

THE BOARD OF SUPERVISORS OF THE COUNTY OF STANISLAUS  
ACTION AGENDA SUMMARY

DEPT: Chief Executive Office

BOARD AGENDA # B-15

Urgent  Routine

AGENDA DATE April 28, 2009

CEO Concurs with Recommendation YES  NO   
(Information Attached)

4/5 Vote Required YES  NO

SUBJECT:

Approval of Agreement Between the County of Stanislaus and California Correct Care Solutions, PC for Inmate Health Care Services

STAFF RECOMMENDATIONS:

1. Approve the agreement between the County of Stanislaus and California Correct Care Solutions, PC for Inmate Health Care Services.
2. Authorize the Chair of the Board to sign the Agreement for the initial period of July 1, 2009 - June 30, 2014, with possible extension through June 30, 2016.

FISCAL IMPACT:

This contract is funded by the General Fund in the Chief Executive Office - Jail Medical Program Budget. The contract serves a base population of 1,500 inmates and detainees, including those housed at the Men's Jail, Public Safety Center, Honor Farm, and Juvenile Hall. The contract provides health care services to Stanislaus County inmates/detainees seven days per week, and complies with standards established by the American Correctional Association, the National Commission on Correctional Health Care, the Institute for Medical Quality, and Title 15 and Title 24 of the California Code of Regulations.

(Continued on page 2)

BOARD ACTION AS FOLLOWS:

No. 2009-277

On motion of Supervisor O'Brien, Seconded by Supervisor Grover  
and approved by the following vote,

Ayes: Supervisors: O'Brien, Chiesa, Grover, Monteith, and Chairman DeMartini

Noes: Supervisors: None

Excused or Absent: Supervisors: None

Abstaining: Supervisor: None

1) X Approved as recommended

2) \_\_\_\_\_ Denied

3) \_\_\_\_\_ Approved as amended

4) \_\_\_\_\_ Other:

MOTION:



ATTEST: CHRISTINE FERRARO TALLMAN, Clerk

File No.

**FISCAL IMPACT (Continued):**

The services include sick call, ancillary services (x-rays, laboratory services, etc.), hospitalizations, female specialty needs services (including pregnancies), pharmacy, administration of medications, infection control, health education, detoxifications, dental services, vision services, and mental health services (mental health services will be provided for adult inmates only).

The cost for the annual base contract and per diem payments are as follows:

<u>Year #</u>	<u>Period Covered</u>	<u>Annual Base Amount</u>	<u>Per Diem</u>
1	7/1/2009-6/30/2010	\$7,139,000	\$3.19
2	7/1/2010-6/30/2011	\$7,495,750	\$3.29
3	7/1/2011-6/30/2012	\$7,870,338	\$3.39
4	7/1/2012-6/30/2013	\$8,263,654	\$3.49
5	7/1/2013-6/30/2014	\$8,676,637	\$3.59
6 and 7	7/1/2014-6/30/2016	To be mutually agreed upon by the parties. Anticipated increases, however, shall not exceed 4.5% per year.	

The annual base contract increases are 5 percent per year, and the per diem rates reflect an approximate 3 percent increase per year. If the County chooses to extend the agreement for two additional years (years 6 and 7), the base contract and per diem rates will be mutually agreed upon by the parties and shall not exceed 4.5 percent per year. The per diem amount will be paid if the combined average daily population exceeds 1,500 inmates/detainees on a quarterly basis. Conversely, if the average daily population falls below 1,350 on a quarterly basis, the County will reduce the payment to the contractor accordingly.

The base contract reflects a \$463,931 increase from the 2008-2009 contract with California Forensic Medical Group, representing a 7 percent increase. For the past several years, this contract has increased at a rate of 5 percent per year. In the new contract, the base population served is increasing by 25 inmates/detainees, from 1,475 to 1,500 total inmates/detainees. In addition, the new contract includes a slight increase in staffing and a comprehensive electronic medical records system. The electronic medical records system was requested as a separate option in the bid pricing, however, CCS included it in their base contract proposal at no additional cost.

In addition to the base contract costs, a per diem budget of \$17,465 is requested to allow per diem payments to CCS if the total population exceeds 1,500 for a quarter. This amount represents 15 additional inmates/detainees, bringing the total inmates/detainees served to 1,515. If approved, these costs will be included in the 2009-2010 Chief Executive Office – Jail Medical Program Proposed Budget in addition to the full cost of the contract.

Language has been added to this contract that would allow the County to negotiate the rates if any part of the Custodial facilities expands or closes, thereby affecting the total number of beds for the fiscal year. This would allow the County to negotiate savings in this contract if the overall bed capacity of the facilities decreases to the point that the number of medical staff is reduced.

Not included in this contract is the cost of mental health services at Juvenile Hall. Those services have been successfully provided by Stanislaus County's Behavioral Health and Recovery Services (BHRS) for many years. The CEO – Jail Medical Budget has historically included the cost of the psychotropic medications for the Juvenile Hall detainees in its budget, which totals \$75,000 in Fiscal Year 2009-2010, and the cost of the staff has been paid by BHRS.

**DISCUSSION:**

Background:

California Forensic Medical Group (CFMG) has been the County's inmate health provider for over 20 years. In the summer of 2008, it was decided that a Request for Proposal (RFP) should be issued for these services, including medical, mental health, dental, and vision for the adult facilities, and medical, dental, and vision for Juvenile Hall. A team consisting of representatives from the Chief Executive Office, County Counsel, Probation, and the Sheriff met numerous times to develop the RFP documents. A list of the RFP process and timeline is as follows:

County Issued RFP	September 17, 2008
Mandatory Pre-Conference	October 8, 2008
Addendum #1 Issued	October 29, 2008
Addendum #2 Issued	November 7, 2008
RFP Closing Date	November 24, 2008
Interviews Conducted	December 12 & 16, 2008
Notification of Award/Non-Award Sent	December 29, 2008

The County received four responses to the Request for Proposal (RFP) for inmate health services. All four vendors were interviewed and scored individually for the content of their proposals, including reference checks. Those scores were weighted at 60 percent of the total and were turned into the Purchasing Division before pricing proposals were opened. Pricing comprised 40 percent of the total score, and was based on the lowest price.

California Correct Care Solutions, PC (CCS) received the highest score for the content/presentation portion of the scoring, and the second-highest score for pricing. The difference between the lowest bidder's proposal and CCS's proposal was \$177,802 annually. When pricing was evaluated, the highest score

was given to the vendor that proposed the services without electronic medical records. CCS included electronic medical records in their base contract proposal, and didn't submit an option without it. If the pricing proposals were evaluated including electronic medical records, CCS would have been the lowest bidder. The result of the combined content and pricing score determined that California Correct Care Solutions, PC (CCS) should be awarded the contract. No appeals were received in this process.

Since the notification of the results of the RFP, CCS has been preparing a transition plan and will be ready to take over operations on July 1, 2009. Many key staff assignments have been made, and there has been much cooperation with the County in ensuring a successful transition.

CCS will provide improvements in the delivery of medical services to detainees. The biggest improvement will be its electronic medical records system, which will greatly enhance staff's ability to access medical information timely and accurately and is provided at no additional charge. CCS will also provide many new reports and statistical information to the County which will aid in monitoring the contract and services provided.

The contract with CCS does not include the cost of mental health services and psychiatric medications for Juvenile Hall detainees. The mental health services are provided by the County's Behavioral Health and Recovery Services, and the cost of the medications are budgeted separately in the CEO – Jail Medical Program budget. Early in this process, the County did engage in discussions with Behavioral Health and Recovery Services regarding providing the mental health services for the adult facilities as well as for the Juvenile Hall detainees. Due to staff efficiencies experienced by the contractor in the adult facilities, it was not cost-effective for BHRS to provide these services. While BHRS will not provide mental health services at the adult facilities, CCS has committed to working with BHRS to provide for a coordination of care between CCS and BHRS.

**POLICY ISSUES:**

The Board of Supervisors should decide if staff's recommendation is consistent with its Board Priority of *A safe community*.

**STAFFING IMPACTS:**

Staff from the Sheriff' Office, Probation, County Counsel, and the Chief Executive Office will closely monitor this contract to ensure its success.

**AGREEMENT  
FOR  
PROFESSIONAL SERVICES**

This Agreement for Professional Services is made and entered into by and between the County of Stanislaus ("County") and California CCS, PC ("Consultant"), on \_\_\_\_\_, 2009 (the "Agreement").

**Introduction**

WHEREAS, the County has a need for detainee health care services that are legally defensible; which meet correctional standards of health care; and which comply with applicable State and local laws including the medical aspects of Title 15 and Title 24 of the California Code of Regulations; and

WHEREAS, the Consultant is specially trained, experienced and competent to perform and has agreed to provide such services;

NOW, THEREFORE, in consideration of the mutual promises, covenants, terms and conditions hereinafter contained, the parties hereby agree as follows:

**Terms and Conditions**

1. **Scope of Work**

1.1 The Consultant shall furnish to the County upon execution of this Agreement or receipt of the County's written authorization to proceed, services and work set forth in the Scope of Work, which is attached hereto as **Exhibit A** and, by this reference, made a part hereof. All services provided by Consultant and the manner in which services are to be provided are more particularly set forth in County's Request for Proposal #08-58-TRS; the Consultant's responding proposal which includes a pricing proposal dated November 24, 2008; Notice to Proposers; Information for Proposers; General Conditions, as well as any plans, specifications, addenda, and any documents particularly required or provided (as may be applicable), all of which are incorporated herein by reference and made a part hereof (collectively, the "RFP"). All of the foregoing documents, as may be applicable, together with this Agreement, comprise the contract and all services provided hereunder shall be performed in accordance therewith. In the event there is a conflict between the terms and conditions set forth in this Agreement, those set forth in the RFP, and those set forth in **Exhibit A**, then in such case, the terms and conditions shall control in this order: 1<sup>st</sup>, **Exhibit A**, 2<sup>nd</sup>, this Agreement, and 3<sup>rd</sup> the RFP.

1.2 With the exception of medical records, all documents, drawings and written work product prepared or produced by the Consultant under this Agreement, including without limitation electronic data files, are the property of the Consultant; provided, however, during the term of this Agreement, the County shall have the right to reproduce, publish and use all such work in any manner and for any purposes whatsoever and to authorize others to do so, except that the County shall not have any rights to Consultant's proprietary information (i.e., payroll, employees records, intellectual property, privileged and confidential documentation, peer review information), or any part thereof. If any such work is copyrightable, the Consultant may copyright the same, except that, as to any work which is copyrighted by the Consultant, excluding ERMA®-related materials,

the County reserves a royalty-free, non-exclusive, and irrevocable license to reproduce, publish, and use such work, or any part thereof, and to authorize others to do so, provided such reproduction, publishing and use is solely during the term of this Agreement. Notwithstanding the foregoing, County shall have the right to continue the use of all policies and procedures instituted by Consultant during the term of this Agreement, and shall further have access to and use of all statistical information generated by Consultant for County's use during the term of this Agreement.

The County shall defend, indemnify and hold harmless the Consultant and its officers, employees, agents, representatives, subcontractors and consultants from and against all claims, damages, losses, judgments, liabilities, expenses and other costs, arising out of or resulting from the County's reuse of the documents and drawings prepared by the Consultant under this Agreement.

1.3 Services and work provided by the Consultant under this Agreement will be performed in a timely manner in accordance with a schedule of work set forth in Exhibit A. If there is no schedule, the hours and times for completion of said services and work are to be set by the Consultant; provided, however, that such schedule is subject to review by and concurrence of the County.

- 1.3.1 Consultant must recruit, screen, credential, interview, hire, train and supervise all health care staff. Such health care staff must be adequate to meet all conditions and specifications set forth in this Agreement. All medical staff providing services under this Agreement must be licensed to practice in the State of California and submit to County's security screening. The County reserves the right to approve or reject any of Consultant's medical care personnel.
- 1.3.2 Consultant shall provide staffing seven (7) days per week at the acceptable minimum shown on Table 1 attached hereto. Specifically, Consultant shall provide:
  - a. A full-time, on-site Program Administrator who shall have general responsibility for the successful delivery of health care for the Stanislaus County Downtown Men's Jail, Public Safety Center, Honor Farm and Stanislaus County Juvenile Hall (collectively, the "Custodial Facilities").
  - b. Sick call will be conducted seven (7) days a week with emergency response on weekend by a Physician, Family Nurse Practitioner, Physician's Assistant or a Registered Nurse operating under standardized procedures.
  - c. Availability of a physician 24 hours a day (on-site or on call). Sufficient physician time should be provided to assure that a physician is available forty (40) hours per week for patient care and clinical supervision/oversight of the health care program staff, of which six (6) shall be at Juvenile Hall. There must be timely attention to the medical needs of the inmate/detainee. If a physician is needed and the physician is not available on-site, referral to a community resource is required.
  - d. Arrangements for twenty-four (24) hours a day emergency services shall include handling of on-site emergencies and the availability of acute hospital emergency room and inpatient services.
  - e. Twenty (20) hour a day sight/sound inspections of the in-jail medical units (when occupied) by a health care staff person, supervised by a registered

nurse. Physicians shall document visits to inmates and detainees housed in facility medical units as clinically indicated.

- f. Availability of licensed registered nurses on-site and on-call to assist, when requested, with intake medical evaluations twenty-four (24) hours per day at the Custodial Facilities.

1.4 The Consultant shall provide services and work under this Agreement consistent with the requirements and standards established by applicable federal, state and County laws, ordinances, regulations and resolutions. The Consultant represents and warrants that it will perform its work in accordance with generally accepted industry standards and practices for the profession or professions that are used in performance of this Agreement and that are in effect at the time of performance of this Agreement. Except for that representation and any representations made or contained in any proposal submitted by the Consultant and any reports or opinions prepared or issued as part of the work performed by the Consultant under this Agreement, Consultant makes no other warranties, either express or implied, as part of this Agreement.

1.5 If the Consultant deems it appropriate to employ a consultant, expert or investigator in connection with the performance of the services under this Agreement, the Consultant will so advise the County and seek the County's prior approval of such employment. Any consultant, expert or investigator employed by the Consultant will be the agent of the Consultant not the County.

**2. Consideration**

2.1 The Consultant shall be compensated for services provided hereunder in accordance with the Price Schedule set forth below.

<u>Year #</u>	<u>Period Covered</u>	<u>Annual Base Amount</u>	<u>Monthly Base Amount</u>	<u>Per Diem</u>
1	7/1/2009-6/30/2010	\$7,139,000.00	\$594,916.67	\$3.19
2	7/1/2010-6/30/2011	\$7,495,750.00	\$624,645.83	\$3.29
3	7/1/2011-6/30/2012	\$7,870,338.00	\$655,861.50	\$3.39
4	7/1/2012-6/30/2013	\$8,263,654.00	\$688,637.83	\$3.49
5	7/1/2013-6/30/2014	\$8,676,637.00	\$723,053.08	\$3.59
6 and 7	7/1/2014-6/30/2016	TO BE MUTUALLY AGREED UPON BY THE PARTIES. ANTICIPATED INCREASES, HOWEVER, SHALL NOT EXCEED 4.5% PER YEAR.		

The County shall pay Consultant the Monthly Base Amounts as shown above on or before 30 days after receipt of an invoice from Consultant for services provided hereunder. Per diem increases or decreases shall be billed on a quarterly basis and shall be based upon the combined average daily population for the Stanislaus County Downtown Men's Jail, Public Safety Center, Honor Farm and Stanislaus County Juvenile Hall (Average Daily Population). The specific calculations are as follows:

If the Average Daily Population for the quarter is less than 1,350, the decrease shall be calculated as follows:  $(1,350 - \text{Average Daily Population}) \times (\text{Per diem}) \times (\text{Number of days in quarter})$ . This amount will be deducted from the payment to Consultant from the invoice payment immediately following the quarterly determination, and such invoice shall specifically setting forth the calculation of such deduction.

If the Average Daily Population for the quarter exceeds 1,500, the increase shall be calculated as follows: (Average Daily Population – 1,500) x (Per diem) x (Number of days in quarter). This amount will be paid separately to Consultant on or before 30 days after receipt of an invoice from Consultant for such per diem increases, and such invoice shall specifically setting forth the calculation of such increase.

In the event beds are added due to the expansion or deleted due to the closure of a portion of a Custodial Facility, respectively increasing or deleting the total capacity of the facilities and such change in bed capacity is anticipated to continue throughout the existing Agreement year (i.e., Year 1, Year 2, etc. as set forth above in Section 2.1), then in such event, the parties agree to renegotiate the rates set forth in this Section. In the event the parties do not anticipate that planned increase or deletion in beds will continue throughout the remainder of any Agreement year, but in fact such increase or deletion does in fact continue throughout the remainder of an Agreement year (although the parties did not anticipate such), the parties agree to renegotiate the rates set forth in this Section.

2.2 Except as expressly provided in this Agreement, Consultant shall not be entitled to nor receive from County any additional consideration, compensation, salary, wages or other type of remuneration for services rendered under this Agreement, including, but not limited to, meals, lodging, transportation, drawings, renderings or mockups. Specifically, Consultant shall not be entitled by virtue of this Agreement to consideration in the form of overtime, health insurance benefits, retirement benefits, disability retirement benefits, sick leave, vacation time, paid holidays or other paid leaves of absence of any type or kind whatsoever.

2.3 Consultant shall submit monthly invoices in arrears for services under this Agreement as follows:

Stanislaus County Chief Executive Office  
Attn: Brenda Kiely  
1010 10th Street, Suite 6800  
Modesto, CA 95354

with a copy to:

Stanislaus County General Services Agency – Purchasing Division  
Attn: Purchasing Agent  
PO Box 3229  
Modesto, CA 95354

2.4 County will not withhold any Federal or State income taxes or Social Security tax from any payments made by County to Consultant under the terms and conditions of this Agreement. Payment of all taxes and other assessments on such sums is the sole responsibility of Consultant. County has no responsibility or liability for payment of Consultant's taxes or assessments.

### 3. Term

3.1 The initial term of this Agreement shall be from, July 1, 2009 through June 30, 2014 (the "Initial Term") unless sooner terminated as provided below.



The County reserves the right to extend this Agreement for two (2) additional one (1) year periods (each an "Extended Term") for a total term of no more than seven (7) years, provided that the County notifies the Consultant in writing of its intention to do so at least thirty (30) days prior to the expiration of the then current term. An extension of the term of this Contract will be made through an amendment to the Contract as described in Section 17 of the body of this Agreement. If such extension necessitates additional funding beyond the amount set forth in the original Agreement, the increase in the County's maximum liability will also be affected through an amendment to the Agreement and shall be based upon mutually agreed upon rates.

3.2 Should either party default in the performance of this Agreement or materially breach any of its provisions, the other party, at that party's option, may terminate this Agreement by giving written notification to the other party of such default or such material breach; provider however, the defaulting or breaching party shall have 30 days to cure any non-financial default or breach after receiving notice thereof. In the event that defaulting or breaching party fails to cure any non-financial default or breach within the 30-day period, then the other party shall have the right to terminate immediately this Agreement by giving written notification to the defaulting or breaching party.

3.3 The County may terminate this agreement upon one hundred eighty (180) days prior written notice. Termination of this Agreement shall not affect the County's obligation to pay for all fees earned and reasonable costs necessarily incurred by the Consultant as provided in Paragraph 2 herein, subject to any applicable setoffs.

3.4 This Agreement shall terminate automatically on the occurrence of (a) bankruptcy or insolvency of either party, or (b) sale of Consultant's business.

#### 4. Required Licenses, Certificates and Permits

Any licenses, certificates or permits required by the federal, state, county or municipal governments for Consultant to provide the services and work described in **Exhibit A** must be procured by Consultant and be valid at the time Consultant enters into this Agreement. Further, during the term of this Agreement, Consultant must maintain such licenses, certificates and permits in full force and effect. Licenses, certificates and permits may include but are not limited to driver's licenses, professional licenses or certificates and business licenses. Such licenses, certificates and permits will be procured and maintained in force by Consultant at no expense to the County.

#### 5. Office Space, Supplies, Equipment, Etc.

5.1 County shall provide Consultant with the following office space necessary for Consultant to provide the services under this Agreement:

- a. At Stanislaus County Honor Farm: the Medical Trailer.
- b. At Stanislaus County Men's Jail:
  - 1st Floor: Medical Office and Exam Room
  - 2nd Floor: Medical Exam Room
  - 3rd Floor: Medical Exam Room

c. At Stanislaus County Public Safety Center:

- C107-Office Space
- C108-Medical Office
- C110-Medical Exam Room
- C119-Medical Office
- C121-Medical Office

d. At Stanislaus County Juvenile Hall:

- Four (4) exam rooms;
- One (1) medical records office;
- One (1) lab room;
- One (1) pharmacy;
- One (1) records room;
- One (1) janitor closet;
- One (1) waiting room; and
- Reception/clerical support area

5.2 Consultant shall provide and pay for all supplies used in the health care delivery system and any equipment outside of equipment listed below:

a. County-owned Medical Equipment located at the Adult Facilities:

<u>Quantity</u>	<u>Description</u>
2	Hospital beds
10	Exam tables
5	Wheel chairs
1	Computer

b. County-owned Probation Medical Equipment:

<u>Location</u>	<u>Quantity</u>	<u>Description</u>
Examination Room	2	Hi Intensity Examination Lamps
	1	Medical Scale
	2	Examination Tables
	1	Stool on Rollers
	2	Baumanometer
	1	Otoscope
	1	Percussion Hammer
	2	Cabinets
	1	Steel Medical Dispenser Holders
Nurse's Office	10	Chairs
	1	Side chair
	1	Four-door Locking File Cabinet
	1	Refrigerator (4.8 cubic foot)
	1	Oxygen Madacylinder
	1	Microscope
	1	Metal Cabinet (72-32)

Except as set forth in the RFP, and unless otherwise provided in this Agreement, Consultant shall provide such supplies, equipment, reference materials and telephone service as is necessary for Consultant to provide the services under this Agreement. Except as stated in the RFP, the Consultant--not the County--has the sole responsibility for payment of the costs and expenses incurred by Consultant in providing and maintaining such items. County shall be responsible for all non-ambulance inmate transportation costs necessary for off-site healthcare services. County shall also provide T3 or T1 line comparable through-put to the Internet.

## 6. Insurance

6.1 Consultant shall take out, and maintain during the life of this Agreement, insurance policies with coverage at least as broad as follows:

6.1.1 General Liability. Commercial general liability insurance covering bodily injury, personal injury, property damage, products and completed operations with limits of no less than One Million Dollars (\$1,000,000) per claim. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to any act or omission by Consultant under this Agreement or the general aggregate limit shall be twice the required claim limit.

6.1.2 Professional Liability Insurance. Professional claims-made errors and omissions (malpractice) liability insurance with limits of no less than One Million Dollars (\$1,000,000) aggregate. Such professional liability insurance shall be continued for a period of no less than one year following completion of the Consultant's work under this Agreement.

6.1.3 Automobile Liability Insurance. If the Consultant or the Consultant's officers, employees, agents or representatives utilize a motor vehicle in performing any of the work or services under this Agreement, owned/non-owned automobile liability insurance providing combined single limits covering bodily injury and property damage liability with limits of no less than One Million Dollars (\$1,000,000) per incident or occurrence.

6.1.4 Workers' Compensation Insurance. Workers' Compensation insurance as required by the California Labor Code. In signing this contract, the Consultant certifies under section 1861 of the Labor Code that the Consultant is aware of the provisions of section 3700 of the Labor Code which requires every employer to be insured against liability for workmen's compensation or to undertake self-insurance in accordance with the provisions of that code, and that the Consultant will comply with such provisions before commencing the performance of the work of this Agreement.

6.2 Any deductibles, self-insured retentions or named insureds must be declared in writing and approved by County. The Consultant agrees that it will be responsible for and pay any self-insured retention or deductible and will pay any and all costs, losses, related investigations, claim administration and defense expenses related to or arising out of the Consultant's defense and indemnification obligations as set forth in this Agreement.

6.3 The Consultant shall obtain a specific endorsement to all required insurance policies, except Workers' Compensation insurance and Professional Liability insurance, naming the County and its officers, officials and employees as additional insureds regarding: (a) liability arising from or in connection with the performance or omission to perform any term or condition of this Agreement by or on behalf of the Consultant, including the insured's general supervision of its subcontractors; (b) services, products and completed operations of the Consultant; (c) premises owned, occupied or used by the Consultant; and (d) automobiles owned, leased, hired or borrowed by the Consultant. For Workers' Compensation insurance, the insurance carrier shall agree to waive all rights of subrogation against the County its officers, officials and employees for losses arising from the performance of or the omission to perform any term or condition of this Agreement by the Consultant.

6.4 The Consultant's insurance coverage shall be primary insurance regarding the County and County's officers, officials and employees. Any insurance or self-insurance maintained by the County or County's officers, officials and employees shall be excess of the Consultant's insurance and shall not contribute with Consultant's insurance.

6.5 Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the County or its officers, officials and employees.

6.6 The Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

6.7 Each insurance policy required by this section shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party except after thirty (30) days' prior written notice has been given to County. The Consultant shall promptly notify, or cause the insurance carrier to promptly notify, the County of any change in the insurance policy or policies required under this Agreement, including, without limitation, any reduction in coverage or in limits of the required policy or policies.

6.8 Insurance shall be placed with California admitted insurers (licensed to do business in California) with a current rating by Best's Key Rating Guide of no less than A-VII; provided, however, that if no California admitted insurance company provides the required insurance, it is acceptable to provide the required insurance through a United States domiciled carrier that meets the required Best's rating and that is listed on the current List of Eligible Surplus Line Insurers maintained by the California Department of Insurance.

6.9 Consultant shall require that all of its subcontractors are subject to the insurance and indemnity requirements stated herein, or shall include all subcontractors as additional insureds under its insurance policies.

6.10 At least ten (10) days prior to the date the Contractor begins performance of its obligations under this Agreement, Contractor shall furnish County with certificates of insurance, and with original endorsements, showing coverage required by this Agreement, including, without limitation, those that verify coverage for subcontractors of the Contractor. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. All certificates and endorsements shall be received and, in County's reasonable discretion, approved by County. County reserves the right to require complete copies of all required insurance policies and endorsements, at any time.

6.11 The limits of insurance described herein shall not limit the liability of the Consultant and Consultant's officers, employees, agents, representatives or subcontractors.

## 7. Defense and Indemnification

7.1 To the fullest extent permitted by law, Consultant shall indemnify, hold harmless and defend the County and its agents, officers and employees from and against all claims, damages, losses, judgments, liabilities, expenses and other costs, including litigation costs and attorneys' fees, arising out of, resulting from, or in connection with the performance of this Agreement by the Consultant or Consultant's officers, employees, agents, representatives or subcontractors and resulting in or attributable to personal injury, death, or damage or destruction to tangible or intangible property, including the loss of use. Notwithstanding the foregoing, Consultant's obligation to indemnify the County and its agents, officers and employees for any judgment, decree or arbitration award shall extend only to the percentage of negligence or responsibility of the Consultant in contributing to such claim, damage, loss and expense.

7.2 Consultant's obligation to defend, indemnify and hold the County and its agents, officers and employees harmless under the provisions of this paragraph is not limited to or restricted by any requirement in this Agreement for Consultant to procure and maintain a policy of insurance.

7.3 To the fullest extent permitted by law, the County shall indemnify, hold harmless and defend the Consultant and its officers, employees, agents, representatives or subcontractors from and against all claims, damages, losses, judgments, liabilities, expenses and other costs, including litigation costs and attorney's fees, arising out of or resulting from the negligence or wrongful acts of County and its officers or employees.

7.4 Subject to the limitations in 42 United States Code section 9607 (e), and unless otherwise provided in a Scope of Services approved by the parties:

a. Consultant shall not be responsible for liability caused by the presence or release of hazardous substances or contaminants at the site, unless the release results from the negligence of Consultant or its subcontractors;

b. No provision of this Agreement shall be interpreted to permit or obligate Consultant to assume the status of "generator," "owner," "operator," "arranger," or "transporter" under state or federal law; and

c. At no time, shall title to hazardous substances, solid wastes, petroleum contaminated soils or other regulated substances pass to Consultant.

## 8. Status of Consultant

8.1 All acts of Consultant and its officers, employees, agents, representatives, subcontractors and all others acting on behalf of Consultant relating to the performance of this Agreement, shall be performed as independent contractors and not as agents, officers or employees of County. Consultant, by virtue of this Agreement, has no authority to bind or incur any obligation on behalf of County. Except as expressly provided in **Exhibit A**, Consultant has no

authority or responsibility to exercise any rights or power vested in the County. No agent, officer or employee of the County is to be considered an employee of Consultant. It is understood by both Consultant and County that this Agreement shall not be construed or considered under any circumstances to create an employer-employee relationship or a joint venture.

8.2 At all times during the term of this Agreement, the Consultant and its officers, employees, agents, representatives or subcontractors are, and shall represent and conduct themselves as, independent contractors and not employees of County.

8.3 Consultant shall determine the method, details and means of performing the work and services to be provided by Consultant under this Agreement. Consultant shall be responsible to County only for the requirements and results specified in this Agreement and, except as expressly provided in this Agreement, shall not be subjected to County's control with respect to the physical action or activities of Consultant in fulfillment of this Agreement. Consultant has control over the manner and means of performing the services under this Agreement. If necessary, Consultant has the responsibility for employing other persons or firms to assist Consultant in fulfilling the terms and obligations under this Agreement.

8.4 Consultant is permitted to provide services to others during the same period service is provided to County under this Agreement; provided, however, such services do not conflict directly or indirectly with the performance of the Consultant's obligations under this Agreement.

8.5 If in the performance of this Agreement any third persons are employed by Consultant, such persons shall be entirely and exclusively under the direction, supervision and control of Consultant. All terms of employment including hours, wages, working conditions, discipline, hiring and discharging or any other term of employment or requirements of law shall be determined by the Consultant.

8.6 It is understood and agreed that as an independent contractor and not an employee of County, the Consultant and the Consultant's officers, employees, agents, representatives or subcontractors do not have any entitlement as a County employee, and, except as expressly provided for in any Scope of Services made a part hereof, do not have the right to act on behalf of the County in any capacity whatsoever as an agent, or to bind the County to any obligation whatsoever.

8.7 It is further understood and agreed that Consultant must issue W-2 forms or other forms as required by law for income and employment tax purposes for all of Consultant's assigned personnel under the terms and conditions of this Agreement.

8.8 As an independent contractor, Consultant hereby indemnifies and holds County harmless from any and all claims that may be made against County based upon any contention by any third party that an employer-employee relationship exists by reason of this Agreement.

Notwithstanding Consultant's independent contractor status, the parties agree that both will be bound by the Detention Facilities Subcontract Agreement dated November 30, 1997 and amended thereafter by and between County and Tenet Health Systems Hospitals, Inc., as currently agreed upon.

## 9. Records and Audit

9.1 Consultant shall prepare and maintain all material, non-privileged inmate medical, dental or mental health writings, documents and records prepared or compiled in connection with the performance of this Agreement for a minimum of four (4) years from the termination or completion of this Agreement. This includes any material, non-privileged, handwriting, typewriting, printing, photostatic, photographing and every other means of recording upon any tangible thing, any form of communication or representation including letters, words, pictures, sounds or symbols or any combination thereof.

9.2 Any authorized representative of County shall have access to any writings as defined above for the purposes of making audit, evaluation, examination, excerpts and transcripts during the period such records are to be maintained by Consultant. Further, County has the right at all reasonable times to audit, inspect or otherwise evaluate the work performed or being performed under this Agreement.

## 10. Confidentiality

The Consultant agrees to keep confidential all information obtained or learned during the course of furnishing services under this Agreement and to not disclose or reveal such information for any purpose not directly connected with the matter for which services are provided, unless Consultant obtains approval from County to do otherwise.

## 11. Nondiscrimination

During the performance of this Agreement, Consultant and its officers, employees, agents, representatives or subcontractors shall not unlawfully discriminate in violation of any federal, state or local law, rule or regulation against any employee, applicant for employment or person receiving services under this Agreement because of race, religion, color, national origin, ancestry, physical or mental disability, medical condition (including genetic characteristics), marital status, age, political affiliation, sex or sexual orientation. Consultant and its officers, employees, agents, representatives or subcontractors shall comply with all applicable Federal, State and local laws and regulations related to non-discrimination and equal opportunity, including without limitation the County's nondiscrimination policy; the Fair Employment and Housing Act (Government Code sections 12900 et seq.); California Labor Code sections 1101, 1102 and 1102.1; the Federal Civil Rights Act of 1964 (P.L. 88-352), as amended; and all applicable regulations promulgated in the California Code of Regulations or the Code of Federal Regulations.

## 12. Assignment

This is an agreement for the services of Consultant. County has relied upon the skills, knowledge, experience and training of Consultant and the Consultant's firm, associates and employees as an inducement to enter into this Agreement. Consultant shall not assign or subcontract this Agreement without the express written consent of County. Further, Consultant shall not assign any monies due or to become due under this Agreement without the prior written consent of County.

13. Waiver of Default

Waiver of any default by either party to this Agreement shall not be deemed to be waiver of any subsequent default. Waiver or breach of any provision of this Agreement shall not be deemed to be a waiver of any other or subsequent breach, and shall not be construed to be a modification of the terms of this Agreement unless this Agreement is modified as provided below.

14. Notice

Any notice, communication, amendment, addition or deletion to this Agreement, including change of address of either party during the term of this Agreement, which Consultant or County shall be required or may desire to make shall be in writing and may be personally served or, alternatively, sent by prepaid first class mail to the respective parties as follows:

To County: County of Stanislaus  
Attn: Purchasing Agent  
PO Box 3229  
Modesto, CA 95354-3229

To Consultant: California CCS, PC  
3343 Perimeter Hill Drive, Suite 300  
Nashville, TN 37211  
Attention: Patrick Cumiskey

15. Conflicts

Consultant agrees that it has no interest and shall not acquire any interest direct or indirect which would conflict in any manner or degree with the performance of the work and services under this Agreement.

16. Severability

If any portion of this Agreement or application thereof to any person or circumstance shall be declared invalid by a court of competent jurisdiction or if it is found in contravention of any federal, state or county statute, ordinance or regulation the remaining provisions of this Agreement or the application thereof shall not be invalidated thereby and shall remain in full force and effect to the extent that the provisions of this Agreement are severable.

17. Amendment

This Agreement may be modified, amended, changed, added to or subtracted from by the mutual consent of the parties hereto if such amendment or change is in written form and executed with the same formalities as this Agreement and attached to the original Agreement to maintain continuity.

18. Entire Agreement

This Agreement supersedes any and all other agreements, either oral or in writing, between any of the parties herein with respect to the subject matter hereof and contains all the agreements



between the parties with respect to such matter. Each party acknowledges that no representations, inducements, promises or agreements, oral or otherwise, have been made by any party, or anyone acting on behalf of any party, which are not embodied herein, and that no other agreement, statement or promise not contained in this Agreement shall be valid or binding.

19. Advice of Attorney

Each party warrants and represents that in executing this Agreement, it has received independent legal advice from its attorneys or the opportunity to seek such advice.

20. Construction

Headings or captions to the provisions of this Agreement are solely for the convenience of the parties, are not part of this Agreement, and shall not be used to interpret or determine the validity of this Agreement. Any ambiguity in this Agreement shall not be construed against the drafter, but rather the terms and provisions hereof shall be given a reasonable interpretation as if both parties had in fact drafted this Agreement.

21. Governing Law and Venue

This Agreement shall be deemed to be made under, and shall be governed by and construed in accordance with, the laws of the State of California. Any action brought to enforce the terms or provisions of this Agreement shall have venue in the County of Stanislaus, State of California.

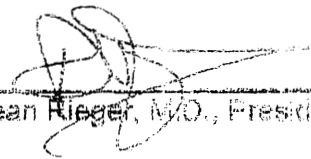
[SIGNATURES SET FORTH ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties or their duly authorized representatives have executed this Agreement on the day and year first hereinabove written.

COUNTY OF STANISLAUS

CALIFORNIA CCS, PC

By: \_\_\_\_\_  
Chair of the Board of Supervisors  
"County"

By:  \_\_\_\_\_  
Dean Rieger, M.D., President  
"Consultant"

ATTEST: Christine Ferraro Tallman  
Clerk of the Board of Supervisors of the County  
of Stanislaus, State of California

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

APPROVED AS TO CONTENT:  
Probation Department

By: \_\_\_\_\_  
Jerry Powers, Chief Probation Officer

APPROVED AS TO CONTENT:  
Sheriff's Department

By: \_\_\_\_\_  
Adam Christianson, Sheriff

APPROVED AS TO CONTENT:  
Behavioral Health and Recovery Service

By: \_\_\_\_\_  
Denise Hunt, Director

APPROVED AS TO FORM:  
John P. Dearing, County Counsel

By:  \_\_\_\_\_  
Dean Wright, Deputy County Counsel

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# EXHIBIT A – SCOPE OF WORK

## I. GENERAL SCOPE OF WORK

### A. OBJECTIVES.

The Consultant shall be the sole supplier and/or coordinator of the health care delivery system for the Stanislaus County Downtown Men's Jail, Public Safety Center, Honor Farm and Stanislaus County Juvenile Hall (collectively, the "Custodial Facilities"). Consultant shall provide comprehensive services that are legally defensible, which meet correctional standards of health care and which comply with applicable State and local laws including the medical aspects of Title 15 and Title 24 of the California Code of Regulations (the "CCR"). In order to provide such services, Consultant shall comply with the following stated objectives:

1. To deliver high quality health care services that can be audited against standards established by the American Correctional Association ("ACA"), the National Commission on Correctional Health Care ("NCCCHC"), the Institute for Medical Quality ("IMQ"), and Title 15 and Title 24 of the CCR.

2. To operate the health care program in a cost-effective manner with full reporting and accountability respectively to the Stanislaus County Sheriff, Stanislaus County Chief Probation Officer and the Stanislaus County Board of Supervisors.

3. To operate the health care program at full staffing, using only licensed, certified and professionally trained personnel. Staff must be trained and must adhere to County Policies and Procedures.

4. To implement a written health care plan with clear objectives, policies, and procedures and to provide an annual evaluation of compliance therewith.

5. To maintain an open and cooperative relationship with the administration and staff of the Custodial Facilities.

6. To operate the health care program in full accordance with standards established by the IMQ.

7. To achieve IMQ accreditation no later than January 1, 2010 for the Custodial Facilities, and to maintain such IMQ accreditation throughout the term of this Agreement, including any extensions thereto. The County shall cooperate with and use its best efforts to assist Consultant in obtaining and/or maintaining the required IMQ accreditation. The County reserves the right to fine Consultant up to \$10,000.00 (ten thousand dollars) per facility if IMQ accreditation is denied based solely on Consultant's failure to perform and not due to the County's failure to cooperate with or assist Consultant in obtaining or maintaining the required IMQ accreditation.

8. To provide a comprehensive program for continuing staff education at the Custodial Facilities.

9. To maintain complete and accurate automated records of care; to collect and analyze health statistics on a regular basis in accordance with the County requirements.

10. To operate the health care program in a humane manner with respect to the inmates' and detainees' right to basic health care services.

**B. SPECIFIC RESPONSIBILITIES.**

1. The Consultant shall maintain a working knowledge of the current best practices and a comprehensive understanding of the issues related to comprehensive health care services to adult inmates and juvenile detainees at the Custodial Facilities.

2. The Consultant must also maintain professional relationships with local hospitals and clinics.

3. Specific Responsibilities at Adult Facilities. The Consultant shall be responsible for all medical care for all inmates at the Stanislaus County Downtown Men's Jail, Public Safety Center and Honor Farm (collectively, the "Adult Facilities"). The term "medical care" includes both psychiatric and psychological care, as well as dental care and vision care. The Consultant's responsibility for such medical care shall commence with each inmate who has been remanded to the Custody of the Stanislaus County Sheriff or booked and end with the release of the inmate from the custody of the Stanislaus County Sheriff.

4. Specific Responsibilities at Juvenile Hall. The Consultant shall be responsible for all medical care for all detainees at the Stanislaus County Juvenile Hall ("Juvenile Hall"). The term "medical care" does not include "psychiatric" or "psychological care" but does include dental care and vision care. The Consultant's responsibility for such medical care shall commence with each detainee who has been medically cleared and has entered the facility, and end with the release of the detainee from the custody of the Stanislaus County Probation Officer.

5. Medical Records.

a. Consultant shall, at its own expense, implement a fully functional and complete automated medical records collection system containing all medical records (including existing medical records as well as new medical and mental health records prepared by Consultant) no later than January 1, 2010.

b. Consultant shall maintain complete and accurate medical and dental records in accordance with Title 15 and Title 24 of the CCR and CMA/IMQ accreditation guidelines. Records shall be kept separate from the Custodial Facilities' confinement records of the inmate or detainee. Consultant shall provide the administrators of the Custodial Facilities with access to such records where the physical or mental condition of an inmate or detainee is at issue. Consultant shall also provide Stanislaus County Counsel with access to such records upon written request. Consultant shall coordinate with both Stanislaus County Behavioral Health and Recovery Services ("BHRS") and Stanislaus County Health Services Agency ("HSA") to insure access to medical records.

- c. Existing medical records and all medical records prepared by Consultant shall be the property of the County. The Consultant shall be the custodian of records for the County and respond to subpoenas regarding medical records and/or treatment. At the termination of this Agreement, the medical records shall remain the property of the County. County shall provide CCS with reasonable ongoing access to all medical records even after the termination of this Agreement for the purposes of defending litigation.
  - d. County shall provide Consultant with internet access at speeds comparable to TI for the purpose of electronic medical records management.
  - e. During the term of this Agreement, Consultant will be providing their proprietary ERMA® electronic medical records software system ("ERMA®"). In the event this Agreement terminates and County desires to continue use of ERMA®, Consultant will make ERMA® available to County upon mutually agreeable rates, terms and conditions. In any event, CCS will provide County all medical records electronically in PDF format for continued use and for interfacing with any new electronic medical records system in place at such time.
  - f. Consultant shall supply the County with an electronic export of all County owned medical records that exist in the Consultant's ERMA® on a monthly basis. This export must be in a format that can easily be consumed or transferred to other electronic medical records systems. Formats that are appropriate include: native RDBMS export; XML; and delimited flat files. All records must include primary keys, foreign keys and any other information necessary to keep the referential integrity of the data intact.
6. Ancillary Services; Prosthetic Devices, etc.
- a. Consultant shall identify the need, schedule, and coordinate and pay for all supporting diagnostic examinations, both inside and outside the Custodial Facilities. Consultant shall also provide and pay for all laboratory services, as indicated.
  - b. Consultant shall, at its own expense, provide medically necessary laboratory, radiology and EKG services as well as follow-up for health problems identified thereby, including but not limited to inpatient or outpatient hospitalization; appropriate monitoring and prescription of medications; consultations with specialty physicians, etc. for inmates and detainees. Consultant will submit a monthly report of costs for all outside services provided.
  - c. Consultant shall provide medical and dental prosthetic devices and aids (such as hearing aids and corrective eyeglasses) when medically indicated as determined by the responsible physician or dentist.
  - d. Consultant shall use Doctor's Medical Center ("DMC") or any other hospital facility designated by the County for patients needing hospitalization and emergency services to the extent that they can provide the required services and to the extent

that this is medically appropriate. County agrees to extend to Consultant the preferred rate offered to it by DMC by virtue of a negotiated contract between the County and DMC.

7. Pharmacy Program.

a. Consultant shall provide a comprehensive pharmacy program (the "Pharmacy Program") for the Custodial Facilities. Such program shall include but not be limited to the physician's prescribing of medication, the filling of the prescription, the dispensing of medication and the necessary record keeping. Consultant shall be responsible for the costs of all drugs (both prescription and over-the-counter) administered.

b. All medication shall be administered and dispensed by a licensed nurse. All controlled substances, syringes, needles and surgical instruments will be stored under security conditions acceptable to the Custodial Facilities.

c. Consultant has contracted Diamond Pharmacy Services ("Diamond") for pharmaceutical services and management. Consultant agrees to provide prescription medication identified by County as necessary for the operation of Juvenile Hall under the same terms and conditions as Consultant has with Diamond, and County agrees to reimburse Consultant for such costs. Consultant shall bill County for those prescription medication costs during the month in which it receives the relevant invoice from Diamond, less any credit for prescription medications returned to Diamond during the prior month. Each such billing shall include proof of the cost of each prescription medication and, with respect to psychotropic medication, the original invoice received from Diamond. The County will pay Consultant for the invoiced costs during its normal payment cycle.

d. Consultant, however, intends to pay for those prescription medications prior to the County's reimbursement. In accordance with Consultant's standard accounts payable processes, Consultant shall promptly remit payment to Diamond for such pharmaceutical medication expenses. In the event Consultant is able to receive a discount from Diamond for prompt payment, Consultant will retain the discount to cover any costs associated with the lag in payment for those pharmaceuticals.

e. Consultant shall provide County with thirty (30) day advance written notice of its intention to terminate its relationship with Diamond in order to assure continuity of the pharmacy program.

8. First Aid: Consultant shall provide on-site triage and administer first aid or emergency care at the Custodial Facilities to any inmate, visitor or County employee on the premises as needed to stabilize, assess and make any referrals or transfers to medical facilities as deemed necessary. Consultant shall document any incidents and submit them to the County. Consultant shall also check for supplies every month and restock when necessary all First Aid kits within each of the Custodial Facilities (with respect to the Adult Facilities, all three levels including booking, vehicle sally port and transportation vehicles).

9. Female Inmate Specialty Needs Program. Consultant shall develop, administer and be financially responsible for a defined program for meeting the special needs of the female population (e.g., pregnancy, lactating mothers, family planning services, etc.) which shall include the following:

Exhibit A

California CCS, PC (April 2009)

Team #17137

- a. Screening for sexually transmitted disease.
- b. Availability of on-site prenatal/OB care at least once per week.
- c. Annual Pap testing and breast examinations as medically indicated.
- d. Access to obstetrical and gynecological specialists.
- e. Health education on women's issues.
- f. The continuation of contraceptive medication as medically necessary based on guidelines set forth by the American Public Health Association.
- g. Provision, at its own expense, of therapeutic abortions necessary to preserve the health or life of the female.
- h. Mammogram services for all women over the age of forty (40) at the time of the annual health assessment unless medically contraindicated.
- i. Provision, at its own expense, of elective, non-therapeutic abortions in accordance with applicable state and federal law.

10. Infection Control Program. Consultant shall, at its own expense, provide an Infection Control Program in compliance with Centers for Disease Control guidelines and California Occupational Safety and Health Administration ("Cal OSHA") regulations that includes at a minimum:

- a. Committee meetings shall be held at least quarterly, which shall include documented minutes of such meetings.
- b. Identifying an appropriately qualified infection control coordinator.
- c. Development and implementation of infection control policies and procedures.
- d. Concurrent surveillance of patients and staff.
- e. Prevention techniques training for the Custodial Facilities staff.
- f. Treatment of infection in accordance with State and Federal regulations and statutes.
- g. Reporting of infection in accordance with State and Federal regulations and statutes, which shall include notification to the Directors of Custodial Facilities, and the Public Health Department of all communicable diseases, including but not limited to TB, Hepatitis and HIV.

11. Inmate/Detainee Education Program. Consultant shall develop and operate, at its own expense, educational programs for inmates and detainees.

- a. The program at the Adult Facilities shall include videos on topics such as TB Testing, MRSA and Accessing Health Care Services.
- b. The program at Juvenile Hall shall include the "Medical Minute" video series, a collection of short educational spots written at the 5<sup>th</sup>-8<sup>th</sup> grade level covering topics such as "The Importance of Physical Activity; "Overweight and Obesity; and the like.

12. Discharge Planning. Consultant shall provide a discharge plan for every inmate and detainee receiving medical care to ensure continuity of care. Consultant shall also assist in establishing a referral network and consolidation of patient information into a concise folder for staff use when coordinating linkage for care upon release or transfer. This manual shall include local resources available primarily for indigent or medical care, sexually transmitted diseases, infectious diseases such as HIV or hepatitis, chronic illnesses and the mentally ill. When provided of advance notice of the pending release of an inmate or detainee, Consultant shall attempt to schedule follow-up

in the community after release. Consultant shall inform and educate inmates and detainees about local resources available through such means as a community resource manual and discussion of these resources during incarceration.

13. Consultative Services. Consultant shall provide a consultation service to the Stanislaus County Probation Department and the Stanislaus County Sheriff's Department on any and all aspects of the health care delivery system at the Custodial Facilities, including evaluations and recommendations concerning new programs, architectural plans, staffing patterns for new facilities, alternate pharmaceutical and other systems, and on any other matter upon which the Directors seek the advice and counsel of the Consultant.

14. Quality Assurance. Consultant shall facilitate regular, quarterly Quality Assurance meetings with County. Discussions at such meetings shall include but not be limited to reports from:

- a. Quality Improvement Program.
- b. Medical Audit Committee.
- c. Sentinel Events.
- d. Statistical Data.
- e. Utilization Management.
- f. Mental health update.
- g. Dental and vision programs.

15. Quality Improvement Program. Consultant shall develop and maintain, at its own expense, a Quality Improvement Program ("QIP") to ensure that systems and programs work effectively to ensure that quality health care services are provided as medically indicated. Such program shall be in compliance with ACA and NCCHC standards, as well as IMQ and California specific standards. The QIP will be used to establish a Quality Improvement Plan for the Custodial Facilities, which shall include the development of a Medical Audit Committee ("MAC").

a. On an annual basis, reviews will include access to care; intake screening; health appraisal; continuity of care; nursing care; pharmacy services; diagnostic services; dental care; emergency care; disaster drills; hospitalizations; environmental inspections; inmate/detainee grievances; risk management; policy and procedure review; utilization management; safety and sanitation; infection control; seclusion and restraint; adverse inmate occurrences; and all mortalities.

b. As part of the QIP, Consultant shall maintain a Sentinel Event Review Committee to review sentinel and critical events identifying and addressing all contributing factors in an effort to improve health care services and prevent recurring events. Such sentinel and critical events include but are not limited to inmate deaths; suicide attempts; use of medical restraints; medical emergencies; and other events designated by Consultant's Chief Medical Officer.

16. Utilization Management Program. Consultant shall develop and operate, at its own expense, a utilization management program to assure the provision of medically necessary health care services in the most appropriate health care setting. Such program shall include a case manager responsible for communicating with hospitals to monitor the conditions of admitted inmates/detainees and ensure their understanding of on-site capabilities.



17. Reports. By the tenth calendar day of each month, Consultant shall provide statistical reports to County including, but not limited to:

- a. Quarterly Utilization Reports with YTD annual summary details.
- b. Monthly Drug Utilization.
- c. Monthly Chronic Care/Special Needs Report with narrative of treatment plans.
- d. Weekly Inpatient/Inmate Hospitalization and Outlook.
- e. Ad hoc notifications of ER visits and hospital admissions, including copies of all billing statements and payment information.
- f. Monthly HR reports (filled positions, vacancies, recruiting and retention strategies).
- g. Quarterly Updated Provider Directory.
- h. Monthly Statistics on Sick Call, Doctors Clinic, Psychotropic drug use.
- i. Monthly Deaths.
- j. Monthly Suicide data (i.e., attempts taken and precautions taken).
- k. Monthly Sobering and safety cell admissions.
- l. Monthly Ambulance transports In and Out.
- m. Monthly Off-site hospital admissions.
- n. Monthly Inpatient bed days for mental health services.
- o. Monthly Off-site ambulatory procedures.
- p. Monthly Medical specialty consultation referrals.
- q. Monthly Medications administered.
- r. Monthly Fourteen (14) day history and physical assessment for adult inmates and ninety-six (96) hour history and physical assessment for juvenile detainees.
- s. Monthly Intake medical screening.
- t. Monthly Inmates seen by mental health professionals.
- u. Monthly Inmates seen by the dentist.
- v. Monthly Diagnostic studies.
- w. Monthly Communicable disease reporting.
- x. Monthly Report of third party reimbursement, pursuit and recovery.
- y. Monthly Summary of completed medical incident report.
- z. Monthly Summary of completed medical grievance report.
- aa. Monthly Hours worked by contracted medical staff.

Such reports shall be sent to:

**Stanislaus County Probation Dept.**

Stanislaus County Probation Dept.  
Attn: Superintendent, Juvenile Hall  
2215 Blue Gum Avenue  
Modesto, CA 95358

**Stanislaus County Sheriff's Dept.**

Stanislaus County Sheriff's Dept.  
Attn: Bureau of Administrative Services Commander  
424 E. Hackett Road  
Modesto, CA 95358

with a copy to: Stanislaus County Chief Executive Office  
Attn: Brenda Kiely  
1010 10th Street, Suite 6800  
Modesto, CA 95354

## II. SCOPE OF WORK – SPECIFIC TO ADULT FACILITIES

A. Intake Screening. County staff will perform an Intake Screening using an Inmate Health Screening Form at the Men's Jail, Public Safety Center and Honor Farm (collectively, the "Adult Facilities"). Consultant nursing staff will respond to requests for consultation on Intake Screenings as required. At a minimum, the Intake Screening shall include:

1. Documentation of current illnesses and health problems, including medications taken, and special health requirements.
2. Notation of body deformities; trauma markings; bruises; ease of movement; etc.
3. Behavior observations, including state of consciousness, mental status, and whether the inmate is under the influence of alcohol or drugs.
4. Conditions of skin and body orifices, including infestations.

A standard form will be used for purposes of recording the information of the Intake Screening and will be included in the automated health record of the inmate. Referral of the inmate for special housing, emergency health services, or additional medical specialties will be noted as appropriate.

B. Comprehensive Health Assessment. Consultant shall perform a Comprehensive Health Assessment on each inmate within fourteen (14) calendar days of the arrival of the inmate at any of the Adult Facilities. Such assessment shall be performed by a qualified medical professional. At a minimum, the Comprehensive Health Assessment shall include:

1. Review of the Intake Screening (including health history) and obtain any additional data needed to complete the standard health history, including but not limited to:
  - a. Inquiry into current illnesses and health problems and conditions:
    - i. Current illnesses and health problems including medical, mental health and dental.
    - ii. Any past history of tuberculosis or other infectious or communicable diseases or symptoms including chronic cough, hemoptysis, lethargy, weakness, weight loss, loss of appetite, fever, night sweats.
    - iii. Mental health problems including suicidal ideation, psychosis and hospitalizations in conjunction with the Mental Health intake specialist.
    - iv. Dental problems.
    - v. Allergies.
    - vi. Medications and special health needs (non-formulary medications may be provided for up to seven days. A physician will assess patients need for non-formulary meds within seven days of intake).
    - vii. Use of alcohol and other drugs, including types, methods, date and time of last use and problems associated with ceasing use.
    - viii. Notation of personal physician and any medical risk.
    - ix. Other health problems as designated by the responsible physician.
  - b. Observation of the following:
    - i. Appearances, which includes states of consciousness, mental status, conduct, tremors and sweating.
    - ii. Behavior such as disorderly, appropriate, insensible.
    - iii. Body deformities and ease of movement, trauma markings, bruises, lesions, eye movement, and/or jaundice.
    - iv. Identification of disabilities and special equipment needed.

- v. Persistent cough or lethargy.
  - vi. Condition of skin including trauma markings, scars, tattoos, bruises, lesions, jaundice, rashes and infestations, and needle marks or other indications of substance abuse.
- c. Verification of medication in a timely manner.
  - d. Initiation of clinical pathways as indicated by the inmate's health condition.
  - e. Notation of the patient disposition based upon the information obtained in the receiving screening process.
  - f. Inform the inmate of the grievance process and right to health care and how to access medical, mental health and dental services while at the facility.
  - g. Referrals for special housing, emergency care or specialty care as necessary. Documentation of the date and time when referral/placement actually takes place.
  - h. For inmates with a physical handicap or disability, make a determination as to the existence of a condition and the need for any medical treatment to be provided.
  - i. Verification of medical necessary special diets.
  - j. Inquiry into health insurance coverage and explanation of the inmate co-pay policy.
2. Recording of vital signs, height and weight.
  3. Mental health appraisal.
  4. PPD test for tuberculosis and venereal disease testing.
  5. Screening tests for Human Immunodeficiency Virus (HIV).
  6. Laboratory and/or other diagnostic tests performed per IMQ guidelines to detect Hepatitis A, B or C, or other communicable and sexually transmitted diseases. Lab test will be performed per CMA guidelines and as medically indicated.
  7. The collection of additional health data to complete the medical, dental, prescription, mental health and immunization histories.
  8. A physical examination (including breast, rectal and testicular exams as indicated by the patient's gender, age and risk factors).
  9. For females, inquiry into menstrual cycle and unusual bleeding; the current use of contraceptives; medications; the presence of an IUD; breast masses and nipple discharge; and pregnancy tests will be conducted. If indicated, testing will also be conducted for gonorrhea.
  10. Additional tests as required based on the original screening tests.
  11. Oral screening, instruction in oral hygiene and oral health education.
  12. Vision screening and hearing screening.
  13. Other tests and examinations as appropriate, required and indicated (SMA 12, urinalysis, EKG, etc.).
  14. The initiation of therapy and immunizations, when indicated.
  15. Additional data necessary to complete a standard history and physical.

Any abnormal results of the Comprehensive Health Assessment shall be reviewed by a physician or FNP/PA for appropriate disposition.

C. Continuity of Care. Consultant will communicate with BHRS and HSA on an "as needed" basis and with any treating clinician to promote continuity of care.

D. Detoxification Program. Consultant shall, at its own expense, provide a medical detoxification program for drug and/or alcohol addicted inmates in compliance with all applicable IMQ

standards, which shall be administered as medically indicated containing at a minimum the following provisions:

1. Detoxification Services will be performed under Medical Supervision.
2. Inmates will be assessed by medical personnel when admitted to the sobering cell.
3. Medical staff will check inmates in sobering cell upon admission, every six (6) hours thereafter, and any time when requested by County staff.

E. Off-site Care. Exclusive of psychiatric inpatient care, Consultant shall identify the need, schedule, and coordinate and pay for all non-emergency and emergency medical care rendered to inmates inside or outside the Adult Facilities. All appointments will be coordinated with County Adult Facility staff.

F. Addition to Infection Control Program. The Infection Control Program for the Adult Facilities shall include Consultant’s provision of Hepatitis series and PPD/Tuberculosis testing for all departmental staff as required by Cal OSHA Standards, which shall include Tuberculosis solution, syringes, alcohol wipes and documentation. The County shall to provide Hepatitis and PPD Serums.

G. Court Ordered Testing. Consultant shall provide 199PC (Court-ordered communicable disease testing) on in-custody, convicted inmates sentenced to Adult Facilities at no cost to County, when needed. Consultant shall also perform forced blood draws for the purpose of DNA collection for as required under Penal Code Sections 296 and 296.1

H. Job-Related Health Clearances. Consultant will perform health clearances to enable inmates to prepare and handle food product for those assigned to work in the support services kitchen. Consultant will provide County with written verification thereof.

I. Specialty and Chronic Care. Based upon the inmate’s history and physical assessment, Consultant shall establish individualized and specific special needs treatment plans, which shall include short and long term goals and the methods by which the goals will be pursued. The treatment plan will provide instructions to health care personnel regarding activities, special diets, pharmaceutical therapy, and personal hygiene needs (i.e., bathing, diapering etc.).

J. Adult Facility Staff Training. Consultant shall provide:

1. On-site instruction and training service to all Adult Facility Staff as follows:

<b>Training</b>	<b>Frequency</b>
Suicide recognition and prevention	Annually
Signs and symptoms of mental illness	Annually
Interacting with mentally ill offenders	Annually
Recognition & treatment of developmentally disabled	Annually
Urgent and emergent medical conditions – training to booking personnel on recognizing urgent issues	Annually
Signs and symptoms of chemical dependency	Annually
Management issues related to substance abuse	Annually
Communicable disease, infection control, MRSA, etc.	Annually

2. Twelve (12) hours of instruction every year concerning health issues.

K. Dental Program. Consultant shall provide and be financially responsible for a dental program for the entire inmate population which shall include but not be limited to:

1. Twenty-four (24) hour emergency dental services.
2. Initial Dental Screening to be given to all inmates within fourteen (14) calendar days of his or her admission to the Adult Facilities. At a minimum, the Initial Dental Screening shall include:
  - a. Prevention of dental disease and oral hygiene education.
  - b. Charting of decayed, missing and filled teeth.
  - c. Obtaining a dental history of the inmate.
  - d. Dental specialist referrals, if needed.
  - e. Provision of all dental prosthetics and lab services as required.
  - f. Provision of maxillofacial surgery services when indicated.
3. Necessary treatments including fillings; extractions; incisions and drainage; control of bleeding; and any indicated surgery based on the inmate's expected period of incarceration.
4. Limited restorative care.
5. Prophylactic care for long-term inmates.
6. Dental prosthetics as medically required.
7. Appropriate recordation of all of the above as part of the inmate's medical record.

L. Mental Health Program. Consultant shall provide and be financially responsible for an on-site mental health program to provide services to all inmates incarcerated in the Adult Facilities in accordance with the requirements of the California Medical Association (CMA) standards, Title 15 of the California Code of Regulations and all other applicable state and federal laws.

1. Such program shall include but not be limited to:
  - a. Inmate assessment and evaluation.
  - b. Suicide prevention.
  - c. Special needs treatment plans.
  - d. Psychiatric services.
  - e. Special observation.
  - f. Individual and group counseling.
  - g. Multidisciplinary communications.
  - h. Psychotropic medications.
  - i. Referrals for care.
  - j. Ongoing care
  - k. Discharge planning.
2. Consultant shall perform a mental health screening of each inmate no later than fourteen (14) days after admission to the Adult Facilities, which shall include:
  - a. History of psychiatric treatment and outpatient treatment.
  - b. Current psychotropic medication.
  - c. Suicidal indication and history of suicide behavior.
  - d. Drug and alcohol usage.
  - e. History of sex offenses.
  - f. History of expressively violent behavior.
  - g. History of victimization due to criminal violence.

- h. History of cerebral trauma or seizures.
- i. Emotional response to incarceration.

3. An additional mental health screening will be performed on women who have given birth within the last year and are charged with murder or attempted murder of their infants. The screening shall be performed by a qualified medical/mental health professional. Appropriate care and treatment shall be provided.

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

- a. Psycho-social history.
- b. Mental status evaluation.
- c. Assessment of suicidal risk.
- d. Potential for violence.
- e. Special housing needs.

5. Notwithstanding the foregoing provisions, regarding the services to be provided by Consultant, all Court-ordered referrals of persons charged solely with misdemeanor offenses for mental health services pursuant to Penal Code section 1367 et seq. are excluded from the services to be provided by Consultant pursuant to this Agreement and shall remain the responsibility of BHRS and its Director. Also, notwithstanding the provisions set forth in paragraph 1 above, all Court-ordered referrals for mental health services made pursuant to Penal Code section 4011.6 are excluded from the services to be provided by Consultant pursuant to this Agreement.

6. Consultant will have a psychiatrist available for a minimum of ten (10) hours per week.

7. Consultant will not be responsible for any mental health off-site costs. Consultant will provide psychiatric and psychological services as clinically indicated within the facility.

8. Consultant shall collaborate and partner with BHRS for re-entry planning and assist in coordinating care of individuals receiving services from BHRS who become incarcerated.

9. The Consultant is not expected to restore inmates to competency, but will be required to document the need for restoration in cooperation with the Stanislaus County District Attorney's Office. The Consultant will also be required to provide inmates sent back from State Hospitals with the medication prescribed to maintain competency.

## **SCOPE OF WORK – SPECIFIC TO JUVENILE HALL**

A. Standard of Care. Consultant shall provide a health care delivery system for the Stanislaus County Juvenile Hall ("Juvenile Hall") in conformance with State standards for medical services provided in juvenile institutions as established by the California Standards Authority, Title 15 and Title 24 of the California Code of Regulations (the "CCR") or other appropriate State authority. The system must also conform to the standards of the IMQ.

B. Custody; Security. Consultant shall have no responsibility for providing security at the Stanislaus County Juvenile Hall or for the custody of any detainee at any time, such responsibility being solely that of the County.

C. Policies and Procedures. Consultant shall prepare specific policies and procedures for the administration of health care services at Juvenile Hall. Policies are to be coordinated with the policies and procedures of the Juvenile Hall. Consultant shall make such policies and procedures available in a manual, to be reviewed and updated as necessary on no less than an annual basis. In areas that impact the security and general administration of the Juvenile Hall, the policies and procedures of the Consultant are subject to review and approval of County. Without limiting the responsibility of the Consultant to make its own medical care judgments, or the discretion of the Juvenile Hall administration to perform its responsibilities under law, those areas are as follows:

1. Drug and syringe security and distribution.
2. Alcohol and drug medical detoxification.
3. Identification, care and treatment of detainees with special medical needs, including but not limited to, individuals with hepatitis, epilepsy, physical disabilities, those with Human Immunodeficiency Virus (HIV), and those with any other disease that can be sexually transmitted.
4. Suicide prevention.
5. Medical assessment, monitoring and care of detainees who have been subject to chemical, physical or mechanical restraints used by Juvenile Hall Staff.
6. Identification, care and treatment of individuals suffering from any mental illness, disease or injury, including, but not limited to, those detainees presenting a danger to themselves and others.
7. Program planning for pre-release arrangements for continuing medical and mental health care, together with participation in relevant programs upon return into the community.
8. Consent for health care.
9. Medication distribution.
10. Policies regarding age and sex appropriate health education.

County retains the right to review and approve policies and procedures of the Consultant in any other area affecting the performance of the Consultant's responsibilities under law.

D. Intake Screening. Juvenile Correction Officers will conduct an Intake Health Screening and complete an Intake Health Screening Form at Juvenile Hall. Consultant nursing staff will respond to requests for consultation on screenings as required. At a minimum, the Intake Screening shall include:

1. Documentation of current illnesses and health problems, including medications taken, and special health requirements.
2. Behavior observations, including state of consciousness, mental status, and whether the detainee is under the influence of alcohol or drugs.
3. Notation of body deformities; trauma markings; bruises; ease of movement, etc.
4. Conditions of skin and body orifices, including infestations.

A standard form will be used for purposes of recording the information of the Intake Screening and will be included in the health record of the detainee. Referral of the detainee for special housing, emergency health services, or additional medical specialties will be made as appropriate.

E. Comprehensive Health Assessment. Consultant shall perform a comprehensive Health Assessment in compliance with Title 15 of the CCR on each detainee within ninety-six (96)

hours of the arrival of the detainee at the Stanislaus County Juvenile Hall. Such assessment shall be performed by a qualified medical professional. At a minimum, the comprehensive Health Assessment shall include:

1. Review of the Intake Screening (including health history) and obtain any additional data needed to complete the standard health history, including but not limited to:
  - a. Documentation of current illnesses and health problems, including medications taken and special health requirements.
  - b. Behavior observations, including state of consciousness, mental status and whether the detainee is under the influence of alcohol or drugs (minors who have ingested or appear to be under the influence of intoxicating substances will be cleared in accordance with Section 1531 of Title 15).
  - c. Notation of body deformities; trauma markings; bruises; ease of movement; etc.
  - d. Condition of skin and body orifices, including infestations.
2. Recording of vital signs, height and weight.
3. Screening tests for tuberculosis, venereal disease, Human Immunodeficiency Virus (HIV), Hepatitis A, B or C, and other communicable diseases. Lab test will be performed per CMA/IMQ guidelines and as medically indicated.
4. A physical examination.
5. For female detainees, an inquiry about menstrual cycle and unusual bleeding; the current use of contraceptive medications; the presence of an IUD; breast masses and nipple discharge; and pregnancy tests will be conducted. If indicated, testing will also be conducted for gonorrhea.
6. Oral screening, instruction in oral hygiene and oral health education.
7. Vision screening and hearing screening.
8. Other tests and examinations as appropriate when required and indicated (SMA 12, Urinalysis, EKG, etc.).
9. The initiation of therapy and immunizations when indicated.
10. Recommendations for housing, special dietary needs, emergency treatment or other specialty care as appropriate.

Any abnormal results of the Health Assessment shall be reviewed by a physician or FNP/PA for appropriate disposition. Recommendations for special housing, dietary, emergency health services, or additional medical specialties will be made as appropriate.

F. Off-site Care. Consultant shall identify the needs for and schedule, coordinate and pay for any inpatient or outpatient hospitalization (except inpatient mental health) of any detainee of the Stanislaus County Juvenile Hall. This shall include all institutional charges, physician charges and any and all additional charges. This also includes responsibility for making emergency arrangements for ambulance service to the hospital and reimbursement to the local ambulance organization for the services provided. Consultant shall identify the need for and shall schedule, coordinate and pay for all non-emergency and emergency medical care rendered to detainees inside the Stanislaus County Juvenile Hall.

G. Court-mandated Testing. Consultant shall obtain blood samples from detainees in compliance with Penal Code 295 through 299.7 based upon request of Juvenile Hall staff in the event Juvenile Hall staff is unable to obtain a saliva sample or if ordered by the Court.



H. Juvenile Hall Staff Training. Consultant shall provide:

1. On-site instruction and training service to all Juvenile Hall Staff as follows:

<b>Training</b>	<b>Frequency</b>
Suicide recognition and prevention	Annually
Signs and symptoms of mental illness	Annually
Recognition & treatment of developmentally disabled	Annually
Signs and symptoms of an emergency	Annually
Signs and symptoms of chemical dependency	Annually
Communicable disease and service	Annually
Special medical diets or healthcare issues	As needed

2. Twenty (20) hours of instruction every year for in-service training.

I. Specialty and Chronic Care. Based upon the detainee's history and physical assessment findings, Consultant shall establish individualized and specific special needs treatment plans for chronically ill, convalescing or pregnant detainees. The treatment plan will include short and long term goals and the methods by which the goals will be pursued. The treatment plan will provide instructions to health care personnel regarding activities, special diets, pharmaceutical therapy, and detainee education. Detainees requiring close watch will be held in the observation cell in booking. Intoxicated and substance-abusing minors will receive education and treatment in accordance with Section 1431 of Title 15.

J. Mental Health Services. Consultant shall collaborate with the BHRS Juvenile Justice Mental Health Psychiatric Team (the "BHRS-JJMH Psychiatric Team") with regard to care and treatment of persons detained in the Stanislaus County Juvenile Hall. Specifically, the Consultant shall:

1. Collaborate with the BHRS-JJMH Psychiatric Team to administer medication prescribed by the JJMH Psychiatric Team, including administering medications in circumstances defined as emergencies (defined as situations involving the risk of danger to the patient or staff by the JJMH Psychiatric Team).

2. Consultant will advise the JJMH Psychiatric Team of any problems concerning the administration of medication and any and all potential or actual adverse effects from such medication of which they are aware. This would include cooperation in the development of protocols to monitor the side effects which are known to a specific medication.

3. Consultant's nursing staff agrees to obtain medically appropriate lab analysis of bodily fluids or other laboratory studies, including but not limited to, electrocardiograms as requested by the JJMH Psychiatric Team. The cost for said diagnostic procedures shall be borne by BHRS.

4. The JJMH Psychiatric Team will collaborate with Consultant's nursing staff in order to provide appropriate orientation to any new personnel of either the Consultant's nursing staff and

any new personnel on the JJMH Psychiatric Team to assure the highest degree of cooperation in the provision of mental health services to persons detained at Stanislaus County Juvenile Detention Facilities.

5. Consultant's nursing staff and the JJMH Psychiatric Team members shall meet at least once every quarter year in order to evaluate their respective performances, the level of cooperation and collaboration in the provision of necessary mental health services, including medication, and in order to facilitate the optimum amount of cooperation and collaboration between Consultant and the JJMH Psychiatric Team. At the request of either Consultant's nursing staff or the JJMH Psychiatric Team, more frequent meetings may be held as necessary.

K. Dental Services. Consultant shall provide medically necessary dental services to detainees in Juvenile Hall on a 24-hour a day basis, in accordance with CMA standards.

L. Quality Assurance. Consultant shall participate in the Juvenile Facility Health and Wellness Committee to review health related issues, activities, policies and programs. Consultant shall also assist in planning and implementing activities to promote health within the Juvenile Facility.

**TABLE 1**  
**County Staffing Pattern**

POSITION	S	M	T	W	T	F	S	HRS	FTE	FAC	
R.N. Manager		7-3	7-3	7-3	7-3	7-3		40	1.0	All	
R.N. Facility Coordinator		7-3	7-3	7-3	7-3	7-3		40	1.0	Main	
R.N.	7-3						7-3	16	0.4	Main	
L.V.N.	7-3	7-3	7-3	7-3	7-3	7-3	7-3	56	1.4	Main	
Clerk/C.N.A.		7-3	7-3	7-3	7-3	7-3		40	1.0	Main	
R.N. Facility Coordinator		7-3	7-3	7-3	7-3	7-3		40	1.0	PSC	
P.A./F.N.P.		7-3	7-3	7-3	7-3	7-3		40	1.0	All	
R.N.	7-3						7-3	16	.4	PSC	
L.V.N.	7-3	7-3	7-3	7-3	7-3	7-3	7-3	56	1.4	PSC	
Clerk/C.N.A.	7-3	7-3	7-3	7-3	7-3	7-3	7-3	56	1.4	PSC	
R.N. Facility Coordinator		7-3	7-3	7-3	7-3	7-3		40	1.0	HF	
L.V.N.	7-3						7-3	16	0.4	HF	
R.N.		7-3	7-3	7-3	7-3	7-3		40	1.0	PSC	
Clerk/C.N.A.		7-3	7-3	7-3	7-3			32	.8	JH	
L.V.N.		7-1:30	7-1:30	7-1:30	7-1:30	7-1:30		32	.8	JH	
R.N.	7-3	7-3	7-3	7-3	7-3	7-3	7-3	56	1.4	JH	
R.N.	3-11	3-11	3-11	3-11	3-11	3-11	3-11	56	1.4	Main	
L.V.N.	3-11	3-11	3-11	3-11	3-11	3-11	3-11	56	1.4	Main	
R.N.	3-11	3-11	3-11	3-11	3-11	3-11	3-11	56	1.4	PSC	
L.V.N.	3-11	3-11	3-11	3-11	3-11	3-11	3-11	56	1.4	PSC	
Clerk/C.N.A.		3-11	3-11	3-11	3-11	3-11		40	1.0	PSC	
L.V.N.		3-11	3-11	3-11	3-11	3-11		40	1.0	PSC	
L.V.N.	3-11	3-11	3-11	3-11	3-11	3-11	3-11	56	1.4	HF	
L.V.N.	3-11	3-11	3-11	3-11	3-11	3-11	3-11	56	1.4	JH	
R.N.	11-7	11-7	11-7	11-7	11-7	11-7	11-7	56	1.4	Main	
L.V.N.	11-7	11-7	11-7	11-7	11-7	11-7	11-7	56	1.4	Main	
R.N.	11-7	11-7	11-7	11-7	11-7	11-7	11-7	56	1.4	PSC	
L.V.N.	11-7	11-7	11-7	11-7	11-7	11-7	11-7	56	1.4	PSC	
L.V.N.	11-7	11-7	11-7	11-7	11-7	11-7	11-7	56	1.4	PSC	
L.V.N.	11-7	11-7	11-7	11-7	11-7	11-7	11-7	56	1.4	HF	
Medical Director/Physician	40 hours T B D								40	1.0	All
Psychiatrist	10 hours T B D								10	.25	Adult
Psychiatric R.N.	80 hours T B D								80	2.0	Adult
Psych Tech	20 hours T B D								20	.5	Adult
Dentist	16 hours T B D								16	0.4	Adult
Physician On-Call	24 hours a day, 7 days a week										All
Mental Health On-Call	24 hours a day, 7 days a week										Adult
Days	7-3										
Evenings	2-10, 3-11, 6, 10										
Nights	3-7, 11-7										

# **Inmate Health Care Services**

# Inmate Health Care Services

- \* Provides health care services to a total of 1,500 inmates/detainees at one juvenile and three adult facilities.
- \* Services include sick call, ancillary services, hospitalizations, female specialty needs, pharmacy, dental, vision, and mental health services.

# Background

- \* County's inmate health care provider had been CFMG for over 20 years.**
- \* In summer of 2008, the County issued a request for proposal for these services.**

# Process

- County Issued RFP – Sept 17, 2008**
- RFP Closing Date – Nov 24, 2008**
- Interviews – Dec 12 & 16, 2008**
- Notification – Dec 29, 2008**

**County received four responses to the Request for Proposal**

# New Vendor

**\* It is recommended that the Contract be awarded to California Correct Care Solutions, PC (CCS).**

**\* CCS received the highest score for the content/presentation portion and was the second-lowest bidder on pricing. Electronic Medical Records were in their base bid at no additional cost.**



# Fiscal Impact

\* Recommending to award contract for five years, with two possible additional one-year extensions.

\* For Fiscal Year 2009-2010, the total contract cost is \$7.1 million and the per diem cost is \$3.19 per inmate/detainee.

## Fiscal Impact (cont.)

\* For the next four years, the contract will increase by 5% per year and the per diem rate will increase by approx. 3% per year.

\* Contract includes provision for decreasing costs if any part of the custodial facilities closes, thus reducing medical staffing.

# Fiscal Impact (cont.)

- \* The base contract reflects a \$463,931 increase over the 2008-2009 contract or a 7% increase.
- \* Difference between next lowest bidder's proposal and CCS was \$177,802 annually.
- \* New contract increases base population from 1,475 to 1,500 inmates, includes electronic medical records and a slight increase in staffing.

# Recommendations

1. Approve the agreement between the County of Stanislaus and California Correct Care Solutions, PC for Inmate Health Care Services.

# Recommendations

2. Authorize the Chair of the Board to sign the Agreement for the initial period of July 1, 2009 – June 30, 2014, with possible extension through June 30, 2016.