name: \_\_\_\_\_

*\*must provide the name of ordering practitioner in order to process\**

## DO NOT ORDER CONTROLLED SUBSTANCES ON THIS FORM

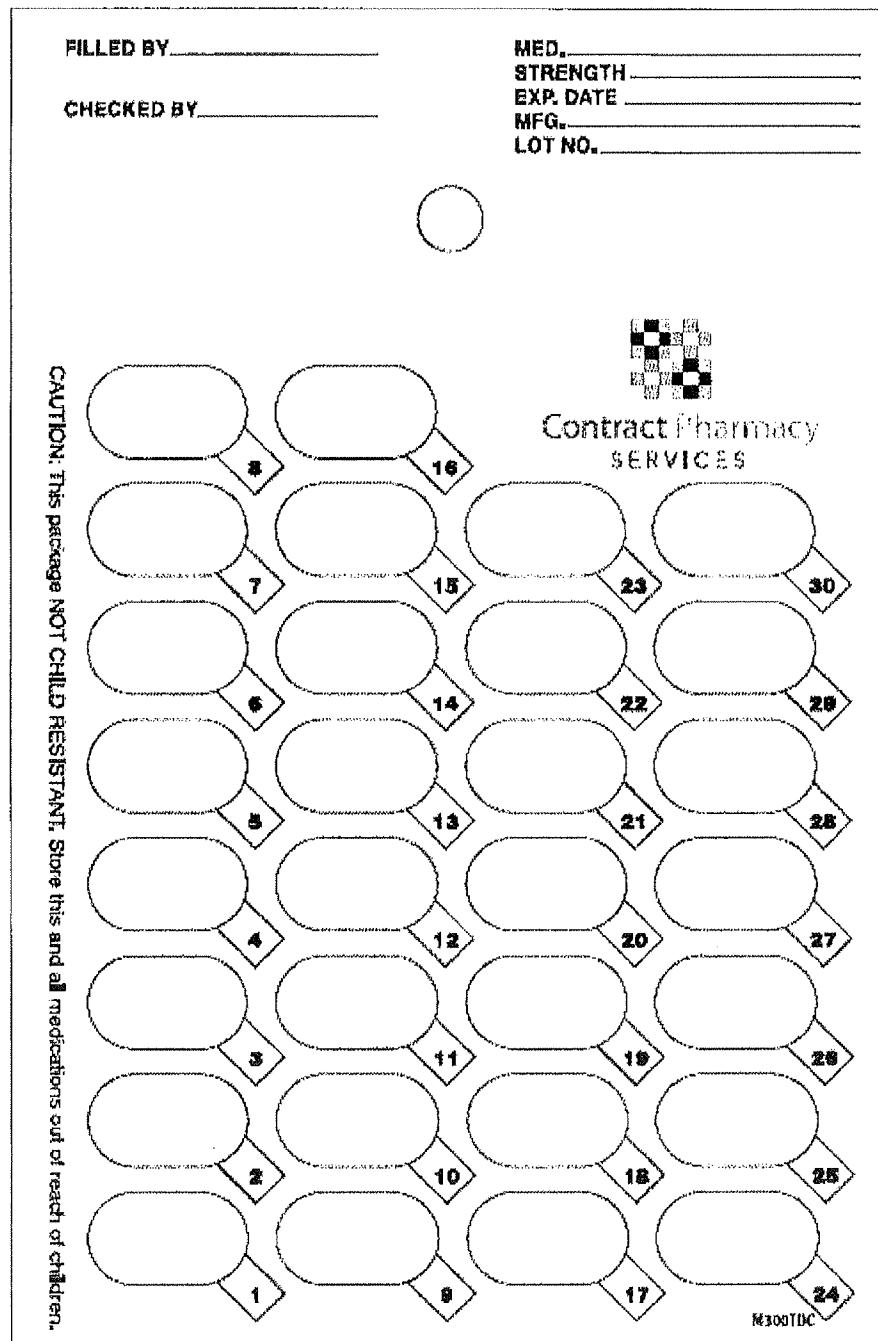
	DRUG Name/Strength/Form/Quantity	QTY of Cards (30 per card) or Items
STOCK		



Controlled Medications

Controlled medications will be dispensed in tamper-evident blister cards, with a count sheet attached to facilitate documentation as medications are administered. All prescription orders for controlled substances will be shipped to the facility with a count sheet attached, to facilitate the documentation of the administration of these drugs. An example of the controlled medication blister pack is depicted below.

CONTROLLED MEDICATION BLISTER PACK (size not to scale)



In addition, all blister cards of controlled substances will be placed in a separate Tyvex bag within the shipping box. Inside the bag of controlled substances is a separate count sheet which documents the number of cards, the name of each patient, and the number and quantity of each card of controlled medication. This sheet will be used by nursing staff to check in and verify the number of prescriptions for controlled substances sent and received, to assure accuracy and accountability of these controlled substances. An example of the front and back of the Individual Narcotic Record is provided below:

**PROOF OF USE SHEET (POU)/INDIVIDUAL NARCOTIC RECORD**

## Delivery

Delivery to the Plumas County Correctional Facility is provided once per day Monday through Saturday and as needed from the local backup pharmacy. Orders transmitted to the pharmacy by 2:00 PM Pacific Standard Time (PST) Monday-Friday will be delivered within 24 hours on the next business day. Cut-off time on a Saturday order, for Monday arrival, is 9:00 PM EST. Routine deliveries of pharmaceuticals are made via FedEx as our primary carrier. Contract Pharmacy Services also maintains a contract with United Parcel Service (UPS) as a backup delivery service.

CPS provides emergency routine delivery, phone consultation 24 hours a day, and a pharmacist is on call with a pager 24 hours a day. In an emergency delivery situation or in situations after hours, a contracted agreement with a local pharmacy to provide emergency service is maintained. It has been the experience of CPS that such after hours situations are quite rare if proper ordering of stock medications through CPS is maintained.

Delivery of emergency medications to the Plumas County Correctional Facility is available on weekends, holidays, or after hours through a subcontracted agreement with a local pharmacy to provide additional back-up services. CPS, in addition to regular deliveries, is able to deliver or make arrangements for reliable delivery of emergency medications 24-hours a day, 7-days a week. CPS maintains existing contracts with backup pharmacy chains, such as CVS, Rite Aid, and Walgreens, as well as several other national and regional chains. CPS will also contact a local pharmacy of the facility's choosing, if preferred, to provide this back-up service. Consideration of distance to the facility and after hours availability is considered when selecting the appropriate backup pharmacy. Whenever possible, CPS attempts to have at least two pharmacies available as a backup for each correctional facility.

Delivery and discrepancy logs accompany every order shipped. In every box of medications that we ship, CPS includes a delivery log that details all medications that are included in the box. The list is printed in alphabetical order, by inmate name, to facilitate the checking in of the medications received by the nursing staff. Additional information on the log details prescription number and quantity of medication. The delivery log is used to verify the medications ordered against what has been sent. The sheet has a signature line at the bottom so that the nurse who checks in the order can verify the receipt of the medications.

Discrepancy logs detail anything out of the ordinary (i.e. changed order, refill too soon, etc.) about a particular order. In addition, in the unlikely event that a medication is backordered and out of stock, this information would be noted here. Samples of the delivery and discrepancy logs appear on the following pages. Names have been changed or blackened out for patient privacy and security.

## Correctional Pharmaceutical Services

## DELIVERY LOG

DELIVERY LOG					
CPS 125 TITUS AVENUE WARRINGTON, PA 18976	CONTRACT PHARMACY Sample County #123	SAMPLE COUNTY 123 Main Street Anywhere USA			
RX # PERSON NAME	DRUG NAME	DOCTOR NAME	QTY	INIT	SIGNED
3836174 DOE, JOHN NUMBER: 249516	CLONIDINE (PP60) 0.1MG TABS BOOKING: 249516 LOCATION: O2	SMITH, JOHN	60.00EA	TB	_____
NUMBER: 255038	ENALAPRIL (PP30) 10MG TABS BOOKING: 255038 LOCATION: L5	SMITH, JOHN	30.00EA	CMP	_____
NUMBER: 740821	RANITIDINE (PP60) 150MG TABS BOOKING: 740821 LOCATION: M1	SMITH, JOHN	60.00EA	CMP	_____
NUMBER: 800526	GEODON 40MG CAPS BOOKING: 800526 LOCATION: B2	SMITH, JOHN	16.00EA	TB	_____
NUMBER: 803400	CIPROFLOXACIN 500MG TAB BOOKING: 803400 LOCATION: I7	SMITH, JOHN	20.00EA	CMP	_____
NUMBER: 803400	PROPOXY-N/APAP 100-650 TAB BOOKING: 803400 LOCATION: I7	SMITH, JOHN	42.00EA	CMP	_____
NUMBER: 272795	NAPROXEN 550MG TAB BOOKING: 272795 LOCATION: D5	SMITH, JOHN	30.00EA	CMP	_____
NUMBER: 785197	GLEEVEC 100MG TAB BOOKING: 785197 LOCATION: A5	SMITH, JOHN	30.00EA	TB	_____
NUMBER: 86361	AMITRIPTYLINE (PP30) 100MG TA BOOKING: 86361 LOCATION:	SMITH, JOHN	30.00EA	CMP	_____
NUMBER: 783743	RISPERDAL *M-TAB 2MG TAB BOOKING: 783743 LOCATION: B3	SMITH, JOHN	28.00EA	CMP	_____
NUMBER: 802692	HCTZ (PP30) 25MG TABS BOOKING: 802692 LOCATION: I2	SMITH, JOHN	30.00EA	CMP	_____
NUMBER: 781628	ENALAPRIL (PP30) 5MG TABS BOOKING: 781628 LOCATION: L4	SMITH, JOHN	30.00EA	CMP	_____
NUMBER: 239199	PAROXETINE 40MG TAB BOOKING: 239199 LOCATION: L4	JONES, JANE	15.00EA	CMP	_____
NUMBER: 64774	KLOR-CON 10MEQ TAB BOOKING: 64774 LOCATION: B3	SMITH, JOHN	52.00EA	TB	_____
NUMBER: 803675	ENALAPRIL (PP30) 5MG TABS BOOKING: 803675 LOCATION: B2	SMITH, JOHN	30.00EA	CMP	_____
NUMBER: 755676	NAPROXEN 550MG TAB BOOKING: 755676 LOCATION: C4	SMITH, JOHN	30.00EA	CMP	_____
NUMBER: 802662	CLONIDINE (PP30) 0.2MG TABS BOOKING: 802662 LOCATION: O3	SMITH, JOHN	30.00EA	CMP	_____
NUMBER: 21870	TOPAMAX 25MG TAB BOOKING: 21870 LOCATION: O5	SMITH, JOHN	60.00EA	TB	_____



Correctional Pharmaceutical Services

DISCREPANCY LOG

DISCREPANCY LOG  
SAMPLE COUNTY  
LOCATION: A1

EXPIRED PRESCRIPTIONS, NEW PRESCRIPTIONS STARTED

741219   DOE, JOHN GENTAMICIN (30GM) 0.1% CRM	RX 3875792 stopped on 7/19/2005	Sent new Rx 3915686 on	7/20/2005
	RX 3903028 stopped on 7/19/2005	Sent new Rx 3915729 on	7/20/2005

NAPROXEN 550 MG

PROFILED ONLY

FERROUS SULFATE 325MG TABS  
POTASSIUM CHLOR 10 MEQ TAB

DISCREPANCY LOG  
SAMPLE COUNTY  
LOCATION: B2

PROFILED ONLY

ALBUTEROL (17GM) INH  
ALBUTEROL (17GM) INH

DISCREPANCY LOG  
SAMPLE COUNTY  
LOCATION: B3

PROFILED ONLY

PRENATAL VITAMINS TABS

REFILL TOO SOON

RX 3875917, Reorder After 07/24/2005  
POTASSIUM CHLOR (PP3 10MEQ TAB)

RX 3893153, Reorder After 07/26/2005  
RANITIDINE (PP60) 150MG TABS

EXPIRED PRESCRIPTIONS, NEED NEW ORDER

RX 3792934 Expired  
AMITRIPTYLINE 25 MG TABS

### Emergency Pharmacy

Delivery of emergency medications to the Plumas County Correctional Facility is available on weekends, holidays, or after hours through a subcontracted agreement with a local pharmacy to provide additional back-up services. Service 24 hours a day, seven days a week, is accomplished through an established relationship with a local pharmacy that provides delivery of urgent and emergency orders within four (4) hours of receipt of an order. CPS maintains existing contracts with backup pharmacy chains, such as CVS, Rite Aid, and Walgreens, as well as several other national and regional chains. CPS will also contact a local pharmacy of the facility's choosing, if preferred, to provide this back-up service. Consideration of distance to the facility and after hours availability is considered when selecting the appropriate backup pharmacy. Whenever possible, CPS attempts to have at least two pharmacies available as a backup for each correctional facility.

### Emergency Drug Kits

CPS will provide an emergency drug kit to the Plumas County Correctional Facility, as established by the Healthcare Administrator, Director of Nursing, Medical Director, and the consulting pharmacist. CPS will consult with the Healthcare Administrator, Director of Nursing, and Medical Director at the Plumas County Correctional Facility to determine the contents of the boxes. When an emergency box is opened and a medication is removed, the medical department will notify CPS and a replacement item will be sent with the next delivery.

During quarterly visits, a pharmacist from CPS will check the contents of the boxes to assure all meds are in the box and have good expiration dates.

Unavailable Pharmaceuticals

If, for any reason, a product is not available through normal ordering procedures, CPS will notify the nursing supervisor or designee in writing. Such occurrences of back ordered medications are extremely rare and may be due to shortages from the drug supplier to the pharmacy. All shortages will be corrected within 24 hours. Every attempt will be made to fill the medication order the day after the medication is not available. If necessary, CPS will make contact with the local emergency pharmacy provider to see if the item is available there. An example of the Back Order Form provided in such occurrences is provided below.

BACK ORDER FORM

 Contract Pharmacy SERVICES	<b>BACK ORDER FORM</b>		
RX# _____	Site _____	Date _____	
Patient name _____			
Quantity Sent _____	Quantity Due _____		
The _____ you requested is on order from our supplier and will be sent as soon as it is available. Thank you.			
Rph/Tech _____			
Quantity of Balance sent _____			
Date _____			
Rph/Tech _____			
This is the balance of the order sent above. Thank you for your cooperation.			



### Computerized Prescription Order Entry

CPS will provide the Plumas County Correctional Facility with our proprietary Computerized Physician Order Entry (CPOE) system, eCorrRx™. eCorrRx™ has been designed to eliminate the time spent by nursing staff to transcribe orders to pharmacy order sheets, Medication Administration Records (MARs), and other paperwork, thereby allowing more time for patient care.

This system provides the medical team immediate access to patient pharmacy data and creates a more efficient process for the ordering of medications. eCorrRx™ eliminates the previous method of handwritten transcription of orders, which would then be faxed to the pharmacy. Eliminating transcription greatly increases accuracy and reduces the possibility of medication errors, either from incorrect transcription or illegible handwriting. eCorrRx™ allows for immediate access to patient data when a chart may not be available.

It aids in containing drug costs, as Plumas County Correctional Facility's customized formulary is loaded into the system. The system flags a prescriber when a non-preferred medication is ordered and provides for preferred alternatives, if available. Labels are printed onsite for application to the patient's MAR. Orders are automatically transmitted, via secure file transfer, to the pharmacy in "real-time". After all orders have been processed by CPS for the day, the system at the facility details the orders current disposition. This ensures that any changes in orders have been communicated back to the system, giving eCorrRx™ the most current patient drug information available.

Reporting capabilities available within the system will aid in monitoring utilization, cost controls, and would enhance the jail's ability to monitor statistical reports for budget. All hardware and software necessary for the use of eCorrRx™ is provided as part of this contract. Additionally, CPS will provide a fax machine for the receipt of pharmaceutical orders, in the event online access is not available due to unforeseen reasons.

Additional information regarding eCorrRx™ has been provided in the tabbed section of this proposal response titled "eCorrRx™".

### Barcode Scanner System

As a module of the eCorrRx™ system, CPS will provide barcode scanners, used for the ordering (reordering) of prescriptions, maintaining inventory through accurate delivery check-in, and for processing returns/credits. All equipment necessary for the operation of the scanning module will be provided and maintained by CPS.



### Electronic Medical Records Interface

CPS' pharmacy management system has the ability to interface with any Electronic Medical Record (EMR) system, using an HL7 interface. The HL7 interface is a standard interface used in the EMR marketplace. CPS will work closely with any vendor identified by the Plumas County Sheriff's Office to ensure complete integration and satisfaction. Successful interfaces include Archonix, CorEMR, CorrecTek, GE Centricity, NextGen, and other smaller systems, tailored to the needs of the correctional clients that CPS services. Interfaces have also been executed with various systems in the marketplace not specific to corrections, as long as written in HL7 specifications.

The ability to interface electronic medical records systems, including orders, records, and medications, is at no additional cost to the Plumas County Correctional Facility.



### Formulary Development

A Contract Pharmacy Services' pharmacist will meet with Plumas County Correctional Facility medical staff to develop or refine a customized formulary. Our 32 years of experience in providing medications to correctional facilities provides us with a vast background in this field. We will provide sample formularies that have worked in jails and correctional facilities of similar size, and ask the medical team to evaluate it and make changes based upon local prescribing trends, and other criteria. After the medical team has reviewed the formulary and made alterations to customize it to meet the Plumas County Correctional Facility's needs, we will print the final document and make it available to appropriate Plumas County Correctional Facility personnel.

CPS will monitor medication usage and make suggestions to the Plumas County Correctional Facility regarding formulary changes that could reduce overall price. We include this information as part of our routine quarterly Pharmacy and Therapeutics Meeting with appropriate members of the medical team. During each quarterly Pharmacy and Therapeutics Meeting, our clinical pharmacists will review drug utilization, inform clients of new generic products and the potential cost savings associated, and provide details about new brand name drugs that may be applicable in the correctional healthcare setting. Many times, we revise the formulary after these meetings because lower cost generic drugs have made treatment more economical on drugs that were previously only available as expensive brand name products.

Formulary development and the Pharmacy and Therapeutics Meeting mentioned in this section are at no additional cost to the contract pricing proposed.



Formulary Compliance/Non-Formulary Request System

Contract Pharmacy Services will work with the Medical Director and Health Services Administrator of the facility to develop a non-formulary approval system that meets the requirements of the Plumas County Correctional Facility.

Our experience in the field of formulary enforcement will also be valuable in the implementation and compliance area. Over the years we have developed various protocols that can be implemented, based on how strict the Plumas County Correctional Facility wants CPS to be in enforcing the formulary. Typically, ordering a non-formulary drug would require the approval of the Medical Director and the documents currently in place facilitate this process.

At our recommendation, some clients have implemented a "three day policy" that authorizes CPS to send no more than a three day supply of any non-formulary drug. The prescribing physician must fill out a "Non-Formulary Authorization" form (example on next page) to be sent to the pharmacy with the order. We forward the form to the Medical Director for approval and send three days supply of the drug to the patient. After reviewing the form the Medical Director will authorize or deny approval and fax it back to CPS. If the order is authorized, CPS will fill the balance of the order (minus the three day supply already sent) and send it to the facility. If the request is denied by the Medical Director, the refusal will be faxed back to the facility. Several clients have modified their process to allow certain non-formulary medications that have no other therapeutic alternative, to be filled by CPS without receiving prior authorization. These drugs would typically be for chronic conditions such as renal dialysis, HIV, and muscular dystrophy.

CPS will continue to convey to the Plumas County Correctional Facility our experience in developing these non-formulary authorization processes, and assist in developing a system that will help to control the use of these medications. We will also work to develop a system that is not too burdensome on the medical team, keeping in mind that the system must be easy to use if it is going to be successful. CPS will be as strict or lenient in enforcing the formulary as desired and we will assist you in analyzing the system periodically to see what alterations need to be made to make it easier to use.

Correctional Pharmaceutical Services

NON-FORMULARY AUTHORIZATION FORM



Contract Pharmacy  
SERVICES

Contract Pharmacy Services  
125 Titus Ave  
Warrington, PA 18976  
Fax 800.654.5063 / 600.478.9978

**CONFIDENTIAL**

**REQUEST FOR UTILIZATION OF NON-FORMULARY DRUGS**

Non-formulary drug will NOT BE SENT without a completed and SIGNED non-form request form.

**Facility Name and #:**

Date: \_\_\_\_\_

Inmate Name \_\_\_\_\_ ID# \_\_\_\_\_  
Last \_\_\_\_\_ First \_\_\_\_\_  
Housing Location \_\_\_\_\_

Allergies \_\_\_\_\_

Generic/Trade name of  
Non-Form Drug requested \_\_\_\_\_ Strength \_\_\_\_\_

Directions for use \_\_\_\_\_

Reason for request \_\_\_\_\_  
\_\_\_\_\_

Length of Order/Stop date \_\_\_\_\_

Have Formulary alternatives been tried? (list medication and dose) \_\_\_\_\_  
\_\_\_\_\_

Prescribing Doctor \_\_\_\_\_ Print Name \_\_\_\_\_  
Signature \_\_\_\_\_

MEDICAL DIRECTOR \_\_\_\_\_ Print Name \_\_\_\_\_  
Signature \_\_\_\_\_  
DEA# \_\_\_\_\_ required for controlled substances

APPROVED \_\_\_\_\_ YES \_\_\_\_\_ NO \_\_\_\_\_ Date \_\_\_\_\_

Explanation: \_\_\_\_\_

cc: Ordering Physician Medical Director  
Pharmacist Health Services Administrator

Contract Pharmacy  
SERVICES



Page 31

CONFIDENTIAL AND PROPRIETARY – DO NOT DISTRIBUTE

Credit

CPS provides a system for return credit of unused or discontinued patient-specific medications which remain in their original sealed blister cards. Medications may be returned for full credit of the purchase price except where prohibited by California state law. Controlled substances cannot be returned for credit, but will be destroyed on site according to California state regulations, using an approved Reverse Distributor.

Credit for full or partial patient-specific blister cards will be issued based upon what the facility paid for the medication. For example, if 30 doses of a drug are dispensed for a charge of \$60.00, and 10 doses (one-third of the original quantity) are returned, then CPS will issue credit for \$20.00 (one-third of the charge). Restocking fees are not applicable in this contract. CPS will arrange for the return of unused, discontinued, out-dated, excess, and unusable medications at no cost to Plumas County Correctional Facility. A sample of the credit invoice is provided on the next page.

## Correctional Pharmaceutical Services

## CREDIT INVOICE

CREDIT REPORT  
XYZ COUNTY JAIL

10/01/2005 - 10/31/2005

RTN DATE	RX NUM	FILL DATE	PATIENT	DRUG	QTY	RTN	COST
9/28/2005	4529571	9/13/2005	DOE, JOHN	AMITRIPTYLINE (PP30) 50MG TAB	30	27	4.87
	4518402	9/8/2005		DEPAKOTE (PP30) 500MG TAB	30	21	44.50
	4482852	8/26/2005		FLUOXETINE (PP30) 20MG CAPS	30	30	8.96
	4518461	9/8/2005		HCTZ 25MG TABS	15	15	0.36
	4634396	9/15/2005		LITHIUM (PP60) 300MG CAPS	60	56	2.71
	4541140	9/19/2005		MECLIZINE 25MG TABS	15	11	0.33
	4530893	9/14/2005		NIFEDIPINE 20MG CAPS	30	28	11.46
	4518407	9/8/2005		NORVASC 10MG TAB	30	19	37.53
	4529572	9/13/2005		RANITIDINE (PP60) 150MG TABS	60	52	7.17
	4429310	9/19/2005		SENNA TAB	6	3	0.52
	4494543	8/30/2005		SEROQUEL 100MG TAB	15	3	8.58
	4534401	9/15/2005		SEROQUEL 200MG TABS	30	29	156.57
10/1/2005	4552970	9/22/2005		CIPROFLOXACIN 500MG TAB	20	19	30.45
	4562935	9/27/2005		CITALOPRAM HBR 40MG TAB	15	15	11.80
	4470128	8/22/2005		DEPAKOTE 250MG TAB	10	9	10.35
	4562934	9/27/2005		LAMICTAL 100MG TABS	30	30	101.48
	4546468	9/20/2005		PAROXETINE 40MG TAB	15	12	10.35
	4541604	9/19/2005		ZETIA 10MG TABS	30	23	54.38
	4541526	9/19/2005		ZOLOFT 100MG TAB	14	1	2.50
	4552104	9/22/2005		ZOLOFT 100MG TAB	30	30	75.12
	4552104	9/26/2005		ZOLOFT 100MG TAB	30	30	75.12
	4466816	8/31/2005		ZYPREXA 15MG TAB	15	3	42.96
10/5/2005	4541573	9/19/2005		CEPHALEXIN 500MG CAP	30	6	2.21
	4521141	9/26/2005		CLONIDINE 0.1MG TABS	30	18	1.12
	4565190	9/28/2005		DILTIAZEM SR 120MG CAP	7	6	2.02
	4541614	9/19/2005		NORVASC 5MG TAB	30	23	33.10
	4541514	9/19/2005		PAROXETINE 40MG TAB	15	12.5	10.78
	4565169	9/28/2005		TRUVADA 200MG/300MG TAB	7	6	144.09
10/13/2005	4559663	9/26/2005		BUPROPION HCL 100MG TABS	42	19	5.48
	4575256	10/11/2005		BUPROPRION (PP30) 75MG TABS	60	30	6.48
	4523574	9/10/2005		DEPAKOTE (PP30) 500MG TAB	30	25	52.98
	4555971	9/23/2005		PAROXETINE 40MG TAB	15	10.5	9.05
	4575259	10/3/2005		PAROXETINE 40MG TAB	15	15	12.93
	4552287	9/22/2005		SEROQUEL 200MG TABS	15	15	80.98
	4552287	9/28/2005		SEROQUEL 200MG TABS	15	7	37.79
	4552287	10/3/2005		SEROQUEL 200MG TABS	15	15	80.98
	4568750	9/29/2005		SEROQUEL 200MG TABS	15	14	75.59
10/17/2005	4574072	10/1/2005		COREG 6.25MG TABS	30	9	14.26
	4561707	9/27/2005		LEVAQUIN 500MG TAB	14	5	48.59
	4574074	10/1/2005		LIPITOR 80MG TAB	15	10	32.67
	4575196	10/3/2005		MIRTAZAPINE 30MG TAB	30	22	18.45
	4585603	10/6/2005		MIRTAZAPINE 45MG TAB	30	28	23.94
	4574073	10/1/2005		QUINAPRIL 40MG TAB	30	9	3.30
	4585602	10/6/2005		SEROQUEL 300MG TABS	30	28	198.21
	4534437	9/15/2005		STRATTERA 40MG CAP	30	29	88.75
	4574078	10/1/2005		ZETIA 10MG TABS	30	19	44.92
10/18/2005	4568733	10/11/2005		EFFEXOR XR 150MG CAP	15	15	48.14
					1155	862	1,774.87

TOTAL= 1,774.87



Billing

CPS will submit an invoice to the Plumas County Correctional Facility by the 5<sup>th</sup> working day of each month for services provided in the previous calendar month. Each month, CPS will generate a detailed bill for the Plumas County Correctional Facility, showing the following information:

- Offender name and ID number
- Rx number
- Date Rx disbursed
- Name and strength of drug
- NDC number
- Quantity dispensed
- Charge

The bill is printed by offender name, in alphabetical order. Each facility's bill is printed separately. The invoice lists the cost of each facility's bill and a total amount due. The invoice also lists any credits for returns, and deducts that amount from the purchase amount, to show the net amount due. Bills are produced at the beginning of each month, and are received by our clients by the 5<sup>th</sup> of each month.

The NDC number for each prescription dispensed is included on the CPS invoice. This aids in the audit process when reconciling drug costs. Examples of Contract Pharmacy Services' invoicing are found on the next two pages. The Drug Billing Report details actual acquisition costs and includes appropriate dispensing fees for prescription and non-prescription medications.



Correctional Pharmaceutical Services

SAMPLE INVOICE

		<b>INVOICE</b>	
<b>Contract Pharmacy SERVICES</b>			
 125 Titus Avenue Warrington, Pennsylvania 18976	 Phone: 800.555.8062  Fax: 800.453.3938	 www.contractpharmacy.com  cpsbilling@contractpharmacy.com	
<b>BILL TO:</b> Television County Sheriff's Office Attention: Accounts Payable 123 Main Street Anytown, USA 98765	<b>SHIP TO:</b> Television County Jail Attention: Medical 555 Judicial Way Anytown, USA 98765		
Invoice Date 4/30/2020	Invoice Number 4-250-20		
Due Date 5/30/2020	P.O. Number 98765		
Payment Terms Net 30	Date of Service April, 2020		
DESCRIPTION	AMOUNT		
Medication Charges - Television County #250	\$15,603.08		
Medication Charges - Cable County #251	\$2,495.52		
Backup Pharmacy Charges	\$156.95		
Credits - for returned medications	(\$3,498.13)		
Credit - March, 2020 - patient Christopher Young credited to Juvenile in error	(\$76.13)		
<b>TOTAL DUE</b>	<b>\$14,681.29</b>		
<b>REMIT PAYMENT TO:</b> Contract Pharmacy Services, Inc. 125 Titus Avenue Warrington, Pennsylvania 18976			
THANK YOU - WE APPRECIATE YOUR BUSINESS!			

Correctional Pharmaceutical Services

DRUG BILLING REPORT

DRUG BILLING REPORT  
10/01/2005 - 10/31/2005

FACILITY	PERSON	PERSON	NUMBER	RX NUM	REFILL	DATE	GENERIC DRUG	DRUG NDC	DOC NAME	QTY	PRICE
XYZ COUNTY-301	DOE, JOHN		162080	4534243	R	10/6/2005	B VITAMIN C 500MG TABS	904052380	HOWELL, SHELLEY	30	\$0.34
XYZ COUNTY-301			162080	4590804	N	10/8/2005	G PRENATAL VITAMINS TABS	904531360	HOWELL, SHELLEY	30	\$0.65
XYZ COUNTY-301			162080	4590811	N	10/8/2005	G CALCIUM CARB 600MG TAB	904323202	HOWELL, SHELLEY	30	\$0.46
XYZ COUNTY-301			187834	4510832	R	10/11/2005	G MIRTAZAPINE 30MG TAB	378353093	HOWELL, SHELLEY	30	\$41.96
XYZ COUNTY-301			171988	4623714	N	10/24/2005	G HYDROXYZINE HCL 50MG TABS	5011103002	HOWELL, SHELLEY	60	\$31.32
XYZ COUNTY-301			171610	4585328	N	10/7/2005	G IBUPROFEN 800MG TAB	5611103005	HOWELL, SHELLEY	14	\$2.06
XYZ COUNTY-301			17117	4578542	N	10/3/2005	G SMZ-TMP DS 800/160MG TAB	53489014605	HOWELL, SHELLEY	84	\$32.13
XYZ COUNTY-301			106184	4635498	N	10/21/2005	G CHLORDIAZEPoxide 25MG CAPS	591078705	HOWELL, SHELLEY	21	\$2.56
XYZ COUNTY-301			83345	4611172	N	10/18/2005	G HOTZ (PP30) 26MG TABS	0726308209	HOWELL, SHELLEY	30	\$1.16
XYZ COUNTY-301			83345	4611175	N	10/18/2005	G METOPROLOL (PP30) 50MG TABS	904794688	HOWELL, SHELLEY	30	\$7.76
XYZ COUNTY-301			63345	4628651	N	10/25/2005	G CEPHALLEXIN 500MG CAP	6486010508	HOWELL, SHELLEY	40	\$24.63
XYZ COUNTY-301			185075	4617518	N	10/20/2005	G SMZ-TMP DS 800/160MG TAB	53489014605	HOWELL, SHELLEY	84	\$32.13
XYZ COUNTY-301			185076	4617620	N	10/20/2005	G IBUPROFEN 800MG TAB	5611103005	HOWELL, SHELLEY	20	\$2.06
XYZ COUNTY-301			186829	4579563	N	10/3/2005	B LEXAPRO 20MG TAB	456202001	HOWELL, SHELLEY	30	\$69.14
XYZ COUNTY-301			186829	4578565	N	10/3/2005	G ALPRAZOLAM 0.25MG TABS	378400105	HOWELL, SHELLEY	60	\$20.85
XYZ COUNTY-301			137916	4609497	R	10/21/2005	G DUODERM 6X6 G/F/PITCH	30003187651	HOWELL, SHELLEY	10	\$66.53
XYZ COUNTY-301			137918	4609498	N	10/17/2005	G BACLOFEN 20MG TAB	501673105	HOWELL, SHELLEY	120	\$62.14
XYZ COUNTY-301			137918	4620254	N	10/21/2005	G ZINC SULFATE 220MG CAP	677062261	HOWELL, SHELLEY	30	\$0.88
XYZ COUNTY-301			137916	4620255	N	10/21/2005	G VITAMIN C 500MG TAB	904052380	HOWELL, SHELLEY	30	\$0.62
XYZ COUNTY-301			137916	4622256	N	10/21/2005	G CEPHALEXIN 600MG CAP	8486010508	HOWELL, SHELLEY	66	\$34.48
XYZ COUNTY-301			137916	4620260	N	10/21/2005	G CARRASYN 30Z (90GM) GEI.	5393001230	HOWELL, SHELLEY	90	\$9.31
XYZ COUNTY-301			186367	4561159	R	10/26/2005	B IVORY SOAP (4PACK)	3700030044	HOWELL, SHELLEY	4	\$1.62
XYZ COUNTY-301			186236	4617258	N	10/19/2005	B ZOLEFT 50MG TAB	4840006	HOWELL, SHELLEY	45	\$119.40
XYZ COUNTY-301			186236	4617262	N	10/19/2005	G CLONAZEPAM 1MG TABS	185066410	HOWELL, SHELLEY	60	\$21.98
XYZ COUNTY-301			186236	4617267	N	10/19/2005	G BENZTROPINE 1MG TABS	83208110	HOWELL, SHELLEY	60	\$8.49
XYZ COUNTY-301			186230	4617283	N	10/19/2005	B LAMICIL 26MG TAB	173063302	HOWELL, SHELLEY	30	\$93.86
XYZ COUNTY-301			186236	4617286	N	10/19/2005	B ABILIFY 20MG TAB	59148001013	HOWELL, SHELLEY	30	\$433.83
XYZ COUNTY-301			186236	4617290	N	10/19/2005	G TRAZODONE 100MG TAB	50111043403	HOWELL, SHELLEY	30	\$8.68
XYZ COUNTY-301			180810	4585956	N	10/8/2005	B BETADINE DOUGH TWIN PACK 6OZ. SOIN.	3423062	HOWELL, SHELLEY	1	\$3.37
XYZ COUNTY-301			180810	4607063	N	10/14/2006	B ADVAIR DISKUS (80GM) 260/50 INH.	173069800	HOWELL, SHELLEY	60	\$149.66
XYZ COUNTY-301			180810	4607065	N	10/14/2005	B SINGULAR 10MG TAB	6011764	HOWELL, SHELLEY	30	\$7.66
XYZ COUNTY-301			42607	471823	R	10/3/2005	B ZOLEFT 100MG TAB	49491073	HOWELL, SHELLEY	16	\$38.47
XYZ COUNTY-301			184869	4302592	R	10/1/2005	B PREVACID 30MG CAPS	300304613	HOWELL, SHELLEY	30	\$130.83
XYZ COUNTY-301			164989	4302693	R	10/3/2005	G DIPHENHYDRAMINE (PP30) 50MG CAPS	80333388	HOWELL, SHELLEY	30	\$0.85
XYZ COUNTY-301			164969	4326424	R	10/3/2005	G PARACETAMOL 200MG TAB	49884087905	HOWELL, SHELLEY	30	\$43.12
XYZ COUNTY-301			184955	4436593	R	10/2/2005	G CLONAZEPAM 1MG TABS	185066410	HOWELL, SHELLEY	90	\$32.98
XYZ COUNTY-301			184956	4436593	R	10/27/2005	G CLONAZEPAM 1MG TABS	185066410	HOWELL, SHELLEY	90	\$32.98
XYZ COUNTY-301			184959	4471838	R	10/3/2005	B BUPROPION HCL (PP30) 100MG TABS	378043588	HOWELL, SHELLEY	60	\$45.05
XYZ COUNTY-301			184989	4574272	N	10/1/2005	B CETAPHIL MOIST LOT	30288391816	HOWELL, SHELLEY	1	\$7.81
XYZ COUNTY-301			184668	4618436	R	10/4/2005	G FERROUS SULFATE 325MG TABS	182403010	HOWELL, SHELLEY	30	\$0.19
XYZ COUNTY-301			184666	4518437	R	10/4/2005	G VITAMIN C 500MG TAB	904052360	HOWELL, SHELLEY	30	\$0.62
XYZ COUNTY-301			184686	4644206	R	10/21/2006	B SYMVEYAX 6/25MG CAP	2323130	HOWELL, SHELLEY	30	\$233.71
XYZ COUNTY-301			184666	4642666	N	10/31/2005	B VITAMIN C 500MG TABS	904062380	HOWELL, SHELLEY	30	\$0.34
XYZ COUNTY-301			184686	4642650	N	10/31/2005	G FERROUS SULFATE (PP30) 325MG TABS	182402818	HOWELL, SHELLEY	30	\$0.19
XYZ COUNTY-301			18834	4593074	N	10/10/2005	G FLUOXETINE (PP60) 20MG CAP	50111064869	HOWELL, SHELLEY	60	\$29.85
XYZ COUNTY-301			89834	4593958	N	10/11/2005	G ATENOLOL (PP30) 50MG TABS	781160688	HOWELL, SHELLEY	30	\$12.01
XYZ COUNTY-301			89834	4611165	N	10/18/2005	G SMZ-TMP DS 800/160MG TAB	63489014605	HOWELL, SHELLEY	84	\$32.13
XYZ COUNTY-301			89834	4623718	N	10/24/2005	G CEPHALEXIN 500MG CAP	64866010508	HOWELL, SHELLEY	84	\$51.72
XYZ COUNTY-301			89834	4626337	N	10/24/2005	G CITALOPRAM HBR 40MG TAB	186037301	HOWELL, SHELLEY	3.5	\$4.89
XYZ COUNTY-301			89834	4626839	N	10/24/2005	G CITALOPRAM HBR 40MG TAB	186037301	HOWELL, SHELLEY	30	\$39.32
XYZ COUNTY-301			89834	4627368	N	10/25/2005	G FLUOXETINE 10MG CAPS	406686105	HOWELL, SHELLEY	7	\$2.78
XYZ COUNTY-301			33821	4219138	R	10/5/2005	B SEROQUEL 300MG TABS	3100271460	HOWELL, SHELLEY	80	\$434.88
XYZ COUNTY-301			33921	4219144	R	10/6/2005	B SEROQUEL (PP30) 100MG TAB	310027185	HOWELL, SHELLEY	30	\$87.92
XYZ COUNTY-301			43324	4569138	N	10/12/2006	G METRONIDAZOLE 600MG TAB	903085205	HOWELL, SHELLEY	14	\$4.84
XYZ COUNTY-301			43324	4699143	N	10/12/2006	G FLUOXETINE (PP30) 20MG CAPS	60111064868	HOWELL, SHELLEY	30	\$14.93
XYZ COUNTY-301			43324	4599148	N	10/12/2005	B TYLENOL PM TABS	60580017610	HOWELL, SHELLEY	30	\$1.60
XYZ COUNTY-301			134640	4286647	R	10/3/2006	G CALCIUM CARB 600MG TAB	9049323282	HOWELL, SHELLEY	30	\$0.46
XYZ COUNTY-301			134640	446320	R	10/6/2005	B ZOLEFT 100MG TAB	49491073	HOWELL, SHELLEY	30	\$76.93
XYZ COUNTY-301			134640	4450277	R	10/21/2005	B SEROQUEL 100MG TAB	310027110	HOWELL, SHELLEY	90	\$283.78
XYZ COUNTY-301			190305	4607160	N	10/16/2005	G METFORMIN HCL (PP30) 500MG TABS	53489046788	HOWELL, SHELLEY	60	\$21.08
XYZ COUNTY-301			190305	4607181	N	10/15/2005	G HYZAAJ 100MG/25MG TABS	6074754	HOWELL, SHELLEY	30	\$83.89
XYZ COUNTY-301			63529	4833206	R	10/5/2005	G HCTZ 28MG TABS	87253082011	HOWELL, SHELLEY	15	\$0.69
XYZ COUNTY-301			53829	4800391	N	10/12/2005	G TRAMADOL HCL (PP30) 50MG TABS	57864037768	HOWELL, SHELLEY	80	\$24.04
XYZ COUNTY-301			44029	4817276	N	10/19/2005	G IBUPROFEN 800MG TAB	55111103005	HOWELL, SHELLEY	14	\$2.08
XYZ COUNTY-301			143906	4404470	R	10/6/2005	B DEPAKOTE (PP30) 500MG TAB	74821688	HOWELL, SHELLEY	60	\$130.22
XYZ COUNTY-301			143908	4404471	R	10/6/2006	G PRENAXEN (PP30) 500MG TAB	67263062288	HOWELL, SHELLEY	60	\$34.77
XYZ COUNTY-301			143908	4404472	R	10/6/2005	G CYCLOBENZAPRINE 10MG TAB	581568510	HOWELL, SHELLEY	60	\$32.74
XYZ COUNTY-301			143906	4404474	R	10/6/2005	G RANITIDINE (PP30) 150MG TABS	30781186368	HOWELL, SHELLEY	30	\$8.90
XYZ COUNTY-301			104566	4437793	R	10/21/2005	G BUPROPION SR 150MG TAB	835652001	HOWELL, SHELLEY	60	\$54.32
XYZ COUNTY-301			104596	4494491	R	10/9/2006	B DEPAKOTE 250MG TAB	74621463	HOWELL, SHELLEY	30	\$35.31
XYZ COUNTY-301			104596	4584444	N	10/5/2005	B DEPAKOTE (PP30) 500MG TAB	74621584	HOWELL, SHELLEY	60	\$130.22
XYZ COUNTY-301			183877	4395625	R	10/3/2006	B PREVACID 30MG CAPS	300304613	HOWELL, SHELLEY	30	\$130.93
XYZ COUNTY-301			183877	4395628	R	10/27/2005	B PREVACID 30MG CAPS	300304613	HOWELL, SHELLEY	30	\$130.93
XYZ COUNTY-301			183877	4414036	R	10/3/2005	B DITROPARAN XL 10MG TABS	17314960101	HOWELL, SHELLEY	30	\$88.91
XYZ COUNTY-301			183877	4414038	R	10/27/2005	B DITROPARAN XL 10MG TABS	17314850101	HOWELL, SHELLEY	30	\$88.91
XYZ COUNTY-301			183877	4422091	R	10/12/2005	G ALBUTEROL (17GM) INH.	172439018	HOWELL, SHELLEY	17	\$11.50
XYZ COUNTY-301			183877	4422099	R	10/4/2005	B NITROQUICK (28) 0.4MG TAB	58177032418	HOWELL, SHELLEY	26	\$3.88

\$3,886.88

## Drug Interactions

The pharmacy will process and update all orders, changes, and discontinues on a daily basis. Use of eCorrRx™ enables medical personnel to access a current patient pharmacy history, detailing all orders, changes, and discontinues, in real time.

Prescriptions will be screened for:

- 1) Duplicates
- 2) Medication interactions
- 3) Excessive dosages
- 4) Appropriateness of medication
- 5) Medications refilled too soon
- 6) Patient allergies
- 7) Medications ordered past stop date

Contract Pharmacy Services will notify the Plumas County Correctional Facility of any and all incidents of poly-pharmacy. CPS' sophisticated dispensing software system assists our staff in monitoring all orders for duplication, drug interactions, dosages, allergies, and timeliness of order (i.e. too soon or too late). If the event one of the above adverse actions occurs, a fax will be sent to the facility detailing the issue. In the event of a drug interaction, allergic contraindication, or incorrect dosing, a phone call will be made to the facility. Additionally, discrepancy logs, sent with the next shipment, detail anything out of the ordinary (i.e. changed order, refill too soon, etc.) about a particular order.

An example of a screen shot, indicating a drug interaction warning is provided below.

### PATIENT DRUG INTERACTIONS (screen shot – drug interactions report included with daily delivery)

**Medispan Screening Results**

All Screening and Reports

DRUG INTERACTION 1  
DRUG INTERACTION 2  
DRUG DISEASE 1  
DRUG DISEASE 2

Warning	Report	Details	Patient	Rx Notes
<b>DRUG INTERACTION 1</b>				
<p>RISPERIDONE 1MG TAB RX:NEW SCRIPT with FLUOXETINE, 20MG, CAP (PROZAC )            Rx:9127785 (On 06/09/2010)            Onset: Rapid Severity: Major Documentation: Probable</p> <p>FLUOXETINE, 20MG, CAP (PROZAC ) may increase plasma concentrations and pharmacologic effects of RISPERIDONE 1MG TAB. Additionally, concomitant use has resulted in reported cases of serotonin syndrome. Worsening of obsessive-compulsive disorder has also been reported with combined use.</p>				

## Patient Profiles

Contract Pharmacy Services will maintain computerized patient profiles. These profiles assist the pharmacy in monitoring all patient specific prescription orders and review prior to dispensing for appropriateness and accuracy. The profile includes the patient's medical history, as well as other information regarding the patient's drug utilization.

In using the eCorrRx™ system, the medical staff of the facility will have the ability to view and print, onsite, a patient's medication history. A computerized patient profile is provided below:

### PATIENT MEDICATION PROFILES (screen shot – can be printed to report)

Patient: SEINFELD, JERRY		Booking #	DOB	05/08/1952							
Account # 123456		250 - TELEVISION JAIL									
2		R#									
Toggle	Patient History	<input type="checkbox"/> Show All						22 (All Shown)			
Refill	Refill Status	Last Fill	Qty	Drug	Start Date	Stop Date	Doctor	Facility	Location	Sig	
1	C. Not Active or Refillable	03/16/07	15	RISPERDAL 4MG TAB	03/17/07	09/12/07	WELBY, MARCUS	250	CBS	1/2 TAB (2MG) OR	
2	C. Not Active or Refillable	11/25/07	0	RISPERDAL 4MG TAB	11/27/07	11/25/08	WELBY, MARCUS	250	CBS	1/2 TAB (2MG) OR	
3	C. Not Active or Refillable	03/16/07	5	TIMOLOL MALEATE (5ML) 0.5%, DROP (TIMOPTIC 5CC)	03/17/07	08/12/07	WELBY, MARCUS	250	CBS	INSTILL 1/2 TAB (	
4	C. Not Active or Refillable	03/16/07	30	FUROSEMIDE, 40MG, TAB (LASIX)	03/17/07	03/12/07	WELBY, MARCUS	250	CBS	TAKE ONE (1) TAB	
5	C. Not Active or Refillable	03/07/09	0	FUROSEMIDE, 40MG, TAB (LASIX)	03/08/09	03/07/10	WELBY, MARCUS	250	CBS	TAKE ONE (1) TAB	
6	C. Not Active or Refillable	03/07/09	0	TIMOLOL MALEATE (5ML) 0.5%, DROP (TIMOPTIC 5CC)	03/08/09	03/07/10	WELBY, MARCUS	250	CBS	INSTILL 1/2 TAB (	
7	C. Not Active or Refillable	11/26/07	0	TIMOLOL MALEATE (5ML) 0.5%, DROP (TIMOPTIC 5CC)	11/27/07	11/25/08	WELBY, MARCUS	250	CBS	INSTILL 1/2 TAB (	
8	C. Not Active or Refillable	11/26/07	0	FUROSEMIDE, 40MG, TAB (LASIX)	11/27/07	11/25/08	WELBY, MARCUS	250	CBS	TAKE ONE (1) TAB	
9	C. Not Active or Refillable	11/29/05	30	FUROSEMIDE, 40MG, TAB (LASIX)	11/30/05	05/28/06	QUINCY, RICHARD-MD	250	CBS	TAKE ONE (1) TAB	
10	C. Not Active or Refillable	11/29/05	0	RISPERDAL, 4MG, TAB	11/30/05	05/28/06	QUINCY, RICHARD-MD	250	CBS	ONE (1) TABLET O	
11	C. Not Active or Refillable	11/29/05	60	RANITIDINE, 150MG, TAB (ZANTAC 150MG TABS)	11/30/05	05/28/06	QUINCY, RICHARD-MD	250	CBS	ONE (1) TABLET O	
12	C. Not Active or Refillable	11/29/05	5	TIMOLOL MALEATE (5ML) 0.5%, DROP (TIMOPTIC 5CC)	11/30/05	05/28/06	QUINCY, RICHARD-MD	250	CBS	INSTILL 1/2 TAB (	
13	C. Not Active or Refillable	06/03/06	30	FUROSEMIDE, 40MG, TAB (LASIX)	06/10/06	02/05/07	QUINCY, RICHARD-MD	250	CBS	TAKE ONE (1) TAB	
14	C. Not Active or Refillable	06/03/06	5	TIMOLOL MALEATE (5ML) 0.5%, DROP (TIMOPTIC 5CC)	06/10/06	02/05/07	QUINCY, RICHARD-MD	250	CBS	INSTILL 1/2 TAB (	
15	C. Not Active or Refillable	11/29/05	18	RISPERDAL, 4MG, TAB	11/30/05	05/28/06	QUINCY, RICHARD-MD	250	CBS	1/2 TAB (2MG) OR	
16	C. Not Active or Refillable	06/19/06	15	RISPERDAL, 4MG, TAB	06/10/06	02/05/07	QUINCY, RICHARD-MD	250	CBS	1/2 TAB (2MG) OR	
17	C. Not Active or Refillable	06/19/06	0	RISPERDAL, 4MG, TAB	06/10/06	12/06/05	JOHN, TRAPPER-MD	250	CBS	ONE (1) TABLET O	
18	C. Not Active or Refillable	06/19/06	15	RISPERDAL, 4MG, TAB	06/10/06	12/06/05	JOHN, TRAPPER-MD	250	CBS	1/2 TAB (2MG) OR	
19	C. Not Active or Refillable	06/09/05	20	CIPROFLOXACIN, 500MG, TAB (CIPRO)	06/10/05	06/19/05	JOHN, TRAPPER-MD	250	CBS	ONE (1) TABLET O	
20	C. Not Active or Refillable	07/13/05	60	RANITIDINE, 150MG, TAB (ZANTAC 150MG TABS)	06/10/05	12/06/05	JOHN, TRAPPER-MD	250	CBS	ONE (1) TABLET O	
21	C. Not Active or Refillable	06/05/05	5	TIMOLOL MALEATE (5ML) 0.5%, DROP (TIMOPTIC 5CC)	06/10/05	12/06/05	JOHN, TRAPPER-MD	250	CBS	INSTILL 1/2 TAB (	
22	C. Not Active or Refillable	06/05/05	30	FUROSEMIDE, 40MG, TAB (LASIX)	06/10/05	12/06/05	JOHN, TRAPPER-MD	250	CBS	TAKE ONE (1) TAB	

Consulting Services/Quarterly Inspections

Contract Pharmacy Services has designated Wayne Shafer, RPh, as the consultant pharmacist to conduct the quarterly audit of the pharmacy operations at the Plumas County Correctional Facility, ensuring compliance with all state and federal regulations. Wayne will provide the Healthcare Administrator, Director of Nursing, Medical Director, and any members of the Pharmacy and Therapeutics Committee with a written inspection report. In doing so, he will ensure that the pharmaceuticals stored within the facility are within the expiration date and have not been compromised through improper storage. The quarterly inspection report meets all criteria of the major accreditation agencies for quality assurance. A copy of the "Pharmacy Audit for Correctional Facilities" form has been provided on the next page. This form has been used for several years and meets NCCHC, ACA, and AJA criteria for accreditation. The consultant pharmacist uses this form during the quarterly inspections and leaves a copy with the Health Services Administrator or other designated personnel at the facility.

CPS will provide periodic inspections and audits of the on-site pharmacy operations at the facility at no additional cost. These audits will examine regulatory compliance, drug storage and expiration date compliance, NCCHC standards, and pharmacy policies and procedures. The results of these inspections and audits will be discussed with the Healthcare Administrator, Director of Nursing, and Medical Director at the time of inspection and audit. Our consultant pharmacist will also conduct a quarterly P&T meeting with the Medical Director and other medical staff. At this meeting, the consultant pharmacist will discuss medication-related issues, such as new drug therapies, drug utilization, and drug product selection.

Our Director of Clinical Pharmacy Services is Kristi Tribuiani, Pharm.D, who is responsible for working with our clients to reduce medication cost. Dr. Tribuiani will review medication use at the Plumas County Correctional Facility and make recommendations in drug product selection. Her recommendations include pertinent drug information, gathered from current medical research reports, so that physicians can make prescribing decisions based upon current medical data. Dr. Tribuiani's services will be available to the Healthcare Administrator, Director of Nursing, Medical Director at the Plumas County Correctional Facility whenever they need drug information.

Contract Pharmacy Services, working through the P&T Committee, will review current medication protocols, develop a policy and procedure manual, identify cost containment areas, and review therapeutic options at the Plumas County Correctional Facility. The P&T Committee will also review CQI audits and take corrective action as needed.



Correctional Pharmaceutical Services

PHARMACY AUDIT FORM



Contract Pharmacy  
SERVICES

**CONTRACT PHARMACY SERVICES**  
800.782.4896 FAX 800.654.5063

**PHARMACY AUDIT FOR CORRECTIONAL FACILITIES**

DATE \_\_\_\_\_ INSTITUTION \_\_\_\_\_ UNIT \_\_\_\_\_

PHARMACIST SIGNATURE \_\_\_\_\_ ADMINISTRATOR/NURSE SIGNATURE \_\_\_\_\_



— Satisfactory

(—) — Unsatisfactory

(X) — Needs immediate attention

**A. MEDICATION STORAGE:**

1. Med storage areas are secured and keys are in possession of authorized personnel \_\_\_\_\_
2. Medication carts and med room are locked when not in use \_\_\_\_\_
3. Medication cart and med room are clean \_\_\_\_\_
4. Internal and external meds are separated \_\_\_\_\_
5. Medications are properly labeled with inmate's name \_\_\_\_\_
6. Discontinued, expired, and deteriorated meds have been separated from active Rx's \_\_\_\_\_
7. D/C'd meds not being used for stock or other inmates \_\_\_\_\_
8. Refrigerator is in good working order — temperature is between 36° - 46° \_\_\_\_\_
9. Refrigerator only contains medications, is it locked or in a locked area \_\_\_\_\_

**B. RECORDS:**

1. Records for stock/starter meds are properly kept \_\_\_\_\_
2. Meds are properly charted in MAR's \_\_\_\_\_
3. Start and Stop dates are noted on MAR's and followed \_\_\_\_\_
4. Refused meds are documented \_\_\_\_\_
5. New orders are promptly transcribed onto MAR's \_\_\_\_\_
6. PRN meds are properly documented \_\_\_\_\_
7. Sharps count is kept \_\_\_\_\_
8. Meds poured and administered by licensed personnel \_\_\_\_\_

**C. CONTROLLED MEDICATIONS:**

1. Controlled drugs are counted each shift \_\_\_\_\_
2. Count sheets agree with quantity in blister card \_\_\_\_\_
3. D/C'd and expired meds stored under double lock \_\_\_\_\_
4. Controlled meds stored under double lock \_\_\_\_\_

**D. EMERGENCY MEDICATION BOX:**

1. Emergency box is sealed \_\_\_\_\_
2. All medications are within 3 months of expiration date \_\_\_\_\_
3. List of contents is posted and accurate \_\_\_\_\_

**E. MISCELLANEOUS:**

1. Current reference books available \_\_\_\_\_
2. Deficiencies in previous inspection report have been corrected \_\_\_\_\_
3. Inspection reports are retained by administrator \_\_\_\_\_
4. Are all licenses and audit forms up to date as of the time of this inspection \_\_\_\_\_

COMMENTS AND RECOMMENDATIONS: \_\_\_\_\_

\_\_\_\_\_



### Medication Administration Records

Computer generated Medication Administration Records (MARs) for each inmate's medication order, including over-the-counter medication, are provided on a monthly basis, at no additional charge. MARs will be provided for all inmates/residents currently receiving medication not expiring by the first of the month. The MAR includes the following information:

- Patient name,
- Date of birth,
- Allergy information,
- ID number,
- Housing unit,
- All medication prescribed (over-the-counter as well as prescription drugs), including their instructions for use, and start and stop dates,
- Nursing care instructions

All prescriptions that will require a refill will contain a peel off label affixed to the blister card to expedite reorders via fax. Information pertaining to an inmate and the medications ordered will be sent to the pharmacy. CPS shall send a completed MAR for said medications and will list warnings and interactions when applicable. Pre-printed Medication Administration Records (MARs) will be provided by the 25<sup>th</sup> of each month for use in the following month. Additionally, if using the eCorrRx™ system, staff will be able to print MARs onsite, increasing accuracy and allowing for additional orders in the remainder of the month to be pre-filled on the MAR. A sample of the computerized MAR form appears on the next page.



## Correctional Pharmaceutical Services

## MEDICATION ADMINISTRATION RECORD (MAR)

FACILITY NAME 250 - TELEVISION JAIL		PAGE: 1 of 1						
MEDICATION SHEET & ADMINISTRATION RECORD		MONTH / YEAR 12/2012						
		0500						
CEPHALEXIN 250MG CAP		1200						
KEFLEX		1800						
TAKE ONE (1) CAPSULE ORALLY THREE TIMES A DAY		Nurse Initials:	START 11/03/2012					
RX 2094911 TRAPPER JOHN MD			STOP 12/03/2012					
IBUPROFEN 600MG TAB								
MOTRIN								
TAKE ONE (1) TABLET ORALLY EVERY 6 HOURS AS NEEDED								
RX 2094958 DOOGIE HOWSER MD		Nurse Initials:	START 11/04/2012					
METFORMIN HCL 500MG TAB		0500						
GLUCOPHAGE		1800						
TAKE ONE (1) TABLET ORALLY TWICE A DAY		Nurse Initials:	START 09/18/2012					
RX 2093756 TRAPPER JOHN MD			STOP 03/16/2013					
		Nurse Initials:	START					
			STOP					
		Nurse Initials:	START					
			STOP					
		Nurse Initials:	START					
			STOP					
MEDICATION SHEET & ADMINISTRATION RECORD		HOURS 1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30 31						
ALLERGIES	ACETAMINOPHEN, PENICILLINS		PHYSICIAN'S NAME	MARCUS WELBY MD				
DIAGNOSES	HYPERTENSION		NURSE'S SIGNATURE		INITIAL	NURSE'S SIGNATURE		INITIAL
PATIENT NAME	SMITH JOHN A	ID 123456789 DOB 11/05/1967	LOC. NO.	A2				
DOCUMENTATION CODES =		DC - Discontinued Order DO - Dose Omitted H - Medical Hold	R - Refused C - Count LD - Lock Down	B - Self Administered NS - No Show O - Other				

Reports

CPS will provide the Plumas County Correctional Facility with a vast array of computerized forms and reports. These reports will assist in monitoring utilization and controlling costs of medications at the facility. A sampling of pharmacy management reports, commonly used by other CPS clients, have been provided on the following eight pages. These reports can be generated for the facility on a monthly basis or as needed and can be manipulated to be sorted in different fashions, depending on the extraction of data needed. Additional customized reports are available as requested, at no additional cost.

## Correctional Pharmaceutical Services

## DRUG UTILIZATION REPORT

DRUG UTILIZATION REPORT  
XYZ COUNTY JAIL  
10/01/2005 - 10/31/2005

DETAIL		RX NUM	FILL DATE	FILLS	FL %	QUANTITY	PRICE
DOE, JOHN, #57874							
ZITHROMAX, 250MG TAB	JACKSON, YVONNE-NP	4581173	10/04/2005 -	1	1.6	0	
ZITHROMAX, 250MG TAB	JACKSON, YVONNE-NP	4581174	10/04/2005 -	1	1.6	4	
ZITHROMAX, 250MG TAB	JACKSON, YVONNE-NP	4602760	10/13/2005 -	1	1.6	0	
DOE, JOHN, #57874				3	4.7	4	
AMOXICILLIN/CLAVULANATE	JACKSON, YVONNE-NP	4581143	10/04/2005 -	1	1.6	12	
				1	1.6	12	
AMOXICILLIN, 500MG CAP	JACKSON, YVONNE-NP	4595181	10/11/2005 -	1	1.6	18	
				1	1.6	18	
SMZ-TMP DS, 800/160MG T	JACKSON, YVONNE-NP	4613652	10/18/2005 -	1	1.6	17	
				1	1.6	17	
TETRACYCLINE, 500MG CAP	JACKSON, YVONNE-NP	4610631	10/17/2005 -	1	1.6	42	
				1	1.6	42	
METRONIDAZOLE, 500MG TA	JACKSON, YVONNE-NP	4593952	10/11/2005 -	1	1.6	12	
				1	1.6	12	
INH (PP30), 300MG TABS	PENA-PRIDMORE, ROSALIE	4622050	10/21/2005 -	1	1.6	0	
				1	1.6	0	
INH, 300MG TAB	HOROWITZ, EVALYN	4587649	10/06/2005 -	1	1.6	0	
				1	1.6	0	
AMOXICILLIN/CLAVULANATE	JACKSON, YVONNE-NP	4641985	10/31/2005 -	1	1.6	18	
				1	1.6	18	
ZITHROMAX, 250MG TAB	JACKSON, YVONNE-NP	4579842	10/04/2005 -	1	1.6	4	
ZITHROMAX, 250MG TAB	JACKSON, YVONNE-NP	4581128	10/04/2005 -	1	1.6	0	
				2	3.1	4	

Correctional Pharmaceutical Services

FORMULARY AND NON-FORMULARY MEDICATIONS DISPENSED

DRUG UTILIZATION REPORT FORMULARY DRUGS DISPENSED 07/01/2004 THRU 07/31/2004		
DETAIL	FILLS	QUANTITY
ALBUTEROL (17GM) INH.	17	280
ALBUTEROL SOLN 2.6MG/3ML (25) 0.003% VIAL	4	100
AMITRIPTYLINE (PP30) 100MG TABS	1	30
AMITRIPTYLINE (PP30) 25MG TABS	2	60
AMITRIPTYLINE (PP30) 50MG TABS	5	150
AMITRIPTYLINE 10MG TABS	2	60
AMITRIPTYLINE 25MG TABS	1	15
AMOXICILLIN 600MG CAPS	2	30
ASPIRIN LO-DOSE 81MG TAB	1	30
ATENOLOL (PP30) 50MG TABS	6	180
ATENOLOL 100MG TABS	1	30
BENZTROPINE (PP30) 1MG TABS	1	30
BENZTROPINE (PP60) 2MG TABS	3	180
BISACODYL 10MG SUP.	1	30
CARBAMAZEPINE (PP60) 200MG TABS	1	60
CARBAMAZEPINE CHEW (PP30) 100MG TABS	3	90
CEPHALEXIN 500MG CAP	32	622
CHLORPHENIRAMINE 4MG TABS	1	30
CIMETIDINE (PP30) 400MG TABS	2	60
CLONIDINE (PP30) 0.1MG TABS	2	80
CLONIDINE (PP30) 0.2MG TABS	1	30
CLONIDINE (PP60) 0.1MG TABS	4	240
CLONIDINE (PP60) 0.2MG TABS	4	240
CLONIDINE (PP60) 0.3MG TABS	1	60
CLONIDINE 0.1MG TABS	1	20
DIOCYCLOMINE 10MG CAPS	1	42
DIPHENHYDRAMINE (PP30) 25MG CAPS	2	60
DIPHENHYDRAMINE (PP30) 50MG CAPS	1	30
DIPHENHYDRAMINE 25MG CAPS	1	10
DOXYCYCLINE (PP20) 100MG CAPS	1	20
DOXYCYCLINE 100MG CAPS	13	268
DSS (PP30) 100MG CAPS	7	210
DSS 100MG CAP	2	60
ENALAPRIL 20MG TABS	1	28
ERYTHROMYCIN OPHTH (3.5GM) 0.5% OINT	1	3.5
FLUPHENAZINE 6MG TAB	1	30
FLUPHENAZINE DEC (6ML) 25MG/ML INJ	1	6
FUROSEMIDE (PP30) 40MG TABS	5	150
FUROSEMIDE 20MG TABS	2	60
HCTZ (PP30) 25MG TABS	9	270
HCTZ (PP30) 50MG TABS	1	30
HCTZ 25MG TABS	1	9.5
HYDROXYZINE HCL (PP60) 25MG TAB	2	120
HYDROXYZINE HCL 25MG TAB	3	72
HYDROXYZINE PAM (PP30) 25MG CAP	2	120
HYDROXYZINE PAM (PP30) 50MG CAPS	2	60
HYDROXYZINE PAM (PP60) 60MG CAPS	2	120
IBUPROFEN (PP30) 400MG TAB	10	300
PREDNISOLONE ACETATE (10ML) 1% DRPS	1	10
PROPOXY-NAPAP 100-650 TAB	6	244
PROPRANOLOL 10MG TABS	1	60
RANITIDINE (PP60) 160MG TABS	7	420
RANITIDINE 160MG TABS	2	58
SMZ-TMP DS 800/160MG TAB	11	218
TETRACYCLINE 500MG CAP	1	28
THEOPHYLLINE ER 300MG TABS	1	60
THIOTHIXENE 5MG CAPS	1	30
TRAZADONE (PP30) 100MG TAB	7	210
TRAZADONE (PP30) 50MG TAB	3	90
TRAZODONE 100MG TAB	1	0
TRIPLE ANTIBIOTIC (30GM) OINT	1	30
VERAPAMIL SR (PP30) 240MG TABS	1	30
VITAMIN B-5 (PP30) 50MG TABS	2	0
VITAMIN B-6 50MG TAB	4	0
SAMPLE COUNTY FORMULARY DRUGS	371	10627

DRUG UTILIZATION REPORT NON-FORMULARY DRUGS DISPENSED 7/1/2004 THRU 7/31/2004		
DETAIL	FILLS	QUANTITY
ABILIFY 10MG TAB	1	30
ACYCLOVIR 400MG TAB	1	60
ADVAIR DISKUS (60GM) 250/50 INH.	1	60
ALLEGRA 180MG TABS	2	60
AMOXICILLIN 875MG TABS	1	20
AMOXICILLIN/CLAVULANATE 600/125MG TAB	1	30
ARTHROTEC 75 75MG/0.2MG TAB	1	28
AVAPRO 150MG TAB	1	30
BELLAHIST-D LA TAB	1	20
BENAZEPRIL HCL 10MG TAB	1	30
BENICAR 20MG TAB	1	27
BISOPROLOL/HCTZ 10MG/6.25MG TAB	2	30
BUTAL/AS/CAFF 60/228/40MG CAP	1	60
CELEXA 40MG TAB	1	15
CHLORHEXIDINE GLUC ORAL 0.12% SOLN	2	946
CHLORZOXAZONE 500MG TABS	1	28
CLARINEX 6MG TABS	2	60
COGENTIN 2MG/2ML AMP	1	20
COREG 6.25MG TABS	1	30
CPM/PS/MS/ 8/60/2.5MG TABS	4	65
CYCLOBENZAPRINE 10MG TAB	30	984
DANDREX ANTI-DANDRUFF (240ML) 1% SHAM	1	240
DEEP SEA NASAL SPRAY (45GM) SPR	2	90
DEPAKOTE ER 600MG TAB	3	90
DICLOFENAC POTASSIUM 50MG TAB	9	360
DIFLUCAN 100MG TAB	2	75
DOXAN HCT 160/25MG TAB	1	30
DITROPAN XL 8MG TAB	2	60
DOCUSATE CALCIUM 240MG CAP	5	102
DOVONEX (60GM) 0.006% OINT	1	80
EFFEXOR XR 150MG CAP	2	60
IPRATROPIUM BROMIDE (26) 0.02% AMPS	1	25
LIPITOR 20MG TAB	3	45
LIPITOR 40MG TAB	2	60
MARS-ECORR (1200/BOX)	1	0
METFORMIN HCL 1000MG TAB	2	60
METOLAZONE 2.5MG TAB	1	30
MIRTAZAPINE 16MG TAB	2	44
MULTIVITES/MINERALS TABS	1	8
NABUMETONE 600MG TABS	1	30
NABUMETONE 750MG TAB	2	60
NAPROXEN BODIUM 220MG TAB	25	744
NASAL SPRAY (15ML) 0.06% SPRY	1	16
NEURONTIN (PP30) 300MG CAPS	1	30
NEURONTIN 600MG TAB	1	28
SPIRONOLACTONE 50MG TAB	1	30
THERA DERM (240ML) LOTN	4	960
THERAPEUTIC BATH (240ML) LOTN	1	240
TAZAC 180MG CAP	1	30
TAZAC 800MG CAPS	1	30
TOPAMAX 25MG TAB	1	30
TRAMADOL HCL 50MG TABS	2	40
TRIAMCINOLONE (15GM) 0.1% CRM	1	15
ULTRACET 87.5/825MG TAB	2	60
UROXATRAL 10MG TAB	1	30
VALTREX 600MG TAB	1	14
VANTIN 200MG TABS	1	20
VIREAD 300MG TABS	1	8
WELLBUTRIN XL 300MG TAB	1	30
ZERIT 40MG CAP	2	60
ZITHROMAX 260MG TAB	1	6
ZOLOFT 100MG TAB	3	60
ZYPREXA 8MG TAB	1	30
ZYRTEC 10MG TABS	4	120
SAMPLE COUNTY NON-FORMULARY DRUGS	360	14708.5

Correctional Pharmaceutical Services

TOP 50 DRUGS FORMULARY VS. NON-FORMULARY

ALL DRUGS DRUG	XYZ DOC COMBINED TOP 50 DRUGS BY COST- MAY THRU JULY 2006			NON-FORMULARY DRUGS	
	PRICE	QUANTITY	DRUG	PRICE	QUANTITY
1 TRIZIVIR 300/150MG TABS	\$22,496.00	1384	1 PEGASYS INJ (1) 180MCG/ML VIAL	\$17,655.22	64
2 TRUVADA 200MG/300MG TAB	\$18,420.38	829	2 ZOLOFT 100MG TAB	\$4,166.01	1726.6
3 PEGASYS INJ (1) 100MCG/ML VIAL	\$17,055.22	64	3 EFFEXOR XR 75MG CAP	\$3,916.36	1870
4 VIREAD 300MG TABS	\$14,038.79	1114	4 ADVAIR DISKUS (60GM) 600/60 IN	\$8,380.12	18
5 PEG-INTRON (0.5ML) 120MCG VIA	\$12,403.82	42	5 DEPAKOTE 500MG TAB	\$8,027.98	1490
6 SUSTIVA 600MG TABS	\$12,239.25	919	6 ZYPREXA 15MG TAB	\$2,898.38	219
7 SEROQUEL (PP30) 200MG TAB	\$11,625.78	2234	7 ZYPREXA 10MG TAB	\$2,789.65	319
8 PRILosec (42) 20MG TAB	\$10,407.47	18062	8 RISPERDAL 4MG TAB	\$2,691.69	349
9 GEODON 20MG CAPS	\$10,319.30	2512	9 PREVACID 30MG CAPS	\$2,523.36	661
10 LIPITOR 20MG TAB	\$10,144.20	3221	10 ADVAIR DISKUS (60GM) 250/60 IN	\$2,483.64	18
11 GEODON 80MG CAPS	\$9,976.83	2230	11 NEXIUM 40MG CAP	\$2,392.46	587
12 LIPITOR 40MG TAB	\$9,863.90	3132	12 RISPERDAL CONSTA (1) 60MG/2ML	\$2,275.20	6
13 GEODON 40MG CAPS	\$9,321.04	2273	13 RISPERDAL 3MG TAB	\$2,268.04	399
14 REYATAZ 200MG CAP	\$9,262.60	778	14 TOPAMAX 100MG TAB	\$1,936.73	484
15 REYATAZ 160MG CAP	\$9,072.12	762	15 DOVONEX (60GM) 0.05% CRM	\$1,876.10	17
16 BECONASE AQ SPRAY (25GM) SPRY	\$9,020.10	134	16 RISPERDAL 2MG TAB	\$1,770.11	368.6
17 EPIVIR 160MG TABS	\$8,580.95	1854	17 ACTOS 45MG TAB	\$1,636.40	319
18 SEROQUEL 25MG TABS	\$7,484.35	4773	18 DEPAKOTE 250MG TAB	\$1,617.87	1377
19 SEROQUEL 300MG TABS	\$7,000.73	1028	19 RENAGEL 800MG TABS	\$1,617.28	1227
20 QVAR (7.3G) 40MOG INH.	\$6,406.36	133	20 LEXAPRO 20MG TAB	\$1,477.22	703
21 GEODON 60MG CAPS	\$6,316.82	1412	21 EFFEXOR XR 150MG CAP	\$1,461.30	475
22 NEUROGEN 1ML 800MCG/ML VIAL	\$6,194.31	34	22 HEP SERA 10MG TAB	\$1,447.80	90
23 PEG-INTRON (0.5ML) 80MCG INJ	\$6,109.86	22	23 NORVASC 10MG TAB	\$1,388.74	735
24 FLOMAX 0.4MG CAP	\$6,621.97	3384	24 COMBIVENT (16GM) INH.	\$1,375.80	23
25 SEROQUEL (PP30) 100MG TAB	\$5,168.33	1873.5	25 HEPATITIS A (HAVRIX-1ML) VIAL	\$1,191.36	24
26 PEG-INTRON (0.5ML) 150MCG INJ	\$4,956.42	16	26 ZOFTRAN 8MG TAB	\$1,181.20	38
27 EPZICOM TAB	\$4,881.30	226	27 PROTONIX 40MG TABS	\$1,180.55	396
28 RIBASPHERE 200MG CAPS	\$4,814.00	4964	28 ALLEGRA 180MG TAB	\$1,113.94	527
29 PLAVIX 75MG TAB	\$4,696.71	1254	29 ADVAIR DISKUS (60GM) 100/60 IN	\$978.80	9
30 KALETRA 133.3/33.3MG CAPS	\$4,669.99	1446	30 LUPRON DEPOT 3.75MG	\$949.32	2
31 ZOLOFT 100MG TAB	\$4,166.01	1725.6	31 NEXIUM 20MG CAPS	\$930.64	225
32 VALPROIC ACID (PP30) 250MG CAP	\$4,163.72	22029	32 PANGESTYME-MT18 CAP	\$923.00	2246
33 VIRAMUNE 200MG TAB	\$4,046.95	686	33 PATAVOL (5ML) 0.1% DROP	\$909.90	14
34 NORVIR 100MG CAPS	\$3,960.88	462	34 DOVONEX (60GM) 0.05% OINT	\$882.40	8
35 EFFEXOR XR 75MG CAP	\$3,916.36	1379	35 ROCEPHIN ADD-V (10X10ML) 2GM V	\$833.87	10
36 ADVAIR DISKUS (60GM) 600/60 IN	\$3,350.12	18	36 COLAZAL 750MG CAP	\$794.68	735
37 IMITREX 25MG TAB	\$3,164.83	189	37 ABILIFY 15MG TAB	\$736.80	80
38 ALBUTEROL (17GM) INH.	\$3,028.73	485	38 TOBRAMYCIN (25X2ML) 80MG/2ML V	\$723.52	475
39 DEPAKOTE 500MG TAB	\$3,027.98	1490	39 RESTASIS (32X0.4ML) 0.05%	\$708.03	288
40 ZYPREXA 15MG TAB	\$2,896.38	219	40 ZYPREXA 6MG TAB	\$702.69	120
41 IMITREX 60MG TAB	\$2,792.40	180	41 SINGULAIR 10MG TAB	\$679.62	259
42 ZYPREXA 10MG TAB	\$2,789.65	319	42 RISPERDAL CONSTA (1) 25MG/2ML	\$677.01	3
43 ATROVENT (14GM) 18MCG INH.	\$2,716.38	47	43 TOPAMAX 25MG TAB	\$671.66	459
44 RISPERDAL 4MG TAB	\$2,691.89	349	44 ENTOCORT EC 3MG CAP	\$667.61	230
45 PAROXETINE 40MG TAB	\$2,690.15	3716.5	45 FLONASE SPRAY (16GM) 0.05% SPR	\$628.20	10
46 PREVACID 30MG CAPS	\$2,623.36	661	46 LAMICTAL 100MG TABS	\$626.68	205
47 CRIXIVAN 400MG CAP	\$2,512.18	990	47 DETROL 2MG TAB	\$624.78	390
48 ADVAIR DISKUS (60GM) 250/60 IN	\$2,483.84	18	48 TRILEPTAL 600MG TAB	\$593.44	170
49 COMBIVIR 150MG/300MG TAB	\$2,408.48	240	49 EFFEXOR 75MG TAB	\$571.16	333
50 NEXIUM 40MG CAP	\$2,392.46	567	50 XANAX 1MG TAB	\$567.47	360

Correctional Pharmaceutical Services

TOP 50 DRUGS BY COST

JULY - SEPTEMBER 2005 DRUG	XYZ COUNTY TOP 50 DRUGS BY COST APRIL - JUNE 2006			PRICE	QUANTITY
	PRICE	QUANTITY	DRUG		
1 SEROQUEL 200MG TABS	\$2,679.02	468	1 SEROQUEL 200MG TABS	\$3,451.80	603
2 RISPERDAL 4MG TAB	\$1,277.71	143.5	2 RISPERDAL 4MG TAB	\$1,145.84	135
3 ABILIFY 15MG TAB	\$979.27	92.6	3 RISPERDAL 2MG TAB	\$925.36	172
4 ASCENSIA AUTODISC STR	\$924.16	80	4 SEROQUEL 300MG TABS	\$708.09	105
5 ZYPREXA 10MG TAB	\$910.80	90	5 GABAPENTIN 300MG TAB	\$763.60	690
6 GABAPENTIN 300MG TAB	\$806.66	728	6 ZOLOFT 100MG TAB	\$557.66	210
7 SEROQUEL 300MG TABS	\$675.61	90	7 ZYPREXA 10MG TAB	\$465.40	46
8 RISPERDAL 2MG TAB	\$650.30	87.6	8 PAROXETINE 40MG TAB	\$435.94	228
9 SEROQUEL 100MG TAB	\$646.20	180	9 SEROQUEL 100MG TAB	\$409.64	135
10 EFFEXOR 75MG TAB	\$509.38	270	10 CLINDAMYCIN 150MG CAP	\$385.32	462
11 ZYPREXA 6MG TAB	\$604.08	75	11 RISPERDAL 3MG TAB	\$378.14	60
12 EFFEXOR XR 150MG CAP	\$455.91	134	12 ONE-TOUCH BASIC/PROFILE/I ST	\$372.20	600
13 VALPROIC ACID 250MG CAP	\$430.96	760	13 ASCENSIA AUTODISC STR	\$336.60	30
14 BUPROPION HCL 100MG TABS	\$394.63	640	14 LEXAPRO 20MG TAB	\$304.26	127.5
15 LAMICTAL 200MG TAB	\$366.69	90	15 RENAGEL 800MG TABS	\$244.86	180
16 AUGMENTIN XR 1000/62.5MG TABS	\$362.86	128	16 VALPROIC ACID 250MG CAP	\$241.42	418
17 ZYPREXA 2.5MG TAB	\$335.91	59	17 ATENOLOL (PP30) 50MG TABS	\$229.20	460
18 ADVAIR DISKUS (60GM) 260/50 IN	\$310.28	2	18 AMOXICILLIN/CLAVULANATE 875/12	\$213.92	61
19 BUPROPION SR 150MG TAB	\$297.83	236	19 DEPAKOTE (PP30) 500MG TAB	\$202.23	90
20 CLINDAMYCIN 150MG CAP	\$289.39	347	20 LANTUS INSULIN U-100 INJ	\$183.84	3
21 PAROXETINE 40MG TAB	\$261.64	126	21 BUPROPION HCL (PP30) 100MG TA	\$177.73	210
22 CEPHALEXIN 500MG CAP	\$238.79	277	22 APLISOL (1-5ML) VIAL	\$176.04	2
23 ABILIFY 30MG TAB	\$224.88	15	23 LINDANE (60ML) 1% LOTN	\$173.48	2
24 LAMICTAL 100MG TABS	\$216.20	60	24 BUPROPION HCL 100MG TABS	\$171.62	265
25 LEXAPRO 20MG TAB	\$214.74	90	25 CLONAZEPAM 1MG TABS	\$169.71	271
26 RISPERDAL 3MG TAB	\$196.85	30	26 LEVAQUIN 750MG TABS	\$154.39	8
27 LANTUS INSULIN U-100 INJ	\$199.57	3	27 LITHIUM CARB 300MG CAPS	\$162.82	1660
28 APLISOL (1-5ML) VIAL	\$190.80	2	28 IBUPROFEN 400MG TAB	\$162.38	1338
29 AMOXICILLIN/CLAVULANATE 875/12	\$182.36	52	29 ABILIFY 15MG TAB	\$161.97	15
30 TRAZODONE 100MG TAB	\$103.58	406	30 FLUOXETINE (PIP60) 20MG CAP	\$146.24	210
31 IBUPROFEN 400MG TAB	\$153.11	1345	31 ZOCOR 40MG TAB	\$136.56	30
32 CIMETIDINE 400MG TAB	\$142.10	290	32 ALBUTEROL (17GM) INH.	\$128.80	8
33 LEXAPRO 10MG TABS	\$137.20	60	33 MIRTAZAPINE 30MG TAB	\$117.47	60
34 HUMALOG INSULIN 100U/ML	\$138.62	2	34 CEPHALEXIN 500MG CAP	\$117.30	136
35 LISINOPRIL 10MG TAB	\$126.55	180	35 EFFEXOR 75MG TAB	\$113.19	60
36 METFORMIN HCL 1000MG TAB	\$121.22	120	36 UNISTIK 2 NORMAL 60	\$111.15	13
37 LISINOPRIL 5MG TAB	\$120.77	179	37 CARBAMAZEPINE (PP60) 200MG TAB	\$104.76	420
38 UNISTIK 2 NORMAL 50	\$119.71	14	38 ACYCLOVIR 400MG TAB	\$100.88	70
39 WELLBUTRIN XL 300MG TAB	\$119.05	30	39 AUGMENTIN XR 1000/62.5MG TABS	\$99.24	36
40 ATENOLOL 25MG TABS	\$114.24	210	40 LISINOPRIL 20MG TAB	\$99.06	120
41 ALBUTEROL (17GM) INH.	\$112.70	7	41 EPI-PEN 0.3MG SYRG	\$95.89	2
42 METFORMIN HCL 500MG TABS	\$110.73	226	42 FIXODENT ADH. CR. 2.4OZ	\$93.12	24
43 PHENYTOIN SOD EFT (PP60) 100MG	\$106.28	480	43 PEN VK 500MG TAB	\$88.23	326
44 FLUOXETINE (PP30) 20MG CAPS	\$104.45	160	44 TRAZODONE 100MG TAB	\$84.82	210
45 ATENOLOL (PP30) 50MG TABS	\$100.96	180	45 LISINOPRIL 5MG TAB	\$80.29	119
46 ATENOLOL 100MG TABS	\$99.88	120	46 CHLORDIAZEPOXIDE 25MG CAPS	\$76.66	450
47 CLONAZEPAM 0.5MG TABS	\$98.70	219.5	47 ATENOLOL 100MG TABS	\$74.91	90
48 HYDROXYZINE HCL 50MG TABS	\$98.66	135	48 AMITRIPTYLINE 150MG TAB	\$73.17	90
49 LITHIUM (PP60) 300MG CAPS	\$98.45	870	49 DEPAKOTE 250MG TAB	\$73.10	60
50 STRATTERA 40MG CAP	\$97.35	30	50 CIMETIDINE 400MG TAB	\$72.52	148

## Correctional Pharmaceutical Services

## PRESCRIPTION EXPIRATION REPORT

PRESCRIPTION EXPIRATION REPORT					
SAMPLE COUNTY					
8/30/2004 THRU 9/10/2004					
RX NUM	DRUG NAME	ORD DATE	EXP DATE	DLY QTY	SIG
DOCTOR: HAYDEL, RICHARD DEA #: AH4390807					
PERSON: DOE, JOHN LOCATION: F200 NUMBER: 48184 3864216 PAROXETINE 40MG TAB		6/9/2004	9/6/2004	0.5	TAKE 1/2 TAB (20MG) ORALLY DAILY
LOCATION: H3 NUMBER: 46124 3963334 IBUPROFEN 800MG TAB 3963339 SMZ-TMP DS 800/160MG TAB		8/25/2004	9/3/2004	3	ONE (1) TABLET ORALLY 3 TIMES A DAY X 10 DAYS
		8/25/2004	8/31/2004	2	ONE (1) TABLET ORALLY TWICE A DAY X 7 DAYS
LOCATION: NUMBER: 21957 3969308 NAPROXEN 500MG TAB		8/21/2004	8/30/2004	2	ONE (1) TABLET ORALLY TWICE A DAY X 10 DAYS
LOCATION: B100 NUMBER: 32097 3901304 IRANITIDINE (PP60) 150MG TAB	S	07/09/2004	9/6/2004	2	ONE (1) TABLET ORALLY TWICE A DAY
LOCATION: D400 NUMBER: 66149 3961494 CEPHALEXIN 500MG CAP		8/24/2004	9/2/2004	4	ONE (1) CAPSULE ORALLY 4 TIMES A DAY FOR 10 DAYS
LOCATION: D400 NUMBER: 67305 3966758 CEPHALEXIN 500MG CAP		8/27/2004	9/5/2004	3	ONE (1) CAPSULE ORALLY 3 TIMES A DAY
LOCATION: C100 NUMBER: 61801 3963322 IBUPROFEN 800MG TAB		8/25/2004	9/7/2004	3	ONE (1) TABLET ORALLY THREE TIMES A DAY
LOCATION: A300 NUMBER: 5280 3966752 MIGQUIN CAPS		8/27/2004	9/9/2004	2	TAKE ONE (1) CAPSULE ORALLY TWICE A DAY
LOCATION: B200 NUMBER: 27660 3972200 NAPROXEN 500MG TAB		8/31/2004	9/9/2004	2	ONE (1) TABLET ORALLY TWICE A DAY
LOCATION: B100 NUMBER: 60862 3970148 PSEUDOEPHEDRINE 60MG TAB		8/28/2004	9/3/2004	2	ONE (1) TABLET ORALLY TWICE A DAY



Statistical reports on a monthly basis are provided. These reports include the total number of prescriptions (new and refill), total number of doses, total number of controlled drug doses, number and percentage of residents receiving a specific type of drug, number of prescriptions per inmate, and number of prescriptions per patient. Psychotropic and HIV medication usage is also detailed on this report. If additional information is required by the Plumas County Correctional Facility, this report can be modified to accommodate the request. An example report is provided on the next page.



Correctional Pharmaceutical Services

STATISTICAL REPORT

XYZ COUNTY JAIL														NF							
FACILITY	CENSUS	NON-PHARM			PHYSICIAN			NURSE			PHARM			# OF PHARM	# OF NURSES	# OF NF					
		HVN	PER PHM	HVN	PSYCH	CYTHON	TOTAL	PHN	PER PHM	HVN	PER PHM	PATIENT	ON MEDS	on HVN	on HVN	on HVN	CARDIAC	CARDIAC	DARTDAO		
HIGH SEC	86	\$2,097.76	\$2,092.34	\$2,347.13	\$1,358.61	\$2,701.58	\$8,497.22	84	230	23	263	2,68	9.05	77.37%	2	2.11%	\$72.30	\$45.47	0	\$0.00	\$0.00
MAXIMUM SEC	235	\$4,008.80	\$1,557.23	\$4,312.64	\$3,244.60	\$2,121.23	\$11,476.37	109	267	27	294	1.02	2.70	37.72%	8	1.73%	\$45.41	\$10.67	4	\$111.21	\$0.30
MAXIMUM SEC	566	\$7,658.47	\$1,497.85	\$7,204.40	\$4,761.14	\$4,216.18	\$10,489.20	241	638	42	705	1.29	3.03	48.54%	6	1.04%	\$24.49	\$18.16	3	\$110.78	\$0.20
WOMEN'S JAIL	206	\$12,165.70	\$12,145.81	\$4,440.32	\$18,047.85	\$2,255.60	\$18,779.39	265	997	240	923	8.00	6.02	100.00%	4	1.84%	\$138.70	\$117.05	11	\$10.20	\$0.48
MAXIMUM SEC	348	\$10,310.70	\$2,495.80	\$3,922.24	\$2,429.16	\$7,647.38	\$19,828.82	210	640	57	600	2.32	4.19	88.41%	3	0.77%	\$65.49	\$40.74	2	\$18.80	\$0.04
MAXIMUM SEC	842	\$24,662.61	\$10,715.58	\$1,716.61	\$8,341.52	\$26,026.57	\$48,084.70	477	1864	184	2056	2.03	4.01	84.03%	6	0.89%	\$54.42	\$49.10	26	\$709.77	\$0.30
MAXIMUM SEC	1050	\$18,114.97	\$6,481.64	\$21,307.53	\$9,011.53	\$15,064.36	\$44,833.04	566	2117	151	2248	2.14	3.87	93.83%	28	2.38%	\$42.26	\$70.68	24	\$77.82	\$0.93
Oct-05	9476	\$78,448.93	\$98,879.10	\$60,419.07			\$176,834.34	1070	7006	716	7721	2.22	4.11	64.03%	81	1.47%	\$85.81	\$33.23	64	\$2,022.20	\$0.56
Nov-05	9418	\$70,765.20	\$54,419.59	\$81,810.05			\$172,359.84	1000	7118	742	758	2.30	4.12	98.82%	42	1.25%	\$62.43	\$32.63	71	\$1,744.63	\$0.81
Dec-05	3429	\$81,451.73	\$33,590.64	\$33,853.22			\$168,865.50	1649	7356	745	8101	2.54	4.38	65.92%	50	1.05%	\$45.26	\$33.54	74	\$2,050.85	\$0.80
Jan-06	3392	\$71,911.88	\$32,178.51	\$56,807.62			\$162,684.91	1479	7170	755	7964	2.85	4.26	68.10%	40	1.18%	\$47.80	\$30.69	39	\$1,871.08	\$0.46
Feb-06	3289	\$73,602.41	\$42,293.87	\$61,231.05			\$177,064.33	1663	7272	907	8179	2.41	4.39	64.97%	40	1.18%	\$52.24	\$24.17	83	\$1,074.00	\$0.41
Mar-06	3283	\$73,932.38	\$58,171.81	\$60,207.44			\$167,761.03	1600	7220	820	8654	2.40	4.24	69.65%	53	0.95%	\$49.89	\$33.10	42	\$1,183.01	\$0.34
Apr-06	3312	\$65,761.16	\$43,447.84	\$57,347.38			\$168,644.20	1640	7022	1096	8118	2.45	4.41	55.85%	32	0.97%	\$50.29	\$32.87	164	\$3,352.23	\$1.62
May-06	3271	\$70,014.26	\$47,646.37	\$55,036.68			\$163,697.20	1645	7163	1104	8264	2.63	4.48	56.40%	31	0.95%	\$50.01	\$35.16	133	\$3,844.84	\$1.21
Jun-06	3220	\$62,646.77	\$53,469.87	\$60,900.84			\$146,800.84	1785	6301	609	7280	2.28	4.08	65.43%	32	0.99%	\$45.39	\$29.02	66	\$3,024.46	\$0.94
Jul-06	3241	\$67,454.66	\$35,906.93	\$52,826.17			\$155,817.06	1751	6761	1008	7769	2.40	4.44	64.03%	34	1.09%	\$48.11	\$31.90	123	\$4,232.38	\$1.31
Aug-06	3228	\$72,261.80	\$38,368.46	\$44,767.33			\$163,350.64	1748	6733	1012	7745	2.40	4.43	64.18%	20	0.00%	\$47.55	\$33.87	116	\$3,374.56	\$1.03
Sep-06	3317	\$74,663.01	\$38,379.88	\$43,867.62			\$157,700.39	1740	6814	1008	7322	2.50	4.38	52.73%	34	1.03%	\$47.84	\$34.38	102	\$3,392.92	\$1.02
Oct-06	3426	\$71,233.78	\$53,812.21	\$37,851.66			\$162,500.61	1645	6847	1322	7688	2.30	4.27	63.82%	40	1.17%	\$59.28	\$36.47	120	\$3,849.89	\$1.38
12 Month average	3338	\$72,424.49	\$36,966.72	\$54,643.46			\$184,051.72	1629	8868	805	7695	2.36	4.31	84.89%	36	1.05%	\$40.12	\$32.77	62	\$7,265.93	\$0.84
12 Month total	40054	\$669,001.86	\$443,841.23	\$450,721.98			\$1,960,850.95	21,000	53,832	10661	94893									1,100	\$33,191.25
HVN CODE														PHYSICIAN							
PHYSICIAN		HVN	PER PHM	PSYCH	PSYCH	PSYCH	ATYPICAL	ATYPICAL	TOTAL	# OF PHM	as per	% of HVN	CA	DI	OTL	ABN/HVA	ABN/HVA	ABN/HVA	ABN/HVA	ABN/HVA	
PHN		769,181	1,024,81	104																	
MAXIMUM SEC		8	\$21,02	\$1,033.87	90																
MAXIMUM SEC		17	\$21,84	\$1,022.81	104																
MAXIMUM SEC		22	\$12,72	\$1,201.16	271																
WOMEN'S JAIL		14	\$2,576	\$1,110.08	547																
MAXIMUM SEC		14	\$2,85	\$1,274.09	276																
MEDICARE/PD		48	\$14,42	\$2,159.44	418																
INMATE RSV		91	\$82.20	\$812.29	611																
Oct-05		210	\$17.30	\$1,164.57	2617																
Oct-05		218	\$17.90	\$1,456.71	2553																
Apr-06		183	\$15.71	\$1,495.82	2609																
Jul-06		222	\$17.28	\$1,465.10	2580																
Jun-06		212	\$18.08	\$1,531.45	2661																
May-06		183	\$18.74	\$1,706.88	2754																
Apr-06		197	\$17.32	\$1,792.11	2578																
Mar-06		189	\$16.85	\$1,776.97	2708																
Feb-06		195	\$15.77	\$1,567.21	2278																
Jan-06		210	\$16.21	\$1,644.88	2472																
Dec-04		174	\$13.86	\$1,543.83	2460																
Nov-04		187	\$13.16	\$1,284.04	2466																
Oct-04		169	\$16.76	\$1,432.78	2544																
12 Month average		199	\$18.55	\$1,636.08	2554																
12 Month total		2366	\$196.13	\$10,560.67	51,004																

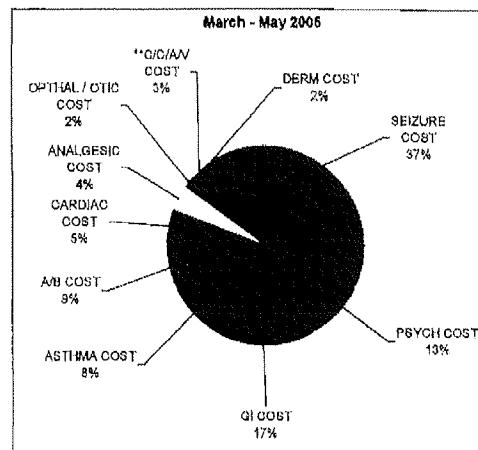
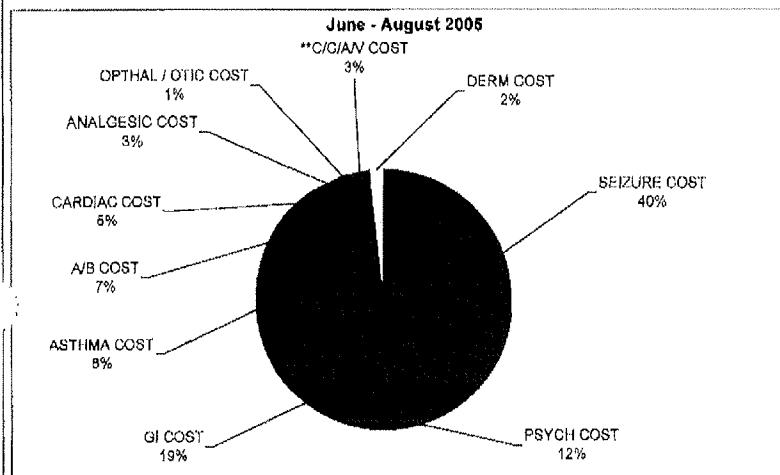
Correctional Pharmaceutical Services

DRUG COSTS BY DISEASE STATE

**XYZ COUNTY JAIL**  
**DRUG COSTS BY DISEASE STATE**

DISEASE STATE	June - Aug 05	Mar - May 05	Dec 04 - Feb 05	Sept - Nov 04
SEIZURE COST	\$79,566.91	\$72,680.24	\$67,822.93	\$59,678.00
PSYCH COST	\$24,961.09	\$24,364.96	\$20,632.89	\$19,494.74
GI COST	\$37,560.90	\$32,997.30	\$30,070.19	\$30,499.54
ASTHMA COST	\$16,722.56	\$15,776.49	\$14,848.27	\$12,471.92
A/B COST	\$14,677.22	\$18,429.97	\$15,156.87	\$13,933.49
CARDIAC COST	\$10,557.04	\$9,582.60	\$9,289.83	\$8,055.28
DIABETES COST	\$439.97	\$609.71	\$362.50	\$0.00
ANALGESIC COST	\$6,606.40	\$7,885.64	\$17,431.20	\$16,814.84
OPHAL / OTIC COST	\$2,856.78	\$3,329.91	\$2,994.73	\$2,178.36
**C/G/A/V COST	\$5,954.50	\$6,284.96	\$7,583.89	\$7,099.63
DERM COST	\$3,232.59	\$3,315.87	\$2,455.24	\$3,647.97

\*\* C/G/A/V = Cough / Cold / Allergy / Vitamins



### Pharmacy Hours

CPS will provide pharmacy services during the pharmacy's normal business hours. The standard pharmacy hours of operation are Monday through Friday, 8:00 AM through 6:00 PM Eastern Standard Time (EST), and Saturday, 8:00 AM through 1:00 PM Eastern Standard Time. Contract Pharmacy Services provides emergency routine delivery, phone consultation twenty-four (24) hours a day, and a pharmacist is on call twenty-four (24) hours a day. Calls for consultation or emergency medications after regular business hours are answered by an on-call licensed pharmacist, via cellular phone, 24 hours a day, 7 days a week, 365 days a year.

### "On-Call" Pharmacist

A clinical pharmacist is on call and available 24 hours a day, 7 days a week, 365 days a year, in the event any after hours needs or questions arise. These services would include answering inquiries about a particular medication or a particular inmate, as well as procedural issues. A toll-free number is provided, immediately connecting the caller to an on-call representative, capable of addressing any issues. There are no additional charges for this service.

### Fax Machines

Contract Pharmacy Services will supply the Plumas County Correctional Facility with one (1) heavy duty fax machine at each of the locations. CPS will be responsible for the maintenance, repair, and replacement of the fax machines during the term of the contract. These machines remain the property of Contract Pharmacy Services and will be returned in the event of a termination of the pharmacy services agreement. Supplies for the fax machine, such as paper and toner, are the responsibility of the Plumas County Correctional Facility.

### Toll-free Numbers

CPS will provide and maintain toll-free phone and fax numbers for communication by the facility staff to the pharmacy.

### Medication Carts

An appropriate number of medication storage carts, used for distribution of medications within the facility, are provided as part of the contract. Lockable medication carts, used to store blister packs or unit-dose medication, are supplied, sufficient for the needs of the Plumas County Correctional Facility. CPS will be responsible for the maintenance, repair, and replacement of the carts during the term of the contract. If the carts become unusable due to normal wear and tear, CPS will replace them, as needed. The carts remain the property of Contract Pharmacy Services and will be returned in the event of a termination of the pharmacy services agreement.

In-Service Training

CPS will provide extensive training on the proper access and use of our pharmacy services. Our pharmacists will provide an in-service training to outline pharmacy ordering procedures, medication delivery, medication administration procedures, and other related topics. We will provide an "In-Service Manual" that outlines all of the procedures necessary for pharmacy-related tasks. This 35-page handbook includes copies of all pertinent forms, as well as outlines for procedures for medication ordering, returning medications, delivery, emergency pharmacy use, etc. Extra copies of the manual will be left at each facility for future reference or training of new nursing employees.

Additional in-service education programs will happily be provided for the licensed staff. Such topics may include pharmacy regulations and procedures, adverse drug reactions, drug interactions, and other pharmacy subjects, when requested. CPS will arrange with drug manufacturers to provide speakers to present training on new medications, as well as new information for treating chronic diseases. These educational trainings are usually conducted onsite at the facilities during regular working hours. Occasionally, these sessions may be held offsite, after hours. These presentations allow nurses, mid-level practitioners and physicians to receive continuing education credits for licensure.



### Implementation Plan

Below is a detailed transition plan example for the Plumas County Correctional Facility. This assures an orderly transition to new policies and procedures, providing assistance on an ongoing basis. The program implementation example can be accelerated, as necessary, from number of days detailed in this example.

### Program Implementation Example

#### Day 45 (prior to start date)

Plumas County Correctional Facility identifies a specific person that will work with CPS on gathering all necessary information for the transition. It is important that we gain an understanding of how the medical unit is presently operating, so we will want someone familiar with the medical unit. It will also be important to identify areas that need improvement. We will do our best to tailor a program specific to the facility. If the need exists, one of our goals is to improve the processes for maintaining medications. To accomplish this goal we must understand how things operate. An information search sheet, enabling CPS to further understand the facilities, is provided and the contact is asked to fax this back to the pharmacy.

#### Days 40-35

Facility is asked to provide:

- Copy of all state licenses specific to the facility.
- Copy of facility DEA certificates.
- Copy of practitioner DEA certificates.
- Copies of any detox protocols. If Plumas County Correctional Facility uses a detox MAR – please send a copy. Does your current pharmacy provide a preprinted detox MAR?
- EMERGENCY BOXES: If the facility would like to keep a crash cart emergency box, CPS needs to know what the facility would like included in the box. A sample content list will be provided. The facility may add or delete from this list. If the facility would like crash cart emergency boxes prepared, the content list of what is desired is asked to be faxed to the pharmacy. Crash cart emergency boxes are not required.
- STARTER STOCK: CPS will confirm what the facility would like to keep as starter stock and have on site one week prior to start up. A list of what commonly prescribed medications a facility usually keeps as starter stock is provided. If the Plumas County Correctional Facility already has a list developed, CPS will fill from this list. CPS will need to know the quantities of starter stock to send. Stock is packaged in cards of 30 doses per card.

Days 30-25

Facility is asked to provide a copy of all current Medication Administration Records (MARs).

- Staff is reminded to have any specific inmate locations that they want printed on the MAR to be clearly printed on the MAR. In addition, inmate name must be clearly printed.
- The stop date of the order should also be clearly printed near each order. CPS will only be filling orders for active maintenance orders. If something is taken from stock (i.e. over the counter medications) then CPS will only profile the order. If a medication is a "profile only", then please indicate that on the MAR. We won't fill and send medication for "profile only orders".
- Previous orders that have been discontinued on the MAR should be marked as a "D/C" prior to copying. Oftentimes, facilities use yellow highlighter to denote a discontinued order and the highlighter does not photocopy.
- If an order was DC'd and "yellowed out" on the MAR, remember to mark it as a "D/C" prior to coping. Upon photocopying the yellow won't come up and we won't realize that the order was discontinued.
- Once the MARs have been copied, the medical staff must duplicate fax. CPS needs all orders faxed/sent to the current pharmacy vendor also faxed to CPS Pharmacy. CPS wants to review the patient profiles so that we can keep the patient profiles updated and accurate until our start date. CPS requests that a cover sheet accompany all faxes to CPS, with the total number of pages contained in the fax clearly stated on the cover. Fax cover sheets will be part of the start-up materials that are shipped prior to the start date.

After review of the detention's current pharmacy system, a CPS representative will determine if it will be necessary to send in patient specific medications for the first day of start up. This will depend on how your current pharmacy vendor dispenses medication (i.e. unit dose or pouch packaging or vials). If necessary, CPS will fill all active orders for oral tab/caps. On maintenance medications, CPS will send 30-60 doses, depending on the frequency of dosing. We will dispense 30 doses on PRN orders. CPS will NOT fill and send any non-measurable medications. For instance, CPS will not fill and send any topical medication (creams/ointments), inhalers, eye/ear drops, etc. The staff should use up the medication that is remaining on the non-measurable items and request a refill when needed.

Typically, OTC (over the counter) items are administered from stock bottles. Unless directed otherwise, CPS will NOT send any OTC items. If a maintenance order is for an OTC item, CPS will profile the order.



Days 15-10

Materials (forms, in-service manuals, etc.) will arrive at the facilities one week prior to start date. Our CPS team leader will work with the designated jail staff person to coordinate the training/in-service schedule. In order to accommodate all medical shifts, CPS understands that it may require more than one training session. CPS recommends including all necessary medical personnel (nursing, clerical, practitioners and even correctional officers in some situations). CPS will be happy to perform additional training sessions to accommodate different shifts of the facility's personnel.

Days 10-5

Medication cart(s) arrive at facilities approximately 1 week prior to start date.

IMPLEMENTATION DAY

When warranted, a CPS representative will be on site the day of transition to assist the medical staff on placing orders.

The above implementation plan is a guideline. If there are areas that do not fit into the facilities' schedule, adjustments can certainly be made. Contract Pharmacy Services' goal is to do our best in making the transition as smooth as possible.



**EXHIBIT B**

**Fee Schedule**

See attached binder, page #62 for example of medication fee schedule. Fees shall not exceed One Hundred Thousand Dollars, (\$100,000.00) over the life of the one year contract.

## PRICING

Contract Pharmacy Services, Inc. (CPS) is pleased to submit pricing contained herein to the Plumas County Sheriff's Office in response to the Request for Proposal for Correctional Pharmaceutical Services at the Plumas County Correctional Facility.

Pricing has been provided on the medication pricing list using formulas based on Actual Acquisition Cost of the medication plus a per prescription dispensing fee. This is the methodology of pricing to the Plumas County Sheriff's Office in the current contract with Contract Pharmacy Services.

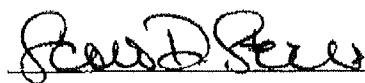
Medications would be billed at Actual Acquisition Cost plus three percent (3%) plus a per prescription dispensing fee of \$2.95 for brand/single source drugs. Generic/multiple source drugs will be charged Actual Acquisition Cost plus ten percent (10%) plus a dispensing fee of \$2.95. This pricing represents no change in the current contracted pricing.

The above pricing includes the cost of the medication, packaging, dispensing, and shipping, and all other charges incidental to the delivery of the pharmaceuticals. There are no additional dispensing fees.

CPS will dispense generic drugs whenever they are available, unless the physician specifically informs us to dispense a brand name drug. Only generic products manufactured by approved FDA manufacturers will be dispensed at the Plumas County Correctional Facility.

Dated: June 4, 2022

Submitted:

  
\_\_\_\_\_  
Scott D. Steres  
Director of Sales and Marketing

# Item 2A

**BECKWOURTH COUNTY SERVICE AREA  
C/O PLUMAS COUNTY ENGINEERING DEPARTMENT  
555 WEST MAIN STREET • QUINCY, CA 95971 • (530) 283-6268 • FAX (530) 283-6135**  
*John Mannie, P.E.*      *County Engineer and Manager, BCSA*

## **AGENDA REQUEST**

for the June 28, 2022 meeting of the Plumas County Board of Supervisors

Date: June 17, 2022

To: Honorable Governing Board

From: John Mannie, Manager, Beckwourth CSA

Subject: Approval of Payments to Jet Plumbing for Emergency Repair of BCSA Sewer Pump Without a Contract



### **BACKGROUND:**

On May 18, 2022, the Beckwourth CSA operator reported that the pump station had become clogged again. After repeated attempts to reverse the pump direction in hopes of dislodging the debris it was determined that a plumber was needed to physically remove the debris. Jet Plumbing responded to enter the wet well on May 20, 2022 and cleared the obstruction from the pump.

Upon completion, the pump station was functioning properly.

### **RECOMMENDATION**

The Beckwourth CSA Manager respectfully requests that the Governing Board authorize the Manager of the Beckwourth CSA to pay the invoice from Jet Plumbing totaling \$2,143.29 without a contract and to ratify all approved work performed to date.

Attachment: Jet Plumbing Invoice

**JET Plumbing, Heating & Drain Services**  
 1553 Hymer Avenue  
 Sparks, NV 89431  
 Phone: (775) 331-3933  
 Fax: (775) 331-5584

**INVOICE NUMBER** **340483**

**BILL TO:**  
 BECKWORTH COMMUNITY SERVICE AREA  
 1834 E MAIN ST  
 QUINCY, CA 95971

**WORK ADDRESS:**  
 BECKWOURTH COMMUNITY SERVICE AREA  
 80956 HIGHWAY 70  
 BECKWOURTH, CA 96129

INVOICE DATE	CUSTOMER ID	CUSTOMER PO	PAYMENT TERMS	SERVICE CALL #	WORKORDER #
05/20/2022	42384		Due Upon Receipt	340483	55027

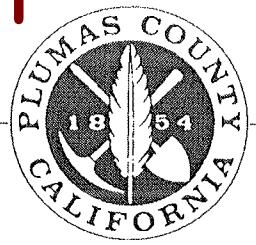
Item ID	Description	Quantity	Unit Price	Ext Price
LABOR13	CONFINED SPACE ENTRY TEAM	3.00	500.00	1,500.00
EQUIP-CONFINED SPA	Confined Space Equipment/Safety	1.00	450.00	450.00
MAC1	Consumables, Gas, Flux, Glue	1.00	13.95	13.95
F	Trip Charge	1.00	146.00	146.00
MAC1	Tyvek XL Disp Sanitary Suit	1.00	29.73	29.73

Sales Total	2,139.68
Disc. Amount	0.00
Tax Total	3.61
Net Amount	2,143.29

LIFT STATION -  
 UPON ARRIVAL FOUND PUMP OVER AMPING, ENTER PIT AFTER WASTE REMOVED, CLEAR DEBRIS (WIPES, ETC.) FROM PUMP  
 IMPELLER, CHECK FLOATS AND PUMP OPERATION, PUMP NOW PULLING 8.4 AMPS, ALL TEST GOOD

**PLUMAS COUNTY AUDITOR / CONTROLLER**

520 MAIN STREET • ROOM 205 • QUINCY, CA 95971-4111 • (530) 283-6246 • FAX (530) 283-6442  
ROBERTA M. ALLEN, CPA • AUDITOR / CONTROLLER



Date: June 15, 2022

To: The Honorable Board of Supervisors

From: Martee Graham, Acting- Auditor / Controller

Subject: Adoption of Proposition 4 Appropriation Limits for Fiscal Year 2022/23

**RECOMMENDATION:**

Adopt a Resolution adopting Proposition 4 Appropriation Limits (GANN limit) for Plumas County, Quincy Lighting District, CSA #11 (Ambulance), and Beckwourth CSA for Fiscal Year 2022/23

**BACKGROUND:**

Article XIII B of the California Constitution provides that each local government shall be subject to an annual appropriation limit and that the Governing Body shall select the change in cost-of-living methodology and either the change in Per Capita Income percentage or change in the Local Assessment roll due to the addition of non-resident new construction.

The percentage change in California Per Capita Income was used to compute the Fiscal Year 2022/23 appropriation limits and the applicable statements showing the calculations have been prepared and are attached for review.

<https://www.dof.ca.gov/Forecasting/Demographics/Estimates/documents/PriceandPopulation2022.pdf>

I respectfully request that the resolution to establish, the Special Districts governed by the Board and the County, spending limits be adopted as written.

**RESOLUTION NO. 22-\_\_\_\_\_.**

**A RESOLUTION ESTABLISHING FISCAL YEAR 2022/2023 APPROPRIATION LIMITS UNDER ARTICLE XIII B OF THE CALIFORNIA CONSTITUTION, AND ESTABLISHING PERIOD FOR CONTESTING SUCH LIMITS FOR PLUMAS COUNTY AND BOARD OF SUPERVISORS GOVERNED SPECIAL DISTRICTS**

**WHEREAS** Article XIII B of the California Constitution provides that the state and each local government shall be subject to an annual appropriation limit as defined in that Article and Article XIII B Section 8 (e) (2) requires the Governing Body to select the Change in Cost-of-Living methodology each year by recorded vote; and

**WHEREAS**, using the percentage change in California Per Capita Income, rather than using the change in the Local Assessment roll from the preceding year due to the addition of non-residential new construction, provides the higher appropriation limit; and

**WHEREAS**, the Auditor/Controller of Plumas County has computed the appropriations limit for the fiscal year 2022/2023; and has prepared the applicable statements showing the calculation, and such statements are available for public review.

**NOW, THEREFORE, BE IT RESOLVED**, that the Board of Supervisors, County of Plumas, State of California, selects the percentage change in California Per Capita Income and the percentage change in the population of the contiguous counties methodology for use in calculating its appropriation limit for the fiscal year 2022/2023; and

**BE IT FURTHER RESOLVED** that the appropriations limit for Plumas County and Board-governed Special Districts are hereby established as follows and that the limit may be adjusted at a later date in accordance with Sections 3 and 11 of Article XIII B of the California Constitution:

Plumas County	\$ 39,355,757
Quincy Lighting	\$ 147,521
CSA #11 (Ambulance)	\$ 79,634
Beckwourth CSA	\$ 22,934

**BE IT FURTHER RESOLVED** that any judicial action or proceeding to attach, review, set aside, void or annul the appropriations limits established by this resolution shall be commenced within 45 days from the date of this resolution in accordance with Division 9 of the Government Code.

The foregoing, Resolution No. 22-\_\_\_\_\_ was duly passed and adopted by the Board of Supervisors of Plumas County, State of California, at a regular meeting of said Board held on the 28th day of June 2022 by the following vote:

**AYES:**

**NOES:**

**ABSENT:**

---

**Chair, Board of Supervisors**

**ATTEST:**

---

**Clerk of the Board of Supervisors**

Approved as to form:



---

Gretchen Stuhr  
Plumas County Counsel

**Plumas County**

**Prop 4 Calculations**

**January 1, 2021 to January 1, 2022**

California Department of Finance Per Capita	7.55	+	100	=	1.0755	<sup>1</sup>
Percentage change over prior year			100			
Plumas County	(3.23)	+	100	=	0.9677	<sup>2</sup>
Population Percentage Change			100			

---

| **Calculation of Factor for FY 2022/23** |  |  |  |  | **1.0408** | <sup>1 x 2</sup> |
|  |  |  |  |  |  |  |

**Prop 4 Spending Limits-Revision**

**FY 2022/23**

Jurisdiction	County FY20/21 Limit	County FY 2022/23 Factor	County FY 2022/23 Limit	District FY 2022/23 Limit
Plumas County	\$ 37,812,987	1.0408	\$ 39,355,757	
Crescent Mills Lighting	\$ -	1.0408	\$ -	
Quincy Lighting	\$ 141,738	1.0408	\$ 147,521	
West Almanor CSD	\$ 871,179	1.0408	\$ 906,723	
CSA #8 Water	\$ -	1.0408	\$ -	
Plumas Eureka CSD	\$ 79,944	1.0408	\$ 83,206	
CSA #11	\$ 76,512	1.0408	\$ 79,634	
Beckwourth CSA	\$ 22,035	1.0408	\$ 22,934	
Indian Valley CSD	\$ 22,882	1.0408	\$ 23,815	
P.C. Flood Control	\$ -	1.0408	\$ -	
Greenhorn Creek CSD	\$ 116,559	1.0408	\$ 121,315	
Prattville-Almanor Fire	\$ 94,572	1.0408	\$ 98,431	
Beckwourth Fire	\$ 49,290	1.0408	\$ 51,301	
Chester Fire	\$ 372,571	1.0408	\$ 387,772	
Crescent Mills Fire	\$ 373,514	1.0408	\$ 388,753	
Graeagle Fire	\$ 201,244	1.0408	\$ 209,455	
Hamilton Branch Fire	\$ 494,305	1.0408	\$ 514,472	
Laporte Fire	\$ 33,557	1.0408	\$ 34,926	
Meadow Valley Fire	\$ 143,291	1.0408	\$ 149,138	
Peninsula Fire	\$ 404,709	1.0408	\$ 421,221	
Quincy Fire	\$ 654,652	1.0408	\$ 681,362	
Sierra Valley Fire	\$ 128,835	1.0408	\$ 134,091	
Indian Valley CSD	\$ 184,433	1.0408	\$ 191,958	
Eastern Plumas Rural Fire	\$ 146,891	1.0408	\$ 152,884	
Chester Cemetery	\$ -	1.0408	\$ -	
Crescent Mills Cemetery	\$ -	1.0408	\$ -	
Cromberg Cemetery	\$ -	1.0408	\$ -	
Greenville Cemetery	\$ -	1.0408	\$ -	
Meadow Valley Cemetery	\$ -	1.0408	\$ -	
Mohawk Valley Cemetery	\$ -	1.0408	\$ -	
Portola Cemetery	\$ -	1.0408	\$ -	
Quincy Cemetery	\$ 393,338	1.0408	\$ 409,387	
Taylorsville Cemetery	\$ -	1.0408	\$ -	
Central Plumas Rec.	\$ 1,112,231	1.0408	\$ 1,157,610	
Johnsville PUD	\$ 153,611	1.0408	\$ 159,878	
Graeagle CSD	\$ 33,338	1.0408	\$ 34,698	
Greenville CSD	\$ 694,721	1.0408	\$ 723,066	
IV Soil Conser.	\$ -	1.0408	\$ -	
La Porte Cemetery	\$ -	1.0408	\$ -	
Air Pollution Control	\$ -	1.0408	\$ -	
CSA #12	\$ -	1.0408	\$ -	
Sierra Valley Ground Water	\$ -	1.0408	\$ -	
Feather River Canyon CSD	\$ -	1.0408	\$ -	
<b>Totals</b>	<b>\$ 44,812,940</b>		<b>\$ 46,641,308</b>	

**Beckwourth CSA****Prop 4 Spending Limit-Revision  
FY 2022/23***Growth Factor:*

Per Capita Personal Income	
Change from Prior Year	1.0755
<b>X</b>	
Population Growth from	
01/01/21-01/01/22	0.9677
Growth Factor FY 2022/23	1.0408
FY 2022/23 Prop 4 Spending Limit	\$ 22,035
<b>FY 2022/23 Prop 4 Spending Limit \$ 22,934</b>	



Martee Graham  
Martee Graham  
Acting-Auditor / Controller

**CSA #11****Prop 4 Spending Limit-Revision  
FY 2022/23***Growth Factor:*

Per Capita Personal Income

Change from Prior Year 1.0755

**X**

Population Growth from

01/01/21-01/01/22 0.9677

Growth Factor FY 2022/23 1.0408

FY 2022/23 Prop 4 Spending Limit \$ 76,512

**FY 2022/23 Prop 4 Spending Limit \$ 79,634**

Martee Graham

Acting-Auditor / Controller

**Plumas County****Prop 4 Spending Limit-Revision  
FY 2022/23***Growth Factor:*

Per Capita Personal Income

Change from Prior Year 1.0755

**X**

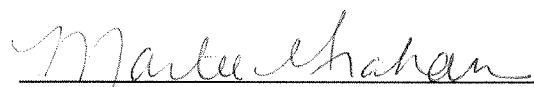
Population Growth from

01/01/21-01/01/22 0.9677

---

Growth Factor FY 2022/23 1.0408

FY 2022/23 Prop 4 Spending Limit \$ 37,812,987

**FY 2022/23 Prop 4 Spending Limit \$ 39,355,757**

Martee Graham

Acting-Auditor / Controller

**Quincy Lighting****Prop 4 Spending Limit-Revision  
FY 2022/23***Growth Factor:*

Per Capita Personal Income

Change from Prior Year 1.0755

**X**

Population Growth from

01/01/21-01/01/22 0.9677

Growth Factor FY 2022/23 1.0408

FY 2022/23 Prop 4 Spending Limit \$ 141,738

**FY 2022/23 Prop 4 Spending Limit \$ 147,521**

Martee Graham

Acting-Auditor / Controller

May 2022

Gavin Newsom • Governor  
1021 O Street, Suite 3110 • Sacramento CA 95814 • [www.dof.ca.gov](http://www.dof.ca.gov)

Dear Fiscal Officer:

**Subject: Price Factor and Population Information**

**Appropriations Limit**

California Revenue and Taxation Code section 2227 requires the Department of Finance to transmit an estimate of the percentage change in population to local governments. Each local jurisdiction must use their percentage change in population factor for January 1, 2022, in conjunction with a change in the cost of living, or price factor, to calculate their appropriations limit for fiscal year 2022-23. Attachment A provides the change in California's per capita personal income and an example for utilizing the price factor and population percentage change factor to calculate the 2022-23 appropriations limit. Attachment B provides the city and unincorporated county population percentage change. Attachment C provides the population percentage change for counties and their summed incorporated areas. The population percentage change data excludes federal and state institutionalized populations and military populations.

**Population Percent Change for Special Districts**

Some special districts must establish an annual appropriations limit. California Revenue and Taxation Code section 2228 provides additional information regarding the appropriations limit. Article XIII B, section 9(C) of the California Constitution exempts certain special districts from the appropriations limit calculation mandate. The code section and the California Constitution can be accessed at the following website: <http://leginfo.legislature.ca.gov/faces/codes.xhtml>.

Special districts required by law to calculate their appropriations limit must present the calculation as part of their annual audit. Any questions special districts have on this requirement should be directed to their county, district legal counsel, or the law itself. No state agency reviews the local appropriations limits.

**Population Certification**

The population certification program applies only to cities and counties. California Revenue and Taxation Code section 11005.6 mandates Finance to automatically certify any population estimate that exceeds the current certified population with the State Controller's Office. **Finance will certify the higher estimate to the State Controller by June 1, 2022.**

**Please Note:** The prior year's city population estimates may be revised. The per capita personal income change is based on historical data.

If you have any questions regarding this data, please contact the Demographic Research Unit at (916) 323-4086.

KEELY MARTIN BOSLER  
Director  
By:

ERIKA LI  
Chief Deputy Director

Attachment

A. **Price Factor:** Article XIII B specifies that local jurisdictions select their cost of living factor to compute their appropriation limit by a vote of their governing body. The cost of living factor provided here is per capita personal income. If the percentage change in per capita personal income is selected, the percentage change to be used in setting the fiscal year 2022-23 appropriation limit is:

Per Capita Personal Income	
Fiscal Year (FY)	Percentage change over prior year
2022-23	7.55

B. Following is an example using sample population change and the change in California per capita personal income as growth factors in computing a 2022-23 appropriation limit.

**2022-23:**

Per Capita Cost of Living Change = 7.55 percent  
Population Change = -0.30 percent

Per Capita Cost of Living converted to a ratio:  $\frac{7.55 + 100}{100} = 1.0755$

Population converted to a ratio:  $\frac{-0.30 + 100}{100} = 0.997$

Calculation of factor for FY 2022-23:  $1.0755 \times 0.997 = 1.0723$

Fiscal Year 2022-23

**Attachment B**  
**Annual Percent Change in Population Minus Exclusions\***  
**January 1, 2021 to January 1, 2022 and Total Population, January 1, 2022**

County City	<u>Percent Change</u> 2021-2022	<u>--- Population Minus Exclusions ---</u>		<u>Total Population</u> 1-1-2022
		1-1-21	1-1-22	
Plumas				
Portola	0.74	2,027	2,042	2,042
Unincorporated	-3.69	17,547	16,900	16,900
County Total	-3.23	19,574	18,942	18,942

\*Exclusions include residents on federal military installations and group quarters residents in state mental institutions, state and federal correctional institutions and veteran homes.

Fiscal Year 2022-23

**Attachment C**

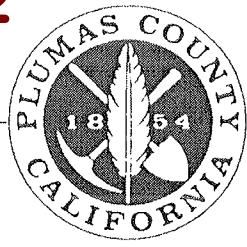
**Annual Percent Change in Population Minus Exclusions\***  
**January 1, 2021 to January 1, 2022**

County	<u>Percent Change</u> 2021-22	<u>--- Population Minus Exclusions ---</u>	
		1-1-21	1-1-22
Napa			
Incorporated	-0.78	112,875	111,995
County Total	-0.92	135,759	134,512
Nevada			
Incorporated	-0.12	34,091	34,051
County Total	-0.67	101,875	101,195
Orange			
Incorporated	-0.21	3,035,639	3,029,167
County Total	-0.23	3,168,941	3,161,604
Placer			
Incorporated	0.97	293,504	296,338
County Total	0.37	407,517	409,025
Plumas			
Incorporated	0.74	2,027	2,042
County Total	-3.23	19,574	18,942
Riverside			
Incorporated	0.33	2,024,440	2,031,128
County Total	0.42	2,417,461	2,427,569
Sacramento			
Incorporated	0.08	966,759	967,512
County Total	-0.28	1,576,263	1,571,784
San Benito			
Incorporated	1.38	44,039	44,647
County Total	1.10	64,769	65,479
San Bernardino			
Incorporated	0.23	1,862,086	1,866,337
County Total	0.14	2,154,958	2,157,869

\*Exclusions include residents on federal military installations and group quarters residents in state mental institutions, state and federal correctional institutions and veteran homes.

# PLUMAS COUNTY AUDITOR / CONTROLLER

520 MAIN STREET • ROOM 205 • QUINCY, CA 95971-4111 • (530) 283-6249 • FAX (530) 283-6442  
MARTEE GRAHAM ACTING • AUDITOR / CONTROLLER



Date: 6/23/2022

TO: HONORABLE BOARD OF SUPERVISORS

FROM: MARTEE GRAHAM-ACTING AUDITOR/CONTROLLER

SUBJECT: Adopt Resolution to adopt the Recommended Budget for Plumas County and the Dependent  
Special District therein for Fiscal Year 2022-2023, in Accordance with Government Code 29064.

---

**Recommendation:**

Approval and adoption of the fiscal year 2022-2023 Recommended budget as the legal authorization to spend for the next fiscal year until adoption of the final budget before October 2, 2022.

**Background:**

This budget is recommended for approval and adoption as the recommended rollover budget for the fiscal year 2022-2023. Upon adoption, the recommended roll over budget establishes the County's legal authorization to spend (and pay vendor invoices and employees) for the next fiscal year until adoption of the final budget. Adoption of the final budget is expected on or before October 2, 2022, the statutory deadline required by government code section 29088.

**MARTEE GRAHAM**  
*Plumas County Acting Auditor/Controller*

**Plumas County Department  
of Child Support Services**  
blackford.michelle@Plumas.cse.ca.gov  
(530) 283-6117

# Memo

**To:** The Honorable Board of Supervisors

**From:** Michelle Blackford, Director of Child Support Services  
*MBS*

**CC:**

**Date:** June 15, 2022

**Re:** Authorize the Director of Child Support Services to Recruit and Fill Vacant, Funded and Allocated 1.0 FTE **Child Support Assistant**

---

### **RECOMMENDATION**

It is recommended that the Board approve the request of the Child Support Services Director to recruit and fill the allocated 1.0 FTE **Child Support Assistant** position.

### **BACKGROUND AND DISCUSSION**

The Department's 2022/23 approved position allocation consists of 3.0 FTE Child Support Assistant or Child Support Specialist I, II or III.

The employee currently filling the 1.0 FTE Child Support Assistant position has given Notice of Resignation and the position will be vacant within the next few weeks. This position is crucial as it provides support to the Child Support Specialists.

The 2022/2023 Child Support Budget includes adequate funding for the requested position.

Thank you.

## BOARD AGENDA REQUEST FORM

Department: Child Support Services

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

Board Meeting Date: 6/28/2022

Request for 5 minutes for presentation

(If a specific time is needed, please contact the Clerk of the Board directly.)

### Description of Item for the Agenda (This is the wording that should appear on the agenda):

A. Authorize the Director of Child Support Services to recruit and fill funded and allocated 1.0 FTE Child Support Assistant.

B. \_\_\_\_\_

C. \_\_\_\_\_

### Review by Necessary Departments:

I have had this item reviewed and approved by the following departments:

Human Resources

### If another department or the CAO is opposed to an agenda item, please indicate the objection:

#### Attached Documents:

Contracts/Agreements:

Three copies? (Y  N )

Signed? (Y  N )

Budget Transfers Sheets:

Signed? (Y  N )

Other: Staff Questionnaire, Org Chart, Job Descript.

#### Publication:

Clerk to publish on \_\_\_\_\_.

Notice attached and e-mailed to Clerk.

Notice to be published \_\_\_\_\_ days prior to the hearing.

(if a specific newspaper is required, enter name here.)

Dept. published on \_\_\_\_\_ (Per Code § \_\_\_\_\_).

Copy of Affidavit Attached.

#### County Ordinances-Procedural Requirements for Adoption, Amendment or Repeal:

I have complied with the policy adopted by the Board regarding County Ordinances Procedural Requirements:

Yes:

No:

Not Applicable:

If Not Applicable, please state reason why:

**The deadline to place an item on the agenda for the following week's board meeting is Monday at 12:00 p.m. If the Monday deadline falls on a holiday, the deadline is then the Friday before the Holiday.**

QUESTIONS FOR STAFFING CRITICAL POSITIONS WHICH ARE CURRENTLY ALLOCATED FOR FISCAL YEAR 2022-2023

Child Support Assistant

**1. Is this a legitimate business, statutory, or financial justification to fill the position?**

Yes. The employee currently filling this position has given Notice of Resignation and the position will be vacant within the next few weeks. The position is allocated and funded.

**2. Why is it critical that this position be filled at this time?**

Our customer service and caseload requirements make this position critical. If the position is vacant, there is no clerical support for case managers which increases their workload.

**3. How long has this position been vacant?**

Incumbent has given Notice of Resignation.

**4. Can the department use other wages until the next budget cycle?**

That will not be necessary as the position has been included in the budget.

**5. What are staffing levels at other counties for similar departments and/or positions?**

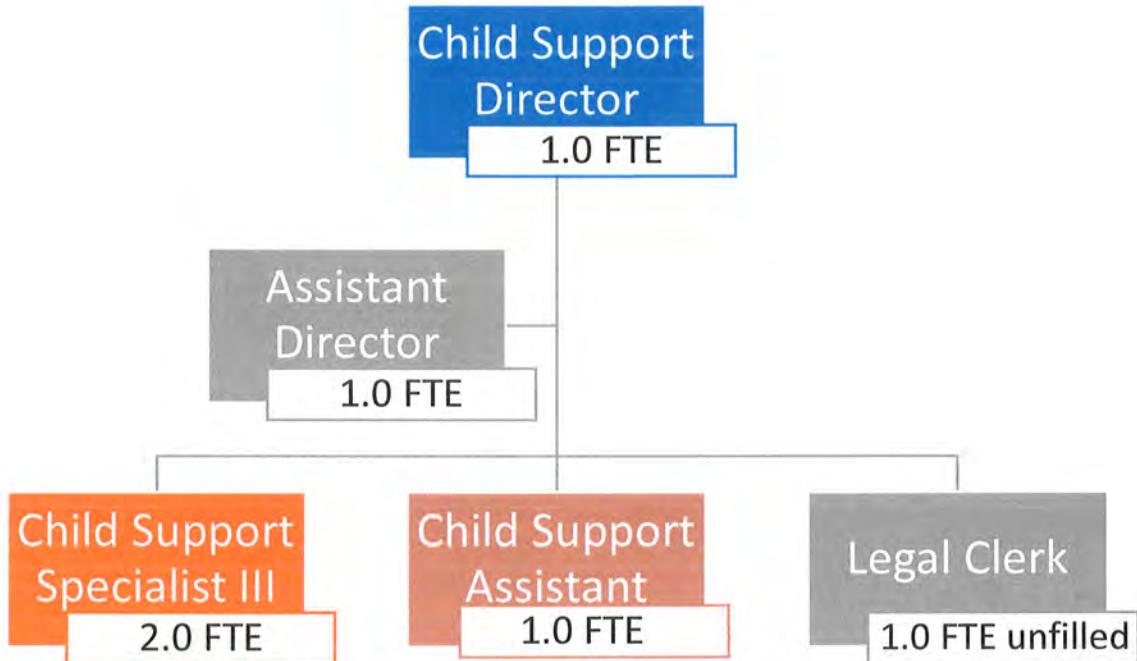
Throughout comparable counties, they vary greatly depending on the structure of the office. For counties with a similar budget as ours (Lassen, Glenn), the staffing levels closely match Plumas County.

**6. What core function will be impacted without filling the position prior to July 1<sup>st</sup>?**

All case management functions are already impacted due to our low staffing level (even with the filled position). Delivery of services such as establishment and enforcement of child support court orders becomes slow and less effective without adequate case management positions.

**7. What negative fiscal impact will the County suffer if the position is not filled prior to July 1<sup>st</sup>?**

None.



**PLUMAS COUNTY DEPT. OF  
CHILD SUPPORT SERVICES  
2022/2023 ORG CHART**



# Child Support Assistant I

Class Code:  
CSA I - MSS

Bargaining Unit:

CALHR

Established Date: Jun 7, 2002

Revision Date: Jul 1, 2003

## SALARY RANGE

\$0.00 Hourly  
\$0.00 Biweekly  
\$0.00 Monthly  
\$0.00 Annually

## CLASS DEFINITION AND DESCRIPTION:

Applies Federal, State and local codes, procedures, and rules to assist Child Support Specialists in securing current and delinquent child support payments; and performs related work as required.

Working under close supervision, Child Support Assistant I is the entry/trainee level in the Child support Assistant class series. Employees in this class receive in-service training, and are given detailed instructions in the performance of routine duties related to assisting Child Support Specialists in securing delinquent child support payments. As requisite skills and knowledge are developed, greater independence and the full scope of responsibility are exercised. Employees are expected to promote to Child Support Assistant II after one year of satisfactory performance at the trainee level.

## TYPICAL DUTIES, EMPLOYMENT STANDARDS AND KSAS:

**Duties may include, but are not limited to, the following.**

For Child Support Assistant I, duties are performed at the trainee level:

- Assists Child Support Specialists in processing cases and preparing cases for court action according to established routine and procedures.
- Operates and uses an automated system to input and extract information and generate reports and documents.
- Develops, organizes and distributes documents for child support cases.
- Establishes and maintains child support files.
- Interviews individuals to obtain pertinent information related to child support cases.
- Responds to general inquiries from the public.
- Contacts and retrieves relevant information from other jurisdictions.

- Processes and distributes incoming correspondence, redirecting complex mail and/or transactions to other staff.
- Assists with the location of parents and the establishment of parent's support capability.
- Performs related duties as assigned.

### **EMPLOYMENT STANDARDS**

Note: The level and scope of the knowledge and skills listed below are related to job duties as distinguished between the two levels in the Definition section.

#### **Knowledge of:**

- Basic arithmetic.
- English usage, grammar and spelling.
- Use of computer terminals and basic data input and retrieval mechanisms.
- Good public relations techniques.

#### **Ability to:**

- Perform basic arithmetic calculations.
- Exercise tact, diplomacy, and flexibility.
- Understand and follow written and oral instructions.
- Maintain accurate records and files.
- Operate computer equipment.
- Work with computer databases and programs common to child support enforcement activities.
- Read, interpret and apply policies, procedures and regulations.
- Maintain confidentiality.
- Establish and maintain effective working relationships.

## **MINIMUM QUALIFICATIONS:**

One (1) year of full-time general clerical experience.

## **SPECIAL AND DRIVER'S LICENSE REQUIREMENTS:**

#### **DRIVERS LICENSE REQUIREMENT**

Some positions in this classification may require possession of a valid California driver's license. Employees who drive on County business to carry out job-related duties must possess a valid California driver's license for the class of vehicle driven and meet automobile insurability requirements of the County. Eligibility for employment for those who do not meet this requirement due to disability will be reviewed on a case-by-case basis by the appointing authority.

## **HISTORY INFORMATION:**