Agreement with California Forensic Medical Group (CFMG) for Healthcare Services at Sheriff and Probation Custodial Facilities

Attachment B

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. The Contractor shall complete the mandatory health data reports specified in ExhibitsSI-1 and I-2 Mandatory Reporting and submit to the Health Services Lieutenant and the Public Health Department designee by the 15th of the following month.

1.1 Receiving Screening

A. The Contractor shall engage a Registered Nurse (RN) to conduct a full Receiving Screening on all new detainees within two hours of arrival at the jail facility (Main Jail and Northern Branch Jail) reception area, absent exigent circumstances. Licensed vocational nurses (LVNs) and licensed psychiatric technicians (LPTs) may assist the intake RN with the screening to the level of their license, but the RN will be responsible for seeing all intake patients, examining them, documenting the findings, and confirming and signing off on tasks that the LVN or LPT has performed.

B. Receiving Screening shall protect detainee confidentiality.

C. Receiving Screening shall assess a detainees health status, determine if the detainee can be medically maintained at a Jail, and identify immediate medical, behavioral health, disability, dental, and prescription drug needs. At a minimum, the Receiving Screening shall include, but is not limited to written documentation of:

1. Direct visual observation, a clinical screening interview, identification of all current and immediate healthcare needs, including a review of any behavioral or medical health information electronically or on request for release of information (ROI).
2. Current illnesses and health problem, including but not limited to any chronic health conditions, presence of infectious disease, current symptoms and/ or history of mental illness, medication (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 for maternity needs for pregnant females, if pregnancy is known. Referral to Santa Barbara County Public Health Department (PHD) or to the pregnant inmate's physician if currently an active patient of a community OB provider, by the next business day when pregnant inmate reports active use of drugs or alcohol.
3. Except when pregnancy is already confirmed, a pregnancy test will be conducted on all female detainees less than 50 years of age and who do not have a history of sterilization (tubal ligation or hysterectomy). Detainees may opt out of pregnancy testing but shall not receive any medication until pregnancy testing is completed, except when medically necessary to prevent harm to the patient or fetus. Contractor will flag medical record accordingly.

4. Behavioral observations, including state-of-consciousness, mental status, suicidal ideation and whether the detainee 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. Documentation of whether the detainee has a usual source of healthcare in the community and if so, the name of the provider.
8. Presenting a HIPAA-compliant, County agreed upon, universal release of information (UROI) form for detainee signature, allowing the Jail to request and obtain medical and/or behavioral health information and to coordinate detainees care at release with community providers and insurers as necessary. If the UROI cannot be presented and consented to at the time of receiving screening, a re-attempt to present the UROI will occur before or at the time of the Initial Health Assessment (no greater than 14 days from time of detention into the facility).

D. The Contractor shall use a standardized medical history form within the Electronic Medical Record (EMR) system that has been approved by the County to record the information from the Receiving Screening. Contractor shall meet annually with the Jail Health Services Lieutenant, Behavioral Wellness Department (BWD), and PHD designees to review the standardized medical history form and collect feedback on potential updates to the form and shall notify such persons of changes to the standardized form. This medical history form shall be included in the health record of the detainee.

E. The Contractor shall ensure that emergency contraception is available at the time of the Receiving Screening.

F. Based on the screening and assessment, the RN shall make referrals of the detainee for medical, mental health, dental services, and CalAIM 1115 Demonstration reentry services, including identification of need for behavioral health links. Patients with emergent medical conditions shall be treated or sent out for emergency treatment immediately. Other referrals shall be categorized as urgent or routine and appointments shall be scheduled so that urgent needs are addressed within 12 hours and routine needs are addressed within five days. For detainees who the RN has identified as in need of urgent attention during the Receiving Screening, bridge medications shall be addressed within 24 hours of arrival at the jail and the initial health assessment shall be completed within 48 hours from detainee arrival. When a detainee indicates prescription drug utilization, the Contractor shall make every attempt to initiate verification of the medication within 12 hours and provide the medication within 24 hours. The Contractor shall make every effort to bridge all Medication Assisted Treatment (MAT).
   1. No outside medications will be used to treat a detainee unless the medication is critical and otherwise is not available. Notification of such outside medication use shall be provided to the Public Health Department within 48 hours.
   2. Onsite or on-call positions must bridge all verified, valid prescriptions for detainees entering the jail on prescribed medications within 24 hours of their admission to the jail inclusive of Psychotropic medication.
   3. Where medication is verified, the QHP may administer "bridge" medication from the current medication order of record until the detainee has a face-to-face appointment with a medical or psychiatric provider. Psychotropic bridge medication should be the same medication as the detainee received in the community, regardless of its formulary status.

G. 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 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 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.

H. The Contractor shall screen all detainees for tuberculosis (TB) and implement follow-up care that complies with guidelines from the Centers for Disease Control and Prevention and County Health Officer. Detainees with active symptoms shall be isolated until TB infection has been ruled out. A test for tuberculosis will be conducted at receiving screening and be read in the required timeframe. If the test is not placed at the receiving screening, the test will be administered and read, prior to the initial health assessment.

I. The Contractor will ensure processes are in place to revisit the receiving screening form for detainees who refuse to participate in providing information during the initial receiving screening and a process is in place to screen individuals for Medi-Cal eligibility and pre-release services on an ongoing basis, including via clinical assessment, medical record review, and self-attestation.

1.2 Detoxification and Withdrawal

A. 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. Clinically appropriate Detoxification/withdrawal protocols shall be implemented immediately including referrals for MAT assessment. The Contractor shall adhere to Remedial Plan requirements regarding withdrawal monitoring. Contractor will develop policies and follow current and emerging community standards of care to address detoxification and withdrawal in accordance with the Bureau of Justice Assistance's (BJA's) Withdrawal Management Guidelines. The Contractor shall adhere to the American Society of Addiction Medicine's (ASAM's) most current guidelines to determine whether initiation or withdrawal services shall be administered at either facility or other off-site healthcare centers. Contractor policies must align with the County's written policy for managing substance withdrawal required in the Remedial Plan. up to and including Medication assisted treatment.

B. The Contractor may use information and observations provided by custody staff about detainees undergoing withdrawal/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 shall include withdrawal timelines, signs and symptoms to a variety of substances common and uncommon to the local population.

D. The Contractor will recommend the co-location of individuals experiencing drug and/or alcohol withdrawal in a manner that ensures adequate monitoring of each individual and consistency with current federal guidelines and the Remedial Plan.

1.3 Initial Health Assessment

A. The Contractor shall use validated evidence-based tools for screening of behavioral health needs that are applicable for use in justice settings that have been approved by the County. For co-occurring disorders, a combination of screening tools may be used.

B. 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.

C. Medical, behavioral health, and dental components of the Initial Health Assessments shall be conducted by a licensed Qualified Health Professional. If an RN is conducting the behavioral health and oral health components of this assessment, the RN shall be trained by the responsible dentist and/or mental health provider and in accordance with all National Commission on Correctional Health Care (NCCHC) requirements for content, treatment, and documentation.

D. Consistent with CalAIM, individuals who meet the eligibility criteria for specialty mental health services (SMHS) following the provider assessment, will be referred to BWD and connected with a SMHS, NSMHS, or private provider 90 days prior to release to facilitate continuity of care.

E. Consistent with CalAIM, individuals who meet the diagnostic criteria for an SUD diagnosis following the provider assessment will be referred for the Drug Medi-Cal Organized Delivery System (DMC-ODS) will be connected with a DMC, DMC-ODS or Private Provider 90 days prior to release.

F. 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 detainee 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. Reading of the TB screening test shall be completed no later than the initial health assessment.
8. Lab and/or diagnostic tests for medical conditions, such as baseline peak flow measurements for detainees with asthma, baseline blood glucose measures for detainees with diabetes.
9. The Contractor shall have the ability (during day hours) to perform complete blood count (CBC) and urine toxicology tests for purposes of medical clearance into the jails.
10. Notation of physical disabilities and accommodations necessary to comply with the ADA.
11. Contractor shall collect data and information to assist in the necessary assessments and perform applicable assessments that are a part of the whole person assessment per CalAIM and/or other requirements.

G. The onsite Physician or Health Care Practitioner shall review and sign all non-urgent comprehensive Initial Health Assessment findings (including medical, behavioral and oral

health findings) within 5 business days of each Initial Health Assessment and direct appropriate disposition and/or care plans. Specific problems shall be integrated into an initial problem list, and diagnostic and therapeutic plans for each problem shall be identified as clinically indicated.

H. The Contractor shall put in place policies and procedures to efficiently screen and assess individuals recently released and rebooked. The Contractor shall implement a policy and procedure whereby information obtained from a detainee's recent intake/booking within a reasonable period (e.g., 14–21 days) is reviewed and only interview detained individuals for their current status and changes since the last booking. 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 detainee access to sick call services. A detailed sick call process has been designed to support detainee access and this analysis. The Sick Call process shall be designed and carried out by the Contractor. The Sick Call process must comply with NCCHC and Remedial Plan guidelines. County reserves the right to approve the Sick Call process and to request changes to the Sick Call process. The Sick Call process is described below:

1. The Contractor shall provide medical care and mental health care for detainees at scheduled sick calls every day, per NCCHC (NCCHC 2018 J-E-07). The Contractor shall provide onsite medical provider and nursing services during scheduled clinic hours that are prearranged with security staff who will be responsible for the Contractor's safety. The Contractor shall provide physicians or mid-level providers and nurses to conduct sick call hours daily during times coordinated with custody, including weekends and holidays, while being mindful of lockdown times and meals. The Contractor will provide sick call lists to the designated correctional staff member(s) no later than the start of each shift.
2. Detainees complete written sick call requests and place them in a locked box within housing units or hand them to a nurse during medication delivery on the housing unit.
3. All sick call requests shall be collected by nursing staff at least twice every 12 hours. The nurses shall time, date, and initial every sick call request upon receipt of the sick call request form. A face-to-face evaluation with every detainee who submits a sick call slip must be documented on the sick call slip request form at the time of pick up.
4. 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 Emergent, Urgent, or Routine. Triage time, date, disposition, and reviewer shall be documented on the original sick call request.
5. The RN shall resolve sick call requests triaged as Emergent, Urgent, or Routine within the timeframes indicated in the Remedial Plan.
    i. Detainees with sick call requests triaged as Emergent shall be treated or sent out for emergency treatment immediately.
    ii. Detainees with sick call requests triaged as Urgent shall be seen by a provider as soon as possible for a sick call visit and within 12 hours of review by the triage nurse. For Urgent referrals that occur on the weekend when a provider is not on-site, medical staff shall complete a phone

consultation with the provider within 12 hours of review by the triage RN, with any clinically indicated treatment or follow-up provided. The provider will conduct a face-to-face appointment with the patient on the next business day.

a. Detainees with sick call requests triaged as Urgent by 2:00 pm on weekdays shall be placed on that day's sick call schedule. The Contractor shall ensure that the daily schedules allow for same-day appointments.
b. For Urgent sick call requests triaged after 2:00 pm on weekdays or on weekends, the RN shall conduct a sick call visit with the detainees and correspond with the on-call provider as necessary to address their needs that day.

iii. Sick call requests triaged as Routine shall be resolved by the RN within 48 hours of triage.

a. For Routine sick call requests that involve a clinical symptom, the RN shall conduct a sick call visit with the inmate.
b. 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 individual. For example, if a sick call request states the individual needs an acid reflux medication renewed, the RN may schedule a provider visit to review medications without seeing the individual. Where the individual is not seen by the nurse, but an action is taken on the individual's behalf, the action shall be communicated to the individual 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 Emergent, Urgent, 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 Routine referrals within 5 days (medical), 7 days (mental health) and 14 days (dental) of the provider's receipt of such referral, or sooner if clinically indicated.
F. The Contractor shall utilize a sick call request form that contains all of the information described above that has been approved by the County.
G. The Contractor shall maintain a log of every sick call request, indicating date/time of receipt, date/time of triage, date/time/disposition by nursing, and date/time of clinical follow up. This information shall be tracked in the EMR, along with the ability to produce utilization and trend reports.
H. The Contractor shall examine and treat detainees in restrictive housing or who are otherwise unable to attend sick-call in a clinically appropriate designated area within the restrictive housing area.
I. The Contractor must respond and shall render emergency care at any location within the Correctional facilities.

Primary Care

2.0 Immunizations

A. Contractor will review the health history and status of patients during initial health assessment and periodic physical examinations. Appropriate immunizations for health history and age will be offered to all adult detainees, including but not limited to annual influenza immunization according to policies approved by the County. Contractor shall provide documentation of refusal should detainee refuse immunization. The Contractor shall administer a process to annually review and update immunizations in accordance with CDC and ACIP guidelines.

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.
   2. Testing for sexually transmitted diseases and HIV/AIDS on detainee's request.
   3. PPD testing for TB of all detainees expected to stay more than 14 days, which shall occur as soon as possible, and the test will be administered and read, prior to the initial health assessment, no longer than day 14 of incarceration.
   4. TB-related chest X-rays conducted on site by contracted mobile X-ray provider
   5. Protocols for managing outbreaks for infectious diseases as directed or approved by PHD.
   6. Infection control reporting to Sheriff and to PHD.
   7. The Contractor shall collaborate with PHD to identify any significant emerging public health events in the community and consider Health Officer recommendations.

B. The Contractor will cooperate with Disease Control investigations and inquires related to reportable diseases and provide requested medical records in a timely manner.

2.2 Preventive Care

A. The Contractor shall design and administer a process to identify detainees incarcerated for more than one year so that Contractor can provide age and gender-appropriate clinical preventive services. The Contractor shall submit a protocol for clinical preventive services for review and approval by the County.

B. A comprehensive health appraisal that includes age and condition indicated health maintenance, including mammograms, colon cancer screening, Pap smears, and vaccinations shall be performed annually based on a detainees' term of incarceration.

C. The Contractor shall ensure a process is in place to provide clinical consultations as per Section 8.5 of the CalAIM Policy and Operational Guide. Clinical consultations, based on the care manager's needs assessment, must occur within the first 21 days of the activation of the JI aid code.
   1. Physical health clinical consultation services include a scope of services that enable diagnosis, evaluation, treatment, stabilization, and support reentry coordination activities for any qualifying conditions. Physical health clinical consultations will include applicable evaluation and management (E/M) Current Procedural Terminology (CPT®) codes to diagnose, treat, and stabilize physical healthcare conditions.

D. The Contractor shall ensure a process is in place for the provision of lab/radiology services within the first 21 days of JI aid code activation based on the care manager's needs assessment and clinical consultations.

2.3 Chronic Care

A. The Contractor shall monitor detainees identified as chronic care and treat in accordance with Nationally accepted guidelines. The Contractor shall provide a list of chronic diseases that will be monitored and treated in the incarcerated population in accordance with nationally accepted guidelines. The list shall include, at a minimum: cancer, autoimmune disease, diabetes, asthma, SUD, SMI, hypertension, coronary artery disease, asthma/chronic obstructive pulmonary disease, high cholesterol, seizure disorder, liver disease (including hepatitis), kidney disease, sickle cell disease, anticoagulation therapy HIV/AIDS in accordance with evidence-based guidelines and NCCHC standards.

B. The Contractor shall establish and maintain an electronic registry of all detainees with the identified chronic diseases. The chronic care list shall identify indicators of the level of control for each inmate with each condition, and scheduled testing and treatment in compliance with nationally accepted evidence-based guidelines. The Contractor shall be able to report on the number of detainees with each condition, levels of control, and other population health management data.

C. The Contractor shall implement a chronic care program that includes all of the following:
   1. Guidelines for establishing level of control and follow up schedules in accordance with level of control.
   2. Guidelines for treating, testing, and monitoring each condition.
   3. Self-management strategies and patient education for detainees with chronic disease provided by Contractor nursing staff (which can include group classes).
   4. Patient education materials.

D. Any changes to the chronic disease/care guidelines shall be reviewed and approved by the PHD, which may recommend revisions to mirror local practices and PHD approaches.

2.4 Treatment Plans

A. For each detainee with acute, complex, high risk, or other special medical conditions or needs requiring close supervision including chronic and convalescent care, the Contractor shall develop a written individualized treatment plan, the format of which shall be approved by the County. In developing the treatment plan, the Contractor shall include input from the detainees and custody staff as appropriate.

B. The individualized treatment plan shall include directions to health care and other personnel regarding their roles in the care and supervision of the inmate. The treatment plans shall follow standard of care evidence-based clinical treatment protocols for management of health conditions. The treatment plan shall be updated at each clinical encounter. Treatment plans for chronic conditions shall be reviewed by a Qualified Health Professional or Qualified Mental Health Professional at least every 90 days.

C. The Contractor shall communicate treatment options and treatment steps that will be taken with the inmate both verbally and, if requested, in writing.

D. The Contractor shall consult with PHD regarding individualized treatment plans for patients with acute, complex, high risk or other special medical conditions or needs, and shall consider all PHD recommendations related to such.

E. Treatment plans for people with behavioral health, OUD/AUD/SUD, must be created collaboratively and may not limit types of medication, dosages, or treatment duration, in accordance with nationally recognized standards.

Specialty Health Services

3.0 Pregnancy

A. The Contractor shall perform a pregnancy test during Receiving Screening and Initial Health Assessment in accordance with Sections 1.1 and 1.3 herein. detainees capable of becoming pregnant who opt out of a pregnancy test may not receive any prescription or over-the-counter medications until pregnancy testing is completed and documented, unless medically necessary to prevent harm to the patient or fetus.

B. When a pregnant detainee reports active drug or alcohol use at Receiving Screening, the Contractor shall contact the on-call provider immediately while conducting the Receiving Screening to confer on a plan for managing the patient and avoiding withdrawal and considers the gestation; type, amount, and duration of substance use, and the woman's medical, mental health and Substance Use Disorder (SUD) history in accordance with ASAM guidelines

    1. The Contractor shall have a policy that is approved by the County for notification of PHD OB/GYN services or a patient's active community OB/GYN within the next business day.

C. Pregnant detainees who are on Methadone or Buprenorphine at the time of arrest shall be maintained on Methadone or Buprenorphine during incarceration.

D. PHD shall provide prenatal care to detainees. The Contractor shall be responsible for arranging and tracking all health department prenatal appointments and for other services ordered by PHD for pregnant detainees, 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 NCCHC 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.
    7. Postnatal care services including lactation services available and postpartum care.

3.1 Other Women's Health Services

A. The Contractor shall ensure all detainees who can become pregnant receive comprehensive and standardized "well woman" gynecological healthcare services according to PHD approved clinical guidelines, including age-appropriate GYN and breast cancer screening.

B. The Contractor shall ensure that emergency contraception is available at Receiving Screening and, if indicated, during incarceration.

C. The Contractor shall continue contraception in use at the time of arrest, for purposes of medical stability and pregnancy prevention.

D. The Contractor shall advise detainees who can become pregnant about options for long-term contraception at release during routine well woman care.
E. Preventive services for female detainees, including mammography and gynecologic cancer screenings, shall be provided in compliance with section 2.2-Preventive Care.
F. Contractor shall comply with the Sheriff's Office lactation guidelines contained in the Sheriff's Health Care policy.

3.2 Health Evaluations of Detainees in Restrictive Housing

A. The Contractor's Qualified Health Professional shall evaluate the physical and mental health of detainees during restrictive housing. The Sheriff's Office will notify Contractor prior to placement in restrictive housing. Upon notice from the Sheriff that an detainees will be placed in restrictive housing, the Contractor's Qualified Health Professional shall review the detainee medical record for any existing medical, mental health, and/or dental conditions that contraindicate restrictive housing or require accommodation and provide documentation to Sheriff staff within 12 hours.
B. The Contractor shall evaluate segregated detainees daily by a Qualified Health Professional and three times a week by a Qualified Mental Health Professional and document findings on a form that has been approved by the County and becomes part of the detainee's medical record. Changes in inmate health status resulting from restrictive housing shall be brought to the attention of Sheriff staff and a medical or mental health referral submitted, as necessary.
    1. The check-in shall include the following:
        i. Conversation with each detainee;
        ii. Visual observation of the individual's cell, including the cleanliness of the person's clothing and bed linens;
        iii. Inquiry into whether the person would like to request a confidential meeting with a mental health or medical professional.
    2. For purposes of this Agreement, "Qualified Health Professional" means Physicians, physician's assistants, nurses, nurse practitioners, dentists, Qualified Mental Health Professionals, and others who by virtue of their education, credentials, and experience are permitted by law to evaluate and provide health care to patients.
    3. For purposes of this Agreement, "Qualified Mental Health Professional" means psychiatrists, psychologists, master's level social workers, licensed professional counselors (including licensed MFTs), licensed nurses, or others who by virtue of their education, credentials, and experience are permitted by law to evaluate and provide mental health care to patients.

3.3 Other Special Populations

A. The Contractor, in cooperation with the Sheriff, Probation, and PHD shall develop policies and procedures and individualized clinical treatment plans to ensure that special populations receive timely, appropriate, and evidence-based care. Special populations include (but are not limited) to individuals with the following conditions:
    1. Transgender detainees
    2. Detainees 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 another cognitive dysfunction

6. Other medical or mental health conditions that create special needs

3.4 Detainees Needing Disability Accommodations

A. The Contractor shall identify and document in the medical record clinical accommodations necessary to comply with the Americans with Disabilities Act (ADA). This shall include but is not limited to personal care assistance, equipment, mobility, accommodations for meals, medication, work, or activities. Special accommodations or needs shall be communicated in writing to Custody.

B. The Contractor shall report all detainees with physical, developmental or intellectual disability needs to custody staff for inclusion in the facilities ADA tracking system by completing a medical treatment order (MTO) and delivering the MTO to custody staff. Where a clinical accommodation has been ordered, the Contractor shall flag the detainee's medical record such that the accommodation is readily identified in the event of a future incarceration.

C. The Contractor shall collaborate with Custody to ensure that inmate needs for assistance with Activities of Daily Living (ADL)s are met consistently and by appropriate personnel.

3.5 Medications for Addiction Treatment

Contractor shall adhere to County's plan for treating patients with substance use disorders including alcohol or opioid use disorder using medications for addiction treatment (MAT) consistent with the BJA Withdrawal Management Guidelines and American Society of Addiction Medicine, as follows:

A. The Contractor will use the most recent evidence-based SUD screening instruments, such as:
   1. The National Institute on Drug Abuse's (NIDA's) modified Alcohol, Smoking and Substance Involvement Screening Test (ASSIST)
   2. Texas Christian University Drug Screen 5
   3. Tobacco Alcohol Prescription Drug Screen (TAPS)
   4. Other evidence-based screens that the County has approved

B. For people incarcerated 30 days or longer, ensure an ASAM criteria assessment is completed within 30 days of first visits with a QMHP and/or an SUD counselor.

C. The Contractor must have a process in place for a qualified treatment provider to determine whether individuals who screen positive for SUD or who later report an SUD-associated craving require treatment. In addition, the Contractor must have a process in place to ensure all individuals receive timely treatment to initiate and provide medication as soon as the need is identified. Treatment will be maintained throughout incarceration to ensure that medications for SUD are provided as soon as possible in alignment with clinical indications, especially in the presence of withdrawal symptoms.

D. The Contractor shall provide medically indicated withdrawal treatments per NCCHC standards for health services in both adult jails and the JJC.

E. All FDA-approved medications for SUD/alcohol use disorder (AUD) will be available per the CalAIM Policy and Operational Guide. The Contractor shall have a relationship with a narcotic treatment provider (NTP) or partner with one that is qualified to prescribe and/or continue methadone treatment.

F. The Contractor must have policies and processes in place that allow for the provision of MAT options for SUD, including methadone, which would be available to individuals if they were living in the community.

G. The Contractor must have policies and processes in place to cover and promote all medications for the treatment of SUD, including opioid use disorder (OUD) and AUD covered under Medi-Cal; at a minimum, MAT must include access to at least one agonist medication (i.e., either methadone or buprenorphine) for OUD.
H. The Contractor must ensure that people who need methadone treatment, including both induction and continuation, receive it continuously throughout their incarceration. The Contractor will be responsible for observed dosing of methadone by a certified NTP.
I. The Contractor must have a process in place to continue any agonist medication prescribed in the community for the duration of incarceration (i.e., including full agonists such as methadone and partial agonists such as buprenorphine) and all FDA-approved medications for the treatment of SUD within 24 hours of intake assessment.
J. The Contractor must ensure assessment and provision of medication continuation and withdrawal management are available daily, to prevent gaps in care that can unnecessarily precipitate or sustain withdrawal.
K. The Contractor will develop treatment plans in collaboration with the patient and ensure treatment plans do not limit types of medications, dosages, or treatment duration.
L. The Contractor must have a process in place for pregnant and postpartum individuals to receive specialized treatment services to reduce health risks and prescribe all pregnant females with a history of using any opioid, whether prescribed or illicit, medication for Opioid use disorder (MOUD) to avoid any opioid withdrawal, to prevent harms to both mother and the fetus.
M. Protocols and nursing guidelines shall be operationalized that outline screening, ongoing assessment and management of people who are displaying symptoms of withdrawal or who are at risk for withdrawal from opioids, alcohol, benzodiazepines, or other substances. The development of the protocols and guidelines shall be physician-led by specialist(s) in addiction medicine and follow national guidelines and clinical best practices. The Department of Public Health Director, or designee and responsible physician shall review and approve the program's protocols and guidelines. Program protocols shall:
N. Support evidence-based dosing, urine drug screening, diversion control through ongoing monitoring and risk mitigation, patient encounters/consent, and tapering to eliminate limits on the types of medication, dosages, or duration of treatment
O. Direct the management of detainees under the influence of or undergoing withdrawal from alcohol, sedatives, opioids, and other substances
P. Clearly outline the services available within the facility and the housing areas where these services are offered
Q. Outline processes to ensure detainees and staff—both medical and custodial—are educated on MAT and naloxone use
R. Safe storage of SUD medications and appropriate safeguards
S. As part of the model of care proposed for addressing SUD, the MAT program shall include identification, continuation/induction, maintenance, and discharge planning. It is critical that a review of the patient's medication be reviewed with the patient at discharge.
T. The Contractor shall refer all detainees with suspected or confirmed SUD to behavioral health service providers for counseling and other wraparound services, leveraging Behavioral Health Linkages staff when appropriate.
U. The Contractor will have a process to transition individuals receiving SUD medications to community providers through a warm handoff, leveraging Behavioral Health Linkages staff when appropriate.

V. The Contractor will have policies in place to provide a 30-day supply of take-home SUD medication in hand upon release to meet the need between release and transition to a community provider, with a prescription for refills as clinically appropriate.
W. The Contractor shall ensure there are processes in place to provide naloxone upon release with education materials regardless of history with OUD.
X. The Contractor will ensure policies and procedures are in place to ensure provision of medications in hand for those with short-term stays as consistent with the short-term model in the CalAIM Policy and Operational Guide.
Y. Contractor shall develop a written discharge plan for all detainees in this program and communicate with the County or community provider who will continue MAT out of custody, leveraging Behavioral Health Linkages staff when appropriate. This discharge plan shall be initiated within 72 hours upon being enrolled into the MAT program.
Z. Contractor shall keep statistics on the above detainees that are part of the Jail's MAT program as outlined in Exhibits I-1 and I-2.

3.6 Care for the Terminally Ill

A. The Contractor shall provide a plan to care for terminally ill people, including services for end of life decision-making, per NCCHC guidelines.

3.7 Health Education and Promotion

A. The Contractor shall create a plan to engage detainees in health education and promotion per NCCHC guidelines. including healthy lifestyle promotion, availability of family planning services (PC 4023.5), medical diets, tobacco use, diabetes treatment education, and other chronic disease-related information.
B. The Contractor shall offer comprehensive psychoeducational courses to detainee groups annually with a suggested schedule of at least three courses each quarter. The Jail Programs Unit (JPU) will work with the Contractor to identify schedules, classrooms, and participants. The Contractor shall provide full curricula including media and handouts that the JPU will approve prior to use. Such courses may include mood management, medication management, and activities of daily living.

3.8 Family Planning Services

A. The Contractor must provide education on family planning to all detainees as well as offer birth control including emergency contraception and appropriate long-term contraceptive options in compliance with NCCHC standards (PC 3409).
B. The Contractor will need to coordinate with outpatient providers for pregnancy termination services in accordance with Title 15 CCR and California Penal Code, Section 3405, requirements.
C. The Contractor shall provide assistance to detainees seeking to end a pregnancy. According to Penal Code 4028, no condition or restriction shall be imposed upon any woman seeking to obtain an abortion while in the County Jail, pursuant to the Therapeutic Abortion Act (Chapter 11, Commencing with Section 25950, Division 20 of the Health and Safety Code) other than those contained in that legislation. Women found to be pregnant, and desiring abortions shall be permitted to determine their eligibility for an abortion pursuant to law, and if determined to be eligible, shall be permitted to obtain an abortion. In addition, the Contractor shall comply with the detainees' rights regarding sterilization. Absent the need for a sterilization procedure to be performed in an immediate emergency to save the detainees' life, the individual person has the following rights (CA§3340):

1. May refuse the treatment or procedure
2. May request a second opinion from a physician who does not work for the County overseeing the detainees' confinement or the Contractor
3. May request a less invasive or less permanent treatment or procedure
4. May request all information regarding the treatment and procedure, including effects of sterilization, permanence, side effects, and long-term impact on health
5. May request psychological and/or medical follow-up care.

3.9 Optometry

A. Optometry services for the adult jails currently are provided off site, but the County will consider options to provide these services on site through the Contractor, including the County purchasing and/or cost sharing for the necessary equipment. Contractor shall address how these services will be provided in the adult facilities with considerations to the following:
   1. Scheduling of offsite appointments in coordination with County transportation availability.
   2. Prioritizing canceled, roll-over appointments, or appointments that have been tasked greater than 30 days. Optometry services for the JJC are conducted off site.

3.10 Dental Services

A. The Jail includes a dental operatory and equipment which the Contractor may utilize. The preventive oral health education to each inmate within one month of admission.
B. Contractor will conduct an oral screening no later than 14 calendar days from intake. If the Instructions on oral hygiene and preventive oral education are given within 14 days of admission.
C. Contractor staff shall categorize dental referrals as Emergent, Urgent or Routine. The Contractor shall address emergent dental conditions shall be treated or sent out for emergency treatment immediately. Urgent needs within 48 hours and Routine needs within 30 days. Pregnant women shall be given priority.
D. The Contractor shall maintain a registry of detainees incarcerated longer than one year and shall conduct an oral health examination and provide appropriate prophylactic care to detainees after one year.
E. The Contractor shall report the average patient wait time for initial dental appointments and submit it monthly to the MAC.

Behavioral Health

4.0 Mental Health Assessment and Evaluation

A. In accordance with NCCHC guidelines, an initial mental health assessment must be performed within an appropriate timeframe following intake, and any referrals based on the results of such assessments shall be made according to the emergent, urgent, and routine mental health referrals described below.
B. The Contractor will use behavioral health screening and assessment tools, as agreed upon with the Santa Barbara County Department of Behavioral Wellness, to determine whether a detainee requires a link to behavioral health services.

C. Behavioral health clinical consultation services include those that enable diagnosis, evaluation, treatment, and stabilization and that support reentry coordination, including linkages to providers of SMI and SUD care. Behavioral health clinical consultation includes outpatient services covered in the State Medicaid plan rehabilitation benefit to diagnose, treat, and stabilize behavioral health conditions.

4.1 Referrals

A. The Contractor shall conduct a thorough behavioral health assessment on any detainee referred through Receiving Screening, detainee self-referral, or by a medical or dental provider, nursing, custody, or another detainee. Medical, dental and nursing staff shall categorize referrals as Emergent, Urgent or Routine. The Contractor shall address Emergent needs within 4 hours or sooner if indicated, Urgent needs within 24 hours and Routine needs within and 7 days for healthcare requests that are not determined to be emergent or urgent or sooner if clinically indicated.

1. Emergent in the context of a medical care referral means a medical care referral or request that manifests itself by acute symptoms of sufficient severity such that the absence of immediate medical attention could reasonably be expected to result in serious disability or death. Emergent medical conditions include shortness of breath, uncontrolled bleeding, seizures, chest pain, and hypoglycemic shock. Emergent medical care conditions are treated as an emergency by the County. Within the context of mental health referral or request, "emergent" refers to acute symptoms in which the patient is in immediate danger to him(her) self or others. Emergent mental health conditions include a patient reporting suicidality or command hallucinations to harm self or others, or who is actively engaging in self-inflicted bodily harm. Emergent referrals shall be treated or sent out for emergency treatment immediately.
2. Urgent means a medical or mental care referral or request that manifests itself by acute symptoms of sufficient severity that if services are not urgently received, the patient's situation could deteriorate to the point that emergent services are necessary. Urgent medical conditions include hives, abscesses, allergic reactions, signs and symptoms of cardiac conditions, and hypo/hyperglycemia, threatening to harm themselves, patients expressing suicidal ideation without voicing a plan to engage in self-harm or otherwise acting on such ideation or threats. Patients with urgent medical conditions shall be placed on visual observation, with no more than a 4-hour lapse between medical evaluation times and seen by the provider within 12 hours of review by the triage RN. For urgent referrals that occur on the weekend when a provider is not on-site, medical staff shall complete a phone consultation with the provider within 12 hours of review by the triage RN, with any clinically indicated treatment or other follow-up provided, including bridging psychiatric medication. The provider will conduct a face-to-face appointment with the patient on the next business day.
3. Routine means a medical care or mental health referral or request other than an emergent or urgent medical condition. Routine medical conditions include colds, flus, complaints of pain, skin conditions, and special requests. Routine mental health conditions include the need for review of current mental health symptoms, current mental health treatment, refusal to answer medical intake questionnaire, reporting thoughts of hopelessness, worthlessness, or a history of

mental illness, or a current or history of substance abuse, violent behavior, or victimization. Patients with routine medical concerns shall be seen by the provider within five (5) days of review by the triage RN, or sooner if clinically indicated.

B. The Contractor must contact BWD within two business days of identifying active behavioral health patients that have been crossed referenced using the BWD EMR. The Contractor will coordinate care with the BWD.

4.2 Mental Health Programming

A. The Contractor shall deliver evidence-based mental health programming to detainees in General Population (GP), special housing, and restrictive housing. Services shall include screening and crisis management; clinical monitoring and support for detainees who are returning from a higher level of care; evidence-based treatment of serious mental illness; interventions to stabilize detainees 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 detainees with intellectual/developmental disabilities.

C. The Contractor shall develop referral criteria and policies regarding management, treatment, and placement of detainees with SMI.

D. The Contractor's mental health staff shall recommend appropriate placement in and discharge from the specialized mental health units and programs for detainees with mental illness based on clinical judgment. The Sheriff's Office shall incorporate the Contractor's clinical recommendations for placement consideration by the Sheriff's Office.

E. The County shall develop policies and procedures to house and treat detainees with mental illness at the clinically appropriate level of care.

F. The Contractor will work with the Sheriff's Office to maximize out of cell time and implement specialized mental health programming. The Contractor will address all needs of the Remedial Plan in collaboration with the Sheriff's Office.

G. The Contractor shall conduct regular multidisciplinary team meetings including Sheriff's Office staff (see below) to discuss the treatment and management of each inmate with SMI who is incapable of functioning in a general population setting or who is housed in a specialized mental health unit, to coordinate individual health, mental health, classification and discharge needs.

H. The County shall include the line officer, whenever possible, in the multidisciplinary treatment team meeting. The line officer shall provide day-to-day observations of detainees' functioning and receive input from the professional staff in management approaches.

I. The multidisciplinary treatment team shall determine which privileges and property shall be available to detainees. The QMHP shall provide input as to privileges and property for detainees on psychiatric observation or suicide watch.

J. Treatment staff shall provide all detainees on specialty units an enhanced individualized treatment plan documented on a medical record treatment plan form and completed within the first seven days of placement on that unit. These treatment plans shall be regularly reviewed and updated as needed by the multidisciplinary treatment team, with participation of the inmate.

K. The Contractor will work with the County to comply with requirements for treating individuals with serious behavioral health needs, which may result in the addition of additional behavioral health units.

L. For detainees 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.

M. For detainees with mental illness who are in restrictive housing, a Contractor's Qualified Mental Health Professional shall assess and provide appropriate interventions at least three times a week.

N. For detainees going through detoxification or that have been identified as potentially having a substance use disorder, a Qualified Mental Health Professional shall conduct an assessment and enroll individuals in substance use disorder (SUD) counseling upon completion of detoxification if applicable and Contractor shall complete referrals to the appropriate community resources for individuals before release.

O. 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.

4.3 Suicide Prevention

A. The Contractor shall maintain a suicide prevention policy in compliance with NCCHC guidelines.

B. The Contractor shall complete a full suicide assessment and collaborative safety plan of the patient. Contractor shall re-assess all detainees placed on suicide watch at least every 4 hours by a qualified medical professional and every 12 hours, or at more frequent intervals, by a qualified mental health professional. Decisions to end suicide precautions are solely the purview of the Contractor and must be made by a Qualified Mental Health Professional and documented on approved County forms.

C. If an inmate is housed in a safety cell, the Contractor shall ensure that the inmate is referred to BWD's Crisis Services within 12 hours of placement for inpatient placement evaluation.

D. Evaluation of suicide watch data will be a routine agenda item for the Quality Improvement Committee.

E. The Contractor shall collaborate with the Sheriff on programs designed to prevent suicide attempts. At a minimum, the Contractor shall conduct suicide prevention intervention and training for medical, mental health and Sheriff staff at least annually and to Custody Staff participating in the CORE Academy. In addition, the Contractor shall engage in ongoing consultative assistance and cooperation to improve program effectiveness.

4.4 Psychotropic Medication

A. For detainees 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. All non-bridge orders for psychotropic medication shall include documentation of the condition, expected results, and interval for clinical review, however bridge orders for medication shall include documentation of the patient's next scheduled provider visit.

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 dosage changes.

C. Psychotropic medications shall be reviewed by Contractor at intervals based on the detainee's level of stability. The Contractor shall use Psychiatric Nurse Practitioners, when possible, to co-manage psychotropic medications for detainees whose mental health conditions are stable, in order to maximize the ability of psychiatry to treat more acutely ill detainees.

4.5 Detainees with Co-Occurring Mental Health and Substance Use Disorders

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

4.6 Transfer Screening

A. Mental health staff or a qualified healthcare professional (QHCP) shall conduct a transfer screening on all patients returning from an off-site mental health facility to ensure continuity of care.

4.7 Crisis Services

A. Contractor shall collaborate with BWD when detainees are in crisis and/or assigned to safety cells. Contractor shall determine whether a detainee will need to be placed in or stepped down from a safety or observation cell. Contractor medical and mental health staff will have annual mandatory training (five hours) in mental health de-escalation, suicide prevention, first aid/CPR and any other training the County deems appropriate for managing crises inside the jails. Contractor will coordinate with BWD and Sheriff's Office to determine if a detainee is meeting criteria for a 5150 hold or not. Contractor and Behavioral Wellness staff will follow protocols outlined in the Jail Evaluation Protocols (see Exhibit L).

1. Contractor shall maintain a plan to administer psychotropic medications on an involuntary basis to people experiencing a mental health emergency under Title 15 CCR, Section 1217.
2. Contractor shall work to have select staff designated to identify detainees in need of a 72-hour Welfare and Institutions Code 5150 hold and must collaborate with the Sheriff's Office to transfer detainees as soon as possible to a treatment facility (a Lanterman-Petris-Short site). Contractor shall not be responsible for costs for detainees admitted to the County's psychiatric health facility (PHF).
3. Contractor shall have emergency on-call psychiatric coverage available from a licensed psychiatric provider 24 hours a day seven days a week.

4.8 Inpatient Psychiatric Care

A. Contractor shall facilitate timely referrals to and placements in inpatient care and other higher-level mental healthcare outside the facility for detainees in need of these services consistent with jail policy and following timeframes identified in the Remedial Plan. Detainees who require psychiatric inpatient care as clinically indicated will be placed in an acute care unit as soon as possible. Detainees on suicide precautions who show no improvement or continuing deterioration after 12 hours shall be transferred to an inpatient

mental health facility or hospital for evaluation and treatment. In all other cases, after 24 hours of being housed in a safety cell, detainees shall be transferred to an appropriate inpatient mental health setting or hospital, absent exceptional circumstances documented by clinical and custody staff.

Discharge Planning: Sheriff, Probation

5.0 Discharge/Reentry Planning and Services

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

B. Per CalAIM requirements, If the Contractor is NOT contracted to provide pre-release care management services, the Contractor will support the following pre-release care management activities:
   1. The Contractor will ensure a process is in place to assign an accessible pre-release care manager in accordance with guidelines in Table 11 of the CalAIM Policy & Operational Guide, including with support from the managed care plan (MCP), JI liaison, and/or Contractor directory.
   2. Upon the initiation of the CalAIM program by COUNTY, Contractor will collaborate with the MCP's pre-release care managers to ensure a whole person needs assessment, inclusive of SDOH, is conducted.
   3. The Contractor will collaborate with the MCP's in-reach pre-release care managers to ensure they have the information needed to coordinate all needed care as part of the reentry stabilization, treatment, and planning for release in alignment with the CalAIM JI requirements. This includes participation in warm handoffs with community-based providers and the MCP's pre-release care managers.
   4. The Contractor will support delivery of care management services, including scheduling an initial appointment and follow-up appointments between the individual and the pre-release care manager.
   5. The Contractor will work collaboratively with the in-reach MCP's pre-release care managers, various partners, and the detainees for the development of a reentry care plan.
   6. The Contractor's medical staff will participate in professional-to-professional clinical consultation and warm handoffs, per the CalAIM policy and operations guide.
   7. The Contractor's medical staff will coordinate with, assist, and share information with the pre-release care managers, enhanced care management (ECM)

providers, and community-based providers as needed, including attending reentry care coordination meetings.

8. The Contractor's responsibility for medical and behavioral healthcare services will end at the completion of the discharge process, including linkage to care, as appropriate.
9. Prior to discharge, the Contractor must appropriately connect the detainees, as applicable, for the continuation of care for medical and behavioral health services, per NCCHC guidelines (NCCHC 2018 J-E-10).
10. The Contractor will provide comprehensive discharge planning services that includes, at minimum, arrangement or referrals and connection to community medical and/or behavioral healthcare providers for follow-up services and provision of a 30-day supply of psychiatric and medical life-sustaining prescription medications, including MAT medications. In addition, handoffs for ECM and community support under the CalAIM initiative will be required.
11. The Contractor shall provide a team of licensed behavioral health clinicians to assist detainees with a diagnosed behavioral health condition with a referral to an appropriate community program including exchanging/releasing of healthcare-related information when release date is known.
12. The Contractor shall also coordinate care upon release of detainees needing follow-up care (for example: prenatal, post-natal, cancer therapy, etc.) to appropriate clinics and hospitals.

C. Consistent with the CalAIM guidance, the Contractor shall provide a minimum 30-day supply (as clinically appropriate) of covered outpatient prescribed medications and prescription OTC (over the counter) medicine to people upon release. Whenever possible, long-acting injectable psychotropics should be used at discharge for those people for whom it is clinically indicated.
D. At the jail's request, the Contractor should include a plan to supply naloxone upon discharge.
E. The Contractor shall establish procedures to facilitate the bridging of all MAT medications and therapeutic services with Behavioral Wellness, CenCal Health (the MCP), or other community groups receiving the patient into their MAT programs after discharge from the jail. Whenever possible, long-acting injectable MAT medications should be used at discharge for those people for whom it is clinically and socially indicated.
F. Connections to treatments should include collaborating with County discharge planners for continuity of care prior to release. Scheduled appointments shall be attempted and offered to all detainees with SMI prior to release at least three times before considered a refusal. All attempts and refusals must be documented in the Contractor's EMR.
G. The Contractor shall work with assigned staff from DSS, CenCal, or a community group to align with CalAIM legislation, tables 11 and 12 to coordinate enrollment, appointments, and connections to treatments prior to release. The Contractor shall demonstrate how it will address the sharing and collection of information within its EMR system for the purposes of documenting these services. The Contractor will be expected to maintain data and provide reports on all handoffs made to outside services for which the Sheriff's Office or Probation Department may be responsible.
H. The initial appointment with the pre-release care manager (embedded or in-reach) must be scheduled within eight days of pre-release service aid code activation. As a best practice, the initial appointment should be scheduled within two business days of aid code activation.

I. The Contractor will have a process to ensure that people who receive pre-release services are assigned pre-release care managers. If they are in-reach care managers, they will become the post-release ECM providers.

J. Presenting a HIPAA-compliant UROI form for detainee signature, allowing the jail to request and obtain medical and/or behavioral health information and to coordinate detainee's care at release with community providers and insurers as necessary. The Contractor shall develop and submit the form to the jail for approval. detainees

Health Services: Juveniles

6.0 General

A. The Contractor shall complete the mandatory health data report included in Section 15.13 Mandatory Reporting and submit to the Facility Manager and PHD by the 15th of the following month.

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 Medical Advisory Committee (MAC at each meeting. This report shall be reviewed by the Medical Advisory Committee (MAC) at each meeting. The MAC meetings (monthly) are a collaboration between the Sheriff's Office, medical provider and other stakeholders (e.g., Public Health, Probation, BWell, Social Services) to coordinate the healthcare systems through joint monitoring, planning and problem resolution.

6.1 Receiving Screening – Juvenile Justice Center (JJC)

A. Receiving Screening (RS) on all newly detained youth detainees will be conducted immediately by a Registered Nurse (RN) during hours of medical operation. When medical professionals are not onsite, a Custody Officer will conduct the Receiving Screening and share it with the Contractor as soon as possible.

B. Receiving Screening shall protect youth confidentiality.

C. The Contractor shall use a standardized intake screening form within the EMR system that has been approved by the County to record the information for the RS. Contractor shall meet annually with Probation, BWD and PHD to review the standardized form and collect feedback on potential updates on the form. The Receiving Screening form shall be included in the health record of the youth.

D. Receiving Screening shall assess the youth's health status, determine if youth can be medically maintained at the JJC, and identify immediate medical, behavioral health, disability, dental and prescription drug needs. At a minimum, the Receiving Screening shall follow NCCHC guidelines and include, but not limited to written documentation of:

1. A process to ensure that youth who are unconscious, semiconscious, bleeding, mentally unstable, severely intoxicated, exhibiting symptoms of alcohol drug or

withdrawal, or otherwise urgently in need of medical attention are referred immediately for care and medical clearance.

2. Direct observation of youth's appearance, behavior, state of consciousness, ease of movement, breathing and skin.
3. Current and past illnesses, health conditions and special health requirements, current or past infectious diseases, recent communicable illness symptoms, current symptoms and/or history of mental illness including hospitalization, history or current suicidal ideation, dental issues, allergies, dietary needs, prescription medication, legal and illegal drug use including type, amount and time of last use, current or prior withdrawal symptoms.
4. A process to identify the need for accommodations (e.g., physical or developmental disabilities, gender identity or communicable disease requiring separation from the general population).
5. Assessment for possible, current or recent pregnancy or delivery.
6. Recent sexual encounters including sexual assault which includes asking about use of contraception and condoms, screening for emergency contraception eligibility and assessing need for prophylaxis for sexually transmitted infections. Contractor will have a protocol in place for any youth who reports sexual assault within the 120 hours prior to incarceration.
7. Victimization or abuse including commercial sexual exploitation of children.

E. Except when pregnancy is already confirmed, a pregnancy test will be conducted on all youth capable of becoming pregnancy. Youth may opt out of pregnancy testing but shall not receive any medication until pregnancy testing is completed unless otherwise directed by the responsible physician. Contractor shall flag medical record accordingly.

F. Assessment for pregnancy needs when pregnancy is known. If youth is actively using alcohol or drugs including opioids or in withdrawal, the clinician will be notified immediately for a treatment plan. All pregnant youth will be referred to the Santa Barbara Department of Health for prenatal care.

G. Sexually transmitted infections testing is offered to all incarcerated youth upon arrival or within 24-48 hours consistent with local, state and national guidelines.

H. The Contractor shall ensure that emergency contraception is available and offered to all eligible youth at the time of the intake screening.

I. Documentation of whether the detainee has a usual source of healthcare in the community and if so, the name of the provider.

J. 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 shall get a clinician order to "bridge" medication until the youth has a face-to-face appointment with medical or psychiatric provider which will occur within 7 days. 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.
    i. 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 as soon as possible but no later than 24 hours of arrival.
    ii. 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 the JJC. 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.

K. The Contractor shall continue contraception in use at the time of arrest, for purposes of medical stability and pregnancy prevention.

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

M. Documentation of whether the detainee has insurance coverage and if so, details about the coverage. The Contractor shall have access to and use the eligibility verification system (EVS) to check detainees for Medi-Cal coverage and record the results in the appropriate screen during the medical intake process regarding insurance coverage.

N. When medical professionals are not onsite, a health-trained juvenile institutions officer will conduct the Receiving Screening and share it with the Contractor as soon as possible. The Contractor shall provide training to Probation staff in early recognition of medical, dental and mental health conditions requiring clinical attention. This training shall be based on a curriculum approved by the responsible physician and the County and shall reviewed and updated annually.

   1. The Contractor shall ensure that all the above requirements are fulfilled for youth whose receiving screening was completed when no medical staff was onsite.
   2. The Contractor shall have a process in place for notifications from Probation when health concerns are identified or a need for prescription medication continuation is identified when medical staff are not onsite including process for contacting the on-call provider. The Contractor shall assess Receiving Screening documentation within 24 hours, and arrange for any urgent medical, mental health, prescription drug, or dental services.
   3. The Contractor shall ensure that emergency contraception is available to eligible as soon as possible when medical is not onsite.

O. Based on the screening and assessment, the RN shall make referrals of the detainees for medical, mental health, dental services and CalAIM 1115 Demonstration reentry services. Patients with emergent medical conditions shall be treated or sent to the emergency department immediately. Other referrals shall be categorized as urgent or routine and appointments shall be scheduled so that urgent needs are addressed in 12 hours and routing needs addressed within 5 days.

6.2 Detoxification/Withdrawal / MAT Services– JJC

A. 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. Clinically appropriate Detoxification/withdrawal protocols shall be implemented immediately. Contractor shall develop policies and follow current and emerging community standards of care to address detoxification and withdrawal in accordance with the Bureau of Justice Assistance's (BJA's) Withdrawal Management Guidelines. The Contractor shall adhere to the American Society of Addiction Medicine's (ASAM's) most current guidelines to determine whether initiation or withdrawal services shall be administered at either facility or other off-site healthcare.

B. The Contractor will use the most recent evidence-based SUD screening instruments for use in a correctional facility as approved by the County.

C. The Contractor must have a process in place for a qualified treatment provider to determine whether individuals who screen positive for SUD or who later report an SUD-associated craving require treatment. In addition, the Contractor must have a process in place to ensure all individuals receive timely treatment to initiate and provide medication as soon as the need is identified. Treatment will be maintained throughout incarceration to ensure that medications for SUD are provided as soon as possible in alignment with clinical indications, especially in the presence of withdrawal symptoms.
D. The Contractor must continue MAT for patients who were receiving this treatment before their arrest, start treatment for patients in the JJC upon request if clinically indicated, and provide bridge medications for patients at release consistent with community standard of care and CalAIM. These services must be coordinated with BWell and the JJC's SUD program, which provides psychoeducation and programming and other outpatient services upon release. Prescribers shall be trained to prescribe all forms of buprenorphine and must be able to provide this service within the JJC.
E. The Contractor shall provide medically indicated withdrawal treatments per NCCHC standards for Health Services in the JJC. All FDA-approved medications for SUD/AUD will be available per the CalAIM Policy and Operational Guide14. Furthermore, the Contractor will have a relationship with an NTP or partner with one that is qualified to prescribe and/or continue methadone treatment.
F. The Contractor must have policies and processes in place to cover and promote all medications for the treatment of SUD, including OUD and AUD covered under Medi-Cal; at a minimum, MAT must include access to at least one agonist medication (i.e., either methadone or buprenorphine) for OUD.
G. The Contractor must have policies and processes in place that allow for the provision of MAT options for SUD, including methadone, which would be available to individuals if they were living in the community.
H. The Contractor must have a process in place to cover timely continuation of any agonist medication prescribed in the community for the duration of incarceration (i.e., including full agonists such as methadone and partial agonists such as buprenorphine) and all FDA-approved medications for the treatment of SUD.
I. The Contractor must ensure assessment and provision of medication continuation and withdrawal management are available daily, to prevent gaps in care that can unnecessarily precipitate or sustain withdrawal.
J. The Contractor will develop treatment plans in collaboration with the patient and ensure treatments plans do not limit types of medications, dosages, or treatment duration.
K. The Contractor must have a process in place for pregnant and postpartum individuals to receive specialized treatment services to reduce health risks.
L. 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.
M. 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 of intoxication, withdrawal, overdose and overdose response to a variety of substances common and uncommon to the local population.
N. Protocols and nursing guidelines shall be operationalized that outline screening, ongoing assessment and management of people who are displaying symptoms of withdrawal or who

are at risk for withdrawal from opioids, alcohol, benzodiazepines, or other substances. The development of the protocols and guidelines shall be physician-led by specialist(s) in addiction medicine and follow national guidelines and clinical best practices. The PHD Medical Director, or designee and responsible physician shall review and approve the program's protocols and guidelines. Program protocols shall:

1. Support evidence-based dosing, urine drug screening, diversion control through ongoing monitoring and risk mitigation, patient encounters/consent, and tapering to eliminate limits on the types of medication, dosages, or duration of treatment
2. Direct the management of patients under the influence of or undergoing withdrawal from alcohol, sedatives, opioids, and other substances
3. Clearly outline the services available within the facility and the housing areas where these services are offered
4. Outline processes to ensure detainees and staff; both medical and custodial are educated on MAT and naloxone use
5. Safe storage of SUD medications and appropriate safeguards

O. As part of the model of care proposed for addressing SUD, the MAT program shall include identification, continuation/induction, maintenance, and discharge planning. It is critical that a review of the patient's medication be reviewed with the patient at release.

P. The Contractor will have a process to transition youth receiving SUD medications to community providers through a warm handoff.

Q. The Contractor will have policies in place to provide an appropriate 30-day supply of take-home SUD medication in hand upon release to meet the need between release and transition to a community provider, with a prescription for refills as clinically appropriate.

R. The Contractor shall ensure there are processes in place to provide naloxone upon release regardless of history with OUD.

S. The Contractor will ensure policies and procedures are in place to ensure provision of medications in hand for those with short-term stays as consistent with the short-term model in the CalAIM Policy and Operational Guide.

6.3 Comprehensive Health Assessment – JJC

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. If the youth has had a documented comprehensive health assessment in the past 12 months, an abbreviated juvenile specific health assessment shall be performed.

B. The Contractor shall use a comprehensive adolescent health assessment instrument that is consistent with NCCHC standards and American Academy of Pediatrics standards for well-child exams. The instrument shall be provided by Probation, the Public Health Department and Behavioral Wellness. The health assessment shall include but is not limited to health history, examination, laboratory and diagnostic testing and immunization as outlined below:

1. The health history shall include but is not limited to: Review of the intake health screening, history of illnesses, operations, injuries, medications, allergies, immunizations, systems review, oral health and orthodontia, exposure to communicable diseases, family health history, habits (e.g., tobacco, alcohol and other substances), developmental history including strengths and supports

available to youth (e.g., school, home and peer relations, activities, interests), history of recent trauma-exposure which may require immediate attention (including physical and sexual abuse, sexual assault, neglect, violence in the home, traumatic loss or commercial sexual exploitation) and current traumatic stress symptoms, pregnancy needs, sexual activity, contraceptive methods, reproductive history, physical and sexual abuse, neglect, history of mental illness, self injury and suicidal ideation. Other age-appropriate screenings as per AAP Preventive Pediatric Health periodicity screening guidelines.

2. Collecting additional data to complete the medical, dental, and mental health histories, including any follow up from abnormal findings obtained during the Receiving Screening and/or subsequent encounters.
3. A physical examination including vital signs, height and weight and BMI percentiles for youth under 18 and BMI for youth over 18 years. The physical exam shall include appearance, gait, head and neck, a preliminary dental and visual acuity screening, hearing screening, lymph nodes, chest and cardiovascular, breasts, abdomen, genital (pelvic and rectal examination, with consent, if indicated), musculoskeletal, neurologic. The contractor shall conduct age-appropriate, hands-on physical examination.
4. Laboratory and/or diagnostic tests to include, but is not limited to: Tuberculosis screening, testing for sexually transmitted diseases, pregnancy tests if not already completed during the intake process. Additional testing shall be available as clinically indicated such as hemoglobin or hematocrit and urinalysis.
5. A review and update of the immunization record within 2 weeks in accordance with CDC recommendations.

C. The physical examination and laboratory and diagnostic testing components of the health assessment may be modified by the health care provider, for youth admitted with an adequate examination done within the last twelve months, provided there are no substantial changes since the last full exam. In these cases, the Contractor shall have a face-to-face encounter with the youth and review the health history including interval sexual history, substance use history, and immunization history within 96 hours of admission.

D. The Contractor shall track and update physical exams annually for all youth using age-appropriate recommendations.

E. The Contractor shall develop a diagnostic and therapeutic plan for each problem identified during the health assessment and maintain and active problem list.

1. Screening for STIs, Viral Hepatitis and Tuberculosis as recommended by CDC and CDPH Guidelines for Correctional Facilities. Behavioral-observations, including state-of-consciousness, mental status, suicidal ideation and whether the youth exhibits signs of alcohol or drug abuse or active use.
2. Questions about whether the youth has an usual source of healthcare in the community and if so, the name of the provider.
3. Contractor shall collect data and information to assist in the necessary assessment and perform applicable assessments that are a part of the whole person assessment per CalAIM and/or other requirements.

6.4 Coordination of Health Care Services and Benefits - JJC

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.

6.5 Emergency Services

A. During times consistent with Section 8.17, the Contractor shall provide:

1. Staff available to deliver emergency Response care (i.e., onsite medical care for minor injuries, such as small open wounds, sprains, etc.) to minimize transport of detainees.
2. Person-down training, supplies, and equipment available to provide BLS care to patients until paramedics arrive.
3. Plan for emergency care outside of the facility, including transport of the patient, use of EDs or other appropriate facilities, and communication with the on-call physician.
4. 24/7 physician (or mid-level practitioner) coverage by phone.
5. Regularly maintained emergency supplies, drugs, and medical equipment.
6. Medical staff trained in administering Narcan and shall carry it with them at all times.

B. The Contractor shall have an Emergency Response Plan that is approved by the facility administrator and PHD that encompasses all NCCHC requirements.

C. The Contractor will conduct one mass disaster drill in conjunction with Probation annually so that each shift where health staff are assigned has participated over a three-year period.

D. The Contractor shall conduct health emergency youth-down drills that include Probation staff annually on each shift. Drills will be discussed as part of the CQI process.

E. The Contractor shall provide first aid kits for designated areas of the JJC. The responsible physician and PHD shall approve the contents, number, location and procedure for monthly inspection of the kits.

6.6 Youth Room Confinement Status

A. Upon notice from the Probation that a detained youth has been on room confinement status for four hours, the Contractor shall review the youth's medical records for any existing medical, mental health, or dental conditions that require medical separation or accommodation. Further, the Contractor will inform Probation staff if the youth has any medical issues that would be exacerbated by being on room confinement status as soon as possible. Recommendations and actions taken by the Contractor will be documented in the youth's medical records as well as the JJC's RCS Medical and Mental Health Evaluation Form.

B. The Contractor shall monitor youth daily and these health checks will by documented on individual logs or in the health record.

C. The Contractor will provide a monthly report on the use of room confinement status is given to the facility administrator and is reported at the quarterly MAC meeting. The report shall include: number of youth in restrictive housing, number of days spent there, and health status of youth.

6.7 Youth in Custody-Ordered Restraints

A. Upon notice that a detained youth has been placed in custody ordered restraints, the Contractor shall review the health record for any contraindications or accommodations required and, if present, are immediately relayed to custody staff. The Contractor shall initiate health monitoring, which continues at medically appropriate intervals as long as youth is restrained.

6.8 Sick call -JJC

A. The Contractor shall develop age and linguistically appropriate materials to inform youth of the availability of health care services and shall establish policy and procedures to establish a daily routine for youth to convey requests for emergency and non-emergency medical, dental and behavioral/mental health care services.

B. Process Description. Youth currently complete confidential 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. Medical staff shall take verbal requests for medical, dental, or mental health services.

C. 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 along with the name and credentials of the person collecting the request.

D. Contractor's RN shall triage every sick call request within 4 hours of receipt. All requests shall be triaged with a disposition of Emergent, Urgent, or Routine. Triage time, date, disposition, and reviewer shall be documented on the original request by Contractor.

E. Sick call requests triaged as Emergent shall be referred to the provider immediately or sent to the emergency department. If the provider is not onsite, the RN will contact the on-call provider for direction.

F. Sick call requests triaged as Routine shall be resolved by the RN within 24 hours of triage. The Contractor RN shall conduct a face-to-face sick call visit with all youth submitting sick call requests.

G. All health care encounters occur in a confidential clinical setting.

H. Sick call requests received by Probation when health care staff are not present shall be referred to the provider on call Contractor Physician by the Health Care Liaison.

I. 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. The SNPs will be juvenile specific, reviewed annually and require approval from the County PHD

    i. The Contractor shall provide documentation of nurses training in using juvenile-specific nursing assessment protocols and nursing procedures and annual

competencies. There is evidence of retraining when protocols are introduced or revised.

ii. Nursing assessment protocols for non-emergency health care requests include over-the counter medications only. Standardized nursing protocols for emergency conditions may contain prescription medications and must include immediate communication with the provider.

J. If referred to medical, mental health, or dental provider, the RN's referral shall note the disposition to the provider as Urgent or Routine.

K. Nursing assessment findings, intervention, and plan/disposition shall be documented in the electronic medical record on the sick call request and placed in the medical record. The sick call slip with collection and triage information will be scanned into the electronic medical record.

L. Medical providers shall see or provide telephonic consultation on urgent referrals within 24 hours of the Contractor's receipt.

M. Medical providers shall see Routine referrals within 96 hours of the Contractor's receipt.

N. The Contractor shall utilize a sick call request form that contains all of the information above and has been approved by Probation.

O. The Contractor shall maintain a log of every sick call request that indicates time/date of receipt, time/date of triage, triage level, time/date/disposition by nursing and time/date of clinical follow up. This log shall be electronic, preferably in Excel. This will be reviewed at the quarterly MAC meeting. This will be reviewed at the quarterly MAC meeting.

Primary Care – JJC

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 plan shall be consistent with national clinical guidelines and community standards, shall be age-specific and shall include but is not limited to all of the following:

1. Guidelines for screening, testing, treatment and monitoring each condition.
2. Individualized treatment plans shall be developed by the provider at the time the condition is identified and updated when warranted.
3. Guidelines for establishing level of control and follow up schedules in accordance with level of control.
4. Determining the frequently of follow up for medical evaluation based on disease control but no longer than every 3 months.
5. Self-management strategies and patient education provided by nursing (which can include group classes).
6. Patient education materials.
7. Clinically justifying any deviation from clinical protocols.
8. The Contractor shall develop individualized treatment plans for acute or chronic conditions in conjunction with the community treatment provider and engage the family of youth under 18 years as clinically indicated.
9. The responsible physician shall develop, update and approve chronic care clinical protocols annually.

10. Chronic illness and other special needs requiring a treatment plan will be listed on the master problem list.
11. The Contractor shall ensure a process is in place to provide physical health clinical consultations per section 8.5 of the CalAIM Policy and Operational Guide. Clinical consultations, based on the care manager's needs assessment, must occur within the first 21 days of JI aid code activation.
    i. Physical health consultation services include those that enable diagnosis, evaluation, treatment, and stabilization and that support reentry coordination activities for any of the qualifying conditions. Physical health clinic consultations will include applicable E/M codes to diagnose, treat, and stabilize physical healthcare conditions.

Health Education

A. The Contractor shall develop protocols to ensure that interactive and gender and developmentally appropriate medical, behavior and dental health education and disease prevention programs are provided to youth in an age and linguistically appropriate manner.
B. Health staff shall document that patients receive health education and instruction for self care for their health conditions. Health education topics and programs shall be approved by Probation and PHD.

7.1 Immunizations

A. The Contractor shall assess immunization status of all youth during Health Assessment and offer County approved and ACIP recommended age-appropriate immunizations to all youths within two weeks of their intake, with appropriate consent. Contractor shall implement a County-approved process for follow-up with youth who refuse the initial offer of immunizations.
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 will maintain and comply with all state and federal requirements of the Vaccine for Children Program and the County of Santa Barbara PHD Immunization program.
D. The Contractor shall be responsible for the cost of providing all recommended immunizations to youth who do not qualify for the Vaccine for Children program (e.g. youth aged 19 years and older).
E. The Contractor shall design and implement a process to review and update youth immunizations on a regular basis.

7.2 Infection Control

A. The Contractor shall implement an infection control policy/ Exposure Control Plan that has been approved by the responsible physician, the facility administrator and the County Health Officer. The infection control policy shall include but is not limited to:
    1. Procedures to identify youth with contagious diseases and medically isolate in a timely fashion. Youth on medical isolation for communicable diseases shall by monitored daily for changes in medical and mental health status.
    2. Surveillance to detect youth with infectious and communicable disease.
    3. Strategies for handling disease outbreaks

4. Screening and testing protocols for STIs, viral hepatitis and tuberculosis per CDC and CDPH recommendations. and
5. Purified protein derivative (PPD) testing or Interferon Gamma Release Assay (IGRA) for TB of all youths expected to stay more than 96 hours, which shall occur as soon as possible and no longer than 96 hours after incarceration.
6. PHD will conduct TB-related chest X-rays.
7. Protocols for managing outbreaks for infectious diseases.
8. Infection control reporting to Probation and to PHD. The Contractor will cooperate with Disease Control investigations and inquiries related to reportable diseases. All local, state and federal reporting requirements are followed.
9. Procedures for managing youth with suspected or confirmed Airborne Transmissible Diseases in a facility that does not have an Airborne Isolation Room.
10. Procedures for youth released with communicable or infectious diseases to ensure that youth have documented community referrals, as medically indicated.
11. Procedures for effective ectoparasite identification, control and treatment.
12. Monthly environmental inspections of health services areas shall be conducted and reported out at the quarterly MAC/CQI meeting.

7.3 Treatment Plans

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 (primary care provider) 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.
    1. 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.
C. The Contractor shall communicate relevant health care treatment plan information with youth supervision staff for purposes of programming, implementation and continuity of care.
D. The Contractor shall address pre-release and discharge planning for continuing medical and dental care including medication, following release or transfer which may include relevant authorization for transfer of information, insurance or communication with community providers to ensure continuity of care.
E. For youth who are diagnosed with OUD/AUD/SUD, treatment plans must be created collaboratively with the juvenile and without limits on the types of medication, dosages, or treatment duration.

7.4 Pregnant Youth and Post-Partum Youth -

A. The Contractor shall perform a pregnancy test during Receiving Screening or Initial Health Assessment, as described in those sections above. Female youth who opt out of a pregnancy test may not receive any prescription or over-the-counter medications until pregnancy testing is completed and documented unless ordered by the clinician.

B. When a pregnant youth reports active drug or alcohol use at Receiving Screening, the Contractor shall refer youth to the Emergency Department. The onsite clinician will contact PHD OBGYN services to confer on a plan for treatment options that considers the gestation; type, amount, and duration of substance use, and the youth's medical, mental health and SUD history. The treatment plan shall be in accordance with ASAM clinical recommendations for pregnant women with OUD that includes MOUD rather than clinically supervised withdrawal

C. Pregnant youth who are on Methadone or Buprenorphine at the time of arrest shall be maintained on Methadone or Buprenorphine during incarceration.

D. The Contractor shall ensure youth receive prenatal care, including physical exam, nutritional guidance, needed immunizations, prenatal laboratory and diagnostic tests, childbirth, breast feeding and parenting education, counseling and provisions for follow up and post-partum care in accordance with national guidelines.

E. 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.

F. The Contractor shall provide pregnant youth with information regarding options for continuation of pregnancy, termination of pregnancy or adoption. Counseling and assistance are provided and documented in accordance with the pregnant youth's expressed desires regarding her pregnancy, whether she elects to keep child, use adoptive services or terminate the pregnancy.

G. The Contractor will ensure that an emergency delivery kit is available in the facility at all times.

H. The Contractor shall provide any and document any needed postpartum care including making breast pumps available and procedures for storage, delivery, and disposal for lactating youth.

I. The Contractor will develop a plan for pregnant youth that includes direct communication of medical information and transfer of medical records regarding prenatal care to the community provider upon release.

7.5 Other Special Populations

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

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

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

C. The Contractor shall assign a qualified medical staff to screen and evaluate for youth with disabilities and make appropriate accommodations per NCCHC guidelines. The Contractor must explain how staff documents the needs of the detained youth with disabilities and explain how the youth will access medical care.

7.6. Collaboration/Integration of Behavioral Health and Primary Care

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, the provision of MAT, and evaluation, both informally and in regularly scheduled treatment team and medical rounds meetings.

B. The Contractor medical and nursing staff shall also participate in weekly multidisciplinary treatment team meetings.

7.7 Dental Care

A. The Contractor shall perform an oral screening as soon as possible but no later than 7 calendar days from admission. The qualified health professional performing the screening shall have documented training approved or provided by the dentist.

B. The Contractor shall provide instruction on oral hygiene and preventive oral education within 7 days of admission.

C. The Contractor shall assess and arrange for necessary acute and preventative dental services for all youth at community providers. The Contractor shall ensure that all detained youth with urgent dental conditions have immediate access to care and are seen by a dentist as soon as possible but no later than 7 days. The Contractor shall ensure that all detained youth have a full dental assessment including cleaning, x-rays, and comprehensive treatment plan within sixty (60) days of intake. Preventative care will be provided to all youth who remain in continuous custody for one year.

D. Youth with emergent dental conditions shall be treated or sent out for emergency treatment immediately.

7.8 Discharge/Reentry Planning

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

B. Contractor shall ensure that youth are discharged with adequate supply of in-hand medications.

C. The Contractor shall ensure that youth being released with substance use disorders and/or on MAT treatment are linked to providers and a warm hand off as described in section (5.0 Discharge and re-entry) above.

D. The Contractor shall ensure that the youths updated immunization record is provided to parent or guardian at discharge.

E. All aspects of discharge planning shall be documented in the health record

7.9 Child Abuse Reporting/Response to Sexual Assault/Abuse

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

B. The Contractor shall have protocols regarding the detection and management of sexual assault to include

1. Health staff have documented training in the detection, assessment and response to signs of sexual abuse and sexual harassment and how to preserve evidence of sexual abuse.
2. Provision of emergency contraception to youth who have experienced sexual assault within the past 5 days.

C. Procedures for referral to Rape Crisis and for a sexual assault forensic examination including post -exam care.

7.10 Other Women's Health Services

A. The Contractor shall ensure all female detainees receive comprehensive and standardized well women 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 offer methods for initiating contraception while in custody, including for pregnancy prevention and other medical indications.

E. All youth are provided with counseling on reproductive life goals and have access to written information about contraception methods and community resources.

F. The Contractor shall advise female detainees about options for long-term contraception at release during routine well woman care.

G. Age-appropriate Preventive services for female detainees, gynecologic cancer screenings for those 21 years and older, shall be provided in compliance with Section 2.2.6.2.1 Preventive Care.

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 a detainee's family, procured through a local pharmacy using private insurance, or obtained through a relationship with a 340B covered entity.

C. Contractor shall maintain a comprehensive tracking system that accurately records the receipt, storage, administration, and disposal of all medications. The system shall ensure that all medications onsite are fully accounted for and reconciled regularly.

D. Prior to CalAIM implementation, the County will designate a Medi-Cal compliant pharmacy, to which the Contractor shall transition.

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 Contractor shall support computerized physician order entry for prescription drugs and shall integrate its prescription drug program with the EMR.

C. The pharmaceutical system shall provide monthly and quarterly reports on drug utilization and cost for the Jail and JJC including, but not limited to, data fields addressed in Section 15.13 Mandatory Reporting.

D. The Contractor will convene quarterly pharmacy and therapeutics meetings that will address areas such as utilization, cost trends, polypharmacy, cost savings opportunities, and other matters consistent with the American Society of Health System Pharmacists.

8.2 Formulary

A. Pharmacies should use the Medi-Cal Contract Drug List as required under CalAIM. The Contractor will accommodate modifications as is clinically necessary and appropriate.

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.

C. The Contractor shall render decisions on requests for non-formulary medication in 48 hours or less and shall support an option for an Urgent request that is decided within 24 hours.

D. The Contractor shall obtain approved non-formulary medications from the local pharmacy specified in Section 8.0.B. if the 340B Pharmacy cannot deliver the non-formulary medication(s) to the facilities within 24 hours of approval.

E. Regarding juvenile facilities, the Contractor shall strive to match, as closely as possible, the psychotropic drug formulary used by Behavioral Wellness.

F. The Contractor must either have or make available all FDA-approved medications for the treatment of SUD.

8.3 Packaging

A. Because of the significant turn-over of detainees and youth, the Contractor may provide some medications as stock. Person-specific medication cards are strongly preferred where it is expected that the person 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. Sherriff or Probation shall have sole and final decision-making authority.

B. Stock and patient-specific medication shall be in blister packs, clearly labeled, and packaged to allow for return for maximum credit where appropriate.

C. The Sheriff may implement a keep on person (KOP) medication program for some medications and eligible detainees. The Contractor shall dispense KOP medications in unit

dose form (blister pack). The Contractor shall provide a list of approved KOP medications to Probation and the Sheriff whenever any changes are made to the KOP medication lists.

8.4 Delivery

A. Contractor shall ensure medication and pharmaceutical deliveries are made daily as needed to the Jail and JJC (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. Because an individual's identification at the jail includes a bar code, the Contractor may implement an electronic medication administration record (MAR) and use bar code scanners.

D. The Contractor shall develop and maintain a medication adherence program aimed at identifying non-adherent detainees/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. The Contractor shall have 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 detainees with patterns of missed medications in addition to those noted in Section 8.5.E. Such detainees 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. In addition to the requirements under Section 8.3.D. the Contractor shall at a minimum:
    1. Administer the KOP program in compliance with state and federal laws.
    2. Ensure that detainees are aware of the medication purpose, desired effect, side effects, doses and administration times for all KOP medications.

3. Operate a method, approved by the Sheriff and PHD, to assess detainees' adherence to KOP medication schedules.

8.6 Safeguarding and Disposal

1. The Contractor shall employ policies and procedures to safeguard all controlled substances and to prevent diversion of all medications by staff or detainees. This includes, but is not limited to, securing all medications, monitoring usage, and ensuring proper disposal of unused or expired medications in compliance with all federal and state regulations.
2. 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.
3. 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.

C. The Contractor shall ensure that all unused, discontinued, or expiring non-controlled medications eligible for return are sent back to the pharmacy vendor within the timeframes required by the vendor to receive credit. The Contractor shall maintain records of all returned medications, including dates, quantities, and confirmation of receipt by the pharmacy vendor.

D. The Contractor is responsible for accurately and completely billing all services eligible for CalAIM reimbursement, which shall include accurate coding and complete information, within the program's specified time limits to ensure successful reimbursement. If the Contractor fails to submit accurate, timely, and complete CalAIM billings, resulting in lost reimbursement, the County reserves the right to recover the lost reimbursements from the Contractor.

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. These reports should be reviewed at the quarterly Pharmacy and Therapeutics Committee.

8.9 Laboratory and Radiology Services

A. The Contractor shall conduct the following laboratory services on site, at a minimum:
   1. Jail: Urinalysis, hemoglobin, strep tests, urine pregnancy test, rapid strep test, rapid COVID test, influenza testing and blood glucose.

2. JJC: Urinalysis, hemoglobin, urine pregnancy test, rapid strep test, rapid COVID test, influenza test, rapid HIV testing, blood glucose.

B. The Contractor must be CLIA (Clinical Laboratory Improvement Amendments) certified. All laboratory services will be provided in accordance with County, State and federal client confidentiality requirements.

C. 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. Contractor shall have a procedure manual for each on-site diagnostic service, including protocols for the calibration of testing devices to ensure accuracy. Contractor will maintain a log of Quality Control checks, calibration and maintenance of diagnostic services.

D. In addition, Sheriff and Probation have existing relationships with community laboratory and radiology providers. The Contractor shall coordinate testing and services with these providers.

E. The Contractor shall draw all blood for on-site and off-site lab testing at all facilities.

F. The Contractor will develop policy and procedures approved by the County that ensure labs ordered are drawn in a timely manner, no more than 5 days, and results are communicated to the patient in a timely manner, no more than 5 days from when results are posted in EMR.

G. 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.

H. The Contractor must provide emergent/rush service requests for laboratory tests 24 hours a day, seven days a week.

8.10 Provider Orders

A. The Contractor shall develop policies and procedures to ensure that the following are met:

1. Orders written by onsite providers are transcribed, executed, and documented within four hours.
2. Orders transcribed by an LVN are verified and documented by an RN within 24 hours.
3. Orders/treatment plans written by off-site providers are reviewed and acted upon by an onsite provider within 24 hours. If the onsite provider elects an alternative treatment plan than off-site provider recommended, the onsite provider documents the rationale and initiates discussion with the off-site provider as appropriate.
4. Verbal orders are signed by the ordering provider within 48 hours (72 hours if ordered on Friday).

8.11 Dietary Evaluation and Management

A. The Contractor shall evaluate the dietary needs of detainees and youth and order therapeutic diets as appropriate consistent with NCCHC standards. 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 ongoing inmate health education with individual detainees and in groups. The Contractor shall supply approved culturally and linguistically appropriate health education materials on a variety of topics approved by the County. Contractor shall coordinate with PHD and BWD and the Contractor may use health education materials from these stakeholders.

8.13 Personal Hygiene Counseling Education

A. The Contractor shall counsel and educate detainees 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 will be responsible for the timely provision, repair, and cost of medical and dental orthoses, prostheses, and other DME including braces, shoe inserts, splints, prostheses, prescription eyeglasses, hearing aids, corrective shoes, canes, walkers, wheelchairs, and other medically necessary equipment, per NCCHC guidelines (NCCHC 2018 J-F-1) and in accordance with the ADA.

B. The Contractor will comply with Medi-Cal requirements related to the provision of DME, including ensuring the completion and submission of any necessary treatment authorization requests (TARs), as summarized in Section 8.9.d of the CalAIM Policy & Operational Guide[1].

1. The Contractor shall ensure processes are in place to screen for and provide necessary DME upon release, as well as to provide DME prescriptions upon release to individuals, pre-release care manager, and post-release ECM lead care manager.
2. The Contractor will ensure detainees who have a JI aid code active for at least 14 days receive any medically needed DME and a prescription for that DME upon release.
3. The Contractor is responsible for developing processes to prepare for writing prescriptions and providing prescribed medication in hand upon release for individuals who have had an active JI aid code for at least 48 hours.
4. If the Contractor is contracted to provide pre-release care management service, the pre-release care manager, and post-release ECM provider must coordinate to ensure that residential DME is in place when needed.

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.

8.17 Emergency Services

A. The Contractor shall provide 24-hour emergency healthcare services for adult detention facilities and provide emergency healthcare services when onsite at the JJC per NCCHC guidelines.
    1. Minor Injuries: The Contractor must have staff available to deliver emergency Response care (i.e., onsite medical care for minor injuries, such as small open wounds, sprains, etc.) to minimize transport of detainees.
        i. 2. Person-down training, supplies, and equipment available to provide BLS care to patients until paramedics arrive.
        ii. 3. Plan for emergency care outside of the facility, including transport of the patient, use of EDs or other appropriate facilities, and communication with the on-call physician.
        iii. 4. 24/7 physician (or mid-level practitioner) coverage by phone.
        iv. 5. Regularly maintained emergency supplies, drugs, and medical equipment.
        v. 6. Medical staff shall be trained in administering Narcan and shall carry it with them at all times.

Off-Site/Specialty Health Care Services

9.0 Provider Network

A. The Contractor must ensure appropriate and timely access to specialty care including nephrology, orthopedics, dermatology, ophthalmology, and surgery, per NCCHC guidelines.
B. Detainees has Private Insurance (excludes Medi-Cal and Medicare)
    1. Where the detainees or 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 detainees, but the Sheriff and Probation may elect to cover those expenses on a case-by-case basis. Contractor shall cooperate to support this billing and collection process.
C. Detainees is Uninsured (or has Medi-Cal or Medicare)
    1. The Sheriff's Office and the Probation Department maintain relationships with PHD clinics, local hospitals and a variety of medical specialists and for youth dental providers. In most cases the providers accept payment at Medi-Cal rates. A few medical specialists come to the Jail to see adult patients. The Contractor shall arrange all necessary off-site/specialty care for detainees/youths utilizing these networks.
D. 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. The Contractor,

not the Sheriff's Office or Probation Department, will be responsible for the costs of off-site services if it is deemed the specialty service should have been covered by other insurance.

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, prompt notifications to patient of UM decisions, and an appeal process.

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.

D. Sheriff or Probation in consultation with PHD shall have the sole and final decision to approve or to request reasonable changes to Contractor's UM policy.

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 24 hours 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 the 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 the JJC facility.

B. The Contractor must work with the Sheriff's Office and Probation to schedule off-site medical appointments around times when transportation of detainees is available.

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 a detainee 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 a detainee or youth's ability to appear in court.

9.7 Medical Clearance for Programs

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

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

A. Contractor shall initiate and maintain their proprietary service Zenova for virtual emergency care. Zenova is an on-demand telehealth service that assists on-site providers with acute care consultations.

B. Contractor shall provide a monthly report to County showing all telehealth consultations with total number of patients served, diagnosis (if any), action/treatment provided, and outcomes.

9.9 Wellpath Connect

A. Contractor shall initiate and maintain their proprietary service Wellpath Connect.

B. Wellpath Connect is a service that connects on-site providers with a network of primary physicians and specialty providers for expert clinical consultations and remote care.

C. Contractor shall provide a monthly report to County showing all Wellpath Connect consultations with total number of patients served, diagnosis (if any), action/treatment provided, and outcomes.

Services to Non-Detainees

10.0 Screening and Immunization Provided to Staff.

A. The Contractor shall offer tuberculosis screening, Hepatitis B immunizations and influenza vaccination to all Sheriff and Probation staff and offer 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-Detainees

A. The Contractor must respond and 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 or on the grounds of the jails. Follow-up care will be the responsibility of the visitor, vendor or employee. All medical staff shall be certified in basic life support (BLS).

10.2 Training of Non-Contractor Staff

A. The Contractor shall make available appropriate in-service training in-person or online for at least 75% of non-Contractor staff in all facilities and 85% of Probation staff at least every two years. To the extent possible, training shall include Contractor staff to foster interaction between Sheriff and Probation staff and the Contractor. Contractor shall develop the topics and schedule following execution of this Agreement but shall include, at a minimum, skills and scenario-based training on:

1. Procedures for Suicide prevention (jail only).
2. 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. Precautions and procedures with respect to infectious and communicable diseases.

6. Acute manifestations of chronic and common illnesses to include mental health disorders
7. Preventing and treating heat stroke.
8. Addressing clinical emergencies.
9. Intoxication and Withdrawal.
10. Disaster response and drills.
11. Procedures for appropriate referral of detainees with medical, dental and mental health complaints to health staff.
12. Receiving Screening for JJC correctional staff (JJC only).
13. Healthcare Liaison training (JJC only).
14. Adverse Reactions to Medications
15. Allergies and Anaphylaxis (including administration of Epinephrine)
16. Dental Emergencies
17. HIPAA Regulations and 42 CFR Part 2 compliance (maintaining patient confidentiality).
18. Transition of care with EMS.
19. Other new or emergent issues or topics.

10.3 Exclusions from Medical Services

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

10.4 Medical Records

A. For the Sheriff, the Contractor shall maintain a comprehensive, accurate, and integrated electronic medical health, behavioral health, and dental medical record for every detainee consistent with applicable law and based on the Problem Oriented Medical Record approach to documentation. At the Probation facilities, the Contractor and a behavioral health contractor shall jointly maintain medical records under the same terms as for the Sheriff.
B. For youth, the Contractor shall utilize forms for common interactions such as physical exam, medical history, and chronic disease management that are specific to pediatric/young adult populations.
C. The Contractor shall ensure that its staff documents all healthcare contacts in the inmate healthcare record in the problem-oriented medical record format (Subjective, Objective, Assessment, Plan).
D. The Contractor shall maintain a comprehensive and accurate Problem List in each medical record.

E. All paper medical, dental, and mental health records will be maintained at the facilities and will remain the property of the facility. These records will be maintained separately from an detainees legal/confinement record.
F. The Contractor shall give the County access to all medical records immediately upon request.
G. The Contractor shall update the detainees 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 a detainee's transfer. Upon transfer, the medical record shall include a Medical Flow Sheet or other transfer of medical information sheet.
H. The Contractor shall take all necessary precautions to ensure medical records and information remains privileged and confidential in accordance with HIPAA Regulations and all other federal and state laws. These precautions shall include but not be limited to keeping medical records locked and secured from routine traffic.
I. The Contractor shall adhere to and comply with all protections outlined in the HIPAA Regulations, state and federal laws.
J. The Contractor shall retain medical records for a minimum of seven years, or as long as legally required. Pediatric medical records should be retained for 10 years or the age of majority plus the applicable state of limitations.

Continuous Quality Improvement and Accreditation

11.0 Committee

1. The Contractor shall develop and maintain Continuous Quality Improvement (CQI) audits including regularly scheduled reviews and responses to specific incidents and complaints. Such audits shall be presented monthly to the CQI Committee at the Sheriff and Probation facilities. These CQI Committees shall include, at a minimum, the Health Services Administrator, the Director of Nursing/A.H.S.A., Medical Director, 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.
2. The CQI process shall comply with all NCCHC standards and include items identified by DHCS for auditing Cal-AIM compliance and quality performance. 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, utilization management audits, missed appointments, tracking of missed medication, medication errors and adverse reactions to medication errors, and other audits conducted by the Contractor and by external reviewers.
3. The CQI Committee's objective shall be to ensure that high quality cost-effective health care commensurate with community standards is available to all detainees 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.
4. 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.

5. The Sheriff/ Contractor CQI Committee shall meet on a monthly basis and the Probation/ Contractor 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 agendas and data at least five days prior to meetings, and for producing meeting minutes within five business days of meeting. Data and reports will focus on predetermined areas of review with data tracked over time. Areas that are identified as falling below agreed upon thresholds will need an analysis and corrective action plan using steps identified above, which will also be reported on and reviewed in each meeting. Areas of review are determined annually or when identified by the MAC/CQI Committee or any of its participants.
6. 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.
7. The Contractor shall keep a log of missed appointments and ascribe a reason for each, which may include detainee /youth refusal, lock down, detainee/youth off site, lack of custody escort, and other reasons. This report shall be reviewed by the Medical Advisory Committee (MAC) at each meeting.

11.1 Peer Review and Scope of Practice Compliance

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

11.2 National Commission on Correctional Health Care Accreditation

A. The JJC has received accreditation from NCCHC.
B. Sheriff's health care is currently accredited at the Main Jail facility but as of April 1, 2025, accreditation has not been attained at the Northern Branch Jail facility. The Contractor shall continue to submit to the Sheriff an action plan, timetable, assignments, and resource requirements that shall support medical and mental health accreditation by the NCCHC until accreditation is achieved. Progress toward accreditation goals shall be reported and discussed as a standard agenda item at each MAC (section 13.1.) meeting.
C. The Contractor shall maintain accreditation for both the Sheriff and Probation throughout the subsequent Agreement term(s). Where accreditation through NCCHC is sought Contractor shall submit required Annual Maintenance Reports (AMRs). The Contractor shall submit AMRs to the Sheriff and Probation for approval before submitting to NCCHC.
D. The Contractor shall incur all costs associated with achieving and maintaining NCCHC accreditation over the contract term.

E. Failure to submit an application for accreditation with NCCHC for the Northern Branch Jail Facility within four months of the execution of this Agreement, or maintain accreditation at the Main Jail as outlined in this Agreement shall result in the Contractor being considered

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

Equipment and Supplies

12.0 Physical Plant

A. The Sheriff and Probation will provide clinical examination rooms with exam tables; a medication room with a locking door, cabinets with locks; office space for the Contractor; and AEDs (automatic external defibrillators). The Sheriff and Probation will cover the cost of utilities, building maintenance, and building insurance.

B. The Sheriff and Probation will provide telephone lines and phone service for the Contractor's workspaces.

C. The Sheriff and Probation will provide Internet access through their networks and will provide network accounts for Contractor's specified staff for access to Sheriff and Probation content. Contractor agrees to abide by County policies for internet use.

D. The Sheriff and Probation will be responsible for providing general cleaning supplies and general cleaning services to maintain the medical services and medical business work areas. The Contractor shall be responsible for providing cleaning supplies used primarily in a healthcare setting and special cleaning services necessary for a healthcare work environment including but not limited to disposal of hazardous waste materials and medications.

E. The Contractor shall assume full responsibility for any damage to County equipment or premises that are caused by the negligent or intentional acts or omissions of the 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 tables below specify business equipment owned by the Sheriff that will be available to the Contractor.

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

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

Probation-Owned Business Equipment – JJC							
Equipment Items	Med RN Office	Mental Health	Medical Rec. Office	Break Room	Medical Records	Medication Room	TOTAL
Computer Terminals	2						
Desks	3						
Desk Chairs	1						
Desk File Cabinets	3						
Overhead File Cabinets	0						
Floor Large File Cabinets	0						
Bookshelf	0						
Large Medical File Cabinet	1						
Fax Machine	0						
B/W Copy Machine	0						
Phones	3						
Lockers (Small)	0						
Lockers (Large)	0						
Refrigerator	0						

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

12.3 Security Equipment and Devices

A. The Sheriff will provide 2-way radios that include alarms for all Contractor's health care staff.

B. Probation will provide Personal Protection Devices and 2-way radios for all Contractor's health care staff.

Agreement Management/External Oversight

13.0 External Oversight

A. The County shall appoint a Correctional Health Quality Improvement Manager and Correctional Health Medical Advisor from PHD to be present at the County Jail and work with Sheriff and Probation and the Contractor in the design, delivery and evaluation of healthcare services. The Contractor shall cooperate fully in all planning, oversight and evaluation activities as performed by PHD Correctional Health team. These may include but are not limited to peer review of clinical services, participation in Quality Improvement activities, planning for future service delivery, developing transition services into and out of the jail and probation facilities, and other activities.

B. Contractor shall provide coordination, system reporting, and training assistance in their electronic medical record system to contract monitors and others as designated by the County to facilitate access to inmate healthcare records for review and monitoring activities.

C. The point of contact for PHD and BWD monitors will be the Contractor's CQI Coordinator. The Contractor shall notify the PHD and BWD monitors of the name, phone, and email of the person assigned as the CQI Coordinator.
D. Contractor shall make available all reports, policies, patient records needed for the evaluation of clinical care by the PHD Correctional Health team and BWD contract monitors. Nothing herein shall be construed to require Contractor to disclose records or other materials defined as "Patient Safety Work Product" pursuant to 42 U.S.C. 299b-21 and to the extent permitted by law.

13.1 Administrative Meetings and Information

A. The Contractor shall organize and conduct monthly meetings at the jail and quarterly meetings at the JJC of a Medical Advisory Committee (MAC) to monitor health care operations, review internal and external data and reports, track infection control, review detainees grievances, review staffing levels and vacancies, develop policies and procedures, conduct planning exercises, consider physical plant concerns, and develop resolutions to operational concerns. The Contractor shall prepare agendas, minutes, and correction action and/or follow-up assignments.
B. The MAC will consist of the Contractor's Director of Nursing, the Medical Director, Health Services Administrator, Mental Health Coordinator as well as County representatives from Sheriff or Probation, BWD, and Public Health. The MAC shall review reports on injuries, accidents and deaths occurring in the County Jails or Probation facilities and conduct a root cause analysis on each case as needed. Custody and other Contracted provider staff shall be invited and expected 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)
D. The Contractor agrees to attend the following community partnership meetings on a regular basis, when scheduled:
    1. Mental Health Treatment Court.
    2. Stepping Up Initiative.
    3. Cottage Emergency Department Case Management Meeting.
    4. Daily PHF Triage (as needed)
    5. Behavioral Health Coordination
    6. Any other agreed upon meetings, by PHD, Sheriff, and Contractor.
E. The Contractor agrees to attend the following internal meetings:
    1. High Alert Risk People.
    2. Contractor Weekly Briefing.
    3. Discharge Planning.
    4. Any other agreed upon meetings by PHD, Sheriff and Contractor.
F. Contractor agrees to schedule MAC and CQI Committee meetings on a regular basis (e.g., third Thursday of every month at 10:00 AM) so that members of PHD and BWD can regularly attend.

13.2 Agreement Management Meeting

A. The Contractor shall convene a quarterly meeting and any necessary follow up meetings with the County, Sheriff, and Probation that will serve as a forum to review overall Agreement performance, review costs incurred, discuss issues that cross all the detention settings, discuss emerging issues and planning, resolve contractual issues, and approve

annual Service Level Agreements (SLAs) as described in Section 16.5 and memorialized in Exhibit H. The County will organize the agenda and document meeting minutes and decisions. Within 30 days of the signed Agreement, the Contractor shall submit the schedule for these quarterly meetings. The County may at its discretion hold additional meetings to discuss any contractual issues or missed deadlines by Contractor before imposing liquidated damages or claw-backs.

B. In the event that liquidated damages are assessed, the assessed amounts shall be deducted from the following month's invoice. If the County substantially delays the enforcement of liquidated damages, the parties shall meet and confer to establish a repayment schedule. Said repayment schedule shall not exceed 180 days.
C. In the event that claw-backs are imposed under this Agreement, the repayment schedule shall be determined as follows:
    1. Amounts less than $100,000: If the claw-back amount is less than $100,000, repayment shall be completed within 30 days from the date of imposition.
    2. Amounts between $100,000 and $250,000: If the claw-back amount is equal to or greater than $100,000 and less than $250,000, repayment shall be completed within 90 days from the date of imposition.
    3. Amounts $250,000 or greater: If the claw-back amount is equal to or greater than $250,000, the parties shall meet and confer to establish a repayment schedule. Said repayment schedule shall not exceed 180 days.
D. Contractor's obligation to satisfy the requirements of a repayment schedule agreed upon at or prior to the termination or expiration of the Agreement shall survive the termination or expiration of the Agreement.

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. The Sheriff's Office and/or Probation will have final decision on approving any contractor for employment in the jails and the JJC.
D. The Contractor shall remove a staff member from his/her role in providing services in the facilities immediately upon request from the Sheriff or Probation.
E. The Sheriff and Probation retain the right to remove the security clearance of any Contractor staff person and prevent entry into secure facilities.
F. The Contractor shall ensure that all personnel comply with current and future State, Federal, and Local laws and regulations, administrative directives, and policies and procedures of the County, Sheriff and/or Probation.
G. The Contractor shall ensure that all medical staff providing services under this Agreement are licensed in accordance with position title to practice in the State of California and that the license is current, in "good standing," and that the healthcare provider is otherwise unimpaired.

H. The Contractor shall develop and maintain a pool of trained nursing staff cleared through background by Sheriff and/or Probation and available to serve on a per diem basis to cover vacancies, holidays, vacations, etc.

I. The Contractor shall take immediate action to fill vacant positions. Contractor shall provide a list of all staffing vacancies to the Sheriff and Probation monthly. Candidates selected by the Contractor to fill vacant positions shall be presented to the Sheriff or Probation for security clearance within 60 days from the date of such vacancy. Staffing credits 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 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 staff throughout the Agreement term. The Contractor shall develop additional training sessions as new processes with courts, PHD, state insurance programs, and the California state Health Benefit Exchange develop throughout the Agreement term.

14.2 Staff Management

A. The Contractor shall maintain personnel files for all healthcare personnel. The Contractor shall make these files available to the County upon reasonable request and within five (5) 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 updated 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. Contractor shall adhere to the staffing matrix set forth in Exhibit E-1.

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. Efficient teams that provide support to clinicians and minimize clinician time spent on administrative tasks are allowable in this Agreement and the Contractor should use appropriately trained paraprofessional and support staff to maximize the efficiency of healthcare operations and ensure efficient and timely delivery of medical, nursing, behavioral health, and dental services.

B. The Contractor shall adhere to minimum coverage levels described herein for the Jail and Probation facilities. The following additional staffing requirements shall apply.

1. The Contractor shall employ a full-time Health Services Administrator (HSA) who shall oversee and manage healthcare operations of all facilities. The Health Services Administrator shall have previous experience in adult and juvenile correctional health care facility environments.
    i. The HSA shall be onsite each facility at least one time per week.
    ii. If the Contractor wishes to designate a responsible health authority (RHA) for the juvenile facilities, the Contractor shall appoint in writing the name of the designee.
2. For the Sheriff, the contractor shall employ a single on-site medical authority (Medical Director) who is a physician licensed in California. This physician shall oversee and manage clinical quality for all matters related to detainee healthcare at the sheriff facility. The physician is the responsible physician for all clinical services provided at the site and shall provide clinical oversight of the medical program. Such clinical oversight shall ensure the appropriateness and adequacy of care in accordance with NCCHC and community standards.
    i. This function includes oversight of inmate sick call, all healthcare-related assessments and screenings, withdrawal management, chronic care and special needs, onsite and offsite referrals, prescription drug needs, clinical mental health issues, mandatory supervision of midlevel 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 the delivery of healthcare.

ii. Additionally, the physician shall be actively involved in the Continuous Quality Improvement (CQI) program, policy and procedure review, grievance process, sanitation inspections, infection control, utilization management, and formulary management to ensure high-quality healthcare services within the facility.

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, mandated 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 healthcare to Probation youths.

   i. Additionally, the physician shall be actively involved in the Continuous Quality Improvement (CQI) program, policy and procedure review, grievance process, sanitation inspections, infection control, utilization management, and formulary management to ensure high-quality healthcare services within the facility.

4. The Contractor shall employ a Registered Nurse who has responsibility for supervision of other RNs, LPNs, and non-licensed health care staff at the Probation Facilities. In addition, the Contractor may propose and, where agreed to by the Sheriff and Probation in writing, implement staffing efficiencies throughout the course of this Agreement, particularly where recruitment and retention challenges develop.

C. The Sheriff and Probation are responsible for providing sufficient detainee/youth escort to allow the Contractor to see patients as scheduled.

D. Contractor must have a process in place to ensure all rendering providers who provide billable services have a registered National Provider Identifier (NPI). The Contractor must have a process in place to collect the NPI of rendering providers who deliver pre-release services and who provide in-reach services.

E. Contractor shall conduct monthly reviews of all clinical, support staff and any subcontractors providing healthcare services to persons in the Sheriff's or Probation Department's custody under this agreement against the Centers for Medicare & Medicaid Services (CMS) Exclusions List and other applicable lists.

F. Contractor or any Contractor staff or Contractor subcontractors excluded or found to be on any of the aforementioned lists shall not provide services under this Agreement nor shall the cost of such staff be claimed to County.

G. Contractor shall immediately notify County if Contractor becomes excluded or debarred from federal and state program participation as described above.

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

A. The Contractor's staffing shall be adequate to produce the levels of service detailed throughout this Agreement and to comply with NCCHC accreditation standards.
B. Contractor shall operate clinics at a minimum between the hours and 8:00 a.m. and 5:00 p.m. Evening and weekend alternatives are possible with collaboration of Sheriff.
C. Contractor's staffing plan will include a relief factor to cover vacations, holidays, sick time, and ability to hire "pro re nata" "per diem" (PRN) staff.

15.2 Medical Providers: Sheriff

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 Medical Provider who shall be available or on call seven days per week, twenty-four hours per day in accordance with community standards. On call coverage may be provided by a Nurse Practitioner so long as the collaborative practice agreement includes guidelines on triage and conditions that warrant sending an inmate to a hospital for emergency services.
C. Contractor shall ensure the Medical Provider on call during weekends and holidays can manage Provider Orders on new bookings, review new abnormal lab and radiology results, ensure clinical continuity for detainees returning from hospital emergency or inpatient services, support evidence-based withdrawal management, initiate MAT as indicated and address any urgent medical developments in the incarcerated 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: Sheriff

A. The Contractor shall engage qualified nursing staff so that appropriate medical care is delivered on a twenty-four hour seven-days per week basis for Sheriff's facilities. At least one Registered Nurse shall be working twenty-four hours per day/seven days per week at each jail facility. A Registered Nurse shall be available to conduct Receiving screenings twenty-four hours per day/seven days per week.
B. Contractor's nurse staffing shall be sufficient to ensure that:
    1. Receiving screening is carried out as soon as possible upon detainee arrival, but no later than (2) hours upon arrival to the receiving/intake area and prior to the detainee entering the inner receiving area.
    2. Detainees' requests for health care services are triaged from all locations within 12 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. All telehealth equipment must be approved by the Sheriff's Office.

B. Contractor shall provide a single covering Psychiatric Provider who shall be available or on call seven days per week, twenty-four hours per day as mandated by community standards. The Contractor on call during weekends and holidays is expected to manage provider Orders on new bookings, ensure clinical continuity for detainees returning from hospital emergency or inpatient services, and address any urgent behavioral 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:
Mental health assessment and evaluation at receiving including assessments for substance use disorder (SUD) and co-occurring disorders (COD), health assessment, in restricted housing at least three times a week.

1. Crisis intervention.
2. Suicide and/or safety cell evaluation.
3. Stabilization and reduction of time detainees spend in safety cells.
4. Individual counseling.
5. Group treatment.
6. Discharge and aftercare planning.
7. Collaboration with medical staff on integrated plan of care.

B. The Contractor shall employ a Qualified Mental Health Professional on-site at the jail facilities who, working in collaboration with the health care services administrator, shall be responsible for supervising the clinical aspects of the following functions:

1. Treatment programming that meets the needs of the inmate population and is consistent with individualized treatment plans.
2. Supervision of mental health staff to ensure appropriate in-service training, development of treatment plans, and health care record documentation.
3. Treatment programming provided by outside mental health agencies.

15.6 Dental Services: Sheriff

A. The Contractor shall engage appropriate dental staff to ensure that timely oral health screening and medically necessary dental services are provided to detainees at the jails. At a minimum, this shall include a dentist providing contracted hours of service per week, over a minimum of two days a week. Dental assistant and dental hygienists may be used to ensure that prophylactic, urgent, and routine dental services are provided within the

timeframes described within the Remedial Plan. The Contractor may work with residency and training programs for dental services to increase inmate access to dental care.

B. For Probation's JJC, dental services are provided by a community provider.

15.7 Minimum Staffing Coverage: Probation

A. Contractor shall operate clinics at a minimum between the hours of 6:00 a.m. - 10:00 p.m. Monday through Friday, and 7:00 a.m. - 10:00 p.m. on weekends and holidays. Evening and weekend alternatives are possible with collaboration of Probation. Clinical staff will be onsite during working hours.

15.8 Medical Providers: Probation

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 the JJC, each weekday. The Medical Providers shall have experience with adolescent health.

B. A Medical Provider shall be available on site 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: Probation

A. The Contractor shall engage qualified nursing staff so that appropriate sick call and nursing services are provided onsite every day at the JJC.

B. Contractor shall provide a Registered Nurse to be responsible for supervision of other RNs, LPNs, and non-licensed health care staff. Nurse staffing shall also be sufficient to ensure that:

1. Receiving screening is carried out within four hours of arrival in booking.
2. Requests for health care services are triaged from all locations with 24 hours.
3. Prescription drugs and other medications are administered within one hour of the prescribed time.
4. Appropriate and timely medical detoxification services are provided.
5. Patient education and medical discharge planning are conducted appropriately.

15.10 Compliance Coordinator: Sheriff

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

15.11 Continuous Quality Improvement (CQI) Coordinator: Sheriff

A. The Contractor shall employ a CQI Coordinator that shall be responsible for designing,

reviewing and analyzing CQI studies to measure compliance with contract requirements, healthcare standards and Remedial Plan requirements. This person shall be responsible for completing CQI studies as set forth in section 11.

15.12 Health Services Administrator and Assistant Health Services Administrator: Sheriff, Probation

A. Health Services Administrator (HSA) and Assistant Health Services Administrator (AHSA or Assistant HSA) shall provide operational oversight of the healthcare program, ensuring the availability of timely, quality, accessible health services for all patients.
B. The HSA shall manage the healthcare program based on defined goals, objectives, policies, and procedures to ensure the contracted services meet federal, state and local regulations, as well as NCCHC and American Correctional Association (ACA) standards.
C. The HSA and Assistant HSA shall oversee the administrative requirements of the healthcare program, including recruitment, staffing, contracts, data gathering and review, monthly reports as required, medical record-keeping, and other contract services management.
D. The HSA and Assistant HSA shall provide administrative supervision for the site Medical Director and all other medical staff by performing the following essential functions

15.13 Director of Nursing

A. Director of Nursing responsibilities shall include:
    1. Providing overall clinical oversight and supervision of nursing staff.
    2. Developing and implementing nursing policies and procedures that align with best practices and meet regulatory requirements.
    3. Coordinating with the Medical Director to promote high standards of care and support the professional development of nursing staff to provide quality care to patients.
    4. Overseeing daily clinical operations, clinical policies, and clinical procedures to align with facility goals and objectives.
    5. Organizing service delivery, manage resources, and collaborate with other departments, facilities, persons served, families, and visitors.
    6. Leads quality improvement activities, provides direct supervision, and serves as a resource and consultant to nursing staff.
    7. Monitoring safety issues, evaluate service delivery and staff growth, and adhere to the organization's Code of Conduct.
    8. Overseeing compliance with NCCHC, federal, state, and local laws and regulations.
    9. Providing training to CONTRACTOR's nursing staff should policies and procedures be modified or when corrective action plans are implemented.
    10. Demonstrating knowledge of risk management, clinical precautions, infection control, fall prevention, utilization of special procedures, environmental checks, fire disaster procedures, and alternatives to use with regards to seclusion/restraint methods.

15.14 MAT LVN Nursing

A. MAT LVN responsibilities shall include:
    1. Facilitating the ordering of, preparation, and administration of medications for addiction treatment.

2. Monitoring the administration of medication to ensure that patient is taking medication as prescribed.
3. Obtaining diagnostic tests in accordance with orders and protocols.
4. Assisting with the clinical application of individualized treatment programs as directed by MAT Coordinator and Medical Director.
5. Documenting nursing encounters and reporting appropriately.
6. Attending MAT related meetings and trainings when directed or requested.
7. Responding to patient crises as set forth by site policy and procedure.
8. Providing other clinical support or duties as indicated or needed.

15.15 MAT Coordinator

A. MAT Coordinator responsibilities shall include:

1. Overseeing the MAT program, including program development, implementation, and supervision of the MAT initiative.
2. Planning, managing, and supervising MAT services for patients.
3. Assisting in program design and expansion of MAT services, including staffing and program development.
4. Providing professional education and staff development for on-site service providers.
5. Overseeing training provided by Contractor staff to County.
6. Screening individuals for acceptance into the MAT program, including screening at intake for potential opioid withdrawal.
7. Ensuring staff assessed all persons who have positive opioid screening and providing necessary medication.
8. Meeting with patients and community-based providers.
9. Monitoring the MAT program performance.
10. Collecting and preparing statistical reporting data to record performance measures and outcomes to assess MAT program.
11. Participating in continuous quality improvement studies and additional studies/reporting.
12. Assisting with discharge plans for patients.
13. Preparing any necessary program performance reports.
14. Assisting patients with developing skills through activities and groups for reentry into the community and relapse prevention.
15. Ensuring that case management and care coordination are provided for all MAT program patients with community MAT programs and ancillary services upon release.
16. Developing program materials for use in MAT program.
17. Attending community events to education and establish contacts within the community.
18. Assisting with development and implementation of training programs for County staff.

15.16 Facility Coordinator

A. Facility Coordinator responsibilities in the jail facilities shall include:

1. Being on-site to provide the responsibilities set forth in the Agreement.
2. Overseeing coordination of healthcare services on a daily basis within the facility to ensure efficient operations and adherence to established medical protocols.
3. Supervising assigned nursing staff to ensure a high standard of patient care, collaborating with medical providers, promoting safe and supportive environment, and providing oversight of clinical support staff.
4. Supervising and scheduling nursing shifts, oversee RNs/LVNs, and manage performance evaluations and training of direct reports.
5. Assisting in scheduling of sick calls.
6. Evaluating additional resources necessary to ensure timely completion of daily sick calls and ensuring staffing appropriately.
7. Collaborating with providers for non-standardized cases and promptly responding to emergencies or "man down" calls.
8. Coordinating the clinical care provided to incarcerated and youth populations through assessment of the population's needs.
9. Coordinating schedules for visits with the incarcerated and youth population with a priority to patient care.
10. Responding to emergencies at the facilities.
11. Managing inventory, ordering of medical supplies, and actively participating in staff meetings, job shadowing during interviews, and orientation of new employees as needed.
12. Coordinating staff schedules and establishing tasks and responsibilities for staff.
13. Acting as liaisons with community providers, local hospitals and County departments.
14. Assessing performance to increase efficiencies and improving patient outcomes.
15. Addressing and resolving grievances from persons served at the initial level and conduct Quality Assurance audits for continuous improvement.
16. Providing clinical support or duties as indicated or needed.

B. Facility Coordinator responsibilities in the JJC shall include:

1. Responsibilities identified for the Facility Coordinator in the jail facilities.
2. Prioritizing the provision of clinical care of the youth when necessary, including assisting the provider and nursing staff in clinical duties.
3. Ensuring active participation in discharge planning. Upon implementation of CalAIM, Facility Coordinator will coordinate release services with the County Discharge Planner.
4. Coordinating MAT services, vaccine management, and delivery of other clinical activities mandated by this Agreement or NCCHC.

15.17 Licensed Psychiatric Tech

A. Licensed Psychiatric Tech responsibilities shall include:

1. Assisting the licensed mental health clinicians with providing treatment, de-escalation, and consultation to the mental health population, including incarcerated persons in safety or observation cells.

2. Delivering mental health treatment programs to mental health population within the Behavioral Health Units.
3. Performing technical and manual tasks related to patient care under the direction of higher licensed medical professional.
4. Providing direct care, support, and assistance to patients with mental illnesses or behavioral disorders.
5. Assisting with therapeutic activities, medication management, and crisis intervention.
6. Ensuring compliance with all applicable state and federal regulations.
7. Collecting basic data and contributing to the evaluation of individualized interventions for mental health patients in accordance with their care or treatment plan.
8. Providing direct patient care, including basic nursing services, medication administration, communication skills for patient care and education, and contributing to self-care teaching plans.
9. Transcribing provider's orders, assisting with program admission and discharge paperwork, and managing and organizing mental health clinical documentation and records.
10. Assisting with electronic data input and data gathering, continuity of care, discharge planning, attendance in program meetings and gathering persons served identification and social information.

15.18 SUD Counselor

A. SUD Counselor responsibilities shall include:

1. Providing direct care services to patients with mental, emotional, and substance abuse issues.
2. Coordinate with interdisciplinary treatment team to fulfill the interdisciplinary treatment process for patients with a dual diagnosis, including developing and conducting program activities for education and treatment related to substance abuse.
3. In collaboration with a qualified mental health professional, conducting thorough assessments for co-occurring disorders and level of care required, treatment planning, and group/individual counseling for the population in the MAT program.
4. Conducting group and individual substance abuse activities for patients and developing related programs.
5. Developing and implementing recovery plans for patients.
6. Completing and ensuring prompt MAT program admission assessments.
7. Developing self-help and support groups for persons in the MAT program and their families with the goal of providing an extended network of care.
8. Providing on-call response and intervention services for patients in crisis.
9. Assisting patients and families to understand and follow through with substance abuse recommendations to promote long-term recovery.
10. Ensuring timely completion of all necessary records and reports.

15.19 Staffing Levels

A. The Contractor shall maintain its staffing levels as agreed in Exhibits E-1 andE-2 Staffing Matrix. Each position, including all healthcare, ancillary, and administrative positions, shall

be included in the Staffing Matrix and will include the days and hours each position will staff the facilities.

B. If, as direct or indirect result of pending or threatened litigation related to conditions of confinement at the Jail, the Sheriff is required to make staffing increases to its provision of medical services to detainees 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, Contractor 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.

15.20 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 G.

B. The Sheriff and Probation and the Contractor shall, within thirty (30) days of the execution of this Agreement, formulate monthly and quarterly reporting forms which shall establish the basis of the contract monitoring. The Sheriff and Probation at their sole discretion reserve the right to amend and change these reports based on both internal and external requirements.

C. The Contractor shall submit to the County two annual reports, one to address Sheriff's adult facilities and the other to address Probation's juvenile facilities. Each report will provide a comprehensive review of the monthly statistical and program reports and examining significant trends and issues. The Contractor shall also present the reports to the Board of Supervisors. The reports are due no later than 60 days after the end of each calendar year to the Department Head or designee. These reports shall inform the Board of Supervisors and the County of the overall operation of the healthcare delivery system and significant achievements affecting the health care program. The Contractor shall include in this report, recommendations to the County regarding changes in medical procedures and/or protocols.

Performance Requirements

16.0 Decision-making Authority

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

16.1 Sheriff, Probation, and County Access to Records

A. Subject to section 14 of the Agreement governing County access to Contractor's records, 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 or any record required by the County, State, or

Federal agencies or their respective laws, regulations, or other requirements. This includes, but is not limited to, documentation required to substantiate use of Opioid Settlement Funds to support the Medication-Assisted Treatment program, such as actual staff hours dedicated to the administration of the program and detailed logs of medication administered to detainees in the program (reference Exhibit A-1). Such records shall be kept by Contractor for a period of not less than seven 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, evaluations, or reviews, including but not limited to detainees or youth deaths, assaults on staff, staff security breaches, sexual assault, and professional standards investigations the Contractor shall ensure full and immediate response to Sheriff or Probation requests for Contractor's staff participation in the investigation, evaluation, and reviews. The Contractor may be assessed a fee of $1,000 for each 24-hour period that each Contractor's staff person fails to comply with the request. If requested, Contractor shall provide Sheriff or Probation with evidence of its good faith efforts to ensure staff persons' compliance with the investigative requests contemplated herein.

16.3 Cooperation with Monitoring, Audit, and Performance Measurement

A. Subject to section 14 the Agreement governing County access to Contractor's records, 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. Contractor shall comply with Exhibit A-1 which is incorporated herein by reference.

B. The Contractor shall participate and cooperate with environmental, health, and Title XV inspections conducted by County, State, or Federal agencies. 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. The Contractor will participate in quarterly monitoring of behavioral health, medical, BWell and Public Health programs. Monitoring will include requirements from the contract, agreements and *Murray* expert opinions, best practices, evidence-based standards of care, and other nationally recognized standards as needed. Areas that do not meet standards will trigger a corrective action plan (CAP) that will be reviewed and monitored until completion. The CAP will include the following elements:

    1. Investigate and gather preliminary data
    2. Select team members and identify all errors and deficiencies
    3. Identify contributing factors
    4. Determine the root causes
    5. Brainstorm corrective actions for each error or error trend identified
    6. Set achievable targets
    7. Evaluate and monitor the corrective action progress

D. Nothing in this Section 16.3 shall be construed to limit audit requirements found throughout this Agreement or audit requirements under County, State, or Federal law.

16.4 Protocols, Policies and Procedures

A. The Contractor shall maintain site-specific protocols, policies and procedures for all adult health care services and for youth medical services which conform to NCCHC standards, and for supervision of Nurse Practitioners which conform to Federal and California law. Contractor shall establish site-specific policies within 90 days of contract start date, which will then be presented to the County for review and approval. The Contractor shall update policies and procedures as needed throughout the duration of the Agreement. Policies and procedures shall be provided to the Sheriff, Probation, BWD and PHD for review annually thereafter. BWD and PHD shall submit any recommended modifications to policies and/or procedures to the contract manager for consideration by the Sheriff's Office and Probation.

16.5 Service Level Agreements

A. The Contractor shall be accountable for meeting explicit Service Level Agreements (SLAs) and shall be assessed liquidated damages for failure to meet SLAs. SLAs for Year One of this Agreement are detailed in Exhibit H Service Level Agreement.

B. In the fourth quarter of each contract year, the Contractor, Sheriff, Probation, and County will establish SLAs for the new contract year. Year One SLAs may be continued, and new SLAs may be developed. In the event new SLAs are not developed in a subsequent contract year, the prior year SLAs will remain in effect. Each new SLA shall include an objective, performance expectations, measurements, and liquidated damages. Annual SLAs shall be detailed in an Amendment to Exhibit H of this Agreement with corresponding liquidated damages associated with failure to meet the compliance threshold. Sheriff or Probation shall have sole and final decision-making authority. SLAs for subsequent contract years will be detailed in a Memorandum of Understanding between the County and the Contractor.

C. If the Contractor's inability to satisfy the service level agreements set forth in Exhibit H is directly and demonstrably caused by the County's failure to provide timely transportation or escort of individuals to the Contractor for the individual's scheduled appointments, the Contractor's inability to satisfy the service level requirement to that individual will not be included in the calculation of liquidated damages for that service level requirement. To claim excuse under this provision, the Contractor must provide, within seven (7) days of the missed scheduled appointment, the Sheriff's Office Health Services Lieutenant (for the jails) or the Deputy Chief Probation Officer (for Juvenile Facilities) with written documentation of the transportation failure, including: (a) the original scheduled appointment time; (b) the confirmed transportation arrangement with the Sheriff's Office or County Probation; (c) the actual arrival time of the individual; (d) the reason for the delay or failure of transportation as communicated by the Sheriff's Office, County Probation, or otherwise known to the Contractor; and (e) the specific service level requirement impacted by the transportation failure. Excuse under this provision shall be granted if the Sheriff's Office Health Services Lieutenant or the Deputy Chief Probation Officer determines, in their reasonable discretion, whether the Contractor's claim of excused performance is justified based on the documentation provided. Contractor shall use reasonable efforts to mitigate the impact of the delay.

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 detainees 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 detainee or youth at any time.
D. The Contractor shall be responsible for all CalAIM JI Medicaid 1115 Demonstration waiver service and billing requirements, both direct and indirect, and will work with the County to maximize reimbursement of all services that are eligible for detainees leaving incarceration up through 90 days prior to release.
E. 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.
F. 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.
G. 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.
H. If either party is unable to carry out any of its obligations under this Agreement because of conditions beyond its reasonable control, including, acts of war or terrorism, fire, civil disobedience, acts of God and similar occurrences ("Force Majeure"), this Agreement will remain in effect and the non-performing party's obligations shall be suspended for a period equal to the Force Majeure event provided that: (i) the non-performing party gives the other party prompt notice describing the Force Majeure, including the nature of the occurrence and its expected duration and, where reasonably practicable, continues to furnish regular reports with respect thereto during the period of Force Majeure; (ii) the suspension of obligations is of no greater scope and of no longer duration that is required by the Force Majeure; (iii) no obligations of either party that accrued before the Force Majeure are excused as a result of the Force Majeure; and (iv) the non-performing party uses all reasonable efforts to remedy its inability to perform as quickly as possible.
I. 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).
J. 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.
K. 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.
L. Detainee and youth files and automated records are confidential. The Contractor shall be allowed access to these records and files only as needed for duties related to the contract and in accordance with the rules established by the Sheriff's Office or Probation. The Contractor shall adhere to all federal and state laws and regulations, and related policies and procedures for safeguarding the confidentiality of such data.

16.7 Material Changes

If at any time during the Term of this Agreement, a material change is required to the scope of services set forth in Exhibit A of this Agreement as a result of the following conditions which were neither already existing nor reasonably foreseeable at the time of execution of

this Agreement, any of which would result in a material change to the cost of providing the services or materially affects the Company's ability to provide the scope of services (a "Material Change Circumstance"):

A. Company's performance hereunder is materially and substantially impaired by an emergency circumstance arising from a Public Health Emergency (PHE) declared pursuant to Section 319 of the Public Health Service Act, a Disaster declaration pursuant to the Stafford Act (2 U.S.C. §§ 5121-5207), or any similar announcement or proclamation made by the Federal Government or any Federal Agency, or any State, or Local Government pursuant to an analogous provision of Federal or non-Federal law or rule that directly and materially affects the Company's ability to perform the services required under this Agreement (each, an "Emergency Circumstance"). For the avoidance of doubt, economic hardship alone, including the increase in staffing costs, or transportation disruptions, including but not limited to road closures, public transit delays or suspensions, or increased commute times, shall not be considered an Emergency Circumstance for purposes of this provision.

   Should an Emergency Circumstance arise, Contractor shall provide written notice to County describing the nature of the event, its specific impact on Company's performance, and the services affected. Notwithstanding the Emergency Circumstance, Company shall continue to provide all services required under this Agreement that were being provided prior to the Emergency Circumstance, to the extent such services are not directly and materially impacted by the Emergency Circumstance. Notwithstanding the foregoing, Contractor understands and agrees that modification of the Agreement pursuant to this section may be affected by the availability of funds to the County.

B. Material changes to the scope of the services after the execution of this Agreement due to the additional requirements imposed by the Remedial Plan, court order, or stipulation under Murray v. County of Santa Barbara but such material changes shall not include any changes required by obligations already outlined in this Agreement, obligations imposed by CalAIM or National Commission on Correctional Health Care that are either reasonably foreseeable or in effect as of the effective date of the Agreement, or obligations imposed by other laws or regulations that are either reasonably foreseeable or in effect as of the effective date of the Agreement.

C. The parties shall follow the procedures outlined below:
   1. In the event of the occurrence any Material Change Circumstance, the requesting Party shall document the Material Change Circumstance along with a detailed explanation of the impact on the scope of services or cost adjustments and provide this documentation to the other Party.
   2. If the Company's claim that a Material Change Circumstance is based on the need for additional staff, the Company's notice to County must include:
      i. A detailed justification for the need for each additional staff member, specifying the tasks they would perform and explaining why existing staff cannot handle those responsibilities;
      ii. A comprehensive description of alternative steps taken by the Company to address the changed circumstances without

increasing staff levels, including but not limited to process improvements, efficiency measures, reallocation of existing resources, and exploration of technological solutions; and

iii. Evidence demonstrating that the requested staffing level is the minimum necessary to achieve performance under the Material Change Circumstance.

a. The Parties shall then meet and in good faith re-negotiate the terms of this Agreement directly affected by the Emergency Circumstance. Neither Party shall unreasonably delay or withhold consent to such negotiations, or the proposed modifications resulting from such negotiations. In the event the Parties are not able to reach mutually acceptable changes to the Agreement after sixty (60) days, either Party may thereafter terminate the Agreement without cause upon providing twelve (12) months' notice thereafter.

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. Sheriff 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.
5. Prescription drug administrative fees established by the Agreement.

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 costs. 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 Exhibits I-1 and I-2.

17.2 Payment Reductions for Staffing Shortfalls

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

B. The Contractor shall provide County with a report detailing the following information for each position as specified in the Staffing Matrix in Exhibits E-1 and E-2 1) contracted monthly hours; 2) number of actual hours worked by day, including overtime and goodwill hours; and 3) hours missed that were covered by another employee (including the identification of the covering employee and which position the covering employee provided coverage for) of the same or higher licensure on the same day to offset missed hours. The Contractor shall then credit the Sheriff's Office and/or the Probation Department, respectively, for any unfilled hours subject to the 2% margin set forth in Section 17.2.A. In order for an employee of a similar or higher licensure to cover the missed hours of another employee, the coverage must occur during the same day that the hours were missed. Excess hours worked in one day by an employee may not be added to another day or be added up to impact the total monthly hours unless the position is only staffed with one employee (ex: dentist or compliance coordinator who works on Friday instead of Thursday for their regular shift). The hourly cost for each position for purposes of calculating the credit due to the County is in Exhibit F. This report shall be delivered each month to the Health Services Lieutenant (Sheriff) and Probation Fiscal by the 15th of the following month.

C. The Contractor shall identify un-filled clinical and non-clinical positions that remain vacant for 30 days or more. Contractor shall identify clinical and non-clinical vacant positions as specified in the Staffing Matrix in Exhibits E-1 and E-2 and the duration of the vacancy in the report delivered to the County each month by the 15th of the following month.

D. County may in its sole discretion retain 5% of the total amount due on the Contractor's final monthly invoice. This retained sum will be paid to the Contractor within 30 days following the contract's end date minus any deductions for setoff.

17.3 Liquidated Damages

A. County and Contractor agree that damages to County due to Contractor's failure to fully staff the Northern Branch Jail, Main Jail, and JJC as required under this Agreement are impractical and difficult to ascertain. Therefore, a liquidated damages amount shall be assessed against Contractor for its failure to fully staff the facilities in accordance the with staffing matrix set forth in Exhibits E-1 and E-2.

B. Vacant Positions

1. In the event the Contractor fails to staff the positions outlined in the attached staffing matrices (Exhibits E-1 and E-2), the Contractor shall pay liquidated damages to the County in the amount of $200 per day per unfilled position. Liquidated damages shall begin 30 days after the position becomes vacant. As

an example, if a position becomes vacant on day 1, liquidated damages will start to accrue on day 31, as long as that position has not been filled. Liquidated damages assessed pursuant to this subsection shall be paid to the County on a quarterly basis and may take the form of credits on the County's next invoice.

C. Offset and No Waiver

1. County may offset liquidated damages against amounts owing to Contractor. If the County does not assess liquidated damages on any occasion or to the fullest extent permitted herein, it does not waive its right or ability to assess liquidated damages in the future.

Electronic Medical Records (EMR)

18.0 Maintenance of Electronic Medical Records

A. Contractor will maintain an Electronic Medical Records system.

B. The Contractor hereby grants County unlimited rights in accordance with Federal Acquisition Regulations clauses 52.227-14 and 52.227-19 to any data, software or hardware, code or otherwise in conjunction with the EMR Plan or implementation thereof.

C. Contractor shall provide training, administrative support, and technical support to all those the County designates as their agents, including, but not limited to, Sheriff's staff, Probation staff, BWD staff, PHD staff, other County Agency staff, and any other entity or individual identified by the County as requiring access to the EMR and the data it contains.

D. Contractor shall assist the County in all ongoing, and any future, data sharing initiatives that would benefit from the data contained in the EMR database.

E. The EMR must include all required hardware and software, security features including all HIPAA Regulations, system support and disaster recovery components as required for EMR by federal and state law.

F. The County shall provide connectivity and internet access, which may include Wi-Fi or other wireless and/or wired access points.

G. In the event of a disaster, the EMR system shall have the ability to produce recovered data within twenty-four hours of a catastrophic event.

H. Contractor shall provide that at the end of the Agreement term, the EMRs will be transferred to the County in Comma Separated Value (CSV) or other mutually agreed upon format that can be independently accessed by County staff.

I. The Contractor shall deliver to the County any Entity Relationship Diagrams (ERD) and/or detailed Database Schemas showing table, field, key, and descriptions necessary for the County to review the data's relationships and import the data into an alternate system.

J. At the end of the Agreement term, the Contractor shall supply complete support as needed to ensure the transfer of the entire EMR database to the County, or a designated contracted agent of the County, is successful.

K. The Contractor shall include the following limitation of liability arising from copyright infringement:

1. 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.

L. The Contractor shall demonstrate its interoperability and ability to seamlessly transition all health records into County selected EMR during the contract period. The Contractor must be willing to participate in all County workgroups planning for the transition to County selected EMR. The Contractor must document encounters in the EMR that will be CalAIM compliant for billing fee-for-service for 90-day pre-release activities. The Contractor shall ensure that its staff documents all healthcare contacts in the detainee healthcare record in the problem-oriented medical record format (subjective, observation, assessment, plan). The Contractor will maximize the capability of the EMR to automate essential reports. It is expected that non-licensed staff will be proficient in the functions of the EMR to allow for maximum efficiency of provider visits, use of scheduling for sick call, chronic care and all medical and behavioral health visits. Whenever possible the EMR should be able to inform scheduling staff when provider visits are maximized for multiple problems, thereby lessening the burden on staff and maximizing the use of full-time equivalents to care for the population.

M. The County intends transition to an electronic medical record system that will be hosted by the County during the Agreement period. The Contractor shall participate in all required County workgroup meetings in preparation for the transition to the new EMR system. The County shall ensure that initial and scheduled training on the new system is made available to Contractor staff, at no cost to Contractor. Once implemented, the Contractor must document all health and mental healthcare (Sheriff only) encounters in the new EMR system. The Contractor must document encounters in the EMR system that will be CalAIM compliant for billing fee-for-service for 90-day pre-release activities. The Contractor shall ensure that its staff document all healthcare contacts in the detainee healthcare record in the problem-oriented medical record format (subjective, observation, assessment, plan).

18.1 Payment

A. Ongoing 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.

B. When the transition to the new EMR system is complete, Contractor shall no longer charge the County for costs associated with Contractor's selected EMR system.

Information Technology

19.0 Network Infrastructure

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

CALAIM

20.0 CalAIM Implementation:

A. Upon the County's implementation of CalAIM, Contractor shall adhere to all federal, state, other regulations, and state-issued guidance that govern CalAIM implementation, including Department of Health Care Services manuals on billing.

Remedial Plan

21.0 Remedial Plan Compliance

A. Contractor understands that the County is a defendant in *Murray v. County* (CV 17-8805-GW) and is legally bound by the Stipulated Judgment, Remedial Plan, and the 2023 Stipulation re Implementation of the Remedial Plan (collectively, "Remedial Plan"), attached as Exhibits J and K, and incorporated herein by reference. As the County's health care service provider at the jail facilities, Contractor shall provide all clinical and health care services, including mental health care services, outlined in the Remedial Plan and any future amendments thereto.

B. Contractor shall support the County in achieving Substantial Compliance with all applicable requirements of the Remedial Plan.

Jail Based Competency Treatment

22.0 Jail Based Competency Treatment (JBCT) Program

A. CONTRACTOR shall provide competency restoration services consisting of a Jail Based Competency Treatment (JBCT) program to detainees within COUNTY jail facilities.

B. Contractor must adhere to Exhibit N and ensure all subcontractors also comply by including Exhibit N in the subcontracts.

22.1 JBCT Overview

A. CONTRACTOR shall administer a JBCT program within a designated area of the Main Jail and provide restoration of competency treatment services that are intended to restore trial competency for Detainees incarcerated at the Jail and committed to the Department of State Hospitals (DSH) under California Penal Code section 1370. The restoration of competency treatment services shall adhere to the program outlines described in Section 2.1, Program Elements, and the DSH JBCT Policy and Procedures Manual, hereafter referred to as the "Manual."

22.2 CONTRACTOR JBCT Responsibilities

A. CONTRACTOR shall conduct a preliminary evaluation of each potential Patient Inmate by reviewing, at a minimum, the medical and mental health records of each prospective Patient Inmate prior to admission into the JBCT program.

B. CONTRACTOR shall ensure that priority for admissions to the JBCT program shall be based on commitment date of Detainees committed to the COUNTY Jail, unless an exception is made based on one of the factors listed in the California Code of Regulations (CCR), Title 9, Section 4710. In the event multiple felony IST defendants have the same commitment date, admission shall be scheduled based on the availability of the COUNTY to transport the defendants.

C. Upon Detainees admission to the JBCT program, CONTRACTOR shall conduct a more thorough assessment in accordance with Section 2.1, Program Elements, below.

1. CONTRACTOR shall provide services for up to 10 participants at all times in the JBCT program.
2. Should CONTRACTOR determine, based on clinical considerations, patient history, or other factors, that a current or potential Patient Inmate is, or likely shall be, violent and a significant danger to others participating in the JBCT program, CONTRACTOR shall inform the COUNTY and DSH Contract Manager immediately

in writing, and by phone. CONTRACTOR agrees that the decision to remove such a Patient Inmate from the JBCT program is at the sole discretion of DSH, and DSH shall not unreasonably withhold such permission. In the event a Patient Inmate is removed from the JBCT program, DSH shall arrange to have such Patient Inmate admitted to a state hospital forthwith as is permitted under the admission requirements set forth in CCR, Title 9, sections 4700, et seq. CONTRACTOR shall continue to treat the Patient Inmate in the JBCT program until such arrangements are made. CONTRACTOR shall notify the committing COUNTY of the Detainees removal from the JBCT program upon the Detainees admission to the state hospital.

22.3 Program Elements

A. Referral Document Collection Prior to Admission. CONTRACTOR shall coordinate with the committing court to ensure all required documents listed under Penal Code section 1370, subdivision (a)(3) are provided by the court for all Detainees upon admission. CONTRACTOR shall provide copies of these documents to DSH immediately upon request, no later than 24 hours from receipt of the request. Once the committing COUNTY's felony IST referrals are being managed by the DSH Patient Management Unit (PMU), the PMU shall coordinate with the committing court and provide all required documents to CONTRACTOR.

B. Referrals Determined to be Not Suitable for Admission. Should CONTRACTOR determine, based on clinical or custodial considerations, that a felony IST referral is not suitable for admission into the JBCT program, CONTRACTOR shall inform the DSH Contract Manager and the PMU immediately in writing or by phone. Immediately upon making this determination, CONTRACTOR shall provide all required documents listed under Penal Code section 1370, subdivision (a)(3) to the PMU no later than 24 hours. Once the committing COUNTY's felony IST referrals are being managed by the PMU, the transmission of these documents will no longer be required.

C. Removal of Detainees No Longer Clinically Suitable.

D. Upon admission, CONTRACTOR shall assess each Patient Inmate to ascertain if trial competence is likely and medical issues would not pose a barrier to treatment. At the discretion of the DSH Contract Manager, and if requested in writing, CONTRACTOR shall review and agree upon new Detainees being forwarded for admission and/or retention into the JBCT program, which may contraindicate fast-track jail treatment.

E. Should CONTRACTOR determine, based on clinical considerations or other factors, that a Patient Inmate admitted into the JBCT program is no longer clinically suitable for participation in the program, CONTRACTOR shall contact the DSH Contract Manager to discuss treatment options. CONTRACTOR agrees that the decision to remove such a Patient Inmate from the JBCT program is at the sole discretion of the DSH, and the DSH shall not unreasonably withhold such permission. Should CONTRACTOR and DSH determine a detainee should be removed from the JBCT program, CONTRACTOR shall continue to provide treatment until arrangements are made to admit the detainee to a state hospital. Within seven days of making this determination, CONTRACTOR shall also provide the following additional documents to the PMU, including but not limited to:

    1. Transfer Notification Letter;
    2. Court Reports, if due or submitted;
    3. 90-Day Progress Reports, if due or submitted;
    4. Psychiatry Intake Assessment;
    5. The three most recent Psychiatry Progress Notes;

6. Psychology Intake Assessment;
7. 30-Day psychologist Competency Reassessments;
8. Social Work/Clinician Intake Assessment;
9. Nursing Intake Assessment;
10. Informed Consent;
11. Medication Orders;
12. Laboratory Results, if any; and
13. Discharge Summary.

F. Psychological Assessment Protocol. CONTRACTOR shall administer a battery of individualized psychological assessments and testing upon admission. Standardized and semi-structured psychological tests shall be utilized to complete a preliminary assessment of the Detainees current functioning, likelihood of malingering, and current competency to stand trial. Impediments to trial competency shall be ascertained through the use of preliminary assessment instruments, including but not limited to:
    1. Clinical Interview. The psychologist shall obtain information pertaining to the Detainees psychosocial, psychiatric, and legal history as well as barriers to competency. The Mental Status Exam (MSE) shall also be included in the interview;
    2. Assessment of Malingering (as clinically indicated). Miller Forensic Assessment of Symptoms (M-FAST);
    3. Assessment of Trial Competence. Evaluation of Competency to Stand Trial-Revised (ECST-R), the MacArthur Competency Assessment Tool – Criminal Adjudication (MacCAT-CA), and/or the Competence Assessment for Standing Trial for Defendants with Mental Retardation (CAST-MR); and
    4. Severity of Psychiatric Symptoms. Brief Psychiatric Rating Scale (BPRS).

G. CONTRACTOR shall administer additional malingering-specific assessments, integrating additional observable data reported by various disciplines on a 24/7 basis if preliminary assessment suggests the presence of malingering. If the screening instruments administered during the preliminary assessment raise suspicion that the primary barrier to trial competency is malingering, the following may also be utilized, including but not limited to:
    1. Structured Interview of Reported Symptoms – Second Edition (SIRS2);
    2. Test of Memory Malingering (TOMM);
    3. Georgia Atypical Presentation (GAP);
    4. Structured Inventory of Malingered Symptomatology (SIMS); or
    5. Inventory of Legal Knowledge (ILK).

H. CONTRACTOR may administer further cognitive functioning assessments based on the specific cognitive deficit identified during the preliminary assessment. If the screening instruments administered during the preliminary assessment raise suspicion that the primary barrier to trial competency is cognitive deficits, the following may also be utilized, including but not limited to:
    1. Repeatable Battery for the Assessment of Neuropsychological Status (RBANS);
    2. Wide Range Achievement Test 4 (WRAT4); or
    3. Montreal Cognitive Assessment (MoCA).

I. Contractor may administer additional instruments assessing personality to complete further assessment of psychological functioning, including but not limited to:
    1. Personality Assessment Inventory (PAI); or
    2. Minnesota Multiphasic Personality Inventory-2 (MMPI-2).

I. CONTRACTOR shall conduct follow-up assessments of the Detainees current competency to stand trial at 30-day intervals or more frequently as needed using any of the following, including but not limited to:
    1. Evaluation of Competency to Stand Trial-Revised (ECST-R);
    2. Revised Competency Assessment Instrument (R-CAI);
    3. MacArthur Competency Assessment Tool – Criminal Adjudication (MacCAT-CA); or
    4. Competence Assessment for Standing Trial for Defendants with Mental Retardation (CASTMR).

J. Individualized Treatment Program. CONTRACTOR shall identify specific deficits that result in incompetence to stand trial upon admission. Each deficit shall be listed on the individualized treatment plan and shall be targeted in the Detainees treatment. CONTRACTOR shall use current standardized competency assessment tools, such as the MacArthur Competency Assessment Tool, after considering the totality of clinical and forensic circumstances.

K. CONTRACTOR shall provide an individualized restoration program according to the treatment approach subscribed to by the individual treatment teams and indicated by the detainees' psychiatric condition, level of functioning, and legal context.

L. CONTRACTOR shall tailor individualized treatment regimens to the Detainees specific barrier(s) to trial competency. Deficits identified in the competency assessment upon admission to the JBCT program shall be listed in the individual treatment plan and addressed by specific treatment interventions.

M. CONTRACTOR shall conduct case conferences weekly or as needed to reassess Detainees' progress toward restoration of competence to allow the treatment teams to measure whether their treatment interventions are working, and whether additional treatment elements need to be incorporated into Detainees' treatment plans.

N. Multi-modal, Experiential Competency Restoration Educational Experience and Components.

O. CONTRACTOR shall provide educational materials presented in multiple learning formats by multiple staff to each Patient Inmate, e.g., a simple lecture format may be replaced with learning experiences involving discussion, reading, video, and experiential methods of instruction, such as role-playing or mock trial.

P. CONTRACTOR shall address the following elements in the education modalities of the competency restoration program, including but not limited to:
    1. Criminal charges;
    2. Severity of charges, namely Felony vs. Misdemeanor;
    3. Sentencing;
    4. Pleas including, Guilty, Not Guilty, Nolo Contendere and Not Guilty by Reason of Insanity;
    5. Plea bargaining;
    6. Roles of the courtroom personnel;
    7. Adversarial nature of trial process;
    8. Evaluating evidence;
    9. Court room behavior;
    10. Assisting counsel in conducting a defense;
    11. Probation and Parole; and
    12. Individualized instruction as needed.

Q. CONTRACTOR shall provide additional learning experience through increased lecture time, as well as individual instruction to Detainees who are incompetent due to specific knowledge deficits caused by low intelligence, but who may be restored to competence with additional exposure to the educational material.

R. Medication Administration and Consent. CONTRACTOR shall obtain proper authorization (e.g., informed consent for treatment, medication issues) from the Detainees as soon as possible in accordance with professional standards of care and court practices.
    1. CONTRACTOR shall provide strategies to promote and incentivize voluntary psychotropic medication compliance.
    2. If involuntary psychotropic medication is not ordered by the court at time of commitment of a Patient Inmate to the JBCT program and the treating psychiatrist determines that psychotropic medication has become medically necessary and appropriate, CONTRACTOR shall request that the court make an order for the administration of involuntary psychotropic medication as outlined in the DSH JBCT Policy and Procedures Manual.
    3. CONTRACTOR shall administer involuntary psychotropic medication when medically necessary and appropriate upon the issuance of the court order as outlined in the DSH JBCT Policy and Procedures Manual.

S. Suicide Prevention/Adverse Events. CONTRACTOR shall develop a suicide prevention program and assessment procedures that shall include an adverse sentinel event review process. CONTRACTOR shall submit written suicide prevention procedures to the DSH Contract Manager for approval annually.

T. Patients' Rights/Grievance Process. Upon admission, CONTRACTOR shall provide an orientation and education on the Patient Inmate grievance process for each Patient Inmate. CONTRACTOR shall post the Patient Inmate Grievance Process in a visible location in an area commonly used by Detainees.

U. Data Deliverables. DSH maintains a standardized data collection template. CONTRACTOR shall complete and submit this data collection to DSH on a weekly basis with a deadline to be determined by DSH.

V. CONTRACTOR shall submit daily census reports to DSH, unless otherwise requested by the DSH. ii. CONTRACTOR shall submit a summary performance report within 30 days of the end of the contract term to COUNTY and DSH, to include but not be limited to, the information stated above and:
    1. The total number of individuals restored to competency;
    2. The average number of days between program admission and discharge;
    3. The total costs of the program by budget category: personnel, operating expenses, administrative expense, custody and housing, and other direct operating costs as well as overall cost over Patient Inmate treated and the costs for those found to be malingering;
    4. The cost per cycle of treatment;
    5. A description of all implementation challenges; and
    6. Special incident reports and notification to DSH of emergencies.

W. Reporting Requirements. CONTRACTOR shall submit a written report to the court, the community program director of the COUNTY or region of commitment, and the DSH Contract Manager concerning the Detainees progress toward recovery of trial competence within 90 days of a commitment. The report shall include a description of any antipsychotic medication administered to the Patient Inmate and its effects and side effects, including

effects on the Detainees appearance or behavior that would affect the Detainees ability to understand the nature of the criminal proceedings or to assist counsel in the conduct of a defense in a reasonable manner.

X. CONTRACTOR shall verbally report any escape within 24 hours to the court that made the commitment, the prosecutor in the case, the Department of Justice, and the DSH Contract Manager, with a written report to follow within five business days.

Y. CONTRACTOR shall report via phone or email to the DSH Contract Manager when a Patient Inmate who is currently receiving treatment in the JBCT program is involved in a Serious Incident. "Serious Incidents" shall include, but not be limited to, causing serious harm to self or others and committing a new felony offense. Such reporting shall take place within 24 hours of the Serious Incident. CONTRACTOR shall respond to Serious Incidents and law enforcement issues, with coverage 24 hours per day, seven days a week, and with the capacity to arrange for or provide emergency transportation of Detainees. CONTRACTOR shall maintain a Serious Incident file that is separate from the Patient Inmate record.

Z. CONTRACTOR shall file a certificate of restoration with the court that made the commitment when the Program Director or their designee determines that the Patient Inmate has regained trial competence.

22.4 Treatment Protocol

A. JBCT is an intensive, milieu-based treatment program that quickly facilitates competency through a combination of group and individual therapy.

B. Group therapy is central to the restoration process, and CONTRACTOR shall provide treatment daily to Detainees. Group content should include one of the four group treatment domains: competency education, understanding and management of mental illness, physical exercise, and mental/social stimulation. Many group topics can be assimilated into the groupings, e.g., mock trial, music-based competency treatment, etc.

C. CONTRACTOR shall provide individual sessions per day to each Patient Inmate. Individual sessions may be used to check-in with Detainees and/or discuss key legal elements of the individual's case that may be too sensitive for group discussion. Specific competency issues can best be addressed individually, e.g., a Patient Inmate understands court proceedings but struggles to apply the knowledge to their individual case.

D. CONTRACTOR's JBCT psychiatrist shall see each Patient Inmate weekly. A psychiatric assessment is a component of the admission process, and more frequent appointments shall be available as needed.

E. Together on a weekly basis, the multi-disciplinary treatment team shall review:

F. Progress of all Detainees admitted within 30 days,

1. At subsequent 14-day intervals thereafter, and
2. When a Patient Inmate is under consideration for discharge.
3. The multi-disciplinary treatment team shall be responsible for providing the committing court progress reports pursuant to Penal Code section 1370 subdivision (b)(1).

Exhibit A-1
Opioid Settlement Funds

1. **Performance**
   A. Contractor shall only use the Opioid Settlement Funds for approved opioid abatement activities as set forth in Exhibit A Scope of Work (Program). Contractor's performance shall be governed by all laws, regulations, Behavioral Health Information Notices (BHIN), applicable National Opioid Settlement Agreements, and applicable bankruptcy plan documents regarding use of the funds that derive from the opioid litigation against manufacturers and distributors of prescription opioids, which can be accessed on the Department of Health Care Services (DHCS) Opioid Settlement website at: https://www.dhcs.ca.gov/provgovpart/Pages/California-Opioid-Settlements.aspx (collectively referred to as the Applicable Authority for Use of Opioid Funds).

2. **Reports**
   A. Contractor shall certify that all Opioid Settlement Funds expended by Contractor have been used in compliance with the intended use of the funds as set forth in Exhibit A – Scope of work and in accordance with the Applicable Authority for Use of Opioid Funds. Contractor shall attest to this on each invoice submitted, which must be signed by someone with authority to legally bind Contractor.
   B. Contractor shall provide documentation to the County Designated Representative [with each invoice no more than quarterly] including, but not limited to:
   C. An accounting of actual expenditures incurred by Contractor for the Program(s);
   D. Programmatic reports which shall include a brief narrative description of Contractor's progress in implementing the programs, goals, and outcomes of this Agreement;
   E. The number of non-duplicated clients served or number of services provided;
   F. The amount of actual costs that Contractor intends to claim as Indirect Costs.
   G. Any other program specific reporting requirements, if any, as set forth in Exhibit A – Scope of Work that are applicable to the Program;
   H. By entering into this Agreement, Contractor understands that its failure to submit timely reports may result in the withholding of payments until Contractor has submitted any required data, or a meet and confer with DHCS and/or the County, or an audit, or legal action.

3. **Record Keeping**
   A. Contractor shall maintain financial records, documents, and other relevant evidence, including local accounting procedures and practices, to properly reflect direct and indirect costs related to its activities funded by the Opioid Settlement Funds.
   B. Contractor shall preserve these records for a minimum of six (6) years after the expiration of the Agreement.
   C. If the County or DHCS determines that Contractor's use of the Opioid Settlement Funds is inconsistent with eligible uses, records may be requested as part of a meet and confer, an audit, or legal action. If any litigation, claim, negotiation, audit, or other action involving the records has been started before the expiration of the six-year period, the records must be retained until the completion of the action and resolution of all issues which arise from it or until the end of the regular six-year period, whichever is later.

4. **Reasonable Administrative Costs**

A. Contractor may use Opioid Settlement Funds to cover "Indirect Costs" as defined by DHCS in BHIN 2024-02 at Enclosure 1, available at https://www.dhcs.ca.gov/Documents/CSD/Enclosure-1-RAC.pdf. Total Indirect Costs shall be reasonable and not exceed actual costs or 10% of the total contract amount funded by Opioid Settlement Funds, whichever is less.

B. Indirect Costs are defined as "costs incurred for a common or joint purpose benefiting more than one cost objective and not readily assignable to direct cost objectives." (https://www.dhcs.ca.gov/Documents/CSD/CA-OSF-Glossary.pdf.) DHCS considers administrative expenses not identifiable with a specific project or benefitting more than one cost objective, such as overhead, general operations, or organization-wide activities of an agency, to be indirect costs.

5. **Confidentiality**

A. Contractor and its employees shall maintain the confidentiality of patient records and any other health and enrollment information that identifies a particular beneficiary pursuant to: Title 42 United States Code (USC) Section 290 dd-2; Title 42 Code of Federal Regulations (C.F.R.), Part 2; 42 C.F.R. Section 438.224; 45 C.F.R. Section 96.132(e), 45 C.F.R. Parts 160, 162, and 164; Title 22 California Code of Regulations (C.C.R.) Section 51009; Welfare & Institutions Code (W&IC) Section 5328 et seq. and Sections 14100.2 and 14184.102; Health and Safety Code (HSC) Sections 11812 and 11845.5; Civil Code Sections 56 – 56.37, 1798.80 – 1798.82, and 1798.85, to the extent that these requirements are applicable. Patient records must comply with all appropriate State and Federal requirements.

6. **Monitoring**

A. Contractor's performance of this Agreement will be monitored on an ongoing basis for compliance with the terms of this Agreement. County shall assign senior management staff as contract monitors to coordinate periodic review meetings with Contractor's staff regarding quality of services, fiscal and overall performance activity, and provider recertification requirements, as applicable. Contractor grants County the right to conduct periodic on-site and/or electronic reviews of Contractor's clinical documentation or accountings for expenditure of Opioid Settlement Funds.

B. Contractor shall allow the County and/or DHCS, and/or other authorized federal and state agencies, or their duly authorized designees, to evaluate Contractor's performance under this Agreement, including the quality, appropriateness, and timeliness of services provided. This right shall exist for six (6) years from the term end date of this Agreement or in the event the Contractor has been notified that an audit or investigation of this Agreement has been commenced, until such time as the matter under audit or investigation has been resolved, including the exhaustion of all legal remedies, whichever is later. If monitoring activities identify areas of non-compliance, Contractor will be provided with recommendations and a Corrective Action Plan (CAP).

C. Contractor shall participate in the creation of the CAP and shall comply with CAP requirements in order to address any deficiencies identified during the County's monitoring process. CAPs shall be submitted within the required timeframes and shall be

documented using the template provided, shall provide a specific description of how the deficiency shall be corrected, and shall be signed and dated by program staff.

7. Reimbursement of Funds for Non-Compliance

A. In the event of Contractor's failure to meet reporting requirements and/or its improper use of funds, the County or DHCS may require Contractor to reimburse the Opioid Settlements Funds remitted to Contractor under this Agreement. Contractor shall reimburse the funds within 30 days of a written request.

B. Contractor shall be liable to County for any penalties assessed against County for Contractor's failure to comply with the Applicable Authority for Use of Opioid Funds.