

AGREEMENT FOR SERVICES OF INDEPENDENT CONTRACTOR

THIS AGREEMENT (hereafter Agreement) is made by and between the County of Santa Barbara, a political subdivision of the State of California (hereafter COUNTY, also referred to as "Sheriff" or "Probation") and California Forensic Medical Group, Inc. with an address at 2511 Garden Road, Monterey, CA (hereafter CONTRACTOR) wherein CONTRACTOR agrees to provide and COUNTY agrees to accept the services specified herein (individually referred to as "Party", collectively "Parties".)

WHEREAS, CONTRACTOR represents that it is specially trained, skilled, experienced, and competent to perform the special services required by COUNTY and COUNTY desires to retain the services of CONTRACTOR pursuant to the terms, covenants, and conditions herein set forth;

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained herein, the parties agree as follows:

1. DESIGNATED REPRESENTATIVE

Chief Probation Officer or designee, and Chief Custody Deputy Vincent Wasilewski at phone number (805) 882-3675 and (805) 681-4246 respectively, are the representatives of COUNTY and will administer this Agreement for and on behalf of COUNTY. Kathy Shea at phone number 831-641-3298 is the authorized representative for CONTRACTOR. Changes in designated representatives shall be made only after advance written notice to the other party.

2. NOTICES

Any notice or consent required or permitted to be given under this Agreement shall be given to the respective parties in writing, by personal delivery or facsimile, or with postage prepaid by first class mail, registered or certified mail, or express courier service, as follows:

To COUNTY:

For Probation: Deputy Chief Probation Officer of Institutions for Probation, 117 E. Carrillo St. Santa Barbara, CA. 93101, FAX (805) 882-3651

For Sheriff: Chief Custody Deputy, 4436 Calle Real, Santa Barbara, CA. 93160, FAX (805) 681-4216

To CONTRACTOR: Kathy Shea, California Forensic Medical Group, 12220 El Camino, Suite 310, Del Mar, CA 92130

or at such other address or to such other person that the parties may from time to time designate in accordance with this Notices section. If sent by first class mail, notices and consents under this section shall be deemed to be received five (5) days following their deposit in the U.S. mail. This Notices section shall not be construed as meaning that either party agrees to service of process except as required by applicable law.

3. SCOPE OF SERVICES

CONTRACTOR agrees to provide services to COUNTY in accordance with EXHIBIT A attached hereto and incorporated herein by reference. The Parties recognize there is likely a need for a transition period to implement the Statement of Work, Exhibit A, and therefore agree, notwithstanding any other provision in

the Agreement, that penalties shall not be assessed against Contractor for failure to meet the scope of services within the first 120 days of the term of this Agreement, so long as Contractor is making reasonable efforts.

4. TERM

CONTRACTOR shall commence performance on April 1, 2017 (referred to as "start date") and end on April 1, 2022, or unless earlier terminated. Upon mutual written agreement, the Parties may agree to extend the term and conditions herein for one (1) year at a time. The Parties agree the one (1) year term extensions may be agreed upon up to, but may not exceed, three (3) one year term extensions.

5. COMPENSATION OF CONTRACTOR

In full consideration for CONTRACTOR's services, CONTRACTOR shall be paid for performance under this Agreement in accordance with the terms of EXHIBIT B attached hereto and incorporated herein by reference. Billing shall be made by invoice, which shall include the contract number assigned by COUNTY and which is delivered to the address given in Section 2 NOTICES above following completion of the increments identified on EXHIBIT B. Unless otherwise specified on EXHIBIT B, payment shall be net thirty (30) days from presentation of invoice.

6. INDEPENDENT CONTRACTOR

It is mutually understood and agreed that CONTRACTOR (including any and all of its officers, agents, and employees), shall perform all of its services under this Agreement as an independent contractor as to COUNTY and not as an officer, agent, servant, employee, joint venturer, partner, or associate of COUNTY. Furthermore, COUNTY shall have no right to control, supervise, or direct the manner or method by which CONTRACTOR shall perform its work and function. However, COUNTY shall retain the right to administer this Agreement so as to verify that CONTRACTOR is performing its obligations in accordance with the terms and conditions hereof. CONTRACTOR understands and acknowledges that it shall not be entitled to any of the benefits of a COUNTY employee, including but not limited to vacation, sick leave, administrative leave, health insurance, disability insurance, retirement, unemployment insurance, workers' compensation and protection of tenure. CONTRACTOR shall be solely liable and responsible for providing to, or on behalf of, its employees all legally-required employee benefits. In addition, CONTRACTOR shall be solely responsible and save COUNTY harmless from all matters relating to payment of CONTRACTOR's employees, including compliance with Social Security withholding and all other regulations governing such matters. It is acknowledged that during the term of this Agreement, CONTRACTOR may be providing services to others unrelated to the COUNTY or to this Agreement.

7. STANDARD OF PERFORMANCE

CONTRACTOR represents that it has the skills, expertise, and licenses/permits necessary to perform the services required under this Agreement. Accordingly, CONTRACTOR shall perform all such services in the manner and according to the standards observed by a competent practitioner of the same profession in which CONTRACTOR is engaged. All products of whatsoever nature, which CONTRACTOR delivers to COUNTY pursuant to this Agreement, shall be prepared in a first class and workmanlike manner and shall conform to the standards of quality normally observed by a person practicing in CONTRACTOR's profession. CONTRACTOR shall correct or revise any errors or omissions, at COUNTY'S request without additional compensation. Permits and/or licenses shall be obtained and maintained by CONTRACTOR without additional compensation.

8. DEBARMENT AND SUSPENSION

CONTRACTOR certifies to COUNTY that it and its employees and 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.

9. TAXES

CONTRACTOR shall pay all taxes, levies, duties, and assessments of every nature due in connection with any work under this Agreement and shall make any and all payroll deductions required by law. 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.

10. CONFLICT OF INTEREST

CONTRACTOR covenants that CONTRACTOR presently has no employment or interest and shall not acquire any employment or interest, direct or indirect, including any interest in any business, property, or source of income, which would conflict in any manner or degree with the performance of services required to be performed under this Agreement. CONTRACTOR further covenants that in the performance of this Agreement, no person having any such interest shall be employed by CONTRACTOR. CONTRACTOR must promptly disclose to COUNTY, in writing, any potential conflict of interest. COUNTY retains the right to waive a conflict of interest disclosed by CONTRACTOR if COUNTY determines it to be immaterial, and such waiver is only effective if provided by COUNTY to CONTRACTOR in writing.

11. OWNERSHIP OF DOCUMENTS AND INTELLECTUAL PROPERTY

COUNTY shall be the owner of the following items incidental to this Agreement upon production, whether or not completed: all data collected, all documents of any type whatsoever, all photos, designs, sound or audiovisual recordings, software code, inventions, technologies, and other materials, and any material necessary for the practical use of such items, from the time of collection and/or production whether or not performance under this Agreement is completed or terminated prior to completion. CONTRACTOR shall not release any of such items to other parties except after prior written approval of COUNTY.

Unless otherwise specified in Exhibit A, CONTRACTOR hereby assigns to COUNTY all copyright, patent, and other intellectual property and proprietary rights to all data, documents, reports, photos, designs, sound or audiovisual recordings, software code, inventions, technologies, and other materials prepared or provided by CONTRACTOR pursuant to this Agreement (collectively referred to as "Copyrightable Works and Inventions"). COUNTY shall have the unrestricted authority to copy, adapt, perform, display, publish, disclose, distribute, create derivative works from, and otherwise use in whole or in part, any Copyrightable Works and Inventions. CONTRACTOR agrees to take such actions and execute and deliver such documents as may be needed to validate, protect and confirm the rights and assignments provided hereunder. CONTRACTOR warrants that any Copyrightable Works and Inventions and other items provided under this Agreement will not infringe upon any intellectual property or proprietary rights of any third party. CONTRACTOR at its own expense shall defend, indemnify, and hold harmless COUNTY against any claim that any Copyrightable Works or Inventions or other items provided by CONTRACTOR hereunder infringe upon intellectual or other proprietary rights of a third party, and CONTRACTOR shall pay any

damages, costs, settlement amounts, and fees (including attorneys' fees) that may be incurred by COUNTY in connection with any such claims. This Ownership of Documents and Intellectual Property provision shall survive expiration or termination of this Agreement.

12. NO PUBLICITY OR ENDORSEMENT

CONTRACTOR shall not use COUNTY's name or logo or any variation of such name or logo in any publicity, advertising or promotional materials. CONTRACTOR shall not use COUNTY's name or logo in any manner that would give the appearance that the COUNTY is endorsing CONTRACTOR. CONTRACTOR shall not in any way contract on behalf of or in the name of COUNTY. CONTRACTOR shall not release any informational pamphlets, notices, press releases, research reports, or similar public notices concerning the COUNTY or its projects, without obtaining the prior written approval of COUNTY.

13. COUNTY PROPERTY AND INFORMATION

All of COUNTY's property, documents, and information provided for CONTRACTOR's use in connection with the services shall remain COUNTY's property, and CONTRACTOR shall return any such items whenever requested by COUNTY and whenever required according to the Termination section of this Agreement. CONTRACTOR may use such items only in connection with providing the services. CONTRACTOR shall not disseminate any COUNTY property, documents, or information without COUNTY's prior written consent.

14. RECORDS, AUDIT, AND REVIEW

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 principles. 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 addition, if this Agreement exceeds ten thousand dollars (\$10,000.00), CONTRACTOR shall be subject to the examination and audit of the California State Auditor, at the request of the COUNTY or as part of any audit of the COUNTY, for a period of three (3) years after final payment under the Agreement (Cal. Govt. Code Section 8546.7). CONTRACTOR shall participate in any audits and reviews, whether by COUNTY or the State, at no charge to COUNTY.

If federal, state or COUNTY audit exceptions are made relating to this Agreement, CONTRACTOR shall reimburse all costs incurred by federal, state, and/or COUNTY governments associated with defending against the audit exceptions or performing any audits or follow-up audits, including but not limited to: audit fees, court costs, attorneys' fees based upon a reasonable hourly amount for attorneys in the community, travel costs, penalty assessments and all other costs of whatever nature. Immediately upon notification from COUNTY, CONTRACTOR shall reimburse the amount of the audit exceptions and any other related costs directly to COUNTY as specified by COUNTY in the notification.

15. INDEMNIFICATION AND INSURANCE

CONTRACTOR agrees to the indemnification and insurance provisions as set forth in EXHIBIT C attached hereto and incorporated herein by reference.

16. NONDISCRIMINATION

COUNTY hereby notifies CONTRACTOR that COUNTY's Unlawful Discrimination Ordinance (Article XIII of Chapter 2 of the Santa Barbara County Code) applies to this Agreement and is incorporated herein by this reference with the same force and effect as if the ordinance were specifically set out herein and CONTRACTOR agrees to comply with said ordinance.

17. NONEXCLUSIVE AGREEMENT

CONTRACTOR understands that this is not an exclusive Agreement and that COUNTY shall have the right to negotiate with and enter into contracts with others providing the same or similar services as those provided by CONTRACTOR as the COUNTY desires.

18. NON-ASSIGNMENT

CONTRACTOR shall not assign, transfer or subcontract this Agreement or any of its rights or obligations under this Agreement without the prior written consent of COUNTY and any attempt to so assign, subcontract or transfer without such consent shall be void and without legal effect and shall constitute grounds for termination.

19. TERMINATION

A. By COUNTY. COUNTY may, by written notice to CONTRACTOR, terminate this Agreement in whole or in part at any time, whether for COUNTY's convenience, for nonappropriation of funds, or because of the failure of CONTRACTOR to fulfill the obligations herein.

1. **For Convenience.** COUNTY may terminate this Agreement in whole or in part upon thirty (30) days written notice. During the thirty (30) day period, CONTRACTOR shall, as directed by COUNTY, wind down and cease its services 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 services.

2. **For Nonappropriation of Funds.** Notwithstanding any other provision of this Agreement, in the event that no funds or insufficient funds are appropriated or budgeted by federal, state or COUNTY governments, or funds are not otherwise available for payments in the fiscal year(s) covered by the term of this Agreement, then COUNTY will notify CONTRACTOR of such occurrence and COUNTY may terminate or suspend this Agreement in whole or in part, with or without a prior notice period. Subsequent to termination of this Agreement under this provision, COUNTY shall have no obligation to make payments with regard to the remainder of the term.

3. **For Cause.** Should CONTRACTOR default in the performance of this Agreement or materially breach any of its provisions, COUNTY may, at COUNTY's sole option, terminate or suspend this Agreement in whole or in part by written notice. Upon receipt of notice, CONTRACTOR shall immediately discontinue all services affected (unless the notice directs otherwise) and notify COUNTY as to the status of its performance. The date of termination shall be the date the notice is received by CONTRACTOR, unless the notice directs otherwise.

B. By CONTRACTOR. Should COUNTY fail to pay CONTRACTOR all or any part of the payment set forth in EXHIBIT B, CONTRACTOR may, at CONTRACTOR's option terminate this Agreement if

such failure is not remedied by COUNTY within thirty (30) days of written notice to COUNTY of such late payment.

- C. Upon termination, CONTRACTOR shall deliver to COUNTY all data, estimates, graphs, summaries, reports, and all other property, records, documents or papers as may have been accumulated or produced by CONTRACTOR in performing this Agreement, whether completed or in process, except such items as COUNTY may, by written permission, permit CONTRACTOR to retain. Notwithstanding any other payment provision of this Agreement, COUNTY shall pay CONTRACTOR for satisfactory services performed to the date of termination to include a prorated amount of compensation due hereunder less payments, if any, previously made. In no event shall CONTRACTOR be paid an amount in excess of the full price under this Agreement nor for profit on unperformed portions of service. CONTRACTOR shall furnish to COUNTY such financial information as in the judgment of COUNTY is necessary to determine the reasonable value of the services rendered by CONTRACTOR. In the event of a dispute as to the reasonable value of the services rendered by CONTRACTOR, the decision of COUNTY shall be final. The foregoing is cumulative and shall not affect any right or remedy which COUNTY may have in law or equity.

20. SECTION HEADINGS

The headings of the several sections, and any Table of Contents appended hereto, shall be solely for convenience of reference and shall not affect the meaning, construction or effect hereof.

21. SEVERABILITY

If any one or more of the provisions contained herein shall for any reason be held to be invalid, illegal or unenforceable in any respect, then such provision or provisions shall be deemed severable from the remaining provisions hereof, and such invalidity, illegality or unenforceability shall not affect any other provision hereof, and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

22. REMEDIES NOT EXCLUSIVE

No remedy herein conferred upon or reserved to COUNTY is intended to be exclusive of any other remedy or remedies, and each and every such remedy, to the extent permitted by law, shall be cumulative and in addition to any other remedy given hereunder or now or hereafter existing at law or in equity or otherwise.

23. TIME IS OF THE ESSENCE

Time is of the essence in this Agreement and each covenant and term is a condition herein.

24. NO WAIVER OF DEFAULT

No delay or omission of COUNTY to exercise any right or power arising upon the occurrence of any event of default shall impair any such right or power or shall be construed to be a waiver of any such default or an acquiescence therein; and every power and remedy given by this Agreement to COUNTY shall be exercised from time to time and as often as may be deemed expedient in the sole discretion of COUNTY.

25. ENTIRE AGREEMENT AND AMENDMENT

In conjunction with the matters considered herein, this Agreement contains the entire understanding and agreement of the parties and there have been no promises, representations, agreements, warranties or undertakings by any of the parties, either oral or written, of any character or nature hereafter binding except as set forth herein. This Agreement may be altered, amended or modified only by an instrument in writing, executed by the parties to this Agreement and by no other means. Each party waives their future right to claim, contest or assert that this Agreement was modified, canceled, superseded, or changed by any oral agreements, course of conduct, waiver or estoppel.

26. SUCCESSORS AND ASSIGNS

All representations, covenants and warranties set forth in this Agreement, by or on behalf of, or for the benefit of any or all of the parties hereto, shall be binding upon and inure to the benefit of such party, its successors and assigns.

27. COMPLIANCE WITH LAW

CONTRACTOR shall, at its sole cost and expense, comply with all County, State and Federal ordinances and statutes now in force or which may hereafter be in force with regard to this Agreement. The judgment of any court of competent jurisdiction, or the admission of CONTRACTOR in any action or proceeding against CONTRACTOR, whether COUNTY is a party thereto or not, that CONTRACTOR has violated any such ordinance or statute, shall be conclusive of that fact as between CONTRACTOR and COUNTY.

28. CALIFORNIA LAW AND JURISDICTION

This Agreement shall be governed by the laws of the State of California. Any litigation regarding this Agreement or its contents shall be filed in the County of Santa Barbara, if in state court, or in the federal district court nearest to Santa Barbara County, if in federal court.

29. EXECUTION OF COUNTERPARTS

This Agreement may be executed in any number of counterparts and each of such counterparts shall for all purposes be deemed to be an original; and all such counterparts, or as many of them as the parties shall preserve undestroyed, shall together constitute one and the same instrument.

30. AUTHORITY

All signatories and parties to this Agreement warrant and represent that they have the power and authority to enter into this Agreement in the names, titles and capacities herein stated and on behalf of any entities, persons, or firms represented or purported to be represented by such entity(ies), person(s), or firm(s) and that all formal requirements necessary or required by any state and/or federal law in order to enter into this Agreement have been fully complied with. Furthermore, by entering into this Agreement, CONTRACTOR hereby warrants that it shall not have breached the terms or conditions of any other contract or agreement to which CONTRACTOR is obligated, which breach would have a material effect hereon.

31. SURVIVAL

All provisions of this Agreement which by their nature are intended to survive the termination or expiration of this Agreement shall survive such termination or expiration.

32. PRECEDENCE

In the event of conflict between the provisions contained in the numbered sections of this Agreement and the provisions contained in the Exhibits, the provisions of the Exhibits shall prevail over those in the numbered sections.

33. BUSINESS ASSOCIATE

The parties agree to the terms and conditions set forth in Exhibit D - HIPAA Business Associate Agreement (BAA), attached hereto and incorporated herein by reference.

Agreement for Services of Independent Contractor between the County of Santa Barbara and California Forensic Medical Group.

IN WITNESS WHEREOF, the parties have executed this Agreement to be effective on the date executed by COUNTY.

ATTEST:

Mona Miyasato
County Executive Officer
Clerk of the Board

By: _____
Deputy Clerk

COUNTY OF SANTA BARBARA:

Joan Hartmann
Board of Supervisors

By: _____
Chair, Board of Supervisors

Date: _____

RECOMMENDED FOR APPROVAL:

Beverly Taylor
Chief Probation Officer

By: _____
Department Head

CONTRACTOR:

California Forensic Medical Group

By: _____
Authorized Representative

Name: _____

Title: _____

RECOMMENDED FOR APPROVAL:

Bill Brown
Sheriff - Coroner

By: _____
Department Head

APPROVED AS TO ACCOUNTING FORM:

Theodore A. Fallati, CPA
Auditor-Controller

By: _____
Deputy

APPROVED AS TO FORM:

Ray Aromatorio
Risk Management

By: _____
Risk Management

APPROVED AS TO FORM:

Michael C. Ghizzoni
County Counsel

By: _____
Deputy County Counsel

EXHIBIT A

STATEMENT OF WORK

Detainee Health Services: Adults

1.0 General

- A. The Health Services Statistical Report is defined as providing Jail census and utilization information, noting the use of on-site medical, behavioral health, nursing, dental, and prescription services and off-site facility, emergency transport, and professional services. Monthly data for the period Jan 2014 – June 2016 are included as EXHIBIT G.
- B. The Contractor shall complete the mandatory health data reports specified in EXHIBIT I Mandatory Reporting.
- C. The Contractor shall keep a log of missed appointments and ascribe a reason for each, which may include inmate refusal, lock down, inmate not on site, lack of custody escort, and other reasons. This report shall be reviewed by the Medical Advisory Committee (MAC) (Section 13.1.) at each monthly meeting.

1.1 Receiving Screening

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

9. Presenting a HIPAA-compliant release of information form for inmate signature, allowing the Jail to request and obtain medical and/or behavioral health information and to coordinate inmate's care at release with community providers and insurers as necessary. The Contractor shall develop and submit the form to the Jail for approval.
- D. The Contractor shall use a standardized medical history form that has been approved by the Jail to record the information from the Receiving Screening. This medical history form shall be included in the health record of the inmate.
- E. The Contractor shall ensure that emergency contraception is available at Receiving Screening.
- F. Based on the screening and assessment, the RN shall make referrals of the inmate for medical, mental health, or dental services. Emergent concerns shall be discussed immediately with the medical or mental health provider on site or on call and addressed, defined as care being provided or development and implementation of a treatment plan, within four hours. Other referrals shall be categorized as Urgent or Routine and inmate appointments shall be scheduled so that Urgent needs are addressed within 48 hours and Routine needs are addressed within 14 days.
- G. When an inmate indicates prescription drug utilization, the Contractor shall make every attempt to verify the medication within 12 hours. Neither the jail nor Probation facilities shall provide benzodiazepines or prescription medication used primarily as an aid for sleep.
- H. Where medication is verified, the RN may dispense "bridge" medication from the current medication order of record until the inmate has a face-to-face appointment with medical or psychiatric provider. Psychotropic bridge medication should be the same medication as the inmate received in the community, regardless of its formulary status.
- I. Where medication cannot be verified.
 1. For a medical condition, the RN shall confer with the medical provider on site or on call to establish, document and initiate a treatment plan. This will occur within 24 hours of arrival at the jail reception area.
 2. For a psychiatric condition, the RN shall confer with the psychiatrist on site or on call to establish, document, and initiate a treatment plan. This will occur within 24 hours of detainee's arrival at the jail reception area. The treatment plan may include periodic assessment by a mental health clinician until medication verification can be further pursued or until a psychiatric evaluation can occur.
- J. Receiving screening shall include rigorous assessment of detainees who are acutely intoxicated and/or who have been actively using drugs, alcohol, or other substances from which withdrawal may pose a risk. Detoxification/withdrawal protocols shall be implemented immediately. The Contractor shall utilize its policy regarding withdrawals, which shall adhere to the guidelines of the American Society for Addictions Medicine (ASAM) to determine whether detoxification services shall be administered at either facility or other offsite healthcare facilities.
- K. Registered nursing staff conducting Receiving screenings at the Santa Barbara Jail shall be available via electronic consultation to the Santa Maria jail booking area to provide support in assessing inmates whose fitness for confinement is questionable. The County will provide connectivity through its internal system.

1.2 Detoxification and Withdrawal

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

1.3 Initial Health Assessment

- A. The Contractor shall perform an Initial Health Assessment as soon as possible but not later than 14 calendar days from commitment to the Jail to assess medical, behavioral health, and dental conditions and needs.
- B. For inmates deemed by the RN during the Receiving Screening, Section 1.1 as in need of urgent attention during Receiving screening, bridge medications shall be addressed within 24 hours and Initial Health Assessment shall be completed within 48 hours from inmate arrival.
- C. Medical, behavioral health, and dental components of the Initial Health Assessments shall be conducted by a qualified and licensed medical professional. If an RN is conducting the behavioral health and oral health components of this assessment, the RN shall be trained by the responsible dentist and/or mental health provider and in accordance with all National Commission on Correctional Health Care (NCCCHC) requirements for content, treatment, and documentation.
- D. Initial Health Assessment shall include, but is not limited to all of the following:
 - 1. Review of health screening results.
 - 2. Collecting additional data to complete health histories and/or follow-up from findings identified during screening and subsequently.
 - 3. Immunization status.
 - 4. Vital signs including height and weight.
 - 5. Physical exam when indicated by inmate gender, age, and risk factors. The hands-on portion of the health assessment may be performed by an RN only when the RN completes appropriate training that is approved by the responsible physician.
 - 6. Lab and/or diagnostic tests for communicable disease in accordance with direction from PHD.
 - 7. Lab and/or diagnostic tests for medical conditions, such as baseline peak flow measurements for inmates with asthma, baseline blood glucose measures for inmates with diabetes.
 - 8. Notation of physical disabilities and accommodations necessary to comply with the ADA.
- E. The onsite physician or Nurse Practitioner shall review all comprehensive Intake Health Assessment findings (including medical, behavioral and oral health findings) within 5 business days of each Initial Health Assessment and direct appropriate disposition and/or

care plans. Specific problems shall be integrated into an initial problem list, and diagnostic and therapeutic plans for each problem shall be identified as clinically indicated.

- F. When a detainee is re-admitted to the jail within 12 months, the Contractor shall review the prior Receiving Screening to determine whether changes have occurred. If changes have not occurred and the detainee does not have active medical, dental, or mental health conditions, an Initial Health Assessment may be waived. Documentation of the decision to waive the Initial Health Assessment shall be made in the medical record.

1.4 Sick Call

- A. The Sheriff will conduct rigorous analysis of inmate access to sick call services. A detailed sick call process has been designed to support inmate access and this analysis. The Sick Call process shall be designed and carried out by the Contractor. Sheriff reserves the right to approve the Sick Call process and to request changes to the Sick Call process. The Sick Call process is described below:
 - 1. Inmates currently complete written sick call requests and place them into a locked box in housing units or hand them to a nurse during pill call on the housing unit. At some point in the future, the Jail plans to replace boxes with an electronic kiosks or tablets in each housing unit that will serve several purposes.
 - 2. All sick call requests shall be collected by nursing staff at least every 24 hours. The nurses shall time and date stamp every sick call request upon receipt in health care.
 - 3. An RN or Nurse Practitioner shall triage every sick call request within 4 hours of both receipt of the request and the inmate being made available to the contractor by custody. All requests shall be assigned a disposition of Urgent, Priority, or Routine. Triage time, date, disposition, and reviewer shall be documented on the original sick call request
 - 4. Inmate with sick call requests triaged by 2:00 p.m. on weekdays as Urgent shall be placed on that day's provider sick call schedule. The Contractor shall ensure that the daily schedules allows for same day appointments.
 - 5. For Urgent sick call requests triaged after 2:00 p.m. on weekdays or on weekends, the RN shall conduct a sick call visit with the inmate and correspond with the on-call provider as necessary to resolve the matter that day.
 - 6. Sick call requests triaged as Priority or Routine shall be resolved by the RN within 48 hours of triage.
 - a. For Priority sick call requests, the RN shall conduct a sick call visit with the inmate.
 - b. For Routine sick call requests that involve a clinical symptom, the RN shall conduct a sick call visit with the inmate.
 - c. For Routine sick call requests that do not involve a clinical symptom, the RN may conduct a sick call visit or may opt to schedule or arrange for appropriate follow-up without seeing the inmate. For example, in responding to a sick call request stating "I need my acid reflux medication renewed," the RN may schedule a provider visit to review medications without seeing the inmate. Where the inmate is not seen by the nurse but an action is taken on the inmate's behalf, the action shall be communicated to the inmate through a process the Contractor has established.
- B. Nursing interventions shall include standardized procedures and treatment protocols that have been developed by the responsible physician and meet the requirements of the California Board of Registered Nursing.

- C. If a sick call request is referred to a medical, mental health, or dental provider, the RN's referral shall note the disposition to the provider as Priority or Routine.
- D. Nursing assessment findings, intervention, and treatment plan or disposition shall be documented on the sick call request and placed in the medical record.
- E. Medical, mental health, and dental providers shall see Priority referrals within 7 days of the provider's receipt of such referral.
- F. Medical, mental health, and dental providers shall see Routine referrals within 14 days of the provider's receipt of such referral.
- G. The Contractor shall utilize a sick call request form that has been approved by the Sheriff.
- H. The Contractor shall maintain a log of every sick call request as identified in Exhibit I that indicates time/date of receipt, time/date of triage, time/date/disposition by nursing and time/date of clinical follow up. This log shall be electronic, preferably in Excel.
- I. The Contractor shall examine and treat inmates in restrictive housing or who are otherwise unable to attend sick-call in a clinically appropriate designated area within the restrictive housing area. The Contractor shall render emergency care at any location within the Correctional facilities.

Primary Care

2.0 Immunizations

- A. The Contractor shall assess immunization status of all inmates during Initial Health Assessment and administer age-appropriate immunizations to all adult detainees.
- B. The Contractor shall design and implement a process to review and update detainee immunizations on an annual basis.

2.1. Infection Control

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

2.2 Preventive Care

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

2.3 Chronic Care

- A. The Contractor shall provide a list of chronic diseases that it will monitor in the inmate population and treat in accordance with National Commission on Correctional Health Care

(NCCHC) guidelines. The list shall include, at a minimum: diabetes, asthma, hypertension, coronary artery disease, seizure disorder, anticoagulation therapy HIV/AIDS.

- B. In the future, the County may determine that the Contractor shall establish and maintain an electronic registry of all inmates with the identified chronic diseases. If the registry is established, the registry shall identify indicators of the level of control for each inmate with each condition, and scheduled testing and treatment in compliance with NCCHC guidelines. Once the registry is operational, at any point in time, the Contractor shall be able to report on the number of inmates with each condition, their most recent levels of control, and other population health management data.
- C. The Contractor shall implement a chronic disease program that includes all of the following:
 - 1. Guidelines for establishing level of control and follow up schedules in accordance with level of control.
 - 2. Guidelines for treating, testing, and monitoring each condition.
 - 3. Self-management strategies and patient education for inmates with chronic disease provided by Contractor nursing staff (which can include group classes).
 - 4. Patient education materials.
- D. The chronic disease program shall be reviewed and approved by the PHD, which may recommend revisions to mirror local practices and PHD approaches. Such changes will only be made upon written agreement of the parties in consideration of necessary funding to accomplish the recommendations.

2.4 Treatment Plans

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

Women's Health Services

3.0 Pregnancy

- A. The Contractor shall perform a pregnancy test during Receiving Screening and Initial Health Assessment in accordance with Sections 1.1 and 1.3 herein. Women inmates who opt out of a pregnancy test may not receive any prescription or over-the-counter medications until pregnancy testing is completed and documented.
- B. When a pregnant detainee reports active drug or alcohol use at Receiving Screening, the Contractor shall contact PHD OBGYN services within 24 hours to confer on a plan for managing withdrawal that considers the gestation; type, amount, and duration of substance use, and the woman's medical, mental health and Substance Use Disorder (SUD) history. The Sheriff, PHD, and Contractor shall work in good faith to agree on a policy for implementing this requirement, to include circumstances outside of normal business hours.

In the unlikely event that the Parties cannot agree, after weighing the recommendations of Sheriff and Contractor, the PHD Director shall have the sole and final decision to approve the policy.

- C. Pregnant women who are on Methadone at the time of arrest shall be maintained on Methadone during incarceration.
- D. PHD shall provide prenatal care to detainees. The Contractor shall be responsible for arranging and tracking all health department prenatal appointments and for other services ordered by PHD for pregnant inmates, whether provided onsite or offsite.
- E. The Contractor shall submit a policy and procedure for care of the pregnant inmate. It shall be reviewed and approved by the Sheriff's Office and PHD and shall comply with NCHC standards and also include but is not limited to:
 - 1. Prenatal assessment by nursing appropriate to gestation at every in-jail encounter.
 - 2. Patient education on pregnancy diet, exercise, risk management, coordinated with PHD.
 - 3. Childbirth education, coordinated with PHD.
 - 4. Mental health referral.
 - 5. Mechanism for approval by OBGYN of medications prescribed by Contractor.
 - 6. Priority for pregnant women seeking dental services.

3.1 Other Women's Health Services

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

3.2 Health Evaluations of Inmates in Restrictive Housing

- A. The Contractor shall evaluate the physical and mental health of inmates during restrictive housing. Upon notice from the Sheriff that an inmate will be segregated for more than 24 hours, the Contractor shall review the inmate medical record for any existing medical, mental health, and/or dental conditions contraindicate restrictive housing or require accommodation, and provide documentation to Sheriff staff within 24 hours.
- B. The Contractor shall evaluate segregated inmates at least three times a week and document findings on a form that has been approved by the Sheriff and becomes part of the inmate's medical record. Changes in inmate health status resulting from restrictive housing shall be brought to the attention of Sheriff staff.

3.3 Other Special Populations

- A. The Contractor, in cooperation with the Sheriff and Probation, shall develop policies and procedures and individualized clinical treatment plans to ensure that special populations receive timely, appropriate, and evidence-based care. Special populations include (but are not limited) to:

1. Transgender inmates
 2. Inmates with gender dysphoria and/or undergoing sexual re-assignment
 3. Developmental disabilities
 4. Physical disabilities that require assistance with Activities of Daily Living (ADL)
 5. Dementia or other cognitive dysfunction
 6. Other conditions that create special needs
- B. In the unlikely event that the Parties cannot agree on policies and/or procedures, the Sheriff and/or Probation shall have the sole and final decision to approve the policy and/or procedures.

3.4 Inmates Needing Disability Accommodations

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

Behavioral Health

4.0 Referrals

- A. The Contractor shall conduct a thorough behavioral health assessment on any inmate referred through Receiving Screening, inmate self-referral, or by a medical or dental provider, nursing, custody, or another inmate. Medical, dental and nursing staff shall categorize referrals as Priority or Routine. The Contractor shall address Priority needs within 72 hours and Routine needs within 14 days.

4.1 Mental Health Programming

- A. The Contractor shall deliver evidence-based mental health programming to inmates in General Population (GP), special housing, and restrictive housing. Services shall include screening and crisis management; clinical monitoring and support for inmates who are returning from a higher level of care; evidence-based treatment of serious mental illness; interventions to stabilize inmates and reduce time spent in safety cells; and groups on stress management, sleep, hygiene, and other evidence-based programming for mild-to-moderate conditions and for serious mental illness.
- B. The Contractor shall deliver evidence-based assessment and programming to inmates with intellectual/developmental disabilities.
- C. For inmates who have a serious mental illness, (defined as one that results in serious functional impairment which substantially interferes with or limits one or more major life activities), the Contractor shall use evidence-based practices that include assessment of symptom severity, prescription of the appropriate medications that is adequate in both

dosage and duration, education on mental illnesses and the importance of medication adherence, and appropriate discharge planning to ensure continuity of care when released from jail.

- D. For inmates with mental illness who are in restrictive housing, a Contractor's Mental Health Professional shall assess and provide appropriate interventions at least three times a week.
- E. For inmates going through detoxification, a Mental Health Professional shall conduct daily assessments and shall work with Sheriff staff to enroll individuals in a Substance Use Disorder (SUD) treatment group upon completion of detoxification, and Contractor shall complete referrals to the appropriate community resources for individuals upon release.
- F. If the Sheriff determines in the future that sub-acute or acute inpatient psychiatric services should be provided at the jail, the Contractor shall collaborate in developing and delivering appropriate service levels and staffing models. This may include but is not limited to the use of involuntary medication and/or the use of equipment and devices to enable safe group interaction among inmates who pose a danger to self or others, to reduce the use of restrictive housing.
- G. The Contractor shall provide screening, response, medical and mental health treatment to victims of sexual assault in compliance with Prison Rape Elimination Act Community Confinement Standards, Final Rule May 2012.

4.2 Suicide Prevention

- A. The Contractor shall comply with Sheriff's suicide prevention policy #242, included as APPENDIX A.
- B. The Contractor shall re-assess all inmates placed on suicide watch at least every 4 hours. Decisions to end suicide precautions are solely the purview of the Contractor and must be made by a qualified mental health professional. If no improvement in the inmate's condition occurs after 12 hours, the County's CARES Mobile Crisis Unit will be contacted to conduct a 5150 evaluation in the jail. (see Sheriff's Safety Cell De-escalation Plan – APPENDIX B) Evaluation of suicide watch data will be a routine agenda item for the Quality Improvement Committee.
- C. The Contractor shall collaborate with the Sheriff on programs designed to prevent suicide attempts. At a minimum, the Contractor shall conduct suicide prevention intervention and training for medical, mental health, Sheriff staff, and for the CORE Training Academy. In addition, the Contractor shall engage in on-going consultative assistance and cooperation to improve program effectiveness.

4.3 Psychotropic Medication

- A. For inmates who are receiving verified psychotropic medication prior to incarceration Contractor shall maintain that medication until an evaluation by a psychiatrist is conducted, regardless of formulary compliance. Exceptions are benzodiazepines and medications solely prescribed for sleep. All orders for psychotropic medication shall include documentation of the condition, expected results, and interval for clinical review.
- B. Contractor shall not initiate a new class of psychotropic medication without a written patient consent. Contractor shall discuss dose changes or changes of medication within a therapeutic class with the patient but Contractor is not required to receive patient's written consent to such changes.
- C. Psychotropic medications shall be reviewed by Contractor at intervals based on the inmate's level of stability. The Contractor shall use Primary Care Providers and Psychiatric Nurse Practitioners to co-manage psychotropic medications for inmates whose mental

health conditions are stable, in order to maximize the ability of psychiatry to treat more acutely ill inmates.

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

- A. The Contractor shall collaborate with Sheriff staff, contractors, BW, and community based organizations that provide SUD treatment to inmates who have co-occurring mental health conditions.

4.5 Dental Services

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

4.6 Discharge/Reentry Planning and Services

- A. The Contractor shall support discharge planning and reentry by actively engaging in transition planning with custody, community providers, and community based service agencies. Inmates who are undergoing treatment for acute or chronic conditions shall have a source for community care at release and a discharge plan indicating necessary follow up and medications. The Contractor shall engage with community providers - ideally prior to release but in all cases within 72 hours of release - for all released inmates in the following categories:
 - 1. Pregnant women
 - 2. Undergoing treatment for HIV/AIDS, TB, or Hepatitis
 - 3. Receiving psychotropic medications
 - 4. On seizure medications
 - 5. On anti-coagulant therapy
- B. The Contractor shall supply inmates in the above categories with a prescription for all current medication at release, and include instructions about where to get the prescriptions filled.

Detainee Health Services: Juveniles

5.0 General

- A. The Contractor shall complete the mandatory health data report included in Section 15.11 Mandatory Reporting.

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

5.1 Receiving Screening – Juvenile Hall

- A. Receiving Screening on all newly detained youth detainees is conducted by a Custody Officer and shared with the Contractor as soon as possible in the booking process.
- B. The Contractor shall assess Receiving Screening documentation within 24 hours, and arrange for any urgent medical, mental health, prescription drug, or dental services.
- C. The Contractor shall ensure that emergency contraception is available at Receiving Screening and if indicated during incarceration.

5.2 Detoxification/Withdrawal – Juvenile Hall

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

5.3 Comprehensive Health Assessment – Juvenile Hall

- A. The Contractor shall conduct a comprehensive health assessment on each youth detainee as soon as possible and no later than 96 hours from booking. Assessment should be completed by the physician if possible. If an RN completes the assessment, the provider shall review and sign the assessment document on the next clinic day.
- B. The Contractor shall use a comprehensive adolescent health assessment instrument that has been approved by Probation. The health assessment shall include but is not limited to:
 - 1. Immediate medical, mental health, dental or prescription drug needs.
 - 2. Documentation of current illnesses and health problems including but not limited to any chronic health conditions, presence of infectious disease, immunization history, history of mental illness, history of alcohol and drug use, medications (prescribed and over-the-counter), special health requirements,

- oral health/orthodontia, and vital signs including blood pressure, temperature, respiratory rate, pulse, and pulse oxygen saturation.
3. Assessment of and care of maternity needs for pregnant females, if pregnancy is known, and
 - a. Referral to PHD immediately when pregnant youth reports active use of drugs or alcohol, or
 - b. Referral to PHD within 72 hours for all others.
 4. Except when pregnancy is already confirmed, a pregnancy test shall be conducted on all female youths. Youth may opt out of pregnancy testing but shall not receive any medication until pregnancy testing is completed. Contractor shall flag medical record accordingly.
 5. Chlamydia testing on all female youth.
 6. Behavioral observations, including state-of-consciousness, mental status, suicidal ideation and whether the youth exhibits signs of alcohol or drug abuse or active use.
 7. Notations of body deformities, trauma markings, bruises, ease of movement, etc.
 8. Condition of skin and body orifices, including bodily infestations.
 9. Questions about whether the youth has a usual source of healthcare in the community and if so, the name of the provider.
 10. History of trauma and/or abuse.
 11. Sexual history.
- C. Based on the assessment, the RN shall make referrals for medical, mental health, or dental services including laboratory and/or radiological or other diagnostic testing. Emergent concerns shall be discussed immediately with the medical or mental health provider on site or on call and addressed within four hours. Other referrals shall be categorized as Priority or Routine and appointments shall be scheduled so that Priority needs are addressed within 72 hours and Routine needs are addressed within 96 hours.
- D. When a youth indicates prescription drug utilization, the Contractor shall make every attempt to verify the medication within 12 hours.
1. Where medication is verified, the Contractor may dispense "bridge" medication from the current medication order of record until the youth has a face-to-face appointment with medical or psychiatric provider. Psychotropic bridge medication should be the same medication as the youth received in the community, regardless of its formulary status.
 2. Where medication cannot be verified.
 - a. For a medical condition, the nurse shall confer with the doctor on site or on call to establish, document and initiate a treatment plan. This shall occur within 24 hours of arrival.
 - b. For a psychiatric condition, the nurse shall confer with the psychiatrist on site or on call to establish, document, and initiate a treatment plan. This shall occur within 24 hours of youth's arrival at Juvenile Hall. The treatment plan shall include periodic assessment by a mental health clinician until medication verification can be further pursued or until a psychiatric evaluation can occur.
- E. The Contractor shall continue contraception in use at the time of arrest, for purposes of medical stability and pregnancy prevention.

- F. The Contractor shall screen all youths for Tuberculosis (TB) and implement follow up that complies with guidelines from the Center for Disease Control. Youths with active symptoms shall be isolated until TB infection has been ruled out.

5.4 Coordination of Health Care Services and Benefits - Los Prietos and Juvenile Hall

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

Sick Call

6.0 Juvenile Hall

- A. Process Description. Youth currently complete written sick call requests and place them into a locked box in housing units or hand them to a nurse during medication pass on the housing unit.
- B. All sick call requests shall be collected by health care staff during each day shift medication pass. The Contractor shall time and date stamp every sick call request upon receipt.
- C. Contractor's RN shall triage every sick call request within 4 hours of receipt. All requests shall be triaged with a disposition of Urgent, Priority, or Routine. Triage time, date, disposition, and reviewer shall be documented on the original request by Contractor.
- D. Sick call requests triaged as Urgent shall be referred to the provider on call within 4 hours.
- E. Sick call requests triaged as Priority or Routine shall be resolved by the RN within 48 hours of triage. The Contractor RN shall conduct sick call visits with all youth submitting Priority or Routine sick call requests.
- F. Sick call requests received by Probation when health care staff are not present shall be referred to the provider on call Contractor Physician.

6.1 Los Prietos

- A. Process Description. Youth currently complete written sick call requests and place them into a locked box in housing units or hand them to a nurse during medication pass on the housing unit or to Probation staff trained as health care liaisons when health care is not on site.
- B. All sick call requests shall be collected by health care staff during each medication pass. Probation staff receive and review sick call requests received on weekends. The Contractor or Probation staff shall time and date stamp every sick call request upon receipt, whom ever receives them.
- C. A Registered Nurse shall triage sick call requests within 4 hours of receipt. All requests shall be triaged with a disposition of Urgent, Priority, or Routine. Triage time, date, disposition, and reviewer shall be documented on the original request.

- D. Youths with sick call requests triaged as Urgent, the Registered Nurse shall conduct a sick call visit with the youth and correspond with the provider on site at Juvenile Hall or on call as necessary to resolve the matter that day.
- E. Sick call requests triaged as Priority and/or Routine shall be resolved by the RN within 48 hours of triage. The RN shall conduct a sick call visits with all youth submitting Priority or Routine sick call requests.
- F. Sick call requests received by Probation when health care staff are not present shall be referred to health care staff at Juvenile Hall if they are on duty, or to the provider on call Contractor Physician.

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

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

Primary Care – Los Prietos and Juvenile Hall

7.0 Acute, Preventive, and Chronic Care

- A. The Contractor shall deliver age and gender-appropriate acute care, preventive services, and chronic disease management to all incarcerated youth in accordance with the use of evidence-based guidelines and practices for screening, diagnosis, and treatment of conditions in the youth population.
- B. Contractor's chronic disease management shall include but is not limited to all of the following:
 - 1. Guidelines for establishing level of control and follow up schedules in accordance with level of control.
 - 2. Guidelines for treating, testing, and monitoring each condition.
 - 3. Self-management strategies and patient education provided by nursing (which can include group classes).
 - 4. Patient education materials.
- C. Contractor's medical and registered nursing staff working at Juvenile Hall shall be available via telephone to the Los Prietos Boys Camp to provide support in assessing youth who may need to be transferred to Juvenile Hall or to an emergency provider.

7.1 Immunizations

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

7.2 Infection Control

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

7.3 Treatment Plans – Juvenile Hall

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

7.4 Pregnant Youth - Juvenile Hall

- A. The Contractor shall perform a pregnancy test during Receiving Screening and Health Assessment as described in those sections above. Female youth who opt out of a pregnancy test may not receive any prescription or over-the-counter medications until pregnancy testing is completed and documented.
- B. When a pregnant youth reports active drug or alcohol use at Receiving Screening, the Contractor shall contact PHD OBGYN services immediately to confer on a plan for managing withdrawal that considers the gestation; type, amount, and duration of substance use, and the youth's medical, mental health and SUD history.

- C. Pregnant youth who are on Methadone at the time of arrest shall be maintained on Methadone during incarceration.
- D. The Contractor shall refer pregnant youth to the PHD within 72 hours of booking. PHD will provide prenatal care to youth. The Contractor shall be responsible for all prenatal appointments and other services to pregnant youths, whether provided onsite or offsite.

7.5 Other Special Populations - Juvenile Hall

- A. The Contractor shall develop and implement policies and procedures and individualized clinical treatment plans to ensure that special populations receive timely, appropriate, and evidence-based care. Special populations include but are not limited to:
 - 1. Transgender youth.
 - 2. Youth with gender dysphoria and/or undergoing sexual re-assignment.
 - 3. Developmental disabilities and/or cognitive dysfunction.
 - 4. Physical disabilities that require assistance with Activities of Daily Living.
 - 5. Other conditions that create special needs.
- B. In the unlikely event that the Parties cannot agree on policies and/or procedures, the Sheriff and/or Probation shall have the sole and final decision to approve the policy and/or procedures.

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

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

7.7 Dental Care - Los Prietos and Juvenile Hall

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

7.8 Discharge/Reentry Planning

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

7.9 Child Abuse Reporting - Los Prietos and Juvenile Hall

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

Inmate Health Services: Adults and Juveniles

8.0 Prescription Drugs/Medication Services

- A. The Contractor shall operate a total pharmaceutical system for the Jails and Probation facilities to include physician prescription and management activities, administration of prescription medication, provision of over-the-counter medications, and necessary record keeping. Contractor's pharmaceutical system shall operate in compliance with all applicable state and federal regulation and law.
- B. The Contractor shall obtain all prescription, over-the-counter, and stock medications, with the possible exceptions of selected high-cost medications which may be provided by the inmate's family, procured through a local pharmacy using private insurance, or obtained through a relationship with a 340B covered entity.

8.1 Ordering and Reporting System

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

8.2 Formulary

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

8.3 Packaging

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

8.4 Delivery

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

8.5 Administration

- A. At the Jail, Contractor shall cause to be administered all prescription medications by a licensed healthcare professional in accordance with sound medical practice and at the direction of the treating physician. At Probation facilities, over the counter (OTC) and prescription medications administered after hours or on weekends and holidays may be prepared by a licensed healthcare professional and distributed by Probation staff who have been trained by the Contractor in accordance with federal and state regulations.
- B. The Contractor shall employ policies and procedures to ensure that Contractor staff comply with community standards and legal requirements for medication administration, including prohibitions for pre-pouring and re-packaging medications for administration.
- C. As the inmate identification at the jail includes a bar code, the Contractor may implement an electronic medication administration record (MAR) and utilize bar code scanners.
- D. The Contractor shall develop and maintain a medication adherence program aimed at identifying non-adherent inmates/youth in a manner that allows for timely intervention by the Contractor’s medical or behavioral health staff. The medication adherence program shall include keeping a log of all missed medications at each medication pass.
- E. It shall include a policy and procedure for timely provider notification and follow up on missed medications of an urgent/timely nature, to include at a minimum:
 - 1. Antibiotics.
 - 2. Insulin.
 - 3. HIV medications.
 - 4. Seizure medications.
 - 5. Hepatitis C medications.
 - 6. Psychotropic medications.
- F. The Contractor shall review the missed medication log at least once a week and identify inmates/youth with patterns of missed medications in addition to those noted in Section

8.5.E. Such inmates/youth shall be referred by the Contractor for adherence evaluation to the appropriate health care professional. The medication adherence program will be reviewed regularly by the Continuous Quality Improvement Committee at each facility.

- G. If the Sheriff implements a KOP medication program, in addition the requirements under Section 8.3.C. the Contractor shall at a minimum:
1. Administer the KOP program in compliance with state and federal laws.
 2. Ensure that inmates are aware of the medication purpose, desired effect, side effects, doses and administration times for all KOP medications.
 3. Operate a method, approved by the Sheriff, to assess inmate adherence to KOP medication schedules.

8.6 Safeguarding and Disposal

- A. The Contractor shall employ policies and procedures to safeguard all controlled substances and to prevent diversion of all medications by staff or inmates. Management of controlled substances shall comply with all federal and state regulations.
- B. All controlled substances, syringes, needles other pharmaceutical implements shall be securely stored in compliance with the facility regulations, DEA regulations, Occupational Safety and Health Administration regulations, and NCCHC standards.
- C. The Contractor shall engage a means of disposal of controlled and non-controlled substances that complies with all state and federal requirements and minimizes opportunities for drug diversion.

8.7 Billing and Credit

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

8.8 Quality Controls

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

8.9 Laboratory and Radiology Services

- A. The Contractor shall conduct the following laboratory services on site, at a minimum:
 1. Jail: Urinalysis, hemoglobin, wet mounts, strep tests, urine pregnancy test, rapid strep test, blood glucose.
 2. Juvenile Hall: Urinalysis, hemoglobin, wet mounts, strep tests, urine pregnancy test, rapid strep test, blood glucose.
 3. Los Prietos Boys Camp: Blood glucose, urinalysis, hemoglobin.
- B. Other on-site testing may be conducted at the Contractor's discretion. The Contractor shall provide and maintain all equipment and provide all supplies necessary for conducting these laboratory and radiology services.

- C. In addition, the Sheriff and Probation have existing relationships with community laboratory and radiology providers. The Contractor shall coordinate testing with these providers.
- D. The Contractor shall draw all blood for on-site and off-site lab testing at all facilities.
- E. The Contractor shall design and implement processes to identify and respond to all abnormal laboratory tests in accordance with community standards. Processes shall include abnormal results reported after hours and on weekends and holidays. Sheriff or Probation shall have sole and final discretion to approve and processes.

8.10 Provider Orders

- A. The Contractor shall develop and implement policies and procedures to ensure that all of the following:
 - 1. Provider Orders written by on-site providers are transcribed, executed, and documented within four hours.
 - 2. Provider Orders transcribed by an LVN are verified and documented by an RN within 24 hours.
 - 3. Provider Orders/treatment plans written by off-site providers are reviewed and acted upon by an on-site provider within 24 hours. Where the on-site provider elects an alternative treatment plan than recommended by the off-site provider, the on-site provider documents rationale and discussion with off-site provider where appropriate.
 - 4. Verbal Provider Orders are signed by the ordering Provider within 48 hours (72 hours if ordered on Friday).
- b. Contractor shall provide County will a copy of all policies and procedures.

8.11 Dietary Evaluation and Management

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

8.12 Health Education

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

8.13 Personal Hygiene Counseling Education

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

8.14 Key and Tool Control

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

policies described herein. The Contractor shall submit a list of items and a key and tool control policy by facility for approval by the Sheriff and/or Probation.

8.15 Supplies and Durable Medical Equipment

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

8.16 Biomedical Waste Disposal

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

Off-Site/Specialty Health Care Services

9.0 Provider Network

- A. Inmate Has Private Insurance (excludes Medi-Cal and Medicare)
 - 1. Where the inmate/youth has private insurance, the Contractor shall attempt to coordinate necessary off-site/specialty care with the private insurance network. The community provider shall bill the private insurance directly and the Contractor shall obtain a copy of the bill and keep a record of the services and deferred costs. Copayments and deductibles are the responsibility of the inmate but the Sheriff and Probation reserve the right to cover those expenses on a case-by-case basis. Contractor shall cooperate to support this billing and collection process.
- B. Inmate is Uninsured (or has Medi-Cal or Medicare)
 - 1. The Sheriff's Office and the Probation Department maintain relationships with local hospitals and a variety of medical specialists and for youth dental providers. In most cases the providers accept payment at Medi-Cal rates. A few medical specialist come to the Jail to see adult patients. The Contractor shall arrange all necessary off-site/specialty care for inmates/youths utilizing these networks.
- C. In the event that a medical specialty is required but there is no community provider relationship, the Contractor shall work with the Sheriff or Probation to identify a willing provider and to negotiate rates.

9.1 Payment for Off-Site/Specialty Health Care

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

9.2 Referral Management

- A. The Contractor shall operate an evidence-based utilization management (UM) approach for prospectively authorizing all off-site medical specialty services and for retrospectively assessing the use of emergency room and inpatient hospital services. The UM policy shall include turn-around times for authorization decisions, alternative treatment recommendations for denied referrals, and an appeal process. Sheriff or Probation shall

have the sole and final decision to approve or to request reasonable changes to Contractor's UM policy.

- B. Where access to a specialist is delayed, the Contractor shall continue to see the patient at clinically appropriate intervals and document changes in condition until the specialty consultation has occurred.
- C. All referrals shall include a requirement that recommendations and a treatment plan accompany the patient on his/her return to the facility and a comprehensive assessment with recommendations shall be remitted within 4 business days of the consultation.

9.3 Treatment Plans

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

9.4 Ambulance and Transportation Services

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

9.5 Medical Clearance for Inmate Work

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

9.6 Medical Clearance for Court Appearance

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

Services to Non-Inmates

10.0 Screening and Immunization Provided to Staff.

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

10.1 Emergency Medical Treatment for Non-Inmates

- A. The Contractor shall provide emergency medical treatment for visitors, vendors (including health care provider employees), contractors, and employees of the Jail and Probation staff who are injured or become ill while working within the facilities. Follow-up care will be the responsibility of the visitor, vendor or employee.

10.2 Training of Non-Contractor Staff

- A. The Contractor shall deliver appropriate in-service training for selected non-Contractor staff in all facilities during the first 180 days of this Agreement. To the extent possible, training shall include Contractor staff to foster interaction between Sheriff and Probation staff and the Contractor. Contractor shall develop the topics and schedule following execution of this Agreement but shall include, at a minimum, skills and scenario-based training on:
 1. Suicide prevention activities (jail only).
 2. Behavioral health conditions and resulting behaviors (jail only).
 3. Trauma-based mental health assessment and treatment (jail only).
 4. De-escalation techniques (jail only).
 5. Sick call requests protocols.
 6. Universal precautions.
 7. Preventing and treating heat stroke.
 8. Managing environmental hazards.
 9. Infection control and emerging infectious disease.
 10. Addressing clinical emergencies.
 11. Disaster response.
 12. Transitions of care with EMS.
 13. Disaster drills.
 14. Communication and patient confidentiality.
 15. Other new or emergent issues or topics.
 16. HIPAA Regulations and 42 CFR Part 2 compliance.

10.3 Exclusions from Medical Services

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

10.4 Medical Records

- A. For the Sheriff, the Contractor shall maintain a comprehensive, accurate, and integrated medical health, behavioral health, and dental medical record for every detainee consistent with applicable law and based on the Problem Oriented Medical Record approach to documentation. At the Probation facilities, the Contractor and a behavioral health contractor shall jointly maintain medical records under the same terms as for the Sheriff.
- B. For youth, the Contractor shall utilize forms for common interactions such as physical exam, medical history, and chronic disease management that are specific to pediatric/young adult populations.
- C. The facilities currently use paper medical records but may migrate to an electronic medical record (EMR) during this Agreement. If such migration occurs, the Contractor shall fully

- cooperate with development of an implementation plan, staff training, implementation, and audit of staff compliance with documentation requirements.
- D. The Contractor shall ensure that its staff documents all healthcare contacts in the inmate healthcare record in the problem-oriented medical record format (Subjective, Observation, Assessment, Plan).
 - E. The Contractor shall maintain a comprehensive and accurate Problem List in each medical record.
 - F. All paper medical, dental, and mental health records will be maintained at the facilities and will remain the property of the facility. These records will be maintained separately from an inmate's legal/confinement record.
 - G. The Contractor shall give the County access to all medical records immediately upon request.
 - H. The Contractor shall update the inmate's or youth's medical record at the point of service, and shall forward a summary of the record to the appropriate facility in the event of an inmate's transfer. Upon transfer, the medical record shall include a Medical Flow Sheet or other transfer of medical information sheet.
 - I. The Contractor shall take all necessary precautions to ensure medical records and information remains privileged and confidential in accordance with HIPAA Regulations and all other federal and state laws. These precautions shall include but not be limited to keeping medical records locked and secured from routine traffic.
 - J. The Contractor shall adhere to and comply with all protections outlined in the HIPAA Regulations.
 - K. The Contractor shall retain medical records for a minimum of seven years, or as long as legally required.

Continuous Quality Improvement and Accreditation

11.0 Committee

- A. The Contractor shall develop and maintain Continuous Quality Improvement (CQI) Committees at the Sheriff and Probation facilities. These CQI Committees shall include, at a minimum, the Health Services Administrator, the Director of Nursing, at least one behavioral health staff member, the Sheriff or Probation contract manager, and representatives from PHD and BWD. Other Sheriff and Probation staff shall participate as appropriate on an ad hoc basis.
- B. The CQI process shall comply with all NCCHC standards. The CQI process shall identify annual clinical and operational priorities and an annual CQI calendar at each facility. Other issues that arise during the year shall be added to the CQI agenda. CQI priorities shall focus on access to care and the quality of care, and be based on data from a variety of sources, including but not limited to: staffing reports, statistical data reported by the Contractor, inmate grievances, chart reviews, and audits conducted by the Contractor and by external reviewers.
- C. The CQI Committee's objective shall be to ensure that high quality cost-effective health care commensurate with community standards is available to all inmates and youths and that clinical and behavioral protocols are adopted and followed. The CQI Committee shall be responsible for conducting root-cause analyses and testing corrective actions that improve quality of care, enhance health care and behavioral health care operations, and ensure responsible management of offsite services.

- D. The Contractor shall also conduct its own corporate-based quality improvement activities, and report those activities to the CQI Committee for inclusion at the next scheduled CQI meeting.
- E. The Sheriff CQI Committee shall meet on a monthly basis and the Probation CQI Committee shall meet quarterly. The Contractor shall develop agendas for both CQI Committees with input from the respective authority, Sheriff or Probation, and Contractor shall circulate prior to meetings, and for producing meeting minutes within three business days of meeting.
- F. As part of the CQI process, the Contractor shall respond to all health care grievances, with the exception of mental health grievances at Probation facilities. Response timeframes shall comply with Sheriff and Probation requirements and all state and federal mandates. The Contractor shall conduct detailed analysis on grievance patterns that show a clinical, personnel, or operational trend, and shall report findings to the CQI Committee.

11.1 Peer Review and Scope of Practice Compliance

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

11.2 National Commission on Correctional Health Care Accreditation

- A. Juvenile Hall health care is currently fully accredited by the Institute for Medical Quality (IMQ). Within 12 months of this Agreement's start date, the Contractor shall submit to Probation an action plan, timetable, assignments, and resource requirements that shall support medical accreditation by the National Commission on Correctional Health Care (NCCHC). During the term of the Agreement the Contractor will engage in evaluation of components to obtain NCCHC accreditation at the Probation facilities. Contractor shall support implementation of Probation's goals for accreditation by IMQ or NCCHC, as determined by Probation. Progress toward accreditation goals shall be reported and discussed as a standard agenda item at each MAC (section 13.1.) meeting.
- B. Sheriff's health care is not currently accredited. Within 12 months of this Agreement's start date, the Contractor shall submit to the Sheriff an action plan, timetable, assignments, and resource requirements that shall support medical and mental health accreditation by the National NCCHC no later than two years from this Agreement's start date. Progress toward accreditation goals shall be reported and discussed as a standard agenda item at each MAC (section 13.1.) meeting.
- C. The Contractor shall maintain accreditation for both the Sheriff and Probation throughout the subsequent Agreement term(s). Where accreditation through NCCHC is sought Contractor shall submit required Annual Maintenance Reports (AMRs). The Contractor shall submit AMRs to the Sheriff and Probation for approval before submitting to NCCHC.
- D. The Contractor shall incur all costs associated with achieving and maintaining NCCHC accreditation over the contract term.

- E. Failure to obtain or maintain the specified accreditation as outlined in this Agreement shall result in the Contractor being considered in breach of this Agreement, and subject to a penalty of \$100,000 per facility, Sheriff, Probation Juvenile Hall, and Probation Los Prietos, unless the failure is due to circumstances outside the control of the Contractor, including physical plant limitations, delay by the accrediting authority in conducting their inspection following successful pre-inspection, or the County's inability to meet its obligations as defined by NCHC standards. The penalty shall be assessed on the date on which the accrediting authority deems that the facility is denied or loses accreditation status.

Equipment and Supplies

12.0 Physical Plant

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

12.1 Medical Equipment and Supplies

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

12.2 Business Equipment and Supplies

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

Sheriff-Owned Business Equipment							
Equipment Items	Med RN Office	Mental Health	Medical Rec. Office	Break Room	Medical Records	Medication Room	TOTAL
Computer Terminals		1	1				2
Desks	4	4	3		3		14
Desk Chairs	4	3	3		3		13
Desk File Cabinets	6	5	4				15
Overhead File Cabinets		1					1
Floor Large File Cabinets			1				1
Book Shelf	1	1	1		1		4
Large Medical File Cabinets					10		10
Fax Machine		1					1
B/W Copy Machine							0
Phones	3	3	2				8
Lockers Small				12			12
Lockers Large				12			12
Refrigerator				1		1	2

B. Probation will provide the following office equipment:

1. Juvenile Hall

- a. 3 computers and 1 printer in the medical area.
- b. Built-in counter/desk area in health care.
- c. Desk and small work space for doctor and nurse.

ii. Los Prietos Boys Camp.

- a. 1 computer and network connection.

C. The Contractor shall supply and have financial responsibility for all other business supplies and equipment.

12.3 Security Equipment and Devices

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

12.4 Transition and Start-Up

- A. The Contractor shall perform start up activities necessary to begin performance of the requirements and obligations herein Agreement start date. Within 10 calendar days of the Agreement start date, the Contractor shall submit a revised, expanded, detailed narrative of the Start Up Plan to the County. The Start Up Plan shall ensure that the Contractor works in partnership with the County, all subcontractors, and all specialty service providers, to deliver uninterrupted clinical and administrative services that ensure the continuity of care to County inmates and youths, including infrastructure of systems, staffing and providers. The Contractor shall continue to revise the Start Up Plan and submit to the County on a bi-weekly basis at a minimum, until all items have been successfully implemented and accepted by the County.
- B. The Contractor agrees that no compensation or reimbursement will be paid to the Contractor during the transition and startup period.

Agreement Management/External Oversight

13.0 External Oversight

- A. The County intends to engage PHD and BWD to serve as Agreement advisors, managers, and community partners with the Sheriff and Probation and the Contractor in the design, delivery and evaluation of health care services. The Contractor shall cooperate fully in all planning, oversight and evaluation activities. These may include but are not limited to peer review of clinical services, participation in Quality Improvement activities, planning for future service delivery, developing transition services into and out of the jail and probation facilities, and other activities.

13.1 Administrative Meetings and Information

- A. The Contractor shall organize and conduct monthly meetings at the jail and quarterly meetings at Juvenile Hall or Los Prietos Boys Camp of a Medical Advisory Committee (MAC) to monitor health care operations, review internal and external data and reports, track infection control, review inmate grievances, review staffing levels and vacancies, and develop policies and procedures, conduct planning exercises, consider physical plant concerns, and develop resolutions to operational problems. The Contractor shall prepare agendas, minutes, and correction action and/or follow-up assignments.
- B. MAC members shall include the Health Services Administrator, a Sheriff or Probation designee, facility administrator, and medical, nursing, and behavioral health providers. Custody and dental staff and others shall be invited to participate as issues warrant their inclusion.
- C. The Contractor shall also conduct monthly staff meetings at which key information, plans, and decisions from the MAC and CQI Committee meetings are shared. (See section 14.2.G Staff Management)

13.2 Agreement Management Meeting

- A. The Contractor shall attend a quarterly meeting with the County, Sheriff, and Probation that will serve as a forum to review overall Agreement performance, review costs incurred, discuss issues that cross all the detention settings, discuss emerging issues and planning, resolve contractual issues, and approve annual Service Level Agreements (SLAs) as described in Section 16.5 and memorialized in Exhibit H. Within thirty (30) days of the Agreement start date, the Contractor shall submit the schedule of these quarterly meetings. The County will organize the agenda and document meeting minutes and decisions.

Staffing Requirements

14.0 General

- A. The Contractor shall recruit, interview, hire, train and supervise all health care staff to meet all required conditions and specifications.
- B. In the performance of this Agreement, the Contractor shall recruit and employ or subcontract only licensed and qualified personnel. The Contractor shall interview each candidate for employment or contract with special focus on technical expertise, emotional stability and motivation.
- C. The Sheriff or Probation will conduct criminal background checks on all employees as a prerequisite for initial and/or continued employment.
- D. The Contractor shall remove a staff member from his/her role in providing services in the facilities immediately upon request from the Sheriff or Probation.

- E. The Sheriff and Probation retain the right to remove the security clearance of any Contractor staff person and prevent entry into secure facilities.
- F. The Contractor shall ensure that all personnel comply with current and future State, Federal, and Local laws and regulations, administrative directives, and policies and procedures of the County, Sheriff and/or Probation.
- G. The Contractor shall ensure that all medical staff providing services under this Agreement are licensed in accordance with position title to practice in the State of California and that the license is current, in "good standing," and that the healthcare provider is otherwise unimpaired.
- H. The Contractor shall develop and maintain a pool of trained nursing staff cleared through background by Sheriff and/or Probation and available to serve on a per diem basis to cover vacancies, holidays, vacations, etc.
- I. The Contractor shall take immediate action to fill vacant positions. Candidates selected by the Contractor to fill vacant positions shall be presented to the Sheriff or Probation for security clearance within 60 days from the date of such vacancy. Financial penalties for failure to fill vacancies are detailed in Section 17.2 Payment Provisions.
- J. The Contractor shall make every effort to hire staff that are bilingual and shall report language capabilities in staffing reports.

14.1 Training and Support

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

14.2 Staff Management

- A. The Contractor shall maintain personnel files in the healthcare units for all healthcare personnel. The Contractor shall make these files available to the County upon reasonable request and within three (3) business days of request. These files shall include professional licensure, relevant medical education and training, all in-service training sessions attended and other pertinent education programs.
- B. All personnel hired by the Contractor shall be on the Contractor's payroll, and the Contractor shall pay all wages, fringe benefits, payroll taxes and any other employee related costs. The County understands and agrees to independent contracting of or delegation of personnel that might be necessary in order for the Contractor to discharge its obligations. As the relationship between the Contractor and certain health care professionals shall be that of independent contractor, the Contractor shall not be considered or deemed to be engaged in the practice of medicine. However, this does not relieve the Contractor from monitoring its subcontractors performance related to professional conduct, and ensuring compliance with this Agreement and with any subcontract that results from this Agreement.

- C. The Contractor shall distribute to each of its staff members a written job description that defines the specific duties and clearly delineates assigned responsibilities. The Contractor shall submit these job descriptions to the Sheriff and Probation upon execution of this Agreement. Contractor shall review job descriptions at least annually and update as needed.
- D. The Contractor shall comply with all Federal, State, and Local laws and standards pertaining to:
 - 1. Recruitment practices.
 - 2. Equal employment opportunities.
 - 3. License and/or certification requirements.
 - 4. Staff training and personnel development.
 - 5. Continuing education.
 - 6. Performance review.
 - 7. Santa Barbara County Ordinances.
- E. The Contractor shall adhere to the staffing schedule agreed upon in this Agreement Exhibit E.
- F. The Contractor shall monitor the performance of its healthcare staff to ensure adequate job performance in accordance with its job descriptions and the terms and conditions herein. The Contractor shall conduct all disciplinary actions against its employees and document all activities related to Contractor's disciplinary actions in the respective employee's file.
- G. In accordance with NCCHC standards, the Contractor shall conduct monthly staff meetings with its employees at which attendance is recorded. Meeting times shall rotate or be repeated to include Contractor staff from all shifts. Key information, plans, and decisions from the MAC and CQI Committee meetings shall be shared and Contract Staff shall have an opportunity to bring forward agenda items.

Staffing Plan

15.0 General

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

aftercare, and all other matters related to maintaining and improving delivery of health care to Sheriff detainees.

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

15.1 Minimum Staff Coverage Requirements: Main Jail

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

15.2 Medical Providers

- A. The Contractor shall engage physicians and/or mid-level providers, in accordance with federal and state law, to provide medical services on site Monday – Friday. At least one Medical Provider shall have experience with women's health.
- B. Contractor shall provide a single covering Medical Provider shall be available or on call seven days per week, twenty-four hours per day in accordance with community standards. On call coverage may be provided by a Nurse Practitioner so long as the collaborative practice agreement includes guidelines on triage and conditions that warrant sending an inmate to a hospital for emergency services.
- C. Contractor shall ensure the Medical Provider on call during weekends and holidays can manage Provider Orders on new bookings, review new abnormal lab and radiology results, ensure clinical continuity for inmates returning from hospital emergency or inpatient services, and address any urgent medical developments in the inmate population.
- D. Contractor shall ensure Medical Provider coverage shall be sufficient to ensure that all requirements for intake, bridge medications, chronic care, preventive care, urgent, and routine care, supervision of Nurse Practitioners, follow up on off-site services, evaluation of diagnostic testing, participation in Quality Improvement activities, and other clinical and administrative obligations as described herein.

15.3 Nursing

- A. The Contractor shall engage qualified nursing staff so that appropriate medical care is delivered on a twenty-four hour seven-day per week basis. At least one Registered Nurse shall be working twenty-four hours per day/seven days per week. A Registered Nurse shall be available to conduct Receiving screenings twenty-four hours per day/seven days per week, but the Sheriff does not support a dedicated position for intake around the clock where the duties are limited to intake.
- B. Contractor's nurse staffing shall be sufficient to ensure that:
 - 1. Receiving screening is carried out as soon as possible upon detainee arrival to the external receiving area and prior to the detainee entering the inner receiving area.
 - 2. Inmate requests for health care services are triaged from all locations within 24 hours of receipt.
 - 3. Prescription drugs and other medications are administered plus or minus one hour of the ordered time.
 - 4. Appropriate and timely medical detoxification services are provided.
 - 5. Patient education and medical discharge planning are conducted appropriately.

15.4 Psychiatry, Sheriff

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

15.5 Behavioral Health, Sheriff

- A. The Contractor shall engage qualified behavioral health clinicians so that appropriate mental health evaluation and intervention is available between the hours of 7:00 a.m. and 11:00 p.m. every day. At a minimum, services shall include:
 - 1. Mental health assessment and evaluation at receiving, health assessment, in restricted housing at least three times a week and daily during detoxification.
 - 2. Crisis intervention.
 - 3. Suicide and/or safety cell evaluation.
 - 4. Stabilization and reduction of time inmates spend in safety cells.
 - 5. Individual counseling.
 - 6. Group treatment.

7. Discharge and aftercare planning.
8. Collaboration with medical staff on integrated plan of care.

15.6 Dental Services

- A. The Contractor shall engage appropriate dental staff to ensure that timely oral health screening and medically necessary dental services are provided to prisoners. At a minimum, this shall include a dentist providing at least 16 hours of service per week, over a minimum of two days a week. Dental assistant and dental hygienists may be used to ensure that prophylactic, urgent, and routine dental services are provided within the timeframes described herein. The Contractor may work with residency and training programs for dental services to increase inmate access to dental care.

15.7 Minimum Staffing Coverage: Probation

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

15.8 Medical Providers, Juvenile Hall

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

15.9 Nursing

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

15.10 Staffing Levels

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

15.11 Mandatory Reporting

- A. The Contractor shall comply with all reporting requirements outlined in this Agreement. These reports shall include, but not be limited to, the Mandatory Reports specified in EXHIBIT I.
- B. The Sheriff and Probation and the Contractor shall, within thirty (30) days of the execution of this Agreement, formulate monthly and quarterly reporting forms which shall establish the basis of the contract monitoring. The Sheriff and Probation at their sole discretion reserve the right to amend and change these reports based on both internal and external requirements.
- C. The Contractor shall submit to the County an annual report based on the contract year, giving a comprehensive review of the monthly statistical and program reports and examining significant trends and issues. The Contractor shall also present this report to the Board of Supervisors. The report is due no later than 60 days after the end of each contract year. This report shall inform the Board of Supervisors and the County of the overall operation of the healthcare delivery system and significant achievements affecting the health care program. The Contractor shall include in this report, recommendations to the County regarding changes in medical procedures and/or protocols.

Performance Requirements

16.0 Decision-making Authority

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

16.1 Sheriff, Probation, and County Access to Records

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

16.2 Investigations and Evaluations

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

16.3 Cooperation with Monitoring, Audit, and Performance Measurement

- A. The Contractor shall cooperate with all County, Sheriff, and Probation Agreement monitoring activities through designated contract monitor(s) or other investigative and peer review entities provided by the County, Sheriff, or Probation. Contractor shall make available all books, records financial statements, reports, medical records, and any other records or documentation reasonably requested by County for all Agreement monitoring activities. Contractor shall make these books, records financial statements, reports, medical records, other records or documentation available for all Agreement monitoring activities within five (5) business days of receipt of request.
- B. The Contractor shall participate and cooperate with environmental, health, and Title XV inspections conducted by the County, State, or Federal. The Contractor shall cooperate and participate with all communicable disease management activities directed by the PHD, State, and/or Federal guidelines required by applicable laws.
- C. Nothing in this Section 16.3 shall be construed to limit audit requirements found throughout this Agreement or audit requirements under County, State, or Federal law.

16.4 Protocols, Policies and Procedures

- A. The Contractor shall develop protocols, policies and procedures for all adult health care services and for youth medical services which conform to NCCHC standards, and for supervision of Nurse Practitioners which conform to Federal and California law. Policies and procedures shall be provided to the Sheriff, Probation, and the County for review and approval during the first 90 days of this Agreement.

16.5 Service Level Agreements

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

16.6 Miscellaneous Requirements

- A. The Contractor is prohibited from assisting with or providing forensic activities in any manner, unless required by Court Order.
- B. The Contractor is prohibited from participating in or conducting any research projects involving inmates or youths without the prior written consent of the County.

- C. The Contractor shall have no direct responsibility for the security at the Sheriff's or Probation facilities or for the custody of any inmate or youth at any time.
- D. The Contractor shall be responsible for collection and payment of all required taxes (Local, State, Federal) relating to its performance under this Agreement or any subcontract.
- E. The Contractor shall obtain and maintain at its expense and in its name, all necessary licenses and permits required to perform the services required under this Agreement.
- F. The Contractor shall abide by all County, State, and Federal laws and all sanitation, safety and fire codes, regulations and other ordinances pertaining to the Contractor's operations pursuant this Agreement.
- G. The Contractor shall not be responsible for performing, if they are unable to perform, the duties and responsibilities imposed by the Agreement during fires, civil disobedience, riots, rebellions, acts of God and similar occurrences beyond the control of the County, Sheriff, or Probation, or Contractor unless mutually agreed otherwise.
- H. In connection with the furnishing of goods and services under this Agreement, the Contractor and any subcontractors shall comply with all applicable requirements and provisions of the Americans With Disabilities Act (ADA).
- I. Contractor agrees to keep all policies in compliance with the most current standard of federal and state law and shall notify and provide to County a copy of any updated policy.
- J. The Contractor shall be in good financial standing as determined by review of the independently audited financial results of the previous two years of operations and the most current year-to-date un-audited financial reports.

Payment Provisions

17.0 General

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

17.1 Payment Modifications for Changes in ADP

- A. Should an increase in the monthly Average Daily Population (ADP) at the jail or Juvenile facilities exceed 15 percent of the ADP for the six month period immediately preceding contract signature and should this increase be sustained for a period of 90 days or more, additional staffing may be necessary, and County and Contractor shall meet to discuss the level of additional staffing and the related cost. On written notice to the Designated Representative, either Party may initiate negotiations concerning the expansion of the Sheriff's Detention Facilities and/or Probation Detention Facilities and the increased ADP.
- B. Should a decrease in the monthly Average Daily Population at the jail or Juvenile facilities exceed 15 percent of the ADP for the six month period immediately preceding contract

signature and should this increase be sustained for a period of 90 days or more, fewer staff may be necessary, and County and Contractor shall meet to discuss the level of reduced staffing and the related cost reductions. On written notice to the Designated Representative, either party may initiate negotiations concerning the expansion of the Sheriff's Detention Facilities and/or Probation Detention Facilities and the decreased ADP.

- C. The base six month ADPs for the jail and juvenile facilities from which these calculations will be made as set forth in EXHIBIT G.

17.2 Payment Reductions for Staffing Shortfalls

- A. The Contractor shall not be compensated for 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, the Contractor shall reduce the invoice by an amount equal to the hourly cost to County for the clinical position hours not covered.
- B. The Contractor shall provide County with an itemized accounting of hours worked by clinical position, as identified in the Staffing Matrix in Exhibit E, 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. The 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 in Exhibit F.

17.3 Annual Increases

- A. The daily payment rate for the Sheriff and Probation shall be updated annually to pay Contractor an annual base sum equal to the Agreement 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 three percent (3%), whichever is less, payable in twelve (12) equal monthly installments.

Electronic Medical Records (EMR)

18.0 Installation, Equipment, and Disposition Requirements

- A. Within six months of the signing of this Agreement, the Contractor will deliver a comprehensive plan to the County outlining the initiation and installation of an electronic medical record (EMR) to be completed in the first year of this agreement (EMR Plan).
- B. Contractor agrees that County has the right to approve or deny the EMR Plan.
- C. Contractor agrees that if County approves the EMR Plan, implementation is contingent on a software upgrade to the current Sheriff's Inmate Management System (IMS). County agrees that the one-year implementation requirement to install EMR is tolled until the County notifies Contractor that the software upgrade in this section is completed.
- D. The EMR Plan shall include detailed instructions on how the EMR will integrate with the automated record systems used by the Sheriff, Probation, BWD, and PHD.
- E. The Contractor hereby grants County unlimited rights in accordance with Federal Acquisition Regulations clauses 52.227-14 and 52.227-19 to any data, software or hardware, code or otherwise in conjunction with the EMR Plan or implementation thereof.
- F. Contractor's EMR Plan shall provide training, administrative support, and technical support to all those the County designates as their agents, including, but not limited to, Sheriff's

staff, Probation staff, BWD staff, PHD staff, other County Agency staff, and any other entity or individual identified by the County as requiring access to the EMR and the data it contains.

- G. Contractor's EMR Plan shall assist the County in all ongoing, and any future, data sharing initiatives that would benefit from the data contained in the EMR database.
- H. The EMR Plan must include all required hardware and software, security features including all HIPAA Regulations, system support and disaster recovery components as required for EMR by federal and state law.
- I. The County shall provide connectivity and internet access, which may include Wi-Fi or other wireless and/or wired access points.
- J. The EMP Plan shall include that specifications that in the event of a disaster, the EMR system shall have the ability to produce recovered data within twenty-four hours of a catastrophic event.
- K. The EMR Plan shall provide that at the end of the Agreement term, the EMRs will be transferred to the County in Comma Separated Value (CSV) or other mutually agreed upon format that can be independently accessed by County staff.
- L. The EMR Plan shall provide that at the end of the Agreement term, the Contractor shall deliver to the County any Entity Relationship Diagrams (ERD) and/or detailed Database Schemas showing table, field, key, and descriptions necessary for the County to review the data's relationships and import the data into an alternate system.
- M. The EMR Plan shall provide that at the end of the Agreement term, the Contractor shall supply complete support as needed to ensure the transfer of the entire EMR database to the County, or a designated contracted agent of the County, is successful.
- N. The EMR Plan shall include the following limitation of liability arising from copyright infringement:
 - i. Contractor will indemnify, defend, and hold harmless County and its officers, directors, employees, and agents from and against all Claims arising from the System and incurred as a result of (a) any third-party Claim (including, without limitation, regulatory investigations or proceedings) to the extent attributable to the negligence or intentional misconduct of Contractor or its officers, directors, employees, or agents or (b) third party Claims relating to infringement of U.S. patent, copyright, or trade secret laws.
- O. Upon County's approval of the EMR Plan the EMR Plan shall be attached hereto and incorporated herein by reference.

18.1 Payment

- A. The EMS Plan shall propose a one time initial startup payment that covers the payment for both the Sheriff's and Probation facilities.
- B. Contractor shall not receive payment for drafting, implementation, or integration with the IMS of any County approved EMR Plan.
- C. On-going costs to the County for EMR maintenance and storage will be calculated monthly by a specified rate multiplied by the monthly Average Daily Population (ADP) as set forth in Exhibit B, Payment Arrangements.

EXHIBIT B

**PAYMENT ARRANGEMENTS
Periodic Compensation**

For CONTRACTOR services to be rendered under this Agreement, CONTRACTOR shall be paid a total contract amount, including cost reimbursements, not to exceed \$36,792,638.

- A. Payment for services and /or reimbursement of costs shall be made upon CONTRACTOR's satisfactory performance, based upon the scope and methodology contained in EXHIBIT A as determined by COUNTY.
- B. Monthly, the CONTRACTOR shall submit to the COUNTY DESIGNATED REPRESENTATIVE an invoice or certified claim on the County Treasury for the service performed over the period specified. These invoices or certified claims must cite the assigned Board Contract Number. COUNTY REPRESENTATIVE shall evaluate the quality of the service performed and if found to be satisfactory shall initiate payment processing. COUNTY shall pay invoices or claims for satisfactory work within 30 days of receipt of correct and complete invoices or claims from CONTRACTOR.
- C. COUNTY's failure to discover or object to any unsatisfactory work or billings prior to payment will not constitute a waiver of COUNTY's right to require CONTRACTOR to correct such work or billings or seek any other legal remedy.
- D. Installation and initial startup costs for an EMR as described in EXHIBIT A sections 18.0 and 18.1 are as follows:

	Sheriff	Probation	Total
Startup Costs	<u>\$ 15,000</u>	<u>\$ 8,500</u>	<u>\$ 23,500</u>

- E. The rate for calculating the Monthly EMR service fee is set at \$1.75 multiplied by the monthly ADP of all Sheriff's and Probation Department facilities.
Example: The Sheriff's Main Jail ADP for the month of July 2016 was 793. The Probation Department's facilities ADP for the month of July 2016 was 103. (793 + 103) X \$1.75 = \$1,568.00.

- F. Santa Barbara County First Year Summary of Costs:

	Sheriff	Probation	Total
Total Labor	\$ 4,558,381	\$ 872,090	\$ 5,430,471
Medical Services & Supplies	93,338	7,923	101,261
Other Direct	<u>392,764</u>	<u>16,773</u>	<u>409,537</u>
Subtotal Expenses	5,044,483	896,786	5,941,269
G&A	534,039	92,616	626,655
Total Healthcare Services	<u>\$5,578,522</u>	<u>\$989,402</u>	<u>\$6,567,924</u>
Pharmacy Costs	252,000	105,000	357,000
EMR Service Fees	\$20,664	\$2,163	\$22,827
Total	<u>\$5,851,186</u>	<u>\$1,096,565</u>	<u>\$6,947,751</u>

G. Santa Barbara County Life of the Agreement Costs:

	<u>Sheriff</u>	<u>Probation</u>	<u>Total</u>
Year 1 Contract Services	5,578,522	989,402	6,567,924
Year 2 Contract Services	5,745,878	1,019,084	6,764,962
Year 3 Contract Services	5,918,254	1,049,657	6,967,911
Year 4 Contract Services	6,095,802	1,081,147	7,176,949
Year 5 Contract Services	6,278,676	1,113,581	7,392,257
Total Contract Services	29,617,132	5,252,871	34,870,003
Year 1 Pharmacy	252,000	105,000	357,000
Year 2 Pharmacy	252,000	105,000	357,000
Year 3 Pharmacy	252,000	105,000	357,000
Year 4 Pharmacy	252,000	105,000	357,000
Year 5 Pharmacy	252,000	105,000	357,000
Total Pharmacy	1,260,000	525,000	1,785,000
EMR One time	15,000	8,500	23,500
Year 1 EMR	20,664	2,163	22,827
Year 2 EMR	20,664	2,163	22,827
Year 3 EMR	20,664	2,163	22,827
Year 4 EMR	20,664	2,163	22,827
Year 5 EMR	20,664	2,163	22,827
Total EMR	103,320	10,815	114,135
Total Contract Cost	<u>\$30,995,452</u>	<u>\$5,797,186</u>	<u>\$36,792,638</u>

EXHIBIT C

Indemnification and Insurance Requirements (For Professional Contracts)

INDEMNIFICATION

A. Indemnification pertaining to other than Professional Services:

CONTRACTOR agrees to defend, indemnify (with counsel reasonably approved by COUNTY) and hold harmless COUNTY and its officers, officials, employees, agents and volunteers from and against any and all claims, actions, losses, damages, judgments and/or liabilities arising out of this Agreement from any cause whatsoever, arising out of or related to the CONTRACTOR'S work or activities for the COUNTY and for any costs or expenses (including but not limited to reasonable attorneys' fees) incurred by COUNTY on account of any such claim except where such indemnification is prohibited by law. CONTRACTOR's indemnification obligation does not apply to the COUNTY's sole negligence or willful misconduct.

B. Indemnification pertaining to Professional Services:

CONTRACTOR agrees to defend, indemnify and hold harmless COUNTY and its officers, officials, employees, agents and volunteers from and against any and all claims, actions, losses, damages, judgments and/or liabilities arising out of the negligent performance or attempted performance of the provisions hereof; including any willful or negligent act or omission to act on the part of the CONTRACTOR or his agents or employees or other independent contractors directly responsible to him, unless caused by the willful conduct or sole negligence of the party indemnified hereunder, to the fullest extent allowable by law.

NOTIFICATION OF ACCIDENTS AND SURVIVAL OF INDEMNIFICATION PROVISIONS

CONTRACTOR shall notify COUNTY immediately in the event of any accident or injury arising out of or in connection with this Agreement. The indemnification provisions in this Agreement shall survive any expiration or termination of this Agreement.

INSURANCE

CONTRACTOR shall procure and maintain for the duration of this Agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder and the results of that work by the CONTRACTOR, his agents, representatives, employees or subcontractors.

A. Minimum Scope of Insurance

Coverage shall be at least as broad as:

1. **Commercial General Liability (CGL):** Insurance Services Office (ISO) Form CG 00 01 covering CGL on an "occurrence" basis, including products-completed operations, personal & advertising injury, with limits no less than \$2,000,000 per occurrence and \$3,000,000 in the aggregate.
2. **Automobile Liability:** ISO Form Number CA 00 01 covering any auto (Code 1), or if CONTRACTOR has no owned autos, hired, (Code 8) and non-owned autos (Code 9), with limit no less than \$2,000,000 per accident for bodily injury and property damage.

3. **Workers' Compensation:** as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease.
4. **Professional Liability: (Errors and Omissions)** Insurance appropriate to the CONTRACTOR'S profession, with limit of no less than \$5,000,000 per occurrence or claim, \$5,000,000 aggregate.
5. **Crime Coverage:** Crime coverage with a deductible no less than \$1 million, 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.

If the CONTRACTOR maintains higher limits than the minimums shown above, the COUNTY requires and shall be entitled to coverage for the higher limits maintained by the CONTRACTOR. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the COUNTY.

B. Other Insurance Provisions

The insurance policies are to contain, or be endorsed to contain, the following provisions:

1. **Additional Insured** – COUNTY, its officers, officials, employees, agents and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the CONTRACTOR including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the CONTRACTOR'S insurance at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of both CG 20 10 and CG 20 37 if a later edition is used).
2. **Primary Coverage** – For any claims related to this Agreement, the CONTRACTOR'S insurance coverage shall be primary insurance as respects the COUNTY, its officers, officials, employees, agents and volunteers. Any insurance or self-insurance maintained by the COUNTY, its officers, officials, employees, agents or volunteers shall be excess of the CONTRACTOR'S insurance and shall not contribute with it.
3. **Notice of Cancellation** – Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to the COUNTY.
4. **Waiver of Subrogation Rights** – CONTRACTOR hereby grants to COUNTY a waiver of any right to subrogation which any insurer of said CONTRACTOR may acquire against the COUNTY by virtue of the payment of any loss under such insurance. CONTRACTOR agrees to obtain any endorsement that may be necessary to effect this waiver of subrogation, but this provision applies regardless of whether or not the COUNTY has received a waiver of subrogation endorsement from the insurer.
5. **Deductibles and Self-Insured Retention** – Any deductibles or self-insured retentions must be declared to and approved by the COUNTY. The COUNTY may require the CONTRACTOR to purchase coverage with a lower deductible or retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.

6. **Acceptability of Insurers** – Unless otherwise approved by Risk Management, insurance shall be written by insurers authorized to do business in the State of California and with a minimum A.M. Best's Insurance Guide rating of "A- VII".
7. **Verification of Coverage** – CONTRACTOR shall furnish the COUNTY with proof of insurance, original certificates and amendatory endorsements as required by this Agreement. The proof of insurance, certificates and endorsements are to be received and approved by the COUNTY before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the CONTRACTOR's obligation to provide them. The CONTRACTOR shall furnish evidence of renewal of coverage throughout the term of the Agreement. The COUNTY reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.
8. **Failure to Procure Coverage** – In the event that any policy of insurance required under this Agreement does not comply with the requirements, is not procured, or is canceled and not replaced, COUNTY has the right but not the obligation or duty to terminate the Agreement. Maintenance of required insurance coverage is a material element of the Agreement and failure to maintain or renew such coverage or to provide evidence of renewal may be treated by COUNTY as a material breach of contract.
9. **Subcontractors** – CONTRACTOR shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and CONTRACTOR shall ensure that COUNTY is an additional insured on insurance required from subcontractors.
10. **Claims Made Policies** – If any of the required policies provide coverage on a claims-made basis:
 - i. The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work.
 - ii. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of contract work.
 - iii. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the CONTRACTOR must purchase "extended reporting" coverage for a minimum of five (5) years after completion of contract work.
11. **Special Risks or Circumstances** – COUNTY reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

Any change requiring additional types of insurance coverage or higher coverage limits must be made by amendment to this Agreement. CONTRACTOR agrees to execute any such amendment within thirty (30) days of receipt.

Any failure, actual or alleged, on the part of COUNTY to monitor or enforce compliance with any of the insurance and indemnification requirements will not be deemed as a waiver of any rights on the part of COUNTY.

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:

A. Definitions

1. **Breach** shall have the meaning given to such term under the HITECH Act [42 U.S.C. Section 17921].
2. **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.
3. **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.
4. **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.
5. **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.
6. **Electronic Protected Health Information** means Protected Health Information that is maintained in or transmitted by electronic media.
7. **Electronic Health Record** shall have the meaning given to such term in the HITECH Act, including, but not limited to, 42 U.S.C. Section 17921.

8. **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.
9. **Privacy Rule** shall mean the HIPAA Regulation that is codified at 45 C.F.R. Parts 160 and 164, Subparts A and E.
10. **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].
11. **Protected Information** shall mean PHI provided by Covered Entity to Business Associate or created or received by Business Associate on Covered Entity's behalf.
12. **Security Rule** shall mean the HIPAA Regulation that is codified at 45 C.F.R. Parts 160 and 164, Subparts A and C.
13. **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).

B. **Obligations of Business Associate**

1. **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)].
2. **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)].

3. **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.
4. **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].
5. **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)].
6. **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)).
7. **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 C.F.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).

8. **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)].
9. **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 B.2 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.
10. **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.
11. **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.”

12. **Data Ownership.** Business Associate acknowledges that Business Associate has no ownership rights with respect to the Protected Information.
13. **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.
14. **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)]
15. **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.
16. **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; 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.

C. Termination

1. **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)].
2. **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.
3. **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 B 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.

D. 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.

E. 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.

F. 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.

G. 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.

H. 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.

I. 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.

J. 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.

K. 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.

L. 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.

EXHIBIT E

Staffing Matrix

Adult Facilities

Santa Barbara County, CA Staffing Plan: ADP 1021										
Position	Scheduled Hours							Total Hours	FTEs	Facility
	SUN	MON	TUE	WED	THU	FRI	SAT			
Day Shift										
Health Services Administrator		8.00	8.00	8.00	8.00	8.00		40.00	1.00	All
Director of Nursing		8.00	8.00	8.00	8.00	8.00		40.00	1.00	Adult
Administrative Assistant		8.00	8.00	8.00	8.00	8.00		40.00	1.00	Adult
FNP/PA		8.00	8.00	8.00	6.00			30.00	0.75	Adult
RN	16.00	16.00	16.00	16.00	16.00	16.00	16.00	112.00	2.80	Adult
Psych RN		16.00	16.00	16.00	16.00	16.00		80.00	2.00	Adult
LVN	16.00	16.00	16.00	16.00	16.00	16.00	16.00	112.00	2.80	Adult
LVN	8.00	8.00	8.00	8.00	8.00	8.00	8.00	56.00	1.40	Adult
LVN	8.00	8.00	8.00	8.00	8.00	8.00	8.00	56.00	1.40	Adult
MA/MRC		16.00	16.00	16.00	16.00	16.00		80.00	2.00	Adult
Evening/Night Shift										
RN	8.00	16.00	16.00	16.00	16.00	16.00	16.00	104.00	2.60	Adult
RN	8.00	8.00	8.00	8.00	8.00	8.00	8.00	56.00	1.40	Adult
LVN	8.00	12.00	8.00	8.00	8.00	8.00	8.00	60.00	1.50	Adult
LVN								0.00	0.00	Adult
MA/MRC		8.00	8.00	8.00	8.00	8.00		40.00	1.00	Adult
Night Shift										
RN	12.00	12.00	12.00	12.00	12.00	16.00	12.00	88.00	2.20	Adult
LVN	12.00	12.00	12.00	12.00	12.00	12.00	12.00	84.00	2.10	Adult
Med Assitant								0.00	0.00	Adult
Medical Records Clerk								0.00	0.00	Adult
Medical and Mental Health Providers										
Medical Director/Physician Adult	16 hours per week							16.00	0.40	Adult
LCSW Day Shift	8.00	16.00	16.00	16.00	16.00	16.00	16.00	104.00	2.60	Adult
LCSW PM Shift	8.00	8.00	8.00	8.00	8.00	8.00	8.00	56.00	1.40	Adult
Psychiatrist	40 hours per week							40.00	1.00	Adult
Dentist	16 hours per week							12.00	0.30	Adult
Dental Assistant	16 hours per week							12.00	0.30	Adult
Totals								1318.00	32.95	Adult

Juvenile Facilities:

Santa Barbara County										
Staffing Plan - Juvenile Facilities ADP 123										
Position	Scheduled Hours							Total Hours	FTEs	Facility
	SUN	MON	TUE	WED	THU	FRI	SAT			
Santa Maria Juvenile Hall										
Medical Director	18 hours per week - 6 hours per day 3x/week							18.00	0.45	SMJH
Nurse Coordinator RN		8.00	8.00	8.00		8.00		32.00	0.80	SMJH
Administrative		6.00	6.00	6.00		6.00		24.00	0.60	SMJH
RN	6.00	6.00	6.00	6.00	6.00	6.00	6.00	42.00	1.05	SMJH
LVN	6.00	6.00	6.00	6.00	6.00	6.00	6.00	42.00	1.05	SMJH
MA								0.00	0.00	SMJH
								0.0	0.0	SMJH
								0.0	0.0	SMJH
Los Prietos Boys Camp										
Medical Director	6 hours per week							6.00	0.15	LPBC
Nurse Coordinator RN					8.00			8.00	0.20	LPBC
Administrative Assistant					6.00			6.00	0.15	LPBC
RN		8.00	8.00	8.00	8.00	8.00		40.00	1.00	LPBC
								0.0	0.0	LPBC
								0.0	0.0	LPBC
Totals								218.00	5.45	

EXHIBIT F**Salary Plan**

Santa Barbara County, CA	
Staffing Compensation Rates	
Position	Effective Hourly Rate, Including Wages, Benefits, Payroll Taxes, Administration and Overhead
Day Shift	
Health Services Administrator	\$103.92
Director of Nursing	\$82.02
Nurse Coordinator RN (Juvenile)	\$75.57
Administrative Assistant	\$36.91
FNP/PA	\$101.35
RN	\$67.29
Psych RN	\$77.10
LVN	\$44.09
Medical Assistant/Medical Records Clerk	\$34.32
Evening Shift	
RN	\$68.58
LVN	\$45.38
Medical Records Clerk	\$35.88
Night Shift	
RN	\$69.86
LVN	\$46.67
Medical and Mental Health Providers	
Medical Director/Physician	\$170.47
LCSW Day Shift	\$63.97
LCSW PM Shift	\$65.26
Psychiatrist	\$227.30
Dentist	\$142.06
Dental Assistant	\$35.62

EXHIBIT G

Care Statistics Jan 2014 – Jun 2016

ADULT INMATES			
AVERAGE MONTHLY DATA BY YEAR			
	2014	2015	2016
Intakes			
MD/NP Services Total			
<i>MD Sick Call</i>			
<i>Annual Physicals</i>			
<i>NP Sick Calls</i>			
Inmate Medical Service Requests Total			
<i>Medical</i>			
<i>Mental Health</i>			
<i>Dental</i>			
<i>Glasses</i>			
Nursing Sick Call			
ISO Cell Checks			
14 Day Evaluations			
Dental Sick Call			
Dental Procedures			
Mental Health Contacts			
Total Number Referrals			
Unique Individuals Seen			
Medications Total			
<i>Daily Doses of MH meds</i>			
<i>Daily Doses of non MH meds</i>			
Diabetics			
HIV Inmates			
Hepatitis C			
Pregnant inmates			
Hospital Admissions			
ER visit no admission			
Off-site medical specialty visits			
Out Patient Surgeries			
O.B. visits			
Off Site Imaging			
In house Chest x-rays			
In house Other x-rays			

JUVENILE HALL

AVERAGE MONTHLY DATA BY YEAR			
	2014	2015	2016
Average Daily Population			
Average Monthly Intakes			
Physician Services			
<i>MD Sick Call</i>			
<i>MD Annual Exams</i>			
Nursing Sick Call			
Nursing Interval Evaluations			
Immunizations			
Medications			
<i>Total Doses of MH meds</i>			
<i>Total Doses of Rx Meds</i>			
<i>Total Doses of OTC meds</i>			
Hospital Admissions			
911 Transports			
Probation Transports			
Out Patient Services			
<i>PHD</i>			
<i>Dental Office</i>			
<i>Private Office Appointments</i>			
<i>Out Patient surgeries</i>			
Out Patient X-rays			
Lab Specimens Processed			

LOS PRIETOS BOYS CAMP

AVERAGE MONTHLY DATA BY YEAR

	2014	2015	2016
Average Daily Population			
Total Physician Services			
<i>MD Sick Call</i>			
<i>Annuals</i>			
Nursing Sick Call			
Immunization			
Medications			
<i>Total Doses of MH meds</i>			
<i>Total Doses of Rx Meds</i>			
<i>Total Doses of OTC meds</i>			

EXHIBIT H

Service Level Agreement (SLA)

1. STAFFING VACANCIES

Performance Objective: The Contractor shall fill vacancies within the first 90 days of the commencement of this Agreement, and within 60 days thereafter, of the vacancy for all staff in the Staffing Matrix E. This SLA becomes effective immediately upon execution of this Agreement.

SLA: Compliance at 100% for all contracted positions.

Measurement: Monthly Contractor Vacancy Report for Probation and for the Sheriff.

Penalty: The daily value of the salary and benefits outlined in EXHIBIT F plus 10% of the position vacant for every day beyond 90 days of the commencement of this agreement and 60 days thereafter of the vacancy in which a candidate has not been presented to the Sheriff or Probation for background checks.

The penalty will apply beginning on the 91st or 61st day of the vacancy, whichever is applicable. The Contractor shall reduce its monthly invoice to the Sheriff or Probation accordingly, beginning on the first invoice issued after the 91st or 61st day of the vacancy.

When a penalty for a vacancy beyond 90 or 60 days is incurred, Contractor shall replace the daily salary deduction for unfilled shifts as detailed in Section 17.2 Payment Provisions.

1. PATIENT PROBLEM LIST

Performance Objective: Contractor shall ensure that all adult inmates seen by health care, mental health, and/or dental and all youths seen by health care shall have an accurate Problem List in their medical records that reflects all current and active diagnoses.

SLA: 90% of the medical records of unique inmates seen in health care/mental health/dental at the jail and 90% of youths seen by health care at Juvenile Hall for a sick call or provider encounter in a calendar quarter will have an accurate and up-to-date Problem List in the medical record that reflects all current and active diagnoses.

Measurement: External chart audit on a sample of 10% of unique inmates seen by health care in prior calendar quarter. Analysis conducted quarterly beginning in Quarter 3 on data from Quarter 2.

Penalty:

The first quarter in which less than 90% of audited charts at the jail or Juvenile Hall show compliance with the performance indicator, the Contractor must develop and submit a Corrective Action Plan (CAP) to the Sheriff or Probation for approval within 30 days of the audit report. The Contractor must implement the CAP immediately upon approval as measured by a dated memorandum or email message from the Sheriff or Probation to the Health Services Administrator accepting the CAP.

Re-audit will occur on a on a sample of 10% of unique inmates seen by health care in the quarter beginning after the CAP was implemented.

The Contractor shall pay a penalty of \$250 per medical record on the unique medical records failing the indicator in the audit, extrapolated to the number of unique inmates seen in that quarter.

Example

Based on audit of a 10% sample, the Contractor performance at the Jail in Q4 2017 is 84 percent, or 6 percentage points less than the SLA. There were 300 unique inmates seen by dental/mental health/mental health in Q 4 2017. The Contractor penalty is $\$250 \times (300 \text{ inmates} \times 6\%)$. Penalty = $\$250 \text{ per inmate} \times 18 \text{ inmates} = \$4,500$

2. SICK CALL ACCESS: PRIORITY AND ROUTINE CARE

Performance Objective: Contractor shall ensure that adult inmates who have been triaged in the nursing sick call process as in need of a priority visit by medical, dental, or mental health will be seen by the appropriate provider within 10 days, and those triaged as in need of a routine visit will be seen within 14 days. Youths who been triaged in the nursing sick call process as in need of a priority visit by medical will be seen by medical within 10 days and those triaged as in need of a routine visit will be seen within 14 days

SLA: 90% of inmates and Youths who have been triaged in the nursing sick call process as in need of a priority or routine visit will be seen by an appropriate provider within the required time frame.

Measurement: External chart audit of a sample of 25 charts referred through sick call for a routine visit and 25 charts referred for a priority provider visit. Data source for sick call disposition will be the Sick Call Log kept by the Contractor.

Audit will begin in Quarter 3, on sick calls processed in Quarter 2 of the first contract year.

Penalty:

The first quarter in which less than 90% of audited charts at the jail or Juvenile Hall show compliance with the performance indicator, the Contractor must develop and submit a Corrective Action Plan (CAP) to the Sheriff or Probation within 30 days of the audit report. The Contractor must implement the CAP immediately upon approval as measured by a dated memorandum or email message from the Sheriff or Probation to the Health Services Administrator accepting the CAP.

Re-audit will occur on a on a sample of 25 charts referred for routine provider visit and 25 charts referred for a priority provider visit in the quarter beginning after the CAP was implemented.

The Contractor shall pay a penalty of \$250 per referral failing the indicator, extrapolated to the number of sick calls referred that quarter, calculated from the Sick Call Log.

Example:

At the jail, 85% of the sick call requests triaged as priority provider visits were seen by an appropriate provider within 10 days. According to the Contractor Sick Call Log, there were 200 sick call requests triaged to need a priority provider visit. The Contractor penalty is $\$250 \times (200 \text{ referrals} \times 5\%)$. $\text{Penalty} = \$250 \times 10 = \2500

EXHIBIT I

Mandatory Reporting

- A. Contractors will be expected to report monthly on the utilization data provided in EXHIBIT G Health Care Statistics. In addition, the following reporting will be required.
1. Missed Appointments Log
 2. Sick Call Request Log
 3. Pharmacy Usage Report
 4. Medication Utilization Report
 - i. Number of new Prescriptions
 - ii. Top 50 Medications by Cost
 - iii. Top 50 Medications by Volume
 - iv. Percent of New Prescriptions by Drug Class
 - v. Drug acquisition cos
 - vi. Number of items Submitted for Credit
 - vii. Number of items Credited
 - viii. Amount Credited
 5. CQI Monthly Report
 6. Clinical Oversight Plan
 7. NCCHC Accreditation Plan Progress Report
 8. NCCHC Accreditation Annual Maintenance Report (after accreditation)
 9. Monthly Staffing Report
 10. Missed Medication Log
 11. Detoxification Log
 12. Sick Call Log

Other reports may also be identified in the course of awarding and initiating a contract. The Sheriff, Probation, and the Contractor will establish final reporting elements, data sources, and templates as part of the Transition/Start-Up.

Santa Barbara County Sheriff's Office

Custody Operations – Policy and Procedures Manual

CHAPTER 2 ADMINISTRATIVE	242. Suicide Prevention	
Page: 1 of 2	Revision Date: 12/2013	Review Date: 4/2015
Related Orders: Title 15, CCR § 1219; WIC § 5150; NCCHC-J-G-05		

I. PURPOSE:

To provide a comprehensive suicide prevention program within the jail by identifying those inmates who may be suicidal and have them evaluated by mental health staff as soon as possible.

II. POLICY:

Deputies will receive training on suicide prevention initially during the Custody Deputy Academy. Additional training is provided periodically through the Training Bureau. Custody Deputies will be educated on the signs and symptoms of potential suicide risk and react appropriately. In all attempt suicides, or successful suicides, deputies are to be aware of and follow proper first aid, Cardio-Pulmonary Resuscitation (CPR), and emergency procedures.

III. DEFINITIONS:**IV. PROCEDURES:****IDENTIFICATION:**

The first step in suicide prevention is the Intake Medical Screening process that takes place at intake. The deputy will ask the inmate a series of questions that, based on the responses, are intended to identify an inmate that may be suicidal. The deputy will note anything observed that could indicate suicidal tendencies.

ASSESSMENT:

If a deputy feels that a particular inmate is a suicide risk, mental health staff and the on-duty Supervisor are to be notified and an evaluation of the inmate requested. Once the mental health worker has completed an evaluation of the inmate, jail staff will consider the recommendations that mental health makes regarding precautions and housing.

MONITORING:

Whenever possible, suicidal inmates will not be left alone within the facility. If placed alone in a camera cell, a log will be initiated, documenting the inmate's status twice, every 30 minutes, in approximately 15-minute increments by using direct visual observation.

Santa Barbara County Sheriff's Office

Custody Operations – Policy and Procedures Manual

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Page: 1 of 2	Revision Date: 12/2013	Review Date: 4/2015

HOUSING:

If the Intake Medical Screening assessment indicates or the deputy(s) feels an inmate may have suicidal tendencies, the inmate should not be placed in a single person cell. If the inmate exhibits behavior indicating an immediate danger to themselves or others, the inmate will be placed in a safety cell. The procedures for use of the safety cell will be adhered to and a Safety Cell Report shall be written.

REFERRAL:

After evaluation by mental health staff and the Crisis and Recovery Emergency Services (CARES) team, the suicidal inmate may be transferred to the Santa Barbara County Psychiatric Health Facility (PHF) for treatment, per Welfare and Institution Code § 5150.

COMMUNICATION:

During the receiving process, if an inmate indicates they may be a suicide risk, the receiving deputy will notify the on duty medical and/or mental health staff via radio, who will respond to further evaluate the inmate. Mental health also receives information from the Classification Unit on a regular basis regarding housing assignments for mental health clients.

NOTIFICATIONS:

In the event of a jail suicide or attempt suicide involving serious injury, the notification procedure in the policy, 205. Significant Incident Alert Notification List, will be followed.

REVIEW:

The Criminal Investigations Division or Risk Assessment Unit, as deemed appropriate shall investigate all jail suicides.

Safety Cell De-escalation Plan

Goal: Providing de-escalation services to inmates within 0-12 hours (and thereafter if applicable) of placement in a safety cell with the goal of stabilization and return to regular housing.

1. 0-12 Hours in a Safety Cell:

- a. Whenever possible, mental health personnel will provide immediate intervention prior to placement into a safety cell for those inmates who display signs of psychosis or verbalize an intention to harm themselves or others only during scheduled duty hours (0700-2300).
- b. If not evaluated prior to placement in a safety cell, mental health personnel will assess inmates within the first hour of placement only during scheduled duty hours (0700-2300).
- c. During scheduled duty hours (0700-2300), mental health personnel will evaluate an inmate for continued retention every 4 to 5 hours in a 24 hour period.
- d. An evaluation for retention will be completed at the end of each day by mental health personnel.
- e. During scheduled duty hours (0700-2300), the psychiatrist will examine inmates in safety cells. On call psychiatry services are available 24/7.
- f. Mental health personnel will document current mental health status, risk assessment, and therapeutic interventions at every interaction with inmates.
- g. At or before 12 hours in a safety cell, mental health personnel will complete the "Safety Cell Step Down" form.

2. 12+ hours in a safety cell:

- a. The "Safety Cell Step Down" form is completed.
- b. C.A.R.E.S. Mobile Crisis Unit will be called for a 5150 evaluation.
- c. Mental health personnel will also work in conjunction with C.A.R.E.S. for appropriate treatment for inmates.
- d. Mental Health personnel will continue with 1.c., d., and e. above.
- e. Mental Health personnel will follow up regularly with C.A.R.E.S. to inquire about evaluation and placement.

