

## 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 October 1, 2017. 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 medical record 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 1<sup>st</sup> 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)
  - (1) Develop plan to obtain NCCHC Accreditation – 6 months
  - (2) Begin operating within NCCHC Standards – 1 year
  - (3) Begin Application Process for NCCHC Accreditation – 18 months
  - (4) 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 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 care and outpatient surgeries. Contractor shall be responsible for arranging for, and County shall be responsible for paying for inpatient care and outpatient surgeries, including specialty care associated with surgeries. 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:

- 1) *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.
- 2) *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.
- 3) *General Healthcare.* Contractor shall provide basic healthcare services to inmates including preventative care.
- 4) *Sick Call.*
  - (a) 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.
- (5) 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.
- (6) *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.
- (7) *Leadership.* Contractor's administrative leadership services shall have cost accountability and, if requested, justify medical care and responsiveness.
- (8) *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.



- (a) *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.
- (9) *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:
  - (a) Coordinated meetings and working in collaboration to provide pre-screening and crisis intervention.
  - (b) 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).
  - (c) 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.
  - (d) 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).
  - (e) Contractor shall work cooperatively with outside agencies as needed.
- (2) *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").
  - (a) 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, 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).
    - V. Dental hygiene services and exam for inmates in custody for a year or more.

- (b) 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.
  - (c) For elective work that can be deferred Contractor will provide appropriate referral information upon the inmate's release.
- (3) *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:
  - (1) Following Pregnant Female Protocols established by statutes, regulations, County Policies, and Procedures.
  - (2) Referrals and coordination with community based methadone treatment program experienced in the special needs of pregnant/postpartum clients.
  - (3) Prenatal education and counseling; provided onsite or offsite at Laurel Family Practice at Natividad Medical Center; and
  - (4) 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.
- (4) *Family Planning Services.* Contractor shall provide family planning services pursuant to Penal Code Sections 3409, 3440, 4023.5 and other applicable laws.
- (5) *Prosthesis/Glasses.* Contractor shall provide and make payment for medically required dental prosthesis and eye glasses.
- (6) *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.
- (7) *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.

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

(9) 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.

(a) **Acute Care Needs.** 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.

(b) **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.

(10) **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.

9. **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.

10. **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.

i) **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.
- (c) 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.
- (d) 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.

(e) Radiology Services.

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

(f) Electrocardiogram (ECG) Services.

- (i) Contractor will provide ECG services on site and is responsible for all equipment and supplies required for these services.
  - (ii) A cardiologist shall provide an over read of performed studies.
- (g) 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.

(2) *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.

(3) *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 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.

(4) *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.



(5) *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.

ii)

**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 as outlined in Exhibit F. 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.

iii) **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.

iv) **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 G. **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.

**(7) 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 thirty (30) days written notice.

v) **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 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 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 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 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 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.

vi) **TRAINING AND EDUCATION:** Contractor shall provide on-going staff training programs consistent with legal and accreditation standards, including but not limited to:

- a. Development and implementation of training program for review of medical protocol and issues for pregnant inmates.
- b. 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.
- c. 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.
- d. Consistent with MCSO policies and agreements, and/or at the request of MCSO.
- e. 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.

vii) **PHARMACEUTICALS:**

- a. 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.

viii) **TRANSPORTATION AND SECURITY:**

- a. 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.
- b. 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.

ix) **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

**x) QUALITY ASSURANCE / OVERSIGHT / REPORTING:**

- a. 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.
- b. 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.
- c. Contractor shall participate, as requested, on County committees related to inmate medical care, including providing service information and statistics.
- d. Contractor shall assign a qualified professional to attend and participate in all meetings.
- e. 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.
- f. 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.

**xi) OVERSIGHT AND COMMITTEE PARTICIPATION:**

- (1) 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.

- (2) The Program Manager, or a designee approved by the MCSO Medical Liaison Commander, shall attend and participate meetings as requested by County
- (3) 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.

**xii) 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.

- xiii) 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).

- xiv) **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.
- xv) **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:
- a. Timely provision of data;
  - b. Medical records;
  - c. Investigation of claims;
  - d. Preparation of declarations or affidavits;
  - e. Other information as counsel deems necessary to prepare the defense or prosecution including the participation at any trial or hearing; and
  - f. Contractor must comply with all past, current, future settlements, and litigation concerning the delivery of inmate health care services.
- xvi) **TRANSFERS, RELEASES AND CONTINUITY OF CARE:**
- a. *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.
  - b. *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.
  - c. *Tuberculosis.* Procedures for transfer of inmates with suspected or known active tuberculosis shall be established by Contractor in compliance with statutory and regulatory requirements.
  - d. *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.
- xvii) **CONTRACT ADMINISTRATOR:**
- a. 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.
  - b. Contractor shall work with the designated liaisons whose responsibilities include, but are not be limited to:
    - (1) Contract compliance
    - (2) Fiscal Considerations

- (3) Liaison with provider and respective County agencies, and
- (4) Protocol development assistance

xviii) **MEDICAL RECORDS:**

- (1) *Maintenance*: Individual inmate health records shall be fully and properly maintained, including but not limited to:
  - (1) Pre-screen history
  - (2) Medical evaluation report
  - (3) Complaints of injury or illness and action taken
  - (4) Physician orders
  - (5) Progress notes
  - (6) Names of all personnel treating, prescribing, and/or issuing education
  - (7) Medications administered
  - (8) All laboratory, x-ray, and other documentation of treatment provided, and
  - (9) 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) *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 requires the contractor to utilize an EMR that is fully integrated with the EMR used by Natividad Medical Center and the local clinics (currently Epic)

(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 within 30 days of the start of provision of medical Services.

xix) **REPORTS: 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 inmates, but can be analyzed by inmate's age, sex, diagnosis and length of jail stay.

a. *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.

b. *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:

- (1) Inmate requests for various services
- (2) Inmates seen at sick call
- (3) Inmates seen by physician



- (4) Inmates seen by dentist
  - (5) Inmates seen by psychiatrist
  - (6) Inmates seen by psychologist
  - (7) Inmates seen by OB/GYN
  - (8) Inmates seen by case manager
  - (9) Out Patient Housing Unit admission, patient days, average length of stay
  - (10) Mental Health referrals
  - (11) Off-site hospital admissions
  - (12) Medical specialty consultation referrals
  - (13) Intake medical screening
  - (14) History and physical assessments
  - (15) Psychiatric evaluations
  - (16) Specialty clinics attendance and screenings in house
  - (17) Diagnostic studies
  - (18) Report of third party reimbursement, pursuit of recovery
  - (19) Percentage of inmate population dispensed medication
  - (20) Inmates testing positive for venereal disease
  - (21) Inmates testing positive for AIDS or AIDS antibodies
  - (22) Inmates testing positive for TB
  - (23) Inmate mortality
  - (24) Number of hours worked by entire medical staff, specifying each post or shift
  - (25) Other data deemed appropriate by the Captain or Medical Liaison Commander.
- c. *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.
- d. *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.
- e. *Schedules.* Reporting and Scheduled Reviews shall adhere to the following:
- (1) All reports should be provided to the Medical Liaison Commander, with copies to other individual as identified by the Captain.
  - (2) Monthly reports shall be submitted on the fifth calendar day of each month.
- f. *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.
- k. *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.

xx) **PRICING.** Pricing shall be as set forth in Exhibit B.

xxi) **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.

xxii) **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

xxiii) **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.