

Attachment E

*Seventh Amendment to Agreement
for Services of Independent
Contractor for Jail/Probation Medical
and Jail Mental Health Services*

AMENDED EXHIBIT A – SEVENTH AMENDMENT

STATEMENT OF WORK

Detainee Health Services: Adults

1.0 General

- A. The Health Services Statistical Report is defined as providing Jail census and utilization information, noting the use of on-site medical, behavioral health, nursing, dental, and prescription services and off-site facility, emergency transport, and professional services. The Contractor shall complete the mandatory health data reports specified in EXHIBIT I Mandatory Reporting and submit to the Health Services Lieutenant and the Public Health Department designee by the 15th of the following month.

1.1 Receiving Screening

- A. The Contractor shall engage a Registered Nurse (RN) to conduct a full Receiving Screening on all new detainees brought in to the Jail facilities (Main Jail and Northern Branch Jail) within two hours of arrival, absent exigent circumstances.
- B. Receiving Screening shall protect inmate confidentiality.
- C. Receiving Screening shall assess an inmate's health status, determine if the inmate can be medically maintained at a Jail, and identify immediate medical, mental health, ADA, dental or prescription drug needs. At a minimum, the Receiving Screening shall include, but is not limited to written documentation of:
 1. Current illnesses and health problems, including but not limited to any chronic health conditions, presence of infectious disease, history of mental illness, medications (prescribed and over-the-counter), special health requirements, ADA limitations and needs, and vital signs including blood pressure, temperature, respiratory rate, pulse, and pulse oxygen saturation.
 2. Assessment of and care of maternity needs for pregnant females, if pregnancy is known. Referral to Santa Barbara County Public Health Department (PHD) and referral for Behavioral Health Services to Department of Behavioral Wellness (BWD) immediately when pregnant inmate reports active use of drugs or alcohol.
 3. Except when pregnancy is already confirmed, a pregnancy test shall be conducted on all female inmates less than 50 years of age and who do not have a history of sterilization (tubal ligation or hysterectomy). Inmates may opt out of pregnancy testing but shall not receive any medication until pregnancy testing is completed. Contractor shall flag medical record accordingly.
 4. Behavioral observations, including state-of-consciousness, mental status, suicidal ideation and whether the inmate exhibits signs of alcohol or drug abuse or active use.
 5. Notations of body deformities, trauma markings, bruises, ease of movement, etc.
 6. Condition of skin and body orifices, including bodily infestations.
 7. Questions about whether the inmate has a usual source of healthcare in the community and if so, the name of the provider.
 8. Questions about whether the inmate has insurance coverage and if so, details about the coverage.

9. Presenting a HIPAA-compliant release of information form for inmate signature, allowing the Jail to request and obtain medical and/or behavioral health information and to coordinate inmate's care at release with community providers and insurers as necessary. The Contractor shall develop and submit the form to the Jail for approval.
- D. The Contractor shall use a standardized medical history form within the Electronic Health Record (EHR) system to record the information from the Receiving Screening. Contractor shall meet annually with the Jail Health Services Lieutenant and PHD designee to review the standardized medical history form and collect feedback on potential updates to the form, and shall notify such persons of changes to the standardized form. This medical history form shall be included in the health record of the inmate.
- E. The Contractor shall ensure that emergency contraception is available at the time of the Receiving Screening.
- F. Based on the screening and assessment, the RN shall make referrals of the inmate for medical, mental health, or dental services. Emergent concerns shall be discussed immediately with the medical or mental health provider on site or on call and addressed, defined as care being provided or development and implementation of a treatment plan, within four hours of the time of screening. Other referrals shall be categorized as Urgent or Routine and inmate appointments shall be scheduled so that Urgent needs are addressed within 12 hours and Routine needs are addressed within 5 days from the time of screening.
- G. When an inmate indicates prescription drug utilization, the Contractor shall make every attempt to verify the medication within 12 hours. Neither the jail nor Probation facilities shall provide benzodiazepines or prescription medication used primarily as an aid for sleep.
- H. Where medication is verified, the RN may dispense "bridge" medication from the current medication order of record until the inmate has a face-to-face appointment with medical or psychiatric provider. Psychotropic bridge medication should be the same medication as the inmate received in the community, regardless of its formulary status.
- I. Where medication cannot be verified.
 1. For a medical condition, the RN shall confer with the medical provider on site or on call to establish, document and initiate a treatment plan. This will occur within 24 hours of arrival at the jail reception area.
 2. For a psychiatric condition, the RN shall confer with the psychiatrist on site or on call to establish, document, and initiate a treatment plan. This will occur within 24 hours of detainee's arrival at the jail reception area. The treatment plan may include periodic assessment by a mental health clinician until medication verification can be further pursued or until a psychiatric evaluation can occur.
- J. Receiving screening shall include rigorous assessment of detainees who are acutely intoxicated and/or who have been actively using drugs, alcohol, or other substances from which withdrawal may pose a risk. Detoxification/withdrawal protocols shall be implemented immediately. The Contractor shall adhere to Remedial Plan requirements regarding withdrawal monitoring. Contractor's withdrawal monitoring policy, shall adhere to the guidelines of the American Society for Addictions Medicine (ASAM) to determine whether detoxification services shall be administered at either facility or other offsite healthcare facilities.

1.2 Detoxification and Withdrawal

- A. The Contractor shall provide all medical detoxification services required to treat chemically dependent inmates and those who are acutely intoxicated. The Contractor shall utilize its withdrawal policy, which shall adhere to the guidelines of the American Society for Addictions Medicine (ASAM) to determine whether detoxification services will be administered at either facility or other offsite healthcare facilities.
- B. The Contractor may use information and observations provided by custody staff about inmates undergoing detoxification, but the Contractor shall render and act on its own independent clinical judgment.
- C. The Contractor shall ensure that all health care and custody staff are trained in recognizing the signs and symptoms of withdrawal from drugs, alcohol, and other substances in the period following reception and assignment to housing. Training shall be conducted annually at a minimum and include withdrawal timelines, signs and symptoms to a variety of substances common and uncommon to the local population.

1.3 Initial Health Assessment

- A. The Contractor shall perform an Initial Health Assessment as soon as possible but not later than 14 calendar days from commitment to the Jail to assess medical, behavioral health, and dental conditions and needs.
- B. Medical, behavioral health, and dental components of the Initial Health Assessments shall be conducted by a Qualified Health Professional. If an RN is conducting the behavioral health and oral health components of this assessment, the RN shall be trained by the responsible dentist and/or mental health provider and in accordance with all National Commission on Correctional Health Care (NCCHC) requirements for content, treatment, and documentation.
- C. Initial Health Assessment shall include, but is not limited to all of the following:
 - 1. Review of health screening results.
 - 2. Collecting additional data to complete health histories and/or follow-up from findings identified during screening and subsequently.
 - 3. Immunization status.
 - 4. Vital signs including height and weight.
 - 5. Physical exam when indicated by inmate gender, age, and risk factors. The hands-on portion of the health assessment may be performed by an RN only when the RN completes appropriate training that is approved by the responsible physician.
 - 6. Lab and/or diagnostic tests for communicable disease in accordance with direction from PHD.
 - 7. Lab and/or diagnostic tests for medical conditions, such as baseline peak flow measurements for inmates with asthma, baseline blood glucose measures for inmates with diabetes.
 - 8. Notation of physical disabilities and accommodations necessary to comply with the ADA.
- D. The onsite Physician or Health Care Practitioner shall review and sign all non urgent comprehensive Initial Health Assessment findings (including medical, behavioral and oral health findings) within 5 business days of each Initial Health Assessment and direct appropriate disposition and/or care plans. Specific problems shall be integrated into an initial problem list, and diagnostic and therapeutic plans for each problem shall be identified as clinically indicated.
- E. When a detainee is re-admitted to the jail within 12 months, the Contractor shall review the prior Receiving Screening to determine whether changes have occurred. If changes have

not occurred and the detainee does not have active medical, dental, or mental health conditions, an Initial Health Assessment may be waived. Documentation of the decision to waive the Initial Health Assessment shall be made in the medical record.

1.4 Sick Call

- A. The Sheriff will conduct rigorous analysis of inmate access to sick call services. A detailed sick call process has been designed to support inmate access and this analysis. The Sick Call process shall be designed and carried out by the Contractor. County reserves the right to approve the Sick Call process and to request changes to the Sick Call process. The Sick Call process is described below:
1. Inmates currently complete written sick call requests and hand them to a nurse during medication delivery on the housing unit.
 2. All sick call requests shall be collected by nursing staff at least twice every 24 hours. The nurses shall time, date, and initial every sick call request upon receipt of the sick call request form. A face to face evaluation with every inmate who submits a sick call slip must be documented on the sick call slip request form at the time of pick up.
 3. An RN or Nurse Practitioner shall triage every sick call request within 12 hours of both receipt of the request and the inmate being made available to the contractor by custody. All requests shall be assigned a disposition of Urgent, Priority, or Routine. Triage time, date, disposition, and reviewer shall be documented on the original sick call request.
 4. Inmates with sick call requests triaged as Urgent shall be seen by an RN as soon as possible and within 12 hours of review by the triage nurse.
 5. Sick call requests triaged as Priority or Routine shall be resolved by the RN within 48 hours of triage.
 - a. For Priority sick call requests, the RN shall conduct a sick call visit with the inmate.
 - b. For Routine sick call requests that involve a clinical symptom, the RN shall conduct a sick call visit with the inmate.
 - c. For Routine sick call requests that do not involve a clinical symptom, the RN may conduct a sick call visit or may opt to schedule or arrange for appropriate follow-up without seeing the inmate. For example, in responding to a sick call request stating "I need my acid reflux medication renewed," the RN may schedule a provider visit to review medications without seeing the inmate. Where the inmate is not seen by the nurse but an action is taken on the inmate's behalf, the action shall be communicated to the Inmate through a process the Contractor has established.
- B. Nursing interventions shall include standardized procedures and treatment protocols that have been developed by the responsible physician and meet the requirements of the California Board of Registered Nursing.
- C. If a sick call request is referred to a medical, mental health, or dental provider, the RN's referral shall note the disposition to the provider as Priority or Routine.
- D. Nursing assessment findings, intervention, and treatment plan or disposition shall be documented on the sick call request and placed in the medical record.
- E. Medical, mental health, and dental providers shall see Priority referrals within 7 days of the provider's receipt of such referral.

- F. Medical, mental health, and dental providers shall see Routine referrals within 14 days of the provider's receipt of such referral.
- G. The Contractor shall utilize a sick call request form that has been approved by the Sheriff.
- H. The Contractor shall examine and treat inmates in restrictive housing or who are otherwise unable to attend sick-call in a clinically appropriate designated area within the restrictive housing area. The Contractor shall render emergency care at any location within the Correctional facilities.

Primary Care

2.0 Immunizations

- A. Contractor will review the health history and status of patients during initial health assessment and periodic physical examinations. Appropriate immunizations for health history and age will be administered, including but not limited to annual flu immunization according to policies approved by the County.

2.1. Infection Control

- A. The Contractor shall implement an infection control policy that has been approved by the PHD. The Infection control policy shall include but is not limited to:
 - 1. Testing protocols for sexually transmitted diseases and HIV/AIDS for men and women
 - 2. Testing for sexually transmitted diseases and HIV/AIDS on inmate request.
 - 3. PPD testing for TB of all detainees expected to stay more than 14 days, which shall occur as soon as possible and no longer than day 14 of incarceration.
 - 4. TB-related chest X-rays conducted on site by contracted mobile X-ray provider
 - 5. Protocols for managing outbreaks for infectious diseases as approved by PHD.
 - 6. Infection control reporting to Sheriff and to PHD.

2.2 Preventive Care

- A. The Contractor shall design and administer a process to identify inmates incarcerated for more than one year so that Contractor can provide age and gender-appropriate preventive care screenings to those inmates identified and incarcerated for more than one year. The Contractor shall submit a protocol for medically necessary preventive screenings for review and approval by the County.

2.3 Chronic Care

- A. The Contractor shall monitor inmates identified as chronic care and treat in accordance with National Commission on Correctional Health Care (NCCHC) guidelines. The list shall include, at a minimum: diabetes, asthma, hypertension, coronary artery disease, seizure disorder, anticoagulation therapy HIV/AIDS.
- B. The chronic care list shall identify indicators of the level of control for each inmate with each condition, and scheduled testing and treatment in compliance with NCCHC guidelines.
- C. The Contractor shall implement a chronic care program that includes all of the following:
 - 1. Guidelines for establishing level of control and follow up schedules in accordance with level of control.
 - 2. Guidelines for treating, testing, and monitoring each condition.

3. Self-management strategies and patient education for inmates with chronic disease provided by Contractor nursing staff (which can include group classes).
 4. Patient education materials.
- D. Any changes to the chronic disease/care guidelines shall be reviewed and approved by the PHD, which may recommend revisions to mirror local practices and PHD approaches.

2.4 Treatment Plans

- A. For each inmate with acute, complex, high risk, or other special medical conditions or needs requiring close supervision including chronic and convalescent care, the Contractor shall develop a written individualized treatment plan, the format of which shall be approved by the County. In developing the treatment plan, the Contractor shall include input from the inmate and custody staff as appropriate.
- B. The individualized treatment plan shall include directions to health care and other personnel regarding their roles in the care and supervision of the inmate. The treatment plans shall follow standard of care evidence-based clinical treatment protocols for management of health conditions. The treatment plan shall be updated at each clinical encounter. Treatment plans for chronic conditions shall be reviewed by a Qualified Health Professional or Qualified Mental Health Professional at least every 90 days.
- C. The Contractor shall communicate treatment options and treatment steps that will be taken with the inmate both verbally and, if requested, in writing.
- D. The Contractor shall consult with PHD regarding individualized treatment plans for patients with acute, complex, high risk or other special medical conditions or needs, and shall consider all PHD recommendations related to such.

Specialty Health Services

3.0 Pregnancy

- A. The Contractor shall perform a pregnancy test during Receiving Screening and Initial Health Assessment in accordance with Sections 1.1 and 1.3 herein. Women inmates who opt out of a pregnancy test may not receive any prescription or over-the-counter medications until pregnancy testing is completed and documented.
- B. When a pregnant detainee reports active drug or alcohol use at Receiving Screening, the Contractor shall contact the on-call provider immediately while conducting the Receiving Screening to confer on a plan for managing withdrawal that considers the gestation; type, amount, and duration of substance use, and the woman's medical, mental health and Substance Use Disorder (SUD) history.
- C. Pregnant women who are on Methadone or Buprenorphine at the time of arrest shall be maintained on Methadone or Buprenorphine during incarceration.
- D. PHD shall provide prenatal care to detainees. The Contractor shall be responsible for arranging and tracking all health department prenatal appointments and for other services ordered by PHD for pregnant inmates, whether provided onsite or offsite.
- E. The Contractor shall submit a policy and procedure for care of the pregnant inmate. It shall be reviewed and approved by the Sheriff's Office and PHD and shall comply with NCHC standards and also include but is not limited to:
 1. Prenatal assessment by nursing appropriate to gestation at every in-jail encounter.
 2. Patient education on pregnancy diet, exercise, risk management, coordinated with PHD.

3. Childbirth education, coordinated with PHD.
4. Mental health referral.
5. Mechanism for approval by OBGYN of medications prescribed by Contractor.
6. Priority for pregnant women seeking dental services.

3.1 Other Women's Health Services

- A. The Contractor shall ensure all female inmates receive comprehensive and standardized "well woman" gynecological healthcare services according to PHD approved clinical guidelines, including age-appropriate GYN and breast cancer screening.
- B. The Contractor shall ensure that emergency contraception is available at Receiving Screening and if indicated during incarceration.
- C. The Contractor shall continue contraception in use at the time of arrest, for purposes of medical stability and pregnancy prevention.
- D. The Contractor shall advise women about options for long-term contraception at release during routine well woman care.
- E. Preventive services for female detainees, including mammography and gynecologic cancer screenings, shall be provided in compliance with section 2.2-Preventive Care.
- F. Contractor shall comply with the Sheriff's Office lactation guidelines contained in the Sheriff's Health Care policy.

3.2 Health Evaluations of Inmates in Restrictive Housing

- A. The Contractor's Qualified Health Professional shall evaluate the physical and mental health of inmates during restrictive housing. The Sheriff's Office will notify Contractor prior to placement in restrictive housing. Upon notice from the Sheriff that an inmate will be placed in restrictive housing, the Contractor's Qualified Health Professional shall review the inmate medical record for any existing medical, mental health, and/or dental conditions that contraindicate restrictive housing or require accommodation, and provide documentation to Sheriff staff within 12hours.
- B. The Contractor shall evaluate segregated inmates daily by a Qualified Health Professional and three times a week by a Qualified Mental Health Professional and document findings on a form that has been approved by the County and becomes part of the inmate's medical record. Changes in inmate health status resulting from restrictive housing shall be brought to the attention of Sheriff staff.
 1. For purposes of this Agreement, "Qualified Health Professional" means physicians, physician assistants, nurses, nurse practitioners, dentists, Qualified Mental Health Professionals, and others who by virtue of their education, credentials, and experience are permitted by law to evaluate and provide health care to patients.
 2. For purposes of this Agreement, "Qualified Mental Health Professional" means psychiatrists, psychologists, master's level social workers, licensed professional counselors (including licensed MFTs), licensed nurses, or others who by virtue of their education, credentials, and experience are permitted by law to evaluate and provide mental health care to patients.

3.3 Other Special Populations

- A. The Contractor, in cooperation with the Sheriff, Probation, and PHD shall develop policies and procedures and individualized clinical treatment plans to ensure that special

populations receive timely, appropriate, and evidence-based care. Special populations include (but are not limited) to:

1. Transgender inmates
2. Inmates with gender dysphoria and/or undergoing sexual re-assignment
3. Developmental disabilities
4. Physical disabilities that require assistance with Activities of Daily Living (ADL)
5. Dementia or other cognitive dysfunction
6. Other medical or mental health conditions that create special needs

3.4 Inmates Needing Disability Accommodations

- A. The Contractor shall identify clinical accommodations necessary to comply with the Americans with Disabilities Act (ADA), and note them in the medical record. This shall include but is not limited to personal care assistance, equipment, mobility, accommodations to meals, medication, work, or activities. Special accommodations or needs shall be communicated in writing to Custody.
- B. The Contractor shall report all inmates who need accommodations of a clinical nature for physical, developmental, or mental disabilities by completing a medical treatment order (MTO) and delivering the MTO to custody staff for inclusion in the facility ADA tracking system.
- C. Where a clinical accommodation has been ordered, the Contractor shall flag the inmate's medical record such that the accommodation is readily identified in the event of a future incarceration.
- D. The Contractor shall collaborate with Custody to ensure that inmate needs for assistance with Activities of Daily Living (ADL)s are met consistently and by appropriate personnel.

3.5 Medicated Assisted Treatment

Contractor shall adhere to County's plan for treating patients with opioid dependence using medication assisted treatment (MAT) as follows:

- A. Contractor shall prescribe all pregnant females with a history of using any opiate, whether prescribed or illicit, opiate replacement therapy to avoid any opiate withdrawal, which can lead to fetal distress and demise.
- B. Contractor shall continue opiate replacement therapy for all inmates admitted to the Sheriff's custodial system who are admitted and are currently part of a MAT program.
- C. Contractor shall develop a plan to initiate MAT for inmates who enter the Sheriff's custodial system with opiate and/or alcohol dependence who are not currently part of a MAT program, including induction and monitoring. Contractor shall include a plan to transition these inmates to a community MAT program upon discharge from the Jail.
- D. Contractor shall provide validated Substance Use Treatment therapy services to accompany the medication administration when appropriate.
- E. Contractor shall develop a written discharge plan for all inmates in this program and communicate with the County or community provider who will continue MAT out of custody. This discharge plan shall be written within 72 hours upon being enrolled into the MAT program.
- F. Contractor shall identify inmates eligible for the naloxone distribution program, which educates eligible inmates on the use of naloxone in the case of opiate overdose and provides materials and medication in the inmates' property for use after leaving Jail.

- G. Contractor shall ensure that a provider with a DEA X number is available at all times to provide this service within the Jail.
- H. Contractor shall keep statistics on the above inmates that are part of the Jail's MAT program as outlined in Exhibit G.

Behavioral Health

4.0 Referrals

- A. The Contractor shall conduct a thorough behavioral health assessment on any inmate referred through Receiving Screening, inmate self-referral, or by a medical or dental provider, nursing, custody, or another inmate. Medical, dental and nursing staff shall categorize referrals as Emergent, Urgent or Routine. The Contractor shall address Emergent needs within 4 hours, Urgent needs within 24 hours and Routine needs within 7 days.
 - i. Emergent in the context of a medical care referral means a medical care referral or request that manifests itself by acute symptoms of sufficient severity such that the absence of immediate medical attention could reasonably be expected to result in serious disability or death. Emergent medical conditions include shortness of breath, uncontrolled bleeding, seizures, chest pain, and hypoglycemic shock. Emergent medical care conditions are treated as an emergency by the County. Within the context of mental health referral or request, "emergent" refers to acute symptoms in which the patient is in immediate danger to him(her) self or others. Emergent mental health conditions include a patient reporting suicidality or command hallucinations to harm self or others, or who is actively engaging in self-inflicted bodily harm. Emergent referrals shall be treated or sent out for emergency treatment immediately.
 - ii. Urgent means a medical or mental care referral or request that manifests itself by acute symptoms of sufficient severity that if services are not urgently received, the patient's situation could deteriorate to the point that emergent services are necessary. Urgent medical conditions include hives, abscesses, allergic reactions, signs and symptoms of cardiac conditions, and hypo/hyperglycemia. Patients with urgent medical conditions shall be seen by the Provider within 12 hours of review by the triage RN. For urgent referrals that occur on the weekend when a Provider is not on-site, medical staff shall complete a phone consultation with the Provider within 12 hours of review by the triage RN, with any clinically indicated treatment or other follow-up provided. The Provider will conduct a face-to-face appointment with the patient on the next business day.
 - iii. Routine means a medical care or mental health referral or request other than an emergent or urgent medical condition. Routine medical conditions include colds, flus, complaints of pain, skin conditions, and special requests. Routine mental health conditions include the need for a medication bridge, current mental health symptoms, current mental health treatment, refusal to answer medical intake questionnaire, reporting thoughts of hopelessness, worthlessness, or a history of mental illness, or a current or history of substance abuse, violent behavior, or victimization. Patients with routine medical concerns shall be seen by the Provider within five (5) days of review by the triage RN, or sooner if clinically indicated.

4.1 Mental Health Programming

- A. The Contractor shall deliver evidence-based mental health programming to inmates in General Population (GP), special housing, and restrictive housing. Services shall include screening and crisis management; clinical monitoring and support for inmates who are returning from a higher level of care; evidence-based treatment of serious mental illness; interventions to stabilize inmates and reduce time spent in safety cells; and groups on stress management, sleep, hygiene, and other evidence-based programming for mild-to-moderate conditions and for serious mental illness.
- B. The Contractor shall deliver evidence-based assessment and programming to inmates with intellectual/developmental disabilities.
- C. For inmates who have a serious mental illness, (defined as one that results in serious functional impairment which substantially interferes with or limits one or more major life activities), the Contractor shall use evidence-based practices that include assessment of symptom severity, prescription of the appropriate medications that is adequate in both dosage and duration, education on mental illnesses and the importance of medication adherence, and appropriate discharge planning to ensure continuity of care when released from jail.
- D. For inmates with mental illness who are in restrictive housing, a Contractor's Qualified Mental Health Professional shall assess and provide appropriate interventions at least three times a week.
- E. For inmates going through detoxification or that have been identified as potentially having a Substance use disorder, a Qualified Mental Health Professional shall conduct an assessment and enroll individuals in Substance Use Disorder (SUD) counseling upon completion of detoxification if applicable and Contractor shall complete referrals to the appropriate community resources for individuals before release.
- F. The Contractor shall provide screening, response, medical and mental health treatment to victims of sexual assault in compliance with Prison Rape Elimination Act Community Confinement Standards, Final Rule May 2012.

4.2 Suicide Prevention

- A. The Contractor shall maintain a suicide prevention policy in compliance with NCHC guidelines. The Contractor shall re-assess all inmates placed on suicide watch at least every 4 hours. Decisions to end suicide precautions are solely the purview of the Contractor and must be made by a Qualified Mental Health Professional.
- B. If an inmate is housed in a safety cell, the Contractor shall ensure that the inmate is referred to BWD's Crisis Services within 12 hours of placement for inpatient placement evaluation..
- C. Evaluation of suicide watch data will be a routine agenda item for the Quality Improvement Committee.
- D. The Contractor shall collaborate with the Sheriff on programs designed to prevent suicide attempts. At a minimum, the Contractor shall conduct suicide prevention intervention and training for medical, mental health and Sheriff staff. In addition, the Contractor shall engage in on-going consultative assistance and cooperation to improve program effectiveness.

4.3 Psychotropic Medication

- A. For inmates who are receiving verified psychotropic medication prior to incarceration Contractor shall maintain that medication until an evaluation by a psychiatrist is conducted, regardless of formulary compliance. Exceptions are benzodiazepines and medications solely

prescribed for sleep. All orders for psychotropic medication shall include documentation of the condition, expected results, and interval for clinical review.

- B. Contractor shall not initiate a new class of psychotropic medication without a written patient consent. Contractor shall discuss dose changes or changes of medication within a therapeutic class with the patient but Contractor is not required to receive patient's written consent to such changes.
- C. Psychotropic medications shall be reviewed by Contractor at intervals based on the inmate's level of stability. The Contractor shall use Primary Care Providers and Psychiatric Nurse Practitioners to co-manage psychotropic medications for inmates whose mental health conditions are stable, in order to maximize the ability of psychiatry to treat more acutely ill inmates.

4.4 Inmates with Co-Occurring Mental Health and Substance Use Disorders

- A. The Contractor shall provide SUD (substance use disorder) treatment and/or counseling to inmates who have co-occurring mental health conditions. Contractor shall collaborate with Sheriff's staff, contractors, Behavioral Wellness and community based organizations to provide discharge and re-entry services.

4.5 Dental Services

- A. The Jail includes a dental operatory and equipment which the Contractor may utilize. The Contractor shall deliver oral health services under the supervision of a dentist licensed in the state of California including but not be limited to extractions, temporary fillings, treatment of infections, relief of pain, treatment to ensure inmate ability to masticate food and other clinically indicated treatment, and immediate access for urgent or painful conditions. The Contractor shall provide instruction in oral hygiene and preventive oral health education to each inmate within one month of admission.
- B. Contractor staff shall categorize dental referrals as Urgent or Routine. The Contractor shall address Urgent needs within 48 hours and Routine needs within 30 days. Pregnant women shall be given priority.
- C. The Contractor shall maintain a registry of inmates incarcerated longer than one year and shall conduct an oral health examination and provide appropriate prophylactic care to inmates after one year.
- D. The Contractor shall report the average patient wait time for initial dental appointments and submit it monthly to the MAC.
- E. The Contractor shall include dental conditions and treatments in the dental record which shall be maintained as part of the medical record of the inmate.

4.6 Discharge/Reentry Planning and Services

- A. The Contractor shall support discharge planning and reentry by actively engaging in transition planning with custody, PHD, BWD, community providers, and community based service agencies. Inmates who are undergoing treatment for acute or chronic conditions shall have a source for community care at release and a discharge plan indicating necessary follow up and medications. The Contractor shall engage with PHD, BWD, community providers - ideally prior to release but in all cases within 72 hours of release - for all released inmates in the following categories:
 - 1. Pregnant women
 - 2. Undergoing treatment for HIV/AIDS, TB, or other infectious diseases
 - 3. Receiving psychotropic medications

4. Medically Assisted Treatment for SUD
 5. Chronic Medical Conditions for patients in the Chronic Care program
- B. The Contractor shall supply inmates with a prescription for all current medications (excluding over-the-counter) at release, and include instructions about where to get the prescriptions filled.

Detainee Health Services: Juveniles

5.0 General

- A. The Contractor shall complete the mandatory health data report included in Section 15.11 Mandatory Reporting and submit to the Facility Manager and PHD by the 15th of the following month.
- B. In accordance with NCHC standards, the Contractor shall train custody staff designated as Health Care Liaisons in medication administration and in roles and responsibilities in triaging and addressing health care issues during times when a qualified health care professional is not on the premises of the Probation facilities. Training shall include youth right to privacy. Training shall be documented and shall be provided at least annually to each Health Care Liaison.
- C. The Contractor shall keep a log of missed appointments and ascribe a reason for each, which may include youth refusal, lock down, youth not on site, lack of custody escort, and other reasons. This report shall be reviewed by the MAC at each meeting.

5.1 Receiving Screening – Juvenile Hall

- A. Receiving Screening on all newly detained youth detainees will be conducted by a medical professional during hours of medical operation. When medical professionals are not onsite, a Custody Officer will conduct the Receiving Screening and share it with the Contractor as soon as possible.
- B. The Contractor shall assess Receiving Screening documentation within 24 hours, and arrange for any urgent medical, mental health, prescription drug, or dental services.
- C. The Contractor shall ensure that emergency contraception is available at Receiving Screening when done by medical staff or as soon as possible when medical is not onsite and if indicated during incarceration.

5.2 Detoxification/Withdrawal – Juvenile Hall

- A. The Contractor shall conduct a health assessment which adheres to the guidelines of the American Society for Addictions Medicine (ASAM) of youth detained at the Probation facilities and who have been actively using drugs, alcohol, or other substances from which withdrawal may pose a risk. Contractor shall implement detoxification/withdrawal protocols immediately in coordination with Probation staff. ASAM Guidelines will be utilized to determine whether detoxification services are administered at the Juvenile Hall or other off-site healthcare facility.
- B. The Contractor may use information and observations provided by custody staff about youths undergoing detoxification, but the Contractor shall render and act on its own independent clinical judgment.
- C. The Contractor shall ensure that all health care and custody staff are trained in recognizing the signs and symptoms of withdrawal from drugs, alcohol, and other substances in the period following reception and assignment to housing. Contractor shall provide training

annually at a minimum and include withdrawal timelines, signs and symptoms to a variety of substances common and uncommon to the local population.

5.3 Comprehensive Health Assessment – Juvenile Hall

- A. The Contractor shall conduct a comprehensive health assessment on each youth detainee as soon as possible and no later than 96 hours from booking. Assessment should be completed by the physician if possible. If an RN completes the assessment, the provider shall review and sign the assessment document on the next clinic day
- B. The Contractor shall use a comprehensive adolescent health assessment instrument that has been approved by Probation. The health assessment shall include but is not limited to:
 - 1. Immediate medical, mental health, dental or prescription drug needs.
 - 2. Documentation of current illnesses and health problems including but not limited to any chronic health conditions, presence of infectious disease, immunization history, history of mental illness, history of alcohol and drug use, medications (prescribed and over-the-counter), special health requirements, oral health/orthodontia, and vital signs including blood pressure, temperature, respiratory rate, pulse, and pulse oxygen saturation.
 - 3. Assessment of and care of maternity needs for pregnant females, if pregnancy is known, and
 - a. Referral to Emergency Department immediately when pregnant youth reports active use of drugs or alcohol, or
 - b. Referral to PHD within 72 hours for all others.
 - 4. Except when pregnancy is already confirmed, a pregnancy test shall be conducted on all female youths. Youth may opt out of pregnancy testing but shall not receive any medication without consultation with physician. Contractor shall flag medical record accordingly.
 - 5. Chlamydia testing on all female youth.
 - 6. Behavioral observations, including state-of-consciousness, mental status, suicidal ideation and whether the youth exhibits signs of alcohol or drug abuse or active use.
 - 7. Notations of body deformities, trauma markings, bruises, ease of movement, etc.
 - 8. Condition of skin and body orifices, including bodily infestations.
 - 9. Questions about whether the youth has a usual source of healthcare in the community and if so, the name of the provider.
 - 10. History of trauma and/or abuse.
 - 11. Sexual history.
- C. Based on the assessment, the RN shall make referrals for medical, mental health, or dental services including laboratory and/or radiological or other diagnostic testing. Emergent concerns shall be discussed immediately with the medical or mental health provider on site or on call and addressed within four hours. Other referrals shall be categorized as Priority or Routine and appointments shall be scheduled so that Priority needs are addressed within 72 hours and Routine needs are addressed within 96 hours.
- D. When a youth indicates prescription drug utilization, the Contractor shall make every attempt to verify the medication within 12 hours.
 - 1. Where medication is verified, the Contractor may dispense “bridge” medication from the current medication order of record until the youth has a face-to-face appointment with medical or psychiatric provider. Psychotropic

bridge medication should be the same medication as the youth received in the community, regardless of its formulary status.

2. Where medication cannot be verified.
 - a. For a medical condition, the nurse shall confer with the doctor on site or on call to establish, document and initiate a treatment plan. This shall occur within 24 hours of arrival.
 - b. For a psychiatric condition, the nurse shall confer with the psychiatrist on site or on call to establish, document, and initiate a treatment plan. This shall occur within 24 hours of youth's arrival at Juvenile Hall. The treatment plan shall include periodic assessment by a mental health clinician until medication verification can be further pursued or until a psychiatric evaluation can occur.
- E. The Contractor shall continue contraception in use at the time of arrest, for purposes of medical stability and pregnancy prevention.
- F. The Contractor shall screen all youths for Tuberculosis (TB) and implement follow up that complies with approved guidelines from the Centers for Disease Control. Youths with active symptoms shall be isolated until TB infection has been ruled out.

5.4 Coordination of Health Care Services and Benefits - Juvenile Hall

- A. The Contractor shall query youth's parent or guardian about insurance coverage, preferred providers, and medical/dental treatment in progress.
- B. The Contractor shall coordinate youth access to community medical and/or dental/orthodontic providers at parental/guardian request and in coordination with Probation. Payment for services will be coordinated between Probation and the parent or guardian.
- C. The Contractor shall present a parent or guardian with a release of information form for signature, that complies with HIPAA Regulations, and when appropriate 42 CFR Part 2, allowing the Contractor to request and obtain medical and/or behavioral health information and to coordinate youth's care at release with community providers and insurers as necessary. The Contractor shall develop and submit the form to Probation for approval.

Sick Call

6.0 Juvenile Hall

- A. Process Description. Youth currently complete written sick call requests and place them into a locked box in housing units or hand them to a nurse during medication pass on the housing unit.
- B. All sick call requests shall be collected by health care staff during each day shift medication pass. The Contractor shall time and date stamp every sick call request upon receipt.
- C. Contractor's RN shall triage every sick call request within 4 hours of receipt. All requests shall be triaged with a disposition of Urgent, Priority or Routine. Triage time, date, disposition, and reviewer shall be documented on the original request by Contractor.
- D. Sick call requests triaged as Urgent shall be referred to the provider on call within 4 hours.
- E. Sick call requests triaged as Priority or Routine shall be resolved by the RN within 48 hours of triage. The Contractor RN shall conduct a sick call visits with all youth submitting Priority or Routine sick call requests.

- F. Sick call requests received by Probation when health care staff are not present shall be referred to the provider on call Contractor Physician.

6.2 Juvenile Hall. Contractor shall abide by and is responsible as follows:

- A. Nursing interventions may include standardized procedures and treatment protocols that have been developed by the responsible physician and meet the requirements of the California Board of Registered Nursing.
- B. If referred to medical, mental health, or dental provider, the RN's referral shall note the disposition to the provider as Priority or Routine.
- C. Nursing assessment findings, intervention, and plan/disposition shall be documented on the sick call request and placed in the medical record.
- D. Medical providers shall see or provide telephonic consultation on Priority referrals within 72 hours of the Contractor's receipt.
- E. Medical providers shall see Routine referrals within 96 hours of the Contractor's receipt.
- F. The Contractor shall utilize a sick call request form that contains all of the information above and has been approved by Probation.
- G. The Contractor shall maintain a log of every sick call request that indicates time/date of receipt, time/date of triage, time/date/disposition by nursing and time/date of clinical follow up. This log shall be electronic, preferably in Excel.

Primary Care –Juvenile Hall

7.0 Acute, Preventive, and Chronic Care

- A. The Contractor shall deliver age and gender-appropriate acute care, preventive services, and chronic disease management to all incarcerated youth in accordance with the use of evidence-based guidelines and practices for screening, diagnosis, and treatment of conditions in the youth population.
- B. Contractor's chronic disease management shall include but is not limited to all of the following:
 - 1. Guidelines for establishing level of control and follow up schedules in accordance with level of control.
 - 2. Guidelines for treating, testing, and monitoring each condition.
 - 3. Self-management strategies and patient education provided by nursing (which can include group classes).
 - 4. Patient education materials.

7.1 Immunizations

- A. The Contractor shall assess immunization status of all youth during Health Assessment and administer County approved age-appropriate immunizations to all youths, with appropriate consent.
- B. The Contractor shall enter immunization data into the Central Coast Immunization Registry (<http://www.immunize4life.org>). The PHD will train the Contractor to use the registry at no cost.
- C. The Contractor shall design and implement a process to review and update youth immunizations on an annual basis.

7.2 Infection Control

- A. The Contractor shall implement an infection control policy that has been approved by PHD. The infection control policy shall include but is not limited to:
 - 1. Testing protocols for sexually transmitted diseases and HIV/AIDS for male and female youth, which shall include testing of all females for chlamydia.
 - 2. Testing for sexually transmitted diseases and HIV/AIDS on youth request.
 - 3. Purified protein derivative (PPD) testing or Interferon Gamma Release Assay (IGRA) for TB of all youths expected to stay more than 96 hours, which shall occur as soon as possible and no longer than 96 hours after incarceration.
 - 4. PHD will conduct TB-related chest X-rays.
 - 5. Protocols for managing outbreaks for infectious diseases.
 - 6. Infection control reporting to Probation and to PHD.

7.3 Treatment Plans – Juvenile Hall

- A. For each youth with acute, complex, high risk, or other special medical conditions or needs requiring close supervision including chronic and convalescent care, the Contractor shall develop a written individualized treatment plan. In developing the treatment plan, the Contractor shall include input from the youth and family and other clinical and custody staff as appropriate. The Contractor shall communicate treatment options and treatment steps that shall be taken with the youth and family both verbally and, if requested, in writing.
 - a. The treatment plan shall include directions to health care and other personnel regarding their roles in the care and supervision of the youth. The treatment plans shall follow evidence-based clinical treatment protocols for management of conditions and shall conform to community standards and evidence-based practices. The treatment plan shall be updated at each clinical encounter. Treatment plans for chronic conditions shall be reviewed at least every 90 days.
- B. The Contractor shall communicate treatment options and treatment steps that shall be taken with the youth both verbally and, if requested, in writing.

7.4 Pregnant Youth - Juvenile Hall

- A. The Contractor shall perform a pregnancy test during Receiving Screening and Health Assessment as described in those sections above. Female youth who opt out of a pregnancy test may not receive any prescription or over-the-counter medications until pregnancy testing is completed and documented unless ordered by the clinician.
- B. When a pregnant youth reports active drug or alcohol use at Receiving Screening, the Contractor shall refer youth to the Emergency Department. The onsite clinician will contact PHD OBGYN services to confer on a plan for managing withdrawal that considers the gestation; type, amount, and duration of substance use, and the youth's medical, mental health and SUD history.
- C. Pregnant youth who are on Methadone or Buprenorphine at the time of arrest shall be maintained on Methadone or Buprenorphine during incarceration.
- D. The Contractor shall refer pregnant youth to the PHD within 72 hours of booking. PHD will provide prenatal care to youth. The Contractor shall be responsible for all prenatal appointments and other services to pregnant youths, whether provided onsite or offsite.

7.5 Other Special Populations - Juvenile Hall

- A. The Contractor shall develop and implement policies and procedures and individualized clinical treatment plans to ensure that special populations receive timely, appropriate, and evidence-based care. Special populations include but are not limited to:

1. Transgender youth.
2. Youth with gender dysphoria and/or undergoing sexual re-assignment.
3. Developmental disabilities and/or cognitive dysfunction.
4. Physical disabilities that require assistance with Activities of Daily Living.
5. Other conditions that create special needs.

B. In the unlikely event that the Parties cannot agree on policies and/or procedures, the Sheriff and/or, Probation in consultation with PHD shall have the sole and final decision to approve the policies and/or procedures.

7.6. Collaboration/Integration of Behavioral Health and Primary Care - Juvenile Hall

- A. Probation contracts with BWD to provide mental health and substance use disorder treatment to incarcerated youth. The Contractor shall collaborate with BWD in treatment planning and evaluation, both informally and in regularly scheduled treatment team meetings.
- B. The Contractor medical and nursing staff shall also participate in weekly multidisciplinary treatment team meetings.
- C. The Contractor medical and nursing staff shall also participate in periodic rounds to review youth response to treatment.

7.7 Dental Care - Juvenile Hall

- A. The Contractor shall assess and arrange for necessary and required dental services for all youth at community providers. Preventative care will be provided to all youth who remain in continuous custody for one year.

7.8 Discharge/Reentry Planning

- A. The Contractor shall support discharge planning and reentry by actively engaging in transition planning with custody, PHD, BWD, community providers, community based service agencies, and family/guardian. Youth who are undergoing treatment for acute or chronic conditions should have a source for community care at release and a discharge plan indicating necessary follow up and medications. The Contractor shall engage with PHD, BWD, and community providers - ideally prior to release but in all cases within 72 hours of release - for all released youth who have active medical conditions that were treated at the Probation facility.

7.9 Child Abuse Reporting - Juvenile Hall

- A. The Contractor shall train all Contractor employees and monitor compliance with California requirements for reporting child abuse and neglect found in the Child Abuse and Neglect Reporting Act Penal Code Section 11164-11174.3.

Inmate Health Services: Adults and Juveniles

8.0 Prescription Drugs/Medication Services

- A. The Contractor shall operate a total pharmaceutical system for the Jails and Probation facilities to include physician prescription and management activities, administration of prescription medication, provision of over-the-counter medications, and necessary record keeping. Contractor's pharmaceutical system shall operate in compliance with all applicable state and federal regulation and law.

- B. The Contractor shall obtain all prescription, over-the-counter, and stock medications, with the possible exceptions of selected high-cost medications which may be provided by the inmate's family, procured through a local pharmacy using private insurance, or obtained through a relationship with a 340B covered entity.

8.1 Ordering and Reporting System

- A. The Contractor shall operate a web-based portal in compliance with all related HIPAA Regulations, and all related health care law that Contractor health care staff can use to order medication, check order status of medicine, seek information on drug interactions, dosing, and side effects, and obtain a real-time list of current medications and medication history for any inmate (referred to as "pharmaceutical system"). The pharmaceutical system shall provide reports to the Jail and Probation on medications that are expiring within 5 days. These reports can be sent from the pharmacy provider (pushed) or requested by the health care staff (pulled) and shall be in an electronic format that allows sorting by drug class.
- B. The pharmaceutical system shall provide monthly and quarterly reports on drug utilization and cost for the Jail and Juvenile Hall including, but not limited to, data fields addressed in Section 15.11 Mandatory Reporting.

8.2 Formulary

- A. The Contractor may use a drug formulary, but shall be willing to accommodate modifications.
- B. The Contractor shall allow immediate formulary overrides for psychotropic drugs when, at booking, the Contractor can validate psychotropic drug prescriptions and compliance with the medications immediately prior to entering the facility, provided that the medication is not a benzodiazepine or a medication used primarily as an aid for sleep.
- C. The Contractor shall render decisions on requests for non-formulary medication in 48 hours or less and shall support an option for an Urgent request that is decided within 24 hours.
- D. The Contractor shall obtain approved non-formulary medications from the local pharmacy specified in Section 8.0.B. if the 340B Pharmacy cannot deliver the non-formulary medication(s) to the facilities within 24 hours of approval.
- E. Regarding juvenile facilities, the Contractor shall strive to match, as closely as possible, the psychotropic drug formulary used by Behavioral Wellness.

8.3 Packaging

- A. Because of the significant turn-over of youths, the Contractor may provide some medications as stock. Inmate-specific medication cards are strongly preferred where it is expected that the inmate will be detained for more than 14 days. The Contractor shall work with the Sheriff and Probation to develop mechanisms to optimize patient-specific medications. Sheriff or Probation shall have sole and final decision making authority.
- B. Stock and patient-specific medication shall be in blister packs, clearly labeled, and packaged to allow for return for maximum credit where appropriate.
- C. The Sheriff may implement a keep on person (KOP) medication program for some medications and eligible inmates. The Contractor shall dispense KOP medications in unit dose form (blister pack). The Contractor shall provide a list of approved KOP medications to Probation and the Sheriff whenever any changes are made to the KOP medication lists.

8.4 Delivery

- A. Contractor shall ensure medication and pharmaceutical deliveries are made daily as needed to the Jail and Juvenile Hall, Monday – Saturday (referred to as “an order”). When an order is placed into the pharmaceutical system by 4:00 p.m., the Provider shall fill and deliver original prescriptions and prescription refills within twenty-four hours of an order unless clinically indicated otherwise (48 hours if the order is written on Saturday). The Contractor shall contract with a local pharmacy to ensure twenty-four-hour delivery of medications on weekends and holidays and urgent/emergent delivery at any time. The Contractor must use the local pharmacy in these instances.

8.5 Administration

- A. At the Jail, Contractor shall cause to be administered all prescription medications by a licensed healthcare professional in accordance with sound medical practice and at the direction of the treating physician. At Probation facilities, over the counter (OTC) and prescription medications administered after hours or on weekends and holidays may be prepared by a licensed healthcare professional and distributed by Probation staff who have been trained by the Contractor in accordance with federal and state regulations.
- B. The Contractor shall employ policies and procedures to ensure that Contractor staff comply with community standards and legal requirements for medication administration, including prohibitions for pre-pouring and re-packaging medications for administration.
- C. The Contractor shall develop and maintain a medication adherence program aimed at identifying non-adherent inmates/youth in a manner that allows for timely intervention by the Contractor’s medical or behavioral health staff. The medication adherence program shall include keeping a log of all missed medications at each medication pass.
- D. It shall include a policy and procedure for timely provider notification and follow up on missed medications of an urgent/timely nature, to include at a minimum:
 - 1. Antibiotics.
 - 2. Insulin.
 - 3. HIV medications.
 - 4. Seizure medications.
 - 5. Hepatitis C medications.
 - 6. Psychotropic medications.
- E. The Contractor shall review the missed medication log at least once a week and identify inmates/youth with patterns of missed medications in addition to those noted in Section 8.5.E. Such inmates/youth shall be referred by the Contractor for adherence evaluation to the appropriate health care professional. The medication adherence program will be reviewed regularly by the Continuous Quality Improvement Committee at each facility.
- F. In addition to the requirements under Section 8.3.C. the Contractor shall at a minimum:
 - 1. Administer the KOP program in compliance with state and federal laws.
 - 2. Ensure that inmates are aware of the medication purpose, desired effect, side effects, doses and administration times for all KOP medications.
 - 3. Operate a method, approved by the Sheriff and PHD, to assess inmate adherence to KOP medication schedules.

8.6 Safeguarding and Disposal

- A. The Contractor shall employ policies and procedures to safeguard all controlled substances and to prevent diversion of all medications by staff or inmates. Management of controlled substances shall comply with all federal and state regulations.

- B. All controlled substances, syringes, needles other pharmaceutical implements shall be securely stored in compliance with the facility regulations, DEA regulations, Occupational Safety and Health Administration regulations, and NCCHC standards.
- C. The Contractor shall engage a means of disposal of controlled and non-controlled substances that complies with all state and federal requirements and minimizes opportunities for drug diversion.

8.7 Billing and Credit

- A. The Contractor shall bill the Sheriff and Probation for the actual acquisition cost of all medications. All rebates and discounts that accrue to the Contractor for medications used by the Sheriff or Probation facilities shall be passed to the Sheriff or Probation. The Contractor shall deliver all documentation necessary to substantiate acquisition cost through audit.
- B. The Contractor shall accept medications appropriately returned for credit and shall credit the Sheriff or Probation accordingly, through a credit on the next invoice no later than 45 days from the date the Medication was returned to the Provider.

8.8 Quality Controls

- A. The Contractor shall ensure that a registered pharmacist conducts quarterly audits of the prescription drug practices at all facilities, to determine compliance with applicable federal and state laws and regulations and to recommend improvements to accurate, timely and efficient drug delivery, safeguarding, and distribution.

8.9 Laboratory and Radiology Services

- A. The Contractor shall conduct the following laboratory services on site, at a minimum:
 - 1. Jail: Urinalysis, hemoglobin, strep tests, urine pregnancy test, rapid strep test, blood glucose.
 - 2. Juvenile Hall: Urinalysis, hemoglobin, urine pregnancy test, rapid strep test, rapid HIV testing, blood glucose.
- B. Other on-site testing may be conducted at the Contractor's discretion. The Contractor shall provide and maintain all equipment and provide all supplies necessary for conducting these laboratory and radiology services.
- C. In addition, Probation has existing relationships with community laboratory and radiology providers. The Contractor shall coordinate testing with these providers.
- D. The Contractor shall draw all blood for on-site and off-site lab testing at all facilities.
- E. The Contractor shall design and implement processes to identify and respond to all abnormal laboratory tests in accordance with community standards. Processes shall include abnormal results reported after hours and on weekends and holidays. Sheriff or Probation shall have sole and final discretion to approve and processes.

8.10 Provider Orders

- A. The Contractor shall develop and implement County approved policies and procedures to ensure that all of the following:
 - 1. Provider Verbal or Telephone Orders are verified and signed off by the provider within 24 hours (72 hours if ordered on Friday).
 - 2. Provider Orders/treatment plans written by off-site providers are reviewed and acted upon by an on-site provider within 24 hours. Where the on-site provider elects an alternative treatment plan than recommended by the off-site provider,

the on-site provider documents rationale and discussion with off-site provider where appropriate.

- B. Contractor shall provide County (Sheriff, PHD and BWD) with a copy of all policies and procedures.

8.11 Dietary Evaluation and Management

- A. The Contractor shall evaluate the dietary needs of inmates and youth and order therapeutic diets as appropriate. Where indicated, a licensed dietician engaged by the Contractor shall collaborate with the ordering provider to make recommendations.

8.12 Health Education

- A. The Contractor shall conduct on-going inmate health education with individual inmates and in groups. The Contractor shall supply approved culturally and linguistically appropriate health education materials on a variety of topics approved by the County. Contractor shall coordinate with PHD and BHD and the Contractor may use health education materials from these stakeholders.

8.13 Personal Hygiene Counseling Education

- A. The Contractor shall counsel and educate inmates on personal hygiene including oral health. The Contractor shall supply culturally and linguistically appropriate materials on a variety of personal hygiene topics approved by the Sheriff and Probation.

8.14 Key and Tool Control

- A. The Contractor shall ensure that all keys and tools that could pose a danger in the hands of prisoners are accounted for at every provider shift change and shall comply with the Sheriff's and Probations' key and tool control policies. The Contractor certifies by signing this Agreement that it has been provided and understands the referenced key and tool policies described herein. The Contractor shall submit a list of items and a key and tool control policy by facility for approval by the Sheriff and/or Probation.

8.15 Supplies and Durable Medical Equipment

- A. The Contractor shall be responsible for the purchase of all office supplies and the purchase and maintenance of all medical supplies and durable medical equipment (DME) necessary to meet its obligations. DME includes but is not limited to crutches, prostheses, eyeglasses, hearing aids, wheelchairs, and oxygen.

8.16 Biomedical Waste Disposal

- A. The Contractor shall be responsible for biomedical waste collection and disposal. Contractor's policies, procedures, and practices shall comply with all applicable state, federal, and local requirements.

Off-Site/Specialty Health Care Services

9.0 Provider Network

- A. Inmate has Private Insurance (excludes Medi-Cal and Medicare)
 - 1. Where the inmate/youth has private insurance, the Contractor shall attempt to coordinate necessary off-site/specialty care with the private insurance network.

The community provider shall bill the private insurance directly and the Contractor shall obtain a copy of the bill and keep a record of the services and deferred costs. Copayments and deductibles are the responsibility of the inmate but the Sheriff and Probation reserve the right to cover those expenses on a case-by-case basis. Contractor shall cooperate to support this billing and collection process.

- B. Inmate is Uninsured (or has Medi-Cal or Medicare)
 - 1. The Sheriff's Office and the Probation Department maintain relationships with PHD clinics, local hospitals and a variety of medical specialists and for youth dental providers. In most cases the providers accept payment at Medi-Cal rates. A few medical specialist come to the Jail to see adult patients. The Contractor shall arrange all necessary off-site/specialty care for inmates/youths utilizing these networks.
- C. In the event that a medical specialty is required but there is no community provider relationship, the Contractor shall work with the Sheriff or Probation to identify a willing provider and to negotiate rates.

9.1 Payment for Off-Site/Specialty Health Care

- A. The Contractor shall review all claims for off-site/specialty care to verify the billed services, dates of service, and incarceration status, and to identify claims that should have been covered by private insurance. Reviews shall occur within 5 business days of the receipt of the claim. The Sheriff or Probation shall cover the expenses for off-site/specialty services not covered by insurance, and shall remit payment to the off-site provider.

9.2 Referral Management

- A. The Contractor shall operate an evidence-based utilization management (UM) approach for prospectively authorizing all off-site medical specialty services and for retrospectively assessing the use of emergency room and inpatient hospital services. The UM policy shall include turn-around times for authorization decisions, alternative treatment recommendations for denied referrals, and an appeal process. Sheriff or Probation in consultation with PHD shall have the sole and final decision to approve or to request reasonable changes to Contractor's UM policy.
- B. Where access to a specialist is delayed, the Contractor shall continue to see the patient at clinically appropriate intervals and document changes in condition until the specialty consultation has occurred.
- C. All referrals shall include a requirement that recommendations and a treatment plan accompany the patient on his/her return to the facility and a comprehensive assessment with recommendations shall be remitted within 4 business days of the consultation.

9.3 Treatment Plans

- A. Treatment plans and/or Provider Orders written by emergency room or inpatient hospital providers shall be reviewed and acted upon within 4 hours of the inmate or youth's return to the facility.
- B. Treatment plans and/or Provider Orders written by off-site specialty medical providers shall be reviewed and acted upon by the Contractor within three (3) business days after the consultation or service is rendered. Where the on-site Contractor provider elects an alternative treatment plan than recommended by the off-site provider, the on-site Contractor provider shall document the rationale and any discussion with off-site provider.

9.4 Ambulance and Transportation Services

- A. The Sheriff and Probation maintain relationships with local ambulance providers and will cover the cost of off-site emergency transportation. The Contractor shall arrange for all necessary emergency transportation and review the claims for accuracy and validity. Probation will arrange for emergency transportation when the Contractor is not present at Juvenile Hall facility.

9.5 Medical Clearance for Inmate Work

- A. At the request of the Sheriff or Probation, the Contractor shall assess and document the ability of an inmate or youth's ability to perform work requirements.

9.6 Medical Clearance for Court Appearance

- A. At the request of the Sheriff or Probation, the Contractor shall assess and document the ability of an inmate or youth's ability to appear in court.

9.7 Medical Clearance for Programs

- A. Contractor will provide applicable medical records to programs, discharge planners, etc. with a valid release of information (ROI) on file.

9.8 Zenova Virtual Emergency Care (Zenova) - Emergent and Urgent

- A. Contractor shall initiate and maintain their proprietary service Zenova for virtual emergency care -. Zenova is an on-demand telehealth service that assists on-site providers with acute care consultations.
- B. Contractor shall provide a monthly report to County showing all telehealth consultations with total number of patients served, diagnosis (if any), action/treatment provided, and outcomes.

9.9 Wellpath Connect

- A. Contractor shall initiate and maintain their proprietary service Wellpath Connect. Wellpath Connect is a service that connects on-site providers with a network of primary physicians and specialty providers for expert clinical consultations and remote care.
- B. Contractor shall provide a monthly report to County showing all Wellpath Connect consultations with total number of patients served, diagnosis (if any), action/treatment provided, and outcomes.

Services to Non-Inmates

10.0 Screening and Immunization Provided to Staff.

- A. The Contractor shall offer Hepatitis B immunizations and flu shots to all Sheriff and Probation staff and conduct PPD testing at the time of commencement of employment. The Sheriff and Probation will be responsible for the cost of vaccines and testing supplies obtained and used by the Contractor.

10.1 Emergency Medical Treatment for Non-Inmates

- A. The Contractor shall provide emergency medical treatment for visitors, vendors (including health care provider employees), contractors, and employees of the Jail and Probation staff

who are injured or become ill while working within the facilities. Follow-up care will be the responsibility of the visitor, vendor or employee.

10.2 Training of Non-Contractor Staff

- A. The Contractor shall deliver appropriate in-service training in-person or online for at least 75% of non-Contractor staff in all facilities and 85% of Probation staff at least every two years. To the extent possible, training shall include Contractor staff to foster interaction between Sheriff and Probation staff and the Contractor. Contractor shall develop the topics and schedule following execution of this Agreement but shall include, at a minimum, skills and scenario-based training on:
1. Procedures for Suicide prevention (jail only).
 2. Signs and symptoms of Mental Illness (jail only).
 3. Trauma-based mental health assessment and treatment (jail only).
 4. De-escalation techniques (jail only).
 5. Universal precautions.
 6. Acute manifestations of chronic and common illnesses to include mental health disorders
 7. Infection control and emerging infectious disease.
 8. Addressing clinical emergencies.
 9. Intoxication and Withdrawal.
 10. Disaster response and drills.
 11. Procedures for appropriate referral of inmates with medical, dental and mental health complaints to health staff.
 12. HIPAA Regulations and 42 CFR Part 2 compliance (maintaining patient confidentiality).
 13. Crisis Intervention Training (CIT): Suicide prevention, psychiatric medications, or any other agreed upon topics.
 14. Other new or emergent issues or topics.

10.3 Exclusions from Medical Services

- A. The Contractor shall not be responsible for the following:
1. Medical testing or obtaining of samples that are forensic in nature.
 2. Cost of Emergency Transportation and emergency department visits, inpatient hospital service, professional services provided by community practitioners or facilities.
 3. Cost of dental services for youth.
 4. Cost for health care services to stabilize life-threatening or emergent conditions in any inmate presented at booking.
 5. Care of infants born to inmates or youth.
 6. Cost of pharmaceuticals, prescription and over-the-counter.
 7. Behavioral health services for youth.

10.4 Medical Records

- A. For the Sheriff, the Contractor shall maintain a comprehensive, accurate, and integrated electronic medical health, behavioral health, and dental medical record for every detainee consistent with applicable law and based on the Problem Oriented Medical Record approach to documentation. At the Probation facilities, the Contractor and a behavioral

health contractor shall jointly maintain medical records under the same terms as for the Sheriff.

- B. For youth, the Contractor shall utilize forms for common interactions such as physical exam, medical history, and chronic disease management that are specific to pediatric/young adult populations.
- C. The Contractor shall ensure that its staff documents all healthcare contacts in the inmate healthcare record in the problem-oriented medical record format (Subjective, Objective, Assessment, Plan).
- D. The Contractor shall maintain a comprehensive and accurate Problem List in each medical record.
- E. All paper medical, dental, and mental health records will be maintained at the facilities and will remain the property of the facility. These records will be maintained separately from an inmate's legal/confinement record.
- F. The Contractor shall give the County access to all medical records immediately upon request.
- G. The Contractor shall update the inmate's or youth's medical record at the point of service, and shall forward a summary of the record to the appropriate facility in the event of an inmate's transfer. Upon transfer, the medical record shall include a Medical Flow Sheet or other transfer of medical information sheet.
- H. The Contractor shall take all necessary precautions to ensure medical records and information remains privileged and confidential in accordance with HIPAA Regulations and all other federal and state laws. These precautions shall include but not be limited to keeping medical records locked and secured from routine traffic.
- I. The Contractor shall adhere to and comply with all protections outlined in the HIPAA Regulations.
- J. The Contractor shall retain medical records for a minimum of seven years, or as long as legally required. Pediatric medical records should be retained for 10 years or the age of majority plus the applicable state of limitations.

Continuous Quality Improvement and Accreditation

11.0 Committee

- A. The Contractor shall develop and maintain Continuous Quality Improvement (CQI) audits including regularly scheduled reviews and responses to specific incidents and complaints. Such audits shall be presented monthly to the CQI Committee at the Sheriff and Probation facilities. These CQI Committees shall include, at a minimum, the Health Services Administrator, the Director of Nursing/A.H.S.A., at least one behavioral health staff member, the Sheriff or Probation contract manager, and representatives from PHD and BWD. Other Sheriff and Probation staff shall participate as appropriate on an ad hoc basis.
- B. The CQI process shall comply with all NCCHC standards. The CQI process shall identify annual clinical and operational priorities and an annual CQI calendar at each facility. Other issues that arise during the year shall be added to the CQI agenda. CQI priorities shall focus on access to care and the quality of care, and be based on data from a variety of sources, including but not limited to: staffing reports, statistical data reported by the Contractor, inmate grievances, chart reviews, and audits conducted by the Contractor and by external reviewers.

- C. The CQI Committee's objective shall be to ensure that high quality cost-effective health care commensurate with community standards is available to all inmates and youths and that clinical and behavioral protocols are adopted and followed. The CQI Committee shall be responsible for conducting root-cause analyses and testing corrective actions that improve quality of care, enhance health care and behavioral health care operations, and ensure responsible management of offsite services.
- D. The Contractor shall also conduct its own corporate-based quality improvement activities, and report those activities to the CQI Committee for inclusion at the next scheduled CQI meeting.
- E. The Sheriff CQI Committee shall meet on a monthly basis and the Probation CQI Committee shall meet quarterly. The Contractor shall develop agendas for both CQI Committees with input from the respective authority, Sheriff or Probation, and Contractor shall circulate prior to meetings, and for producing meeting minutes within three business days of meeting.
- F. As part of the CQI process, the Contractor shall respond to all health care grievances, with the exception of mental health grievances at Probation facilities. Response timeframes shall comply with Sheriff and Probation requirements and all state and federal mandates. The Contractor shall conduct detailed analysis on grievance patterns that show a clinical, personnel, or operational trend, and shall report findings to the CQI Committee.

11.1 Peer Review and Scope of Practice Compliance

- A. The Contractor shall conduct annual clinical peer review activities on all licensed disciplines that comply with NCCHC standards. In addition, the Contractor shall fully cooperate with peer review conducted by an external clinician in all licensed disciplines at the County's request. Peer reviews for all facilities will occur annually.
- B. The Contractor shall submit a plan for record review and clinical oversight of Nurse Practitioners that complies with the California Board of Registered Nursing requirements and is consistent with the oversight of Nurse Practitioners at clinics operated by PHD. This plan shall be approved by PHD. The Contractor shall carry out this plan and provide annual compliance documentation to the Sheriff and Probation.

11.2 National Commission on Correctional Health Care Accreditation

- A. Juvenile Hall has received accreditation from NCCHC.
- B. Sheriff's health care is currently accredited at the Main Jail facility but as of July 1, 2024, accreditation has not been attained at the Northern Branch Jail facility. The Contractor shall continue to submit to the Sheriff an action plan, timetable, assignments, and resource requirements that shall support medical and mental health accreditation by the NCCHC until accreditation is achieved. Progress toward accreditation goals shall be reported and discussed as a standard agenda item at each MAC (section 13.1.) meeting.
- C. The Contractor shall maintain accreditation for both the Sheriff and Probation throughout the subsequent Agreement term(s). Where accreditation through NCCHC is sought Contractor shall submit required Annual Maintenance Reports (AMRs). The Contractor shall submit AMRs to the Sheriff and Probation for approval before submitting to NCCHC.
- D. The Contractor shall incur all costs associated with achieving and maintaining NCCHC accreditation over the contract term.
- E. Failure to submit an application for accreditation with NCCHC for the Northern Branch Jail Facility within four months of the execution of the seventh amendment or maintain accreditation at the Main Jail as outlined in this Agreement shall result in the Contractor

being considered in breach of this Agreement, and subject to liquidated damages in the amount of \$100,000 per Sheriff's Office or Probation facility, , unless the failure is due to circumstances outside the control of the Contractor, including physical plant limitations, delay by the accrediting authority in conducting their inspection following successful pre-inspection, or the County's inability to meet its obligations as defined by NCCHC standards. The liquidated damages shall be assessed on the date on which the accrediting authority deems that the facility is denied or loses accreditation status. Notwithstanding the foregoing, a failure to submit an application within the allotted timeframe, or loss of accreditation, when such is due to factors beyond the Contractor's control, shall not entitle the County to liquidated damages.

Equipment and Supplies

12.0 Physical Plant

- A. The Sheriff and Probation will provide clinical examination rooms with exam tables; a medication room with a locking door, cabinets with locks; office space for the Contractor; and, AEDs (automatic external defibrillators). The Sheriff and Probation will cover the cost of utilities, building maintenance, and building insurance.
- B. The Sheriff and Probation will provide telephone lines and phone service for the Contractor's workspaces.
- C. The Sheriff and Probation will provide Internet access through their networks, and will provide network accounts for Contractor's specified staff for access to Sheriff and Probation content. Contractor agrees to abide by County policies for internet use.
- D. The Sheriff and Probation will be responsible for providing general cleaning supplies and general cleaning services to maintain the medical services and medical business work areas. The Contractor shall be responsible for providing cleaning supplies used primarily in a healthcare setting and special cleaning services necessary for a healthcare work environment including but not limited to disposal of hazardous waste materials and medications.
- E. The Contractor shall assume full responsibility for any damage to County equipment or premises that are caused by the negligent or intentional acts or omissions of the Contractors employees, agents, or officers.

12.1 Medical Equipment and Supplies

- A. The Contractor shall supply and maintain in good working order all clinical equipment necessary for providing the required scope of services. This shall include but not be limited to exam lights, on-site lab testing equipment, otoscopes, blood pressure testing equipment, peak flow meters, pulse oximetry equipment, crash carts and emergency response equipment, lab testing supplies, medication carts, medication refrigerators, and crash carts.
- B. The Contractor shall supply and have financial responsibility for all medical supplies and durable medical equipment necessary to meet its obligations contained in this Agreement.

12.2 Business Equipment and Supplies

A. The tables below specifies business equipment owned by the Sheriff that will be available to the Contractor.

Sheriff-Owned Business Equipment – Northern Branch Jail							
Equipment Items	Med RN Office	Mental Health	Medical Records	Pharmacy room	Breakroom	Conference room	TOTAL
Desks	5	2	1	2			10
Desk Chairs	5	2	1	2	3	6	19
Desk File Cabinets	6	4	1	4			15
Floor 2 Drawer File Cabinet LG	5						5
Overhead File Cabinets				6			6
Phones	5	2	1	1			9
Narcotic lock box				2			2
Table (med)					1		1
Table(conference)						1	1
ViewSonic Conference TV						1	1

Sheriff-Owned Business Equipment						
Equipment Items	Med RN Office	Mental Health	Break Room	Medical Records	Medication Room	TOTAL
Computer Terminals	1	1		1		3
Desks				2		2
Desk Chairs						0
Desk File Cabinets						0
Overhead File Cabinets						0
Floor Large File Cabinets						0
Book Shelf						0
Large Medical File Cabinets				1		1
Fax Machine						0
B/W Copy Machine						0
Phones	3	2		2		7
Lockers Small						0
Lockers Large						0
Refrigerator						0

B. Probation will provide the following office equipment:

1. Juvenile Hall
 - a. 2 computers and 1 printer in the medical area.
 - b. Built-in counter/desk area in health care.

- c. Desk and small work space for doctor and nurse.
- C. The Contractor shall supply and have financial responsibility for all other business supplies and equipment.

12.3 Security Equipment and Devices

- A. The Sheriff will provide 2-way radios that include alarms for all Contractor's health care staff.
- B. Probation will provide Personal Protection Devices and 2-way radios for all Contractor's health care staff.

Agreement Management/External Oversight

13.0 External Oversight

- A. The County shall appoint a Clinical Quality Director from PHD to be present at the County Jail and work with Sheriff and Probation and the Contractor in the design, delivery and evaluation of healthcare services. The Contractor shall cooperate fully in all planning, oversight and evaluation activities as performed by PHD Clinical Quality Director. These may include but are not limited to peer review of clinical services, participation in Quality Improvement activities, planning for future service delivery, developing transition services into and out of the jail and probation facilities, and other activities.
- B. Contractor shall provide coordination, system reporting, and training assistance in their electronic medical record system to contract monitors and others as designated by the County to facilitate access to inmate healthcare records for review and monitoring activities.
- C. The point of contact for PHD and BWD monitors will be the Contractor's CQI Coordinator. The Contractor shall notify the PHD and BWD monitors of the name, phone, and email of the person assigned as the CQI Coordinator.
- D. Contractor shall make available all reports, policies, patient records needed for the evaluation of clinical care by the PHD Clinical Quality Director and BWD contract monitors. Nothing herein shall be construed to require Contractor to disclose records or other materials defined as "Patient Safety Work Product" pursuant to 42 U.S.C. 299b-21 and to the extent permitted by law.

13.1 Administrative Meetings and Information

- A. The Contractor shall organize and conduct monthly meetings at the jail and quarterly meetings at Juvenile Hall of a Medical Advisory Committee (MAC) to monitor health care operations, review internal and external data and reports, track infection control, review inmate grievances, review staffing levels and vacancies, and develop policies and procedures, conduct planning exercises, consider physical plant concerns, and develop resolutions to operational problems. The Contractor shall prepare agendas, minutes, and correction action and/or follow-up assignments. The MAC will consist of the Contractor's Director of Nursing, the Medical Director, Health Services Administrator as well as County representatives from Sheriff or Probation and BWD, Public Health. The MAC shall review reports on injuries, accidents and deaths occurring in the County Jails or Probation facilities and conduct a root cause analysis on each case as needed.

- B. The Contractor shall also conduct monthly staff meetings at which key information, plans, and decisions from the MAC and CQI Committee meetings are shared. (See section 14.2.G Staff Management)
- C. The Contractor agrees to attend the following community partnership meetings on a regular basis:
 - i. Mental Health Treatment Court.
 - ii. Stepping Up Initiative.
 - iii. Cottage Emergency Department Case Management Meeting.
 - iv. Any other agreed upon meetings.
- D. The Contractor agrees to attend the following internal meetings:
 - i. High Alert Risk People.
 - ii. CFMG Weekly Briefing.
 - iii. Discharge Planning.
 - iv. Any other agreed upon meetings.
- E. Contractor agrees to schedule MAC and CQI Committee meetings on a regular basis (e.g., third Thursday of every month at 10:00 AM) so that members of PHD and BWD can regularly attend.

13.2 Agreement Management Meeting

- A. The Contractor shall attend an annual meeting and any necessary follow up meetings with the County, Sheriff, and Probation that will serve as a forum to review overall Agreement performance, review costs incurred, discuss issues that cross all the detention settings, discuss emerging issues and planning, resolve contractual issues, and approve annual Service Level Agreements (SLAs) as described in Section 16.5 and memorialized in Exhibit H. The County will organize the agenda and document meeting minutes and decisions.

Staffing Requirements

14.0 General

- A. The Contractor shall recruit, interview, hire, train and supervise all health care staff to meet all required conditions and specifications.
- B. In the performance of this Agreement, the Contractor shall recruit and employ or subcontract only licensed and qualified personnel. The Contractor shall interview each candidate for employment or contract with special focus on technical expertise, emotional stability and motivation.
- C. The Sheriff or Probation will conduct criminal background checks on all employees as a prerequisite for initial and/or continued employment.
- D. The Contractor shall remove a staff member from his/her role in providing services in the facilities immediately upon request from the Sheriff or Probation.
- E. The Sheriff and Probation retain the right to remove the security clearance of any Contractor staff person and prevent entry into secure facilities.
- F. The Contractor shall ensure that all personnel comply with current and future State, Federal, and Local laws and regulations, administrative directives, and policies and procedures of the County, Sheriff and/or Probation.
- G. The Contractor shall ensure that all medical staff providing services under this Agreement are licensed in accordance with position title to practice in the State of California and that

the license is current, in "good standing," and that the healthcare provider is otherwise unimpaired.

- H. The Contractor shall develop and maintain a pool of trained nursing staff cleared through background by Sheriff and/or Probation and available to serve on a per diem basis to cover vacancies, holidays, vacations, etc.
- I. The Contractor shall take immediate action to fill vacant positions. Contractor shall provide a list of all staffing vacancies to the Sheriff and Probation monthly. Candidates selected by the Contractor to fill vacant positions shall be presented to the Sheriff or Probation for security clearance within 60 days from the date of such vacancy. Financial penalties for failure to fill vacancies are detailed in Section 17.2 Payment Provisions.
- J. The Contractor shall make every effort to hire staff that are bilingual and shall report language capabilities in staffing reports.

14.1 Training and Support

- A. The Sheriff and Probation will provide training to Contractor staff on facility safety and security practices, the Prison Rape Elimination Act, and other appropriate topics.
- B. The Contractor shall ensure that all newly-hired Contract Staff, regardless of position, are provided with appropriate orientation within one week of start date. The provision applies to all employees including contract, temporary and full-time.
- C. The Contractor shall deliver appropriate in-service training and scheduled continuing educational programs to Contract Staff throughout the Agreement term. The Contractor shall develop additional training sessions as new processes with courts, PHD, state insurance programs, and the state Health Benefit Exchange develop throughout the Agreement term.

14.2 Staff Management

- A. The Contractor shall maintain personnel files for all healthcare personnel. The Contractor shall make these files available to the County upon reasonable request and within three (3) business days of request. These files shall include professional licensure, relevant medical education and training, all in-service training sessions attended and other pertinent education programs.
- B. All personnel hired by the Contractor shall be on the Contractor's payroll, and the Contractor shall pay all wages, fringe benefits, payroll taxes and any other employee related costs. The County understands and agrees to independent contracting of or delegation of personnel that might be necessary in order for the Contractor to discharge its obligations. As the relationship between the Contractor and certain health care professionals shall be that of independent contractor, the Contractor shall not be considered or deemed to be engaged in the practice of medicine. However, this does not relieve the Contractor from monitoring its subcontractors performance related to professional conduct, and ensuring compliance with this Agreement and with any subcontract that results from this Agreement.
- C. The Contractor shall distribute to each of its staff members a written job description that defines the specific duties and clearly delineates assigned responsibilities. The Contractor shall submit these job descriptions to the Sheriff and Probation upon execution of this Agreement. Contractor shall review job descriptions at least annually and update as needed.
- D. The Contractor shall comply with all Federal, State, and Local laws and standards pertaining to:

1. Recruitment practices.
 2. Equal employment opportunities.
 3. License and/or certification requirements.
 4. Staff training and personnel development.
 5. Continuing education.
 6. Performance review.
 7. Santa Barbara County Ordinances.
- E. For the contract term set forth in the Seventh Amendment, the Contractor shall adhere to the staffing matrix set forth in Exhibit E-2.
 - F. The Contractor shall monitor the performance of its healthcare staff to ensure adequate job performance in accordance with its job descriptions and the terms and conditions herein. The Contractor shall conduct all disciplinary actions against its employees and document all activities related to Contractor's disciplinary actions in the respective employee's file.
 - G. In accordance with NCHC standards, the Contractor shall conduct monthly staff meetings with its employees at which attendance is recorded. Meeting times shall rotate or be repeated to include Contractor staff from all shifts. Key information, plans, and decisions from the MAC and CQI Committee meetings shall be shared and Contract Staff shall have an opportunity to bring forward agenda items.

Staffing Plan

15.0 General

- A. The Contractor shall provide staffing that delivers the required levels of service and enables licensed professionals to practice at the fullest scope allowed under Federal and California law.
- B. The Contractor shall adhere to minimum coverage levels described herein for the Jail and Probation facilities. The following additional staffing requirements shall apply.
 1. The Contractor shall employ a full-time Health Services Administrator (HSA) who shall oversee and manage healthcare operations of all facilities. The Health Services Administrator shall have previous experience in adult and juvenile correctional health care facility environments.
 - i. The HSA shall be onsite each facility at least one time per week.
 - ii. If the Contractor wishes to designate a responsible health authority (RHA) for the juvenile facilities, the Contractor shall appoint in writing the name of the designee.
 2. For the Sheriff, the Contractor shall employ a Single Medical Authority who is a physician licensed in California. The physician shall oversee and manage clinical quality for all matters related to detainee healthcare at the Sheriff facilities. Such clinical oversight shall recognize and adhere to accepted community standards. This function includes oversight of inmate sick call, all health care related assessments and screenings, onsite and offsite referrals, prescription drug needs, clinical mental health issues, mandatory supervision of mid-level providers in accordance with federal and state law, collaboration with behavioral health providers, coordination with community providers for off-site care and for aftercare, and all other matters related to maintaining and improving delivery of health care to Sheriff detainees.

3. For Probation facilities, the Contractor shall employ a Single Medical Authority who is a physician licensed in California and is experienced in adolescent health care. The physician shall oversee and manage clinical quality for all matters related to detainee healthcare at the Probation facilities. Such clinical oversight shall recognize and adhere to accepted community standards. This function includes oversight of youth sick call, all health care related assessments and screenings, onsite and offsite referrals, prescription drug needs, mandatory supervision of mid-level providers in accordance with federal and state law, collaboration with behavioral health providers, coordination with community providers for off-site care and for aftercare, and all other matters related to maintaining and improving delivery of health care to Probation youths.
4. The Contractor shall employ a Registered Nurse who has responsibility for supervision of other RNs, LPNs, and non-licensed health care staff at the Probation Facilities. In addition, the Contractor may propose and, where agreed to by the Sheriff and Probation in writing, implement staffing efficiencies throughout the course of this Agreement, particularly where recruitment and retention challenges develop.

- C. The Sheriff and Probation are responsible for providing sufficient inmate/youth escort to allow the Contractor to see patients as scheduled.
- D. Contractor shall conduct monthly reviews of all clinical, support staff and any subcontractors providing healthcare services to persons in the Sheriff's or Probation Department's custody under this agreement against the Centers for Medicare & Medicaid Services (CMS) Exclusions List and other applicable lists;
- E. Contractor or any Contractor staff or Contractor subcontractors excluded or found to be on any of the aforementioned lists shall not provide services under this Agreement nor shall the cost of such staff be claimed to County;
- F. Contractor shall immediately notify County if Contractor becomes excluded or debarred from federal and state program participation as described above;

15.1 Minimum Staff Coverage Requirements: Sheriff's Office Jail Facilities

- A. The Contractor's staffing shall be adequate to produce the levels of service detailed throughout this Agreement and to comply with NCCHC accreditation standards.
- B. Contractor shall operate clinics at a minimum between the hours and 8:00 a.m. and 5:00 p.m. Evening and weekend alternatives are possible with collaboration of Sheriff.

15.2 Medical Providers

- A. The Contractor shall engage physicians and/or mid-level providers, in accordance with federal and state law, to provide medical services on site Monday – Friday. At least one Medical Provider shall have experience with women's health.
- B. Contractor shall provide a single covering Medical Provider who shall be available or on call seven days per week, twenty-four hours per day in accordance with community standards. On call coverage may be provided by a Nurse Practitioner so long as the collaborative practice agreement includes guidelines on triage and conditions that warrant sending an inmate to a hospital for emergency services.
- C. Contractor shall ensure the Medical Provider on call during weekends and holidays can manage Provider Orders on new bookings, review new abnormal lab and radiology results,

ensure clinical continuity for inmates returning from hospital emergency or inpatient services, and address any urgent medical developments in the inmate population.

- D. Contractor shall ensure Medical Provider coverage shall be sufficient to ensure that all requirements for intake, bridge medications, chronic care, preventive care, urgent, and routine care, supervision of Nurse Practitioners, follow up on off-site services, evaluation of diagnostic testing, participation in Quality Improvement activities, and other clinical and administrative obligations as described herein.
- E. Contractor shall ensure that all providers will maintain an active DEA X number to provide MAT services within the Jail.

15.3 Nursing

- A. The Contractor shall engage qualified nursing staff so that appropriate medical care is delivered on a twenty-four hour seven-day per week basis. At least one Registered Nurse shall be working twenty-four hours per day/seven days per week at each jail location. A Registered Nurse shall be available to conduct Receiving screenings twenty-four hours per day/seven days per week.
- B. Contractor's nurse staffing shall be sufficient to ensure that:
 - 1. Receiving screening is carried out as soon as possible upon detainee arrival to the external receiving area and prior to the detainee entering the inner receiving area.
 - 2. Inmate requests for health care services are triaged from all locations within 24 hours of receipt.
 - 3. Prescription drugs and other medications are administered plus or minus one hour of the ordered time.
 - 4. Appropriate and timely medical detoxification services are provided.
 - 5. Patient education and medical discharge planning are conducted appropriately.

15.4 Psychiatry, Sheriff

- A. The Contractor shall engage a psychiatrist and/or psychiatric nurse practitioner, in accordance with federal and state law, to provide a service at the jail every weekday. While on-site coverage is expected, the Contractor may utilize telepsychiatry as a means to address the necessary levels of service. The Contractor shall provide and maintain cameras, screens, and other telemedicine equipment.
- B. Contractor shall provide a single covering Psychiatric Provider who shall be available or on call seven days per week, twenty-four hours per day as mandated by community standards. The Contractor on call during weekends and holidays is expected to manage Provider Orders on new bookings, ensure clinical continuity for inmates returning from hospital emergency or inpatient services, and address any urgent mental health developments in the inmate population.
- C. Contractor shall ensure the Psychiatric Provider coverage shall be sufficient to ensure that all requirements for intake, bridge medications, acute and emergency care, coordination with medical and SUD providers, supervision of Nurse Practitioners, follow up on off-site services, evaluation of diagnostic testing, participation in Quality Improvement activities, and other clinical and administrative obligations as described herein.

15.5 Behavioral Health, Sheriff

- A. The Contractor shall engage qualified behavioral health clinicians so that appropriate mental health evaluation and intervention is available between the hours of 7:00 a.m. and 11:00 p.m. every day. At a minimum, services shall include:
 1. Mental health assessment and evaluation at receiving including assessments for substance use disorder (SUD) and co-occurring disorders (COD), health assessment, in restricted housing at least three times a week.
 2. Crisis intervention.
 3. Suicide and/or safety cell evaluation.
 4. Stabilization and reduction of time inmates spend in safety cells.
 5. Individual counseling.
 6. Group treatment.
 7. Discharge and aftercare planning.
 8. Collaboration with medical staff on integrated plan of care.
- B. The Contractor shall employ a Qualified Mental Health Professional on-site at the jail facilities who, working in collaboration with the health care services administrator, shall be responsible for supervising the clinical aspects of the following functions:
 1. Treatment programming that meets the needs of the inmate population and is consistent with individualized treatment plans.
 2. Supervision of mental health staff to ensure appropriate in-service training, development of treatment plans, and health care record documentation.
 3. Treatment programming provided by outside mental health agencies.

15.6 Dental Services

- A. The Contractor shall engage appropriate dental staff to ensure that timely oral health screening and medically necessary dental services are provided to prisoners. At a minimum, this shall include a dentist providing contracted hours of service per week, over a minimum of two days a week. Dental assistant and dental hygienists may be used to ensure that prophylactic, urgent, and routine dental services are provided within the timeframes described herein. The Contractor may work with residency and training programs for dental services to increase inmate access to dental care.

15.7 Minimum Staffing Coverage: Probation

- A. Contractor shall operate clinics at a minimum between the hours and 8:00 a.m. and 5:00 p.m. Evening and weekend alternatives are possible with collaboration of Probation.

15.8 Medical Providers, Juvenile Hall

- A. The Contractor shall engage physicians and/or mid-level providers, in accordance with federal and state law, to provide on-site clinical services at Juvenile Hall, each weekday. The Medical Providers shall have experience with adolescent health.
- B. A single covering Medical Provider shall be available or on call seven days per week, twenty-four hours per day as mandated by community standards. On call coverage may be provided by a Nurse Practitioner so long as the collaborative practice agreement includes guidelines on triage and conditions that warrant sending a youth to a hospital for emergency services.
- C. Contractor shall ensure Medical Provider coverage shall be sufficient to ensure that all requirements for intake, bridge medications, chronic care, preventive care, urgent, and routine care, follow up on off-site services, evaluation of diagnostic testing, participation

in Quality Improvement activities, coordination with behavioral health providers, and other clinical and administrative obligations as described herein.

15.9 Nursing

- A. The Contractor shall engage qualified nursing staff so that appropriate sick call and nursing services are provided onsite every day at Juvenile Hall.
- B. Contractor shall provide a Registered Nurse to be responsible for supervision of other RNs, LPNs, and non-licensed health care staff. Nurse staffing shall also be sufficient to ensure that:
 - 1. Receiving screening is carried out within four hours of arrival in booking.
 - 2. Requests for health care services are triaged from all locations with 24 hours;
 - 3. Prescription drugs and other medications are administered within one hour of the prescribed time.
 - 4. Appropriate and timely medical detoxification services are provided.
 - 5. Patient education and medical discharge planning are conducted appropriately.

15.10 Compliance Coordinator

- A. The Contractor shall employ a compliance coordinator that shall be responsible for reviewing and analyzing contract requirements, remedial plan requirements, audit provisions, NCCHC standards, federal and state laws, compiling and reviewing performance metrics and developing corrective action plans.

15.11 Continuous Quality Improvement (CQI) Coordinator

- A. The Contractor shall employ a CQI Coordinator that shall be responsible for designing, reviewing and analyzing CQI studies to measure compliance with contract requirements, healthcare standards and Remedial Plan requirements. This person shall be responsible for completing CQI studies as set forth in section 11.

15.12 Staffing Levels

- A. The Contractor shall maintain its staffing levels as agreed in EXHIBIT E-2 Staffing Matrix.
- B. If, as direct or indirect result of pending or threatened litigation related to conditions of confinement at the Jail, the Sheriff is required to make staffing increases to its provision of medical services to inmates during the term of the Agreement, CFMG agrees to provide the increased staffing at the hourly rates set forth in EXHIBIT F-2 at the time of execution of this Agreement. In the event that cost of living increases have been provided for those positions to be increased, CFMG will notify the County of the increased amount(s). The Sheriff agrees not to unreasonably withhold its consent for the inclusion of previously provided cost of living increases to those set forth in section 17.3.

15.13 Mandatory Reporting

- A. The Contractor shall comply with all reporting requirements outlined in this Agreement. These reports shall include, but not be limited to, the Mandatory Reports specified in EXHIBIT I.
- B. The Sheriff and Probation and the Contractor shall, within thirty (30) days of the execution of this Agreement, formulate monthly and quarterly reporting forms which shall establish the basis of the contract monitoring. The Sheriff and Probation at their sole discretion

reserve the right to amend and change these reports based on both internal and external requirements.

- C. The Contractor shall submit to the County two annual reports, one to address Sheriff's adult facilities and the other to address Probation's juvenile facilities. Each report will provide a comprehensive review of the monthly statistical and program reports and examining significant trends and issues. The Contractor shall also present the reports to the Board of Supervisors. The reports are due no later than 90 days after the end of each calendar year to the Department Head or designee. These reports shall inform the Board of Supervisors and the County of the overall operation of the healthcare delivery system and significant achievements affecting the health care program. The Contractor shall include in this report, recommendations to the County regarding changes in medical procedures and/or protocols.

Performance Requirements

16.0 Decision-making Authority

- A. The Contractor shall have sole decision-making authority in all matters regarding the health care of adult and youths. The Contractor shall have primary, but not exclusive responsibility for the identification, care and treatment of adult and youths requiring medical care and who are "security risks", or who present a danger to themselves or others. On these matters of mutual concern, the Sheriff or Probation shall support, assist and cooperate with the Contractor, and the Contractor shall support, assist and cooperate with the Sheriff or Probation. Sheriff or Probation shall have sole and final decision-making authority in any non-medical matter.

16.1 Sheriff, Probation, and County Access to Records

- A. The Contractor agrees that the County, or any of their duly authorized representatives shall at any time have access to, and the right to audit and examine, any pertinent records of the Contractor related to this Agreement. Such records shall be kept by Contractor for a period of not less than five years, or longer when required by law, from the date the records are made, unless the County authorizes earlier record disposition.

16.2 Investigations and Evaluations

- A. Where incidents or circumstances require investigations or evaluation, including but not limited to inmate/youth deaths, assaults on staff, and staff security breaches, the Contractor shall ensure full and immediate response to Sheriff or Probation requests for Contractor's staff participation in the investigation or evaluation. The Contractor shall be assessed a fee of \$1,000 for each 24 hour period that each Contractor's staff person fails to comply with the request.

16.3 Cooperation with Monitoring, Audit, and Performance Measurement

- A. The Contractor shall cooperate with all County,, Sheriff, and Probation Agreement monitoring activities through designated contract monitor(s) or other investigative and peer review entities provided by the County, Sheriff, or Probation. Contractor shall make available all books, records financial statements, reports, medical records, and any other records or documentation reasonably requested by County for all Agreement monitoring activities. Contractor shall make these books, records financial statements, reports, medical

records, other records or documentation available for all Agreement monitoring activities within five (5) business days of receipt of request.

- B. The Contractor shall participate and cooperate with environmental, health, and Title XV inspections conducted by the County, State, or Federal. The Contractor shall cooperate and participate with all communicable disease management activities directed by the PHD, State, and/or Federal guidelines required by applicable laws.
- C. Nothing in this Section 16.3 shall be construed to limit audit requirements found throughout this Agreement or audit requirements under County, State, or Federal law.

16.4 Protocols, Policies and Procedures

- A. The Contractor shall maintain site-specific protocols, policies and procedures for all adult health care services and for youth medical services which conform to NCCHC standards, and for supervision of Nurse Practitioners which conform to Federal and California law. Policies and procedures shall be provided to the Sheriff, Probation, BWD and PHD for review annually. BHD and PHD shall submit any recommended modifications to policies and/or procedures to the contract manager for consideration by the Sheriff's Office and Probation.

16.5 Service Level Agreements

- A. The Contractor shall be accountable for meeting explicit Service Level Agreements (SLAs) and shall be assessed liquidated damages for failure to meet SLAs. SLAs for Year One of this Agreement are detailed in EXHIBIT H Service Level Agreement.
- B. In the fourth quarter of each contract year, the Contractor, Sheriff, Probation, and County shall establish SLAs for the new contract year. Year One SLAs may be continued, and new SLAs may be developed. Each new SLA shall include an objective, performance expectations, measurements, and penalties. Annual SLAs shall be detailed in an Amendment to EXHIBIT H of this Agreement. Sheriff or Probation shall have sole and final decision-making authority.

16.6 Miscellaneous Requirements

- A. The Contractor is prohibited from assisting with or providing forensic activities in any manner, unless required by Court Order.
- B. The Contractor is prohibited from participating in or conducting any research projects involving inmates or youths without the prior written consent of the County.
- C. The Contractor shall have no direct responsibility for the security at the Sheriff's or Probation facilities or for the custody of any inmate or youth at any time.
- D. The Contractor shall be responsible for collection and payment of all required taxes (Local, State, Federal) relating to its performance under this Agreement or any subcontract.
- E. The Contractor shall obtain and maintain at its expense and in its name, all necessary licenses and permits required to perform the services required under this Agreement.
- F. The Contractor shall abide by all County, State, and Federal laws and all sanitation, safety and fire codes, regulations and other ordinances pertaining to the Contractor's operations pursuant this Agreement.
- G. The Contractor shall not be responsible for performing, if they are unable to perform, the duties and responsibilities imposed by the Agreement during fires, civil disobedience, riots, rebellions, acts of God and similar occurrences beyond the control of the County, Sheriff, or Probation, or Contractor unless mutually agreed otherwise.

- H. In connection with the furnishing of goods and services under this Agreement, the Contractor and any subcontractors shall comply with all applicable requirements and provisions of the Americans With Disabilities Act (ADA).
- I. Contractor agrees to keep all policies in compliance with the most current standard of federal and state law and shall notify and provide to County a copy of any updated policy.
- J. The Contractor shall be in good financial standing as determined by review of the independently audited financial results of the previous two years of operations and the most current year-to-date un-audited financial reports.
- K. Inmate files and automated records are confidential. The Contractor shall be allowed access to these records and files only as needed for duties related to the contract and in accordance with the rules established by the Sheriff's Office. The Contractor shall adhere to all federal and state laws and regulations, and related policies and procedures for safeguarding the confidentiality of such data.

Payment Provisions

17.0 General

- A. The Contractor shall invoice the Sheriff and Probation separately and the Sheriff and Probation will remit payment separately to the Contractor. Probation and the Sheriff will compensate the Contractor for services and medications using the following methods and those described in Exhibit B, B-1, B-2.
- B. Jail and Probation will each remit monthly payment to the Contractor for the following:
 - 1. Daily payment rate times number of days in the month.
 - 2. Actual acquisition cost for prescription drugs and other medications provided in the month, based on Contractor invoice.
 - 3. Adjustments for staffing variance.
 - 4. Adjustments for Service Level Agreement outcomes.
- C. Nothing in this Payment Provision Section 17.0 et seq shall negate any term or condition set forth in Exhibit B, B-1, B-2.

17.1 Payment Modifications for Changes in ADP

- A. Should an increase in the monthly Average Daily Population (ADP) at the jail or Juvenile facilities exceed 15 percent of the ADP for the six month period immediately preceding contract signature and should this increase be sustained for a period of 90 days or more, additional staffing may be necessary, and County and Contractor shall meet to discuss the level of additional staffing and the related cost. On written notice to the Designated Representative, either Party may initiate negotiations concerning the expansion of the Sheriff's Detention Facilities and/or Probation Detention Facilities and the increased ADP.
- B. Should a decrease in the monthly Average Daily Population at the jail or Juvenile facilities exceed 15 percent of the ADP for the six month period immediately preceding contract signature and should this increase be sustained for a period of 90 days or more, fewer staff may be necessary, and County and Contractor shall meet to discuss the level of reduced staffing and the related cost reductions. On written notice to the Designated Representative, either party may initiate negotiations concerning the expansion of the Sheriff's Detention Facilities and/or Probation Detention Facilities and the decreased ADP.
- C. The base six month ADPs for the jail and juvenile facilities from which these calculations will be made as set forth in EXHIBIT G.

17.2 Payment Reductions for Staffing Shortfalls

- A. The Contractor shall not be compensated for unfilled hours for clinical and non-clinical positions either in the Sheriff's Jail Facilities or the Probation Juvenile Facility as provided below. Monthly, Contractor shall be allowed a 2% margin of unfilled hours to allow for exigent circumstances in staffing. When this 2% margin is exceeded, the Contractor shall reduce the invoice by an amount equal to the hourly cost as set forth in Exhibit F-2 (which shall include the effective hourly rate, including benefits) to County for the clinical and non-clinical position hours not covered.

- B. The Contractor shall provide County with a report detailing the following information for each position as specified in the Staffing Matrix in Exhibit E-2: (1) contracted monthly hours; (2) number of actual hours worked by day including overtime and goodwill hours; and (3) hours missed that were covered by another employee (including the identification of the covering employee and which position the covering employee provided coverage for) of the same or higher licensure on the same day to offset missed hours. The Contractor shall then credit the Sheriff's Office and/or the Probation Department, respectively, for any unfilled hours subject to the 2% margin set forth in Section 17.2 A. In order for an employee of a similar or higher licensure to cover the missed hours of another employee, the coverage must occur during the same day that the hours were missed. Excess hours worked in one day by an employee may not be added to another day or be added up to impact the total monthly hours unless the position is only staffed with one employee (ex: dentist or compliance coordinator who works on Friday instead of Thursday for their regular shift).

The hourly cost for each position for purposes of calculating the credit due to the County is in Exhibit F-2. This report shall be delivered each month to the Health Services Lieutenant (Sheriff) and Probation Fiscal by the 15th of the following month.

- C. The Contractor shall identify un-filled clinical and non-clinical positions that remain vacant for thirty (30) days or more. Contractor shall identify clinical and non-clinical vacant positions as specified in the Staffing Matrix in Exhibit E-2 and the duration of the vacancy in the report delivered to the County each month by the 15th of the following month.

- D. County may in its sole discretion retain 5% of the total amount due on the Contractor's final monthly invoice. This retained sum will be paid to the Contractor within thirty days following the contract's end date minus any deductions for setoff.

17.3 Annual Increases

- A. The daily payment rate for the Sheriff and Probation shall be updated annually to pay Contractor an annual base sum equal to the previous contract year base compensation adjusted by the most recent twelve (12) month percentage change in the Medical Care Component of the United States Department of Labor Consumer Price Index for all Urban Consumers for the West region, or three percent (3%), whichever is less, payable in twelve (12) equal monthly installments.

17.4 Liquidated Damages

County and Contractor agree that damages to County due to Contractor's failure to fully staff the Northern Branch Jail, Main Jail, and juvenile hall as required under this Agreement are impractical

and difficult to ascertain. Therefore, a liquidated damages amount shall be assessed against Contractor for its failure to fully staff the facilities in accordance the with staffing matrix set forth in Exhibit E-2.

- A. Vacant Positions. In the event the Contractor fails to staff the positions outlined in the attached staffing matrix (Exhibit E-2), the Contractor shall pay liquidated damages to the County in the amount of \$200 per day per unfilled position. Liquidated damages shall begin 30 days after the position becomes vacant. As an example, if a position becomes vacant on day 1, liquidated damages will start to accrue on day 31, as long as that position has not been filled. Positions filled with temporary workers, including but not limited to per diem or locum tenens staff, will not be considered a vacant position for the purposes of this subsection. Liquidated damages assessed pursuant to this subsection shall be paid to the County on a quarterly basis, and may take the form of credits on the County's next invoice.
- B. Offset and No Waiver. County may offset liquidated damages against amounts owing to Contractor. If the County does not assess liquidated damages on any occasion or to the fullest extent permitted herein, it does not waive its right or ability to assess liquidated damages in the future.

Electronic Medical Records (EMR)

18.0 Maintenance of Electronic Medical Records

- A. Contractor will maintain an Electronic Medical Records system.
- B. The Contractor hereby grants County unlimited rights in accordance with Federal Acquisition Regulations clauses 52.227-14 and 52.227-19 to any data, software or hardware, code or otherwise in conjunction with the EMR Plan or implementation thereof.
- C. Contractor shall provide training, administrative support, and technical support to all those the County designates as their agents, including, but not limited to, Sheriff's staff, Probation staff, BWD staff, PHD staff, other County Agency staff, and any other entity or individual identified by the County as requiring access to the EMR and the data it contains.
- D. Contractor shall assist the County in all ongoing, and any future, data sharing initiatives that would benefit from the data contained in the EMR database.
- E. The EMR must include all required hardware and software, security features including all HIPAA Regulations, system support and disaster recovery components as required for EMR by federal and state law.
- F. The County shall provide connectivity and internet access, which may include Wi-Fi or other wireless and/or wired access points.
- G. In the event of a disaster, the EMR system shall have the ability to produce recovered data within twenty-four hours of a catastrophic event.
- H. Contractor shall provide that at the end of the Agreement term, the EMRs will be transferred to the County in Comma Separated Value (CSV) or other mutually agreed upon format that can be independently accessed by County staff.
- I. The Contractor shall deliver to the County any Entity Relationship Diagrams (ERD) and/or detailed Database Schemas showing table, field, key, and descriptions necessary for the County to review the data's relationships and import the data into an alternate system.
- J. At the end of the Agreement term, the Contractor shall supply complete support as needed to ensure the transfer of the entire EMR database to the County, or a designated contracted agent of the County, is successful.

- K. The Contractor shall include the following limitation of liability arising from copyright infringement:
 - i. Contractor will indemnify, defend, and hold harmless County and its officers, directors, employees, and agents from and against all Claims arising from the System and incurred as a result of (a) any third-party Claim (including, without limitation, regulatory investigations or proceedings) to the extent attributable to the negligence or intentional misconduct of Contractor or its officers, directors, employees, or agents or (b) third party Claims relating to infringement of U.S. patent, copyright, or trade secret laws.

18.1 Payment

- A. On-going costs to the County for EMR maintenance and storage will be calculated monthly by a specified rate multiplied by the monthly Average Daily Population (ADP) as set forth in Exhibit B, B-1, B-2, Payment Arrangements.

Information Technology

19.0 Network Infrastructure

- A. The County agrees to pay all on-going costs related to network infrastructure upgrade (outlined in the General Services, Information, and Communication Technology estimate) and future network infrastructure upgrades unless mutually agreed upon by all parties.

Remedial Plan(s)/Changes in Requirements

20.0 Updates or Changes to Remedial Plans or Other Changes in Requirements

- A. If a new or revised remedial plan related to current litigation requires any expansion of existing services beyond the scope of services set forth in this Agreement, the Parties agree to work together in good faith to negotiate an amendment to this Agreement subject to approval by the Contractor and the County.