

**CORRECTIONAL MEDICINE AGREEMENT**

**TERMS AND CONDITIONS**

**BETWEEN**

**SANTA BARBARA COUNTY SHERIFF'S OFFICE,**

**PROBATION DEPARTMENT, AND**

**CORIZON HEALTH, INC.**

**Effective July 1, 2013 through June 30, 2015**

## **CORRECTIONAL MEDICINE AGREEMENT TERMS AND CONDITIONS**

This Correctional Medicine Agreement, Terms and Conditions, and Exhibits attached hereto (together referred to herein as the "Agreement") are effective as of July 1, 2013, by and between the County of Santa Barbara, California ("County"), and, Corizon Health, Inc., a Delaware corporation, (hereinafter referred to as "Contractor", as described further below). For purposes of this Amendment, the County and Contractor shall be referred to collectively as the "Parties."

### **RECITALS**

WHEREAS, Parties entered into an Original Correctional Medicine Agreement on or around June 14, 2006 (hereinafter the "Original Agreement"), by which Contractor assumed the responsibilities of certain healthcare services to be delivered to individuals in the custody of the Santa Barbara Sheriff's Office (hereinafter the "Sheriff") and the Santa Barbara Probation Department (hereinafter "Probation") for the period of July 1, 2006 through June 30, 2009; and

WHEREAS, Parties entered into an Amended Correctional Medicine Agreement on or around July 16, 2009 (hereinafter the "Amended Agreement"), by which Contractor assumed the responsibilities of certain healthcare services to be delivered to individuals in the custody of the Sheriff and Probation for the period of July 1, 2009 through June 30, 2011 and the Amended Agreement was subsequently extended through June 30, 2013; and

WHEREAS, Contractor has provided satisfactory services to County through the term of the Original Agreement and the Amended Agreement; and

WHEREAS, Parties have agreed that the terms and conditions of this instant Agreement shall govern the Parties' rights and responsibilities as such relate to the services defined hereunder for the period of July 1, 2013 through June 30, 2015, as well as any extension exercised by the Parties;

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 Youths 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.

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 Youths related to the medical services they receive pursuant to this Agreement, Inmate and Youth medical records, Inmate and Youth billing claims, Inmate and Youth 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”**: Corizon Health, Inc., a Delaware corporation, whose principal office is located at 105 Westpark Drive, Suite 200, Brentwood, Tennessee, 37027, its employees and agents.

1.5. **“Board of State and Community Corrections”**: The State agency that oversees the application and compliance with California Code of Regulations Title 15 (Program) and Title 24 (Facility) Standards for the operation of local juvenile and adult detention facilities.

1.6. **“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.

1.7. **“Custody Administrative Lieutenant”**: The designated individual for the County Sheriff's Office responsible for financial, operational and contractual matters regarding this Agreement.

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

1.12. **“Effective Date”**: July 1, 2013

1.13. **“Estimated ADP”**: For Sheriff Detention Facilities the Estimated ADP is 1,240 Inmates in Year 1 of the Agreement and 1,293 in Year 2 of the Agreement. For Probation Detention Facilities the Estimated ADP is 185 Inmates in Years 1 and 2 of the Agreement.

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

1.15. **“Holding Facility”**: Santa Maria Type -2 Holding Facility for Inmates, located at 812 A West Foster Road, Santa Maria, CA, 93455.

1.16. **“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 for the Sheriff’s Office.

1.17. **“Nurse Coordinator”**: A full time Nurse Coordinator will be dedicated to the Probation Department and shall provide administrative services including employee hiring; staff development, evaluation and discipline; case management; policy and procedure development and implementation; at the Probation Facilities under the guidance of the HSA.

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

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

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

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

1.22. **“Medical Services”**: The combination of both physical health and mental health services.

1.23. **“Mental Health Provider”**: Contractor’s mental health professional who will be responsible for administering mental health services to Inmates in the custody and control of the Sheriff’s department as outlined in Exhibit C, attached hereto and incorporated herein by reference.

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 Supervisor/Discharge Planner”**: Contractor’s Registered Nurse who shall be responsible for supervising the Contractor’s clinical staff and resolving administrative issues, staffing and personnel concerns; and utilizing community and County resources to develop health care teaching programs; and coordinating discharge planning for Inmates.

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

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

1.29. **“Program Coordinator”**: Contractor’s Registered Nurse is responsible for the day-to-day operations of the two Probation Detention Facilities, and shall serve as supervising nurse manager with the authority to oversee the administrative requirements of the program, such as recruitment, staffing, data gathering, financial monitoring, policy and procedure development and review, contracts, medical record keeping, supervision of clinical staff, coordination of on- and off-site services and other management services for the Probation Department and in coordination with the Probation Managers.

1.30. **“Property”**: All County Equipment and other County real and personal property.

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

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

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

1.34. **“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.

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

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

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

1.38. **“Utilization Review”**: Services to be provided by County’s designee which consists of reviewing claims and assigning appropriate reimbursement rates for the Costs of Outside Medical Services provided to Inmates/Youth.

1.39. **“Youth”**: A juvenile or adult in actual physical custody of the Probation Department.

## 2. Terms

2.1. **Term of Agreement.** The parties have agreed to enter into this Agreement for a period of two years. For purposes of this Agreement, the term shall be from July 1, 2013 – June 30, 2015. At the end of this term, the parties may exercise an optional extension: July 1, 2015 -June 30, 2017 upon mutual written agreement, unless this Agreement is earlier terminated as provided herein. Additionally, the Medical Services provided by Corizon to County during the July 1, 2011 through June 30, 2013 term of the Agreement are hereby ratified by the Board of Supervisors.

2.2. **Extension of Agreement.** 180 days prior to the expiration of this Agreement (January 1, 2015) 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. Pricing for the extension, if exercised, shall be based on the mutual written agreement of the County and Contractor.

## 3. Medical Services

The Contractor shall provide the following Medical Services to the Inmates and physical health care to Youth housed within the Sheriff’s Detention Facilities and the Probation Detention Facilities, as specified below and in Exhibits B and C of this Agreement:

3.1. **Services for Inmates and Youth.** Inmates and Youth shall be provided the following 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 at the Sheriff's and SMJH detention facilities;
  - (ii) Monday-Friday at LPBC/LPBA;
  - (iii) Sick Call slips shall be triaged seven days a week upon request for the 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 in a timely fashion not to exceed seventy two (72) hours;
- h) respond to medical emergencies; treat accidents and injuries; and provide emergency first aid, including CPR;
- i) complete referrals to the Mental Health Provider and identify substance abuse, as necessary.

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) Provide a comprehensive mental health program in accordance with the standards of the National Commission on Correctional Health Care, American Correctional Association, CCR Title 15, Minimum Standards for Local Detention Facilities, and Institute for Medical Quality as more fully set forth in Exhibit C attached hereto and incorporated herein by reference.
- f) 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 Youths.** In addition to the services provided in Section 3.1 above, Contractor shall also provide the following services to the Youths:

- a) complete health appraisals of Youths 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 Youth's parent or guardian;
- c) complete child abuse reports and any other reportable abuse reports on an adult as prescribed by law.

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 Youth 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 Youths' 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 and Youth inquiries, complaints, grievances, writs, and court requests as directed but in no case later than five (5) days from receipt of such, or as otherwise directed by County Counsel or the Facility Administrative Lieutenant, Facility Probation Manager or designee. Contractor shall cooperate with County Counsel and the Facility Administrative Lieutenant, Facility Probation Manager, 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) any medical testing or obtaining samples that are forensic in nature for Inmates or Youths;
- b) Emergency Department visits, hospitalizations, or dental care for Youths;
- c) 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.
- d) any Inmate who has not been cleared for booking or assigned a booking number relevant to the Sheriff's Facilities,
- e) medical costs associated with the medical care of infants born to Inmates;
- f) costs of exceptional blood products (e.g., Factor 8);

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

h) Mental Health services for Youth.

#### **4. Ancillary Services and Health Care Testing**

##### **4.1. Pharmaceutical Management Services.**

4.1.1. Contractor 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 a mutually agreed upon 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 a pharmaceutical vendor to answer questions about medications, dosing, drug interactions, alternative medications (drugs in the same therapeutic class), treatment protocols and drug identification.

Contractor will provide the Sheriff and Probation Department a report by the 10th of each month which details the medications ordered and costs for the previous month. These reports will include a breakdown of psychotropic and non-psychotropic medication, and generic vs. non-generic medication. 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 the pharmaceutical vendor based upon on-site reviews and inspections, and shall utilize the pharmaceutical vendor for in-service presentations, updates on new medications, and recommendations for Provider practice patterns.

4.1.3. **Administering Psychotropic Medications.** Contractor shall be responsible for prescribing and adjusting psychotropic medication for Inmates. Psychotropic medications will be prescribed for the treatment of mental health issues and not solely for behavior management. Prescribing clinicians will advise Inmates of the risks of taking psychotropic medications prior to any being prescribed.

Contractor's health care staff will follow approved policies and procedures for emergency use of forced psychotropic medications as governed by California law. Contractor's policy on forced psychotropic medication requires physician authorization prior to use and the specifics of when, where, and how the psychotropic medication may be forced.

When a physician orders psychotropic medication to be forced, documentation in the inmate's health record will include:

- The Inmate's condition;
- The threat posed;
- The reason for forcing the medication;
- Duration of therapy;
- Other treatment modalities attempted, if any;
- Treatment goals for less restrictive treatment alternatives as soon as possible; and specific measures performed to be in compliance with applicable laws.

4.1.4. County shall be financially responsible for all medications. Contractor shall submit monthly invoices to the County based on monthly usage. The County shall pay said invoices in accordance with Section 5 of the Agreement.

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

4.2.1. **Immunizations.** Immunizations shall be verified and administered, as appropriate. For Youth, a program shall be started to bring the Youth'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 Coast 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.

4.2.2. **Tuberculosis Testing and Treatment Services.** As set forth in Exhibit B, all Inmates/Youths 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; Youths 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/Youths. PHD shall be responsible for conducting confirmatory chest x-rays on the Inmates/Youths.

4.2.3. **Food Service Worker TB Testing.** Contractor shall provide TB screening for food service, and MSF and for LPBC/LPBA Youth kitchen workers within 24-hours of County request.

4.2.4. **AIDS and HIV Treatment Services.** Contractor shall schedule appointments for all AIDS and HIV positive Inmates/Youths at the PHD Infectious Disease Clinic, or with a community Infectious Disease Specialist, for treatment within 14-days of booking. Written laboratory results must accompany newly diagnosed HIV patients.

4.2.5. **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/Youth 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.

4.2.6. **Chlamydia Testing.** Contractor will test 100% of female Youths annually for Chlamydia. Contractor shall collect specimens, and provide treatment and follow-up care to all female Youths and all symptomatic male Youths.

4.2.7. **Bridge Orders and Continuity of Care.** Contractor shall work in coordination with Inmate's and Youth's primary care physician and psychiatrist to assure medically necessary services, medications, and treatments are continued while the Inmate and Youth are in custody at the Sheriff's and/or Probation Facilities as set forth in IMQ Health Care Standards J-319, Continuity of Care. Contractor shall provide Inmates and Youths released from the Sheriff's and Probation Facilities and/or their parent(s) or legal guardian written instructions for the continuity of care including but not limited to: name and contact information of community providers for follow-up appointments, and prescriptions as appropriate.

4.2.8. **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 Services.**

- a) For Contract Year 1 (July 1, 2013 – June 30, 2014), the County agrees to pay Contractor an annual base compensation in the amount of \$3,499,971.00, payable in twelve (12) equal monthly installments of \$291,664.00.
- b) For Contract Year 2 (July 1, 2014 – June 30, 2015), the County agrees

to pay Contractor an annual base sum equal to the Contract Year 1 base compensation adjusted by the most recent twelve (12) month percentage change in the Medical Care Component of the United States Department of Labor Consumer Price Index for all Urban Consumers for the West region, or 4.0%, whichever is less, payable in twelve (12) equal monthly installments.

- (i) As the effective date of this Agreement, the annual base compensation for Contract Year 1 is \$3,499,971.00. Hence, the annual base compensation for Contract Year 2 would not exceed \$3,639,969.84, payable in twelve (12) monthly installments not to exceed \$303,330.82; provided that, Parties do not amend the Agreement to increase the annual base compensation for Contract Year 1, thus increasing the not to exceed annual base compensation for Contract Year 2 as defined hereunder.

## 5.2. **Cost for Probation Services.**

- a) For Contract Year 1 (July 1, 2013 – June 30, 2014), the County agrees to pay Contractor an annual base compensation in the amount of \$778,644.00, payable in twelve (12) equal monthly installments of \$64,887.00.
- b) For Contract Year 2 (July 1, 2014 – June 30, 2015), the County agrees to pay Contractor an annual base sum equal to the Contract Year 1 base compensation adjusted by the most recent twelve (12) month percentage change in the Medical Care Component of the United States Department of Labor Consumer Price Index for all Urban Consumers for the West region, or 4.0%, whichever is less, payable in twelve (12) equal monthly installments.
  - (i) As the effective date of this Agreement, the base compensation for the Contract Year 1 is \$778,644.00. Hence, the annual base compensation for Contract Year 2 would not exceed \$809,789.76, payable in twelve (12) monthly installments not to exceed \$67,482.48; provided that, Parties do not amend the Agreement to increase the annual base compensation for Contract Year 1, thus increasing the not to exceed annual base compensation for Contract Year 2 as defined hereunder.

5.3. For budgetary purposes, the Parties agree that the projected cost of medications for Contract Year 1 (July 1, 2013 – June 30, 2014) are as follows: 1) Sheriff: \$450,000.00 and 2) Probation: \$130,000.00. Parties acknowledge and agree that consistent with Section 4.1.4 of the Agreement, as set forth above, the County is solely responsible for the actual cost, rather than the projected cost, of medications for the term of the Agreement, including, but not limited to, Contract

Year 1.

5.4. **Costs 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 Office on the 2nd and 4th Friday of each month. The Sheriff's Office and Probation Department shall respectively 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.

5.5. **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/Youths. 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 1252 inmates or 185 Youth 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.

5.6. **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 Office 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 A hereto. Exhibit A shall be updated on an annual basis.

5.7. **Invoices.** Contractor shall submit monthly invoices to the business office of the Sheriff of Santa Barbara County and 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 and acceptance of correct and complete invoices from Contractor. Acceptance of invoices shall not be unreasonably withheld. 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.

5.8. **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.

5.9. **Funding.**

5.9.1. 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 a Notice, and in accordance with the terms of Sections 17.5 and 17.6, will cease and terminate.

5.9.2. 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.

#### **5.10. Third Party Payments.**

5.10.1. 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/Youths insurance information it has collected to these Providers.

5.10.2. For Youths 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 Youth's insurance card, if Youth has one, when a Youth 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.

5.10.3. Patient Protection and Affordable Care Act (ACA): In collaboration with Probation, Sheriff, ADMHS, and the Department of Social Services (DSS), Contractor shall develop policy and protocol to maximize the benefits of the ACA for the Inmates and Youths residing in the Sheriff and Probation Detention Facilities, including reviewing current and future ACA statutes and regulations and establishing protocols consistent with those laws.



## 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 Exhibits B and C. In developing a Quality Management Program, Contractor shall include a review of the following areas: Inmates/Youths 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 Youths, 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 Office, 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 Medical 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 Medical Services program. The Sheriff Office's committee shall consist of the Sheriff's Chief Deputy of Custody Operations or designee, Contractor's HSA, Director of Nursing, Nursing Supervisor, and Medical Director. The Probation Department's committee shall consist of the Deputy Chief of Probation Institutions, the Probation Managers, Program Coordinator, Medical Director, 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/Program Coordinator 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 LPBC/LPBA 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, and CFO) and the Sheriff's Office (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. **Board of State and Community Corrections (BSCC) 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 Services non-compliance ratings.

6.4.2. **Environmental Health, Medical Services, 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 Services.

6.5. **Contract Monitoring.** 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.

6.6. **IMQ, or Other Mutually Agreed Upon Accreditation.** Contractor shall meet and maintain the Institute Medical Quality (IMQ), or other mutually agreed upon state or national accrediting body standards for the Medical Services mental health and dental services provided at the Sheriff's and Probation Detention Facilities throughout the term of this Agreement, including the payment of any application and inspection fees. In accordance with this Agreement and the Quality Indicators set forth in Section 6.7, County shall fine Contractor \$25,000 any time Contractor fails to meet and maintain applicable accreditation standards under the control and responsibility of Contractor, which amount shall be deducted by County from the invoice.

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 Youths/Inmates who received diagnostic and laboratory evaluations according to standards;
- b) The number and percentage of Youths/Inmates referred to specialty care;
- c) The number and percentage of Youths/Inmates who attended sick call;
- d) The number and percentage of Youths/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 Youth sick call requests shall be seen within 24 hours or the first subsequent day medical personnel are available, but not to exceed 3 days;
- d) 95% of the Inmates shall have a Health Appraisal within 14 days of the booking date;
- e) 100% of the Youths held more than 72 hours shall have a Health Appraisal within 96 hours of the booking date;
- f) Contractor will test 100% of female Youth annually for Chlamydia;

- g) Upon release from the Probation Detention Facility, 100% of Youths and their parent(s) or guardian(s) will receive appropriate instructions for their continued physical health needs in writing, and prescriptions as appropriate.

Each month 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/Youth. 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 5.7.

7.1.2. Monthly, the HSA/designee and Program Coordinator shall provide the original scheduled coverage and actual schedule performed to the Custody Administrative Lieutenant and the Deputy Chief of Probation Institutions in an electronic format. A separate list in electronic format shall be provided with unfilled clinical position hours, the clinical staff members scheduled and the corresponding average hourly rate for the clinical positions as provided in Section 5.7.

7.2. **Staff Licenses.** Staff Licenses shall be maintained in active status and be submitted to the Facility Administrative Lieutenant and the Deputy Chief of Probation Institutions by the 10<sup>th</sup> 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 Services treatment provided pursuant to this Agreement.

7.4. **Appointment of Key Staff.** Contractor and County shall jointly interview and select the HSA, Program Coordinator, Medical Director, Psychiatrist, and Nursing Supervisor. Contractor shall, upon the written request of either the Sheriff's Office and Probation Department remove the HSA, Program Coordinator, Medical Director, Psychiatrist or Nursing Supervisor when in the opinion of the Department 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. **Prison Rape Elimination Act of 2003 (PREA) P.L.108-79.** Contractor and Contractor's staff who are providing services pursuant to this Agreement and have any level of interaction or potential for interaction with Inmates or Youths, shall comply with PREA standards, including, but not limited to, any training requirements set forth therein.

7.6. **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 agent.

County reserves the right to notify the HSA and Program Coordinator 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 Contractor's 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.

7.7. **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).

7.8. **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 coordinate with appropriate Mental Health staff to ensure complete, available, and confidential medical records.

8.1.2. **Medical Records of Youths.** All Youths 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 Youth 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 Services records prepared by Contractor for Inmates and physical health records of Youths shall be the Property of County. Contractor shall provide the Sheriff's Office /Coroner, Probation Department, County Counsel, ADMHS, 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 - 56.37 and federal HIPPA laws respecting the confidentiality of records. The County and Contractor shall maintain the confidentiality of any information regarding Inmates /Youths (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/Youth.
- 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.
- d) Business Associate. The parties have agreed to enter into a Business Associate Agreement (BAA), which is attached hereto as Exhibit D and incorporated by reference.

## 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 shall keep such business records pursuant to this Agreement as would be kept by a reasonably prudent practitioner of Contractor's profession and shall maintain such records for at least four (4) years following the termination of this Agreement. All accounting records shall be kept in accordance with generally accepted accounting practices. County shall have the right to audit and review all such documents and records at any time during Contractor's regular business hours or upon reasonable notice. In the event of an audit of Contractor's business records, County agrees to enter into a Confidentiality Agreement upon Contractor's request.

Furthermore, County understands that many of the systems, methods, procedures, written materials and other controls utilized by Contractor in the performance of its obligations hereunder may be proprietary in nature and will remain the property of Contractor. Information concerning such may not, at any time, be used, distributed, copied or otherwise utilized by the County, except in connection with the delivery of health care services hereunder, or as permitted or required by law.

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 Youths, except in cases of emergencies. Contractor shall pay for care resulting from court orders, as further described in Section 3.4, 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 Youth 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 and annually review each. 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 Youths 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 Probation Managers and the Custody Administrative Lieutenant upon request.

8.9. **Assessments on Use of Restraints.** Contractor shall provide medical assessments and medical clearance when restraints 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 Youth, Inmate, and Custody Staff complaints or other items regarding any aspect of Medical Services delivery in accordance with the Sheriff and Probation State Minimum Standards. Inmate/Youth complaints shall be part of the Medical Services reporting requirements. All grievances pertaining to Medical Services provided, written by a Youth or Inmate shall be forwarded to the Program Coordinator or HSA for review and action. County shall provide copies of the grievances to the Physician Auditor for Quality Assurance.

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 1<sup>st</sup>, Contractor shall provide the Chief Financial Officers for the Sheriff's Office and Probation Department, respectively 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 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.** County and Contractor hereby agree to meet as needed 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, and the PHD Assistant Deputy Director. For the Contractor, the members shall be the Regional VP-Operations, Regional VP-Business Development, Program Coordinator, HSA, and Nursing Supervisor.

**9. Authorized Representatives**

**For Contractor:      Regional:**

**Regional Director**  
601 E. Overland Street  
El Paso, TX 79901  
(915) 546-2203

**Health Services Administrator**  
4436 Calle Real  
Santa Barbara, CA 93110  
(805) 681-4213

**Nursing Supervisor**  
4436 Calle Real  
Santa Barbara, CA 93110  
(805) 681-4213

**Program Coordinator**  
4263 California Blvd.  
Santa Maria, CA 93455  
(805) 934-6276

**For County:              Probation Department:**

**Probation Managers - LPBC (for Operational Issues):**  
3900 Paradise Road  
Santa Barbara, CA 93105  
(805) 692-1751

**Probation Managers – SMJH (for Operational Issues):**  
4263 California Blvd.

Santa Maria, CA 93455  
(805) 934-6273

**Probation Chief Financial Officer** (for Budget Modification)  
117 East Carrillo St.  
Santa Barbara, CA 93101-2025  
(805) 882-3654

**Deputy Chief Probation Institutions**  
(for Program Modification)  
117 E. Carrillo St.  
Santa Barbara, CA. 93101  
(805) 882-3675

**Sheriff's Office:**

**Custody Administrative Lieutenant**  
(for Operational Issues)  
4436 Calle Real  
Santa Barbara, CA 93160  
(805) 681-4252 or (805)-681-4245

**Chief Financial Officer** (for Budget Modification)  
4436 Calle Real  
Santa Barbara, CA 93160  
(805) 681-4100

**Jail Commander** (for Program Modification)  
4436 Calle Real  
Santa Barbara, CA 93160  
(805) 681- 4020

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. The policy shall name the County of Santa Barbara as an Additional Insured;

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;

14.1.5. **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 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 General Liability 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 Custody Administrative Lieutenant and Deputy Chief Probation Institutions 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 Deputy chief Probation Institutions 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 subcontractor 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.

15.3. **Injunctive Relief and Indemnity.**

15.3.1. 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.

15.3.2. 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.

15.4. **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.

15.5. **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.

15.6. **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 subcontractor. 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 subcontractor. 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.

17.7.3. 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 of the Agreement;

18.6.3. Exhibit A (Staffing Schedule and Proposed Staffing Rates);

18.6.4. Exhibit B (Physical Health Services provided to Sheriff Office and Probation Department);

18.6.5. Exhibit C (Mental Health Services for Sheriff Office);

18.6.6. Exhibit D(Business Associate Agreement)

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. Any amendments or modifications that do not materially change the terms and conditions of this Agreement (such as changes to the staffing plan, changes to Providers, or other day-to-day operational issues) may be approved by the individuals identified in Section 18.19.2 below. The County Board of Supervisors must approve all other amendments and modifications.

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, subject to the limitations set forth in Section 18.19.1 above. Furthermore, any alteration, amendment, modification, or waiver of any operational 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 Deputy Chief of Probation Institutions (for Probation Department)

Custody Administrative Lieutenant (for Sheriff's Office)

Contractor:           Corizon Health, Inc.  
                          12647 Olive Boulevard  
                          St. Louis, Missouri 63141  
                          Attn: President & COO

With a copy to:       Corizon Health, Inc.  
                          105 Westpark Drive, Suite 200  
                          Brentwood, TN 37027  
                          Attn: CLO

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.

IN WITNESS WHEREOF, the parties have executed this Agreement to be effective upon execution by both parties.

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Stuart Campbell, President & COO  
Corizon Health, Inc.

IN WITNESS WHEREOF, the parties have executed this Agreement to be effective upon execution by both parties.

COUNTY OF SANTA BARBARA

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

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

ATTEST:  
CHANDRA WALLER  
CLERK OF THE BOARD

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

APPROVED AS TO FORM:

APPROVED AS TO FORM:

By: \_\_\_\_\_  
Jim Peterson, Undersheriff  
Santa Barbara County  
Sheriff's Office

By: \_\_\_\_\_  
Beverly Taylor, Chief Probation Officer  
Santa Barbara County  
Probation Department

APPROVED AS TO FORM:

APPROVED AS TO FORM:

By: \_\_\_\_\_  
Celeste Andersen, Attorney at Law  
Santa Barbara County  
County Counsel

By: \_\_\_\_\_  
Robert W. Geis, CPA  
Santa Barbara County  
Auditor – Controller

APPROVED AS TO FORM:

By: \_\_\_\_\_  
Ray Aromatorio, ARM, AIC  
Santa Barbara County  
Risk Management

## EXHIBIT A - PROPOSED STAFFING RATES

Santa Barbara Staffing Rates - Sheriff				
Position	B F	Bud. Hrs	Bud. FTE	Rate w/ Ben
Administrator	N	40	1.00	76.15
Dentist	N	12	0.30	111.00
DON	N	40	1.00	51.78
LVN	Y	256	6.40	39.27
Medical Director	N	16	0.40	133.20
Medical Records Clerk	Y	120	3.00	24.78
LCSW	Y	80	2.00	46.99
PA/NP	Y	16	0.40	78.76
Psychiatrist	N	25	0.625	220.21
RN	Y	256	6.40	50.14
RN-Psych	Y	40	1.00	55.28
Secretary/Admin. Assistant	Y	40	1.00	29.15
<b>TOTAL</b>		<b>941</b>	<b>23.53</b>	

Santa Barbara Staffing Rates - Probation			
Position	Bud. Hrs	Bud. FTE	Rate w/ Ben
Medical Director	24	0.60	\$136.77
Nurse Coordinator	40	1.00	\$61.57
RN	82	2.05	\$53.17
LVN	38	0.95	\$35.67
MA/CNA	30	0.75	\$27.56
Admin Assist.	30	0.75	\$29.23
<b>TOTAL</b>	<b>244</b>	<b>6.10</b>	

**Exhibit A**  
**Corizon Health, Inc.**  
**Staffing for**  
**Santa Barbara County , CA**  
*Inmate population 850*

<b>Santa Barbara County Detention Center</b>										
<b>POSITION</b>	<b>Mon</b>	<b>Tue</b>	<b>Wed</b>	<b>Thu</b>	<b>Fri</b>	<b>Sat</b>	<b>Sun</b>	<b>TBS</b>	<b>Hrs/ Wk</b>	<b>FTE</b>
<b>DAY SHIFT</b>										
Health Services Administrator	8	8	8	8	8				40	1.0
Administrative Assistant	8	8	8	8	8				40	1.0
Medical Director	8	8							16	0.4
NP/PA			4	6	6				16	0.4
Psychiatrist	5	5	5	5	5				25	0.6
Dentist								12	12	0.3
DON	8	8	8	8	8				40	1.0
RN - Charge / Nsg. Sick Call	8	8	8	8	8	8	8		56	1.4
LVN - Med. Pass / Dr. Sick Call	16	16	16	16	16	16	16		112	2.8
Psychiatric RN	8	8	8	8	8				40	1.0
LCSW- Discharge Planning	16	16	8	8	16	8	8		80	2.0
Medical Records Clerk	24	24	24	24	24				120	3.0
<b>TOTAL HOURS/FTE-Day</b>									<b>597</b>	<b>14.93</b>
<b>EVENING SHIFT</b>										
RN - Charge Nurse	8	8	8	8	16	16	16		80	2.0
RN -14 Day Eval (noon-8:30pm)	8	8	8	8	8				40	1.0
LVN	8	8	8	8	8	8	8		56	1.4
<b>TOTAL HOURS/FTE-Evening</b>									<b>176</b>	<b>4.4</b>
<b>NIGHT SHIFT</b>										
RN - Charge Nurse	8	8	8	16	16	16	8		80	2.0
LVN	16	16	16	8	8	8	16		88	2.2
<b>TOTAL HOURS/FTE-Night</b>									<b>168</b>	<b>4.2</b>

**Total Adult Hours**

**941**

**Total Adult FTE**

**23.53**

**Exhibit A**  
**Corizon Health, Inc.**  
**Staffing for**  
**Santa Barbara Probation (Medical Only)**

*Santa Maria Juvenile Hall*

POSITION	Mon	Tue	Wed	Thu	Fri	Sat	Sun	TBS	Hrs/ Wk	FTE
<b>DAY SHIFT</b>										
Nurse Coordinator	8	8	8		8				32	0.80
Administrative Assistant	6	6	6		6				24	0.60
Medical Director								18	18	0.45
RN	6	6	6	6	6	6	6		42	1.05
LVN	6	6	6	6	6	4	4		38	0.95
Medical Assistant	6	6	6	6	6				30	0.75
<b>TOTAL HOURS/FTE-Day</b>									<b>184</b>	<b>4.60</b>

*Los Prietos Boys Camp*

POSITION	Mon	Tue	Wed	Thu	Fri	Sat	Sun	TBS	Hrs/ Wk	FTE
<b>DAY SHIFT</b>										
Nurse Coordinator				8					8	0.20
Administrative Assistant				6					6	0.15
Medical Director								6	6	0.15
RN	8	8	8	8	8				40	1.00
<b>TOTAL HOURS/FTE-Day</b>									<b>60</b>	<b>1.50</b>

<b>Total Juvenile Hours</b>	<b>244</b>	
<b>Total Juvenile FTE</b>		<b>6.10</b>
<b>Total Contract Hours</b>	<b>1185</b>	
<b>Total Contract FTE</b>		<b>29.63</b>



## **SECTION B: STATEMENT OF WORK**

### **1 Scope of Work**

The medical services that are 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). Corizon will sign a “Business Associate” agreement with the County of Santa Barbara that covers HIPAA compliance.

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

1. Emergency room visits
2. Hospitalizations
3. Dental

### **1.1 Staffing Plan Section**

**Facilities Medical Services:** Corizon will be responsible for providing medical services for all Youth/inmates in the County’s institutions described in section 1.2. Corizon will provide the staff, medical/office supplies and medical equipment and all reagents necessary to accomplish all aspects of the Scope of Work. Corizon shall submit a complete and detailed staffing plan that considers the needs of the combined department’s 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. Corizon shall provide a wage and benefits statement/package that covers all staff positions as provided for current and future employees.

#### **1.1.1 Staffing Plan**

Please see Exhibit A for the applicable Staffing Plans.

#### **Changes to Sheriff’s Facility Staffing**

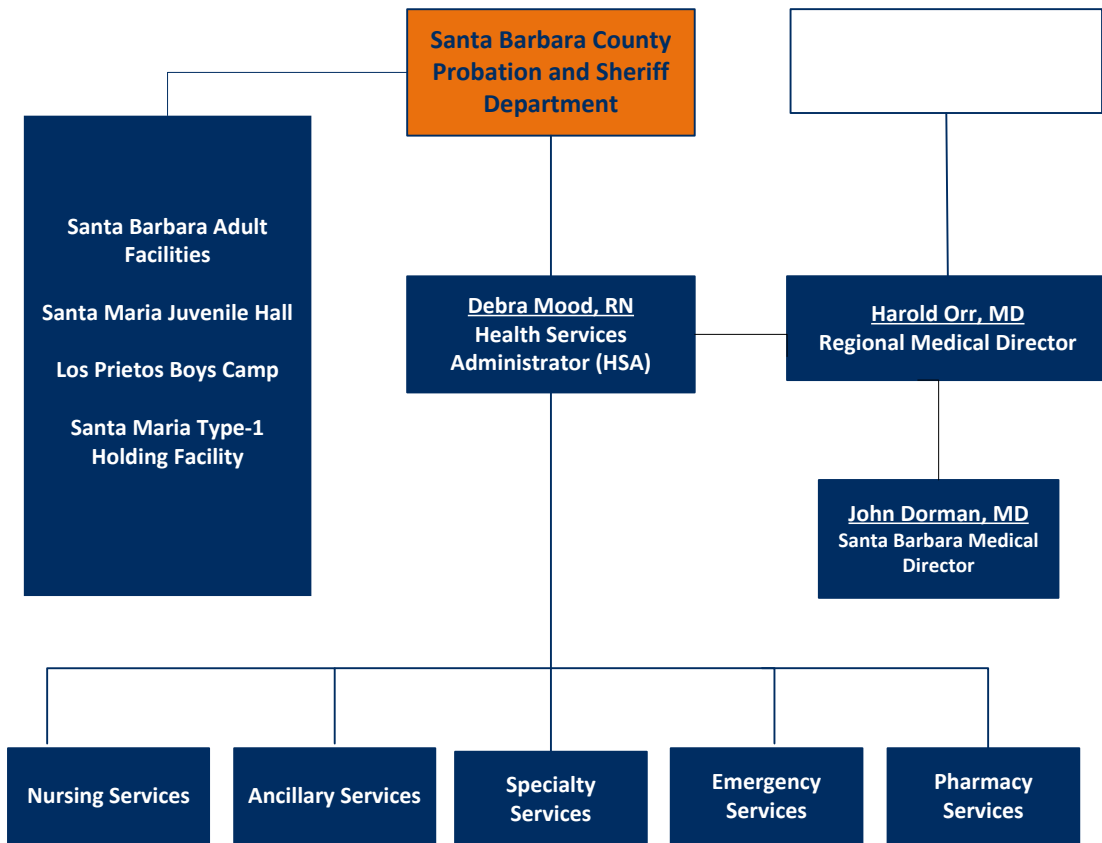
The HSA will provide supervisory support to the RN Coordinator but will dedicate 40 hours a week to the Sheriff’s facilities. Thirty-two (32) additional RN hours have been added to the Swing shift on Thursday, Friday and Saturday in the intake area. This position will provide immediate support to the intake process during these peak times. Other duties will be assigned to fill in times when intake support is not required, as designated by the HSA.

## Changes to Juvenile Staffing

In response to the decreased population in the Santa Maria Juvenile Hall, certain staffing levels have been reduced

### 1.1.2 Organizational Chart (Pg. 11)

In the following chart is our **Western Regional Team** and your Corizon 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**.



### 1.1.3 Job Descriptions

**Regional Vice President Charles Guffey, RN, BS, CCHP** supervises 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. He has over 25 years of experience as a Registered Nurse in many areas of the medical industry. He has been responsible for all aspects of health care delivery at the El Paso County (TX) Detention System as the Health Services Administrator since 2006. He became Regional Vice President in February 2012 and provides oversight for Corizon contracts in California, Texas, Arizona, Nevada and New Mexico.

**Regional Medical Director Harold W. Orr, Jr., MD** will be responsible for overall health care delivery for the jail facility. Dr. Orr functions 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. Dr. Orr has over 30 years of medical practice experience with over 10 years of that in correctional medicine primarily in the state of California. Dr. Orr assists in implementation and transition services at new facilities in California and Oregon. Dr. Orr has been the on-site medical director at the Alameda County facilities since 2001. He works with the HSA and administers, manages and evaluates the Corizon medical program.

**Carrick Adam, MD, MSPH** is the **Regional Medical Director – Juveniles**. She has practiced medicine since 1997. She specializes in pediatric medicine and correctional health care.

**Jennifer Slencak, BSN, RN, CCHP** is the **Regional Clinical Services Manager**. Ms. Slencak provides clinical leadership to Santa Barbara County and other correctional facilities, including adult detention and juvenile facilities, throughout the Western U.S. She has a proven background of care delivery and direction of clinical care over the past 14 years. She has a solid foundation in a variety of clinical settings with experience related to multiple patient populations across the life span. Her extensive management and administrative experience over 10 years has provided leadership, development, operational oversight, quality & risk management and fiscal responsibility in a variety care delivery settings.

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

**Debra Mood, 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. She 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. Ms. Mood will continue to be a professional administrator, a knowledgeable leader and community health care liaison. She will continue to work closely with the local public health clinics in identifying and treating Youth with infectious disease. She will be on call 24 hours/7 days a week.

**Diane Wood, M.ED, LPC, Manager, Behavioral Health Services**, is responsible for the development of ongoing continuing education programs for mental health staff. She also provides supportive services and management coaching to site mental health program coordinators and directors to maximize their communication, leadership, and conflict resolution skills. Ms. Wood has over 21 years of mental healthcare experience, including 18 years in the field of correctional mental health. As a licensed family counselor she worked with adolescents and families at the start of her career, while working in a Half Way House. She then began her career Corrections with the Virginia DOC as a Rehabilitation Counselor in 1993. She then went on to work for Corizon in service to the Virginia DOC; ending her tenure at Virginia DOC in 2007. She currently provides corporate level clinical mental health support to many of the

Corizon jails and statewide correctional systems. Ms. Wood has been involved in all aspects of mental healthcare including providing direct clinical services, assessments/evaluations, diagnostic interviews, crisis intervention and staff training and development. She has also been responsible for assessing the mental health needs of the offender populations and supervising and monitoring mental health staff. Ms. Wood has extensive experience in mental health program development and implementation as well as the clinical supervision of mental healthcare staff.

**Joseph M. Pastor, MD, CCHP, Chief Mental Health Officer**, supervises the Corizon Behavioral Healthcare team and provides consultation for patient care and mental health staff utilizing telepsychiatry in jails and prisons. He consults with Corizon psychiatrists nationwide and serves on the company's Specialty Panel of Physicians. Dr. Pastor has over 20 years of medical practice experience and has extensive knowledge of correctional, community and academic mental health. He is an expert in the integration of physical and behavioral medicine and is trained in adult and child/adolescent psychiatry. He has worked in correctional health care since 1997 and began working exclusively with Corizon in 2007.

### ***Other Positions***

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

**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.

**Nurse Practitioner** – Provides direct care to inmates in the correctional institution and provides emergency care to staff while observing and maintaining the requirements of security.

**Psychiatrist** - Evaluates and provides comprehensive psychiatric care in a corrections-based setting, while observing and maintaining the requirements of security. Evaluates patients referred for the presence or absence of mental illness. Treats all inmate/patients requiring psychiatric intervention. The psychiatrist will be on call 24 hours a day, seven days per week.

**Licensed Clinical Social Worker** - Responsible for providing a full range of mental health services to the inmate population, under the direction of the psychiatrist. Provides direct clinical services and consultation services in accordance the policies and procedures of mental health services, the policies and regulations of the facility and in accordance with the ethics and standards of the National Association of Social Workers. Acts as a liaison between corrections and the local community mental health programs.

**Psychiatric RN** - Provides supportive nursing care to all patients. Utilizes therapeutic communication skills and effective interviewing techniques to elicit pertinent historical information and make appropriate referral, as required. Make referrals to the appropriate health care provider in a timely manner based on diagnostic tests, labs, and nursing diagnosis.

**Nurse Supervisor** - 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.

#### **1.1.4 Recruitment and Retention**

Corizon 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.

Corizon 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 Corizon implementation team and Corizon'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 B.5.3 Recruitment and Retention** under the **Contract Deliverables**.

#### **1.1.5 Equal Employment Opportunities**

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.

### **1.1.6 Staff Training and Development**

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

Corizon will provide appropriate in-service educational programs at Santa Barbara County institutions. All full-time health care staff, with the exception of physicians, will receive 40 hours of orientation training prior to the job; 40 hours of training during the first year on the job; and 40 hours of training each year thereafter. Selected topics that require staff training will be identified on an on-going basis through the Quality Assurance Program.

Corizon believes strongly in developing our staff in all aspects of their responsibilities. Attention to job descriptions, roles, and accountability within the correctional health care setting are discussed thoroughly with new hires. Contractual obligations and security concerns are covered during our orientation programs. Our policies and procedures and training materials reference the guidelines, directives, and policies of the national, state and local accrediting agencies (i.e., NCCHC, ACA, IMQ).

Corizon personnel receive a written plan for orientation and staff development/training customized to their position and scope of practice. Each employee is tracked through our Learning Management System (LMS) to govern compliance with completing orientation programs and annual obligations of training. We also track and report monthly completion of employee participation in monthly in-service and training events. Evidence of the successful completion of competency training is accessible in the credentialing files of all licensed personnel and of all personnel working under the license of professional personnel.

#### ***Staff Competency Verification***

To ensure each member of the nursing staff has the basic competencies required in a corrections environment, 11 core competencies have been identified by our nursing leadership. As a result, skills verification forms were developed by Clinical Education and Training. Annually, each RN or LPN must physically demonstrate his or her ability to appropriately carry out each of the 11 competencies and have that demonstration verified in writing by a subject matter expert (DON or

designee). This documentation is maintained in the employee's training file and is also sent to Corizon's Assistant Director, Clinical Education and Training for centralized tracking. The competencies are:

- Obtaining a Blood Pressure Reading;
- Crutch Fitting and Crutch Walking;
- Placement and Management of IV Infusion;
- Obtaining a Peak Expiratory Flow Rate Measurement;
- Performing a Basic Respiratory Examination;
- Obtaining and Recoding a Snellen Chart for Visual Acuity;
- Placement of a Cervical Collar;
- Obtaining and Reporting an EKG;
- Placement and Management of Oxygen Therapy;
- Obtaining and Preparing Laboratory Samples; and
- Placing and Reading a TB Skin Test.

Corizon requires that the initial training for all staff be completed within seven (7) days of the beginning of their employment. For the clinical staff, there is a time limit of 30 days from the start of employment to complete their basic orientation and information period. Full completion of a preceptor-guided orientation varies based on individual needs. There is a standard 90-day probationary period that can be extended to 150 days, if needed, to fully ensure a proper orientation and training of each new staff member.

Corizon's Clinical Programs Department oversees the development and ongoing implementation of clinical staff, offender and custody health care education programming using accepted national and community standards. Each of the following programs was developed by the Corizon Clinical Programs Department.

### ***Corizon's Topics for In-service Education***

Corizon's In-Service Training Program requirements are as follows:

- The facility will have an in-service education plan for the calendar year. Staff will have input into the training schedule, which will be planned and posted in advance;
- In-service education will be documented including topic outlines, dates and times offered, instructor and attendance rosters;
- Attendance/review will be documented on training forms;
- The Health Services Administrator (HSA) or designee will maintain a file on each healthcare staff personnel that documents orientation, current training in CPR, and completion of required annual training; and
- Proficiency statements will be awarded to staff as they complete select training such as Health Assessment training.

In-service education will include, but not limited to:

- First aid training, cardio pulmonary resuscitation (CPR) certification training;

- AED Training for selected staff;
- Sprains;
- Casts;
- Behavioral manifestations of psychosis;
- Seizures;
- Minor burns;
- Dependency on drugs;
- Health seminar;
- Lifts and carries;
- Suicide Prevention and Emergency Response Training;
- Mandatory annual in-service training on communicable diseases including HIV/AIDS, hepatitis, MRSA, and tuberculosis;
- Standard Precautions;
- Response to medical emergency or disaster;
- Recognition of the symptoms of mental illness and chemical dependency;
- Emergency contact/physicians;
- Process for emergency transfers/transportation of offenders;
- Chronic and severe mental illness;
- Obstetrics care;
- Infirmary care;
- Accurate and legal documentation;
- Medication administration;
- Keep-on-person (KOP) medication and medication administration guidelines;
- Stress management techniques; and,
- Handling inmate manipulation.

Corizon incorporates training regarding revisions to directives, manuals, policies, protocols, and procedures into our in-service training program. We will provide this training no later than 30 days after having been informed by the SBCSO/Probation of any new directives, manuals, policies, protocols, and/or procedures. In addition, we will ensure in-service training for all applicable staff regarding changes and revisions to our policies and procedures; this will ensure that our staff put new processes into effect soon after the development of new procedures and/or guidelines. A variety of mechanisms are in process that include video-conferencing, on-site special training, and staff meetings incorporating the required training.

All Corizon health care staff are encouraged to further their educational development by attending seminars, lectures, conferences, and advanced college courses. To facilitate this continued growth, Corizon provides its full-time employees with a tuition assistance program designed to keep staff current in their respective professional areas. This exceptional benefit ensures continuing improvement in the skills of our people.

### ***Correctional Healthcare Manager Program (HSA and DON)***

Corizon provides newly hired or promoted Health Services Administrators, Directors of Nursing and other key leaders with our comprehensive Behaviors, Accountabilities, Systems and



Information (BASIC) Training Program. This program focuses on three integral elements of the correctional health care management function:

1. Providing quality patient care;
2. Leading people effectively; and,
3. Managing costs appropriately.

### ***Blended Learning Approach***

The BASIC Training Program provides information critical to each Corizon team member's success through a variety of curricula using a blended learning approach. Corizon's instructors and mentors are committed to meeting the professional needs of the Corizon clinical management team by sharing their professional knowledge throughout the on-boarding process. This comprehensive learning approach includes:

- Manager guidance;
- Mentoring;
- Self-study;
- Online learning;
- WebEx instruction; and,
- Instructor-led training.

Our program is focused on four main areas:

1. Leadership;
2. Management;
3. Technical; and,
4. Clinical.

### ***Nurse Training and Education Program***

Corizon understands the important role nursing plays in the correctional health care setting.

Nurses are the eyes and ears of the program providing care around the

clock on a daily basis. It is imperative that each nurse is properly selected, trained (initially and continually), and provided supervision and leadership as they go through their daily activities.

Corizon has an established corporate nursing department that is led by its **Chief Nursing Officer**. This department works with other Corizon departments to ensure sufficient and qualified nursing staff is in place to deliver services in each our contracted facilities.



We believe the process of ensuring that each of our nurses is qualified begins at the time of recruitment and interviews. Efforts are made at hire to provide sufficient information about correctional nursing to ensure the candidate fully understands the working environment in which they will be working and that they have the proper credentials and clinical experience to be successful with our organization. We are fully aware that ineffective hiring practices result in increased turnover of nursing staff which affects the performance of the clinical program at the involved facility.

The Corizon nurse training program begins with the on-boarding process. The program focuses on the core competencies and skills necessary for success as a correctional nurse.

Nurses are presented important information regarding their role in the correctional health care program and how to be successful in their new role. This information is presented in a carefully written program called our *New Employee Orientation Manual II*. This manual was developed for Corizon clinicians. In addition to the NEO II program, nurses are provided an orientation program that focuses on key clinical skills and tasks such as physical assessment, medication administration and control, documentation and emergency response skills.

In addition to initial orientation, each nurse is provided on-going educational opportunities through a program planned and coordinated between the Corizon Nursing and Training Departments.

Training is developed based on the current body of nursing knowledge and information gathered through our Quality Improvement and Sentinel Event Programs.

It is imperative that nursing leadership at each of our contracted sites is aware of nurse performance and clinical decision-making based on a review of their work through the Corizon Quality Improvement Program. This review quickly identifies performance needs as well as areas of best practice that can be shared with others at the facility.

Monthly continuing education materials are provided for each nurse with topics focused on clinical issues commonly encountered in their daily work activities and those areas where focus is needed. The Corizon CEU library includes training modules for the following topics:

- MRSA in Correctional Settings
- Nursing Documentation
- Corrections Nursing – The Corrections Environment
- Improving Interdisciplinary Clinical Communications – SBAR
- Nursing Emergency Care
- Red Flags of Neurology
- Corrections Nursing—What Makes Corrections Special
- Diabetes Update
- Managing Chest Pain
- Nursing Ethics and Corrections
- Corrections Nursing—Psychiatric Nursing Issues
- Dental Screening and Emergencies

In addition, on-site nurse managers receive training materials that can be used in daily encounters with staff through planned training sessions or as a part of staff meetings. These materials focus on emergency response situations and patient safety topics. Each nurse is also required to complete annual training on topics such as suicide prevention, employee safety, medication administration, narcotic control, infection control, HIPAA and corporate compliance and ethics.

### ***Continuing Education Program***

Corizon's comprehensive monthly continuing education program allows Nursing and Provider staff to accrue CE contact hours toward re-licensing requirements at no charge. All Corizon staff is able to use the program to accrue training hours for accreditation requirements ***with no out of pocket expense***. The program is tracked at the corporate level to verify participation.

Corizon's Clinical Education Council is accredited by the **California Board of Nursing** as an Approved Provider of Nursing Continuing Education programs. Corizon also has an internet program available for nurses, providers, dental staff, and pharmacy staff at [www.corizonlms.com](http://www.corizonlms.com) (see below). These modules are all accredited by nationally recognized organizations for CE credit. The program is provided at no cost to the staff and allows them to perform the course, complete their testing and print their certificate of completion on any Internet-capable computer. This program has a tracking capability that allows site management access to track completion of courses by their staff.

### ***LearnCenter® – eLearning LMS and Field Management LMS***

Corizon supports our on-site programs with two distinct on-line learning management systems. The first, our eLearning LMS, has over 100 courses. This system ensures ***our frontline staff has complete access*** to the latest materials necessary to be successful on the job, 24/7.

Our **Field Management LMS**, launched boasts 200 courses. Together, these two systems ensure that our on-site management and field staff across the country have on-line access to our Orientation Program, numerous software training applications and ***over 50 Nursing Continuing Education courses***.

An industry first for private correctional health care providers, these innovative systems allow us to leverage the power of the Internet to deliver comprehensive professional development instruction to our management and field employees throughout the country.

Utilizing LearnCenter, Corizon can connect, inform, and educate our geographically dispersed workforce using a single, integrated on-line training and communication platform. Through a partnership with leading e-learning provider, [Learn.com](http://Learn.com), Corizon is able to provide a wealth of course material on topics such as Identifying and Solving Problems, Planning and Scheduling Work, and more than 40 Microsoft Office applications.

Proprietary and Confidential

My LearnCenter

CORIZON

Home | My Courses | My History | Competencies | St. Louis Training | Contact Us | Logout | FAQ

Welcome

Click on the links above to explore your new LearnCenter!

*New sections include:*  
"Course of the Month" (under "My Courses") as well as an updated "Competency" pages.

Over 200 new courses have been added!

**CORIZON**

*A new look with fresh and exciting new courses - these are just a few ways Corizon supports its managers.*

Click here to visit the **eLearning LMS** Field Staff LearnCenter

Problems taking a course at work or from home? [CLICK HERE](#) or Call IT Support at 1.800.974.7647

**LearnCenter News**

**New Look - New Courses!**  
Over 200 NEW courses.  
Click the "My Courses" to view.  
New "Course of the Month".  
New search function added.

**Watch this Space!**  
Coming by EOM July 2011, a new Management Tracking and Reporting function for all managers to see which courses your staff have started and completed.

Users of the system can take the courses at their own pace and at a time that is most convenient. LearnCenter students are tested on their comprehension of many subjects, thus identifying precise strengths and areas for improvement. Managers can then track the completion and comprehension rates of users and use such data to aid in the development of future training programs.

### ***Curriculum***

Currently, over 300 different courses are available for staff on a variety of professional development topics. In addition, this unique learning solution enables Corizon subject and instructional experts to create customized content unique to the correctional health care field and

proprietary company technologies. Such topics have included our Business Management Application and Employee Safety in a Correctional Healthcare Setting. Our instructional designers continually monitor the evolving educational needs of our diverse workforce and will develop future study modules to best address these professional development areas.

All course content featured in this interactive learning system is designed to measure ability within four key areas: **Functional, Technical, Professional and Leadership**. Corizon's management team has identified a detailed set of competencies within each of these areas with the input of key field and support department subject matter experts. The system tests each employee on these competencies according to his or her expected skills/abilities and presents these findings to applicable managers.

The complete **LearnCenter** curriculum is designed to empower employees to take charge of their personal training programs. Each course is self-paced and can take from 30-60 minutes to complete. Users may start and stop the courses at any time, saving their place in the process. Employees can chart their progress in the system and view a record of courses completed, along with any applicable test scores. This material is provided to supervisors as clear evidence of topic mastery.

### **1.1.7 New Personnel Orientation (Pg. 11)**

Corizon's orientation program begins with our extensive two-part New Employee Orientation (NEO) program. The orientation program includes a review of Department Policies and Procedures (P&P) and how to access Department P&P manuals, EMR Training, HIPAA / Confidentiality training, CPR training, and a review of the basics of working in a jail/juvenile detention facility setting and a review of the limits of the scope of responsibility.

Part One of the Corizon orientation program is presented to all employees and consists of institution and human resources issues (business conduct, sexual harassment, etc.), safety issues, and working in a corrections institution (handling inmate manipulation, professionalism, confidentiality, etc.) Part Two, structured for nursing and other clinical staff, consists of modules covering a comprehensive array of medical and mental health topics.

- Corizon's corporate compliance plan:
  - Business conduct policy
  - General/sexual harassment policy
  - Anti-harassment guidelines
  - The corrections environment
- Emergency or unusual situations;
- Employee safety;
- Review of Corizon's Policy and Procedures manual;
- Review of SBCSO/Probation Policy and Procedures manuals;
- EMR Training, if applicable;
- HIPAA / Confidentiality training;
- PREA training;
- CPR training;

- Hazardous communications;
- Human resources;
- Drug-Free Workplace training;
- Post-exposure prophylaxis; and
- Timekeeping.

Part Two is structured for nursing and other clinical staff, and consists of modules covering a comprehensive array of clinical topics, including:

- Alcohol withdrawal;
- Clinical health services;
- Assessment protocols;
- Disease management clinics;
- Charting via the problem-oriented format;
- Emergency care;
- Infirmary care;
- Intake and transfer screening;
- Medical contraband;
- Medication administration and documentation;
- Physical exams and tuberculosis skin tests;
- Sick call and segregation rounds; and
- Suicide prevention and mental health.

We also arrange with the Custody Medical Liaison to have the new hire spend time with a Custody Officer within the facility to learn security issues.

### **1.1.8 Performance Reviews**

Corizon will continue to conduct annual performance reviews on each of its employees.

**Regional Vice President Charles Guffey, RN, BS, CCHP** will continue to conduct an annual performance review of **Health Services Administrator Debra Mood, RN**. Ms. Mood will continue to conduct nursing staff reviews and **Site Medical Director John Dorman, MD** 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.

### **1.1.9 Utilization of Registry Personnel**

Although we prefer to have our own staff cover shifts, Corizon 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 Corizon 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 \$10,000 to bring this nurse on board as a Corizon employee.

### **1.1.10 Wage and Benefits Package**

In the **attachments**, you will find a copy of Corizon Health, Inc. 2013 Benefits Summary.

### **1.1.11 Automated Time & Attendance System/KRONOS**

Corizon will continue to provide state-of-the-art PeopleSoft HRMS and Kronos® Labor Management system to our clients. Our automated timekeeping system helps Corizon's on-site management team to effectively oversee assignments and ensure contract needs are met, while at the same time minimizing overtime pay, special pay and agency usage.

Using the Kronos system to monitor timekeeping trends on a regular basis, Corizon:

- Reduces overtime hours,
- Reduces the need for "special pay,"
- Reduces the need for agency usage,
- Enhances management of paid time off (PTO) usage for benefit eligible personnel, and,
- Improves analysis of wages to determine competitiveness with local market.

*Corizon fully understands the need for transparency in our partnerships as well as your need for real-time labor reporting to clearly demonstrate that you are receiving the services you are paying for.* In the rapidly changing and cost conscious correctional environment, Corizon believes it is critical to provide clear, concise, accurate and timely reporting to our clients.

With Kronos, Corizon has the ability to optimize workforce management through the utilization of a robust Site Scheduling tool, real-time data collection through Time and Attendance, and use of labor Key Performance Indicators (KPI).

The ability to see changes as they happen allows Corizon to make critical schedule adjustments and record the changes to maintain transparency and accountability.

To ensure Corizon is providing the appropriate level of staffing, this Scheduling tool utilizes:

- Automated linkage of contracted and non-contracted full-time equivalent (FTE) positions from Corizon's Positions Management System to the monthly Staffing Schedule;
- License validation to ensure that employees have the appropriate level of licensing for the task assigned at each Complex;
- License and certification expiration reporting to ensure that renewals and recertification are completed prior to expiration thus preventing gaps in services requiring specific credentials, licensure, certification and registration;
- Enhancements to allow for employee and subcontractor scheduling to the "task" level at each site. (i.e., Infirmary, Medication Pass, Sick Call, etc.);

- Real time reporting, by site, employee, and task, comparing actual hours worked to scheduled hours;
- Contract-wide view of employee and contracted resources, allowing the “pooling” of available resources to fill vacancies and critical openings, resulting in the consistent staffing to ensure the continuity of care for patients; and
- On-line Client access to labor/staffing reports by service delivery area or individual sites.

One of the many challenges in maintaining high staffing levels is managing the level of absenteeism at each site.

In early 2011, Corizon implemented the Kronos Absence Management Tool to help our management team reduce absenteeism by ensuring that Corizon always has the right employee in the right location at the right time, providing the highest level of service to our inmate patients.

During implementation, Corizon began installing biometric clocks to support labor management at each of our client sites. These clocks serve as a control point because the clock requires employees and contractors to use their fingerprint as a unique identifier.

The use of biometric clocks requires that the employee swipe in and out in coordination with their designated PIN number. This level of security eliminates potential “buddy swipes,” time fraud, and the need for badges. Badge elimination greatly reduces time adjustments due to lost or forgotten badges.

## **1.2 Medical Services Section**

Corizon will supervise, administer and staff the medical services for all facilities referenced in this Exhibit. Services shall include, but not be limited to, the following:

### **1.2.1 Probation Facilities**

#### ***1.2.1.1 Health Screening***

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

Corizon will continue to perform a comprehensive Health Assessment on all juveniles within 96 hours of the Youth’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:

<b>Health Appraisals for Juvenile Facilities</b>			
<b>Health History includes:</b>	<b>Examination includes:</b>	<b>Laboratory and diagnostic testing includes:</b>	<b>Immunizations:</b>
<ul style="list-style-type: none"> <li>• Review of intake screening</li> <li>• History of illnesses</li> <li>• Operations</li> <li>• Injuries</li> <li>• Medications</li> <li>• Allergies</li> <li>• Immunizations</li> <li>• Systems review</li> <li>• Exposure to communicable diseases</li> <li>• Family health history</li> <li>• Habits (e.g., tobacco, alcohol and other drugs),</li> <li>• Developmental history (e.g., school, home, and peer relations)</li> <li>• Sexual activity,</li> <li>• Contraceptive methods,</li> <li>• Reproductive history</li> <li>• Physical and sexual abuse</li> <li>• Neglect</li> <li>• History of mental illness</li> <li>• Self-injury</li> <li>• Suicidal ideation</li> </ul>	<ul style="list-style-type: none"> <li>• Temperature</li> <li>• Height &amp; Weight</li> <li>• Pulse &amp; Blood pressure</li> <li>• Appearance</li> <li>• Head and neck</li> <li>• Preliminary dental and visual acuity screening</li> <li>• Gross hearing test,</li> <li>• Lymph nodes</li> <li>• Chest and cardiovascular</li> <li>• Breasts</li> <li>• Abdomen</li> <li>• Genital (pelvic and rectal examination, with consent, if clinically indicated),</li> <li>• Musculoskeletal</li> <li>• Neurologic.</li> </ul>	<ul style="list-style-type: none"> <li>• 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.</li> </ul>	<ul style="list-style-type: none"> <li>• 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.</li> </ul>

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

The health examination may be modified by the responsible physician, for Youth 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 Youth who are confined in any juvenile facility for successive stays, each of which totals less than 96 hours, Corizon 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. Corizon will develop and implement policy and procedures for Youth 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 Juvenile Medical Director has developed policies and procedures to assure that Youth 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.

#### ***1.2.1.2 Immunizations***

Corizon will continue to verify immunizations for Youth entering into the facilities. Within two weeks or sooner of the health appraisal/medical examination, Corizon will begin a program to bring the Youth's immunizations up-to-date in accordance with current public health guidelines. Corizon will continue to input the immunization data into the Central Coast Immunization Registry, an on-line, web based database at <http://www.irrmunize4life.org/>. Corizon understands that its staff will be trained to use the database by Public Health Department staff at no cost.

#### ***1.2.1.3 Pre-Existing Conditions***

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

#### ***1.2.1.4 Treatment Team Meetings***

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

#### ***1.2.1.5 Medical Assessments***

Corizon will continue to provide medical assessments in the use of restraints and safety chairs in accordance with BSCC 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 Youth will be medically cleared for continued retention at least every three hours thereafter. In addition, Corizon 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, Corizon staff does not participate in the restraint of Youths 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 Corizon 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 Youth is restrained.
- If the restrained Youth 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 Youth, 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 Youth 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. Youths are not restrained in an unnatural position. Corizon health care staff will be trained in their proper application.

## **1.2.2 Sheriff Facilities**

### ***1.2.2.1 Health Screening***

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. Any time an inmate has been out of Santa Barbara County's custody, Corizon will provide an H&P as required.

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

<b>Health Appraisals</b>			
<b>Health History includes:</b>	<b>Examination includes:</b>	<b>Laboratory and diagnostic testing includes:</b>	<b>Immunizations:</b>
<ul style="list-style-type: none"> <li>• Review of intake screening</li> <li>• History of illnesses</li> <li>• Operations</li> <li>• Injuries</li> <li>• Medications</li> <li>• Allergies</li> <li>• Immunizations</li> <li>• Systems review</li> <li>• Exposure to communicable diseases</li> <li>• Family health history</li> <li>• Habits (e.g., tobacco, alcohol and other drugs),</li> <li>• Developmental history (e.g., school, home, and peer relations)</li> <li>• Sexual activity,</li> <li>• Contraceptive methods,</li> <li>• Reproductive history</li> <li>• Physical and sexual abuse</li> <li>• Neglect</li> <li>• History of mental illness</li> <li>• Self-injury</li> <li>• Suicidal ideation</li> </ul>	<ul style="list-style-type: none"> <li>• Temperature</li> <li>• Height &amp; Weight</li> <li>• Pulse &amp; Blood pressure</li> <li>• Appearance</li> <li>• Head and neck</li> <li>• Preliminary dental and visual acuity screening</li> <li>• Gross hearing test,</li> <li>• Lymph nodes</li> <li>• Chest and cardiovascular</li> <li>• Breasts</li> <li>• Abdomen</li> <li>• Genital (pelvic and rectal examination, with consent, if clinically indicated),</li> <li>• Musculoskeletal</li> <li>• Neurologic.</li> </ul>	<ul style="list-style-type: none"> <li>• 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.</li> </ul>	<ul style="list-style-type: none"> <li>• 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.</li> </ul>

**1.2.2.2 Vaccinations**

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.

## **1.2.3 Probation & Sheriff Facilities**

### ***1.2.3.1 Intake/Health Screening***

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, Corizon 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. Corizon will continue the same or comparable medication within 24 hours unless it is deemed not medically indicated by Corizon's 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.

Corizon 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, Corizon 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, Corizon will perform and interpret a chest x-ray of the inmate. Corizon 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.

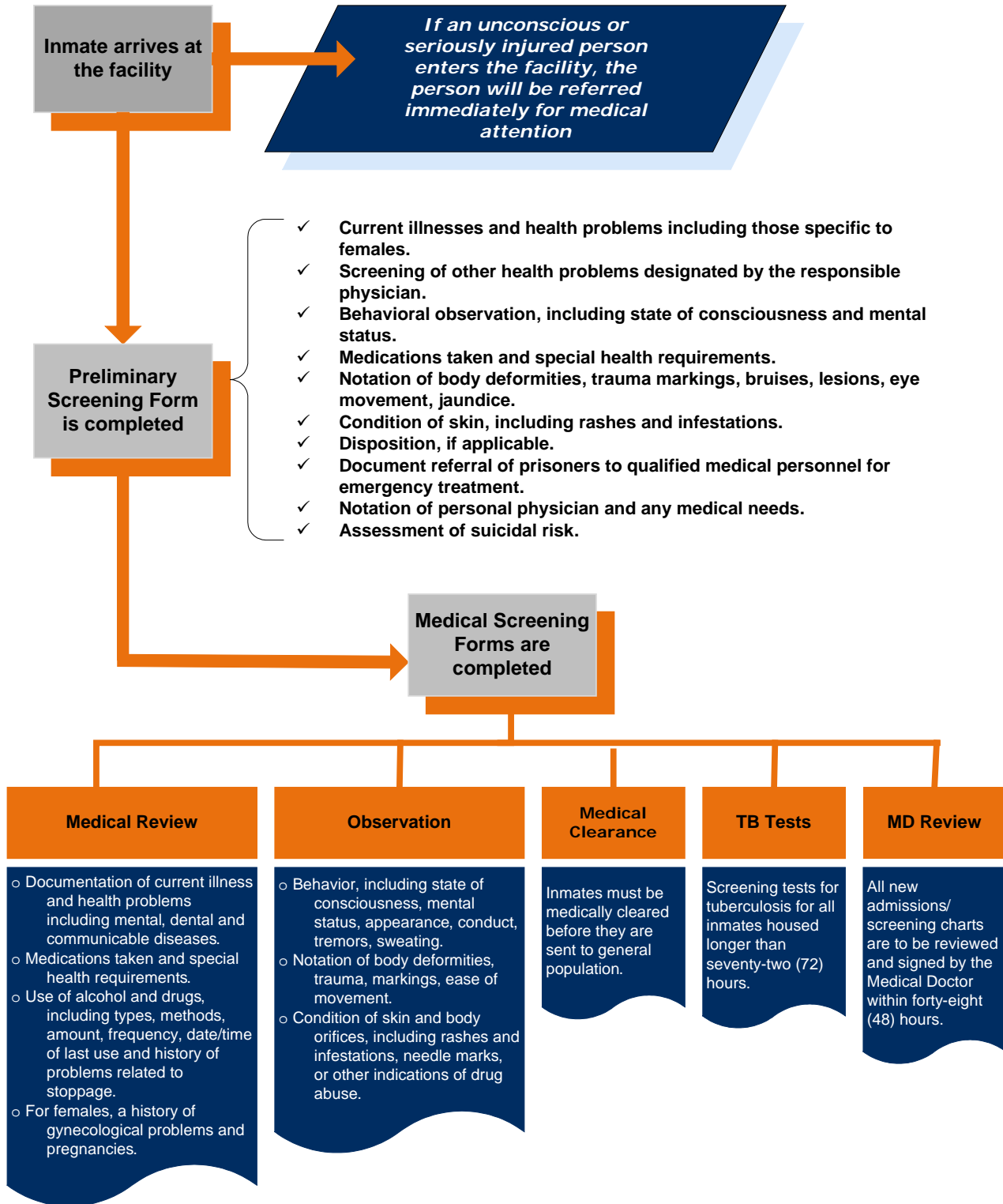
As part of the intake screening, Corizon will routinely screen female inmates for gonorrhea and chlamydia within 24 hours of admission, Monday through Friday and within 72 hours if the inmate is admitted to the Santa Barbara County Facility on Saturday or Sunday. Corizon will provide medically appropriate treatment. Screening will consist of a urine test or bacterial culture test. Corizon 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, Corizon 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, Corizon medical personnel will appropriately document such refusal. In such an event, Santa Barbara County and Corizon will take steps medically appropriate for the health of the individual inmate, other inmates and staff.

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

## Receiving Screening Process





**Corizon will provide a nurse during peak operation hours, dedicated to the booking area and the intake process. This will allow for quicker response times for assessments required in the intake area by nursing personnel.**

**In the Probation Facilities**, Corizon, 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 are also in place which establish a documented intake health screening procedure to be conducted immediately upon entry to the facility.

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

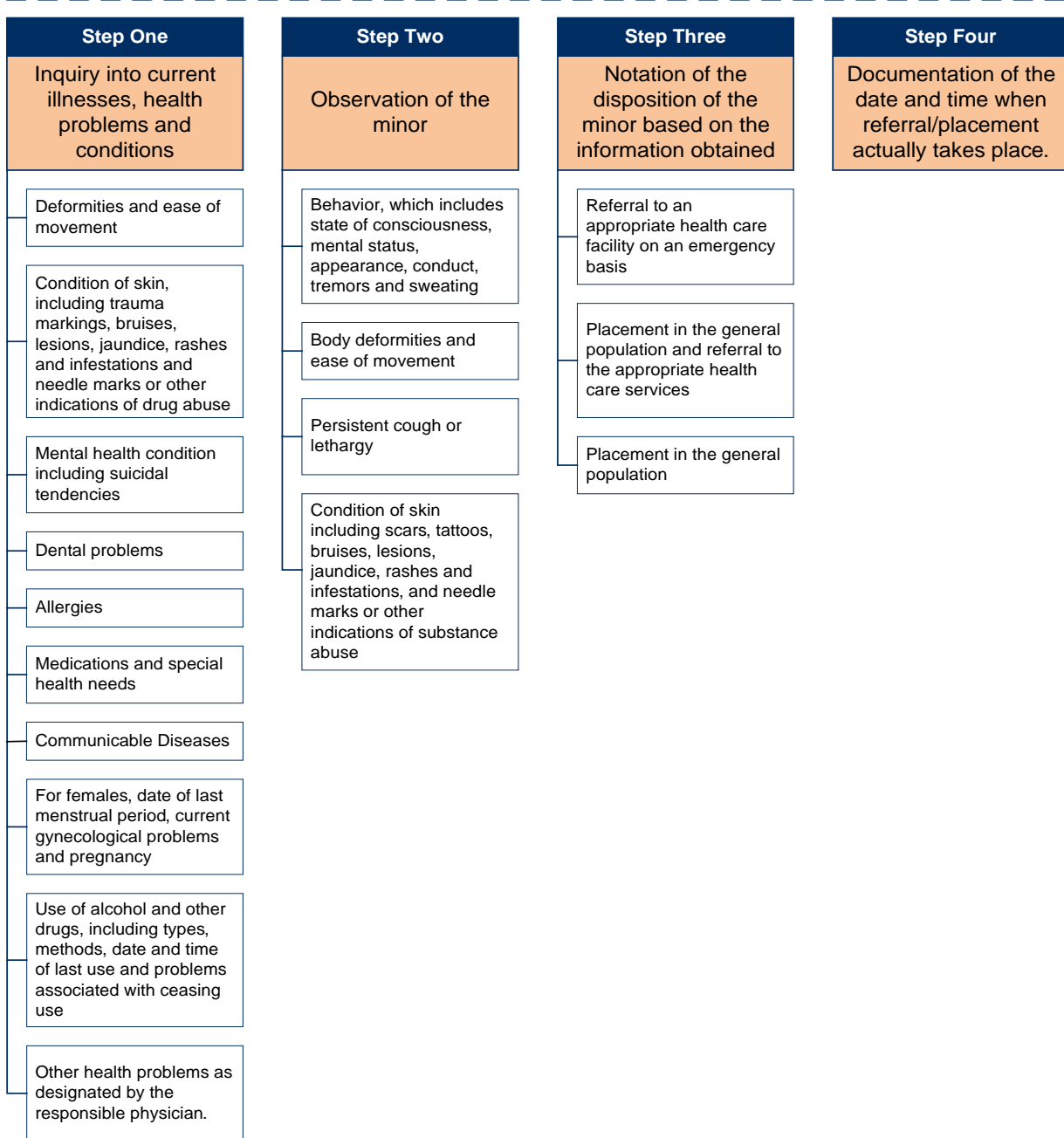
- A detainee who is unconscious shall not be accepted into a facility
- Youth who are known to have ingested or who appear to be under the influence of intoxicating substances shall be cleared in accordance with *Section 1431 of the 2003 California Administrative Code of Regulations Title 15*
- Written 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 Youth booked into the 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 Youth 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 Youth. If the nursing staff or physician is not on duty, the Youth will be screened by trained Juvenile Institution Officers. If the Youth is in need of services beyond the scope of care available at the facility, the physician will be notified and the Youth 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 Youths with health needs including non-hospitalized detoxification. All Youths will be screened prior to transfer to the general population. If a Youth does not have urgent health care needs, the Youth will be transferred to the general population housing with timely referrals established for medical, mental health

and/or dental service, as appropriate. Those Youths requiring immediate intervention will be referred for evaluation and treatment. Any Youth 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.

**1.2.3.2 Preventive Care**

Corizon 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 Corizon.

<b>Preventive Care</b>	
<b>Contraceptive Services</b>	Corizon will provide written policies and procedures to assure that reproductive health services are available, including contraceptive services.
<b>Sexually Transmitted Diseases (STDs)</b>	At the health appraisal, Corizon will inquire into the Youth's history of sexually transmitted diseases. In addition, Corizon will provide educational services concerning STDs including literature available to the detainee.
<b>Immunizations</b>	Immunizations shall be verified and, within two weeks or sooner of the health appraisal/medical examination, a program shall be started to bring the Youth's immunizations up-to-date in accordance with current public health guidelines.
<b>Intake Screening</b>	At the intake screening, the health care staff and Juvenile Institution Officers are able to screen the Youth for potential health care concerns.
<b>Sick Call</b>	Sick call provides a daily opportunity for Youth to request health care services, which is triaged according to routine, urgent or emergent need.
<b>Quality Improvement Program</b>	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).
<b>Patient Education</b>	Corizon places a high priority on patient education that emphasizes preventive health care.

**1.2.3.3 Medical Supplies**

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

#### ***1.2.3.4 Referrals for Emergencies***

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

#### ***1.2.3.5 Sick Call***

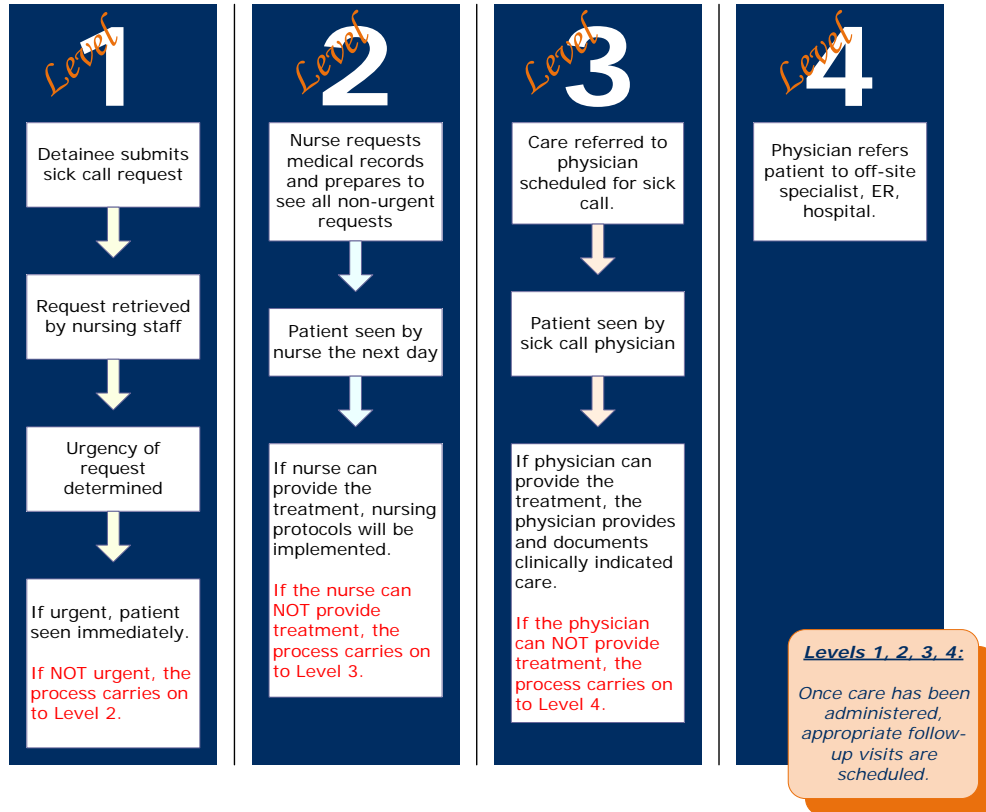
**In the Probation Facilities,** Corizon will continue to provide sick call for Youth to have a daily opportunity to request health care services and triaged according to routine, urgent or emergent need. The sick call process initiates appropriate interventions. Sick call will be held daily for Youth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

Sick call is of primary importance to an effective correctional health care delivery system. The Corizon sick call process ensures timely access to medically necessary health care services. The Corizon 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 Youth 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 Youth 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 Youth may be seen within 72 hours of submission of a request on weekends.



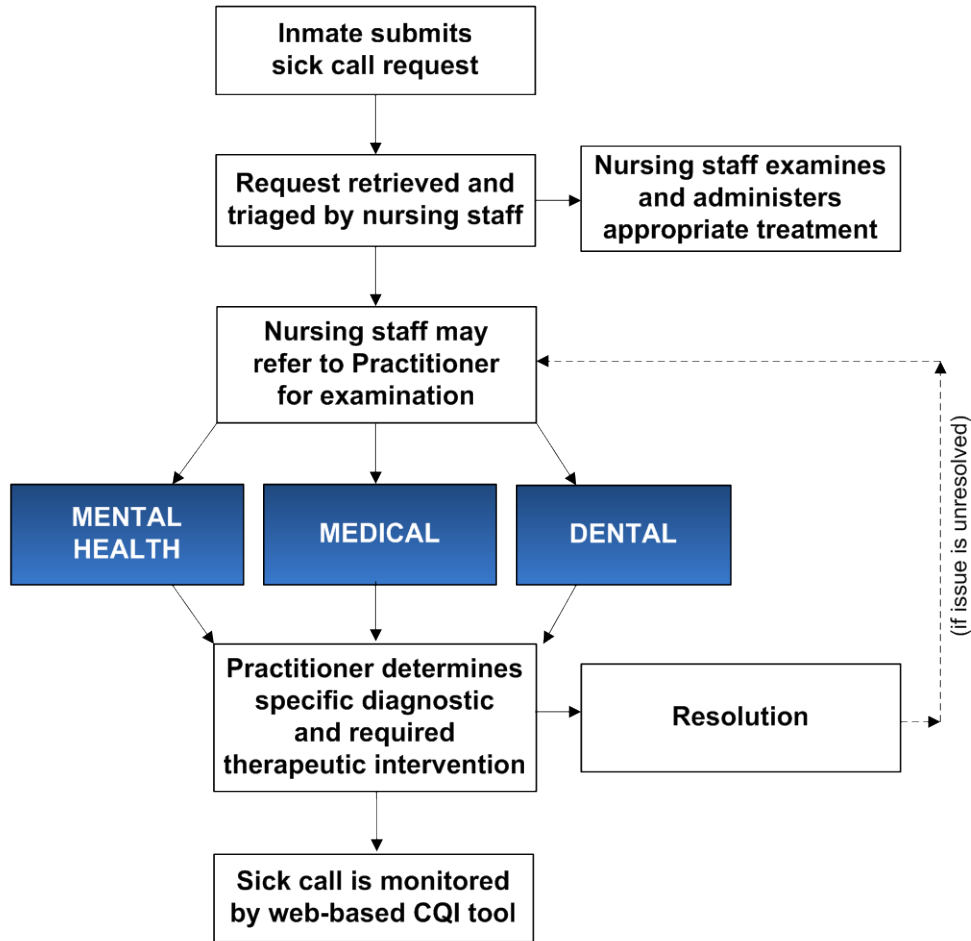
## Sick Call Process



**In the Sheriff's 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. Corizon's 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. Corizon 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.

### Efficient Sick Call Protocol



Quality Improvement is on-going throughout and is typically monitored on a monthly basis.

#### 1.2.3.6 Implement Provider Orders

Corizon 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, Corizon will refer those services to county health clinics and providers/subcontractors. Corizon 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.

#### 1.2.3.7 Referrals to External Providers/Subcontractors

Corizon will continue to notify the facility staff and make referrals to an outside provider when necessary.

### ***1.2.3.8 Women's Healthcare/Pregnancy***

Because of their unique health care needs and higher utilization of medical services, Corizon 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. Corizon works in conjunction with the Public Health Department to make sure the PHD recommendations are being followed when they return to the facility.

Corizon has a Standardized Protocol for Registered Nurses for Pregnant and Postpartum Inmates/Youth 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 Provider's sick call. The nurse implementing the protocol will place an Outpatient Referral Form in the chart with a "red" tag for the provider 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.**"

### ***1.2.3.9 Abuse Reports***

Corizon 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.

### ***1.2.3.10 Mental Health/Substance Abuse (REFER TO EXHIBIT C and EXHIBIT D)***

Corizon will be responsible for the mental health services within the Probation and Sheriff Facilities.

Services will 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 provider 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/herself or others, Corizon will conduct a crisis assessment immediately during staffed hours, or as soon as possible and no later than 24 hours of admission to the Santa Barbara County Facility.

At the intake screening, Corizon's medical personnel will focus on the identification of inmates/Youth who may experience some degree of withdrawal symptoms. At the intake screening, inmates/Youth 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/Youth has been using
- Time of last use
- Side effects experienced when ceasing use in the past

Corizon health care personnel will evaluate the inmate/Youth for signs and symptoms of withdrawal. Inmates/ Youth 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/ Youth as being in mild, moderate or severe withdrawal.

#### ***1.2.3.11 Treatment for Accidents/Injuries***

Corizon has developed and implemented written policies and procedures for accidents and injuries, including emergencies. Corizon 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/ Youth. First aid and CPR services will be provided on-site as part of the written policies and procedures. Corizon' 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.



**1.2.3.12 Healthcare Administration**

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

**1.2.3.13 Healthcare Providers**

Corizon 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 Corizon’s health care staff, Corizon will refer the patient to the Public Health Department Clinics, or when necessary to health care specialists in the community. Corizon utilizes many of the PHD Clinics, including OB/GYN, Infectious Disease, Ophthalmology, Orthopedics, Hand, Urology, Neurology, Surgery and Dermatology.

**1.2.3.14 Access to Healthcare**

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

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

<b>Provider</b>	<b>Specialty</b>	<b>Address</b>	<b>Phone</b>	<b>Service Location</b>
<b>American Medical Response West</b>	Ambulance	801 10 <sup>th</sup> St., 4 <sup>th</sup> Floor Modesto, CA 95354	800-913-9106	Off-Site
<b>Diagnostic Laboratories</b>	Mobile X-Ray	1111 S. Central Ave. Glendale, CA 91204	818-549-1880	On & Off-Site
<b>Earl Schneider, D.D.S.</b>	Dental	2545 Quail Valley Rd. Solvang, CA 93463	805-688-8296	On-Site
<b>John Dorman, M.D.</b>	Physician	295 Santa Barbara Shores Goleta, CA 93117		On-Site, On-Call
<b>Marian Regional Medical Center</b>	Hospital (CCN)	1400 E. Church Santa Maria, CA 93454	805-739-3000	Off-Site
<b>Santa Barbara Cottage Hospital</b>	Hospital & Lab	P.O. Box 689 Santa Barbara, CA 93102	805-569-7200	Off-site
<b>William Coulter, MD (Eye Surgical Medical Group)</b>	Ophthalmology	533 E. Micheltorena, #103 Santa Barbara, CA 93103	805-564-8917	Off-Site
<b>Dyan Cole, MD</b>	Family Practice	4181 Ocean Drive Oxnard, CA 93035	805-746-2781	On-Site

Provider	Specialty	Address	Phone	Service Location
<b>Margaret Louise Dodds, MD</b>	Physician	4575 El Carro Lane Carpinteria, CA 93013	805-684-1013	On-Site
<b>Sofia Encarnacion, MD</b>	Psychiatry	1220 Coast Village Rd., Suite 201 Santa Barbara, CA 93108	323-630-8999	On-Site
<b>Lakshman Rasiah, MD</b>	Psychiatry	206 North Signal St., Suite B Ojai, CA 93023	805-646-4043	On-site
<b>MMC Emergency Physicians Medical Group, Inc.</b>	Emergency Services	PO Box 660580 Arcadia, CA 91066	626-447-0296	Off-Site
<b>Debra Weinstein, MD</b>	Physician	565 Amber Way Solvang, CA 93463	805-693-0033	On-Site

**1.2.3.15 Discharge**

Corizon 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/Youth may leave at any point in time, including bonding out, released directly from court, and at end of inmate/ Youth’s sentence. While inmates or Youth are incarcerated, Nurses will obtain a release of medical information in order to determine what kind of care, if any, the inmate or Youth have received prior to incarceration. This information will allow Corizon 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 addition to the Public Health Department, community networking includes:

- The **California Health Information Exchange** (Corizon management monitors activities of the CA DHHS moving toward the exchange of information for continuity of care throughout the state),
- Inside-Outside Meetings,
- County and community social workers, and
- The CARES Program.

### ***1.2.3.16 Policies and Procedures***

Corizon 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.

### ***1.2.3.17 Pharmaceutical Management***

In consultation with a pharmacist and in cooperation with the facility administrator, Corizon 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. Through our partner, **Maxor Correctional Pharmacy Services (Maxor)**, Corizon has the capability to supply, consult and/or manage the pharmaceutical program. A complete **Corporate Capability Statement/Overview for Maxor is provided as an Attachment.**

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 Youths 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, Corizon 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 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.
- In consultation with a pharmacist and in cooperation with the facility administrator, Corizon has developed a written policy and procedure regarding the use, administration, and control of sample prescription medications.

### ***Medication Handling and Administration***

Corizon 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.

#### ***1.2.3.18 Monthly Administrative Meetings***

Corizon 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 Corizon Health Services Administrator will lead these meetings,

prepare the agenda, record minutes, and distribute statistical data and other important health care information.

### **1.2.19 Education**

The Medical Director will continue to provide and document patient education according to IMQ standards. Corizon 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.

## **1.3 Supervision**

Corizon will continue to provide a Health Services Administrator (HSA), **Debra Mood, RN**, and a qualified Medical Director, **John Dorman, MD** 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.

## **1.4 Training**

Corizon places great value on increased training in order to create better levels of care within the facilities we manage. Corizon 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. Corizon is also prepared to provide in-service training to correctional staff in other subjects, such as:

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

Corizon 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 Corizon 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.

## **1.5 Manuals and Plans**

**Minimum Topics Covered  
in the Policy and  
Procedure Manual**

General Medical Topics  
Medication Administration  
Infection Control  
Medical Staff Training  
Quality Improvement Plan

Corizon 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. Corizon 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.

## **1.6 In-Custody Deaths**

In cooperation with the County Coroner, Probation/Sheriff Executive, and Probation/Sheriff Management for the respective detention facility, Corizon will continue to perform a medical review of every in-custody death. The review team will include Corizon, 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 Corizon 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 Corizon Chief Medical Officer. The preliminary review is also used to categorize the event.

Santa Barbara County and Corizon have had no inmate deaths related to medical care. There was one completed suicide in 2012.

## **1.7 Communicable Disease Control**

Corizon 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/Youth who demonstrate a risk of communicable disease and are in need of care at the intake screening, while protecting other inmates/Youth and staff who run the risk of exposure to disease. Corizon 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 Corizon's established network of community providers, Corizon will be able to ensure the inmate/detainee will continue to receive appropriate care upon release from the facility.

Corizon 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 Youth with serious infectious and communicable disease is effective
- Immunizations to prevent disease are provided when appropriate
- Infected Youth receive medically indicated care
- If appropriate, Youth 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, Corizon will contact a community health care provider to arrange an appointment for the detainee to receive continuity of care. Corizon currently has established relationships in the community to ensure this level of health care.

## 1.8 Licenses

Corizon will provide services by licensed, certified, and professionally trained healthcare personnel 24 hours per day, seven days per week. All Corizon staff will be trained and certified in Basic Life Support/Cardiopulmonary Resuscitation (BLS-CPR) and will be re-certified as required by the regulatory body. Employees performing professional medical services will maintain DEA and CPR certification according to applicable regulations.

Corizon will continue to provide the SBCSO and Probation with copies of licenses for the key personnel assigned to the contract. All licenses will be current and maintained on file.

The following is an overview of the Corizon credentialing process.

### *The Corizon Approach to Credentialing*

**Decreased leadership turnover has been shown to improve clinical, financial, and legal outcomes.** A strong credentialing process is a proactive method to ensure that the physician's training and experience are aligned with the clinical needs at the site. The staff leadership uses a physician interview guide to assist them in their discussions with the various candidates covering clinical, business and leadership areas. Utilization of this tool allows the leadership staff to communicate observations objectively and to develop a strategy for a successful partnership. This process is also designed to reduce provider turnover by performing due diligence in screening potential candidates who seek to provide medical care within a jail setting.

Corizon will not place a physician at a SBCSO or Probation facility without a thorough review of standard documentation, including training and licensure verification, **National Practitioner Data Bank (NPDB)** review, and **Federation of State Medical Boards (FSMB)** review. Once

this information is compiled, our Credentials Committee, which is comprised of physicians and other licensed professionals, will discuss potential candidates per our credentials policy.

### ***Initial Credential Requirements***

In order for a practitioner to provide clinical services for Corizon, the physician's credentials must satisfy the threshold indicators listed below, and Corizon must receive all applicable documentation. Threshold indicators include:

- A completed Corizon Application and a Consent for Release of Information form;
- Evidence of an active, unrestricted license to practice medicine in the State of California;
- Copy of an active, unrestricted Drug Enforcement Agency Certificate with a California address and a State controlled substance certificate where applicable;
- Copy of current California CDS certification with a California address;
- Copy of a degree from an accredited North American medical/professional school or a foreign medical/professional school accredited by the Educational Commission for Foreign Medical Graduates (ECFMG);
- A copy of Board Certification by an accredited certification board within the United States or two letters from practicing physicians in the applicant's specialty attesting to the applicant's clinical skills;
- Evidence of legal working status in the United States;
- Current certification in Basic Life Support or agreement to obtain it within six months; and
- Certificate of current medical liability insurance.

After these credentials are obtained, Corizon's Credentials Coordinator will perform the following:

- Query of the FSMB (applicable for onsite general practice physicians and psychiatrists); and
- Submit documentation to our contracted Credentialing Verification Organization (CVO) for Primary Source Verification, verification of employment history, active hospital staff privileges and National Practitioner Databank (NPDB) query.

Practitioners will not be contracted to perform services if any of the following conditions exist:

- A previous felony conviction;
- History of any criminal or civil penalty for the following offenses: violent crime, sexual offense, or crime involving the use of a weapon; a crime involving the distribution, sale, or misuse/abuse of narcotics or controlled substances; and
- Any provider with a history of any of the following within the last two years must be presented to Corizon's Credentials Committee for review:
  - Any crime other than those listed above (excludes summary offenses and minor traffic violations);
  - Substance abuse or addiction; \*
  - Alcohol abuse or addiction; \*
  - Inability to practice medicine;



- Loss of medical license or voluntary surrender under threat of suspension, revocation, or restriction;
- Limitation of medical license;
- Involuntary surrender of clinical privileges; and/or
- Inability to obtain professional liability insurance.
- 

\* All applicants with a history of substance or alcohol abuse that ceased less than two years prior to application to Corizon, or who are currently under treatment for such abuse, must agree to random testing for substance abuse as a condition of providing services at correctional facilities under contract with Corizon.

### ***Provisional Credentialing (Fast Track)***

Because of the nature of correctional medicine, it is frequently not possible to make other arrangements in the event a provider resigns or is otherwise unavailable. Inmate and Youth patients cannot go elsewhere for care, as would be possible for members of a healthcare plan outside of the facility. Therefore, it is necessary and important for Corizon to provide a rapid method of temporary approval for services by selected applicants.

Providers with clean records are eligible for Fast Track credentialing and may be approved for interim privileges for up to 60 days. Providers can only be considered for Fast Track when applying for the first time. To receive provisional credentials, a provider must present the following documentation:

- Completed, dated and signed Application for Corizon Affiliation;
- Completed Healthcare Practitioner Request for Privileges form;
- Copy of state-specific license to practice;
- Copy of DEA and state controlled substance license if required;
- Copy of current PLI or malpractice insurance certificate;
- Copy of CPR/ACLS certification; and
- Original signed and dated application for PLI (employee applicants only.)

The Credentialing Coordinator will perform the following verifications:

- Perform telephone or internet verification of the license and determine if there are any sanctions;
- Determine if an provider's malpractice insurance is current and meets Corizon policy limits;
- Forward the Corizon employee malpractice insurance application to Corizon's Legal Department;
- Verify that the DEA and State controlled substance license are current;
- Verify that the CPR/ACLS certificate is current and meets state contract requirements; and
- Obtain an NPDB report

### ***PeopleSoft® Tracking and Reporting***

Corizon has a two prong approach to tracking and reporting on credentialed and licensed staff. Currently all of our employed nursing staff's (RN/LPN) certifications, credentials and licensing are stored in our PeopleSoft system. This system allows the Directors of Nursing (DON) and our Health System Administrators (HSA) direct access to their individual employee's certifications, credentials and licensing dates and documentation. The HSA and DON work from within PeopleSoft daily and will receive alerts as to credentialing that is close to expiration. This allows our staff to be proactive in staying compliant from right at the facility level.

### ***Re-credentialing***

Every three years, in order for a practitioner to remain employed with Corizon, providers must submit or resubmit a Re-credentialing Application Packet. This Re-credentialing Packet will contain the provider's attestation that he or she has not been convicted of any crime in the past two years, has not been addicted to alcohol or controlled substances in the past two years, and has not been reported to the NPDB for any reportable incident.

The Credentialing Coordinator will submit the documentation to our contracted CVO to verify the following:

- Medical license(s) which are currently active
- Federal DEA certificate
- Claims history via the NPDB
- Board certification
- Work history (any gaps of three months or more since the last credentialing)
- Primary hospital affiliation

### ***Provider Files***

Corizon will maintain a file for each provider containing the following information:

- Current unrestricted license in the State of California;
- Current California controlled substance certificate;
- Current federal DEA certification;
- Current certification in Cardio Pulmonary Resuscitation (CPR);
- Renewal of board certification; and
- Proof of initial and annual suicide prevention education.

Copies of all current nursing and physician licenses will be kept on file in the Health Services Administrator's office.

### ***Ongoing Monitoring of Credentials***

Monitoring the credentials and the clinical work of our providers is an ongoing process, not limited to initial and biennial review. Our providers are subject to peer review and are reminded routinely that they are required to immediately report any of the following:

- Action to suspend or limit their license to practice medicine in any state; or to suspend or limit their federal DEA certificate, or state-controlled substance (if applicable) number;
- Actions to revoke, suspend, or limit privileges at a hospital or any medical organization;
- Criminal conviction;
- Civil legal proceeding resulting in a penalty or an award of damages;
- Addiction to drugs, use of unprescribed narcotics, habitual or chronic use of any substance that may impair judgment;
- Addiction to alcohol or alcohol use which could impair judgment or interfere with clinical duties;
- Any situation that could reasonably be expected to hinder the provider's ability to perform contracted services in the correctional or clinical work environment; and/or
- Any incident reportable to the NPDB.

Corizon will also enroll each provider in the NPDB's Continuous Query. This keeps us informed 24 hours a day, 365 days a year about adverse licensure, privileging, Medicare/Medicaid exclusions, civil and criminal convictions, and medical malpractice payments of our practitioners. This is done for the safety of our patients, the SBCSO, Probation and Corizon.

### ***Privileging***

Privileging is a clinical activity with requirements including:

- Defined clinical services the clinician is allowed to perform in the facility, based on training, competence, and ongoing education and experience;
- A review and renewal process conducted at least two years to ensure ongoing competency, including information from quality management and peer review activities;

Privileging is required for all practitioners providing diagnostic and treatment services. The SMD will be responsible for granting privileges to midlevel practitioners. Access to credentials/privileges files is restricted to defined personnel

## **1.9 Continuous Quality Improvement**

Corizon has developed and implemented a Continuous Quality Improvement Program designed to achieve the Institute of Medicine (IOM) aims for quality health care provided to the inmate population. Quality defines care that is:

- Safe,
- Efficient,
- Cost-Effective,
- Timely, and
- Patient-Centered
- Equitable.

The purpose of Corizon’s Continuous Quality Improvement Program is to utilize data and information collected from the components of the CQI Program – both at the Site and Corporate levels – to continually develop as a team, innovative, evidence-based best practices. As such, the QI Program will be modeled to include:

- Process Indicators
- Outcome Indicators
- Peer Review
- Patient Safety

Corizon’s 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/Youth both on-and off-site. Corizon 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.

Corizon’s Regional Medical Director, **Dr. Harold Orr** 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. Orr will coordinate care with the site Medical Director, who works to ensure active Corizon staff participation with Quality Improvement processes.

## **Corporate CQI Support**

Corizon devotes corporate resources via the corporate CQI Committee to organization-wide quality improvement efforts. Corizon has developed resources to develop staff understanding of CQI.

The Corizon CQI Manual provides a complete overview of the CQI program model including performance measurement tools to monitor and assess the quality of health care services provided across the continuum of care, from point of entry through release. The performance measures have been defined by standards and guidelines of the NCCCHC and ACA and were developed for ease of use and with the capacity for modification based on contract specific measures.

The study tools are designed to present a CQI format without taxing site staff with burdensome tasks. The tools contain all the requirements of an effective QI study, including:

- Purpose of the study;
- Methodology for a random selection of a “targeted” process or population;
- Audit tool with defined process measures;
- Automated scoring of results from audit;
- Analysis of each individual measure;
- Analysis of overall study performance; and,

- Performance improvement plan format for documenting action plan when indicated and plan for follow-up.

## **Site-Specific CQI Program**

All members of the Corizon staff participate in SBCSO/Probation-specific initiatives to provide the foundation for the CQI program. Our staff will attend all meetings and will support the program through involvement in audits, meetings, corrective action plans, and other ongoing activities. We fully support regular chart reviews of all programs, including outpatient services, inpatient units, and reception services, as a part of each institution's program.

Other areas of focus for our CQI program include:

- Patient Care Clinical Performance Drivers: Diabetes, Hepatitis C, and Alcohol Withdrawal;
- Outpatient Services;
- Development and Implementation of Individualized Service Plans;
- Aftercare Planning;
- Intake Services/Orientation;
- Crisis Stabilization Units;
- Emergency Treatment Orders/Seclusion/Restraints; and
- Nursing Duties.

### ***Reporting***

Corizon produces reports on a monthly, quarterly, and annual basis detailing QM/CQI monitoring results, improvement activities, assessment of findings and action plans to correct or improve performance. Ms. Mood includes the results of monitoring in the monthly Medical Audit Committee and reports on any process or outcome studies that were completed in the month.

### ***Quarterly CQI Meeting***

Corizon has an established CQI on-site Committee that meets on a quarterly basis. The monthly meeting monitors the success and outcomes of the Corizon program and facilitates communication between the disciplines integral to the implementation of our coordinated health care services program. It is conducted with the objective of monitoring the health care services provided, collecting, trending, and disseminating data, and developing and monitoring corrective action plans.

Corizon's reporting structure facilitates the flow of data and the analysis and development of strategic plans. Reporting entities of Corizon's CQI reporting structure include:

- Patient care process indicators;
- Mortality, morbidity, and sentinel event analysis;
- Utilization management;
- Credentials;

- Site-specific outcome indicators;
- Infection control;
- Pharmacy and therapeutics;
- Mental health program; and
- Risk management.

Corizon provides process and outcome quality studies as necessary and to meet NCCHC accreditation requirements. All CQI activities are documented and maintained on a current and ongoing basis.

### ***Corizon Standards Survey***

The Corizon Survey is a proprietary tool developed to evaluate high volume, high risk processes. Corizon administers this survey at all of our contracted facilities at least every two years, more often if a site achieves a score less than 90%. The scope of the Corizon Standards Survey includes the following health care functions:

- Unit inspection (OSHA, BBP);
- Infection Control and Safety;
- Administrative (Employee Training and Medical files);
- Access and Continuity of Care;
- Specialty Care;
- Chronic Illness/Disease Management;
- Sick Call (Nurse and Provider);
- Dental Services;
- Medication Management, MAR, Contraband and Controlled Substances;
- Mental Health;
- Infirmary Care; and,
- Interviews with Corizon and facility administration.

The Corizon Survey tool supports our programs at Santa Barbara County facilities and assists in systematic planning, design, measurements, assessments, and improvement of processes related to the following organization-wide functions.

### **Patient-Focused Functions**

- Patient rights and organizational ethics
- Assessment of patients
- Care of patients
- Education
- Continuum of care

### **Organization Functions**

- Improving organization performance
- Leadership

- Management of the environment of care
- Management of human resources
- Management of information
- Surveillance, prevention, and control of infection

### **Structures With Functions**

- Governance
- Management
- Medical providers
- Nursing

### **CQI Program Requirements**

#### ***Process Indicators***

The Corizon CQI program includes Process Indicators (PI) identified by the CQI committee as important criteria requiring improvement. These indicators serve as the foundation of the program. Corizon is committed to CQI as both a measure of performance, as well as a method to improve the quality of health care services delivered at the site, regional and corporate levels.

These categories are:

- Nurse Sick Call;
- Specialty Care/offsite (medical and behavioral health);
- Chronic Illness;
- Medical Record Format;
- Medication Administration;
- Mental Health Treatment Plans and Follow-up;
- Mental Health Requests; and,
- Provider Sick Call.

#### ***Key Outcome Indicators***

Corizon compares our performance outcomes to data published by the National Committee for Quality Assurance (NCQA). The latest reported NCQA outcomes for comparison are from the *State of Health Care Quality Report 2010*. While these measures are tracked for statewide systems, they serve as a valuable tool for our corporate CQI program.

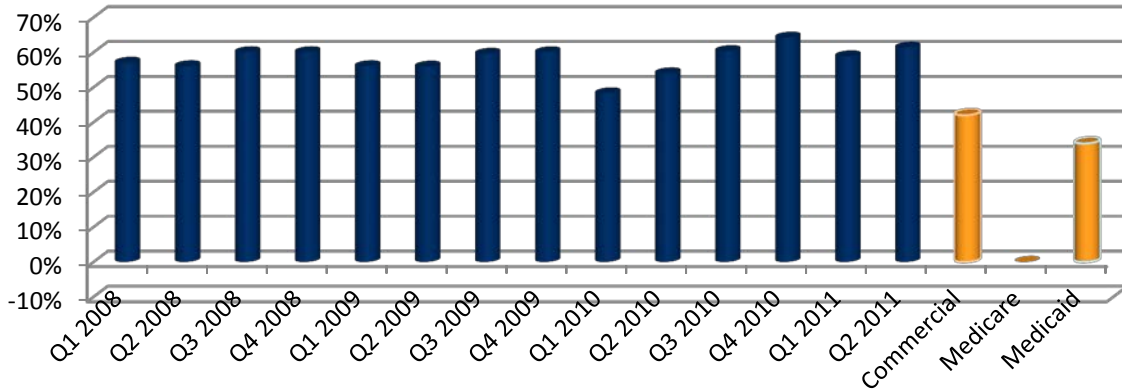
**NOTE:** The measures are tracked in DOC settings – where there is continuity of care – in order to demonstrate quality outcomes. Due to the rapid inmate patient turnover in jails, such measures are considerably more difficult to track.

An important step in managing diabetes is to monitor HgbA1c results every quarter. This blood test measures the average blood glucose control over the previous 90 days. The goal for glucose

control is to maintain HgbA1c less than 7 for most patients with diabetics. The exception would be those who experience frequent hypoglycemic events related to such tight control.

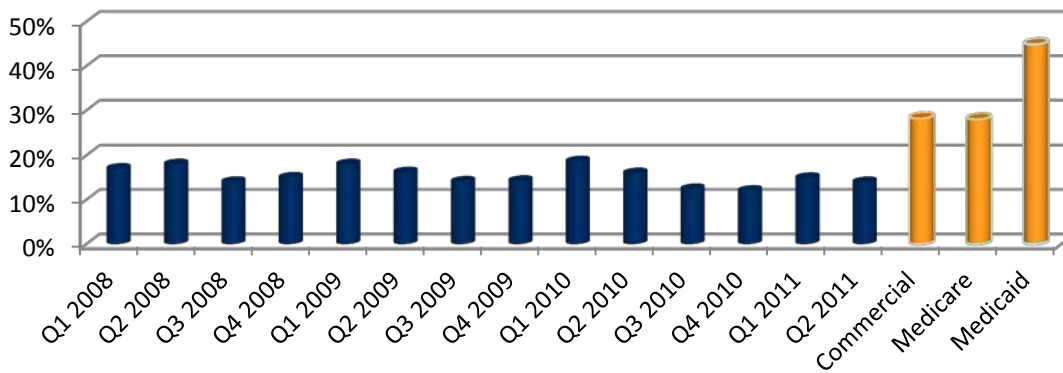
The chart that follows demonstrates the percent of diabetic patients under Corizon’s care over the past three years with HgbA1c in good control. While NCQA results (HEDIS data) exclude patients who have not been in treatment for a period of time, **Corizon includes all diabetics, including new intakes, in the outcome measurement.**

**Patients with HgbA1c Levels Less Than 7**  
**GOOD CONTROL**



Poor glucose control is defined as patients with diabetes with HgbA1c > 9. This patient cohort requires more frequent monitoring through chronic care clinics, as frequently as monthly in some cases, to adjust treatment plans until the patient reaches goal. The chart below demonstrates the percent of diabetic patients under Corizon’s care with HgbA1c in poor control. **Overall, Corizon outcomes exceed those of commercial insurance, Medicare, and Medicaid.**

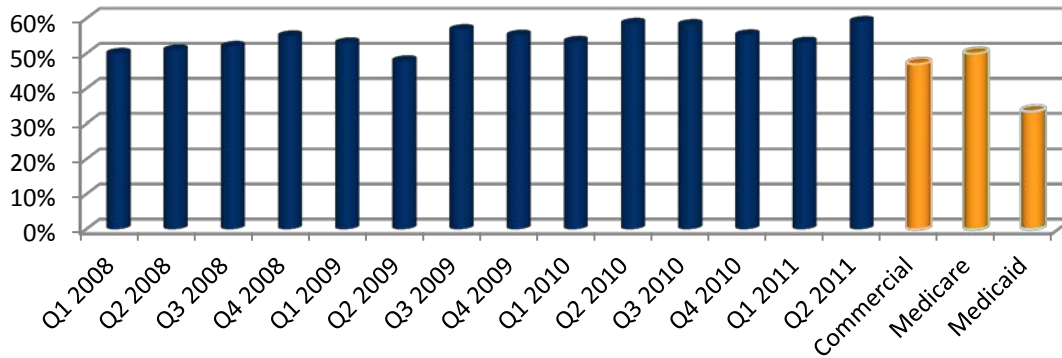
**Patients with HgbA1c Levels Greater Than 9**  
**POOR CONTROL**



Because patients with diabetes are at risk for cardiovascular disease and compromised blood flow, it is important to keep LDL cholesterol < 100. **The chart below demonstrates the LDL-C control for diabetic patients under Corizon’s care.**



Diabetic Patients with LDL levels Less Than 100



### Ace Inhibitor Usage – Proven Corizon Outcomes

The National Committee for Quality Assurance (NCQA) State of Health care Quality Report, October 2008, documented that Diabetes accounts for almost 45% of new cases of kidney failure. American Diabetes Association evidence-based clinical guidelines recommend use of ACE Inhibitors as a method of controlling blood pressure and, therefore, providing kidney protection to the diabetic patient.

Corizon has achieved consistent blood pressure control outcomes over the past five years with greater than 70% of patients with diabetes having blood pressure controlled at <130/80.

The NCQA reports that every 10 millimeters of mercury reduction in systolic blood pressure results in a 12% reduction in diabetic complications. Therefore, the Corizon approach to management of hypertension in patients with diabetes **slows the progression of complications such as heart disease and kidney disease.**

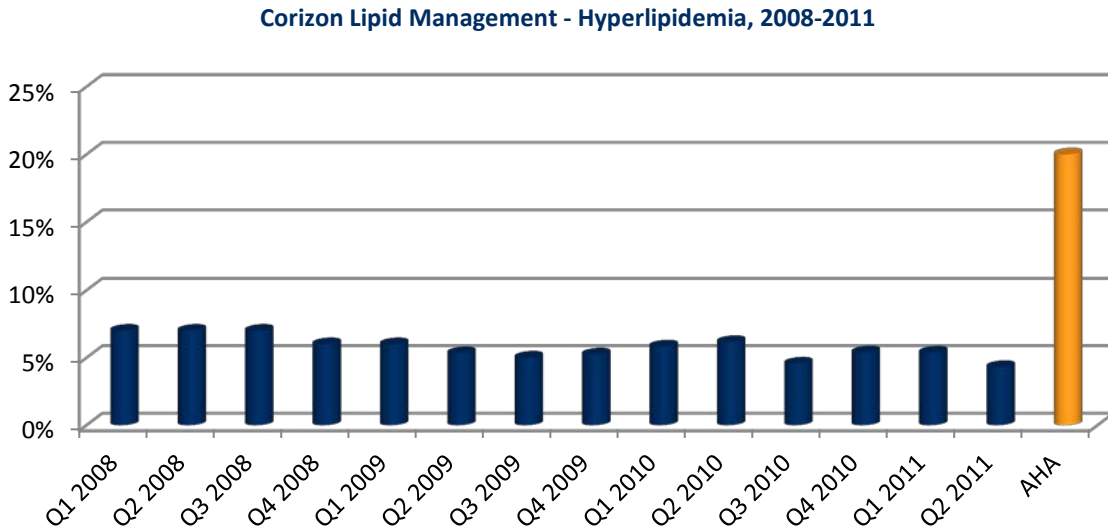
The monetary effect of this clinical treatment strategy is evidenced by a reduction in patients progressing to hemodialysis as well as a reduction in cardiac disease leading to hospitalizations for interventional cardiac procedures.

### Measurable Outcomes – Medical Management of Cardiovascular Disease

Cardiovascular disease is a high-volume, high-risk chronic condition, affecting patients across all ages, ethnicities and cultures. The prevalence of cardiovascular disease in corrections and **the increasingly aging prison population has prompted Corizon to proactively and vigorously address the issue of cardiovascular health among its patients nationwide.**

American Heart Association (AHA) statistics report that approximately 20% of Americans over the age of 20 have elevated LDL cholesterol defined as LDL-C > 160. The goal for everyone is to decrease LDL-C to < 130 beginning with lifestyle modification for those with LDL-C > 160, and following evidence-based guidelines for treatment to attain the goal. Parameters are more stringent for those at increased risk for cardiovascular disease such as patients with Diabetes whose goal if LDL-C < 100. Corizon's lipid management initiative is outstanding as

demonstrated in the chart below based on a cohort of approximately 25,000 inmate patients tested per quarter.



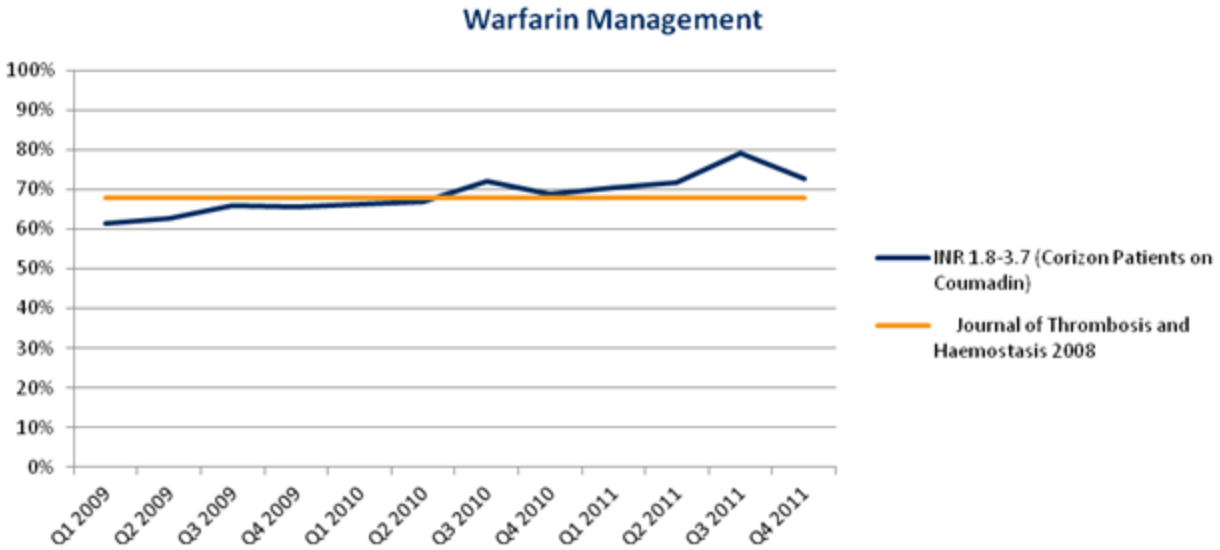
### Warfarin Management – Proven Corizon Outcomes

Warfarin management is a third key clinical performance indicator for each of Corizon’s large correctional health care contracts. This initiative was implemented in 2009. Warfarin, a blood thinning agent, is indicated for a relatively small number of patients including those who have had deep vein thrombosis (DVT), pulmonary embolus (PE), atrial fibrillation, and/or heart valve replacement.

A study published in the *Journal of Thrombosis and Haemostasis* in 2008 of data gathered from medical record review in private physician practices reported that, at any given time, approximately 68% of patients on Warfarin had a blood level in the therapeutic range of 2.0 to 3.5.

Because Corizon includes all patients on Warfarin, including those who are new to the drug, in the cohort for outcome measurement, the Corizon range has been expanded to consider those with an International Normalized Ratio (INR) in the range of 1.8 to 3.7 as being therapeutic. Corizon’s rationale for this adjustment is that clinicians will not normally make changes to drug regimen based on an isolated lab result, but rather on the patient’s INR trend.

The chart on the following page demonstrates Corizon’s impressive trend over the past 2 ½ years.



## ***Management Tools***

Corizon provides management tools, guidelines, and education modalities to our physicians, nurses, and patients to increase clinical competence, and to enhance patient partnership with the health care team to create a collaborative approach to managing chronic disease.

### **I. Program Design**

- A. Identification of Chronic Disease patients at initial assessment
- B. Patient assigned to Chronic Care Clinic
- C. Individualized treatment plan
- D. Follow up based on severity
  - Every Chronic Care Clinic visit addresses treatment goals.
  - If patient does not present for chronic care visit, they must be scheduled to see site physician for follow up and reassessment as soon as possible.

### **II. Process**

- A. Collaborate with Corizon medical leadership and entire health care team at a corporate and site level for medical management and individualized treatment plan.
- B. Use of Corizon internal proprietary Disease Management tools based on up-to-date, evidence-based guidelines and best practices.

### **III. Data Results**

- A. Patient Care Services Feedback Loop
  - Program infrastructure, monitoring performance data
  - Making recommendations for variance improvement
  - Report findings to PI/CQI

All of Corizon's effort, infrastructure, support departments, systems, and resources are committed to and focused on quality health care delivery. Mechanisms are in place to identify patients who fall into risk categories through severity profiling. Corizon's Business/Clinical

Intelligence data warehouse allows us to integrate clinical, lab, pharmacy and claim data to identify populations where approaches to care can be altered to promote favorable outcomes.

### **Peer Review Process**

The purpose of the Corizon Peer Review Process is to enable both parties to enhance the health care that is provided to the patient. The Peer Review Process helps the reviewer to understand the processes, needs, and challenges with which the clinician must deal on a daily basis in a difficult prison setting while providing the clinician with insight into his/her clinical skills and focused feedback regarding clinical outcomes. *This is a fluid process performed together by the reviewer and the clinician through dialogue and conversation to enhance competence and focus resources on areas needing improvement.* This process is not a performance review.

Peer review as performed under CQI is confidential and protected by legal privilege in accordance with state peer review law.

The process of assessing the quality of health care delivery of a physician or advanced practitioner employed by Corizon will be uniformly performed utilizing procedural steps. Peer reviews are completed by individuals with at least equal credentials and training. The Corizon peer review tool is utilized when completing a peer review.

**Physician Record Reviews** – The Medical Director reviews a percentage of all active health records each month. The review focuses on the appropriateness of the care provided by the nursing staff, mid-level providers and other physicians, as documented in the health record.

### **Corizon Patient Safety Program**

The Corizon CQI Program includes the Patient Safety Program. The purpose of this program is to proactively enhance the quality of correctional health care, improve patient safety and **decrease the number of preventable medical errors.** This is accomplished through intentional focus on Corizon's values. We recognize that we must do more than cast a strategic vision and mission; our actions must match our words. Corizon's values relating to patient safety include:

- Quality: never being satisfied with the status quo, always striving to do better;
- Patients: treating them with dignity and compassion; and,
- Integrity: honoring our commitment to do the *right thing*.

To take action, Corizon has purposefully directed resources toward improving patient safety by employing a dedicated physician as the **Patient Safety Officer** within the Corporate Clinical Services Department.

The Patient Safety Officer and the Corizon Patient Safety Committee are:

- **Informed**
  - Regarding organizational operations and contractual concerns.
  - Regarding leadership vision, mission and values.

- ***Informative***
  - Assists with managerial interpretations of safety threats.
  - Provides up-to-date patient safety literature and research for the organization.
  - Facilitates the incorporation of a safety culture into Corizon's organizational cultureFocused on:
  - Communication
  - Reliability
  - Engagement
  - Accountability
  - Team Work
  - Excellence
- ***Involved***
  - Designs process improvements for clinical care with input from Operations, Nursing and Medical.
  - Provides fresh perspectives on safety goals remaining firmly anchored in daily practice and work flow.
  - Oversees the Sentinel Event Review Process and Patient Safety Committee process improvements.

### ***Corizon's Patient Safety Committee***

This multi-disciplinary committee focuses on organizational process improvements through implementation of meaningful solutions and incorporation of these solutions into Corizon as an organization. Corrective actions plans identified through Sentinel Event Review are monitored for appropriateness and tracked to completion. These corrective actions do not just focus on individual performance, but on system and process defects that contributed to the human error. Corizon strives to proactively correct potential process weaknesses before sentinel events occur. This proactive, preventive process closes the loop on sentinel event review. It changes data gathering into a meaningful process that does more than generate reports and statistics. It truly enhances the quality and safety of care.

### ***Partnership with the National Patient Safety Foundation (NPSF)***

Corizon has partnered with the National Patient Safety Foundation (NPSF) whose core mission is "improving the safety of care provided to patients." ***We are proud to be the only correctional health care company with membership in NPSF.*** The following highlights Corizon's partnership with NPSF:

- Safety training and education through NPSF Professional Learning Series;
- NPSF resources and tools to facilitate safety culture development and enhancement of teamwork, communication and accountability across the continuum of care;
- Access to the *Lucian Leape Institute's* strategic patient safety efforts;
- Learning opportunities from NPSF Corporate Council, publications, and literature alerts;
- Access to the Agency for Health care Research and Quality (AHRQ) Survey of Patient Safety Culture for data comparisons and benchmarking; and,
- Annual participation in NPSF Patient Safety Awareness Week.

## **Sentinel Event Review**

In order to deliver best-practices and design process improvements that enhance the quality of care, Corizon recognizes that we must have an effective reporting system. Sentinel event reporting allows us to know about and understand both our successes and our failures. Sentinel event review facilitates the identification of areas that the Patient Safety Committee will focus on for organizational learning and prevention of future similar events.

Corizon will conduct all mortality reviews in compliance NCCHC Standard J-A-10 and Corizon's Sentinel Event Policy and Procedure.

### **1.10 Health Care Monitoring and Audits**

Written policy and procedures will continue to be developed and implemented by Corizon to collect statistical data. Corizon will submit summaries of health care services annually. In addition, Corizon 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. Corizon will respond to, and participate in, medical surveys in a timely manner.

#### **B.1.11 Facility Inspection**

Corizon 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.

### **1.12 Referrals for Specialty Services (Pg. 14)**

Corizon 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, Corizon 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. Corizon will refer to the County's clinics unless specialty care is not provided at the clinics.

### **1.13 Additional Services for Sheriff Institution Only**

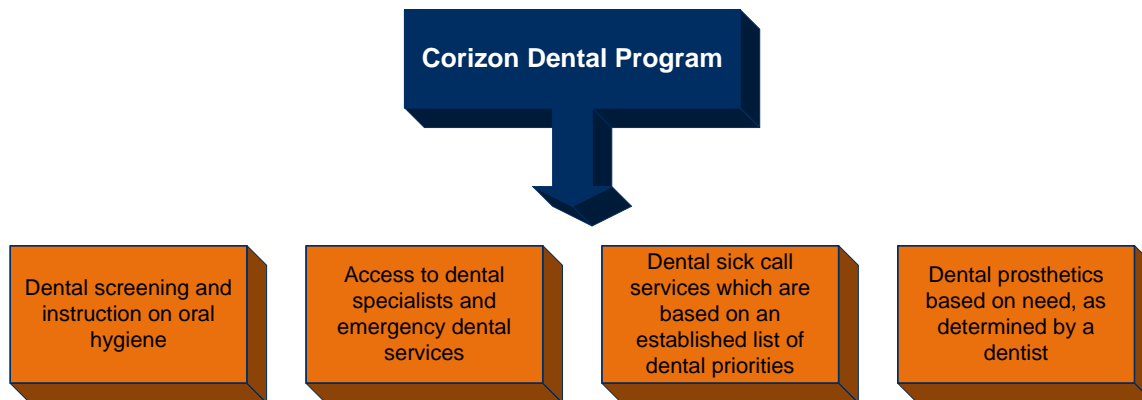
#### **1.13.1 Dental Services**

Corizon 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.



### 1.13.2 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, Corizon 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. Corizon's physician will conduct inpatient and outpatient services consistent with our Utilization Management (UM) Policy and Procedure.

Corizon 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.

Corizon's 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. Corizon 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.

Corizon's UM program includes non-urgent hospitalization pre-certification, urgent hospital certification, concurrent review, discharge planning, and prior authorization of targeted procedures.

Corizon uses a multi-tiered physician review process for non-emergent outpatient referral requests. The Site Medical Director initiates a request and forward it to Corizon's Regional Medical Director (RMD). If the RMD concurs with the request, the service is authorized and the appointment is scheduled. In those instances where, in the opinion of the RMD, an alternative treatment plan would be more appropriate, he will confer with the Medical Director to establish the most effective plan of care. Our review process for inpatient admissions includes:

- Admission review by the RMD to verify that hospitalization is necessary;
- Contact with the attending physician to determine a treatment plan and to obtain an estimated length of stay;
- Discharge planning; and
- Contact with the hospital utilization management department to authorize the admission and certify length of stay.

The role of the Medical Director in our review process includes:

- Ensuring the inmate is receiving appropriate medical treatment;
- Ensuring continuity of care for inmates in their transition to and from the acute care setting; and
- Providing liaison services to enhance discharge planning from the acute care hospital back to the correctional facility, or to a step-down level of care.

Corizon works diligently with community providers to assure that continued stays are appropriate and necessary for both elective and emergency admissions. Daily communication between the Medical Director, the Corizon case manager, and the hospital case manager will provide us with the clinical information to make an appropriate determination as to continued hospitalization.

Continued stay determination is the sole responsibility of the RMD. We make every medically reasonable effort to return inmate patients to the facility as soon as possible, where care can resume within the facility under Corizon direction. In this way, we may maximize on-site resources and minimize off-site expense to the SBCSO/Probation. Additionally, discharge



planning from the hospital begins on the day of admission. We believe it is essential that inmates have an effective treatment plan that includes realistic treatment goals and a credible discharge plan.

### ***Utilization Management***

Processes and practices are structured to support the constitutional rights of inmates to access health care and to promote and facilitated coordinated health care services.

### ***Medically Necessary and Medically Appropriate***

Medically necessary and medically appropriate are in fact two distinct measurements. For example, while it may be proven that annual mammography is indicated for women over age forty, we would not endorse a mammogram for a person with end-stage ovarian cancer. An important concept that continues to be addressed is when to stop performing specific screening tests such as annual CXRs. Additionally, the focus of disease management changes with the aging process. For diabetic geriatric inmate patients, it has been shown that it is safer and most effective to tightly control their lipids. In contrast, tightly controlling their blood glucose is less effective and results in a higher risk of harm from falls associated with hypoglycemia. The balance between scientific-based “medical necessity” and the reality of appropriateness marries both the science and the art of medicine.

Corizon 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 RMD. When services are requested that have been shown to produce the same or better outcomes when managed on-site or are considered inappropriate, unnecessary or elective, review by the RMD is required prior to authorization. This process assures that all appropriate services are reviewed and approved by a physician to assure that our inmate patients receive quality efficient healthcare in a timely manner.

Additionally, Corizon has a long-term agreement with McKesson Health Solutions to use *InterQual*, a nationally recognized set of decision support tools to evaluate medical necessity and appropriate level of care for all our imaging studies, outpatient procedures and elective surgeries. This agreement allows Corizon to provide consistent delivery of care across all populations while providing impartial best practice parameters based on an individual inmate patient's presentation.

*InterQual* review is offered as part of our UM Program, and is managed by our Regional Medical Directors (RMDs) and Certified Professionals. Corizon uses *InterQual* to review and document medical necessity for radiological procedures and one-day surgeries. This criteria set is used by mature, well-managed healthcare systems in the commercial market. It is important to note that Corizon does not provide its physicians with any form of bonus or financial incentive related to the level of services or medical treatment provided. Corizon demonstrates value for clients while ensuring “best clinical outcome standards” for inmate patients under our managed care model.

### ***Staff Participation in Review***

The RMD is directly responsible for prospective, concurrent and retrospective review processes. Concurrent review is performed for all non-emergent specialty services. Retrospective review is performed benchmarking utilization in five categories, including hospitalizations, ER and ambulance use, specialty office visits, specialty radiological procedures and one-day surgeries/procedures. The RMD is supported by Corizon's Chief Medical Officer, a Specialty Panel and other Regional Medical Directors.

Physicians and mid-level providers (PA/NP) performing UM functions are licensed, credentialed practitioners providing competent correctional healthcare services. Prospective training of clinicians in the system and process is ongoing and focused. Providers have four ways to access UM criteria:

- Direct communication with the Regional Medical Director;
- UM Manual;
- Disease Management Monographs found on the company intranet; and
- Clinical Evidence Summaries from *InterQual*.

Corizon reviews and updates our UM manual at least annually. UM criteria are updated continuously through the Corizon decision support system. *InterQual* updates its criteria-based web-enabled utilization management product annually.

Corizon Regional Medical Directors, Chief Medical Officer, Vice-President of Utilization Management, designated on-site physicians and case managers participate in a daily telephonic case management review of all hospitalized inmate patients. Each RMD 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 inmate patients receive quality, efficient healthcare services. This informative and didactic format also creates an opportunity for professional growth among the participants.

### ***Subsequent to Off-Site Treatment***

Inmate patients returning following off-site treatment should return with documentation of the treatment received, in the form of a discharge summary, consult follow-up or other progress note. Corizon will ensure these discharge summaries, treatment records, progress notes, etc., are reviewed by the Medical Director or designated physician as soon as possible after the inmate returns from an off-site appointment, to assure appropriate orders and follow-up. Inmates returning from an inpatient hospital stay will be evaluated at intake by qualified nursing staff prior to return placement in housing population.

## 2 Payment Schedule

### 2.1 Payment Terms

### 2.2 Exceed Average Daily Population (ADP)

#### Refer to Section 5 of the Agreement

Increases for Exceeding ADP. When ADP exceeds the Estimated ADP, Corizon shall have the right to charge a per diem rate to the affected Department for the excess Inmates/Youth. 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 1,240 Inmates or 185 Youth for a period of 90 days or more, additional staffing may be necessary, and County and Corizon 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.

## 3. Contract Deliverables

Corizon will continue to have the full complement 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
<b>Chief Medical Officer</b>	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.
<b>Chief Information Officer</b>	Implementation and ongoing management of the Management Information Systems and Claims Payment processes.
<b>Vice President, Provider Operations</b>	Network development/provider contracting for off-site services including hospital services, specialty physicians, and ancillary providers.
<b>Chief Legal Officer</b>	Oversight of contractual and legal issues concerning contract implementation procedures; implementation of risk management protocols, ethics protocols for new employees.

Management	Responsibilities
<b>Chief Human Resources Officer</b>	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.

### 3.2 Facility Staffing Schedule REFER TO EXHIBIT A

Corizon will make every effort to assign permanent staff to each facility. Corizon 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 staffs schedule/hours will be predicated on the individual needs of each facility and approved by the facility manager.

### 3.3 Ancillary Staff

Corizon 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.

### 3.4 Recruitment and Retention

The foundation for effective recruiting is to pay a competitive salary, offer comprehensive benefits and foster a professional work environment, where team members are valued for their contribution to the operations.

Corizon makes every effort to ensure a quality workforce of dedicated professionals. Our dedicated Regional Human Resources representative has access to corporate resources and the creative recruiting techniques and technology necessary to attract and retain the best talent for Santa Barbara County. Sophisticated compensation practices are necessary to establish competitive wage and benefit strategies allowing our recruiting staff to effectively hire nurses, physicians, and ancillary healthcare professionals.

To achieve these results, our corporate recruiting process includes:

- A dedicated staff – three employee recruiters, six physician recruiters, and two management recruiters;
- Dedicated administrative resources – focused on credentialing and drug testing;
- Extensive online recruitment advertising – utilizing Corizon’s proprietary internet site, health care niche sites, correctional health care association sites and general job sites such as Career Builder. All Corizon career opportunities are optimized on all major search engines to increase marketability and visibility;
- Salary surveys, conducted by our compensation department, to ensure competitive wages in the local market;
- Timely response to changing markets and seasonal and cyclical workforce demands by continuous review and planning; and,
- Frequent participation in local community and nationwide charitable events across the company.

### ***Applicant Tracking System***

Corizon corporate support includes the addition of **eRecruit**, a sophisticated Applicant Tracking System (ATS) where positions are posted and activity tracked in real time. Corizon’s management team for Santa Barbara County has access to the system for reporting purposes.

Responsibility for ATS data management lies with Corizon’s recruiting department, ensuring the appropriate positioning on the web and tracking of the responses to monitor and report best practices. The tracking system also allows our recruiters access to a database of new talent applicant flow and provides a stable and secure portal to ensure that all leads are thoroughly investigated and the results of the contact are reported.

Corizon has also developed a comprehensive on-boarding process for site administrators and nursing leadership which includes formal training sessions within the corporate and operational headquarters. This training, coupled with on-the-job training by their direct leadership team and a one-on-one mentoring program, has led to increases in incumbent job satisfaction and retention. With the use of **eRecruit**, we will make the transition of previous county employees and all other potential new candidates as seamless as possible while minimizing extraneous paperwork through implementation of an electronic application and on-boarding process.

### ***Local Professional Associations***

Corizon continually monitors local medical associations and encourages our operations teams to develop and implement a local recruitment plan which includes regularly scheduled meetings with local professional programs in order to build relationships and continually sell correctional medicine as an option to the traditional role.

### ***Retention***

Corizon’s human resources professionals are tasked with developing site-specific innovative retention initiatives and incentives for our contracts that include:

- Competitive salaries and benefits based on ongoing review of the local labor market.
- Employment opportunities posted internally to enable qualified existing employees to apply for open positions.
- New hire survey to determine satisfaction level of employees conducted after 30 days of employment.
- Appreciation for years of service – certificate of appreciation sent to employees for their first and third year anniversaries. An American Express Gift Cheque sent to employees on their fifth (\$50), tenth (\$100), fifteenth (\$150), and twentieth (\$200) years of service.
- Local recognition – all sites are encouraged to have their own recognition programs for employee of the month, quarter and year. Information is posted on Corizon’s internet site.
- Paid time off – a benefit providing paid time off from work, which provides employees the flexibility to schedule their time off, yet is sensitive to the required staffing needs of each institution.
- Pay for performance – employees receive an annual performance evaluation on their anniversary date with wage increases based on performance.
- Exit interviews to learn more about employee experiences with Corizon and reasons for resignation.

### ***Recruiting***

Corizon uses creative recruiting techniques and technology to attract the best talent for our clients. In addition to sophisticated compensation practices, we also use the following recruiting guidelines to ensure our ability to effectively hire psychiatrists, psychologists and qualified mental health professionals for our programs. The guidelines are as follows:

- Develop a recruiting plan for each position to be filled.
- Develop job specifications based on contract provisions and relevant licensing requirements.
- Where appropriate, consider existing Corizon or competitor health care staff for available positions.
- Generate a pool of applicants. Techniques may include, but will not be limited to:
  - Local advertising through printed publications and/or broadcast radio;
  - For key positions, notices in national and/or regional specialty publications;
  - Review of applications and pre-screened candidates on file at Corizon’s Human Resources Office;
  - Written and personal contacts with local and regional educational facilities;
  - Mass mailings;
  - Use of Corizon’s web site, and other healthcare web site job boards;
  - Open houses and job fairs; and,
  - Tele-recruiting.
- Pre-screen applicants verbally and perform a thorough review of credentials.
- Interview preferred candidates on-site.
- Verify references and current licensure by telephone, followed by written reference requests.
- Require all candidates to pass a background investigation coordinated with the client.
- Require all candidates to visit an institution to take a pre-employment drug screen prior to a formal employment decision.

- Establish a full credential file for each new hire with copies maintained onsite for line staff and at Corizon's Human Resources Office for management staff.

### ***Operations Management Recruiting***

Corizon's two full time management recruiters focus specifically on filling positions for Health Services Administrators, Regional Directors, Regional Medical Directors, Directors of Nursing and Vice Presidents of Operations. **Courtney Penning** and **Theresa Halsey** have over 15 years of combined health care experience and work diligently to find, screen, and recommend the most capable managers in the industry. Ms. Penning and Ms. Halsey also recruit for Corizon's Fast Track Management Program. The program is designed to attract seasoned, health care operations managers and rapidly prepare them for placement in Senior Management roles within the company. Candidates must be accepted into the program and complete a six to nine-month training period before being placed in a permanent senior leadership role.

### ***Physician Recruiting***

Corizon's six full-time physician recruiters work with field management to fill positions such as primary care physicians, psychiatrist, dentist, and optometrists. Each physician recruiter works closely with field management to assess and anticipate the need for a physician. Our team of physician recruiters has more combined correctional physician recruitment experience than any other team in the industry. The services our physician recruiters offer field management include:

- Development and execution of tailored recruiting plans.
- Lead generation and initial screening of applicants.
- Facilitation of the entire recruiting process.

### ***Health Care Professionals Recruiting***

With nearly 60 years of combined experience, our three full-time health care recruiters have successfully placed thousands of skilled professionals in Corizon field sites throughout the country. These recruiters place professionals such as psychologists, mental health professionals, NPs, PAs, RNs, LPNs, CNAs, CMAs, administrative support personnel and others. Each recruiter is assigned a specific area and works with field management to ensure staffing needs are met.

The services our recruiters provide field management include:

- Innovative recruitment solutions;
- Lead generation and screening of applicants;
- Advertisement development and placement;
- Provision of recruitment training to site managers;
- Assistance with community awareness activities such as job fairs, open houses, and nursing school visits.

### **3.5 Annual Status Report**

Corizon will continue to provide the Probation and Sheriff Institutions with a summary of health care activities occurring inside and outside of the six facilities. The report will summarize services by type and place performed for each of the three 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.





## EXHIBIT C

### 1.0 Introduction

Corizon will continue to provide a comprehensive mental health program for the County Jails in accordance with the standards of the National Commission on Correctional Health Care (NCCHC), American Correctional Association (ACA), CCR Title 15, Minimum Standards for Local Detention Facilities, and the Institute for Medical Quality (IMQ).

Corizon's mental health program, guided by our Chief Mental Health Officer, Joe Pastor, MD, emphasizes identification, referral and treatment. The program Corizon provides for the County consists of chronic and emergency care, as appropriate. Corizon will continue to provide the staff required to maintain a quality mental health program. We have instituted a coordinated Medical, Mental Health team approach, providing clinical tools and educational programs designed to facilitate early identification, intervention and treatment of inmate patients in need.

### 2.0 Mental Health Program

#### ***Mental Health Screening***

Corizon will perform a mental health screening of all mental health referrals generated by the intake screening process that is completed by trained custody staff or following the comprehensive health assessment; also, chaplain staff referrals, community referrals (family), custody staff referrals and self-referrals. This screening will be conducted no later than 14 days after admission.

The screening will include:

- History of psychiatric treatment and outpatient treatment
- Current psychotropic medication
- Suicidal indication and history of suicide behavior
- Drug and alcohol usage
- History of sex offenses
- History of expressively violent behavior
- History of victimization due to criminal violence
- History of cerebral trauma or seizures
- Emotional response to incarceration

### ***Comprehensive Diagnostic Examination***

Upon referral to the mental health providers for follow-up, a comprehensive diagnostic examination will be conducted to include:


- Psycho-social history
- Mental status evaluation
- Assessment of suicidal risk
- Potential for violence
- Special housing needs

Referral may come from the inmate in the form of a written request for services. This type of request from the inmate, if it is a non-emergency request, may be answered by a QMHP.

Another form of referral may come from the medical provider or facility custodial staff and may either be written or verbal and is answered by the mental health staff as soon as possible depending upon the seriousness of the situation as reported by the medical provider or facility custodial staff. Should the referral suggest an imminent crisis, a QMHP responds upon notification and will evaluate the patient. All non-urgent referrals will be triaged by mental health clinicians on a daily basis.

### ***Individualized Treatment Planning***

Individual Treatment Plans (ITPs) will be developed for inmate patients as clinically indicated. In addition to accurately creating an inmate patient's Mental Health picture, the ITP can establish the inmate patient's goals, reinforcing awareness and



**Mental Health Individualized Treatment Plan**

Facility:		Inmate Name:		Inmate #		DOB:	
Admin Date:		Plan Date/Time:		Diagnoses:			
Treatment plan based on assessment dated:							
Strengths: <input type="checkbox"/> Insight <input type="checkbox"/> Cooperation <input type="checkbox"/> Motivation <input type="checkbox"/> Education <input type="checkbox"/> Family/Peer Support <input type="checkbox"/> Other:							
Problem List	Corresponding Goals & Objectives	Target Date	Interventions & Frequency	90 Day Update		180 Day Update	
				Met	Continue	Met	Continue
Discharge/Aftercare Plan:				<b>INTERVENTIONS KEY</b> MM – Medication Management ME – Medication Education IT – Individual Therapy GT – Group Therapy AP – Activities Program MC – Medical Care AA/NA – AA/NA Meetings		<b>PROVIDER</b> Psychiatry Nursing QMHP QMHP MH Worker Medical Staff As Assigned	
<b>PROGRESS KEY</b> A. Goal met, problem resolved B. Appreciable progress made, continue C. Some progress made, w/ acceptable effort D. Little progress, needs more effort E. No progress or effort; reformulate goal							
Team Signatures: _____							
Inmate Signature: _____							
<i>This tool may be used as an adjunct in your evaluation process. It does not replace the progress note.</i>							

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empowerment for the patient. The ITP can also serve to hold the team/patient accountable and assist in discharge planning.

**ITP Planning Process** - During the ITP Planning process, the QMHP gathers information on the inmate patient's treatment needs and psychosocial picture. Information gathering for the ITP planning activity can be documented on paper or using an electronic health record. Prior to the ITP planning process, inmate information is documented and a MH evaluation of the inmate is performed. The process includes the inmate's Evaluation/Assessment of Needs.

**Evaluation/Assessment of Needs** - Information gathered will result in a thorough MH evaluation. A psychosocial picture will be formulated for review by the QMHP assigned to the inmate. Treatment recommendations will be made based on the results of information compiled from:

- Security Observations/Inmate patient Reported
- Nursing Assessment
- Physical Assessment/Evaluation
- Mental Status Examination
- Psychological Evaluation
- Multidisciplinary team communications

The second part of the ITP planning process is integrating the evaluation, inmate patient self-report, psychosocial information, multidisciplinary team recommendations and goals. The following are to be considered when formulating a treatment plan:

- Inmate demographics – Name/DOB Inmate #/Housing/Facility
- Date of Intake
- Psychosocial Assessment (*see excerpt on following page*) information collected
- Team Consultations
- DSM-IV TR Diagnosis
- Patient Education
- Treatment Goals
- Interventions
- Frequency of Interventions
- Discharge Planning

### ***Special Needs***

Assessments for inmates with special needs will be based on the Diagnostic and Statistical Manual IV (DSM-IV) criteria and on the Global Assessment of Functioning Scale (GAF) in the DSM IV.

There are often multiple developmental and behavioral problems associated with inmates with special needs, which require multiple providers. Corizon understands the need for an integration of services approach. Treatment approaches and options will vary depending on the offender's level of current functioning. Identification of the biological, psychological, and environmental components relevant to the understanding of the offender's special needs will aid providers in the diagnostic and treatment process.

VIOLENCE	
History of violence toward others (including gang involvement) <input type="radio"/> Denies <input type="radio"/> Yes	
If yes, describe: <input style="width: 100%;" type="text"/>	
CULTURAL INFLUENCES ON DEVELOPMENT / SYMPTOMS	
Ethnic Background: <input style="width: 100%;" type="text"/>	
Religion: <input style="width: 100%;" type="text"/>	Urban vs. Rural: <input style="width: 100%;" type="text"/>
Immigration Status: <input style="width: 100%;" type="text"/>	Language Spoken: <input style="width: 100%;" type="text"/>
Comments: <input style="width: 100%;" type="text"/>	
SUMMARY OF DEVELOPMENTAL CHALLENGES AND STRENGTHS	
Challenges: <input style="width: 100%;" type="text"/>	
Strengths: <input style="width: 100%;" type="text"/>	
Comments: <input style="width: 100%;" type="text"/>	
SUMMARY OF PRIOR PSYCHIATRIC HISTORY	
Inpatient Hospitalizations (locations, dates, etc.): <input style="width: 100%;" type="text"/>	
Psychiatric Medications: <input style="width: 100%;" type="text"/>	
Suicide Attempts History: <input style="width: 100%;" type="text"/>	
Self-Mutilation History: <input style="width: 100%;" type="text"/>	
Assault History: <input style="width: 100%;" type="text"/>	
Outpatient Therapies: <input style="width: 100%;" type="text"/>	
Comments: <input style="width: 100%;" type="text"/>	

Corizon will track inmates with special needs and maintain schedules for mental health treatment in accordance with the established protocols for each illness

***Counseling and Group Counseling***

Corizon recognizes the importance of individual and group therapy that is tailored to the unique needs of the inmates being treated (including culturally and gender-specific programming). Individual therapeutic treatments will be provided on an ongoing basis. Recurring group therapy programs may be provided to inmates by specific assignment of mental health clinicians, covering topics such as anger management, victim awareness, stress management, and improving interpersonal/communication skills. Specifics of these and other programs will be developed and customized with the County.

Educational and programmatic interventions for the inmate patients are also very important. Such programming begins with a structured orientation, includes ongoing educational efforts and, is supported by group therapy programs to minimize the need for further interventions. Examples of this type of programming are Corizon's Cognitive-Behaviorally based psycho-educational groups that help participants learn coping skills, emotion identification skills, and emotion regulation skills.

Such deficits often lead to the acting out behaviors that create much of the disruption in the facility. The emphasis of such programs is on teaching the skills needed to learn adaptive coping solutions, thereby reducing the reliance upon self-defeating and self-destructive behaviors. Examples of these programs are provided below.

- **Dialectical Behavioral Therapy (DBT)** is a therapeutic approach developed by psychologist Marsha Linehan at the University of Washington in Seattle, designed to help mental health professionals understand and treat those suffering from chronic thoughts of suicide and self-harm. Many of the DBT approaches are Cognitive-Behaviorally based, but also incorporate other modalities that focus on "acceptance" and "change" strategies. The seemingly polar opposites of change and acceptance create the "dialectics" of the model. DBT is used in correctional systems throughout the U.S., and is considered to be an evidence-based best practice model that has been found to be particularly effective in treating inmate patients who are diagnosed with Borderline Personality Disorder, and/or who exhibit chronic patterns of self-injurious behavior.
- **The Emotional Empowerment Program** is designed to treat inmates who need help with coping skills, emotion identification and regulation skills. Such emotional deficits often lead to the inmate's acting-out behaviors that, as stated previously, can create much of the disruption in the facility. The program's emphasis is on teaching the inmate skills needed to learn more effective and adaptive coping solutions.
- **Additional Therapeutic Programs** are important components of a holistic approach to therapeutic intervention. They include recreational and educational activities offered on a regular basis by the QMHPs and the Mental Health Workers. Such programs encourage inmates to develop skills and habits related to healthier lifestyles, which in turn, can have a positive impact upon one's mental health. Based upon these assessments and input from the treatment team, other treatment activities tailored to the specific needs of the individual inmate patient will be provided as needed. Emphasis will be on treating the inmate in the least restrictive environment/program possible in order to encourage increased interaction and socialization.

Treatment services offered to inmates will be directly related to levels of care needed, the inmate's level of functioning and symptomatology based on the Diagnostic and Statistical Manual IV TR (DSM-IV TR) criteria, and on the Global Assessment of Functioning Scale (GAF) in the DSM IV TR. Behavioral interventions will be used to motivate and improve the inmate's

behavioral health. For example, on the mental health unit for each regressive event mental health staff will meet with the inmate individually to discuss the need to improve the behavior according to the identified treatment goal.

Corizon's mental health staff is trained to foster accountability and responsibility through the development of Behavior Management Plans. The plan will outline the specific goals, objectives, and steps that have to be taken to meet those goals and objectives. The completion of a particular psychotherapy group may be a part of inmate's overall treatment goals; however the development and implementation of a behavior management strategy requires an integrated multidisciplinary approach, involving as many of the key players as possible such as, security, unit supervisors or managers, health care providers mental health workers and QMHPs or case managers. ***Corizon believes that collaboration, communication and consistency will turn these behavior management strategies into successes.***

### ***Daily Morning Rounds***

The Corizon psychiatrist will coordinate staffing with the HSA so that rounds in the infirmary are made by a QMHP for any mental health patients, in order to determine the needed level of observation, and to coordinate care and services with medical social services and custodial staff. Corizon is committed to an integrated team approach to health care.

### ***Crisis Intervention & Training***

Corizon's mental health professionals are committed to applying preventive approaches; however, they are also trained in the application of crisis intervention techniques required during psychiatric emergencies. Appropriate identification and management of psychiatric emergencies requires an array of clinical expertise that offers the client appropriate, expeditious and quality mental health services.

Corizon understands that the expert clinical skills of the Mental Health Professionals in the management of crisis situations offer the inmate quality mental health services and access to assessment and treatment. Corizon Mental Health Professionals are trained in de-escalation strategies in an effort to prevent harm to self or others during a potential crisis.

The following basic strategies are used:

- Quickly assess lethality and imminent danger of the situation: safety first
- Rapid establishment of a collaborative rapport through the use of reflective listening, exploration of feelings and expressions of empathy with feelings not behavior, identification of precipitants
- Problem-solving (i.e., what will help now)

Corizon’s Qualified Mental Health Professionals (QMHP):

- Maintain an awareness of their own emotional expressions and non-verbal cues as expressions of anxiety may actually increase the inmate’s anxiety
- Appear calm, centered and self-assured
- Speak in a low monotonous tone of voice, devoid of emotion
- Avoid power struggles
- Avoid expressions of defensiveness, do not take the inmate’s behavior personally
- Explain limits in a respectful tone
- Identify the major problems and offer to help
- Know when to get out of the way and let security do their job


Corizon recognizes the importance of on-going educational activities related to crisis intervention / prevention and de-escalation strategies for medical, mental health and security staff. We are committed to the development of training tools to help staff manage difficult behaviors and develop an awareness of strategies that have proven to be effective in de-escalating a potential crisis.

**Mental Health Encounter Tools (METs)**

Corizon’s clinical team is also committed to the development of assessment tools for clinical staff that will aid in the gathering of information needed for an accurate assessment, appropriate recommendations and referral.

Corizon has developed a series of METs that can be distributed to the site with County approval. The METs comply with state guidelines and can be used to facilitate clinical decisions. Our METs can also be used as an orientation tool or to collect and communicate information for the appropriate

clinician. An example of such a tool is the *Corizon Suicide Watch Mental Health Encounter Tool* utilized by QMHPs for those inmates placed on suicide watch status (**excerpt shown here**).



**Mental Health Evaluation Tools (METs): Suicide Watch Status**

<b>DEMOGRAPHICS:</b>																																		
Facility Name: _____	Inmate Number: _____																																	
Inmate Name: _____	Date of Birth: _____																																	
Date of Report: _____	Time Seen: <input type="radio"/> AM <input type="radio"/> PM																																	
	Sex: <input type="radio"/> Male <input type="radio"/> Female																																	
<b>SUBJECTIVE:</b>																																		
Chief Complaint: _____																																		
Coping Strategies Expressed: _____																																		
Onset: _____																																		
History of Suicidal and Self-Injurious Behaviors: _____																																		
<input type="checkbox"/> Check here if additional notes on back.																																		
<b>OBJECTIVE: MENTAL STATUS</b>																																		
Current Psychotropic Medications: <input type="radio"/> No <input type="radio"/> Yes: _____																																		
Compliant with Medications: <input type="radio"/> Yes <input type="radio"/> No: _____																																		
Appearance / Behavior:	<input type="checkbox"/> Adequate grooming & hygiene <input type="checkbox"/> Anx & agitated <input type="checkbox"/> Euthymic mood <input type="checkbox"/> Other: _____																																	
Mood / Affect:	<input type="checkbox"/> Normal social rhythm <input type="checkbox"/> Other: _____ <input type="checkbox"/> Dysphoric mood <input type="checkbox"/> Stable affect																																	
Speech:	<input type="checkbox"/> Normal <input type="checkbox"/> Other: _____ <input type="checkbox"/> Pressured <input type="checkbox"/> Difficult																																	
Thought Form:	<input type="checkbox"/> Goal directed <input type="checkbox"/> Obsessional <input type="checkbox"/> Illogical <input type="checkbox"/> Other: _____																																	
Thought Content:	<input type="checkbox"/> Circumstantial <input type="checkbox"/> Loosely associated <input type="checkbox"/> Fragmented <input type="checkbox"/> Other: _____ <input type="checkbox"/> Perseverative <input type="checkbox"/> Tangential																																	
Cognitive Functioning:	<input type="checkbox"/> Delusional content <input type="checkbox"/> Visual hallucinations <input type="checkbox"/> Other: _____ <input type="checkbox"/> No gross cognitive deficits apparent <input type="checkbox"/> Other findings: _____																																	
	<table style="width: 100%; border: none;"> <thead> <tr> <th></th> <th style="text-align: center;">OBSERVED</th> <th style="text-align: center;">OFFENDER REPORTED</th> </tr> </thead> <tbody> <tr> <td>Current suicide ideation, threats, behavior, or plan</td> <td style="text-align: center;"><input type="radio"/> Yes <input type="radio"/> No</td> <td style="text-align: center;"><input type="radio"/> Yes <input type="radio"/> No</td> </tr> <tr> <td>Current self-injurious ideation, threats, behavior, or plan</td> <td style="text-align: center;"><input type="radio"/> Yes <input type="radio"/> No</td> <td style="text-align: center;"><input type="radio"/> Yes <input type="radio"/> No</td> </tr> <tr> <td>Delusional ideation</td> <td style="text-align: center;"><input type="radio"/> Yes <input type="radio"/> No</td> <td style="text-align: center;"><input type="radio"/> Yes <input type="radio"/> No</td> </tr> <tr> <td>Psychotic symptoms</td> <td style="text-align: center;"><input type="radio"/> Yes <input type="radio"/> No</td> <td style="text-align: center;"><input type="radio"/> Yes <input type="radio"/> No</td> </tr> <tr> <td>Agitation, anxiety, or tension</td> <td style="text-align: center;"><input type="radio"/> Yes <input type="radio"/> No</td> <td style="text-align: center;"><input type="radio"/> Yes <input type="radio"/> No</td> </tr> <tr> <td>Depressive symptoms</td> <td style="text-align: center;"><input type="radio"/> Yes <input type="radio"/> No</td> <td style="text-align: center;"><input type="radio"/> Yes <input type="radio"/> No</td> </tr> <tr> <td>Deterioration in appearance, self-care or hygiene</td> <td style="text-align: center;"><input type="radio"/> Yes <input type="radio"/> No</td> <td style="text-align: center;"><input type="radio"/> Yes <input type="radio"/> No</td> </tr> <tr> <td>Disoriented to person, place, time, and situation</td> <td style="text-align: center;"><input type="radio"/> Yes <input type="radio"/> No</td> <td style="text-align: center;"><input type="radio"/> Yes <input type="radio"/> No</td> </tr> <tr> <td>Uncooperative with assessment</td> <td style="text-align: center;"><input type="radio"/> Yes <input type="radio"/> No</td> <td style="text-align: center;"><input type="radio"/> Yes <input type="radio"/> No</td> </tr> <tr> <td>Other: _____</td> <td style="text-align: center;"><input type="radio"/> Yes <input type="radio"/> No</td> <td style="text-align: center;"><input type="radio"/> Yes <input type="radio"/> No</td> </tr> </tbody> </table>		OBSERVED	OFFENDER REPORTED	Current suicide ideation, threats, behavior, or plan	<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No	Current self-injurious ideation, threats, behavior, or plan	<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No	Delusional ideation	<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No	Psychotic symptoms	<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No	Agitation, anxiety, or tension	<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No	Depressive symptoms	<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No	Deterioration in appearance, self-care or hygiene	<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No	Disoriented to person, place, time, and situation	<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No	Uncooperative with assessment	<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No	Other: _____	<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No
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Other: _____	<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No																																
<small>All "yes" responses require further evaluation by a mental health professional before terminating suicide watch status. Suicide risk increases where there is a specific plan, strong intent, and a history of previous attempts.</small>																																		
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In general, the Corizon METs may be used for:

- Risk Stratification (triage) when determining the need for referral
- Assisting in determining the level of urgency for clinical intervention
- Collecting and communicating information to relay to the psychiatrist or other health care providers for further treatment decisions.
- Communicating with off-site providers (copies of a completed MET may be sent with the patient or faxed to the emergency department)
- Training for staff
- Orientation for clinical intervention in the correctional setting
- As a reference (the MET reminds the mental health practitioner of the appropriate questions necessary to properly evaluate specific clinical situations)
- Documentation for the patient health record
- Assistance in symptom identification in the referral process

### ***Psychotropic Medication***

Psychotropic medications will be prescribed for the treatment of mental health issues and not solely for behavior management. Prescribing clinicians will advise inmates of the risks of taking psychotropic medications prior to any being prescribed.

Corizon's health care staff will follow approved policies and procedures for emergency use of forced psychotropic medications as governed by California law. Our policy on forced psychotropic medication requires physician authorization prior to use and the specifics of when, where, and how the psychotropic medication may be forced.

When a physician orders psychotropic medication to be forced, documentation in the inmate's health record will include:

- The inmate's condition;
- The threat posed;
- The reason for forcing the medication;
- Duration of therapy;
- Other treatment modalities attempted, if any;
- Treatment goals for less restrictive treatment alternatives as soon as possible; and
- Specific measures performed to be in compliance with applicable laws.

### ***Suicide Prevention***

Suicides are tragic events that can have far reaching emotional, legal and logistical consequences. Statistics show inmates have a higher incidence of suicide and are more likely

than the community to exhibit suicidal behaviors. It is our responsibility – working with the corrections officers and other inmates – to mitigate these risks. The effort must be collaborative.

Key Components of the Corizon Suicide Prevention Program include:

**1. Evidence Based Medicine: An Integrative Approach**

Whether a medical or mental health condition, our staff will initiate a suicide prevention process that can screen, assess and triage inmate/patients to the appropriate level of care. This identification of at-risk individuals is extremely important in corrections, where inmates are far more likely to suffer from mental health or chronic medical conditions than members of the community.

**2. Training & Education: Team Training To Heighten Awareness**

Knowledge is power, especially when protecting vulnerable at-risk individuals. The *Forrester Research Retention Rate Study of 2000* indicated that retention rates increase with training and education programs which incorporate written, visual and verbal methodologies in their training programs.

Our extensive health care staff and corrections staff training courses each include a written syllabus, PowerPoint presentations and interactive training. Our training programs such as the **First Four Minutes** increase staff awareness of suicidal behavior, which can result in lower suicide rates. This program educates staff to:

- Know the circumstances in which inmates are most likely to attempt suicide
- Recognize verbal and behavioral signs that indicate potential suicide risk
- Intervene and triage early to achieve the best possible outcomes
- Monitor those at-risk individuals closely

Training will be repeated **annually** to reinforce team vigilance and prevent complacency. The overriding goal of our Suicide Prevention Program is to prevent suicides by promoting a heightened awareness among correctional personnel, health care staff, and inmates. Corizon's ***Suicide Prevention Program Manual***, developed by our clinical team of professionals, identifies the components of our Suicide Prevention Program. This manual provides substantial information from Policy and Procedure, Forms and Training, to educational tools for the health care and correctional staff.

***Health Care Staff Education***

- *Suicide Prevention* PowerPoint in-service presentation – Designed for health care and correctional staff.
- An annual Continuing Education Unit (CEU) related to suicide prevention in corrections. Corizon staff members are required to complete this CEU (which is updated annually), as

a part of their 30-day orientation. The CEU is offered to staff and successful completion is required on an annual basis.

### ***Correctional Officer Education***

- Suicide Prevention Fact Sheet for Correctional Officers that includes:
  - Facts about Suicide in Jails
  - Characteristics that make Jail Environments Conducive to Suicidal Behavior
  - High Risk Suicide Periods such as:
    1. Realization of Losses
    2. Isolation
    3. Sentencing
    4. Impending Release
    5. Darkness
    6. Decreased Staff Supervision
    7. After Receiving Bad News
  - Signs and Symptoms of Suicidal Behavior
  - Stressors that may precipitate a suicide attempt
  - Principles for Suicide Prevention

### ***Offender Education***

- *Brother's Keeper* – a laminated poster, available in English and Spanish, for display in the housing units (Also available, *Sister's Keeper*).

## **3. Evidence-based Suicide Prevention**

Our program has detailed policies and procedures based on evidence-based guidelines which are consistent with IMQ, NCCHC and ACA standards.

## **4. Identification of At-Risk Inmates**

Certain behaviors are more indicative of someone at-risk to attempt suicide. Our Intake process reinforces key observations and contains structure questions items related to potential suicide risk.

## **5. Patient Triage Improves Outcomes**

Our ability to prioritize patient needs based on their presenting symptoms has been successful because our clinicians are trained in more than one discipline. This sets us apart from those who provide only medical or mental health services. We do both and this integration reduces risk, improves outcomes and reduces cost.

## **6. Ongoing Evaluation and Risk Assessment**

Inmates identified as potentially or actively suicidal are placed on suicide watch until a qualified mental health professional (QMHP), can help determine the level of suicide risk, level of supervision and if a transfer to a higher level of care is required. The evaluation will also identify potential underlying mental illness that may be associated with the suicide behavior or ideation. We reassess inmate/patients regularly to identify any changes in condition that indicate a need for modified supervision.

## **7. Varied Treatment Options**

Treatment will vary based on the underlying reasons for the inmate/patient's suicide ideation. The ultimate goal is to prevent suicide by recognizing those individuals at risk. Close observation by the clinical team is required during high risk suicide periods. Following high-risk periods, the clinical team may recommend treating the inmate's underlying cause (i.e., depression or serious mental illness) through medication, counseling or a combination of both.

## **8. Housing Recommendations**

Unless constant supervision is required, an actively suicidal inmate should not be isolated. Supervision of such inmates could be better assured if the inmate is housed in a mental health unit or infirmary in close proximity to Corizon staff. Corizon staff members will be familiar with the facility's designated suicide watch areas. Together with corrections, we will work to avoid isolation of suicidal inmate patients.

## **9. Monitoring Those At-Risk**

Regular, consistent documentation of observation must be maintained every 15 minutes – or more often for those at greatest risk. Data shows that inmates are far more likely to harm themselves within two days of a hearing. While there are numerous protocols for housing at-risk inmates, we avoid isolating the inmate and encourage fellow inmates to assist with monitoring.

Quality-monitoring activities will include:

- Number of Patients on Suicide Watch
- Number of Serious Suicide Attempts
- Number of Completed Suicides
- Structured Monitoring using Web-based Tools

In order to deliver best-practices and design process improvements that enhance the quality of care, Corizon has developed an effective reporting system. Sentinel event reporting allows us to know about and understand both our successes and our failures.

Sentinel event review facilitates the identification of areas that the Patient Safety Committee will focus on for organizational learning and prevention of future similar events. Tools such as the Corizon **Behavioral Health Review Form** have been developed to assist the site in evaluating the patient history, circumstances, and time line leading to the event. The on-site psychiatrist will complete a review in accordance with NCCHC standards in the event of a completed suicide.

## 10. Communication

Our approach to care and training programs fosters communication among and between team members using multidisciplinary team communication and the concept of “Safety Huddles.”

The concept of safety huddles came out of the work of the Institute of Medicine’s (IOM) published work in *To Err is Human: Building a Safe Health System*. Safety Huddles promote the team work and engagement of an integrated multidisciplinary team approach. Our QMHPs are well familiar with this concept.

## 11. Intervention

Corizon QMHPs have training and experience in the following:

- a. Development of strategies and services to address underlying reasons for suicidal ideation.
- b. Identification of treatment needs.
- c. Identification of symptom clusters that may include suicidal ideation.
- d. Development of a treatment plan and/or a behavior management plan (BMP) to manage and follow the chronically suicidal or self-injurious inmate.
- e. Monitoring strategies to reduce the likelihood of relapse.

Our **First Four Minutes Program** training can also assist with a structured, timely response and intervention to urgent/emergent situations.

## 12. Notification

Our goal is to prevent suicides. However, in the event of an attempt or completed suicide, communication occurs with correctional administrators, appropriate outside authorities, and other designated parties.

## 13. Reporting

We have developed procedures – consistent with NCCHC/ACA/IMQ – for documenting and monitoring potential/attempted suicides. Every Corizon site has a procedure to designate

who is responsible for necessary reporting components including daily reports, watch forms, health record charting and sentinel event forms when necessary.

1. Mental health staff documents in the inmate's health record initially and daily while the inmate is on suicide watch. As mentioned previously the Suicide Watch MET has been found to be helpful in this process.
2. To ensure appropriate housing and monitoring, a daily report of inmate's on suicide watch is made available to administration, health personnel and mental health staff.

#### 14. Review

Corizon's endorses the position that even one suicide is not acceptable, while acknowledging that suicides can and do occur. We make every attempt to learn from both positive outcomes and untoward events. Following a serious suicide attempt, members of the Corizon staff meet with key on-site personnel to review the event. Opportunities for improvement are identified and plans for implementation of corrective action are discussed. The site provides a timeline for the corrective action to the **Sentinel Event Committee** and attestation of follow up is provided. Components of this process and action plan are shared with clinical and correctional staff as appropriate.

Site **Medical Audit Committee** meetings are held regularly to communicate best practices, progress, address any concerns of the client and distribute monthly stats and reports. If a suicide has occurred information will be reported to site administrators. The Sentinel Event Committee conducts Mortality Reviews on all offender patients who expire while in custody at correctional institutions where Corizon is responsible for providing health care. This includes patients who expire while housed in alternative locations such as hospitals and nursing homes. The Sentinel Event Committee also reviews the mortalities of offender patients who expire shortly after release from custody. This includes, but is not limited to, offender patients who are released from custody and expire while still in the hospital.

The Mortality Review evaluates the health care services provided, focusing on opportunities to improve systems and the quality of care. It also identifies variations in the systems and processes established to provide care and identify opportunities for improvement in these areas.

Corizon policy recommends that a Mortality Review be initiated by the site Medical Director the first day at the facility following the death. The Site Medical Director and Regional Medical Director will discuss the event and collaborate on areas of concern. The completed Corizon Review forms and pertinent medical records are then sent to the Corizon Sentinel Event Committee.

Significant findings from the Sentinel Event Committee Mortality Reviews are communicated to the medical leadership of the facility. The Corizon Patient Safety

Committee makes recommendations for plans of action when opportunities for improvement are identified and tracks the corrective actions to completion.

## **15. Debriefing**

We hold debriefing sessions for onsite staff and inmates to provide an opportunity to express their feelings around the event. We strive to have these meetings as soon after the incident as possible. These are excerpts from our *CEU on Suicide Prevention*:

“Counseling should be made available to anyone who may have been affected by a suicide and needs help adjusting to the situation. Support should be made available on an individual basis in the event that a person is self-conscious about his or her response to the suicide. This is a process whereby individuals are given the opportunity to express their feelings about the suicide or the suicide attempt. It should also provide them with information on how to deal with the stress symptoms they may experience.”

“The debriefing should also include correctional staff and clinicians that were involved in the incident. It should be facilitated by someone who was not directly involved in the care of the inmate. Part of the facilitator’s role is to listen, to address any defensive or accusatory statements or beliefs, and to offer supportive suggestions about how to manage the emotional impact.”

## **EXHIBIT D**

### **HIPAA BUSINESS ASSOCIATE AGREEMENT (BAA)**

This Business Associate Agreement (“BAA”) supplements and is made a part of the Agreement between COUNTY (referred to herein as “Covered Entity”) and CONTRACTOR (referred to herein as “Business Associate”).

#### **RECITALS**

Covered Entity wishes to disclose certain information to Business Associate pursuant to the terms of the Agreement, some of which may constitute Protected Health Information (“PHI”) (defined below).

Covered Entity and Business Associate intend to protect the privacy and provide for the security of PHI disclosed to Business Associate pursuant to the Agreement in compliance with the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 (“HIPAA”), the Health Information Technology for Economic and Clinical Health Act, Public Law 111-005 (“HITECH Act”), and 45 CFR Parts 160 and 164, Subpart C (the “Security Rule”), Subpart D (the “Data Breach Notification Rule”) and Subpart E (the “Privacy Rule”) (collectively, the “HIPAA Regulations”).

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

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

#### **1. Definitions**

- a. **Breach** shall have the meaning given to such term under the HITECH Act [42 U.S.C. Section 17921].
- b. **Business Associate** shall have the meaning given to such term under the Privacy Rule, the Security Rule, and the HITECH Act, including but not limited to, 42 U.S.C. Section 17938 and 45 C.F.R. Section 160.103.
- c. **Covered Entity** shall have the meaning given to such term under the Privacy Rule and the Security Rule, including, but not limited to, 45 C.F.R. Section 160.103.
- d. **Data Aggregation** shall have the meaning given to such term under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.501.
- e. **Designated Record Set** shall have the meaning given to such term under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.501.
- f. **Electronic Protected Health Information** means Protected Health Information that is maintained in or transmitted by electronic media.



- g. **Electronic Health Record** shall have the meaning given to such term in the HITECT Act, including, but not limited to, 42 U.S.C. Section 17921.
- h. **Health Care Operations** shall have the meaning given to such term under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.501.
- i. **Privacy Rule** shall mean the HIPAA Regulation that is codified at 45 C.F.R. Parts 160 and 164, Subparts A and E.
- j. **Protected Health Information or PHI** means any information, whether oral or recorded in any form or medium: (i) that relates to the past, present or future physical or mental condition of an individual; the provision of health care to an individual; or the past, present or future payment for the provision of health care to an individual; and (ii) that identifies the individual or with respect to which there is a reasonable basis to believe the information can be used to identify the individual, and shall have the meaning given to such term under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.501. Protected Health Information includes Electronic Protected Health Information [45 C.F.R. Sections 160.103, 164.501].
- k. **Protected Information** shall mean PHI provided by Covered Entity to Business Associate or created or received by Business Associate on Covered Entity's behalf.
- l. **Security Rule** shall mean the HIPAA Regulation that is codified at 45 C.F.R. Parts 160 and 164, Subparts A and C.
- m. **Unsecured PHI** shall have the meaning given to such term under the HITECH Act and any guidance issued pursuant to such Act including, but not limited to, 42 U.S.C. Section 17932(h).

## 2. Obligations of Business Associate

- a. **Permitted Uses.** Business Associate shall not use Protected Information except for the purpose of performing Business Associate's obligations under the Agreement and as permitted under the Agreement and this BAA. Further, Business Associate shall not use Protected Information in any manner that would constitute a violation of the Privacy Rule or the HITECH Act if so used by Covered Entity. However, Business Associate may use Protected Information (i) for the proper management and administration of Business Associate, (ii) to carry out the legal responsibilities of Business Associate, or (iii) for Data Aggregation purposes for the Health Care Operations of Covered Entity [45 C.F.R. Sections 164.504(e)(2)(ii)(A) and 164.504(e)(4)(i)].
- b. **Permitted Disclosures.** Business Associate shall not disclose Protected Information except for the purpose of performing Business Associate's obligations under the Agreement and as permitted under the Agreement and this BAA. Business Associate shall not disclose Protected Information in any manner that would constitute a violation of the Privacy Rule or the HITECH Act if so disclosed by Covered Entity. However, Business Associate may disclose Protected Information (i) for the proper management and administration of Business Associate; (ii) to carry out the legal responsibilities of Business Associate; (iii) as required by law; or (iv) for Data Aggregation purposes for the Health Care Operations of Covered Entity. If Business Associate discloses Protected Information to a third party, Business Associate must obtain, prior to making any such disclosure, (i) reasonable written assurances from such third party that such Protected Information will be held confidential as provided pursuant to this BAA and only disclosed as required by law or for the purposes for which it was disclosed to such third party, and (ii) a written agreement from such third party to immediately notify Business Associate of any

breaches of confidentiality of the Protected Information, to the extent the third party has obtained knowledge of such breach [42 U.S.C. Section 17932; 45 C.F.R. Sections 164.504(e)(2)(i), 164.504(e)(2)(i)(B), 164.504(e)(2)(ii)(A) and 164.504(e)(4)(ii)].

- c. **Prohibited Uses and Disclosures.** Business Associate shall not use or disclose Protected Information for fundraising or marketing purposes. Business Associate shall not disclose Protected Information to a health plan for payment or health care operations purposes if the patient has requested this special restriction, and has paid out of pocket in full for the health care item or service to which the PHI solely relates [42 U.S.C. Section 17935(a)]. Business Associate shall not directly or indirectly receive remuneration in exchange for Protected Information, except with the prior written consent of Covered Entity and as permitted by the HITECH Act, 42 U.S.C. section 17935(d)(2); however, this prohibition shall not affect payment by Covered Entity to Business Associate for services provided pursuant to the Agreement. Business Associate shall mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of PHI by Business Associate in violation of this Agreement, the BAA, or the HIPAA Regulations.
- d. **Appropriate Safeguards.** Business Associate shall implement appropriate safeguards as are necessary to prevent the use or disclosure of Protected Information otherwise than as permitted by the Agreement or this BAA, including, but not limited to, administrative, physical and technical safeguards that reasonably and appropriately protect the confidentiality, integrity and availability of the Protected Information, in accordance with 45 C.F.R. Sections 164.308, 164.310, and 164.312. [45 C.F.R. Section 164.504(e)(2)(ii)(B); 45 C.F.R. Section 164.308(b)]. Business Associate shall comply with the policies and procedures and documentation requirements of the HIPAA Security Rule, including, but not limited to, 45 C.F.R. Section 164.316 [42 U.S.C. Section 17931].
- e. **Reporting of Improper Access, Use or Disclosure.** Business Associate shall report to Covered Entity in writing of any access, use or disclosure of Protected Information not permitted by the Agreement and this BAA, and any Breach of Unsecured PHI, as required by the Data Breach Notification Rule, of which it becomes aware without unreasonable delay and in no case later than 60 calendar days after discovery [42 U.S.C. Section 17921; 45 C.F.R. Section 164.504(e)(2)(ii)(C); 45 C.F.R. Section 164.308(b)].
- f. **Business Associate's Subcontractors and Agents.** Business Associate shall ensure that any agents and subcontractors to whom it provides Protected Information, agree in writing to the same restrictions and conditions that apply to Business Associate with respect to such PHI and implement the safeguards required by paragraph (c) above with respect to Electronic PHI [45 C.F.R. Section 164.504(e)(2)(ii)(D); 45 C.F.R. Section 164.308(b)]. Business Associate shall implement and maintain sanctions against agents and subcontractors that violate such restrictions and conditions and shall mitigate the effects of any such violation (see 45 C.F.R. Sections 164.530(f) and 164.530(e)(1)).
- g. **Access to Protected Information.** To the extent that the Covered Entity keeps a designated record set then Business Associate shall make Protected Information maintained by Business Associate or its agents or subcontractors in Designated Record Sets available to Covered Entity for inspection and copying within five (5) days of a request by Covered Entity to enable Covered Entity to fulfill its obligations under state law [Health and Safety Code Section 123110] and the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.524 [45 CF.R. Section 164.504(e)(2)(ii)(E)]. If Business Associate maintains an Electronic Health Record, Business

Associate shall provide such information in electronic format to enable Covered Entity to fulfill its obligations under the HITECH Act, including, but not limited to, 42 U.S.C. Section 17935(e).

- h. **Amendment of PHI for Business Associate who is Required to Maintain a Record Set.** If Business Associate is required to maintain a designated record set on behalf of the Covered Entity the Business Associate shall within ten (10) days of receipt of a request from Covered Entity for an amendment of Protected Information or a record about an individual contained in a Designated Record Set, Business Associate or its agents or subcontractors shall make such Protected Information available to Covered Entity for amendment and incorporate any such amendment to enable Covered Entity to fulfill its obligations under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.526. If any individual requests an amendment of Protected Information directly from Business Associate or its agents or subcontractors, Business Associate must notify Covered Entity in writing within five (5) days of the request. Any approval or denial of amendment of Protected Information maintained by Business Associate or its agents or subcontractors shall be the responsibility of Covered Entity [45 C.F.R. Section 164.504(e)(2)(ii)(F)].
- i. **Accounting Rights.** Within ten (10) days of notice by Covered Entity of a request for an accounting of disclosures of Protected Information, Business Associate and its agents or subcontractors shall make available to Covered Entity the information required to provide an accounting of disclosures to enable Covered Entity to fulfill its obligations under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.528, and the HITECH Act, including but not limited to 42 U.S.C. Section 17935(c), as determined by Covered Entity. Business Associate agrees to implement a process that allows for an accounting to be collected and maintained by Business Associate and its agents or subcontractors for at least six (6) years prior to the request. However, accounting of disclosures from an Electronic Health Record for treatment, payment or health care operations purposes are required to be collected and maintained for only three (3) years prior to the request, and only to the extent that Business Associate maintains an electronic health record and is subject to this requirement. At a minimum, the information collected and maintained shall include: (i) the date of disclosure; (ii) the name of the entity or person who received Protected Information and, if known, the address of the entity or person; (iii) a brief description of Protected Information disclosed and (iv) a brief statement of purpose of the disclosure that reasonably informs the individual of the basis for the disclosure, or a copy of the individual's authorization, or a copy of the written request for disclosure. In the event that the request for an accounting is delivered directly to Business Associate or its agents or subcontractors, Business Associate shall within five (5) days of a request forward it to Covered Entity in writing. It shall be Covered Entity's responsibility to prepare and deliver any such accounting requested. Business Associate shall not disclose any Protected Information except as set forth in Sections 2.b. of this BAA [45 C.F.R. Sections 164.504(e)(2)(ii)(G) and 165.528]. The provisions of this subparagraph shall survive the termination of this Agreement.
- j. **Governmental Access to Records.** Business Associate shall make its internal practices, books and records relating to the use and disclosure of Protected Information available to Covered Entity and to the Secretary of the U.S. Department of Health and Human Services (Secretary) for purposes of determining Business Associate's compliance with the Privacy Rule [45 C.F.R. Section 164.504(e)(2)(ii)(H)]. Business Associate shall provide to Covered Entity a copy of any Protected Information that Business Associate provides to the Secretary concurrently with providing such Protected Information to the Secretary.
- k. **Minimum Necessary.** Business Associate (and its agents or subcontractors) shall request, use and disclose only the minimum amount of Protected Information necessary to accomplish the

purpose of the request, use, or disclosure [42 U.S.C. Section 17935(b); 45 C.F.R. Section 164.514(d)(3)]. Business Associate understands and agrees that the definition of “minimum necessary” is in flux and shall keep itself informed of guidance issued by the Secretary with respect to what constitutes “minimum necessary.”

- l. **Data Ownership.** Business Associate acknowledges that Business Associate has no ownership rights with respect to the Protected Information.
- m. **Business Associate’s Insurance.** Business Associate represents and warrants that it purchases commercial insurance to cover its exposure for any claims, damages or losses arising as a result of a breach of the terms of this BAA.
- n. **Notification of Possible Breach.** During the term of the Agreement, Business Associate shall notify Covered Entity within twenty-four (24) hours of any suspected or actual breach of security, or any access, use or disclosure of Protected Information not permitted by the Agreement or this BAA or unauthorized use or disclosure of PHI of which Business Associate becomes aware and/or any actual or suspected use or disclosure of data in violation of any applicable federal or state laws or regulations. Business Associate shall take (i) prompt corrective action to cure any such deficiencies and (ii) any action pertaining to such unauthorized disclosure required by applicable federal and state laws and regulations. [42 U.S.C. Section 17921; 45 C.F.R. Section 164.504(e)(2)(ii)(C); 45 C.F.R. Section 164.308(b)]
- o. **Breach Pattern or Practice by Covered Entity.** Pursuant to 42 U.S.C. Section 17934(b), if the Business Associate knows of a pattern of activity or practice of the Covered Entity that constitutes a material breach or violation of the Covered Entity’s obligations under the Agreement or this BAA or other arrangement, the Business Associate must take reasonable steps to cure the breach or end the violation. If the steps are unsuccessful, the Business Associate must terminate the Agreement or other arrangement if feasible, or if termination is not feasible, report the problem to the Secretary. Business Associate shall provide written notice to Covered Entity of any pattern of activity or practice of the Covered Entity that Business Associate believes constitutes a material breach or violation of the Covered Entity’s obligations under the Agreement or this BAA or other arrangement within five (5) days of discovery and shall meet with Covered Entity to discuss and attempt to resolve the problem as one of the reasonable steps to cure the breach or end the violation.
- p. **Audits, Inspection and Enforcement.** Within ten (10) days of a written request by Covered Entity, Business Associate and its agents or subcontractors shall allow Covered Entity to conduct a reasonable inspection of the facilities, systems, books, records, agreements, policies and procedures relating to the use or disclosure of Protected Information pursuant to this BAA for the purpose of determining whether Business Associate has complied with this BAA; provided, however, that (i) Business Associate and Covered Entity shall mutually agree in advance upon the scope, timing and location of such an inspection, (ii) Covered Entity shall protect the confidentiality of all confidential and proprietary information of Business Associate to which Covered Entity has access during the course of such inspection; and (iii) Covered Entity shall execute a nondisclosure agreement, upon terms mutually agreed upon by the parties, if requested by Business Associate. The fact that Covered Entity inspects, or fails to inspect, or has the right to inspect, Business Associate’s facilities, systems, books, records, agreements, policies and procedures does not relieve Business Associate of its responsibility to comply with this BAA, nor does Covered Entity’s (i) failure to detect or (ii) detection, but failure to notify Business Associate or require Business Associate’s remediation of any unsatisfactory practices, constitute acceptance of such practice or a waiver of Covered Entity’s enforcement rights under the

Agreement or this BAA, Business Associate shall notify Covered Entity within ten (10) days of learning that Business Associate has become the subject of an audit, compliance review, or complaint investigation by the Office for Civil Rights.

### 3. Termination

- a. **Material Breach.** A breach by Business Associate of any provision of this BAA, as determined by Covered Entity, shall constitute a material breach of the Agreement and shall provide grounds for immediate termination of the Agreement, any provision in the Agreement to the contrary notwithstanding [45 C.F.R. Section 164.504(e)(2)(iii)].
- b. **Judicial or Administrative Proceedings.** Covered Entity may terminate the Agreement, effective immediately, if (i) Business Associate is named as a defendant in a criminal proceeding for a violation of HIPAA, the HITECH Act, the HIPAA Regulations or other security or privacy laws or (ii) a finding or stipulation that the Business Associate has violated any standard or requirement of HIPAA, the HITECH Act, the HIPAA Regulations or other security or privacy laws is made in any administrative or civil proceeding in which the party has been joined.
- c. **Effect of Termination.** Upon termination of the Agreement for any reason, Business Associate shall, at the option of Covered Entity, return or destroy all Protected Information that Business Associate or its agents or subcontractors still maintain in any form, and shall retain no copies of such Protected Information. If return or destruction is not feasible, as determined by Covered Entity, Business Associate shall continue to extend the protections of Section 2 of this BAA to such information, and limit further use of such PHI to those purposes that make the return or destruction of such PHI infeasible. [45 C.F.R. Section 164.504(e)(ii)(2)(I)]. If Covered Entity elects destruction of the PHI, Business Associate shall certify in writing to Covered Entity that such PHI has been destroyed.

### 4. Indemnification

If Business Associate fails to adhere to any of the privacy, confidentiality, and/or data security provisions set forth in this BAA or if there is a Breach of PHI in Business Associate's possession and, as a result, PHI or any other confidential information is unlawfully accessed, used or disclosed, Business Associate agrees to reimburse Covered Entity for any and all costs, direct or indirect, incurred by Covered Entity associated with any Breach notification obligations. Business Associate also agrees to pay for any and all fines and/or administrative penalties imposed for such unauthorized access, use or disclosure of confidential information or for delayed reporting if it fails to notify the Covered Entity of the Breach as required by this BAA.

### 5. Disclaimer

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

### 4. Certification

To the extent that Covered Entity determines that such examination is necessary to comply with Covered Entity's legal obligations pursuant to HIPAA relating to certification of its security practices, Covered Entity or its authorized agents or contractors, may, at Covered Entity's expense, examine Business

Associate's facilities, systems, procedures and records as may be necessary for such agents or contractors to certify to Covered Entity the extent to which Business Associate's security safeguards comply with HIPAA, the HITECH Act, the HIPAA Regulations or this BAA.

## **5. Amendment to Comply with Law**

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

## **6. Assistance in Litigation of Administrative Proceedings**

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

## **7. No Third-Party Beneficiaries**

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

## **8. Effect on Agreement**

Except as specifically required to implement the purposes of this BAA, or to the extent inconsistent with this BAA, all other terms of the Agreement shall remain in force and effect.

## **9. Entire Agreement of the Parties**

This BAA supersedes any and all prior and contemporaneous business associate agreements between the parties and constitutes the final and entire agreement between the parties hereto with respect to the subject matter hereof. Covered Entity and Business Associate acknowledge that no representations, inducements, promises, or agreements, oral or otherwise, with respect to the subject matter hereof, have been made by either party, or by anyone acting on behalf of either party, which are not embodied herein. No other

agreement, statement or promise, with respect to the subject matter hereof, not contained in this BAA shall be valid or binding.

## **10. Interpretation**

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