EXHIBIT A - DESCRIPTION OF SERVICES

SECTION I

1. Contractor shall provide Comprehensive Inmate Medical Services ("Services") as contained in this Exhibit A.

   a. This Exhibit A has been drafted to include the requirements for all inmate health care services to be provided in and in conjunction with the Monterey County Jail. This exhibit is intended to be all inclusive for inmate healthcare services, including but not limited to: intake screening, inmate access to health care, health assessments, access to mental health services, treatment of alcohol withdrawal, treatment of drug withdrawal, suicide prevention, daily management of health care requests, sick call, individualized treatment plans, and chronic care. The scope of services must meet all the requirements of California Title 15 and CFMG's and the County's Implementation plans in the Matter of *Hernandez v. County of Monterey,* Case #CV5:13 2354 BLF (implementation plans), and NCCHC (once NCCHC certification is obtained). In the event of any conflict (direct or indirect) among any of the exhibits, the contract, and the implementation plans, the more stringent requirements providing the County with the broader scope of services shall have precedence, such that this Exhibit A including all attachments, and CFMG's implementation plan shall be performed to the greatest extent feasible.

   b. State regulations and CFMG's implementation plan may be relied upon to interpret this Contract and shall be applied in such a manner so that the obligations of the Contractor are to provide the County with the broadest scope of services for the best value.

2. Contractor shall begin providing Services pursuant to this contract on at 12:01 A.M. on January 1, 2018. Considering the Contractor is already on site and providing services in accordance with the implementation plan, contractor will take all necessary actions to seamlessly transition from the previous scope of services, so all new services are in place at the commencement of this contract. Any Transition Activities shall be performed by Contractor at no cost to County with charges under this Agreement starting with the provision of Comprehensive Inmate Medical Services. All insurance requirements must be in place and met during the Transition Activities.

3. Contractor project team will consist of the following Key Personnel and subcontractors, as applicable during the contract term: Medical director, psychiatrist, Program Manager, director of nursing and administrative assistant/records supervisor. Those personnel are responsible for administering the program, personnel management, staffing plan, and quality assurance.

SECTION II

Contractor shall have and maintain the following minimum qualifications:

1. Health care services must be provided in compliance with the standards set forth by Title 15, Division 1, Chapter 1, Subchapter 4, Minimum Standards for Local Detention Facilities.

2. Health care services must meet all the requirements within CFMG's and the County's Implementation plans in the Matter of *Hernandez v. County of Monterey,* Case #CV5:13 2354 BLF (implementation plans); and any subsequent orders of the court. If, during the term of this agreement, court monitoring concludes, contractor will continue to meet minimum standard established by the *Hernandez* Implementation plans or NCCHC Standard; whichever provides the higher level of care.

3. NCCHC Accreditation. Within 180 days of the contract start date Contractor must develop a plan to meet the requirements to obtain NCCHC Accreditation for health services and mental health services. Within the 1st year of the contract start date; Contractor's policies must meet NCCHC standards for health and mental health care. Within 18-months after the contract start date, the contractor's practices must be NCCHC compliant and the Contractor must begin the application process for NCCHC Accreditation. Contractor agrees to take all necessary steps to receive full NCCHC Accreditation by the end of the second year after contract start date. Once Accreditation is granted, Contractor will comply with the all NCCHC standards that are used to ensure continued accreditation. County must take all steps to meet NCCHC standards and Contractor will be relieved of obligations under this section until County meets its burden regarding accreditation.

4. Accreditation Timeline (all times from contract start date)

    i. Develop plan to obtain NCCHC Accreditation – 6 months
    ii. Begin operating within NCCHC Standards – 1 year
    iii. Begin Application Process for NCCHC Accreditation – 18 months
    iv. Obtain NCCHC Accreditation – 2 years

5. *Staff Minimum Qualifications.* The medical professionals providing services through the Contractor, including doctors and nurses, MUST individually meet and maintain the following minimum qualifications.

    a. *Supervising Doctors and Nurses.* Each supervising doctor and nurse must have a California license and experience in medical practice at a correctional facility after obtaining his or her credentials.

    b. *Program Manager.* The Program Manager should be qualified to manage a healthcare program in a correctional facility of this size. Each time this position is filled, the Contractor and County will discuss the person's qualifications prior to hiring.

    c. *Other Supervisors.* All other supervisors must have at least three (3) years' experience in the profession providing similar services in a detention and/or correctional facility. A qualified candidate can fill this position with less experience if agreed to by the county.

d. *Discharge Plans.* Contractor shall maintain discharge plans for releasing inmates back from an inpatient setting into the facility, AND for referring and releasing inmates back to appropriate providers within the community.

e. *Waiver by Contractor.* Contractor may seek a waiver of a specific qualification with a request to substitute experience or other qualifications by submitting such request in writing to County.

6. Security and Background Checks. All service providers, employees, and subcontractors working at the Facility must pass and maintain, to the satisfaction of MCSO, a security and background check performed by MCSO. Failure to pass, divulge information, or comply with the background process will prohibit an individual from entry into MCSO facilities. Any security and background checks performed by MCSO shall be in addition to the new hire and routine, background checks, reference checks, and other procedures performed by the Contractor. Contractor shall submit all candidates for employment to the MCSO for background checks and approval on a timely basis. A prolonged security clearance process may inhibit Contractor's ability to maintain adequate staffing levels. If that occurs, the parties shall meet and confer to resolve the issues.

7. Contractor shall ensure all health care staff and sub-contract staff are appropriately licensed, and certified, to perform their assigned duties in compliance with applicable state and federal law. Health care staff may perform only those tasks permitted by their licensure and credentials, and within their scope of training. Contractor must monitor licensing of their staff on a regular basis at its headquarters.

8. All receiving screenings and all inmate medical assessments shall be done by Registered Nurses or a higher level care provider (physician, physician's assistant, or nurse practitioner).

SECTION III

A. **Summary:** Contractor shall be responsible for inmate health care services immediately upon the inmate being brought and accepted into MCSO's custody through the intake process at the Monterey County Jail, 1410 Natividad Road, Salinas, California and throughout the term of inmate incarceration. Contractor is not responsible for any costs until an inmate is medically cleared and accepted into the facility. Contractor is responsible for providing, and coordinating all medical services brought to the inmate, and the services provided at medical sites within the facility. Contractor is also responsible for arranging and paying for all outside services, with the exception of "Inpatient admissions". "Inpatient admission" shall be defined as an emergent, urgent or routine admission to a hospital which marks the beginning of an inpatient episode, and entails a full admission procedure with completion of registration documents and formal acceptance of the patient by the hospital. Contractor shall also participate and assist with the transition of services as needed when an inmate leaves detention.

B. **Requirements.** Contractor, through its system of care, programs, and services must provide, at a minimum, the following services, and structure during the term of the contract:

1. **Services:** Contractor shall provide comprehensive health care services for inmates housed at the Monterey County Jail, including preventative services. Contractor's services shall include the following minimum levels of service:

a) *Intake Health Screening.* Intake screening shall be performed for all inmates, including transferees, by a licensed registered nurse (RN) at the time of booking. Booking takes place intermittently but is heaviest on the P.M. shift. Mandatory tuberculosis screening as currently performed shall be started at this point of contact in accordance with State and local standards. Contractor shall use its County-approved intake pre-screening tool for medical, mental health issues and referrals as outlined in the *Hernandez* implementation plans.

b) *Fourteen Day Health Inventory and Communicable Disease Screening.* An appraisal shall be performed by a RN or higher level care provider (physician, physician's assistant, or nurse practitioner) of all incoming inmates, which meets implementation plan requirements. This includes an examination (history and physical) of all inmates coming into custody be completed within the first 14 days of their incarceration.

c) *General Healthcare.* Contractor shall provide basic healthcare services to inmates including preventative care.

d) *Sick Call.*

i.) Inmates shall have access to essential health care services at all times. At a minimum, a RN shall be on duty at all times and a physician shall be on duty as required in the staffing matrixes and on call during all other shifts.

ii.) Sick call slips will be triaged daily. Urgent sick call requests are seen by the on duty medical provider, Monday through Friday. During off hours, urgent complaints/requests are communicated to the on-call medical provider by the nurse on duty. The on-call provider will treat or refer the patient as deemed medically appropriate. Sick calls shall be performed by an RN or higher-level care provider (physician, physician's assistant, or nurse practitioner). An RN or higher level care provider (physician, physician's assistant, or nurse practitioner) will make daily rounds for all segregation units. Any and all assessments shall be done by an RN or higher. Contractor is responsible for development and implementation of Health Care Plans. Inmates being treated in the facility shall have health care plans with clear goals, objectives, policies, and procedures for documenting goal achievements. At all times, Contractor will be required to comply with the procedures, staffing, and practices required in the implementation plans.

e) *Best Practices.* Contractor shall provide recommendations to MCSO and assistance with policy updates, or compliance changes in medical standards and other applicable laws or standards.

f) *Leadership.* Contractor's administrative leadership services shall have cost accountability and, if requested, justify medical care and responsiveness.

g) *Food Services – Special Diets.* Contractor shall provide recommendations for all medical and special needs diets. Contractor shall adhere to the medical dietary standards outlined in Title 15, Section 1248, as they may change from time to time and all other legal requirements.

h) *Food Service Clearances* – Contractor will conduct food service clearance exams on inmate kitchen workers to ensure inmates don't have any medical conditions that would be incompatible with food handling and serving in the jail.

i) *Suicide Prevention Program.* Contractor shall coordinate with sheriff's command staff to implement all aspects of the suicide prevention measures outlined in the implementation plans, including but not limited to:

   i. Coordinated meetings and working in collaboration to provide pre-screening and crisis intervention.

   ii. Provisions of a psychiatrist and licensed mental health providers to participate in the program, review issues related to suicide prevention and address the resolution of problems in accordance with the more stringent of the *Hernandez* or / NCCHC standards (once NCCHC certification is achieved).

   iii. Contractor will provide screening and crisis intervention, making certain that all medical treatment needs are addressed and outside transfer to a facility is considered especially for severely unstable or mentally-ill inmates.

   iv. For every inmate placed in a safety cell placement or on a suicide watch, Contractor shall ensure inmate is monitored by health services staff as medically appropriate and in compliance with the *Hernandez* implementation plans and NCCHC standards (once NCCHC certification is achieved).

   v. Contractor shall work cooperatively with outside agencies as needed.

j) *Dental Services.* Contractor shall provide emergency, medically necessary, and non-emergency dental services, including but not limited to extractions and hygienic cleanings. Services shall be provided 24 hours per week at the Monterey County Jail ("MCJ").

   Based on the inmate's length of stay and priorities listed, Contractor will provide the following treatment:

   i. Relief of pain and treatment of acute infections, including hemorrhage, toothaches, broken, lose or knocked out teeth, abscesses, and dry sockets after extractions.

   ii. Extraction of unsalvageable teeth.

   iii. Repair of injured or carious teeth.

   iv. Removal of irritation conditions that may lead to malignancies (if incarceration is prolonged).

v. Dental hygiene services and exam for inmates in custody for a year or more.

vi. Contractor will provide triage, prioritize, and then schedule inmates to see the dentist. Inmates requiring oral attention will be scheduled to see the dentist as soon as possible. If the inmate's dental requirements are emergent, the dentist will see them as soon as possible.

vii. For elective work that can be deferred Contractor will provide appropriate referral information upon the inmate's release.

k.) Special Needs of Pregnant and Postpartum Women. Contractor shall care for the special needs of pregnant and postpartum women, including, but not be limited to:

i. Following Pregnant Female Protocols established by statutes, regulations, County Policies, and Procedures.

ii. Referrals and coordination with community based methadone treatment program experienced in the special needs of pregnant/postpartum clients.

iii. Prenatal education and counseling; provided onsite or offsite at Laurel Family Practice at Natividad Medical Center; and

iv. Coordination of special medical services. If requested by County, Contractor shall provide verification by supplying copies of written agreements with service providers to assure the continuous availability of the full range of routine and emergency obstetrical services including management of high risk conditions. Preference shall be given to using County High Risk OB clinic at Laurel Family Practice at Natividad Medical Center.

l.) Family Planning Services. Contractor shall provide family planning services pursuant to Penal Code Sections 3409, 3440, 4023.5 and other applicable laws.

m) Prosthesis/Glasses. Contractor shall provide and make payment for medically required dental prosthesis and eye glasses.

n) *Consulting Services and Medical Equipment.* Making arrangements and payments for all consulting medical specialty services and special medical equipment (i.e. braces, crutches, hearing impaired vests, wheelchairs, etc.). Special medical equipment is defined as durable medical equipment (DME) as set forth under Medicare Part B plans and includes, but is not limited to diabetic supplies, canes, crutches, walkers, commode chairs, home type oxygen equipment, traction equipment, etc. As further defined, DME is equipment which 1) can withstand repeated use, 2) is primarily and customarily used to serve a medical purpose, 3) is generally not useful to a person in the absence of illness or injury, and 4) is appropriate for use in the inmates housing area. The use of any DME within the facility will be with the approval of the MCSO. For any major equipment, including beds and seat lift mechanisms, Contractor shall meet with County to discuss the need and if County will be purchasing and retaining ownership of the equipment.

o) *Hospital Care*. Contractor shall make arrangements for all "Inpatient admissions", to be paid for by County. "Inpatient admission" shall be defined as an emergent, urgent or routine admission to a hospital which marks the beginning of an inpatient episode, and entails a full admission procedure with completion of registration documents and formal acceptance of the patient by the hospital.

i. Contractor shall pay for, arrange, and coordinate all outpatient services, including dental care, and outpatient surgeries.

ii. All inpatient care shall be provided by Natividad Medical Center, unless the facility is unable to provide the type of service or level of care needed by inmate. In these cases, Contractor shall arrange for and coordinate care for inmate at an alternate facility where it has contracted for services; County shall pay for all inpatient care, including lab, radiology, inpatient consults and testing and anesthesia.

2. **Acute Care Needs:** "Acute Care" is defined as emergencies that require care outside of the facility, for which there is unavailability of specific services. Hospitalization for the acute care needs of all incarcerated inmates are currently provided by a combination of area health providers, including: Natividad Medical Center, Salinas Valley Memorial Hospital, Community Hospital of the Monterey Peninsula and San Jose Regional Medical Center. Contactor may use another provider with the written consent of County.

3. **Emergency Room:** Emergency room care for County inmates shall be provided by Natividad Medical Center (NMC) in Salinas, CA. Contactor shall use other providers, only if NMC is unable to provide the level or type of medical services required by inmate.

4. **Mental Health Services:** Contractor is responsible for mental health care for all inmates.

a) All new inmates shall be observed and queried for signs/presence and history of mental illness, including suicidal behavior/ideations, and use of medication for psychiatric treatment as part of the intake health screening completed by the Booking RN.

b) Mental Health services provided on-site will include crisis evaluation, socialization programs, group therapy, medication management, psychiatric evaluations, psychiatry exams, and individual therapy.

c) The on-site mental health team may be comprised of the psychiatrist or psychiatric mid-level provider (psychiatric FNP or PA), and licensed mental health professionals (MHP), which may include psychologists, Marriage and Family Therapists (MFT), Licensed Clinical Social Workers (LCSW), and Psychiatric Registered Nurse. A licensed psychiatrist or MHP will be available either on-site, via tele-psych and on-call to health services staff at the jail for consultation, referral and treatment, as dictated by the *Hernandez* implementation plans and court orders, and NCCHC standards.

d) Inmates in safety cells whose condition deteriorates, or for whom the nurse is unable to complete a hands-on assessment including vital signs after six hours of placement shall be transferred to Natividad Medical Center for further assessment.

e) Contractor shall work in collaboration with outside mental health services providers. Contractor will work with current or previous mental health practitioners in an effort to gain information on: patient (inmate) history, prescription medication administration, and treatment protocols. The contractor will work in collaboration with outside mental health providers in an effort to maximize the continuity of patient care. Contractor will consult with outside mental health practitioners and give consideration to outside physician recommendations as to prescription medication administration for any inmate that is a current or former outside mental health care provider's patient. If there is a conflict between contractor's chosen medication and the medication prescribed by a previous or current mental health provider, contractor must utilize the medication with the most likelihood of positive therapeutic results based on the totality of information from patient history, previous physician recommendation, or previous prescription administration results; regardless of the "formulary" status of a medication. Whether or not a particular medication is one of the contractor's "regular" or formulary drug shall not be a barrier to its utilization.

5. **Disaster:**. Contractor shall provide comprehensive medical care services during a natural disaster. Contractor shall implement a contingency plan to provide medical services to inmates following a natural disaster or declared state of emergency.

1. **Ancillary Services**: Contractor shall provide, arrange, and pay for laboratory, x-ray, and other ancillary services. Ancillary services should be performed on-site, but may if needed, be performed off-site.

2. **Laboratory Services:**

a.) Contractor will provide medically necessary diagnostic laboratory testing using a licensed and approved laboratory. Whenever possible, laboratory tests will be conducted on site. Laboratory testing includes routine, special chemistry and toxicology analysis.

b.) Contractor will coordinate with Lab Services for timely pickup and delivery of accurate reporting within 24 hours.

i. Within 72 hours, the physician will review, date and initial laboratory data upon receipt of test results. Once reviewed, the results are filed in the inmate's health record and a plan of care established, as appropriate and immediately report crisis levels to the supervising physician.

ii. When Contractor implements Electronic Health Record (EHR) or Electronic Medical Record (EMR) system, Contractor remains solely responsible for any laboratory interface costs to its EMR/EHR.

3. **Radiology Services**:

a) Contractor will contract with imaging and radiology provider as necessary to facilitate both on-site and off-site radiology services for x-ray, CT, and MRI. Contractor will work in collaboration

with MCSO transportation unit to facilitate necessary radiology services.

b) The site physician will review and initial all radiology results and develop a follow-up care plan as indicated.

4. **Electrocardiogram (ECG) Services:**

- Contractor will provide ECG services on site and is responsible for all equipment and supplies required for these services.

- A cardiologist shall provide an over read of performed studies.

5. **Diagnostic Records:** Contractor shall provide diagnostic results electronically, through the EMR System, once established. Laboratory and Radiology reports will be integrated via messages into an inmate's chart. If a results interface is not being used, results can be manually entered and/or reports can be scanned or uploaded into an inmate's chart.

6. **E-Consult:** Contractor may use e-Consult to provide near-real-time consultations with a panel of medical specialists. Using e-Consult, Contractor's on-site physicians, and mid-level providers can access any one of 24 specialties and 35 sub-specialties, including infectious disease, orthopedics, and cardiology. These specialists can either confirm that Contractor should send the patient for an off-site referral or, as happens about half the time, provide expertise to support management on-site, reducing unnecessary offsite referrals, and ensuring optimal clinical care. All e-Consults shall be documented in the patient chart. Upon completion of an approved referral, appointments are set and scheduled.

7. **Detoxification from Drug and Alcohol**:. Arrestees who are under the influence of alcohol or drugs are placed in the protective environment of the sobering cell and will be under close observation by custody and health services staff. Detoxification from alcohol, when performed in this facility, will be done under medical supervision in accordance with direct orders from the responsible medical provider using approved protocols/standardized procedures.

8. **Hearing/Language Interpreters**: Contractor will be prepared, have available, and work with interpreters to ensure that screening and provisions of services are provided for all inmates. Contractor shall provide, and bear costs for, hearing and language interpreters for medical care, which shall include all intakes, assessments, clinics, and all medical related appointments, as needed, required, and/or requested by the inmate. Contractor may request assistance from MCSO to meet this obligation only if it is necessary in an exigent circumstance.

9. **Court Orders:** Contractor shall promptly follow all court orders. Contractor will testify in court as needed.

a. Contractor shall abide by and follow all court orders that relate to inmate medical care and services. Contractor is required to forward copies of all court orders that relate to inmate medical care and services to the County. If Contractor believes the court order to be contrary to best medical practices or the

inmate's current needs, Contractor will be responsible for filing the appropriate objections or requests for relief with the court.

SECTION IV

A. CLINIC/OFFICE SPACE, FURNITURE & EQUIPMENT:

1. County shall pay for all local phone calls; all long-distance calls shall be billed back to Contractor. All utilities such as water, gas and electric will be paid by County.

2. All security and escort duties within the Jail shall be provided by County at County expense.

3. County reserves the right to refuse to allow any item into the jails if they determine it poses a security risk. Contractor will develop a method of inventory control for facility safety and security, to be approved by the Facility Commander. County may require approval of the vendor and method of internet/data connection services.

4. Contractor is responsible for maintaining all medical devices and medical testing equipment in good working order, and for maintaining logs regarding calibration, cleaning and maintenance of all medical devices and laboratory equipment. All costs of medical, laboratory and medical testing equipment maintenance shall be paid by Contractor.

5. Contractor is responsible for providing its own computers, servers, software, office chairs, and ergonomic related equipment for office areas, medical areas, and computer workstations and internet/data connection services.

6. At present, the County owns eleven (11) computers and peripherals used by Contractor. All internet/email service and access to Tracnet Jail Management service are being provided by County. The cost of this equipment and service provision is fifty-five thousand dollars ($55,000) annually. Contractor may choose to maintain service through the County, or may choose to install its own computers and network. If Contractor chooses to utilize county services, Contractor will be invoiced for this service quarterly, at a cost of $13,750 per quarter.

7. If Contractor chooses to provide its own connectivity services, County requires that all costs associated with interfaces to Tracnet System be paid for by Contractor. License/maintenance costs for Tracnet system shall be invoiced to contractor at a rate of $262.66 per license per year. One license is required for each user. License fees increase by 2.5 % annually.

8. If Contractor opts to install its own computers, all computers installed must meet or exceed County's standards. Should Contractor opt to install own equipment, all eleven (11) County owned computers/monitors and any county owned printers, or other peripheral devices shall be returned to MCSO IT department, in working order.

9. County has expended $10,100 for a wireless heat mapping survey at the request of Contractor. Contractor may arrange for its own heat mapping survey or purchase the survey done by the County.

10. All hazardous/medical waste removal shall be performed by a fully licensed contractor. Payment for medical waste removal and associated costs, including medical waste receptacles, sharps containers, and specialized medicine disposal boxes shall be responsibility of Contractor.

Annual licenses fee for removal of medical waste material at the 1410 Natividad Road address shall be the responsibility of the Contractor.

SECTION V

A. ADMINISTRATIVE STAFFING:

Contractor shall provide the following minimum Administrative staffing during the Contract term unless modified by written amendment to this agreement parties:

1. *Program Manager.* A qualified manager/administrator with three years' experience in health care in a correctional facility health care setting. The Program Manager will assist in coordinating healthcare services for the MCJ and in carrying out the terms of the contract. The responsibilities of the Program Manager will include recruiting, hiring, training, and supervision of staff; scheduling of all personnel to ensure that all shifts are covered, quality assurance audits and training of personnel.

2. *Director of Nursing.* A qualified director of nursing that is a licensed registered nurse, preferably with a bachelor's of science in nursing. At least one year of correctional health care and experience in healthcare management is preferred.

3. *Medical Director.* A qualified Board Certified or Board Eligible physician designated as medical director or lead physician. The individual shall have a specialty certification in the field of internal medicine, family practice, or emergency room (ER) medicine. The physician's licenses and credentials shall remain up to date and in good standing. The Medical Director will be responsible for overall health care delivery for the Facilities.

SECTION VI

A. MINIMUM MEDICAL STAFFING:

Contractor must maintain minimum staffing and on-call availability based on Implementation Plans. The matrix for the minimum staffing is attached as Exhibit F. **At all times Contractor shall:**

1. Provide adequate staffing, including 24 / 7 on site coverage by a medical provider with a minimum certification of Registered Nurse.

2. On call medical director / physician and psychiatrist shall be available by phone 24 hours a day every day. A physician shall be available to provide onsite services if additional or specialized services are needed at the facility. The on call physician shall be available by telephone to answer questions and travel to the facility within a reasonable time period if necessary.

3. Provide MCSO specific details throughout the term of contract on R.N. coverage to ensure continued 24-hour coverage.

4. Maintain designated full time equivalents (FTEs) at all times (i.e. should a person go on vacation they must be replaced) in accordance with the matrixes. Staffing plan shall include consideration for a relief factor for all levels of practitioners.

5. The Program Manager and the Medical Director must provide written notification to the Command Staff prior to any scheduled time away from the Facilities including vacations and email notice as soon as possible for any unscheduled time, such as for illness. The notice will include the name of the alternate physician to act on behalf of the Program Manager or Medical Director during his/her absence(s) from the Facilities.

6. Additional Staffing.

a. Request by County. County may request additional staffing for limited periods of time. If County requests additional staffing that Contractor does not believe is needed or necessary, Contractor shall provide a written notice as to why Contractor deems additional staff unnecessary. If County then notifies Contractor in writing that it is proceeding with additional staffing; County will pay an additional sum for such staffing, at a cost to be mutually agreed to by the parties.

b. Request by Contractor. If the County or Contractor believes it is necessary to add more staffing on a long term or permanent basis the Contractor shall meet with County to discuss amending the matrixes, or adding matrixes for increased staffing, including additional Licensed Vocational Nurses and RNs. Any such amendments must be done in writing and approved by the Monterey County Board of Supervisors.

c. Changes in Staffing by Court Order. If there should be a Court order in the matter of *Hernandez v. County of Monterey*, Case #CV5:13 2354 BLF, such that staffing by CFMG must be increased by more than 3%, County and CONTRACTOR will seek an agreement on an adjusted contract price, in the form of an amendment to this Agreement. Should the parties fail to reach an agreement on an adjusted contract price, either party may terminate this Agreement with (90) days written notice.

SECTION VII

A. STAFFING:

Contactor shall provide the following:

1. *Work Post.* Work Post descriptions (defining the duties, responsibilities, job descriptions, shift and location) for all assignments is to be clearly posted in the facility in an area that is open to all Contractor staff, but not to inmates. Contractor shall review and update the Work Post every six months. Reviewed and approved copies of each Work Post, with the date, must be provided to the Medical Liaison Commander, and the Captain on February 1st and August 1st of each year. Copies of any Work Post changes must be immediately provided to the Medical Liaison Commander.

2. *Shift Coverage and Daily Attendance Record.* Copies of staffing schedules, which include all health care staff, shall be posted by Contractor in designated areas ad shall be available to custody for review.

3. *Credit for Failure to Maintain Staffing.* County shall be provided credit for Contractor's failure to maintain staffing per the terms of this Agreement. Contractor and County will review staffing schedules on a quarterly basis and Contractor agrees to refund County for the cost of staff that have not been provided pursuant to the terms of this Agreement.

4. *Platform for Staff Input.* Contractor shall have a process or avenue for its nursing and medical staff to provide input regarding staffing and the level of patient care being provided.

SECTION VIII

A.TRAINING AND EDUCATION:

Contractor shall provide on-going staff training programs consistent with legal and accreditation standards, including but not limited to:

1, Development and implementation of training program for review of medical protocol and issues for pregnant inmates.

2. Development and maintenance of a reliable structured program of continuing education that meets or exceeds accreditation standards for health care staff annually, including employees, agents, subcontractors, and service providers.

3. All training required by the Implementation plans including ongoing orientation for new deputies and ongoing training of custody staff regarding medical issues in the jail, including mental health issues, and suicide prevention techniques.

4. Training Consistent with MCSO policies and agreements, and/or at the request of MCSO.

5. Contractor shall provide the County with a copy of its training program if requested; and, shall provide the training and accreditation certification for all of its staff, agents, and/or personnel who work in County detention and correction facilities if requested.

SECTION IX

A. PHARMACEUTICALS:

Contractor shall provide pharmacy services, directly or through an approved subcontractor.

Contractor shall dispense medications to inmates using a system that includes tracking, accountability, and ease of transporting and providing the medications. Contractor shall also have available and ready to implement an alternative system and upon the request of the County, Contractor shall promptly transition to the alternative system.

SECTION X.

A.TRANSPORTATION AND SECURITY:

1. Ambulance Transportation. Contractor shall contract with a licensed ambulance entity and pay for necessary ambulance, and other first responders transportation costs for non-emergency and emergency related transports. If requested, Contractor shall provide a copy of the contract to County. **Policies and procedures for appropriate modes of transportation shall be jointly developed by MCSO and Contractor**. Any required Air Ambulance services shall be the responsibility of the Contractor.

2. Security. County shall pay for the costs of deputy security, non-ambulance transportation and any other extraneous expenses related to the security and transfer to or housing of inmates in outside medical facilities.

SECTION XI.

A. COMPLIANCE WITH LEGAL REQUIREMENTS:

Contractor shall comply with all relevant legal requirements including but not limited to the following:

1. *California Code of Regulations Title 15. Crime Prevention and Corrections.* Contractor shall meet all applicable requirements of Title 15.

2. *Female Inmates Rights Plan.* Contractor shall meet the requirements of the Reproductive Privacy Act (Health and Safety Code 123460 et seq.) (Jan. 1, 2003).

3. *Inmates with Disabilities, Mental Health Issues, and Gender Matters.* Contractor shall comply with and abide by the federal and state laws as well as all MCSO policies as they relate to inmates and the Facilities, including but not limited to the Americans with Disabilities Act (ADA), inmates determined to have a mental issue, and matters involving transgender inmates.

4. *Prison Rape Elimination.* Contractor shall adopt and comply with the Prison Rape Elimination Act ("PREA") standards, and make information available to Monterey County, as required under 28 CFR § 115.12, to demonstrate its PREA compliance. 28 CFR §115.401 requires Contractor to engage in and receive a PREA audit at least once during a three-year audit cycle. Contractor will make available to Monterey County Sheriff's Office Contract Monitor the auditor's final report after completion of an audit. Until the first audit report becomes available, Contractor shall demonstrate PREA compliance to Monterey County by furnishing a copy of its PREA policy to Monterey County Sheriff's Office Contract Monitor Contractor. If no PREA audit has been conducted by the time the contract begins, plans to conduct a PREA audit must be demonstrated to MCSO within the statutorily set time frame.

5. Medi-Cal regulations and ORP only licensure. Contractor agrees to use only physicians and physician extenders (nurse practitioners, physician assistants) that are not debarred from treating/referring/dispensing to Medicare or Medi Cal patients.

6. *Medi-Cal Inmate Enrollment Program* (MCIEP): Contractor agrees to cooperate with, and abide by rules and regulations of MCIEP program, as per the contract County holds with State of California.

7. Court ordered restrictions: Contractor agrees to comply with any/all court ordered restrictions or requirements placed upon County due to *Hernandez* litigation

SECTION XII.

A. QUALITY ASSURANCE / OVERSIGHT / REPORTING:

1. The County may, at its own expense, contract with a neutral third party experienced in medical quality assurance reviews ("Quality Assurance Consultant"). The services of this

third-party consultant may include items such as conducting periodic audits of inmate medical records for treatment of medical conditions in order to evaluate the timeliness of care, appropriateness of assessment, treatment, and type of provider and level of care. Contractor shall cooperate fully with County's Quality Assurance Consultant including providing full and immediate access to records, including inmate medical records.

2. Contractor shall cooperate fully with County in all oversight and review of services provided or requested by the County. In addition, Contractor will work cooperatively, fully communicate, promptly provide information and documentation, and fully share information with Monterey County Health Department who will work with MCSO on oversight of the contract.

3. Contractor shall participate, as requested, on County committees related to inmate medical care, including providing service information and statistics.

4. Contractor shall assign a qualified professional to attend and participate in all meetings.

5. Results of medical quality assurance reviews, as well as recommendations for corrective action, will be provided to Contractor. Contractor will take recommended corrective action, or will advise the County in writing why such corrective action should not be taken. Contractor will cooperate with procedures to resolve any impasse in recommendations to make corrective actions.

    a. Contractor shall provide written responses to County regarding all issues identified in the medical quality assurance reviews within 30 days of receiving them unless an extension is granted in writing by the Medical Liaison Commander.

    b. Contractor shall provide timely written responses, in no event later than 30 days, from receipt regarding findings in any cases with which Contractor disagree.

6. The on-site Medical Director and Program Manager shall ensure the confidentiality of all patient record information, the audit process, all findings, and reports. Contractor shall delete all patient identifiers from audit worksheets, reports, and committee minutes. Maintenance of and access to quality review management documentation shall be under the authority of the Medical Director and Program Manager.

SECTION XIII.

A.OVERSIGHT AND COMMITTEE PARTICIPATION:

The Medical Director, Program Manager, and other appropriate representatives of the medical provider shall regularly attend meetings related to inmate health services, as requested by County. Attendance at meetings shall include participation to report on issues of concern and cooperate on an ongoing basis with designated committee representatives.

The Program Manager, or a designee approved by the MCSO Medical Liaison Commander, shall attend and participate meetings as requested by County

All services provided by the contractor are subject to review and evaluation for quality of care through established and regularly performed audits. Procedures, protocols and administrative policies and practices are also subject to review.

SECTION XIV.

A.MEDICAL AUDIT MEETINGS:

1. *Health Care Committees.* Contractor shall collaborate and participate in meetings, committees, and audits responsible for developing, recommending and implementing all future policies and procedures necessary for the operation of the health care program, as needed. The objective of these meetings and committees will be to assure quality health care is accessible to all inmates.

2. *Quality Assurance Meetings.* Contractor shall attend, prepare for, and participate in the monthly Quality Assurance Meetings at MCJ every month. In addition to discussing policy matters and medical and mental health updates, the Quality Assurance meetings may also include, but shall not be limited to: monthly statistics, infection control, inmate grievances, health and safety inspection reports, staffing plan updates, other health care topics, as warranted, offsite services report, including the purpose of the medical transport, staffing; audits; Error Rates; quality assurance matters; oversight; recommendations; accreditation; scheduling; compliance; general issues/concerns; and security/safety matters.

   The Quality Assurance Meeting will include physicians from Public Health and Mental Health departments, dentist, jail mid-level practitioners, the Medical Director and the Program Manager. Other medical professional guests may be invited as deemed appropriate by the Medical Director. The meeting will be used to conduct medical record reviews of all inmate deaths, all acute hospital, and infirmary admissions with the objective of identifying appropriateness of, deficiencies and/or inconsistencies in service delivery. Findings will be documented in the meeting minutes, a plan and schedule for corrective action will be developed to include action to be taken, responsibility for implementation and follow up reporting.

SECTION XV.

A. GRIEVANCE PROCEDURE:

Contractor will follow the current grievance policy and procedure with the MCSO for the communication and resolution of inmate and staff complaints or other items regarding any aspect of health care delivery. The Program Manager shall respond to and act as the primary contact with MCSO in reviewing and responding to complaints. Contractor shall promptly respond, provide information to MCSO, and adhere to all times lines for responses. When the assigned individual is on vacation or otherwise unavailable, coverage must be provided and the responsible individual identified to the Medical Liaison Commander. (All inmate grievances relating to medical care and dental services shall be reviewed by the MCSO Ombudsman).

SECTION XVI.

A. ACCESS:

Security staff shall accompany health care staff in providing health care services in secure areas in accordance with written policies or procedures. Contractor, their employees, agents, and contractors shall follow MCSO policies and procedures at all times.

SECTION XVII.

A. CLAIMS AND LEGAL ACTIONS:

Contractor shall actively and fully cooperate with County legal counsel and risk management staff in the investigation, defense and / or other work related to any claim or legal action against or on behalf of the County, including any of its departments, employees, volunteers or agents. Said assistance shall include, but is not limited to:]

1. Timely provision of data;
2. Medical records;
3. Investigation of claims;
4. Preparation of declarations or affidavits;
5. Other information as counsel deems necessary to prepare the defense or prosecution including the participation at any trial or hearing; and
6. Contractor must comply with all past, current, future settlements, and litigation concerning the delivery of inmate health care services.

SECTION XVIII.

A.TRANSFERS, RELEASES AND CONTINUITY OF CARE:

1. *Public Health Notification.* Contractor is responsible for notifying the appropriate public health agencies of reportable illnesses and communicable diseases, and will make such reports prior to inmate release where possible. Contractor is required to disclose all relevant communicable disease information for inmates as allowed by applicable laws.

2. *Transfer of Health Records.* Health records of an inmate who is being transferred, whether for medical or other reasons, shall be evaluated by medical staff and a transfer summary completed.

3. *Tuberculosis.* Procedures for transfer of inmates with suspected or known active tuberculosis shall be established by Contractor in compliance with statutory and regulatory requirements.

4. *Compassionate Care.* Contractor will provide assistance to County as requested in developing compassionate care release program, participate in, and cooperate with the compassionate care release program when implemented.

SECTION XIX.

A. CONTRACT ADMINISTRATOR:

1. Contractor shall provide various subject matter experts to act as contract administrators who will be the primary points of contact for issues related to the contract.

2. Contractor shall work with the designated liaisons whose responsibilities include, but are not be limited to:

    a. Contract compliance
    b. Fiscal Considerations
    c. Liaison with provider and respective County agencies, and
    d. Protocol development assistance

SECTION XX.

A.MEDICAL RECORDS:

1. *Maintenance*: Individual inmate health records shall be fully and properly maintained, including but not limited to:

    a. Pre-screen history
    b. Medical evaluation report
    c. Complaints of injury or illness and action taken
    d. Physician orders
    e. Progress notes
    f. Names of all personnel treating, prescribing, and/or issuing education
    g. Medications administered
    h. All laboratory, x-ray, and other documentation of treatment provided, and
    i. Documentation of all off-site services.

2. *Confidentiality.* Contractor shall maintain confidentiality of the health care records as is required by law. All medical records shall be and remain the property of the County. In the event of a contract termination, Contractor shall confirm County has received and has access to the full updated and accurate records, in part to assure compliance with medical records retention practices

3. *Audit*: Contractor shall cooperate with the County and third parties authorized by County for medical records review.

4. *Reporting.* Contractor shall prepare and submit regular reports to the County unless otherwise stated reports are to be submitted on July 1st of each year and at other times as requested by County.

5. *Electronic Medical Records System.*

    a. Contractor shall provide a comprehensive Electronic Medical Records (EMR)/ Electronic Health Records (EHR) package that focus on reliability, stability, and ease of use.

b. Contractor shall provide the EMR System so that it shall:

i. Provide Contractor's EMR system limited access to the Jail Management System (JMS) in compliance with legal restrictions on the data.

ii. Provide MCSO staff limited accessibility to the EMR System in compliance with legal restrictions on the data. Contractor shall provide access at no cost to County, including payment of any licensing and use fees.

iii. Be properly maintained and serviced, including computers, computer systems, hardware, and equipment. (County is responsible for the maintenance and servicing of its computer systems, terminals, hardware/servers, workstations hardware, and equipment for JMS.)

iv. Meet or exceed cabling and connectivity requirements as specified or directed by County.

v. Have its own network or work with county I.T. to continue existing network services.

vi. The EMR system must minimally meet the certification standards of the Certification Commission for Health IT (CCHIT)

vii. To maximize continuity of care, the county prefers the contractor to utilize an EMR that is fully integrated with the EMR used by Natividad Medical Center and the local clinics (currently Epic). County and Contractor will in good faith work together to analyze whether their systems can be used to allow communication between health care providers. If those systems cannot be integrated, the parties will work in good faith on a mechanism to allow providers to communicate effectively.

c. Contractor shall obtain MCSO's approval of intended applications and systems before installation.

d. Contractor is responsible for all costs of the EMR System, including payment of County costs associated for procuring and maintaining software interface between the JMS and EMR systems. Contractor shall complete an interface with JMS as soon as reasonably practicable.

SECTION XXI:

A. Statistical Information.

Contractor shall maintain general statistics and record keeping about the services provided. Contractor shall make available to the County accrued data regarding services provided. Data shall be compiled in appropriate reports as defined by the County and be provided in a monthly report. Such reports shall be

in a format that does not contain any personally identifiably information about inmates, but can be analyzed by inmate's age, sex, diagnosis and length of jail stay.

1. *Credential Report.* Contractor shall submit an annual Compliance Report by calendar year, due each year by no later than January 15, to MCSO on all applicable certifications, accreditations, and licenses during the life of this contract.

2. *Health Appraisal Status Report.* Contractor shall prepare an annual report by calendar year, due each year no later than January 15 to County on compliance with federal laws and California laws, regulations, and codes relating to Detention and Corrections Facilities Medical Programs at MCJ; including, but not limited to compliance with PREA and the Americans with Disabilities Act. Reports may include:

    a. Inmate requests for various services
    b. Inmates seen at sick call
    c. Inmates seen by physician
    d. Inmates seen by dentist
    e. Inmates seen by psychiatrist
    f. Inmates seen by psychologist
    g. Inmates seen by OB/GYN
    h. Inmates seen by case manager
    i. Out Patient Housing Unit admission, patient days, average length of stay
    j. Mental Health referrals
    k. Off-site hospital admissions
    l. Medical specialty consultation referrals
    m. Intake medical screening
    n. History and physical assessments
    o. Psychiatric evaluations
    p. Specialty clinics attendance and screenings in house
    q. Diagnostic studies
    r. Report of third party reimbursement, pursuit of recovery
    s. Percentage of inmate population dispensed medication
    t. Inmates testing positive for venereal disease
    u. Inmates testing positive for AIDS or AIDS antibodies
    v. Inmates testing positive for TB
    w. Inmate mortality
    x. Number of hours worked by entire medical staff, specifying each post or shift
    y. Other data deemed appropriate by the Captain or Medical Liaison Commander.

3. *Health Services Utilization Reports.* Contractor shall provide monthly statistical reports on health services utilization, the reports shall include the data set and report formats approved by the County. A quarterly synopsis of this data shall also be prepared and provided to the County.

4. *Objectives.* Quarterly and annual summaries shall be submitted to the County describing progress toward agreed upon objectives for the services and the status of special projects or

reports requested. This report shall contain data reflecting the previous month's workload, without identifying the inmates' personal information.

5. *Schedules.* Reporting and Scheduled Reviews shall adhere to the following:

a. All reports should be provided to the Medical Liaison Commander, with copies to other individual as identified by the Captain.

b. Monthly reports shall be submitted on the fifth calendar day of each month.

6. *Offsite Activity/Cost Report*. Contractor shall provide an off-site activity/cost report by the 20th of each month. The report shall contain all off-site cost reports outlining off-site outpatient, in-patient, emergency room visits, and clinical services visits, and the cost of each service.

7. *Procedures Manual*: Contractor shall maintain an updated on-site procedures manual that meets the requirements of applicable standards as outlined by the ACA, as well as the requirements of the Sheriff's Office as defined in Title 15, Section 1206, and NCCHC. A separate communicable disease manual shall also be maintained onsite. Contactor shall:

   a. Maintain a current copy of its Policies & Procedures Manual in the health services unit and accessible to all health care staff 24 hours a day with an electronic copy of the manual, with search capabilities also be accessible.

   b. Thorough training regarding policies and procedures to ensure all onsite staff has a working knowledge of them.

   c. Assure staff complies with the policies and procedures through on-site and corporate supervision.

SECTION XXII.

PRICING. Pricing shall be as set forth in Exhibit B.

SECTION XXIII.

LEGAL REQUIREMENTS IN THE PROVISION OF SERVICES.

Nothing in this Agreement shall be deemed to reduce or modify any Title 15 requirements; Contractor must comply with Title 15 and all other legal requirements, existing, and future court orders; for the provision of medical services to inmates, as they may be modified from time to time. If Contractor feels that there is any conflict in meeting the requirements of this Agreement and meeting all other legal requirements, it shall immediately notify County in writing of the perceived conflict.

SECTION XXIV.

A. NOTIFICATION OF PROPOSED SETTLEMENT.

Contractor shall notify County Risk Management and County Counsel of any compromise and/or settlement of any claim or legal action related to the provision of services under this Agreement.

Contractor shall notify County as soon as possible after an agreement has been reached and prior to the final acceptance and execution of any such compromise, settlement, or other agreement. This shall not apply to Contractor's employer and employee or union matters that do not relate to or impact the provision of services under this Agreement, unless County is a named or interested party. The addresses for purposes of this notification are:

Office of County Counsel
COUNTY OF MONTEREY
168 WEST ALISAL STREET
SALINAS, CA 93901

B. PUBLIC COMMUNICATIONS:

1. Contractor shall immediately notify County of any inquiries from the media regarding the services provided and coordinate any response with the County. Notification for purposes of this section shall be to the Medical Liaison Commander.

2. Contractor shall not disclose any information regarding inmates, including but not limited to protected health information under the Health Information Portability and Accountability Act (HIPAA), Health Information Technology for Economic and Clinical Health (HITECH), Confidentiality of Medical Information Act (CMIA located in the California Civil Code Sec 56-56.37) and all other relevant laws and regulations.

3. With regard to any claim or lawsuit tendered to the Contractor, regardless of whether a reservation of rights is issued, the Contractor and its defense counsel agree to coordinate all media contact related to the claim or lawsuit with the County.

CFMG
California Forensic Medical Group
INCORPORATED

TABLE 1. Monterey County Adult Costs

STAFFING		6,430,256
MEDICAL COSTS:		
On-Site Medical Services, Pharmacy & Supplies		811,441
Off-Site Outpatient and Specialist Services		941,542
Inpatient		-
TOTAL MEDICAL COSTS		1,752,983
OTHER EXPENSES:		
Direct operating expenses (insurance, etc.)		254,974
IT Expense (Cost of CFMG equipment, per cont		20,000
Monitoring Costs		318,400
TOTAL OTHER EXPENSES		593,374
TOTAL DIRECT COST		8,776,612
INDIRECT COSTS	7.78%	682,519
Discount		(318,400)
TOTAL PRICE		9,140,731

EXHIBIT B

CONTRACTORS BILLING PROCEDURES

Invoicing shall occur monthly. It is preferable to submit invoices and statements electronically to the County's invoice tracking system at:

MCSOSheriff.Fiscal@co.monterey.ca.us

The total annual contract amount payable is $9,140,731, as indicated in TABLE 1. Contractor will invoice the County monthly at an initial amount payable in Fiscal year 2017-18 of $761,727.58. The invoice must also segregate the amount of funding required for the registered nurse assigned to the booking area in the jail (currently 2.8 FTE) for separate billing within the County.

The parties agree this contract is subject to a 3% annual fixed rate increase.

If CONTRACTOR lacks the ability to use this system, hard copy invoices will be accepted via mail addressed to the following location:

Monterey County Sheriff/Coroner's Office
Attention: Fiscal Unit Accounts Payable
1414 Natividad Road
Salinas, CA 93906

County may, in its sole discretion, terminate the contract or withhold payments claimed by CONTRACTOR for services rendered if CONTRACTOR fails to satisfactorily comply with any term or condition of this Agreement.

No payments in advance or in anticipation of services or supplies to be provided under this Agreement shall be made by County.

County shall not pay any claims for payment for services submitted more than twelve (12) months after the calendar month in which the services were completed.

EXHIBIT C

UNITED STATES DISTRICT COURT

NORTHERN DISTRICT OF CALIFORNIA

JESSE HERNANDEZ, et al.,

Plaintiffs,

v.

COUNTY OF MONTEREY, et al.,

Defendants.

Case No. 5:13-cv-02354-PSG

ORDER GRANTING-IN-PART DEFENDANTS' MOTIONS FOR APPROVAL OF IMPLEMENTATION PLANS AND DENYING AS MOOT CFMG'S FIRST MOTION FOR APPROVAL OF IMPLEMENTATION PLAN

(Re: Docket No. 514, 517, 532)

Defendants County of Monterey and California Forensic Medical Group move for approval of their plans implementing the settlement agreement between them and Plaintiffs Jesse Hernandez et al.[1] As an initial matter, CFMG has two motions for approval pending.[2] CFMG first moved for approval of its implementation plan on Feb. 19, 2016,[3] and then moved for approval of a revised implementation plan after meeting and conferring with Plaintiffs.[4] The court DENIES CFMG's Feb. 19 motion as moot in light of CFMG's revised plan. With respect to CFMG, this order relies on CFMG's revised implementation plan, filed as Docket No. 532.

The court has considered all of Plaintiffs' objections to Defendants' proposed

[1] *See* Docket Nos. 514, 517, 532.

[2] *See* Docket Nos. 517, 532.

[3] *See* Docket No. 517.

[4] *See* Docket No. 532.

implementation plans, as presented in Plaintiffs' briefing and at oral argument.[5] The court GRANTS-IN-PART Defendants' motions for approval of their implementation plans and overrules Plaintiffs' objections except as follows:

1. **Meet and confer process**: the meet and confer process for each implementation plan shall include all Plaintiffs' counsel.
2. **Diamond Pharmacy license**: the Diamond Pharmacy pharmacist that dispenses medications to the Monterey County Jail in bulk or stock supply shall hold a California pharmacist license.
3. **Pharmacy pill transfer**: Plaintiffs object that the licensed vocational nurses that transfer medication from the stock supply do so by pouring out pills, putting them by hand in envelopes for each patient and putting leftover pills back in the stock supply bottles.[6] Plaintiffs argue that this practice endangers patient safety.[7] CFMG states that its LVNs are trained to take out a single dose of medication from the stock supply at a time.[8] This objection is resolved as follows: LVNs may transfer medication from the stock supply so long as they do not engage in the practice complained of.
4. **Suicide Risk Assessment Tool**: Plaintiffs object that Dr. Hayward's Suicide Risk Assessment Tool lacks guidance on how to use the assessment results and request that the court order Defendants to develop instructions for using the risk assessment tool.[9] At oral argument, Plaintiffs stated that Hayward was available to train CFMG and the County on the tool's use. This objection is resolved as follows: Hayward shall offer Defendants training on how to use

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[5] *See* Docket Nos. 531, 538.

[6] *See* Docket No. 531 at 4.

[7] *See id.* at 5-6.

[8] *See* Docket No. 532 at 3.

[9] *See* Docket No. 531 at 8-9.

the suicide risk assessment tool. Defendants may use their clinical discretion in relying on the results of the suicide risk assessment tool.

5. **Administrative segregation classification**: when inmates are placed in segregation, Defendants shall conduct a classification review within seven days of the placement and every 14 days thereafter.

6. **Restraint chairs**: individuals placed in a restraint chair shall be under constant supervision for the entire time they are in the restraint chair. The restraint chair may be placed in a safety cell or another location in the jail.

7. **Telepsychiatry**: Defendants' implementation plans must have standards for when they can deviate from a typical in-person encounter and use telemedicine or telepsychiatry.

8. **Violence Reduction Implementation Plan**: at oral argument, the County requested a four-month extension of the implementation plan's deadline for installing a new camera system, so that the County also could install new control panels for the camera system. Plaintiffs agreed to the four month extension. The four month extension is granted.

9. **Disability access plan**: the County shall provide a copy of the neutral ADA expert's report to the neutral disability access monitor and to Plaintiffs' counsel. The neutral monitor shall assess the adequacy of the County's ADA modifications.

10. **Implementation deadlines**: At oral argument, the County requested a 60-day extension to all expired deadlines in the implementation plan. Nearly a month has passed since oral argument. The County shall have a 90-day extension of all expired deadlines in the implementation plan. CFMG requests 45 days to train its staff on the implementation plan, before requiring its implementation.[10] CFMG shall have 45 days for training.

[10] *See* Docket No. 532 at 1.

California Forensic Medical Group
Term: 01/01/2018 to 12/31/2021
EXHIBIT C PAGE 3

SO ORDERED.

Dated: May 27, 2016

PAUL S. GREWAL
United States Magistrate Judge

United States District Court
Northern District of California

Jesse Hernandez v. County of Monterey
United States District Court Northern
District of California
Case No. CV 5:13 2354 PSG

CFMG'S IMPLEMENTATION PLAN

The CFMG Implementation Plan addresses all of the issues identified in the Settlement Agreement approved by the Honorable Paul Grewal on August 18, 2015.

All CFMG health services staff will participate in classroom orientation and training regarding compliance with all aspects of the CFMG Implementation Plan. Orientation and training will be conducted by a qualified health services instructor. Counseling, training or appropriate discipline may ensue from failure to comply with the Implementation Plan.

The CFMG Implementation Plan is designed to be used in concert with the County of Monterey's Implementation Plan. If there are any inconsistencies between the plans, they shall be resolved through a meet and confer process which shall include a representative from CFMG, the Monterey County Office of the Sheriff and the Monterey County Office of the Public Defender.

Post-implementation monitoring will include focused process and outcome audits to measure compliance with the elements of the CFMG Implementation Plan. Corrective action plans will be developed and instituted for identified deficiencies, including re-audits within a stipulated time frame. All monitoring and audit findings will be reported to the Quality Management Committee at its quarterly meetings.

TABLE OF CONTENTS

I. INAKE HEALTH SCREENING

All arrestees detained in the Monterey County Jail (MCJ) will be screened by a Registered Nurse (RN) at the time of intake using the MCJ Medical Intake Questionnaire, a copy of which is attached hereto as Exhibit A. The screening will be conducted in a manner to ensure the inmate's privacy. Translators and interpreters will be used whenever necessary to ensure effective communication.

A. The following three levels of medical conditions will be identified initially upon arrival of the arrestee.

1. Those obvious and acute conditions which would preclude acceptance into custody prior to "outside" medical evaluation and clearance.

a. Arrestees who are unconscious or who cannot walk under their own power.
b. Arrestees who are having or have recently had convulsions.
c. Arrestees with any significant external bleeding.
d. Arrestees with any obvious fractures.
e. Arrestees with signs of head injuries.
f. Arrestees with any signs of serious injury or illness.
g. Arrestees displaying signs of acute alcohol or drug withdrawal.
h. Pregnant women in labor or with other serious problems.
i. Arrestees who display symptoms of possible internal bleeding or with abdominal bleeding.
j. Arrestees with complaints of severe pain or trauma.
k. ***Arrestees who by reason of mental health disorder are a danger to others or themselves, or gravely disabled except for arrestees who have been released from a County-designated LPS involuntary detention facility with the previous 12 hours.***

2. Those conditions which are identified during the completion of the MCJ Medical Intake Questionnaire by the Booking RN may or may not be deemed to require "outside" medical evaluation and treatment.

   a. If the Booking RN determines that the arrestee requires medical evaluation and clearance prior to incarceration, the arrestee will be transported to Natividad Medical Center for medical clearance prior to booking.

   b. All acutely positive findings identified on the MCJ Medical Intake Questionnaire will be assessed by the Booking RN using the CFMG

3. Those conditions which are identified during the completion of the Intake Triage Assessment will be evaluated by the Booking RN and treated in accordance with CFMG Standardized Procedures or referred to the medical provider as indicated.

B. The arresting officer shall report any signs of trauma or acute illness to the reception officer prior to transfer of custody. The information obtained by the arresting officer will be communicated to the Booking RN. If the arrestee is taken to an emergency treatment center for medical evaluation and clearance prior to booking, documented evidence of such evaluation, treatment and clearance must be returned to the jail so as to become part of that inmate's medical record. The Booking RN in booking will review the treatment records to determine the course of treatment and/or contact the medical provider as indicated.

C. Receiving Health Screening by Booking RN during the Intake Screening Process.

The MCJ Medical Intake Questionnaire will be completed on all inmates at the time of intake into the facility by the Booking RN. The receiving screening shall include vital signs and, inquiry into:

1. Current illness and health problems, including medical, mental health, dental and communicable diseases (including sexually transmitted diseases and tuberculosis and other aerosol transmissible diseases).

2. Medications and special health requirements.

3. Substance use, including type, methods, amount, frequency, date or time of last use, and history of withdrawal problems.

4. History or appearance of suspected mental illness, including suicidal ideation or behavior.

5. Appearance or history of developmental disability.

6. Appearance or history of recent sexual abuse or abusiveness.

7. For females, a history of gynecological problems, possibility of current pregnancy, recent delivery and present use of birth control.

Observation of:

1. Behavior, to include state of consciousness, mental status, appearance, conduct, tremors and sweating;

2. Body deformities and ease of movement;

3. Condition of skin, including bruises, trauma markings, lesions, jaundice, rashes and infestations, needle marks or other indication of drug abuse; and,

4. Slowness in speech or lack of comprehension of questions suggestive of developmental disabilities.

Disposition:

1. Positive receiving screening findings will be referred to the provider for further evaluation as deemed necessary by the Booking RN.

2. ***Inmates with chronic medical conditions will be referred to and seen by a medical provider within five to seven days of arrival.***

3. Immediate referral to the local emergency room for clearance, if warranted.

4. Persons with possible communicable disease will be isolated from others pending evaluation by health services staff.

5. Refer to classification for housing.

D. Developmental Disabilities Screening by the Booking RN during the Intake Screening Process.

All inmates at time of booking are screened using the Guide to Developmental Disabilities, a copy of which is attached as Exhibit C. If an inmate is believed to have a developmental disability, the San Andreas Regional Center will be contacted within 24 hours.

1. The Booking RN performing the intake screening will determine if new detainees have known or suspected developmental disabilities.

2. The Booking RN shall complete an initial assessment to determine the level of disability and need for special housing and/or care, and contact the psychiatric provider on-call.

3. The Booking RN shall consult with shift supervisor regarding appropriate housing such as protective custody.

4. The CFMG Program Manager or designee will notify the San Andreas Regional Center within 24 hours of the presence of inmates believed to have developmental disabilities.

5. If the San Andreas Regional Center cannot be reached by phone at (831) 759-7500, a letter will be sent notifying them of the developmentally disabled inmate.

6. The San Andreas Regional Center is mandated by law to assure provision of services to individuals in whom developmental disability criteria are met.

   Criteria include:

   I.Q. of 70 or lower with epilepsy, autism, or significant neurological impairment which occurred before age 18 and resulted in a significant handicap.

   The medical staff is encouraged to develop an ongoing relationship with the San Andreas Regional Center.

E. Mental Health Screening by Booking RN during the Intake Screening Process.

1. All new inmates shall be observed and queried for signs/presence and history of mental illness, including suicidal behavior/ideations, and use of medication for psychiatric treatment as part of the intake health screening completed by the Booking RN. Verification of medications and request of treatment records will be initiated for inmates indicating current or recent treatment including medications, hospitalization, emergency department visits and/or outpatient services. Any inmate exhibiting or testifying to presence or history of mental illness is referred to mental health services staff for further evaluation. A physician's opinion is secured within 24 hours or the next scheduled sick call.

2. The Booking RN will complete a Nursing Psychiatric and Suicidal Assessment Form on all inmates with a positive mental health history. A copy of the Nursing Psychiatric and Suicidal Assessment form is attached as Exhibit D.

3. The on-site mental health team is comprised of the psychiatrist, psychologist, Marriage and Family Therapist and Psychiatric Registered Nurse. A licensed psychiatrist and psychologist are available on-site and on-call to health services staff at the jail for consultation, referral and treatment.

4. Inmates in safety cells whose condition deteriorates, or for whom the nurse is unable to complete a hands-on assessment including vital signs after six hours of placement shall be transferred to Natividad Medical Center for further assessment.

II. CONTINUATION OF MEDICATIONS BEGUN PRIOR TO INCARCERATION

Continuation and bridging of all medications begun prior to incarceration is essential to the health and well-being of inmates. It is the policy of CFMG to ensure that inmates will not miss any medications whether verified or unverified, ***formulary or non-formulary.***

A. The following information shall be obtained from the inmate or his/her attending physician:

1. Drug name, dosage and frequency ordered. Time the previous dose was ingested (prior to incarceration).

2. Name of physician who prescribed the medication and the last time the inmate was seen by the physician.

3. The frequency with which the medication was taken.

B. Confirmation of the information should be attempted by calling the pharmacy to confirm legitimacy of the prescription and/or:

1. Seeing the prescription or bottle of medication and verifying that the contents have not been tampered with and are as labeled.

2. Communication with the prescribing physician or his office.

C. Ordering Verified Medications for Continuation and Bridging.

1. If the RN verifies the medication with the prescribing physician or pharmacy, the RN will provide the medication after contacting the on-call provider for an order. During this consultation the on-call provider, based on clinical judgment, will schedule a date for a provider to see the patient

face-to-face within 7 days. The date of the appointment will be reflected in the written record of the order.

D. Ordering Unverified Medications or Medications that Have the Potential for Abuse.

1. If possible, find out what chronic conditions the inmate is being treated for or has been treated for in the past.

2. If inmate was on medications, inquire whether s/he remembers names or dosages.

3. Obtain random blood sugar on inmate if s/he states history of diabetes.

4. If female inmate states she is on opiates, request urine sample for pregnancy test. If inmate is pregnant, contact on-call provider for orders or send to ED for evaluation and possible emergency three-day methadone or buprenorphine prescription. FOR THE SAFETY OF THE FETUS, pregnant inmates should not be allowed to withdrawal for opioids and may need to be sent to the ED or methadone clinic or buprenorphine provider daily to avoid withdrawal.

5. By the end of the nursing shift, the RN will contact the on-call provider for orders to address critical unverified medications or medications with abuse potential and obtain orders to either continue, discontinue, or substitute with a clinically equivalent formulary alternative. During this consultation the on-call provider will set the time for a provider to see the patient within 5-7 days. The date of the appointment will be reflected in the written record of the order.

6. Submit all medication orders to emergency backup pharmacy to ensure inmate-patient will not miss any doses within 12 hours of booking.

E. Ordering Psychotropic Medications

1. The Booking RN will assess all arrestees who state they are taking psychotropic medications upon arrival at the facility.

2. The Booking RN will obtain a signed release for records and attempt to verify current prescriptions. By the end of the nursing shift, the RN will consult with the on-call psychiatrist regarding any verified or unverified medications. The on-call psychiatrist will give an order to either continue, discontinue or substitute the medication with a clinically equivalent formulary alternate. During this consultation, the on-call psychiatrist will set the time to see the inmate within 5-7 days. The date of the appointment will be reflected on the written record of the order.

3. No psychotropic medications shall be unilaterally discontinued without consultation with the facility physician or psychiatrist.

4. Psychotropic medication shall not be ordered for longer than 90 days, new psychiatric medications will not exceed 30 days, until condition is documented stable by the ordering physician. The prescribing provider will renew medications only after a clinical evaluation of the individual is performed.

5. Absent an emergency, inmates will not be administered involuntary psychotropic medications at the Monterey County Jail.

6. Psychotropic medication will not be administered for disciplinary purposes.

7. Absent an emergency or a court order for treatment, an inmate shall give his or her informed consent and refusal.

8. The on-call psychiatrist will be contacted whenever an inmate refuses his or her medications on three consecutive occasions.

III. INMATE ACCESS TO HEALTH CARE

A. Health Care Philosophy

Inmates shall have access to emergent and medically necessary non-emergent health care services as deemed appropriate by qualified health services professionals to maintain health and safety of the inmate during his/her period of incarceration. Elective procedures shall not be performed unless, in the opinion of qualified medical/dental professionals, the postponement of such procedures would adversely affect the immediate health and safety of the inmate or future course of treatment and/or prognosis of the individual. Medically necessary services which are not provided on-site shall be made available by referral to County or private medical/health services providers. Health services shall be provided by licensed health care professionals in accordance with community standards and professional ethical codes for confidential and appropriate practices.

1. CFMG personnel provide health care services for inmates and act as their advocates in health care matters. Health services shall be rendered with consideration for the patient's dignity and feelings and in a manner which encourages the patient's subsequent utilization of appropriate health services.

    a. Medical procedures and interviews shall be performed in a private clinical setting in accordance with facility security procedures.

    b. Chaperons shall be present when indicated.

    c. Verbal consent shall be obtained and implicit for all direct patient contact. Written informed consent shall be obtained for all invasive

and other procedures in accordance with established CFMG procedure and community standards of practice.

d. Inmates have a right to refuse treatment. Inmates refusing treatment will be counseled regarding any untoward effects of such refusal. Refusals shall be documented in the medical record progress note and refusal of medical treatment form completed, signed by the inmate and filed in the medical record. If the inmate refuses to sign the form, such refusal shall be noted on the form and witnessed by two staff members.

e. Refusal of essential medications and treatment (i.e., the absence of which would jeopardize the health and safety of the inmate) shall be reported to the responsible medical provider after three sequential refusals.

2. Inmates shall have access to their private physician and/or dentist at their own expense.

3. The patient/provider confidentiality practices of the community shall prevail in all inmate-patient/jail provider encounters except where state statute supersedes.

a. Patient information necessary for the protection of the health and safety of facility staff and inmates shall be communicated to the facility manager or his/her designee by the responsible physician or other designated health services staff.

b. Access to medical and psychiatric records shall be under the control of the Health Authority. Confidentiality of health records shall be maintained at all times.

4. Inmates requiring medical or ***mental health*** services beyond the scope of services provided by CFMG shall be transferred to a community provider in accordance with CFMG Policy and Procedures.

5. Inmates retain all the recognized rights of an ordinary citizen relative to informed consent and self-determination of health care. This shall include the ability to appoint a Durable Power of Attorney for Health Care, and to create a Natural Death Act Declaration addressing end-of-life care.

    a. Health services and custody staff will work cooperatively to provide access to the means necessary for the creation and recognition of properly executed advance directives. County counsel shall be consulted in the creation of advanced directives.

    b. A documented end-of-life care plan will be developed when warranted by the inmate-patient's condition. The plan will include, but not be limited to, the inmate-patient's input and consent, properly executed DNR, advanced directives and durable power-of-attorney, pain management, and provision for psychological/spiritual support.

B. Protocols and Standardized Procedures.

RNs function under standardized procedures developed in accordance with California Board of Registered Nursing requirements. All treatment is pursuant to protocol, standard procedures and/or direct MD orders by personnel licensed to carry out such functions in the State of California. Physician Assistants and Nurse Practitioners shall function under agreements specific to their scope of

practice with the supervision of the responsible physician in accordance with the Medical Board of California regulatory guidelines.

1. Standardized procedures and PA protocols are developed by PA/nursing staff, CFMG Administration, Program Manager, Director of Nursing, and the responsible physician. All orders are subject to the approval of the responsible physician.

2. When utilized, a minimum of ten percent (10%) of all protocol/standardized procedures initiated care/treatment provided by a physician assistant, nurse practitioner and registered nurse charts shall be reviewed and countersigned by the responsible physician.

3. All RN protocols/standardized procedures and PA and NP practice agreements are reviewed by the Program Manager, responsible physician and administrative staff at least annually and revised as necessary.

C. Access to Treatment.

Information regarding access to health care services shall be communicated verbally and in writing to inmates upon their arrival at the facility. Upon confirmation of pregnancy, females shall be informed of their rights to services while in custody and use of restraints prohibition. Provision shall be made to communicate this information to non-English speaking inmates.

1. Verbal explanations of the sick call procedure shall be communicated to all detainees at the time of booking by the Booking RN. Verification of the nurse's verbal explanation is documented on health screening form. Direct referral to health services staff shall be made in any case of an immediate health need upon booking or as soon as possible after the individual enters the facility.

2. Signs posted in English and Spanish describing sick call availability and procedure shall be posted in booking and in the common areas of the living units.

3. Information regarding access to medical and mental health services is provided in English and Spanish versions of the Inmate Rules booklets given to all inmates.

D. Daily Management of Health ***or Mental Health*** Care Requests.

Health ***and mental health*** complaints of inmates shall be collected, processed and documented on a daily basis. Health services staff shall triage and treat health complaints as appropriate. ***Medical complaints will be triaged to the medical provider as appropriate. Mental health care complaints will be triaged to a qualified medical health care provider as appropriate.***

1. Medical and/or mental health sick call slips are triaged daily. Urgent sick call requests are seen by the on duty medical provider, Monday through Friday. On weekends and holidays, urgent complaints/requests are communicated to the on-call medical provider by the nurse on duty. The on-call provider will treat or refer the patient as deemed medically appropriate.

2. Emergency requests are seen immediately by on-duty, on-call staff and/or transported to Natividad Medical Center.

3. All ***medical or mental health care*** sick call request slips are reviewed by licensed health services staff on a daily basis. Sick call slips will have the following notations:

a. date and time reviewed
b. signature of medical staff
c. disposition

4. Sick call slips are filed in the inmate's medical record and the sick call roster shall be kept on file in the medical record room.

5. Health care providers shall record sick call visits in the inmate's personal medical record.

E. Sick Call

1. Sick call is conducted five days per week in a designated clinical environment ensuring privacy for all inmates.

2. Inmates wishing to be seen on sick call will fill out a slip, listing name, location, date of birth, and complaint.

3. Slips are collected and triaged daily by health services staff. Sick call slips received prior to 2300 hours will be scheduled for the next sick call. If an inmate's custody status precludes attendance at clinic, such as going to court or visits, the inmate must reschedule his/her self for the next scheduled sick call. Exceptions will be assessed by physician or other medical providers.

4. Inmates housed in holding and isolation are visited by an MD or RN every Monday, Wednesday and Friday.

5. Inmates requesting sick call services may be charged a $3.00 co-pay as defined in Penal Code Section 4011.2. Inmates shall not be refused services because of inability to pay.

F. Individualized Treatment Plans

A written individualized treatment plan shall be developed by qualified health services staff for inmates requiring close medical and/or mental health supervision, including chronic and convalescent care, and includes directions to health services and other staff regarding their roles in the care and supervision of these inmates.

1. Inmates with medical and/or psychiatric conditions identified during intake screening or returning to the jail from off-site hospitalization shall be assessed by the Booking RN who will begin initial treatment planning by initiating the continuation of essential care and treatment at the time of intake; consultation with the on-call provider as necessary; and, scheduling referrals for follow up evaluation by the responsible physician mid-level provider or RN who will be responsible for further developing and documenting an individualized plan of treatment.

2. Treatment plans shall include specific medical and/or psychiatric problem, nursing interventions, housing, dietary, medication, observation and monitoring, and follow-up referral and/or evaluation as appropriate.

3. The Facility Manager or his designee shall be informed of aspects of the treatment plan which include custody staff, e.g., housing, observation, transportation, etc.

4. A treatment plan is a series of written statements which specify the particular course of treatment. A thorough plan will be included in the plan portion of S.O.A.P. progress note and problem lists will reflect current problems or conditions being followed. Monitoring the efficacy of treatment while in custody, and discharge planning are essential components of the treatment plan.

G. Chronic Care

CFMG will provide a system for managing patients with chronic health conditions through screening, identifying and monitoring these patients while incarcerated in the Monterey County Jail.

Chronic illness is any health problem/condition lasting at least six months which has the potential to, or actually does, impact an individual's functioning and long term prognosis. Such conditions may include, but are not limited to, cardiovascular disease, diabetes mellitus, gynecological disorders or diseases, chronic infectious diseases, chronic pulmonary diseases, seizure disorders and psychiatric disorders.

Chronic Care Clinic: Routinely scheduled encounters between an FNP, PA or MD and a patient with an identified chronic medical or mental condition for the purpose of treatment planning, monitoring the patient's condition and therapeutic regimen while in custody. Such encounters shall be scheduled at least every ninety days, but may occur more frequently at the discretion of the medical provider. Routinely scheduled Chronic Care Clinic monitoring shall apply to the following conditions: diabetes; cardiac disorders, hypertension, seizure disorders, communicable diseases, respiratory disorders, and psychiatric disorders. Other conditions may be included as appropriate at the discretion of the medical provider.

Inmates with chronic care conditions will be managed pursuant to chronic care protocols and standardized procedures that are consistent with national practice guidelines. National Practice Guidelines constitute recommendations regarding patient care and are not intended to preclude clinical judgment. Any national practice guidelines must be applied in the context of clinical care and with adjustments for individual preferences, comorbidities, and other patient factors.

1. Screening/Identification

a. Intake Health Screening

(1) Individuals giving a history of a chronic medical or psychiatric condition and/or are taking essential medication for the management of a chronic medical or mental condition will be identified at the time of jail intake screening by the Booking RN.

(2) The RN will:

(a) Complete an assessment, document and verify all current medications.

(3) Continue verified, current medication prescriptions that are on CFMG formulary in accordance with CFMG Medication Continuation Policy and Procedure.

(a) The nurse will contact the on-call medical provider by the end of the nursing shift to obtain an order for all medications, whether verified or unverified, formulary or non-formulary.

(b) Schedule the patient to be seen on medical provider line, within five to seven days if the inmate's condition is stable. Refer individuals for whom medications cannot be verified or whose condition is unstable to the medical provider on duty or contact the on-call medical provider for orders.

(c) ***Attempt to obtain an authorization from the inmate for a release of his/her medical records from outside providers and use the authorization to try and obtain the outside medical records.***

(4) The medical provider will complete a baseline physical examination and history, order a therapeutic regimen and schedule the patient to be seen at least every ninety days for chronic care management.

(5) ***Any patient whose chronic condition cannot be managed at MCJ will be transferred offsite for appropriate treatment and care.***

2. The medical/mental health condition and other pertinent problems will be entered on the Patient Problem List in the health record.

a. 14-Day Health Inventory & Communicable Disease Screening

(1) Chronic problems identified during the 14-day health inventory and communicable disease screening that have not previously been identified will ***be*** referred to the next medical or psychiatric provider line for evaluation and follow up.

(2) The medical or psychiatric provider will complete a baseline history and physical or psychiatric examination; order a therapeutic regimen, as appropriate; and, schedule the patient to be seen for chronic care clinic at least every ninety

days for the length of the jail stay. Patients on psychiatric medications will be seen by the psychiatrist every thirty days until determined stable and then at least every ***60 to 90*** days.

(3) The medical / mental condition will be entered on the Patient Problem List in the health record and in the IMS computer system.

b. Sick Call.

(1) Chronic medical/mental health conditions identified during the routine sick call process shall be evaluated; baseline history and physical examination completed; a therapeutic regimen ordered as appropriate and, scheduled to be seen at least every ninety days for the length of jail stay. Patient's on psychiatric medications will be seen by the psychiatrist every thirty days until determined stable and then at least every ***sixty***/ninety days. ***More frequent evaluations by a psychiatrist will be scheduled if necessitated by the patient's condition***.

3. Monitoring.

a. Patients with identified chronic medical/mental health conditions shall be scheduled for Chronic Care Clinic and seen by the physician or the psychiatrist at least every ninety days if condition is stable or more frequently if condition is unstable while in custody.

b. The medical/psychiatric provider conducting the chronic care clinic will assess at minimum:

(1) History:

(a) Current medications
(b) Complaints/problems
(c) Compliance with therapeutic regimen

(2) Examination:

(a) Vital signs and weight recorded each visit (medical conditions; patients on psychotropic medications with metabolic side effects).

(b) Systems examination in accordance with the nature of the chronic condition.

(3) Assessment:

(a) Diagnosis, degree of control, compliance with treatment plan and clinical status in comparison to prior visit.

(4) Plan:

(a) Periodic laboratory and diagnostic tests as indicated by medical and professional practice standards.

(b) Strategies to improve outcomes if the degree of control is fair or poor or the clinical status has worsened.

(c) The plan also includes:

i) Medications.

ii) Vital signs and other condition specific key indicator monitoring (e.g., blood glucose monitoring in diabetes; peak flow monitoring in chronic pulmonary conditions, serum drug levels, etc.), as clinically indicated.

iii) Health care education (e.g., nutrition, exercise and lifestyle changes; medication management).

iv) Referral to MD or specialist, as clinically indicated.

v) Interval to next visit.

vi) Discharge planning in preparation for release or transfer from the facility.

4. Documentation:

a. Chronic care clinic interactions will be documented in the health record in a SOAP format progress note or on approved, standardized, condition specific Chronic Care Clinic forms.

b. Chronic medical/mental conditions and other pertinent problems will be recorded on the Patient Problem List.

5. Health Inventory & Communicable Disease Screening.

A complete gender specific health history inventory and communicable disease screening shall be completed on all inmates within 14 days of arrival at the facility by a Registered Nurse who has completed appropriate training that is approved or provided by the responsible

physician. A copy of the Health Inventory & Communicable Disease Screening Form is attached as Exhibit E. Communicable disease screening shall include at a minimum, screening for diseases in accordance with the findings of the health inventory and prevalence data for the local community. The extent of communicable disease screening shall be determined by the responsible physician in collaboration with local public health officials. Individuals returning to custody within 3 months of the prior incarceration shall have vital signs and communicable disease screening repeated; the remaining history will not be repeated unless the individual indicates a change in historical information since the prior documented history.

6. Inmates will complete a gender specific self-health history form which has been approved by the health authority. The health history form will include, at a minimum:

- prior illnesses
- operations
- injuries
- medications
- allergies
- systems review
- relevant family history, e.g., heart disease, cancer, substance abuse, etc.
- substance abuse
- risk factors for sexually transmitted disease
- history of sexual abuse and/or abusiveness

7. The completed history form and the intake health screening will be reviewed with the inmate by a qualified health professional, i.e., licensed vocational nurse, registered nurse, mid-level provider, or

physician. The date and outcome of the review and signature of the reviewer shall be documented on the approved form.

8. Temperature, pulse, respirations, blood pressure, height and weight will be recorded on the approved form.

9. The STD Supplemental form will be completed. Positive responses will be referred to the medical provider.

10. Positive findings shall be recorded onto a problem list. A follow-up plan of action shall be developed and documented in the health record by a qualified health professional (i.e., physician, mid-level provider or registered nurse in accordance with approved standardized procedures).

11. All positive health inventory findings and plans of action shall be reviewed by the responsible physician.

12. Positive findings and conditions requiring further evaluation and/or treatment shall be referred to the appropriate provider, i.e., medical, mental health and dental, next scheduled sick call. Urgent conditions will be referred immediately to on-site or on-call provider resources.

13. Individuals returning to custody within 3 months of prior incarceration: vital signs and communicable disease screening will be repeated at each jail admission; inmate will be queried regarding any changes in health status since last documented health inventory. All assessment data will be documented, dated, timed, and signed by the health services staff completing the assessment.

14. Inmates refusing the Health Inventory & Communicable Disease Screening will be counseled by medical staff as to the confidentiality and medical importance. If an inmate still refuses, a refusal form will be

signed by the inmate and medical staff. Document in the inmate's medical chart that he/she was counseled and contact a provider for orders.

H. Mental Health Screening and Evaluation.

1. Within 14 days of admission to the Monterey County Jail all inmates will have an initial mental health screening performed by a qualified mental health professional on the mental health staff.

2. The initial mental health screening will consist of a structured interview including inquiries into the following:

   a. A history of psychiatric hospitalizations and outpatient treatments, substance use hospitalization, detoxification and outpatient treatment, suicidal behavior, violent behavior; victimization, special education placement; cerebral trauma or seizures and sex offenses.

   b. The current status of psychotropic medications, suicidal ideations, drug or alcohol use and orientation to person, place and time.

   c. Emotional response to incarceration.

   d. A screening of intellectual function (i.e., mental retardation, developmental disability and learning disabilities).

3. Inmates who score positive for mental health problems will be referred to a qualified mental health provider for further evaluation.

4. Inmates who require acute mental health services beyond those available on site are transferred to an appropriate facility.

I. Health Care Maintenance.

A complete physical examination for the purpose of health maintenance will be completed by health services staff within six months of the date of incarceration. The components of the physical examination shall be determined by the responsible physician and will include a review of body systems; breast exam for all females; a rectal exam and PSA for males 50 years of age or older.

1. A computer generated list of inmates requiring a physical examination (those who have been in custody 170 days) will be utilized to schedule physical exams Monday through Friday (holidays excluded).

2. The exam will be completed by the responsible physician, physician assistant or nurse practitioner.

3. The physical examination shall include:

   a. Review of the health inventory and communicable disease screening;

   b. Vital signs, height and weight;

   c. A full body system review and assessment consistent with community standards and guidelines.

   d. A documented assessment of the individual's health status based on the physical findings;

   e. A plan for follow up, treatment and referral as indicated; and,

   f. Review and countersignature by the responsible physician.

4. All examination findings will be recorded on an approved CFMG physical examination form and filed in the inmate's medical record.

J. Continuity of Care

Patients will receive continuity of care from admission to discharge while in this facility, including referral to community care when indicated.

1. If possible, health providers will obtain information regarding previous care when undertaking the care of a new patient.

2. When the care of the patient is transferred, appropriate health information is shared with the new providers in accord with consent requirements.

3. A Transfer of Medical Information form will be completed and accompany inmates being transferred to another detention/corrections system who have been receiving medical and/or mental health treatment while detained within the Monterey County Jail system.

4. A prescription for a 30-day supply of medications taken while in jail may be given to inmates upon discharge by order of the responsible physician.

5. Referral to public health and/or community clinics for follow-up care and treatment will be made as appropriate to need and availability for inmates who are released prior to resolution of a continuing medical/mental health condition.

6. Inmates released to the community will be provided with written instructions for the continuity of essential *care,* including, but

not limited *to,* name and contact information of community providers for follow up appointments, prescriptions and/or adequate supply of medication for psychiatric patients.

K. Outside Appointments.

Inmates will have access to outside health care providers in one of two ways:

1. The medical staff (M.D. N.P. or P.A.) determines that a medical consultation is indicated for which the cost for service will be the responsibility of CFMG.

2. When an inmate requests to see a private health care provider which is not determined necessary by the in-house medical staff. In this case, the inmate will assume responsibility for all costs incurred. All requests to see off-site providers must be approved by the physician and by custodial staff for security reasons.

   a. The Program Manager or his/her designee will:

      (1) Establish contact with outside provider to schedule appointments
      (2) Arrange transportation services
      (3) Complete medical referral forms only for inmates that they determine need outside medical consultation

   b. The Inmate:

      (1) If inmate assumes responsibility for cost, must contact outside provider to arrange payment for services. Once arrangements are made, the medical records coordinator will schedule

appointments and transportation services. CFMG medical referral forms are not completed for this type of appointment.

L. CFMG Medical Referral Form.

The CFMG Referral Form is utilized at all times when the medical staff refers an inmate off-site for medical information to the outside provider as well as authorize payment. A copy of the CFMG Referral Form is attached as Exhibit F.

1. The M.D. N.P. or P.A. may refer an inmate to an outside provider for medical care which cannot be provided on-site. When this occurs, the medical staff will complete the medical referral form, and give it to the medical record clerk, who will then arrange the appointment.

2. In an emergency, when an ambulance is called, medical staff will complete two medical referral forms, one for the hospital and one for the ambulance company.

3. Medical staff should not complete the medical referral form for:

   a. Inmates who are refused at time of booking (CFMG is not financially responsible for these inmates).
   b. Inmates going off-site to see their private physicians at their expense.

4. All sections of the referral form should be completed except the section, "Recommendations to the Referring Agency." The Medical Insurance Section should be completed and all pertinent information noted.

5. A copy is retained in the inmate's medical chart. Two copies are given to transportation to pass on to the outside provider. One of those copies is then returned with recommendations for follow-up.

IV. INMATE ACCESS TO MENTAL HEALTH SERVICES

Outpatient mental health services to include screening, evaluation, diagnosis, treatment and referral services shall be available to all inmates in the Monterey County Jail. All mental health outpatient services will be provided by qualified mental health providers. Inmates requiring services beyond the on-site capability at the Monterey County Jail shall be referred to appropriate off-site providers.

A. All new inmates shall be observed and queried for signs/presence and history of mental illness, including suicidal behavior/ideations, and use of medication for psychiatric treatment as part of the intake health screening completed by the Booking Registered Nurse. Verification of medications and request of treatment records will be initiated for inmates indicating current or recent treatment including medications, hospitalization, emergency department visits and/or outpatient services. Any inmate exhibiting or testifying to presence or history of mental illness is referred to mental health services staff for further evaluation.

B. Mental Health Screening and Evaluation.

1. Within 14 days of admission to the Monterey County Jail all inmates will have an initial mental health screening performed by a qualified mental health professional on the mental health staff.

2. The initial mental health screening will consist of a structured interview including inquiries into the following:

a. A history of psychiatric hospitalizations and outpatient treatments, substance use hospitalization, detoxification and outpatient treatment, suicidal behavior, violent behavior; victimization, special education placement; cerebral trauma or seizures and sex offenses.

b. The current status of psychotropic medications, suicidal ideations, drug or alcohol use and orientation to person, place and time.

c. Emotional response to incarceration.

d. A screening of intellectual function (i.e., mental retardation, developmental disability and learning disabilities).

3. Inmates who score positive for mental health problems will be referred to a qualified mental health provider for further evaluation.

4. Inmates who require acute mental health services beyond those available on site are transferred to an appropriate facility.

C. The on-site mental health team is comprised of the psychiatrist, psychologist, Marriage and Family Therapist, Licensed Clinical Social Worker and Psychiatric Registered Nurse. A licensed psychiatrist and psychologist are available on-site and on-call to health services staff at the jail for consultation, referral and treatment.

D. Mental Health services provided on-site will include crisis evaluation, socialization programs, group therapy, medication management, psychiatric evaluations and individual therapy.

E. Inmates requiring special in-jail housing and/or observation for psychiatric reasons will be housed in single cells and/or the Outpatient Housing Unit pursuant to consultation with the Facility Manager or Watch Commander and the responsible on-duty medical/mental health staff.

F. Individual treatment plans shall be developed by the responsible mental health provider and the Program Manager or designee to meet the outpatient treatment needs of the inmate during his/her period of incarceration including the opportunity for social interaction and participation in community activities. If the inmate is unable to participate, the reason will be documented by the responsible mental health professional.

G. Crisis intervention and management of acute psychiatric episodes shall be handled initially by on-duty medical and/or mental health team staff with referral to the psychologist and/or psychiatrist on a 24 hour per day basis.

H. A suicide risk assessment, including use of the Suicide Risk Assessment Tool, a copy of which is attached as Exhibit G, will be performed by a qualified mental health provider when the booking R.N. identifies suicidality during the Initial Health Screening; ***within four hours*** after placement in a safety cell; ***before release from a safety cell***; or after placement in Administrative Segregation. ***Any qualified mental health provider who performs a suicide risk assessment will be trained in the use and interpretation of the Suicide Risk Assessment Tool.***

I. Inmates with a serious mental illness who are housed in Administrative Segregation will be scheduled for a weekly appointment with a qualified mental health provider. Nursing staff shall conduct mental health rounds in Administrative Segregation ***daily***, separate and apart from medication distribution.

J. Inmates requiring psychiatric care beyond the on-site capability will be transferred to an appropriate off-site facility as deemed necessary by responsible jail psychiatric staff. The shift supervisor or his/her designee will be contacted to process the documents required for transfer.

K. A prescription for a 30-day supply of medications taken while in jail may be given to inmates upon discharge by order of the responsible physician.

L. Referral to public health and/or community clinics for follow-up care and treatment will be made as appropriate to need and availability to inmates who are released prior to resolution of a continuing mental health condition.

M. Inmates released to the community will be provided with written instructions for the continuity of essential care, including, but not limited to, name and contact information for community providers for follow-up appointments, prescriptions, and/or adequate supply of medication for psychiatric patients.

N. Tele-Psychiatry Program

1. All inmates within the Monterey County Jail have access to the tele-psychiatry program.

2. Referrals to the tele-psych program can be made by the following:

   a. MD
   b. Registered Nurse
   c. Program Manager
   d. Mental Health Provider (LCSW, MFT, Psych RN)

3. Tele-Psych Clinic Procedure

   a. Inmates being referred to the clinic will be placed on the sick call list.

   b. The mental health worker will set up the clinic for the scheduled day. The tele-psych referral form will be completed and sent to the psychiatrist for each individual patient being seen.

   c. All the information on each patient will be faxed to the psychiatrist at least 1 hour before the start of the clinic. All pertinent

information, i.e., pertinent history, lab results, progress notes from mental health provider, medication compliance, etc., will be included.

d. Once the clinic begins the mental health worker will facilitate the process:

(1) Provide privacy for the patient by closing the room door, whenever possible. There may be times when the door cannot be closed for security/safety reasons. If this occurs, the mental health worker will make sure there are no inmates and/or non-essential staff seated outside the room or within hearing distance of the room. The medical assistant will work with the facility staff to do everything possible to ensure privacy for the patients. If at any time the patient requests to speak to the doctor privately, the medical assistant will advise the appropriate detention staff and leave room.

(2) Assist the psychiatrist with information needed from the medical record and will write the doctor's orders in the chart. The psychiatrist's orders will then be faxed to the doctor at the corporate office for signature, and will be returned to the county to be put into the patient record.

(3) Assist the inmate by explaining the process and providing support during the procedure.

(4) Medication

(a) Informed consent for medication

i) The psychiatrist will verbally provide the inmate with the rationale for the use of the specific medication,

the benefits, and potential side effects; the potential risks of refusing to take the medication; and document this information and the patient's level of understanding in the medical record.

ii) The medical assistant will complete the consent form, obtain the patient's signature and fax the consent form to the psychiatrist for signature. The completed, signed form will be faxed back to the county and filed in the inmate's medical record.

(b) Medication monitoring

i) ***Patients*** on ***psychiatric*** medications will be ***seen by a psychiatrist every thirty days until determined stable and*** then every 60 to 90 days. More frequent ***evaluations by a psychiatrist*** will be scheduled as ***necessitated*** by the patient's condition.

(5) Onsite monitoring / follow up of patient status

(a) The onsite mental health provider will routinely monitor patient status and report significant changes to the psychiatrist between scheduled tele-psychiatry clinics.

(b) Urgent or emergent patient conditions will be referred to local community providers through consultation with the onsite medical director.

(6) Documentation

(a) The tele-psychiatrist will document all patient progress notes and transmit them electronically to the facility for inclusion in the patient's medical record within 24 hours of the clinic visit.

O. ***Medical and mental health staff shall be consulted before any planned use of force on an inmate.***

P. ***Mental illness will be considered in administering any disciplinary measures against an inmate. Custody staff shall contact the appropriate qualified mental health care staff when evaluating the level of discipline for an inmate with mental illness.***

Q. ***Physical restraint devices shall only be utilized on inmates who display bizarre behavior which results in the destruction of property or reveals an intent to cause physical harm to others. Physical restraints should only be used when it appears less restrictive alternatives would be ineffective in controlling the disordered behavior.***

Any inmate placed in a restraint chair will be seen and evaluated by a medical provider no later than one hour from the time of placement. The medical evaluation may be performed by trained nursing staff, physician assistant, nurse practitioner or physician. If the medical provider believes the inmate is experiencing a mental health crises the medical provider will promptly contact a qualified mental health provider who will see and evaluate the inmate within one hour of being contacted by the medical provider.

V. TREATMENT OF ALCOHOL WITHDRAWAL

A. Policy

Individuals booked into the Monterey County Jail who are intoxicated, a threat to their own safety or the safety of others are placed in the protective environment of the sobering cell will be under close observation by custody and health services staff. Detoxification from alcohol, when performed in this facility, will be done under medical supervision in accordance with direct orders from the responsible medical provider using approved protocols/standardized procedures.

B. Circumstances under which the RN may perform the function:

1. Setting - CFMG Monterey County Correctional Facilities.

2. Supervision - ***Direct supervision required prior to starting any prescription medication.***

3. Patient conditions - Registered nurses may routinely assess and care for patients' in a state of alcohol intoxication and/or withdrawal following procedures approved by the responsible physician.

4. ***Access to the on-site or on-call medical provider for consultation. Medical Provider consultation is required prior to initiation of prescription medication.***

C. Protocol

1. Definition:

a. Intoxication - behavior and physical abnormalities that are manifested when the amount of substance exceeds the person's tolerance.

b. Withdrawal - signs and symptoms that appear when a substance known to cause physiological dependency is stopped.

c. CIWA(Ar) (Clinical Institute Withdrawal Assessment, revised) is a common measure used in to assess and treat Alcohol Withdrawal Syndrome.

d. Alcohol abuse - use of alcoholic beverages to excess, either on individual occasions ("binge drinking") or as a regular practice.

e. Alcohol dependence also known as alcoholism is a chronic, progressive, and potentially fatal disease. The characteristics include:

(1) Drinking excessive amounts frequently.

(2) Inability to curb drinking despite medical, psychological, legal or social complications.

(3) Increased tolerance to alcohol.

(4) Occurrence of withdrawal symptoms when the person stops drinking.

f. Tolerance - a state in which increased amount of psychoactive substance is needed to produce a desired effect.

g. Alcohol Withdrawal Syndrome (AWS) -a defined clinical syndrome of autonomic hyper-excitability that develops on cessation of prolonged alcohol consumption because neuroreceptors previously inhibited and up-regulated by alcohol are no longer inhibited resulting in the clinical manifestations of AWS.

(1) Eighty-five percent of people have only very minor symptoms or none at all.

(2) Fifteen percent develop major symptoms.

(3) One percent of those will develop significant morbidity and/or death.

(a) Alcohol withdrawal follows a bimodal pattern of clinical evolution with minor symptoms generally occurring in the first 48 hours and major symptoms occurring thereafter.

(b) Minor symptoms:

i) Anxiety and agitation
ii) Tremors
iii) Nausea and vomiting
iv) Headache
v) Insomnia
vi) Tachycardia
vii) Elevated blood pressure
viii) Flushed face
ix) Diaphoresis

(c) Major Symptoms

i) Seizures
ii) Delirium
iii) Arrhythmias

(d) Treatment Goals

i) Reduce the generalized hyper-excitability and make patients more comfortable
ii) Prevent the development of major symptoms
iii) Reduce the overall morbidity and mortality

(e) Treatment

i) Benzodiazepines
ii) Beta blockers
iii) Clonidine (Catapres)
iv) Adjunct medication such as Gabapentin, Tegretol, atypical antipsychotics
v) Nutrition, fluids, multi-vitamins, thiamine
vi) Treat underlying medical problems

D. Data Base

1. Subjective:

a. Obtain consumption history: amount, kind, frequency, and date/time of last consumption.

b. Obtain withdrawal history: seizures*, delirium tremens*, arrhythmias*, other complications.

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*High risk factors.

c. Obtain past medical history:

(1) Particularly heart disease* and/or pulmonary disease*
(2) Recent trauma, particularly head trauma*
(3) Determine if other drugs or prescriptions taken, date/time last taken.
(4) Females: determine if pregnant.
(5) Allergy history

2. Objective:

a. Initial assessment includes vital signs and somatic symptoms: Pulse, blood pressure, respiration, diaphoresis, tremor, nausea and vomiting; and, headache. Look for signs of head trauma, i.e., abrasions, lacerations, bruising, raccoon eyes, blood from ears and/or nose;

(1) Initial assessment also includes behavioral symptoms: Agitation, contact, hallucinations, and anxiety

(2) Patient appears under the influence of alcohol such as smells of alcohol, has withdrawal symptoms*, or has a measurable blood alcohol content in the presence of active signs/symptoms of withdrawal*

(3) Tachycardia greater than 120*

(4) Alcohol Withdrawal Scale (AWS) score of eight or greater on initial evaluation*

(5) Access previous jail medical records for history of in custody AWS protocol treatment*.

E. Assessment

1. Altered nutrition: less than body requirements related to poor dietary habits.

2. Altered thought processes related to potential delirium tremors.

3. Anxiety related to withdrawal.

4. High risk for fluid volume deficit related to (specify: excessive diaphoresis, agitation, decreased fluid intake)

5. High risk for violence related to substance withdrawal.

6. Sensory/Perceptual Alterations; visual, auditory, kinesthetic, tactile, olfactory related to neurochemical imbalance in brain.

F. Plan

1. Level 0 - Alcohol Withdrawal Scale (CIWA-Ar) 8 or less & NO Identified Risk Factors.

   a. A CIWA-Ar monitoring every 4 hours x 72 hours; if scores less than 8 for 72 hours, discontinue monitoring.

   b. House per custody classification

      (1) Encourage fluids

2. Level I - Alcohol Withdrawal Scale (CIWA revised) 8 or less with one or more identified risk factors (i.e., measurable blood alcohol level in the presence of active signs/symptoms of withdrawal; tachycardia above 120; history of withdrawal seizures, DT's, arrhythmias, or other complications; past medical history of heart disease, pulmonary disease

and/or head trauma).

a. Valium (Diazepam) 10 mg PO with initial CIWA-Ar assessment; then, every 6 hours x 72 hours, then, if stable every 8 hours; then discontinue if stable.

b. CIWA-Ar monitoring every 6 hours x 72 hours; then, if stable every 8 hours x 24 hours; then, if stable, discontinue the monitoring and Diazepam.

c. Push fluids, 1 quart (32 ounces) every 6 hours.

d. Clonidine (Catapres 0.1 mg PO tid x 5days (hold if systolic less than 95).

e. Multivitamins one daily PO x 5 days.

f. Thiamine (Vitamin B1) 100 mg PO every day x 5 days.

g. Folic acid 1 mg PO every day x 5 days

h. Ondansetron Hydrochloride (Zofran) ODT 4 mg PO bid PRN nausea/vomiting x 5 days.

i. Acetaminophen 500 mg. PO every 6 hours PRN for headache x 5 days.

j. Notify medical provider if CIWA-Ar score worsens or shows no improvement in ***one hour*** of protocol medication administration.

EXHIBIT C

k. Notify medical provider if inmate refuses medications and/or CIWA-Ar monitoring.

l. Consult with medical provider daily until score < 5.

m. If released prior to completion of the protocol, give written discharge instructions.

3. Level II - Alcohol Withdrawal Scale (CIWA-Ar) score 9-14 ***with or without risk factors as noted above***.

a. Diazepam (Valium) 10 mg PO with initial assessment; then, every 2 hours until CIWA-Ar score less than 10; then, Diazepam 10 mg. PO every 6 hours to complete x five full days of protocol.

b. ***CIWA-Ar*** score assessment every 2 hours until score less than 10; then, if stable, every 6 hours to complete full five days of protocol.

c. Notify medical provider if CIWA-Ar score is 15 or greater; worsens; or shows no improvement in one hour following initiation of medications for consideration of hospital transfer.

d. PRN medication response assessment: CIWA-Ar 30-60 minutes after medication administration.

e. A Clonidine (Catapres 0.1 mg PO tid x 5days (hold if systolic less than 95).

f. Gabapentin 400mg PO qid x 5 days (for a full 5 days).

g. Continue all other medications as for Level 1.

h. House in OPHU, Medical Observation Status. If no OPHU beds available, contact medical provider for consideration of transfer to Natividad Medical Center.

i. Next medical provider sick call.

j. If CIWA-Ar score is less than 8 x 24 hours may move to custody housing; and continue Level I protocol to complete 5 full days.

k. Must be assessed prior to release for possible transport to hospital if not stable, or in need of additional medical intervention.

4. Level III - Alcohol Withdrawal Scale (CIWA-Ar) score ***15 or greater with or without risk factors as noted above***.

a. Diazepam (Valium) 20 mg PO, continue Diazepam dosing based on CIWA-Ar score every 1 hour; when CIWA-Ar score less than 15: give Diazepam 10 mg. PO every 6 hours to complete five full days of protocol.

b. Continue all medications; as for Level II.

c. CIWA- Ar assessment/ vital signs: every hour until score less than 15; then, if stable, 4 hrs x 72 hrs; then, if stable, every 6 hours to complete full five days of protocol.

d. House in OPHU, Medical Observation Status. If no OPHU beds available, contact medical provider for consideration of transfer to Natividad Medical Center.

e. Next medical provider sick call; and daily.

f. Notify medical provider if CIWA-Ar score shows no improvement within one hour following initiation of medications for consideration of hospital transfer. ***Immediately contact on-call provider for any patient at any AWS level who complains of respiratory distress and/or chest pain. Immediately*** send patient to the emergency department for any ***patient failing to improve after one hour from valium dosing on any AWS level or for active seizing.***

g. If CIWA-Ar score less than 8 x 24 hours move to custody housing

h. Must be assessed by medical prior to release for possible transport to hospital if remains at a protocol level II or III, or is not stable.

VI. TREATMENT OF DRUG WITHDRAWAL

A. Policy:

This procedure is to facilitate and guide in the evaluation and treatment of drug withdrawal. Medical response will be initiated within one hour of the identification of drug withdrawal treatment need at any time during the inmate's incarceration. Drug withdrawal is characterized by physiologic changes that occur when the addicting drug is discontinued.

B. Circumstances under which the RN may perform the Function:

1. Setting - Monterey County Correctional Facilities

2. Supervision - ***Direct supervision required for initiation of prescription medications.***

3. Patient conditions - Registered nurses may routinely evaluate and care for patients' health complaints following procedures approved by the responsible physician.

4. ***Access to the on-site or on-call medical provider for consultation. Medical Provider consultation is required prior to initiation of prescription medication.***

C. Data Base

1. Opioids (opiates, heroin, methadone, buprenorphine):

Withdrawal from opioids can generally be managed safely in a jail setting, however, there are certain criteria for when hospitalization is the preferred setting for managing withdrawal (see below).

a. Subjective:

(1) Patient relates history of opioid use or addiction.

(2) Patient relates one or more of the following complaints:

(a) Craving and demanding of addicting drugs
(b) Lacrimation - tearing of the eyes
(c) Restless sleep, insomnia
(d) Gooseflesh - pilomotor erection
(e) Hot and cold flashes
(f) Generalized aches and pains
(g) Nausea and vomiting, abdominal cramping
(h) Diarrhea
(i) Methadone may be asymptomatic 48-72 hours after last dose

b. Objective

(1) Yawning
(2) Diaphoresis
(3) Rhinorrhea-watery discharge from the nose
(4) Lacrimation - tearing of the eyes
(5) Fever
(6) Increased rate and depth of respirations
(7) Tachycardia
(8) Vomiting
(9) Agitation, anxiety
(10) Piloerection
(11) Dilated pupils

(12) Access previous jail medical records for history of in custody drug protocol treatment.

2. Benzodiazepines: (Klonopin, Alprazolam (Xanax), Chlordiazepoxide (Librium), Diazepam (Valium), Lorazepam (Ativan) and BARBITURATES: (Phenobarbital, Secobarbital Sodium (Seconal), and Pentobarbital (Nembutal)). Withdrawal from these sedatives can generally be managed safely in a jail setting; however there are certain conditions when hospitalization is the preferred setting for managing withdrawal that determination will be made by the medical provider.

a. Subjective:

(1) Patient relates history of benzodiazepine (barbiturate) use

(a) Name of medication.

(b) Amount, route, frequency, duration of use and last use.

(c) Other substance and/or prescription drug use/abuse (name/type, frequency and dose/amount),

(d) In the past year has patient used opioids, cocaine, amphetamines, heroin, pain pills, or marijuana. If yes, last use. If used within last week determine amount and frequency of use. Is daily drinker of alcohol, determine amount and if there is a history of withdrawal.

(2) Withdrawal symptoms per Benzodiazepine Withdrawal Symptom Questionnaire (2) (refer to questionnaire below).

(3) Additional symptoms:

(a) Itching or peculiar feeling in the skin (e.g., hot patches, tingling, wet legs)
(b) Buzzing in the ears (tinnitus)
(c) Blurred vision
(d) Flu-like symptoms (runny nose, sore throat)
(e) Anxiety/irritability
(f) Dizziness
(g) Breathlessness
(h) Vomiting, retching
(i) Relates current history of possible psychotic behavior; suicidal or homicidal thoughts: report to on-call medical provider during consultation.

(j) Relates history of current medical conditions for which receiving treatment (e.g., cardiac, pulmonary, seizure disorders): include in consultation with on- call provider.

(k) Relates history of alcohol and/or sedative withdrawal; loss of consciousness, delirium, loss of bowel and/or bladder control, etc.); ever hospitalized and/or treated for alcohol or sedative withdrawal while hospitalized for another problem: include in consultation with on-call provider.

b. Objective:

(1) Physical Assessment
(2) Vital signs: elevated heart rate, blood pressure, respiratory rate, and temperature
(3) General: sweating, retching, increased motor activity.

(4) Neuro-motor: not fully oriented, unable to track/follow commands, tremor, myoclonic jerks
(5) Other: signs of chronic or acute illness
(6) Access previous jail medical records for history of in custody drug protocol treatment.

3. Cocaine/Methamphetamine/Designer Drugs:(LSD, PCP, Ecstasy):

a. Subjective:

(1) Patient relates history of cocaine, methamphetamine, or designer drug use.

(2) Patient relates one or more of the following complaints:

(a) Drug craving
(b) Paranoia
(c) Desire to sleep a lot and/or insomnia
(d) Loss of energy
(e) Depression
(f) Apathy
(g) Suicidal ideation
(h) Nausea
(i) Palpitations
(j) Increased appetite
(k) Feeling cold

b. Objective:

(1) Anxiety, agitation or lethargy
(2) Tremulousness
(3) Tachycardia
(4) Hypertension
(5) Hyperventilation
(6) Diaphoresis
(7) Dilated pupils
(8) Psychosis
(9) Seizures may be caused by severe toxicity
(10) Unresponsive/coma
(11) Access previous jail medical records for history of in custody drug protocol treatment.

4. Assessment:

a. Altered Nutrition: less than body requirements related to poor eating habits
b. High risk for injury related to hallucinations, drug effects
c. High risk for violence related to poor impulse control
d. Ineffective individual coping related to situational crisis, withdrawal
e. Sensory/perceptual alterations as evidenced by symptoms related to substance intoxication
f. Sleep pattern disturbance related to effects of drugs or medications

5. Plan:

a. Opioid (Opiates, Heroin, Methadone, Buprenorphine) Withdrawal Treatment:

While opioid withdrawal is generally considered safe, dehydration and electrolyte imbalance from prolonged vomiting can lead to serious health consequences including death. Additionally, the

cardiovascular stress of opioid and other drug withdrawal can lead to serious health complications including myocardial infarction and cardiac arrest especially in patients with underlying chronic medical conditions such as heart disease and diabetes.

(1) If patient is pregnant or lactating consult with on-call medical provider and DO NOT USE THIS PROTOCOL as patient may need to continue or be started on methadone or buprenorphine.

(2) If patient is withdrawing from or has the potential to withdrawal from Opiates and Alcohol: include this information to medical provider when obtaining orders to initiate protocol; also, see section d. Multiple Substance Withdrawal in this protocol.

(3) The Clinical Opiate Withdrawal Scale (COWS) will be used to assess all inmates stating a history of opiate use and/or withdrawal, ***as well as vital signs and assessment for dehydration.***

(4) Withdrawal from longer acting opioids like methadone or buprenorphine generally begin later and last longer duration than heroin withdrawal, especially when on larger doses, i.e., ***methadone at greater than 50 mg/day; buprenorphine at greater than 16 mg/day. For patients that admit to or are known to be using methadone or buprenorphine, COWS assessment monitoring and vital signs will continue for a full 10 days, or until discontinued by the provider. Monitoring and treatment will follow the levels described below.***

(5) Consider drug-to-drug interactions and drug contraindications

when ordering medications. Consult with medical provider prior to initial of prescription medications.

(6) Baseline labs at the discretion of the medical provider.

(7) Mild Withdrawal/Level 1 - COWS score 5-12; HIGH-RISK inmates (those having co-morbidities such as CAD, DM, COPD and/or inmates ≥50 years of age) should be started at LEVEL 2:

(a) Tylenol #3, 2 tabs PO bid x 3 days
(b) Gabapentin 400mg PO qid x 3 days
(c) Ondansetron (Zofran) ODT 4mg PO tid x 3 days PRN
(d) Clonidine (Catapres) 0.1 mg PO bid x 3 days (Hold Clonidine if BP below 80/60)
(e) Multi vitamins one PO every day x 3 days
(f) Loperamide (Imodium) 2 mg PO tid x 3 days PRN.
(g) Push fluids
(h) COWS assessment and vital signs bid x 3 days
(i) Sick Call in 72 hours for re-evaluation
(j) Notify medical provider if inmate refuses medications and/or COWS monitoring.

(8) Moderate Withdrawal/Level 2 - COWS Score 13-24 or ALL high risk (see above) inmates with score <24

(a) Tylenol #3 2 tabs PO bid x 3 days
(b) Gabapentin 400mg PO tid x 3 days
(c) Ondansetron (Zofran) ODT 4 mg PO tid x 3 days PRN
(d) Clonidine (Catapres) 0.1 mg PO tid x 3 days (Hold Clonidine if BP below 80/60).
(e) Multivitamins one PO every day x 3 days.
(f) Loperamide (Imodium) 2 mg PO tid x 3 days PRN.
(g) Push fluids.

(h) COWS assessment and vital signs tid until score <13.
(i) Medical Provider Sick Call in 24 hours for re-evaluation or contact on call provider.
(j) Notify medical provider if inmate refuses medications and/or COWS monitoring.

(9) Moderately Severe Withdrawal/Level 3 - COWS Score 25 - 36:

(a) Tylenol #3 2 tabs PO tid x 3 days, then bid x 3 days.
(b) Gabapentin 400 mg PO qid x 6 days.
(c) Ondansetron (Zofran) ODT 4 mg PO tid x 3 days PRN.
(d) Clonidine (Catapres) 0.1 mg PO tid x 6 days. (Hold Clonidine if BP below 80/60).
(e) Multivitamins one PO every day x 3 days.
(f) Loperamide (Imodium) 2 mg PO tid x 3 days PRN.
(g) Push fluids.
(h) COWS assessment and vital signs q 6 hours x 2 days or until score <25, then tid until score <13.
(i) Notify medical provider if inmate refuses medications and/or COWS monitoring.
(j) Medical Provider Sick Call daily for re-evaluation or contact on-call daily until score <25.
(k) Scores greater than 30 that do not improve with medication after one hour consult with medical provider and order ambulance for transport to emergency department.

b. Benzodiazepine and Barbiturate Withdrawal (BWS) Treatment:

(1) Conduct initial assessment which includes current symptoms and physical findings including full vital signs.

(2) Consult on-call medical provider with assessment findings for consideration of starting withdrawal protocol and baseline labs. Provider may elect to monitor only or, for high risk patients, may elect to start a diazepam (Valium) withdrawal taper.

(3) Benzodiazepine Taper:

(a) Days 1, 2 and 3: Diazepam 10 mg tid PO (total of 30mg/day)
(b) Days 4, 5 and 6: Diazepam 5 mg qid PO (total of 20 mg/day)
(c) Days 7,8 and 9: Diazepam 5 mg tid PO (total of 15 mg/day)
(d) Days 10, 11 and 12: Diazepam 5 mg, bid PO (total of 10 mg/day)
(e) Days 13, 14 and 15: Diazepam 5 mg day PO.

(4) Monitoring of vital signs during the withdrawal period begins with TID monitoring for the first three days and decreases to BID for an initial seven days. If patient is high risk for withdrawal complications as noted above* and diazepam (Valium) was ordered by the provider, continue the BID monitoring for nine days, then daily x 3.

(5) Attempt to confirm benzodiazepine use through pharmacy verification/outside provider office verification and/or urine toxicology, if available at your site.

(6) All inmates placed on benzodiazepine withdrawal monitoring or withdrawal medications should be housed lower bunk and lower tier.

(7) Consideration should be made for special medical housing for withdrawal patients and especially for those abusing multiple substances.

(8) Generally, benzodiazepine withdrawal symptoms fluctuate. It is not recommended to increase the dose of Valium when symptoms worsen; instead, continue the current dosing schedule until symptoms improve.

(9) Schedule patient to see medical provider within three days and refer to psychiatrist or psychiatric NP for evaluation within seven days.

(10) If the patient is pregnant consult with on-call medical provider. Abrupt withdrawal from benzodiazepines is potentially dangerous for both patient and fetus. Patient should have urgent referral to OB provider. Onsite provider will need to give guidance on whether to continue patient's current benzodiazepine or switch to diazepam for the process of tapering the patient off the benzodiazepine. It is suggested to reduce daily dose no more than 10% from previous daily dose. (Please also refer to the Pregnancy Standardized Procedure).

(11) If the patient is using alcohol and benzodiazepines, use the alcohol withdrawal protocol (AWS) and schedule with provider within 3 days to determine if Valium needs to be continued for an extended period beyond AWS treatment.

(12) If the patient is using opioids and benzodiazepines, use the opiate withdrawal protocol and contact on-call provider to add Valium especially for high-risk patients.

(13) Notify the medical provider immediately for possible ambulance transport to the nearest emergency room if patient shows any of the following signs of severe withdrawal:

- ***Heart rate > 120 BMP***
- ***Severe prolonged vomiting greater than 4 hours***
- ***Grossly visible tremor***
- ***Profuse perspiration***
- ***Temperature > 101º F***
- ***Currently worsening sedative withdrawal despite appropriate pharmacotherapy at the highest level of lower care.***

(14) Patients considered high risk for complicated benzodiazepine withdrawal (especially when confirmed on chronic high doses of a benzodiazepine) and should be considered potential candidates for hospitalization are:

- ***History of seizure disorder including history of withdrawal seizures from any substance***
- ***History of requiring hospitalization due to withdrawal from any substance***
- ***Known diabetes, renal disease, and cardiovascular disease.***
- ***If the patient is in any of these subgroups of benzodiazepine withdrawal, notify your provider for possible hospital admission.***

CMGC
Correctional Medical Group

NAME:_____

Booking #:_____

BENZODIAZEPINE WITHDRAWAL MONITORING SHEET

DATE/TIME:																			
AGITATION:	Y/N	Y/N	Y/N	Y/N	Y/N	Y/N	Y/N	Y/N	Y/N	Y/N	Y/N	Y/N	Y/N	Y/N	Y/N	Y/N	Y/N	Y/N	Y/N
TREMOR:	Y/N	Y/N	Y/N	Y/N	Y/N	Y/N	Y/N	Y/N	Y/N	Y/N	Y/N	Y/N	Y/N	Y/N	Y/N	Y/N	Y/N	Y/N	Y/N
SWEATING:	Y/N	Y/N	Y/N	Y/N	Y/N	Y/N	Y/N	Y/N	Y/N	Y/N	Y/N	Y/N	Y/N	Y/N	Y/N	Y/N	Y/N	Y/N	Y/N
ALERT, ORIENTED, OBEYS COMMANDS?	Y/N	Y/N	Y/N	Y/N	Y/N	Y/N	Y/N	Y/N	Y/N	Y/N	Y/N	Y/N	Y/N	Y/N	Y/N	Y/N	Y/N	Y/N	Y/N
BLOOD PRESSURE																			
PULSE:																			
TEMPERATURE:																			
RESPIRATIONS:																			
Nurse Initials:																			

c. Cocaine, Methamphetamine & Designer Drug Treatment:

(1) Monitor vitals every 6 hr until stable;

(2) For BP above 160/100, HR above 100, and symptomatic call medical provider;

(3) Consider a urine dipstick to rule out rhabdomyolysis.

(4) Watch for depression, suicidal behavior; and

(5) Refer to next mental health staff sick call.

d. Multiple Substance Abuse Withdrawal:

(1) Alcohol and benzodiazepine: contact on-call provider for use AWS Protocol.

(2) Alcohol and opioid: Contact on-call provider for Use AWS Protocol and the addition of clonidine.

(3) Opioid and benzodiazepine: Contact on-call provider for use BWS and the addition of Clonidine.

(4) Other combinations of drugs of abuse: Contact on-call provider for orders.

VII. SUICIDE PREVENTION

A. Identification

1. The receiving screening procedure completed at the time of intake into the facility by the Booking Registered Nurse shall include questions and observations regarding mental status and presence and/or potential for suicidal behavior.

2. Custody and health services staff shall be trained and alerted to the need to continuously monitor inmate behavior for suicide potential during incarceration.

B. Training

1. Regularly scheduled training for all custody and health services staff shall be provided to include identification and management of suicidal behavior in the jail setting including high-risk periods of incarceration, suicidal risk profiles and recognition of verbal and behavioral cues that indicate potential suicide. This training is an adjunct to training required by the Sheriff's Department and in no way is intended to meet all the training needs of the department.

C. Assessment

1. Initial assessment of inmates identified as exhibiting signs of or the potential risk for suicidality shall be performed by a qualified mental health provider and will include the use of CFMG's Psychiatric Suicide Assessment Tool:

2. Mental health staff shall be available on-site 7 days per week and on-call for assessment of an inmate's level of suicide risk upon referral by health services and/or custody staff.

D. Housing and Monitoring

1. Inmates identified as potentially suicidal shall be placed on suicide watch ***or suicide precautions*** by custody, health services or mental health staff:

a. Safety cell:

In the case of an inmate who is placed in a safety cell because of suicide risk, CFMG (1) shall promptly evaluate the inmate to determine the level of suicide precautions necessary in the immediate term (promptly defined as immediately to no later than 4 hours), and (2) shall make a medical decision regarding whether the inmate needs to be transferred to an in-patient mental health facility in lieu of suicide watch/suicide precautions at the jail. If CFMG determines, based on appropriate clinical judgment informed by a suicide risk assessment evaluation, that the inmate requires prolonged suicide precautions or suicide watch (prolonged defined as longer than 24 hours) CFMG shall work with custody to place the inmate in the most appropriate setting. Options for placement include: an in-patient mental health facility; the Outpatient Housing Unit; a receiving cell located in the booking unit; or dorm A.

When CFMG determines that an inmate is no longer suicidal, and clears the inmate from suicide precautions or suicide watch, CFMG shall make a medical recommendation regarding transitioning the inmate from suicide precautions or suicide watch. CFMG shall work with custody to place the inmate in the most appropriate setting. Options for placement include: an in-patient mental health facility; the Outpatient Housing Unit; Transition Cells in Administrative Segregation; receiving cells in the booking unit; dorm A or general population. CFMG Mental Health Clinicians will provide these inmates with supportive contact and will follow-up with them until such time the clinician determines the inmate's step-down plan is discontinued.

For any inmate who has been housed in a safety cell for 24 consecutive hours or for more than 36 cumulative hours in any 3-day period, custody shall promptly begin processing the inmate for transfer to either an appropriate in-patient mental health facility or the Natividad Medical Center emergency room for assessment. It is recognized that on occasion

there may be exigent circumstances which prevent compliance with these requirements. If such circumstances occur, a memo detailing the circumstances shall be written and directed to the Custody Operations Commander.

Should there be a disagreement regarding where an inmate should be placed following release from a safety cell; the on duty sergeant will be contacted in an attempt to reach an agreement. If a dispute still exists as to the placement of an inmate, an on-call commander will be contacted. The on-call commander will have final decision-making authority as to placement. However, any time there is a disagreement between medical and custody staff as to placement of an inmate following release from a safety cell, a report outlining the reasons for disagreement will be generated by the on-call sergeant. These reports will be reviewed on a monthly basis by the Operations Commander, who will meet with the medical director when necessary to identify any systemic disagreements or issues. Custody staff will be briefed at staff briefings as to any changes which need to be made or issues that are identified as a result of the meeting between the Operations Commander and medical director.

b. Open observation (occupied cell or dormitory).

2. Inmates placed on ***suicide watch or*** suicide precautions shall be monitored by custody staff twice in 30 minutes; by health services staff every six hours; and mental health staff at a minimum of once per duty shift. Precautions will be taken to ensure that the inmate has no materials on his/her person to inflict harm to his/her self or others. If necessary, dress inmate in an approved safety garment.

   a. All monitoring/supervision shall be documented on a log to include date, time, patient status, intervention (when appropriate) and signature/initials of individual monitoring.

   b. Nursing staff will document all monitoring findings on the CFMG Sobering/Suicide Watch/Safety Cell/Restraints Log.

E. Referral

1. Referral of all inmates identified as displaying suicidal ideation, gestures and/or attempts shall be immediately referred to the on-site/on-call mental health staff by nursing staff.

2. Inmates on Suicide Precautions in safety cells whose condition deteriorates, or for whom the nurse is unable to complete a hands-on assessment including vital signs after six hours of placement shall be transferred to Natividad Medical Center for further assessment.

3. A qualified mental health provider is responsible for developing individual treatment plans for those inmates suffering from mental illness. A qualified mental health provider will perform a suicide risk assessment, including use of the CFMG Suicide Risk Assessment Tool, whenever an inmate is released from the safety cell.

4. In the case of an inmate who is placed in a safety cell because of suicide risk, a qualified mental health provider may recommend transfer of the inmate to an appropriate in-patient mental health facility. Depending on the assessment of the level of suicide risk, whenever possible, the inmate will be transitioned from the safety cell to an open dormitory setting until the inmate has stabilized. Other transition options may include housing in a transition cell or one on one observation in the OPHU. Mental health providers and custody will collaborate to ensure classification needs of an inmate are considered.

5. CFMG will inform classification, through medical treatment orders, as to any classification issues an inmate has due to mental illness. CFMG and custody will review the appropriateness of an inmate's placement in a safety cell because of suicide risk at least once every twelve hours.

6. Any inmate who has been placed in a safety cell for Suicide Precautions for 24 consecutive hours shall be transferred to either an appropriate in-patient mental health facility or the Natividad Medical Center emergency room for assessment.

F. Intervention

1. Intervention and treatment shall be carried out in accordance with direct order of the responsible medical or mental health provider and/or CFMG protocols/standardized procedures.

2. Inmates placed on Suicide Precautions will be housed as indicated in Item D above and be provided with a suitably designed safety garment to provide for their personal privacy unless specific identifiable risks to the inmate's safety or to the security of the facility are documented.

G. Communication

1. Custody, nursing and mental health staff will maintain open lines of communication to insure that all parties are kept apprised of suicide potential; suicide precaution placement, retention, and release status; monitoring findings including general status reporting through time of event and end-of-shift reporting and on-call contacts to insure appropriate continuity of care and follow-up.

H. Reporting

1. Reporting of inmates identified or suspected of being at risk for suicidal behavior will occur through the referral process. Referrals may be made by custody to nursing or mental health staff at any time. Current status reporting will be carried out as described in Communications section, above, and CFMG Safety Cell Policy and Procedure.

2. Reporting completed suicides shall be a joint responsibility of the CFMG Program Manager and Facility Manager in accordance with CFMG Inmate Deaths Policy and Procedure.

   a. The CFMG Program Manager or nursing staff on duty shall be responsible for reporting all potential and/or attempted and completed suicides to the Facility Manager or Shift Supervisor.

3. CFMG management shall be notified of completed suicides within one working day.

I. Notification

Family members shall be notified in accordance with the CFMG Notification of Next of Kin Policy and Procedure.

J. Review:

All completed suicides shall be subject to a medical and psychiatric review and review by the Quality Management and Peer Review Committees in accordance with CFMG Inmate Deaths Policy and Procedure.

VIII. TUBERCULOSIS IDENTIFICATION, CONTROL AND TREATMENT PROGRAM

A. Tuberculosis screening of all inmates will be performed at the time of intake by a registered nurse using the Standardized Monterey County Jail Intake Health Screening Form. During the initial intake screening the registered nurse will ask each inmate whether they have a history of TB disease, or if they have previously been treated for LTBI or TB Disease. If possible, documentation of any such history should be obtained from an inmate's prior medical records.

B. All incoming inmates will immediately be screened for symptoms of pulmonary TB by being asked if they have had a cough lasting greater than three weeks, bloody sputum, chest pain, fever, chills, night sweats, easy fatigability, loss of appetite and weight loss. Inmates will be interviewed systematically to determine whether thy have experienced symptoms in recent weeks. Inmates will be observed for the presence of cough or evidence of significant weight loss.

C. Any inmate with positive TB screening findings at the time of intake will be followed-up by a registered nurse in accordance with the CDC recommendations. A TB screening will be considered positive when an inmate answers yes to any of the following questions: prolonged cough for greater than 3 weeks, bloody sputum, weight loss/poor appetite, fever/chills, night sweats, unexplained chest pain or unusual fatigue.

D. Inmates who have symptoms suggestive of TB disease at the time of intake or a history of inadequate treatment for TB disease, will immediately be placed in an Airborne Infection Isolation Room until they have undergone a thorough medical evaluation by a medical provider which including a TST, chest radiograph, and, if indicated, sputum examinations. If deemed infectious, these inmates will remain in isolation until treatment has rendered them noninfectious.

E. Inmates who are placed in an Airborne Infection Isolation Room because they are suspected to have Infectious TB can be discontinued when infectious TB is considered unlikely and either another diagnosis is made that explains the

clinical syndrome or the patient had three negative acid-fast bacilli sputum-smear results. Patient for whom the suspicion of TB disease remains after the collection of three negative AFB sputum-smear results should not be released from airborne precautions until that are on standard multidrug anti-TB treatment and are clinically improving. However, these inmates should not be housed in an area in which other patients with immune-compromising conditions are housed.

F. All inmates with confirmed TB disease should remain in an Airborne Infection Isolation Room until they have had three consecutive AFB sputum-smear results collected 8 hours apart, with at least one being an early morning specimen; having received standard multidrug anti-TB treatment; and have demonstrated clinical improvement.

G. The Airborne Infection Isolation Rooms will be monitored, inspected and maintained in accordance with the CFMG ATD Procedure, a copy of which is attached as Exhibit H.

H. Tuberculosis signs and symptoms screening and skin testing (when indicated) shall be initiated within 7 days of admission to the facility; as part of the kitchen workers' clearance examinations; as a component of the six-month physical exam; and annually thereafter, for the duration of incarceration.

I. Procedure:

1. Timing of TST Testing:

a. An LVN will place the TST within seven days of incarceration.

b. An LVN will read the TST between 48 and 72 hours of placement.

2. Prior to applying the TST test the following information shall be obtained:

a. Has inmate ever had a positive reaction to TST test?

(1) If yes, when and name of clinic/jail/prison/provider?

(2) If yes, has the inmate had a chest x-ray in the past 6 months?

(3) If yes, name of clinic/jail/prison/provider and results of x-ray.

b. Is the inmate an immigrant from Latin America, Southeast Asia, the Philippines, equatorial Africa, former Soviet Union, Eastern Europe or the Caribbean?

c. Has the inmate ever received BCG vaccine?

(1) If yes, when was vaccine given?

d. Is the inmate HIV positive or have AIDS?

3. Inmates with positive TB symptom screen (answering yes to any of the following: prolonged cough > 3 weeks, hemoptysis/bloody sputum, weight loss/poor appetite, fever/chills, night sweats, unexplained chest pain, unusual fatigue) for active TB.

a. Place surgical mask on patient.

b. Move patient to an Airborne Infection Isolation (AII) room; if no AII room is available move to well ventilated room/cell and isolate from other inmates until patient can be transferred by ambulance to the Natividad Medical Center emergency department for isolation and further evaluation. Notify emergency room staff that patient needs evaluation and isolation for possible active TB.

c. Contact provider on-call.

d. Contact local department of public health (within 24 hrs).

e. Schedule patient to be seen by provider within 24 hours; if unable to have a provider evaluate the patient within 24 hours, transfer to the emergency department for evaluation.

f. Place TST/ppd on patient unless the inmate has a documented history of a positive TST result, a documented history of TB disease, or a reported history of a severe reaction to tuberculin. Inmates with a history of severe necrotic reactions and without a documented positive result with a millimeter reading, may have a QFT-G test.

g. If evaluation by provider and active TB is still felt to be possible, order CXR and obtain 3 (done at least 8 hours apart) sputum samples for TB testing.

h. Patient must remain in All room until cleared by a negative chest x-ray AND three negative sputums.

i. Any staff entering the All room must wear a N-95 fitted mask; inmate to wear a surgical mask when staff present in room and/or when out of the All for any reason.

4. Inmates who have been re-booked into the facility or are transferring from another county or state facility; have a documented TST within the last three months and are signs and symptoms free on the TB questionnaire do not require a new skin test.

5. Verified previous positive skin test:

   a. Do not apply skin test.

   b. Complete CFMG TB History signs and symptoms review.

      (1) Signs and symptoms free and a previous negative chest film can be verified, no further follow up is required.

      (2) Signs and symptom free and no verified negative chest film: order chest x-ray.

      (3) Signs and/or symptoms present: place in respiratory isolation and schedule a chest x-ray.

6. Inmates reporting history of BCG vaccination; document BCG vaccination history, proceed with the skin test and reading using the usual norms.

7. Inmates reporting HIV/AIDS positive ***and those who are at risk for HIV but whose status is unknown***; apply skin test; schedule a chest x-ray and follow-up by medical provider post x-ray for evaluation for further testing and/or treatment. If inmate is a re-admission with a verified negative chest film in the medical record and signs/symptom free, skin test only.

J. Application:

1. Give 0.1 ml of 5TU of purified protein derivative (PPD) slowly intradermally, right forearm, if possible. Enter information on the medical record; site of injection, solution and amount, manufacture & lot number, inmate's name, housing location, identification number (if applicable), date and time done and date and time read, signature of individual giving and reading the test, signature of individual applying the reading test.

2. Instruct inmate that test must be read in 48 - 72 hours.

K. Reading:

1. Measure all TB Skin Tests 48 - 72 hours after placement.

2. Record all test results in mm, including negative results.

   a. Document induration (not erythema) on 14 day PE form. Note date and time results were read and individual responsible for reading.

3. A reaction of 5mm or more of induration should be considered positive in the following individuals who are considered high risk for TB and a CXR should be ordered and completed within 72 hours:

   a. Persons with close recent (within one year) contact to a case of infectious tuberculosis.

b. Persons with HIV infection or with behavioral risk factors for HIV infection, but decline HIV testing.

c. Persons who use intravenous drugs (if HIV status is unknown).

d. Persons with fibrotic changes on the chest radiograph consistent with previous TB disease.

e. Organ transplant recipients and inmates with other immunocompromised conditions, i.e. inmates requiring greater than 15 mg. of prednisone for greater than one month.

4. A reaction of 10mm or more induration should be considered positive in all other persons ***who are considered lower risk for TB and should have a CXR ordered and completed within 72 hours.***

5. All individuals who have a positive tuberculin skin test should receive counseling and risk assessment for HIV infection.

L. Follow-Up to Chest X-Ray:

1. Negative chest x-rays:

a. Schedule with provider to discuss treatment options.

b. See treatment and management options below (Latent TB Infection).

2. Positive or questionable x-ray results, consult with MD/PA/NP regarding ordering sputum specimens times three and further follow-up. Reported to Public Health TB Control and isolation until results of AFB sputum return.

a. Inmate should not be cleared for kitchen duty.

b. Call County TB Control Program to check master index for previous treatment or history within the county.

c. Close contacts, i.e., cell mates, should be followed up in accordance with CFMG Aerosol Transmissible Disease Exposure Control Plan, and recommendations from the County Public Health Officer.

d. If inmate is determined to be likely to have active TB disease, County TB Control shall be notified within 24 hours.

M. Latent TB Infection (LTBI): LTBI continues to be a major public health problem in the United States. Infected persons usually have a positive tuberculin skin test (TST) reaction or positive Immune-Globulin Release Assay (IGRA), a normal chest x-ray (any abnormal chest x-ray needs referral to your provider for sputum testing and additional imaging) and have no symptoms related to the infection and are not infectious:

1. Candidates for Preventive Therapy: All persons with suspected LTBI and normal chest x-ray should be considered for therapy and the following list are those considered to be at highest risk for developing an active infection:

a. Persons known to have HIV infection (TST result of 5mm or greater).

b. Person at risk for HIV infection (including persons who inject drugs) but whose HIV status is unknown (5mm or greater).

c. Close contact of a person with infectious TB (5 mm or greater).

d. Persons who have chest radiograph findings suggestive of previous TB and who have received inadequate or no treatment (5 mm or greater).

e. Persons who inject drugs and who are known to be HIV negative (10 mm or greater).

f. Persons who have medical conditions known to increase the risk for TB disease such as Diabetes Mellitus and other immune suppressive diseases (10 mm or greater).

g. Persons whose TST reaction or IGRA result converted from negative to positive within the past 2 years (10 mm or greater increase if younger than 35 years of age).

2. Tracking of all TST results, chest x-ray results, and treatment must be done on all patients regardless of their expected length of stay. Tracking will occur in each patient's chart as well as in the TB tracking log which is kept in the medical department.

3. Treatment Recommendations and Medication Regimens: All persons with a positive TST or IGRA will get a chest x-ray and will be referred to the jail medical provider to discuss treatment options. An important point to remember is that starting therapy that cannot be completed is worse than not starting treatment due to the development of drug resistant strains of TB. The following categories of inmates will help guide whether therapy should be started and which therapy is preferred.

   a. Pregnant women: Generally preventive therapy should not be given to pregnant women who are found to be TST or IGRA positive on screening with the following exceptions noted below. Isoniazid (INH) therapy should be considered for pregnant women who were

      (1) likely to have been recently infected with TB; or

      (2) who have high-risk medical conditions, especially HIV infection

      (3) Pregnant minors with positive TST or IGRA will be referred to the responsible medical provider for evaluation and consultation with OB/GYN specialist for the decision of whether Isoniazid (INH) therapy is to be initiated.

   b. Persons who are confirmed to be incarcerated for greater than 6 months should receive 6 months of INH therapy or, if HIV infected, 9 months of INH therapy.

c. Persons who are confirmed to be incarcerated for greater than 3 months, but less than 6 months should receive 11 doses or 12 weeks of INH with Rifapentine (INH-RPT) weekly. Per the CDC, this must be Directly Observed Therapy (DOT).

d. If an inmate is unexpectedly released early, every effort should be made to arrange for completion of treatment on the outside, particularly if treatment was nearly complete.

e. Persons for whom INH therapy is contraindicated (such as past drug reaction, etc.), should be considered for Rifampin therapy.

4. For all persons who have no contraindications to begin therapy:

a. Obtain a signed CFMG Consent for TB Therapy Form from patient, parents or guardian; counsel patient, parents or guardian regarding the side effects and toxicity problems associated with Isoniazid (INH) or other drug therapies noted above and the need to complete the full course of therapy. Verify a normal chest x-ray and instruct patient to report any symptoms to health services staff.

b. Isoniazid (INH) 900 mg. PO bi-weekly; or, 300 mg PO daily, directly observed therapy (DOT) for 6 or 9 months, depending on immune status. Pyridoxine supplementation is not typically needed when using INH with exception of patients who are pregnant, have diabetes, HIV, renal failure, and alcoholism.

c. For those patients needing Pyridoxine (Vitamin B6) supplementation (see #2 above) 100 mg PO bi-weekly; or, 50 mg daily, for 6 or 9 months, depending on length of INH therapy.

d. Isoniazid (INH) 900mg (max dose and based on body weight) with Rifapentine 900mg (max dose and based on body weight) given once weekly with Directly Observed Therapy (DOT) for 3 months.

e. Rifampin 600mg daily (max dose and based on body weight) for 4 months.

f. Schedule for medical provider sick call every month for evaluation for signs and symptoms of medication toxicity (i.e., loss of appetite, weight changes, nausea, vomiting, fatigue, dark urine, jaundice and/or rash.

g. Patients exhibiting any signs or symptoms of toxicity: refer to medical provider sick call as soon as possible.

h. Individuals who are released from custody prior to completion of the full course of treatment: need referral to own medical provider, health plan, or county public health agency. This is critical to avoid risk of development of resistance to any of these drug regimens.

IX. PHARMACEUTICAL ADMINISTRATION

The procurement of pharmaceuticals is done under the supervision of a licensed pharmacist in accordance with all applicable federal and state laws. Prescription medications will be administered to inmates by licensed nursing staff in accordance with CFMG's Implementation Plan regarding pharmacy administration. A consulting pharmacist will be used for documented inspections and consultation on a regular basis, not less than quarterly.

Administering medication, as it relates to managing legally obtained drugs, means the act by which a single dose of medication is given to the patient. The single dose of medication may be taken either from stock (undispensed), or dispensed supply.

Dispensing, as it relates to managing legally obtained drugs, means the interpretation of the prescription order, the preparation, repackaging, and labeling of the drug based upon a prescription from a physician, dentist, or other prescriber authorized by law.

Delivering medication as it relates to managing legally obtained drugs, means the act of providing one or more doses of a prescribed and dispensed medication to a patient. Delivering of medication may be done by either licensed or non-licensed personnel, e.g., custody staff, acting on the order of a prescriber.

A. Administration of Medication

To assure safe, accurate methods of administering medication, the following procedures will be strictly adhered to:

1. As a general policy, prescribed and over-the-counter medications will be administered twice daily at intervals approximately 12 hours apart. Inmates requiring more frequent medications will receive such as medically indicated.

2. All patients must be identified by the medication nurse by checking inmate's armband and/or I.D. badges. Verify last names, first name and middle where applicable. If the inmate is not wearing an armband/I.D. badge, the

medication will be held until the inmate is identified by correctional staff and armband/I.D. badge is obtained.

3. The medication nurse is responsible for and will verify:

   a. Appropriate medication, as ordered
   b. Proper dose
   c. Given to correct inmate
   d. Given at correct time
   e. Given by correct route (po, r, sq, etc.).
   f. Vital signs taken where indicated.

4. The medication nurse is responsible for taking every reasonable precaution to assure that the inmate actually ingests the medication by:

   a. Watching the inmate take the medication.
   b. Checking for "cheeking" or "palming" to assure that medication has been ingested.
   c. Having the inmate speak after taking the medication and/or drinks water.

5. The medication nurse will keep the medication envelopes well out of the reach of inmates at all times.

6. The medication nurse will never:

   a. Reach into a cell.
   b. Put face near a door opening.

7. When a prescribed substance is administered it will be recorded on the inmate's medication administration record (MAR).

8. If a prescribed substance is refused or withheld, a notation will be made on the medication administration record (MAR) and the prescribing medical provider shall be notified after three consecutive refusals.

B. Prescription Medications

Medications, except those specifically listed on the policy regarding non-prescription drugs, will be given only on the order of the Physician. Long-term use of minor tranquilizers is discouraged. Psychotropic medications are prescribed only when clinically indicated and are not given for disciplinary reasons.

All nurses administering medications will be trained to recognize the common side effects associated with the use of psychotropic medications. If a nurse observes that an inmate is experiencing any of these side effects they will document their observations in the medical record and schedule the patient to see a medical provider at the next available sick call.

1. Medication will be ordered in writing on the patient's chart by the Physician or FNP/PA, or written as a verbal order by the nurse. Verbal orders must be co-signed by a physician within 7 days.

2. Medication orders will be transferred to the inmate's medication record and envelope. Orders will be signed off in red ink when completed with date, time and signature of the individual transcribing orders.

3. New orders will be written clearly as new orders on the medication record. Absent a change in order medication records will never be altered. No correction fluid will be used on any permanent record.

4. D/C dates will be marked clearly in red.

5. Every health care provider who gives medication will sign the medication record.

6. If a prescribed substance is refused or withheld, a notation will be made on the medication record, and the provider will be notified after three consecutive refusals.

7. Medication may only be administered according to the direct order of the Physician or P.A./F.N.P.

8. Each nurse will set up and give his/her own medication.

C. Non-Prescription Medications

Inmates are encouraged to purchase non-prescription medications through the commissary for self-care. Indigent inmates and those requiring over the counter medications when commissary is not available may request such medications from health care staff through the sick call process. The responsible physician/health authority along with custody administration will determine what medications will be sold over-the-counter at the commissary.

1. The responsible physician/health care authority along with custody administration has determined which medications and medical supplies will be sold over-the-counter through commissary.

2. There is a limit on the amount of medications that can be purchased and held by inmates.

3. Medications are provided to the inmate with their weekly commissary purchases in unit dose, sealed, labeled packaging. The commissary vendor confirms that each inmate may only obtain maximum allowed each week, when filling the commissary order.

4. Inmates found to have more than the weekly allowed amount in their cell are subject to confiscation of the medication and disciplinary proceedings by custody staff.

5. Indigent inmates and those who are not eligible for medications from the commissary purchases are provided medications as prescribed on regularly scheduled medication pass after being seen on sick call.

D. Medication for Inmates Going to Court

Inmates on essential medications will receive medication while in court.

1. The midnight nurse will review court lists nightly for inmates taking prescribed medications.

2. Inmates who are on essential medication will have medication set up for transportation officers to take to court with inmate.

3. Medication will be placed in envelope labeled with:
   a. Patient's name
   b. Date
   c. Name of medication
   d. Number of tablets or capsules
   e. Time medication should be ingested
   f. Location of court

4. The court list will be marked indicating inmates who will be receiving medication.

5. If no one on the court list is to receive medication, this will be indicated on the court list.

6. The court list and medication envelopes will be left with the receiving deputy in the receiving area.

7. The officer delivering the medication will:

   a. Verify correct inmate by checking name of inmate on envelope against wrist band.

   b. Deliver the medication at correct time.

   c. Write on envelope, date; time taken ; if not, why not, and officer's signature.

d. Return envelopes to nurse's box in Control I.

8. The nursing staff will pick up envelopes from box in Control I and record medication given or not given on medication sheets.

E. Management of Controlled Substances

Controlled substances will be kept under maximum security storage and counted at each shift change.

1. All controlled substances will be kept in a locked narcotics drawer/cabinet, inside a locked medication room, within the locked medical office.

2. All controlled substances will be signed for when administered.

3. The nurse going off duty will count every shift with the nurse coming on duty using the End of Shift Narcotics Inventory form.

4. If count is incorrect, a report will be made using Report of Error in End of Shift Narcotics Count form.

5. Records will be kept in a 3-ring notebook in the pharmacy.

6. All controlled substances are purchased in narcotic counters. The supplying pharmacy will note the following information on each narcotic counter:

   a. Name of medication
   b. Dosage
   c. Expiration date
   d. Lot number
   e. Signature of physician
   f. Date packaged

7. The nursing staff will administer the medication as prescribed.

F. Medications at Time of Release from Jail

Personal medications brought in with inmate at booking will be returned to him/her at the time of discharge.

A 30-day supply of essential medications taken while in jail may be given at the time of discharge only by order of jail physician who is responsible for personally dispensing such medication or providing a written prescription.

1. Nursing staff and the responsible medical provider will identify, through discharge planning, patients who will require either a written prescription or a limited supply of essential medications upon release from custody.

2. Nursing staff will notify custody in advance of the inmate's release of the need to be cleared through medical prior to transfer or release to ensure receipt of essential medication or a prescription.

G. Procurement of Pharmaceuticals

Under the direction of the Medical Director and in accordance with Pharmacy and Business Code, the Medical Program Manager or their designee acting as an agent of the Medical Director will procure, store, and manage pharmaceuticals for use in the Monterey County Jail and Juvenile Detention Facilities.

1. All stock medication will be ordered electronically or telephonically from Diamond Pharmacy Services, Inc.

2. In cases of emergencies, the Medical Director will be contacted and a prescription will be called into a local pharmacy.

H. Storage of Drugs

All prescription and non-prescription drugs stocked for the purpose of administration to inmates will be stored in a locked area, and/or refrigerators located in the treatment area accessible only to the medical staff.

1. Containers which are cracked, soiled or without secure closures shall not be used. Drug labels shall be legible.

2. Internal use drugs in liquid, tablet, capsule or powder form shall be stored separately from drugs for external use.

3. Drugs shall be stored at appropriate temperatures.

4. Drugs shall be accessible only to medical personnel. Only licensed nursing personnel shall have access to controlled drugs.

5. Drugs shall not be kept in stock after the expiration date on the label and no contaminated or deteriorated drugs shall be available for use.

X. INVOLUNTARY ADMINISTRATION OF PSYCHOTROPIC MEDICATIONS

Involuntary psychotropic medications will only be given when a psychiatric emergency exists or when an inmate, following and Incapacity Hearing, is found to lack the capacity to consent to medications. Medications shall not be used for punishment, for the convenience of staff, as a substitute for program, or in quantities that interfere with the treatment program. The responsible physician, Program Manager and Director of Nursing in cooperation with the Facility Manager will be responsible for identifying appropriate community resources and developing procedures to obtain an Incapacity Hearing and to transfer inmates requiring involuntary psychotropic medication administration to an appropriate community facility.

PSYCHIATRIC EMERGENCY - a situation in which action to impose treatment over the inmate's objection is immediately necessary for the preservation of life or the prevention of serious bodily harm to the inmate or others, and it is impracticable to first gain consent. It is not necessary for harm to take place or become unavoidable prior to treatment.

A. Medication Order

- Involuntary psychotropic medications for a psychiatric emergency shall be given pursuant to a direct written or verbal one-time order from the responsible facility psychiatrist or physician following an on-site evaluation. A telephone order will not be acceptable unless the inmate in question has been personally evaluated by the prescribing physician ***no longer than 24*** hours prior to the psychiatric emergency. If the physician is not available on-site or if the inmate has not been evaluated by the on-call physician prior to the emergency situation, physical restraint should be used and the inmate transferred to the hospital emergency department for physician evaluation.

1. At no time prior to a Court Order, will an order for involuntary psychotropic medication be a PRN (as needed) or a standing order.

2. Verbal orders shall be entered into the inmate's medical record and signed by the prescribing physician within 72 hours.

3. The Medical Program Manager and Custody Facility Manager will be notified in writing or by telephone if not available, within 24 hours of the administration of involuntary psychotropic medication.

B. Patient Supervision and Monitoring

Inmates receiving involuntary psychotropic medications will be admitted to the infirmary or a safety cell.

1. Intermittent supervision by the custody staff will be provided at a minimum of every 30 minutes.

2. Monitoring by nursing staff will be provided at a minimum of every 15 minutes for the first hour and every 30 minutes thereafter until otherwise ordered by prescribing physician to assess response to medication, mental status, general physical appearance, behavior, and hydration.

3. All monitoring findings will be documented in the inmate's medical record.

4. The inmate will be evaluated by the responsible prescribing physician at a minimum of every 72 hours.

C. Duration of Involuntary Therapy Prior to Riese Hearing

The determination of need for continued involuntary administration of medications shall be the responsibility of the responsible facility psychiatrist or physician commensurate with psychiatric evaluation findings and availability of timely treatment options necessary to protect the inmate from harm and consistent with CCR Title 15, Section 1217. Continued involuntary therapy thereafter is pursuant to a competency hearing and/or transfer to a clinically appropriate community treatment facility.

1. Inmates exhibiting any clinical deterioration at any time during involuntary therapy will be transferred immediately to a clinically appropriate treatment facility.

2. The facility will manage inmates meeting the psychiatric emergency criteria as follows:

   a. The inmate will be transferred to a clinically appropriate treatment facility outside of the jail, or

   b. If the inmate, for clinical or custodial reasons must remain at the jail, the health services staff shall coordinate with County Mental Health Psychiatric Emergency Services to evaluate for competency to refuse medications pursuant to *Riese v. St. Mary's Hospital* (Riese Hearing).

D. Review

All cases involving the need for involuntary psychiatric medication administration will be reviewed by the Quality Management Committee to evaluate the appropriateness of treatment, the process and whether or not the criteria for psychiatric emergency were met.

XI. CFMG DENTAL SERVICES IMPLEMENTATION PLAN

CFMG will provide a tiered dental services delivery program at the Monterey County Jail. ***All dental services will be provided in a safe and sanitary environment.***

A. Screening for All Inmates:

A qualified health care professional who has been trained by the dentist shall obtain a dental history regarding any current or recent dental problems, treatment including medications during the Receiving Health Screening at intake with follow up to positive findings; perform an initial health screening on each inmate at the time of the health inventory and communicable disease screening, the general condition of the patient's dentition, missing or broken teeth, evidence of gingival disease, mucosal lesions, trauma, infection, facial swelling, exudate production, difficulty swallowing, chewing and/or other functional impairment will be noted; urgent/emergent dental needs identified. All screening findings will be documented on the health inventory form including the odontogram. Follow up referral and/or consultation with onsite or on call medical provider and/or dental provider (if onsite) will determine treatment plan and schedule for initial provider evaluation.

Definition: Emergency care requiring immediate treatment: Inmate-patients requiring treatment of an acute oral or maxillofacial condition, which is likely to remain acute, worsen, or become life threatening without immediate intervention.

1. Results of the Initial Health Screening:

   a. In the case of a dental/medical emergency, in which a licensed dentist is not present, the patient will be seen, treated and managed immediately by medical provider staff. If in the opinion of the medical staff/licensed health care provider, the dental condition is likely to respond to immediate administration with antibiotic and/or analgesic medication this will be given. If in the opinion of the medical staff person/licensed health care professional in charge, the acute dental emergency is life

threatening, the patient will be transported to an urgent care facility or hospital to protect the life of the patient. The contracted dentist will be notified and provide necessary post-discharge dental care at the next scheduled dental clinic.

b. If the medical staff/licensed health care professional determines the dental issue to be urgent, the patient shall be referred to and evaluated by the dentist at the next scheduled dental clinic.

2. At the time of the health inventory, examination includes notation of the general condition of the patient's dentition, missing or broken teeth, evidence of gingival disease, mucosal lesions, evidence of infection, recent trauma, difficulty swallowing, chewing or other functional impairment.

B. Services for Inmates ***Incarcerated for*** less than One Year

1. Dental Hygiene:

Professional dental hygiene services are currently not provided. Inmates are given toothbrushes and can receive instruction in proper brushing technique from the medical staff upon request. Dental floss loops are available through the commissary for routine flossing. Indigent inmates shall be provided with dental care supplies.

2. Dental Treatment:

Dental floss loops are available through the commissary for routine flossing. Indigent inmates shall be provided with dental care supplies.

a. Treatment provided is based on the inmate's needs, length of stay and the priorities listed below:

(1) Relief of pain and treatment of acute infections and other urgent conditions. This would include hemorrhage, toothaches, broken, loose or knocked out teeth, abscesses, dry sockets after extractions and severe periodontal disease.

(2) Extraction of unsalvageable teeth.

(3) Treatment of bone and soft tissue diseases.

(4) Repair of injured or carious teeth.

(5) Removal of irritation conditions which may lead to malignancies.

(6) Replacement of lost teeth and restoration of function, if dental function is markedly limited. The attending dentist will determine necessity and priority

b. Although treatment is not limited to simple extractions, elective restorative work which can reasonably be deferred without serious detriment to the patient should be considered the inmate's responsibility. Such work may, with custody's approval, be done during the period of incarceration at the inmate's expense; otherwise, appropriate referral information should be supplied upon release.

MCJ will maintain a periodontal disease program for the diagnosis and treatment of periodontal disease. Periodontal screening shall be available to all patients, regardless of length of stay. Treatment will be based on periodontal disease classification, Dental Priority code, and special medical needs (i.e. pregnancy, diabetes, HIV/AIDS).

3. Oral Surgery

a. MCJ dental clinic shall provide necessary oral surgery services to all inmate- patients onsite or through a local community provider.

b. Routine extraction of non-pathologic and/or asymptomatic erupted, partial erupted, partial impacted or complete impacted third molars is an excluded service.

c. Removal of third molars to prevent crowding or future pathology is an excluded service.

d. Referral to and priority of offsite oral surgeon will be the responsibility of the facility dentist in accordance with the Dental Priority System.

4. All dental complaints are assessed, provided treatment for obvious infection and pain relief at regularly scheduled medical sick call by the MD, PA or RN to be seen within one day of the request. The complaint is prioritized and referred to Dental Sick call as deemed necessary. Interim treatment for pain and infection is provided until the patient is seen by the dentist.

5. ***Dental Priority System***

a. Dental treatment will be provided in accordance with the following Dental Priority System:

(1) Emergency Care (Immediate Treatment):

Inmate-patients requiring treatment of an acute oral or maxilla-facial condition, which is likely to remain acute, worsen, or become life threatening without immediate intervention.

(2) Treatment within 1 calendar day:

Inmate-patients with a dental condition of sudden onset or in severe pain, which prevents them from carrying out essential activities of daily living.

(3) Treatment within 30 calendar days:

Inmate-patients requiring treatment for a sub-acute hard or soft tissue condition that is likely to become acute without early intervention.

(4) Treatment within 60 calendar days:

Inmate-patients requiring early treatment for any unusual hard or soft tissue pathology.

(5) Treatment within 120 calendar days:

Advanced caries or advanced periodontal pathology requiring the use of intermediate therapeutic or palliative agents or restorative materials, mechanical debridement, or surgical intervention. Moderate or advanced periodontitis requiring non-surgical periodontal treatment (scaling and/or root planing).

b. The need and schedule for follow up dental clinic appointments will be determined by the responsible dentist.

c. Complicated dental problems are referred to an oral surgeon as deemed necessary with priority determined by the responsible dentist in accordance with the Dental Priority System.

C. Services for Inmates ***Incarcerated for*** Greater than One Year

Inmates ***incarcerated*** for 12 months or greater and whose dental conditions meet treatment eligibility requirements as determined by a licensed dentist in accordance with the established definitions and guidelines within this document shall be provided such medically necessary services during their period of incarceration.

1. Comprehensive Dental Examinations

Inmates ***incarcerated for*** 12 months or ***greater*** are eligible to receive a comprehensive dental exam. The purpose of the dental examinations shall be for the identification, diagnosis, and treatment of dental pathology which impacts the health and welfare of inmate patients.

a. Inmates will be notified of eligibility for a comprehensive examination through the inmate information booklet issued to all inmates at intake into the facility.

b. Examination findings and proposed treatment plan will be documented on standardized comprehensive dental exam, periodontal exam and treatment planning forms which will be filed in the patient medical record.

c. Panoramic radiograph may be requested from an outside source when, in the discretion of the dentist, it will assist in diagnosis and treatment planning.

2. Periodontal Disease Program

MCJ will maintain a periodontal disease program for the diagnosis and treatment of periodontal disease. Periodontal screening shall be available to all patients, regardless of length of stay. Treatment will be based on periodontal disease classification, Dental Priority code, and special medical needs (i.e. pregnancy, diabetes, HIV/AIDS).

a. MCJ will have available, either through commissary purchase or through jail-issued personal hygiene kit, interproximal cleaners (e.g. floss loops) and a flexible handled tooth brush for inmate-patient self-dental care.

b. A per diem Registered Dental Hygienist (RDH): will be scheduled, as needed, to provide dental hygiene education and periodontal

EXHIBIT C

hygiene treatment consistent with dentists' treatment recommendations.

c. Treatment regimens will provide maintenance services only. No periodontal surgery, periodontal soft tissue grafting, or reconstructive procedures will be provided.

3. Removable Prosthodontic Dental Services

CFMG shall provide limited removable prosthodontic dental services to inmate-patients in the custody of MCJ. Inmates ***incarcerated for*** 12 months ***or greater*** a completed comprehensive examination, and a treatment plan may qualify for removable prosthodontic services.

a. A patient's need for a dental prosthesis shall be based on medical necessity defined as: Medically Necessary means health care services that are determined by the attending dentist/physician to be reasonable and necessary to protect life, prevent significant illness or disability, or alleviate severe pain, and are supported by health outcome data as being effective medical/dental care. (California Code of Regulations (CCR), Title 15, Division 3, Chapter 1, Subchapter 4, Article 8, Section 3350 (b) (1) "Provision of Medical Care and Definitions".)

b. A removable dental prosthesis shall be constructed only when:

(1) The dentist believes the patient can tolerate it and can be expected to use it on a regular basis to aid mastication and support the physiologic relationships of the maxilla and mandible.

(2) A patient is edentulous or has seven or fewer posterior teeth in occlusion.

(3) All restorative, endodontic and oral surgery procedures have been completed and adequate healing has occurred to proceed with removable prosthodontic procedures.

(4) The active phase of periodontal therapy has been completed and the patient is in periodontal maintenance.

(5) Time requirements are calculated from the date impressions are taken and are as follows:

(a) The patient has a Dental Priority 2 prosthetic need (e.g. complete denture) and a minimum of six (6) months verifiable, continuous incarceration remaining before release or parole.

(b) The patient has a Dental Priority 2 prosthetic need (e.g. partial denture) and a minimum of twelve (12) months verifiable, continuous incarceration remaining before release or parole.

(c) The patient, where applicable, has acceptable oral hygiene for long term stability of the removable prosthesis.

(6) Partial dentures for anterior cosmetic purposes are excluded.

(7) When a patient's treatment plan includes a removable dental prosthesis, the treating dentist shall inform him or her of the possibility that the prosthesis may not be completed prior to the patient's parole date. The patient shall provide the name and address of a private dentist who can be contacted by CFMG dental staff, to deliver the completed appliance, in case the patient is released before the completed appliance is delivered.

(8) Patients are responsible for paying for the prescribed appliance by following the procedures, designated by the county and CFMG, to transfer funds from their account to CFMG, on or before dental impressions are taken for the appliance and the case is considered initiated. If a patient is indigent (wholly without funds at the time they were eligible for withdrawal of funds for canteen or other purchases) a prescribed dental prosthesis shall be provided at CFMG expense. Otherwise, patients shall purchase prescribed appliances through the department or an approved vendor as directed by the CFMG medical program manager.

(9) A patient who is purchasing a removable dental appliance with their own funds may choose an approved local dentist to construct his/her appliance. A patient who is determined indigent will choose from a list of local contract dental providers.

c. Approved, prescribed removable dental prosthesis/dentures will be provided by contract with a local dental services provider.

d. Fitting, adjustment and maintenance of removable prosthesis will be provided onsite when feasible or through contract with a local dentist.

4. Dental Restorative Services.

Inmate-patients with comprehensive examinations and treatment plans are eligible to receive permanent restorations in accordance with their established treatment plan.

a. All restorative material utilized in CFMG dental clinics shall have the approval of the American Dental Association.

b. Acceptable materials for restorations are amalgams, light cured composites, and light cured and self-cured glass ionomers. The material of choice shall be selected by the dentist based upon clinical considerations.

c. CFMG dental staff shall verify that every patient has received a copy of the Dental Materials Fact Sheet. Prior to initiating any restorative procedure the patient shall sign the Acknowledgment of Receipt of Dental Material Fact Sheet. This signature acknowledges acceptance of possible risks, denial of alternate procedures, and consents to the proposed procedure and use of the materials as recorded in the dental record.

d. Based upon the comprehensive examination, teeth lacking adequate structural integrity for a long-term prognosis or with advanced periodontal disease shall not be eligible for permanent or temporary restorations.

e. Permanent and temporary restorations will not be provided for cosmetic purposes.

5. Oral Surgery

MCJ dental clinic shall provide necessary oral surgery services to all inmate-patients onsite or through a local community provider.

Routine extraction of non-pathologic and/or asymptomatic erupted, partial erupted, partial impacted or complete impacted third molars are an excluded service.

Removal of third molars to prevent crowding or future pathology is an excluded service.

6. Endodontics.

All patients in custody of county detention centers with CFMG dental contracts shall be eligible to receive palliative endodontic therapy limited to upper and lower anterior teeth.

Endodontic services shall be performed in accordance with established criteria and within the specific guidelines of this section.

Palliative endodontic therapy-the procedure in which pulpal debridement is performed to relieve acute pain shall be provided to all inmate-patients.

Inmate-patients ***incarcerated for*** 12 months or greater are eligible to receive root canal therapy limited to upper and lower anterior teeth performed in accordance with established criteria and within the specific guidelines of this section. Eligibility for root canal therapy will be in accordance with their dental treatment plan, PI score, and with the approval of the treating dentist. Any routine root canal procedure that cannot be accomplished by CFMG dentist at MCJ will be referred to a contracted dentist in the outside facility.

Definition: Routine Root Canal Therapy is the procedure in which the pulpal chamber and canals undergo cleaning, shaping and obturation.

a. Endodontic procedures shall not be performed when extraction of the tooth is appropriate due to non-restorability, periodontal involvement or when the tooth can easily be replaced by an addition to an existing or proposed prosthesis in the same arch.

b. Endodontics, or root canal therapy, shall only be performed for an inmate-patient on the upper and lower six anterior teeth when all of the following conditions are met.

(1) The retention of the tooth is necessary to maintain the integrity of the dentition.

(2) The tooth has adequate periodontal support and a good prognosis for long- term retention and restorability.

(3) The patient is maintaining an acceptable level of oral hygiene, defined as a plaque index score of 20% or less, necessary to preserve the health of his or her oral cavity.

(4) The tooth is restorable using available restorative materials approved by the American Dental Association and does not require extensive restorative treatment including pin or post retained core build up and /or a crown.

(5) There is adequate posterior occlusion, either from natural dentition of a dental prosthesis to provide protection against traumatic occlusal forces.

(6) A local contract dentist will be available for referral when in the opinion of the treating dentist the procedure could be handled more predictably by an endodontic specialist.

c. A Consent for Root Canal Treatment Form must be completed by the dentist and signed by the patient and witness (dentist) prior to the provision of root canal treatment.

d. Apicoectomies, retrograde fillings, posterior root canal therapies, hemi-sections, root amputations and re-treatment of root canal therapies are excluded procedures.

7. Fixed Prosthesis (Crown and Bridge).

Fixed prosthetic services, (i.e., lab processed crowns and bridges), shall be considered an excluded service and shall not be routinely provided to patients by dentists employed by the CFMG.

Fixed prosthetics:

a. Shall not be utilized to restore missing or defective teeth if an

adequate restoration can be placed, (e.g., a stainless steel crown, polycarbonate crown, a bonded composite, or an amalgam with cuspal coverage), or if a removable partial denture can be fabricated to replace the missing teeth.

b. May be provided if all of the following criteria are met:

(1) The teeth involved in fixed prosthetic therapy have adequate periodontal support, with no mobility other than normally occurring physiologic movement.

(2) All Dental Priority 1 and 2 dental care has been completed prior to commencing fixed prosthetic treatment.

(3) The inmate-patient has demonstrated a PI score of 20% or less for two (2) consecutive months after the completion of all Dental Priority 2 dental care.

(4) The inmate-patient has a minimum of at least six (6) months of verifiable, continuous incarceration time remaining on his or her sentence.

c. Patients undergoing fixed prosthetics that are in progress but not completed at the time of their incarceration, shall have their dental needs met with CFMG authorized restorative materials and procedures only, (e.g., removable prosthetics, stainless steel crowns, polycarbonate crowns).

8. Implants

CFMG dentists shall not initiate the placement, completion, or repair of dental implants for patients.

a. A patient with dental implants begun but not completed at the time of his or her incarceration shall not have their dental implants completed by a CFMG dentist. The patient, at his/her own expense,

may request to be seen by a local licensed dentist, upon authorization by the county, to complete the implant treatment.

b. Patients shall be referred to a dental specialist experienced in the management and placement of dental implants (e.g. oral surgeon, periodontist, endodontist) to have a failing dental implant evaluated for possible removal.

9. Orthodontics

The MCJ dental clinic shall not initiate orthodontic procedures, (i.e., braces), or continue orthodontic treatment for inmate-patients incarcerated while in active orthodontic treatment.

a. Inmate-patients may request to have orthodontic bands/brackets removed by the CFMG dental department.

(1) CFMG shall not be held liable for changes to the inmate-patients' dentition once the orthodontic bands/brackets are removed and shall of orthodontic bands/brackets and discontinuation of their orthodontic treatment.

(2) CFMG shall not be held liable for changes to the inmate's dentition once the orthodontic bands/brackets are removed and shall obtain informed consent from all inmates who request removal of orthodontic bands/brackets and discontinuation of their orthodontic treatment.

(3) Every attempt shall be made to contact the treating orthodontist prior to removal of orthodontic bands or brackets.

(4) Removal of orthodontic bands/brackets and/or arch wires shall be at the discretion of the treating dentist.

(5) CFMG shall not be held liable for the replacement of orthodontic bands that are damaged or removed in the process of providing dental procedures on banded teeth.

XII. HEALTH RECORDS

CFMG is working toward implementing an Electronic Medical Record system (EMR) for use at the Monterey County Jail that will enhance the delivery of health care services. The EMR is being designed to try and accomplish the following:

1. ***The EMR will contain the complete medical record of each inmate at the MCJ.***

2. ***Health care staff will use the EMR to closely track all requests for health care including the date of submission, date of triage, date of evaluation, disposition and date of any necessary follow-up care.***

3. ***Health care staff will use the EMR to closely track all medications administered to an inmate including the name of the medication and dose required.***

4. ***The EMR will contain a catalog of all Standardized Nursing Procedures and the appropriate algorithm of care that must be followed and documented by the health care provider who is treating an inmate pursuant to the Standardized Nursing Procedure.***

5. ***The EMR will identify any inmates who require Chronic Disease Management and health care staff will use it to closely track the condition/s that need to be monitored, the nature of the treatment required and the frequency of any required follow-up care.***

CFMG is committed to implementing an Electronic Medical Record system at the Monterey County Jail. Until the EMR is implemented the following medical record procedures will apply.

A. Contents of Medical Record

The health record of an inmate contains the following items as applicable to his/her case:

1. The completed Receiving Screening form.
2. Health Inventory/Communicable Disease Screening forms.
3. Problem list.
4. All findings, diagnosis, treatments, dispositions.
5. Prescribed medications and their administration.
6. Laboratory, x-ray and diagnostic studies.
7. Consent and Refusal forms.
8. Release of Information forms.
9. Place and date of health encounters (time, when pertinent).
10. Health service reports (i.e., dental, psychiatric, and other consultations).
11. Hospital Discharge Summaries.
12. Jail Medical Record Summaries (transfer forms).
13. Individual treatment plan

B. Maintenance

All health services staff is responsible for maintaining current, accurate and legible medical records.

C. The physician-patient confidentiality privilege applies to the medical/psychiatric record. Access to the inmate's medical record is controlled by the Medical Director, CFMG.

1. Medical records shall be maintained in secure, locked storage cabinets within the medical unit.

2. Access to medical records shall be limited to licensed health services personnel and medical records personnel.

3. The health authority or his designee shall share information with the facility manager as necessary to deliver medical treatment and to preserve the health and safety of inmates and staff in accordance with state regulations.

4. All requests for medical information will require written consent of the inmates or subpoena.

5. Mental health, alcohol and drug abuse information is confidential under federal regulations and can be disclosed only by specific written consent of the inmate.

6. Release of information forms shall be processed by the program administrator or his/her designee.

D. Records Retention

Inactive medical records are to remain confidential and protected from destruction for a minimum of 7 years past the last health encounter. Retention of medical records of inmates that were pregnant during an incarceration shall be stamped to identify them as OB records and will be kept at a minimum of 25 years. CFMG will not be responsible for medical records destruction. Medical records which have been inactive three years will be returned to the County.

1. Inactive medical records are stored in a secure room designated for medical records.

2. Inactive medical records over three years will be returned to the County for storage.

3. Inactive OB records shall be stored separately from other inactive records in the storage area.

XIII. CFMG STAFFING PLAN

There shall be, at all times, sufficient staff to ensure compliance with the CFMG Implementation Plan. The CFMG Staffing Plan for the Monterey County Jail is attached hereto as Exhibit I. CFMG will ensure that staffing levels are sufficient to consistently and adequately fill all positions identified in the CFMG Staffing Plan. Relief factors for each position will be calculated into the staffing analysis to ensure staffing levels consistently meet requirements. CFMG will evaluate on an on-going basis its staffing levels to ensure that all staffing positions are filled and sufficient staff is employed to ensure compliance with the CFMG Implementation Plan.

EXHIBIT INDEX

Exhibit Index

Exhibit A	MCJ Medical Intake Questionnaire
Exhibit B	CFMG Intake Triage Assessment form
Exhibit C	Guide to Developmental Disabilities
Exhibit D	Nursing Psychiatric and Suicidal Assessment Form
Exhibit E	Health Inventory & Communicable Disease Screening Form
Exhibit F	CFMG Referral Form
Exhibit G	Suicide Risk Assessment Form
Exhibit H	CFMG ATD
Exhibit I	CFMG Staffing Plan

Exhibit A

Monterey County Jail Medical Intake Questionnaire

Arrestee Name _____ D.O.B _____ Booking # _____

Date: _____ Interviewed By: _____

Questions To Ask Arresting Agency:

1. Did a paramedic, EMT or other emergency medical personnel see or treat the arrestee prior to or during transportation to the jail? ☐ Yes ☐ No
2. Is the arrestee awake, talking and able to walk in without being assisted? ☐ Yes ☐ No
3. Is the arrestee being charged with sexual or physical abuse or murder of a child? ☐ Yes ☐ No
4. Was force used to complete and affect the arrest? ☐ ASP ☐ Taser ☐ OC ☐ Other: _____

Deputies Observations:

5. Does the arrestee appear to be under the influence of drugs or alcohol? ☐ Yes ☐ No
6. Are their visible signs of needle marks, jaundice, rash, lice or scabies? ☐ Yes ☐ No
7. Are there visible signs of trauma, wounds, illness, tremors or sweating? ☐ Yes ☐ No If yes describe below.

_____

8. Does the arrestee's behavior suggest a danger to self or others? ☐ Yes ☐ No If YES then describe below.

_____

9. Does the arrestee appear to have any disabilities, as in: Hearing, sight, developmental, cerebral palsy, epilepsy, autism or any physical disability? ☐ Yes ☐ No Describe below:

_____

Questions to ask Arrestee:

1. Have you suffered from a head injury in the past 3-Days? ☐ Yes ☐ No
   If yes, did the arrestee lose consciousness? ☐ Yes ☐ No
2. Were you involved in a traffic collision within the last 3-Days? ☐ Yes ☐ No
3. Have you had any serious illness or injury in the last 24-Hours? ☐ Yes ☐ No
   Describe: _____
4. Have you been seen in an emergency room in the last 24-Hours? ☐ Yes ☐ No

_____

5. Have you refused medical treatment from anyone within the last 24-Hours? ☐ Yes ☐ No
6. Are you currently under a doctor's care for medical or psychiatric reasons or have you ever had mental health counseling or treatment? ☐ Yes ☐ No _____
7. Have you been admitted to a hospital during the past five years? ☐ Yes ☐ No

_____

_____

8. Do you now or have you ever had:

☐ Tuberculosis	☐ High blood pressure	☐ Psychiatric Problems
☐ Unexpected weight loss greater then 5-Pounds	☐ HIV or AIDS	☐ Emphysema
☐ Fever, chills, night sweats	☐ Hepatitis	☐ Asthma
☐ Chronic fatigue or poor appetite	☐ Unexplained rash	☐ Chest Pains
☐ Cough greater then 3-weeks	☐ Venereal Disease	☐ Bloody Sputum
☐ Muscle aches, headaches or stiff neck	☐ Diabetes	☐ Cancer
☐ Seizures	☐ Heart Disease	☐ Traumatic Brain Injury

☐ Other contagious diseases or infectious conditions _____

9. Are you currently taking any prescribed medications? Yes ☐ No ☐
10. List medications brought in by arrestee or that arrestee states they are currently taking

_____

11. Do you wear glasses, contacts, dentures, hearing aids, or have a prosthesis? Describe:

_____

12. Do you regularly use any street drugs or drink alcohol? How often: _____ last used: _____
13. Do you have any withdrawal problems from either drugs or alcohol? ☐ Yes ☐ No
14. Do you have a history of suicidal attempts, thoughts or mental health issues? ☐ Yes ☐ No
15. Do you feel suicidal now? ☐ Yes ☐ No
16. Have you ever had problems with depression? ☐ Yes ☐ No
17. Are you feeling depressed now? ☐ Yes ☐ No
18. Have you ever been held in a medical facility for mental health issues-including a W & I 5150 hold? ☐ Yes ☐ No
19. Are you allergic to any food or medicine? ☐ Yes ☐ No _____
20. Are you on a specialized diet prescribed by a physician? ☐ Yes ☐ No _____
21. Have you experienced sexual victimization? ☐ Yes ☐ No
22. Are you currently receiving: ☐ Medi-Cal ☐ Medicare? Or have private insurance? _____
23. Were sick call procedures explained to the arrestee? ☐ Yes ☐ No

Females Only:

24. Are you now pregnant or have you been pregnant in the past 6-weeks, or given birth in the last 12-Months? ☐ Yes ☐ No _____
25. Are you currently taking birth control pills? ☐ Yes ☐ No _____

Disposition: (Check all that apply)

☐ Referred to Medical Staff at Intake ☐ Place in Isolation/single cell ☐ General Population

☐ Referred to Psychiatric ☐ Referred to classification for housing

Interpreter used ☐ Yes ☐ No Type of interpretation used _____

Arrestees Acknowledgment:

Sick call procedures have been explained to me Inmates Initials: ___ **Exhibit A**

I certify that all the information I have provided is complete and accurate to the best of my knowledge. Inmates Signature: _____

Exhibit B

CFMG
California Forensic Medical Group
INCORPORATED

INTAKE TRIAGE ASSESSMENT

Date: Time:	*Name:*
Previous Jail Record: ☐ No ☐ Yes	*AKA:*
When & Where:	*DOB:* *BKG#:*

CURRENT COMPLAINTS / MEDICAL HISTORY

Allergies:

MEDICATIONS

Under MD care: ☐ No ☐ Yes MD Name: Pharmacy:

Tel & Address: ☐ Medication verified:

Medication Name&Dosage	Last Use	MD Name	Pharmacy	Current Rx
				Yes ☐
				Yes ☐
				Yes ☐
				Yes ☐
				Yes ☐

CURRENT STATUS

Cooperative: ☐ No ☐ Yes LOC: A/O x ____ Pain scale (1 - 10):____ Other:

B/P: P: T: R: Pulse Ox *(if indicated)*: VS Deferred: ☐ Reason:

Gait: ☐ Steady ☐ Unstable Assist. Device: ☐ No ☐ Yes *What:* Pupils: ☐ Equal Size___ ☐ Reactive

Speech: ☐ Clear ☐ Slurred Skin : ☐ Warm & Dry ☐ Diaphoretic Chest Pain : ☐ No ☐ Yes SOB: ☐ No ☐ Yes

HA: ☐ No ☐ Yes Vertigo: ☐ No ☐ Yes Blurred Vision: ☐ No ☐ Yes Recent Head Injury: ☐ No ☐ Yes

☐ Signs of Trauma *What:*

Where:

Comments:

SUBSTANCE USE / ABUSE

UI (drugs/alcohol): ☐ No ☐ Yes Other:

Alcohol: ☐ Denies ☐ Yes Type:

Freq: Amt: Last Use:

☐ Hx W/D Type: Last Experienced:

Drugs: ☐ Denies ☐ Yes Type:

☐ PO ☐ IV ☐ IN ☐ Other Freq: Amt: Last Use:

☐ Hx W/D Type: Last Experienced:

Comments:

☐ ETOH W/D Protocol(see Doctor Order) ☐ Opiate Protocol (see Doctor Order)

DIABETES ASSESSMENT

Hx Diabetes: ☐ NIDDM ☐ IDDM Diet: _____ Date & Time Last Meal: _____ **BS** *(if indicated)*: _____

Insulin Type	Dose & Freq	Last Dose Taken

Oral Diabetic Agent	Dose & Freq	Last Dose Taken

PREGNANCY ASSESSMENT

Pregnant: ☐ No ☐ Yes HCG: ☐ neg ☐ pos Gravida: Para: LMP

Fetal Movement: ☐ No ☐ Yes Blurred Vision: ☐ No ☐ Yes Elevated B/P ☐ No ☐ Yes HA: ☐ No ☐ Yes

Weight Loss: ☐ No ☐ Yes Epigastric Pain: ☐ No ☐ Yes Edema ☐ No ☐ Yes N/V ☐ No ☐ Yes

Vaginal Discharge: ☐ No ☐ Yes Other: _____

Prenatal Care: ☐ No ☐ Yes Physician / Clinic: _____ Last Exam: _____

Substance Use / Abuse: ☐ **No** ☐ **Yes** (complete substance use section of form) **Methadone:** ☐ **No** ☐ **Yes**

Comments

☐ Pregnancy Protocol initiated *(See Doctor order sheet)*

SEXUAL ABUSE/ABUSIVENESS

History of sexual victimization? ☐ Yes* ☐ No History of sexual abusiveness? ☐ Yes* ☐ No

*Complete Sexual Abuse/Abusiveness Assessment Form

PLAN & COMMENTS

☐ ROI sent ☐ PSYCH Assessment *(See Form)* ☐ Chronic Care Protocol

REFERRAL

☐ Call OCP ☐ Next SC ☐ DDS category _____

☐ ED ☐ SC PRN ☐ MH / Psych Nurse Line

☐ MD SC on ☐ Other: _____

PLACEMENT

☐ House per classification ☐ Sobering Cell *(start "CIWA" log)*

☐ Safety Cell *(start "Safety/Sobering" log)* ☐ OPH / SH (Special Housing)

☐ Resp. Isolation ☐ LB/LT ☐ Other: _____

Staff Signature & Title *Date & Time*

RN / NP / PA / MD Co-Signature

Exhibit C

QUICK REFERENCE GUIDE TO DEVELOPMENTAL DISABILITIES

Name:_____ DOB:_____ Date:_____ BK #_____

Directions: Please have the inmate answer the following questions. Indicate the inmate's response in the appropriate box.

		Yes	No
1)	I have a reading problem?	☐	☐
2)	When I went to school, I was in classes for "slow learners"	☐	☐
3)	I have been told I am mentally retarded.	☐	☐
4)	I get seizures (Epilepsy).	☐	☐
5)	Do you have a disability?	☐	☐

Ask the following questions. Please document the inmate's response.

How many months are in one year? _____

What time is it? (Show inmate your watch or a clock on the wall)

Was the answer correct? Yes ☐ No ☐

Calculate the values of the following coins?

The following items when present may indicate that an individual may have a developmental disability:

Yes ☐ No ☐ The person is slow in answering questions.
Yes ☐ No ☐ The inmate has a difficult time following more then one direction at a time.
Yes ☐ No ☐ The inmate has difficulty recalling his/her full name, address, phone number, ect..
Yes ☐ No ☐ The inmate is unable to read a sign on the wall, the clock, or sign his/her name to a form.
Yes ☐ No ☐ The inmate is unable to identify or count various coins correctly.
Yes ☐ No ☐ The inmate states that he/she is a slow learner, was placed in special classes in school, and / or attended a workshop or job training for the handicapped
Yes ☐ No ☐ The inmate is in possession of a card / ID card from a "Regional Center".
Yes ☐ No ☐ The inmate states he/she resides in a "group home" or "facility".
Yes ☐ No ☐ The inmate's speech is unclear.
Yes ☐ No ☐ The inmate's motor coordination is poor.
Yes ☐ No ☐ The inmate has seizures and is on medication for seizure control.

Medical Disposition:

Protective Custody ☐ Safety Cell ☐ Custodies Discretion ☐

CVRC (Central Valley Regional Center) Contacted? Yes ☐ No ☐ (If No, copy form and forward to Program Manager)

Nurse Signature:_____ Date:

Exhibit D

CFMG
California Forensic Medical Group
INCORPORATED

NURSING ASSESSMENT OF PSYCHIATRIC & SUICIDAL INMATE

Date: Time:

Previous Jail Record: ☐ No ☐ Yes

When & Where:

Name _____ *DOB* _____ *BKG#* _____

ALLERGIES:

CURRENT STATUS

Cooperative: ☐ No ☐ Yes VS Deferred: ☐ No ☐ Yes *Reason:*

B/P: **P:** **T:** **R:** **LOC: A/O x** _____

UI (drugs/alcohol): ☐ No ☐ Yes Speech: ☐ Non-Verbal ☐ Clear ☐ Slurred ☐ Mumbles ☐ Rapid/Pressured

Gait: ☐ Steady ☐ Unstable Eye Contact: ☐ Good ☐ Poor Thought Process Organized: ☐ No ☐ Yes

Other:

Medical Problems ☐ No ☐ Yes If yes and new inmate, complete intake triage assessment.

MOOD & AFFECT

Depressed/Tearful ☐ No ☐ Yes	Angry/Hostile ☐ No ☐ Yes	Labile/Manic ☐ No ☐ Yes
Flat ☐ No ☐ Yes	Other:	

HALL & DEL

Auditory Halluc ☐ No ☐ Yes	Visual Halluc ☐ No ☐ Yes	Other Halluc:
Grandiose Delusions ☐ No ☐ Yes	Paranoid Delusions ☐ No ☐ Yes	Other Delusions:

MEDICAL & PSYCHIATRIC HISTORY

Under psychiatrist care: ☐ No ☐ Yes

Dx:

MD Name: *Dates:*

Tel & Address:

Hospital(s): *Dates:*

Reason:

Hospitalizations: ☐ No ☐ Yes

Medications ☐ No ☐ Yes

Pharmacy:

Medication Name:	*Dose*	*Freq.*	*Last Dose*

SUBSTANCE USE & ABUSE

Alcohol: ☐ Denies ☐ Yes Type: _____

Freq: *Amt:* *Last Use:* ☐ *Hx W/D*

Drugs: ☐ Denies ☐ Yes Type: _____

☐ *PO* ☐ *IV* ☐ *IN* ☐ *Other*___ *Freq:* *Amt:* *Last Use:* ☐ *Hx W/D*

SUICIDALITY

Past Suicidal Ideation: ☐ No ☐ Yes

Past Suicidal Gesture / Attempt ☐ No ☐ Yes *When:* *How:*

Current Suicidal Ideation ☐ No ☐ Yes *Plan:*

Past Homicidal Ideation: ☐ No ☐ Yes Current Homicidal Ideation: ☐ No ☐ Yes *Who/Plan:*

IMPRESSION: **Inmate is currently at risk to harm self or other(s)** ☐ No ☐ Yes

RECOMMENDATIONS

☐ Inmate to be placed / remain on **Suicide Watch** (HOUSE IN SAFETY CELL or OBSERVATION CELL)

☐ Other: _____

☐ Inmate to be housed per classification ☐ Inmate to follow up psychiatric evaluation

COMMENTS

For other ORDERS & REFERRAL, refer to Doctor's Order Sheet

MD notified ☐ *No* ☐ *Yes* *MD Name* _____ *Dat*

Exhibit E

CFMG
California Forensic Medical Group
INCORPORATED

HEALTH INVENTORY & COMMUNICABLE DISEASE SCREENING

Date:_____ Facility:_____

Name:_____ DOB:_____ Booking #:_____
AKA:_____ Date Booked:_____ Release Date:_____
Most recent incarceration: Where:_____ When:_____

Private MD:_____ Phone#:_____
Address:_____ City:_____ State:_____ Zip:_____
Insurance: Yes____ No____ Company:_____ Policy#_____

Past Hospitalizations: None [ ]

Date/Age	Reason	Treatment	Where

Major Injuries/Accidents: None [ ]

Date/Age	Cause/Type of Injury	Treatment	Where

Substance Use: Denies any [ ]

X		Type/how used	How much	How often	How long	Last use	Withdrawal?
	Alcohol						
	Cannabis						
	Heroin						
	Cocaine						
	Amphetamine						
	Prescription Drugs						
	Hallucinogens						

Communicable Diseases

Ever Had?	Yes (x)
Chickenpox	
Measles	
Mumps	
Hepatitis (Type)	

Sexual Abuse/Abusiveness

	Yes	No
History of sexual victimization?	[ ]*	[ ]
History of sexual abusiveness?	[ ]*	[ ]
Previously assessed this incarceration?	[ ]**	[ ]

*Refer to Sexual Abuse/Abusiveness Assessment Form.
**Review chart for current assessment/treatment/reporting documentation; follow up as indicated.

CFMG-HICD-2

Allergies/Reaction: _____

Sex: ____ Race: ____ Ht: ____ Wt: ____ Temp: ____ P ____ R ____ BP ____ PAIN (0/10) ____

(x) Yes

PROBLEM	SELF	FAM HX	PROBLEM	SELF	FAM HX
1. Vision			24. Diabetes		
2. Hearing			25. Kidney		
3. Dizziness			26. Bladder/bowel		
4. Blackouts			27. Lice/scabies		
5. Seizures			28. STD		
6. Headaches			29. Skin		
7. Thyroid			30. Muscle/joint		
8. Dental			31. Wound/burn		
9. Asthma			32. Fractures		
10. Hayfever			33. Ambulation		
11. Pneumonia			34. Special need		
12. COPD			35. Other		
13. Heart			(Female only)		
14. Hypertension			Menses: Freq ____ Duration ____		
15. Anemia			Date LMP ____		
16. Sickle Cell			Pregnant? ____ # weeks ____ EDC ____		
17. Stomach pain			G P A		
18. Heartburn			Recent AB? Date ____ Where ____		
19. Ulcer			Last PAP test ____ Result ____		
20. Vomiting			Birth control ____		
21. Cancer					
22. Gallbladder					
23. Liver					
☐ DENIES ALL			36. GYN Problem?		

STD SUPPLEMENTAL

	Yes	No
1. Diagnosed with STD in past 6 months?	[ ]	[ ]
2. Any sexual contacts in the past 3 months diagnosed with STD?	[ ]	[ ]
3. Recently had any of the following:		
Pain / burning with urination?	[ ]	[ ]
Discharge from penis / vagina?	[ ]	[ ]
Genital sores, blisters, ulcers?	[ ]	[ ]
Unexplained rash on large area of body?	[ ]	[ ]
Lower abdominal pain?	[ ]	[ ]
4. Unprotected sex with more than 2 people 3 months?	[ ]	[ ]
5. In past 6 months, worked as or had sex with a prostitute?	[ ]	[ ]
6. If NO to all the above, do you still think you might have STD?	[ ]	[ ]

VDRL/CT/GC (circle)
Ordered _____ date Done _____ date

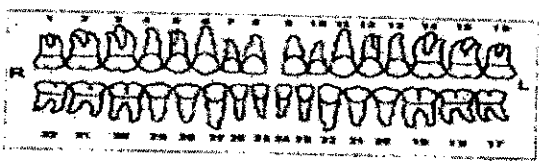
MENTAL HEALTH

	Yes	No
History of suicide attempt?	[ ]*	[ ]
Suicidal thought now?	[ ]*	[ ]
History of mental health treatment	[ ]	[ ]
History Psych hospitalization?	[ ]	[ ]

Diagnosis _____
*Complete suicide assessment form.

PROB #	COMMENTS

Dental screening comments: _____



Refer to: RN [ ] NP/PA [ ] MD [ ] Psych [ ] DDS [ ]

Reviewed By: _____ Date _____

Interviewed By: Date: _____
X

Inmate Signature: Date: _____
X

Exhibit F

CFMG
California Forensic Medical Group
INCORPORATED

CFMG, INC.
MEDICAL REFERRAL FORM

SEND BILLS TO:

CFMG, INC.
Cannery Row Park Plaza
300 Foam Street, Suite B
Monterey, CA 93940

DATE _____
PATIENT'S NAME _____ DOB: _____
LOCATION: MAIN JAIL _____
REASON FOR REFERRAL _____

TYPE OF REFERRAL:

EMERGENCY ROOM _____
HOSPITAL CLINIC VISIT _____
OFF-SITE SPECIALIST _____
X-RAY VISITS _____
MEDICAL INPATIENT _____

TYPE OF CUSTODY:

INMATE IS TO BE MAINTAINED:
WITH GUARD _____
WITHOUT GUARD _____
RETURN TO COUNTY JAIL _____

INSURANCE INFORMATION

NAME OF INSURED: _____
NAME OF INSURANCE CARRIER: _____
ADDRESS: _____ CITY _____ STATE _____
ZIP: _____ PHONE: _____
POLICY # _____ GROUP # _____

RECOMMENDATIONS TO REFERRING AGENCY:

1) TREATMENT _____

2) RECOMMENDATION FOR FOLLOW-UP TREATMENT _____

_____
PHYSICIAN

_____
CFMG, INC. MEDICAL STAFF

Cannery Row Park Plaza
300 Foam St., Bldg. B
Monterey, CA 93940
Phone (831) 649-8994
FAX (831) 649-8286

Exhibit G

Suicide Prevention Assessment Form

Name_____ DOB_____

AKA_____ ID#_____

QUESTIONS	YES	NO
1. Do you have serious problems that worry you?		
Serious health or money problems?	1	0
Family or relationship problems (children, parents, significant other)?	1	0
Problems in the jail? Other serious problems (drugs/alcohol)	1	0
2. Have you experienced any of the following in the past year?		
Loss of relationship?	1	0
Loss of job or income?	1	0
Loss of housing?	1	0
Death in the family?	1	0
3. Have you ever seriously considered suicide?	1	0
Are you thinking of killing/harming yourself now?	1	0
What do you think you might do?		
Lethal plan or refuses to answer _____	2	0
4. Have you ever tried to kill yourself?	2	0
Were you hospitalized?	1	0
Has anyone in your family committed suicide?	1	0
5. Do you have communication with friends? Family?	0	1
Will anyone visit you in jail?	0	1
Will family/friends put money in your account?	0	1
6. What are your plans for the future? (Prison or no plans = 1)	0	1
Will you have employment, school or financial resources?	0	1
Do you have a place to live? Chemical dependency program?	0	1
7. Signs of depression:		
Withdrawn, sad, tearful, psychomotor retardation, other _____	1	0
Does not want to talk; halting or slowed speech	1	0
Feels hopeless	3	0
8. Signs of psychosis or impaired reality contact:		
Agitated, responds to internal stimuli or is pressured	1	0
Delusional or paranoid thoughts or bizarre thoughts/behavior	1	0
9. Charges are serious	1	0
Charges include murder, attempted murder, rape, kidnapping, mayhem, child molest, domestic violence or other serious offenses	2	0
Charges involve a child/minor or family member	1	0

QUESTIONS	YES	NO
10. What will (or has) happen to you if convicted?		
Expect sentence of at least 90 days?	1	0
Expect to be sent to prison?	1	0
Expect more than 3 years?	1	0
11. Arresting/transporting officer reports that:		
Arrestee may be at risk of self-harm/suicide	1	0
Arrestee made suicide threat	1	0
12. Inmate is under the influence of alcohol and/or drugs	2	0
13. Inmate anticipates problems with withdrawal	2	0
14. Inmate is dependent on alcohol and/or drugs	2	0
15. Inmate has a position of respect in the community	1	0
16. Inmate feels embarrassed, ashamed or humiliated	2	0
17. Inmate is anxious, afraid or angry	1	0
18. Inmate is impulsive or unable to cope with jail (e.g. first arrest)	1	0
19. Inmate has significant health problems	1	0
20. Prior records suggest suicide risk	1	0
21. Inmate has history of mental health treatment or counseling	2	0
22. Inmate has a serious mental disorder	2	0
23. Inmate is male = 2 female = 0	2	0
Total Points		

Suicide risk level is determined by clinical evaluation of the inmate. A higher number of points suggests a higher risk level. Protective factors such as supportive relationships and positive future plans may reduce the risk level. Assign a higher risk level if you are unable to obtain sufficient information to complete the assessment. The risk level can be reduced when you acquire additional information that indicates a lower risk.

No Precautions Minimal Risk Moderate Risk High risk Acute risk

Comments:

Clinician: _____ Date: _____

Exhibit H

CFMG
California Forensic Medical Group
INCORPORATED

_____ County _____ Program Manager

Aerosol Transmissible Diseases (ATD) Plan Implementation Checklist

1. ADMINISTRATION	Complete	Date
A. COORDINATION/COLLABORATION WITH CUSTODY MANAGEMENT		
1. Intake screening/referral		
2. Housing for suspect/confirmed cases		
3. AIIR monitoring and maintenance		
4. Staff protection/post exposure follow up		
5. Movement (in facility; out of facility)		
6. Signage		
7. P&P and practice development/modification		
8. Surge Plan development/coordination		
B. COORDINATION/COLLABORATION WITH LOCAL HEALTH DEPARTMENT		
1. Reporting/notification		
2. Post exposure surveillance/follow up		
3. Surge response planning		
C. ARRANGEMENTS/PLAN FOR OFFSITE ISOLATION ROOM IF NONE AVAILABLE ONSITE		
D. DEVELOPMENT/MODIFICATION OF POLICIES, PROCEDURES AND PRACTICE		
E. SOURCING, PROCUREMENT AND MAINTENANCE OF SUPPLIES/VACCINES		
F. CASE IDENTIFICATION FOLLOW UP		
G. EXPOSURE FOLLOW UP		
H. DOCUMENTATION		
2. CFMG EMPLOYEES		
A. TRAINING (INITIAL/ANNUAL)		
B. VACCINATIONS (NEW HIRES/EXISTING STAFF)		
C. TB SCREENING (UPON HIRE/ANNUAL)		
D. PPE		
1. Respiratory (filtering face pieces (N95))		
a. Medical evaluation		
b. Respiratory fit testing		
c. Use and disposal		
2. Contact precautions (face shields, glasses, gloves, gowns)		
E. POST EXPOSURE		
3. PATIENT/INMATE/MINOR		
A. INTAKE SCREENING (additional ATD screening questions)		
B. 14 DAY HEALTH INVENTORY/96 HOUR HEALTH APPRAISAL/SICK CALL SCREENING		
C. HOUSING PLAN (temporary source control pending transfer to isolation capable facility; in house airborne isolation [AIIR])		
D. MASKING		
E. MOVEMENT		

4. FACILITY	Complete	Date
A. SIGNAGE PROCURED AND IN PLACE		
1. Respiratory hygiene/cough etiquette		
2. Hand washing		
3. Patient room door signage (Respiratory, Droplet/Contact Precautions)		
B. RESPIRATORY HYGIENE KITS ASSEMBLED AND SITED WITHIN THE FACILITY		
1. Content: waterless hand sanitizer, disposable surgical masks, tissues, disposal container		
2. Location: booking, all medical exam/treatment areas		
3. Procedure for maintenance/resupplying		
C. AIIR USE PROCEDURES		
1. Staff entry procedures		
2. Visitors (professional/family)		
3. Inmate/minor movement (within and outside facility)		
4. Length of isolation		
5. Procedures for doors and windows of isolation room		
6. AIIR Occupancy Log		
D. AIIR: MAINTENANCE, TESTING AND DISINFECTING		
1. Facility manager's responsibility to repair/maintain per manufacturer & regs		
2. Guidelines for inspection, performance testing and maintenance by facility manager		
3. Procedures for monitoring documentation requirements, responsibility, records retention		
4. Requirements for number of air exchanges and air exhaust for AIIR		
5. Procedure for notifying local Health Department if no AIIR available		
6. Procedures for staff/inmate worker, disinfecting and laundry of AIIR		
7. Sample monitoring logs		

Exhibit I

MONTEREY COUNTY JAIL STAFFING PLAN

POSITION	S	M	T	W	T	F	S	HRS	FTE	FAC
Program Manager		8-4	8-4	8-4	8-4	8-4		40	1	Jail
Director of Nursing		8-4	8-4	8-4	8-4	8-4		40	1	Jail
RN	7-3	7-3	7-3	7-3	7-3	7-3	7-3	56	1.4	Jail
RN	7-3	7-3	7-3	7-3	7-3	7-3	7-3	56	1.4	Jail Booking
PA/FNP		7-3	7-3	7-3	7-3	7-3		40	1	Jail
PA/FNP		7-3	7-3	7-3	7-3	7-3		40	1	Jail
LVN	7-3	7-3	7-3	7-3	7-3	7-3	7-3	56	1.4	Jail
LVN	7-3	7-3	7-3	7-3	7-3	7-3	7-3	56	1.4	Jail
PSYCH RN/LCSW		7-3	7-3	7-3	7-3	7-3		40	1	Jail
PSYCH RN/LCSW	7-3	7-3		7-3	7-3		7-3	40	1	Jail
Medical Record Supervisor		7-3	7-3	7-3	7-3	7-3		40	1	Jail
Clerk		7-3	7-3	7-3	7-3	7-3		40	1	Jail
CNA/MA	7-3	7-3	7-3	7-3	7-3	7-3	7-3	56	1.4	Jail
CNA/MA	7-3	7-3	7-3	7-3	7-3	7-3	7-3	56	1.4	Jail
LVN	[illegible]							56	1.4	Jail
RN	[illegible]							56	1.4	Jail
RN	[illegible]							56	1.4	Jail
RN	[illegible]							56	1.4	Jail Booking
LVN	[illegible]							56	1.4	Jail
LVN	[illegible]							56	1.4	Jail
CNA/MA	[illegible]							56	1.4	Jail
CNA/MA	[illegible]							56	1.4	Jail
RN	11-7	11-7	11-7	11-7	11-7	11-7	11-7	56	1.4	Jail
RN	11-7	11-7	11-7	11-7	11-7	11-7	11-7	56	1.4	Jail
RN	11-7	11-7	11-7	11-7	11-7	11-7	11-7	56	1.4	Jail
LVN	11-7	11-7	11-7	11-7	11-7	11-7	11-7	56	1.4	Jail Booking
LVN	11-7	11-7	11-7	11-7	11-7	11-7	11-7	56	1.4	Jail
CNA/MA	11-7	11-7	11-7	11-7	11-7	11-7	11-7	56	1.4	Jail
Medical Director/ Physician	40 hours To Be Determined							40	1	Jail
Psychiatrist	40 hours To Be Determined							40	1	Jail
Dentist	12 hours To Be Determined							12	0.3	Jail
Dental Assistant	12 hours To Be Determined							12	0.3	Jail
Physician On-Call	24 hours a day, seven days a week									Jail
Psychiatrist On-Call	24 hours a day, seven days a week									Jail

Days
[illegible]
Nights

EXHIBIT D

California Forensic Medical Group
Term: 01/01/2018 to 12/31/2021
EXHIBIT D PAGE 1

Hernandez v. County of Monterey, No. 05:13-2354 PSG

COUNTY IMPLEMENTATION PLAN

All correctional staff will receive training through staff briefings on any new requirements or procedures imposed by the Implementation plan, including training on use of sobering and safety cells. The CMFG Implementation plan is designed to be used in concert with the County's Implementation plan. To avoid unnecessary duplication, the County defers to CFMG's Implementation plan in the provision of medical and mental health care. If there are any inconsistencies between the plans, the inconsistencies between the plans shall be resolved through a meet and confer process which shall include a representative from CFMG, the Monterey County Office of the Sheriff, and the Monterey County Office of the Public Defender.

Counseling, training, or appropriate discipline may ensue from failure to comply with the implementation plan provisions. The offer of this implementation plan is contingent upon approval by the Monterey County Board of Supervisors. Unless otherwise specified, the County will begin adherence to the Implementation Plan upon its approval by the Court. Custody staff will be trained on the requirements of the Implementation Plan and the Settlement Agreement.

The Plan, combined with the settlement agreement, address all of the issues raised in the settlement agreement by Plaintiffs, as they relate to the policies, procedures, trainings, and physical changes within the Monterey County jail, pursuant to the Settlement Agreement. The County Implementation Plan and the Settlement Agreement represent the totality of the County's obligations to perform such changes.

I. Annual Review and Performance-Based Goals and Objectives

a. *Purpose and Scope*

The Monterey County Sheriff's Office is dedicated to the concept of continuous improvement in the services provided on behalf of the public and in accordance with applicable laws, regulations and best practices in the operation of this facility. The Monterey County Sheriff's Office shall strive to continually improve the operation of its facilities to ensure they are safe, humane and protect inmates' constitutional and statutory rights. To this end the Sheriff's Office shall conduct an annual review to evaluate its progress in meeting stated goals and objectives.

b. Annual Reviews

The custody management team will conduct an annual management review of minimally the following:

1. Statutory, regulatory and other requirements applicable to the operation of the facility.
2. Lawsuits and/or court orders.
3. Office policies, procedures, directives and post orders that guide the operation of the facility.
4. Compliance with internal/external inspections of the facility.
5. Condition of the physical plant, infrastructure and maintenance efforts.
6. Cleanliness of the facility.
7. Inmate profiles and trends that measure:
    a. Inmate population (Average Daily Population)
    b. Inmate population by gender
    c. Highest one-day count
    d. Bookings/releases
    e. Percentage of male inmates
    f. Percentage of female inmates
    g. Juveniles in custody
    h. Felony inmates in custody
    i. Misdemeanor inmates in custody
    j. Pretrial population
    k. Sentenced population
    l. Meal counts (regular, medical, court meals)
    m. Early releases
    n. Alternative-to-incarceration participants
    o. Special needs inmates
    p. Classification issues
    q. Inmate grievances (founded/denied)
    r. Demographics (age, race, gang affiliation)
    s. Court movement
8. Security issues that include:
    a. Inmate-on-inmate assaults
    b. Inmate-on-staff assaults
    c. Major disturbances
    d. Deaths in custody (natural/suicide/homicide/accidents)
    e. Suicide attempts
9. Inmate programs including:
    a. Education
    b. Commissary
    c. Drug and alcohol programs
    d. Faith-based services

c. *Management Review Process*

The management team may employ several methods to assess performance, including the following:

1. Performance analysis - Performance analysis attempts to discover discrepancies between the expected and actual levels of performance. This analysis should focus on whether the practices in this facility are meeting the mission of the Office and whether office policies and procedures are in alignment with statutes, regulations and court orders.

2. One-to-one interviews - Scheduled interviews with custody staff, held in private to encourage candid responses, to help identify issues or conditions that should be targeted for review or correction.

3. Staff debriefing - Staff should be periodically debriefed, especially after an emergency operation or incident, to identify aspects of facility operations that may need to be addressed by the Chief Deputy or Captain of Corrections Bureau and supervisors.

4. Inspection findings - The Office is subject to a variety of administrative inspections (standard-setting authorities, command staff, grand jury, jail advocates). These annual inspections should be used to identify ongoing issues in the operation of this facility.

d. *Management Review Results*

A complete report of the review results should be submitted to the appropriate level in the chain of command for final approval. The results of management reviews should be used in the ongoing process of continuous improvement. They should be used to direct changes in the operation of this facility or to identify successful operations that might be replicated in other areas of the facility. They should not, however, include specific identifying information of incidents or involved individuals.

II. Intake Screening

Upon arrival at the Monterey County jail every inmate shall receive an Initial Health Assessment by the intake nurse to determine whether the inmate should be excluded from the facility on medical or mental health grounds. Upon acceptance into the jail, all inmates will be screened by the intake nurse for urgent medical, mental health and dental needs. The intake

nurse will have access to an inmate's medical records if the inmate has been previously incarcerated in the Monterey County jail.

Upon arrival at the Monterey County jail, all inmates shall be assessed by the intake nurse as to whether they require any assistive devices due to a physical or mental disability. Medical Treatment Orders outlining any required accommodations shall be generated at intake and entered into the County's TracNet system.

Upon intake, the intake nurse may issue such equipment as needed to accommodate an inmate's needs such as wheelchairs, canes, disability identifying vests, etc.

Upon intake, medical staff will consult with custody staff concerning classification in general, but also as to whether the inmate should be placed in a sobering cell or safety cell. Should there be a disagreement as to whether an inmate should be placed in a safety or sobering cell, the on-duty sergeant will be contacted in an attempt to reach an agreement. If a dispute still exists as to the placement of an inmate, an on-call commander will be contacted. The on-call commander will have final decision-making authority as to placement. However, any time there is a disagreement between medical and custody staff as to placement of an inmate in a safety or sobering cell, a report outlining the reasons for disagreement will be generated by the on-duty sergeant. These reports will be reviewed on a monthly basis by the Operations Commander, who will meet with the medical director when necessary to identify any systemic disagreements or issues. Custody staff will be briefed at staff briefings as to any changes which need to be made or issues that are identified as a result of the meeting between the Operations Commander and medical director.

Medical staff shall be promptly contacted and consulted at any time an inmate is placed in a safety or sobering cell. Withdrawal from alcohol or drugs can become a life-threatening condition requiring professional medical intervention. It is the policy of the Office of the Sheriff to provide proper medical care to inmates who suffer from drug or alcohol overdose or withdrawal. Staff shall respond promptly to medical symptoms presented by inmates to lessen the risk of a life-threatening medical emergency and to promote the safety and security of all persons in the facility. Custody staff should remain alert to signs of drug and alcohol overdose and withdrawal, which include, but are not limited to, sweating, nausea, abdominal cramps, anxiety, agitation, tremors, hallucinations, rapid breathing and generalized aches and pains. Any staff member who suspects that an inmate may be suffering from overdose or experiencing withdrawal symptoms shall promptly notify the appropriate medical staff.

III. Safety Cell and Sobering Cell Monitoring

A safety check for inmates in safety and sobering cells, consisting of direct visual observation that is sufficient to assess the inmate's well-being and behavior, shall occur twice every 30 minutes. Each time a deputy or sergeant conducts a welfare check it shall be documented in the welfare check log. A sergeant shall verify whether deputies are completing

their checks, at least one time per shift. The sergeants will initial the welfare check logs to indicate that they have reviewed the welfare check log, at least one time per shift. Spot checks for compliance will be conducted by the Compliance Sergeant at least once per week. Once a month, the Compliance Sergeant will track his findings through a report which will be sent to the Jail Operations Commander. Any deputy or sergeant who demonstrates consistent difficulty in adhering to welfare check log requirements will be subject to additional training and/or disciplinary action at the discretion of their supervisor.

Unless contraindicated by security and safety needs, inmates who are in a safety cell for more than 14 hours will receive a mattress or safety sleeping bag between the hours of 11:00 p.m. and 7:00 a.m. The Operations Commander will ensure that a sufficient number of safety sleeping bags for use are available.

Inmates in sobering cells may have access to mattresses at the discretion of custody staff. Mattresses have been and will continue to be available in the intake and receiving area for this use. The Operations Commander will ensure that a sufficient number of mattresses for use are available.

IV. Custody Staffing Plan

There shall be, at all times, sufficient staff designated to remain in the facility for the supervision and welfare of inmates, to ensure the implementation and operation of all programs and activities as required by Title 15 CCR Minimum Jail Standards, to respond to emergencies when needed, and to comply with the County and CFMG's implementation plans, including any need to escort an inmate to a hospital, psychiatric facility or other health care provider. Such staff must not leave the facility while inmates are present and should not be assigned duties that could conflict with the supervision of inmates (15 CCR 1027).

The Sheriff or the authorized designee shall complete an annual comprehensive staffing analysis to evaluate personnel requirements and available staffing levels. The staffing analysis will be used to determine staffing needs and to develop staffing plans. The Chief Deputy or Captain of Corrections Bureau, in conjunction with the PREA coordinator, should ensure that staffing levels are sufficient to consistently and adequately fill essential positions, as determined by the staffing plan (28 CFR 115.13). Relief factors for each classification and position should be calculated into the staffing analysis to ensure staffing levels will consistently meet requirements. Staff should be deployed in an efficient and cost-effective manner that provides for the safety and security of the staff, inmates and the public.

The Custody Staffing Plan for the Monterey County Jail is attached hereto as Exhibit A. The parties agree that the positions and posts outlined in the custody staffing plan may upon exigent or unique circumstances be altered to address particular situations within the Monterey County jail. A report will be generated by the Jail Operations Commander each time there is a systemic

divergence from the attached staffing plan. Any systemic issues with staffing will be brought to the attention of the Chief Deputy of Corrections or Captain of Corrections Bureau.

V. Mental Health Care

All correctional staff will receive training through staff briefings on any new requirements or procedures imposed by the Implementation plans. All new correctional staff will receive training on the requirements imposed by the Implementation plans.

a. *Safety and Sobering Cells*

The policies addressing safety and sobering cells are attached hereto as Exhibit B. They are to be read in conjunction with the implementation plan enumerated herein. Placement of an inmate in a safety or sobering cell, whether it be from housing or upon intake, should be in concert with medical staff. A qualified medical professional will see an inmate within one hour of placement in a sobering cell. Inmates will be released from a sobering cell upon clearance by medical staff. Should there be a disagreement as to whether an inmate should be placed in a safety or sobering cell or released from a safety or sobering cell; the on-duty sergeant will be contacted in an attempt to reach an agreement. If a dispute still exists as to the placement of an inmate, an on-call commander will be contacted. The on-call commander will have final decision-making authority as to placement. However, any time there is a disagreement between medical and custody staff as to placement of an inmate in a safety or sobering cell, a report outlining the reasons for disagreement will be generated by the on-call sergeant. These reports will be reviewed on a monthly basis by the Operations Commander, who will meet with the medical director when necessary to identify any systemic disagreements or issues. Custody staff will be briefed at staff briefings as to any changes which need to be made or issues that are identified as a result of the meeting between the Operations Commander and medical director.

Medical staff shall be promptly contacted and consulted at any time an inmate is placed in a safety or sobering cell.

Safety cells shall be cleaned whenever there is a change in the inmate housed in the cell in addition to the regular cleaning schedule. Sobering cells shall be cleaned on a regular cleaning schedule. Custody staffing will be maintained to allow medical staff to enter the sobering cells to make vital checks.

CFMG is responsible for developing individual treatment plans for those inmates suffering from mental illnesses. In the case of an inmate who is placed in a safety cell because of risk of suicide, CFMG may make the medical decision to transfer that inmate to an appropriate in-patient mental health facility. Depending on CFMG's assessment of the level of suicide risk for an inmate, the inmate may also be placed in the OHU, a transition cell in administrative segregation, administrative segregation, or in general population. CFMG will make the decision to release an inmate from a safety cell when the inmate was originally placed in a safety cell

because of risk of suicide. CFMG will inform classification through medical treatment orders as to any classification issues an inmate has due to a mental illness. CFMG and custody will review the appropriateness of an inmate's placement in a safety cell because of risk of suicide at least once every twelve hours.

For any inmate who has been housed in a safety cell for 24 consecutive hours, custody shall promptly begin processing the inmate for transfer to either an appropriate in-patient mental health facility or the Natividad Medical Center emergency room for assessment. It is recognized that on occasion there may be exigent circumstances which prevent compliance with these requirements. If such circumstances occur, a memo detailing the circumstances shall be written and directed to the Custody Operations Commander or Captain of Corrections Bureau.

For any inmate who has been housed in a sobering cell for 24 consecutive hours, custody shall promptly begin processing the inmate for transfer to Natividad Medical Center emergency room for assessment. It is recognized that on occasion there may be exigent circumstances which prevent compliance with these requirements. If such circumstances occur, a memo detailing the circumstances shall be written and directed to the Custody Operations Commander or Captain of Corrections Bureau.

b. *Restraint Chairs*

The policies addressing the use of restraint chairs are attached hereto as Exhibit C. Use of a restraint chair will be documented in an observation log which will be reviewed and signed by a supervisor. Inmates shall not be placed in a restraint chair for longer than six consecutive hours.

Deputies shall attempt to remove restraints at least once an hour to allow inmates to exercise their arms and hands in a range of motion exercise (to prevent circulatory problems). A shift supervisor and medical staff shall oversee the exercise. If unsuccessful in allowing inmates to exercise their arms and hands in a range of motion exercise, safety staff shall explain on the observation log why extremities could not be exercised and a shift supervisor shall be notified.

On a monthly basis, the compliance sergeant will audit one incident of use of a restraint chair, if any existed in that month, to determine if proper documentation has been maintained to show the policies attached as Exhibit C have been followed. The report will be sent to the Jail Op Commander. Consistent failure to adhere to the policies attached as Exhibit C may result in additional training and/or discipline.

c. *Classification*

Inmates shall not be placed in administrative segregation solely because of having a mental illness. Classification is to assess a totality of factors when assigning inmates to administrative segregation units. The goal of the County is to limit the use of administrative segregation for inmates with mental illnesses.

All inmates arriving at the jail will be screened for mental illnesses and suicide risk by the intake nurse. Medical staff will inform classification through medical treatment orders as to any classification issues an inmate has due to a mental illness or any other medical issue. Medical staff will also convey any opinions they may have on the best housing for an inmate. Inmates being moved from general population to an administrative segregation cell will be screened for suicide risk within 24 hours of placement.

Classification shall review the placement of inmates in administrative segregation at least once a month and consult medical staff concerning each inmate's progress toward the goal of placing the inmate in general population.

d. *Planned Use of Force*

Medical and mental health staff shall be consulted before any planned use of force on an inmate. Custody staff in concert with medical staff will develop the most effective and appropriate means of imposing compliance with rules and regulation, including attempts at de-escalation. It is understood that it is the goal of custody staff to use the least amount of force necessary to ensure compliance with rules and regulations. Planned use of force will only be used after verbal attempts to obtain compliance. Any use of force will be documented on a use of force form. The use of force policy for the Monterey County jail is attached hereto as Exhibit D.

e. *Training*

In coordination with CFMG, all new deputies within one month of being stationed at the Monterey County jail will participate in an orientation training session with CFMG staff on how to recognize individuals who are in mental distress and/or suicidal.

All deputies, sergeants, and commanders will receive 24 hours of Standards and Training for Corrections ("STC") certified training per year. Every two years, all deputies, sergeants and commanders will receive eight hours of training regarding medical issues central to inmates, which will include identifying risk factors specific to inmates, identifying warning signs specific to inmates, and how to recognize individuals who are in mental distress and/or suicidal.

Once a year, custody staff will conduct a situational training such as a mock suicide attempt or a medical emergency. CFMG staff will also participate in the annual situational training. At the conclusion of the situational training, command staff will meet with CFMG to determine if any changes in policies or operations are warranted as a result of the exercise. Information obtained from this exercise will be considered in the Jail's annual staffing reviews and the command staff will determine whether any staffing changes are necessary in order to ensure adequate emergency response.

f. Mental Health Grants

Monterey County Office of the Sheriff will in good faith continue to pursue state funding for mental health and programming space at the jail. The Monterey County Public Defender will cooperate in those efforts.

g. Inmates Who Have Been Declared Incompetent to Stand Trial

The County and Plaintiffs recognize that there is often a waiting period from the time a Court has found an inmate to be incompetent to stand trial and when a State facility is able to receive the transfer of such inmate. The parties recognize that inmates can be particularly vulnerable during this time period. As such, within 24 hours of a Court determining that an inmate is mentally incompetent to stand trial, the inmate will be placed in an administrative segregation transition cell unless contraindicated by medical staff. Inmates in transition cells shall be seen by medical staff on a daily basis, who are trained in suicide risk assessment. The Monterey County Office of the Public Defender shall take all appropriate measures (including filing requests to the Monterey County Superior Court for orders to show cause to be directed the State of California) to expedite the transfer of inmates who have been determined to be incompetent to stand trial to an appropriate State facility.

h. Treatment Plans

CFMG will develop individual treatment plans for the treatment of inmates who are suffering from mental illnesses.

i. Consideration of Mental Illness in Inmate Discipline

Mental illness will be considered in administering any disciplinary measures against an inmate. Custody staff are encouraged to contact the appropriate qualified mental health care staff when evaluating the level of discipline for an inmate with mental illness.

VI. SUICIDE PREVENTION PLAN

a. *Reduction of "tie-off points"*

County will reduce tie-off points within administrative segregation cells through the following measures. Administrative segregation shall be defined as a classification or

program in which inmates are removed from the general population and confined in a separate unit to separate them from other prisoners. For the purposes of this plan, Administrative Segregation units are Pods A, B, R, and S, as well as all isolation cells and any single holding cell outside of the booking and receiving area.. Should there be a need to change the Administrative Segregation units during the time in which the settlement agreement between the parties remains in effect, the parties will meet and confer in an attempt to reach a resolution on the changes in designation.

On or before August1, 2016, the vents in these administrative segregation cells will be altered to prevent tie-off points by replacing the vents with a suicide resistant screening, approved by a consultant from Kitchell/CEM, Inc.

On or before August 1, 2016, the shutters on the isolation cell doors shall be removed.

On or before August 1, 2016, the lights in these administrative segregation cells will be caulked using an epoxy sealant as illustrated in Exhibit E. The purpose of the sealant is to deter the use of the light fixtures as a tie-off point. Yearly examinations of the light fixtures within the administrative segregation cells will be conducted by maintenance crews to ensure the sealant is still in place. Deputies will also receive training to identify any problems with the sealant.

Yearly examinations of the security caulking used to fill the gap between combi-units or furniture and the adjacent wall will be conducted by maintenance crews to ensure the caulking is still in place. Deputies will also receive training to identify any problems with the caulking around furniture and combi-units.

Kitchell/CEM, Inc. has conducted a tour of administrative segregation units to recommend appropriate changes in administrative segregation to reduce potential "tie-off points". Attached as Exhibit F is a copy of Kitchell's scope of work and their report recommending changes within the administrative segregation units. On or before August 1, 2016, each administrative segregation pod in Pods A, B, R, and S will have one cell with heightened safety features, as developed in consultation with Kitchell/CEM, Inc. per the report attached as Exhibit F. The location of these "heightened safety" cells will be in a location with the most visibility for direct supervision as determined by custody staff. These cells are A101, B106, S110, and R101. Inmates assigned to administrative segregation cells shall spend their first week (7 days) in the cell with heightened safety features before being transferred to a regular administrative segregation cell, unless contraindicated by medical staff. Inmates who are going back to administrative segregation cells from a safety cell, or an outside mental health facility, such as NMC, shall spend one week (7 days) in the cell with heightened safety features before being transferred to a regular administrative segregation cell, unless contraindicated by medical staff. The compliance Sergeant shall document any incident where custody was unable to meet the seven day goal for transition into administrative segregation cells. By September 1, 2016, the Chief Deputy of Corrections or Captain of Corrections Bureau will review the

occasions documented by the Compliance Sergeant in which the County was unable to meet the seven day goal for transition into administrative segregation cells; and determine whether additional transition cells need to be added. If so, those new transition cells will be completed by March 1, 2017. Inmates in transition cells shall be seen by medical staff on a daily basis, who are trained in suicide risk assessment.

A yearly examination of administrative segregation cells, including whether there are sufficient transition cells, will be conducted by the Operations Commander to review suicide prevention measures and to insure such measures have been maintained. A yearly examination of suicide resistant features and their maintenance will be conducted by the Operations Commander. Additionally, should a suicide take place in the jail, the Operations Commander will be tasked with reviewing the occurrence and examining whether additional measures need to be implemented.

Plastic bags and clothes lines shall be prohibited in administrative segregation cells. The County's inmate handbook enumerates more specific restrictions on items allowed to be kept by inmates within administrative segregation cells, with an emphasis on preventing items that can be used cumulatively to make hanging devices and promoting sanitary and healthy conditions. Deputies will be trained on the restrictions enumerated in the inmate handbook at the next scheduled staff briefing and periodically thereafter, with specific emphasis on restrictions within administrative segregation pods.

$700,000 has been approved by the Monterey County Capital Improvement Committee to replace the camera surveillance system currently installed at the Monterey County Jail and to retain a consultant to recommend best practices in suicide prevention techniques and to recommend appropriate changes in the jail to reduce potential "tie-off points". Replacing the camera system will improve safety and security for both staff and inmates and will increase custody staff's ability to monitor sensitive need inmates. The new camera system will be installed by December 1, 2016.

b. *Custody Staff Monitoring*

Welfare checks will consist of direct visual observation that is sufficient to assess the inmate's well-being and behavior, Custody staff believes the best practice for welfare checks within the Administrative Segregation units would be to continue the hourly checks supplemented with random additional checks which when added together should achieve the every 30 minutes goal. This will be accomplished as follows:

Deputies shall continue to conduct hourly welfare checks, but will add an additional three checks per shift at random intervals, during the day and night shifts and an additional six checks per shift at random intervals during the midnight shift. Welfare checks shall include a visual observation of each inmate in the unit with verbal interaction if necessary. Deputies shall also conduct a welfare check of inmates whenever they enter an administrative segregation pod. For

example, if a deputy is going in to escort inmates to sick call he/she or their partner shall conduct a check prior to escorting the other inmates to sick call, yard, visit, etc. Each time a deputy or sergeant conducts a welfare check it shall be documented in the welfare check log. Additionally, the Main Jail floor deputies by February 1, 2016 will be stationed at desks in the corridors in front of the administrative segregation pods. This will increase monitoring abilities. The on duty sergeants will conduct a welfare check of each administrative segregation pod one time per shift. Each sergeant shall also verify whether deputies are completing their checks, at least one time per shift. The sergeants will initial the welfare check logs to indicate that they have reviewed the welfare check log, at least one time per shift.

Between December 11, 2015 and December 15, 2015, the County will conduct a pilot program of the welfare checks enumerated above to determine if they are able to maintain the goal of 30 minute welfare checks for administrative segregation cells, isolation cells, and single cell holding cells. The results of the pilot program will be shared with Plaintiffs' counsel by January 15, 2016. If the pilot program discovers significant gaps in coverage, the parties will meet and confer over possible solutions. Should no solutions be agreed upon by January 30, 2016, the issue shall be submitted to Judge Cousins for a final determination of the matter.

c. *Auditing*

All welfare checks shall be documented on a welfare check log. The logs will be reviewed and initialed by the on-duty sergeants at least one time per shift to insure compliance. Spot checks for compliance will be conducted by the Compliance Sergeant at least once per week. On a monthly basis, the Compliance Sergeant will randomly select five log entries and use the door entry logs to verify that the deputy entered the administrative segregation pod, to conduct a welfare check. The Compliance Sergeant will track all of his findings through reports which will be sent to the Jail Ops Commanders. Monthly audits of the Compliance Sergeant's reports will be conducted by the Jail Operations Commander. The Jail Operations Commander will generate a monthly report to document their audit findings. The report will be sent to the Chief Deputy of Corrections or Captain of Corrections Bureau. Any deputy or sergeant who demonstrates consistent difficulty in adhering to welfare check log requirements will be subject to additional training and/or disciplinary action at the discretion of their supervisor.

d. *Training*

In coordination with CFMG, all new deputies within one month of being stationed at the Monterey County jail will participate in an orientation training session with CFMG staff on how to recognize individuals who are in mental distress and/or suicidal.

All deputies, sergeants, and commanders will receive 24 hours of Standards and Training for Corrections ("STC") certified training per year. Every two years, all deputies, sergeants and commanders will receive eight hours of training regarding medical issues central to inmates,

which will include identifying risk factors specific to inmates, identifying warning signs specific to inmates, and how to recognize individuals who are in mental distress and/or suicidal.

Once a year, custody staff will conduct a situational training such as a mock suicide attempt or a medical emergency. CFMG staff will also participate in the annual situational training. At the conclusion of the situational training, command staff will meet with CFMG to determine if any changes in policies or operations are warranted as a result of the exercise.

e. Suicide Prevention Policy

Attached as Exhibit G are proposed policies related to suicide prevention at the County jail. These policies will be implemented no later than December 1, 2015.

f. Mental Health Grant

Additionally, the Monterey County Office of the Sheriff will continue to seek state funding for mental health and programming space at the jail. The Monterey Public Defender will cooperate in these efforts.

g. Increase in Time Outside of Cell and/or Increasing Programs

Unless exigent circumstances or safety and security concerns exist, each inmate in administrative segregation pods A, B, R, and S will be guaranteed the following weekly times out of their cell:

3 hours a week for exercise and socialization (exercise time will include exercise with one or more other inmates)

14 hours a week of "socialization time" where at least one other inmate is in the common area at the same time

2 hours a week of programming will be offered to each inmate (it is understood that inmates may refuse to participate in programs offered at the County jail)

Unless exigent circumstances or safety and security concerns exist, each inmate in isolation cells and single holding cells outside of the booking and receiving area will be guaranteed the following weekly times out of their cell:

3 hours of week for exercise

14 hours a week in the common area

2 hours a week of programming will be offered to each inmate (it is understood that inmates may refuse to participate in programs offered at the County jail)

Additionally, if approved by classification, inmates in administrative segregation will have access to the normal group programs provided at the County jail such as NA/AA, religious services, etc. The County is currently working with CFMG to provide group therapy within the administrative segregation units.

Once a month, classification will generate a report as to which inmates in segregation may participate in group programs offered at the jail, and, what, if any, restrictions apply to inmate participation. It is recognized by all parties that classification of inmates poses unique challenges within the jail. It is the goal of the County to have inmates in administrative segregation offered the same programs as inmates in general population. However, some inmates pose unique safety and security concerns. The Support Services Commander will review the monthly reports generated by classification to ensure that there are not systemic issues with access to inmate programs.

On a monthly basis, the compliance sergeant will randomly audit four inmates in administrative segregation to insure that the inmates in administrative segregation have been provided the allocated time outside of their cell for exercise and common area time. A report will be generated as part of the audit. If exigent circumstances exist which prevented an inmate in administrative segregation from receiving the allotted time outside of their cell, the compliance sergeant will review and document the circumstances preventing such time outside of the inmate's cell. On a quarterly basis an operations commander will review the audit reports to ensure compliance. The Jail Op Commander will generate a quarterly report to document their audit findings. The report will be sent to the Chief Deputy of Corrections or Captain of Corrections Bureau.

VI. Safety and Violence Reduction

$700,000 has been approved by the Monterey County Capital Improvement Committee to replace the camera surveillance system currently installed at the Monterey County Jail and to retain a consultant to recommend best practices in suicide prevention techniques and to recommend appropriate changes in the jail to reduce potential "tie-off points". Replacing the camera system will improve safety and security for both staff and inmates and will increase custody staff's ability to monitor sensitive need inmates. The new camera system will be installed by December 1, 2016.

At least once per quarter basis a dormitory or pod will be randomly selected for a search of contraband and weapons.

The County has purchased a body scanner which will used to reduce the instances of contraband being smuggled into the jail. The scanner will be used at the discretion of custody staff to deter the smuggling of contraband into the facility. All staff who use the scanner will be properly trained on its use.

The use of force policy for the Monterey County jail is attached hereto as Exhibit D.

Working with the Monterey County Probation Office and the Monterey County Superior Court, the Office of the Sheriff has and will continue to support evidence based programs such as the Work Alternative Program; Involuntary Home Detention; Pretrial Release through Probation; Own Recognizance; educational early release kickouts such as Choices/Liberty Pride; and Penal Code sections 4018.6 and 4024.1 kickouts.

Pursuant to Penal Code 1230, Monterey County established a local Community Corrections Partnership (CCP) to advise Probation in developing and implementing the community corrections program, and to recommend a local plan for approval by the Board of Supervisors. The "County of Monterey Public Safety Realignment & Post Release Community Supervision" plan creates a framework for partner agencies, to improve the collaboration among county and community agencies that work with the realigned populations of adult felony offenders. Partners in the CCP are called to actively participate in structuring strategies to maximize effective investment in evidence based correctional sanctions and programs. This process seeks to enhance and coordinate a continuum of supervision strategies, treatment, graduated sanctions and detention alternatives with the intent of: reducing recidivism; maintaining and improving public safety; and containing, or eventually reducing, the number of incarceration beds. The CCP meetings are *Brown Act* meetings open to the public and regularly attended by a representative of the Office of the Public Defender.

a. Contraband Control

All entry points to the secure perimeter of the facility shall be monitored and controlled continuously by Control staff. The entire perimeter shall be inspected, maintained, monitored and continuously assessed to ensure its physical integrity and prevent unauthorized entry, inmate escape and contraband from entering the facility. This facility shall be maintained as a secure area and no person shall enter any portion of the inner perimeter without specific authorization from the Chief Deputy, Captain of Corrections Bureau or the authorized designee. All visitors shall be required to provide satisfactory identification, such as a valid driver's license, valid passport or military identification. Visitors shall be required to sign in on the visitor log and state the reason for the visit. Visitors must wear a visitor's badge at all times and shall be escorted by one or more staff members at all times while they are in the secure areas of the facility.

Materials delivered to or transported from the facility's secure perimeter shall be inspected for contraband. Vendors making deliveries into the secure area of the facility will do so under the supervision of custody staff. Keys to the secure perimeter shall be easily identifiable and issued only in emergency situations or with the authorization of the Chief Deputy or Captain of Corrections Bureau. Weapons lockers are provided outside all secure perimeter entrances. All weapons must be secured prior to an individual being allowed to enter the facility. The sallyport and the secure garage are to be used for the transfer of inmates. Operation of the sallyport doors

will be done in such a manner as to effectively control movement into and out of the secure inner perimeter of this facility. Control staff are responsible for ensuring all perimeter surveillance equipment is in good working order and shall immediately report malfunctions or failures to the on-duty supervisor.

Inmates are provided with two mesh bags to hold personal property and/or commissary. The current limit for commissary is $125. The Inmate Handbook provides for discipline of contraband and further enumerates prohibitions on inmate property.

b. Keys

. Floor officers and other general staff will not carry keys to open control room doors unless exigent circumstances exist. Control room doors will be locked from the inside by control officers only and access granted only to those who have business within the control room. No large gatherings shall occur in the control rooms.

c. "Fail Safe Device"

"Fail safe devices" will be located within each control room.

d. Windows

Windows of control rooms shall not be covered with paper or other items that would impair the ability of control room officers to see activities within the jail dormitories.

e. Staffing Analysis

An analysis of staffing within the Sheriff's Office will be completed by December 1, 2016. The Chief Deputy of Corrections will review the analysis and, in his discretion, make any changes to staffing that he deems warranted. On an annual basis, thereafter, the Chief Deputy or Captain of Corrections Bureau will examine staffing within the jail, including overtime, relief factors, escort and transportation requirements, and organizational needs, to determine if any adjustments are needed.

f. Written Reports

Written reports are required in all of the following situations on the appropriate office-approved form unless otherwise approved by a supervisor (15 CCR 1044).

1) CRIMINAL ACTIVITY REPORTING

When an employee responds to an incident, or as a result of self-initiated activity, and becomes aware of any activity where a crime has occurred, the employee is required to document the activity. The fact that a victim is not desirous of prosecution is not an exception to documentation.

2) INCIDENT REPORTING

Incident reports generally serve as an in-house notation of occurrences in the facility and to initiate, document and support the inmate disciplinary process. The Office shall establish a filing system that differentiates between incident reports, crime reports and disciplinary actions. This policy does not require the duplication of information on two different forms. Where both exist, crossreferencing facilitates retrieval of one or both.

Incidents that shall be documented using the appropriate approved report include (15 CCR 1044):

(a) Non-criminal incidents of rule violations by inmates.

(b) Attempted suicide or suicidal ideation on the part of an inmate, if known.

(c) Non-criminal breaches of security or evidence of an escape attempt.

(d) Non-criminal security threats, including intelligence related to jail activities.

(e) Significant incidents related to medical issues, health or safety in the jail.

(f) Discovery of contraband in the possession of inmates or their housing areas.

(g) Risk management incidents to include injuries to inmates and lost or damaged property.

(h) Accidental injuries of staff, inmates or the general public.

3) DEATHS

All deaths shall be investigated and a report completed by a qualified investigating officer to determine the manner of death and to gather information, including statements of inmates and staff who were in the area at the time the death occurred.

4) INJURY OR DAMAGE BY OFFICE PERSONNEL

Reports shall be taken if an injury occurs that is a result of an act of an employee. Reports shall be taken involving damage to property or equipment.

5) USE OF FORCE

Reports related to the use of force shall be made in accordance with the Use of Force Policy.(Attached as Exhibit D).

g) GENERAL POLICY OF EXPEDITIOUS REPORTING

In general, all employees and supervisors shall act with promptness and efficiency in the preparation and processing of all reports. An incomplete report, unorganized reports or reports delayed without supervisory approval are not acceptable. Reports shall be processed according to established priorities or according to special priority necessary under exceptional circumstances.

h) RESPONSE TO DISTURBANCES

The staff should attempt to minimize the disruption to normal facility operations caused by a disturbance by attempting to isolate the disturbance to the extent possible. The staff should immediately notify the Shift Commander, Captain of Corrections Bureau or the Chief Deputy of the incident. The Shift Commander, Captain of Corrections Bureau or Chief Deputy may direct additional staff as needed to resolve the disturbance (15 CCR 1029(7)

1) NOTIFICATIONS

The Shift Commander should notify the Chief Deputy or Captain of Corrections Bureau of the disturbance as soon as practicable. Based on the seriousness of the event, the Chief Deputy or Captain of Corrections Bureau should notify the Sheriff.

2) NOTIFICATION OF QUALIFIED HEALTH CARE PROFESSIONALS

The Chief Deputy, Captain of Corrections Bureau or the authorized designee should notify the appropriate qualified health care professionals in order to review, coordinate and document medical actions based upon protocols and/or at the direction of the Responsible Physician.

3) REPORTING

The Shift Commander, Captain of Corrections Bureau or Chief Deputy should direct that an incident report to be completed containing the details of the disturbance no later than the end of the shift. If appropriate, a crime report shall be initiated and prosecution sought.

i) Annual Review

The custody management team will conduct an annual management review of minimally the following:

1. Inmate-on-inmate assaults
2. Inmate-on-staff assaults
3. Major disturbances
4. Deaths in custody (natural/suicide/homicide/accidents)

5. Suicide attempts

As part of the management teams' analysis, any patterns in incident locations; times of incident (including as they relate to custody staffing shifts); weapons used; whether the inmates involved had mental health, medical issues, or disability issues; known or suspected gang involvement; classification issues; or staffing issues will be evaluated and any appropriate changes to operations made.

V. ADA

All aspects of the "COUNTY IMPLEMENTATION PLAN For Elements of the Order Granting Motion for Preliminary Injunction " are incorporated herein.

The Monterey County Sheriff's Office prohibits discrimination of persons with disabilities. The Monterey County Sheriff's Office adheres to the ADA and all other applicable federal and state laws, regulations and guidelines in providing reasonable accommodations to ensure that the facility is reasonably accessible to inmates.

A disability is any physical or mental impairment that substantially limits one or more major life activities. These include, but are not limited to, any disability that would substantially limit the mobility of an individual or an impairment of vision and/or hearing, speaking or performing manual tasks that require some level of dexterity. Additionally, disability includes a physical or mental impairment that would inhibit a person's ability to meet the rules and regulations of the facility.

By January 30, 2016, the Chief Deputy or Captain of Corrections Bureau will appoint a staff member to serve as the ADA Coordinator, whose responsibilities include, but are not limited to, coordinating compliance with ADA requirements, including compliance review of vendors providing sign language services. The ADA Coordinator should work with the Training Sergeant as appropriate, developing training regarding issues specifically related, but not limited to:

(a) The requirements of Section 504 of the Rehabilitation Act, 29 USC § 794.

(b) Office policies and procedures relating to ADA requirements.

II. ADA Compliance Plan

a. Physical Accessibility

Dorms A, B and Q will be used to house inmates with physical disabilities (other than hearing) until such time as the jail expansion is complete. Upon completion of the jail expansion, inmates with physical disabilities may also be housed in the expanded facilities which will be fully compliant with all federal, state, and local laws.

By March 1, 2016, contractors will be retained and/or a maintenance plan in place to make revisions to Dorms A, B, and Q of the County jail, as follows:

A seat will be removed from one telephone within each of these dorms (A, B, and Q) to allow wheelchair access. Volume controls will also be provided on at least one telephone to assist inmates with hearing impairment. One lavatory within each of these dorms will be modified to allow for required knee and toe space. One toilet within each of these dorms will be modified to provide the centerline of the toilet between 17 inches to 18 inches from the adjacent wall. One shower stall within each of these dorms will have ADA compliant controls and grab bars. Additionally shower chairs will be provided to those inmates who require them.

In the common area of each of these dormitories, seats surrounding the common area tables shall be modified to allow for 5% of seating to be accessible by inmates who use wheelchairs.

CFMG will have an examination bed that is ADA accessible.

No inmates with ambulatory disabilities will be permanently housed in the intake area, and the County will ensure all inmates, regardless of the need for an accommodation, shall have equal access to intake procedures and activities.

By May 1, 2016 the County will have a counter in the jail visitation room which allows for wheelchair users to maneuver their wheelchairs under the counter and a lowered telephone handset which is accessible to inmates who are wheelchair bound.

By May 1, 2016, an ADA compliant table will be installed in one of the attorney visitation rooms.

b. Tracking and Identification

At the time of an inmate's intake, the intake nurse will identify any conditions of the inmate requiring an accommodation and generate a medical treatment order which will serve as the basis for all custody and medical staff to identify and track the required accommodations. Custody staff will receive training on the use of TracNet and Medical Treatment Orders in identifying people who require accommodations. The intake nurse will have access through TracNet of any prior accommodations made for the inmate. Any information received by CDCR on an inmates' need for an accommodation will also be entered in TracNet. During intake, the intake nurse will provide items immediately needed by the inmate for accommodation, such as canes, wheelchairs, etc. At the time of intake, inmates with hearing impairments will be provided a special vest to wear during their incarceration. The vest will identify the inmate as hearing impaired so that custody staff will be aware that the inmate may not be able to follow auditory orders. The medical treatment orders generated will also identify housing accommodations needed, such as a lower bunk, access to accessible bathroom facilities, etc.

Medical treatment orders will be entered into TracNet and are accessible to all deputies working within the Monterey County jail. Any information received by the California Department of Corrections concerning an inmate's accommodation needs will be entered into TracNet. Medical treatment orders will include the identification of individuals who are provided with hearing impaired vests. TracNet will also be utilized to identify the preferred communication method of an inmate with hearing impairments, communication impairments, vision impairments, speech disabilities, and learning disabilities. With the permission of the effected inmate, the Ombudsman will be responsible for assisting any inmates with vision, learning or other information processing disabilities in understanding and completing forms used for medical, classification, due process and other programs.

Inmates who, after intake, develop a need for an accommodation will similarly be identified through medical treatment orders. Similarly, when an accommodation is identified by medical staff, medical staff will provide the inmates with any immediate needs, such as canes, crutches, vests, etc.

Inmates who feel that their disabilities have not received the proper accommodation, including communication devices, or have been denied a particular accommodation for safety or security reasons shall have access to the Monterey County Jail's grievance process as outlined in the inmate handbook. The Monterey County Jail Ombudsman is responsible for tracking and reviewing inmate grievances and ensuring that they have received a response, including any grievances related to communication services. Pursuant to the inmate handbook, an inmate may appeal a grievance to the Jail Operations Commander.

Inmates who require maintenance of an assistive device, such as a hearing aid or cane, may schedule an appointment with the jail's medical provider who will assist them in obtaining the required maintenance.

As part of the County's compliance programs, no later than March 1, 2016, all inmates will receive an assigned bunk. This will ensure that inmates assigned to lower bunks as a form of accommodation are not displaced. Inmates may use the grievance process, including contacting the ombudsman or a floor deputy, for any housing issues.

On a monthly basis, the compliance sergeant will conduct a random audit of two inmates requiring some form of accommodation, to ensure that the inmates are receiving accommodations, including the proper housing assignment and bunk assignment and the proper communication devices. An audit report will be generated as a result. On a quarterly basis, an operations commander will review the monthly audit reports to ensure compliance. The Jail Operations Commander will generate a quarterly report to document their audit findings. The report will be sent to the Chief Deputy of Corrections or Captain of Corrections Bureau.

CFMG staff will use Spanish-speaking medical staff for any inmate requiring a Spanish interpreter for discussion of medical conditions or treatment thereof, including intake

health evaluation. For any other interpretive needs, CFMG will use an appropriate interpretive service. Custody staff will use either Spanish speaking officers or an appropriate interpretive service for inmates during any procedure having due process implications, such as disciplinary hearings and inmate interviews for classification purposes. For those inmates who are hearing impaired, custody staff will work with that inmate to ascertain that inmate's desire as far as communication (i.e. whether the inmate prefers a sign language interpreter, writing, typing, etc.) The inmates' individual preference for method of communication will be given preference whenever possible.

c. Programs and Activities

All inmates, regardless of the need for an accommodation, shall have equal access to all programs and activities offered at the jail. No inmate will be required, however, to participate in a voluntary program or activity. All current jail programs are offered on the ground level, such that use of stairways is not an issue. Ground floor exercise yards are available for any inmates with mobility impairments. Hearing impaired inmates will participate in programs through either a sign language interpreter or equivalent program on a tablet (i.e. I-pad). If a program is held in an upstairs location, it will be moved to a downstairs location if necessary to ensure equal access.

The County jail's Program Director will be responsible for tracking and documenting that inmates requiring accommodations have been offered participation in all programs and activities normally available to inmates in the County jail. The compliance sergeant will audit these reports on a monthly basis and a Support Services Commander will audit these reports on a quarterly basis. The Support Services Commander will generate a quarterly report to document their audit findings. The report will be sent to the Chief Deputy of Corrections or Captain of Corrections Bureau.

Women who require ambulation assistance, have difficulty ambulating, or are confined to the use of a wheelchair, cane, walker, or crutches will have exercise time available in the yard outside of Q-pod and will have programming downstairs in V-pod.

Men who require ambulation assistance, have difficulty ambulating, or are confined to the use of a wheelchair, cane, walker, or crutches will have exercise time available in the yard outside of E dorm.

d. Policies

Attached as Exhibit H are the proposed policies and procedures related to the ADA and the County's contract with sign language interpreter services.

EXHIBIT A

CUSTODY OPERATIONS BUREAU - 2015

	TEAM	1st Watch	2nd Watch	3rd Watch
1	SGT.	Sgt. C. DeLaRosa	Sgt. V. Olguin	Sgt. C. White
2	SGT.	Sgt. E. Kaye [redacted]	Sgt. D. Cooper	Sgt. P. Ferrari
3	SGT.	Sgt. W. Olaveson	Sgt. P. Sanchez	Sgt. S. Anadon
4	SGT.	Vacant Sergeant	[redacted]	Sgt. F. Hernandez
1	DEPUTY	Smith, R.	Gordano, Reb. [redacted]	Garcia, M.
2	DEPUTY	Fulkerson, B. [redacted]	Shaffer, C.	Thomas, D. [redacted]
3	DEPUTY	Munoz, J. [redacted]	McGrew, C.	Dorgan, Cy.
4	DEPUTY	Gutierrez, S.	Martinez B[redacted]	Lilga, R.
5	DEPUTY	Quintero, N. 3/17/16	Mendoza, J.	Bossuot, M. [redacted]
6	DEPUTY	[redacted]	Kimble, M. 3/17/16	McLeod, K. 11/1/16
7	DEPUTY	Lopez, J.	Ramon, D.	Mora, C.
8	DEPUTY	Hija, W. [redacted]	Hampson, M.	Guevara, R.
9	DEPUTY	Roman, V. [redacted]	Allred, D.	Holloway, J. [redacted]
10	DEPUTY	Scariot, A.	Byrom, E.	Mueller, K. [redacted]
11	DEPUTY	Garcia, J.	Collins, T.	Wilson, S.
12	DEPUTY	Richardson, Z.	Wong, W.	Collazo, P.
13	DEPUTY	Jones, G. [redacted]	Pomales, P.	Newton, C.
14	DEPUTY	Canchola, R.	Gerard, E.	Gustus, J.
15	DEPUTY	Tamondong, M.	Campos, E.	Munoz, D.
16	DEPUTY	Munoz, A.	Cantu, R.	VonDollen, C.
17	DEPUTY	Espinoza, S.	Raarup, D.	St. Clair, C.
18	DEPUTY	Contreras, E.	Guerrero, O. [redacted]	Bossuot, S. [redacted]
19	DEPUTY	Gonzalez, D.	Johnson, A.	Gross, K.
20	DEPUTY	Sullivan, J.	Whaley, B.	Councilman, B.
21	DEPUTY	Costa, M.	McCaw, S. [redacted]	Brown, C. [redacted]
22	DEPUTY	Miranda, A.	Reyes, N.	Avery, T. [redacted]
23	DEPUTY	Benfield, E.	Condon, C.	Crowell, M.
24	DEPUTY	Tsuchiura, M.	Lopez, N.	Madarus, N.
25	DEPUTY	Villegas, M.	Lopez, D.	Najem, A.
26	DEPUTY	Romero, L.	Lopez, R.	Whipple, A.
27	DEPUTY	Nisse, B.	Day, J.	Vargas, D.
28	DEPUTY	Navarro, D. 3/17/16	Yonge, K.	Swift, Z.
29	DEPUTY	Starick, D. 11/1/16	Postadan, B.	Ayala, J.P.
30	DEPUTY	[redacted]	Colon, J.	Ward, J.
31	DEPUTY		Fisher, R. [redacted]	Gordano, Ra.
32	DEPUTY		Menezes, T.	Knutsen, J.
33	DEPUTY		Stewart, J.	Hopkins, D. 8/16/16
34	DEPUTY		Baugh, B.	Torrise, S. 3/17/16
35	DEPUTY		Caggiano [redacted]	Ramirez, J. 11/1/16
36	DEPUTY		Andoy, K. 11/1/16	[redacted]

CUSTODY OPERATIONS BUREAU - 2015

37	DEPUTY	[redacted]	Fessler, M. 11/1/16	[redacted]
38	DEPUTY		Gavina, A. 3/17/16	
39	DEPUTY		Valle, L. 3/17/16	
40	DEPUTY		Serrano, L. 3/17/16	
41	CCS	Silva, R.	Elson, J.	Villegas,S.
42	CCS	Cazola,W.	Tabayoyon, D.	Pereira, L.
43	CCS	Rocha, A.	Ramirez, G.	DeLaCruz, A
44	CCS	Mattke, J. 5/16	Middleton, J.	Prieto, S.
45	CCS	Flower, D. 9/7/16	Pantoja, J. 3/17/16	Marquez, M. 5/16
46	CCS	Bradford, M. 11/1/16	Vacant Probation	Vacant Probation
47	CCS	Anguiano, J. 11/1/16	Vacant Probation	Vacant Probation
48	CCS	Vacant Probation	Vacant Probation	Vacant Probation
	TOTAL-120/127	35/36	45/48	40/43

EXHIBIT B

Safety and Sobering Cells

518.1 PURPOSE AND SCOPE

This policy establishes the requirement for placing inmates into and the continued placement of inmates in safety cells or sobering cells.

518.1.1 DEFINITIONS

Definitions related to this policy include:

Safety cell - An enhanced protective housing designed to minimize the risk of injury or destruction of property used for inmates who display behavior that reveals intent to cause physical harm to themselves or others or to destroy property, or who are in need of a separate cell for any reason, until suitable housing is available.

Sobering cell - A holding cell designed to minimize the risk of injury by falling or dangerous behavior. It is used as an initial sobering place for arrestees or inmates who are a threat to their own safety or the safety of others as a result of being intoxicated from any substance, and who require a protected environment to prevent injury or victimization by other inmates.

518.2 POLICY

This facility will employ the use of safety and sobering cells to protect inmates from injury or to prevent the destruction of property by an inmate in accordance with applicable law. A sobering or safety cell shall not be used as punishment or as a substitute for treatment. The Chief Deputy or the authorized designee shall review this policy annually with the Monterey County jail medical provider. Placement of an inmate in a safety or sobering cell, whether it be from housing or upon intake, should be in concert with medical staff. Medical staff shall be promptly contacted and consulted at any time an inmate is placed in a safety or sobering cell.

518.3 SAFETY CELL PROCEDURES

The following guidelines apply when placing any inmate in a safety cell:

(a) Placement of an inmate into a safety cell requires approval of the Shift Sergeant or the medical provider.

(b) A safety cell log shall be initiated every time an inmate is placed into the safety cell and should be maintained for the entire time the inmate is housed in the cell. Cell logs will be retained in accordance with established office retention schedules.

(c) A safety check consisting of direct visual observation that is sufficient to assess the inmate's well-being and behavior shall occur twice every 30 minutes. Each safety check of the inmate shall be documented. Supervisors shall inspect the logs for completeness every two hours and document this action on the safety cell log.

(d) Inmates should be permitted to remain normally clothed or should be provided a safety suit, except in cases where the inmate has demonstrated that clothing articles may pose a risk to the inmate's safety or the facility. In these cases, the reasons for not providing clothing shall be documented on the safety cell log.

(e) Inmates in safety cells shall be given the opportunity to have fluids (water, juices) at least hourly. Deputies shall provide the fluids in paper cups. The inmates shall be given sufficient time to drink the fluids prior to the cup being removed. Each time an inmate is provided the opportunity to drink fluids will be documented on the safety cell log.

(f) Inmates will be provided meals during each meal period. Meals will be served on paper plates or in other safe containers and the inmates will be monitored while eating the meals. Inmates shall be given ample time to complete their meals prior to the plate or container being removed. All meals provided to inmates in safety cells will be documented on the safety cell log.

(g) The Shift Sergeant shall review the appropriateness for continued retention in the safety cell at least every eight hours. The reason for continued retention or removal from the safety cell shall be documented on the safety cell log.

(h) A medical assessment of the inmate in the safety cell shall occur within 12 hours of placement or at the next daily sick call, whichever is earliest. Medical assessments shall be documented. The medical provider will make the decision to release an inmate from a safety cell when the inmate was originally placed in a safety cell because of risk of suicide.

(i) Unless contraindicated by security and safety needs, inmates who are in a safety cell for more than 14 hours will receive a mattress or safety sleeping bag between the hours of 11:00 p.m. and 7:00 a.m. The Operations Commander will ensure that a sufficient number of safety sleeping bags for use are available.

(j) For any inmate who has been housed in a safety cell for 24 consecutive hours, custody shall promptly begin processing the inmate for transfer to either an appropriate in-patient mental health facility or the Natividad Medical Center emergency room for assessment. It is recognized that on occasion there may be exigent circumstances which prevent compliance with the requirements of 518.3(j). If such circumstances occur, a memo detailing the circumstances shall be written directed to the Custody Operations Commander or Captain. Counseling, training, or appropriate discipline may ensue from failure to comply with this policy provision.

(k) Safety cells shall be cleaned whenever there is a change in the inmate housed in the cell in addition to the regular cleaning schedule.

518.4 SOBERING CELL PROCEDURES

The following guidelines apply when placing any inmate in a sobering cell:

(a) A sobering cell log shall be initiated every time an inmate is placed into a sobering cell. The log shall be maintained for the entire time the inmate is housed in the cell. Cell logs will be retained in accordance with established office retention schedules.

(b) A safety check consisting of direct visual observation that is sufficient to assess the inmate's well-being and behavior shall occur at least twice every 30 minutes. Each visual observation of the inmate by staff shall be documented. Supervisors shall check the logs for completeness every two hours and document this action on the sobering cell log.

(c) Qualified health care professionals shall assess the medical condition of the inmate in the sobering cell at least every six hours in accordance with the office Detoxification and Withdrawal Policy. Only inmates who continue to need the protective housing of a sobering cell will continue to be detained in such housing. A qualified medical professional will see an inmate within one hour of placement in a sobering cell.

(d) Inmates will be removed from the sobering cell when they no longer pose a threat to their own safety and the safety of others and are able to continue the booking process. Inmates will be released from a sobering cell upon clearance by medical staff. Should there be a disagreement as to whether an inmate should be placed in a safety or sobering cell or released from a safety or sobering cell; the on-duty sergeant will be contacted in an attempt to reach an agreement. If a dispute still exists as to the placement of an inmate, an on-call commander will be contacted. The on-call commander will have final decision-making authority as to placement. However, any time there is a disagreement between medical and custody staff as to placement of an inmate in a safety or sobering cell, a report outlining the reasons for disagreement will be generated by the on-call sergeant. These reports will be reviewed on a monthly basis by the Operations Commander, who will meet with the medical director when necessary to identify any systemic disagreements or issues. Custody staff will be briefed at staff briefings as to any changes which need to be made or issues that are identified as a result of the meeting between the Operations Commander and medical director.

(e) Females and males will be detained in separate sobering cells.

(f) Inmates in sobering cells may have access to mattresses at the discretion of custody staff. Mattresses have been and will continue to be available in the intake and receiving area for this use. The Operations Commander will ensure that a sufficient number of mattresses for use are available.

(g) For any inmate who has been housed in a sobering cell for 24 consecutive hours, custody shall promptly begin processing the inmate for transfer to Natividad Medical Center emergency room for assessment. It is recognized that on occasion there may be exigent circumstances which prevent compliance with the requirements of 518.4(g). If such circumstances occur, a memo detailing the circumstances shall be written directed to the Custody Operations Commander or Captain. Counseling, training, or appropriate discipline may ensue from failure to comply with this policy provision.

(h) Sobering cells shall be cleaned on a regular cleaning schedule.

(i) Custody staffing will be maintained to allow medical staff to enter the sobering cells to make vital checks.

EXHIBIT C

Use of Restraints

512.1 PURPOSE AND SCOPE

This policy establishes guidelines for the application, supervisory oversight and restrictions on the use of restraints on persons incarcerated in this facility.

This policy shall apply to the use of specific types of restraints, such as four/five-point restraints, restraint chairs, ambulatory restraints and similar restraint systems, as well as all other restraints, including handcuffs, waist chains and leg irons when such restraints are used to restrain any inmate for prolonged periods.

512.1.1 DEFINITIONS

Definitions related to this policy include:

Clinical restraints - Restraints applied when an inmate's disruptive, assaultive and/or self-injurious behavior is related to a medical or mental illness. Clinical restraints can include leather, rubber or canvas hand and leg restraints with contact points on a specialized bed (four/five-point restraints) or a portable restraint chair.

Custody restraints - Includes steel handcuffs and leg restraints, polyurethane or nylon soft restraints, waist restraints and chair restraints that are applied to control an inmate who is assaultive, engaging in self-injurious behavior or attempting to damage property.

Therapeutic seclusion - Isolation of an agitated, vulnerable and/or severely anxious inmate with a serious mental illness as part of his/her treatment when clinically indicated for preventive therapeutic purposes.

512.2 POLICY

It is the policy of this office that restraints shall be used only to prevent self-injury, injury to others or property damage. Restraints may also be applied according to inmate classification, such as maximum security, to control the behavior of a high-risk inmate while he/she is being moved outside the cell or housing unit.

Restraints shall never be used for retaliation or as punishment. Restraints shall not be applied for more time than is necessary to control the inmate. Restraints are to be applied only when less restrictive methods of controlling the dangerous behavior of an inmate have failed or appear likely to fail (15 CCR 1029(a)(4)); 15 CCR 1058). Each incident where restraints are used shall be documented by the handling staff member and placed in the appropriate file prior to the end of the staff member's shift.

This policy does not apply to the temporary use of restraints, such as handcuffing or the use of leg irons to control an inmate during movement and transportation inside or outside the facility.

512.3 USE OF RESTRAINTS - CONTROL

Supervisors shall proactively oversee the use of restraints on any inmate. Whenever feasible the use of restraints other than routine use during transfer, shall require the approval of a Shift Commander prior to application. In instances where prior approval is not feasible, the Shift Commander shall be apprised of the use of restraints as soon as practicable.

Restraint devices, such as restraint chairs, shall only be used on an inmate when it reasonably appears necessary to overcome resistance, prevent escape or bring an incident under control, thereby preventing injury to the inmate or others, or eliminating the possibility of property damage. Restraints shall not be applied for more time than is reasonably necessary to achieve the above goals.

Excluding short-term use to gain immediate control, placing an inmate in a restraint chair or other restraints for extended periods requires approval from the Chief Deputy or the authorized designee prior to taking action. A qualified health care professional shall be called to observe the application of the restraints, when feasible prior to the application or as soon as practicable after the application, and to check the inmate for adequate circulation.

The use of restraints for purposes other than for the controlled movement or transportation of an inmate shall be documented on appropriate logs to include, at minimum, the type of restraint used, when it was applied, a detailed description of why the restraint was needed and when it was removed (15 CCR 1058).

The following provisions shall be followed when utilizing restraints to control an inmate:

(a) Restraints shall not be used as punishment, placed around a person's neck or applied in a way that is likely to cause undue physical discomfort or restrict blood flow or breathing (e.g., hog-tying).

(b) Restrained inmates shall not be placed face down or in a position that inhibits breathing.

(c) Restraints shall not be used to secure a person to a fixed object except as a temporary emergency measure. A person who is being transported shall not be locked in any manner to any part of the transporting vehicle except for items installed for passenger safety, such as seat belts.

(d) Inmates in restraints shall be housed either alone or in an area designated for restrained inmates.

(e) Restraints shall be applied for no longer than is reasonably necessary to protect the inmate or others from harm.

(f) Staff members shall conduct direct face-to-face observation at least twice every 30 minutes to check the inmate's physical well-being and behavior. Restraints shall be checked to verify correct application and to ensure they do not compromise circulation. All checks shall be documented, with the actual time recorded by the person doing the observation, along with a description of the inmate's behavior. Any actions taken should also be noted in the log.

(g) The specific reasons for the continued need for restraints shall be reviewed, documented and approved by the Chief Deputy or Shift Commander at least every two hours.

(h) As soon as possible, but within four hours of placement in restraints, the inmate shall be medically assessed to determine whether he/she has a serious medical condition that is being masked by the aggressive behavior. The medical assessment shall be a face-to-face evaluation by a qualified health care professional and shall recur once every six hours of continued restraint thereafter.

(i) As soon as possible, but within eight hours of placement in restraints, the inmate must be evaluated by a mental health professional to assess whether the inmate needs immediate and/or long-term mental health treatment.

512.4 RANGE OF MOTION

Inmates placed in restraints for longer than two hours should receive a range-of-motion procedure that will allow for the movement of the extremities. Range-of-motion exercise will consist of alternate movement of the extremities (i.e., right arm and left leg) for a minimum of 10 minutes every two hours.

512.5 FOOD AND HYDRATION

Inmates who are confined in restraints shall be given food and fluids. Provisions shall be made to accommodate any toileting needs at least once every two hours. Food shall be provided during normal meal periods. Hydration (water or juices) will be provided no less than once every two hours or when requested by the inmate.

Offering food and hydration to inmates will be documented to include the time, the name of the person offering the food or water/juices, and the inmate's response (receptive, rejected). Inmates shall be provided the opportunity to clean themselves or their clothing while they are in restraints.

512.6 AVAILABILITY OF CARDIOPULMONARY RESUSCITATION EQUIPMENT

Cardiopulmonary resuscitation (CPR) equipment, such as barrier masks, shall be provided by the facility and carried by every deputy or located in close proximity to the location where inmates in restraints are held.

512.7 RESTRAINED INMATE HOLDING

Restrained inmates should be protected from abuse by other inmates. Under no circumstances will restrained inmates be housed with inmates who are not in restraints. In most instances, restrained inmates are housed alone or in an area designated for restrained inmates (15 CCR 1058).

512.8 PREGNANT INMATES

Restraints will not be used on inmates who are known to be pregnant unless based on an individualized determination that restraints are reasonably necessary for the legitimate safety and

security needs of the inmate, the staff or the public. Should restraints be necessary, the restraints shall be the least restrictive available and the most reasonable under the circumstances.

In no event will an inmate who is known to be pregnant be restrained by the use of leg restraints/ irons, waist restraints/chains, or handcuffs behind the body (Penal Code § 3407).

512.8.1 INMATES IN LABOR

No inmate in labor, delivery or recovery shall be restrained by the use of leg restraints/irons, waist restraints/chains, or handcuffs behind the body (Penal Code § 3407).

No inmate who is in labor, delivery or recovery from a birth shall be otherwise restrained except when all of the following exist (Penal Code § 3407):

(a) There is a substantial flight risk or some other extraordinary medical or security circumstance that dictates restraints be used to ensure the safety and security of the inmate, the staff of this or the medical facility, other inmates or the public.

(b) A supervisor has made an individualized determination that such restraints are necessary to prevent escape or injury.

(c) There is no objection from the treating medical care provider.

(d) The restraints used are the least restrictive type and are used in the least restrictive manner.

Restraints shall be removed when medical staff responsible for the medical care of the pregnant inmate determines that the removal of restraints is medically necessary (Penal Code § 3407).

The supervisor should, within 10 days, make written findings specifically describing the type of restraints used, the justification and the underlying extraordinary circumstances.

EXHIBIT D

Use of Force

511.1 PURPOSE AND SCOPE

The purpose of this policy is to establish guidelines governing application of force, limitations on the use of force, supervisor's responsibilities and reporting requirements for incidents involving the application of force.

511.1.1 DEFINITIONS

Definitions related to this policy include:

Deadly force - Any application of force that is reasonably anticipated and intended to create a substantial likelihood of death or very serious injury.

Excessive force - The use of more force than is objectively reasonable under the circumstances to accomplish a lawful purpose.

Use of force - Any application of physical techniques or tactics, chemical agents or weapons to another person. It is not a use of force when the inmate allows him/herself to be searched, escorted, handcuffed or restrained.

Use of force team technique - The use of force team technique ordinarily involves trained staff clothed in protective gear, who enter the inmate's area in tandem, each with a specific task, to achieve immediate control of the inmate.

511.2 POLICY

It is the policy of this office to accomplish the department functions with minimal reliance on the use of force and generally as the last alternative.

511.3 USE OF FORCE

Employees may use force as reasonably appears necessary in the performance of their duties, but excessive force shall not be used. Deputies must use only that amount of force that appears reasonably necessary under the circumstances in order to gain control of the inmate, to protect and ensure the safety of inmates, staff and others, to prevent serious property damage, prevent escape, obtain compliance with facility rules and staff orders and to ensure the institution's security and good order or for other lawful purposes (15 CCR 1029(a)(3)).

The Office has provided a number of tools, weapons and training on techniques to use when responding to resistance and violent encounters. While various degrees of force exist, each deputy is expected to use only that degree of force that is reasonable under the circumstances to successfully accomplish the legitimate and lawful purpose in accordance with this policy.

It is recognized, however, that circumstances may arise in which staff may reasonably believe it would be impractical or ineffective to use any of the standard tools, weapons or methods provided by the Office. Staff members may find it more effective or practical to improvise their response to rapidly unfolding conditions they are confronting. In such circumstances, the use of any improvised

device or method must nonetheless be objectively reasonable and utilized only to the degree reasonably necessary to accomplish a legitimate penological purpose.

In any review of an incident to determine whether a particular use of force conforms to this policy, the Office will evaluate the apparent need for an application of force, the relationship between that need and the amount of force used, the threat reasonably perceived, any efforts made to temper the severity of a forceful response and the extent of any injury to the inmate.

Prior to resorting to the use of force, staff should, when practicable, attempt verbal persuasion, orders or other tactics to avoid or mitigate the need for forceful action.

Force shall never be used as punishment or retaliation.

Medical checks will be performed on all inmates who have been subjected to force as soon as practicable, regardless of apparent injury.

Nothing in this policy is intended to require that force options be used in a particular order. However, the force option used must be objectively reasonable under the circumstances to accomplish a lawful objective.

511.3.1 FACTORS USED TO DETERMINE THE REASONABLENESS OF FORCE
When determining whether to apply force and evaluating whether a deputy has used reasonable force, a number of factors should be taken into consideration, as time and circumstances permit. These factors include, but are not limited to:

(a) Immediacy and severity of the threat to deputies or others.

(b) The conduct of the individual being confronted, as reasonably perceived by the deputy at the time.

(c) Deputy/inmate factors (age, size, relative strength, skill level, injuries sustained, level of exhaustion or fatigue, the number of deputies available vs. inmates).

(d) The effects of drugs or alcohol.

(e) Inmate's mental state or capacity.

(f) Proximity of weapons or dangerous improvised devices.

(g) The degree to which the inmate has been effectively restrained and his/her ability to resist despite being restrained.

(h) The availability of other options and their possible effectiveness.

(i) The seriousness of the suspected offense or reason for contact with the inmate.

(j) Training and experience of the deputy.

(k) Potential for injury to deputies, inmates and others.

(l) Whether the inmate appears to be resisting or is attacking the deputy.

(m) The risk and reasonably foreseeable consequences of escape.

(n) The apparent need for immediate control of the inmate or a prompt resolution of the situation to maintain or restore order.

(o) Whether the conduct of the inmate being confronted no longer reasonably appears to pose an imminent threat to the deputy or others.

(p) Awareness of the inmate's propensity for violence.

(q) Any other exigent circumstances.

511.3.2 DUTY TO INTERCEDE
Any deputy present and observing another staff member using force that is clearly not within this policy is expected, when reasonable to do so, to intercede to prevent the use of such force and in all cases report the use promptly to a supervisor.

511.4 USE OF OTHER WEAPONS, TOOLS AND CHEMICAL AGENTS

511.4.1 NOISE/FLASH DISTRACTION DEVICES
Noise/flash distraction devices, sting grenades, chemical grenades and similar devices shall be used only at the direction of a supervisor and only by staff who have been trained in and are qualified for the use of the devices.

511.4.2 ELECTRONIC CONTROL DEVICES
The use of TASER® devices shall be in accordance with the office Conducted Energy Device Policy.

Other electronic control devices, such as stun cuffs and stun belts, shall only be used when it appears reasonably necessary to control an inmate who poses a serious threat to safety or security, and only with the approval of a supervisor. These devices shall not be used to punish or torment. Only office-trained personnel authorized by the Chief Deputy shall deploy and use these devices.

Prior judicial approval should be obtained for any use of stun belts in court holding facilities if the device will be worn in the courtroom or will be visible to a jury.

511.4.3 CHEMICAL AGENTS
Chemical agents shall only be used in the facility as authorized by the Chief Deputy or the authorized designee. Oleoresin capsicum (OC) spray should not be used in the medical unit or other designated areas where inmates are assigned to respiratory isolation or on any inmate who is under control with or without restraints.

Office-approved OC spray or foam may be possessed and used only by staff members who have received office-authorized training in its use.

Inmates who have been affected by the use of chemical agents shall be promptly provided with the proper solution to decontaminate the affected areas. Those inmates who complain of severe effects shall be examined by a qualified health care professional.

If the inmate refuses to decontaminate, such a refusal shall be documented. If an inmate has been exposed in a cell and not removed from the cell where the exposure occurred, in-cell decontamination shall be afforded to the inmate, including:

(a) Health-trained custody staff advising the inmate how to decontaminate in the cell.

(b) Clean clothing if the inmate's clothing was contaminated.

(c) Monitoring of the in-cell inmate at least every 15 minutes, for a period of not less than 45 minutes, by health-trained custody staff.

511.4.4 PROJECTILE CHEMICAL AGENTS

Pepper projectile systems are plastic spheres filled with a derivative of OC powder. A compressed gas launcher delivers the projectiles with enough force to burst the projectiles on impact, releasing the OC powder. Although classified as a non-lethal weapon, the potential exists for the projectiles to inflict injury if they strike the head, neck, spine or groin. Therefore, personnel deploying the pepper projectile system should not intentionally target those areas except when the deputy reasonably believes the inmate may cause serious bodily injury or death to the deputy or others. The use of the pepper projectile system is subject to the following requirements:

(a) Deputies encountering a situation that requires the use of the pepper projectile system shall notify a supervisor as soon as practicable. The supervisor shall respond to all such deployments. The supervisor shall ensure that all notifications and reports are completed as required by the Use of Force Policy.

(b) Each deployment of a pepper projectile system shall be documented and, if reasonably practicable, recorded on video. This includes situations where the launcher was directed toward the inmate, regardless of whether the launcher was used. Only non-incident deployments are exempt from the reporting requirement (e.g., training, product demonstrations).

511.4.5 IMPACT WEAPONS

The need to immediately incapacitate the inmate must be weighed against the risk of causing serious injury or death. The head and neck should not be intentionally targeted with an impact weapon, except when the deputy reasonably believes the inmate may cause serious bodily injury or death to the deputy or others.

511.4.6 KINETIC ENERGY PROJECTILES

Kinetic energy projectiles, when used properly, are less likely to result in death or serious physical injury and can be used by a trained and qualified member in an attempt to de-escalate a potentially deadly situation.

511.5 IMMEDIATE AND CALCULATED USE OF FORCE

An immediate use of force occurs when force is used to respond without delay to a situation or circumstance that constitutes an imminent threat to security or safety. For example, the immediate

or unplanned use of force by staff to stop an inmate from inflicting life-threatening injuries to him/herself or to stop an assault on any other person, including other inmates.

The destruction of government property may require the immediate use of force by staff in some circumstances. A verbal warning should be given before an immediate use of force unless the circumstances preclude it.

If there is no need for immediate action, staff should attempt to resolve the situation through voluntary compliance or, if it reasonably appears necessary, the calculated use of force. A calculated use of force is called for when an inmate's presence or conduct poses a threat to safety or security and the inmate is located in an area that can be controlled or isolated, or when time and circumstances permit advance planning, staffing and organization.

The assistance of non-custody staff (e.g., psychologists, counselors) should be considered when attempting to resolve a situation without confrontation.

A supervisor shall be present in any situation involving the calculated use of force. The supervisor shall notify the Shift Commander for approval and consultation prior to any calculated use of force action.

511.5.1 CONFRONTATION AVOIDANCE PROCEDURES

Prior to any calculated use of force, the supervisor shall confer with the appropriate persons to gather pertinent information about the inmate and the immediate situation. Based on the supervisor's assessment of the available information, he/she should direct staff to attempt to obtain the inmate's voluntary cooperation and consider other available options before determining whether force is necessary.

The supervisor should consider including the following persons and resources in the process:

(a) Mental health specialist

(b) Qualified health care professional

(c) Chaplain

(d) Office Records Division

(e) Any other relevant resources

Regardless of whether discussions with any of the above resources are accomplished by telephone or in person, the purpose is to gather information to assist in developing a plan of action, such as the inmate's medical/mental history (e.g., hypoglycemia, diabetes), any recent incident reports or situations that may be contributing to the inmate's present condition (e.g., pending criminal prosecution or sentencing, recent death of a loved one, divorce). The assessment should include discussions with staff members who are familiar with the inmate's background or present status. This may provide insight into the cause of the inmate's immediate agitation. It also may identify other staff who have a rapport with the inmate and could possibly resolve the incident peacefully, without the use of force.

If force is determined necessary and other means of gaining control of an inmate are deemed inappropriate or ineffective, then the use of force team technique should be used to control the inmate and to apply restraints, if required.

Consideration should also be given to preventing exposure to communicable diseases in calculated use of force situations and to ensuring that medical services personnel are available.

511.6 REPORTING THE USE OF FORCE

Every staff use of force is an incident that shall be reported on the appropriate report form. Any staff member who uses force and any staff directly observing the incident shall make a verbal report to a supervisor as soon as practicable and shall submit the appropriate documentation prior to going off-duty, unless directed otherwise by a supervisor.

The documentation will reflect the actions and responses of each staff member participating in the incident, as witnessed by the reporting staff member.

The report should include:

(a) A clear, detailed description of the incident, including any application of weapons or restraints.

(b) The identity of all involved in the incident (e.g. inmates, staff and others).

(c) The specific reasons for the application of force.

(d) The threat as perceived by the staff involved.

(e) Efforts were made to temper the severity of a forceful response, and if there were none, the reasons why.

(f) Description of any injuries to anyone involved in the incident, including the result of any medical checks that show the presence or absence of injury.

A video recording is required for all calculated use of force incidents and should include the introduction of all staff participating in the process. The recording and documentation will be part of the investigation package. The supervisor should ensure the recording is properly processed for retention and a copy is forwarded with the report to the Chief Deputy within three working days.

The supervisor responsible for gathering the reports may allow a reasonable delay in preparation of a report in consideration of immediate psychological and/or physical condition of the involved deputy.

511.7 SUPERVISOR RESPONSIBILITY

When a supervisor is able to respond to an incident in which there has been a reported use of force, the supervisor is expected to:

(a) Obtain the basic facts from the involved deputies. Absent an allegation of misconduct or excessive force, this will be considered a routine contact in the normal course of duties.

(b) In cases involving the use of deadly force or when serious injury has resulted, obtain an oral statement from the employee. The statement should be restricted to concerns of anything that may present an ongoing threat to the security of the facility or public safety.

(c) Take appropriate measures to address public safety concerns, document the essence of the oral statements in writing and submit it to the Shift Commander.

(d) Ensure that the appropriate investigation authority is notified, if needed.

(e) Ensure that any parties involved in a use of force situation are examined by medical staff, regardless of whether any injuries are reported or detectable, and afforded medical treatment as appropriate.

(f) Separately obtain a recorded interview with all inmates upon whom force was used. If this interview is conducted without the person having voluntarily waived his/her *Miranda* rights, the supervisor should ensure the following in the event a report is submitted to a prosecuting authority:

1. The fact that a recorded interview was conducted by a supervisor and retained for the use of force review should be clearly documented.
2. The content of the interview should not be summarized or included in any related reports submitted to the prosecuting authority.

(g) The recording of the interview should be distinctly marked for retention until all potential for civil litigation has expired.

(h) Once any initial medical assessment or first aid has been completed, ensure that photographs have been taken of any areas involving visible injury or complaint of pain as well as overall photographs of uninjured areas. These photographs should be retained until all potential civil litigation has expired.

(i) Identify any witnesses not already included in related reports.

(j) Review and approve all related reports.

If the supervisor determines that any application of force was not within policy, he/she should detail those findings in a separate report. If there is an injury or complaint of an injury, the supervisor should also prepare a risk management report and should submit all reports to the Shift Commander.

In the event that the supervisor believes the incident may give rise to civil litigation, a separate claim form should be completed and routed to the appropriate channels.

In the event that a supervisor is unable to respond to the scene of an incident involving a reported application of force, the supervisor is still expected to complete as many of the above items as circumstances permit.

If an inmate has made an allegation of an unnecessary or excessive use of force, the interview should be video-recorded and shall be documented on the appropriate report form.

511.8 USE OF DEADLY FORCE

Use of deadly force is justified in the following circumstances:

(a) A deputy may use deadly force to protect him/herself or others from what he/she reasonably believes would be an imminent threat of death or serious bodily injury.

(b) A deputy may use deadly force to stop an escaping inmate when the deputy has probable cause to believe that the inmate has committed, or intends to commit, a felony involving the infliction or threatened infliction of serious bodily injury or death, and the deputy reasonably believes that there is an imminent or future potential risk of serious bodily injury or death to any other person if the inmate is not immediately apprehended. Under such circumstances, a verbal warning should precede the use of deadly force, where feasible.

Imminent does not mean immediate or instantaneous. An imminent danger may exist even if the inmate is not at that very moment pointing a weapon at someone. For example, an imminent danger may exist if a deputy reasonably believes any of the following:

1. The inmate has a weapon or is attempting to access one and it is reasonable to believe the inmate intends to use it against the deputy or another.
2. The inmate is capable of causing serious bodily injury or death without a weapon and it is reasonable to believe the inmate intends to do so.

511.8.1 USE OF DEADLY FORCE-REPORTING

An employee, who intentionally or accidentally uses deadly force, whether on- or off-duty, shall ensure that a supervisor is notified of the incident without delay.

The supervisor shall ensure that the chain of command is notified and all necessary health and safety, medical and security measures are initiated.

The Shift Commander shall promptly notify the Chief Deputy of any incident involving a staff member employing deadly force, or any incident where a death or serious bodily injury may have been caused by a staff member.

511.9 USE OF FORCE REVIEW

The Shift Commander shall review all related reports of use of force incidents occurring on his/her command. The review is to determine whether the use of force was in compliance with policy, procedure and applicable law, and to determine if follow-up action or investigation is necessary. The Shift Commander should also ensure that a review packet containing a copy of all pertinent reports and materials is prepared and forwarded to the Use of Force Review Committee.

511.10 TRAINING

The Chief Deputy shall work with the Training Sergeant to ensure legal and facility training mandates are met. This training shall include the following:

(a) Self-defense

(b) Use of force to control inmates

(c) Weapons training

(d) Confrontation avoidance procedures:

1. Communication techniques
2. Cultural diversity
3. Dealing with the mentally ill
4. Application of restraints
5. Reporting procedures

(e) Forced cell extraction techniques

(f) Use of force team techniques

(g) General restraint training (soft and hard restraints)

511.10.1 TRAINING FOR CONTROL DEVICES

The Training Sergeant shall ensure that all personnel who are authorized to carry a control device have been properly trained and certified to carry the specific control device and are retrained or recertified as necessary.

(a) Proficiency training shall be monitored and documented by a certified, control-device weapons or tactics instructor.

(b) All training and proficiency for control devices will be documented in the deputy's training file.

(c) Deputies who fail to demonstrate proficiency with the control device or knowledge of this office's Use of Force Policy will be restricted from carrying the control device until demonstrating proficiency. If a deputy cannot demonstrate proficiency with a control device or knowledge of this office's Use of Force Policy after remedial training, the deputy may be subject to discipline.

511.10.2 PERIODIC TRAINING

Supervisors should conduct and document regular periodic briefings concerning this policy and the storage and use of weapons and control devices. Any test sheets or documentation of performance should be forwarded to the Training Sergeant to be included in the employee's training record.

EXHIBIT E

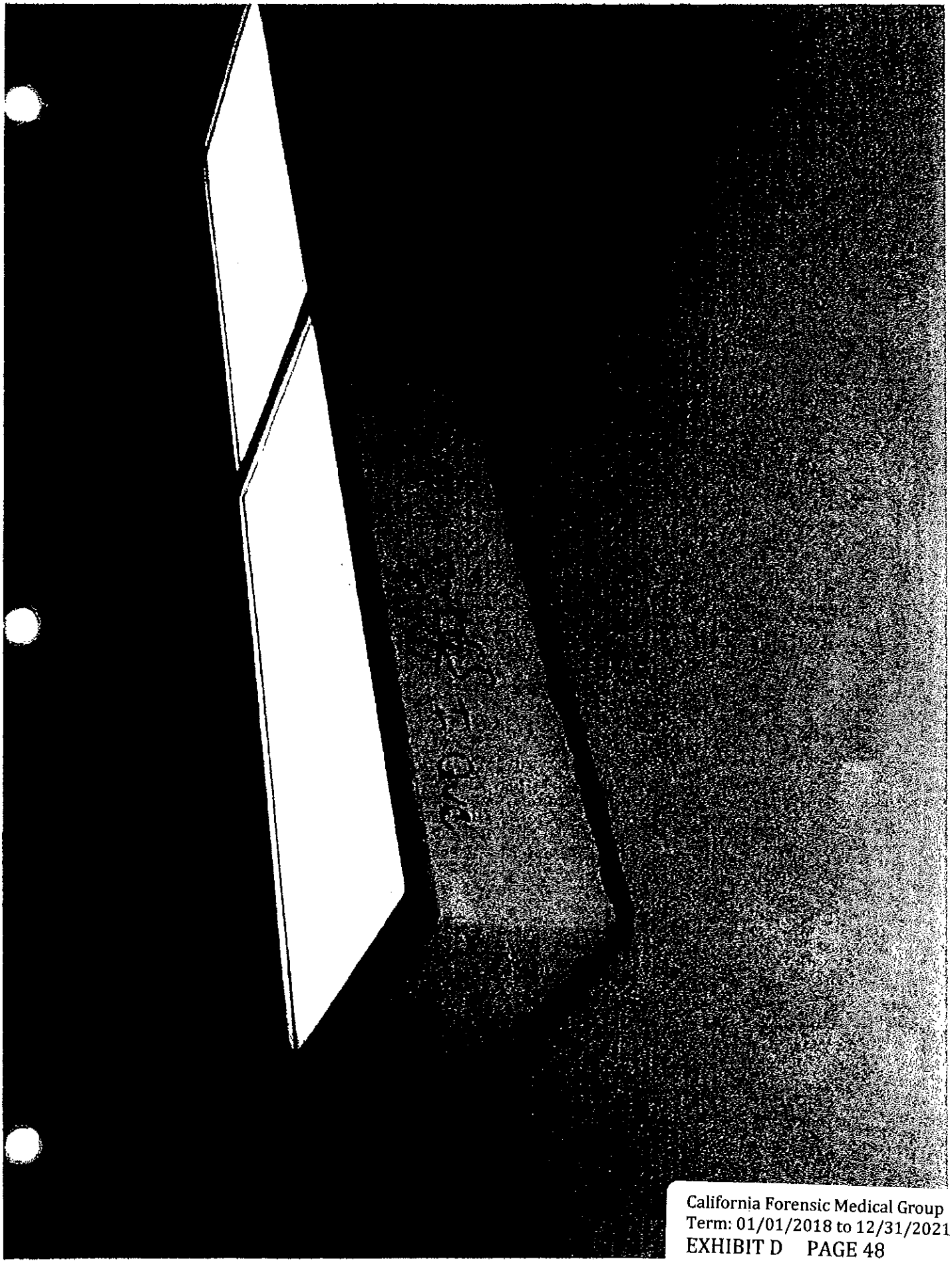


EXHIBIT F

To Agreement by and between
County of Monterey, hereinafter referred to as "County"
and
KITCHELL/CEM, INC., hereinafter referred to as "CONTRACTOR"

A. SCOPE OF SERVICES

CONTRACTOR shall provide services and staff, and otherwise do all things necessary for or incidental to the performance of work for the project described as Jail Security Improvements

1.0 KICKOFF MEETING AND SITE WALKTHROUGH

1.1 CONTRACTOR shall meet with County staff to review and discuss the Sheriff's security needs, the scope of work, and the delivery schedule for two stand alone reports. Budget 1 hour for meeting.

1.2 Immediately following the kickoff meeting, CONTRACTOR shall inspect and document the site conditions throughout the detention facility. Budget 5 hours for walkthrough.

2.0 VULNERABILITY ASSESSMENT SINGLE, DOUBLE OCCUPANT CELLS

PURPOSE: Report findings and recommendations that reduce risk and occurrence of detainee suicide in single- and double-occupant cells in ten housing 'pods' of the Men's and Women's Detention Facility.

2.1 CONTRACTOR shall review the site conditions in the identified housing areas, existing reports and drawings for the housing areas to develop a vulnerability assessment.

2.2 CONTRACTOR shall prepare plan view drawings to illustrate the vulnerable areas, features and blind spots in the housing that create an opportunity for an inmate to commit suicide; and to illustrate the Contractor's recommendations to reduce, limit or remove those features and blind spots.

2.3 Meetings: it is anticipated that one meeting will be required to finalize the stand-alone vulnerability assessment

2.4 Revisions: Based on feedback from County staff, CONTRACTOR shall revise the report for County's final approval.

Estimated duration: 4 weeks from Notice to Proceed

3.0 VIDEO SURVEILLANCE SYSTEM ASSESSMENT

PURPOSE: Evaluate the existing video surveillance system throughout the detention facility and make recommendations and specifications for upgrades and expansion.

3.1 Reviewing data, photographs, drawings and reports provided in TASKS 1 and 2, CONTRACTOR develop a video surveillance system assessment. Assessment shall address existing hardware, servers, display capability, storage capability, capacity for expansion,

3.2 For all replacement and expansion cameras, CONTRACTOR shall provide camera make and model as a basis for design specifications for a future expansion of the system. For storage, display, recording hardware provide make and model. Recommend software and number of user licenses.

3.3 CONTRACTOR shall provide detailed cost estimate for all recommended upgrades, including procurement and installation.

3.4 Meetings: it is anticipated that 1 meeting will be required to finalize the stand-alone video surveillance system assessment.

3.5 Revisions: Based on feedback from County staff, CONTRACTOR shall revise the report for County's final approval.

Estimated duration: 4 weeks from Notice to Proceed

4.0 SCOPING DOCUMENTS

4.1 The CONTRACTOR shall prepare scoping documents based on the approved video surveillance system package, including written specifications and equipment schedules that establish, in detail, the quality levels of materials and systems required for the project

4.2 Specifications: CONTRACTOR shall produce drawings and schedules identifying materials, systems and establish a basis for design

4.3 At 75% completion, the CONTRACTOR shall meet with County staff to review the work and will submit documents for review and comment by each party.

4.4 Upon review and completion of any necessary changes, the CONTRACTOR shall be authorized to submit for permitting.

4.5 Plan Check/ Building Permit – If Plan Check is required, the CONTRACTOR shall work with the County's Building Department and California Board of State and Community Corrections to obtain the permits required for construction based on meeting the requirements of appropriate codes and regulations.

Estimated duration: 12 weeks from County approval of VSS Assessment

5.0 CONTRACTOR SCOPING ASSISTANCE

5.1 Attend a job scoping meeting with County and pre-selected construction general contractor and provide responses to RFI's for the County to distribute to the construction general contractor. Budget 2 hours onsite for the job scoping meeting.

Estimated duration: 4 weeks from acceptance of 100% Construction Documents

6.0 CONSTRUCTION ADMINISTRATION

6.1 CONTRACTOR's responsibility to provide Basic Services for the Construction Administration Phase begins with the issuance of a contract between County and construction general contractor and terminates at the issuance to the Owner of the Certificate of Occupancy. The anticipated length of construction is estimated to be 16 weeks.

6.2 The CONTRACTOR shall be a representative of, and will advise and consult with, County staff during construction.

6.3 CONTRACTOR shall make 3 visits to the project at appropriate intervals during construction to become generally familiar with the progress and quality of the contracts' work and to determine if the work is proceeding in general accordance with the Contract Documents. CONTRACTOR shall provide written field observation reports for all site visits. Budget 1.5 hours on site for each visit.

6.4 The CONTRACTOR shall provide written answers to contractor's RFI's within 2 days after receipt.

6.5 The CONTRACTOR shall review the Construction general contractor's submittals for design compliance. The CONTRACTOR shall review construction general contractor submittals pertaining to items such as shop drawings, product data, samples, and other data for the limited purpose of checking for general conformance with the design concept and the information expressed in the Contract Documents. The CONTRACTOR's review shall be conducted within 3 days.

6.6 CONTRACTOR shall provide clarification of the documents, respond to County and construction general contractor inquiries, document any revisions and prepare Architect's Supplemental Instructions.

6.7 CONTRACTOR shall provide a substantial completion punch list for County and construction general contractor to review and execute. Once the conditions for the substantial completion punch list are met, perform a final punch list walk.

Estimated duration: 16 weeks from the issuance of construction notice to proceed

7.0 Reimbursable Expenses (Allowance)

Per fee schedule in On-call Services Agreement

Excluded services:
Hazardous Materials testing & mitigation
Special Inspections
Lifecycle analysis
LEED certification

B. PAYMENT PROVISIONS

B.1 COMPENSATION/ PAYMENT

County shall pay an amount not to exceed $ for the performance of all things necessary for or incidental to the performance of work as set forth in the Scope of Services. CONTRACTOR'S compensation for services rendered shall be based on the following rates or in accordance with the following terms:

Kickoff Meeting and Site Walkthrough: $
Vulnerability Assessment $
Video Surveillance System Assessment $
Scoping Documents: $
Contractor Scoping Assistance: $
Construction Administration: $
Reimbursable Expenses Allowance: $

There shall be no travel reimbursement allowed during this Agreement, except for mileage.

CONTRACTOR warrants that the cost charged for services under the terms of this Agreement are not in excess of those charged any other client for the same services performed by the same individuals.

B.2 CONTRACTOR'S BILLING PROCEDURES

CONTRACTOR shall submit invoices monthly for the services completed during the previous month. County will make progress payments in accordance with Section 5 of the Agreement.

County may, in its sole discretion, terminate the Agreement or withhold payments claimed by CONTRACTOR for services rendered if CONTRACTOR fails to satisfactorily comply with any term or condition of this Agreement.

No payments in advance or in anticipation of services or supplies to be provided under this Agreement shall be made by County.

County shall not pay any claims for payment for services submitted more than twelve (12) months after the calendar month in which the services were completed.

DISALLOWED COSTS: CONTRACTOR is responsible for any audit exceptions or disallowed costs incurred by its own organization or that of its subcontractors.

Facility Physical Safety Assessment Report

Monterey County Main Jail

Salinas, CA

Prepared by Kitchell

For

County of Monterey, California

ecember 18, 2015

Job No. 6019A3

Table of Contents

Executive Summary

On October 21, 2015, Kitchell and R&N Systems Design conducted a detailed Security Assessment of the County of Monterey Adult Jail Facility on Natividad Road in Salinas, California. The goal of the assessment was to document current physical conditions of the Main Jail facility and provide recommendations that reduce the opportunity for detainee self-harm in cells and units used for inmates that exhibit violent or distruptive behavior. These inmates are kept in designated administrative segregation units or isolation units depending on severity of their offenses.

We were not asked to evaluate County policy, assessment or classification practices, or operational guidelines. These elements of the system have distinct and relevant impact on detainee safety. There are several publications that have addressed evidence based best practices for detainee safety that are available upon request.

Conclusion

A. Physical Safety Elements
   1. When changing physical elements to promote safety, the County should evaluate impacts upon the technical functionality and durability of the chosen solutions against the proposed safety enhancement.
   2. Physical conditions in the Jail combined with the harmful creativity of detainees in a suicidal state of mind provides an opportunity to complete the task.
      a. As found in many detention facilities across the nation, the combination plumbing fixture (combi-unit) provides a step up below an air duct grille mounted on the wall or ceiling above. The main jail incorporates two types of wall grilles that provides ligature opportunities.
         1) Surface mounted detention grade grilles composed of a ½" square grid of 3/8" metal fins.
         2) Back-mounted detention-grade grilles composed of heavy woven wire mesh with wires spaced approximately ¾" on center.
      b. The main jail incorporates three types of smoke detector covers.
         1) A detention grade metal wire cage that provides ligature opportunities.
         2) A detention grade plastic cage that may break away when too much weight is applied. While it may be considered a ligature prevention methodology, the plastic cage also provides a durability and weapon stock challenge for the institution
      c. The stair and mezzanine rails are in supervised areas, but with their horizontal rail design it provides ligature or jumping opportunities should the right combination of opportunity and desire be combined.
      d. The security sealant to fill the gap between combi-units or furniture and the adjacent wall is missing or in need of replacement at several cells observed. Exposed corners behind combi-units might provide a ligature opportunity.
      e. The design of the drinking fountain head on several of the combi-units observed provides a ligature opportunity.

Introduction

The County of Monterey Main Jail Facility is located at 1410 Natividad Road, Salinas, California. The facility is composed of four basic conglomerated buildings built in different decades constructed within the perimeter security fence. The oldest portion of the Jail Facility is the Rehabilitation Facility built in 1971. A connector was built from this building to a purpose built Detention Facility about 1976 comprising of Men's and Women's Housing, and central support which is now the Infirmary and Visitation building. About 1986, the K-Pod dormitory building was built, and in 1996 additional Dormitory units, new Intake Center and central Kitchen were constructed. The assessment team reviewed these buildings, including the recreation yards of each building and the current video surveillance system for inmate safety. The parking lots and ancillary buildings outside the secure fence area were not assessed.

All of the inmate housing reviewed employs an indirect supervision model by which security staff are not present inside the unit while the space is occupied with detainees. This places a greater reliance on remote monitoring from the unit access corridors, or housing control room if present in the building, and use of remote video surveillance at a centralized location. The Men's and Women's Housing presents a unique challenge for the staff due to the small housing units of cells dispersed between the ground and tier levels and lack of a centralized control room in the Men's Housing for physical oversight into the units.

The physical environment plays a role in creating opportunities for self-harm by detainees. Overhanging elements and fixtures on the wall such as mechanical air grilles presents a risk. These elements can provide a means of attachment of bedding and clothing materials available to detainees for self-strangulation.

This study is a review of physical elements that present a risk of self-harm in administrative segregation and isolation housing units in the Men's, Women's Housing and Intake buildings. Each building is broken out with respective observations within and followed with recommendations.

The methodology used in this study included:

- Review of the available construction drawings.
- Visual non-destructive inspection of the building using industry best-practices.
- Interview of custody and maintenance staff.

I. Mens Building A and B Pods

A. Physical Safety Elements

1. The building is used for male detainees and has ten units, of which eight are cell units and two are dormitory units. The cell units for use as administrative segregation housing are designated A and B Pods. Each cell Pod has a dayroom with sixteen single bunk cells, of which eight cells are on the lower level and eight cells on the upper (tier) level. Due to the size of the building, there is no centralized point which direct observation can be made on more than two units.
2. Cells are furnished with a combi-unit and single fixed bed. Ceiling height is approximately 8' high on the lower level and 9' high on the upper level. Exterior window in cell is covered with a perforated steel plate that was added inside the cell in response to escapes and glazing breakage. The cell front to the dayroom has a fixed window as well as glazing in the door. From dayroom, the combi-unit in the cell is not visible.
3. The perforated steel plate over the windows is sealed to the glazing with security sealant and does not present any means of attachment. In one cell observed, the perforated plate was covered with a metal pan so no glazing was visible.
4. A gap is present between the bunk bed pan and the wall. The top edge of the bed can provide ligature opportunities for a person under the bed.
5. The perimeter of the combination unit is not sealed at the wall and can be used as point of attachment, as is the gap between the table and the wall which can catch fabrics. The gap can also be used for concealment of contraband.
6. In the cell, on the wall above the combination unit, is the return air grille. The supply air grill is on the wall above the cell door. Both of the mechanical openings are secured with woven wire mesh, with wires spaced ¾" on center, each way. Wire used on the return air opening is heavier than that on the supply air so the opening size is smaller. County has noted to the review team that the mesh has been used as a point of attachment by detainees standing unobserved on the combination unit and have succeeded in committing suicide. As the return grill is in an unobservable area and the supply in front of the door is observable, there is a propensity that the return grill will be used as a point of attachment. The return air grill in one cell was observed to be covered with a steel pan with the opening on the bottom in response to suicide attempts.
7. A shower curtain hanging from a rod in the inmate shower could be used as a means of attachment. The curtain closes the entire shower stall opening so no direct observation can be made of inmates inside the stall.
8. The elevated walkway serving the upper level cells in the cell dayrooms has a guard rail with four horizontal rails that is scalable and be used for as means of attachment or jumping attempts off the walkway.
9. Recommendations:
   a. Seal the gap between the bed and the wall with security sealant or use in combination with steel angles welded to the bed pan edge if the gap is too large for sealant alone.
   b. Provide security sealant around combi-unit to the wall.
   c. In A and B Pods, provide security diffuser with perforated security diffuser of hole openings not greater than 3/16" per BSCC standards in place of all supply and return air grilles in cells. Remove existing mesh from within the chase side of the wall or cut grill clear of opening on room side. After installation of new diffusers, perform mechanical air balance in pod for proper air flow within cells and dayrooms. Priority should be given to the return air grill in the cells and both the supply and return air grill in the holding cells.

d. Provide shower curtain with breakaway Velcro hangers and mesh openings above chest height and below the knee of inmates for observation. Curtain rod should be replaced with sliding track mounted to the ceiling or underside of shower stall opening.
e. Install woven wire mesh security wall at the tier level walkway of A and B pod to address jumping by higher risk population.

II. Womens Building R, S, and V Pods

A. Physical Safety Elements

1. The building is used for female detainees and has an elevated centralized housing control room for direct line of sight into four cell units and one dormitory unit that was converted from a dayroom for the building. The cell units in use for administrative segregation are designated as R and S Pods. Each cell pod has 8 cells on the ground level and 8 cells on the tier (mezzanine) level, all with single beds. Line of sight from the control room to the cell front in each pod is good. Most of the sixth pod, V Pod, is used for inmate programs with remainder for Holding Cells accessed from the main corridor.
2. Cells are furnished with a combination plumbing fixture and a fixed bed. Ceiling height is approximately 8' high on the lower level and 9' high on the upper level. Exterior window in cell is covered with a perforated steel plate that was added inside the cell in response to escapes and glazing breakage. The cell front to the dayroom has a fixed window as well as glazing in the door. From dayroom and housing control, the combination fixture in the cell is not visible.
3. The perforated steel plate over the windows is sealed to the glazing with security sealant and does not present any means of attachment.
4. A gap is present between the bunk bed pan and the wall. The top edge of the bed can provide ligature opportunities for a person under the bed.
5. The perimeter of the combination unit is not sealed at the wall and can be used as point of attachment, as is the gap between the table and the wall which can catch fabrics. The gap can also be used for concealment of contraband.
6. In the cell, on the wall above the combination unit is the return air grille. The supply air grill is on the wall above the cell door. Both of the mechanical openings are secured with woven wire mesh, with wires spaced ¾" on center, each way. Wire used on the return air opening is heavier than that on the supply air so the opening size is smaller. County has noted to the review team that the mesh has been used as a point of attachment by detainees standing unobserved on the combination unit and have succeeded in committing suicide. As the return grill is in an unobservable area and the supply in front of the door is observable, there is a propensity that the return grill will be used as a point of attachment.
7. A shower curtain hanging from a rod in the inmate shower could be used as a means of attachment. The curtain closes the entire shower stall opening so no direct observation can be made of inmates inside the stall.
8. The elevated walkway serving the upper level cells in the cell dayrooms has a guard rail with four horizontal rails that is scalable and be used for jumping attempts off the walkway.
9. Part of the V Pod at ground level is used for Holding Cells. Accessed from a single loaded corridor connected to the main corridor, these cells cannot be seen from the housing control room and do not have any staff stations nearby for monitoring. Due to remoteness, there is a greater chance of self-harm in the holding cells than in the housing cells.
10. The Holding Cells fixtures are similar to the housing cells noted above with exception that a surface mounted paging speaker with cast metal grill with large square openings is mounted on the ceiling. It is evident that the speaker is in reach range as it is stuffed with paper by inmates and can provide a means of attachment.

11. Recommendations:
    a. Seal the gap between the bed and the wall with security sealant or use in combination with steel angles welded to the bed pan edge if the gap is too large for sealant alone.
    b. Provide security sealant around combi-unit to the wall.
    c. In R and S Pods, and holding in V Pod, provide security diffuser with perforated security diffuser of hole openings not greater than 3/16" per BSCC standards in place of all supply and return air grilles in cells. Remove existing mesh from within the chase side of the wall or cut grill clear of opening on room side. After installation of new diffusers, perform mechanical air balance in pod for proper air flow within cells and dayrooms. Priority should be given to the return air grill in the housing cells and both the supply and return air grill in the holding cells.
    d. Provide shower curtain with breakaway Velcro hangers and mesh openings above chest height and below the knee of inmates for observation. Curtain rod should be replaced with sliding track mounted to the ceiling or underside of shower stall opening.
    e. Install woven wire mesh security wall at the tier level walkway of R and S Pods to address jumping by higher risk population.
    f. Provide paging speaker with a perforated metal cover in the Holding Cells.

III. Intake Center Building Isolation

A. Physical Safety Elements

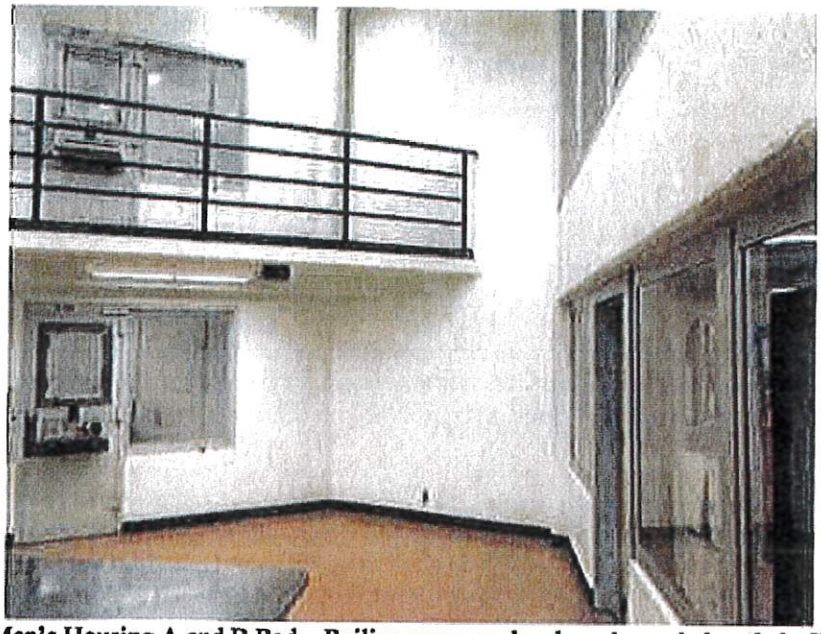
1. The Intake Center was constructed with several distinct uses – Vehicle Sallyport, Intake, Isolation Unit, and a Work Furlough Unit constructed as a dormitory unit. All these spaces are on one level.
2. The Isolation Unit was initially designed for female intake but the six holding cells were converted to single bed isolation cells served by a corridor. The cells are provided with wall mount table and floor mount stool with wall brace, and pedestal mounted fixed bunk bed. A combi-unit with masonry privacy wall is also present. All of the mechanical and low voltage electrical fixtures mounted on the ceiling of the cells are not appropriate for a housing cell.
    a. The Isolation cells cannot be observed from a central point as it was not designed as a housing unit.
    b. Wall brace of stool can be used as point of attachment, as is the gap between the table and the wall which can catch fabrics.
    c. A gap is present between the bunk bed pan and the wall. The top edge of the bed can hold a knotted noose of a person under the bed.
    d. Mechanical diffusers in isolation cells for supply and return have square perforated openings in excess of current BSCC standards. The return air grill is located above the combination unit and can used as a point of attachment for detainees standing unobserved on the combination unit. The supply is located over the bed area but visible from the cell windows. There are gaps between the grilles and the ceiling.
    e. Ceiling mount smoke detector in isolation cell has plastic dome cover to prevent tampering of the detector. The dome is subject to vandalism and parts may be used for self or staff harm.
    f. The ceiling mount speaker cover is made of plastic and is not vandal proof.
    g. Lighting fixtures are appropriate for the location. There is a night light covered with paper in the cell that will require further site review.
    h. The staff has a concern with the masonry privacy wall at the combination unit of the isolation cells due to impaired views into the cell.
    i. Condition of the shower stall used by inmates kept under Isolation will require further site review.

3. Recommendations:
   a. In isolation cells, remove the wall brace from stool and seal the perimeter of the table to the wall to prevent means of attachment.
   b. Seal the gap between the bed and the wall with security sealant or use in combination with steel angles welded to the bed pan edge if the gap is too large for sealant alone.
   c. In all cells, provide security diffuser with perforated security diffuser of hole openings not greater than 3/16" per BSCC standards, in place of all supply and return air grilles in cells. After installation of new diffusers, perform mechanical air balance in pod for proper air flow within cells and dayrooms. Priority should be given to the return air grill in the cells. Gaps between the grill and ceiling should be sealed with a flexible security sealant that permits removal of the grill for maintenance reasons.
   d. Relocate smoke detectors to the return air duct to avoid tampering with device, or cover device with perforated metal cage.
   e. Provide detention grade perforated metal grill for the ceiling mounted speaker.
   f. In isolation cells, the privacy wall at the combination plumbing fixture mounted on the front chases may be removed to improve views into the cell. Two cells with the combination fixture mounted at the back of the cell should retain the privacy wall to meet BSCC requirements.

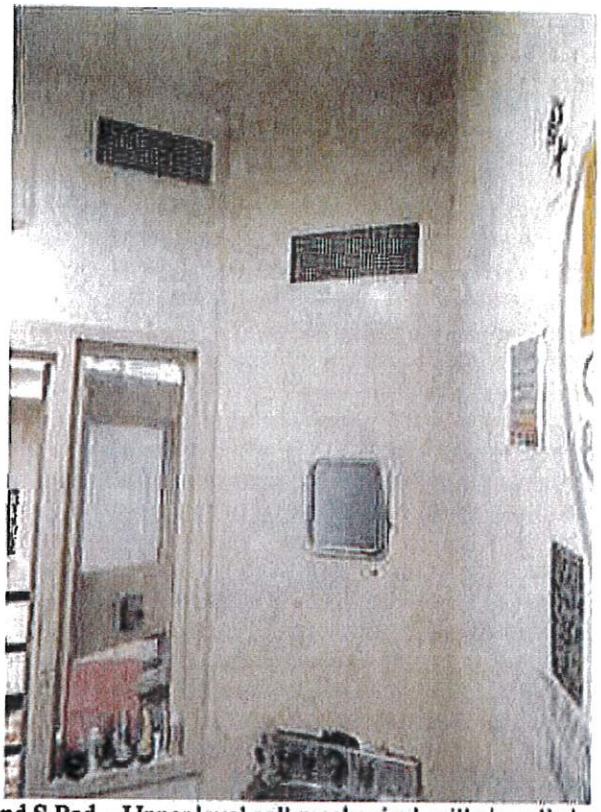
Appendix A – Photos

Men's Housing A and B Pod – Mechanical grills in cells have excessive openings. Return air grill is on the right in photograph.

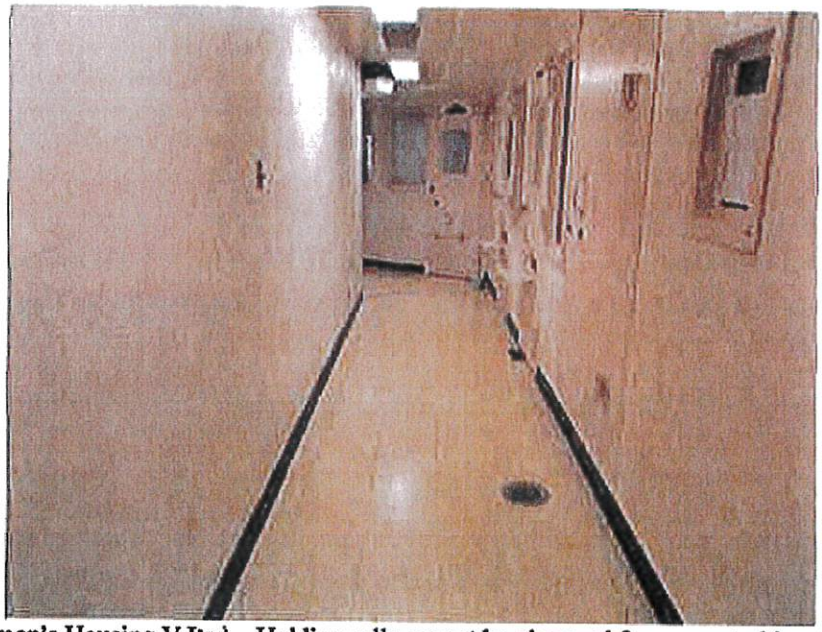
Men's Housing A and B Pod – Shower curtain provides opportunities for strangulation.



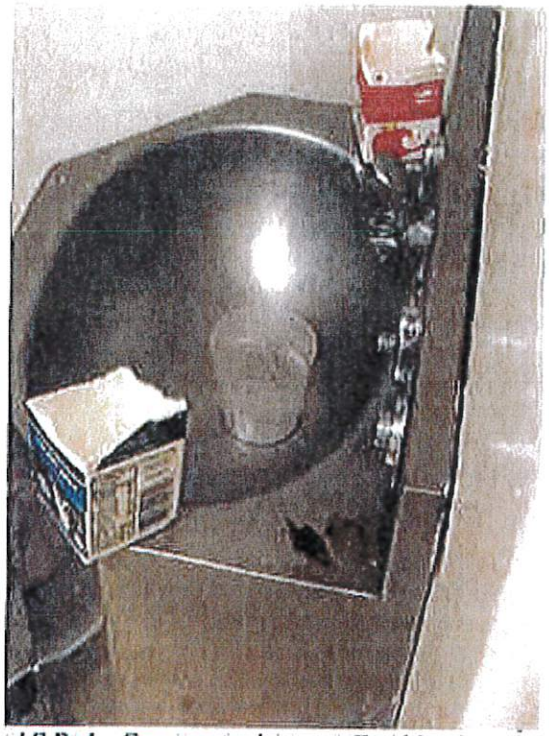
Men's Housing A and B Pod – Railing on upper level can be scaled or tied off.



Women's Housing R and S Pod – Upper level cell mechanical grills in cells have excessive openings.

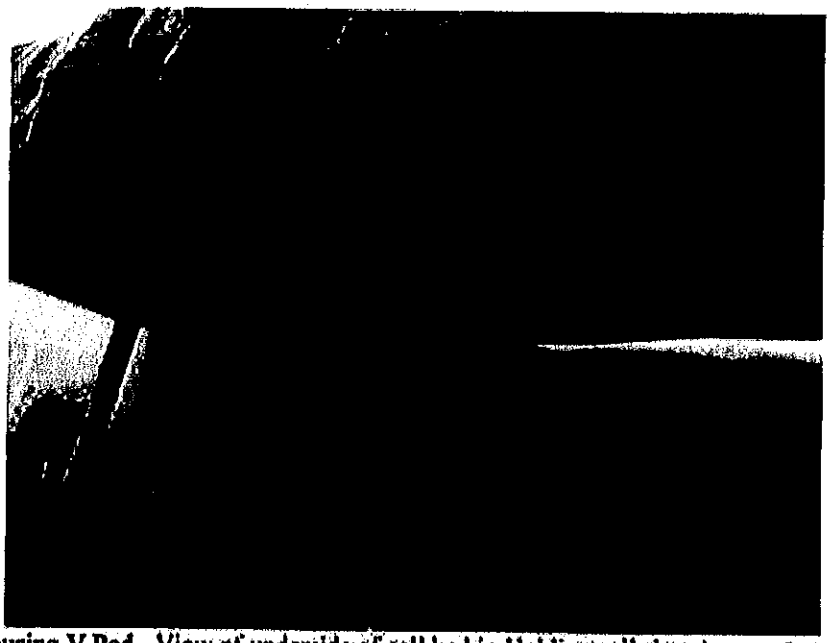


Women's Housing V Pod – Holding cells cannot be observed from a central location.

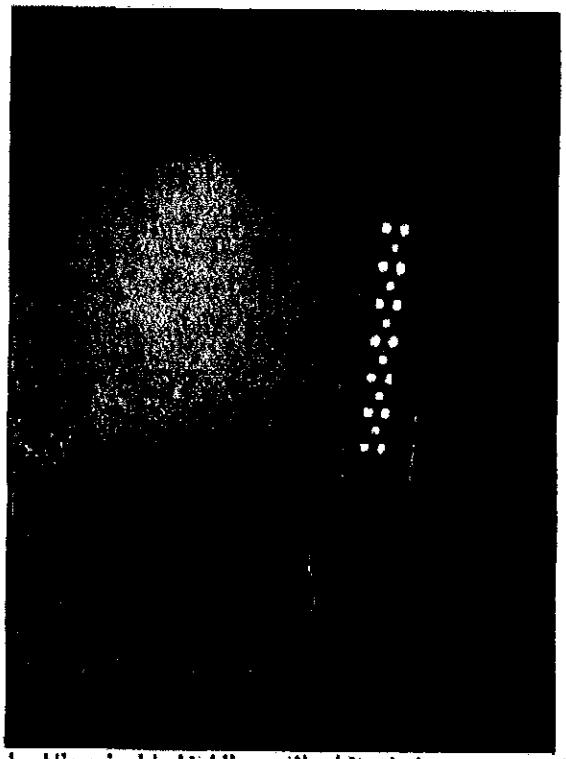


Women's Housing R and S Pod – Gap present between Combination Plumbing Fixture and wall.

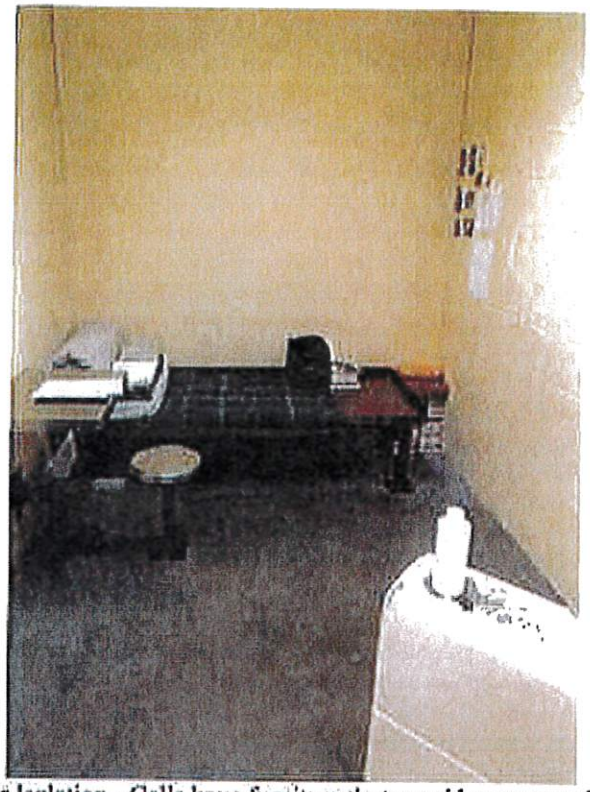
Women's Housing R and S Pod - Railing on upper level can be scaled or tied off.



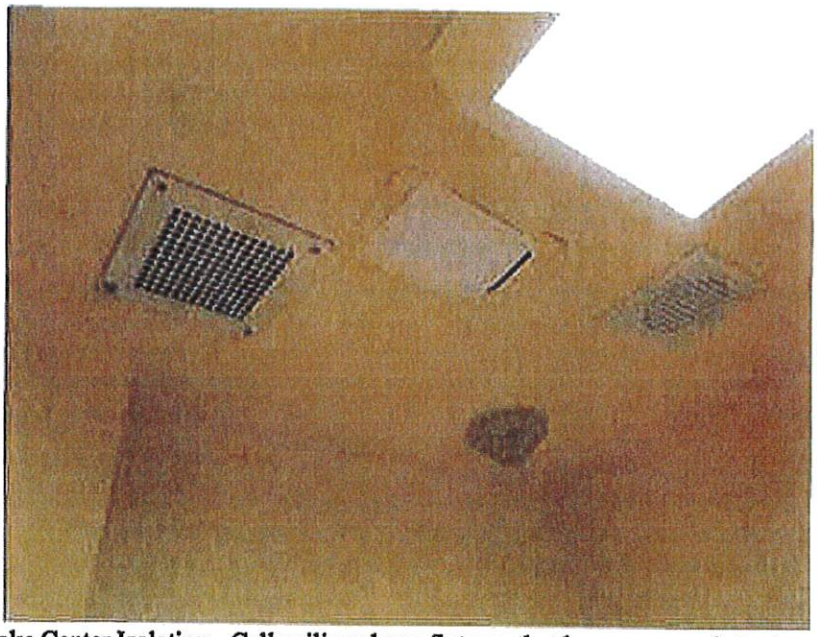
Women's Housing V Pod - View of underside of cell bed in Holding cell showing gap between bed and wall, and inmate graffiti.



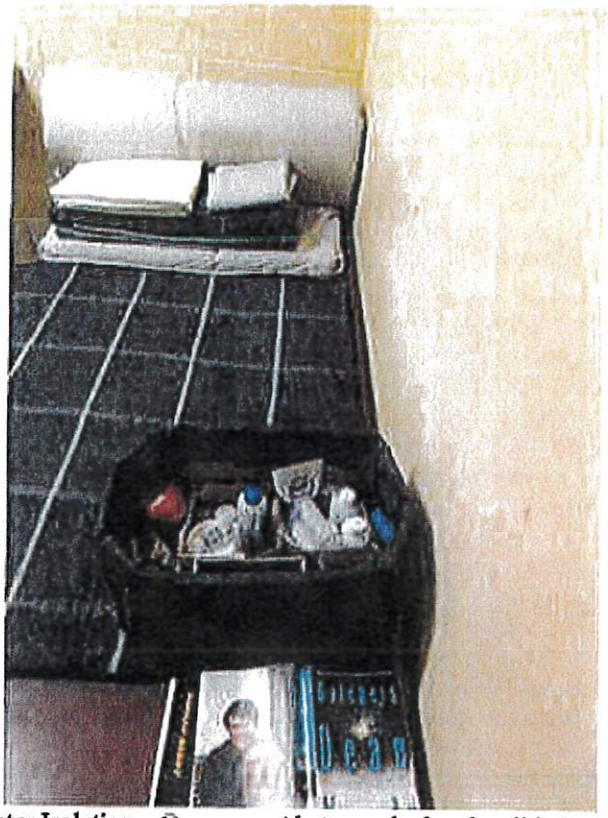
Women's Housing V Pod – View inside Holding cell with window cover and paging speaker visible.



Intake Center Isolation - Cells have furniture that provides means of attachment.



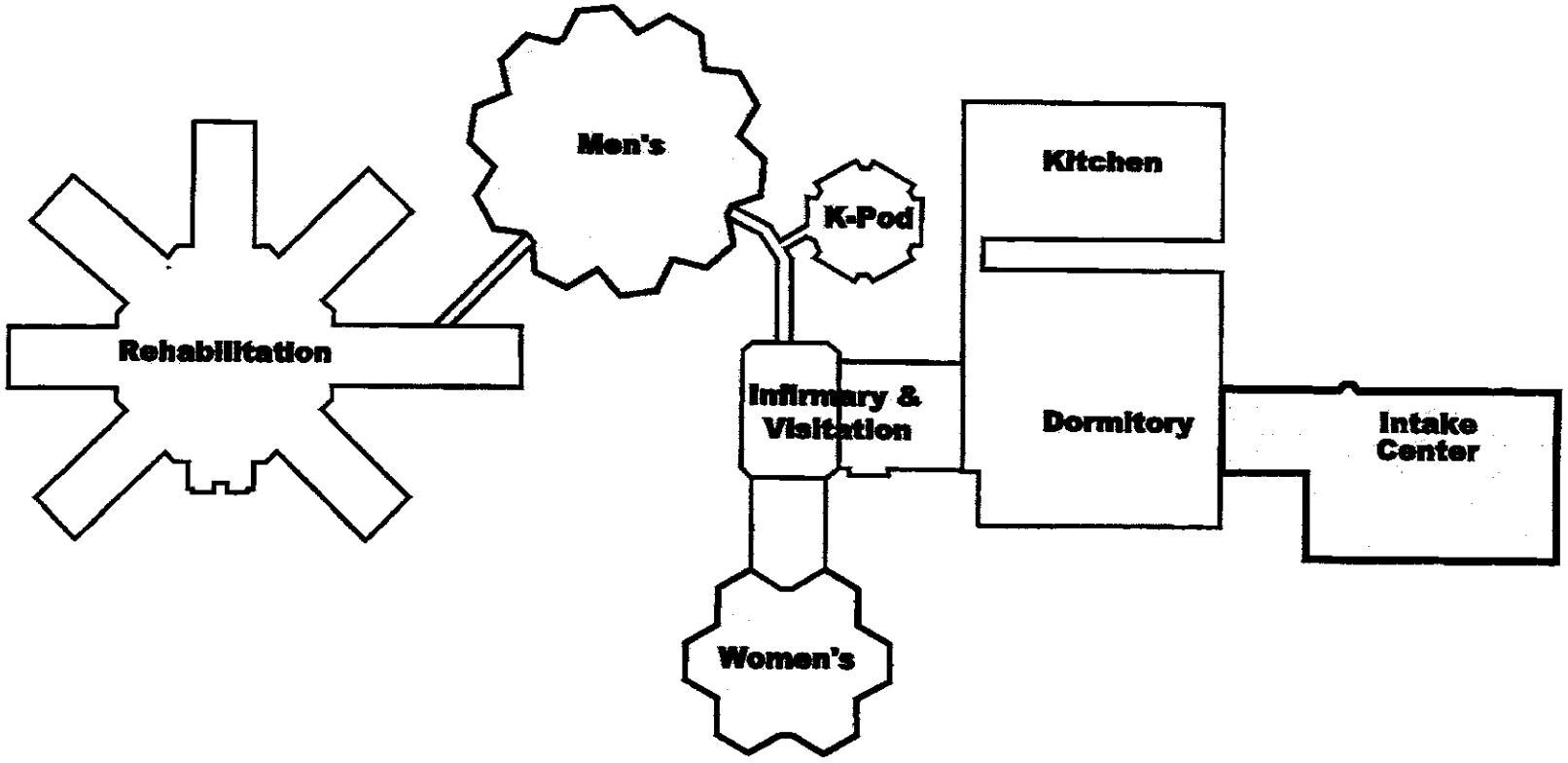
Intake Center Isolation - Cell ceilings have fixtures that have means of attachment.



Intake Center Isolation – Gap present between bed and wall in Isolation Cell.

Appendix B – Drawings

See following sheets for Facility Physical Safety Assessment Building Plans.



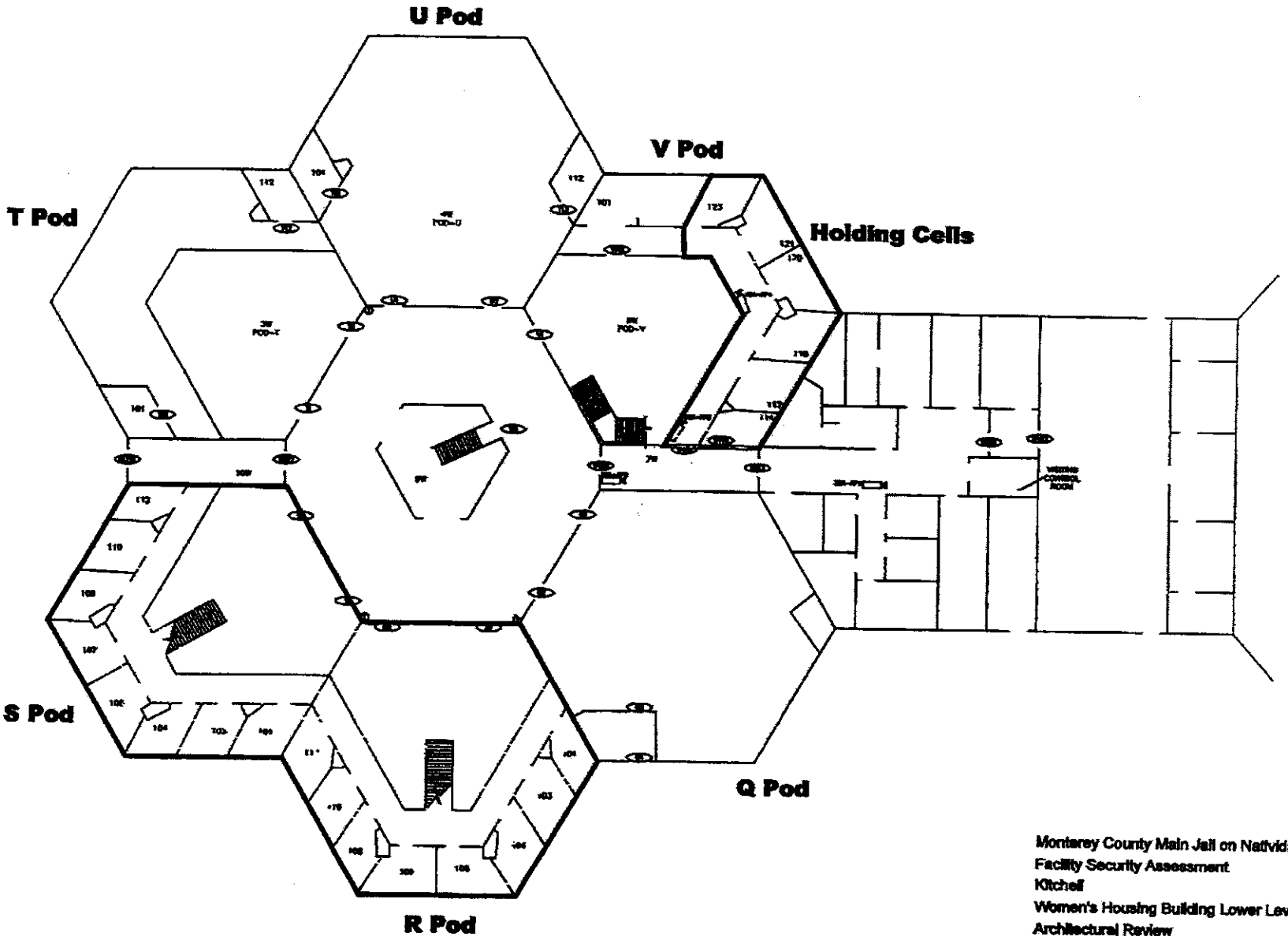
NORTH

Monterey County Main Jail on Natividad
Facility Security Assessment
Kitchell
Overall Jail Facility Plan
Architectural Review
Not to Scale

Sheet
A1

NORTH
Sheet
A2
Page 17 of 21
Monterey County Main Jail on Natividad
Facility Security Assessment
Kitchell
Men's Housing Building Lower Floor Plan
Architectural Review
Not to Scale
I Pod
J Pod
H Pod
A Pod
G Pod
B Pod
F Pod
C Pod
E Pod
D Pod

NORTH
Sheet
A3
Page 18 of 21
Monterey County Main Jail on Natividad
Facility Security Assessment
Kitchell
Men's Housing Building Upper Floor Plan
Architectural Review
Not to Scale
A Pod
B Pod
C Pod
D Pod
E Pod
F Pod
G Pod
H Pod
I Pod
J Pod

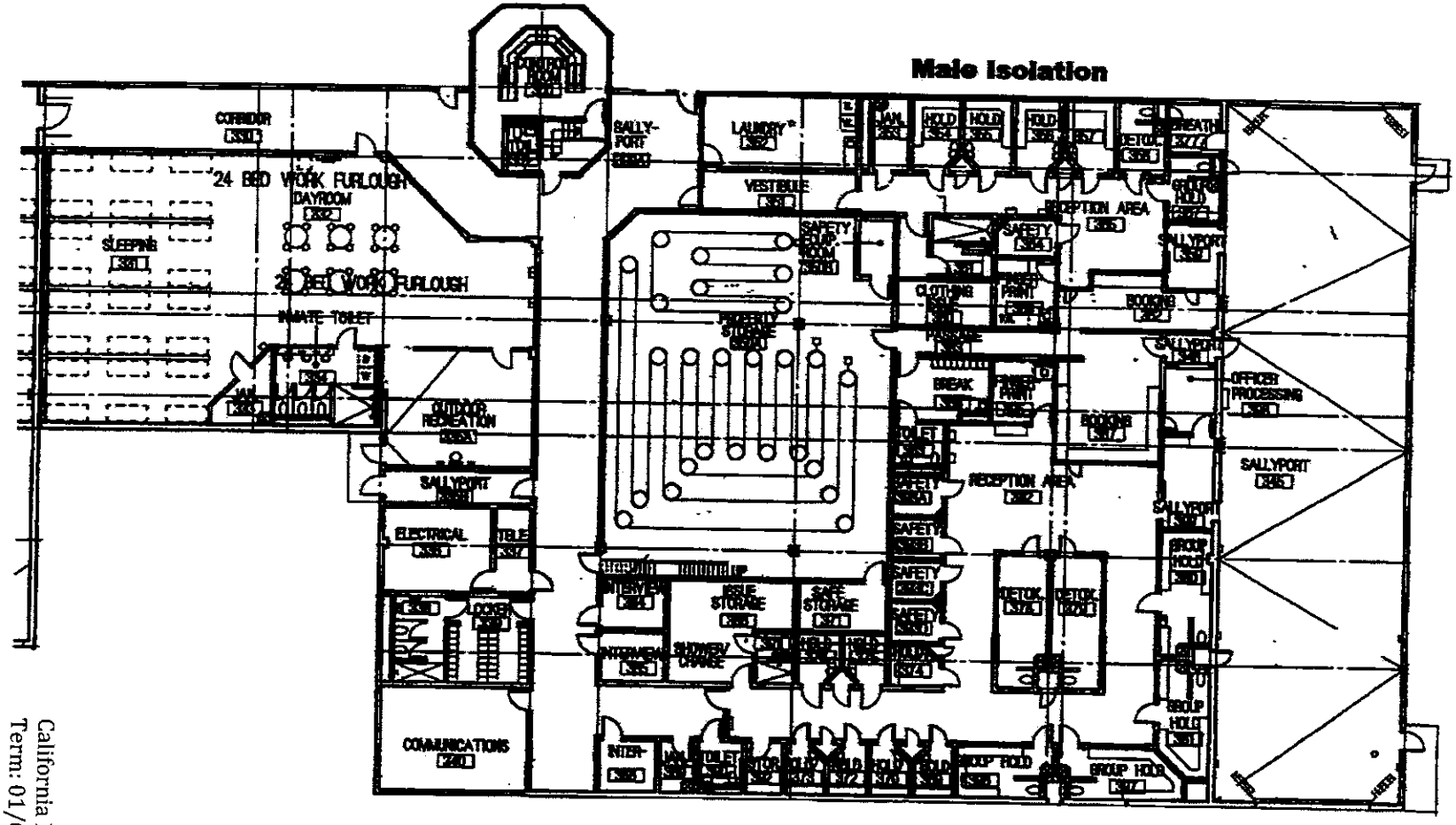


NORTH

Monterey County Main Jail on Natividad
Facility Security Assessment
Kitchell
Women's Housing Building Lower Level
Architectural Review
Not to Scale

Sheet
A4

NORTH
Sheet
A5
Page 20 of 21
Monterey County Main Jail on Natividad
Facility Security Assessment
Kitchell
Women's Housing Building Upper Level
Architectural Review
Not to Scale
V Pod
Q Pod
U Pod
R Pod
T Pod
S Pod



Monterey County Main Jail on Natividad
Facility Security Assessment
Kitchell
Intake Center Building Floor Plan
Architectural Review
Not to Scale

Sheet
A6

EXHIBIT G

505.6 MAINTENANCE OF PRIVILEGES

Administrative segregation and protective custody shall consist of separate and secure housing but shall not involve any deprivation of privileges other than what is necessary to protect the inmates or staff (15 CCR 1053).

Inmates who are classified for housing in administrative segregation or protective custody shall, at a minimum, be allowed access to programs and services including, but not limited to, the following:

- Inmate telephones
- Family visitation
- Educational programming appropriate to the inmate classification
- Access to commissary services
- Library and law library services
- Social services
- Faith-based guidance, counseling and religious services
- Recreation activities and exercise
- Social and professional visits

Nothing in this policy prohibits changing the delivery of programs or services to segregated inmates in order to provide for the safety and security of other inmates and staff.

505.7 REVIEW OF STATUS

The Classification Unit shall review the status of all inmates who are housed in segregation units and designated for administrative segregation or protective custody. This review shall occur every 30 days. The review should include information about these inmates to determine whether their status in administrative segregation and protective custody is still warranted.

If other reasonable housing options exist that will provide for the safety of the inmate, the inmate should be moved out of segregation. In reviewing an alternative housing decision, the safety of the inmate shall receive the utmost consideration.

505.8 HEALTH EVALUATION REQUIREMENTS

After notification from staff that an inmate is being placed in segregation, medical staff shall ensure that the following occurs:

(a) A qualified health care professional shall review the inmate's health record to determine whether existing medical, dental or mental health needs contraindicate the placement or require special accommodations.

(b) If contraindications or special accommodations are noted, the qualified health care professional shall inform the Classification Unit and coordinate the appropriate plan for the inmate based on the safety needs of the facility and the medical needs of the inmate.

505.8.1 HEALTH CONSIDERATIONS

Due to the possibility of self-inflicted injury and depression during periods of segregation, health evaluations should include notations of any bruises and other trauma markings and the qualified health care professional's comments regarding the inmate's attitude and outlook.

(a) A medical assessment should be documented in the inmate's medical file.

(b) A qualified health care professional shall also conduct weekly rounds for a mental health evaluation.

When an inmate is classified as a special management inmate due to the presence of a serious mental illness and is placed in a segregation setting, the staff shall document this in the inmate's file and notify the qualified health care professional.

Where reasonably practicable, a qualified health care professional should provide screening for suicide risk during the three days following admission to the segregation unit.

505.9 SAFETY CHECKS

A staff member shall conduct a face-to-face safety check of all special management inmates, including those housed in administrative segregation or protective custody, at least every 60 minutes on an irregular schedule. Inmates placed in a Safety Cell who are violent, have mental health problems or who demonstrate behavior that is easily identified as out of the ordinary or bizarre in nature or who are at risk of suicide should be personally observed by the staff every 15 minutes on an irregular schedule. Subsequent supervision routines should be in accordance with orders provided by the qualified health care professional.

505.10 LOG PROCEDURES

Handwritten logs should be completed in ink. Once an entry is made it should not be modified. If corrections or changes are needed they should be done by way of a supplemental entry. Electronically captured logs will be maintained in a way that prevents entries from being deleted or modified once they are entered. Corrections or changes must be done by way of supplemental entries. At a minimum the log will contain the following:

- Inmate name
- Inmate identification number
- Housing location

Log entries should be legible, entered promptly and provide sufficient detail to adequately reflect the events of the day for future reference.

The date and time of the observation or incident and the name and identification number of the staff member making the log entry shall be included on each entry.

Supervisors should review the logs frequently during the shift and enter comments as appropriate. At minimum, supervisors should enter the date and time of each review and initial the log.

All safety checks will be documented in detail and should include the exact time of the safety check and the initials of the employee conducting the check. All documentation will be gathered and provided to the Facility Commander at midnight each day.

505.10.1 LOG INSPECTION AND ARCHIVAL OF LOGS

The Shift Commander shall review and evaluate the logs and pass any significant incidents via the chain of command to the Facility Commander or Chief Deputy for review.

The logs will be retained by the Office in accordance with established records retention schedules, but in no case less than one year.

DRAFT

EXHIBIT H

Inmates with Disabilities

602.1 PURPOSE AND SCOPE

This policy provides guidelines for addressing the needs and rights of inmates detained by this office, in accordance with the Americans with Disabilities Act (ADA).

602.1.1 DEFINITIONS

Definitions related to this policy include:

Disability - The ADA defines a disability as a physical or mental impairment that limits one or more major life activities. These include, but are not limited to, any disability that would substantially limit the mobility of an individual or an impairment of vision and/or hearing, speaking or performing manual tasks that require some level of dexterity.

602.2 POLICY

This office will take all reasonable steps to accommodate inmates with disabilities while they are in custody and will comply with the ADA and any related state laws. Discrimination on the basis of disability is prohibited.

602.2.1 DEPUTIES RESPONSIBILITIES

Deputies should work with health care providers to aid in making accommodations for those with physical disabilities. Deputies who manage the classification process should be aware of inmates with disabilities before making housing decisions, as often persons with mobility issues will require a lower bunk and accessible toilet and shower facilities. In addition, some inmates may require ongoing assistance to manage their activities of daily living. Trained staff must be available to aid these inmates. One inmate shall not be placed in the role of assisting or managing another inmate's activities of daily living.

When necessary or required, the supervisor or classification deputy should consult with the jail health nurse or the responsible physician regarding housing location.

Inmates with prosthetics or other adaptive devices shall be allowed to keep the devices provided the safe and secure operation of the facility is not compromised. The supervisor or jail health nurse will verify the medical necessity of the device with the inmate's medical provider.

The inmate may be administratively segregated from the general population when:

He/she cannot reasonably function without the device.
No other reasonable alternatives are available.
The device poses a threat to the safety of staff, inmates, visitors or the physical plant.

602.2.2 CHIEF DEPUTY RESPONSIBILITIES

The Chief Deputy or their designee, in coordination with the health care authority, will establish procedures to assess and reasonably accommodate the disabilities of inmates. The procedures will include, but not be limited to:

- Establishing housing areas that are equipped to meet the physical needs of inmates, thereby providing for their safety, security, personal care and hygiene in a reasonably private environment, while affording integration with other inmates.
- Establishing classification criteria to make housing assignments for inmates with disabilities.
- Establishing transportation procedures for transporting inmates with limited mobility.
- Establishing guidelines for the provision of services, programs and activities to the disabled.

602.3 CHIEF DEPUTY RESPONSIBILITIES

The Chief Deputy, or their designee, will establish written procedures to assess and reasonably accommodate disabilities of inmates. The procedures will include, but not be limited to:

- Establishing housing areas that are equipped to meet the physical needs of disabled inmates, including areas that allow for personal care and hygiene in a reasonably private setting and for reasonable interaction with inmates.
- Establishing classification criteria to make housing assignments to inmates with disabilities.
- Assigning individuals with adequate training to assist disabled inmates with basic life functions as needed. Inmates should not provide this assistance except as allowed in the Inmate Assistants Policy.
- Establishing transportation procedures for moving inmates with limited mobility.
- Establishing guidelines for services, programs and activities for the disabled and ensuring that inmates with disabilities have an equal opportunity to participate in or benefit from all aspects of the facility's efforts to prevent, detect and respond to sexual abuse and sexual harassment (28 CFR 115.16)..
- Establishing procedures for the request and review of accommodations.
- Establishing guidelines for the accommodation of individuals who are deaf or hard of hearing, have common disabilities such as sight and mobility impairments, developmental disabilities and common medical issues, such as epilepsy.
- Identification and evaluation of all developmentally disabled inmates, including contacting the regional center for the developmentally disabled to assist with diagnosis and/or treatment within 24 hours of identification, excluding holidays and weekends (15 CCR 1057).

The Chief Deputy is responsible for ensuring the Monterey County Sheriff's Office jail is designed or adapted to reasonably accommodate inmates with disabilities. At a minimum this includes:

- Access to telephones equipped with a telecommunications device for the deaf **(TDD)** for inmates who are deaf, hard of hearing or speech-impaired.
- If orientation videos are used to explain facility rules to newly admitted inmates, subtitles may be displayed on the video presentation to assist inmates who have impaired hearing.

- Some cells and dormitories should be equipped with wheelchair accessible toilet and shower facilities. Inmates with physical disabilities should be allowed to perform personal care in a reasonably private environment.
- Tables designed for eating should be accessible to those in wheelchairs.

602.4 DEPUTIES RESPONSIBILITIES

Deputies should work with qualified health care professionals to aid in making accommodations for those with physical disabilities.

Deputies who work in the classification process should be aware of inmates with disabilities before making housing decisions. For example, persons with mobility issues may require a lower bunk and accessible toilet and shower facilities. When necessary or required, a supervisor of classification deputy should consult with the qualified health care professional or the Responsible Physician regarding housing location.

Deputies should assist an inmate with a disability by accommodating the inmate consistent with any guidelines related to the inmate's disability. If there are no current guidelines in place, deputies receiving an inmate request for accommodation of a disability should direct the inmate to provide the request in writing or assist the inmate in doing so, as needed. The written request should be brought to the on-duty supervisor as soon as practicable but during the deputy's current shift. Generally, requests should be accommodated upon request if the accommodation would not raise a safety concern or affect the orderly function of the jail. The formal written request should still be submitted to the on-duty supervisor.

Requests that are minor and do not reasonably appear related to a significant or ongoing need may be addressed informally, such as providing extra tissue to an inmate with a cold. Such requests need not be made in writing.

602.5 ACCOMMODATION REQUESTS

Inmates shall be asked to reveal any accommodation requests during the intake medical process. Any such request will be addressed according to the medical process.

Requests for accommodation after initial entry into the facility should be made through the standard facility request process and should be reviewed by a supervisor within 24 hours of the request being made. The reviewing supervisor should evaluate the request and, if approved, notify the Chief Deputy and any other staff as necessary to meet the accommodation. The supervisor should make a record of the accommodation in the inmate's file.

A supervisor who does not grant the accommodation, either in part or in full, should forward the request to the Chief Deputy within 48 hours of the request being made. The Chief Deputy, with the assistance of legal counsel, should make a determination regarding the request within five days of the request being made.

602.6 TRAINING

The Training Sergeant should provide periodic training on such topics as:

(a) Policies, procedures, forms and available resources for disabled inmates.

(b) Working effectively with interpreters, telephone interpretive services and related equipment.

(c) Training for management staff, even if they may not interact regularly with disabled individuals, so that they remain fully aware of and understand this policy and can reinforce its importance and ensure its implementation.

DEAF AND HARD OF HEARING SERVICE CENTER, INC.

AGREEMENT FOR PROVISION OF INTERPRETING/ TRANSLITERATING SERVICES

This agreement is made and entered into, by and between Deaf and Hard of Hearing Service Center (hereinafter referred to as DHHSC), a non-profit agency and Monterey County Sheriff's Department.

PURPOSE:

DHHSC is a non-profit agency that provides comprehensive services to the deaf and hard of hearing community. As such, DHHSC is in a position to provide effective services that address the unique needs of that community.

GENERAL PROVISIONS:

1. The term "interpreter" as used in this agreement refers to a person trained, skilled, qualified and/or certified in facilitating the transfer of information and messages between deaf and hard of hearing individuals and others. The term "client" refers to the person(s) or agency requesting the service. Additionally, the term "consumer" refers to the deaf or hard of hearing individual. Therefore, it is possible to be both the client and the consumer of services.

2. Some interpreting requests will be filled by DHHSC's staff interpreter(s), and others by freelance interpreters functioning as independent subcontractors and not as employees or agents of DHHSC.

3. This agreement is for the provision of interpreting/transliterating services only and does not indicate any assurance by DHHSC that the internal policies and/or guidelines of the client regarding the provision of services comply with applicable laws.

4. This agreement will not prevent DHHSC from advocating for and providing additional services to the deaf and hard of hearing or other clients.

DHHSC AGREES TO:

1. Provide Sign Language interpreting services based on the availability of qualified and/or certified staff or freelance subcontractors who best suit the language mode of the consumer and the subject matter of the client.

2. Confirm with the contact person at Monterey County Sheriff's Department when an interpreter has been assigned or is not available.

3. Maintain confidentiality of all information interpreted to the fullest extent permitted by law.

4. Upon receiving notification of cancellation of an appointment for which an interpreter has been confirmed, make a good faith effort to cancel the assignment without cost to Monterey County Sheriff's Department

5. DHHSC realizes that personnel under this agreement are subject to and must comply with the rules, regulations, and policies of Monterey County Sheriff's Department

6. DHHSC agrees to take out and keep in force, at DHHSC's expense, public liability insurance with a reputable company.

Monterey County Sheriff's Department AGREES:

1. To contact DHHSC at least two weeks in advance (whenever possible) when requesting service. This request should include:
   - Agency name/name of individual requesting service and phone number
   - Name and phone number of contact person
   - Date and time of assignment
   - Address and location of assignment
   - Consumer's name
   - Type of assignment (medical appointment, surgery, training, consultation, job interview, etc.)
   - Additional billing information needed to process the invoice, which may require inclusion of the following: case number, patient ID number, cost center number, date of birth, social security number, purchase order number, authorization number, or agreement number

2. To provide a twenty-four (24) hour cancellation/change of appointment notice to avoid incurring charges.

Initial _____

3. To pay DHHSC in full for interpreting services and related charges upon receipt of invoice for services. Bills not paid within sixty days of receipt of invoice will incur a five percent surcharge.
4. That its billing address is (check preference):
   ☒ the same as the address in the signature block at the end of this agreement
   or:
   ☐ Company Name: _____
   Attn: (optional) _____
   Street Address: _____
   City, State, Zip Code: _____
   or:
   ☐ Email: _____
   or:
   ☐ Fax Number & Attn of: _____

DHHSC AND Monterey County Sheriff's Department AGREE AS FOLLOWS:

1. DHHSC will provide interpreting/transliterating services to Monterey County Sheriff's Department at the rate of $80.00 per hour during the day (8:00 AM to 5:00 PM) or $90.00 per hour after regular business hours (5:00 PM to 8:00 AM). There is a two-hour minimum for these services. After the first two hours, time is billed in half hour increments. Mileage is billed at a rate of $0.50 per mile round trip. These rates are valid for services rendered in the following counties: San Benito and Monterey.

2. DHHSC will provide interpreting/transliterating services to Monterey County Sheriff's Department based on the availability of an interpreter at the rate of $90 per hour on Saturdays, Sundays, and holidays.

3. DHHSC will provide interpreting/transliterating services to Monterey County Sheriff's Department on an emergency basis (less than 24 hour notice) at double the above rates.

4. "No-shows" (interpreter attends but consumer does not) will be billed as completed assignments.

5. Monterey County Sheriff's Department will provide DHHSC with the name and phone number of an on site liaison/contact person.

6. Indemnification: Monterey County Sheriff's Department agrees to indemnify, defend, and hold harmless DHHSC from any claims, suits, actions, losses, costs, and expenses, liabilities, or damages that DHHSC may incur arising out of or relating to any breach of this agreement by Monterey County Sheriff's Department or the failure of Monterey County Sheriff's Department to properly perform its duties hereunder. DHHSC agrees to indemnify, defend, and hold harmless Monteroy County Sheriff's Department from any claims, suits, actions, losses, costs, and expenses, liabilities or damages that Monterey County Sheriff's Department may incur arising out of or relating to any breach of this agreement by DHHSC or DHHSC's failure to properly perform its duties hereunder.

7. This agreement may be terminated upon written notice by either party.

Entered into by and between Deaf and hard of Hearing Service Center and Monterey County Sheriff's Department this ____ day of _____, 2014 and continues in effect for one year. Further, this agreement may be modified or amended at any time by the mutual written consent of both parties.

Deaf and Hard of Hearing Service Center
5340 N. Fresno Street
Fresno, CA 93710
(559) 225-3382 (V) (559) 334-5001 TTY
(559) 221-8224 Fax Interpreting@DHHSC.org

Kathleen Yoshida
Interpreting Services

10/07/2014
Date

Company Name: Monterey County Sheriff's Department
Attn: (optional) Hue Wesa Kim
Address: 1414 Natividad Rd.
City, ST Zip: Salinas, CA 93906
Phone: (831) 755-3911

Scott Miller Sheriff
Monterey County Sheriff's Department Administrator

10-07-14
Date

EXHIBIT G

505.6 MAINTENANCE OF PRIVILEGES

Administrative segregation and protective custody shall consist of separate and secure housing but shall not involve any deprivation of privileges other than what is necessary to protect the inmates or staff (15 CCR 1053).

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- Educational programming appropriate to the inmate classification
- Access to commissary services
- Library and law library services
- Social services
- Faith-based guidance, counseling and religious services
- Recreation activities and exercise
- Social and professional visits

Nothing in this policy prohibits changing the delivery of programs or services to segregated inmates in order to provide for the safety and security of other inmates and staff.

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The Classification Unit shall review the status of all inmates who are housed in segregation units and designated for administrative segregation or protective custody. This review shall occur every 30 days. The review should include information about these inmates to determine whether their status in administrative segregation and protective custody is still warranted.

If other reasonable housing options exist that will provide for the safety of the inmate, the inmate should be moved out of segregation. In reviewing an alternative housing decision, the safety of the inmate shall receive the utmost consideration.

505.8 HEALTH EVALUATION REQUIREMENTS

After notification from staff that an inmate is being placed in segregation, medical staff shall ensure that the following occurs:

(a) A qualified health care professional shall review the inmate's health record to determine whether existing medical, dental or mental health needs contraindicate the placement or require special accommodations.

(b) If contraindications or special accommodations are noted, the qualified health care professional shall inform the Classification Unit and coordinate the appropriate plan for the inmate based on the safety needs of the facility and the medical needs of the inmate.

505.8.1 HEALTH CONSIDERATIONS

Due to the possibility of self-inflicted injury and depression during periods of segregation, health evaluations should include notations of any bruises and other trauma markings and the qualified health care professional's comments regarding the inmate's attitude and outlook.

(a) A medical assessment should be documented in the inmate's medical file.

(b) A qualified health care professional shall also conduct weekly rounds for a mental health evaluation.

When an inmate is classified as a special management inmate due to the presence of a serious mental illness and is placed in a segregation setting, the staff shall document this in the inmate's file and notify the qualified health care professional.

Where reasonably practicable, a qualified health care professional should provide screening for suicide risk during the three days following admission to the segregation unit.

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A staff member shall conduct a face-to-face safety check of all special management inmates, including those housed in administrative segregation or protective custody, at least every 60 minutes on an irregular schedule. Inmates placed in a Safety Cell who are violent, have mental health problems or who demonstrate behavior that is easily identified as out of the ordinary or bizarre in nature or who are at risk of suicide should be personally observed by the staff every 15 minutes on an irregular schedule. Subsequent supervision routines should be in accordance with orders provided by the qualified health care professional.

505.10 LOG PROCEDURES

Handwritten logs should be completed in ink. Once an entry is made it should not be modified. If corrections or changes are needed they should be done by way of a supplemental entry. Electronically captured logs will be maintained in a way that prevents entries from being deleted or modified once they are entered. Corrections or changes must be done by way of supplemental entries. At a minimum the log will contain the following:

- Inmate name
- Inmate identification number
- Housing location

Log entries should be legible, entered promptly and provide sufficient detail to adequately reflect the events of the day for future reference.

The date and time of the observation or incident and the name and identification number of the staff member making the log entry shall be included on each entry.

Supervisors should review the logs frequently during the shift and enter comments as appropriate. At minimum, supervisors should enter the date and time of each review and initial the log.

All safety checks will be documented in detail and should include the exact time of the safety check and the initials of the employee conducting the check. All documentation will be gathered and provided to the Facility Commander at midnight each day.

505.10.1 LOG INSPECTION AND ARCHIVAL OF LOGS

The Shift Commander shall review and evaluate the logs and pass any significant incidents via the chain of command to the Facility Commander or Chief Deputy for review.

The logs will be retained by the Office in accordance with established records retention schedules, but in no case less than one year.

EXHIBIT H

Inmates with Disabilities

602.1 PURPOSE AND SCOPE

This policy provides guidelines for addressing the needs and rights of inmates detained by this office, in accordance with the Americans with Disabilities Act (ADA).

602.1.1 DEFINITIONS

Definitions related to this policy include:

Disability - The ADA defines a disability as a physical or mental impairment that limits one or more major life activities. These include, but are not limited to, any disability that would substantially limit the mobility of an individual or an impairment of vision and/or hearing, speaking or performing manual tasks that require some level of dexterity.

602.2 POLICY

This office will take all reasonable steps to accommodate inmates with disabilities while they are in custody and will comply with the ADA and any related state laws. Discrimination on the basis of disability is prohibited.

602.2.1 DEPUTIES RESPONSIBILITIES

Deputies should work with health care providers to aid in making accommodations for those with physical disabilities. Deputies who manage the classification process should be aware of inmates with disabilities before making housing decisions, as often persons with mobility issues will require a lower bunk and accessible toilet and shower facilities. In addition, some inmates may require ongoing assistance to manage their activities of daily living. Trained staff must be available to aid these inmates. One inmate shall not be placed in the role of assisting or managing another inmate's activities of daily living.

When necessary or required, the supervisor or classification deputy should consult with the jail health nurse or the responsible physician regarding housing location.

Inmates with prosthetics or other adaptive devices shall be allowed to keep the devices provided the safe and secure operation of the facility is not compromised. The supervisor or jail health nurse will verify the medical necessity of the device with the inmate's medical provider.

The inmate may be administratively segregated from the general population when:

He/she cannot reasonably function without the device.
No other reasonable alternatives are available.
The device poses a threat to the safety of staff, inmates, visitors or the physical plant.

602.2.2 CHIEF DEPUTY RESPONSIBILITIES

The Chief Deputy or their designee, in coordination with the health care authority, will establish procedures to assess and reasonably accommodate the disabilities of inmates. The procedures will include, but not be limited to:

- Establishing housing areas that are equipped to meet the physical needs of inmates, thereby providing for their safety, security, personal care and hygiene in a reasonably private environment, while affording integration with other inmates.
- Establishing classification criteria to make housing assignments for inmates with disabilities.
- Establishing transportation procedures for transporting inmates with limited mobility.
- Establishing guidelines for the provision of services, programs and activities to the disabled.

602.3 CHIEF DEPUTY RESPONSIBILITIES

The Chief Deputy, or their designee, will establish written procedures to assess and reasonably accommodate disabilities of inmates. The procedures will include, but not be limited to:

- Establishing housing areas that are equipped to meet the physical needs of disabled inmates, including areas that allow for personal care and hygiene in a reasonably private setting and for reasonable interaction with inmates.
- Establishing classification criteria to make housing assignments to inmates with disabilities.
- Assigning individuals with adequate training to assist disabled inmates with basic life functions as needed. Inmates should not provide this assistance except as allowed in the Inmate Assistants Policy.
- Establishing transportation procedures for moving inmates with limited mobility.
- Establishing guidelines for services, programs and activities for the disabled and ensuring that inmates with disabilities have an equal opportunity to participate in or benefit from all aspects of the facility's efforts to prevent, detect and respond to sexual abuse and sexual harassment (28 CFR 115.16)..
- Establishing procedures for the request and review of accommodations.
- Establishing guidelines for the accommodation of individuals who are deaf or hard of hearing, have common disabilities such as sight and mobility impairments, developmental disabilities and common medical issues, such as epilepsy.
- Identification and evaluation of all developmentally disabled inmates, including contacting the regional center for the developmentally disabled to assist with diagnosis and/or treatment within 24 hours of identification, excluding holidays and weekends (15 CCR 1057).

The Chief Deputy is responsible for ensuring the Monterey County Sheriff's Office jail is designed or adapted to reasonably accommodate inmates with disabilities. At a minimum this includes:

- Access to telephones equipped with a telecommunications device for the deaf (TDD) for inmates who are deaf, hard of hearing or speech-impaired.
- If orientation videos are used to explain facility rules to newly admitted inmates, subtitles may be displayed on the video presentation to assist inmates who have impaired hearing.

- Some cells and dormitories should be equipped with wheelchair accessible toilet and shower facilities. Inmates with physical disabilities should be allowed to perform personal care in a reasonably private environment.
- Tables designed for eating should be accessible to those in wheelchairs.

602.4 DEPUTIES RESPONSIBILITIES

Deputies should work with qualified health care professionals to aid in making accommodations for those with physical disabilities.

Deputies who work in the classification process should be aware of inmates with disabilities before making housing decisions. For example, persons with mobility issues may require a lower bunk and accessible toilet and shower facilities. When necessary or required, a supervisor of classification deputy should consult with the qualified health care professional or the Responsible Physician regarding housing location.

Deputies should assist an inmate with a disability by accommodating the inmate consistent with any guidelines related to the inmate's disability. If there are no current guidelines in place, deputies receiving an inmate request for accommodation of a disability should direct the inmate to provide the request in writing or assist the inmate in doing so, as needed. The written request should be brought to the on-duty supervisor as soon as practicable but during the deputy's current shift. Generally, requests should be accommodated upon request if the accommodation would not raise a safety concern or affect the orderly function of the jail. The formal written request should still be submitted to the on-duty supervisor.

Requests that are minor and do not reasonably appear related to a significant or ongoing need may be addressed informally, such as providing extra tissue to an inmate with a cold. Such requests need not be made in writing.

602.5 ACCOMMODATION REQUESTS

Inmates shall be asked to reveal any accommodation requests during the intake medical process. Any such request will be addressed according to the medical process.

Requests for accommodation after initial entry into the facility should be made through the standard facility request process and should be reviewed by a supervisor within 24 hours of the request being made. The reviewing supervisor should evaluate the request and, if approved, notify the Chief Deputy and any other staff as necessary to meet the accommodation. The supervisor should make a record of the accommodation in the inmate's file.

A supervisor who does not grant the accommodation, either in part or in full, should forward the request to the Chief Deputy within 48 hours of the request being made. The Chief Deputy, with the assistance of legal counsel, should make a determination regarding the request within five days of the request being made.

602.6 TRAINING

The Training Sergeant should provide periodic training on such topics as:

(a) Policies, procedures, forms and available resources for disabled inmates.

(b) Working effectively with interpreters, telephone interpretive services and related equipment.

(c) Training for management staff, even if they may not interact regularly with disabled individuals, so that they remain fully aware of and understand this policy and can reinforce its importance and ensure its implementation.

DEAF AND HARD OF HEARING SERVICE CENTER, INC.

AGREEMENT FOR PROVISION OF INTERPRETING/ TRANSLITERATING SERVICES

This agreement is made and entered into, by and between Deaf and Hard of Hearing Service Center (hereinafter referred to as DHHSC), a non-profit agency and Monterey County Sheriff's Department.

PURPOSE:

DHHSC is a non-profit agency that provides comprehensive services to the deaf and hard of hearing community. As such, DHHSC is in a position to provide effective services that address the unique needs of that community.

GENERAL PROVISIONS:

1. The term "interpreter" as used in this agreement refers to a person trained, skilled, qualified and/or certified in facilitating the transfer of information and messages between deaf and hard of hearing individuals and others. The term "client" refers to the person(s) or agency requesting the service. Additionally, the term "consumer" refers to the deaf or hard of hearing individual. Therefore, it is possible to be both the client and the consumer of services.

2. Some interpreting requests will be filled by DHHSC's staff interpreter(s), and others by freelance interpreters functioning as independent subcontractors and not as employees or agents of DHHSC.

3. This agreement is for the provision of interpreting/transliterating services only and does not indicate any assurance by DHHSC that the internal policies and/or guidelines of the client regarding the provision of services comply with applicable laws.

4. This agreement will not prevent DHHSC from advocating for and providing additional services to the deaf and hard of hearing or other clients.

DHHSC AGREES TO:

1. Provide Sign Language interpreting services based on the availability of qualified and/or certified staff or freelance subcontractors who best suit the language mode of the consumer and the subject matter of the client.

2. Confirm with the contact person at Monterey County Sheriff's Department when an interpreter has been assigned or is not available.

3. Maintain confidentiality of all information interpreted to the fullest extent permitted by law.

4. Upon receiving notification of cancellation of an appointment for which an interpreter has been confirmed, make a good faith effort to cancel the assignment without cost to Monterey County Sheriff's Department

5. DHHSC realizes that personnel under this agreement are subject to and must comply with the rules, regulations, and policies of Monterey County Sheriff's Department

6. DHHSC agrees to take out and keep in force, at DHHSC's expense, public liability insurance with a reputable company.

Monterey County Sheriff's Department AGREES:

1. To contact DHHSC at least two weeks in advance (whenever possible) when requesting service. This request should include:
   - Agency name/name of individual requesting service and phone number
   - Name and phone number of contact person
   - Date and time of assignment
   - Address and location of assignment
   - Consumer's name
   - Type of assignment (medical appointment, surgery, training, consultation, job interview, etc.)
   - Additional billing information needed to process the invoice, which may require inclusion of the following: case number, patient ID number, cost center number, date of birth, social security number, purchase order number, authorization number, or agreement number

2. To provide a twenty-four (24) hour cancellation/change of appointment notice to avoid incurring charges.

Initial _____

3. To pay DHHSC in full for interpreting services and related charges upon receipt of invoice for services. Bills not paid within sixty days of receipt of invoice will incur a five percent surcharge.
4. That its billing address is (check preference):
☒ the same as the address in the signature block at the end of this agreement
or:
☐ Company Name: _____
Attn: (optional) _____
Street Address: _____
City, State, Zip Code: _____
or:
☐ Email: _____
or:
☐ Fax Number & Attn of: _____

DHHSC AND Monterey County Sheriff's Department AGREE AS FOLLOWS:

1. DHHSC will provide interpreting/transliterating services to Monterey County Sheriff's Department at the rate of $80.00 per hour during the day (8:00 AM to 5:00 PM) or $90.00 per hour after regular business hours (5:00 PM to 8:00 AM). There is a two-hour minimum for these services. After the first two hours, time is billed in half hour increments. Mileage is billed at a rate of $0.50 per mile round trip. These rates are valid for services rendered in the following counties: San Benito and Monterey.

2. DHHSC will provide interpreting/transliterating services to Monterey County Sheriff's Department based on the availability of an interpreter at the rate of $90 per hour on Saturdays, Sundays, and holidays.

3. DHHSC will provide interpreting/transliterating services to Monterey County Sheriff's Department on an emergency basis (less than 24 hour notice) at double the above rates.

4. "No-shows" (interpreter attends but consumer does not) will be billed as completed assignments.

5. Monterey County Sheriff's Department will provide DHHSC with the name and phone number of an on site liaison/contact person.

6. Indemnification: Monterey County Sheriff's Department agrees to indemnify, defend, and hold harmless DHHSC from any claims, suits, actions, losses, costs, and expenses, liabilities, or damages that DHHSC may incur arising out of or relating to any breach of this agreement by Monterey County Sheriff's Department or the failure of Monterey County Sheriff's Department to properly perform its duties hereunder. DHHSC agrees to indemnify, defend, and hold harmless Monterey County Sheriff's Department from any claims, suits, actions, losses, costs, and expenses, liabilities or damages that Monterey County Sheriff's Department may incur arising out of or relating to any breach of this agreement by DHHSC or DHHSC's failure to properly perform its duties hereunder.

7. This agreement may be terminated upon written notice by either party.

Entered into by and between Deaf and hard of Hearing Service Center and Monterey County Sheriff's Department this ____ day of _____, 2014 and continues in effect for one year. Further, this agreement may be modified or amended at any time by the mutual written consent of both parties.

Deaf and Hard of Hearing Service Center
5340 N. Fresno Street
Fresno, CA 93710
(559) 225-3382 (V) (559) 334-5001 TTY
(559) 221-8224 Fax interpreting@DHHSC.org

Kathleen Yoshida
Interpreting Services

10/07/2014
Date

Company Name: Monterey County Sheriff's Department
Attn: (optional) Hye Wesa King
Address: 1414 Natividad Rd.
City, ST Zip: Salinas, CA 93906
Phone: (831) 755-3911

Scott Miller Sheriff
Monterey County Sheriff's Department Administrator

10-07-14
Date

California Forensic Medical Group
Term: 01/01/2018 to 12/31/2021

EXHIBIT E

EXECUTION COPY

UNITED STATES DISTRICT COURT

NORTHERN DISTRICT OF CALIFORNIA

JESSE HERNANDEZ et al., on behalf of themselves and all others similarly situated,

Plaintiffs,

v.

COUNTY OF MONTEREY; MONTEREY COUNTY SHERIFF'S OFFICE; CALIFORNIA FORENSIC MEDICAL GROUP, INCORPORATED, a California corporation; and DOES 1 to 20, inclusive,

Defendants.

Case No. CV 13 2354 PSG

SETTLEMENT AGREEMENT

Judge: Hon. Paul S. Grewal

Trial Date: September 8, 2015

I. INTRODUCTION

1. Plaintiffs are prisoners in the custody of the Monterey County Sheriff's Office ("MCSO").

2. Defendants are the County of Monterey, Monterey County Sheriff's Office and, California Forensic Medical Group, Incorporated ("CFMG").

3. The Court has certified this case as a class action. The class is defined as "all adult men and women who are now, or will be in the future, incarcerated in the Monterey County Jail." The Court has also certified a sub-class of "all qualified individuals with a disability, as that term is defined in 42 U.S.C. § 12102, 29 U.S.C. § 705(9)(B), and California Government Code § 12926(j) and (m), and who are now, or will be in the future, incarcerated in the Monterey County Jail."

4. The Court on April 14, 2015, entered a Preliminary Injunction.

5. The purpose of this Settlement Agreement is to settle the above-captioned case. The parties believe this agreement is fair, reasonable, and adequate to protect the interests of all parties.

6. Defendants deny every allegation in each of the Complaints filed in this case. This Settlement Agreement does not constitute, and shall not be construed, as an admission of or evidence of any act of deliberate indifference to any inmate's constitutional rights, violation of 42 U.S.C. § 1983, violation of the ADA, violation of the U.S. Constitution, or any other wrongdoing or liability by any party. The Defendants expressly deny any liability. Defendants deny that any of their policies, procedures and/or practices subject inmates to a risk of harm or result in any deliberate indifference to inmates' safety, medical, mental health, dental, or accessibility needs in violation of their state or federal constitutional rights, state or federal law, or the ADA and Rehabilitation Act. The parties agree that nothing in this Settlement Agreement shall be used against any Defendant in any other litigation that has been or may be filed against any Defendant.

7. The Defendants state that prior to and since the initiation of this litigation, the County of Monterey and Monterey County Sheriff's Office ("Monterey Defendants")

and California Forensic Medical Group ("CFMG") had commenced significant initiatives to enhance the delivery of mental health services and medical care, improve the safety of the MCJ and improve jail and program accessibility, and the process has been ongoing throughout the course of the litigation.

8. The parties will jointly file this Settlement Agreement with the Court, and ask that the Court issue an order directing notice to the class, setting an objection period, and a fairness hearing ("Preliminary Approval"), and that the Court approve it as final after the fairness hearing ("Final Approval"). Final Approval is a condition precedent to the Agreement's effectiveness, except as to the specific steps that the parties herein agree to perform after Preliminary Approval.

II. PRELIMINARY AND FINAL APPROVAL OF CLASS ACTION SETTLEMENT

9. By May 29, 2015, the parties shall jointly submit this Settlement Agreement to the Court for Preliminary Approval and with a proposed order for Preliminary Approval providing a schedule for notice, proposed notices of Preliminary Approval, objection period, and fairness hearing, and proposed notice of the final remedy for posting upon Final Approval under Rule 23(e) of the Federal Rules of Civil Procedure. Concurrent with this filing the parties shall file a request to modify the dates mandated by the preliminary injunction.

III. DEFINITIONS

10. "Substantial compliance" shall mean adherence to the requirements of the Settlement Agreement and the Implementation Plans in all material respects, recognizing that 100% compliance is not required. Non-systemic deviations from the requirements of the Settlement Agreement and the Implementation Plans shall not prevent a finding of substantial compliance, provided that the Defendants demonstrate that they have (a) implemented a system for tracking compliance, where appropriate and practical, and for taking corrective measures in response to instances of non-compliance, and (b) that Defendants have instituted policies, procedures, practices, and resources that are capable of

durable and sustained compliance. Substantial compliance shall be assessed by the subject-area monitors and shall govern all requirements for the Settlement Agreement and Implementation Plans.

11. "Administrative Segregation" shall be defined as a classification or program in which prisoners are removed from the general population and confined in a designated unit to separate them from other prisoners.

12. "MC": County of Monterey.

13. "MCSO": Monterey County Sheriff's Office.

14. "CFMG": California Forensic Medical Group.

15. "Day(s)": Calendar days unless otherwise specified.

16. "Facility" or "Jail": Monterey County Jail.

17. "Disability" and "Disabilities" shall be defined in the same manner as to include all persons considered to have a disability under the Americans with Disabilities Act, and/or the Rehabilitation Act.

18. "Mediator" shall refer to the Honorable Nathanael Cousins. The parties consent to the jurisdiction of the Honorable Nathanael Cousins to serve in this capacity.

19. "Prisoner(s)" shall be construed broadly to refer to one or more individuals detained at, or otherwise housed, held, in the custody of, or confined at the Jail, or under the custody of MCSO at another location, such as a hospital or other treatment facility. The term "prisoner" shall not include those individuals who are on parole or probation and not physically in the custody of the MCSO. The term "prisoner" shall not include those individuals who are detained during the process of investigation or arrest prior to booking into jail. It shall also not include individuals participating in various pretrial release programs.

20. To "implement" a policy means that the policy has been drafted and distributed to all staff responsible for following or applying the policy; and, if appropriate, all relevant staff have been trained on the policy; compliance with the policy is monitored

and tracked, if practical, to assure the policy is consistently applied; and there are corrective action measures to address lapses in application of the policy.

21. "Qualified Medical Professional" means a currently licensed physician, physician assistant, nurse practitioner, or registered nurse qualified to deliver those health care services he or she has undertaken to provide.

22. "Qualified Mental Health Professional" refers to an individual with training in psychology, social work, psychiatric nursing, or marriage and family therapy, who is currently licensed by the State of California to deliver those mental health services he or she has undertaken to provide.

23. A Psychiatrist is a licensed Medical Doctor who has completed an approved residency in psychiatry and is either certified by the American Board of Psychiatry and Neurology or is eligible to take the exam for board certification.

24. "Staff members" or "staffing" includes all employees of MC or CFMG, including correctional officers, who have contact with prisoners.

25. "Medical Clearance" is a clinical assessment of physical and mental status before an individual is admitted into the facility. The medical clearance may come from on-site health staff or may require sending the individual to the hospital emergency room. The medical clearance is to be documented in writing.

26. "Face-to-face interview" refers to an encounter between a clinician and patient. The encounter is typically in-person, but this term does not preclude the use of telemedicine and/or tele-psychiatry services.

27. "Initial Health Screening" is a face-to-face interview conducted by nursing staff with the arriving individual that identifies immediate medical, mental health and/or dental needs and provides for medication continuity.

28. "Initial Health Assessment" is a medical, mental health, dental and communicable diseases screening which includes a history and physical examination by appropriate clinical staff.

29. "Mental Health Screening" is a face-to-face interview conducted by Qualified Mental Health Professional using a standardized Mental Health Screening questionnaire.

30. "Psychological Evaluation" is a confidential face-to-face interview and file review conducted by a QUALIFIED MENTAL HEALTH PROFESSIONAL or PSYCHIATRIST, primarily for purposes of determining diagnosis, level of functioning, and recommended level of care and course of treatment.

IV. SUBSTANTIVE PROVISIONS

31. The parties shall develop Implementation Plans in the following subject areas for improvement of care, services, programs, and activities at the Jail. The plans are intended to ensure that the class is not exposed to substantial risks of serious harm, and that the subclass is not subject to discrimination on account of disability. These Implementation Plans will be adopted as part of the Settlement Agreement. The recitation of subject matters to be addressed by the Implementation Plans is for purposes of describing the scope of the Settlement Agreement and does not constitute an admission by Defendants that existing policies and procedures are inadequate.

a. Intake Screening. Defendants will develop and implement an Intake Screening Implementation Plan that specifies standards and timelines to ensure that arriving prisoners are promptly screened for urgent medical, mental health and dental needs, with prompt follow-up and disability accommodations. The standards and timelines shall include Medical Clearance on arrival at the jail to determine whether the prisoner must be excluded on medical or mental health grounds, Intake Health Screening on arrival at the jail, and Initial Health Assessment within time frames determined by the conditions and acuity found in the Intake Health Screening. The Implementation Plan shall include a mental health assessment tool to be used with all prisoners at intake to determine which prisoners need Psychological or Psychiatric Evaluation and on what time frame. The Implementation Plan shall also include standards and timelines for Dental Evaluation. The Intake Screening Implementation Plan shall provide for appropriate infectious disease

screening and follow-up, including but not limited to screening for tuberculosis and methicillin resistant staphylococcus aureus (MRSA). The Intake Screening Implementation Plan shall also provide for standards and timelines for medication continuity either through outside verification or on-site physician medication order, Initial Health Assessment for all incoming prisoners with chronic illnesses, Psychological Evaluation for persons with signs of development disability, Psychological Evaluation for persons with signs and/or histories of mental illness that meet certain thresholds, clinical evaluation of persons in need of detoxification with clinical determinations for any use of sobering, safety or isolation cells, use of a suicide risk assessment tool, with Psychological Evaluation for those with positive findings on the suicide assessment.

b. Infection Control

i. Defendants' tuberculosis identification, control and treatment program shall comply with the standards laid out in Prevention and Control of Tuberculosis in Correctional and Detention Facilities: Recommendations from CDC (June 2006).

ii. All inmates newly booked into the jail shall receive a timely tuberculosis symptom screening administered by adequately trained health care staff (nurse or higher level staff).

iii. Defendants shall have a reliable system to track whether all newly booked inmates have received tuberculosis screening and appropriate follow-up testing and treatment.

c. Detoxification

i. Medical staff shall timely conduct the initial evaluation to determine if an inmate is intoxicated and/or suffering from withdrawal or at high risk for withdrawal.

ii. The Health Care and Mental Health Implementation Plans shall provide for necessary coordination between medical staff and custody regarding placement of prisoners in a sobering cell, addressing the prisoner's medical and mental health needs,

custody's overall responsibility for safety and security of prisoners, prompt reviews by medical of all placements, and a process of resolving disagreements between medical and custody.

iii. Medical providers shall be timely involved in assessing and treating inmates potentially undergoing withdrawal, and non-provider medical staff shall timely refer to providers those inmates undergoing withdrawals when clinically indicated.

d. Safety Cells. The Health Care and Mental Health Implementation Plans shall provide for necessary coordination between medical staff and custody regarding placement of prisoners in a safety cell, addressing the prisoner's medical and mental health needs, custody's overall responsibility for safety and security of prisoners, prompt reviews by medical of all placements, and a process of resolving disagreements between medical and custody.

e. Medication Continuity

i. All inmates newly booked into the jail, who at the time of booking are prescribed medications in the community, shall be timely continued on those medications, or prescribed comparable appropriate medication, unless a medical provider makes an appropriate clinical determination that medications are not necessary for treatment.

ii. Inmates who, at the time of booking, report to Defendants that they are taking community-prescribed medications, but whose medications cannot be verified by Defendants, shall be timely assessed by a medical provider and timely prescribed medications necessary to treat their health needs.

f. Custody Staffing

i. Defendants will develop and implement a Custody Staffing Implementation Plan to address inmate and staff safety and to address medical, mental health, disability-related, and other required programs and services.

ii. The Staffing Implementation Plan will include necessary posts and functions to increase prisoners' access to out-of-cell activity, yard, education and other

in-house jail programs, including using programs necessary for milestone credit earning under Cal. Penal Code § 4019 or any other applicable law.

iii. The Staffing Implementation Plan will identify all needed posts and positions for custody staff members based on current and projected Jail population, and the number and qualification of correctional staff to cover each post and position, with shift relief.

iv. The Staffing Implementation Plan will ensure adequate coverage to supervise each housing and specialized housing area, to escort prisoners for court, for visits and legal visits, medical and mental health appointments, yard and other operations of the Jail, and to respond to medical, mental health, security, and natural disaster emergencies.

g. Clinical Staffing. Defendants will develop and implement a Clinical Staffing Implementation Plan to establish and maintain Qualified Medical Professional and Qualified Mental Health Professional staffing at the Jail to ensure adequate staffing to provide all necessary medical and mental health care, including intake, sick call, chronic and emergency care, psychiatric therapy, medication management, records management, and suicide prevention. The plan will identify all needed positions based on current and projected Jail population, and the number and qualifications of medical and mental health care staff to cover each position, with shift relief.

h. Medical Care

i. Defendants shall develop and implement a Health Care Implementation Plan to expand the provision of care for inmates with serious medical and/or mental health needs and to ensure they receive timely treatment appropriate to the acuity of their conditions.

ii. Defendants shall ensure timely access to necessary treatment by Qualified Medical Professionals for prisoners with medical issues, including appropriate medication practices, appropriate treatment, adequate clinical and administrative treatment space, access to specialists and hospitalization, appropriate

emergency response, appropriate means for requesting medical attention in all levels of custody including segregation, appropriate chronic care, appropriate follow up medical attention for prisoners discharged from the hospital, and appropriate supervision of all medical staff.

iii. Defendants shall ensure that appropriate and complete medical records are maintained to ensure adequate treatment of prisoners' serious medical and mental health needs. Medical records shall include all records, results, and orders received from off-site consultations and treatment conducted while the prisoner is in the Jail custody.

i. Mental Health Care

i. Defendants shall develop and implement a Mental Health Care Implementation Plan to more thoroughly ensure timely access to necessary treatment by Qualified Mental Health Professionals for prisoners with mental illness, including appropriate screening, detoxification and medication practices, appropriate therapies, adequate clinical and administrative treatment space, access to hospitalization and inpatient care, appropriate suicide prevention practices and policies, appropriate use of seclusion, and appropriate disciplinary policies and practices regarding the mentally ill, and appropriate training of corrections and mental health staff to recognize and treat prisoners' mental illness.

ii. Defendants shall develop policies and procedures for the safe and appropriate use of restraint chairs and similar means of physical restraint, including but not limited to prompt clinical consultations, and observations.

iii. The Mental Health Implementation Plan shall require classification to assess a totality of factors when assigning prisoners to administrative segregation units. It is the understood that the goal of Defendants is to limit the use of administrative segregation for prisoners with serious mental illness. The Mental Health Implementation Plan shall require placement screening of all prisoners for mental illness and suicidality before or promptly after they are housed in administrative segregation, and

require procedures to mitigate the impact of administrative segregation on persons with mental illness, including but not limited to structured therapeutic activity outside the segregation cell and where feasible assignment of cell mates.

iv. The Mental Health Implementation Plan shall address suicide watch and suicide precaution procedures to ensure that prisoners in crisis are not placed in punitive and/or unsanitary conditions.

v. Defendants shall remove hanging points and other hazards in jail administrative segregation cells that pose an unreasonable risk of being used by inmates to harm themselves or attempt suicide. While it is recognized that it is impossible to suicide proof a jail, Defendants will in good faith work with a consultant to develop and implement a plan to reduce hanging points and other suicide hazards in the jail administrative segregation cells.

vi. The Implementation Plans shall address standards for health and safety checks of all inmates housed in segregation cells at irregular intervals with the specific frequency of checks to be addressed in the Plans to address the needs of particular classifications of inmates.

vii. Nursing staff shall conduct daily mental health rounds in segregation.

j. Dental Care: Defendants shall develop and implement a Dental Care Implementation Plan to ensure timely access to necessary treatment for dental and oral health conditions, including but not limited to Intake Screening, access to care other than extractions, a safe and sanitary on or off-site facility for necessary dental care, periodic dental care for long-term prisoners, and access to dental hygiene supplies.

k. Safety

i. Defendants shall develop and implement a Violence Reduction Implementation Plan to provide prisoners with a safe and secure environment and intended to ensure reasonable safety from harm. Defendants shall take all reasonable measures to improve inmate and custodial staff safety. The Implementation Plan shall ensure that

during the course of incarceration, prisoners are not subjected to unnecessary or excessive force by Staff and are reasonably protected from violence by other prisoners.

ii. Defendants' plan shall include physical and structural issues to improve safety and security, which may include camera installation. Defendants' plan shall, to the extent possible, prioritize the use of evidence-based policies, including but not limited to increasing Work Alternative Program limits, Involuntary Home Detention, Pre-trial Release though Probation, a revised Own Recognizance (OR) eligibility policy, Choices/Liberty Pride (or equivalent programs) educational early release kickouts, Penal Code 4018.1 and 4014.1 kickouts. The parties recognize that pre-trial release, diversion, split sentencing, the use of home and GPS monitoring are also available and beneficial, and should be tracked, but are dependent on the discretion of the Monterey County Superior Court and District Attorney.

l. Prisoners with Disabilities

i. Defendants shall develop and implement an ADA Implementation Plan to improve accessibility to inmate programs and services. The Implementation Plan will ensure that prisoners with disabilities are not discriminated against and are not denied the benefits of, or participation in, programs, services, and activities at the Jail.

ii. Defendants shall design and implement a system for identifying and tracking all inmates who are qualified individuals with disabilities, as that term is defined by the ADA and its implementing regulations, including but not limited to inmates with mobility impairments or who are deaf, hard of hearing or unable to speak. Defendants shall also design and implement a system for identifying and tracking the reasonable accommodations necessary for qualified inmates with disabilities to participate in programs, services and activities offered by Defendants at the Jail.

iii. Prisoners' requests for a particular type of accommodation shall be given primary consideration and shall be granted unless the request is

unreasonable for specific articulated reasons allowable under Title II of the ADA or pose a significant safety or security threat.

iv. Defendants shall furnish qualified sign language interpreters to any inmates for whom sign language is their only or primary method of communication, in all circumstances where a qualified sign language interpreter is necessary to ensure an inmate has an equal opportunity to participate in, and enjoy the benefits of, programs, services and activities offered by Defendants. The interactions for which Defendants must furnish qualified sign language interpreters include but are not limited to the intake process, at classification hearings, disciplinary hearings, all medical, mental health and dental treatment, religious services, educational classes such as Choices and Pride classes or the equivalent, Narcotics and Alcoholics Anonymous meetings or the equivalent, and any other interactions with staff that implicate an inmates' due process rights. Defendants may employ alternatives to a live sign language interpreter such as video remote interpreting providing that Defendants demonstrate to the ADA monitor the efficacy of the alternatives employed. Defendants need not maintain a full-time staff sign language interpreter, but may use on-call services.

v. Defendants shall implement a system to document that Defendants have provided qualified sign language interpreters or reasonable alternatives to inmates who need them and that the inmates have understood the information conveyed by the qualified sign language interpreter or alternative form of communication as outlined in Paragraph iv above.

vi. The County Defendants shall offer inmates with ambulatory disabilities all programs, services and activities offered to other inmates, including but not limited to outdoor exercise, religious services, education programs such as Choices and Pride classes or the equivalent, and Narcotics and Alcoholics Anonymous meetings or the equivalent, in locations that do not require them to climb stairs in order to access the programs, services and activities, as long as those programs, services and activities are offered to the general population.

32. The Implementation Plans outlined in this Settlement Agreement shall not extend to subject areas beyond what is addressed in Section IV of this Agreement.

33. The parties agree to begin work on development of the Implementation Plans immediately, without awaiting Final Approval of the class action settlement. If the parties agree on all aspects of the Implementation Plans, the settlement agreement will be amended to incorporate the plans.

a. No later than July 30, 2015, Defendants shall submit to Plaintiffs the plans identified in the Order Granting Motion for Preliminary Injunction (Docket No. 460, at 42-43.) No later than 10 days thereafter, Plaintiffs shall respond with specific comments or objections if any. The parties shall meet and confer to resolve all disputed items within 30 days thereafter. Any unresolved items shall be submitted to the agreed upon mediator. If the parties are still unable to agree to the content of the plans, the parties shall seek redress with the Court.

b. No later than October 15, 2015, the parties shall have completed meeting and conferring concerning the Implementation Plans. At that time, if there are any unresolved issues, the parties agree to submit the unresolved issues to the agreed upon mediator. If the parties are still unable to agree to the content of the Implementation Plans, the parties shall seek redress with the Court. The parties shall jointly file all Implementation Plans with the Court, requesting that the Court approve the plans as an amendment to the Settlement Agreement.

34. All provisions of the Implementation Plans will be enforceable by the Court, as part of the Settlement Agreement.

V. MONITORING

35. The parties agree that expert monitors will be retained to monitor Defendants' compliance with this Settlement Agreement and the Implementation Plans in the following subject areas:

a. ADA Compliance.

b. Mental health care.

c. Medical care.

d. General conditions of confinement and jail security.

e. Dental care.

36. The parties shall meet and confer on the process for selecting monitors. If no monitors are selected by Oct. 1, 2015, the parties shall submit lists of names to the mediator for selection.

37. If any of the monitors become unavailable to monitor their respective areas, the parties will meet and confer, and assign a new expert to monitor compliance with this Settlement Agreement and the Implementation Plans for their respective areas of expertise. The parties may agree at any time to remove and replace a monitor.

38. Defendants shall pay the fees and costs incurred by the designated monitors and their staff. Invoices will be provided to all parties for their review before payment. There will be a yearly budget negotiated with each designated monitor. If any monitor exceeds the budget for fees or costs without prior approval, he or she may be removed and replaced through the process described in Paragraph 36 above. If the parties do not agree on removal, either party may refer the matter to the mediator, and if necessary to the Court to determine whether the monitor should be retained or removed.

39. The designated monitors shall have access to all jail facilities upon reasonable notice, to assess substantial compliance with this Settlement Agreement, and the incorporated Implementation Plans. All site visits shall take place on consecutive days. There shall be no more than two (2) site visits in each year, per monitor, that the Settlement Agreement is in effect. These visits may take up to two (2) days each.

40. The designated monitors shall have access to meet and interview personnel whose duties pertain to the provision of services and/or who work with inmates in the area of the expert's expertise.

a. The designated monitors shall have a reasonable opportunity to conduct confidential interviews of inmates to assess whether Defendants are in compliance with the terms of the Settlement Agreement and Implementation Plans.

b. The designated monitors may request to review County or CFMG documents, except those documents protected by attorney-client or work product privileges, or by state or federal law, to monitor Defendants' compliance with the terms of this Settlement Agreement and all Implementation Plans. If these documents are requested in conjunction with a site visit, Defendants will provide these documents to the extent feasible within ten (10) days prior to the visit.

c. During the site visits, the designated medical, mental health and dental monitors shall have reasonable access to current inmate health records, including mental health records, consistent with Defendants' obligations under Federal and State law, as those obligations have been modified by Court order.

d. Monitors shall be provided with and agree to be bound by any protective or Court orders entered in this case to protect the confidentiality of prisoner records and security sensitive information.

e. The designated monitor will prepare a draft written report on the Defendants' efforts to meet the terms of this Settlement Agreement and all Implementation Plans at least twice a year and within 30 days of the later of the monitor's site inspection and the monitor's receipt of all requested documents and information, and in no case later than 45 days after the inspection. Each report shall contain a determination of whether Defendants are "substantially complying" with the applicable Implementation Plan. The draft report will be delivered to all parties to this Agreement. If the designated monitor concludes that Defendants have not substantially complied with the terms of any provision or provisions of the Settlement Agreement and Implementation plans, the designated monitor shall make recommendations as to actions they believe to be necessary to substantially comply with the terms of the provision or provisions. The parties will have 30 days to provide written comments, objections or to cure issues and 7 days to reply. The monitor may re-inspect before issuing a final report. Final reports shall be due 20 days after the later of the monitor's receipt of any comments, objections or replies, or any re-inspection.

41. Plaintiffs are entitled to conduct reasonable monitoring of Defendants' compliance with this Agreement, including the right to inspect the jail, interview staff and inmates, review relevant records and observe practices related to Defendants' compliance with the provisions of this Agreement. Plaintiffs' routine monitoring will not exceed four (4) inspections of not more than one day per inspection of Jail operations per year, limited to no more than one attorney and one expert per inspection. Defense counsel reserves the right to be present for any inspections and/or staff interviews. The parties shall develop a monthly report for the purposes of monitoring and tracking performance under the Implementation Plans. Plaintiffs shall use the Office of the Public Defender for monitoring as appropriate. The parties shall meet and confer regarding any disputes regarding the scope and extent of inspections or access to information, and if necessary, shall seek the involvement of the mediator.

42. Defendants will notify Plaintiffs at least 30 days in advance of any scheduled training sessions related to substantial compliance with this Settlement Agreement and/or the Implementation Plans, and shall provide Plaintiffs with all training materials at least 10 days in advance of the training.

43. The parties shall agree on a mechanism for promptly addressing concerns raised by Plaintiffs' counsel regarding individual class members and emergencies. Before contacting Defendants, Plaintiffs' counsel will make every effort to verify that the concerns of individual class members are accurate, substantive and not frivolous, such as having the Office of the Public Defender meet with the individual class members. The parties agree that Defendants may appeal to the Court for modification of this paragraph should a significant number of concerns raised by Plaintiffs' counsel be found to be inaccurate, lacking substantive, or frivolous.

VI. RESERVATION OF JURISDICTION AND ENFORCEMENT

44. The parties consent to the reservation and exercise of jurisdiction by the District Court over all disputes between and among the parties arising out of this

Settlement Agreement. The parties agree this Settlement Agreement shall not be construed as a consent decree.

45. For the purposes of jurisdiction and enforcement of this Settlement Agreement only, the parties jointly request the Court find that this Settlement Agreement satisfies the requirements of 18 U.S.C. § 3626(a)(1)(A) in that it is narrowly drawn, extends no further than necessary to correct the violation of the Federal right, and is the least intrusive means necessary to correct the violation of the Federal right of the Plaintiffs. In the event the Court finds that Defendants have not substantially complied with the Agreement, it shall in the first instance require Defendants to submit a plan for approval by the Court to remedy the deficiencies identified by the Court. In the event the Court subsequently determines that the Defendants' plan did not remedy the deficiencies, the Court shall retain the power to enforce this Agreement through all remedies provided by law, excluding the imposition of a consent decree.

46. The Court shall retain jurisdiction to enforce the terms of this Settlement Agreement and, once they are approved, the Implementation Plans for a period of five years, unless Plaintiffs' counsel can demonstrate to the Court through noticed motion that jurisdiction should be retained for a longer period. The Court shall have the power to enforce the terms of this Settlement Agreement through specific performance and all other remedies permitted by law or equity, excluding the imposition of a Consent Decree.

47. The Court shall be the sole forum for the enforcement of this Settlement Agreement. Any order to achieve substantial compliance with the provisions of this Settlement Agreement shall be subject to the applicable provisions of the Prison Litigation Reform Act, 18 U.S.C. Section 3626.

48. If Plaintiffs' counsel believes that Defendants are not substantially complying with any of the acts required by this Settlement Agreement or the Implementation Plans, they shall notify Defendants in writing of the facts supporting their belief. Defendants shall investigate the allegations and respond in writing within 30 days. If Plaintiffs' counsel are not satisfied with Defendants' response, the parties shall conduct

negotiations to resolve the issue(s). If the parties are unable to resolve the issue(s) satisfactorily, the parties agree to present the issue(s) to the agreed upon mediator. If the parties are still unable to resolve the issue(s), either party may move the Court for any relief permitted by law or equity. In cases of particular urgency that are central to the purpose of the Settlement Agreement, a party may opt to bring disputes directly to the District Court, or both parties may consent to bypass the use of the mediator if the parties agree the issue should be briefed to the Court with prior notice to the mediator.

49. This Settlement Agreement may be enforced only by the parties hereto. Nothing contained in this Settlement Agreement is intended or shall be construed to evidence of an intention to confer any rights or remedies upon any person other than the parties hereto.

VII. TERMINATION

50. The parties or any party may agree or request a finding that Defendants are in substantial compliance with a particular Implementation Plan or any material part thereof and have maintained substantial compliance for a period of twelve months. [*See* definitions and monitoring sections.] Such a finding will result in a reduction or suspension of monitoring of that issue. If Plaintiffs present evidence that Defendants are no longer in substantial compliance with requirements previously found in substantial compliance, the Court may order additional relief including but not limited to reinstating full monitoring.

51. If at any time, the Court finds that Defendants are in substantial compliance with all requirements of this Settlement Agreement and all Implementation Plans, Defendants may move the Court for an order terminating the Settlement Agreement.

52. The parties intend to work in good faith to achieve substantial compliance with all requirements of this Settlement Agreement and all Implementation Plans within five (5) years from Court approval of the Settlement Agreement and Implementation Plans. If Plaintiffs believe that the Defendants are not in substantial compliance at the end of five (5) years from Court approval of the Implementation Plans, Plaintiffs may move for an

order extending jurisdiction over the Settlement Agreement. In order to extend jurisdiction, the Plaintiffs must establish and the Court must determine that Defendants are not in substantial compliance. Unless jurisdiction is extended by the Court, the Settlement Agreement shall terminate five (5) years from Court approval of the Settlement Agreement and Implementation Plans. Nothing in this paragraph shall limit the parties' rights to challenge or appeal any finding as to whether Defendants are not in substantial compliance with the Settlement Agreement and all Implementation Plans, or consequent order entered by the Court.

VIII. AMENDMENTS

53. By mutual agreement, the parties may change the terms of this Settlement Agreement, including, but not limited to, the timetables for taking specific actions, provided that such mutual agreement is memorialized in writing, signed by the parties and approved by the Court.

54. Defendants shall not make any changes to any policy provision implementing the provisions of this Settlement Agreement and Implementation Plans without providing Plaintiffs a written draft of such policy or policies, for their review and comment.

55. Without prior agreement of the parties, Defendants may not amend any policy provision to conflict with the terms of this Settlement Agreement while the Settlement Agreement remains in effect.

56. Defendants shall not approve any changes to a policy maintained by its health care provider that conflicts with the terms of this Settlement Agreement and Implementation Plans.

IX. FUNDING

57. The parties acknowledge that implementation of this Settlement Agreement and the Implementation Plans are subject to the availability and receipt of appropriated funds.

58. The parties further acknowledge that the lack of funding does not preclude the Court from entering any order to achieve compliance with this Settlement Agreement that comports with the applicable provisions of the Prison Litigation Reform Act, 18 U.S.C. Section 3626 and with other applicable law, provided that Defendants reserve the right to assert that the lack of funding should be taken into account in any remedial order.

59. Defendants agree to make all possible good faith efforts to seek all necessary funding to implement this Settlement Agreement and all Implementation Plans. In the event that the parties are unable to agree as to whether there is sufficient funding to implement fully this Settlement Agreement and Implementation Plans, the parties shall meet and confer, and if necessary, consult the Court. In the event that the parties continue to be unable to agree, either Defendants or Plaintiffs may seek the assistance of the Court and if necessary consult the mediator.

X. ATTORNEY'S FEES AND EXPENSES

60. Attorney's fees and expenses shall be addressed as follows.

61. Plaintiffs shall provide the Court and Defendants with a fees application including the supporting materials provided by Civil L.R. 54-5.

62. Fees and expenses through Final Approval of Settlement Agreement, including approval of all Implementation Plans: Plaintiffs agree not to seek fees and expenses from the Court in an amount above $4.8 million, for fees and expenses incurred through Final Approval of the Settlement Agreement, including approval of all Implementation Plans. Defendants agree not to object to plaintiffs' petition for fees and expenses up that amount. The parties acknowledge that Court approval of the fees and expenses is required.

63. Fees and expenses after Final Approval of Settlement Agreement: Plaintiffs may petition the Court for an award of no more than $250,000 per year in fees and expenses arising from monitoring work, inspections, negotiations, meet and confer processes, mediation, review of documents, and correspondence with class members, until termination of Court enforcement. The parties contemplate that Plaintiffs will use the

services of the Public Defender as part of this post-settlement monitoring and enforcement. In any petition to the Court for fees and expenses, the Court should consider the efficiency of the services rendered, including how Plaintiffs' counsel allocated services among the different private counsel and the Public Defender. The $250,000 annual cap does not apply to (1) Plaintiffs' motions to enforce the Settlement Agreement and Implementation Plans; and (2) Plaintiffs' opposition to any motions filed by defendant(s) arising out of the Settlement Agreement and Implementation Plans. The standard for Plaintiffs' eligibility for fees and expenses arising from Plaintiffs' motions to the Court shall be that no fees and expenses shall be awarded unless the Court finds (1) that the motion or opposition was necessary to enforce substantial rights of the class under the Eighth Amendment and Fourteenth Amendments to the United States Constitution, Article I, Sections 7 and 17 of California Constitution, the Americans with Disabilities Act, Rehabilitation Act, or California Government Code § 11135; and, (2) that Plaintiffs attempted to resolve the matter and/or narrow the issues as much as possible by meeting and conferring with Defendants, taking full opportunity of recourse to the mediator before presenting the issues to the Court. Defendants shall be eligible for an award of fees and costs from plaintiffs' private counsel, and Plaintiffs shall receive none, in the event that the Court finds that Plaintiffs' motion was frivolous, unreasonable or groundless, or that Plaintiffs continued to litigate it after it clearly became so. Furthermore, Plaintiffs agree that they may not seek more than $150,000 each year in fees and expenses on motions to enforce the Settlement Agreement.

64. If the Court determines that any enforcement motion is filed or opposed in bad faith, it may award sanctions in the form of attorneys' fees and expenses, among other remedies. The caps in Paragraph 63 do not apply to enforcement motions opposed in bad faith by Defendants.

65. The parties commit to work together in good faith to resolve any future disputes over fees and expenses. They agree to confer, and mediate, before presenting a fee dispute motion to the Court.

XI. MISCELLANEOUS PROVISIONS

66. Plaintiffs agree that if the Court does not grant Final Approval of this Settlement Agreement, then Defendants reserve their right to appeal the preliminary injunction entered in this case.

67. The parties agree to issue a joint press release announcing the settlement.

68. This Agreement constitutes the entire agreement among the parties as to all claims raised by Plaintiffs in this action, and supersedes all prior agreements, representations, statements, promises, and understandings, whether oral or written, express or implied, with respect to this Agreement. Each Party represents, warranties and covenants that it has the full legal authority necessary to enter into this Agreement and to perform the duties and obligations arising under this Agreement. The County Defendant shall be the last signatory to this agreement. This agreement may be signed in counterparts and a copy shall be as good as an original and may be introduced as evidence.

69. This is an integrated agreement and may not be altered or modified, except by a writing signed by all representatives of all parties at the time of modification.

70. This Agreement shall be binding on all successors, assignees, employees, agents, and all others working for or on behalf of Defendants and Plaintiffs.

DATED: May 7 2015

ROSEN BIEN GALVAN & GRUNFELD, LLP

By: _____
Michael W. Bien

DATED:

OFFICE OF THE PUBLIC DEFENDER
COUNTY OF MONTEREY

By: _____
James Egar, Public Defender
Donald Landis, Assistant Public Defender

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DATED:

ROSEN BIEN GALVAN & GRUNFELD LLP

By: _____
Michael W. Bien

DATED: 5/7/15

OFFICE OF THE PUBLIC DEFENDER
COUNTY OF MONTEREY

By: James Egar
James Egar, Public Defender
Donald Landis, Assistant Public Defender

DATED: 5/7/15

AMERICAN CIVIL LIBERTIES UNION FOUNDATION OF NORTHERN CALIFORNIA

By: _____
Alan Schlosser

DATED:

ACLU NATIONAL PRISON PROJECT

By: _____
Eric Balaban

Attorneys for Plaintiffs

DATED:

COUNTY OF MONTEREY

By: _____
Simon Salinas

Chair of the Board of Supervisors

DATED:

CALIFORNIA FORENSIC MEDICAL GROUP

By: _____

Approved as to Form:

DATED:

OFFICE OF THE COUNTY COUNSEL
COUNTY OF MONTEREY

By: _____
Susan K. Blitch
Senior Deputy County Counsel

Attorneys for Defendants
COUNTY OF MONTEREY and MONTEREY COUNTY SHERIFF'S OFFICE

DATED:

AMERICAN CIVIL LIBERTIES UNION FOUNDATION OF NORTHERN CALIFORNIA

By: _____
Alan Schlosser

DATED: May 7, 2015

ACLU NATIONAL PRISON PROJECT

By: _____
Eric Balaban

Attorneys for Plaintiffs

DATED:

COUNTY OF MONTEREY

By: _____
Simon Salinas

Chair of the Board of Supervisors

DATED:

CALIFORNIA FORENSIC MEDICAL GROUP

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Approved as to Form:

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OFFICE OF THE COUNTY COUNSEL
COUNTY OF MONTEREY

By: _____
Susan K. Blitch
Senior Deputy County Counsel

Attorneys for Defendants
COUNTY OF MONTEREY and MONTEREY COUNTY SHERIFF'S OFFICE

DATED:

AMERICAN CIVIL LIBERTIES UNION FOUNDATION OF NORTHERN CALIFORNIA

By: _____
Alan Schlosser

DATED:

ACLU NATIONAL PRISON PROJECT

By: _____
Eric Balaban

Attorneys for Plaintiffs

DATED: 5/7/15

COUNTY OF MONTEREY

By: _____
Simon Salinas

Chair of the Board of Supervisors

DATED:

CALIFORNIA FORENSIC MEDICAL GROUP

By: _____

Approved as to Form:

DATED: 5/7/15

OFFICE OF THE COUNTY COUNSEL
COUNTY OF MONTEREY

By: _____
Charles J. McKee
County Counsel

Attorneys for Defendants
COUNTY OF MONTEREY and MONTEREY COUNTY SHERIFF'S OFFICE

DATED:

AMERICAN CIVIL LIBERTIES UNION FOUNDATION OF NORTHERN CALIFORNIA

By: _____
Alan Schlosser

DATED:

ACLU NATIONAL PRISON PROJECT

By: _____
Eric Balaban

Attorneys for Plaintiffs

DATED:

COUNTY OF MONTEREY

By: _____
Simon Salinas

Chair of the Board of Supervisors

DATED:

CALIFORNIA FORENSIC MEDICAL GROUP

By: _____
Raymond Herr, M.D.

Approved as to Form:

DATED:

OFFICE OF THE COUNTY COUNSEL
COUNTY OF MONTEREY

By: _____
Charles J. McKee
County Counsel

Attorneys for Defendants
COUNTY OF MONTEREY and MONTEREY COUNTY SHERIFF'S OFFICE

DATED: 5·11·2015

BERTLING & CLAUSEN, L.L.P.

By: Peter G. Bertling
Peter G. Bertling

Attorneys for Defendant
CALIFORNIA FORENSIC MEDICAL GROUP, INCORPORATED

California Forensic Medical Group
Term: 01/01/2018 to 12/31/2021

EXHIBIT F

County Jail Medical Staffing Plan		
Position	Shift	FTE
Program Manager	D	1.0
Director of Nursing	D	1.0
RN	D	2.1
RN	D	4.2
PA/FNP	D	1.0
PA/FNP	D	1.0
LVN	D	1.4
LVN	D	4.2
Psych RN / LCSW	D	1.0
Psych RN / LCSW	D	1.4
Medical Record Supervisor	D	1.0
Clerk	D	1.0
CNA/MA	D	2.4
CNA/MA	D	1.4
LVN	S	1.4
Psych RN / LCSW	S	1.0
CNA/MA	S	1.4
CNA/MA	S	1.4
RN	G	2.1
RN	G	2.1
RN	G	2.1
LVN	G	2.1
LVN	G	2.1
CNA/MA	G	1.4
Medical Director / Physician		1.0
Psychiatrist		1.0
Dentist		0.6
Dental Assistant		0.8
Dental Hygienist		0.1
Physician On Call		
Psychiatrist On call		
		44.7

Exhibit G

BUSINESS ASSOCIATE AGREEMENT

This Agreement is made between Monterey County **("Provider")** and California Forensic Medical Group, Inc. **("Contractor").**

RECITALS

A. Provider is a detention facility that is subject to the federal HIPAA privacy and security rules, as amended by the HITECH Act and the HIPAA Omnibus Rule (collectively, the "HIPAA Rules"). Under the HIPAA Rules, Provider may give business associates performing services on its behalf access to patient -identifiable health care information ("Protected Health Information" or "PHI") to the extent that such access is necessary to allow the business associates to perform their duties, provided that it obtains satisfactory assurances from each business associate that it will appropriately safeguard the PHI. Provider customarily obtains such assurances in the form of an agreement that binds the business associate.

B. Contractor is a limited liability partnership that provides medical services to Provider (the "Services"). In the course of performing the Services, Contractor may require access to PHI held by Provider. As such, Contractor is a "business associate" under the HIPAA Rules. Contractor is prepared to enter into an agreement with Provider containing satisfactory assurances that it will appropriately safeguard the PHI.

C. Provider and Contractor desire to enter into this Business Associate Agreement to set forth their understandings regarding Contractor's duties with respect to the PHI that it receives from Provider during the course of providing the Services.

AGREEMENTS

1. Compliance with HIPAA Rules

Contractor shall comply with the business associate requirements in the HIPAA Rules in current or amended form in using and disclosing PHI that it receives from Provider in the course of furnishing the Services.

2. General Obligations

Contractor shall perform the following specific duties in accordance with the HIPAA Rules:

2.1. Use PHI received from Provider only as necessary to: (i) perform the Services; (ii) assist in its own proper management and administration; or (iii) carry out its legal responsibilities.

2.2 Disclose PHI received from Provider in the circumstances set forth in Section 2.1 only if: (i) the disclosure is required by law or (ii) Contractor obtains reasonable assurances from the recipient that the PHI will be held confidentially and used or further disclosed only for the purposes for which it was disclosed to the recipient or as required by law, and the recipient notifies Contractor of any instances of which the recipient is aware in which the security of the PHI has been breached.

2.3. Use appropriate safeguards to prevent use or disclosure of PHI for purposes other than the performance of the Services.

2.4. Implement policies and procedures providing administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of the electronic Protected Health Information ("ePHI") that it creates, receives, maintains, or transmits on behalf of Provider as required by the HIPAA security rules.

2.5. Report to Provider any use or disclosure of PHI not provided for in this Agreement about which Contractor becomes aware, including any security breach of unsecured PHI, and provide such notifications on Provider's behalf to patients and other recipients at Contractor's expense as Provider may determine. Contractor shall report any security breach to Provider without unreasonable delay and in no case less than twenty (20) calendar days after the breach is known to Contractor or would have been known through the exercise of reasonable diligence.

2.6. Not de-identify PHI unless specifically permitted as part of the Services and not use or disclose de-identified PHI for Contractor's own purposes.

2.7. Obtain Provider's express prior written approval for any person or entity, other than a member of Contractor's workforce, to whom Contractor proposes to provide PHI in order to assist Contractor in carrying out any function, activity, or service on Provider's behalf (a "Subcontractor").

2.8. Treat any Subcontractor as Contractor's business associate under the HIPAA Rules, including entering into a written contract with such Subcontractor in a form approved by Provider by which the Subcontractor agrees to the same restrictions and conditions that apply to Contractor under this Agreement and the HIPAA Rules.

2.9. Ensure that any Subcontractor to which Contractor provides ePHI agrees to implement reasonable and appropriate administrative, physical, and technical safeguards to protect such information as required by the HIPAA security rules.

3. Specific Privacy Obligations

Contractor shall perform the following privacy obligations with regard to PHI:

3.1. Comply with the requirements of the HIPAA privacy rules that apply to Provider when carrying out Provider's obligations under the HIPAA privacy rules, including limiting uses and disclosures to the "minimum necessary" PHI.

3.2. Notify Provider immediately of any request by a patient for access, amendment, or an accounting regarding the patient's health record under Section 3.3, 3.4, or 3.5 of this Agreement.

3.3. Give Provider or the patient access to the patient's health records, as required by the HIPAA privacy rules, including making ePHI available in electronic format to the patient or anyone designated by the patient.

3.4. Allow Provider, at the patient's request, to require amendment of the patient's health records, as required by the HIPAA privacy rules, in the form of an addendum in the time and manner that it designates.

3.5. Document any disclosures by Contractor of PHI and provide the resulting documentation to Provider to allow Provider to respond to the patient's request for an accounting of disclosures in accordance with the HIPAA privacy rules; or, at Provider's direction, provide an accounting of its disclosures of PHI to any patient who requests it.

3.6. Comply with the applicable provisions in the HIPAA Rules in the event that it assists Provider with marketing or fundraising activities. These include (1) obtaining the patient's permission in most circumstances before using or disclosing the patient's PHI for marketing purposes, and (2) placing a clear statement in any fundraising materials allowing the patient to opt out of receiving such communications in the future.

3.7. Refrain from selling PHI or receiving compensation for providing PHI without the express written permission of Provider and, unless the HIPAA privacy rules expressly permit it, the patient to whom the PHI pertains.

4. Indemnification and Insurance

Contractor shall:

4.1. Provide indemnification to Provider for any expenses to which Provider is put in notifying patients, governmental agencies, or other persons or entities, as required by law, of security breaches involving PHI in the custody of Contractor or any Subcontractor.

4.2. Indemnify and hold harmless Provider for any liability to which Provider is put as a result of an improper use or disclosure of PHI by Contractor or any Subcontractor in violation of this Agreement or the HIPAA Rules.

4.3. Obtain and maintain insurance coverage with carriers and in amounts acceptable to Provider for any liability resulting from damages or injuries due to acts or omissions in receiving, maintaining, or disclosing PHI under this Agreement.

5. Records

Contractor shall make its internal practices, books, and records relating to the use and disclosure of PHI available to Provider and to the Secretary of the Department of Health and Human Services, in a time and manner designated by Provider or the Secretary, to assist Provider or the Secretary in determining Contractor's compliance with this Agreement and the HIPAA Rules.

6. Term and Termination

6.1. This Agreement shall continue as long as Contractor provides the Services.

6.2. In the event that Contractor violates this Agreement, Provider may immediately terminate its relationship with Contractor, including any agreement or contract between them obligating Contractor to furnish the Services and Provider to compensate Contractor for them.

6.3. Following any termination of this Agreement, Contractor shall, if feasible, return or destroy all PHI (including copies) received from Provider, or created or received by Contractor on behalf of Provider. If it is not feasible to return or destroy the PHI, Contractor shall continue to use appropriate safeguards as set forth in this Agreement and in the HIPAA Rules to protect the PHI and shall limit further uses and disclosures to those activities that make the return or destruction of the information infeasible. Any obligation to continue to protect the PHI shall survive the termination of this Agreement.

7. Amendment

Provider and Contractor shall amend this Agreement from time to time as necessary to comply with changes in the HIPAA Rules.

PROVIDER:	**CONTRACTOR:**
_____ (Signature)	_____ Cindy Watson
_____ Monterey County	_____ California Forensic Medical Group, Inc.
UNDERSHERIFF (Title)	_____ COO
Date: 1/3/18	Date: _____