

**CORRECTIONAL MEDICINE AGREEMENT
BETWEEN SANTA BARBARA COUNTY
SHERIFF'S DEPARTMENT AND PROBATION DEPARTMENT AND
PRISON HEALTH SERVICES, INC.**

Dated July 1, 2006

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CORRECTIONAL MEDICINE AGREEMENT

This Correctional Medicine Agreement and Exhibits hereto (together referred to herein as the "Agreement") is entered into as of the Effective Date, by and between the County of Santa Barbara, California ("County"), and, Prison Health Services, Inc., a Delaware corporation, (hereinafter referred to as "Contractor", as described further below).

RECITALS

WHEREAS, the Santa Barbara Sheriff's Department (the "Sheriff") and the Santa Barbara Probation Department ("Probation") issued a Request for Proposal (the "RFP"), dated January 27, 2006, to identify qualified providers of correctional medicine; and

WHEREAS, Contractor submitted a proposal in response to the RFP, dated March 10, 2006;

WHEREAS, The County evaluated the proposal and selected Contractor to provide correctional medicine for the Sheriff and Probation Departments; and

WHEREAS, Contractor desires to enter into an agreement with County to provide correctional medicine in a manner that will advance the provision of care and treatment, enable excellence in the delivery of services by health care personnel, promote administrative efficiency and organizational effectiveness, and reduce the risk of adverse legal judgments; and

WHEREAS, County and Contractor have agreed that the terms and conditions of this Agreement shall govern Contractor's furnishing to County the correctional medicine contemplated herein;

NOW THEREFORE, in consideration of the foregoing premises and the mutual promises and covenants as set forth below, the parties agree as follows:

1. Definitions

The following terms as used throughout this Agreement and Exhibits shall have the meanings as set forth below.

1.1. "**ADP**": The Average Daily Population, which shall be determined by the sum of the number of Inmates in the Sheriff's Detention Facilities and Detainees in the Probation Department Facilities at or around 11:59 p.m. for each day of the month divided by the total number of days in the month.

1.2. "**ADMHS**": The County Department of Alcohol, Drug and Mental Health Services which administers mental health services to Inmates and Detainees.

1.3. **“Confidential Information”**: Information that is designated as confidential by the disclosing party and, subject to Section 15.1.2 of the Agreement, that may be exempt from disclosure to the public or other unauthorized persons under either State or federal statutes. The following are also hereby designated County Confidential Information: all data relating to County Inmates and Detainees related to the medical services they receive pursuant to this Agreement, Inmate and Detainee medical records, Inmate and Detainee billing claims, Inmate and Detainee visitors; and for both County and Contractor: employees, including but not limited to names, addresses, Social Security numbers, e-mail addresses, telephone numbers, financial profiles, credit card information, driver's license numbers, medical data, and law enforcement records; and all data accessed through the process of performing the requirements of this Agreement.

1.4. **“Contractor”**: Prison Health Services, Inc., a Delaware corporation, whose principal office is located at 105 Westpark Drive, Suite 200, Brentwood, Tennessee, 37027, its employees and agents.

1.5. **“Contract Monitor”**: The County employee responsible for overseeing the performance of this Agreement on behalf of the Probation Department.

1.6. **“Corrections Standards Authority (CSA)”** [Formerly Board of Corrections (BOC)]: The State agency that oversees the application and compliance with Title 15 (Program) and Title 24 (Facility) Standards for the operation of local juvenile and adult detention facilities.

1.7. **“Cost of Outside Medical Services”**: The cost of inpatient hospitalization, inpatient related physician/ancillary expenses, emergency room visits, ambulance transportation expenses, outpatient surgeries, and all other services that are not provided on-site at the Sheriff's Detention Facilities and Probation Detention Facilities including, outpatient physician consultations, outside specialists' fees, off-site diagnostic procedures and all dialysis treatment.

1.8. **“Custody Staff”**: Those County employees who work in any of the Sheriff Detention Facilities or the Probation Detention Facilities.

1.9. **“Days”**: Calendar days, unless otherwise indicated.

1.10. **“Deputy Chief of Probation Institutions”**: Is the designated individual for the County Probation Department responsible for policy, financial, operational and contractual matters regarding this Agreement.

1.11. **“Detainee”**: A juvenile or adult subject to the Juvenile Court's jurisdiction in actual physical custody of the Probation Department.

1.12. **“Dispute Resolution”**: The process for resolving disputes as described in Section 12 of the Agreement.

1.13. **“Effective Date”**: July 1, 2006.

1.14. **“Estimated ADP”**: For Sheriff Detention Facilities the Estimated ADP is 1,085 Inmates in Year 1 of the Agreement; 1,130 in Year 2 of the Agreement; and 1,175 in Year 3 of the Agreement. For Probation Detention Facilities the Estimated ADP is 175 Inmates in Year 1 of the Agreement; 185 in Year 2 of the Agreement; and 190 in Year 3 of the Agreement

1.15. **“Facility Administrative Lieutenant ”**: The designated individual for the County Sheriff’s Department responsible for financial, operational and contractual matters regarding this Agreement.

1.16. **“Health Appraisal”**: A health assessment performed by a health care practitioner on an Inmate/Detainee which includes a review of a medical questionnaire that has been completed prior to the appraisal visit, and a complete physical examination .

1.17. **“Holding Facility”**: Santa Maria Type-1 (96 hour) Holding Facility for Inmates, located at 812 A West Foster Road, Santa Maria, CA, 93455.

1.18. **“HSA”**: Contractor’s Health Services Administrator who shall be responsible for employee hiring; staff development, evaluation and discipline; case management; policy and procedure development and implementation; and supervision and coordination of agency service, physician, consultant and ancillary services Providers.

1.19. **“Inmate”**: An adult in actual physical custody of the Sheriff’s Department, including those inmates under guard at outside hospitals.

1.20. **“Intake Screening”**: A health assessment performed by the receiving Custody Staff, using approved forms, upon detention of new Inmates or Detainees to detect health problems which require immediate care or pose a risk to Custody Staff or others.

1.21. **“Jail Commander”**: The designated individual for the County Sheriff’s Department responsible for Policy & Program modification.

1.22. **“LPBC”**: Los Prietos’ Boys Camp and Los Prietos’ Boys Academy, located at 3900 Paradise Road, Santa Barbara, CA, 93105.

1.24. **“MSF”**: A medium security facility for both male and female Inmates, located at 4436 Calle Real, Santa Barbara, CA, 93160.

1.25. **“Notice”**: A written document given by a party to the other in accordance with Section 18.22.

1.26. **“Nursing Coordinator”**: The Registered Nurse responsible for the day-to-day operations of the three Probation Detention Facilities in coordination with the Probation Managers; supervising the clinical staff and resolving administrative issues, staffing and personnel concerns; and utilizing community and County resources to develop health care teaching programs.

1.27. **“Probation Detention Facilities”**: The LPBC, SBJH and SMJH, cumulatively.

1.28. **“Probation Manager”**: The site manager for each respective Probation Detention Facility.

1.29. **“Property”**: all County Equipment and other County real and personal property.

1.30. **“Provider”**: A Physician, Physician Assistant, Nurse Practitioner or other licensed health care practitioner not employed by Contractor.

1.31. **“PHD”**: The County Public Health Department.

1.32. **“Response”**: Contractor's response to the RFP, dated March 10, 2006. Section D of the Response is attached to this Agreement as Exhibit C and is incorporated herein subject to “County’s Exceptions to Section D of the Response,” which is attached to this Agreement as Exhibit B.

1.33. **“RFP”**: The County’s Request for Proposals document dated January 27, 2006 that was used to solicit bids for correctional medical services.

1.34. **“SBJH”**: Santa Barbara Juvenile Hall, located at 4500 Hollister Avenue, Santa Barbara, CA, 93110.

1.35. **“SBMJ”**: Santa Barbara Main Jail, located at 4436 Calle Real, Santa Barbara, CA, 93110.

1.36. **“Sheriff and Probation State Minimum Standards”**: Those standards set forth in the California Code of Regulations, Title 15, Division 1, Chapter 1, Subchapter 4, Article 11 Medical/Mental Health Services §§1200-1230; California Code of Regulations, Title 15, Division 1, Chapter 1, Subchapter 5, Article 8 Health Services §§ 1400-1454; California Penal Code § 6030.

1.37. **“Sheriff Detention Facilities”**: The SBMJ and MSF, cumulatively.

1.38. **“SMJH”**: Santa Maria Juvenile Hall, located at 4263 California Boulevard, Santa Maria, CA, 93455.

1.39. **“State”**: The State of California.

1.40. **“Utilization Review”**: Services to be provided by PHD which consist of reviewing claims and assigning appropriate reimbursement rates for the Cost of Outside Medical Services provided to Inmates/Detainees.

2. Term

2.1. Term and Extension Terms. The term shall begin on the Effective Date and shall continue for a period of three fiscal years, ending on June 30, 2009, with two two-year optional extensions (first optional extension: July 1, 2009-June 30, 2011; second optional extension: July 1, 2011-June 30, 2013), unless earlier terminated as provided herein.

2.2. Extension of Agreement. 180 days prior to the expiration of this Agreement (January 1, 2009 or as soon thereafter as is practicable), the parties shall confer and decide whether to extend the Agreement as provided in Section 2.1 or to allow the Agreement to expire.

3. Medical Services

The Contractor shall provide the following medical services to the Inmates and Detainees housed within the Sheriff’s Detention Facilities and the Probation Detention Facilities, as specified below and in Section D.1.2 of the Response:

3.1. Services for Inmates and Detainees. Inmates and Detainees shall be provided the following medical services during the time periods specified:

- a) review Intake Screening at intake including non-hospitalized detoxification;
- b) preventive care including contraceptive services, treatment of sexually transmitted diseases, immunizations, and other basic medical preventive services;
- c) referral to appropriate health care facilities for emergencies, including arranging transportation to the health care facility;
- d) sick call visits by Physician, Physician Assistant/Nurse Practitioner or Registered Nurse as follows:
 - (i) Seven days per week: Sheriff Detention Facilities and the SMJH;
 - (ii) Monday-Friday: SBJH and LPBC;
 - (iii) Triage seven days per week: Holding Facility;

e) consider all Provider orders, including those for diagnostic services (laboratory, X-ray, EKG), pharmacy, and specialty visits and implement those Provider orders approved by the Contractor's Medical Director based on his/her independent, professional medical judgment;

f) referral to contracted/external Providers;

g) identify, assist and refer pregnant females to PHD;

h) respond to medical emergencies; treat accidents and injuries; and provide emergency first aid, including CPR;

i) complete child abuse reports and any other reportable abuse reports on an adult as prescribed by law;

j) complete referrals to ADMHS and identify substance abuse, when possible.

3.2. Other Services for Inmates. In addition to the medical services provided in Section 3.1 above, Contractor shall also provide the following services to the Inmates:

a) complete Health Appraisals of Inmates within 14 days after booking (including weekends & holidays);

b) emergency and necessary dental services at least twenty-four (24) hours bi-weekly;

c) make arrangements for ancillary services including but not limited to radiology and laboratory services;

d) make arrangements and pay for medically required equipment including but not limited to: wheelchairs, braces, crutches, dental prostheses, and corrective eyeglasses;

e) arrange with the community methadone clinic for the provision of methadone maintenance for opiate-addicted pregnant female Inmates consistent with Health & Safety Code 11222 .

3.3. Other Services for Detainees. In addition to the medical services provided in Section 3.1 above, Contractor shall also provide the following services to the Detainees:

a) complete health appraisals of Detainees within 96 hours of booking (including weekends & holidays), including diagnostic and laboratory evaluations;

b) upon notification from the appropriate Probation Manager, arrange health care services that have been coordinated and/or requested by the Detainee's parent or guardian.

3.4. Court Ordered Medical Evaluations. Contractor shall provide all court ordered medical evaluations and treatment consistent with this Agreement and in accordance with the terms required in the order, except those required by courts as evidence for prosecution of the Inmate or Detainee subject to chain of custody requirements.

3.5. Miscellaneous services. Contractor shall also provide the following related medical services:

a) coordinate and schedule off-site medical and dental services for Inmates, which are "elective" in nature and for which the Inmate is financially responsible;

b) at the request of Custody Staff, Contractor shall provide assessments of Inmates' and Detainees' ability to perform the physical requirements of certain work crew assignments;

c) respond and provide emergency first aid, including Cardiopulmonary Resuscitation (CPR) to County staff and/or visitors within the confines of the Sheriff's Detention Facilities and Probation Detention Facilities, including public lobbies;

d) review, evaluate and respond to Inmate inquiries, complaints, grievances and writs within three (3) working days of receipt, or as otherwise directed by County Counsel or the Facility Administrative Lieutenant, or designee. Contractor shall cooperate with County Counsel and the Facility Administrative Lieutenant or designee in providing detailed responses to the courts as requested, including, but not limited to providing medical testimony in court proceedings relating to the provision of medical services under this Agreement; and

e) be responsible for proper handling and removal of bio-hazardous waste.

3.6. Exclusions from Medical Services. Contractor shall not be responsible for the following:

a) providing direct psychiatric care to Inmates or Detainees;

b) any medical testing or obtaining samples that are forensic in nature for Inmates or Detainees;

c) Emergency Department visits, hospitalizations, or dental care for Detainees;

d) costs related to medical treatment or health care services provided to medically stabilize any Inmate presented at booking with a life threatening injury or illness or in immediate need of emergency medical care. Once an Inmate has been medically stabilized and cleared for booking to the Sheriff's Facilities, Contractor shall be financially responsible for the cost of all medical treatment for health care services regardless of the nature of the illness or injury or whether or not the illness or injury occurred prior or subsequent to the Inmate's incarceration;

e) medical costs associated with the medical care of infants born to Inmates;

f) costs of exceptional blood products (e.g., Factor 8); and

g) pharmaceutical costs, including Over The Counter medications, formulary and non-formulary medications, back-up pharmacy expenses, courier service and dispensing fees.

4. Ancillary Services and Health Care Testing

4.1. Pharmaceutical Management Services.

4.1.1. County shall be responsible for contracting with a pharmacy to supply over-the-counter, psychotropic and non-psychotropic medications. Contractor will only order, stock, and dispense medications from County approved vendor(s). County shall provide space and accessories for the secure storage and controlled dispensing of the medications.

4.1.2. When a prescribed medication is available as a sample, County shall require the use, administration and control of sample medications, including psychotropic sample medications. When samples cannot be dispensed, Contractor shall prescribe medication using the Medi-Cal Formulary Drug List. A prescriber may order medication that is not on the Medi-Cal Formulary Drug List, provided that the medication ordered goes through the proper prior approval process as specified in Contractor's and County's Pharmaceutical Vendor's policies and procedures.

Contractor agrees to work with County's Pharmaceutical Vendor to answer questions about medications, dosing, drug interactions, alternative medications (drugs in the same therapeutic class), treatment protocols and drug identification. Contractor further agrees to establish protocols such as a weekly ordering schedule, with points and limits, and shall ensure that multiple pharmaceutical orders within one week occur only in exceptional circumstances. Contractor shall consider storage and handling recommendation made by County's Pharmaceutical Vendor based upon on-site reviews and inspections, and shall utilize County's Pharmaceutical Vendor for in-service presentations, updates on new medications, and recommendations for Provider practice patterns.

4.1.3. Contractor shall not be responsible for prescribing and adjusting psychotropic medicine.

4.2. Public Health Laboratory Services. PHD laboratory shall be responsible for the provision of all TB and Sexually Transmitted Disease (STD) screening tests and cultures for Detainees. Contractor shall have no responsibility for the cost of these screening tests and cultures for Detainees. For Inmates, the provision of all TB and STD screening tests and cultures, except for TB sputum specimens, shall be performed by the qualified laboratory under contract with the Sheriff's Department, which on the Effective Date is Cottage Hospital. PHD laboratory shall be responsible for the testing of Inmate TB sputum specimens.

4.3. Management of Immunizations and Communicable Diseases. Contractor shall provide the following services for the management of immunizations and communicable diseases:

4.3.1. Immunizations. Immunizations shall be verified and administered, as appropriate. For Detainees, a program shall be started to bring the Detainee's immunizations up-to-date in accordance with current public health guidelines and as a part of the Health Appraisal. Contractor shall input the immunization data into the Central Cost Immunization Registry, an on-line, web based database at <http://www.immunize4life.org/>. Contractor's staff shall be trained to use the database by PHD staff at no cost. County and Contractor agree to implement reasonable changes as required in the Annual Immunization Quality Improvement Plan.

4.3.2. Tuberculosis Testing and Treatment Services. As set forth in Section D.1.7 of the Response, all Inmates/Detainees shall be screened for tuberculosis (TB) symptoms during Intake Screening, and if TB symptomology is present, further testing and appropriate treatment shall be provided. Inmates shall receive regular TB testing at the time of their 14-day Health Appraisal; Detainees shall receive regular TB testing at the time of their 96 hour Health Appraisal. Contractor shall report all TB cases to the County Health Officer within twenty-four (24) hours of confirmation. Contractor shall consult with the County Health Officer on the treatment of all active TB Inmates/Detainees. PHD shall be responsible for conducting confirmatory chest x-rays on the Inmates/Detainees.

4.3.3. Food Service Worker TB Testing. Contractor shall provide TB screening for food service, MSF, and Work Furlough Inmates and for LPBC Detainee kitchen workers within 24-hours of County request.

4.3.4. AIDS and HIV Treatment Services. Contractor shall schedule appointments for all AIDS and HIV positive Inmates/Detainees at the PHD Infectious Disease Clinic for treatment within 14-days of booking. Written laboratory results must accompany newly diagnosed HIV patients.

4.3.5. Voluntary AIDS Testing. Contractor shall cooperate with County's Provider for AIDS/HIV testing as clinically indicated within community standards of practice or upon Inmate/Detainee request and in accordance with Sheriff Detention Facility and Probation Detention Facility procedures. Contractor shall be responsible for drawing blood samples for confirmatory testing as needed.

4.3.6. Chlamydia Testing. Contractor shall work in conjunction with PHD to comply with requirements of the California Center for Disease Control Chlamydia grant that was awarded to PHD for the Probation Department. Contractor shall collect specimens, and provide treatment and follow-up care to Detainees. PHD representatives shall work with Contractor to ensure that Contractor's staff is proficient and understands grant requirements and standards. A PHD designee shall maintain the grant and review statistics at the Probation Department's quarterly meetings.

4.3.7. Custody Staff Health Services. Contractor shall provide baseline TB screening of new Custody Staff, annual TB skin testing of all Custody Staff, and administration of flu vaccine, provided to Contractor by County, to Custody Staff.

5. Financial Matters

5.1. Costs for Sheriff Medical Services For Contractor services to be rendered under this Agreement for the Sheriff's Department, Contractor shall be paid a total base price amount not to exceed Eight Million dollars (\$ 7,800,000) for the initial three-year term of the Agreement. The pricing is based upon the Estimated ADP.

For the first year of the Agreement, the County shall pay to Contractor an annual base price of \$2,456,772.00 for services rendered for the Sheriff's Department. This base price shall be paid in equal monthly installments of \$204,731.00 each. For the second year of the Agreement, the County shall pay to Contractor an annual base price of \$2,567,763.00 for services rendered for the Sheriff's Department. This base price shall be paid in equal monthly installments of \$213,980.25 each. For the third year of the Agreement, the County shall pay to Contractor an annual base price of \$2,620,330.00 for services rendered for the Sheriff's Department. This base price shall be paid in equal monthly installments of \$218,360.83 each.

5.2. Costs for Probation Medical Services. For Contractor services to be rendered under this Agreement for the Probation Department, Contractor shall be paid a total base price amount not to exceed Two Million, Five Hundred Thousand dollars (\$2,500,000) for the initial three-year term of the Agreement. The pricing is based upon the Estimated ADP.

For the first year of the Agreement, the County shall pay to Contractor an annual base price of \$786,425.00 for services rendered for the Probation Department. This base price shall be paid in equal monthly installments of \$65,535.42 each. For the second year of the Agreement, the County shall pay to Contractor an annual base price of \$819,174.00 for services rendered for the Probation Department. This base price shall be paid in equal monthly installments of \$68,264.50 each. For the third year of the Agreement, the County shall pay to Contractor an annual base price of \$852,025.00 for services rendered for the Probation Department. This base price shall be paid in equal monthly installments of \$71,002.01 each.

5.3. Cost of Outside Medical Services. County shall be responsible for the Costs of Outside Medical Services. Consistent with Section 3 of this Agreement, Contractor shall make arrangements for outside medical services with Providers, and will subsequently review and

adjudicate claims from Providers within sixty (60) days of receipt of invoice. Contractor shall send clean uncontested claims that have been processed and adjudicated to the Sheriff's Department on the 2nd and 4th Friday of each month. The Sheriff's Department shall coordinate Utilization Review of the claims, and if satisfactory, shall forward the claims to the County Auditor/Controller for payment.

For each processed and adjudicated claim, Contractor shall provide the County with an actual copy of the invoice and an explanation of benefits (EOB). Contractor and County shall meet quarterly to reconcile any open claims and discuss any issues and concerns regarding the billing and payment process.

5.4. Increases for Exceeding ADP. When ADP exceeds the Estimated ADP, Contractor shall have the right to charge a per diem rate to the affected Department for the excess Inmates/Detainees. Contractor may charge a per diem of \$0.91 multiplied by (actual ADP less the Estimated ADP) x 30 days for each month during which the ADP exceeded the Estimated ADP.

Should the population exceed 1,260 Inmates or 220 Detainees for a period of 90 days or more, additional staffing may be necessary, and County and Contractor shall agree to meet to discuss the level of additional staffing and the related cost. Pursuant to the Notice provisions set forth in Section 18.22, either party may initiate negotiations concerning the expansion of the Sheriff's Detention Facilities and/or Probation Detention Facilities and the increased ADP.

5.5. Payment Reductions for Staffing Shortfalls. Contractor shall not be compensated for un-staffed shifts for clinical positions either in the Sheriff's Detention Facilities or the Probation Detention Facilities as provided below. Monthly, Contractor shall be allowed a 2% margin of missed hours to allow for exigent circumstances in staffing. When this 2% margin is exceeded, Contractor shall reduce the invoice by an amount equal to the hourly cost to County for the clinical position hours not covered. Contractor shall provide County with an itemized accounting of hours worked by clinical position, as identified on the Staffing Plan attached hereto as Exhibit A, and the unfilled hours for each such position, including unfilled hours resulting from all short or long term absences, vacations, authorized or unauthorized leave and holidays. Contractor shall then credit the Sheriff's Department and/or the Probation Department, respectively, for any unfilled hours at a rate of the average hourly wage for each or any clinical position missed. The average hourly wage for each clinical position for purposes of calculating the credit due to the County is attached as Exhibit D hereto. Exhibit D shall be updated on an annual basis.

5.6. Invoices. Contractor shall submit monthly invoices to the Facility Administrative Lieutenant & Deputy Chief for Probation Institutions for medical services provided and other amounts to be paid by County hereunder. All invoices submitted must meet with the approval of the Facility Administrative Lieutenant and Deputy Chief for Probation Institutions prior to payment. Contractor shall only submit invoices for medical services on the form provided by the County. County shall return incorrect or

incomplete invoices to Contractor for correction and reissue. The Agreement number must appear on all invoices and correspondence relating to this Agreement.

The County agrees to pay Contractor within thirty (30) days of receipt of correct and complete invoices from Contractor. Reconciliations for unfilled hours and per diem population variances will be included on the invoice and adjusted against the appropriate month's total amount due before final payment. In the event this Agreement should commence or terminate on a date other than the first or last day of any calendar month, compensation to Contractor will be prorated accordingly for the shortened month.

5.7. Taxes. County shall not be responsible for paying any taxes on Contractor's behalf, and should County be required to do so by state, federal, or local taxing agencies, Contractor agrees to promptly reimburse County for the full value of such paid taxes plus interest and penalty, if any. These taxes shall include, but not be limited to, the following: FICA (Social Security), unemployment insurance contributions, income tax, disability insurance, and workers' compensation insurance

5.8. Funding

5.8.1. The parties acknowledge and agree that this Agreement is dependent upon the availability of County and/or State funding. If funding to make payments in accordance with the provisions of this Agreement is not forthcoming from the County and/or State governments for the Agreement, or is not allocated or allotted to County by the County and/or State governments for this Agreement for periodic payment in the current or any future fiscal period, then the obligations of County to make payments after the effective date of such non-allocation or non-funding, as provided in the notice, and in accordance with the terms of Sections 17.5 and 17.6, will cease and terminate.

5.8.2. If funding, to make payments in accordance with the provisions of this Agreement, is delayed or is reduced from the County and/or State governments for the Agreement, or is not allocated or allotted in full to County by the County and/or State governments for this Agreement for periodic payment in the current or any future fiscal period, then the obligations of County to make payments will be delayed or be reduced accordingly or County shall have the right to terminate the Agreement as provided in Section 17.6. If such funding is reduced, County shall determine which aspects of the Agreement it would like to proceed with and provide notice thereof to Contractor. The County and Contractor shall then meet and negotiate in good faith, and modify the scope of services and the prices and terms under which the modified services shall be provided. In the event that Contractor and County are unable to reach mutual agreement for modification of the scope of services within 45 days of notice to Contractor of County's request to modify the scope of services and pricing, the Agreement shall terminate and County will pay Contractor for services and certain of its costs in accordance with the terms of Section 17.6 and Section 17.7. Any obligation to pay by County will not extend beyond the end of County's then-current funding period, except as otherwise provided in Section 17.6 and Section 17.7.

5.9. Third Party Payments.

5.9.1. Contractor acknowledges that Medicare, Medi-Cal, Workers' Compensation, County programs including the Medically Indigent Adult Program, County Workers' Compensation and County employee health insurance programs do not pay for medical services while an individual is incarcerated or detained. However, there may be a few cases where an individual may have private health insurance. Therefore, upon referral to Providers, Contractor shall be responsible for providing the Inmates/Detainees insurance information it has collected to these Providers.

5.9.2. For Detainees who have a "Court Order" for Placement, Contractor shall be responsible for coordinating the completion of the Medi-Cal application with the Facility Manager. Upon receiving Medi-Cal approval, Contractor shall give the information to the actual off-site Provider of services to enable the off-site Provider to bill and receive payment by Medi-Cal. Contractor shall be responsible for supplying a copy of a Detainee's insurance card, if Detainee has one, when a Detainee is referred for services. Contractor shall not seek or direct off-site Providers to bill Medi-Cal, but will only provide the Medi-Cal information it has obtained. The off-site Provider, in its sole discretion, shall evaluate and determine whether and to what extent Medi-Cal is available.

6. **Quality Management**

6.1. Quality Management Services

6.1.1. Quality Management Program. Contractor shall conduct quality management/peer review activities, including regularly scheduled reviews and responses to specific incidents or complaints. Contractor shall continue to implement its "Continuous Quality Improvement Program" as described more fully in Section D.1.9 of the Response. In developing a Quality Management Program, Contractor shall include a review of the following areas: Inmates/Detainees with diabetes; asthma; chemical dependence; pregnancy/Ob-Gyn problems; infectious diseases (TB, Hepatitis C, etc.), self mutilations, suicide attempts, sexually transmitted diseases, hospitalizations and other specialist referrals. For Detainees, Contractor shall also monitor those who are on more than three (3) psychotropic medications. In addition to tracking these areas, any death, suicide or suicide attempt, and outbreak of communicable disease shall be reported within one (1) working day to the Sheriff's Department, Probation Department, PHD, and County Risk Manager.

6.1.2. Monitoring & Evaluation. Based on the findings from the activities set forth in Section 6.1.1, Contractor shall ensure that the quality and adequacy of health care services are assessed at least annually and meet Sheriff and Probation State Minimum Standards; and shall include a process for identifying and correcting deficiencies in the medical services delivered. Contractor shall prepare a report that incorporates the findings from these assessments which shall be provided in electronic format to the MAC.

6.2. Medical Audit Committee (MAC). Contractor and County shall maintain a Medical Audit Committee responsible for developing, recommending, and implementing all policies and procedures necessary for the operation of the health care program. The Sheriff Department's committee shall consist of the Sheriff's Chief Deputy of Custody Operations or designee, the PHD Medical Director or designee, the ADMHS Medical Director, and Contractor's HSA, Director of Nursing, Regional Vice President, Charge Nurse, Registered Nurse Coordinator, and Medical Director. The Probation Department's committee shall consist of the Deputy Chief of Probation Institutions, the Probation Managers, ADMHS Medical Director or designee, Contract Monitor, and Contractor's HSA, Nurse Coordinator, and a registered nurse from each of the Probation Detention Facilities.

The meetings shall follow an agenda prepared by the Contractor with County participation which shall be distributed electronically before the meeting. The HSA will coordinate, facilitate and assign follow-up tasks for each meeting. The minutes shall be distributed electronically before the meeting for review and shall be subject to approval at each meeting. Contractor's proposed format and level of detail for the status reports shall be subject to County's approval. For Probation, the meetings shall be conducted quarterly on a rotational basis between the SBJH, LPBC, and the SMJH. For Sheriff, the meetings shall be conducted monthly and held at the SBMJ.

6.3 Statistical Data Collection & Annual Report. Contractor shall develop and implement written policies and procedures to collect statistical data that includes, but is not limited to, clinic visits (by RN and MD), Health Appraisals, laboratory tests performed, pharmacy services, communicable diseases and Emergency Department visits. Contractor shall perform a comprehensive overview of the medical services to determine what other data should be included as part of this data. A report of the data should be prepared at least annually and submitted electronically to the MAC for review.

Contractor shall provide electronically to the Probation Department (Probation Managers, Deputy Chief of Probation Institutions, CFO, and Contract Monitor) and the Sheriff's Department (Chief Deputy of Operations, Jail Commander and CFO) an annual summary of health care activities and hospitalizations. The report shall summarize services by type and place performed for each of the Sheriff's Detention Facilities and the Probation Detention Facilities and the cost of each service. It shall include health and utilizations trends, any recommendations for improved services, and address whether or not the care provided met the community standards, whether desired patient outcomes were achieved, and whether quality indicators were met.

6.4. Required Inspections. Contractor shall participate in the following inspections:

6.4.1. Correction Standards Authority (CSA) Biennial Inspections: Contractor shall be knowledgeable about the applicable regulations and standards that govern the Sheriff's Detention Facilities and the Probation Detention Facilities and shall take all necessary steps to be prepared for and to pass the inspection. Contractor shall be

responsible for the development of requisite corrective action plans related to medical/health non-compliance ratings.

6.4.2. Environmental Health, Medical/Mental Health, Nutritional Health and Pharmacy Inspections: To assure compliance, Contractor shall actively prepare for, and participate in, these annual inspections of the Sheriff's Detention Facilities and Probation Detention Facilities. Contractor shall be responsible for the remediation of reported non-compliance pertaining to medical/health services.

6.5. Contract Monitoring. The Contract Monitor shall ensure compliance on behalf of the Probation Department. The Sheriff's Department shall ensure contract compliance on its own behalf.

The County retains the right of access to all data and records deemed necessary to monitor the contract services. Contract monitoring shall include retrospective review of medical records and service records to evaluate the timeliness of care, appropriateness of assessment, treatment, type of Provider, Utilization Review process and level of care.

A County designated pharmacist shall review pharmaceutical plans, patterns of usage, and quality improvement activities, annually.

6.6. IMQ Accreditation. Contractor shall meet and maintain the Institute Medical Quality (IMQ) Accreditation Standards for the medical and dental services provided at the Sheriff's Detention Facilities and the medical services provided at the Probation Detention Facilities throughout the term of this Agreement, including the payment of any application and inspection fees. IMQ Accreditation occurs every two years. In accordance with this Agreement and the Quality Indicators set forth in Section 6.8, County shall fine Contractor \$25,000 any time Contractor fails to meet and maintain IMQ Accreditation, which amount shall be deducted by County from the invoice. Contractor shall not be responsible for deficiencies or be assessed a penalty for any violations associated with ADMHS's policies or provision of mental health care or for any violations not attributable to the acts and omissions of the Contractor. If, during the term of this Agreement, the IMQ no longer provides local detention facility accreditation, County may pursue an alternate National Accreditation Certificate, and Contractor shall be bound by County's decision.

6.7. Standards of Care/Practice Protocols & Quality Indicators

6.7.1. The Contractor shall monitor and report the following Standards of Care/Practice Protocols at the MAC meetings:

- a) The number and percentage of Detainees/Inmates who received diagnostic and laboratory evaluations according to standards;

- b) The number and percentage of Detainees/Inmates referred to specialty care;
- c) The number and percentage of Detainees/Inmates who attended sick call;
- d) The number and percentage of Detainees/Inmates who require psychotropic pharmaceuticals;

6.7.2. Contractor shall meet the following Quality Indicators and report on them quarterly:

- a) 100% of known pregnant and HIV/AIDS patients shall be referred to the PHD within 7 days of booking for an appointment;
- b) 100% of Inmate sick call requests shall be seen within three (3) days;
- c) 100% of Detainee sick call requests shall be seen within 24 hours or the first subsequent day medical personnel are available, but not to exceed 3 day
- d) 95% of the Inmates shall have a Health Appraisal within 14 days of the booking date;
- e) 100% of the Detainees held more than 72 hours shall have a Health Appraisal within 96 hours of the booking date;
- f) 100% of the eligible Detainees held more than 72 hours shall be screened for Chlamydia but in no event later than 96 hours after booking.

Each August that this Agreement remains in effect, County and Contractor shall evaluate the results and for each Quality Indicator that is not met, County shall deduct \$5,000 from the invoice. When a Quality Indicator is not met, County and Contractor shall discuss the deficiency at the next scheduled MAC meeting, and Contractor shall have the opportunity to present medical charts and other documentation to establish that the deficiency was outside Contractor's control and should not result in a penalty.

7. Contractor Personnel

7.1 Staffing Plan. Contractor and County have agreed on a Staffing Plan that is expected to adequately address the medical needs of the Inmates/Detainees. The Staffing Plan is attached to this Agreement as Exhibit A.

7.1.1 Contracted work hours per month, day and shift will be executed as presented in the staffing plan. County recognizes that from time to time Contractor may need to adjust and flex the staffing in an effort to cover sick days without County consultation. Nonetheless, all nursing and medical staff shall be covered by qualified health care personnel, and registry staff

should be limited to the extent reasonably practicable. If Contractor cannot appropriately manage the facilities without major adjustments or alterations, Contractor shall request a meeting with County to develop and agree to a new plan. Contractor shall not be paid for clinical position hours not worked, as set forth in Section 5.5.

7.1.2. Monthly, the HSA/designee shall provide the original scheduled coverage and actual schedule performed to the Facility Administrative Lieutenant and the Contract Monitor in an electronic format. A separate list in electronic format shall be provided with unfilled clinical position hours, the clinical staff members scheduled and corresponding average hourly rate for the clinical positions as provided in Section 5.5.

7.2. Staff Licenses. Staff Licenses shall be maintained in active status and be submitted to the Facility Administrative Lieutenant and the Contract Monitor by the 10th of the month of each quarter.

7.3. Overtime for Court Testimony. Contractor shall be responsible for any payment of overtime to Contractor staff that is subpoenaed to testify in court regarding medical treatment provided pursuant to this Agreement.

7.4. Appointment of Key Staff. Contractor and County shall jointly interview and select the HSA, Medical Director, Nursing Coordinator, and Director of Nursing. Contractor shall, upon the written request of both the Sheriff's Department and Probation Department remove the HSA, Medical Director, Nursing Coordinator and/or Director of Nursing when in the opinion of both of these Departments persons performing those duties fail to act in the best interest of the County in the provision of services under this Agreement. In addition, persons employed by Contractor who fail to obtain security clearance may be denied admittance in the Sheriff's Detention Facilities and/or Probation Detention Facilities.

7.5. Responsibility for Acts of Personnel. Contractor assumes sole and full responsibility for its acts and the acts of its personnel. Contractor understands and agrees that County does not assume liability for the actions of Contractor's Subcontractors or agents. Contractor agrees that it has no right to indemnification or contribution from County for any judgments rendered against Contractor, its Subcontractors or agents.

County reserves the right to notify the HSA or designee when there is a concern about the performance of Contractor's employees or contractors. Further, County expects reasonable and professional intervention to handle any and all disciplinary matters with its employees. If Contractor decides to terminate any of its employees/contractors, it is expected that these employees will not be transferred to another County location.

7.6. Claims Against Personnel. Contractor agrees that any claim on behalf of any person arising out of employment or alleged employment by Contractor (including, but not limited to, claims of discrimination against Contractor, its officers, or its agents) are the sole responsibility of Contractor and are not the responsibility of County. Contractor shall indemnify and hold County harmless from any and all such claims asserted against County. Any person who alleges a claim arising out of employment or alleged employment by Contractor shall not be entitled to any compensation, rights, or

benefits from County (including, but not limited to, tenure rights, medical and hospital care, sick and annual/vacation leave, severance pay, or retirement benefits).

7.7. Reference Checks. Due to the confidential nature of the information and materials that will be accessible to Contractor, County shall conduct a reference check, including criminal history reports, on Contractor staff that will be providing the services and will have access to County data or the Sheriff's Detention Facilities and/or Probation Detention Facilities. County reserves the right in its sole discretion to reject any proposed Contractor staff as a result of information produced by such reference checks or additional sources of information, without disclosing a basis for such rejection. Notwithstanding the foregoing, County shall provide Contractor with a notice of the County's rejection in writing.

8. Administrative Services

8.1. Medical Records

8.1.1. Medical Records of Inmates. Contractor shall support the effort to combine Inmate medical and mental health records. Contractor shall coordinate with ADMHS to ensure complete, available, confidential records.

8.1.2. Medical Records of Detainees. All Detainees must have a current record that is maintained at all times and that complies with California Code of Regulations Title 15 medical record format and standards. These records shall accompany the Detainee at all health encounters, and a copy will be forwarded to the appropriate facility at the event of the transfer.

8.1.3. Ownership of Medical Records. Existing medical records and mental health records prepared by Contractor for Inmates and Detainees shall be the Property of County. Contractor shall provide the Sheriff's Department /Coroner, Probation Department, County Counsel or PHD access at any time without notice to all such records. However, Contractor shall be the custodian of these records during the term of this Agreement. After the expiration or termination of the Agreement, Contractor shall have access to the medical records in order to prepare for any litigation or anticipated litigation brought in connection with the services rendered pursuant to this Agreement. County will be responsible for any destruction of any and all medical records.

8.1.4. Confidentiality of Medical Records. All applicable laws, regulations, policies and procedures concerning the confidentiality rights of individuals, protection of their rights and confidentiality of their medical records must be followed. Contractor knows the requirements of State Civil Code §§56.10 - 56.37 and federal HIPPA laws respecting the confidentiality of records. The County and Contractor shall maintain the confidentiality of any information regarding Inmates /Detainees (or their families) receiving Contractor's services.

a). Prevention. Contractor shall prevent disclosures unauthorized by law or this Agreement of names and other client-identifying information, except for statistical information that does not identify a particular Inmate/Detainee.

b). Disclosure of Information. Contractor shall divulge such information only as necessary for purposes related to the performance or evaluation of services provided pursuant to the Agreement, and then only to those persons having responsibilities under this Agreement, including those furnishing services under Contractor through subcontracts and other Providers and payors.

c). Request for Disclosure. Except as otherwise permitted by this Agreement or authorized by law, Contractor shall not disclose any Confidential Information to anyone without prior written authorization from the County.

8.2. Records Retention and Access Requirements

8.2.1. Contractor shall agree to the conditions of all applicable County, State and federal regulations, which are incorporated herein by this reference, regarding retention and access requirements relating to all medical records, financial, accounting and programmatic records, supporting documents, statistical records, and other records of this Agreement. In addition, Contractor shall agree to the terms set forth below regarding retention of records and access for County, State and federal government officials.

8.2.2. Contractor and its Subcontractors shall maintain original books, records, documents and other evidence that sufficiently and properly reflects the accuracy of amounts billed to County during the performance of this Agreement and shall retain all such records for four (4) years after the expiration or termination of this Agreement. Records involving matters in litigation related to this Agreement shall be kept for one (1) year following the termination of litigation, including all appeals if the litigation has not terminated within six (6) years from the date of expiration or termination of this Agreement.

8.2.3. All such records shall be subject at reasonable times and upon prior Notice to examination, inspection, copying, or audit by personnel so authorized by the Facility Administrative Lieutenant and/or Deputy Chief of Probation Institutions and/or County, State and federal officials so authorized by law, rule, regulation or contract, when applicable. Notwithstanding the provision of access to litigation records as specified above in Section 8.2.2, nothing in this Agreement shall be construed to require Contractor or its Subcontractors to disclose records protected by attorney-client privilege or otherwise protected under State or federal laws. During the term of this Agreement, access to these items shall be provided within Santa Barbara County. During the four-year period after this Agreement term or one-year term following litigation, delivery of and access to these items will be at no cost to County. Contractor shall be responsible for any audit exceptions or disallowed costs incurred by Contractor or any of its Subcontractors.

8.3 Informed Consent. Contractor shall be responsible for obtaining informed consent from Inmates prior to providing care and treatment as required by law, except in the case of an emergency. Contractor shall be responsible for obtaining informed consent from the parent/legal guardian or court for Detainees, except in cases of emergencies. Contractor shall pay for care resulting from court orders, as further described in Section 3.1(e), including, but not limited to those relating to involuntary treatment and testing. This section does not require Contractor to complete tests for evidentiary or chain of custody situations.

8.4. Inmate or Detainee Deaths. Contractor shall report within twenty-four (24 hours) any in-custody death to the County Health Officer, who, in cooperation with the County Coroner, and the Administrative Lieutenant and/or Deputy Chief of Probation Institutions shall coordinate a medical review of every in-custody death and provide a written report to the Attorney General.

8.5. Policy and Procedure Manual. Contractor shall be responsible for preparing a Policy and Procedures Manual. The manual shall cover such topics as general medical matters, medication administration, infection control, medical staff training, and a quality improvement plan. County shall have access to these documents and other operating documents relevant to oversight and coordination of activities. Any changes to be made to the Policy and Procedure Manual shall be discussed at the MAC meeting before implementation.

8.6. Communicable Disease Procedure Manual. Contractor shall develop written policies and procedures to address the identification, treatment, control and follow-up management of communicable diseases. The policies and procedures shall address, but not be limited to:

- a) Intake Screening procedures;
- b) Identification of relevant symptoms;
- c) Referral for medical evaluation;
- d) Treatment responsibilities during detention;
- e) Coordination with public and private community-based resources for follow-up treatment;
- f) Applicable reporting requirements; and
- g) Strategies for handling disease outbreaks.

The policies and procedures will be updated as necessary to reflect communicable disease priorities identified by the County.

8.7. Develop Policy for Health Care Administration. Contractor shall identify health care Providers that are licensed, certified and/or trained to provide the services set forth in

Sections 3.1 and 4.3 of this Agreement, and enter into written agreements with these Providers, which are regularly monitored, to provide access to health care when it becomes necessary. Contractor shall also establish systems for coordination among health care Providers, to provide continuity of care during confinements as well as when Inmates and Detainees are discharged and enter the community.

8.8. Training. Contractor shall make available up to twenty-four (24) hours of annual training for Custody Staff concerning various health issues including, but not limited to, signs and symptoms of withdrawal, first aid, detoxification protocols, and methamphetamine treatment. This training may be the same training that Contractor provides to its own staff. Contractor shall provide a monthly in-service County training on a variety of appropriate and timely health topics including new policies established by Contractor as set forth in the Policy and Procedures Manual. Contractor shall maintain a record of the trainings provided, and shall transmit an electronic record of such trainings to the Contract Monitor and the Facility Administrative Lieutenant upon request.

8.9. Assessments on Use of Restraints. Contractor shall provide medical assessments and medical clearance when restraints and safety chairs have been utilized.

8.10. Grievance Procedure. Contractor shall establish, in collaboration with County, a formal policy and procedure for the communication and resolution of Detainee, Inmate, and Custody Staff complaints or other items regarding any aspect of health care delivery in accordance with the Sheriff and Probation State Minimum Standards. Inmate/Detainee complaints shall be part of the health services reporting requirements. All grievances pertaining to medical care written by a Detainee or Inmate shall be forwarded to the HSA for review and action. County shall provide copies of the grievances to the PHD Medical Director, and Contractor shall provide the PHD Medical Director with access to the grievances during his/her monthly chart reviews.

8.11. Accounting Requirements. Contractor shall establish and maintain an accounting system with procedures and practices in accordance with generally accepted accounting principles. The accounting system shall maintain records pertaining to the services and all other costs and expenditures made under this Agreement, and the costs properly applicable to the Agreement shall be readily ascertainable therefrom. Each year that this Agreement is in effect, prior to July 1st, Contractor shall provide the Facility Administrative Lieutenant and Contract Monitor with copies of the most recent annual financial reports and outside audits, including the management letter from the audit; and shall notify the Facility Administrative Lieutenant and Contract Monitor of any federal Security and Exchange Commission audits or reviews of Contractor's operations for the term of this Agreement or applicable to a period dating back five (5) years from the execution of this Agreement.

8.12. Administrative Meetings. For the first year of this Agreement, County and Contractor agree to meet quarterly Beginning Oct 1, 2006 and annually thereafter for the purpose of monitoring the terms outlined in this Agreement. The County members shall be the Deputy Chief of Probation Institutions, Facility Administrative Lieutenant, Contract Monitor, and the PHD Assistant Deputy Director. For the Contractor, the members shall be the Regional

VP-Operations, Regional VP-Business Development, HSA, Director of Nursing, and RN Coordinator.

9. Authorized Representatives.

For Contractor: **Regional Vice President - Operations**

Deborah Schutz
1150 Ballena Blvd, Suite 200
Alameda, CA 94501
510-521-9602

Vice President Business Development

Jon Walker
105 Westpark Drive, Suite 200
Brentwood, TN 37027
615-376-0648

Health Services Administrator

David Luxner
4436 Calle Real
Santa Barbara, CA 93110
(805) 681-4213

Director of Nursing

Maurine Shields
4436 Calle Real
Santa Barbara, CA 93110
(805) 681-4213

RN Coordinator

Roseanne Sanchez
812 B. W. Foster Road
Santa Maria, CA 93455
(805) 934-6276

For County: **Probation Managers (for Operational Issues):**

Tim Yamasaki
SBJH
805-692-4800

Mike Cleary
LPBC
805-692-1751

Beverly Taylor
SMJH
805-934-6273

Probation Chief Financial Officer (for Budget Modification)

Jean Silva
117 East Carrillo St., Santa Barbara, CA 93101-2025
805-882-3654

Deputy Chief for Probation Institutions

(for Program Modification)
Patricia Stewart
117 East Carrillo St., Santa Barbara, CA 93101-2025

**Sheriff's Department:
Facility Administrative Lieutenant.**

(for Operational Issues)
Julian Villarreal
4436 Calle Real, Santa Barbara, CA 93160
805-681-4251

Chief Financial Officer (for Budget Modification)

Doug Martin
4436 Calle Real, Santa Barbara, CA 93160
805-681-4100

Jail Commander (for Program Modification)

Chuck Gerhart
4436 Calle Real, Santa Barbara, CA 93160
805-681-4326

Changes to the Authorized Representatives shall be made through the Notice process set forth in Section 18.22.1.

10. Clinic Office Space and Equipment

County shall provide the space, limited office furniture, fixtures, utilities, telephone and security necessary for efficient operation of the health care delivery system. County shall provide Contractor with a limited number of computer terminals and internet access; however Contractor staff shall agree to abide by County's policy on computer usage while using County's computers. Contractor shall be responsible for purchasing any additional office equipment not provided by County. Contractor shall assume ownership of all equipment and any associated maintenance with the exception of County computer(s) and monitor(s). County shall provide necessary maintenance and housekeeping of the office space and clinic space.

11. Medical Equipment

Contractor shall be responsible for the purchase of any and all medical equipment, supplies and reagents, including routine maintenance and replacement of equipment, during the term of this Agreement. Contractor shall assume ownership of all equipment and any associated maintenance.

12. Dispute Resolution

12.1. Good Faith Efforts Except for the right of either party to apply to a court of competent jurisdiction for a temporary restraining order or other provisional remedy to preserve the status quo or prevent irreparable harm, the parties agree to attempt in good faith to promptly resolve any dispute, controversy or claim arising out of or relating to this Agreement, including but not limited to payment disputes, through negotiations between senior management of the parties and their designees. If the dispute cannot be resolved within 15 calendar days of initiating such negotiations or such other time period mutually agreed to by the parties in writing, either party may pursue its available legal and equitable remedies.

12.2. Continued Performance Contractor and County agree that, the existence of a dispute notwithstanding, they will continue without delay to carry out all their respective responsibilities under this Agreement.

13. Additional Rights and Remedies – Reductions in Payments Due

Amounts due County by Contractor may be deducted or set-off by County from any money payable to Contractor pursuant to this Agreement.

14. Insurance

14.1. Liability and Auto Insurance

Contractor shall, at its sole cost and expense, obtain, and, during the term of this Agreement, maintain, in full force and effect, the insurance coverage described in this Section. Contractor shall acquire such insurance from an insurance carrier or carriers licensed to conduct business in the State of California and that have a Best's rating of no less than A: VII, or that are approved by the County. Contractor shall include County, its boards, agencies, contractors, offices, employees, agents and volunteers as a named insured party in Contractor's insurance policy obtained hereunder.

If Contractor fails to buy and maintain the insurance coverage described in this Section 14, County may terminate this Agreement under Section 17.1 (Termination for Contractor's Material Breach). The minimum acceptable limits shall be as indicated below with no deductible except as indicated below. In the event the Contractor is unable to comply with the County's insurance requirements, County may, at its sole discretion and at the Contractor's expense, provide compliant coverage.

The insurance requirements set forth below are subject to periodic review by the County. The County's Risk Manager is authorized to change the above insurance requirements, with the concurrence of County Counsel, to include additional types of insurance coverage or higher coverage limits, provided that such change is reasonable based on changed risk of loss or in light of past claims against County or inflation. This option may be exercised during any amendment to this Agreement that results in an increase in the nature of County's risk and such changes of provision will be in effect for the term of the amended Agreement. Such change pertaining to types of insurance coverage or higher coverage limits must be made by written amendment to this Agreement. Contractor agrees to execute any such amendment within thirty (30) days of Contractor's acceptance of the amendment or modification.

14.1.1. Commercial General Liability Insurance: shall include bodily injury, property damage and personal injury liability coverage, shall afford coverage for all premises, operations, products and completed operations of Contractor and shall include contractual liability coverage sufficiently broad so as to include the insurable liability assumed by Section 15 (Confidential Information) and Section 16 (Additional Indemnifications) of this Agreement with a limit of not less than \$1 million per occurrence/\$3 million general aggregate;

14.1.2. Automobile Liability Insurance: The automobile liability insurance shall cover all owned, non-owned and hired motor vehicles that are operated on behalf of Contractor pursuant to Contractor's activities hereunder. The limit of liability of said policy or policies shall not be less than \$1 million per occurrence/\$3 million general aggregate. Any deductible or Self-Insured Retention (SIR) over \$10,000 requires approval by the County;

14.1.3. Professional Liability Insurance: Professional liability insurance shall include coverage for the activities of Contractor's professional staff with a limit of \$3 million per occurrence and an annual aggregate of not less than \$5 million for bodily injury and property damage.

14.1.4. Employers Liability Insurance: covering the risks of Contractor's employees' bodily injury by accident or disease with limits of not less than \$1 million per accident for bodily injury by accident and \$1 million per employee for bodily injury by disease;

14.1.4. Crime Coverage: with a deductible not to exceed \$1 million, subject to Section 14.2, and coverage of not less than \$1 million single limit per occurrence and \$3 million in the aggregate, which shall at a minimum cover occurrences falling in the following categories: Computer Fraud; Forgery; Money and Securities; and Employee Dishonesty.

14.2. Extended Coverage

If the policy providing liability coverage is on a "claims made" form, the Contractor is required to maintain such coverage for a minimum of three years following expiration or

termination of this Agreement, naming County as an additional insured and providing County with certificates of insurance on an annual basis. Said policy or policies shall provide that the County shall be given thirty (30) days written notice prior to cancellation or expiration of the policy or reduction in coverage.

14.3. Worker's Compensation Coverage

Statutory Workers' Compensation and Employers Liability Insurance shall cover all Contractor's staff while performing any work incidental to the performance of this Agreement. In the event Contractor is self-insured, it shall furnish a copy of a Certificate of Consent to Self-Insure issued by the Department of Industrial Relations for the State of California. This provision does not apply if Contractor has no employees as defined in Labor Code Section 3350 *et. seq.* during the entire period of this Agreement and Contractor submits a written statement to the County stating that fact.

14.4. Subcontractors

Contractor shall furnish separate certificates of insurance and endorsements from each Subcontractor. Subcontractor(s) shall comply with all insurance requirements stated herein, except that limits for professional liability insurance shall be in minimum amounts of \$1 million per occurrence and \$3 million in the aggregate. Failure of Subcontractor(s) to comply with insurance requirements does not limit Contractor's liability or responsibility.

14.5. Premiums and Notice to County

Contractor or its Subcontractors shall pay premiums on all insurance policies. The Professional Liability and General Liability insurance policies provided for County pursuant to this Section 14 shall expressly provide therein that County be named as additional insured, and that it shall not be revoked by the insurer until thirty (30) days Notice of intended revocation thereof shall have first been given to County by such insurer. A copy of the endorsement evidencing that the policy has been changed to reflect the Additional Insured status must be attached to the certificate of insurance provided to County.

14.6. Cancellation

Contractor's insurance policies shall not be canceled or non-renewed in scope of coverage without provision for equivalent substitute insurance and such cancellation or non-renewal shall not take place or be materially reduced in scope of coverage until five business days' written Notice has been given to County, attention Facility Administrative Lieutenant and Deputy Chief of Probation Institutions, and Contractor has replacement insurance policy(ies) in place that satisfy the requirements set forth in this Section 14. Contractor's insurance policies shall not be reduced in scope without County's prior written consent.

14.7. Insurance Documents

Contractor shall submit to the office of the Facility Administrative Lieutenant and Contract Monitor certificate(s) of insurance documenting the required insurance as specified in this Section 14 prior to this Agreement becoming effective, and copies of renewal certificates of all required insurance within 30 days after the renewal date. These certificates of insurance must expressly indicate compliance with each and every insurance requirement specified in this Section 14. County shall maintain current certificate(s) of insurance at all times in the office of the Facility Administrative Lieutenant and Contract Monitor as a condition precedent to any payment under this Agreement. Approval of insurance by County or acceptance of the certificate of insurance by County shall not relieve or decrease the extent to which the Contractor may be held responsible for payment of damages resulting from Contractor's services pursuant to the Agreement, nor shall it be deemed a waiver of County's right to insurance coverage hereunder. Failure to provide these documents shall be grounds for immediate termination or suspension of this Agreement by County for material breach.

14.8. Increased Coverage

County is to be notified by Contractor immediately if any aggregate insurance limit is exceeded. In such event, additional coverage must be purchased to meet requirements.

14.9. Subrogation

Contractor agrees to waive all rights of subrogation against County, its boards, agencies, departments, officers, employees, agents, and volunteers for losses arising from services performed by Contractor under this Agreement.

14.10. Cross-Liability

All insurance provided by Contractor shall be primary as to any other insurance or self-insurance programs afforded to or maintained by the County and shall include a severability of interests or cross-liability provision in the following form:

"Such insurance as is afforded by this policy shall be primary and if the COUNTY has other valid and collectible insurance, that other insurance shall be excess and non-contributory."

15. Confidential Information

15.1. Protection Obligations

15.1.1. Access and Protection. During the term of the Agreement, Contractor and County will have access to and become acquainted with each party's Confidential Information. Except for disclosure pursuant to Section 15.1.2 (below), County and

Contractor, and each of their officers, employees and agents, shall, subject to State laws and regulations and in accordance with this Section 15.1.1, maintain all Confidential Information of the other party in confidence and at least to the extent as it protects the confidentiality of its own proprietary information of like kind, but in no event with less than reasonable care. Neither party will at any time use, publish, reproduce or disclose any Confidential Information, except to authorized employees, contractors and agents requiring such information under confidentiality requirements no less restrictive than this Section 15.1.1, as authorized in writing by the other party, as otherwise specifically permitted herein, or to perform its obligations as authorized hereunder. Both parties shall take all steps necessary, including without limitation oral and written instructions to all staff to safeguard, in accordance with applicable federal, State and County law, regulation, codes, and this Section 15.1.1, the other party's Confidential Information against unauthorized disclosure, reproduction, publication or use, and to satisfy their obligations under this Agreement. Each party agrees that prior to disclosing any Confidential Information of the other party to any third party, it will obtain from that third party a written acknowledgment that such third party will be bound by the same terms as specified in this Section 15.1.1 with respect to the Confidential Information. In addition to the requirements expressly stated in this Section 15.1.1, Contractor and its Subcontractors will comply with any policy, rule, or reasonable requirement of County, the State and the federal government that relates to the safeguarding or disclosure of information relating to applicants and recipients of County's services, Contractor's operations, or the services performed by Contractor under this Agreement.

15.1.2. Public Records. Notwithstanding the above, Contractor acknowledges that this Agreement shall be a public record under State law. Any specific information that is claimed by Contractor to be Confidential Information must be clearly identified as such by Contractor. To the extent consistent with State law, including exemptions from the Public Records Act for medical records as provided in Government Code §6254, County will maintain the confidentiality of all such information marked Confidential Information. If a request is made to view Contractor's Confidential Information, County will notify Contractor of the request and of the date that any such records will be released to the requester unless Contractor obtains a court order enjoining that disclosure. If Contractor fails to obtain the court order enjoining disclosure, County will release the identified requested information on the date specified.

15.1.3. Security Requirements. Each party, and its officers, employees, subcontractors and agents shall at all times comply with all security standards, practices, and procedures which are equal to or exceed those of County and which the other party may establish from time-to-time, with respect to information and materials which come into each party's possession and to which such party gains access under this Agreement. Such information and materials include without limitation all Confidential Information.

15.2. Audit

County reserves the right to monitor, audit or investigate Contractor's use of County Confidential Information collected, used, or acquired by Contractor under this Agreement.

15.4. Injunctive Relief and Indemnity

15.4.1. Contractor shall immediately report to County any and all unauthorized disclosures or uses of County's Confidential Information of which it or its staff is aware or has knowledge. Contractor acknowledges that any publication or disclosure of County's Confidential Information to others may cause immediate and irreparable harm to County. If Contractor should publish or disclose such Confidential Information to others without authorization, County shall immediately be entitled to injunctive relief or any other remedies to which it is entitled under law or equity without requiring a cure period. Contractor shall indemnify, defend, and hold harmless County from all damages, costs, liabilities and expenses (including without limitation reasonable attorneys' fees) caused by or arising from Contractor's failure to protect County's Confidential Information. As a condition to the foregoing indemnity obligations, County will provide Contractor with prompt notice of any claim of which County is aware and for which indemnification shall be sought hereunder and shall cooperate in all reasonable respects with Contractor in connection with any such claim.

15.4.2. County will immediately report to Contractor any and all unauthorized disclosures or uses of Contractor's Confidential Information of which County is aware or has knowledge. County acknowledges that any publication or disclosure of Contractor's Confidential Information to others may cause immediate and irreparable harm to Contractor. If County should publish or disclose such Confidential Information to others without authorization, Contractor shall immediately be entitled to injunctive relief or any other remedies to which it is entitled under law or equity without requiring a cure period.

15.5. Nondisclosure of Other County Information

The use or disclosure by Contractor of any County information not necessary for, nor directly connected with, the performance of Contractor's responsibility with respect to services is prohibited, except upon the express written consent of County.

15.6. Exceptions

The following information shall not be considered Confidential Information for the purposes of this Agreement: information previously known when received from the other party; information freely available to the general public; information which now is or hereafter becomes publicly known by other than a breach hereof; information which is developed by one party independently of any disclosures made by the other party of such information; or information which is disclosed by a party pursuant to subpoena or

other legal process and which as a result becomes lawfully obtainable by the general public.

15.7. Survival

The provisions of this Section shall remain in effect following the termination or expiration of this Agreement.

16. Additional Indemnifications

16.1. General

Contractor agrees to the following terms and conditions:

- a) County shall notify Contractor of any claim presented to County arising from the provision of Contractor's services under the contract,
- b) Contractor and County shall cooperate in investigating any claim,
- c) Contractor shall provide County with a prompt response to any tender of defense resulting from a claim, late claim, late claim petition or lawsuit,
- d) Contractor shall notify County of counsel who will defend the action,
- e) Contractor shall copy County with all relevant documents, including correspondence and pleadings generated in any case accepted by Contractor;
- f) Contractor and County shall cooperate to the extent practical in the defense of any case,
- g) Contractor shall provide advance written notice to County of any settlement conference; and
- h) No case shall be settled without prior notice to County.

16.2 Mutual Indemnification

Contractor shall, at its expense, indemnify, defend, and hold harmless County, its employees, officers, directors, contractors and agents from and against any losses, liabilities, damages, penalties, costs, fees, including without limitation, reasonable attorneys' fees, and expenses from any claim or action, including without limitation for property damage, bodily injury or death, caused by or arising from the negligent acts or omissions or willful misconduct of Contractor, its officers, employees, agents, or Subcontractors. County shall promptly give Contractor notice of such claim.

County shall, at its expense, indemnify, defend, and hold harmless Contractor, its employees, officers, directors, contractors and agents from and against any losses, liabilities, damages, penalties, costs, fees, including without limitation, reasonable attorneys' fees, and expenses from any claim or action, including without limitation, for property damage, bodily injury or death, caused by or arising from the negligent acts or omissions or willful misconduct of County, its officers, employees, agents, or Subcontractors. Contractor shall promptly give County notice of such claim.

17. Termination

17.1. Termination for Contractor's Material Breach

If Contractor fails to cure any material breaches of this Agreement which are described in a written Notice from the County within 30 days of receipt of such Notice, this Agreement may be terminated immediately, in whole or in part, by Notice from County to Contractor. The option to terminate shall be at the sole discretion of County.

17.2. Termination for Conflict of Interest

County may terminate this Agreement under Section 17.1 (Termination for Contractor's Material Breach) by Notice to Contractor if County determines, after due notice and examination, that any party has violated the Political Reform Act, State Government Code §§87100-87500 and/or or any other laws regarding ethics in public acquisitions and procurement and performance of contracts, including, but not limited to California Government Code §§1090-1098.

17.3. Termination for County's Nonpayment

If County fails to pay Contractor's undisputed, material Costs for services when due under the Agreement and fails to make such payments within 120 days of receipt of Notice from Contractor of the failure to make such payments, Contractor may, by giving Notice to County, terminate this Agreement as of a date specified in the Notice of termination. Contractor shall not have the right to terminate the Agreement for County's breach of the Agreement except as provided in this Section.

17.4. Termination Remedies

17.4.1. In the event of termination of this Agreement by County under Sections 17.1-17.3, County shall, in addition to its other available remedies, have the right to procure the medical services that are the subject of this Agreement on the open market and Contractor shall be liable for all damages, including, but not limited to the cost difference between the original Agreement price for the medical services and the replacement costs of such medical services acquired from another vendor.

17.4.2. If it is determined for any reason the failure to perform is not within the Contractor's control, fault, or negligence, the termination by County under Sections 17.1-17.3 shall be deemed to be a termination for convenience under Section 17.5.

17.5 Termination for Convenience

17.5.1. In addition to the other rights to terminate, either party may terminate this Agreement, in whole or in part for convenience, by one-hundred twenty (120) Days Notice to the other party. County's invocation of Section 17.6 (Termination for Non-allocation of Funds), shall be deemed a Termination for Convenience but shall not require such one-hundred twenty (120) Days Notice.

17.5.2. During this one-hundred twenty (120) Days Notice period, Contractor shall wind down and cease its operations as quickly and efficiently as reasonably possible, without performing unnecessary services or activities and by minimizing negative effects on County from such winding down and cessation of operations. If this Agreement is so terminated, County shall be liable only for payment in accordance with the terms of this Agreement for services satisfactorily rendered prior to the effective date of termination.

17.5.3. In case of such termination for convenience, County shall pay to Contractor the amount of the last invoice plus any pro-rata amount for services rendered for a partial month, if applicable, up until the date of termination. In the event that County and Contractor agree upon the amount to be paid, County shall pay such sums to Contractor. In the event that the County believes that it should pay less than that charged by Contractor for such services, County shall pay to Contractor the undisputed amount and Contractor may pursue its legal and equitable remedies to recover any additional amount claimed due.

17.6. Termination for Non-allocation of Funds

If funds are not allocated to continue this Agreement in any future period, County may terminate this Agreement under Section 17.5 (Termination for Convenience). County shall not be obligated to pay any further fees for services for such future period, but County shall make payments for services and Contractor's costs as provided in Section 17.5.3. County agrees to notify Contractor of such non-allocation at the earliest reasonable time.

17.7. Termination Procedure

17.7.1. Upon termination of this Agreement, County, in addition to any other rights provided in this Agreement, may require Contractor to destroy or deliver to County any Confidential Information and Property.

17.7.2. After receipt of a Notice of termination, and except as otherwise directed by County, Contractor shall:

a) Stop work under this Agreement on the date, and to the extent specified, in the Notice;

b) Complete performance of such part of this Agreement as shall not have been terminated by County;

c) Take such reasonable action as may be necessary, or as the Facility Administrative Lieutenant and Deputy Chief of Probation Institutions may direct, for the protection and preservation of the Confidential Information and Property related to this Agreement that is in the possession of Contractor and in which County has an interest;

d) Transfer title to County and deliver in the manner, at the times, and to the extent directed by the Facility Administrative Lieutenant and Deputy Chief of Probation Institutions, any Confidential Information and Property which is required to be furnished to County pursuant to this Agreement; and

e) Provide written certification to County that Contractor has destroyed or surrendered to County all such Property.

17.8.3. Upon Contractor's receipt of Notice of termination of the Agreement by County, Contractor shall provide any turnover assistance services necessary to enable County or its designee to effectively close out the Agreement and move the work to another vendor or to perform the work by itself.

18. General Conditions

18.1. Assignment

Contractor may not assign or transfer this Agreement or any of its rights hereunder, or delegate any of its duties hereunder, without the prior written consent of the County, provided that any permitted assignment shall not operate to relieve Contractor of any of its duties and obligations hereunder, nor shall such assignment affect any remedies available to County that may arise from any breach of the provisions of this Agreement or warranties made herein including but not limited to, rights of setoff. County may assign this Agreement to any public agency, commission, board, or the like, within the political boundaries of the County and may delegate its duties in whole or in part without the consent of Contractor. Any attempted assignment, transfer or delegation in contravention of this Section of the Agreement shall be null and void. This Agreement shall inure to the benefit of and be binding on the parties hereto and their permitted successors and assigns.

18.2. Authority

Neither party shall have authority to bind, obligate or commit the other party by any representation or promise without the prior written approval of the other party.

18.3. Binding Effect

Each party agrees that the Agreement binds it and each of its employees, agents, independent contractors, and representatives.

18.4. Claims

Contractor must submit claims against County within the earlier of one and a half years from the date upon which Contractor knew of the existence of the claim or one and a half years from expiration or termination of the Agreement. No claims shall be allowed unless Notice of such claim has been given within the above-described time period. Contractor must submit such claims to the Facility Administrative Lieutenant and Deputy Chief of Probation Institutions or his or her designee in the form and with the certification prescribed by the Facility Administrative Lieutenant and Deputy Chief of Probation Institutions or his or her designee. Upon failure of Contractor to submit its claim within the time allowed, all rights to seek amounts due on account of such claims shall be waived and forever barred. Submission of such claims against County shall be, except as provided in Sections 15.4.2 and 17.3, Contractor's sole and exclusive remedy in the event that County breaches this Agreement.

18.5. Compliance With Civil Rights Laws

18.5.1 No individual shall be excluded from participation in, denied the benefits of, subjected to discrimination under, or denied employment in the

administration of or in connection with any program provided by this Contract because of race, color, creed, marital status, religion, sex, sexual orientation, national origin, Vietnam era or disabled veteran's status, age, the presence of any sensory, mental or physical disability, or political affiliation or belief.

18.5.2. During the performance of this Contract, Contractor shall comply with all federal, State and County nondiscrimination laws, including but not limited to:

Title VII of the Civil Rights Act, 42 U.S.C. § 12101, et seq.; the Americans with Disabilities Act (ADA); and the provisions of the Fair Employment and Housing Act (Government Code Section 12900, et seq.) and the applicable regulations promulgated thereunder in the California Code of Regulations (Title 2, Section 7285.0, et seq.); and Article XIII, Chapter 2 of the Santa Barbara County Code. In the event of Contractor's noncompliance or refusal to comply with any nondiscrimination law, regulation or policy, this Contract may be rescinded, canceled or terminated in whole or in part under Section 17.1 (Termination for Material Breach), and Contractor may be declared ineligible for further contracts with County. Contractor shall be given a reasonable time in which to cure noncompliance. In addition to the cancellation of this Contract, Contractor may be subject to penalties under federal and state law.

18.5.3. Contractor shall promptly notify the Equal Opportunity Office of County of any administrative enforcement actions or lawsuits filed against it alleging discrimination on the ground of race, color, religion, sex, national origin, age, disability, political affiliation or belief. The Equal Opportunity Office will notify the Director, Directorate of Civil Rights, Office of the Assistant Secretary for Administration and Management, U.S. County of Labor.

18.6. Conflicts Between Documents; Order of Precedence

In the event that there is a conflict between the documents comprising the Agreement, the following order of precedence shall apply:

- 18.6.1. Applicable federal and State laws, regulations and policies;
- 18.6.2. The terms and conditions in the body of this Agreement;
- 18.6.3. Exhibit A (Staffing Schedule);
- 18.6.4. Exhibit B (County Exceptions to Section D of the Response);
- 18.6.5. Exhibit C (Section D of the Response);
- 18.6.6. Exhibit D (Average Hourly Wage by Position)

18.7. Counterparts

This Agreement may be executed in counterparts or in duplicate originals. Each counterpart or each duplicate shall be deemed an original copy of this Agreement signed by each party for all purposes.

18.8. Covenant Against Contingent Fees

18.8.1. Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this Agreement upon any contract or understanding for a commission, percentage, brokerage, or contingent fee, *except* bona fide employees or a bona fide brokerage, established commercial or selling agency of Contractor.

18.8.2. In the event of breach of this Section by Contractor, County shall have the right to either annul this Agreement without liability to County, or, in County's discretion, deduct from payments due to Contractor, or otherwise recover from Contractor, the full amount of such commission, percentage, brokerage, or contingent fee.

18.9. Cooperation of Parties

The parties agree to fully cooperate with each other in connection with the performance of their respective obligations and covenants under this Agreement.

18.10. Debarment and Suspension

Contractor certifies to County that it and its principals are not debarred, suspended, or otherwise excluded from or ineligible for, participation in federal, State or county government contracts. Contractor certifies that it shall not contract with a Subcontractor that is so debarred or suspended.

18.11. Entire Agreement; Acknowledgement of Understanding

County and Contractor acknowledge that they have read the Agreement and the attached Exhibits which are incorporated herein by this reference, understand them and agree to be bound by their terms and conditions. Further, County and Contractor agree that the Agreement and Exhibits are the complete and exclusive statement of the Agreement between the parties relating to the subject matter of the Agreement and supersede all letters of intent or prior contracts, oral or written, between the parties relating to the subject matter of the Agreement.

18.12. Force Majeure

Neither Contractor nor County shall be liable or responsible for delays or failures in performance resulting from events beyond the reasonable control of such party and

without fault or negligence of such party. Such events shall include but not be limited to acts of God, strikes, lockouts, riots, acts of war, epidemics, acts of government, fire, power failures, nuclear accidents, earthquakes, unusually severe weather, acts of terrorism, or other disasters, whether or not similar to the foregoing.

18.13. Governing Law

This Agreement shall be governed in all respects by the law and statutes of the State of California, without reference to conflict of law principles. The exclusive jurisdiction and venue of any action hereunder shall be in the State courts of Santa Barbara County. Contractor accepts the personal jurisdiction of such courts.

18.14. Headings

The headings throughout the Agreement are for reference purposes only, and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Agreement.

18.15. Independent Status of Contractor

The parties hereto, in the performance of this Agreement, will be acting in their individual, corporate or governmental capacities and not as agents, employees, partners, joint venturers, or associates of one another. The parties intend that an independent contractor relationship will be created by this Agreement. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purpose whatsoever. Contractor shall not make any claim of right, privilege or benefit that would accrue to an employee under applicable California law.

18.16. Legal and Regulatory Compliance

The medical services to be performed pursuant to this Agreement shall be performed in a manner that complies with all applicable federal, State, and County laws, regulations, codes, standards and ordinances during the term of this Agreement, including but not limited to Sheriff and Probation State Minimum Standards. In the event that any medical services performed are subsequently found to be in violation of such laws, regulations, codes, standards and ordinances, Contractor shall be solely responsible for taking necessary action for coming into compliance.

18.17. Licensing Standards

Contractor shall comply with all applicable County, State, and federal licensing requirements and standards necessary in the performance of this Agreement (e.g. Business License, Professional Licenses, operating permits).

18.18. Lobbying Activities

Contractor shall comply with all certification and disclosure requirements prescribed by Section 319, Public Law 101-121 (31 U.S.C. § 1352) and any implementing regulations.

18.19. Modifications and Amendments

18.19.1. No modification, amendment, alteration, addition or waiver of any Section or condition of this Agreement shall be effective or binding unless it is in writing and signed by an authorized representative of Contractor and County.

18.19.2. Only the Custody Staff authorized by the Chief Deputy of Custody Operations and Deputy Chief of Probation Institutions or authorized delegate by writing (with the delegation to be made prior to action) shall have the express, implied, or apparent authority to alter, amend, modify, or waive any clause or condition of this Agreement on behalf of County. Furthermore, any alteration, amendment, modification, or waiver of any clause or condition of this Agreement is not effective or binding until made in writing and signed by the Custody Staff authorized by the Chief Deputy of Custody Operations and Deputy Chief of Probation Institutions or authorized delegate in writing as aforesaid and Contractor, unless otherwise provided herein.

18.19.3. Contractor shall notify County of the names of individuals who have authority to bind Contractor to modifications to the Agreement and of the limits of such authority at the time Contractor executes this Agreement and at such other times as required.

18.20. Non-waiver

Except as otherwise specifically provided herein, any failure or delay by either party to exercise or partially exercise any right, power or privilege under the Agreement shall not be deemed a waiver of any such right, power, or privilege under the Agreement. Any waivers granted by County for breaches hereof shall not indicate a course of dealing of excusing other or subsequent breaches. Contractor agrees that County's pursuit nor non-pursuit of a remedy under this Agreement for Contractor's breach of its obligations will neither constitute a waiver of any such remedies or any other remedy that County may have at law or equity for any other occurrence of the same or similar breach, nor estop County from pursuing such remedy.

18.21. Notice of Delay

When either party has knowledge that any actual or potential situation is delaying or threatens to delay the timely performance of this Agreement, that party shall, within five working days, give notice thereof, including all relevant information with respect thereto, to the other party.

18.22. Notices

18.22.1. Any notice or demand or other communication required or permitted to be given under this Agreement or applicable law shall be effective if and only if it is in writing, properly addressed, and either delivered in person, or by a recognized courier service, or deposited with the United States Postal Service as first-class certified mail, postage prepaid, certified mail, return receipt requested, via facsimile or by electronic mail, to the parties at the addresses and fax number, and email addresses set forth below:

County: Contract Monitor (for Probation Department)

 Facility Administrative Lieutenant (for Sheriff's Department)

Contractor: Prison Health Services, Inc.
 105 Westpark Drive, Suite 200
 Nashville, TN 37027
 Attn: President

With a copy to: Prison Health Services, Inc.
 105 Westpark Drive, suite 200
 Nashville, TN 37027
 Attn: General Counsel

18.22.2. Notices shall be effective upon receipt or four business days after mailing, whichever is earlier. The Notice address as provided herein may be changed by Notice given as provided above.

18.23. Publicity

The award of this Agreement to Contractor is not in any way an endorsement of Contractor or Contractor's services by County and shall not be so construed by Contractor in any advertising or publicity materials. Contractor agrees to submit to the Facility Administrative Lieutenant and Deputy Chief of Probation Institutions all advertising, sales promotion, and other publicity matters relating to this Agreement wherein County's name is mentioned or language used from which the connection of County's name therewith may, in County's judgment, be inferred or implied. Contractor further agrees not to publish or use such advertising, sales promotion, or publicity matter without the prior written consent of County. Contractor shall not in any way contract on behalf of or in the name of County. Nor shall Contractor release any informational pamphlets, notices, press releases, research reports, or similar public notices concerning this project without obtaining the prior written approval of County. Nothing in this paragraph shall preclude Contractor from publicly announcing the award or execution of this Agreement.

18.24. Remedies

Unless a remedy is specifically designated as exclusive, no remedy conferred by any of the specific provisions of the Agreement is intended to be exclusive of any other remedy, and each and every remedy shall be cumulative and shall be in addition to every other remedy given hereunder, now or hereafter existing at law or in equity or by statute or otherwise. The election of any one or more remedies by either party shall not constitute a waiver of the right to pursue other available remedies.

18.25. Severability

If any term or condition of this Agreement or the application thereof to any person(s) or circumstances is held invalid, such invalidity shall not affect other terms, conditions, or applications which can be given effect without the invalid term, condition, or application; to this end the terms and conditions of this Agreement are declared severable.

18.26. Sovereign Immunity

The parties expressly agree that no provision of this Agreement is in any way intended to constitute a waiver by County of any immunities from suit or from liability that County may have by operation of law.

18.27. Subpoena

In the event that a subpoena or other legal process commenced by a third party in any way concerning the services provided pursuant to this Agreement is served upon Contractor or County, such party agrees to notify the other party in the most expeditious fashion possible following receipt of such subpoena or other legal process. Contractor and County further agree to cooperate with the other party in any lawful effort by such other party to contest the legal validity of such subpoena or other legal process commenced by a third party as may be reasonably required and at the expense of the party to whom the legal process is directed, except as otherwise provided herein in connection with defense obligations by Contractor for County.

18.28. Survival

All services performed and Deliverables provided pursuant to the authority of this Agreement are subject to all of the terms, conditions, price discounts and rates set forth herein, notwithstanding the expiration of the initial term of this Agreement or any extension thereof. Further, the terms, conditions and warranties contained in this Agreement that by their sense and context are intended to survive the completion of the performance, cancellation or termination of this Agreement shall so survive. In addition, the terms of Sections 8.2 (Records Retention and Access Requirements), Section 8.12 (Accounting Requirements), Section 15 (Confidential Information) and Section 19 (Additional Indemnifications) shall survive the termination of this Agreement.

18.29. Waiver

Waiver of any breach of any term or condition of this Agreement shall not be deemed a waiver of any prior or subsequent breach. No term or condition of this Agreement shall be held to be waived, modified or deleted except by a written instrument signed by the parties hereto.

18.30. Extension of Agreement. 180 Days prior to the expiration of this Agreement, the parties shall confer and decide whether to extend the Agreement, as provided in Section 2 of the Agreement, or to allow the Agreement to expire.

The parties hereto, having read this Agreement in its entirety, including all attachments hereto do agree thereto in each and every particular.

IN WITNESS WHEREOF, the parties have set their hands hereunto as of the Effective Date.

**ATTEST:
MICHAEL F. BROWN
CLERK OF THE BOARD**

COUNTY OF SANTA BARBARA

By:

By: _____
Deputy

Chair, Board of Supervisors

Date: _____

**APPROVED AS TO FORM:
SHERIFF JIM ANDERSON
SHERIFF'S DEPARTMENT**

**APPROVED AS TO FORM:
R. SCOTT DUPREE, CHIEF
PROBATION DEPARTMENT**

By: _____

By: _____

**APPROVED AS TO FORM:
STEPHEN SHANE STARK
COUNTY COUNSEL**

**APPROVED AS TO ACCOUNTING FORM:
ROBERT W GEIS, CPA
AUDITOR-CONTROLLER**

By: _____
Deputy County Counsel

By: _____
Deputy

**APPROVED AS TO INSURANCE
FORM:
RAY AROMATORIO
RISK PROGRAM ADMINISTRATOR**

By: _____

Agreement for Services of Contractor on Payroll between the **County of Santa Barbara** and Prison Health Services, Inc.

IN WITNESS WHEREOF, the parties have executed this Agreement to be effective on July 1, 2006.

CONTRACTOR

BY: _____
Richard Hallworth, President, CEO
Prison Health Services, Inc.

DATE: _____

**Prison Health Services Inc.
Proposed Staffing for
Santa Barbara County**

Santa Barbara County Jail

POSITION	Mon	Tue	Wed	Thu	Fri	Sat	Sun	TBS*	Hrs/ Wk	FTE
DAY SHIFT										
Medical Director/Physician	8	8	8	8	8				40	1.00
Dentist	8		4						12	0.30
HSA								32	32	0.80
DON	8	8	8	8	8				40	1.00
Administrative Assistant	8	8	8	8	8				40	1.00
Medical Records	24	24	24	24	24				120	3.00
RN, Sick Call	8	8	8	8	8				40	1.00
RN	10	10	10	10	10	10	10		70	1.75
LVN, Doctor Clinic	8	8	8	8	8				40	1.00
TOTAL HOURS/FTE-Day									434	10.85
EVENING SHIFT										
RN	10	10	10	10					40	1.00
RN				10	10	10	10		40	1.00
LVN Med Pass	10	10	10	10					40	1.00
LVN Med Pass				10	10	10	10		40	1.00
LVN, Float	10	10	10	10					40	1.00
RN, 14 day evaluations	8	8	8	8	8				40	1.00
TOTAL HOURS/FTE-Evening									240	6.00
NIGHT SHIFT										
RN	10	10	10	10	10	10	10		70	1.75
LVN Med Pass	10	10	10	10	10	10	10		70	1.75
TOTAL HOURS/FTE-Night									140	3.50
TOTAL HOURS/FTE per week									814	20.35

*TBS= To be scheduled

Exhibit B
County Exceptions to Section D of the Response

Immunizations

Page D.17

As referenced in agreement Section 4.3.1

RN at Santa Maria Sub-Station

Page D. 23

At this time the County will not implement this option.

Automated Intake System

Page D. 25

At this time the County will not implement this option.

Booking Nurse

Page D. 26

At this time the County will not implement this option.

Case Management Discharge Planner

Page D.37

At this time the County will not implement this option

Pharmaceutical Management

Page D.38

At this time the County will not contract with Secure Pharmacy through PHS.

SECTION D: RFP RESPONSE PLAN

D.1 Scope of Work (Pg. 10-14)

The medical services that will be provided and the subsequent claims are of a confidential nature. Staff reviewing medical records and handling claims will maintain confidentiality of records. Confidentiality guidelines shall be consistent with all local, State and Federal requirements and mandates governing confidentiality and privacy rights, to include the Health Insurance Portability and Accountability Act (HIPAA). The selected Contractor may be required to sign a "Business Associate" agreement with the County of Santa Barbara that covers HIPPA compliance.

The following services are excluded from this proposal for the County Probation Department:

1. Mental health services (Provided by the County's Alcohol, Drug and Mental Health Services Department (ADMHS))
2. Emergency room visits
3. Hospitalizations
4. Dental

For the Probation facilities, Contractors are to submit a bid that includes all medical care and pharmaceutical costs*.

RESPONSE REQUIRED- ACKNOWLEDGED; however, please refer to Section F for clarifications.

For the Sheriff's facilities, Contractors are to submit a bid that includes costs for all medical care, dental, emergency room visits, hospitalizations and pharmaceuticals. *.

Mental health services are excluded for Sheriff Facilities; (Provided by the County's Alcohol, Drug and Mental Health Services Department (ADMHS))

The Sheriff will reserve the right to exclude emergency room visits; hospitalizations, pharmaceuticals and other referred clinical costs from the contractor's scope of work.

RESPONSE REQUIRED – ACKNOWLEDGED

*See form "5.4 Cost Proposal"

RESPONSE REQUIRED – ACKNOWLEDGED

PHS has completed the required 5.4 Cost Proposal Forms which can be found in **Section E: Forms and Schedules.**

Additionally, the Public Health Department will provide Utilization Review services, which consists of reviewing claims, assigning appropriate reimbursement rates and providing quarterly reports.

The primary contacts within the Probation Department will be the Probation Managers in the Detention Facilities for on-going operational issues, the Chief Financial Officer for budget modification and the Deputy Chief for program modification.

The primary contacts within the Sheriff Department will be the Jail Operations Lieutenant for on-going operational issues, the Chief Financial Officer for budget modification and the Chief Deputy for program modification.

D.1.1 Staffing Plan Section (Pg. 11)

Facilities Medical Services. The Contractor will be responsible for providing medical services for all detainees/inmates in the County's institutions described in section 2.3. The contractor will provide the staff, medical/office supplies and medical equipment and all reagents necessary to accomplish all aspects of the Scope of Work. *

Contractor shall submit and recommend a *complete and detailed staffing plan* that considers the needs of the combined departments facilities. The staffing plan by site shall include the total number of full-time equivalent (FTEs) employees by position/title and license/certification. Include organizational chart and total number of positions per shift and on holidays. Provide job descriptions for all staff. Discuss recruitment practices, equal employment opportunities, staff training and development, orientation of new personnel, performance reviews, staff retention incentives, and degree of utilization of Registry personnel. Contractor shall provide a wage and benefits statement/package that covers all staff positions as provided for current and future employees.

RESPONSE REQUIRED - RESPONSES BELOW

*Sheriff: Equipment listed on Attachment 7.3 and listed as property of Sheriff (SBSO) will be available for use by the selected Contractor. Equipment listed as "PHS" is the property of the current Contractor.

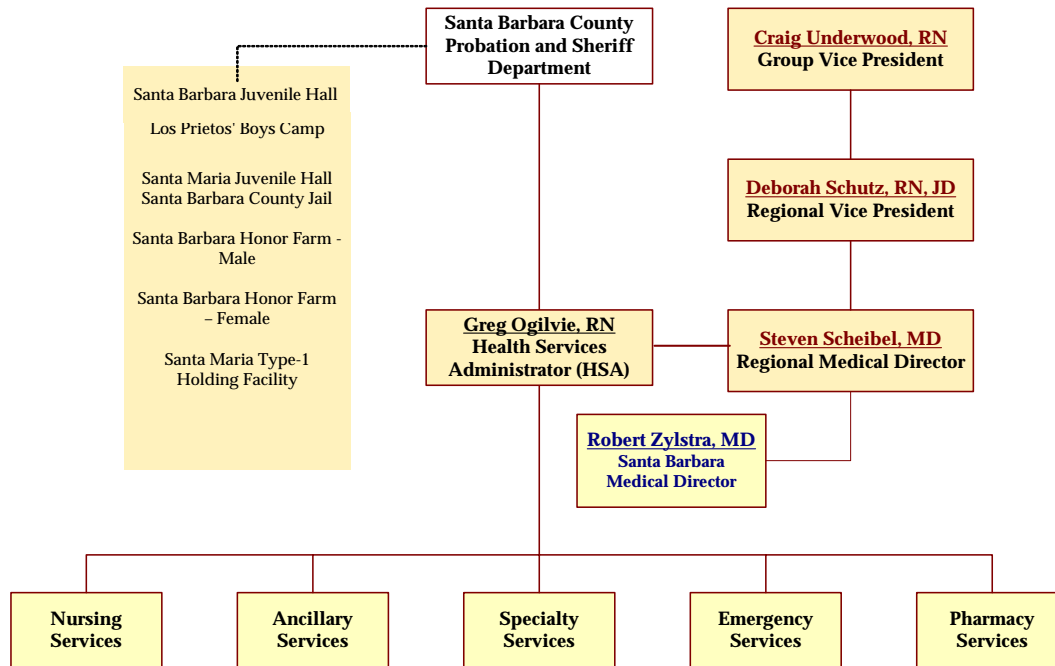
D.1.1.1 Staffing Plan (Pg. 11)

Removed: Now Exhibit A of Contract

D.1.1.2 Organizational Chart (Pg. 11)

In the following chart is our **Western Regional Team** and your PHS Corporate Contact with the extensive resources and depth of management expertise required to insure delivery of cost-effective, quality services to Santa Barbara County. Resumes and job descriptions for the following are in the **Attachments**.

Regional Organizational Chart



D.1.1.3 Job Descriptions (Pg. 11)

Craig Underwood, RN, Group Vice President, will be responsible for overall supervision of the Santa Barbara County program, including the organizational performance, strategic planning, administrative and financial oversight, client satisfaction, and contract compliance.

Deborah Schutz, RN, JD, Regional Vice President, will supervise a regional office staff with connecting management responsibility for a large field staff, and is responsible for achieving budgetary goals, maintaining high client satisfaction, ensuring that the contract achieves company goals and operates at a level to meet all local, state, and accreditation standards.

Steven Scheibel, MD will be the **Regional Medical Director** for Santa Barbara County, and he will be responsible for overall health care delivery for the jail facility. Dr. Scheibel will function under the supervision and guidance of the Chief Medical Officer. On-call services will be provided 24 hours per day, seven days per week as required by the RFP.

Robert S. Zylstra, MD, Medical Director for Santa Barbara County, will continue to be responsible for overall health care delivery for the six facilities. Dr. Zylstra will be under the supervision and guidance of the Regional Medical Director and Chief Medical Officer. Dr. Zylstra will continue to provide on-call services 24 hours per day, seven days per week as required by the RFP.

Greg Ogilvie, RN, the Health Services Administrator (HSA), will continue to have general responsibility for the successful delivery of health care for the Santa Barbara County. This position will continue to provide a minimum of forty hours (40) per week of on-site services. He will continue to be responsible for employee hiring, staff development, case management, policy and procedure development and implementation and supervision and coordination of agency service, physician, consultant and ancillary service providers. Greg will continue to be a professional administrator, a knowledgeable leader and community health care liaison. He will continue to work closely with the local public health clinics in identifying and treating detainees with infectious disease. He will be on call 24 hours/7 days a week.

Other Positions

Following are brief summaries/job descriptions of many other positions PHS will be hiring to provide healthcare for the Santa Barbara inmates/detainees:

Physician - Provides and supervises medical care to inmates, evaluates medical program and medical services provided, evaluates patient care required or administered, evaluates condition and adequacy of treatment facilities, evaluates need for and condition of necessary medical equipment and conditions of non-medical nature that relate to general medical and health needs of inmates.

Director of Nursing (RN) - Directs and supervises nursing services at the jail and plans and directs activities to provide optimal care. Directs assignments and activities of professional nursing personnel, evaluates their performance, and evaluates patient care administered, facility conditions, and equipment.

Registered Nurse – Conducts nursing sick call, can do routine physical exams, and responds to emergencies within the facility.

Licensed Vocational Nurse - Provides direct nursing care in a jail setting while observing and maintaining the requirements of security.

Medical Records - Works under the supervision of the Health Services Administrator to provide a broad range of clerical duties to ensure proper handling, organization and the preservation of all medical records

Administrative Assistant – Answers phones and performs secretarial tasks for the HSA; assists with payroll; maintains personnel benefits and records; compiles inmate justice statistics; monitors accounts payable and billing; schedules outpatient appointments and arranges for transportation; orders supplies and does inventory with the assistance of the MA; and inputs monthly QA data into the computer.

Dentist - Provides and supervises dental care of inmates; evaluates dental health program and dental services provided; evaluates patient care required or administered, dental operatory conditions, and equipment in use; functions as a consultant to the MDC Medical Director; and monitors need for dental supplies and equipment.

Please refer to the **Attachments** for more complete job descriptions of these positions.

D.1.1.4 Recruitment and Retention (Pg. 11)

PHS will continue to offer Santa Barbara County a demonstrated track record of success to meet expectations for maintaining a full complement of qualified correctional health professionals, support and ancillary personnel.

PHS acknowledges the difficulty of recruiting and retaining quality staff in this environment. We maintain a fully staffed human resources department charged with the recruitment, development and retention of an exemplary workforce nationwide. Recruitment efforts for Santa Barbara County Institutions will be facilitated through the Regional Office in Alameda, California, with support from the Corporate Office in Brentwood, Tennessee. Working in collaboration with the PHS implementation team and PHS's personnel at other California sites, aggressive recruitment and retention strategies will be developed and implemented as needed.

For more information, please refer to **Section D.5.3 Recruitment and Retention** under the **Contract Deliverables**.

D.1.1.5 Equal Employment Opportunities (Pg. 11)

It is the policy of our company to provide equal employment opportunities to all qualified employees and applicants for employment without regard to race, color, religion, sex, age, or national origin. This policy extends to the disabled, disabled veterans, and veterans of the Vietnam era. This policy relates to all phases of employment, including but not limited to recruiting, placement, upgrading, demotion, transfer, termination, rates of pay or other forms of compensation, selection for training, educational assistance and use of all facilities and participation in company-sponsored employee activities. Anyone who uses language or displays conduct (including any form of harassment) which reflects negatively on any race,

color, religion, age, national origin, the disabled or veterans, including veterans of the Vietnam era may be subject to disciplinary actions up to and including discharge. Anyone in a supervisory capacity who permits such language or conduct without properly disciplining the offender will likewise be subject to appropriate disciplinary action up to and including discharge. Language or conduct given in jest or fun will be treated as though it were by intention.

D.1.1.6 Staff Training and Development (Pg. 11)

PHS will continue to offer training opportunities to staff, as detailed below:

Management Training

The Santa Barbara County Health Services Administrator will participate in a five-day intensive training seminar held at the PHS Corporate office in Brentwood, Tennessee. The program includes topics about PHS' philosophy and expectations for employees relative to standards and ethics, information about the resources available for site-level support and operational infrastructure knowledge such as claims, human resource support, KRONOS payroll systems, and other important considerations for on-the-job success.

Health Services Administrators have a critical role in meeting client's needs in the day-to-day working environment, ongoing management of site-level personnel and linkage to community resources for discharge planning. Through this program, PHS is able to provide necessary administrative and corporate-level support to our Health Services Administrators in the field.

Education Materials

PHS considers it a privilege and responsibility to serve as a source of continuing education within the field of correctional healthcare. **To meet that need, PHS employs Connie Thran, RN, as our Director of Education and Training.** Ms. Thran is committed to the process and value of our Continuing Education Program. As a Registered Nurse, she has held several positions with PHS since 1998: Health Services Administrator, Regional Health Educator and Quality Assurance Coordinator. Ms. Thran's partial scope of responsibilities includes education and clinical programs, as described below.

Education Programs

- ◆ Develop, manage and update the PHS New Employee Orientation Program for clinical services
- ◆ Manage the PHS Continuing Education Program

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- ◆ Annually develops a Continuing Education Calendar. This is the schedule of topics that will be addressed by the monthly PHS continuing education self-study packets. These topics will parallel the PHS Corporate QI Calendar
- ◆ Writes monthly Continuing Education self-study packets for the PHS Continuing Education Program (CEP)
- ◆ Develop patient education materials (Patient Information/Fact Sheets)
- ◆ Develop and maintains the educational literature and video library used by PHS sites

Clinical Programs

- ◆ Responsible for the development and distribution of the PHS Infection Control Program and manual. Ensures that the Infection Control Program is in compliance with national guidelines and is updated as necessary.
- ◆ Responsible for the development and distribution of the PHS Nursing Evaluation Tools (NET) Program. Ensures that the Evaluation Tools (nursing protocols) are in compliance with national guidelines and are updated as necessary.

Continuing Education Units (CEUs) for Nurses

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PHS ensures that our professional employees are not only credentialed but have access to ongoing CEUs to continually update their skills and knowledge-base in addition to meeting state-specific requirements. PHS continually reviews strategies for nurse retention and investment in training; professional resources and ongoing education are measures that assist in the retention of these highly valued employees.

As a sample of the training highlights, the following table outlines PHS' training calendar for 2006:

In-Service Training - 2006 Topics		
<u>January</u> "Suicide Prevention" <i>1.0 CEU Credit</i>	<u>February</u> "Diabetes" <i>1.0 CEU Credit</i>	<u>March</u> "Documentation and Communication" <i>1.0 CEU Credit</i>
<u>April</u> "Hypertension" <i>1.0 CEU Credit</i>	<u>May</u> "Renal Disease" <i>1.0 CEU Credit</i>	<u>June</u> "Orthopedic Injuries" <i>1.0 CEU Credit</i>
<u>July</u> "Asthma" <i>1.0 CEU Credit</i>	<u>August</u> "Women's Health in the Correctional Setting" <i>1.0 CEU Credit</i>	<u>September</u> "Updates in Mental Health" <i>1.0 CEU Credit</i>
<u>October</u> "Seizure Disorders" <i>1.0 CEU Credit</i>	<u>November</u> "HIV Update" <i>1.0 CEU Credit</i>	<u>December</u> "Pain Management" <i>1.0 CEU Credit</i>
Total CEU Credit Hours Available: 12.0!		

While the CEU calendar is updated annually, certain CE topics are addressed each year, such as those listed below:

- ◆ Nursing Assessment Skills.
- ◆ Infection Control.
- ◆ HIV Update.
- ◆ Medication Errors.

Clearly Delineated Objectives

Each CEU is designed with a specific set of objectives. For example, after completing the self-study CEU packet on the *Asthmatic Inmate*, learners should be able to:

1. Define and Describe Asthma.
2. List Potential Triggers of Asthma.
3. Identify Ways of Controlling Asthma.

CEU Components

In addition to outlining specific objectives, the company's CEUs typically include the following components:

INTRODUCTION – outlining the scope of the topic being addressed.

DEFINITIONS – clinical explanation of condition or disease state.

CORRECTIONAL HEALTH CARE ISSUES – potential applications for corrections-based environment.

QUALITY MONITORS – list of indicators to demonstrate compliance with and procedures.

ASSESSMENT FINDINGS – overview of common characteristics related to condition or disease state being studied.

TREATMENT – description of typical therapies, including medication, commonly prescribed.

PATIENT EDUCATION FOCUS – information to educate patients and provide instructions for prevention.

TEST QUESTIONS / ANSWERS – to allow learners to assess their comprehension of material.

D.1.1.7 New Personnel Orientation (Pg. 11)

PHS health care professional staff will receive orientation relevant to the health care operation within the Santa Barbara sites. PHS' orientation program is established by the corporate training department, but provided on-site under the direction of the Health Services Administrator. Each new employee is assigned to an experienced correctional nurse, who spends at least two weeks assisting the new hire in learning their assigned duties. We also arrange with the Custody Medical Liaison to have the new hire spend time with a Correctional Officer within the facility to learn security issues.

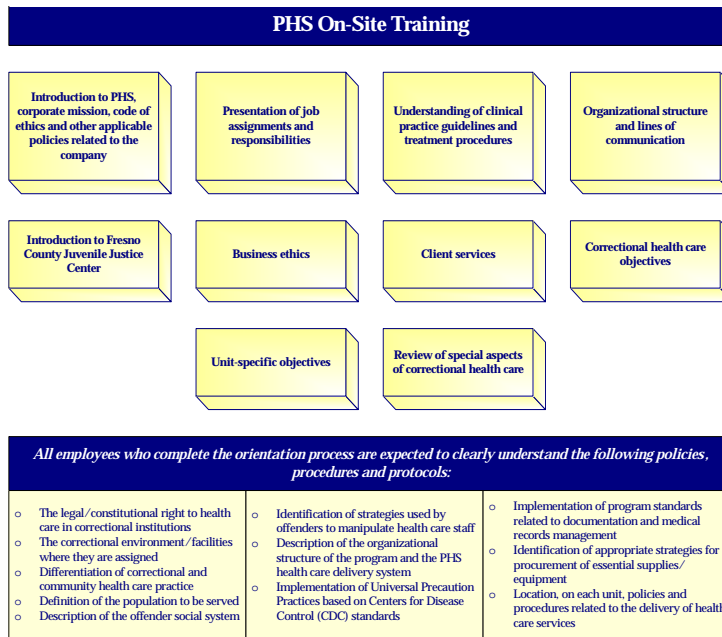
The following topics are covered, in a newly revised orientation manual, which is individualized to the specific policies and procedures of the Santa Barbara facilities:

- ◆ Introduction to PHS, corporate mission, code of ethics and other applicable policies related to the company
- ◆ Introduction to the Santa Barbara Institution
- ◆ Presentation of job assignments and responsibilities
- ◆ Review of special aspects of correctional health care
- ◆ Organizational structure and lines of communication, business ethics and client services
- ◆ Correctional health care objectives and unit-specific objectives
- ◆ Understanding of clinical practice guidelines and treatment procedures

All employees who complete the orientation process are expected to clearly understand the following policies, procedures and protocols:

- ◆ The legal/constitutional right to health care in correctional institutions.
- ◆ The correctional environment/facility where they are assigned.
- ◆ Differentiation of correctional and community health care practice.
- ◆ Definition of the population to be served; description of the offender social system.
- ◆ Identification of strategies used by offenders to manipulate health care staff.
- ◆ Description of the organizational structure of the program and the PHS health care delivery system.
- ◆ Implementation of Universal Precaution Practices based on Centers for Disease Control (CDC) standards.
- ◆ Implementation of program standards related to documentation and medical records management.
- ◆ Identification of appropriate strategies for procurement of essential supplies/equipment.
- ◆ Location, on each unit, policies and procedures related to the delivery of health care services.

Proper orientation and continual staff development and training are required to maintain quality care. It is PHS's policy to invest time, energy and capital resources in the proper orientation, training and development of its employees. The components of our Orientation Program are summarized below:



D.1.1.8 Performance Reviews

PHS will continue to conduct annual performance reviews on each of its employees. Deborah Schutz, RN, JD, Regional Vice-President will continue to do an annual performance review for the HSA. Greg Ogilvie, the HSA, will continue to do the reviews for the nursing staff, and Dr. Scheibel will conduct performance reviews for the Medical Staff. The non-exempt staff will have reviews in January and exempt staff will have reviews on the anniversary date of their employment.

D.1.1.9 Utilization of Registry Personnel (Pg. 11)

Although we prefer to have our own staff cover shifts, PHS does use agency nurses from time to time to fill positions that are difficult to recruit. However, when signing contracts with nursing agencies, we always reserve our right to hire these individuals as permanent staff. In this way, the use of agency nurses can be used as a recruitment tool. We can bring

nurses in to the jail that may have never tried correctional nursing. If they seem like good candidates, we recruit them for a permanent position as a PHS employee. The agency is usually paid a finders fee or we can initiate a buy-out clause. Recently, we had an agency nurse working night shifts regularly and we paid the agency \$3,000 to bring this nurse on board as a PHS employee.

D.1.1.10 Wage and Benefits Package (Pg. 11)

In the **attachments**, you will find a copy of America Service Group, Inc. 2006 Benefits Summary.

D.1.1.11 Automated Time & Attendance System/KRONOS

PHS will continue to use the **KRONOS** system for time and attendance tracking at the adult facilities. Features of this system, which PHS has been using for more than ten years, include:

- ◆ Nurses moving from site to site can have their hours applied to appropriate cost center at the clock. (No additional Comp forms for temporary facility transfer)
- ◆ Only payroll techs have access to the database by secure login.
- ◆ Punches at the clock cannot be manipulated (no printed card that can be erased or changed)
- ◆ System can be utilized to track clinician and subcontractor times without the use of hand written timecards
- ◆ KRONOS file is emailed to the PHS corporate office where it is checked for accuracy, then electronically transferred into a Pro-business format.
- ◆ KRONOS reports can be sent electronically as either a PDF or text file to any reporting agency.
- ◆ Clocks are updated and collected every four hours to track nursing hours and transfers in real time.
- ◆ The system can be set up to run KRONOS scheduled events. (No human error to forget to Discard previous pay period or Update and Collect the clocks)

The following Time Reporting requirements will apply:

- ◆ The Agency may, at any time, require that each PHS employee or subcontractor use any automated timekeeping system owned by the County in order to verify the hours worked by the employee.
- ◆ Notwithstanding the use of any County owned or operated automated timekeeping system, each person employed by PHS or a subcontractor will sign in and sign out on forms provided by the Agency whenever such person enters or leaves a work site.

- ◆ Each person signing in or signing out will legibly sign his or her own full name and record each time of entry into and exit from the work site in ink.
- ◆ No person will sign in, sign out, clock in or clock out for any other person.
- ◆ In addition to the manual sign-in-sign-out system, each PHS employee or subcontractor will also clock in and clock out when entering or leaving the institution at all institutions where time clocks are used.

D.1.2 Medical Services Section (Pg. 12-13)

The Contractor will supervise, administer and staff the medical services for all facilities referenced above in Section 2.3. Services shall include, but not be limited to, the following:

D.1.2.1 Probation Facilities (Pg. 12)

D.1.2.1.1 Health Screening (Pg. 12)

1. Complete health appraisal of detainees within 96 hours of booking (including weekends & holidays), diagnostic and laboratory evaluation within 7 days of admission;

PHS will continue to perform a comprehensive Health Assessment on all juveniles within 96 hours of the juvenile's arrival at the Probation Facilities. Such assessment will be performed by a qualified medical professional. At a minimum, the comprehensive Health Assessment will include:

1. Review of the Intake Screening results by the Health Services Administrator or responsible physician.
2. Additional data necessary to complete a standard history and physical.
3. Tuberculosis and venereal disease testing.
4. Screening tests for tuberculosis; venereal disease and Human Immunodeficiency Virus (HIV); Hepatitis A, B or C; as well as urinalysis, will be performed, as clinically indicated.
5. Additional lab work as directed by the physician for particular medical or health problems.
6. Additional tests as required based on the original screening tests.
7. Recording of height, weight, pulse, blood pressure and temperature.
8. The health assessment of females will also include an inquiry about menstrual cycle and unusual bleeding, the current use of contraceptive medications, the presence of an IUD, breast masses and nipple discharge and possible pregnancy.

At a minimum, the health evaluation shall include a health history, examination, laboratory and diagnostic testing, and necessary immunizations as outlined below:

Health Appraisals for Juvenile Facilities			
Health History includes:	Examination includes:	Laboratory and diagnostic testing includes:	Immunizations:
<ul style="list-style-type: none"> • Review of intake screening • History of illnesses • Operations • Injuries • Medications • Allergies • Immunizations • Systems review • Exposure to communicable diseases • Family health history • Habits (e.g., tobacco, alcohol and other drugs). • Developmental history (e.g., school, home, and peer relations) • Sexual activity, • Contraceptive methods, • Reproductive history • Physical and sexual abuse • Neglect • History of mental illness • Self-injury • Suicidal ideation 	<ul style="list-style-type: none"> • Temperature • Height & Weight • Pulse & Blood pressure • Appearance • Head and neck • Preliminary dental and visual acuity screening • Gross hearing test, • Lymph nodes • Chest and cardiovascular • Breasts • Abdomen • Genital (pelvic and rectal examination, with consent, if clinically indicated), • Musculoskeletal • Neurologic. 	<ul style="list-style-type: none"> • Tuberculosis testing, together with pap smears and testing for sexually transmitted diseases for sexually active minors. Additional testing should be available as clinically indicated, including pregnancy testing, urinalysis, hemoglobin or hematocrit. 	<ul style="list-style-type: none"> • Immunizations shall be verified and, within two weeks of the health appraisal/ medical examination, a program shall be started to bring the minor's immunizations up-to-date in accordance with current public health guidelines.

When the results of the health screening indicate that the detainee requires further evaluation and/or treatment, the detainee will be referred for care. The specific time for the follow-up evaluation will be based on the detainee's condition.

The health examination may be modified by the responsible physician, for detainees admitted with an adequate examination done within the last 12 months, provided there is reason to believe that no substantial change would be expected since the last full evaluation. When this occurs, health care staff will review the intake health screening form and conduct a face-to-face interview with the detainee.

For adjudicated detainees who are confined in any juvenile facility for successive stays, each of which totals less than 96 hours, PHS will implement an established policy for a medical evaluation and clearance. If this evaluation and clearance cannot be completed at the facility during the initial stay, it will be completed prior to acceptance at the facility. PHS will develop and implement policy and procedures for detainees who are transferred from outside of the detention facilities by:

- Assuring that a health appraisal is received from the sending facility at or prior to the time of transfer
- Assuring that a health appraisal is reviewed by designated health care staff at the receiving facility
- Assuring that in the absence of a documented health appraisal, a health appraisal is completed on the detainee within 96 hours of admission.

Our on-site Medical Director or HSA has developed policies and procedures to assure that detainees who are transferred among juvenile facilities within the same detention system, receive a written health care clearance. The health appraisal/medical examination will be reviewed and updated prior to transfer and forwarded to facilities that have licensed onsite health care staff.

D.1.2.1.2 Immunizations (Pg. 12)

2. Immunizations shall be verified and, within two weeks of the health appraisal/medical examination, a program shall be started to bring the detainee's immunizations up-to-date in accordance with current public health guidelines. The Contractor shall input the immunization data into the Central Coast Immunization Registry, web based database at <http://www.immunize4life.org/>. Contractor staff will be trained to use the database by Public Health Department staff at no cost;

PHS will continue to verify immunizations for detainees entering into the facilities. Within two weeks or sooner of the health appraisal/medical examination, PHS will begin a program to bring the detainee's immunizations up-to-date in accordance with current public health guidelines. PHS will continue to input the immunization data into the Central Coast Immunization Registry, an on-line, web based database at <http://www.irmunize4life.org/>. PHS understands that its staff will be trained to use the database by Public Health Department staff at no cost.

D.1.2.1.3 Pre-Existing Conditions (Pg. 12)

3. Arrange ongoing treatment for pre-existing conditions after approval of the facility administration,

When the results of the health screening indicate that the detainee requires further evaluation and/or treatment, the detainee will be referred for care. The specific time for the follow-up evaluation will be based on the detainee's condition.

D.1.2.1.4 Treatment Team Meetings (Pg. 12)

4. Actively participate in the weekly treatment team meetings;

In addition to quarterly medical meetings, PHS will continue to actively participate in the weekly treatment team meetings as required by the Probation Department.

D.1.2.1.5 Medical Assessments (Pg. 12)

5. Provide medical assessments in the use of restraints and safety chairs in accordance with Corrections Standards Authority guidelines. A medical opinion on the safety of placement and retention shall be secured as soon as possible, but no later than two hours from the time of placement. The detainee shall be medically cleared for continued retention at least every three hours thereafter;

PHS will continue to provide medical assessments in the use of restraints and safety chairs in accordance with Board of Corrections guidelines. A medical opinion on the safety of placement and retention will be secured as soon as possible, but no later than two hours from the time of placement. The detainee will be medically cleared for continued retention at least every three hours thereafter. In addition, PHS will comply with the requirements for the health administrator of *Section 1358 of the 2003 California Administrative Code of Regulations Title 15*.

Except for monitoring their health status, PHS' staff does not participate in the restraint of detainees ordered by custody staff. Clinically ordered restraint and seclusion are available for patients exhibiting behavior dangerous to self or others as a result of medical or mental illness.

With regard to clinically ordered restraint and seclusion, policies and procedures specify:

- The types of restraints or conditions of seclusion that may be used
- When, where, how, and for how long restraints or seclusion may be used
- How proper peripheral circulation is maintained (when restraints are used)
- That proper nutrition, hydration, and toileting are provided

After reaching the conclusion that no other less restrictive treatment is appropriate, a physician or other qualified health care professional, where permitted by law, may authorize use. Every 15 minutes PHS' medical staff will check on any patient placed in clinically ordered restraints or seclusion. Such checks are documented. Patients will be removed promptly from restraints or seclusion as soon as possible. Patients will not be restrained in a manner that would jeopardize their health.

With regard to custody-ordered restraints:

- When restraints are used by custody staff for security reasons, the physician will be notified immediately in order to: (1) review the health record for any contraindications or accommodations required which, if present, are immediately communicated to appropriate custody staff; and (2) initiate health monitoring, which continues at designated intervals as long as the detainee is restrained.
- If the restrained detainee has a medical or mental health condition, the physician is notified immediately so that appropriate orders can be given.

- When health services staff note improper use of restraints that is jeopardizing the health of a detainee, they communicate their concerns as soon as possible to appropriate custody staff.

This standard intends that when restraints are used for clinical or custody reasons, the detainee is not harmed by the intervention. When clinically ordered restraint or seclusion is used, it is employed for the shortest time possible in keeping with current community practice. Detainees are not restrained in an unnatural position. PHS' health care staff will be trained in their proper application.

D.1.2.2 Sheriff Facilities (Pg. 12)

D.1.2.2.1 Health Screening (Pg. 12)

1. Complete health appraisal of inmates within 14 days after booking (including weekends & holidays);

Each inmate in the Sheriff Facilities will continue to be given a health appraisal, including a physical examination by qualified health care personnel within 14 calendar days after admission to the jail system, based on the criteria listed in the IMQ, Title 15, NCCHC, and ACA Standards. Consistent with current practice, Health & Physicals (H & P's) will be provided directly in the housing units. Anytime an inmate has been out of Santa Barbara County's custody, PHS will provide an H & P as required.

PHS' health appraisals for Santa Barbara County inmates include the following components:

Health Appraisals			
Health History includes:	Examination includes:	Laboratory and diagnostic testing includes:	Immunizations:
<ul style="list-style-type: none"> • Review of intake screening • History of illnesses • Operations • Injuries • Medications • Allergies • Immunizations • Systems review • Exposure to communicable diseases • Family health history • Habits (e.g., tobacco, alcohol and other drugs). • Developmental history (e.g., school, home, and peer relations) • Sexual activity. • Contraceptive methods. • Reproductive history • Physical and sexual abuse • Neglect • History of mental illness • Self-injury • Suicidal ideation 	<ul style="list-style-type: none"> • Temperature • Height & Weight • Pulse & Blood pressure • Appearance • Head and neck • Preliminary dental and visual acuity screening • Gross hearing test. • Lymph nodes • Chest and cardiovascular • Breasts • Abdomen • Genital (pelvic and rectal examination, with consent, if clinically indicated). • Musculoskeletal • Neurologic. 	<ul style="list-style-type: none"> • Tuberculosis testing, together with pap smears and testing for sexually transmitted diseases for sexually active minors. Additional testing should be available as clinically indicated, including pregnancy testing, urinalysis, hemoglobin or hematocrit. 	<ul style="list-style-type: none"> • Immunizations shall be verified and, within two weeks of the health appraisal/ medical examination, a program shall be started to bring the minor's immunizations up-to-date in accordance with current public health guidelines.

D.1.2.2.2 Vaccinations (Pg. 12)

2. Vaccinations if appropriate;

Pneumococcal and influenza vaccinations will be provided to inmates in accordance with CDC guidelines, unless the physician deems such vaccinations medically inappropriate. In such cases, the determination will be recorded with specificity in the inmate's chart. Inmates with Hepatitis C will be treated in accordance with CDC guidelines, unless the physician deems such treatment medically inappropriate. In such cases, the determination will be recorded with specificity in the inmate's chart.

D.1.2.3 Probation & Sheriff Facilities (Pg. 12-13)

D.1.2.3.1 Intake/Health Screening (Pg. 12)

1. Initial health screening at intake including non-hospitalized detoxification;

It is crucial to know the medical status of an inmate as soon as possible in order to proactively care for needs and avoid adverse health situations. The goal of intake screening is to determine, to the greatest extent possible, the presence of any medical condition

requiring follow-up care. By doing so, it becomes possible to take a proactive approach to the patient's medical needs, as well as to decrease the spread of disease within the facilities. In addition, this approach has been proven to reduce costs associated with lengthy hospital stays and security officers overtime expenses.

Intake screenings will continue to be provided in accordance with Title 15 and IMQ standards.

Screenings will continue to include, at a minimum, the following:

- ◆ Documentation of current illnesses and health problems, including medications taken, medication and food allergies and special health requirements;
- ◆ Behavior observations, including state of consciousness, mental status, and whether the inmate is under the influence of alcohol or drugs;
- ◆ Notation of body deformities, trauma markings, bruises, ease of movement;
- ◆ Conditions of skin and body orifices, including infestations;
- ◆ A standard form will be used for purposes of recording the information of the Intake Screening and will be included in the health record of the inmate; and
- ◆ Referral of the inmate for special housing, emergency health services, or additional medical specialties will be made as appropriate.

A physician or allied health professional will continue to perform full health assessments within fourteen (14) days of an inmate's arrival at the Santa Barbara Facility, unless the receiving screening indicates one of the following conditions:

- The inmate has a contagious illness
- The inmate is on medication
- The inmate has a chronic care condition
- The inmate has immediate medical needs
- The inmate is intoxicated, is experiencing alcohol or drug withdrawal, or has been participating in a substance abuse or detoxification program.

When the initial health screening indicates that the inmate has one or more of the above conditions, PHS will conduct a full health assessment within 36 hours of the inmate's arrival, except that assessment and treatment will be provided more expeditiously if

necessary for the inmate's health and safety. PHS will continue the same or comparable medication within 24 hours unless it is deemed not medically indicated by PHS' physician staff or not consistent with standard medical practice after diligent efforts are made and documented to contact the inmate's treating physician or pharmacy provider.

PHS will continue to perform the initial health screening for new inmates on the day of arrival and will make every good faith effort to record and seek the inmate's cooperation to provide the following:

- Medical, surgical, mental health and dental history.
- Current injuries, illnesses, evidence of trauma, and vital signs.
- Current medications.
- Allergy information.
- Personal physician(s), dentists, and mental health providers.
- Immunization history as follows: influenza, pneumococcal vaccine for inmates fifty or over or with chronic disease, hepatitis.
- Mental health screening to include suicide attempt history, history of mental health including hospitalization, suicidal ideation and risk assessment.
- History of substance abuse and treatment.
- Pregnancy.
- History or symptoms of tuberculosis, including the date and result of the last TB test.
- History or symptoms of other communicable diseases.

All medical screening forms will become part of the inmate's medical record. Medical records for transfer inmates (i.e., inmates who are being transferred from one facility to another) will be reviewed by health staff immediately upon the inmate's arrival at the new facility. Appropriate action will be taken as necessary. Screening forms, including notes concerning disposition, will be included in the inmate's medical record.

As part of intake screening, PHS will routinely perform on all inmates a tuberculin skin test. PPDs will be read 48 to 72 hours after placement, unless such test is unnecessary (history of prior positive test) or medically contraindicated according to CDC guidelines. Within 72 hours of determining an inmate's PPD test is positive, PHS will perform and interpret a

chest x-ray of the inmate. PHS will follow CDC guidelines for management of inmates with TB infection, including prophylactic medication. Inmates who refuse a TB test will be placed in segregation.

As part of the intake screening, PHS will routinely screen female inmates for gonorrhea and chlamydia within 24 hours of admission, Monday through Friday and within 48 hours if the inmate is admitted to the Santa Barbara County Facility on Saturday or Sunday. PHS will provide medically appropriate treatment. Screening will consist of a urine test or bacterial culture test. PHS will maintain a log, to track testing and provide evidence of testing within the specified timeframes in accordance with the Infection Control Policy and Procedure.

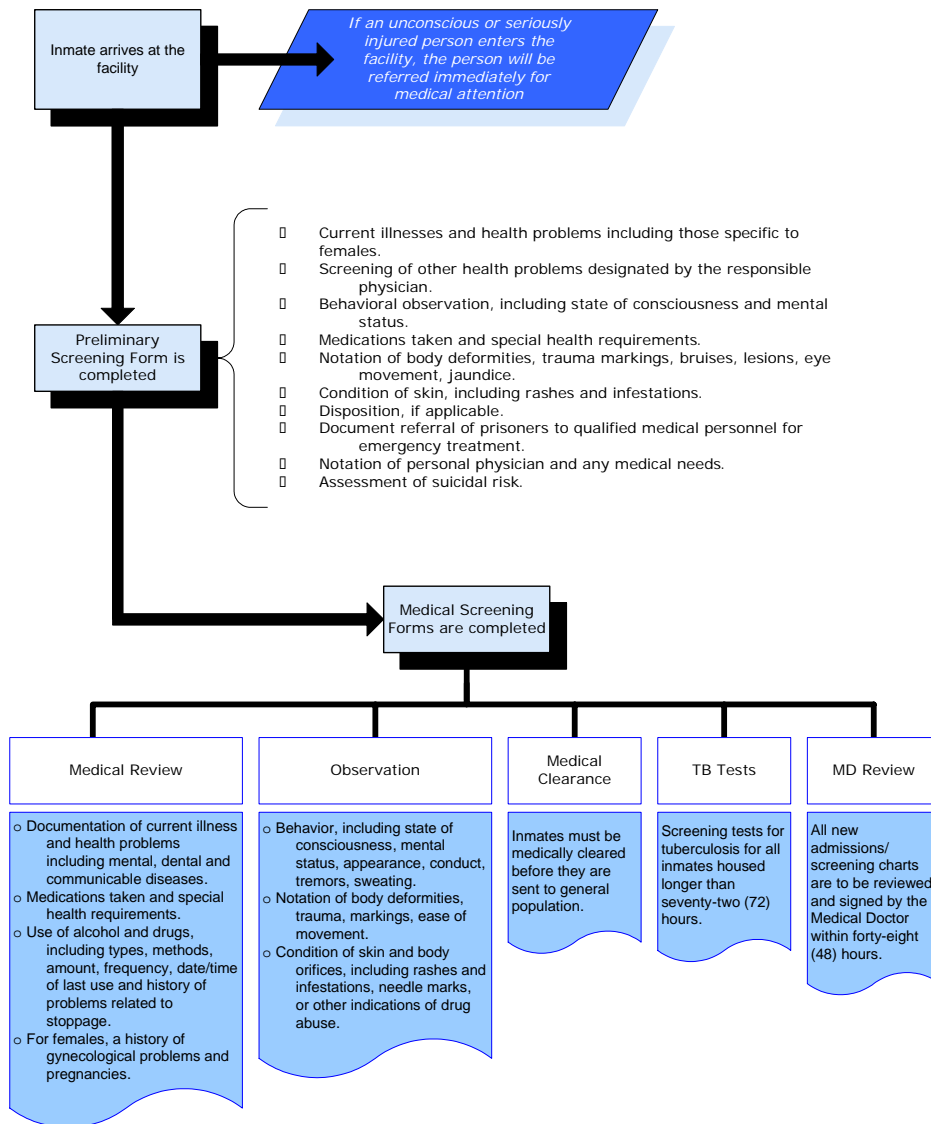
When referred by the medical intake health professional for signs of mental illness, psychological distress or danger of harming him/herself or others, PHS will conduct a crisis assessment as soon as possible and no later than 24 hours of admission to the Santa Barbara County Facility.

In the event an inmate refuses to voluntarily cooperate in the screening and/or test(s) referenced above, after being advised of its importance to the inmate's health needs, PHS medical personnel will appropriately document such refusal. In such an event, Santa Barbara County and PHS will take steps medically appropriate for the health of the individual inmate, other inmates and staff.

In order to make the intake process more efficient, PHS is proposing the addition of a 40 hour per week registered nurse at the Santa Maria Substation, to assist with intake screening and triaging of inmates to the hospital or to the Santa Barbara Main Jail. This nurse would perform sick call 5 days a week with the goal being to decrease transports to the main jail and save custody time. (Please refer to Section D.1.1, Staffing for further details and to Section E for additional costs associated with this position.)

Our Intake Screening Process is illustrated in the chart on the following page.

Receiving Screening Process



To augment the intake screening processes, PHS would like to investigate the implementation of our **Automated Intake System** as an interface with Santa Barbara County's inmate management system. Initially developed by PHS for our contract with New York Health & Hospitals Corporation (Riker's Island), this Intake System is composed of a series of web-based input screens that mimic the system's existing medical intake process and allow the user to populate medical-related forms in an automated fashion.

With County approval, within the first 90 days of the contract, PHS will explore the possibility of integrating the Intake System to support the Santa Barbara County health care program as a value-added component of our base proposal. Subsequently, we will present our findings to Santa Barbara County and, if applicable, begin the process of incorporating the Automated Intake System as a standard component of our Santa Barbara County program.

A selection of screen shots from our Riker's Island Model is included as an **Attachment**.

During each phase of the medical intake process, information is gathered from a patient and is entered into the patient's intake record by the medical practitioner where it is stored in a centralized database. Additionally the application makes use of alerts, triggers and data validation to prompt users to answer additional questions, ensure all questions are answered, pre-populate results or print additional consult and lab forms. Any necessary lab or consult forms are populated with basic demographic information and are available for printing and posting to the patient's medical chart.

At the conclusion of the intake process, any necessary follow-up visits will be scheduled with the appropriate clinic. The scheduler at each clinic will be responsible for validating the daily schedule, load balancing patient schedules and producing reports that will facilitate patient transfer requests.

The application has four main components:

Intake – This portion of the application will be used as the primary interface for clinical staff during the intake process. This includes the pre-history screening, history and physical that comprises the patient chart, as well as various reporting capabilities. In addition to the basic Pre-History, History and Physical functions, the application provides for the following for each patient intake record:

- ◆ **Problem list** - captures a consolidated list of requested labs and lab results, medications, allergies, vaccinations and contraindications for each patient. The

problem list can be kept open for the entire length of the patient's incarceration and used to capture problems, labs, medications resulting from subsequent encounters.

- ◆ **Appointments** - provides a view of all appointments generated for a patient.
- ◆ **Alerts** – provides a view of all open and resolved alerts generated throughout the intake.
- ◆ **Printed Forms** – provides a list of all forms that are available to be printed with the patient record.

Scheduling – Scheduling of patients for follow-up visits to the local clinic as well as consults with numerous specialty clinics will be handled through the scheduling component. This function allows appointments for each patient to be scheduled based on pre-determined deadlines and drops the patient appointment into a central schedule bucket (AM or PM) for each day. Additionally, each scheduler has the capability to adjust the level of patient schedules manually. The scheduler will be responsible to track all clinic appointments on and off site for efficient use of correction officer time out of the facility. PHS will partner with Santa Barbara County to ensure a smooth flow of clinic appointments

Administration – The administration portion of the application will be used to administer various portions of the application. Administrative rights include:

- **Security** – To ensure that users have appropriate access to the application based on their role, there are a number of security related values that will be able to be set by the administrator. Values include: Users, Roles, Sites, Functions, Contract, Pick Lists, Reports, etc.
- **Pick List Values** – The application interface will have a variety of pick lists (where appropriate) to ensure data integrity. These pick lists and their values will be able to be changed by the administrator as the situation dictates without a change to the code of the application.

Reports– Various reports will be produced from the data gathered by the application. These reports will be composed of automated reports (those generated on a regularly scheduled basis, and as-needed reports (those reports not created until requested by the user). A qualified health care professional will provide a health screening for each inmate upon arrival at the Santa Barbara Facility. The screening process for new admissions will follow NCCHC standards with the intent of identifying potentially emergent situations. Persons who require immediate emergency attention will be referred for off-site emergency care. Persons who need to be seen by a physician or mental health professional will be referred for such evaluation and care.

PHS is recommending the addition of a booking nurse 24/7 for improved intake medical screening of inmates in to the Santa Barbara Mail Jail. The booking nurse would perform Tuberculosis screening at the time of booking, rather than during the 14-day evaluations. This would provide improved quality of care and better utilization of resources. Medical issues would be caught early and more preventative care could be initiated. Custody staff would not be involved in the medical screening upon booking and would be freed-up to do other tasks. If Santa Barbara County chooses the Automated Intake System, this additional position would be required. (Please refer to Section D.1.1, Staffing for further details and to Section E for additional costs associated with this position.)

In the Probation Facilities, PHS, in cooperation with the facility administrator and mental health director, will continue to follow established policies and procedures we already have in place defining when a health evaluation and/or treatment shall be obtained prior to acceptance for booking. Policies and procedures will also establish a documented intake health screening procedure to be conducted immediately upon entry to the facility.

PHS' responsible physician has established criteria defining the types of apparent health conditions that would preclude acceptance of a detainee into the facility without a documented medical clearance. The criteria will be consistent with the facility's resources to safely hold the detainee. At a minimum, such criteria shall provide:

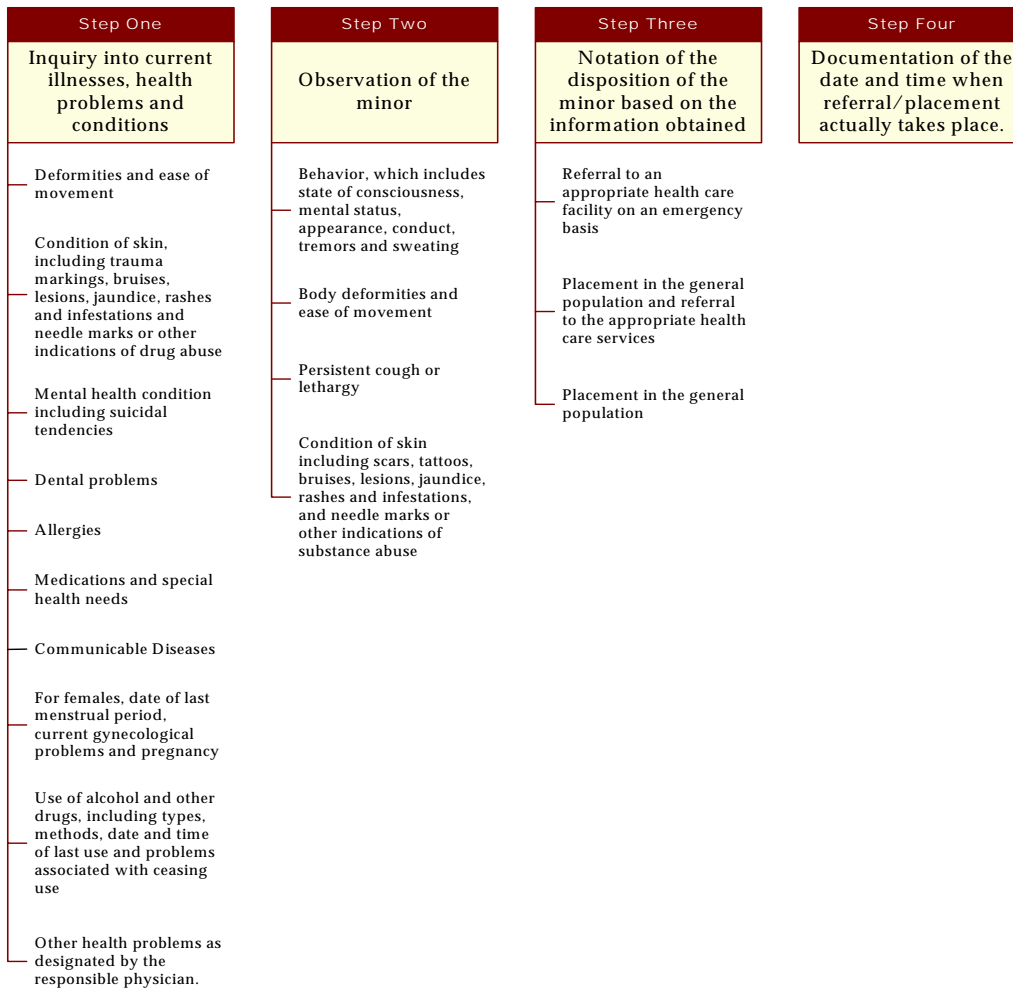
- ❖ A detainee who is unconscious shall not be accepted into a facility
- ❖ Detainees who are known to have ingested or who appear to be under the influence of intoxicating substances shall be cleared in accordance with *Section 1431 of the 2003 California Administrative Code of Regulations Title 15*
- ❖ Written documentation of the circumstances and reasons for requiring a medical clearance whenever a detainee is not accepted for booking
- ❖ Written medical clearance shall be received prior to accepting any detainee referred for a pre-booking treatment and clearance

The intake screening is based on defined, structured inquiry and observations of every detainee booked into the SBJH, LPBC, or SMJH. The screening is conducted upon entry to the facility and will be performed by nursing staff when on duty. When nursing staff is not on duty, trained Juvenile Institution Officers will complete the initial screening at admission. Findings will be recorded on a standardized form that effectively captures essential baseline health information. The screening form will be reviewed and approved by the Medical Director. Upon completion, the screening form will be included in the detainee's health record.

If, in an unusual event, a detainee is brought to the facility and is unconscious or appears to be in need of health care services, nursing staff or the physician will evaluate the detainee. If the nursing staff or physician is not on duty, the detainee will be screened by trained Juvenile Institution Officers. If the detainee is in need of services beyond the scope of care available at the facility, the physician will be notified and the detainee will be referred to the nearest health care facility for evaluation and treatment. Admission or return to the juvenile facilities will be predicated upon written medical clearance.

The following illustration provides an overview of the intake screening:

Juvenile Intake Screening



The intake screening process is used to identify detainees with health needs including non-hospitalized detoxification. All detainees will be screened prior to transfer to the general population. If a detainee does not have urgent health care needs, the detainee will be transferred to the general population housing with timely referrals established for medical, mental health and/or dental service, as appropriate. Those detainees requiring immediate intervention will be referred for evaluation and treatment. Any detainee suspected to have a communicable disease that could pose a significant risk to others in the facility will be separated from the general population pending the outcome of an evaluation by health care staff.

D.1.2.3.2 Preventive Care (Pg. 12)

2. Preventive care including contraceptive services, sexually transmitted diseases, immunizations, and other basic medical preventive services;

PHS will provide preventive care including contraceptive services, sexually transmitted diseases, immunizations, and other basic medical preventive services, such as the intake screening, sick call, continuous quality improvement program and patient education. The following table demonstrates examples of preventive care methods that are utilized in the Santa Barbara Probation Institutions by PHS.

Preventive Care	
Contraceptive Services	PHS will provide written policies and procedures to assure that reproductive health services are available, including contraceptive services.
Sexually Transmitted Diseases (STDs)	At the health appraisal, PHS will inquire into the detainee’s history of sexually transmitted diseases. In addition, PHS will provide educational services concerning STDs including literature available to the detainee.
Immunizations	Immunizations shall be verified and, within two weeks or sooner of the health appraisal/medical examination, a program shall be started to bring the detainee's immunizations up-to-date in accordance with current public health guidelines.
Intake Screening	At the intake screening, the health care staff and Juvenile Institution Officers are able to screen the detainee for potential health care concerns.
Sick Call	Sick call for detainees provides a daily opportunity to request health care services, which is triaged according to routine, urgent or emergent need.
Quality Improvement Program	QI Program consists of “four domains” of care including staying healthy (preventive care), getting better (acute care), living with illness/disability (chronic care), and crosscutting systems interventions (communication and collaboration).

Patient Education

PHS places a high priority on patient education that emphasizes preventive health care.

D.1.2.3.3 Medical Supplies (Pg. 12)

3. Medical supplies, pharmaceuticals, and equipment required to provide preventive and therapeutic health care for detainees/inmates;

PHS will continue to provide the required medical supplies, pharmaceuticals, and equipment for the provision of preventive and therapeutic health care for the inmates/detainees in the six facilities.

D.1.2.3.4 Referrals for Emergencies (Pg. 12)

4. Referral to contracted health care facilities for emergencies;

PHS will continue to be committed to providing immediate response to inmates/detainees in an emergency situation. Written policies and procedures will address on-site emergency response and the emergency transfer of detainees to include referrals to appropriate health care facilities for emergencies.

D.1.2.3.5 Sick Call (Pg. 12)

5. Sick call visits by MD, Physician Assistant/Nurse Practitioner or nursing staff as follows:
 - 5a. Seven days per week: All Sheriff facilities except Santa Maria Holding Facility and SMJH;
 - 5b. Monday-Friday: SBJH and LPBC;
 - 5c. Triage seven days per week: Santa Maria Holding Facility;

In the Probation Facilities, PHS will continue to provide sick call for detainees to have a daily opportunity to request health care services and triaged according to routine, urgent or emergent need. The sick call process initiates appropriate interventions. Sick call will be held daily for detainees on medical floors or units. If a detainee's custody status precludes attendance at a sick call session, arrangements will be made to provide sick call services at the place of the detainee's confinement, such as disciplinary segregation.

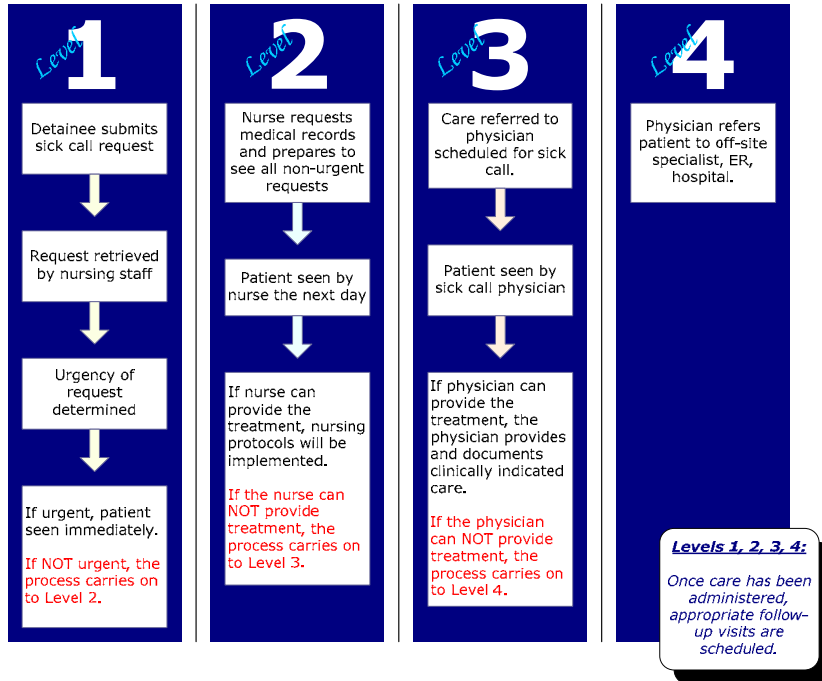
Sick call is of primary importance to an effective correctional health care delivery system. The PHS sick call process ensures timely access to medically necessary health care services. The PHS sick call process uses physicians and mid-level practitioners as the primary providers of sick call services. When physicians and mid-level practitioners are utilized to conduct initial sick call encounters, continuity of care improves and there is an associated reduction in detainee requests.

Qualified medical staff will review sick call request forms within 24 hours of request. For non-emergency requests, a qualified medical professional will see detainees within 24 hours after submission of the request, or, if requests are first reviewed by qualified staff, within

another 24 hours of that review, except that detainees may be seen within 72 hours of submission of a request on weekends.



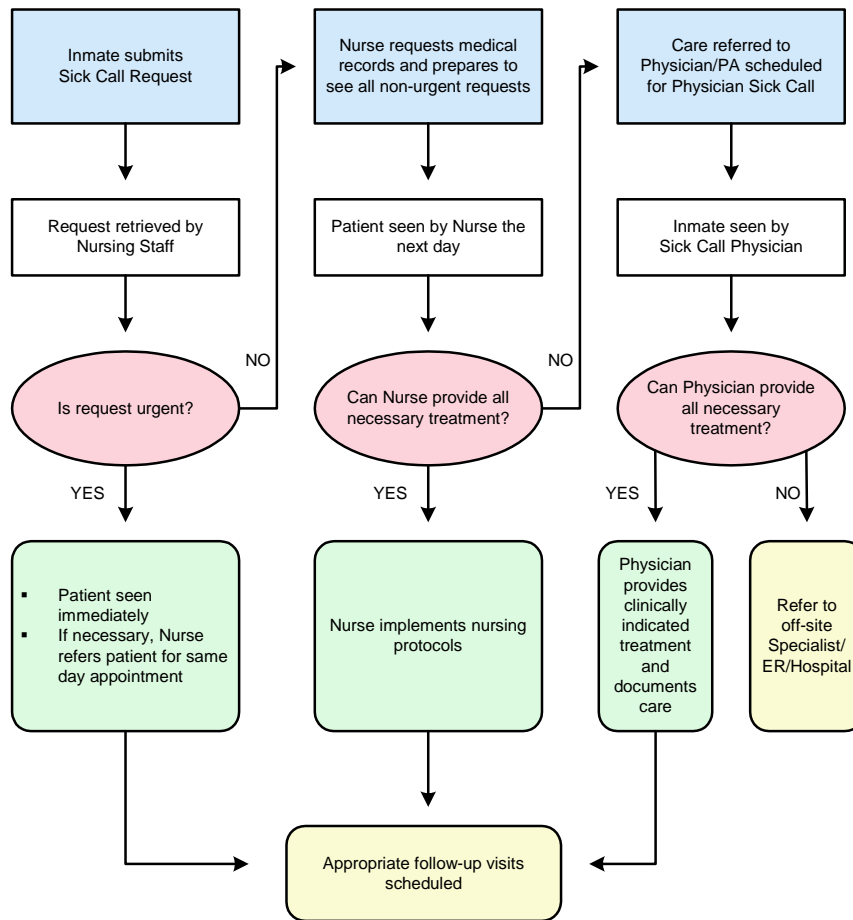
Sick Call Process



In the Sheriff Facilities, inmates will continue to have access to non-emergency health care services by submitting a documented request. Health care personnel collect and immediately triage the requests, indicating the disposition. Inmates are then scheduled for health care services based on the information documented on the request. Sick call services will be provided within 72 hours. PHS' health care delivery system is designed to allow the physician time to concentrate on those inmates with significant health care conditions.

Sick call services and clinical encounters are routinely conducted in a private setting. When indicated, a chaperone is present. PHS holds nursing sick call daily, seven days a week, 365 days a year, for all inmates. Health care personnel are available on Saturdays, Sundays and holidays to handle inmates' urgent health care complaints.

SICK CALL



D.1.2.3.6 Implement Provider Orders (Pg. 12)

6. Implement Provider orders, including diagnostic services (laboratory, X-ray, EKG), pharmacy, specialty visits;

PHS has developed written policies and procedures and will continue to redefine to the extent to which health care shall be provided within the facilities. If services cannot be provided on-site, PHS will refer those services to county health clinics and

providers/subcontractors. PHS will implement any orders or follow-up care that is required to maintain the health care services, including diagnostic services (laboratory, X-ray, EKG), pharmacy, and/or specialty visits. A list of current providers/subcontractors can be found in **Section C.3 Subcontractors/Provider Directory**.

D.1.2.3.7 Referrals to External Providers/Subcontractors (Pg. 12)

7. Referrals to contracted/external providers;

PHS will continue to notify the facility staff and make referrals to an outside provider when necessary. A list of current providers/subcontractors can be found in **Section C.3 Subcontractors/ Provider Directory**.

D.1.2.3.8 Women’s Healthcare/Pregnancy (Pg. 12)

8. Identify, assist and refer pregnant detainees/inmates to the PHD;

Because of their unique health care needs and higher utilization of medical services, PHS has specific policies and procedures surrounding female offenders, including pregnancy. These policies and procedures differentiate treatment for women during the intake assessment, routine health examinations, STD evaluation and treatment, and pregnancy and health education.

As a female inmate is seen on intake and is found to be pregnant, they are referred to the Public Health Department in Santa Barbara County within 14 days where their obstetric needs are met completely. PHS works in conjunction with the Public Health Department to make sure the PHD recommendations are being followed when they return to the facility.

PHS has a Standardized Protocol for Registered Nurses for Pregnant and Postpartum Inmates/Detainees that is utilized in Santa Barbara County Facilities. Once an inmate is determined to be pregnant and information/history is obtained, they are put on the next Doctor’s sick call. The nurse implementing the protocol will place an Outpatient Referral Form in the chart with a “red” tag for the physician to complete during Sick Call. The Sick Call nurse will see that this form is completed with all requested information the same day it is filled out. The sick call nurse will be responsible to be sure an appointment has been made with the Public Health Department.

Please refer to the **Attachments** for a complete copy of **“Standardized Protocols for Registered Nurses for pregnant and Postpartum Inmates, Protocol #32.”**

D.1.2.3.9 Abuse Reports (Pg. 12)

9. Complete child abuse reports and any other reportable abuse report on an adult as prescribed by law;

PHS medical staff will complete child abuse reports and any other reportable abuse report on an adults required by law.

Reporting of Incidence (Section 1362 of the 2003 California Administrative Code of Regulations Title 15)

A written report of all incidents which result in physical harm, serious threat of physical harm, or death to an employee or a minor of a juvenile facility, or other person(s) shall be maintained. Such written record shall be prepared by the staff and submitted to the facility manager by the end of the shift.

D.1.2.3.10 Mental Health/Substance Abuse (Pg. 12)

10. Complete referrals to mental health services and identify substance abuse, when possible;

Although PHS is not responsible for the mental health services, PHS is committed to and does work collaboratively with the Alcohol, Drug and Mental Health Services Department on-site at each facility providing comprehensive care to the inmates and juvenile detainees to include but not limited to the following:

- mental health medical record management
- transcribing medication orders
- administering mental health medications
- monitoring for side effects and treatment compliance
- drawing blood for psychiatric drug levels
- communicating any mental health issues involving the inmates to the mental health team

Persons who need to be seen by a physician or mental health professional will be referred for such evaluation and care during the intake screening. When referred by the medical intake health professional for signs of mental illness, psychological distress or danger of harming him/her self or others, PHS will conduct a crisis assessment as soon as possible and no later than 24 hours of admission to the Santa Barbara County Facility.

At the intake screening, PHS' medical personnel will focus on the identification of inmates/detainees who may experience some degree of withdrawal symptoms. At the intake screening, inmates/detainees are asked about personal alcohol and drug use. Specific information is obtained regarding:

- Type of substance(s) used
- Frequency and amount of usage

- How long the inmate/detainee has been using
- Time of last use
- Side effects experienced when ceasing use in the past

PHS health care personnel will evaluate the inmate/detainee for signs and symptoms of withdrawal. Inmates/Detainees who report alcohol and/or drug dependence or are identified as being at risk for withdrawal will receive a more in-depth evaluation. Information obtained from the evaluation will be used to classify inmates/detainees as being in mild, moderate or severe withdrawal.

D.1.2.3.11 Treatment for Accidents/Injuries (Pg. 12)

11. Treatment for accidents and injuries;

PHS has developed and implemented written policies and procedures for accidents and injuries, including emergencies. PHS will continue to modify the policies as necessary and as coordinated with Santa Barbara County. The policies will provide for immediate response by the health staff to stabilize the inmate/detainee. First aid and CPR services will be provided on-site as part of the written policies and procedures. PHS' health care staff will be trained on the written policies and procedures to respond appropriately to emergencies requiring first aid. Approved first aid kits will be available in designated areas of each facility.

D.1.2.3.12 Healthcare Administration (Pg. 12)

12. Develop policy for health care administration;

PHS will continue to develop policy for health care administration as required by the RFP including the unimpeded access to health care.

D.1.2.3.13 Healthcare Providers (Pg. 12)

13. Identify health care providers for the defined scope of services;

PHS will continue to be the health care provider for the defined scope of services. If additional services are required that cannot be performed on site by PHS' health care staff, PHS will refer the patient to the Public Health Department Clinics, or when necessary to health care specialists in the community. PHS utilizes many of the PHD Clinics, including OB/GYN, Infectious Disease, Ophthalmology, Orthopedics, Hand, Urology, Neurology, Surgery and Dermatology.

D.1.2.3.14 Access to Healthcare (Pg. 12)

14. Establish written agreements as necessary to provide access to health care; develop mechanisms to assure that those agreements are properly monitored;

PHS will continue to establish written agreements as necessary to provide access to health care at the six facilities. PHS will develop and implement mechanisms to assure that those agreements are properly monitored.

Following is the PHS Provider Directory for the Santa Barbara Sheriff Institutions:

Provider	Specialty	Address	Phone	Svc. Location
American Medical Response West	Ambulance	801 10 th St., 4 th Floor Modesto, CA 95354	800-913-9106	Off-Site
Diagnostic Laboratories	Mobile X-Ray	1111 S. Central Ave. Glendale, CA 91204	818-549-1880	On & Off-Site
Earl Schneider, D.D.S.	Dental	2545 Quail Valley Rd. Solvang, CA 93463	805-688-8296	On-Site
John Dorman, M.D.	Physician	295 Santa Barbara Shores Goleta, CA 93117		On-Site, On-Call
Marion Medical Center	Hospital (CCN)	1400 E. Church Santa Maria, CA 93454	805-739-3000	Off-Site
Santa Barbara Cottage Hospital	Hospital & Lab	P.O. Box 689 Santa Barbara, CA 93102	805-569-7200	Off-site
William Coulter, MD (Eye Surgical Medical Group)	Ophthalmology	533 E. Micheltorena, #103 Santa Barbara, CA 93103	805-564-8917	Off-Site

D.1.2.3.15 Discharge (Pg. 12)

15. Establish systems for coordination among Health Care Service Providers. Every effort should be made to bridge the gap after detainees/inmates are discharged and enter the community. Establish follow-up relationships with the PHD to provide continuity of care;

PHS is committed to working with Santa Barbara County and ADMHS in providing Discharge Planning. Discharge Planning begins at the intake process and is part of virtually every health care encounter. Inmates may leave at any point in time, including bonding out, released directly from court, and at end of inmate/detainee’s sentence. While inmates or detainees are incarcerated, Nurses will obtain a release of medical information in order to determine what kind of care, if any, the inmate or detainees have received prior to incarceration. This information will allow PHS to properly plan for care upon release. The inmate is advised of the need for outside care by a health care staff member and instructions are given for self care. When we are aware that an inmate on chronic medications is to be released, we will provide a prescription for medications until the inmate can obtain an appointment with an outside physician. Many inmates are referred to the Santa Barbara

County Medical Clinics and the Public Health Department is notified of any inmates being released on Tb medications.

In order to enhance the Discharge Planning process, PHS is recommending the addition of a full-time Case Management Discharge Planner (CMDP). This individual would work closely with both adults and minors with significant mental disorders. The position would ensure continuity of care and medications, and facilitate communication between providers both on-site and off-site. The CMDP would coordinate services with community mental health programs, state hospitals and private providers. He or she would also work closely with custody and the Courts to facilitate expedient treatment of this high-risk population. (Please refer to Section E for additional costs associated with this position.)

D.1.2.3.16 Policies and Procedures (Pg. 13)

16. Develop written Policies and Procedures to address the identification, treatment, control and follow-up management of communicable diseases. The policies and procedures shall be updated as necessary to reflect communicable disease priorities identified by the local health officer and currently recommended public health interventions. The policies and procedures shall address, but not be limited to:

- (a) intake health screening procedures;
- (b) identification of relevant symptoms;
- (c) referral for medical evaluation;
- (d) treatment responsibilities during detention;
- (e) coordination with public and private community-based resources for follow-up treatment;
- (f) applicable reporting requirements; and;
- (g) strategies for handling disease outbreaks;

PHS has developed written policies and procedures to address the identification, treatment, control and follow-up management of communicable diseases. A manual of the policies and procedures will be accessible to all health care staff. Each policy and procedure will be compliant with the standards of the IMQ accreditation. The policies and procedures will address at a minimum:

- Intake health screening procedures
- Identification of relevant symptoms
- Referral for medical evaluation
- Treatment responsibilities during detention
- Coordination with public and private community-based resources for follow-up treatment
- Applicable reporting requirements
- Strategies for handling disease outbreaks

Policies and procedures will be reviewed at least annually, and revised as necessary under the direction of the health authority. The updates will reflect communicable disease priorities identified by the local health officer and currently recommended public health

interventions. The policies and procedures will contain the date of the most recent review or revision and, at a minimum, the signatures of the facility's health authority and responsible physician.

D.1.2.3.17 Pharmaceutical Management (Pg. 13)

17. Pharmaceutical Management: The County requires use/administration/control of sample medications. Contractor will submit current policy on use/administration/control of sample medications. In consultation with a pharmacist and in cooperation with the facility administrator, develop written policy, establish procedures, and provide space and accessories for the secure storage, controlled administration, and disposal of all legally obtained drugs. (The Alcohol, Drug and Mental Health Services Department (ADMHS) employs and manages the psychiatrists and mental health staff in the facilities ;)

In consultation with a pharmacist and in cooperation with the facility administrator, PHS has developed a written policy and procedure regarding the use, administration, and control of sample prescription medications that is already in place at the juvenile sites. This Policy is included in the **Attachments**. Through our wholly owned subsidiary, **Secure Pharmacy Plus**, PHS has the capability to supply, consult and/or manage the pharmaceutical program. A complete **SPP Corporate Capability Statement/Overview is provided as an Attachment**.

(The Alcohol, Drug and Mental Health Services Department (ADMHS) will continue to employ and manage the psychiatrists and mental health staff in the facilities. ADMHS staff will continue to prescribe and adjust psychotropic medicine upon admission and at discharge.)

SECURE pharmacy+

CORPORATE OVERVIEW

Secure Pharmacy Plus (SPP) is a wholly owned subsidiary of Prison Health Services, Inc. Established in 1992 and incorporated in August 2000 as a Tennessee corporation, SPP is the most experienced and qualified provider of pharmacy services to correctional facilities. Formerly known as Stadtlanders Correctional Pharmacy, SPP's corporate headquarters and state-of-the-art pharmacy is located in Franklin, Tennessee. The philosophy of this division is to customize services to meet the needs of each facility. SPP develops pharmacy programs to serve correctional and non-correctional facilities with an average daily census ranging from 60 to 10,000 individuals.

Secure Pharmacy Plus develops computer programs specific to the needs of each institution that we serve. Our correctional specialists will custom design cost effective pharmacy systems for our clients. When designing your pharmacy system, we will emphasize the importance of accountability through documentation.

Secure Pharmacy Plus, through its Tennessee and California distribution centers, provides managed care pharmacy and consulting services to more than 290 facilities in 32 states, filling over 60,000 orders per week including Puerto Rico, with a combined population in excess of 375,000 patients. Our service philosophy is based upon accepted managed pharmacy care precepts used in health care today. SPP addresses the specific prescription vending needs for your individual system.

Such plans, procedures, space and accessories shall include, but not be limited to, the following, as listed in the **2005 California Administrative Code of Regulations, Title 15:**

- Securely lockable cabinets, closets, and refrigeration units
- A means for the positive identification of the recipient of the prescribed medication
- Procedures for administration/delivery of medicines to detainees as prescribed
- Confirmation that the recipient has ingested the medication
- Documenting that prescribed medications have or have not been administered, by whom, and if not, for what reason
- Prohibition of the delivery of medication from one detainee to another
- Limitation to the length of time medication may be administered without further medical evaluation
- The length of time allowable for a physician's signature on verbal orders
- A pharmacist shall prepare a written report, no less than annually, on the status of pharmacy services in the facilities. The pharmacist shall provide the report to the health authority and the facility administrator.

Consistent with pharmacy laws and regulations, PHS has established written protocols that limit the following functions to being performed by the identified personnel:

- Procurement shall be done only by a physician, dentist, pharmacist, or other persons authorized by law
- Storage of medications shall assure that stock supplies of legend medications shall only be accessed by licensed health personnel. Supplies of legend medications that have been properly dispensed and supplies of over-the-counter medications may be accessed by both licensed and trained non-licensed personnel
- Repackaging shall only be done by a physician, dentist, pharmacist, or other persons authorized by law
- Preparation of labels can be done by a physician, dentist, pharmacist, or other personnel, both licensed and trained non-licensed, provided the label is checked and affixed to the medication container by the physician, dentist, or pharmacist before administration or delivery to the detainee. Labels shall be prepared in accordance with Section 4047.5 of the Business and Professions Code
- Dispensing shall only be done by a physician, dentist, pharmacist, or other person authorized by law
- Administration of medication shall only be done by licensed health personnel who are authorized to administer medication and acting on the order of a prescriber.
- Licensed and trained non-licensed personnel may deliver medication acting on the order of a prescriber.
- Disposal of legend medication shall be done in accordance with pharmacy laws and regulations and requires any combination of two of the following

classifications: physician, dentist, pharmacist, or registered nurse. Controlled substances shall be disposed of in accordance with Drug Enforcement Administration disposal procedures

Medication Handling and Administration

PHS provides a medication administration system that will meet the needs of the inmate/detainee population. Once a medication order has been written, the medication is ordered from the pharmacy. Then the medication is delivered and health care personnel administer and document on the MAR. If medication is refused or not administered, it is indicated on the MAR. If the medication is urgently needed, they will be ordered from a back-up pharmacy. We are currently using **Federal Drug** in Five Points Shopping Center and **Walgreens**, which deliver medications directly to the facilities in an emergency situation.

D.1.2.3.18 Monthly Administrative Meetings (Pg. 13)

18. Attend monthly administrative meetings;

PHS will continue to actively participate in the quarterly Medical Administrative Meetings for the Probation Department and the monthly Medical Audit Committee (MAC) for the Sheriff's Department. The PHS Health Services Administrator, Greg Ogilvie, RN, will lead these meetings, prepare the agenda, record minutes, and distribute statistical data and other important health care information.

D.1.2.19 Education (Pg. 13)

19. The medical providers will be responsible for documenting all patient teaching/education;

The Medical Director will continue to provide and document patient education according to IMQ standards. PHS will continue to provide education pamphlets in the treatment rooms and have informative posters and signs throughout the facility. Every inmate encounter is seen as an opportunity for health education.

D.1.3 Supervision (Pg. 13)

Contractor will provide a Health Services Administrator and a Medical Director.

Probation: Quarterly Medical meetings will be coordinated by the Health Services Administrator and alternated between the three sites.

Sheriff: The Health Services Administrator will coordinate monthly Medical meetings at SBMJ.

Reference: Section 3.6.1

PHS has provided and will continue to provide a Health Services Administrator (HSA), Greg Ogilvie, and a qualified Medical Director, Dr. Zylstra for the comprehensive health care program for the Probation and Sheriff Institutions outlined in the staffing pattern provided in **Section D.5.1**. The HSA will coordinate quarterly medical meetings that will be alternated between the three sites and monthly medical meetings at SBMJ.

D.1.4 Training (Pg. 13)

Contractor will provide a monthly in-service County training on a variety of appropriate and timely health topics including new policies established by Contractor.

PHS places great value on increased training in order to create better levels of care within the facilities we manage. PHS has developed comprehensive health care training programs, geared to provide corrections officers with practical information that can be used in the day-to-day performance of their jobs. Such training may include first aid for medical emergencies such as unconsciousness, wounds, and lacerations; vascular emergencies (control of hemorrhage and bleeding); and orthopedic injuries. PHS is also prepared to provide in-service training to correctional staff in other subjects, such as:

- ◆ Monthly CEU
- ◆ Blood Born Pathogens
- ◆ Cardio Pulmonary
- ◆ Use of AED (video)
- ◆ Nutrition/ Diet
- ◆ Communicable diseases, including Tuberculosis
- ◆ OSHA regulations and requirements, including self-protection against blood borne pathogens.

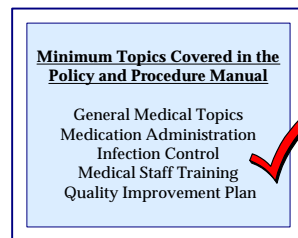
PHS will work in its partnership with Santa Barbara County to identify the specific health education/training needs for the staff and will plan programs accordingly. Onsite PHS healthcare staff may also suggest topics based on their day-to-day experience and dialogue with correctional staff. Training sessions will be conducted onsite, to accommodate facility work schedules and routines.

Please refer to Section D.1.1.6 for information on Continuing Education

D.1.5 Manuals and Plans (Pg. 13)

Contractor will provide a policy and procedure manual, which will include but not be limited to general medical topics, medication administration, infection control, medical staff training, and a quality improvement plan.

PHS has developed and will continue to maintain a facility specific health services manual of written policies and procedures that address, at a minimum, all health care related standards that are applicable to the facility for all Santa Barbara County Facilities.



To ensure effective service delivery, all health care staff and the HSA will have access to health care policy and procedure manuals. Each policy and procedure for the health care delivery system will be reviewed at least annually and revised as necessary. PHS will develop and implement a system to document that this review

occurs. The Regional Vice President, Health Services Administrator and on-site Medical Director will review and sign the health care policy and procedure manuals.

D.1.6 In-Custody Deaths (Pg. 13)

In cooperation with the County Coroner, Probation/Sheriff Executive, and Probation/Sheriff Management for the respective detention facility, the PHD Health Officer and/or designee will perform a medical review of every in-custody death.

Comment [ES1]:

In cooperation with the County Coroner, Probation/Sheriff Executive, and Probation/Sheriff Management for the respective detention facility, PHS will continue to perform a medical review of every in-custody death. The review team will include PHS, the facility administrator, the responsible physician and other health care and supervision staff who are relevant to the incident. The review will provide an evaluation of the health care services provided, focusing on opportunities to improve systems and the quality of care. In addition, the review allows PHS to identify variations in the systems and processes established to provide care and to identify opportunities for improvement in these areas. A preliminary mortality review is completed within 72 hours of the death with a written report submitted to the Regional Medical Director and the PHS Corporate Medical Director. The preliminary review is also used to categorize the event.

Santa Barbara County and PHS have had no inmate deaths related to medical care, and no deaths in 2005. There have been no successful suicides in years – possibly over 10 years.

D.1.7 Communicable Disease Control (Pg. 14)

Contractor will review and approve communicable disease procedures and follow cases of communicable disease in the facilities and as appropriate upon release from the facility, in cooperation with the County.

Comment [ES2]:

PHS will continue to review and approve communicable disease procedures and follow cases of communicable disease in the facilities and as appropriate upon release from the facility. Procedures will include identification of inmates/detainees who demonstrate a risk of communicable disease and are in need of care at the intake screening, while protecting other inmates/detainees and staff who run the risk of exposure to disease. PHS will follow cases of communicable diseases in the facilities by following current policies, procedures and evidence-based care processes that reduce variability and improve outcomes. Through PHS' established network of community providers, PHS will be able to ensure the inmate/detainee will continue to receive appropriate care upon release from the facility.

PHS will implement an Infection Control Program in compliance with NCCHC standards and IMQ standards. A written exposure control plan will be reviewed annually and approved by the Medical Director. The Infection Control Program will continue to be implemented to include:

- Appropriate medical, dental and laboratory equipment and instruments are decontaminated

- Sharps and bio-hazardous wastes are disposed of properly
- Surveillance to detect detainees with serious infectious and communicable disease is effective
- Immunizations to prevent disease are provided when appropriate
- Infected detainees receive medically indicated care
- If appropriate, detainees with contagious diseases are medically isolated
- Treatment and reporting of infections in accordance with local and state laws
- Standard precautions will be used to minimize the risk of exposure to blood and body fluids of infected patients
- All sanitation workers will be trained in appropriate methods for handling and disposing of bio-hazardous materials and spills
- Active tuberculosis patients are housed in designated negative pressure rooms
- All reports will be filed in compliance with local, state, and federal laws and regulations

If an inmate/detainee, with a communicable or infectious disease, is released from a facility, PHS will contact a community health care provider to arrange an appointment for the detainee to receive continuity of care. PHS currently has established relationships in the community to ensure this level of health care.

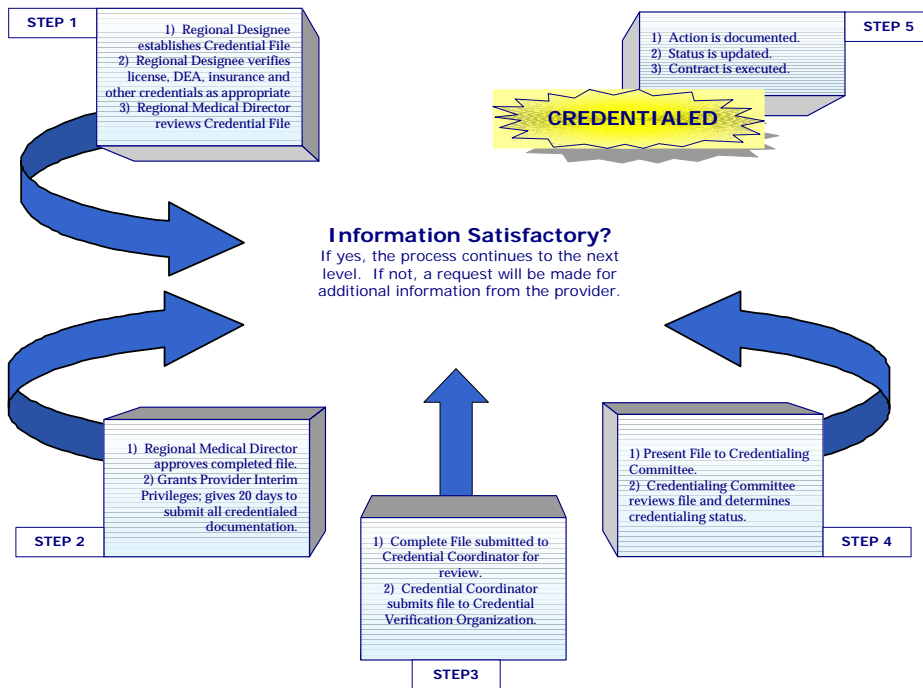
D.1.8 Licenses (Pg. 14)

All licenses for staff must be current and maintained throughout the duration of the contract by the Contractor at each work site.

PHS' Chief Medical Officer, **Carl Keldie, MD, FACEP**, has established corporate-wide credentialing procedures for the verification and documentation of professional staff qualifications. PHS' Credentialing Program will continue to ensure that health care practitioners providing on-site service at Santa Barbara County Institutions will have the credentials required to practice within their field. Health care practitioners (employees and independent contractors) who provide on-site service will be required to complete the credentialing process.

The PHS Credentialing Program completes primary source verification of each practitioner's medical education, licensure, DEA certification, malpractice history, and liability insurance coverage. Healthcare practitioners are re-credentialed every three years to ensure that qualifications are current and the privileges extended to the health care practitioner are appropriate. Staff Licenses will be due by the 10th of month in each quarter (July, October, January, & April).

Credentialing Process



D.1.9 Continuous Quality Improvement (Pg. 14)

In addition to the Contractor providing a quality improvement plan, areas for continuous quality improvement are diabetes, asthma, chemical dependence, pregnancies/ObGyn problems, infectious diseases (TB, Hepatitis C, etc.), self mutilations, suicide attempts, sexually transmitted diseases, hospitalizations and other specialist referrals. For Probation only, Contractor is requested to monitor detainees who are on more than three (3) psychotropic medications.

PHS' Medical Director will continue to administer a comprehensive Quality Improvement Program which complies with Santa Barbara County's expectations for ongoing monitoring and evaluation of health care provided to inmates/detainees both on-and off-site. PHS views the Continuous Quality Improvement Program (CQI) as the mechanism for reviewing care system-wide through ongoing review of data that become the basis for benchmarking and initiation of process improvements and recommendations. PHS' Regional Medical Director, **Dr. Steven Scheibel** will continue to coordinate the quality improvement process to ensure a working model of excellence and the framework of our medical management model of

service delivery. Dr. Scheibel will coordinate care with the site Medical Director, who works to ensure active PHS staff participation with Quality Improvement processes.

QI Program Summary

Following is a summary of the PHS QI Program. PHS' QI Program is based on concepts and recommendations outlined in the following three Institute of Medicine (IOM) reports:

- *To Err is Human: Building a Safer Health System*, The Institute of Medicine, March 2000
- *Crossing the Quality Chasm: A New Health System for the 21st Century*, The Institute of Medicine, March 2001
- *Transforming Health Care Quality*, The Institute of Medicine, January 2003

The first IOM report, "*To Err is Human: Building a Safer Health System*" emphasized Deming's philosophy and the Hawthorne effect. Portions of the 2001 QI Program were continued and expanded upon in the current program.

The 2002 QI Program was expanded to incorporate principles of the IOM's second report, "*Crossing the Quality Chasm: A New Health System for the 21st Century*." This report emphasized that even though problems in health care are well known, there has been an absence of real progress toward restructuring health care systems to address both quality and cost. The report goes on to indicate that health care has safety and quality problems because it relies on outmoded systems of work. Poor designs set the workforce up to fail, regardless of how hard they try.

The most current IOM report "*Transforming Health Care Quality*, responds to the call in *Crossing the Quality Chasm*, for a limited set of priority areas. The IOM has developed "five domains" of care: staying healthy (preventive care), getting better (acute care), living with illness/disability (chronic care), coping with end of life (palliative care), and cross-cutting systems interventions -- to address vitally important areas, such as coordination of care, that cut across specific conditions and domains.

PHS Quality Improvement Program Concepts

Human Factors Research - One of the leading contributors to accidents in any industry, including health care, is human error. However, most human errors are induced by systems failures. Therefore, an incident resulting from human error is not the same as placing blame on a specific individual or group of individuals.

When applying human factors research, emphasis should be placed on improving the human-system interface by designing better systems and processes. This process may include simplifying and standardizing procedures, building in redundancy to provide backup

and opportunities for recovery, improving communication and coordination within teams, or redesigning equipment to improve interface.

Human factors research has been identified as a powerful means to reduce error and improve quality at the level of process design and redesign. Human factors research principles should be used when designing or redesigning processes or systems to reduce the possibility of error.

Reducing Variability - Variation is intrinsic to every activity of an organization. An excessive amount of variability can mean that procedures are inconsistent with the organization's goals. Additionally, excessive variability can indicate mistaken assumptions about the roles and tasks of those who work in the organization.

Reducing Variability Results in:

- **Decreased cost**
- **Decreased use of clinical resources**
- **Improved quality**
- **Improved service and detainee satisfaction**

Walter Shewhart studied variation in the 1920's and identified the fact that every process displays variation. He went on to explain that there are two forms of variation: controlled and uncontrolled.

In order to evaluate systems and processes it is important to understand the type of variation by which they are affected. The presence of uncontrolled variation in a system or process will make it difficult to trend data and reduce predictability. Process design and redesign should strive to achieve predictability. Predictability is the result of careful and constant attention to the uniformity, consistency and reliability of processes.

Evidence-Based Medicine - Minimizing variability can also be applied to the practice of medicine through the use of "best practices" based on evidence-based medicine. However, the variability in practice in clinical areas in which there is strong scientific evidence and a high degree of expert consensus about best practices indicates that the dissemination of this information is poor and clinicians lack incentives to promote rapid adoption of best practices.

Evidence-based practice requires that those who give the care consistently avoid both, under use of effective care and overuse of ineffective care that may be more likely to harm the detainee. To say that care is effective implies that it is evidence-based.

To that end PHS has embarked on an ambitious initiative to establish comprehensive disease management strategies. The following task forces have been established:

- Mental Health Task Force
- HIV Task Force
- Hepatitis C Task Force
- Disease Management Task Force

The work of these task forces has resulted in the development and implementation of policies, procedures and evidence based care processes that reduce variability and improve outcomes.

Sentinel Event - A sentinel event is defined as an occurrence involving death or serious physical or psychological injury, or risk thereof. Sentinel events designated for review in the QI Program include:

- Medication Errors resulting in detainee harm or death
- Mortalities
- Hospitalizations resulting from:
 - Diabetic Ketoacidosis
 - Ruptured Appendix
 - Heat related conditions
 - Status Asthmaticus
 - Gastrointestinal Bleed

In the event of a sentinel event, the PHS site QI committee should review the event using the Sentinel Event Record Review Form. The review will include the categorization of the event into one of the following three categories.

- **Category 1** -- Identifies an event that was expected with documentation being supportive of the outcome. This event will typically require review by the PHS Site Medical Director only. The Regional Medical Director can review at his discretion.
- **Category 2** -- Identifies an unexpected event with possible contributing factors that necessitate a more focused review. The PHS Site Medical Director, the site QI committee and Regional Medical Director will review the medical records and documentation of category 2 events. This will be reported to the corporate mortality review committee.
- **Category 3** -- Identifies events that require an in-depth review because of the unexpected nature of the event and/or identified contributing system and process causes. The site QI committee will establish a root cause analysis committee to review this event in concert with input from the site and Regional Medical Director.

A report will be provided to the PHS Corporate Morbidity and Mortality Review Committee.

By concentrating on events rather than errors, PHS focuses on a broader range of factors and reduces the temptation to look for a single cause or responsible party. In the PHS QI Program, the “pathophysiology” of adverse events is investigated using a Root Cause Analysis process. This process helps to identify true causes and contributing factors or conditions.

Mortality Review – PHS shall review mortalities involving detainees in the care and custody of PHS facilities. The purpose of the review is to evaluate the health care services provided, focusing on opportunities to improve systems and the quality of care. The purpose of the mortality review process is also to identify variations in the systems and processes established to provide care and to identify opportunities for improvement in these areas. A preliminary mortality review is completed within 24 hours of the death with a written report submitted to the Regional Medical Director and the PHS Chief Medical Officer. The preliminary review is also used to categorize the event. Category 2 events require the completion of a Sentinel Event Record Review Form. Category 3 events require the completion of a root cause analysis. The PHS Mortality and Morbidity Review Committee review all deaths.

Hepatitis C – PHS has an established Hepatitis Advisory Task Force responsible for the development of policy and practice related to Hepatitis. The Task Force has developed a resource manual that includes published studies, forms, best practice tools and treatment flow sheets that can be adapted to meet the needs of local communities, clients and PHS health care professionals. The Task Force has also established QI monitoring and statistical reporting tools specific to Hepatitis C exclusion criteria and therapy outcomes.

Credentialing – PHS has a formalized Credentialing Program that meets the standards established by the National Committee for Quality Assurance (NCQA). PHS’ Credentialing Program ensures that health care practitioners providing on-site service have the credentials required to practice within their field. Health care practitioners (employees and independent contractors) who provide on-site service at PHS contract sites are required to complete the credentialing process.

Peer Review Program - Studies suggest that providing targeted feedback is the most effective way to improve practitioner performance and the delivery of quality health care services. Targeted feedback is more effective when provided by a well-respected peer using specific performance indicators. PHS has established a standardized peer review process to facilitate the evaluation of physicians who provide service in PHS contracted facilities. The purpose of the peer review process is to evaluate the appropriateness of the care provided by the physician as well as to evaluate compliance with the requirements of their position description. The Peer Review Program is under the authority of the PHS Chief Medical Officer. The program includes standardized forms for evaluating administrative

responsibilities as well as care provided in physician sick call, chronic care and the infirmary setting.

The Regional Medical Director will provide direction and leadership of the Peer Review Program and chart review process. The Regional Medical Director, or other appropriate physician designee, will perform peer review for the Site Medical Director. Site Medical Directors are responsible for performing peer review for staff physicians.

Benchmarking - Benchmarking is the process of providing a practitioner with feedback regarding their performance relative to that of their peers. The theory behind benchmarking is that viewing performance data in the context of the performance of peers is a motivator for improvement.

The PHS QI Program includes Health Plan Employer Data and Information Set (HEDIS) measures for benchmarking PHS performance against community standards. The HEDIS indicators addressed in the PHS QI Program include:

- Women's Health
 - Mammograms
 - PAP Testing
 - Pre and Post Pregnancy Care
- Chronic Care
 - Diabetes Care
 - Hypertension

Grievances - The PHS QI Program reviews grievances to identify potential issues and to determine if patterns exist or develop. The PHS QI Program tracks and categorizes grievances, including grievances received from detainees, family members, legal counsel and correctional staff. PHS has an established process and log to address health care grievances.

Special Needs Monitoring - PHS has identified ten special needs groups that are monitored using standardized performance indicators consistent with national standards and PHS practice guidelines. Special needs monitoring is computerized and standardized throughout the company. This monitoring process allows the benchmarking of outcomes with other correctional health care programs. Special needs monitoring data will be reported electronically.

Site-Specific QI Program - The PHS QI Program emphasizes the importance of a site-specific QI Program and multidisciplinary committee. The site-specific program outlined in the PHS QI Manual is designed to meet national correctional standards. The site-specific program includes a sample QI plan, committee meeting agenda and a variety of monitoring

forms designed to review systems and processes related to medical, mental health and dental care. PHS' site management team at Santa Barbara County Facilities will enhance the QI screens available through the company's QI program, based on actual program data and the needs of patients

D.1.10 Chlamydia CDC/State of California Grant (Pg. 14)

The Public Health Department holds a contract with the State of California-CDC to perform Chlamydia testing in two of the Probation Facilities (Santa Barbara and Santa Maria Juvenile Hall). Reports/outcome data are developed quarterly and distributed to the contractor.

The Contractor will be responsible for outcomes associated with specimen collection, reporting requirements, treatment and follow-up care for the existing Chlamydia grant with the CDC/State of California. The Contractor will work with Public Health Department Representatives to ensure Contractor staff is proficient and understands grant requirements and standards. The Public Health Department/designee will maintain the grant and review statistics at the quarterly meeting. Penalty for non-compliance will equal any related loss of grant funds up to and including the full amount of the grant (currently \$45,000).

PHS will continue to be responsible for administering the existing Chlamydia grant with the CDC/State of California at SBJH and SMJH. PHS understands that it will have access to the County's Chlamydia database called CLASP.

PHS has had excellent compliance with the Chlamydia Screening Program, with 87.9% of all female juveniles booked into the Santa Barbara and Santa Maria Halls screened for Chlamydia by PHS medical staff.

D.1.11 Health Care Monitoring and Audits (Pg. 14)

Develop and implement written policy and procedures to collect statistical data and submit at least annual summaries of health care services. Establish policies and procedures to assure that the quality and adequacy of health care services are assessed at least annually.

- (a) Policy and procedures shall identify a process for correcting identified deficiencies in the medical and pharmaceutical services delivered.
- (b) Based on information from these assessments, submit an annual written report on medical and pharmaceutical services.
- (c) Medical services shall be reviewed at least monthly at documented administrative meetings.

The contractor will respond to, and participate in, medical surveys in a timely manner.

Written policy and procedures will continue to be developed and implemented by PHS to collect statistical data. PHS will submit summaries of health care services annually. In addition, PHS will establish policies and procedures to assure that the quality and adequacy of health care services are assessed at least annually.

- Policy and procedures shall identify a process for correcting identified deficiencies in the medical and pharmaceutical services delivered.
- Based on information from these assessments, submit an annual written report on medical and pharmaceutical services.

- Medical services shall be reviewed at least quarterly at documented administrative meetings. The contractor will respond to, and participate in, medical surveys in a timely manner.

D.1.12 Facility Inspection (Pg. 14)

Facility Inspection: Contractor will coordinate in conjunction with facilities administration annual independent medical, environmental, nutritional inspections of local detention facilities to assure compliance with the minimum standards as defined in California Code of Regulations Title 15 and Title 24. On-site medical staff will participate in these inspections.

PHS will continue to coordinate annual independent medical, environmental, nutritional inspections of local detention facilities to assure compliance with the minimum standards as defined in *California Code of Regulations Title 15 and Title 24*. On-site medical staff will participate in these inspections.

D.1.13 Referrals for Specialty Services (Pg. 14)

Referrals for Specialty Services: In consultation with the Facility Manager and/or designee, the Contractor will refer and coordinate referrals/transportation to health care services not provided on site.

PHS makes every effort to keep all medical care on-site to reduce off-site visits and transportation costs. In consultation with the Facility Manager and/or designee, PHS will continue to refer and coordinate referrals to specialty physician care, laboratory, and x-ray services at appropriate medical providers and/or the County Health Clinics as needed. PHS will refer to the County's clinics unless specialty care is not provided at the clinics.

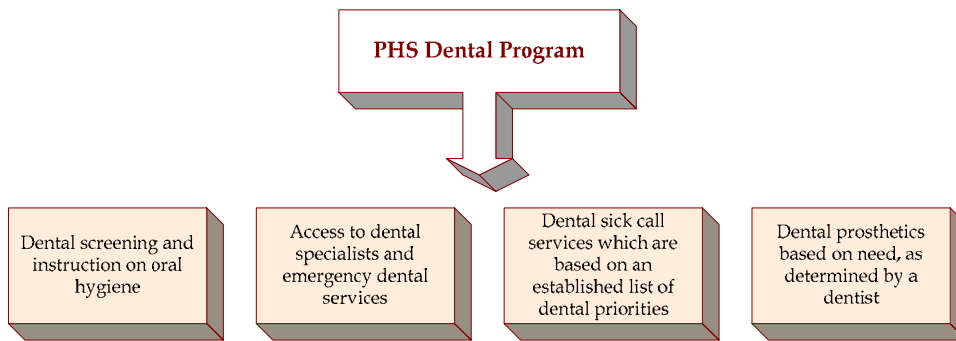
D.1.14 Additional Services for Sheriff Institution Only

D.1.14.1 Dental Services

PHS will additionally provide for the Sheriff Institutions dental services sufficient to provide for dental hygiene, dental care and emergency dental services, in accordance with all applicable standards including but not limited to the ACA – ADLDF standards for all inmates in the custody of the Santa Barbara County Sheriff Institutions. Dental services will include, at a minimum:

1. Dental screening within fourteen days of admission;
2. Dental hygiene services within fourteen days of admission;
3. Dental examinations within three months of admission;
4. Dental treatment, not be limited to extractions;
5. Appropriate and timely response to dental emergencies.

All inmates with a dental complaint will be screened and triaged by nursing staff before a dental referral is made. Nursing staff will contact the physician or dentist for patients requiring urgent care.



D.1.14.2 Emergency Room Services and Hospitalizations

In cases where conditions and health care needs beyond the scope and capability of the care that can be provided in the confines of the six facilities, PHS will continue to admit the inmate to a local hospital such as Cottage Hospital in the South County and Marian Medical Center in the North County. PHS' physician will conduct inpatient and outpatient services consistent with our Utilization Management (UM) Policy and Procedure.

PHS has an established contract with **American Medical Response West** to ensure access to emergency transportation. When emergency transportation services are needed, health care personnel will inform and coordinate the transfer with correctional personnel.

In order to help control expenses and utilization of costly inpatient hospital services, our physician and UM staff will review the medical necessity for, and give prior approval to, all inpatient admissions. Throughout the duration of any inpatient confinement, our physician and UM staff will continually monitor the medical necessity of the admission and will seek to have the patient discharged once clinically stable. In order to provide continuity of care, a discharge summary will be obtained from the hospital upon release of the patient. All patients discharged from the hospital will be seen by the physician or mid-level at the next scheduled sick call.

PHS' medical management model is structured to minimize the need for off-site care, and we will continue to make every effort to provide services on-site to contain the cost of off-site hospital and specialty care. From time to time, however, inmates require inpatient hospitalization. PHS will identify the need, schedule, coordinate and pay for any inpatient hospitalization of any inmate of the Santa Barbara County Facilities, subject to the defined catastrophic limits. This will include all institutional charges, physician charges and any and all additional charges. This also includes responsibility for making emergency arrangements

for ambulance service to the inpatient facility and reimbursement to the local ambulance organization for the services provided.

PHS's utilization and case management program is designed to provide value through hospital diversion whenever medically appropriate, and by maximizing on-site care management through full facility resource utilization and selection of providers with skills that increase available on-site procedures and specialties. The success of the **Utilization Management (UM) Program** is measured by outcome data, which demonstrates cost-effective, medically necessary evidenced based health care for offenders.

PHS follows the standards of the Utilization Review Accreditation Council (URAC), a national accrediting body for utilization review programs. While specifically developed to meet the unique requirements of the correctional environment, our system is designed and continually upgraded to meet the specifications of the commercial environment. Our program protects each offender's right to accessible and medically appropriate health care. Medically appropriate health care is defined in compliance with "consensus-based nationally accepted clinical practice guidelines."

The major components of the PHS Utilization Management Program include:

- A credentialing program for professional staff with a Credentialing Verification Organization (CVO) that is approved by the National Committee for Quality Care (NCQA);
- Pre-authorization, continued stay review, discharge planning, retrospective review, and prospective review of performance indicators and sentinel outliers;
- Authorization of emergency room (ER) visits, outpatient surgery, observation services, ambulatory referrals and high-cost services;
- Automated system with available fields that allow for specific information codes that allow customization for the client;
- Provider file for the authorization process for identifying preferred (contracted) providers;
- Daily census for all inpatient admissions for continuous on-line monitor of care
- Board certified panel of physician reviewers for specialty peer reviews;
- A panel of physicians and case managers that researches new procedures and medications, utilizing medical databases, for the most up-to-date information on disease management ;
- Population assessment methods to target disease management interventions in high-impact/low-prevalence diseases.

PHS consistently strives to base its' clinical decisions on **Interqual**, a nationally recognized clinical criteria set. This is the criteria set that is used by mature, well-managed health care systems in the commercial market. However, PHS will never withhold, delay or ration needed services or an offender's access to care to meet any such criteria. Importantly, PHS

does not provide its physicians with any form of bonus or financial incentive related to the level of services or medical treatment provided.

Our commitment is to provide “the right care, at the right place, at the right time.” PHS demonstrates value for clients while ensuring “best clinical outcome standards” for offenders under our managed care model.

PHS uses a multi-tiered physician review process for non-emergent outpatient referral requests. The on-site primary care physician initiates a request and forwards it to the Regional Medical Director. If the Regional Medical Director concurs with the primary care physician, the service is authorized and the appointment is scheduled. In those instances where, in the opinion of The Regional Medical Director, an alternative treatment plan would be more appropriate, he confers with the site medical director to establish the most effective plan of care.

PHS hires physicians with the knowledge and skill to diagnose and treat many medical conditions within the confines of the correctional setting. Appropriate utilization of diagnostic services and outpatient referrals is the responsibility of the primary care physician under the supervision of The Regional Medical Director. When services that have been shown to produce the same or better outcomes when managed on-site or are considered to be inappropriate, unnecessary or totally elective are requested, review by the Regional Medical Director is required prior to authorization. This review process assures that all appropriate services are reviewed and approved by a physician to assure that our patients receive the quality efficient health care in a timely manner.

Telephonic Grand Rounds

Telephonic grand rounds are held daily to review all hospitalized patients. All Regional Medical Directors, the Chief Medical Officer, the Vice-President of UM, designated site physicians and all case managers participate. The Regional Medical Director presents significant clinical information and current treatment. Discussion on a case-by-case basis by experienced correctional physicians with a wide background of clinical expertise including medicine, surgery and infectious diseases is a valuable tool to assure that our patients receive quality, efficient health care services. This informative and didactic format also creates an opportunity for professional growth among the participants.

Please refer to our **Utilization Management Program** in the **Attachments** for further information on the Hospitalization Pre-Approval Process, the Pre-Certification Process, Inpatient Case Management/Discharge and UM Cost Containment Program/Mechanisms.

D.2 Payment Schedule (Pg. 15)

D.2.1 Payment Terms (Pg. 15)

The County generally pays contractors monthly for provision of services in the amount of the contract (base amount). However, Respondents shall indicate their proposed payment terms.

RESPONSE REQUIRED

PHS provides a response to the RFP requirement for the “Payment Schedule” in our pricing narrative included with the **Cost Proposal** provided in **Section E**.

D.2.2 Exceed Average Daily Population (ADP) (Pg. 15)

Exceed Average Daily Population (ADP). The County may be charged a per diem rate per detainee/inmate for each detainee/inmate that exceeds the ADP on a quarterly basis. The contractor shall identify the amount of that per diem, how to calculate the ADP (for per diem billing purposes), and at what time of the day the ADP should be determined. Per diem payments, if any, will be billed separately by the Contractor on a monthly basis.

Either party may initiate negotiations with the other concerning the expansion of the facilities and the increased ADP.

RESPONSE REQUIRED

PHS provides a response to the RFP requirement for the “Exceed Average Daily Attendance (ADA)” in our pricing narrative included with the **Cost Proposal** provided in **Section E**.

D.2.3 Third Party Payments (Pg. 15)

Third Party Payments: Probation: For incarcerated detainees who have a “Court Order” for Placement, the Contractor will be responsible for coordinating/completing a Medi-Cal application with the Facility Manager. Upon receiving the Medi-Cal approval, contractor will use the information so that the Provider of services can bill and be paid by Medi-Cal.

If the Contractor is not the Provider of service, the Contractor will be responsible for supplying a copy of the insurance card every time a detainee/inmate receives the service.

In the event that health services provided to detainees/inmates of the Facilities are covered by third party payments, e.g., Workers' Compensation, no-fault insurance, Medicare, private health insurance, etc. to the extent allowed by law, the Contractor shall bill these services in the same manner as if they were provided by a private physician or health service. For each contract year of the Agreement, the Contractor shall, as an offset to its costs, retain fifty (50%) percent of all payments it receives from third-party payers up to one hundred thousand (\$100,000) per detainee/inmate and twenty-five (25%) percent of all payments in excess of one hundred thousand (\$100,000) per detainee/inmate. Contractor shall not be entitled to claim reimbursement from County programs including Medically Indigent Adult Program, County Workers' Compensation and County employee health insurance.

PHS shall assist the Probation Department in coordinating the completion of a Medi-Cal application for those detainees who meet Medi-Cal eligibility requirements and who have a “Court Order” for placement.

If PHS is not the provider of service, PHS shall supply the provider with any third party reimbursement information, including, where applicable, Medi-Cal information, every time a detainee receives the services from that provider. PHS' facility staff will communicate with the Facility Manager to be updated on the detainees' status. PHS will not seek or direct off-site providers to bill Medi-Cal, but will only provide the Medi-Cal information it has obtained. It will solely be the decision of the off-site hospital provider to evaluate and determine whether and to what extent Medi-Cal is available. Medicare is not an available payment source to individuals once they have been incarcerated, and PHS will not seek, direct or assist in Medicare reimbursement or provide information to outside providers concerning Medicare.

To the extent that health services provided by PHS to detainees/inmates are covered by third-party payment sources identified by PHS, those third-party payment sources will be billed by PHS, as permitted by state and federal law. Neither Medi-Cal nor Medicaid are available as payment sources for services provided on-site at the facilities once an individual has been incarcerated, and PHS shall not seek, direct or assist in Medi-Cal or Medicaid reimbursement for such on-site facility services.

D.3 Insurance (Pg. 16)

INSURANCE – Without limiting the Contractor's indemnification of the County, Contractor shall procure the following required insurance coverage at its sole cost and expense. All insurance coverage is to be placed with insurers which (1) have a Best's rating of no less than A: VII, and (2) are admitted insurance companies in the State of California. All other insurers require the prior approval of the County. Such insurance coverage shall be maintained during the term of this Agreement. Failure to comply with the insurance requirements shall place Contractor in default. Upon request by the County, Contractor shall provide a certified copy of any insurance policy to the County within ten (10) working days.

WORKER'S COMPENSATION INSURANCE – Statutory Workers' Compensation and Employers Liability Insurance shall cover all Contractor's staff while performing any work incidental to the performance of this Agreement. The policy shall provide that no cancellation, major change in coverage, or expiration shall be effective or occur until at least thirty (30) days after receipt of such notice by the County. In the event Contractor is self-insured, it shall furnish a copy of Certificate of Consent to Self-Insure issued by Department of Industrial Relations for State of California. This provision does not apply if Contractor has no employees as defined in Labor Code Section 3350 et seq. during the entire period of this Agreement and Contractor submits a written statement to the County stating that fact.

GENERAL AND AUTOMOBILE LIABILITY INSURANCE – The general liability insurance shall include personal injury liability coverage, shall afford coverage on a claims-made basis for all premises and operations of Contractor and shall include contractual liability coverage for this Agreement between County and Contractor. The automobile liability insurance shall cover all owned, non-owned and hired motor vehicles that are operated on behalf of Contractor pursuant to Contractor's activities hereunder. County, its officers, employees, and agents shall be named as Additional Insured's on any policy. *A copy of the endorsement evidencing that the County has been added as a named additional insured on the policy must be attached to the certificate of insurance.* The limit of liability of said policy or policies for general and automobile liability insurance shall not be less than \$5,000,000 per occurrence combined single limit for bodily injury and property damage. Personal injury liability coverage shall also be in the amount of not less than \$5,000,000 per occurrence and aggregate. Said policy or policies shall include severability of interest or cross liability clause or equivalent wording. Said policy or policies shall contain a provision of the following form: "Such insurance as is afforded by this policy shall be primary and contributory to the full limits stated in the declarations, and if the County has other valid and collectible insurance for a loss covered by this

policy, that other insurance shall be excess only". Said policy or policies shall provide that the County shall be given thirty- (30) days written notice prior to cancellation or expiration of the policy or reduction in coverage.

PROFESSIONAL LIABILITY INSURANCE – Professional liability insurance shall include coverage for the activities of Contractor’s professional staff with a limit of \$5,000,000 per occurrence and an annual aggregate of not less than \$10,000,000 for bodily injury and property damage. Said policy or policies shall provide that County shall be given thirty (30) days written notice prior to cancellation, expiration of the policy, or reduction in coverage.

PHS will carry professional liability insurance (PLI) in an amount of \$5,000,000 per occurrence and \$10,000,000 in aggregate. PHS’ PLI coverage is provided on a “claims made” basis and, therefore, PHS agrees to provide continuing PLI coverage for at least five (5) years after expiration or termination of contract.

Because the State of California has placed monetary caps on the amount of non-economic damages that can be awarded in medical malpractice lawsuits, PLI limits in amount of \$5 million per occurrence and \$10 million in the aggregate should not be necessary. Therefore, as a **significant cost saving alternative**, PHS proposes for Santa Barbara County’s consideration, industry standard professional liability insurance in an amount of \$1,000,000 per occurrence and \$3,000,000 in aggregate. A sample certificate of insurance indicating this coverage is included as an **Attachment**. Upon contract award, we will furnish an actual certificate of insurance to Santa Barbara County, whereby Santa Barbara County, its officers and employees are named as additional insureds.

Please refer to our **Cost Proposal** for an analysis on cost savings associated with reduced levels of PLI.

D.4 Two Reasons to Re-Open the Contract (Pg. 17)

TWO REASONS TO RE-OPEN THE CONTRACT - There are two reasons that would justify re-opening the contract before termination/completion:

1. County Split. On June 7, 2006, the voters in Santa Barbara County will decide whether or not to split Santa Barbara County into two counties. The new County would be called Mission County and would include the cities of Santa Maria, Lompoc and Guadalupe, which are Santa Barbara County’s northern cities. The proposed Mission County does not have a jail. If the voters approve the split, it is expected that Mission County would contract with Santa Barbara County to house their inmates at least until July 1, 2010.
2. Build a Second County Jail. The Sheriff has secured \$2 million in funding towards the purchase of land to build a second County jail. The jail would be built in Santa Maria, 60 miles north of Santa Barbara. The County’s only jail is located in Santa Barbara. Even if the Sheriff secured all of the money necessary today to build and operate a second County jail, the earliest it would be up and operational would be July 1, 2010.

ACKNOWLEDGED

D.5 Contract Deliverables (Pg. 18)

D.5.1 Transition (Pg. 18)

The Contractor will meet jointly with the Probation & Sheriff Department and Public Health Department as soon as possible after the Board of Supervisors has approved the contract.

The advantage to retaining PHS as your provider is the continuity of services and a seamless contract transition with no disruption. PHS is committed to continuing to provide the clinical and administrative leadership required to effectively manage the health care program for the Santa Barbara County Probation and Sheriff Institutions. PHS has allocated staff to meet the clinical, operational, contract and performance requirements for services at the Detention Centers.

Leading on-going Regional, Corporate, and Local Support Personnel for this contract are:

Management	Responsibilities
Craig Underwood Division Vice President	Accountable for overall operational and contractual performance of the health care program at the Santa Barbara County Facilities. Mr. Underwood is also charged with coordination and integration of corporate support functions for site-level applicability and as a client liaison will work closely with the Santa Barbara County administration to resolve issues and operational challenges.
Deborah Schutz, RN, JD Regional Vice President (California-based regional office)	Direct operational responsibility for the Santa Barbara County contract, serving as the primary liaison for on-going contract support. In this role, she is responsible for overall contract administration, compliance with contract requirements and ensuring/maintaining a responsive, consultative working relationship with Santa Barbara County administration.
Steven F. Scheibel, MD Regional Medical Director (California-based regional office)	Responsible for the management of all on-site clinical care, peer review and related protocol development and implementation for PHS' sites in the Western Region, including the Santa Barbara County program.
Dr. Zylstra, Santa Barbara County Medical Director	Will continue to be responsible for the successful healthcare delivery for the six facilities to ensure an uninterrupted transition of healthcare services.
Gary Ogilvie, RN Santa Barbara County Health Services Administrator (HSA)	Will continue to be responsible for the provision of the management services to ensure an uninterrupted transition of services.
Jon Walker Vice-President of Business Development	Will act as PHS's Customer Service Contact, working with PHS's onsite team, Regional and Corporate Management, and Santa Barbara County to effectively implement and operate the contract and meet the needs of Santa Barbara County.

Craig Underwood, Division Vice President, Deborah Schutz, RN, JD, Regional Vice President, and Jon Walker, Vice-President of Business Development will meet jointly with the Probation and Sheriff Department and Public Health Department as soon as possible after the Board of Supervisors has approved the contract.

PHS will continue to have the full compliment of corporate resources and dedicated personnel to continue to assist you in a future contract. Additional corporate resources for support include the following management personnel and associated responsibilities:

Management	Responsibilities
Carl J. Keldie, MD, FACEP Chief Medical Officer	Establish peer review, quality improvement and utilization review processes for this project; development of policies related to utilization review, pharmacy, and appropriate use of resources with oversight of the credentialing process.
Eric Thraikill Vice President, Chief Information Officer	Implementation and ongoing management of the Management Information Systems and Claims Payment processes.
Joanna Garcia Vice President, Network Development/Provider Relations	Network development/provider contracting for off-site services including hospital services, specialty physicians, and ancillary providers.
Andrew Schwarcz Senior Vice President, Chief Legal Officer	Oversight of contractual and legal issues concerning contract implementation procedures; implementation of risk management protocols, ethics protocols for new employees.
Scott Hoffman Senior Vice President and Chief of Administration	Coordination of all recruitment activities and employee communications during transition; assignment of dedicated corporate recruiter and employee benefits staff to the Division; oversight of employee benefit management and communications/enrollments of existing employees.

D.5.2 Facility Staffing Schedule (Pg. 18)

Every effort will be made to assign permanent staff to each facility. The Contractor will coordinate interviews and assignment of permanent staff in consultation with the facility manager, who may or may not choose to participate in the interview process. There is an interest in maintaining consistent medical staff. It is also the intent of the County to maximize productivity of a single staff unit cross-trained throughout Probation and Sheriff Facilities to maximize coverage.

The staff's schedule/hours will be predicated on the individual needs of each facility and approved by the facility manager.

Removed: Now Exhibit A of Contract

D.5.3 Ancillary Staff (Pg. 18)

ANCILLARY STAFF. The Contractor will employ any and all administrative and managerial staff needed to accomplish the Scope of Work and Contract Deliverables.

PHS will continue to employ any and all administrative and managerial staff needed to accomplish the Scope of Work and Contract Deliverables described in this section. The staff has been included in the staffing pattern in **Section D.5.1.**

D.5.4 Recruitment and Retention (Pg. 18)

RECRUITMENT AND RETENTION PLAN FOR PHYSICIANS, NURSES, AND ALLIED HEALTH PROFESSIONALS. The Contractor shall provide a plan to recruit and retain nurses, physicians, and health care professionals, and how to cover for staff's short term absences, both planned (vacations, etc.) and unplanned (illnesses, etc.).

RESPONSE REQUIRED

PHS acknowledges the difficulty of recruiting and retaining quality staff in this environment. We maintain a fully staffed human resources department charged with the recruitment, development and retention of an exemplary workforce nationwide. Recruitment efforts for Santa Barbara County Institutions will be facilitated through the Regional Office in Alameda, California, with support from the Corporate Office in Brentwood, Tennessee. Working in collaboration with the PHS implementation team and PHS' personnel at other California sites, aggressive recruitment and retention strategies will be followed and updated as needed. **Santa Barbara County facilities are currently running at full staff.**

PHS annually recruits, places and orients approximately 1,000 medical, mental health and support personnel. PHS conducts continuous recruitment/staffing initiatives through local, regional and national advertising. In addition to corporate-level support on recruitment issues, PHS maintains recruitment efforts at various regional offices and establishes recruitment strategies specific to the needs of contracted sites.

PHS has consistently demonstrated our ability to recruit and retain qualified staff for our contracted health care programs. PHS will utilize the following internal and external resources to ensure the quality of health care staff for Santa Barbara County Institutions.

Internal Resources

Promoting Existing Staff

PHS offers opportunities for advancement and job growth. PHS posts job opportunities internally and through its Website.

Temporary Staff Changes

Frequently, staff working on an as-needed basis ("PRN") either from a PHS employment pool or from a contracted staffing agency are interested in permanent full-time or part-time positions. Since these employees have already been oriented to the facility and have had an opportunity to prove their ability to perform, PHS may draw from this readily available and experienced personnel resource.

Temporary Assignment

In some cases, we are able to temporarily assign health care personnel from one market/area to another due to changes in contract status, individual employee desires or other factors. This again supplies a ready source of employees already trained in correctional health care as well as PHS policy and procedure.

PHS will arrange job fairs around various facilities/locations throughout the State of California, and at the same time conduct research to leverage opportunities and methods for recruiting qualified staff in Santa Barbara County. External recruitment resources include:

Local Publications - Advertising in local publications, surrounding areas and regional papers and publications.

- **Conferences** - Participating in local, state and national professional conferences (NCCHC, ACA, AJA, etc.).
- **Nursing Publications** - Advertising in nursing journals, including print and internet advertising.
- **Professional Publications** - National advertising in business or professional publications (i.e., various physician specialty journals, American Psychological Association, etc.).
- **Resume Files** - Maintaining and referring to active resume files obtained from a variety of sources (i.e., advertising, job fairs, company Website, etc.).
- **Direct Mail** - Target marketing through direct mail recruitment (i.e., letters, postcards, flyers).

- **Radio** - Targeted radio advertising in various local markets.

Internet Recruitment Strategies

Websites frequented by targeted professionals.

Websites associated with certain professional organizations and publications

Health care career websites such as Miracleworkers.com (the largest health care job opportunities website).

D.5.5 Annual Status Report (Pg. 18)

ANNUAL STATUS REPORT. The Contractor shall provide the Probation Department (Institutions Managers, Deputy Chief, CFO and PHD Contract Manager) and Sheriff Department (Jail Operations Lieutenant, Chief Deputy and CFO) with a summary of health care activities and hospitalizations. The report is to summarize services by type and place performed for each of the facilities and the cost of each service. It shall include health and utilization trends, any recommendations for improved services, and address whether or not the care provided met the community standard and were the desired patient outcomes achieved.

The Respondent shall provide a sample format to be utilized in meeting this reporting requirement.

RESPONSE REQUIRED

PHS will continue to provide the Probation and Sheriff Institutions with a summary of health care activities, occurring both inside and outside of the six facilities. The report will summarize services by type and place performed for each of the six facilities and the cost of each broken out by inpatient and out-patient services. It will include health and utilization trends, any recommendations for improved services, and address whether or not the care provided met the community standard and were the desired patient outcomes achieved.

In the **Attachments**, PHS provides a sample format that is presently used for the Santa Barbara County Facilities.

D.5.5 Performance Measures (Pg. 19)

PHS will continue to report the following performance measures at the quarterly State Probation Department meetings, and monthly Sheriff's Department meetings:

- Number and percentage of inmates/detainees screened at in-take.
- Number and percentage of inmates/detainees' health appraised within 96 hours of admission (including holidays and weekends).
- Number and percentage of inmates/detainees who received diagnostic and laboratory evaluation within seven days of admission.

- Number and percentage of inmates/detainees referred to specialty care.
- Number and percentage of inmates/detainees who attended sick call.
- Number and percentage of inmate/detainees who require pharmaceuticals.
- Maintain IMQ accreditation of all six facilities.
- Pass the Board of Corrections Health Inspection.

PHS will continue to report the following performance measures annually:

- Pass Inspection for Pharmacy audit

PHS will continue to report the following performance measures biannually:

- Maintain IMQ accreditation at all six facilities
- Pass the Corrections Standards Authority and Rehabilitation Health Inspection.

PHS agrees to performance measures specific to Sheriff Facilities as listed in RFP:

- Physician/MD must be present nineteen (19) out of twenty (20) weekdays;
- Pregnant women and AIDS patients referred to Public Health Department within 14 days of booking;
- One hundred percent (100%) inmate sick call requests must be seen within three sick call days from receipt of request;
- Achieve an 85% (eighty-five percent) staff level Registry: One thousand five hundred forty hours per biweekly pay period of non-professional staff;
- Staff Licenses due by the 10th of month in each quarter due (July, October, January, & April).

Exhibit D
AVERAGE HOURLY WAGE by POSITION
July 1, 2006

Position	Mon	Tue	Wed	Thu	Fri	Sat	Sun	TBS *	# Hours	Hourly Rate (\$)	Locations
Medical Director	8	8	8	8	8				40	\$ 68.17	Main Jail
Dentist	8		4						12	\$ 81.40	Main Jail
DON	8	8	8	8	8				40	\$ 36.50	Main Jail
MRC	24	24	24	24	24				120	\$ 14.59	Main Jail
RN	46	46	46	56	46	30	30		300	\$ 34.00	Main Jail
LPN	38	38	38	48	28	20	20		230	\$ 22.00	Main Jail
Physician								6	6	\$ 68.17	Santa Barbara Juv. Hall
RN	6	6	6	6	6				30	\$ 34.00	Santa Barbara Juv. Hall
Physician								6	6	\$ 68.17	Los Prietos Boys' Camp
RN	8	8	8	8	8				40	\$ 34.00	Los Prietos Boys' Camp
Physician								24	24	\$ 68.17	Santa Maria Juv. Hall
RN Coordinator	8	8	8	8	8				40	\$ 36.50	Santa Maria Juv. Hall
RN						8	8		16	\$ 34.00	Santa Maria Juv. Hall
LVN	4	4	4	4	4			4	24	\$ 22.00	Santa Maria Juv. Hall
Medical Assistant	8	8	8	8	8	8	8		56	\$ 14.77	Santa Maria Juv. Hall