

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

DEPT: Sheriff

BOARD AGENDA: 5.B.25
AGENDA DATE: June 26, 2018

SUBJECT:

Approval of Agreement Between the County of Stanislaus and California Forensic Medical Group, Inc. for Inmate Health Care Services

BOARD ACTION AS FOLLOWS:

RESOLUTION NO. 2018-0335

On motion of Supervisor Chiesa Seconded by Supervisor Olsen
and approved by the following vote,

Ayes: Supervisors: Olsen, Chiesa, Monteith, and Vice-Chairman Withrow

Noes: Supervisors: None

Excused or Absent: Supervisors: Chairman DeMartini

Abstaining: Supervisor: None

- 1) Approved as recommended
- 2) Denied
- 3) Approved as amended
- 4) Other:

MOTION:

ATTEST:


ELIZABETH A. KING, Clerk of the Board of Supervisors

File No.

**THE BOARD OF SUPERVISORS OF THE COUNTY OF STANISLAUS
AGENDA ITEM**

DEPT: Sheriff

BOARD AGENDA:5.B.25
AGENDA DATE: June 26, 2018

CONSENT:

CEO CONCURRENCE: YES

4/5 Vote Required: No

SUBJECT:

Approval of Agreement Between the County of Stanislaus and California Forensic Medical Group, Inc. for Inmate Health Care Services

STAFF RECOMMENDATION:

1. Approve the agreement between the County of Stanislaus and California Forensic Medical Group, Inc. for Inmate Health Care Services.

2. Authorize the Chairman of the Board to sign the agreement for the period of June 29, 2018 – June 30, 2021.

DISCUSSION:

On January 15, 2013, the Board of Supervisors approved an agreement with California Forensic Medical Group, Inc. (CFMG) to provide health care services to all Stanislaus County inmates. On February 7, 2017, the Board approved an amendment, to add staff due to expansion of the Public Safety Center, with a contract term from March 1, 2013 through February 28, 2018. On February 27, 2018, the Board of Supervisors approved an extension of the agreement through June 28, 2018.

Since February 2018, a group consisting of staff from the Chief Executive Office, Sheriff's Department and the Probation Department met with CFMG staff on various occasions to discuss an additional extension to the original agreement. The term of new agreement is June 29, 2018 through June 30, 2021 and is consistent with the terms of the Request for Proposal (RFP) and the initial agreement approved by the Board on January 15, 2013 which reserved the right for the County to extend for two additional one-year periods and adds one additional year. The new three-year agreement is necessary so the County can continue to deliver medical services efficiently. Due to the recent facility growth related to AB 900 and SB 1022 legislation for Detention Expansion programs, the County feels that creating a new three-year agreement is the best way to continue providing efficient medical services to the inmates of Stanislaus County, while continuing to assess ongoing needs of these expanded facilities.

The new agreement provides health care services to Stanislaus County inmates/detainees seven days per week and complies with standards established by the American Correctional Association (ACA), the National Commission on Correctional Health Care (NCCHC), the Institute for Medical Quality (IMQ), and Titles 15 and 24 of the California Code of Regulations. Services include sick calls, ancillary services (x-rays, laboratory services, etc.), hospitalizations, female specialty needs (including pregnancy care), pharmacy, administration of medications, infection control, health education, detoxifications, dental, vision and mental health services.

The new agreement continues to include a provision that allows CFMG to provide staffing for inmates in the 15 Sheltered Medical Beds (also referred to as the Outpatient Housing Unit). Because the Department plans to staff this unit with overtime staff as needed, CFMG will also provide staffing in a similar manner. The amount of payment will vary based upon the need to use the Outpatient Housing Unit and will be billed separately by CFMG.

Of note, the Sheriff's Department has a separate agreement with CFMG for competency treatment services through a Jail Based Competency Treatment Program (JBCT). Due to a lack of available bed space at the state hospitals as well as an increasing number of wait listed offenders deemed Incompetent to Stand Trial (IST) who are awaiting treatment, the Department of State Hospitals partnered with counties to establish JBCT programs. This agreement expires on December 31, 2019. The County is fully reimbursed for this program by the Department of State Hospitals.

POLICY ISSUE:

Approval of this agreement is in compliance with the Board of Supervisors' Contract Reporting Policy, approved on January 24, 2006 and later revised on March 22, 2011, which states departments are required to obtain Board of Supervisors' approval for any contract or agreement where the total cumulative compensation exceeds \$100,000.

FISCAL IMPACT:

The annual base contract and per diem costs for the contract with CFMG for Medical and Mental Health Care include annual increases of 3.5% and are as follows:

Year	Period Covered	Annual Base Amount	Monthly Base Amount	Per Diem
1	6/29/2018 - 6/30/2019	\$14,117,208.00	\$1,176,434.00	\$5.36
2	7/1/2019 - 6/30/2020	\$14,611,310.00	\$1,217,609.00	\$5.55
3	7/1/2020 - 6/30/2021	\$15,122,706.00	\$1,260,225.00	\$5.74

The Proposed Budget for Fiscal Year 2018-2019 includes \$13,394,719 in appropriations in the Sheriff's Department Detention and Adult Detention Expansion budgets and \$722,489 in the Probation Department's budget, for a total of \$14,117,208, to support existing adult and juvenile detention inmate medical services. Estimated revenue in the amount of \$1,399,819 from use of Community Corrections Partnership (CCP) funds is also included in the Proposed Budget. The balance of \$12,717,389 is funded with a General Fund Contribution.

The Public Safety Center's 15-bed Outpatient Housing Unit will require medical staffing if utilized. Funding for operation of this unit is included in the Chief Executive Office – Appropriation for Contingencies budget, and will be transferred to the Detention budgets, as needed, in a future budget cycle.

There are no budget adjustments needed at this time.

BOARD OF SUPERVISORS' PRIORITY:

The recommended actions are consistent with the Boards' priorities of *Supporting Strong and Safe Neighborhoods* and *Supporting Community Health* by providing quality health care services to Stanislaus County inmates.

STAFFING IMPACT:

Staff from the Sheriff's Department, Probation and Chief Executive Office will continue to monitor the operational performance of CFMG.

CONTACT PERSON:

Adam Christianson, Sheriff-Coroner, (209) 525-7216

ATTACHMENT(S):

1. CFMG Agreement

**AGREEMENT FOR
PROFESSIONAL SERVICES**

This Agreement for Professional Services is made and entered into by and between the County of Stanislaus ("County") and California Forensic Medical Group ("Consultant"), on 26th of June, 2018 (the "Agreement").

Introduction

WHEREAS, the County has a need for detainee health care services at Stanislaus County Court Holding, Public Safety Center West, Minimum Housing, Public Safety Center East, REACT and Stanislaus County Juvenile Detention Facilities (collectively, the "Custodial Facilities") 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, (Medical) and Scope of Work (Mental Health), which are attached hereto as Exhibit A and Exhibit B respectively. For purposes of this Agreement, the Stanislaus County Court Holding, Public Safety Center West, Minimum Housing, Public Safety Center East and REACT are collectively referred to as the "Adult Facilities" and Stanislaus County Juvenile Detention Facility is referred to as "Juvenile Detention Facility". All services provided by Consultant and the manner in which services are to be provided, shall be in accordance with the Consultant's Proposal for Comprehensive Inmate Medical Care of Stanislaus County submitted in response to the County's Request for Proposal #12-31 MP, including any revisions to such proposal. 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.

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, quality assurance 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, the County reserves a royalty-free, nonexclusive, 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 Exhibits A and B. 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.

1.4 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 of the Stanislaus County Board of Supervisors. 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	6/29/2018-6/30/2019	\$14,117,208.00	\$1,176,434.00	\$5.36
2	7/1/2019-6/30/2020	\$14,611,310.00	\$1,217,609.00	\$5.55

3	7/1/2020- 6/30/2021	\$15,122,706.00	\$1,260,225.00	\$5.74
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The County shall pay Consultant the Monthly Base Amounts as shown above on or before thirty (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 all of the Custodial Facilities (Average Daily Population). The specific calculations are as follows:

If the Average Daily Population for the quarter is less than 1,602, the decrease shall be calculated as follows: $(1,602 - \text{Average Daily Population}) \times (\text{Per diem}) \times (\text{Number of days in quarter})$. This amount will be deducted from the payment to Consultant from the invoice payment immediately following the quarterly determination, and such invoice shall specifically set forth the calculation of such deduction.

If the Average Daily Population for the quarter exceeds 1,747, the increase shall be calculated as follows: $(1,747 - \text{Average Daily Population}) \times (\text{Per diem}) \times (\text{Number of days in quarter})$. 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 set forth the calculation of such increase.

Either party may re-open this Agreement to negotiate compensation adjustments based upon changes in the amount or type of contract services that have a duration beyond the contract year in which they are anticipated to occur, such as and including, but not limited to, (a) potential reimbursement related to the Patient Protection and Affordable Care Act (Pub.L. No. 111-148 (March 23, 2010) 124 Stat. 119 through 124 Stat. 1025); (b) the planned 456-bed expansion of the adult detention facility; and (c) reduction of personnel after implementation of an electronic medical records system.

Notwithstanding the first paragraph on Page 70 of the Consultant's proposal related to electronic medical records, Consultant will pay for new servers, scanners, integration costs of eClinicalWorks or similar electronic medical records system, and on-going licensing fees, including replacement costs as needed. Provided, however, if the County elects to provide server maintenance and backups, the base contract amount will be reduced by \$30,000 each contract year, or by a proportional amount if less than a full contract year.

The County understands that the Contractor will at times need to utilize a nurse for the Outpatient Housing Unit (OPHU). That dollar amount is not recognized in the new monthly payment but as Contractor will bill the County separately for payment. The Contractor will be responsible for obtaining a signature from the Commander of Public Safety Center-East verifying that a nurse was added in the OPHU, and the Contractor will submit a bill to the County for payment. The need for a permanent position in the OPHU will be analyzed during the remainder of the contract for the need to make permanent in future amendments or agreements.

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 to:

Stanislaus County Sheriff's Department
Attn: Business Manager
250 E. Hackett Road
Modesto, CA 95358

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.

2.5 County shall take reasonable steps, both upon incarceration, periodically thereafter, and (if necessary) at the time that off-site inpatient services are provided, to screen inmates for eligibility to enroll in Medi-Cal County Inmate Program ("MCIP") and, with respect to inmates who are so eligible, shall assist the inmates with enrollment to the extent such assistance is legally permissible.

2.5.1 Consultant and County will coordinate to facilitate MCIP eligibility of inmates and Medi-Cal payment for Medi-Cal covered services.

2.5.2 Consultant agrees to use its reasonable best effort to facilitate MCIP eligibility for Medi-Cal covered services, and shall provide County and/or County-designated third-party billing contractor with all documentation that may be required to facilitate claiming of or reimbursement for the cost of Medi-Cal covered services by the COUNTY.

2.5.3 Consultant shall notify the County of any inmate who may have a hospital stay longer than 24 hours. County will begin the process of obtaining Medi-Cal or any other third-party coverage and reimbursement. Consultant will provide all necessary information in the medical file as may be needed to secure coverage and reimbursement.

2.5.4 County agrees to use its best reasonable effort to facilitate Medi-Cal payment for items and services that are covered by Medi-Cal, and shall provide to or obtain from Consultant and providers that furnish such services (or their designated agents) all documentation required to facilitate Medi-Cal payment for such services.

2.5.5 Notwithstanding anything to the contrary contained herein, County expressly releases Consultant from any financial liability for health care items and services provided to an inmate where such items are covered by Medi-Cal and provided to an inmate who is determined eligible for and is enrolled in Medi-Cal as of the time such items or services are provided.

2.5.6 Because of County's participation in MCIP, County and Consultant acknowledge there is a net reduction in Consultant's liability for medical treatment costs for individual inmate inpatient episodes. Accordingly, County and Consultant agree Consultant will reimburse Annual MCIP Administrative Services share paid to California Department of Health Care Services ("DHCS"), and pay the Quarterly non-federal share that will be invoiced from DHCS along with the paid claim analysis. Consultant will also reimburse county 85% of the reduced liability (i.e., savings) that Consultant will realize for each individual inpatient episode which shall be paid by Consultant to County; Consultant shall be allowed to retain the remaining 15% of the savings realized. The maximum amount of annual reimbursement of this section shall be \$350,000 for the contract year June 29, 2018- June 30, 2019. This amount will increase by 3.5% each contract year.

3. Term

3.1 The initial term of this Agreement shall be from June 29, 2018 through June 30, 2021 (the "Initial Term") unless sooner terminated as provided below.

The annual base contract increases 3.5 percent per year, and the per diem rates reflect an approximate 3.5 percent increase per year.

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; provided 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 the 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.

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 **Exhibits A or B** 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 adequate office space necessary for Consultant to provide the services under this Agreement.

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

5.3

5.3 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 detainee transportation costs necessary for off-site healthcare services. County shall also provide a 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 Insurance. 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 Five Million Dollars (\$5,000,000) 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 workers 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 **Exhibits A or B**, 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 ad 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.

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, photo-static, 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-Change of Ownership

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.

Upon change in ownership of the Consultant or sale of the Consultant's business the Consultant's rights and obligations under this Agreement may be assigned to the new owner upon application to and approval of the County, which approval shall be in the County's absolute and sole discretion. The new owner must agree to comply with and be bound by the terms and conditions of this Agreement.

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: Stanislaus County Sheriff's Department
Attn: Business Manager
250 E. Hackett Road
Modesto, CA 95358

With Copy to: County of Stanislaus
Attn: Purchasing Agent
1010 10th Street, Suite 5400
Modesto, CA 95354

To Consultant: California Forensic Medical Group
Attn: Briana Elvaiah
3911 Sorrento Valley Blvd, Suite 130
San Diego, CA 92130

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.

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 FORENSIC MEDICAL GROUP

By: 
Chairman of the Board of Supervisors

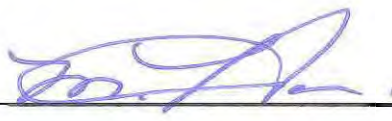
By: 
Raymond Herr, M.D., President

"County"

"Consultant"


APPROVED AS TO CONTENT:

Probation Department

By: 
Mike Hamasaki, Chief Probation Officer

APPROVED AS TO CONTENT:

Sheriff's Department

By: 
Adam Christianson, Sheriff

APPROVED AS TO FORM:

John P. Doering, County Counsel

By: 
Robert J. Taro, Deputy County Counsel

EXHIBIT A SCOPE OF WORK (Medical)

The Consultant shall be the sole supplier and/or coordinator of the health care delivery system for the Stanislaus County Court Holding, Public Safety Center West, Minimum Housing, Public Safety Center East, REACT and Stanislaus County Juvenile Detention Facility and Commitment Center (collectively, the "Custodial Facilities"). For purposes of this Agreement Stanislaus County Court Holding, Public Safety Center West, Minimum Housing, Public Safety Center East and REACT shall be referred to as the "Adult Facilities" and Stanislaus County Juvenile Detention Facility and Commitment Center shall be referred to as "Juvenile Detention Facility." 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").

I. SCOPE OF WORK

In order to provide services, Consultant shall:

1. 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 ("NCCHC"), the Institute for Medical Quality ("IMQ"), and Title 15 and Title 24 of the CCR.
2. 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. 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. Implement a written health care plan with clear objectives, policies, and procedures and to provide an annual evaluation of compliance therewith.
5. Maintain an open and cooperative relationship with the administration and staff of the Custodial Facilities, to include weekly multi-disciplinary meetings at each facility.
6. Operate the health care program in full accordance with standards established by the IMQ; achieve IMQ accreditation within nine (9) months of the beginning contract year for all applicable Custodial Facilities; and maintain IMQ accreditation throughout the term of the contract including any extensions of the contract. If through no fault of Consultant IMQ has been delayed, County agrees to meet and confer with the Consultant to discuss reasonability of timeframe.
7. Operate the health care program in a humane manner with respect to the Detainees' right to basic health care services.
8. Maintain professional relationships with local hospitals and clinics.

9. 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 (collectively, "Detainees") at the Custodial Facilities.
10. Specific Responsibilities. The Consultant shall be responsible for all medical care for all Detainees at the Custodial Facilities. The term "medical care" includes dental care and vision care. The Consultant's responsibility for such medical care shall commence with each Detainee who has been remanded and booked to the custody of the Custodial Facilities, and end with the release of the Detainee from the custody of the County. Consultant shall also be required to provide emergency medical care as needed to Detainees within the facilities.
11. Staffing. Consultant shall provide staffing seven (7) days per week at each of the Custodial Facilities unless specified in Section 11.2. Consultant must recruit, screen, credential, interview, hire, train and supervise all health care staff. Such health care staff must be adequate to meet 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. Consultant acknowledges that Consultant's employees assigned to provide services under this Agreement shall be required to undergo a rigorous, in-depth background investigation to determine his/her suitability for such assignment and shall be in addition to any screening or interviewing performed by Consultant as part of its normal hiring process. After an employee of the Consultant is cleared by the Sheriff through Live Scan screening, that employee will receive temporary clearance to enter and provide services in detention facilities, once Federal Prison Rape Elimination Act (PREA) guidelines have been met and subject to final background investigation and clearance by the Sheriff. The County, in its sole discretion, reserves the right to bar any of Consultant's employees from providing services at such locations on the basis of failure to obtain and maintain background clearance.

11.1 Key Positions: Consultant shall provide staffing of the following key positions at all times:

- 11.1.1 A full-time on-site program manager with a minimum of two (2) years of California experience, who shall have general responsibility for the successful delivery of health care for each of the Custodial Facilities.
- 11.1.2. A qualified, California licensed dentist;
- 11.1.3 A full-time, on-site, qualified, California licensed Director of Nursing or assistant program manager; and
- 11.1.4 A full-time, on-site, qualified, California licensed physician serving as Medical Director.

At County's discretion, Consultant may be subject to a fine of \$1,000 per day for its failure to staff any one of these four (4) key positions.

11.2 Other Positions: Consultant shall also provide, at a minimum, staffing as follows:

- 11.2.1 A physician, family nurse practitioner, physician's assistant or a registered nurse operating under standardized procedures to provide sick call seven (7) days a week with emergency response during nights and weekends,
- 11.2.2 A physician available 24 hours a day (on-site or on call). Sufficient local physician time should be provided to assure that a physician is on-site forty (40) hours per week for patient care and clinical supervision/oversight of the health care program staff, of which six (6) hours shall be at Juvenile Detention Facility. For purposes of this Agreement, a "local physician" is defined as one who is able to respond on-site within two (2) hours' notice. 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,
- 11.2.3 Arrangements for twenty-four (24) hour a day emergency services shall include handling of on-site emergencies and the availability of acute hospital emergency room and inpatient services,
- 11.2.4 Twenty-four (24) hour a day physical presence in the medical units (when occupied) of the Adult Facilities by a health care staff person, supervised by a registered nurse. Physicians shall document visits to inmates/detainees and detainees housed in facility medical units as clinically indicated. At the Juvenile Detention Facilities, a twenty-four (24) hour a day physical presence by no less than a licensed vocational nurse,
- 11.2.5 Eight (8) hours a day (day shift), seven (7) days a week, on-site coverage by a licensed registered nurse at Minimum Housing Units, REACT and the Juvenile Detention Facilities,
- 11.2.6 Availability of licensed registered nurses on-site to assist, when requested, with intake medical evaluations twenty-four (24) hours per day at each Adult Facility,
- 11.2.7 During operating hours or when inmates are present, on-site coverage by a licensed registered nurse at the Court Holding Facility.

12. Intake Health Screening. County staff will perform an intake Health Screening at all Custodial Facilities. Nursing staff will respond to requests for consultation on intake Screenings as required. At a minimum, the Intake Screening shall include:

- 12.1 Documentation of current illnesses and health problems, including medications taken, and special health requirements,
- 12.2 Notation of body deformities; trauma markings; bruises; ease of movement; etc.,
- 12.3 Behavior observations, including state of consciousness, mental status, and whether the Inmate is under the influence of alcohol or drugs,
- 12.4 Conditions of skin and body orifices, including infestations,
- 12.5 At the Juvenile Detention Facilities, all arrestees will be offered STD (Sexually Transmitted Diseases) testing and treatment during the intake process.

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 detainee. Referral of the detainee for special housing, emergency health services, or additional medical specialties will be noted as appropriate.

13. Custody Security. Consultant shall have no responsibility for providing security at the Custodial Facilities or for the custody of any Detainee at any time, such responsibility being solely that of the County.
14. Off-site Care. Consultant shall identify the needs for and schedule, coordinate and pay for any inpatient or outpatient hospitalization of any Detainee. 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 Custodial Facilities and shall coordinate with Custodial Staff.
15. Policies and Procedures. Consultant shall prepare specific policies and procedures for the administration of health care services and chronic disease management at the Custodial Facilities. Policies are to be coordinated with the policies and procedures of each of the Custodial Facilities. 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 Custodial Facilities, 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 Custodial Facilities administration to perform its responsibilities under law, those areas are as follows:
 - 15.1 Drug and syringe security and distribution,
 - 15.2 Alcohol and drug medical detoxification,
 - 15.3 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,
 - 15.4 Suicide prevention.
 - 15.5 Medical assessment, monitoring and care of Detainees who have been subject to chemical, physical or mechanical restraints used by Custodial Staff,
 - 15.6 Program planning for pre-release arrangements for continuing medical together with participation in relevant programs upon return into the community,
 - 15.7 Consent for health care,
 - 15.8 Medication distribution,

15.9 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.

16. Medical Records.

16.1 Consultant shall maintain complete and accurate medical and dental records for each Detainee separate from the confinement records maintained by the Custodial Facilities. In any criminal or civil litigation where the physical or mental condition of a Detainee is at issue, Consultant shall provide access to such records to the administrator of the Custodial Facilities, upon written request, from Stanislaus County Counsel.

16.2 Existing medical records and all medical records prepared by Consultant shall be the property of the County. 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 become the property of the County.

16.3 Consultant will have the ability to maintain all medical records electronically. Sheriff IT to coordinate the interface between the Integrated Criminal Justice Information System (ICJIS) and the Contractor's Electronic Medical Record (EMR) program.

16.4 Upon request of the County, Consultant shall supply the County with an electronic export of all County-owned medical records that exist in the Consultant's electronic medical records system. 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; SMC; 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.

17. Ancillary Services; Prosthetic Devices, etc.

17.1 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. All laboratory services provided shall be performed at a licensed facility.

17.2 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 Detainees. Consultant will submit a monthly report of costs for all outside services provided.

17.3 Consultant shall, at its own expense, 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.

- 17.4 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.
18. Pharmacy Program. Consultant shall at its own expense provide a comprehensive pharmacy program (the "Pharmacy Program") for the Custodial Facilities beginning with the physician prescribing of medication (or within 24 hours of booking pursuant to paragraph 19 below); the filling of the prescription; the administering of medication; and the necessary record keeping. Consultant shall be responsible for the costs of all drugs administered. The Pharmacy Program shall include prescription medications and over-the-counter medications. All prescription medications shall be prescribed by the responsible physician, family nurse practitioner, physician assistant, dentist or psychiatrist and shall be administered by a licensed nurse. All controlled substances, syringes, needles and surgical instruments will be stored under security conditions acceptable to the Custodial Facilities. Consultant shall be responsible for the costs of all drugs (both prescription and over-the-counter) administered and for all supplies associated with dispensing of medications, i.e., syringes, gloves, cups, etc. Consultant shall also be responsible for any bridge medication as described in paragraph 19 below. Over the counter medications acquired through the inmate commissary program will be at the inmate's expense.
19. Continuity of Care. Consultant shall make every effort to obtain health information and records from previous health care providers with the consent of the Detainee or parent/legal guardian for minors, when the Detainee presents with a current medical problem being treated prior to incarceration. Consultant shall evaluate current medications within 24 hours of booking and continue such medications as deemed appropriate by the responsible physician. Consultant shall communicate with County's Behavioral Health & Recovery Service and Health Services Agency on an "as needed" basis and with any treating clinician to promote continuity of care. In any case where a detainee is released and in need of on-going medication, Consultant shall make arrangements for a courtesy 7-day bridge of the medication.
20. First Aid. Consultant shall provide on-site triage and administer first aid or emergency care at the Custodial Facilities to any Detainee, 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 (including booking, vehicle sally port and transportation vehicles).
21. Female Detainee Special 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:
- 21.1 Screening for sexually transmitted disease,

- 21.2 Availability of prenatal/OB care at least once per week,
 - 21.3 Annual Pap testing and breast examinations as medically indicated,
 - 21.4 Access to obstetrical and gynecological specialists,
 - 21.5 Health education on women's issues,
 - 21.6 The continuation of contraceptive medication as medically necessary based on guidelines set forth by the American Public Health Association,
 - 21.7 Provision, at its own expense, of therapeutic abortions necessary to preserve the health or life of the female,
 - 21.8 Mammogram services for all women, as medically indicated consistent with community standards,
 - 21.9 Provision, at its own expense, of elective, non-therapeutic abortions in accordance with applicable state and federal law.
22. Infection Control Program. Consultant shall, at its own expense, provide an Infection Control Program in compliance with Centers for Disease Control (“CDC”) guidelines and California Occupational Safety and Health Administration ("Cal OSHA") regulations that includes at a minimum:
- 22.1 Committee meetings shall be held at least quarterly, which shall include documented minutes of such meetings,
 - 22.2 Identifying an appropriately qualified infection control coordinator,
 - 22.3 Development and implementation of infection control policies and procedures,
 - 22.4 Concurrent surveillance of patients and staff,
 - 22.5 Prevention techniques training for the Custodial Facilities staff,
 - 22.6 Treatment of infection in accordance with State and Federal regulations and statutes,
 - 22.7 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 T.B, Hepatitis and HIV.
23. Addition to Infection Control Program. The infection Control Program for the Custodial Facilities shall include Consultant's provision and administration of seasonal flu vaccine, Hepatitis series, PPD/Tuberculosis testing and . any other required vaccination for all departmental staff as required by Cal OSHA Standards, which shall include syringes, alcohol wipes and documentation. The County shall provide all serums/solutions and be responsible for all record keeping.

24. Detainee Education Program. Consultant shall develop and operate, at its own expense, educational programs for Detainees.
25. Discharge Planning. Consultant shall provide a discharge plan for every Detainee receiving medical care to ensure continuity of care services as appropriate. 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, disabilities and mental illness. When provided of advance notice of the pending release of a Detainee, Consultant shall attempt to schedule follow-up in the community after release. Consultant shall inform and educate Detainees about local resources available through such resources. Consultant shall arrange for a courtesy 7-day bridge of any necessary on-going medication prescribed for Detainees to be released as set forth in paragraph 19 above.
26. 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.
27. 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 and instructions to health care personnel regarding activities, special diets, pharmaceutical therapy, and personal hygiene needs (i.e., bathing, diapering etc.). 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 youth will receive education and treatment in accordance with Section 1431 of Title 15.
28. Services to Custodial Staff. Consultant shall provide:

28.1 On-site instruction and training service to all Custodial Facility Staff as follows:

<u>Training</u>	<u>Frequency</u>
Medical Considerations and Handling Medications	Annually
Probation CORE Academy Training	As Scheduled
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 diseases, infection control, MRSA, etc.	Annually

- 28.2 Thirty-two (32) hours of instruction every year concerning health issues.
29. Detoxification Program. Consultant shall, at its own expense, provide a medical detoxification program for drug and/or alcohol addicted Detainees in compliance with all applicable IMQ standards, which shall be administered as medically indicated containing at a minimum the following provisions:
- 29.1 Detoxification Services will be performed under Medical Supervision.
- 29.2 Detainees will be assessed by medical personnel when admitted to the sobering cell.
- 29.3 Medical staff will check Detainees in sobering cell upon admission, every six (6) hours thereafter, and any time when requested by County staff.
30. Quality Assurance. Consultant shall facilitate regular, quarterly Quality Assurance meetings with County. Discussions at such meetings shall include but not limited to reports from:
- 30.1 Quality Improvement Program.
- 30.2 Medical Audit Committee.
- 30.3 Sentinel Events.
- 30.4 Statistical Data.
- 30.5 Utilization Management
- 30.6 Dental and vision programs.
31. 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 NCCHC standards, as well as and California specific standards. The QIP will be used to establish a Quality Improvement man for the Custodial Facilities, which shall include the development of a Medical Audit Committee ("MAC").
- 31.1 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; Detainee grievances; risk management; policy and procedure review; utilization management; safety and sanitation; infection control; seclusion and restraint; adverse Detainee occurrences; and all mortalities.
- 31.2 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 Detainee deaths; suicide attempts; use of medical restraints; medical emergencies; and other events designated by Consultant's Chief Medical Officer.

32. Job-Related Health Clearances. Consultant will perform health clearances to enable youth to prepare and handle food product for those assigned to participate in the kitchen or who serve food at food service locations. Consultant will provide County with written verification thereof.
33. Training for Volunteers and Contractors. All volunteers and contractors who have contact with residents in the Juvenile Detention Facilities shall be required to attend Prison Rape Elimination Act (PREA) training that complies with the PREA standard 115.332.
34. 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 designate a case manager responsible for communicating with hospitals to monitor the conditions of admitted Detainees and ensure their understanding of on-site capabilities.
35. Reports. By the tenth calendar day of each month in a Medical Administrative Meeting, Consultant shall provide statistical reports to County including, but not limited to:
 - 35.1 Quarterly Utilization Reports with YTD annual summary details,
 - 35.2 Monthly Drug Utilization,
 - 35.3 Monthly Chronic Care/Special Needs Report with narrative of treatment plans,
 - 35.4 Weekly Inpatient/Detainee Hospitalization and Outlook,
 - 35.5 Ad hoc notifications of ER visits and hospital admissions, including copies of all billing statements and payment information,
 - 35.6 Monthly HR reports (filled positions, vacancies, recruiting and retention strategies),
 - 35.7 Quarterly Updated Provider Directory,
 - 35.8 Monthly Statistics on Sick Call, Doctors Clinic, Psychotropic drug use,
 - 35.9 Monthly Deaths,
 - 35.10 Monthly Suicide data (i.e., attempts taken and precautions taken),
 - 35.11 Monthly Sobering and safety cell admissions,
 - 35.12 Monthly Ambulance Transports in and Out,
 - 35.13 Monthly Off-site hospital admissions,

- 35.14 Monthly Off-site ambulatory procedures,
- 35.15 Monthly Medical specialty consultation referrals,
- 35.16 Monthly Medications administered,
- 35.17 Monthly fourteen (14) day history and physical assessment for adult inmates and ninety-six (96) hour history and physical assessment for juvenile detainees,
- 35.18 Monthly intake medical screening,
- 35.19 Monthly Detainees seen by the dentist,
- 35.20 Monthly Diagnostic studies,
- 35.21 Monthly Communicable disease reporting,
- 35.22 Monthly Report of third party reimbursement, pursuit and recovery,
- 35.23 Monthly Summary of completed medical incident report,
- 35.24 Monthly Summary of completed medical grievance report,
- 35.25 Monthly Hours worked by contracted medical staff,
- 35.26 Monthly on-call provider schedule.

Such reports shall be sent to:

Stanislaus County Probation Department

Attn: Superintendent, Juvenile Detention Facility
2215 Blue Gum Avenue
Modesto, CA 95358

Stanislaus County Sheriff's Department

Attn: Bureau of Administrative Services Lieutenant
200 E. Hackett Road
Modesto, CA 95358

with a copy to:

Stanislaus County Sheriff's Department
Attn: Business Manager
250 E Hackett Road
Modesto, CA 95358

II. SCOPE OF WORK - SPECIFIC TO ADULT FACILITIES

1. Comprehensive Health Assessment. Consultant shall perform a Comprehensive Health Assessment on each Detainee within fourteen (14) calendar days of the arrival of the Detainee at any of the Stanislaus County Court Holding, Public Safety Center West, Minimum Housing, Public Safety Center East and REACT (collectively, the "Adult Facilities"). Such assessment shall be performed by a qualified medical professional. At a minimum, the Comprehensive Health Assessment shall include:

1.1 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:

1.1.1 Inquiry into current illnesses and health problems and conditions:

- a. Current illnesses and health problems including medical, mental health and dental,
- b. 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,
- c. Mental health problems including suicidal ideation, psychosis and hospitalizations in conjunction with the Mental Health intake specialist,
- d. Dental problems,
- e. Allergies,
- f. 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),
- g. Use of alcohol and other drugs, including types, methods, date and time of last use and problems associated with ceasing use,
- h. Notation of personal physician and any medical risk,
- i. Other health problems as designated by the responsible physician,

1.1.2. Observation of the following:

- a. Appearances, which includes states of consciousness, mental status, conduct, tremors and sweating,
- b. Behavior such as disorderly, appropriate, insensible,
- c. Body deformities and ease of movement, trauma markings, bruises, lesions, eye movement, and/or jaundice,
- d. Identification of disabilities and special equipment needed,
- e. Persistent cough or lethargy,
- f. Condition of skin including trauma markings, scars, tattoos, bruises, lesions, jaundice, rashes and infestations, and needle marks or other indications of substance abuse,

1.1.3 Verification of medication in a timely manner,

1.1.4 Initiation of clinical pathways as indicated by the inmate's health condition,

- 1.1.5 Notation of the patient disposition based upon the information obtained in the receiving screening process,
 - 1.1.6 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,
 - 1.1.7 Referrals for special housing, emergency care or specialty care as necessary. Documentation of the date and time when referral/placement actually takes place,
 - 1.1.8 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,
 - 1.1.9 Verification of medically necessary special diets,
 - 1.1.10 Inquiry into health insurance coverage and explanation of the inmate co-pay policy.
- 1.2 Recording of vital signs, height and weight
 - 1.3 Mental health appraisal
 - 1.4 PPD test for tuberculosis
 - 1.5 Screening tests for Human Immunodeficiency Virus (HIV)
 - 1.6 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 IMQ guidelines and as medically indicated,
 - 1.7 The collection of additional health data to complete the medical, dental, prescription, mental health and immunization histories,
 - 1.8 A physical examination (including breast, rectal end testicular exams as indicated by the patient's gender, age and risk factors),
 - 1.9 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,
 - 1.10 Additional tests as required based on the original screening tests,
 - 1.11 Oral screening, instruction in oral hygiene and oral health education,
 - 1.12 Vision screening and hearing screening,

1.13 Other tests and examinations as appropriate, required and indicated (SMA 12, urinalysis, EKG, etc.),

1.14 The initiation of therapy and immunizations, when indicated,

1.15 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.

2. 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. Provider will perform health clearances for inmate facility transfers within four (4) hours of receiving the transfer list and at least once per shift.

3. 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:

3.1 Twenty-four (24) hour emergency dental services.

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:

3.1.1 Prevention of dental disease and oral hygiene education.

3.1.2 Charting of decayed, missing and filled teeth.

3.1.3 Obtaining a dental history of the inmate.

3.1.4 Dental specialist referrals, if needed.

3.1.5 Provision of all dental prosthetics and lab services as required.

3.1.6 Provision of maxillofacial surgery services when indicated

3.2 Necessary treatments including fillings; extractions; incisions and drainage; control of bleeding; and any indicated surgery based on the inmate's expected period of incarceration.

3.3 Limited restorative care.

3.4 Prophylactic care for long-term inmates.

3.5 Dental prosthetics as medically required per Title 15.

3.6 Appropriate recordation of all of the above as part of the inmate's medical record.

III. SCOPE OF WORK - SPECIFIC TO JUVENILE DETENTION FACILITY

1. Comprehensive Health Assessment. Consultant shall perform a comprehensive Health Assessment in compliance with Title 15 requirements on each Detainee within ninety-six (96) hours of the arrival of the Detainee at the Stanislaus County Juvenile Detention Facility. Such assessment shall be performed in a location that protects the privacy of the Detainee and by a qualified medical professional. At a minimum, the comprehensive Health Assessment shall include a health history, examination, laboratory and diagnostic testing, and necessary immunizations as outlined below:
 - 1.1 Review of the Intake Screening.
 - 1.2 History of any current illnesses, operations, injuries, medications allergies, immunizations, systems review, exposure to communicable diseases, family health history, habits (e.g., tobacco, alcohol and other drugs), developmental history (e.g., school, home, and peer relations), sexual activity, contraceptive methods, reproductive history, physical and sexual abuse, neglect, history of mental illness, self-injury, and suicidal ideation.
 - 1.3 Verification of medication in a timely manner.
 - 1.4 Behavior observations including state of consciousness, mental status and whether the detainee is under the influence of alcohol or drugs (detainees who have ingested or appear to be under the influence of intoxicating substances will be cleared in accordance with Section 1431 of Title 15.)
 - 1.5 Notation of body deformities, trauma markings, bruises, ease of movement, etc.
 - 1.6 Condition of skin and body orifices, including infestations.
 - 1.7 Oral screening, instruction in oral hygiene and oral health education.
 - 1.8 Vision screening and hearing screening.
 - 1.9 Screening tests for tuberculosis, venereal disease (sexually transmitted diseases), Human Immunodeficiency Virus (HIV), Hepatitis A, B or C, and other communicable diseases. Lab test will be performed per IMQ guidelines and as medically indicated.
 - 1.10 Additional lab work as directed by the physician for particular medical or health problems.
 - 1.11 Additional tests as required, based on the original screening tests.
 - 1.12 Recording of height, weight, pulse, blood pressure and temperature.
 - 1.13 Verification of medically necessary special diets.
 - 1.14 Informing the detainee of the grievance process; the right to health care; and how to access medical care, mental health care and dental services while at the facility.
 - 1.15 The Health Assessment of females will also include an inquiry about menstrual cycle and unusual bleeding, the current use of contraceptive medications, the presence of an IUD, breast masses and nipple discharge, and possible pregnancy.
 - 1.16 Any abnormal results of the Health Assessment shall be reviewed by a physician or FNP/PA for appropriate disposition.
 - 1.17 Recommendations for special housings dietary, emergency health services or additional medical specialties will be made as appropriate.
 - 1.18 Immunizations shall be verified and, within two weeks of the health appraisal/medical\ examination, the program shall be started to bring the minor's

immunizations up-to-date in accordance with current public health guidelines (including TDAP).

1.19 Seasonal flu vaccine, HPV (Gardasil), and the Meningococcal vaccine shall also be provided with parental consent.

1.20 Pursuant to Welfare & Institutions Code Section 222(a) any female in the custody of a local juvenile facility shall have the right to summon and receive the services of any physician and surgeon of her choice in order to determine whether she is pregnant. If she is found to be pregnant, she is entitled to a determination of the extent of the medical services needed by her and to the receipt of those services from the physician and surgeon of her choice. Any expenses occasioned by the services of a physician and surgeon whose services are not provided by the facility shall be borne by the female.

2. Dental Services. Consultant shall provide medically necessary dental services in Juvenile Detention Facility on a 24-hour a day basis, in accordance with Title 15 regulations. Dental treatment shall be provided to Detainees as necessary to respond to acute conditions and to avert adverse effects on the Detainee's health. Such treatment is not limited to extractions. While Title 15 regulations do not specifically require professional dental hygiene services and preventative maintenance, consideration should be given to providing such treatment for Detainees with unusually long periods of confinement in order to prevent deterioration of dental health over the extended time frame, Consultant may be requested by County to provide such preventive maintenance for Detainees held longer than one year. Instruction in dental hygiene is an important element of health education and should also be considered in the area of dental services.

3. Quality Assurance. Consultant shall participate in the weekly 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.

EXHIBIT B - SCOPE OF WORK (Mental Health)

The Consultant shall be the sole supplier and/or coordinator of the mental health care system for the Stanislaus County Court Holding, Public Safety Center West, Minimum Housing, Public Safety Center East, REACT and Stanislaus County Juvenile Detention Facility and Commitment Center (collectively, the "Custodial Facilities"). Consultant shall provide comprehensive services that are legally defensible; which meet correctional standards of mental 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").

I. SCOPE OF WORK

In order to provide services, Consultant shall:

1. Deliver high quality mental 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. Operate the mental 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. Operate the mental 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. Implement a written mental health care plan with clear objectives, policies, and procedures and to provide an annual evaluation of compliance therewith.
5. Maintain an open and cooperative relationship with the administration and staff of the Custodial Facilities, to include weekly multi-disciplinary meetings at each facility.
6. Operate the mental health care program in full accordance with standards established by the IMQ; achieve IMQ accreditation within nine (9) months of the beginning contract year for all four Custodial Facilities; and maintain IMQ accreditation throughout the term of the contract including any extensions of the contract. If through no fault of Contractor IMQ has been delayed, County agrees to meet and confer with the Contractor to discuss reasonability of timeframe.
7. Operate the mental health care program in a humane manner with respect to the Detainees right to basic health care services.
8. Maintain professional relationships with local hospitals and clinics.
9. Maintain a working knowledge of the current best practices and comprehensive understanding of the issues related to comprehensive mental health care services to adult inmates and juvenile detainees (collectively, "Detainees") at the Custodial Facilities.
10. Specific Responsibilities. The Consultant shall be responsible for all mental health care for all Detainees at the Custodial Facilities. The Consultant's responsibility for such mental health care shall commence with each Detainee who has been remanded and booked to the custody of the Custodial Facilities, and end with the release of the Detainee

from the custody of the County. Consultant shall also be required to provide emergency mental health care as needed to Detainees within the facilities.

11. Staffing. Consultant shall provide staffing seven (7) days per week at each of the Custodial Facilities unless specified in Section 11.2. Consultant must recruit, screen, credential, interview, hire, train and supervise all mental health care staff. Such mental health care staff must be adequate to meet all conditions and specifications set forth in this Agreement. All mental health staff providing services under this Agreement must be licensed to practice in the State of California and submit to County's security screening. After an employee of the Consultant is cleared by the Sheriff through Live Scan screening, that employee will receive temporary clearance to enter and provide services in detention facilities, once Federal Prison Rape Elimination Act (PREA) guidelines have been met and subject to final background investigation and clearance by the Sheriff. The County, in its sole discretion, reserves the right to bar any of Consultant's employees from providing services at such locations on the basis of failure to obtain and maintain background clearance.

- 11.1 Key Position: Consultant shall provide the services staffing of a qualified, California licensed psychiatrist or TelePsych MD or Psychiatric Nurse Practitioner on site or by telecommunications for a minimum of thirty two (32) hours per week. Consultant may be subject to a fine of \$1,000 per day for its failure to staff this key position.

12. Intake Screening. County staff will perform an Intake Screening at all Custodial Facilities.

Consultant nursing staff will respond to requests for consultation on intake Screenings as required. At a minimum, the intake Screening shall include:

- 12.1 Documentation of current illnesses and mental health problems, including medications taken, and special health requirements.
- 12.2 Notation of body deformities; trauma markings; bruises; ease of movement; etc.
- 12.3 Behavior observations, including state of consciousness, mental status, and whether the Inmate is under the influence of alcohol or drugs.
- 12.4 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.

13. Custody Security. Consultant shall have no responsibility for providing security at the Custodial Facilities or for the custody of any Detainee at any time, such responsibility being solely that of the County.
14. Off-Site and On-Site Care. Consultant shall identify the needs for and schedule and coordinate any inpatient or outpatient hospitalization of any Detainee. 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 mental health care rendered to Detainees inside the Custodial Facilities and shall coordinate with Custodial Staff.

15. Policies and Procedures. Consultant shall prepare specific policies and procedures for the administration of mental health care services at the Custodial Facilities. Policies are to be coordinated with the policies and procedures of each of the Custodial Facilities including the policies and procedures for mental health care. 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 Custodial Facilities, 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 mental health care judgments, or the discretion of the Custodial Facilities administration to perform its responsibilities under law, those areas are as follows:

15.1 Suicide prevention.

15.2 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.

15.3 Program planning for pre-release arrangements for continuing mental health care, together with participation in relevant programs upon return into the community.

15.4 Medication distribution.

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.

16. Medical Records.

16.1 Consultant shall maintain complete and accurate mental health records for each Detainee separate from the confinement records maintained by the Custodial Facilities. In any criminal or civil litigation where the physical or mental condition of a Detainee is at issue, Consultant shall provide access to such records to the administrator of the Custodial Facilities, upon written request, from Stanislaus County Counsel.

16.2 Existing mental health records and all mental health records prepared by Consultant shall be the property of the County. Consultant shall be the custodian of records for the County and respond to subpoenas regarding mental health records and/or treatment. At the termination of this Agreement, the mental health records shall become the property of the County.

16.3 Consultant will have the ability to maintain all mental health records electronically. Sheriff Information Technology staff to coordinate the interface between the Integrated Criminal Justice Information System (ICJIS) and the Contractor's Electronic Medical Record (EMR) program.

16.4 Upon request of the County, Consultant shall supply the County with an electronic export of all County-owned mental health records that exist in the Consultant's electronic medical records system. 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; SMC; 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.

17. Pharmacy Program. Consultant shall, at its own expense, provide a comprehensive pharmacy program (the 'Pharmacy Program") for the Custodial Facilities beginning with the physician/NFNP/PA prescribing of medication (or within 24 hours of booking pursuant to paragraph 18 below); the filling of the prescription; the administering of medication; and the necessary record keeping. Consultant shall be responsible for the costs of all drugs administered. The Pharmacy Program shall include prescription medications and over-the-counter medications. All prescription medications shall be prescribed by the responsible physician or psychiatrist and 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. Consultant shall be responsible for the costs of all drugs (both prescription and over the-counter) administered and for all supplies associated with dispensing of medications, i.e., syringes, gloves, cups, etc. Consultant shall also be responsible for any bridge medication as described in paragraph 18 below. Over the counter medications acquired through the inmate commissary program will be at the inmate's expense.
18. Continuity of Care. Consultant shall make every effort to obtain mental health information and records from previous mental health care providers with the consent of the Detainee or parent/legal guardian for minors, when the Detainee presents with a current mental health problem being treated prior to incarceration. Consultant shall evaluate current medications within 24 hours of booking and continue such medications as deemed appropriate by the responsible physician. Consultant shall communicate with County's Behavioral Health & Recovery Service and . Health Services Agency on an "as needed" basis and with any treating clinician to promote continuity of care. In any case where a detainee is released and in need of on-going medication, Consultant shall make arrangements for a courtesy 7-day bridge of the medication.
19. Discharge Planning. Consultant shall provide a discharge plan for every Detainee receiving medical care to ensure continuity of care services as appropriate. 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 mental health care. When provided with advance notice of the pending release of a Detainee, Consultant shall attempt to schedule follow-up in the community after release. Consultant shall inform and educate Detainees about local resources available. Consultant shall arrange for a courtesy 7-day bridge of any necessary on-going medication prescribed for Detainees to be released as set forth in paragraph 18 above.
20. 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 mental health care delivery system at the Custodial Facilities, including evaluations and recommendations concerning new programs, 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.

21. Custodial Staff Training. Consultant shall provide:

21.1 On-site instruction and training service to all Custodial Facility Staff as follows:

Training	Frequency
Suicide recognition and prevention	Annually
Signs and symptoms of mental illness	Annually
Interacting with mentally ill offenders	Annually
Recognition and treatment of developmentally disabled	Annually

22. 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:

22.1 Quality Improvement Program.

22.2 Medical Audit Committee.

22.3 Sentinel Events.

22.4 Statistical Data.

22.5 Utilization Management.

22.6 Mental health update.

23. 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 mental 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 QP will be used to establish a Quality Improvement Plan for the Custodial Facilities, which shall include the development of a Medical Audit Committee ("MAC").

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

- 23.2 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 Detainee deaths; suicide attempts; use of medical restraints; medical emergencies; and other events designated by Consultant's Chief Medical Officer.
24. Utilization Management Program. Consultant shall develop and operate, at its own expense, a utilization management program to assure the provision of medically necessary mental health care services in the most appropriate mental health care setting. Such program shall include a case manager responsible for communicating with hospitals to monitor the conditions of admitted Detainees and ensure their understanding of on-site capabilities.
25. Reports. By the tenth calendar day of each month, Consultant shall provide statistical reports to County including, but not limited to:
- 25.1 Quarterly Utilization Reports with YTD annual summary details.
 - 25.2 Monthly Drug Utilization.
 - 25.3 Weekly Inpatient/Detainee Hospitalization and Outlook.
 - 25.4 Ad hoc notifications of ER visits and hospital admissions, including copies of all billing statements and payment information.
 - 25.5 Monthly HR reports (filled positions, vacancies, recruiting and retention strategies).
 - 25.6 Quarterly Updated Provider Directory.
 - 25.7 Monthly Ambulance Transports in and Out.
 - 25.8 Monthly Off-site hospital admissions.
 - 25.9 Monthly Inpatient bed days for mental health services.
 - 25.10 Monthly Medications administered.
 - 25.11 Monthly Detainees seen by mental health professionals.
 - 25.12 Monthly Diagnostic studies.
 - 25.13 Monthly Report of third party reimbursement, pursuit and recovery.
 - 25.14 Monthly Summary of completed mental health incident report.
 - 25.15 Monthly Summary of completed mental health grievance report.
 - 25.16 Monthly Hours worked by contracted medical staff.

Such reports shall be sent to:

Stanislaus County Probation Department
Attn: Superintendent, Juvenile Detention Facility
2215 Blue Gum Avenue
Modesto, CA 95358

Stanislaus County Sheriff's Department
Attn: Bureau of Administrative Services Lieutenant
200 E. Hackett Road
Modesto, CA 95358

with a copy to:

Stanislaus County Sheriff's Department
Attn: Business Manager
250 E Hackett Road
Modesto, CA 95358

II. SCOPE OF WORK SPECIFIC TO ADULT FACILITIES

1. Comprehensive Mental Health Assessment. Consultant shall perform a Comprehensive Mental Health Assessment as medically indicated within fourteen (14) calendar days of the arrival of the Detainee at any of the Stanislaus County Court Holding, Public Safety Center West, Minimum Housing, Public Safety Center East and REACT (collectively, the "Adult Facilities"). Such assessment shall be performed by a qualified mental health professional. At a minimum, the Comprehensive Mental Health Assessment shall include:
 - 1.1 Review of the Intake Screening and Comprehensive Health Assessment and obtain any additional data needed to complete the standard mental health history, including but not limited to:
 - 1.1.1 Inquiry into current illnesses and health problems and conditions:
 - a. Current mental health.
 - b. Mental health problems including suicidal ideations psychosis and hospitalizations in conjunction with the Mental Health intake specialist.
 - c. Use of alcohol and other drugs, including types, methods, date and time of last use and problems associated with ceasing use.
 - d. Notation of personal physician and any medical risk.
 - e. Other health problems as designated by the responsible physician.

- 1.1.2 Observation of the following:
 - a. Appearances, which includes states of consciousness, mental status, conduct, tremors and sweating.
 - b. Behavior such as disorderly, appropriate, insensible.
 - c. Body deformities and ease of movement, trauma markings, bruises, lesions, eye movement, and/or jaundice.
 - d. Identification of disabilities and special equipment needed.
 - e. Condition of skin including trauma markings, scars, tattoos, bruises, lesions, jaundice, rashes and infestations, and needle marks or other indications of substance abuse.
- 1.1.3 Verification of medication in a timely manner.
- 1.1.4 Initiation of clinical pathways as indicated by the inmate's mental health condition.
- 1.1.5 Notation of the patient disposition based upon the information obtained in the receiving screening process.
- 1.1.6 Inform the inmate of the grievance process and right to mental health care and how to access mental health white at the facility.
- 1.1.7 Referrals for special housing, emergency care or specialty care as necessary. Documentation of the date and time when referral!/placement actually takes place.
- 1.1.8 Inquiry into health insurance coverage and explanation of the inmate copay policy.

1.2 Mental health appraisal.

1.3 The collection of additional health data to complete the mental health history.

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

2. 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 IMQ Title 15 of the California Code of Regulations and all other applicable state and federal laws.

2.1 Such program shall include but not be limited to:

2.1.1 Inmate assessment and evaluation.

- 2.1.2 Suicide prevention.
 - 2.1.3 Special needs treatment plans.
 - 2.1.4 Psychiatric services.
 - 2.1.5 Special observation.
 - 2.1.6 Individual and group counseling.
 - 2.1.7 Multidisciplinary communications.
 - 2.1.8 Psychotropic medications.
 - 2.1.9 Referrals for care.
 - 2.1.10 Ongoing care.
 - 2.1.11 Discharge planning.
 - 2.1.12 Court ordered anti-psychotic medication reviews
- 2.2 Consultant shall perform a mental health screening of each inmate after admission to the Adult Facilities consistent with Title 15 and IMQ standards. All inmates will receive a mental health screening and based on the findings, a mental health assessment will be conducted for those inmates who require an in-depth assessment. The mental health screening shall include:
- 2.2.1 History of psychiatric treatment and outpatient treatment.
 - 2.2.2 Current psychotropic medication.
 - 2.2.3 Suicidal indication and history of suicide behavior.
 - 2.2.4 Drug and alcohol usage.
 - 2.2.5 History of sex offenses.
 - 2.2.6 History of expressively violent behavior.
 - 2.2.7 History of victimization due to criminal violence.
 - 2.2.8 History of cerebral trauma or seizures.
 - 2.2.9 Emotional response to incarceration.
- 2.3 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.

- 2.4 Upon referral to the mental health providers for follow-up, a comprehensive diagnostic examination will be conducted to include:
 - 2.4.1 Psycho-social history.
 - 2.4.2 Mental status evaluation.
 - 2.4.3 Assessment of suicidal risk.
 - 2.4.4 Potential for violence.
 - 2.4.5 Special housing needs.
- 2.5 Notwithstanding the foregoing provisions, regarding the mental health 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 mental health services to be provided by Consultant pursuant to this Agreement and Shall remain the responsibility of County's Behavioral Health & Recovery Services (BHRS) and its Director.
- 2.6 Consultant will have a Psychiatrist or Psychiatric Nurse Practitioner or TelePsych MD available on site for a minimum of twenty (24) hours per week and at least one psychiatric Registered Nurse (RN)/Marriage Family Therapist (MFT)/Licensed Clinical Social Worker (LCSW) available eight (8) hours per day.
- 2.7 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.
- 2.8 The Consultant is not expected to restore inmates to competency, with the exception of inmates enrolled in the County Jail-Based Competency Treatment ("JBCT") program, 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.

III. SCOPE OF WORK SPECIFIC TO JUVENILE DETENTION FACILITIES

1. Comprehensive Mental Health Assessment. Consultant shall perform a comprehensive Mental Health Assessment in compliance with Title 15 requirements on each Detainee within ninety-six (96) hours of the arrival of the Detainee at the Stanislaus County Juvenile Detention Facility. Such assessment shall be performed in a location that protects the privacy of the Detainee and by a qualified medical professional. At a minimum, the Comprehensive Mental Health Assessment shall include a health

history, examination, laboratory and diagnostic testing, and necessary immunizations as outlined below:

- 1.1 Review of the Intake Screening and the Comprehensive Health Assessment;
 - 1.2 History of and current illnesses, operations, injuries, medications allergies, immunizations, systems review, exposure to communicable diseases, family health history, habits (e.g., tobacco, alcohol and other drugs), developmental history (e.g., school, home, and peer relations), sexual activity, contraceptive methods, reproductive history, physical and sexual abuse, neglect, history of mental illness including psychosis and hospitalizations, self-injury, and suicidal ideation;
 - 1.3 Notation of personal physician/psychiatrist and any medical risk;
 - 1.4 Verification of medication in a timely manner;
 - 1.5 Behavior observations including state of consciousness, mental status and whether the detainee is under the influence of alcohol or drugs (detainees who have ingested or appear to be under the influence of intoxicating substances will be cleared in accordance with Section 1431 of Title 15;
 - 1.6 Notation of body deformities, trauma markings, scars, bruises, ease of movement, etc;
 - 1.7 Additional tests as required, based on the original screening tests;
 - 1.8 Any abnormal results of the Mental Health Assessment shall be reviewed by a physician for appropriate disposition;
 - 1.9 Recommendations for special housing, dietary needs, emergency health services or additional medical specialties will be made as appropriate; and
 - 1.10 Informing the detainee of the grievance process; the right to health care; and how to access medical care, mental health care and dental services while at the facility.
2. 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 Detention Facility. Specifically, the Consultant shall:
- 2.1 Have a Psychiatrist available for a minimum of four (4) hours per week and a Psychiatric Nurse available twelve (12) hours per week;
 - 2.2 Collaborate and share Detainee information with the BHRS-JJMH Psychiatric Team with regard to Detainee care and treatment; and

- 2.3 Arrange for its nursing staff and the JJMH Psychiatric Team members to 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.
3. Quality Assurance. Consultant shall participate in the weekly Juvenile Detention Facility Health and Wellness Committee to review mental health related issues, activities, policies and programs. Consultant shall also assist in planning and implementing activities to promote mental health within the Juvenile Detention Facility.

Exhibit C- Jail Medical Staffing Matrix

CFMG Position	FTEs
Program Manager	1.00
Assistant Program Manager	1.00
Medical Director	1.00
Physician	0.20
Family Nurse Practitioner / Physician's Assistant (FNP/PA)	3.00
Registered Nurse - Supervisor/Facility Coordinator	4.00
Registered Nurse (RN)	17.05
Licensed Vocational Nurse (LVN)	25.20
Administrative Assistant	1.00
Medical Records Clerk	7.60
Dentist	0.80
Dental Hygienist	0.10
Dental Assistant	0.80
Psychiatrist	0.80
Mental Health Clinician	3.80
Total FTE's	67.35