

## **EXHIBIT A - SCOPE OF WORK**

### **SECTION I**

1. CONTRACTOR shall provide Comprehensive Incarcerated Person Medical Services (“Services”) as contained in this Exhibit A.
  - a. This Exhibit A has been drafted to include the requirements for all Incarcerated Person health care services to be provided in and in conjunction with the Monterey County Jail. This exhibit is intended to be all inclusive for Incarcerated Person healthcare services, including but not limited to: intake screening, Incarcerated Person 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, court orders in the Matter of *Hernandez v. County of Monterey*, Case #CV5:13 2354 BLF, and NCCHC standards. In the event of any conflict (direct or indirect) among any of the exhibits and the contract, , the more stringent requirements providing the County with the broader scope of services shall have precedence, such that this Exhibit A including all attachments shall be performed to the greatest extent feasible.
  - b. State regulations 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 at 12:01 A.M. on January 1, 2026. 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 Incarcerated Person 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: Health Services Administrator, Medical Director, psychiatrist, Program Manager, Director of Nursing and administrative assistant/records supervisor. These 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 the Matter of *Hernandez v. County of Monterey*, Case #CV5:13 2354 BLF; and any subsequent orders of the court. CONTRACTOR will continue to meet the minimum standards established by NCCHC during the term of this agreement.

3. **NCCHC Accreditation.** Within 6 months 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 12 months of the contract start date; CONTRACTOR's policies must meet NCCHC standards for health and mental health care. Within 24-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 achieve full NCCHC Accreditation by the end of 33 months after contract start date. Any delay due to NCCHC Accreditation survey scheduling will not be held against CONTRACTOR. Once Accreditation is granted, CONTRACTOR will comply with 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. In the event NCCHC revises their standards the Contractor shall adhere to the most current NCCHC standards at all times for the duration of the contract
4. **Accreditation Timeline (all times from contract start date)**
  - i. Develop plan to obtain NCCHC Accreditation – 6 months
  - ii. Begin operating within NCCHC Standards – 12 months
  - iii. Begin Application Process for NCCHC Accreditation – 24 months
  - iv. Obtain NCCHC Accreditation – 33 months
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 two (2) 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 Incarcerated Persons back from an inpatient setting into the facility, AND for referring and releasing Incarcerated Persons 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 Monterey County Sheriff's Office (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 Incarcerated Person medical assessments shall be done by Registered Nurses or a higher-level care provider (physician, physician's assistant, or nurse practitioner).

### SECTION III

1. **Summary:** CONTRACTOR shall be responsible for Incarcerated Person health care services immediately upon the Incarcerated Person being brought through the intake process and accepted into MCSO's custody at the Monterey County Jail, 1410 Natividad Road, Salinas, California and throughout the term of Incarcerated Person incarceration. CONTRACTOR is not responsible for any costs until an Incarcerated Person is medically cleared and accepted into the facility. CONTRACTOR is responsible for providing and coordinating all medical services brought to the Incarcerated Person, 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 Incarcerated Person leaves detention.
2. **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:
3. **Services:** CONTRACTOR shall provide comprehensive health care services for Incarcerated Persons housed at 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 Incarcerated Person s, 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 et al v. County of Monterey et. al.*, Case Number: 5:13-cv- 02354-BLF. Medical and behavioral health care intake screening shall include identification of medical and behavioral health needs (including suicidal ideation) and substance use disorders. Physicians must "bridge" all verified, valid prescriptions for Incarcerated Persons entering the jail on prescribed medications, within 24 hours.

- b) *Fourteen Day Health Inventory and Communicable Disease Screening.* An appraisal shall be performed by an RN or higher-level care provider (physician, physician's assistant, or nurse practitioner) of all incoming incarcerated persons, which meets requirements. This includes an examination (history and physical) of all incarcerated persons coming into custody completed within the first 14 days of their incarceration.
- c) *General Healthcare.* CONTRACTOR shall provide basic healthcare services to incarcerated persons including preventative care.
- d) *Sick Call.*
  - i.) Provision of sick call seven (7) days a week, which may be performed by RNs. Physician sick call (which may be performed by either physicians or mid-level practitioners) must be provided five (5) days a week. Triage of sick call requests shall be conducted by a nurse practitioner or registered nurse within their scope of practice.
  - ii.) Incarcerated persons shall have access to essential health care services at all times. At a minimum, an 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.
  - iii.) 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. Incarcerated persons 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) *Incarcerated Person Biometric Wellness Solution*
  - i.) Within 12 months of start of contract CONTRACTOR to implement biometric wellness solution project to support the monitoring of up to 40 incarcerated persons.
- f) *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.
- g) *Leadership.* CONTRACTOR's administrative leadership services shall have cost accountability and, if requested, justify medical care and responsiveness.

- h) *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.
- i) *Food Service Clearances –* CONTRACTOR will conduct food service clearance exams on incarcerated person kitchen workers to ensure incarcerated persons don't have any medical conditions that would be incompatible with food handling and serving in the jail.
- j) *Suicide Prevention Program.* CONTRACTOR shall coordinate with sheriff's command staff to implement all aspects of the suicide prevention measures, 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 *Hernandez et al v. County of Monterey et. al.*, Case Number: 5:13-cv- 02354-BLF 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 incarcerated persons.
  - iv. For every incarcerated person placed in a safety cell placement or on a suicide watch, CONTRACTOR shall ensure incarcerated person is monitored by health services staff as medically appropriate and in compliance with *Hernandez et al v. County of Monterey et. al.*, Case Number: 5:13-cv- 02354-BLF and NCCHC standards (once NCCHC certification is achieved).
  - v. CONTRACTOR shall work cooperatively with outside agencies as needed.
- k) *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 incarcerated person'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, loose 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). Dental hygiene services and exam for incarcerated persons in

custody for a year or more.

- v. CONTRACTOR will provide triage, prioritize, and then schedule incarcerated persons to see the dentist. Incarcerated persons requiring oral attention will be scheduled to see the dentist as soon as possible. If the incarcerated person's dental requirements are emergent, the dentist will see them as soon as possible.
  - vi. For elective work that can be deferred CONTRACTOR will provide appropriate referral information upon the incarcerated person's release.
- l.) 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.
- m.) Family Planning Services.* CONTRACTOR shall provide family planning services pursuant to Penal Code Sections 3409, 3440, 4023.5 and other applicable laws.
- n.) Vision.* Evaluation and treatment of vision conditions which, based on the length of incarceration, are medically necessary. CONTRACTOR shall provide on-site basic optometry services provided by a licensed optometrist. Services shall include assessment, treatment, and consultation including examination of eyes for health and vision problems, prescriptions for glasses, and diagnosis and treatment of eye disease such as glaucoma, cataracts and retinal disorders. The selected CONTRACTOR must provide, repair, or replace glasses, when necessary. All optometry equipment and supplies will be the responsibility of the CONTRACTOR.
- o.) 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 incarcerated persons 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.

- p) *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.
1. CONTRACTOR shall pay for, arrange, and coordinate all outpatient services, including dental care, and outpatient surgeries.
  2. 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 incarcerated person. In these cases, CONTRACTOR shall arrange for and coordinate care for incarcerated person 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.
  3. CONTRACTOR shall perform or subcontract for any surgical services that may be necessary to treat the incarcerated persons for injuries, diseases and illnesses.
4. **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 persons 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. CONTRACTOR may use another provider with the written consent of County.
  5. **Emergency Treatment:** CONTRACTOR shall render emergency treatment to the incarcerated persons when such services are required. CONTRACTOR shall be responsible for all psychiatric emergency services including, crisis intervention, crisis stabilization, and crisis de-escalation services for incarcerated persons within the jail.
  6. **Emergency Room:** Emergency room care for County incarcerated persons shall be provided by Natividad Medical Center (NMC) in Salinas, CA. CONTRACTOR shall use other providers, only if NMC is unable to provide the level or type of medical services required by incarcerated person.
  7. **Mental Health Services:** CONTRACTOR is responsible for mental health care for all incarcerated persons.
    - i. CONTRACTOR shall staff the Sheriff’s Jail according to the submitted staffing plan and render mental health services to the incarcerated persons when such services are required and as described in CONTRACTOR’s proposal. Mental Health treatment services under this program shall include, but are not limited to: evaluation and assessment, including dual diagnosis; 24-hour crisis intervention, medication management; referral for acute psychiatric hospital care; consultation with custody to determine appropriate housing; assisting, coordinating, and participating with Sheriff for monitoring of safety and isolation cells; development and implementation of behavioral plans to change problematic

behaviors. CONTRACTOR may provide psychiatry services via tele-psychiatry, as appropriate.

- ii. All new incarcerated persons 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.
  - iii. Mental Health services provided on-site will include crisis evaluation, socialization programs, group therapy, medication management, psychiatric evaluations, psychiatry exams, and individual therapy.
  - iv. 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 *Hernandez et al v. County of Monterey et. al.*, Case Number: 5:13-cv-02354-BLF court orders, and NCCHC standards.
  - v. Incarcerated persons 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.
  - vi. 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 (incarcerated person) 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 incarcerated person 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.
8. **Disaster:** CONTRACTOR shall provide comprehensive medical care services during a natural disaster. CONTRACTOR shall implement a contingency plan to provide medical services to incarcerated persons following a natural disaster or declared state of emergency.
  9. **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.
  10. **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 incarcerated person'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.

11. **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.

12. **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.

13. **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 incarcerated person'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 incarcerated person's chart.

14. **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.

15. **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.

16. **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 incarcerated persons. 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 incarcerated person. CONTRACTOR may request assistance from MCSO to meet this obligation only if it is necessary in an exigent circumstance.
17. **Court Orders:** CONTRACTOR shall promptly follow all court orders. CONTRACTOR will testify in court as needed in connection with its performance of services under the Agreement.
  - a. CONTRACTOR shall abide by and follow all court orders that relate to incarcerated person medical care and services. CONTRACTOR is required to forward copies of all court orders that relate to incarcerated person medical care and services to the County. If CONTRACTOR believes the court order to be contrary to best medical practices or the incarcerated person'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's 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:

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 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.

Medical Directors who are not board certified at the time of their start at the Monterey County Jail must obtain board certification within the timeframe defined by their specialty board. Failure to become board

certified within the specified time period shall result in automatic termination of assignment. Once certified by a recognized Board, the Medical Director must remain certified as a condition for assignment to the Monterey County Jail. If the physician's board certification lapses for any reason, they shall have a grace period of two (2) years from the loss of certification to regain board certification. Failure to regain board certification within the specified time period shall result in automatic termination of assignment.

## SECTION VI

### **A. MINIMUM MEDICAL STAFFING:**

CONTRACTOR must maintain minimum staffing based on the matrix for the minimum staffing attached as Exhibit B. 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. Any modification of the staffing matrices requires written notification and justification by Contractor to the Monterey County Sheriff's Office with mutual agreement by the Sheriff's Office to authorize an amendment. 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 CONTRACTOR 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 ninety (90) days written notice.

## **SECTION VII**

### **A. STAFFING:**

Contractor 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 incarcerated persons. 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 Corrections Operations Bureau Chief Deputy Sheriff or designee on February 1<sup>st</sup> and August 1<sup>st</sup> of each year. Copies of any Work Post changes must be immediately provided to the Corrections Operations Bureau Chief Deputy Sheriff or designee.
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 and 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 monthly basis and CONTRACTOR agrees to credit 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 incarcerated persons.
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**

##### **PHARMACEUTICALS:**

CONTRACTOR shall be responsible for ordering, payment, and proper control and distribution of all pharmaceuticals. In addition, CONTRACTOR shall establish a pharmaceutical committee. The committee shall consist of the medical director, supervision R.N. and pharmacist and shall establish standards in compliance with state and federal law and regulations and shall ensure compliance. A County Health Officer or his/her designee shall review and approve CONTRACTOR's pharmaceutical management plan and procedures annually. Pharmacy services shall be consistent with State and Federal regulations, monitored by a licensed, qualified pharmacist. All new policy and procedures and revisions will be reviewed and approved by County Health Officer or his/her designee of a licensed pharmacist. An annual inventory report shall be submitted to the Administrative Captain each year of the contract thereafter. CONTRACTOR shall administer medications to incarcerated persons using a system that includes tracking, accountability, and ease of transporting and providing the medications. CONTRACTOR shall also be available to meet and confer with the County on an alternative system and upon County's request, CONTRACTOR shall promptly transition to the alternative system. County understands and agrees that implementation of an alternative system may require additional staffing and costs and may require structural modification of the jail. County further understands and agrees that an alternative system may require state licensure prior to initiation of operations, and that obtaining such licensure can take an extended period of time. If County requests implementation of an alternative system, the Parties shall meet and negotiate in good faith an amendment to the Agreement to account for the factors described above. CONTRACTOR understands and agrees that it shall work diligently and make its best reasonable effort to implement the alternative system as quickly as possible upon the amendment of the Agreement.

#### **SECTION X.**

##### **TRANSPORTATION AND SECURITY:**

1. Ambulance Transportation. CONTRACTOR shall contract with a licensed ambulance entity and pay for necessary ambulance, and other first responder 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, incarcerated persons 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 Incarcerated Persons Rights Plan.* CONTRACTOR shall meet the requirements of the Reproductive Privacy Act (Health and Safety Code 123460 et seq.) (Jan. 1, 2003).
3. *Incarcerates Persons with Disabilities, Mental Health Issues, and Gender Matters.* CONTRACTOR shall comply with and abide by federal and state laws as well as all MCSO policies as they relate to incarcerated persons and the Facilities, including but not limited to the Americans with Disabilities Act (ADA), incarcerated persons determined to have a mental issue, and matters involving transgender incarcerated persons.
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. 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 Program (MCIP):* CONTRACTOR agrees to cooperate with and abide by rules and regulations of MCIP program, as per the contract County holds with the 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 et al v. County of Monterey et. al., Case Number: 5:13-cv-02354-BLF.*

## **SECTION XII.**

### **A. QUALITY ASSURANCE / OVERSIGHT / REPORTING:**

The County may, at its own expense, contract with a neutral third party(ies) experienced in medical quality assurance reviews (“Quality Assurance Consultant”). The services of this third-party consultant(s) may include items such as conducting periodic audits of incarcerated person 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(s) including providing full and immediate access to records, including incarcerated person medical records.

1. 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.
2. CONTRACTOR shall participate, as requested, on County committees related to incarcerated person medical care, including providing service information and statistics.
  3. CONTRACTOR shall assign a qualified professional to attend and participate in all meetings related to incarcerated person medical care.
  4. 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 disagrees.
  5. 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.**

#### **OVERSIGHT AND COMMITTEE PARTICIPATION:**

The Medical Director, Program Manager, and other appropriate representatives of the medical provider shall regularly attend meetings related to incarcerated person 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 Corrections Operations Bureau Chief Deputy Sheriff, shall attend and participate in 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 incarcerated persons.
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, incarcerated person 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 incarcerated person 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.**

##### **GRIEVANCE PROCEDURE:**

CONTRACTOR will follow the current grievance policy and procedure with the MCSO for the communication and resolution of incarcerated person 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 time lines for responses. When the assigned individual is on vacation or otherwise unavailable, coverage must be provided and the responsible individual identified to the Corrections Operations Bureau Chief Deputy Sheriff or designee. (All incarcerated person grievances relating to medical care and dental services shall be reviewed by the MCSO Ombudsperson).

#### **SECTION XVI.**

##### **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.**

##### **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, regarding incarcerated person health care services. 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; and

Other information as counsel deems necessary to prepare the defense or prosecution including participation at any trial or hearing.

### **SECTION XVIII.**

#### **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 incarcerated person release where possible. CONTRACTOR is required to disclose all relevant communicable disease information for incarcerated persons as allowed by applicable laws.
2. *Transfer of Health Records.* Health records of an incarcerated person 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 incarcerated persons 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 a compassionate care release program and participating in and cooperating with the compassionate care release program when implemented.

### **SECTION XIX.**

#### **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 incarcerated person 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 1<sup>st</sup> of each year and at other times as requested by County.
5. *Property*. Records, electronic or written, are the property of the County of Monterey. Any information not contained within the patient's health record may be viewed by County upon written permission of CONTRACTOR, which may require an executed confidentiality agreement.
6. *Electronic Medical Records System*.
  - a. CONTRACTOR will maintain all records in accordance with Section 1205 of Title 15 of the California Code of Regulations and NCCHC accreditation guidelines.
  - b. CONTRACTOR shall provide a comprehensive Electronic Medical Records (EMR)/ Electronic Health Records (EHR) package that focus on reliability, stability, and ease of use.
  - c. 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 a minimum of ten (10) site licenses with Read Only Access 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, Contractor within 12 months of contract start date will utilize an EMR that is fully integrated with the EMR used by Natividad Medical Center and the local clinics. County and CONTRACTOR will in good faith work together to analyze whether their systems can be used to allow communication between other 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.
  - viii. CONTRACTOR is responsible for any and all costs incurred for designing and implementing an Application Programming Interface (API) and maintaining a Health Information Exchange (HIE) to allow for seamless transition from current EHR and communication between all County Public Health, County Behavioral Health, and Natividad Medical Center EHRs.
- d. CONTRACTOR shall obtain MCSO's approval of intended applications and systems before installation.
- e. 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, but no later than 6 months after start of services performed by contract.

## **SECTION XXI:**

### **A. Discharge Planning**

1. Contractor will provide discharge planning for individuals with serious health needs. This shall include, as appropriate, but not limited to:
  - a. Psychiatric prescriptions/medications upon discharge (shall be in compliance with 340B Drug Program standards, or better);
  - b. Prescription for Narcan for individuals identified as having an opioid addiction;

- c. Arrangements or referral to community providers, including local programs/services provided through the California Mental Health Services Act, if any, to facilitate discharge of mental health patients.
2. CONTRACTOR will support the following pre-release care management activities:
  - a. CONTRACTOR will ensure a process is in place to assign an accessible pre-release care manager in accordance with guidelines in Table 11 of the California Advancing and Innovating Medi-Cal (CalAIM) Policy & Operational Guide, including with support from the managed care plan (MCP), Justice Involved –(JI) liaison, and/or Provider directory.
  - b. CONTRACTOR will collaborate with the MCP’s pre-release care managers to ensure a whole person needs assessment, inclusive of SDOH, is conducted.
  - c. CONTRACTOR will collaborate with the MCP’s in-reach pre-release care managers to ensure they have the information needed to coordinate all needed care as part of the reentry stabilization, treatment, and planning for release in alignment with the CalAIM JI requirements. This includes participation in warm handoffs with community-based Providers and the MCP’s pre-release care managers.
  - d. CONTRACTOR will support delivery of care management services, including scheduling an initial appointment and follow-up appointments between the individual and the pre-release care manager.
  - e. CONTRACTOR will work collaboratively with the in-reach MCP’s pre-release care managers, various partners, and the detainees for the development of a reentry care plan.
  - f. CONTRACTOR’S medical staff will participate in professional-to-professional clinical consultation and warm handoffs, per the policy and operations guide.
  - g. CONTRACTOR’S medical staff will coordinate with, assist, and share information with the pre- release care managers, enhanced care management (ECM) Providers, and community-based Providers as needed, including attending reentry care coordination meetings.
2. CONTRACTOR’s responsibility for medical and behavioral healthcare services will end at the completion of the discharge process, including linkage to care, as appropriate.
3. Prior to discharge, CONTRACTOR must appropriately connect the incarcerated people, as applicable, for the continuation of care for medical and behavioral health services, per NCCHC guidelines (NCCHC 2018 J-E-10).
4. CONTRACTOR will provide comprehensive discharge planning services that includes, at minimum, arrangement or referrals and connection to community medical and/or behavioral healthcare Providers for follow-up services and provision of a 30-day supply of psychiatric and medical life- sustaining prescription medications, including MAT medications. In addition, handoffs for ECM and community support under the CalAIM initiative will be required.
  - a. CONTRACTOR shall provide a team of licensed behavioral health clinicians to assist incarcerated persons with a diagnosed behavioral health condition with a referral to an appropriate community program. Connections for incarcerated persons with SMI and/or significant health issues must also include assistance with applying for benefits, finding housing and employment, scheduling appointments, and/or arranging for transportation, and exchanging/releasing of healthcare-related information when release date is known.
  - b. CONTRACTOR shall also coordinate care upon release of incarcerated persons needing follow-up care (for example: prenatal, post-natal, cancer therapy, etc.) to appropriate

- clinics and hospitals. CONTRACTOR shall work with the Department of Social Services (DSS) to assist incarcerated persons with Medi-Cal applications to meet CalAIM requirements. The application process for people requesting Medi-Cal services shall begin at least five days after booking and when requested after booking.
- c. Consistent with the CalAIM guidance, CONTRACTOR shall provide a minimum 30-day supply (as clinically appropriate) of covered outpatient prescribed medications and prescription OTC (over the counter) medicine to people upon release. The cost of the discharge medications is the responsibility of CONTRACTOR. Whenever possible, long-acting injectable psychotropics should be used at discharge for those people for whom it is clinically indicated.
  - d. At the jail's request, CONTRACTOR should include a plan to supply naloxone upon discharge.
  - e. CONTRACTOR shall establish procedures to facilitate the bridging of all MAT medications and therapeutic services with Behavioral Wellness, CenCal Health (the MCP), or other community groups receiving the patient into their MAT programs after discharge from the jail. Whenever possible, long-acting injectable MAT medications should be used at discharge for those people for whom it is clinically and socially indicated.
  - f. Connections to treatments should include facilitating a meeting with community Providers prior to release. Scheduled appointments shall be attempted and offered to all incarcerated people with SMI prior to release at least three times before considered a refusal. All attempts and refusals must be documented in CONTRACTOR'S EHR. The connection to treatment is considered refused as outlined above and will be reported monthly, along with the total number of appointments made but declined.
  - g. CONTRACTOR shall work with assigned staff from County's current or future Incarcerated Person Programs Provider (Currently GEO), or a community group to align with CalAIM legislation to coordinate enrollment, appointments, and connections to treatments prior to release. CONTRACTOR shall demonstrate how it will address the sharing and collection of information within its EHR system for the purposes of documenting these services. CONTRACTOR will be expected to maintain data and provide reports on all handoffs made to outside services for which the Sheriff's Office or Probation Department may be responsible.
  - h. CONTRACTOR will notify the County Department of Behavioral Health once a related need is identified.
  - i. The initial appointment with the pre-release care manager (embedded or in-reach) must be scheduled within eight days of pre-release service aid code activation. As a best practice, the initial appointment should be scheduled within two business days of aid code activation.
  - j. CONTRACTOR will have a process to ensure that people who receive pre-release services are assigned pre-release care managers. If they are in-reach care managers, they will become the post-release ECM Providers.
  - k. CONTRACTOR must contact and make arrangements with community-based or embedded care managers within eight days of activating the JI aid code. Contact to schedule with the in-reach Provider must begin within three business days of JI aid code activation, and appointments must be scheduled within the next seven days.
  - l. Presenting a HIPAA-compliant ROI form for detainee signature, allowing the jail to request

and obtain medical and/or behavioral health information and to coordinate detainee's care at release with community Providers and insurers as necessary. CONTRACTOR shall develop and submit the form to the jail for approval.

## **SECTION XXII:**

### **A. Medication-Assisted Treatment**

1. CONTRACTOR shall include plan for treating people with substance use disorders (SUD), including MAT whenever clinically indicated and consistent with the BJA Withdrawal Management Guidelines.
2. The CONTRACTOR must continue MAT for patients who were receiving this treatment before their arrest, start treatment for patients in the jail upon request if clinically indicated, and provide bridge medications for patients at release consistent with community standard of care and CalAIM. These services must be coordinated with the County's SUD program, which provides psychoeducation and programming inside the jail and coordinates with the County and other outpatient services upon release. Prescribers shall be trained to prescribe all forms of buprenorphine and must be able to provide this service within the jail.
3. CONTRACTOR will use the most recent evidence-based SUD screening instruments, such as:
  - a. The National Institute on Drug Abuse's (NIDA's) modified Alcohol, Smoking and Substance Involvement Screening Test (ASSIST)
  - b. Texas Christian University Drug Screen
  - c. Tobacco Alcohol Prescription Drug Screen (TAPS)
  - d. Other evidence-based screens that the County has approved
  - e. For people incarcerated 30 days or longer, ensure an ASAM criteria assessment is completed within 30 days of first visits with a PPHA and/or an SUD counselor.
4. CONTRACTOR must have a process in place for a qualified treatment Provider to determine whether individuals who screen positive for SUD or who later report an SUD-associated craving require treatment. In addition, the Provider must have a process in place to ensure all individuals receive timely treatment to initiate and provide medication as soon as the need is identified. Treatment will be maintained throughout incarceration to ensure that medications for SUD are provided as soon as possible in alignment with clinical indications, especially in the presence of withdrawal symptoms.
5. CONTRACTOR shall provide medically indicated withdrawal treatments per NCCHC standards for health services.
6. All FDA-approved medications for SUD/alcohol use disorder (AUD) will be available per the CalAIM Policy and Operational Guide. Furthermore, CONTRACTOR will have a relationship with a narcotic treatment Provider (NTP) or partner with one that is qualified to prescribe and/or continue methadone treatment.
7. CONTRACTOR must have policies and processes in place that allow for the provision of MAT

options for SUD, including methadone, which would be available to individuals if they were living in the community.

**SECTION XXIII:**

**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 identifiable information about incarcerated persons, but can be analyzed by incarcerated person's age, sex, diagnosis and length of jail stay.

1. *Dashboards.* CONTRACTOR will develop within six months of contract start a site-specific dashboard in conjunction with CorEMR to provide comprehensive business analytics capacities. This Dashboard will leverage CorEMR's existing healthcare data infrastructure while adding customized visualization and analytical components tailored to MCSO specific operational needs. Dashboard will minimally include:
  - a. Planning and Requirements Gathering
  - b. Design and Development
  - c. Testing and Refinement
  - d. Deployment and Training
  - e. Monitoring and Optimization
2. *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.
3. *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. Incarcerated person requests for various services
  - b. Incarcerated persons seen at sick call
  - c. Incarcerated persons seen by physician
  - d. Incarcerated persons seen by dentist
  - e. Incarcerated persons seen by psychiatrist
  - f. Incarcerated persons seen by psychologist
  - g. Incarcerated persons seen by OB/GYN
  - h. Incarcerate persons 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 incarcerated person population dispensed medication
- t. Incarcerated persons testing positive for venereal disease
- u. Incarcerated persons testing positive for AIDS or AIDS antibodies
- v. Incarcerated persons testing positive for TB
- w. Incarcerated person 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.

*4. 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.

*5. MCIP.* CONTRACTOR shall provide MCIP (Medi-Cal Inmate Program) reports to COUNTY regarding the utilization for said services, treatment, and related costs.

*6. 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 incarcerated persons' personal information.

*7. 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.

*8. Offsite Activity/Cost Report.* CONTRACTOR shall provide an off-site activity/cost report by the 20<sup>th</sup> 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.

*9. Procedures Manual:* CONTRACTOR shall maintain in conjunction with Sheriff's Office medical protocols and policies and procedures manuals pertinent to the duties of CONTRACTOR and Sheriff's personnel with respect to health care. CONTRACTOR shall conduct training for all personnel as requested by Sheriff's Office and/or designee. CONTRACTOR shall provide adequate orientation and training, at its cost, to all staff under their direction, including all required annual HIPAA confidentiality training. CONTRACTOR shall provide adequate annual training for Jail staff in medical and behavioral health observation of adult incarcerated persons. CONTRACTOR shall require a skills and competencies assessment of staff annually and include follow-up training, as required. CONTRACTOR shall provide protocol and standardized procedures training, as appropriate. CONTRACTOR shall assure the cultural competency of health care staff, which may be accomplished through regular training activities made available to all personnel. CONTRACTOR shall provide annual training for SHERIFF correctional staff concerning various health care issues in the Jail. Such training will be jointly developed and scheduled at a mutual convenience.

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. Contractor shall:

- e. 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.
- f. Thorough training regarding policies and procedures to ensure all onsite staff has a working knowledge of them.
- g. Assure staff complies with the policies and procedures through on-site and corporate supervision.

### **SECTION XXIII.**

#### **HOSPITALIZATION.**

1. Except for those services covered under Medi-Cal, CONTRACTOR shall not be responsible for any individual incarcerated person's medical/surgical inpatient costs in excess of \$17,500.00 (seventeen thousand five hundred dollars) per occurrence. Should an individual incarcerated person's medical/surgical inpatient costs exceed the \$17,500.00 (seventeen thousand five hundred dollars) limit, the Sheriff's Office shall be responsible for incarcerated person's medical costs exceeding the \$17,500.00 (seventeen thousand five hundred dollars) limit.
2. CONTRACTOR shall cooperate with, assist and advise Sheriff's Office as requested to remove "holds" placed on hospitalized incarcerated persons as medically appropriate. CONTRACTOR shall develop a communications system to facilitate holds removal, to promptly and fully inform Sheriff Office of hold status and evaluate ongoing off-site costs. CONTRACTOR shall make accommodations within the Jail in order to prevent unnecessary use of outpatient/off-site specialty care service providers and inpatient hospitalizations, thereby reducing the dependence on Jail resources for transportation of incarcerated persons and security.
3. CONTRACTOR shall only be responsible for any individual incarcerated person's medical/surgical inpatient stay, while patient is in the legal custody of the Sheriff Office Jail. Commencement of CONTRACTOR liability shall occur at the time of booking, medical clearance, and physical placement of the incarcerated person into the Jail. CONTRACTOR liability shall end upon incarcerated person release from custody. If an incarcerated person is released from custody while an inpatient, CONTRACTOR will be responsible for medical/surgical inpatient stay costs below up to the cap in Section XXIII, 1 only for those inpatient days while incarcerated person is in custody.
4. CONTRACTOR may subcontract with other providers to the extent that Natividad Medical Center (NMC) is unable to provide services under this paragraph.

Should CONTRACTOR subcontract with another provider for emergent incarcerated person health care services, including hospitalization or outpatient services, said services shall be paid in accordance with Senate Bill 159 as outlined in Penal Code section 4011.10, effective January 2006, which provides for a rate equal to 110% of the hospital's actual costs according to the most recent Hospital Annual Financial Data report issued by the Office of Statewide Health Planning and Development, as calculated using a cost-to-charge ratio.

5. CONTRACTOR agrees that it is responsible for providing a completed medical referral form for all CONTRACTOR patients.
6. Medical Enrollment of Incarcerated Persons.
  - a. County shall take reasonable steps, both upon incarceration, periodically thereafter, and (if necessary) at the time that off-site inpatient services are provided, to screen incarcerated persons for eligibility to enroll in the Medi-Cal County Inmate Program (MCIP) and, with respect to incarcerated persons who are so eligible, shall assist the incarcerated persons with enrollment to the extent such assistance is legally permissible. CONTRACTOR will take reasonable steps to monitor the screening and enrollment efforts by County and advise of any incarcerated persons who are not enrolled that qualify.
  - b. CONTRACTOR and County will coordinate to facilitate MCIP eligibility of incarcerated persons and Medi-Cal payment for Medi-Cal covered services.
  - c. CONTRACTOR agrees to use its reasonable best effort to facilitate MCIP eligibility for Medi-Cal covered services, and shall provide County and/or County-designated third-party billing contractor with all documentation that may be required to facilitate claiming of or reimbursement for the cost of Medi-Cal covered services by County.
  - d. CONTRACTOR shall notify County of any incarcerate person who may have a hospital stay longer than 24 hours. County will begin the process of obtaining Medi-Cal or any other third-party coverage and reimbursement. CONTRACTOR will provide all necessary information in the medical file as may be needed to secure coverage and reimbursement.
  - e. County agrees to use its best reasonable effort to facilitate Medi-Cal payment for items and services that are covered by Medi-Cal, and shall provide to or obtain from CONTRACTOR and providers that furnish such services (or their designated agents) all documentation required to facilitate Medi-Cal payment for such services. To the extent payment is not received pursuant to MCIP for an eligible incarcerated person for any reason whatsoever, including the failure to determine that the incarcerated person was eligible prior to the provision of service, County shall not be responsible for the difference in the cost of services.
  - f. Notwithstanding anything to the contrary contained herein, County expressly releases CONTRACTOR from any financial liability for health care items and services provided to an incarcerated person where such items are covered by Medi-Cal and provided to an incarcerated person who is determined eligible for and is enrolled in Medi-Cal as of the time such items or services are provided. To the extent MCIP is discontinued or materially altered during the term of this Contract, CONTRACTOR and County agree to meet and confer in good faith to modify the compensation due under this Contract to account for the change or discontinuation of MCIP.

#### **SECTION XXIV.**

#### **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 incarcerated persons, 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 XXV.**

**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 incarcerated persons, 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.