AMENDMENT NO. 3 TO CONTRACT WITH
California Forensic Medical Group, Inc.

THIS AMENDMENT is executed this 23rd day of September, 2025 by and between California Forensic Medical Group, Inc. ("CFMG") and COUNTY OF NEVADA. Said Amendment will amend the prior agreement between the parties entitled Medical, Mental Health and Dental Services to the Adult Correctional Facility in Nevada County executed on the 15th day of December, 2020 by Resolution No. 20-508 and as amended by Resolution 23-187, and as amended by Resolution 24-424

WHEREAS, California Forensic Medical Group is providing medical, mental health and dental services to the Wayne Brown Correctional Facility in Nevada County; and

WHEREAS, the parties desire to amend their agreement to renew the contract for Fiscal Years 2025/26 and 2026/27, and include various adjustments in Exhibits A-C of the original agreement; and

WHEREAS, the agreed-upon compensation for two-year period is set at a maximum amount of $9,633,777.78 with the Fiscal Year 2025/26 amount set at $4,722,440.09 and the Fiscal Year 2026/27 estimated at $4,911,337.69 and thereby increasing the total not to exceed contract amount to $28,051,913.53; and

NOW, THEREFORE, the parties hereto agree as follows:

1. This amendment shall be effective on the 1st day of July 2025.

2. That the Schedule of Services, Exhibit "A" shall be amended by replacing it with the attached Exhibit "A".

3. That the Schedule of Charges and Payments, Exhibit "B" shall be amended by replacing it with the attached Exhibit "B".

4. That the Indemnification and Insurance Requirements, Exhibit "C" shall be amended by replacing it with the attached Exhibit "C".

5. That in all other respects the prior agreement of the parties shall remain in full force and effect except as amended herein.

APPROVED AS TO FORM:
COUNTY COUNSEL

By:_____
Katharine Elliott
County Counsel

COUNTY OF NEVADA

By:_____
Honorable Heidi Hall
Chair of the Board of Supervisors

ATTEST:

By:_____
Clerk of the Board of Supervisors

CONTRACTOR:

By:_____
Dr. Grady "Judd" Bazzel, MD
President

EXHIBIT A
SCHEDULE OF SERVICES

1. Responsibility for Health Care Services

Contractor shall be the designated health authority responsible for health care services in the Nevada County Wayne Brown Correctional Facility ("WBCF") based on this written contract approved by action of the Nevada County Board of Supervisors and the Nevada County Sheriff's Office. Final medical judgments rest with the Medical Director of Contractor, or designee. Supervision and reporting roles and responsibilities for administrative and clinical aspects of the health services program shall be carried out in accordance with an organizational chart developed for the Nevada County Correctional Facilities. All health care services shall comply with Title 15 of the California Code of Regulations, shall, subject to the provisions of the Contract as it may be amended from time to time, meet or exceed the National Commission on Correctional Health Care (NCCHC) Certification Standards, the American Correctional Association (ACA) Standards, the California Medical Association (CMA) standards and the National Culturally and Linguistically Appropriate Services (CLAS) Standards for the WBCF.

2. County Responsibility

County shall provide the medical space within the WBCF. County shall provide up to six (6) PC connections at County Cost. PC connections are charged annually. Contractor may have additional connections at Contractor's expense (charges if any are to be at County's cost). County shall provide network user accounts for assigned full time staff members needing County network access. Additional Contractor employee user accounts, if approved, shall be at Contractor's expense. County shall provide keycards to assigned staff.

Jail access key cards shall be issued to assigned employees upon completion of the jail's security check. If an access key card is misplaced, lost or stolen the Contractor's employee is required to notify the County immediately so the card may be deactivated and replaced as necessary. Contractor shall be responsible for replacement costs.

3. Medical Autonomy

Matters of medical, psychiatric, and dental judgments are the sole province of the responsible physician and dentist respectively; however, security regulations applicable to facility personnel also apply to health services personnel.

Medical decisions shall be the responsibility of Contractor's medical providers. Housing issues which affect both custody and medical shall be discussed between the facility commander or their designee and the medical program manager.

4. Misconduct, Policies, Conflict of Interest and Access

Contractor acknowledges its affirmative duty to report known or suspected employee misconduct. Contractor shall report any problematic practices or behavior to the County within one business day, with documentation of investigation within one week or more quickly if requested. Problematic practices or behavior might include misconduct or breaches of facility policies and procedures, fraternization with incarcerated persons, patient care errors, leaving posts uncovered without appropriate relief, unprofessional conduct as deemed by Contractor and/or the County, and any criminal activity. Contractor shall immediately notify County if they do not have staff to fill the positions listed in this contract.

Contractor and its employees shall sign an acknowledgement to abide by jail and detention center policies. Contractor shall not violate the County's conflict of interest policy in the hiring of employees. Contractor understands that the County reserves the exclusive right to grant, deny, or revoke access to the WBCF. The County reserves the right to terminate any Contractor's employee county network user account, and/or jail access key card for any reason. Any Contractor employee in violation of the facility's security regulations may

be denied access to the facility, in which case, Contractor shall provide alternate personnel to supply the contracted services, subject to the approval of County.

5. Accreditation

Contractor shall work with County to maintain NCCHC accreditation for the WBCF. Progress toward maintaining accreditation shall be reported and discussed as a standard agenda item at QI Committee meetings. Contractor staff shall attend all required accreditation meetings and any meetings necessary for maintaining accreditation status. Contractor shall assist facility staff in preparing for annual maintenance reports to confirm continuing compliance with NCCHC standards. Contractor shall also assist with periodic internal compliance audits and shall maintain future ongoing accreditation.

5.1 Adherence to Standards

As applicable, Contractor shall adhere to and stay current regarding:

- **a.** Title 15 and Title 24 of the California Code of Regulations Minimum Standards for Local Detention Facilities.
- **b.** Participate in annual Title 15 required health and care inspection.
- **c.** Prison Rape Elimination Act (PREA).
- **d.** California Welfare and Institutions Code 5150 and 5600.4.
- **e.** California Penal Code Section 4011.6.
- **f.** Substance Abuse and Mental Health Service Administration (SAMHSA) level of care requirements.
- **g.** California Education Code as applicable.
- **h.** CalAIM Justice Involved (JI) Initiative (CalAIM)
- **i.** Other State of California, Federal, applicable laws, regulations, codes, and guidelines regarding medical and mental health care services, licensing, and requirements pertaining to detention facilities.

5.2 Title 15 Inspections

Contractor shall cooperate and assist in the annual healthcare inspections at the WBCF in accordance with the requirements set forth in Title 15 of the CCR. Contractor shall ensure compliance with audit requirements, including but not limited to:

- **a.** Documentation and scheduling of inspection frequency, and the individual responsible for performing the inspections
- **b.** Methods for identifying, preventing, and correcting deficiencies
- **c.** Provide written redacted and/ or anonymized version of minutes and written statistical analysis presented at regular quality assurance (QA) meetings (as allowable within the limits of our legally binding Patient Safety Organization [PSO] Agreement), including but not limited to the PowerPoint Presentation, identification of system weaknesses/deficiencies corrective action taken, and ongoing documentation of improvements made
- **d.** Review/study of activities/functions/program components of healthcare services on a schedule and unscheduled basis

6. Policies and Procedures

6.1 Policies and Procedures Manual

Contractor shall provide an annual written healthcare plan with clear objectives and site-specific policies and procedures for the WBCF.

Contractor shall develop and maintain site-specific policies, procedures, and protocols for healthcare staff at the WBCF in accordance with NCCHC, CalAIM, and Title 15 standards, as well as policies and procedures of the County. The policies and procedures shall be reviewed and revised as Contractor and/or facility policies are modified, no less than once per year. The facility administrators shall be provided the policies and procedures manual and shall be notified of any changes. Contractor should be responsible for holding onto its archived policies for at least 5 years in the event they are needed for litigation.

Contractor shall provide County with written job descriptions and protocols for all assignments at the WBCF. New employees shall receive a copy of their job description, which is subsequently used for performance evaluations. All positions in Contractor's staffing plan shall work within their scope of practice, directed by job descriptions that include qualifications and specific duties and responsibilities, including Physician Guidelines and Nursing Protocols.

All manuals, trainings, policies, procedures, protocols, job descriptions, guidelines, and other documents created by or owned by Contractor are and shall remain the sole property of Contractor so that Contractor may remove all such materials from the facilities upon termination of this Agreement. Contractor shall provide access and review of the policies and procedures that were in place during the term of the Contract as necessary for NCCHC audits, even after termination of the Agreement.

Contractor shall defend, indemnify, and hold the County, its officers, employees and representatives harmless from any costs, expenses, liability, or damages they may reasonably incur from Contractor claiming its manuals, trainings, policies, procedures, protocols, job descriptions or guidelines as exempt under the California Public Records Act.

6.2 Physician Guidelines and Nursing Protocols

Contractor shall develop physician guidelines and nursing protocols and train applicable staff on their use.

6.3 Physician Guidelines

Contractor's practitioners shall use evidence-based practices to make clinical decisions regarding incarcerated persons treatment. Contractor shall develop Clinical Monographs that represent best practices Contractor's practitioners shall use when treating both episodic and chronic medical needs.

Contractor practitioners also receive training from the Contractor Clinical Department on clinical decision making in the correctional environment.

6.4 Nursing Protocols

Contractor nurses conduct sick call using Nursing Documentation Pathways (NDPs), which represents the standard of care to be provided to incarcerated persons in a variety of situations. The NDPs were developed by Contractor's physicians to assist nurses with treatment recommendations and to ensure consistency of care.

The NDPs provide a consistent structure for incarcerated person's care, justification for actions, and a set of interventions specific to the incarcerated person's presenting condition. Their purpose is to provide facts and information regarding specific health conditions or complaints and, thereby, facilitate the nurse's ability to draw logical conclusions from observations, then provide appropriate intervention and follow- up for a particular health condition.

In its simplest form, a Nursing Documentation Pathway is a decision-tree process for nurses to follow, which also improves ease of training and maximizes practitioners' time. All Contractor nursing staff are trained in the use of the NDPs. Topics include but not limited to the following:

- Abdominal Pain
- Allergic Reaction – Emergent
- Altered Mental Status
- Behavioral Health Complaint
- Chest Pain
- Cold/Allergy Symptoms
- Conditions Not Requiring Medical Treatment
- Dental Complaints/Pain
- Ear Complaints
- Eye Complaints
- Female-specific Complaints
- Fever
- Gastrointestinal Complaints
- Headache
- Heat-related Illness
- Hyperglycemia
- Hypertension
- Hypoglycemia
- Male-specific Complaints
- Musculoskeletal Complaints
- Neurological Impairment
- Nosebleeds
- Pregnancy, 20 Weeks or More
- Pregnancy Less Than 20 Weeks
- Respiratory Complaints
- Self-injurious Behavior
- Skin Problems
- Trauma
- Urinary Complaints
- Use of Force
- Withdrawal, Alcohol and Benzodiazepine
- Withdrawal, Opiate
- Wounds

The Contractor shall have Nursing Documentation Pathways manuals for the WBCF. The manuals shall be reviewed annually by the site Medical Director and shall be updated as required by the Contractor Nursing Department. As part of the annual review process the Health Services Administrator ("HSA") shall instruct all nursing staff on revised NDPs as applicable.

6.5 Ongoing Custody Policy Review

Contractor shall be responsible, at the request of Custody Administration, for assisting Custody Administration with ongoing custody policy review.

6.6 Availability for Review

Contractor shall ensure that policies and procedures are available for review by healthcare staff and designated County personnel at all hours.

6.7 Vendor's Property

All manuals, trainings, policies, procedures, protocols, job descriptions, guidelines, and other documents created by or owned by Contractor are and shall remain the sole property of Contractor so that Contractor may remove all such materials from the facilities upon termination of this Agreement. Contractor shall provide access and review of the policies and procedures that were in place during the term of the Contract as necessary for a minimum of seven (7) years, even after termination of the Agreement.

Contractor shall defend, indemnify, and hold the County, its officers, employees and representatives

harmless from any costs, expenses, liability, or damages they may reasonably incur from Contractor claiming its manuals, trainings, policies, procedures, protocols, job descriptions or guidelines as exempt under the California Public Records Act.

7. Coordination

7.1 Monthly Meetings

Contractor shall facilitate monthly meetings with the WBCF to evaluate statistics, program needs, problems, and inter-relationships between custody and health services personnel. Contractor shall maintain a collaborative and open relationship with the WBCF managers in the provision of services and operations, day-to-day activities, future planning, and evaluation of services for the WBCF.

7.2 Weekly Meetings

The Contractor's HSA or their designee shall meet weekly with Jail Administrative staff to address any issues that may arise. The HSA or their Designee shall monitor the implementation and effectiveness of procedures and programs and shall work with Jail Administrative staff to address and resolve any issues in the performance of services. Designee is the single point of accountability in all matters relating to healthcare services at the WBCF, with the authority and responsibility to resolve all problems and ensure the continued satisfaction of the County.

7.3 Disaster Plans

Contractor shall establish written, site-specific disaster plans for the WBCF that defines the roles of the healthcare staff and the supplies needed on hand in case of a natural or man-made disaster. The Contractor Emergency Preparedness Plan shall ensure proper staff recall and allocation, incarcerated person movement to designated safe areas, and presence of emergency equipment and supplies.

Contractor's disaster plan for the WBCF shall comply with NCCHC and Title 15 standards and is subject to the continued review and approval of the facility administrators.

7.4 Medicaid/ Medi-Cal Eligibility and CalAIM Requirements

Contractor is aware of the impact that Medi-Cal expansion under the Affordable Care Act has had in the State of California, particularly in the area of inpatient services. Contractor understands the implications of this opportunity for cost savings and shall maximize Medi-Cal enrollment assistance. Contractor shall assist in coordinating with the embedded CalAIM Correctional Counselor(s) and the Health and Human Services Agency (HHSA) to identify incarcerated persons requiring Medi-Cal eligibility determination and support their efforts to complete enrollment paperwork for eligible incarcerated persons.

7.4.1 Application

Contractor shall work with the County's Health and Human Services Agency to facilitate the Medi-Cal applications and/or activation Medi-Cal benefits of incarcerated persons upon hospitalization off site. In the event that the County does not participate in the Medi-Cal County Incarcerated person Program ("MCIP") in future years, inpatient incarcerated person costs would be renegotiated with the County, as the County's non-participation may constitute a substantive change to Contractor's inpatient cost responsibility.

As part of State of California ACA initiatives, the State passed AB 1628 legislation, which gives county jails the authority to sign Medi-Cal applications on behalf of incarcerated persons.

Contractor staff shall assist the embedded CalAIM Correctional Counselor and the Health and Human Services Agency with this process when needed, including supplying any healthcare records. If Contractor does not have a signed authorized representative document, Contractor shall assist in following 22 CCR 50163 guidelines, which require one staff member to sign the Statement of Facts and another to confirm the incarcerated person's inability to act.

7.4.2 In-House Billing Services

Contractor is aware that under the 1115 Demonstration Waiver, DHCS has authority to reimburse a defined set of Medi-Cal services provided to justice-involved individuals during a 90-day period of incarceration. This 90-day period shall be determined by the County.

Contractor shall ensure the electronic health record system (EHR) is fully configured to support ICD-10 coding. Contractor shall provide the appropriate level of access to the EHR to the County and its contracted 3rd party biller solely for the purpose of extracting necessary information to support Medi-Cal billing for reimbursable services. An integration between the EHR and the County's 3rd party biller will be utilized to streamline this data extraction process.

Contractor shall coordinate with the County and their contracted 3rd party biller to ensure that all reimbursable services provided under CalAIM are properly documented and submitted for billing in accordance with DHCS policy. Contractor shall make reasonable efforts to submit complete and accurate documentation to the County and billing partner as soon as possible to support timely claim submission and maximize reimbursement.

Contractor is aware that Medi-Cal services must be billed within six (6) months of the incarcerated individual's services provided for the County to receive a full reimbursement. If a claim is denied by DHCS, Contractor shall, no later than sixty (60) days from the date of denial notice by DHCS, ensure that appropriate justification (and supporting documentation) are submitted to the 3rd party biller for any billing that is under appeal by the County.

Contractor shall participate in any required training provided by the County or its 3rd party biller to support accurate and effective billing practices. Contractor shall undergo proper training from the County's contracted 3rd party biller to ensure that maximum reimbursement is achieved. Contractor shall not be held financially responsible for reimbursement of losses due to delays or denials beyond its control.

7.4.3 Out-Patient Services

When an incarcerated person leaves a correctional facility for more than 24 hours to receive medical treatment (e.g., during inpatient hospitalizations), the MCIP considers the individual to be eligible to enroll in and, if approved, to receive benefits from the MCIP. Such incarcerated person inpatient care must satisfy the same eligibility requirements as a free-world patient. Contractor shall help to identify these incarcerated persons, assist the embedded CalAIM Correctional Counselor and the Human Services Agency in enrolling them accordingly, and defer the expense of inpatient hospitalizations to the MCIP when possible.

Contractor shall provide Medi-Cal with documented inpatient workflows to ensure payment for inpatient stays. The workflows help to establish relationships between the WBCF, Contractor employees, hospitals, and County Medi-Cal eligibility staff, while improving everyone's

awareness of their roles and responsibility in the business process for obtaining payment of incarcerated person inpatient stays.

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

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 health care items and services provided to an incarcerated person are not covered by Medi-Cal, or in the event the MCIP program funds are no longer available to County for any reason, Contractor is financially responsible for payment in accordance with and subject to the limitations outlined in Exhibit B of Contract.

Because of County's participation in MCIP, County and Contractor acknowledge there is a net reduction in Contractor's liability for medical treatment costs for individual incarcerated person inpatient episodes. Accordingly, County and Contractor agree Contractor shall reimburse Annual MCIP Administrative Services share paid to DHCS and pay the Quarterly non-federal share that shall be invoiced from DHCS along with the paid claim analysis. Contractor shall also reimburse County 85% of the reduced liability (i.e., savings) that Contractor shall realize for each individual inpatient episode which shall be paid by Contractor to County; Contractor shall be allowed to retain the remaining 15% of the savings realized.

Contractor agrees to provide County accounting of inpatient costs not covered by MCIP but paid by Contractor to the Jail Commander by October 1st of every calendar year for the prior fiscal year.

7.5 Reports for Public Health

Contractor shall immediately report all highly infectious communicable diseases to the Nevada County Public Health Department, in accordance with local regulations. Contractor shall work with Public Health concerning communicable disease screening, continuing medical surveillance, case management, reporting, and incarcerated person referrals in the community.

Contractor on-site healthcare team shall closely monitor and promptly transmit to the County or Public Health, and necessary outside hospitals and healthcare delivery facilities, information regarding the presence or incidence of communicable diseases in an incarcerated person that was recently treated or shall be treated at their location.

Contractor's designated Infection Control Coordinator is responsible, in conjunction with the HSA, for managing, reporting, and recording these cases and implementing appropriate educational programs to prevent future occurrences of these incidents.

Contractor shall assist Public Health in their goals of promoting good health and well-being while

preventing the spread of disease by maintaining an effective disease control program at the WBCF, educating incarcerated persons, identifying and treating incarcerated persons infected with or exposed to contagious diseases, and maintaining a collaborative relationship with Public Health. Contractor staff shall work closely with Public Health on any significant emerging public health events impacting the community.

Contractor shall comply with all local and state orders, regulations, and guidelines including those issued by state and local Public Health Officials and the Governor of the State of California.

7.6 Policy and Procedure Manual

Contractor shall develop site-specific policies, procedures, and protocols for healthcare staff at the WBCF in accordance with NCCHC, Title 15 standards, and CalAIM Justice Involved Initiative, as well as policies and procedures of the County. The manual shall be signed by Contractor's Medical Director and Health Services Administrator ("HSA"), and the County Health Officer. The policies and procedures shall be reviewed and revised as Contractor and/or facility policies are modified, no less than once per year. The facility administrators shall approve the policies and procedures manual and shall be notified of any changes.

As required by CalAIM JI Policies and Procedures, Contractor shall provide the County with its Policies and Procedure that specify how Contractor will interact with County's 3rd Party Biller.

7.7 Ongoing Custody Policy Review

Contractor shall assist the County with ongoing custody policy review as requested.

7.8 Medically Ordered Diets

Contractor staff shall work closely with the facility's Food Services Supervisor to ensure the provision of appropriate medically ordered diets, communicating special dietary needs and sharing suggestions for recommended diets. Contractor shall review incarcerated persons with special dietary needs every 90 days and notify the incarcerated person and the Food Services Supervisor if Contractor determines that a special diet is no longer required.

The special needs screening performed at intake shall include verification of medically necessary special diets. Contractor staff can also make recommendations regarding special dietary needs based on the incarcerated person's medical history and physical evaluation. Contractor shall only prescribe therapeutic diets, not preferential diets, and shall ensure that any documented food allergies are medically indicated.

Incarcerated persons can refuse this aspect of care, consistent with their options for participation in care within the community. If an incarcerated person refuses a special diet, Contractor staff shall document the refusal in the incarcerated person's healthcare record and notify the Food Services Supervisor if Contractor determines that a special diet is no longer required.

7.9 County Health Officer

Contractor shall work with the County Health Officer in the investigation of health and sanitary conditions in the WBCF.

Contractor shall conduct monthly safety and environmental inspections of healthcare areas. Contractor shall make appropriate recommendations for corrections on discrepancies or citations noted. Monthly environmental inspections shall be conducted as part of the Continuous Quality Improvement (CQI) program, which includes environmental risk management. The Quality Improvement (QI) Committee for the WBCF shall track any deficiencies identified during these inspections through their resolution.

The HSA shall be responsible for ensuring that regularly scheduled environmental inspections are completed on at least a monthly basis, with written reports submitted to the facility administrators and the County Health Officer. Environmental inspections shall be conducted in areas where health services are provided to verify that:

a. Equipment is inspected and maintained.
b. The unit is clean and sanitary.
c. Measures are taken to ensure the unit is occupationally and environmentally safe.

On a weekly basis, the HSA shall conduct a walk-through in the Medical Unit and exam rooms to ensure the cleanliness and safety of areas where health services are provided, as well as appropriate:

a. Laundry and housekeeping practices
b. Pest control measures
c. Risk exposure containment measures
d. Equipment inspection and maintenance
e. Occupational and environmental safety measures

The HSA shall keep written reports of the results of these inspections on file. Identified problems shall be addressed in administrative meetings and QI Committee meetings when appropriate. Immediate corrective action shall be taken when an unsafe or unsanitary condition is noted.

7.10 Data Sharing and Reporting with Behavioral Health

With approval of WBCF administration, Contractor shall coordinate data sharing and reporting with Behavioral Health for mental health, substance abuse, and other information, in accordance with applicable federal, state, and local laws and regulations including but not limited to the Health Insurance Portability and Accountability Act (HIPPA), the Health Information Technology for Clinical and Health Act (HITEHC), and the Confidentiality of Medical Information Act (CMIA), identified by Behavioral Health in a format acceptable to Behavioral Health and the County.

8. Services for County Staff

8.1 Training Provided to County Staff

- Contractor shall provide training for County staff as required by BSCC. Training shall take place once yearly for the minimum specified according to Standard Training for Corrections (STC) requirements for all custody staff. If changes to the STC requirements affect the Contractor's responsibilities under this Section 8.1, Contractor and County will negotiate changes to the scope of work and staffing requirements. Contractor shall work with the County to schedule trainings and mutually convenient times and locations. The training for custody staff shall minimally address:
    a. Signs and symptoms of mental illness

b. Suicide warning signs and suicide prevention
c. Techniques for de-escalation of mental health crises
d. Understanding and working with a seriously mentally ill person
e. Gross identification of injury and illness
f. Medication reaction and psychopharmacology
g. Withdrawal symptoms and care
h. Safe medication delivery and documentation techniques
i. Intake health screening

The NCCHC has additional training requirements on health-related topics for custody staff. With Nevada County obtaining NCCHC accreditation, Contractor shall work with the administration to implement additional training as needed to comply with NCCHC standards.

8.2 Testing and Immunizations for County Staff

Contractor shall provide County staff with identification and/or testing and immunizations for hepatitis B and tuberculosis. Contractor shall provide labor, materials, and documentation of results. The County is responsible for maintaining administrative record keeping and coordinating scheduling in conjunction with Contractor.

8.3 Staffing Plan for WBCF

Staffing plans shall meet or exceed NCCHC accreditation standards. See Exhibit B.

8.3.1 Maintaining Appropriate Coverage

In the event that any Contractor personnel assigned to perform services under the contract become unavailable due to resignation, sickness, or other factors outside of our control, Contractor shall be responsible for the timely provision of adequately qualified replacements.

8.3.2 Increased Population

If necessary, Contractor shall work collaboratively with the County to allocate increased screening staff during unusually busy times for a temporary staffing adjustment.

Annual pricing is calculated upon an average daily population (ADP) of 170-250 incarcerated persons at the WBCF. Should the average daily population exceed this value, then a per diem adjustment may be charged.

8.3.3 Staffing Reimbursements

Contractor shall reimburse the County at an hourly rate (salary plus fringe) for any positions or shifts left unfilled (unless authorized by the County). The County is not responsible for any planned or unplanned leaves of absence by the Contractor's staff.

	Proposed Reimbursement Rate
H.S.A./Program Manager	$94.13
MA/Clerk	$31.50
Medical Director	$230.90
Mid-level Provider	$95.28
RN	$91.53

LVN	$65.38
Dentist	$158.29
Dental Assistant	$31.38
MHP	$94.79
Psychiatrist	$290.20
SUD Counselor	$61.92

Contractor shall provide a monthly reconciliation of staff assignments comparing budgeted, assigned, and staffed. Contractor shall track and report all staff hours worked, as well as hours not provided. Should Contractor fail to provide accurate reports to the County for at least 2 consecutive months and is shown to be at the fault of Contractor and leads to significant financial discrepancies no less than $1,000, Contractor shall be responsible for reimbursement (salary) to the County for all County staff hours taken to correct Contractor's reports until compliance is shown for 2 consecutive months.

Contractor shall be responsible for reimbursement to County if any additional staff time (Correctional Officer) is pre-authorized and planned between County and Contractor which requires a Correctional Officer to work more than the normal shift to ensure Contractor is completing any necessary 14-Day Health Appraisals and/or any required assessments. Contractor shall be responsible for reimbursement at the overtime rate of a Correctional Officer II unless the overtime or medical backlog is due to circumstances outside the control of the Contractor and shall be agreed upon by both parties. County approval shall be determined by Jail Command Staff. Contractor approval shall be determined by the Regional Director of Operations or above.

County shall be responsible for the cost of conducting background checks on ten (10) Wellpath employees per County fiscal year. Contractor shall be responsible for reimbursement of any additional staff background checks conducted in the fiscal year.

8.3.4 Qualifications

a. Licenses: Medical services at the WBCF shall be provided by persons who are fully qualified and appropriately licensed, certified, or registered in the State of California. Contractor shall ensure that all employees and contractors are properly licensed or certified for their positions. Contractor shall also maintain proof of malpractice insurance for all applicable employees. Contractor shall provide quarterly reports for Advanced Practice Provider (APP),Mental Health Professionals (MHP), and above, which will include National Provider Identifier (NPI) numbers according to CalAIM requirements.

b. Contractor shall ensure that all employees shall complete any annual training necessary to maintain their licenses and/or certifications. All healthcare personnel shall maintain Basic Life Support (BLS) for Healthcare Providers certification and attend appropriate workshops to maintain their licensure.

c. Identification and Security: All Contractor staff shall wear identification badges issued by the County. The Contractor understands that the County reserves the right to deny and/or rescind facility access privileges to any Contractor employees who do not meet established security clearance criteria or who do not comply with

established facility policy, rules, and/or regulations. Individual's security clearance timeline may vary. The County reserves the right to terminate facility access to any Contractor employee for any reason.

d. **County Orientation:** Contractor employees must attend orientation and training classes conducted by the County, which have been deemed necessary for increasing awareness of safety, security, and operational issues in the facilities, paid at Contractor's expense.

e. **Time and Attendance Accountability:** Contractor is responsible for time and attendance accountability of its employees. Contractor shall provide reports to the County sufficient to document hours worked and to easily determine if any credits for unfilled shifts are due to County.

f. **Staff Development Program:** Contractor shall provide appropriate orientation and training for all healthcare personnel.

9. Minimum Care and Treatment

9.1. Sick Call

Contractor shall provide for sick call performed by a licensed healthcare professional to include physician, physician assistant, advanced practice provider, registered nurse, or licensed vocational nurse five days per week, and for handling urgent medical complaints/problems on weekends. A physician or mid-level provider is available on call 24/7 for emergencies.

The Contractor sick call process shall ensure that patients have access to medically necessary healthcare services and shall use a combination of nurses and clinicians for sick call services as defined within their scope of practice. Contractor shall allocate sufficient healthcare staff for the sick call process to allow patients to be seen in a timely manner in accordance with NCCHC, CalAIM, and Title 15 standards.

During the intake screening, Contractor's staff shall advise arrestees of their right to access care and the process for requesting healthcare services. Information regarding access to healthcare shall be communicated to incarcerated persons both verbally and in writing in a language they understand.
Provisions shall be made to ensure that non-English speaking individuals understand how to obtain healthcare.

Incarcerated persons shall have immediate access to sick call request forms that meet all standards and guidelines. Custody staff can also make referrals if they have concerns for the health status of an incarcerated person. All medical complaints shall be recorded, along with a recommended intervention and referral to appropriate healthcare staff.

Incarcerated persons shall have unimpeded access to both emergency and routine care, regardless of their location, custody level, or status, at all times. If an incarcerated person is unable to attend a sick call session due to custody status (e.g., restricted housing) or as a result of physical condition, Contractor shall arrange to conduct sick call services at the incarcerated person's cell unless it fails to allow for confidentiality or appropriateness for treatment measures.

Healthcare services shall be provided in a manner that complies with state and federal privacy mandates. The Contractor understands the importance of decentralized services in order to minimize incarcerated person movement, Contractor shall conduct sick call services and nursing encounters in the housing units to the fullest extent possible.

9.1.1 Nurse Triage and Follow-up

In accordance with NCCHC standard J-E-07, qualified nursing personnel shall conduct sick call triage at least once daily, seven days a week, including holidays. Following the collection of healthcare request forms, nursing staff shall review and prioritize sick call requests daily. Following the triage of sick call requests, incarcerated persons shall receive a face-to- face consultation within 24 hours of receipt by health staff at the next scheduled nurse sick call, which shall take place seven days per week.

Sick call requests shall be assigned a disposition of Emergent, Urgent, or Routine and shall be addressed within the appropriate timeframe. All requests that are triaged as emergent shall be seen immediately. Urgent requests shall be scheduled for the next provider sick call clinic. Should the need arise outside the scheduled sick call, incarcerated persons who require urgent medical attention shall be seen on the same day they request such services.

At the time of triage, the nurse shall initiate referrals for incarcerated persons in need of consultation with the medical provider. If multiple areas of interest (i.e., medical, dental, and/or mental health) are requested, additional referrals shall be sent to the area of request. The Contractor shall document the area of interest on the request form. Contractor shall sign the form, indicating the accurate date and time on the form.

9.1.2 Provider Clinics

Incarcerated persons referred for provider consultation shall be seen during the next scheduled provider clinic. The medical provider shall assess the incarcerated person and provide the appropriate treatment and follow-up. Contractor practitioners shall use evidence-based practices to make clinical decisions regarding incarcerated person treatment.

The CorEMR electronic medical record (EMR) system allows providers to begin sick call directly from the schedule view. CorEMR uses the standard SOAPe format to guide the examiner. Scanned documents and electronic files can be stored directly into SOAPe notes. During sick call, CorEMR displays summary information, such as the incarcerated person’s current medical problems and medication compliance.

CorEMR’s sick call module shall allow users access to all parts of SOAPe note, meaning that doctors can record actions for later note of, or complete the planning actions themselves. Actions available in the module to include: completing interview or exam forms, scheduling future appointments, ordering lab work, ordering medications, and more.

9.2. Routine In-house Health Services

Contractor shall provide all routine in-house health services, such as sick calls and infirmary care.

9.3. Emergency Medical and Mental Health Services

Contractor shall provide 24-hour emergency medical, dental, and mental health services. A Contractor staff member shall respond to all emergencies upon notification by reporting to the area of the emergency with necessary emergency equipment and supplies.

Contractor staff shall determine if an incarcerated person requires transport to a local emergency room for treatment. The incarcerated person shall be stabilized on site, then transferred to an appropriate medical facility if necessary. Contractor shall coordinate with Sierra Nevada Memorial Hospital as appropriate in emergency situations, and coordinate emergency transport and ambulance services with custody staff as needed.

On-site healthcare staff may make emergency off-site referrals based on established guidelines and their professional interpretation of an incarcerated person's need. The on-call physician is notified as soon as the situation allows. The Contractor's Medical Director shall conduct a retrospective review following an ER referral to ensure that the action was appropriate and to identify any additional staff training needed.

9.4. Diagnostic Services

Contractor shall provide medically necessary diagnostic services, including but not limited to laboratory, EKG, EEG, radiology imaging, and audiology services. Contractor shall provide the necessary equipment and service.

9.5. Female Special Needs

Contractor shall provide a comprehensive female health program, which includes prenatal and obstetrical (OB) services, including counseling, to incarcerated persons as required under Title 15, current state mandates and recommended per NCCHC guidelines, and in accordance with each facility's policies and procedures and all applicable standards of care.

Contractor understands the special healthcare needs of female incarcerated persons and shall use a program that addresses these needs in accordance with NCCHC standards. All medical staff working with the female population shall be familiar with the specialized aspects of care required. The Contractor Female Health program includes:

- **a.** Determining menstrual and gynecological problems as part of the intake screening
- **b.** Determining pregnancy status by history and/or pregnancy testing, as appropriate
- **c.** Identifying appropriate activity capabilities for pregnant and non-pregnant female incarcerated persons (medical clearance for work as appropriate)
- **d.** Screening for sexually transmitted diseases found at significant frequency in the population
- **e.** Pap smear testing in accordance with the recommendations of major medical societies, modified to reflect individual incarcerated person medical needs
- **f.** Breast cancer screening in accordance with recommendations of major medical societies, modified to reflect individual incarcerated person medical needs (anticipated duration of confinement is also considered)
- **g.** Providing health education on issues specific to the female population

h. Providing contraceptive counseling and/or medication as medically necessary

i. Access to obstetrical and gynecological specialists

9.5.1 Prenatal Care

Pregnancies among female incarcerated persons may be unplanned and high-risk, and compromised by a lack of prenatal care, poor nutrition, domestic violence, mental illness, and drug and alcohol use. Inadequate prenatal care leads to low birth weight and increased risk of neonatal death. Therefore, Contractor shall provide adequate prenatal care, effective education, and discharge planning that emphasizes the importance of continued care upon release and where to access it.

All female arrestees of childbearing age shall be offered voluntary testing for pregnancy at intake. Female incarcerated person identified as positive for pregnancy are referred for care. In the case of a positive pregnancy test, the incarcerated person shall be seen by medical staff within 48 hours (72 hours on weekends). Pregnant incarcerated persons are seen according to American Congress of Obstetricians and Gynecologists (ACOG) guidelines.

Upon determining that an incarcerated person is pregnant, Contractor staff shall ensure the incarcerated person receives family planning counseling and discussion of options with regard to the outcome of the pregnancy. Pregnant incarcerated persons shall receive appropriate counseling and assistance based on their expressed desires regarding their pregnancy, whether planning to keep their child, considering adoption, or seeking termination services. Contractor shall ensure each incarcerated person fully understands all of her options so she can make the most informed decision possible.

Pregnant incarcerated persons shall receive timely and appropriate prenatal care, specialized obstetrical services, and postpartum care when indicated. These services shall be provided by a community-based provider (typically through the first 24 weeks of an uncomplicated pregnancy and after delivery). The Contractor physician shall act as the incarcerated person's primary provider, coordinating care with an obstetrical specialist as appropriate, including the incarcerated person's current OB/GYN as applicable. Care of pregnant incarcerated persons includes but is not limited to:

a. Routine and high-risk care, including monitoring fetal growth and heart tones

b. Appropriate counseling and assistance

c. Identification and management of chemically dependent pregnant female incarcerated persons, including education and counseling

d. Appropriate housing

e. Counseling on appropriate levels of activity and safety precautions

g. Pre-natal vitamins

h. Nutritional counseling and diet plan (diet and vitamins shall be planned in accordance with recommendations from the American Congress of Obstetricians and Gynecologists and Registered Dieticians)

i. Laboratory and diagnostic tests, including testing for gestational diabetes, HIV, and other testing as recommended by the American College of Obstetricians and Gynecologists
j. Observation for signs of toxemia, including urine testing for proteins and ketones
k. Coordination of counseling and assistance to pregnant incarcerated person planning to keep their child, considering adoption, or seeking termination services
l. On-site obstetrical care when it can reasonably be provided
m. Postpartum care, including but not limited to lactation, monitoring for postpartum depression, contraception, and education
n. Education on infant care
o. Counseling regarding future pregnancies
p. Family planning services prior to release

When a pregnant incarcerated person requires the services of an off-site OB provider, Contractor's staff shall coordinate with custody staff for transport for all off-site scheduled appointments. Contractor shall provide the facility administrators with a report identifying pregnant incarcerated person in the WBCF, anticipated delivery dates, and high- risk pregnancies so that custody staff can plan for required off-site travel.

9.5.2 High-risk Pregnancies

High-risk pregnancies and pregnancies past 24 weeks shall be managed by an experienced obstetrical specialist. Contractor shall facilitate testing that can be performed on site. Pregnant incarcerated persons with high-risk pregnancies shall be monitored regularly and hospitalized when needed. A pregnancy is considered high risk if the incarcerated person:

a. Has diabetes, cancer, high blood pressure, kidney disease, or epilepsy
b. Has a history of tobacco, alcohol, or drug use
c. Is younger than 17 or older than 35
d. Is pregnant with more than one baby
e. Has had three or more miscarriages
f. Had pre-term labor, preeclampsia, or seizures (eclampsia), or gave birth to a baby with a genetic condition (such as Down Syndrome) during a past pregnancy
g. Has an infection such as HIV, hepatitis C, cytomegalovirus (CMV), chicken pox, rubella, toxoplasmosis, or syphilis
h. Is taking certain medications such as lithium, phenytoin (e.g., Dilantin), valproic acid (e.g., Depakene), or carbamazepine (e.g., Tegretol)

9.5.3 Perinatal Care

Perinatal care (before, during, and after delivery) shall take place in a hospital, in accordance with the obstetrical specialist's recommendations and the Emergency Medical Treatment and Labor Act (EMTALA). Contractor shall provide appropriate postpartum care, including accommodation for lactation. Upon return to the WBCF, the incarcerated person shall be seen by healthcare

staff and placed under medical observation for a minimum of 23 hours. Mental health staff shall also evaluate the incarcerated person's emotional status, as separation from a child can trigger self-harming behavior.

Contractor staff shall monitor incarcerated persons for perinatal mood and anxiety disorders and refer incarcerated persons to licensed mental health staff as needed.

9.5.4 Opioid-dependent Pregnant Incarcerated Persons

Contractor shall coordinate assessment and enrollment of pregnant, opioid-addicted incarcerated persons for medication assisted treatment (MAT). If a pregnant incarcerated person reports active drug or alcohol use during the intake screening, the intake nurse shall contact the physician or mid-level provider for orders. When a medical provider is on site, the pregnant incarcerated person shall be evaluated immediately; otherwise, she shall be seen during the next scheduled provider sick call clinic. The pregnant incarcerated person shall be referred to an obstetrical specialist for a high-risk obstetrical evaluation. Because opioid withdrawal during pregnancy may be associated with adverse impact on the fetus, pregnant incarcerated person should continue any MAT treatment already in progress.

Prevention of opioid withdrawal during pregnancy can be accomplished by using specific opioid substitution medications, such as methadone or buprenorphine preparations. Buprenorphine is a partial opioid agonist: it both activates and blocks opioid receptors in the brain, reducing or eliminating opioid withdrawal symptoms (including drug cravings) without producing the "high" or dangerous side effects of heroin and other opioids.

Buprenorphine is available for sublingual (under the tongue) administration, both in a stand-alone formulation (called Subutex) and in combination with another agent called naloxone. The naloxone in the combined formulation (marketed as Suboxone) deters abuse of the medication by causing a withdrawal reaction if it is intravenously injected.

Methadone also has a long history of use in the treatment of opioid dependence in adults. It is a full opioid agonist: it activates opioid receptors in the brain to prevent withdrawal symptoms and reduce cravings. Methadone is available through specially licensed opioid treatment programs (OTPs). If a pregnant incarcerated person is opiate-dependent and reports using methadone, Contractor's staff shall attempt to verify the treatment being received in the community. If the treatment cannot be verified, or the opiate- dependent pregnant incarcerated person is not currently receiving methadone, she may be treated on site or referred to a local provider for evaluation and recommendations for treatment. In addition to regular dosing, the incarcerated person shall be evaluated monthly (or as required by state regulations) for potential dose adjustments throughout the pregnancy.

If a pregnant incarcerated person declines to participate in an OTP, the Contractor physician shall initiate an appropriate treatment plan for opiate

withdrawal syndrome. A plan shall also be initiated for postpartum incarcerated persons with opioid dependency. Contractor shall make arrangements with community providers for follow-up care upon release as part of our discharge planning process.

9.5.5 Family Planning Services

Contractor shall provide education on family planning to female incarcerated persons. The Contractor female health program shall comply with all applicable NCCHC and Title 15 standards.

9.5.6 Contraception

The Contractor female health program shall be compliant with all applicable laws, including those providing direction on birth control and family planning services. Contractor shall offer/provide an appropriate long-term contraceptive option to female incarcerated persons. In accordance with NCCHC standards, Contractor shall provide female incarcerated persons with nondirective counseling about pregnancy prevention, including access to emergency contraception and continued contraception at intake.

Any female incarcerated persons using contraception at the time of arrest shall be reviewed by the provider; all medications, including contraception, shall be reviewed and continued/ordered as indicated. Emergency contraception shall be available at intake when medically necessary, in accordance with Contractor policy and NCCHC standard J-B-06, which states that “emergency contraception is available to women at intake” and “women who are on a method of contraception at intake should be able to continue this method as medically indicated.”

9.5.7 Termination Services

Upon determining that an incarcerated person is pregnant, Contractor staff shall ensure the incarcerated person receives family planning counseling and discussion of options with regard to the outcome of the pregnancy. Pregnant incarcerated persons shall receive comprehensive counseling and assistance based on their expressed desires regarding their pregnancy, whether planning to keep their child, considering adoption, or seeking abortion services. Contractor shall ensure each incarcerated person fully understands all options so she can make the most informed decision possible.

For those seeking termination services, Contractor shall coordinate the services of an outpatient provider, in accordance with Title 15 requirements and California Penal Code Section 3405. Contractor shall ensure timely access to abortion services in accordance with California Penal Code sections 4023.6 and 4028, as well as Health and Safety Code 123462(b)-(c).

Contractor shall meet the requirements of the Reproductive Privacy Act, which protects a woman’s right to privacy with respect to personal reproductive decisions, and all other reproductive rights under law. Contractor understands that under the Reproductive Privacy Act, every woman has the fundamental right to choose or refuse birth control, to choose to bear a child, or to choose to obtain an abortion without interference from the State (except as specifically

limited by the Act).

9.5.8 Discharge Planning

Contractor shall routinely provide family planning services prior to release, as well as additional counseling regarding future pregnancies. Contractor's female health program complies with NCCHC standards, which provides guidelines for discharge planning and linkage between the facility and community-based care organizations, such as Planned Parenthood, to provide follow-up care to female incarcerated persons upon release from custody.

9.6. Medical Clearance for Incarcerated person Worker Assignments

Contractor staff shall provide examinations and medical clearance for incarcerated persons before placement in their work assignment. Medical clearance for work is made with consideration for the individual's condition, including known or suspected illnesses or injuries observed during examination. This information is documented in the incarcerated person's healthcare record. Examinations shall typically take place during the 14-day health assessment but can also be completed upon request.

9.7. Medical Clearance for Food Service Workers

Contractor shall provide medical clearance for incarcerated persons assigned to a food handling job prior to their being placed in the work assignment and within 72 hours of notification. Food service workers shall be medically cleared before working in the facility kitchen, or as food servers, according to procedures defined by the responsible physician.

9.8. Specialty Physician Services

Contractor shall ensure appropriate and timely access to specialty care and shall schedule referrals for specialty care providers according to clinical priority. Contractor shall ensure that specialty services with urgent priorities occur as quickly as possible within 7 days of referral; routine specialty services occur as soon as possible within 30 days of referral. If services do not occur within this timeframe, the medical practitioner re-evaluates the incarcerated person to determine and document the level of need.

Contractor staff shall schedule appointments for specialty services through their Care Management system, which shall allow them to track and prioritize specialty appointments to ensure they take place within the required timeframe.

9.8.1. On-site Services

Contractor shall provide as many on-site medical services as reasonably possible within the confines and requirements of the Contract in order to limit the number of incarcerated persons who must be transported off site, while ensuring that incarcerated persons receive medically necessary healthcare services in the most appropriate setting.

9.8.2. Contractor eConsult System

Contractor shall use an electronic consultation system, as clinically and practically appropriate, called **eConsult** that gives on-site providers 24-hour access to a panel of medical specialists from around the country for additional consultation on an incarcerated person's need for off-site referral. The consulting specialist shall either affirm the need for off-site referral or recommend on-site management of the incarcerated person's condition. The Contractor provider shall then decide whether

to send the incarcerated person off site. This shall reduce unnecessary off-site referrals while ensuring optimal clinical care.

Contractor staff shall document all eConsults in the incarcerated person's medical record. The system also includes robust analytics and dashboards that allow the clinical team to analyze referral data and identify opportunities to optimize the delivery of on-site care and further reduce unnecessary off-site trips.

The eConsult system shall provide access to 140 medical and mental health specialists in approximately 70 specialties, many of whom are affiliated with academic and major health systems. All specialists are to be licensed, board certified, and fully insured practicing physicians with training and experience in telemedicine, technology, and corrections. They must undergo rigorous background checks and participate in ongoing quality monitoring.

Specialties available through eConsult shall include:

- Addiction Medication
- Allergy & Immunology
- Cardiology
- Dermatology
- Endocrinology
- ENT
- Gastroenterology
- General Surgery
- Hepatology
- Hematology
- Infectious Disease
- Internal Medicine
- Nephrology
- Neurology
- OB/GYN
- Oncology
- Ophthalmology
- Orthopedic Surgery
- Palliative Medicine & Hospice
- Pulmonology
- Psychiatry
- Rheumatology
- Sleep Medicine
- Urology

9.8.3. Chronic Care and Special Needs

Many incarcerated persons have special healthcare needs requiring ongoing medical supervision and/or multidisciplinary care. The Contractor's Special Needs Program shall focus on the identification, referral, and treatment of incarcerated persons with special needs, including chronic conditions (e.g., diabetes, hypertension, asthma, seizures, etc.) and communicable diseases (e.g., HIV, tuberculosis, etc.). This focus allows Contractor to manage incarcerated person needs before they escalate and require off-site consultation or result in grievances and litigation.

Contractor shall consider individuals with long-term healthcare needs related to chronic conditions or acute medical and/or mental health problems to be special needs incarcerated persons. This includes incarcerated persons who are mentally ill, developmentally disabled, and/or at a high risk for clinical decompensation. Contractor shall provide these incarcerated persons with services that promote health maintenance and health improvement. The Contractor Special Needs Program shall include an emphasis on incarcerated person education to encourage adherence with treatment plans, both during and after incarceration.

9.8.4. Special Needs Screening

Contractor staff shall perform a special needs screening during the initial intake process and again during the comprehensive health assessment and document such results in the incarcerated person's health record. The screening addresses

housing, monitoring, and follow-up for special needs incarcerated persons. The results of the special needs screening that require referral services will be documented and tasked to an appropriate healthcare professional, and a medical treatment order form or other approved applicable form will be completed as clinically indicated. If it is determined that an incarcerated person requires ongoing care, Contractor staff shall make recommendations for specialty healthcare services, appropriate housing, work assignments, and program participation.

Incarcerated persons with special needs may also be identified through self-report, during a provider encounter, or by custody staff. Self-reported conditions shall be entered in the incarcerated person's medical record and verified by the medical provider. Referrals from custody staff shall be managed the same way as reports made by the incarcerated person directly to medical or mental health staff.

9.8.5. Individualized Treatment Plans

The Contractor's physician or mid-level designee shall develop a written individualized treatment plan for incarcerated persons with special medical conditions requiring close medical supervision, including chronic and convalescent care, and shall provide such treatment plan to the embedded Correctional Counselor for the purpose of care coordination. The plan shall be based on the medical history and physical examination findings. Incarcerated persons with a mental health special need condition shall be seen by a mental health professional, who shall perform an initial mental health special needs assessment and develop an individualized mental health special needs treatment plan based on the results of the assessment. Special needs treatment plans shall act as a reference for healthcare personnel involved in the incarcerated person's care by providing instructions regarding diagnostic and therapeutic interventions, pharmaceutical therapy, special diets, and incarcerated person education. Treatment plans shall also include short-term and long-term goals and the methods by which they shall be pursued.

Contractor special needs treatment plans shall be provided to the embedded Correctional Counselor for the purpose of care coordination shall include information regarding the incarcerated person's disposition, scheduled appointments, housing assignment, ability to function in general population, impact on programming, and frequency of follow-up indicated. They shall also include medical instructions to healthcare providers and other personnel regarding their roles in the care and supervision of the incarcerated person. Contractor shall share these plans with the facility administrators to facilitate housing in the appropriate area of the facility and to ensure proper treatment of incarcerated persons with long-term and individualized healthcare needs.

Medical special needs incarcerated persons shall be reviewed by a physician or mid-level provider every 90 days, or at other intervals when medically indicated. The periodic consultations shall be documented in the incarcerated person's medical record and include the date and time of the consultation, the provider's name and title, and any new orders for the incarcerated person's treatment. Contractor clinicians shall determine the frequency of chronic care visits based on the incarcerated person's condition(s) and recommendations from the Contractor Minimum Standards for Care of Chronic Disease.

Mental health special needs incarcerated persons patients shall be seen a minimum of every 30 days for the first 90 days of placement into the mental health special

needs program; after 90 days, the mental health clinician may reduce the frequency of each mental health special needs follow-up visit to no more than 45 days. Additionally, the mental health special needs treatment plan shall be updated at least every 180 days until the incarcerated person is removed from the special needs program, if applicable.

Treatment plans maintain connections between incarcerated persons and the community agencies that have been or shall be serving them. In Nevada County, Contractor's staff shall work closely with the embedded Correctional Counselor, Turning Point Community Health Programs, Nevada County Behavioral Health, Sierra Nevada Memorial Hospital, Aegis Treatment Center, and Granite Wellness to coordinate the incarcerated person's care. Contractor shall document their treatment plan and which entities they communicate with to ensure continuity of care.

9.8.6. Chronic Care Management

Contractor shall provide a complete chronic disease management program in accordance with NCCHC, CalAIM and Title 15 standards. Our chronic disease management program is designed to reduce the frequency and severity of symptoms, prevent disease progression and complication, and foster improved function. Our multifaceted program includes clinical monographs, disease-specific guidelines, clinical decision support tools, and a clinical informatics platform to guide population-based interventions that are consistent with national clinical practice guidelines for common chronic diseases such as:

- Hypertension
- Diabetes
- Asthma/COPD
- Seizure disorders
- Sickle Cell Anemia
- Substance use disorder
- Mental illness
- Coronary artery disease
- Chronic (non-cancer) pain
- Tuberculosis
- HIV
- Hepatitis
- Renal disease and dialysis

9.8.7. Chronic Care Guidelines

Contractor practitioners shall follow disease-specific evidence-based clinical decision support protocols to ensure continuity of disease management at the initial and follow-up incarcerated person encounters. Practitioners shall also use a set of established Minimum Standards for Care of Chronic Disease, based on recommendations from professional organizations, to guide their treatment decisions.

Contractor shall develop Clinical Monographs that represent best practices its practitioners should use when treating specific conditions. The purpose of the Clinical Monographs is to reduce variability in the care provided to groups of incarcerated persons with similar healthcare needs.

Monograph topics include:

- Asthma
- Benzodiazepine Use
- Cataracts
- Cirrhosis
- COPD
- Diabetes
- Emergency Contraception
- GERD
- HIV
- Hyperlipidemia
- Hypertension
- Kidney Disease
- Measles
- Seizures
- Sickle Cell Anemia
- Thyroid Disease
- Tuberculosis
- URI
- Withdrawal from Alcohol and Benzodiazepines
- Wound Closure

9.8.8. Adherence to Chronic Care Guidelines

Contractor's CQI program shall include screens, such as Continuity of Care – Chronic Disease, Incarcerated persons with Special Health Needs, and Special Needs Treatment Planning, to ensure adherence to appropriate chronic care guidelines.

Additionally, Contractor staff shall have access to UpToDate® Clinical Knowledgebase and Support Tools, an online medical resource for evidence-based clinical references and incarcerated person education materials. UpToDate includes treatment recommendations based on the latest and best medical evidence. Recommendations shall be continually updated based on new studies and changes in practice.

9.9. Infirmary Services

Contractor shall provide for the management and observation of incarcerated persons housed in the infirmary 24/7 by appropriately authorized licensed nurse. An initial nursing assessment for all infirmary admissions shall be completed by an authorized licensed nurse. Nursing staff shall conduct rounds daily, with a nursing note at least once per shift or more often as indicated by the incarcerated person's condition. Contractor shall operate the infirmary in accordance with NCCHC and CalAIM guidelines and policies and procedures of the WBCF, maximizing use of the infirmary for the treatment of incarcerated persons requiring close observation and monitoring. Contractor shall ensure that the infirmary has the necessary staff and supplies to provide both routine and emergency ancillary services on site. Contractor shall supply operational and in good repair hospital beds for all medical cells.

Scope of the infirmary includes detoxification, convalescent care, skilled nursing care, pre- and post-surgical management, and limited acute care. The infirmary shall also be used as a protective environment for incarcerated persons exhibiting symptoms or behavior serious enough to require notification of medical or mental health staff.

Contractor's medical and mental health teams shall meet daily with custody staff to share relevant information, review the status of incarcerated persons under constant observation, and make determinations regarding continued observation or return of incarcerated persons to general population. The Contractor physician or mid-level provider shall approve each incarcerated person's return to general population when recovered.

9.10. Health Education Program

Contractor shall emphasize the importance of incarcerated person education in Nevada County. It is imperative that incarcerated persons receive basic, and often critical, knowledge about common healthcare needs, issues, and diseases. Therefore, Contractor staff shall provide

incarcerated persons with complete education information upon orientation and admittance to the facility, and additional information during any healthcare encounter as determined by the provider in the course of his or her examination. Education begins during the intake screening process, when Contractor staff advise all arrestees of their right to access care and the process for requesting healthcare services. Information regarding access to healthcare shall be communicated to incarcerated persons upon arrival, both verbally and in writing in a language the individual understands.
Contractor shall provide a comprehensive health education program for Nevada County that is age and sex appropriate. Contractor shall provide incarcerated persons with detailed information on health issues that assist in self-care strategies, including but not limited to therapeutic diet, physical activity, personal hygiene, tobacco prevention, healthy lifestyle choices, getting better sleep, and ways to maintain optimal health. Health education can also be provided through group sessions when applicable for more widespread issues such as MRSA, smoking cessation, fitness, and the flu. Contractor shall update the education program as necessary, or at the request of the County staff, to address current health priorities and meet the needs of the confined population.

Incarcerated persons with chronic conditions such as asthma or diabetes shall receive additional health education stressing the importance of proper health management and nutrition. Contractor staff shall educate these incarcerated persons on their conditions, their role in the treatment plan, and the importance of adherence to the plan. Education shall also include recommendations for lifestyle modifications and information regarding continuity of care upon release. The education shall be documented in the incarcerated person's healthcare record.

9.10.1 Educational Materials

Contractor shall provide incarcerated person health education through multiple means, including oral instructions at times of service delivery and written information through the use of brochures, pamphlets, orientation packets, and instructional posters. Educational materials shall be made available in areas easily accessible to incarcerated persons, including clinic areas.

In accordance with NCCHC and National Culturally and Linguistically Appropriate Services (CLAS) Standards, Contractor shall provide all health information to incarcerated persons both verbally and in writing in the incarcerated person's preferred language, when possible, or in a language the incarcerated person understands easily.

All Contractor forms and incarcerated person health education materials shall be made available in both English and Spanish and able to be translated into other languages at the contractor's expense as needed.

9.10.2 Medical Reference Library

Contractor shall maintain a comprehensive library of course content for preventive health education that can be customized for a readily available training agenda and scheduled delivery to meet the needs of the incarcerated person population. Contractor shall provide a medical reference library that should be accessible at all times by healthcare personnel, with basic reference texts related to diagnosis and treatment in a primary care setting.

9.10.3 UpToDate

Contractor shall provide access to UpToDate® Clinical Knowledgebase and Support Tools, an online medical resource for provider evidence-based clinical reference and incarcerated person education materials. All users shall be given single-click access to these valuable medical references and client-specific incarcerated person education materials on multiple topics. UpToDate helps to increase the quality of incarcerated person care by allowing providers to print incarcerated person education materials and discuss them with the incarcerated person while they are together.
UpToDate includes treatment recommendations based on the latest and best medical evidence. Recommendations are kept current as new studies are released and practices change. Topics available within medical specialties in UpToDate include:

- Medical Calculators
- Adult Primary Care
- Allergy & Immunology
- Cardiology
- Critical Care
- Drug Information
- Emergency Medicine
- Endocrinology
- Gastroenterology
- Nephrology
- Neurology
- Hematology
- Hepatology
- Infectious Diseases
- Oncology
- Pulmonology
- Rheumatology
- Surgery
- Internal Medicine
- Geriatrics
- Psychiatry
- Dermatology
- Palliative Care

9.11. Medical Waste Disposal

Contractor shall partner with Daniels Health or approved vendor for the collection, storage, and removal of all infectious waste and sharps containers in accordance with state and federal regulations. Biomedical waste disposal at the WBCF is governed by policy and procedure and includes the proper containment, housing, and disposal of waste. Proper disposal of sharps is controlled through the purchase of sharps disposal containers through the medical supplier.

Pickup frequency shall typically be based on volume and the space available for housing; the scheduling and frequency of the removal is approved by the facility administrators. Pickup manifest tracking forms shall be maintained on site by the Health Services Administrator. Healthcare staff shall follow standard precautions to minimize the risk of exposure to blood and body fluids of potentially infected incarcerated persons.

9.12. Medically Necessary Devices

Contractor shall ensure the timely provision and repair of medically necessary devices. Incarcerated persons in need of medical orthoses, prostheses, and other aids to impairment may be identified during the intake screening or at any time while they are in custody. Necessary referrals shall be made for provider evaluation. Results of the evaluation and subsequent plan of care shall be documented in the incarcerated person's healthcare record, and written provider recommendations shall be sent to the HSA for follow-up. Contractor must adhere to CalAIM guidelines when prescribing durable medical equipment (DME). Contractor shall work in conjunction with the embedded Correctional Counselor to ensure that the incarcerated person is prescribed or given appropriate DME.

Any urgent medical need necessary to maintain daily living activities shall be expedited to avoid further impairment for incarcerated persons. Those requiring special services, supplies,

and prosthetic devices shall receive services and supplies when deemed a medical necessity. Assistive devices, such as crutches and wheelchairs, shall be supplied when the health of the incarcerated person would be adversely affected, subject to approval by the facility administrators as not posing any danger to others.

9.13. HIV and HCV Treatment

Contractor shall ensure the continuation of appropriate HIV and HCV treatment during incarceration, coordinating with an off-site Infectious Disease or HIV specialty group as needed. Contractor currently partners with One Community Health (formerly CARES Community Health Clinic).

As part of the intake screening process, Contractor staff shall inquire into any history of communicable diseases. Contractor shall screen for sexually transmitted diseases (STDs) as indicated during the intake screening and ensure complete clearance for the individual's assignment to general population.

Contractor staff shall evaluate all incarcerated persons identified as having HIV or hepatitis and ensure that these incarcerated persons have access to infectious disease specialists, as well as appropriate treatment and medications, as clinically necessary. Incarcerated persons with a history of intravenous drug use shall be screened annually while in custody, in accordance with CDC recommendations.

Contractor must also communicate ceasing administered medications prior to discontinuation.

10. Screenings and Assessments

10.1. Intake Health Screening

Contractor staff shall perform a medical intake screening within 24 hours of booking to ensure that emergent and urgent health needs are met. Contractor intake screenings shall emphasize the identification, referral, and treatment of individuals with acute and chronic healthcare conditions, including behavioral health disorders, suicide risk, detoxification, and dental issues, as well as those requiring medication, isolation, or close observation. Contractor shall acknowledge that intake screening sets the course for the incarcerated person's medical care throughout their entire stay; early identification of problems using a systematic intake evaluation prevents more serious and costly problems from developing later.

Contractor shall understand the importance of maintaining a timely and proper booking and admission screening process to ensure the well-being of all incarcerated persons and of the overall facility operations. Contractor shall ensure adequate staffing to allow for the timely evaluation of intake orders and those in need of further evaluation so individuals with medical and mental health issues can be stabilized as quickly as possible and medications can be initiated.

Contractor shall allocate properly trained and authorized nurses to conduct intake screenings 24 hours a day, 7 days a week, including holidays. Intake nurses shall be trained in the identification of behavioral health needs, including substance use disorders. They shall access to an on-call provider for consultation purposes 24/7. Contractor shall use a quick intake form in CorEMR to determine whether or not an arrestee can be accepted into the facility. For arrestees who are accepted into the facility, the intake nurse shall administer the complete intake screening described in this section.

Intake screenings shall be conducted in accordance with NCCHC, CalAIM, and Title 15 standards, as well as the facility's operating procedures, and include:

Direct visual observation:

- Abnormal appearance (e.g., sweating, tremors, anxious, disheveled, signs of trauma or abuse)
- Restricted or compromised movement (e.g., body deformities, physical abnormality, unsteady gait, cast or splint)
- Abnormal breathing or persistent cough
- Skin conditions, including obvious lesions or wounds, lice, jaundice, rash, bruises, edema, scars, tattoos, and needle marks
- Characteristics of being at risk for victimization (e.g., age, small build, femininity, first-time offender, passive or timid appearance)

Mental health screening:

- History of or present suicidal and/or self-destructive behavior or thoughts
- Mental health problems, including suicidal ideation and psychosis
- Current psychotropic medication use
- History of hospitalization and/or outpatient mental health treatment
- Current mental health status

Clinical screening into current illnesses, health problems, and conditions:

- Illnesses and special health needs, including allergies
- Immunization history
- Current medications
- History of hospitalization
- Dental conditions or complaints
- History of tuberculosis or other infectious diseases (or symptoms such as persistent cough, shortness of breath, loss of appetite, fatigue, coughing up blood, night sweats, or unexplained weight loss)
- Medical dietary needs
- Drug and alcohol use, including types, methods, date and time of last use, problems associated with ceasing use, and history of treatment for substance use
- Tobacco use
- For women, current or recent pregnancy, birth control use, date of last menstrual cycle, current gynecological problems, and methadone use
- Notation of personal physician and any medical risks
- Review of medical history as documented in previous medical record

Verification and referrals:

- Examination of medications brought into the facility
- Verification of current medications in a timely manner (a clinician may be notified to assess the incarcerated person's need for any non-formulary medications, which may be provided for up to 30 days until an expedited physical can occur)
- Verification of medically necessary special diets
- Current health insurance coverage, if any
- Referral for mental health evaluation as indicated
- Referral for emergency, specialty, or dental care as indicated
- Referral for placement/housing, including general population, medical observation, mental health lockdown, suicide watch, etc.
- For individuals with physical handicaps or disabilities, the responsible physician shall determine the need for any medical treatment

Testing and initial assessments:

- Recording of vital signs
- Oral screening
- Initial mental health screening
- STD testing for syphilis, gonorrhea, chlamydia, and HIV as indicated
- Pregnancy testing for women as indicated
- Additional tests as medically indicated based on symptoms, exposure, etc.

Information sharing and education:

- Explain the individual's right to healthcare
- Information on how to access medical, dental, and mental health services, provided both verbally and in writing in a language the individual understands
- Oral health and hygiene education
- PREA screening and education regarding sexual assault
- Information on the grievance process
- Documentation of informed consent

Contractor staff shall notify custody staff of individuals requiring extraordinary oversight, treatment, or management, or those with critical conditions, including but not limited to:

a. Need of emergency room referral
b. Urgent need for medication
c. Suicidal thoughts or behavior
d. Potential for detox/withdrawal
e. Diabetes
f. Heart conditions
g. Seizures
h. New or recent injuries
i. Mental conditions or personality disorders (potential for violence)
j. Any contagious illness or disease that would be considered an immediate threat to the incarcerated person population or custody staff
k. Any other issues deemed urgent or emergent

10.1.1 Intake Screening Tool

Contractor shall establish a standardized physician-approved intake screening form to guide the assessment, treatment, and referral process of individuals admitted with healthcare needs. Contractor nurses shall utilize this form and follow these guidelines to determine the appropriate intervention based on various conditions presented at intake. Healthcare staff shall be trained by the responsible physician or designee in the early recognition of medical or mental health conditions requiring clinical attention. Training shall include instruction on completing the intake screening form and when to contact medical staff to determine appropriate disposition.

Intake screenings shall be documented electronically in CorEMR, which shall streamline the intake process and reduce paper transcription errors. It shall also reduce transcription time and allow the nurse performing the screening to focus on clinical functions, creating immediate efficiency through improved staff utilization.

Contractor shall incorporate the Health Risk Assessment (CalAIM) into the intake screening

process. Should Contractor be unable to complete the required Health Risk Assessment (CalAIM) within a timely manner, the County and Contractor will confer to understand the contributing factors and determine appropriate actions to resolve the issue.

CorEMR shall interface with the County's Jail Management System (JMS). Once the arrestee is booked and entered into the JMS, JMS shall automatically transfer all demographic data from the JMS into the individual's health record in CorEMR, giving medical staff timely access to information. Re-admitted incarcerated persons with any previous medical or mental health history shall be immediately identified, with all critical information available to the intake nurse and the physician from any authorized computer

connected to the internet, including authorized off-site computers. Data on incarcerated persons who are released then re-admitted shall be available immediately.

10.1.2 Admission Deferrals

Admission to the facility is dependent upon clearance for any injuries or medical problems. Healthcare staff performing the intake screening may identify arrestees whose clinical status suggests a need for immediate health services beyond the scope of care immediately available at the facility. In such cases, the arrestee is to be referred immediately for care to a local emergency room or approved hospital. The arrestee's subsequent admission to the facility is predicated on written medical clearance from the hospital.

Most jurisdictions have established a practice of requiring medical clearance from an outside agency when such incarcerated persons are identified. Reasons for admission deferrals include but are not limited to:

- **a.** Trauma/injury upon arrest
- **b.** Excessive bleeding
- **c.** Chest pain
- **d.** Unconscious, semiconscious, or severe confusion
- **e.** Active convulsions
- **f.** Respiratory distress
- **g.** Active labor

10.2. Withdrawal Screenings

Contractor shall screen arrestees for substance use and withdrawal potential at intake.

10.3. Postpartum Depression Assessment

Contractor shall provide postpartum depression assessments as indicated. Upon return to the facility, postpartum incarcerated persons shall be seen by healthcare staff and placed under medical observation for a minimum of 23 hours. Mental health staff shall evaluate the incarcerated person's emotional status, as separation from a child can trigger self-harming behavior. Contractor staff shall monitor incarcerated persons for perinatal mood and anxiety disorders and refer incarcerated persons to licensed mental health staff as needed.

10.4. Health Assessments for Adults

Contractor staff shall conduct a comprehensive health assessment, including a complete medical history and physical examination, for all incarcerated persons prior to their being in custody for 14 calendar days. Contractor should target day 10 for the incarcerated persons health assessments to ensure their completion within the 14-day period required by NCCHC standards.

Performing a timely health assessment allows healthcare staff to identify any medical needs or conditions the individual may have failed to disclose during the intake screening, and to initiate timely and appropriate treatment in an effort to avoid a later need for emergent treatment or hospitalization.

Contractor shall allocate properly trained and authorized nurses to conduct health assessments in accordance with local regulations. Prior to performing health assessments, nurses must complete physical exam training provided or approved by the responsible trainer that requires an RN level or higher licensure. The nurse must pass a written test and successfully demonstrate an exam for the physician, who signs off on the nurse's competency to complete the task. The training shall be documented in the nurse's training record and shall be repeated annually.

The Contractor physician or mid-level provider shall review, sign, and date any assessments completed by nursing staff. Any abnormal results of the health assessment shall be reviewed by the physician or mid-level provider for appropriate disposition. The comprehensive health assessment includes:

- **a.** A review of the intake screening
- **b.** Recording of vital signs, height, and weight
- **c.** Immunization history and initiation of any needed immunizations and therapy
- **d.** PPD test for tuberculosis (if not previously administered)
- **e.** Laboratory and/or diagnostic tests when clinically indicated or judicially mandated
- **f.** Vision and hearing screenings
- **g.** Physical examination (including breast, rectal, and testicular exams as indicated by the incarcerated person's gender, age, and risk factors)
- **h.** Pap testing for female incarcerated persons and detained juveniles as medically indicated
- **i.** Dental screening and hygiene education
- **j.** Mental health assessment, including suicide potential screening and psychiatric screening
- **k.** Review of health history and gathering of any additional data needed to complete the medical, dental, and mental health histories
- **l.** Documentation of allergies
- **m.** Other tests and examinations as appropriate, required, and indicated (diagnostic panel, urinalysis, EKG, etc.)

The nurse shall conduct the health assessment records findings on a form approved by the County, which shall also include the nurse's title and signature, as well as the date and time of the assessment. The health assessment shall be documented electronically in CorEMR. The nurse shall also record the number of incarcerated persons who refuse physicals, as well as the reasons for refusal.

10.5. Periodic Physicals

Contractor shall provide health maintenance exams for individuals who are under the jurisdiction of Nevada County for prolonged periods of time in order to manage any existing conditions and identify any new conditions or illnesses that may develop.

For individuals undergoing prolonged incarceration, a health maintenance exam shall occur every six months. More frequent health maintenance exams shall be repeated at reasonable intervals thereafter as determined by the treating physician based on the age, gender, and health of the incarcerated person. The responsible physician, based on the current community standard of

care, shall determine the specific components of the examination.

10.6. Contractor's Responsibility

Contractor's responsibility for medical and mental health care begins when the booking and intake health screening are completed and ends when the incarcerated person is discharged from custody.

11. Mental Health Services

11.1 Regularly Scheduled and On-call Mental Health Services

Contractor shall provide comprehensive mental health care services, including but not limited to standardized and thorough behavioral health assessments, evaluation for behavioral health conditions and suicidal ideology, treatment plan development, crisis response and intervention, psychiatry, pharmaceuticals, and medication monitoring services. Contractor shall provide specialty behavioral health care services (and all related documentation) in accordance with the local community standards of care, as well as NCCHC, CalAIM and Title 15 standards.

11.2 Psychiatric Services

A psychiatrist shall provide psychiatric assessments and consultations, medication prescribing, medication management, and on-call coverage. These services may be provided using telepsychiatry when on-site services are not available. Contractor shall document attempts to obtain on-site services.

While Contractor works to secure an on-site psychiatry provider, there shall be no interruption in incarcerated person care through the continuation of telepsychiatry services through a partnership with Orbit Health.

11.2.1 Medication Verification

For individuals who enter custody while prescribed a psychiatric medication, Contractor staff shall attempt to verify the prescription, following the medication verification process outlined in Psychiatric Services**.**

Contractor shall bridge all verified, valid prescriptions for individuals who enter the custody on prescribed psychiatric medications. The incarcerated person is evaluated by the psychiatrist following initiating the medication, and follow-up evaluations occur as needed. Subsequent evaluations shall occur in accordance with special needs treatment plans, not to exceed intervals of 90 days.

A medication error will result in an internal investigation, conducted by the Contractor in accordance with Contractor's policies and procedures. A medication error could result in a temporary suspension of security/facility access pending review by County.

11.2.2 Protocol for Psychotropic Medications

Contractor shall maintain high standards of psychiatric care by providing quality treatment, including psychotropic medication, to incarcerated persons with serious mental health issues. Contractor shall develop written policies, procedures, and clinical letters for psychiatric services that shall address treatment plans, laboratory studies, informed consent, non-compliance, and management of various conditions.

Incarcerated persons shall only be prescribed psychotropic therapy as clinically

indicated and shall be monitored for medication compliance and drug toxicity. Prior to prescribing psychotropic medications, the psychiatrist shall conduct a health record review, obtain informed consent from the incarcerated person, and educate the incarcerated person on treatment with the prescribed medications. A medical evaluation, routine lab work, and regular blood pressure monitoring shall be performed as indicated on incarcerated persons requiring psychotropic medications. The results of all such monitoring shall be documented in the incarcerated person's health record.

11.2.3 Medication Education

Education shall be provided at the time of the medication order regarding the risks and benefits associated with each prescribed medication and shall be documented in the incarcerated person's health record. Education consists of informed consent, verbal information, and (where available) written information related to contraindications. Informed consent shall be obtained and documented in the incarcerated person's health record prior to the initiation of psychotropic medication.

Female incarcerated persons shall be specifically educated regarding the risks of taking medication while pregnant. All female incarcerated persons shall be tested for pregnancy prior to orders being written for medications, if a pregnancy test has not already been provided.

11.3 Review of Disciplinary Charges

Contractor may review disciplinary charges to ensure the incarcerated person's mental health issues or developmental disabilities are not the mitigating factor behind the behavior that resulted in the disciplinary charge.

11.4 Competency Program (JBCT)

If requested by the County, the Contractor shall work with the County to implement a Jail Based Competency Treatment ("JBCT") Program. Upon finalization of a contract between the California Department of State Hospitals and the County, the parties shall work together in good faith to negotiate and implement a modification addressing necessary staffing and related supplies and services inclusive of modified pricing for such services.

A proposed outline to the program is as follows:

Contractor's felony JBCT Program shall follow a treatment-intensive, milieu-based model that quickly facilitates competency through group and individual therapy and intensive medication treatment. Through the provision of individualized, intensive, interactive, and targeted treatment, Contractor shall be able to restore individuals to competency in an effective and timely manner. Individual and group competency restoration services shall be offered, with an emphasis on rational decision making in legal proceedings. Psychotropic medications, competency groups, mock courts, individual competency sessions, and competency study materials shall be used to address the capacities related to competency.

Contractor shall use evidence-based processes and materials for providing competency training to incarcerated persons committed as incompetent to stand trial. Competency restoration services shall be available in a number of formats. The format to be developed shall be in conjunction with County staff. Contractor's success at decreasing the number of days to achieve improvement in competency-related abilities in multiple states shall be based on a number of factors, including:

a. Establishing a culture where incarcerated persons and staff understand that improving competency- relevant capacities is the primary treatment goal.

b. Setting a precedent for a culture of medication compliance by initiating open and informative conversations about medications from the day of admission and providing medication education in a group format in which incarcerated persons learn from each other's experiences with medication. Potentially pursuing strategies to encourage medication compliance or incentives.

c. Maintaining an aggression-free environment in which incarcerated persons are invited during orientation to participate in a program in which their peers have also expressed their intention to refrain from the use of aggression; the explicit buy-in of incarcerated persons to participate in safe and peaceful programming has promoted an environment in which treatment progress is maximized.

d. Involving staff across disciplines in addressing competency.

e. Providing treatment for competency restoration in different formats that complement incarcerated persons' learning styles and individual needs.

Contractor shall be committed to providing the most up-to-date and effective approaches to competency restoration, and symptom and risk reduction. Contractor's clinical leadership shall provide training to program staff on new approaches and strategies as they become available. Contractor shall also use nationally and internationally recognized consultants to stay abreast of new approaches so that they can emerge as leaders in these areas.

11.4.1 Psychiatric Medication Adherence

While providing education to incarcerated persons who are incompetent to stand trial is necessary, in the majority of cases, such treatment may not be sufficient to restore competency. In addition to competency groups, competency classes, and individual sessions, intensive psychiatric treatment is needed.

Achieving better control of psychotic symptoms through use of appropriate psychotropic medications at the most effective dosages, impacts competency in a number of ways:

a. Control of psychotic symptoms improves the incarcerated person's ability to consult with his or her lawyer with a reasonable degree of rational understanding

b. Control of psychotic symptoms helps the incarcerated person to manifest appropriate courtroom behavior, testify relevantly, and focus attention to learn competency material

c. Functional legal capacities are addressed by improving relevant capacities and skills such as communication, clearer thinking, ability to weigh risk and benefits, and ability to apply these towards making a decision

Contractor shall engage in immediate medication stabilization, so the restoration process is not further delayed. Stabilization through medication requires strict monitoring of side effects and compliance. The success of any restoration to competency program lies in how well the treatment team can stabilize an incarcerated person on their medications and correspondingly, how well an incarcerated person can then engage in therapeutic tasks. When an incarcerated person is stable and able to engage with his or her environment or a therapeutic

milieu, the incarcerated person can be on his or her way to being restored.

Upon admission to the JBCT Program, the incarcerated person shall be given a thorough medication evaluation by the psychiatrist and shall be immediately stabilized on medications as deemed appropriate. If an incarcerated person refuses to take medications, the psychiatrist shall work with facility administration to present the incarcerated person's case to the court and subsequently obtain an order for involuntary medications.

11.4.2 Emergency Psychotropic Medications

Incarcerated persons found by the courts to be Incompetent to Stand Trial (IST) often lack the capacity to give informed consent for treatment. Therefore, it is essential that treatment decisions are addressed per local hospital and state law policies. The Restoration to Competency Team shall provide strategies to motivate and incentivize incarcerated persons to adhere to treatment and be compliant with medications.

Contractor shall attempt to obtain informed consent from the incarcerated person for antipsychotic medications should the incarcerated person withdraw his or her consent or if involuntary antipsychotic medication was not ordered and the treating psychiatrist determines it has become medically necessary. Contractor shall notify DSH if the treating psychiatrist is unable to obtain informed consent and believes the incarcerated person lacks the capacity to make decisions regarding antipsychotic medications pursuant to Penal Code Section 1370, subdivision (a)(2)(B)(i)(I) or if the incarcerated person is a danger to others pursuant to Penal Code Section 1370, subdivision (a)(2)(B)(i)(II).

A psychiatrist shall assess the incarcerated person's current mental status and provide an opinion as to whether the incarcerated person meets the criteria for involuntary medications. The treating psychiatrist shall fill out the certification in accordance to Penal Code Section 1370, subdivision (a)(2)(C) and work with DSH's Legal Services Division to provide the necessary information and testify in administrative law hearing and court.

For 1368 or 1370 incarcerated persons who have a court order already on file for involuntary medications, the medication is administered by Contractor staff when clinically indicated.

11.4.3 Incarcerated persons Awaiting Restoration

Contractor shall provide the appropriate services for incarcerated persons awaiting misdemeanor and/or felony restoration. Contractor's JBCT programming shall include:

- **a.** Review of records **–** Review placement report, court report, background information, and other clinical records
- **b.** Admission/intake assessments **–** Complete interdisciplinary assessments and evaluations
- **c.** Targeting cause of incompetency **–** Focus on ability to become fit for trial; barriers to fitness and risk factors are identified through an objective

competency assessment, psychological evaluation, psychometric testing; a restoration plan is developed

d. Clinical stabilization of incarcerated person **–** Stabilize mental illness first; improve milieu functioning; reduce and manage incarcerated person anxiety; improve understanding of the court process; reinforce understanding of court process

e. Training and education **–** Provide fitness training/multi-modal education in individual or group format

f. Therapeutic support **–** Focus on teaching the incarcerated person therapeutic coping skills; building skills through individual and group treatment support; increasing psychosocial functioning through milieu therapy; a focus on encouraging medication compliance

g. Ongoing reassessments of progress towards competency **–** Provide ongoing reassessment of clinical stability, cooperation, and understanding of the court process

h. Reinforcement of learning **–** Reinforce incarcerated person's knowledge through experiential methods such as role play and mock trials

i. A collaborative team opinion on restorability **–** Hold regular treatment team meetings with the entire JBCT staff

j. Provision of formal fitness evaluations **–** Assess incarcerated person's ability to be restored and communicate status to the courts via fitness reports every 30 days

k. Provision of data deliverables to DSH **–** Provide DSH with data based on the DSH template for data collection, including but not limited to: total admitted to the program by name, date, etc.; number of individuals successfully restored; number of formal evaluations and reports to the court; date of admission and length of time from admission incarcerated person was declared competent; demographics of incarcerated persons served and diagnosis; and number of malingerers

11.4.4 Unit for Incarcerated persons with PC Section 1370 Designation

Contractor shall work with the County and responsible state agencies to create a unit to house and treat incarcerated persons with PC section 1370 designation. Contractor shall be well- qualified to provide JBCT services for incarcerated persons found by the courts to be Incompetent to Stand Trial (IST) under Penal Code section 1370. Contractor's 1370 Felony Restoration to Competency Program shall be designed to provide intensive restorative treatment, using vigorous and targeted interventions that focus on:

a. Objective competency assessment upon admission

b. Aggressive medication and management of symptoms

c. Management of the mental disorder

d. Individualized treatment plan addressing areas of therapeutic intervention

e. Multi-modal, experiential, and remedial training modules

f. Assessment of competency using evidence-based tools

Contractor's goal shall be to improve the level of cognitive functioning of incarcerated persons whose return to court is hindered by an inability to comprehend basic legal proceedings and an inability to assist in their own defense. Contractor's hands-on Forensic Treatment Team experts shall design evidence-based programs that have been shown to have an average restoration time of 30-90 days.

Contractor's treatment model must be approved by DSH.

11.4.5 Policies, Procedures, Staffing Plan and Quality Assurance

Contractor shall create respective policies, procedures, staffing plan, and quality assurance mechanisms for the JBCT Program as part of assisting County program implementation.

Contractor's JBCT Program should result in restored incarcerated persons, cost savings, less time in custody for the most acute incarcerated persons, more services for the most acute incarcerated persons, and a safer jail. Implementing JBCT programming has the following benefits:

Benefits to the Incarcerated person:

- Significantly reduces delays in treatment
- More prompt provision of due process
- Continuity of medical, behavioral health, and milieu care in the jail (in the context of competency)
- Continuity of social support due to proximity to family and friends

Benefits to the County:

- Convenience due to program in one location
- Savings from reduced cost for transportation, reduced cost from long waits for hospital beds, and reduced cost from increase length of State admission time and length of stay
- Reduced strain in managing behavioral outbursts due to virtually no admission delays

11.4.6 DSH Reporting Requirements for JBCT

Contractor shall be well-accustomed to fulfilling the DSH's requirements for reporting and statistics. In this section, Contractor has provided summaries of reports and statistics that shall be prepared for the DSH for program implementation and operations. It shall be required that the contractor not only understand the requirements, but that they can also meet or exceed those requirements.

11.4.7 DSH Reports

Contractor shall submit a written report to the court, the community program director of the county or region of commitment, and the DSH Contract Manager concerning the incarcerated person's progress toward recovery of trial competence within 90 days of a commitment. The report shall include a description of any antipsychotic medication administered to the incarcerated person and its effects and side effects, including effects on the incarcerated person's appearance or behavior that would affect the incarcerated person's ability to understand the nature of the criminal proceedings or to assist counsel in the conduct of a defense in a reasonable manner.

The JBCT treatment team shall provide the court with 30, 60, and 90-day summary reports of the incarcerated person's progress and/or a recommendation for restorability as collaboratively determined by the treatment team and as written and certified by a psychologist.

Contractor shall verbally report any escape immediately to jail administration and within 24 hours to the committing court, the prosecutor in the case, the Department

of Justice, and the DSH Contract Manager. A written report shall be provided within five business days of the escape.

Contractor shall report via phone or email to the DSH Contract Manager and County Staff when an incarcerated person who is currently receiving treatment in the JBCT Program is involved in a Serious Incident, including but not limited to causing serious harm to self or others and committing a new felony offense. This shall be reported to jail administration immediately. Such reporting shall take place within 24 hours of the Serious Incident.
Contractor shall respond to Serious Incidents and law enforcement issues, with 24/7 coverage and with the capacity to arrange for or provide emergency transportation of incarcerated persons. Contactor shall maintain a Serious Incident file that is separate from the incarcerated person record.

Contractor shall file a Certificate of Restoration with the committing court when the psychologist determines the incarcerated person has regained mental competence.

11.4.8 DSH Statistics

Contractor shall use the standardized data collection template provided by the DSH. Contractor shall complete and submit this data collection to the DSH on a weekly basis within the timeframe determined by the DSH. Contractor shall also submit census reports to the DSH upon the first incarcerated person admission, unless otherwise requested by the DSH.

Contractor shall collect incarcerated person-specific data throughout the assessment and treatment continuum and submit reports representing incarcerated person-specific and aggregated data as required by DSH on a weekly, monthly, and quarterly basis, as well at the end of the contract term.

Beginning with admission of the first incarcerated person, Contractor shall submit daily census reports to DSH. Data elements listed below and any other data elements identified by DSH during the contract term shall be collected in real time and submitted to DSH weekly according to the deadlines defined by DSH, in a common electronic file format and using the standardized data template stipulated by DSH:

- Incarcerated Person Name
- Case Number
- Booking Number
- Gender
- Date of Birth
- Ethnicity
- Languages Spoken
- Interpretive Services Utilized, by type
- Referring County
- Commitment Date
- Packet Received Date
- Packet Completed Date
- Reason for Ongoing Pending Status
- Screening Evaluation Completed Date
- Screening Outcome
- Reason for Screening Rejection
- Admission Date
- Was Involuntary Medications Ordered
- IMO Effective Date/1370 Commitment Date
- Did Incarcerated Person Receive Involuntary Medications
- Date Involuntary Medications Initiated
- Disposition of Discharge/Transfer
- Reason for Discharge/Transfer
- Date referred to DSH for Discharge/Transfer
- Discharge/Transfer Date
- Discharge/Transfer Location
- Reason for Delayed Discharge
- Date ROC Certificate Submitted to Court
- Primary Diagnosis at Admission
- Diagnosis at Discharge
- Diagnosis of Malingering (Yes/No)

11.5 JBCT Staffing

Contractor shall provide an effective staffing plan for a JBCT Program, should the County decide to implement one. Staffing requirements shall be based on the number of available beds open for referral of felony incarcerated persons at any given point to the program. Contractor's felony/misdemeanor JBCT Program shall be designed for a milieu (group) setting model. The number of hours for each position shall be determined based on the baseline number of practitioner hours required to intensively treat up to five felony incarcerated persons.

Treatment team members shall be carefully selected based on their education and clinical experiences. Contractor shall look for candidates with certain personal attributes. They must be optimistic; inspire hopefulness; be creative; lack fear or prejudice when confronted with bizarre, unconventional behavior; provide daily contact; set limits; share control; and provide effective education. Each practitioner has a role, responsibility, and function as part of the team. Following is a summary of positions Contractor would typically include in a JBCT treatment team staffing plans.

Psychologist/Program Director (PhD or PsyD): The Psychologist/Program Director shall be a licensed Psychologist (with administrative experience) who shall be responsible for providing administrative and clinical oversight to the JBCT Program. This position shall be responsible for staff coverage and scheduling, assigning responsibilities, ensuring the delivery of services are appropriate and efficient, and ensuring the Program is operating at the level that mutually meets the client's and Contractor's expectations. The Psychologist/Program Director holds responsibilities as administrator, attend to administrative issues and duties as they arise, and interfacing with facility administration as needed. The Psychologist/Program Director shall minimally hold a clinical case load and serve as a consult/clinician for advanced or difficult to manage cases. The Psychologist/Program Director shall communicate on a regular basis with all mental health and psychiatric staff.

The Psychologist/ Program Director shall be responsible for the psychological evaluation, competency assessment, psychometric testing, screening, and restoration plan for all incarcerated persons entering the Program. The Psychologist/Program Director shall create a "restoration plan," including conducting Psychometrics or Psychological Testing to rule out cognitive or psychiatric impairments and malingering. The Psychologist/Program Director shall ensure that each incarcerated person has a treatment regimen tailored to his or her needs and that deficiencies identified from the competency assessment are listed and addressed by specific treatment interventions.

The Psychologist/Program Director shall lead the treatment team in weekly meetings and discussions on the incarcerated person's progress, as well as report writing and review. The Psychologist/Program Director shall be responsible for providing 30, 60, 90-day progress summaries and declaration of competence to the courts. The Psychologist/Program Director shall also assist in providing updates to the court (if needed) as well as testimonies.

Psychiatrist (MD): All incarcerated persons in the Program shall be under the Psychiatrist's clinical authority. The Psychiatrist shall primarily be responsible for medication prescribing, management, stabilization and monitoring. The Psychiatrist shall also make court appearances, attend court proceedings, and provide testimonies, if needed.

Competency Trainer: The Competency Trainer shall be an education specialist who is primarily responsible for the educational and training component of the Program. The Competency Trainer shall use several cognitive remedial or restructuring techniques to teach basic legal concepts, along with helping the incarcerated person understand his or her own legal situation. The Competency Trainer shall provide training, learning, and education in a multi-modal format, utilizing discussions, reading, video, and role-playing. The Competency Trainer shall facilitate experiential methods such as mock trial exercises for the incarcerated person with the involvement of the entire treatment team. Additional remedial and simplified cognitive techniques shall also be provided for incarcerated persons with specific knowledge deficits.

Clinician (LMFT/LCSW/LPC): The Mental Health Clinician shall be responsible for 1:1 supportive or individual therapy, as well as group therapy. The Clinician shall meet with the incarcerated person weekly. Sessions shall be focused on developing coping techniques or other therapeutic strategies that may benefit the incarcerated person throughout the restoration and court process. The Clinician shall also offer multiple group therapy sessions each week.

Administrative Assistant: The Administrative Assistant shall be responsible for management of all paperwork, reports, and summaries that may be requested as part of the incarcerated person's participation in the JBCT Program and/or legal proceedings. The Administrative Assistant shall also serve as a liaison between the courts and the Program. Another important function of the Administrative Assistant shall be to track data deliverables to the County and DSH, including but not limited to: total incarcerated persons admitted to the Program by name, date, etc.; number of individuals successfully restored; number of formal evaluations and reports to the court; date of admission and length of time from admission incarcerated person was declared competent; demographics of incarcerated persons served and diagnosis; and number of malingerers.

11.6 Priority of Therapist Appointments

Contractor shall prioritize therapist appointments to allow enough time to sufficiently serve each incarcerated person and provide appropriately intensive services.

Individual competency sessions shall supplement material learned in groups so that treatment occurs at the pace appropriate to the individual, utilizing materials that complement his or her preferred learning style, and taking in to account any learning disabilities he or she manifests. Individual sessions shall be used to discuss each individual's charges and the specific penalties he or she could face if found guilty of the charge; to clarify misperceptions unique to that individual; to focus on deficits that interfere with competency specific to that individual; and to address delusional beliefs.

Once an incarcerated person has demonstrated improved behavior and mental status through programming and stabilization on psychotropic medications, the Competency Trainer shall work with the incarcerated person using cognitive remedial techniques and other exercises to train and educate the incarcerated person on mainstays of the court process. The Competency Trainer shall assist the incarcerated person to better understand his or her charges and other legal information through individual or group sessions. To further reinforce the court process, mock trials are facilitated by the Competency Trainer with involvement of the treatment team.

Additionally, a Clinician meets with the incarcerated person weekly. These sessions are focused on developing coping or other therapeutic techniques that may benefit the incarcerated person throughout the restoration and court process.

11.7 5150 Procedure and Suicide Prevention Plan

Contractor shall play an active role in managing mental health emergencies. Incarcerated persons demonstrating self-injurious behaviors and increased suicide risk shall be placed on constant observation until a comprehensive mental health evaluation can be completed and an appropriate disposition determined. Designated space, such as safety cells, is used as a protective environment for incarcerated persons exhibiting behaviors that require close monitoring.

When incarcerated persons are in crisis, they shall receive regular visits from mental health staff in order to provide support and evaluate their risk. Providing supportive and diagnostic services to incarcerated persons when they are in crisis shall:

- **a.** Provide needed support to the incarcerated person
- **b.** Manage utilization of medical services (research has demonstrated that many people in crisis seek medical attention when their needs are more psychological) and provide a point of collaboration with the psychiatric provider if a medication adjustment or re- assessment is needed

Mental health staff shall perform scheduled rounds and evaluations when incarcerated persons are placed in observation or isolation. Incarcerated persons shall be cleared from close observation and suicide watch only by a qualified mental health professional (QMHP). Incarcerated persons shall be cleared from close observation and suicide watch only by a qualified mental health professional (QMHP).

Mental health staff meet shall daily with custody staff to share relevant information, to review the status of incarcerated persons on constant observation, and to make determinations regarding continued observation or return of incarcerated persons to general population. A

QMHP shall determine when an incarcerated person can be returned to general population, with documentation in the incarcerated person's health record regarding the decision.

11.7.1 Holds

Contractor shall work with the County's Behavioral Health Department for Welfare and Institution Code (W&IC) Section 5150 evaluations, including the County transferring the incarcerated person to the emergency room and/or a designated treatment facility.

Designated mental health staff shall identify incarcerated persons in need of involuntary commitment and initiate the application for a 72-hour W&IC 5150 hold. Contractor's staff shall coordinate with custody staff for custody staff to transfer the incarcerated person to a Lanterman-Petris-Short (LPS) treatment facility, a Psychiatric Health Facility (PHF), or an emergency department.

In the event that an incarcerated person is identified as requiring care within a PHF, but there is no bed readily available, Contractor shall work with the County to identify a safe location in the facility for the incarcerated person until they can be placed in the PHF.

If an incarcerated person(s) who was placed on a 5150 W&I hold and that 5150 hold expires or is revoked, Contractor shall coordinate with the County on a case by case basis to re-accept the incarcerated person(s) so long as the incarcerated person(s) can be appropriately cared for in the jail as set forth in Section 10.1.2.

11.7.2 On-call Coverage

An appropriately licensed psychiatrist or mid-level psychiatric provider shall be available on call 24/7 for emergencies.

11.7.3 Suicide Prevention Plan

Contractor shall implement a Suicide Prevention Program, which is based on policies and procedures that address education, screening, intervention, special needs treatment plans, and ongoing care. The Program shall include enhanced staff training, assessment using the Columbia-Suicide Severity Rating Scale (C-SSRS), and monitoring of individuals at increased risk for suicide. Mental health staff also provide support to those who have been affected by suicide and may need help adjusting to the situation.

a. Enhanced Staff Training: Contractor training for healthcare staff shall include an intense focus on suicide prevention and emphasize communication and teamwork between healthcare and custody staff. Contractor shall train both healthcare and custody staff to recognize when a incarcerated person needs emergency mental health care, based on questions asked at intake, identified risk factors, and warning signs of self- harming behavior.

Contractor shall provide ongoing and frequent staff training on suicide prevention for the Contractor Suicide Prevention Program. Suicide prevention training shall be a mandatory part of Contractor's new employee orientation and shall also be required a minimum of twice annually for all Contractor employees and

subcontractors. As part of Contractor's continual focus on suicide prevention and awareness, Contractor Regional Mental Health Directors shall distribute monthly suicide prevention bulletins to the entire company.

b. Identification of Risk: Risk of suicide is highest during the first 48 hours of incarceration, as well as during the detox process and the following week. Because it is crucial to identify this risk immediately, the Contractor intake screening tool shall contain an enhanced suicide potential screening. Individuals having suicidal ideation or appearing to be in crisis shall receive an urgent referral to mental health staff.

Mental health staff shall complete a mental status exam and assess the incarcerated person's risk level. When an incarcerated person is determined to be at risk of self-harm, mental health staff shall complete a Suicide Watch Initial Assessment and start suicide watch. The Contractor Suicide Watch Initial Assessment uses the C-SSRS to aid in determining whether an incarcerated person is at risk for suicide, assess the severity and immediacy of the risk, and gauge the level of support needed.

Incarcerated persons may report suicidal ideation to medical, mental health, or custody staff. Custody staff and family members also may express concerns. Regardless of the source, Contractor staff shall promptly follow-up on and document these concerns. Contractor shall take all suicidal behaviors and attempts seriously, and staff shall be trained to respond appropriately. Contractor shall place incarcerated persons believed to be a suicide risk on suicide watch until they can be evaluated by mental health staff and ultimately cleared by a qualified mental health professional.

c. Referrals and Monitoring: Incarcerated persons demonstrating self-harming behaviors, those identified as suicide risks, and those who appear to be in crisis, shall receive an urgent referral to mental health staff for immediate evaluation. Contractor shall recommend placing these incarcerated persons on constant observation until mental health staff can complete the evaluation and determine an appropriate disposition. Contractor shall increase monitoring appropriate to the level of risk. Contractor suggests the following options for those at risk for self-harm:

d. Continuous Watch: Constant observation of the incarcerated person

e. Staggered Watch: Direct observation of the incarcerated person at staggered intervals at least twice every 30 minutes

When an incarcerated person is placed on suicide watch, mental health staff shall monitor the incarcerated person daily and create a treatment plan for follow-up care. When an incarcerated person is released from suicide watch by a licensed mental health professional, follow-up by mental health staff shall occur based on a clinical algorithm, starting within 1-3 days post-suicide watch; there are typically 2-3 follow-up visits. The C-SSRS shall be administered to assist in supporting the clinical decision to discontinue the watch.
Mental health staff shall develop a treatment plan addressing suicidal ideation and its re-occurrence and provide additional follow-up care as clinically indicated.

f. Notification and Reporting: The HSA, Medical Director, and facility administration shall be informed of any suicide attempts. Suicide attempts are considered a significant event and require a retrospective review.

g. Community Referral: If an incarcerated person who is scheduled for release was determined to be at moderate or high risk for suicide on their most recent suicide risk assessment and this incarcerated person is scheduled to be released, the Crisis Stabilization Unit (CSU) will be notified. If the incarcerated person is willing, arrangements may be made to transport the incarcerated person to the CSU. When the mental health team is given advanced notice of the pending release, a Contractor mental health clinician will evaluate the incarcerated person and initiate appropriate referrals for follow-up care in the community prior to the scheduled release if immediate crisis assessment is not needed.

12. Substance Use Disorder

Contractor shall ensure that incarcerated persons experiencing substance use disorders are assessed and properly managed by qualified healthcare or mental health professionals as required under Title 15, CalAIM and NCCHC guidelines. Incarcerated persons shall be screened for substance use during the intake screening, health assessment, and during other health encounters. Contractor staff shall make appropriate provider referrals for those incarcerated persons who have a medical condition that would be significantly impacted by alcohol and/or drug use.

12.1 Booking Screening

Contractor shall provide medically supervised on-site withdrawal management services in accordance with all applicable standards of treatment. When medically indicated, incarcerated persons shall undergo complete medical stabilization for withdrawal management, minimizing risk of adverse symptoms and the need for off-site treatment.

Contractor shall ensure that all healthcare and custody staff are trained to recognize the signs and symptoms of withdrawal and to take the proper next steps to safely manage incarcerated persons experiencing these symptoms. The Contractor Withdrawal Management Program and Policies shall incorporate the following:

a. Intake screening **–** Proactive identification of those at risk

b. Observation and Monitoring **–** Monitoring and assessment tools utilized to ensure incarcerated persons receive treatment as indicated and do not progress to a critical state

c. Treatment **–** Using American Society of Addiction Medicine (ASAM) national practice guidelines

12.1.1 Intake screening

Many individuals arrive in the correctional setting under the influence of drugs or alcohol. Significant histories of substance use increase the possibility that they shall experience some degree of withdrawal. Therefore, the Contractor intake screening shall include questions regarding types of substances used, time of last usage, frequency and amount of usage, length of time using, and side effects experienced when ceasing use in the past. During the intake screening, Contractor staff shall use a standardized form to evaluate all arrestees for signs and symptoms of withdrawal or serious intoxication, including:

a. Anxiety and agitation
b. Disorientation
c. Visual and auditory disturbances
d. Nausea and headache
e. Tremors
f. Paroxysmal sweats
g. Elevated pulse, respiratory rate, and blood pressure

Individuals who report alcohol and/or drug dependence or who are identified as being at risk for withdrawal shall receive a more in-depth assessment. Contractor staff shall complete this assessment using the Addiction Research Foundation Clinical Institute Withdrawal Assessment – Alcohol (CIWA-Ar) and/or the Clinical Opioid Withdrawal Scale (COWS).

Contractor medical personnel shall also use the CIWA-Ar/COWS tools to determine the responses of incarcerated persons to medications given to stabilize withdrawal symptoms.

12.1.2 Observation and Monitoring

Individuals determined to be at risk for alcohol or drug withdrawal shall undergo withdrawal monitoring as part of the medical stabilization process. When an incarcerated person is identified as high risk for withdrawal, nursing staff shall contact the physician/mid-level provider on duty or on call. Based on the incarcerated person's clinical presentation, the provider may recommend placing them in observation.

Incarcerated persons experiencing withdrawal from alcohol, opiates, or benzodiazepines shall be monitored for at least five days or longer if deemed necessary by the provider. Incarcerated persons undergoing withdrawal monitoring shall be assessed by medical personnel 2-3 times daily and anytime requested by facility staff. Assessments shall include CIWA/COWS checks to determine the incarcerated person's level of withdrawal.

During each assessment, the incarcerated person shall undergo a short mental health screen that assesses current thoughts of suicidality, hopelessness, or recent bad news. A positive answer to any of these questions shall result in the incarcerated person being placed on suicide watch and the mental health provider being called.

12.1.3 Treatment

Contractor shall establish a best practice for determining the medications to be used, the frequency of use, and the starting dose of these medications. This best practice shall be translated into an order set used by practitioners to manage and treat the symptoms of withdrawal. This document shall establish the minimum amount of medication that should be used to treat incarcerated persons going through withdrawal, thus allowing for real-time use for most incarcerated persons. Individual treatment plans shall be developed for those who do not respond as expected.

a. Alcohol and Benzodiazepine Clinical Decision Support Tools: A Contractor physician shall establish an individualized treatment plan immediately upon identifying an individual as being at risk for withdrawal from alcohol and/or benzodiazepines. The treatment plan shall be based on the physician's assessment of the incarcerated person's condition and may include prescribed pharmaceutical therapy, as indicated. The Regional Medical Director shall orient clinicians regarding effective management of care based on specific criteria.

b. Opioid Use Disorder Clinical Decision Support Tools: Withdrawal from opioids has significant clinical implications and can lead to an unstable clinical condition if the incarcerated person is pregnant, aged, has multiple co-morbidities, or is otherwise fragile. Opiate withdrawal medical stabilization shall be initiated based on the incarcerated person's clinical history and likelihood that the incarcerated person shall undergo opiate withdrawal. Nursing personnel shall typically identify the risk for developing opiate withdrawal during or shortly after the incarcerated person's arrival.

Because opioid withdrawal during pregnancy may be associated with adverse impact on the fetus, pregnant females should not stop any Medication Assisted Treatment (MAT) already in progress.

If an incarcerated person is noted to be opiate-dependent (and not pregnant), withdrawal management shall be based upon clinical stabilization using one of three medication strategies: buprenorphine, methadone, or Alpha-2 Adrenergic Agonist (Clonidine) augmented by adjunctive medications for targeted symptoms. Unless the incarcerated person is pregnant, one standard for opioid dependency in a correctional setting is to permit withdrawal in a controlled manner using one of the above three medication strategies. Incarcerated persons determined to be at risk for drug withdrawal shall undergo withdrawal monitoring. Severity of the withdrawal is assessed using the Clinical Opiate Withdrawal Scale (COWS). This tool scores the specific signs and symptoms associated with opiate withdrawal. The total of these scores relates to the severity of the withdrawal.

Nursing staff shall contact the physician on duty or on call when incarcerated persons are identified as high risk for withdrawal. Based on the clinical presentation of the incarcerated person, the provider may recommend placing them in medical housing. Incarcerated persons experiencing withdrawal from opiates shall be monitored for at least five days or longer if deemed necessary by the provider. Practitioners are encouraged to utilize the COWS protocol in conjunction with scheduled monitoring to ensure effective stabilization of those individuals at risk for opiate withdrawal. COWS is an effective tool to monitor patient response to interventions and make medication and monitoring adjustments.

12.1.4 Naloxone

Contractor shall work with the County on identifying incarcerated persons who are eligible for the County's naloxone distribution program, which educates eligible incarcerated persons on the use of naloxone in the case of opiate overdose and provides materials and medication in the incarcerated person's property for use after leaving custody. Those found in need shall have naloxone added to their property and shall receive it upon release from custody.
Contractor shall have Narcan (naloxone) stocked with their emergency response supplies. Narcan is used in the event of an emergency for at-risk incarcerated persons or anyone who is suspected of having an opiate/opioid overdose. Specifically, any incarcerated person found to be unresponsive with unknown cause, or pulseless or apneic, should be given Narcan early on as part of the resuscitative process. Contractor nursing staff shall be trained in Narcan administration and are encouraged and empowered in its use in order to save lives.

12.2 Medication Assisted Treatment (MAT)

Contractor shall ensure access to appropriate Medication Assisted Treatment (MAT) services for incarcerated persons with opioid dependence, whether the incarcerated person is currently receiving treatment in the community or needs to begin new treatment while in custody. Contractor shall collaborate with the County to develop a comprehensive MAT Program for incarcerated persons with Opioid Use Disorder (OUD) and to coordinate continuity of MAT services upon discharge, as appropriate. Contractor shall participate in collaborative groups when and as requested by County.

A comprehensive MAT Program provides for counseling along with maintenance treatment for individuals who become incarcerated while on a treatment program, or induction for incarcerated persons with OUD. All three forms of FDA-approved medication (methadone, buprenorphine, and naltrexone) shall be available so that the best course of treatment can be determined for each individual.

Contractor's goal should be to provide effective treatment and counseling in order to prevent overdose deaths and stem the cycle of recidivism.

Opioid Use Disorder: Opioid Use Disorder (OUD) falls under the general category of Substance Use Disorder (SUD) and, according to the Diagnostic and Statistical Manual of Mental Disorders (DSM–5), is marked by:

- **a.** Compulsion and craving
- **b.** Tolerance
- **c.** Loss of control
- **d.** Withdrawal when use stops
- **e.** Continued opioid use despite adverse consequences

12.2.1 Staffing for MAT Program

The staffing plan for the WBCF has adequate clinician (physician/mid-level) staffing to accommodate the needs of an expanded MAT program.
An RN or LVN shall provide regular dosing and related labs. A SUD Counselor shall counsel MAT incarcerated persons and consult with each incarcerated person and coordinate with the embedded Correctional Counselor to determine a specific plan for accessing necessary resources upon release. The SUD Counselor shall have experience providing counseling for substance use

disorder. Services will be provided up to the program's available capacity and within the scope of available resources and staffing as agreed upon by both parties.

Contractor Proposed Staffing for MAT Program									
Day Shift									
Position	**Mon**	**Tue**	**Wed**	**Thu**	**Fri**	**Sat**	**Sun**	**Hrs/Wk**	**FTE**
MAT Coordinator / Dosing Nurse (RN/LVN)	**8**	**8**	**8**	**8**	**8**			**40**	**1.0**
MAT Dosing Nurse (RN/LVN)						6	6	12	0.30
SUD Counselor	8	8	8	8				32	0.80
MAT Mid-Level Provider PA/NP	6		6					12	0.3
Total Hours/FTE – Day								96	**2.4**
Total Hours/FTE per week								**96**	**2.4**

MAT Coordinator (RN)
· Conduct daily assessment of CIWA/COWS patients
· Assist with SUD screenings
· Make appropriate referrals to mental health and/or provider for treatment
· Ensure patients has appropriate labs and drug screens ordered
· Coordinate with security to ensure med pass remains on schedule
· Coordinate all internal appointments
· Coordinate patient flow through MAT process beginning to end; fills in where any need is discovered
· Coordinate with local methadone clinic if methadone treatment is needed
· Perform any MAT nursing functions in the event extra assistance is needed

SUD Counselor
· Support individuals in their recovery from substance use disorders
· Conduct 3-4 group counselling sessions weekly
· Conduct monthly counseling with each individual; minimum of one visit per patient
· Contribute to the treatment plan and participate in multidisciplinary team meetings
· Provide crisis response and intervention services
· Diagnoses substance use disorders if this is within the scope of certification/licensure

13. Pharmaceutical Services

13.1 Pharmacy Services and Standards

Contractor shall provide pharmaceutical services in accordance with Title 15, applicable CalAIM pharmacy-related and Medi-Cal Rx requirements, and NCCHC standards, as well as all applicable laws, guidelines, policies and procedures, and accepted community standards.

Contractor may subcontract Nevada County's pharmaceutical services to a California licensed pharmacy that can provide pharmaceutical services in accordance with Title 15, CalAIM, and NCCHC standards as well we all applicable laws, guidelines, policies and procedures, and accepted community standards. Contractor shall ensure that vendor is a full-service pharmacy available 24/7, providing accurate and timely dispensing and delivery.

Contractor shall ensure that vendor maintains all pharmaceutical licenses in accordance with state and federal regulations. Contractor shall ensure:

- **a.** On-time delivery with accessible local backup pharmacy to ensure 24/7 availability
- **b.** Computerized systems for provider ordering through medication administration
- **c.** Inventory management and medication reordering
- **d.** Safe medication administration practices
- **e.** Simplified processes for emergency medication ordering and formulary exceptions
- **f.** Accurate medication order delivery
- **g.** Knowledgeable and accessible customer service available 24/7

13.1.1 Consulting Pharmacist Services

Contractor's consulting pharmacist shall review the on-site pharmaceutical program on a regular basis per state regulations. The pharmacist's review shall be documented, and a report shall be provided to the facility administrators. The Quality Improvement Committee shall review the report and establish action plans for identified problem areas.

Contractor's consulting pharmacist shall perform the following duties:

- **a.** On-site audits consistent with Title 15 and NCCHC guidelines
- **b.** Quality assurance reviews
- **c.** Written reports identifying any areas of concern and/or recommendations for improving pharmacy services
- **d.** Inspections of stock medication storage areas
- **e.** Assure that all medications are stored under proper conditions
- **f.** Remove and replace all compromised or expired medications
- **g.** Participate in meetings of the Pharmacy and Therapeutics Committee

13.2 Compliance with Regulations

Contractor shall comply with all applicable state and federal regulations regarding the purchase, storage, and dispensing of medications. Contractor's pharmaceutical management program for Nevada County shall include formulary and non-formulary oversight; prescribing, filling, and administering of medications; record keeping; appropriate licensure; DEA management; and the secure and proper storage of all medications.

13.3 Medications Following Booking

During the intake screening, Contractor's staff shall ask each arrestee about preferred providers and medical, dental, or mental health treatment in progress. When it is determined that an arrestee was receiving medical or mental healthcare in the community, nursing staff shall attempt to verify medications and obtain treatment information from community providers to facilitate continuity of care.

Individuals who report medication use at intake shall be asked to complete a Release of Information (ROI) so the medication verification process can begin. Verified medications shall be reviewed by a prescribing clinician and continued as clinically indicated. Prescription medications shall only be prescribed by licensed physicians, physician's assistants, or nurse practitioners within the scope of their licensures. Medications for life-threatening or serious chronic diseases are not delayed upon admission. If there is an immediate need to initiate

medication, the medication shall be obtained from the backup pharmacy.

If the medication verified is not considered a formulary medication, the medication order shall be bridged for up to 30 days to ensure no break in care while allowing time for a clinician to review. Verified medications (whether formulary or not) shall be provided within 14 hours of booking and continued throughout the duration of an individual's placement unless the individual reports side effects, poor response to the regimen, or a different medication is considered more clinically appropriate for the individual's current symptom constellation.
If a non-formulary medication is to be continued after the initial bridge order, the prescribing clinician shall request continuation of the medication, to include a brief clinical rationale for the medication, through the Contractor Non-Formulary Medication Request process.

13.3.1 Formulary Management

Contractor shall use a formulary to manage pharmaceutical costs for Nevada County. The Contractor's formulary shall be continually reviewed and modified as needed through addenda and memoranda to reflect any changes to the paper copy or electronic format.

Immediate changes, with the approval of the Contractor's Medical Director and the County, shall be incorporated with the release of new medications, when clinical information identifies previously unknown safety concerns, and when generic products become available.

Utilization is important for formulary management and development. Contractor's Contract Pharmacy Provider shall review and provide evidence-based literature review articles specific to areas that may affect utilization and the cost-effectiveness of medications. Pricing increases and decreases also shall be monitored daily.
To assist in this effort, Contractor's Contract Pharmacy Provider's pharmacists shall receive monthly price change reports for review, as well as monthly information from Contractor's Contract Pharmacy Provider's wholesaler when new medications are expected to receive generic approval and pricing. This information shall be provided to the Contractor's Pharmacy and Therapeutics Committee for review when assessing a medication's formulary status.

a. Pharmacy and Therapeutics (P&T) Committee: Contractor shall have a Pharmacy and Therapeutics (P&T) Committee that monitors pharmaceutical processes and utilization practices at the WBCF. The P&T Committee shall be responsible for managing the formulary and balancing efficacy, safety, and cost of certain medications by requiring prior approval. The P&T Committee shall be multidisciplinary and shall meet quarterly. Copies of P&T Committee meeting minutes and related reports shall be provided to the facility administrators.

b. Formulary Exceptions**:** As part of the intake screening process, Contractor's staff shall attempt to obtain treatment information from community providers and verify medications to facilitate continuity of care. During the intake screening, Contractor's staff shall ask each arrestee about preferred providers and medical, dental, or mental health treatment in progress. They shall also ask the arrestee to complete a Release of Information (ROI) in order to request and obtain medical

and/or mental health information. The ROI shall also allow Contractor's staff to begin the medication verification process.

Medications that are verified shall be reviewed by a prescribing clinician and continued as clinically indicated. If the medication verified is not considered a formulary medication, the medication order shall be bridged for up to 30 days to ensure no break in care while allowing time for a clinician to review the clinical necessity of the medication.

If a non-formulary medication is to be continued after the initial bridge order, the prescribing clinician shall request continuation of the medication (to include a brief clinical rationale for the medication) through the Contractor Non-Formulary Medication Request process. The Regional Medical Director shall review non-formulary requests on a daily basis. The HSA shall be notified if a non-formulary medication is ordered without the appropriate use of a non-formulary request form.

Given the nature of jails as short-stay facilities, verified medications (whether formulary or not) shall typically be continued throughout the duration of an individual's placement unless they report side effects, have a poor response to the regimen, or a different medication is considered more clinically appropriate for the individual's current symptom constellation.

c. United States Marshall Services (USMS) Incarcerated Person(s):

Contractor shall be responsible for completing the pre-authorization from the USMS Third Party Administrator (TPA) on any federal incarcerated person(s) prescription. The TPA contracts with the USMS managing the pharmacy program with mail order and local pharmacy services. In addition, the TPA dictates the pre-authorization workflow, the drug formulary, and prescription coverage. The authorization workflow requires the prescription to be submitted to the pharmacy for coverage determination. While Contractor is willing to work with the TPA for coverage and prior authorization, the care needs of the patient may supersede the authorization window.

Contractor's pharmacy shall be responsible for billing USMS for any prescription costs incurred that are covered by USMS. If Contractor does not attempt to receive prior authorization from USMS, Contractor shall bear the cost of the prescription.

Contractor will notify Jail Command Staff immediately if a USMS incarcerated person(s) is transferred to WBCF without the appropriate seven (7) day supply of prescribed medications.

d. Generics, Narcotics, and Off-Label Use: Contractor shall prescribe generic medications whenever possible unless the clinician provides justification for a brand name request. Contractor shall track the percentage of generic versus non-generic use and provide statistical reports on all areas of pharmaceutical management.

Only non-narcotic medications shall be ordered in general population. Incarcerated persons who may require narcotic medications for a short-term

purpose or otherwise, shall be housed in the appropriate non-general population for the period that the medications are prescribed and shall have the appropriate oversight by medical personnel.

In accordance with Contractor's policy, providers shall be instructed to use sleep and pain medications only when clinically indicated.

Contractor's policy shall discourage the dispensing of medication (prescription or OTC) for any off-label use.

13.4 Medication Costs

Contractor is proposing a $15,000 annual aggregate cap for HIV/AIDS, hepatitis C, organ transplant, cancer, and neuromuscular medications, consistent with the current contract. Any medications associated with the cap that are returned for a credit shall be credited back to the County as expediently as possible. Contractor shall be responsible for the cost of all other medications administered.

Contractor's pharmacy shall be responsible for billing for any prescription costs incurred for a USMS incarcerated person. If Contractor does not receive prior authorization, Contractor shall bear the cost of the prescription.

13.5 Medications upon Release from Custody

Contractor shall ensure that patients shall be able to obtain an adequate supply (up to 30 days, as clinically indicated) of required medications, based on their discharge plans, to accommodate the transition of care to a community provider and ensure no lapse in care. Contractor will attempt to provide discharge medications, in hand, at the time of release. However, in the event the incarcerated person's release timeline does not allow for this, Contractor will prioritize ensuring patient can pick up a prescription at the pharmacy of the incarcerated person's choice. In that case, contractor shall prescribe the incarcerated person's prescription(s) into an in-network local pharmacy of the incarcerated person's choice. Prior to discharge, Contractor staff shall educate these incarcerated person on how to obtain and maintain their medications and shall coordinate with the embedded Correctional Counselor to provide links to community resources for prescription services.

13.6 Contractor's Responsibility

Contractor shall maintain responsibility for ordering, maintaining inventory, and disbursing medication.

13.6.1 Electronic Pharmaceutical Management

Contractor shall use the CorEMR pharmacy module for ordering, making assignments, and scheduling refills and other features as noted here: CorEMR can send orders to and receive confirmations from the pharmacy provider. The system imports the facility's drug list and identifies formulary medications. It also allows the filtering of the drug list by name, analgesic category, form, and other criteria. CorEMR can also integrate with incarcerated person wristband identifiers as well as medication identifiers.

13.6.2 Medication Administration

Contractor shall provide written systems and processes for the delivery and administration of medications. Contractor shall tailor medication pass for the facility to ensure the timeliness and accuracy of the process, coordinating with custody staffing and mealtimes, to ensure accurate and effective medication administration.

All medications, including over-the-counter medications, shall be administered by personnel appropriately licensed in the State of California. The Contractor Staffing Plan shall include nursing coverage to conduct medication pass, per physician's orders, at least twice daily for incarcerated persons in general population, and more frequently as needed for those in medical housing or observation, or as medically indicated.

Contractor shall ensure that incarcerated persons receive their medications in a timely manner, according to physician's orders. Medications shall be administered within 24 hours by trained healthcare personnel following the ordering of the pharmacotherapy by the responsible clinician. Contractor staff shall educate incarcerated persons on prescribed pharmacotherapy at the time the therapy is ordered; this education shall be documented in the incarcerated person's health record.

Contractor staff shall receive orientation training in addition to a mandatory CEU regarding medication administration and the prevention of medication errors. Nursing staff shall observe incarcerated persons taking medications, especially when Direct Observation Therapy is required by physician's order. Contractor staff shall also be trained to provide Direct Observation Therapy for medications subject to abuse, psychotropic medications, and those related to the treatment of communicable and infectious diseases.

a. Medication Administration Record

Healthcare staff shall document medication administration and missed doses in an incarcerated person-specific Medication Administration Record (MAR), which shall become a permanent part of the incarcerated person's health record. All information relative to an incarcerated person's prescription shall be recorded in the MAR, which includes instructions, injection site codes, and result codes, as well as non-administered medication reason codes. In the event that an incarcerated person misses or refuses doses on three consecutive days, or if a pattern is noted, the incarcerated person shall be referred to the prescribing clinician and each medication refusal is documented.

CorEMR has an electronic Medication Administration Record (eMAR) customized for correctional settings. It configures med pass times by day and generates med pass prep lists accordingly. These lists can be grouped by housing unit, alphabetically by last name, or by percentage of completion. Each incarcerated person's acceptance or refusal of each dose shall be recorded in the eMAR; graphical and detailed MAR reports can be viewed at any time. Reports include percentage of acceptance for each current medication, as well as the initials for the administering user.

The eMAR shall automatically highlight medication expiration dates and refill notifications. Medications received from the pharmacy shall be shown on an inventory check-in screen. CorEMR can also generate reports showing all prescriptions by drug name or by incarcerated person; prescriptions ordered by date range; medication compliance, refusal, and dosing summary reports; missed doses, and more. The eMAR includes the option to view several months' reports simultaneously.

13.6.3 Inventory Control

Contractor shall ensure that medications and pharmaceutical supplies are stored in a secure, locked area. Bulk supplies shall be kept separate and inventoried weekly and when accessed. Records shall be maintained to ensure adequate control.

Contractor staff shall be responsible for ensuring that all medications are kept secure. The medication room and all cabinets shall be locked when healthcare staff are not present. Incarcerated persons shall not have access to any medication other than those administered by a qualified staff member.

a. Controlled Substances: A limited supply of controlled drugs shall be kept on site under the control of the responsible physician. These medications shall be monitored and accounted for by the HSA or designee. All controlled substances must be signed out to the incarcerated person receiving them at the time they are administered. As an additional level of control, Contractor shall treat certain medications that are not controlled, but have the potential for misuse or abuse, as controlled substances.

All Contractor nurses shall be trained on the proper procedures for administering, storing, counting, and logging controlled substances. Class II, III, and IV drugs shall be counted at the end of every shift by one staff member going off duty and one coming on duty. Any discrepancies in the count must be reported immediately and resolved prior to the present staff going off duty.

Emphasis shall be placed on maintaining a clear auditable "paper trail" that complies with DEA guidelines for accountability and record keeping. Counts shall be tracked in Controlled Substance Logbooks, which shall have a hard bind, an index, and numbered pages to ensure a perpetual inventory and usage record. Controlled Substance Logbooks must be retained on site for five years.

b. Sharps and Supplies: During orientation, each Contractor employee shall receive instruction on how to handle sharp instruments, utensils, and supplies. Needles, syringes, and other high-risk items shall be stored in locked areas and signed out when they are in use and shall never be left unsecured when not in use. Sharps shall be inventoried at each change of shift, and each employee shall be responsible for ensuring that the sharps count is correct.

Contractor's employees shall be instructed to never take the word of co-workers when conducting sharps counts. Used sharps are considered biomedical waste and shall be discarded directly into leak-proof, puncture resistant containers that have been designed for this purpose.

13.7 Tracking of Medication Costs and Credits

Contractor shall provide a monthly customized pharmacy reports to meet the County's specific needs. Contractor shall provide statistical reports for pharmaceutical management to analyze monthly usage and expenditures and understand prescribing habits and trends. Analysis of monthly utilization data, formulary management data, expenditures, clinical metrics, poly-pharmacy prescribing data, and overall prescribing habits of clinicians shall be utilized for the proper management of budgetary dollars, ensuring proper care, and

optimizing patient outcomes.

Statistical data shall be accompanied by graphs illustrating usage and trends.

Any medications associated with the cap that are returned for a credit shall be credited back to the County as expediently as possible.

14. Dental

Contractor shall arrange or provide care to address emergent/urgent and painful dental conditions. Dental care shall be provided under the direction and supervision of a licensed dentist, in accordance with NCCHC, CalAIM, and Title 15 standards. Basic preventative and restorative care shall be provided.
Cosmetic dental care and orthodontia shall not be provided.

Contractor shall provide dental services to satisfy the dental care needs of the incarcerated person population in accordance with NCCHC and Title 15 standards. Contractor shall take the dental needs of its patients very seriously, as dental health can have a serious impact on the overall physical health of an incarcerated person. Neglect of dental needs can lead to serious infection, affecting both the health of the incarcerated person and cost of treatment.

The Contractor dental program for Nevada County shall include screening and examination, triage, emergency and urgent care, restorative care, preventive care, and education for incarcerated persons regarding oral hygiene and preventive practices. The primary emphasis of the dental program shall be the elimination of acute infection, the reduction of dental decay/caries, the reduction of the inflammatory processes of gingival and periodontal disease, the relief of acute pain, and the restoration of function to allow for adequate mastication. In all cases, preventive measures shall prevail, utilizing restorative practices when possible, to minimize extractions.

Dental services, including but not limited to exams and treatment (e.g., emergency fillings and extractions), shall be provided by dental personnel licensed to practice in the State of California. Consistent with the Contractor care philosophy, services are provided on site to the extent possible. The Contractor staffing plan for the WBCF shall include on-site Dentist hours, as well as Dental Assistant hours for assisting the Dentist, managing the treatment schedule and care requests, and properly maintaining and sterilizing all equipment.

14.1 Dental Screening and Examination

During the intake screening, nursing staff shall conduct an oral screening and identify any complaints needing referral. Incarcerated persons shall receive a more in-depth oral screening during the comprehensive health assessment to identify additional dental needs or required referrals. A qualified healthcare professional shall perform the screening and instruct the incarcerated person on maintaining proper oral hygiene. Healthcare staff shall receive documented training from a dental professional on performing dental screenings, including questions to ask and what to look for, and shall be tested on their competency. The dental screening includes:

- **a.** Taking dental history
- **b.** Documenting evidence of visible cavities/decay, missing restoration, or tissue abnormalities
- **c.** Providing oral hygiene instruction and preventive education
- **d.** Initiating dental specialist referrals, if needed

Unless an emergent need is identified during the dental screening, incarcerated persons shall receive an oral examination by a dentist within 90 calendar days of admission. Those

incarcerated for more than 12 months shall receive a dental treatment plan, including X-rays, and cleaning services.

14.2 Prioritizing Response to Dental Needs

Incarcerated persons can request dental services through the sick call process. The dentist shall evaluate the incarcerated person's initial dental screening, assess the severity of the complaint, and schedule a dental exam. After the exam, the dentist shall prioritize and schedule any needed treatment.

If it is determined that non-treatment would compromise the incarcerated person's health, the appropriate dental services shall be provided as soon as possible. The Classification and Priority Treatment Program gives priority scheduling to:

a. Incarcerated persons who need emergency dental treatment, including but not limited to those with abscessed teeth, trauma, and facial swelling
b. Incarcerated persons who have chronic medical conditions such as diabetes, heart conditions, or any condition that compromises their immune system

14.3 Urgent and Emergent Dental Needs

Emergency dental services shall be available as needed. Medical staff shall evaluate the emergency in accordance with dental emergency protocols and refer the incarcerated person to an off-site emergency or dental provider if clinically appropriate. Contractor staff shall arrange transportation to off-site facilities with custody staff if necessary.

A medical practitioner shall evaluate incarcerated persons in need of emergency dental care, with appropriate intervention until the incarcerated person can be seen by a dental practitioner or transferred for emergency care as indicated. Dental needs are categorized as Emergent or Urgent; Emergent intervention is provided within 4 hours; Urgent intervention is provided within 48 hours by a medical practitioner. Emergent and Urgent dental needs shall be addressed by a medical practitioner until a dentist is available.

EMERGENT dental conditions include:	URGENT dental conditions include:
• **Tooth avulsion** • **Suspected fractured jaw** • **Difficulty breathing or swallowing due to swelling from tooth abscess** • **Uncontrollable bleeding** • **Acute cellulites compromising the airway**	• Pericoronitis • Heavy calculus accumulation with inflammation • Visual evidence of decay • Visual evidence of missing filling(s) • Swelling surrounding affected tooth/teeth • Redness of gingival surrounding affected tooth/teeth • Drainage from affected tooth/teeth • Generalized facial/cheek/jaw swelling without compromise to airway

14.4 Performance Measurement

Contractor shall complete regular dental audits to ensure the provision of appropriate services. Dental audits shall be designed to ensure, at a minimum:

a. Proper PPE is worn when treating incarcerated persons
b. Patients are wearing protective eyewear when receiving treatment
c. Instruments are properly sterilized
d. Instrument counts are logged properly
e. Weekly spore counts are conducted regularly
f. All nursing staff have completed dental screening training and competency assessment
g. Proper maintenance of equipment logs
h. Current certifications for anyone taking dental X-rays
i. Sharps counts are conducted and logged properly
j. Peer reviews are current on the dentist

15. Outside Providers/Services

15.1 Referral Arrangements

When an incarcerated person requires hospitalization or specialty services that cannot be provided on site, Contractor shall authorize, schedule, and coordinate the provision of all outpatient services.

Contractor staff shall coordinate with custody staff to arrange security for all off-site specialty care. Incarcerated persons shall not be informed of scheduled appointment dates, times, or the location of outside providers.

15.2 Referral Form

Contractor shall use the Contractor's Care Management system to initiate referrals for off-site treatment, which shall be limited to the chief complaint(s) indicated through medical consultation and/or an approved referral form. Referrals shall be approved based on appropriateness and necessity.

15.2.1 Appointment Scheduling

Once the referral is approved, Contractor staff shall schedule an appointment through the Care Management System, which shall allow healthcare personnel to easily schedule appointments for both on- and off-site specialty services. Appointment scheduling through the Care Management System is a valuable tool for medical staff as they prioritize specialty appointments. This scheduling function makes Contractor's Care Management System an integral tool in the provision of care. Features include:

a. Recurring appointments (ideal for chronic care incarcerated persons)
b. Cancellation of appointments for incarcerated persons who have been released
c. Rescheduling of pending appointments for incarcerated persons who are re-admitted to the facility
d. Easy-to-view daily/weekly/monthly calendars for staff review
e. Queues showing missed appointments (due to security, court appearances, etc.) and allowing for rescheduling

15.3 Contractor's Responsibility

Except for those services covered under Medi-Cal, Contractor's responsibility in cases where extensive medical treatment is necessary is limited to $15,000 in outside medical expenses per individual incarcerated person medical/surgical episode. An episode is a single admission and discharge from a hospital.

15.4 Review of Inpatient Status

In the event that an incarcerated person requires hospitalization, Contractor shall authorize, schedule, and coordinate the provision of all inpatient services. Contractor staff shall make referrals for inpatient care through the Care Management system. Any hospitalizations must be authorized by the site Medical Director.

Contractor shall coordinate inpatient care with local hospitals, including Sierra Nevada Memorial Hospital, when an acute care setting is deemed necessary or in emergency situations. Contractor shall utilize local hospitals whenever possible for inpatient care, coordinating and collaborating with hospital administrations as needed.

15.4.1 Prospective Review (Prior Authorization)

Contractor shall require prior review and authorization of all non-urgent or non-emergent care. Contractor's clinicians shall follow NCCHC standards and correctional guidelines to review and approve services. The site Medical Director shall initiate a second review if standards are not clearly met. Alternative treatment is only at the discretion and direction of a physician.

- Emergency Services: Contractor shall not require prior authorization for emergent services. Medical personnel may make emergency off-site referrals based on established guidelines and their professional interpretation of an incarcerated person's needs. Off- site medical services exceeding the scope of the initial emergent episode are not covered. Unrelated, non-emergent diagnostic services or treatment initiated in conjunction with an emergent event requires prior authorization.

15.4.2 Length of Stay Management

The Contractor's Regional Care Manager for Nevada County shall manage all off-site, inpatient care through daily contact with the hospital. Contractor's Care Management Team shall be notified of inpatient admissions at the time of admission. Contractor's Regional Care Managers and Regional Medical Directors shall follow NCCHC standards, InterQual Criteria, and correctional guidelines to review inpatient services daily.

- Concurrent Review: Contractor's Medical Director of Care Management shall hold clinical rounds via telephone to ensure inpatient stays are appropriate and meet national guidelines (InterQual Criteria) for continued inpatient stay. As a result of this multidisciplinary approach, Contractor shall ensure that inpatient stays are well managed and appropriate transitions of care are completed with improved accuracy.

15.4.3 Retrospective Review

The Contractor shall retrospectively review emergency care. Contractor shall use a retrospective review process to resolve claims issues, determine appropriateness of care post-delivery, and perform focused reviews. Contractor shall perform focused reviews at the request of the provider.

15.4.4 Discharge Planning

Contractor shall manage a robust hospital discharge planning process, which shall begin at inpatient admission to ensure that excellent care continues from hospital

discharge through return to the facility.

15.4.5 Documentation and Follow-up

Medical staff shall see incarcerated persons returning from a hospital stay for follow-up during the next provider sick call clinic and document the follow-up in the incarcerated person's health record. All information and documentation returned with the incarcerated person shall become part of the incarcerated person's health record, including a detailed discharge summary, along with a disposition and instruction sheet describing actions taken, orders written, and treatments performed.

15.5 Hospitals

Contractor shall maintain an established provider network for access to care that cannot be provided on site. Contractor shall provide copies of clearly defined written agreements of understanding for the County's approval, ensuring the best possible programs for Nevada County's detained populations.

Contractor shall maintain a Network Development Department focused on creating correctional provider networks through partnerships with hospital systems and specialty physicians. At the direction of the County, the Network Development Team shall contact on-site and off-site subcontractors and specialists to develop and finalize agreements on the County's behalf.

Contractor shall obtain Letters of Intent from two local hospitals—Sierra Nevada Memorial Hospital and Tahoe Forest Hospital. Contractor shall also obtain Letters of Intent from Aegis Treatment Center, Contractor's partner for MAT services in Nevada County, and Women's Health Specialists, a local OB/GYN provider

15.6 Medi-Cal Payment

Contractor shall coordinate with the County to facilitate Medi-Cal County Incarcerated person Program (MCIP) eligibility of incarcerated persons and Medi-Cal payment for Medi-Cal covered services.

15.7 Other Third-party Payment Capabilities

Contractor shall assist in deferring all eligible inpatient hospitalization expenses when possible. Contractor shall Contractor shall provide medically necessary healthcare services while also being proper stewards of limited taxpayer resources. As part of this focus, Contractor shall properly account for all adjustments and reimbursements from applicable sources and shall ensure that hospitals are aware of any third-party payer avenues. Contractor shall obtain prior authorizations and complete co-pay arrangements with hospitals and providers.

Contractor staff shall ask every arrestee at intake if they have insurance; if the arrestee has private insurance or other payment options available, Contractor shall notify the hospital of the appropriate agency to invoice (the incarcerated person is responsible for any co-pays or deductibles). Private insurance carriers have financial responsibility when an incarcerated person leaves the correctional facility for either outpatient or inpatient services, provided that the individual's insurance premium is paid and current. Such coverage typically includes services provided by physicians, hospitals, or other freestanding facilities.

When an incarcerated person has private insurance, Contractor shall work with the service provider to coordinate private insurance. Providers that obtain authorization from the insurer

are responsible for billing the insurance carrier. If an incarcerated person is uninsured, Contractor shall work to identify a shalling service provider and negotiate rates.

Contractor's subsidiary third-party administrator (TPA), Health Cost Solutions (HCS), shall handle all aspects of claims adjudication, including incarcerated person eligibility verification, authorization management, claims editing, payment determination, and remittance/explanation of payment to providers.

15.8 Third-party Payer information

Contractor shall provide outside providers with third-party payer information when available. If an incarcerated person has private insurance or other payment options available, Contractor shall notify the hospital of the appropriate agency to invoice (the incarcerated person shall be responsible for any co-pays or deductibles).

Contractor's Care Management System shall contain information on payment responsibility for inpatient treatment costs. The system shall interfaces with Contractor's claims system, so if such invoices are inadvertently sent to Contractor for payment, Contractor shall contact the off-site provider and advise them as to the appropriate location to resubmit their invoice for payment.

15.9 Accounting of Third-party Payments

Contractor shall provide the County with a quarterly accounting of third-party payments.

Contractor shall provide an Event and Expense Detail Report, which itemizes each off-site referral entered into the Care Management System and tracks important cost data. Contractor staff shall review the Event and Expense Detail Report at least monthly to confirm the report is correct. This report shall be used to establish the monthly off-site cost accrual in the facility's financial statements.

Contractor staff shall be trained to review this report for accuracy on a weekly basis to identify:

- **a.** All events are showing up on the report (compare the events on the report to any internal tracking process)
- **b.** Dates of service are accurate, especially ER dates
- **c.** All provider information is showing up on the report
- **d.** No duplicate records
- **e.** All referrals are in the correct category (e.g., Ambulance, Off-site, Dialysis, Radiology)
- **f.** Incarcerated person type is correct (e.g., State, Federal, ICE)
- **g.** All dialysis appointment dates are listed
- **h.** Discharge dates are entered and accurate and Custody Release Dates are entered when appropriate.

15.10 Elective Healthcare

Contractor shall not provide or make referrals for elective healthcare care that can safely be provided when an incarcerated person is released from custody.

16. Laboratory Services

16.1 Vendor's Responsibility

Contractor shall provide and pay for on-site laboratory services through Contractor's national contract with Laboratory Corporation of America (LabCorp).

The laboratory program for Nevada County shall include necessary supplies, timely pickup

and delivery, and accurate reporting within 24 hours on most labs. Contractor shall ensure that all qualified healthcare personnel are trained in the collection and preparation of laboratory specimens.

a. Lab Formulary: Contractor and LabCorp shall establish a lab formulary to manage laboratory costs. As part of Contractor's agreement with LabCorp, discounted pricing for lab tests shall be renegotiated on a regular basis to ensure savings for clients. The lab formulary shall include the most commonly required tests, which shall allow Contractor's staff to expedite the ordering process by easily selecting the appropriate tests.

Should a medical provider recommend a test outside the approved lab formulary, a non- formulary request must be approved before the test can be completed. Contractor's staff shall complete non-formulary requests through our Care Management System. The non- formulary request shall be reviewed by the Regional Medical Director, who shall either approve the lab test or suggest an alternative plan, which may or may not be approved by County

b. Lab Interface: CorEMR shall interface with LabCorp, making CorEMR the sole repository for information regarding all patient services. This shall allow for test results to be reviewed and managed by healthcare practitioners in a timely and efficient manner. LabCorp can automatically upload test results into CorEMR; if the results indicate a critical situation, LabCorp shall call the provider to alert them. Staff shall be notified when results are received into the incarcerated person's record, with notation if results indicate critical values. All results imported into CorEMR shall be placed on the action list for the on-site provider, who reviews and electronically signs off on all results.

16.2 CLIA Certification

LabCorp is CLIA (Clinical Laboratories Inspection Act) certified and complies with the Clinical Laboratory Improvement Amendments of 1988.

16.3 Client Confidentiality

The laboratory program for Nevada County shall comply with all standards set forth by the American College of Pathology and all Nevada County, State of California, and Federal requirements for medical pathology, specimen handling, testing, reporting, and incarcerated person confidentiality.

16.4 On-site Laboratory Tests

The majority of laboratory tests shall be conducted on site, including hematology, serum pregnancy, urine culture and sensitivity, infectious disease testing, various chemical panels, blood sugar, and stool for blood.

16.5 Emergent/Rush Service Requests

Contractor shall provide emergent/rush (STAT) service requests for laboratory tests 24/7. STAT labs shall be provided by Sierra Nevada Memorial Hospital. A medical provider shall review and sign off on all laboratory results, which shall be reported via LabCorp's interface with CorEMR. If test results indicate a critical value, the provider shall also receive an alert via telephone. All laboratory results shall be reviewed within 24-48 hours (72 hours for weekends and holidays); the provider shall be notified immediately to review all STAT lab

reports and any abnormal test results. Where preliminary results are available, they shall also be presented for medical review.

Contractor shall train all on-site staff on Contractor's laboratory policies and provide a diagnostic procedure manual that includes reporting on STAT and critical values. All diagnostic laboratory reports and any resulting plans for follow-up care shall be made part of the incarcerated person's healthcare record. The reviewing provider shall assess the follow-up care indicated and determines whether there are discrepancies between the clinical observations and the laboratory results. If discrepancies exist, the provider shall document a clinical assessment and provide appropriate follow-up, including reordering of the lab tests.

16.6 Point of Care Tests

Contractor shall offer relevant and clinically important point of care tests, such as urine pregnancy and blood glucose.

17. Emergency Care

17.1 Familiarity with Common Medical Emergencies

Contractor shall provide 24-hour emergency medical, dental, and mental health services at the WBCF. All healthcare team members shall be familiar with the common medical emergencies that may occur in the WBCF and know the appropriate first aid procedures necessary to treat them.

17.2 On-call Medical Personnel

Contractor shall maintain a readily available list of names, addresses, and telephone numbers of on-call medical personnel, ambulance company, and local hospitals.

17.3 Emergency Response

A Contractor staff member shall respond to all emergencies upon notification by reporting to the area of the emergency with necessary emergency equipment and supplies. Correctional healthcare personnel shall be trained to respond to emergencies within four minutes. Training Contractor's nurses in emergency response and offering on-call physician services, may often reduce off-site/ER trips and hospital stays for patients.

17.4 Transportation

On-site healthcare staff may make emergency off-site referrals based on established guidelines and their professional interpretation of an incarcerated person's need. The on-call physician shall be notified as soon as the situation allows. The Medical Director shall conduct a retrospective review following an ER referral to ensure that the action was appropriate and to identify any additional staff training needed.

Contractor shall provide monthly reports of emergency room visits, with data including each incarcerated person's name and identification number, the date of emergency service, the incarcerated person's disposition, and the emergency treatment received.

17.5 Incarcerated persons Awaiting Emergency Transfer

If healthcare staff determine that an incarcerated person requires transport to a local emergency room for treatment, the incarcerated person shall be stabilized on site, then transferred to an appropriate medical facility if necessary. Incarcerated persons awaiting

emergency transfer stay under constant supervision by healthcare staff or health-trained custody staff.

Contractor shall coordinate with Sierra Nevada Memorial Hospital and Tahoe Forest Hospital as appropriate in emergency situations, and coordinate emergency transport and ambulance services with custody staff as needed. Incarcerated persons traveling to a hospital shall be accompanied by a referral form containing pertinent medical information. Contractor shall be responsible for supplying the off-site provider with necessary medical information, as well as any relevant health plan and payer information collected about the incarcerated person.

17.6 Physician On Call

A physician or mid-level provider shall be available on call 24/7 for emergencies at the WBCF.

18. Transportation

18.1 Coordination with Transportation Unit

Contractor shall coordinate with the Transportation Unit to schedule all off-site medical appointments. Healthcare staff shall work cooperatively with the Transportation Unit to ensure that transportation services are provided in a timely and safe manner. Incarcerated persons Patients shall not be informed of scheduled appointment dates, times, or the location of outside providers.

Contractor shall provide the Transportation Unit with advanced written notice of scheduled appointments. Contractor shall attempt to consolidate the scheduling of off-site appointments with hospitals and other healthcare providers to minimize the impact on transportation personnel and available vehicles.

18.2 Emergency First Aid Services

Contractor shall provide emergency medical treatment and first aid to stabilize any staff, visitors, employees, or subcontractors of the WBCF who become ill or injured and require emergency care while on the premises. Once the individual's condition is stabilized, he or she shall be referred to a personal physician or to a local hospital. Contractor staff shall document any services provided.

18.3 Arrangements for Transfer

Contractor shall arrange for transfer of incarcerated persons to an appropriate off-site facility when needed, coordinate emergency transport and ambulance services with the Transportation Unit and Sierra Nevada Memorial Hospital.

19. First Aid Kits

Contents, Location, and Inspection

Contractor shall maintain first aid kits, which must be approved by the Medical Director for content, location, and inspection. Healthcare staff shall check and refill first aid kits each month and make a notation on the First Aid Refill Log.

Contractor shall ensure that adequate emergency equipment and mass disaster supplies are regularly maintained on site. The Contractor Emergency Preparedness Plan shall ensure the presence and proper use of emergency equipment and supplies, including but not limited to crash cart equipment and disaster bag/mobile equipment, as well as a disaster kit for larger needs encompassing the entire facility. Healthcare staff shall be trained on the proper use of emergency equipment and supplies.

Contractor staff shall use an Emergency Response Bag Contents List and Verification Log to ensure the constant availability of emergency response bag supplies. If unopened, the tags/locks on the emergency response bag shall be checked daily. The bag shall also be checked and restocked when opened. The emergency response bag shall contain doses of Narcan for known or suspected opioid overdose.

20. Continuity of Care

20.1 Care Coordination

Contractor shall ensure complete care coordination in partnership with the embedded Correctional Counselor and the Nevada County Behavioral Health Team of incarcerated persons' medical and mental health needs, from intake to release. Contractor shall place special focus on continuity of care for those with mental health issues, substance use disorders, and chronic diseases. The Contractor healthcare program shall include continuity of care from admission to transfer or discharge from the facility, including referral to community-based providers, when indicated.

Contractor shall maintain relationships with community organizations to obtain previous treatment information, including medical and mental health records, to ensure continuity of care. Contractor shall view itself as part of the community health continuum and shall be dedicated to working with community providers when their clients are admitted to the jail setting. Care coordination and collaboration includes the sharing of treatment-required information between providers and County coordinators essential to the provision of appropriate services and care.

Contractor shall be committed to actively connecting its programs with community and County efforts, which shall allow Contractor to obtain information regarding community treatment regimens and refer incarcerated persons before release to appropriate community programming. In Nevada County, Contractor shall maintain successful working relationships with Turning Point Community Health Programs, Nevada County Behavioral Health, Sierra Nevada Memorial Hospital, Aegis Treatment Center, and Granite Wellness Centers, Western Sierra Medical Clinic, Chapa De' and Common Goals to ensure continuity of care for County's incarcerated persons.

20.2 Nevada County Behavioral Health

Contractor shall cooperate and coordinate with Nevada County Behavioral Health and any outside contractors designated by WBCF to assist with continuity of care and discharge planning. When appropriate Contractor shall coordinate referrals from their Mental Health staff to the embedded Correctional Counselor Nevada County Behavioral Health and their Contracted staff to insure maximum treatment opportunities for incarcerated persons as well as coordination of discharge planning.

20.3 Knowledge of Resources Available

As available resources, services, and programs in the system of care within the County change over time, Contractor shall work closely with the Sheriff or designee, Behavioral Health, and outside contractors to stay knowledgeable about resources available to incarcerated persons who are in custody, as well as those transitioning out of the WBCF, and shall adjust strategies for care coordination accordingly.

20.4 Information Regarding Previous Care

During the intake screening, Contractor staff shall ask each arrestee about current providers and medical, dental, or mental health treatment in progress. When it is

determined that an arrestee was receiving medical or mental health care in the community, nursing staff shall ask the arrestee to complete a Release of Information (ROI) so they can request and obtain treatment information from community providers to facilitate continuity of care. The ROI shall also allow Contractor's staff to begin the medication verification process.

20.5 Transfer of Care

Pertinent medical information shall be prepared to accompany all incarcerated persons when traveling off site to a specialty appointment or emergency room, or when transferring to another detention facility. Upon transfer to another facility, the incarcerated person shall be accompanied by a medical transfer form containing all necessary information required for the continuation of treatment.

Contractor's staff shall obtain written authorization from the incarcerated person prior to transferring his or her health record or health information outside the WBCF, unless otherwise provided for by law.

21. Diagnostic Services

Contractor shall authorize, schedule, and coordinate necessary diagnostic services, including phlebotomy, X-ray, EKG, and ultrasound services. Contractor's staff shall make referrals for diagnostic services and prioritize tasks for appointment scheduling through the Care Management System.

Diagnostic services shall be provided on site to the extent possible, and in accordance with the regulations of the California Department of Public Health. Contractor shall provide the necessary follow- up care for health problems identified by any health screenings or diagnostic tests.

21.1 Vendor's Responsibility

Contractor shall provide and be financially responsible for registered, accredited radiological (X- ray) and electrocardiograph (EKG) services per NCCHC guidelines. Contractor shall work with Diagnostic Imaging for the provision of mobile radiological and EKG services.

21.2 Routine X-ray and EKG Services

21.2.1 X-ray Services Contractor shall work with Diagnostic Imaging to provide on-site radiology services, including:

- **a.** Mobile X-ray services
- **b.** Ultrasounds
- **c.** Sonograms
- **d.** Doppler studies
- **e.** Holter monitor studies

Results shall be received electronically, via fax, or manually on paper. Contractor shall maintain a log to document the type and number of X-rays completed and the results received. Contractor's medical personnel shall review the log daily to determine if any test results are outstanding and ensure that test results are reported in a timely manner.

All X-rays and radiology special studies shall be read by a board-certified radiologist, who shall provide a typed and/or automated report within 24 hours. The radiologist shall call the institution if a report necessitates immediate

intervention. The site Medical Director or physician/mid-level designee shall be notified of all abnormal radiology results and shall reviews, initial, and date all X-ray reports within five working days.

Contractor staff shall document and store digital images and radiology reports in the incarcerated person's electronic medical record. The Medical Director or physician/mid-level designee shall meet with the incarcerated person to discuss their results and establishes a plan of care as appropriate. Any follow-up with the incarcerated person is shall also be noted in the health record.

21.2.2 EKG Services

Contractor shall provide EKG testing on site to the greatest degree possible. EKG services are available 24/7. Contractor staff shall perform the actual EKG tracings and maintain a log of completed EKGs. Reports requiring immediate action by a practitioner shall be called in immediately for interpretation; other reports shall be faxed as soon as the report is read. All ischemic, dysrhythmic subacute abnormalities and associated health records are reviewed by a cardiologist.

21.3 Off-site Services

When mobile on-site services are not available, or an incarcerated person's condition dictates the necessity for off-site services, Contractor shall arrange with custody staff to transport the incarcerated person to a local radiology group or hospital. Services typically performed off site include invasive X-ray procedures, EEG, MRI, and CT scans. Contractor is financially responsible for all imaging costs that are not associated with a hospitalization.

21.4 X-ray and EKG Regulations

Contractor shall provide for X-ray and EKG services in compliance with the regulations of the California Department of Public Health with Radiation Control Laws and Regulations. Radiation exposure to incarcerated persons is limited in accordance with industry standards. Contractor shall make copies of resumes, licenses, and radiology certifications of applicable staff available upon request.

21.5 Coordination of Scheduling

Contractor shall coordinate with the facility commander or designee to ensure efficient scheduling of any off-site diagnostic services.

22. Ancillary Services

22.1 Diagnostic Services

Contractor shall provide diagnostic services on site to the extent possible. In the event that an incarcerated person requires diagnostic services that cannot be provided on site, Contractor shall authorize and schedule the provision of such services with local providers, and coordinate with the appropriate County staff to transport the incarcerated person to a local radiology group or clinic.

22.2 Referral Management System

Contractor staff shall use the Care Management System to initiate referrals for off-site services, which shall be limited to the chief complaint(s) indicated through a referral form and/or medical consultation. Referrals shall be approved based on appropriateness and necessity.

22.3 Vendor's Responsibility

Contractor shall provide and be responsible for the cost of laboratory, X-ray, and other required ancillary services.

22.4 Specimen Collection and Handling

Contractor shall ensure that all qualified healthcare personnel are trained in the collection and preparation of laboratory specimens. All specimens shall be collected and handled by on-site health services staff in accordance with accepted laboratory standards and transported to the laboratory for processing.

22.5 Abnormal Test Results

Grossly abnormal test results shall be communicated to healthcare staff immediately. All other results shall be forwarded to the healthcare staff daily or as soon as possible.

A medical provider shall review and sign off on all laboratory results, which shall be reported via LabCorp's interface with CorEMR. If test results indicate a critical value, the provider shall also receive an alert via telephone. All laboratory results are reviewed within 24-48 hours (72 hours for weekends and holidays); the provider shall be notified immediately to review all STAT lab reports and any abnormal test results. Where preliminary results are available, they shall also be presented for medical review.

22.6 Coordination of Scheduling

Contractor shall coordinate with the facility commander or designee to ensure efficient scheduling of any off-site ancillary services.

23. Additional Services

23.1 Funding from Outside Sources

Contractor shall support and assist the County in any effort to receive funding from outside funding sources including, but not limited to, grant programs related to continuity of care and post-release follow-up services. Contractor shall be an ongoing informational source for any funding the County seeks and shall participate in planning meetings as requested and assist with reporting needs, should it be a requirement of any funds received.

23.2 Billing System

Contractor shall assist in deferring all eligible in hospitalization expenses when possible. Contractor shall provide medically necessary healthcare services while also being proper stewards of limited taxpayer resources. As part of this focus, Contractor shall properly account for all adjustments and reimbursements from applicable sources and ensure that hospitals are aware of any third-party payer avenues. Contractor shall obtain prior authorizations and complete co-pay arrangements with hospitals and providers.

Contractor staff shall ask every arrestee at intake if they have insurance; if the arrestee has private insurance or other payment options available, Contractor shall notify the hospital of the appropriate agency to invoice (the incarcerated person is responsible for any co-pays or deductibles). When an incarcerated person has private insurance, Contractor shall work with the service provider to coordinate private insurance. Providers that obtain authorization from the insurer shall be responsible for billing the insurance carrier. If an

incarcerated person is uninsured, Contractor shall work to identify a shalling service provider and negotiate rates.

The Contractor's Care Management System shall contain information on payment responsibility for inpatient treatment costs. The system shall interface with Contractor's claims system, so if such invoices are inadvertently sent to Contractor for payment, Contractor shall contact the off- site provider and advise them as to the appropriate location to resubmit their invoice for payment.

Contractor's subsidiary third-party administrator (TPA), Health Cost Solutions (HCS), shall handle all aspects of claims adjudication, including patient eligibility verification, authorization management, claims editing, payment determination, and remittance/explanation of payment to providers. HCS shall provide a state-of-the-art claims payment system that includes, but is not limited to:

- **a.** Dedicated program lead team and backup support teams
- **b.** Insurance standard auto adjudication rate
- **c.** Medicaid and Medicare rates, as applicable
- **d.** Customized monthly, quarterly, and annual reporting
- **e.** Dedicated customer service call tracking for clients
- **f.** HIPAA administration
- **g.** Utilization review and large claim management
- **h.** Electronic invoicing
- **i.** Claim cost management technology
- **j.** Internal daily claims audits of 6% of all claims (industry standard is 2%)
- **k.** Medical management on staff to negotiate directly with providers
- **l.** Claim edits, with fraud/abuse detection system used on 100% of off-site provider and outpatient facility claims
- **m.** Repricing and negotiation of out-of-network claims to obtain maximum benefits

23.3 Review of In-custody Deaths

In the event of an in-custody death, the site Medical Director, HSA, and appropriate correctional personnel shall be notified; in the event of a suicide, homicide, accidental, or suspicious death, the Coroner and Sheriff's Office Investigations Unit shall also be notified. Contractor shall participate in conjunction with the County Attorney or designee to conduct a mortality review consistent with NCCHC and Title 15 standards, as well as state and federal law.

The HSA shall notify the Contractor Regional Director of Operations, electronically report the event directly to the Director of CQI, and shall assist in providing information to facility administration, who shall then communicate with the incarcerated person's next-of-kin. A copy of the autopsy report and death certificate shall be filed in the incarcerated person's closed healthcare record.

The Charge RN on duty at the time of the incarcerated person's death shall ensure that documentation on the progress notes is performed regarding the witnessed facts concerning the death.

Documentation shall include time of death, circumstances surrounding death, nature of death, treatment(s) rendered, and persons notified of death and by whom. The site QI

Committee shall review the death to determine the appropriateness of clinical care, ascertain whether corrective action in the policies and procedures is warranted, and identify trends that define future studies.

Contractor shall report all deaths in accordance with pertinent regulations and timeframes. The report shall include a narrative medical history covering the period 90 days prior to the death, the deceased individual's primary medical or psychiatric diagnosis and therapy provided, and a narrative description of the terminal event. If additional facts or critical information are discovered about a submitted incident, Contractor shall submit a follow-up report within 14 days of such a discovery. Contractor shall provide death investigators any and all records that relate to a death in custody.

In-custody deaths shall have a clinical and administrative mortality review within 30 days of death. Deaths occurring after release from custody and proximate to care (which may have a relationship to continuity of care) may have a mortality review performed, on a case-by-case basis. A psychological autopsy is performed on all deaths by suicide within 30 days.

Clinical mortality reviews, as a part of the CQI program, are Patient Safety Work Product (PSWP) and part of the Patient Safety Evaluation System (PSES). Contractor shall provide the County with records and reports of mortality reviews, as allowable within the limits of Contractor's legally binding Patient Safety Organization (PSO) Agreement.

23.4 Notification of In-custody Death

Contractor shall inform County administration immediately after a death has occurred.

23.5 Continuous Quality Improvement Program

Contractor shall develop a site-specific CQI plan based on the scope of care provided at the WBCF. The plan shall address healthcare services provided both on and off site for quality, appropriateness, and continuity. Contractor shall use the CQI plan to review and define the scope of care provided, as well as the CQI review process and meeting format.

23.6 Translation Services

Contractor shall ensure equal and timely access to care for individuals with diverse cultural backgrounds and/or limited English proficiency, including literacy issues. In accordance with National CLAS and NCCHC standards, Contractor shall provide all health information to incarcerated persons both verbally and in writing in a language the incarcerated person understands. All Contractor forms shall be available in English and Spanish, and Contractor shall provide forms for other languages as needed.

When a literacy or language problem prevents an incarcerated person from understanding written information, a staff member who speaks the incarcerated person's language or a translator shall assist the incarcerated person. Contractor shall ensure that individuals providing language assistance are competent interpreters. Contractor understand that untrained individuals serving as interpreters may not be sufficient to meet the needs of the incarcerated person.

For hearing-impaired incarcerated persons, Contractor shall use Virtual VRI video remote interpreting. Sign language interpreting through Virtual VRI shall be available for pre-scheduled appointments or on demand.

23.6.1 LanguageLine: Contractor shall maintain an agreement with LanguageLine Solutions to aid in the provision of services for limited- or non-English speaking and culturally diverse incarcerated persons. LanguageLine provides over-the-phone interpretation and document translation services for more than 240 languages. Contractor's staff shall receive training on working with LanguageLine and assisting limited and non-English speaking incarcerated persons. Contractor's staff shall be provided with lanyard cards, so they have access to the contact information at all times.

LanguageLine supports risk management initiatives to protect the confidentiality and security of incarcerated person information, strengthening meaningful access and regulatory compliance in the delivery of vital services to meet these requirements:

- **a.** Affordable Care Act, Section 1557 (ACA)
- **b.** Americans with Disabilities Act (ADA)
- **c.** Centers for Medicare & Medicaid Services (CMS)
- **d.** Fraud, Waste and Abuse (FWA)
- **e.** Health Insurance Portability and Accountability Act (HIPAA)
- **f.** Protected Health Information (PHI)
- **g.** The Joint Commission
- **h.** Title VI of the Civil Rights Act of 1964 (Title VI)

23.7 Restraint Monitoring

Contractor staff shall evaluate the medical/mental health status of individuals placed in restraints and shall monitor and comply with established policy of the facilities.

Contractor shall not participate in custody-ordered restraints outside of notifying custody staff of any medical contraindications for restraint and conducting health monitoring while an incarcerated person is in custody-ordered fixed restraints. Healthcare staff do not participate in the restraint of incarcerated persons ordered by custody staff, except to monitor an incarcerated person's health status.

A qualified healthcare professional shall take all necessary measures to maintain proper peripheral circulation during the use of restraints ensuring to document vital signs, mental status, and sensation of limbs within the first hour of placement and every 60 minutes thereafter.

Also, within the first hour of placement, a qualified healthcare professional shall document an opinion regarding the placement and retention of the restraints.

As soon as practicable, but within four (4) hours of placement in restraints, the incarcerated person shall be medically assessed to determine whether he or she has a serious medical condition that is being masked by the aggressive behavior. The medical assessment shall be a face-to-face evaluation by a qualified healthcare professional.

As soon as practicable, but within eight (8) hours of placement in restraints, the incarcerated person shall be evaluated by a mental health professional to assess whether the

incarcerated person needs immediate and/or long-term mental health treatment. If the Jail Commander, or their authorized designee, in consultation with responsible health care staff, determines that an incarcerated person cannot be safely removed from restraints after eight (8) hours, the incarcerated person shall be taken to a medical facility for further evaluation.

If not already involved in the case assessment, the site psychiatrist shall be contacted for consultation as soon as possible. If the psychiatrist is on site, the psychiatrist shall conduct a face-to-face evaluation with the incarcerated person as soon as possible after the initiation of the seclusion or restraint status. The psychiatrist shall conduct an evaluation with the incarcerated person.

23.8 Safety Cells

When an incarcerated person is placed in a safety cell, Contractor staff shall provide a medical opinion and a mental health evaluation of the incarcerated person. Contractor staff shall monitor the incarcerated person until the incarcerated person is cleared from the safety cell.

Contractor shall follow facility policy on safety cell usage, including all required monitoring and evaluation:

- **a.** Placement of an incarcerated person into a safety cell requires approval of the Shift Supervisor or responsible healthcare staff (per Title 15 CCR 1055).
- **b.** A medical assessment of the incarcerated person in the safety cell shall occur within 12 hours of placement or at the next daily sick call, whichever is earliest. Continued assessment of the incarcerated person in the safety cell shall be conducted by a qualified healthcare professional and shall occur at least every 24 hours thereafter. Medical assessments shall be documented.
- **c.** A mental health assessment shall be conducted within 12 hours of an incarcerated person's placement in the safety cell (per Title 15 CCR 1055). The QMHP's recommendations shall be documented.
- **d.** Contractor shall comply with all Title 15 CCR guidelines regarding use of the Safety Cell.

23.9 Alternative Wellness Programs

Contractor may implement alternative wellness programs for incarcerated persons in collaboration with County, which may include educational groups on processing difficult emotions and developing coping skills.

24. Excluded Services

Contractor acknowledges that chiropractic care is excluded from incarcerated person health services.

25. Discharge

Contractor shall work with the embedded Correctional Counselor, Public Health and Behavioral Health, and the Enhanced Care Management (ECM) Provider staff to align services for released incarcerated persons.

Discharge planning must start on Day One in conjunction with the embedded Correctional Counselor, provided the incarcerated person is clinically stable and agrees to participate in such planning. In order to be effective, and Contractor shall have policies in place regarding discharge planning for released incarcerated persons. During initial contact with the clinical provider, incarcerated persons shall be informed about available re-entry services, community resources

available upon discharge, and the role Contractor's team members have in collaborating to develop release plans.

Contractor and embedded Correctional Counselor shall work with local providers, Behavioral Health, ECM Provider(s), to ensure continuity of care for discharged incarcerated persons, especially those with dual diagnoses of mental illnesses and substance use disorder and those with a chronic care condition. Contractor shall strive to enhance these incarcerated persons' state of health and reduce the likelihood of recidivism by providing them with as many resources as possible to continue their treatment plans.

When appropriate Contractor shall coordinate referrals from their Mental Health staff to Nevada County Behavioral Health and their Contracted staff to insure maximum treatment opportunities for incarcerated persons as well as coordination of discharge planning

When an incarcerated person is scheduled for release, Contractor shall assist in providing a copy of the discharge plan that details the needed post-release care when appropriate. Contractor shall schedule needed appointments for services such as MAT services, Psychiatry or Therapy. When possible, Contractor will work with the embedded Correctional Counselor and local resources to coordinate transportation as needed. For Homeless incarcerated persons being released effort shall be made to connect them to shelter or navigation services such as the Nevada County H.O.M.E Team. At the incarcerated person's request, Contractor's nurse shall ensure the embedded Correctional Counselor has access to the EHR so the embedded Correctional Counselor can complete a discharge medical summary that includes:

- **a.** Incarcerated person's diagnoses
- **b.** Status of control for each medical or behavioral health condition
- **c.** Active medications and doses
- **d.** Inactive medications discontinued in the past month
- **e.** Allergies
- **f.** Date of last medical or behavioral health visit while in custody
- **g.** Pertinent labs from the last month while in custody
- **h.** Surgical procedures done while in custody
- **i.** Any other known pertinent surgical history
- **j.** Hospitalizations while in custody
- **k.** Pertinent healthcare needs such as use of medical devices, dialysis (including schedule)

A similar process shall occur for incarcerated persons involved in mental health care, with a discharge summary developed that includes:

- **a.** Incarcerated person's diagnoses
- **b.** Status of control for each behavioral health condition
- **c.** Active medications and doses
- **d.** Inactive medications discontinued in the past month, if known
- **e.** Summary of program involvement and goals achieved
- **f.** Recommendations for continued success
- **g.** List of referrals made

Contractor staff shall medically clear incarcerated persons for discharge and secure a medical necessity form signed by the practitioner for any discharge medications. Within 48 hours of notification of an incarcerated person's pending release into the community, Contractor's staff shall perform a discharge screening to determine the need for post-release medications and medical assistance.

Contractor shall work in conjunction with the embedded Correctional Counselor to make post-release referrals as necessary for continuing care. If immediate post- release care is needed, Contractor staff shall coordinate with the County to secure post-release placement. Contractor shall also assess the need for medical support and assist with the completion of necessary paperwork.

25.1 Releases of Information

Contractor shall obtain all necessary Releases of Information to ensure seamless care transition. Contractor shall be committed to actively connecting its programs with community efforts, which allows Contractor to obtain information regarding community treatment regimens and refer patients before release to appropriate community programming.

25.2 Psychiatric Medications

Contractor shall ensure that incarcerated persons are able to obtain an adequate supply (up to 30 days) of required medications, based on their discharge plans, to accommodate the transition of care to a community provider and ensure no lapse in care. For additional information, please see section entitled "Medication Upon Release from Custody"(Section 13.5).

25.3 Linkage

During incarceration, Contractor shall work diligently to provide each incarcerated person with the medical care needed to live a healthy life. Outside of jail, obtaining quality healthcare services can be daunting for offenders. Contractor shall work with the embedded Correctional Counselor and the incarcerated persons to ensure that continuity of care from custody to community is intact and that each incarcerated person's medical needs are addressed. Through private or public healthcare services, Contractor shall work with the embedded Correctional Counselor on a plan with each incarcerated person and provide the right tools for them to obtain healthcare benefits, including Medi-Cal enrollment as applicable, in cooperation with the County's Health and Human Services Agency.

Contractor's discharge planning shall include connectivity to services in the community to address medical and mental health needs, substance use treatment, and housing for released incarcerated persons. Linkage for incarcerated persons with serious mental illness (SMI), substance use disorder (SUD), and/or other significant medical or mental health issues shall include scheduling appointments, arranging (but not paying for) transportation, finding housing assistance, and exchanging/releasing pertinent health information (when authorized), when release date is known.

25.3.1 Linkage to Community Resources

An effective discharge planning process begins at intake and extends continuity of care for incarcerated persons by helping to connect them with community resources. Most offenders are under care for a limited time, so they must be made aware of available services and know how to access them for support long after they are released from custody.

Contractor's goal shall be to educate incarcerated persons, in conjunction with the embedded Correctional Counselor, about all of the resources available to them to help meet the challenges faced in sustaining a healthy and crime-free lifestyle. Contractor shall work hard to provide as many community resources as possible to enable discharged incarcerated persons to continue their treatment plans, with the goal of enhancing their physical and mental health and reducing the likelihood of recidivism.

Linkage to community services is a critical component of any re-entry plan. Contractor shall maintain connections with local resources, so they are ready and willing to accept clients re-entering the community from incarcerated settings. Contractor shall place special focus on continuity of care for those with mental health issues and chronic diseases. By developing relationships with strategic partners, Contractor's goal should be to improve continuity of care, establish good shall as members of the community, and ultimately reduce recidivism.

Connectivity with community providers shall greatly enhance the discharge planning services offered to our incarcerated persons in Nevada County. Contractor shall maintain successful working relationships with Turning Point Community Health Programs, Nevada County Behavioral Health, Sierra Nevada Memorial Hospital, Aegis Treatment Center, and Community Recovery Resources (CORR) to ensure continuity of care for our incarcerated persons

25.3.2 Mental Health Referrals

Establishing community connections shall be an integral component to the Contractor's Mental Health Program. Contractor mental health professionals shall assist with discharge planning and reintegration services in order to bridge the gap in care when re- entering the community.

In Nevada County, Contractor staff shall coordinate with community providers, including Turning Point Community Health Programs and Nevada County Behavioral Health, to arrange post-release treatment to enhance continuity of care and reduce recidivism.

Contractor's QMHP shall maintain close working relationships with local nonprofit organizations, including Sierra Roots, Project Heart, and Common Goals, to ensure a warm hand-off of incarcerated persons into the community.

25.4 MAT Services

The treatment of substance use disorder (SUD) is another integral component for many released incarcerated persons. Because addiction is typically a chronic disease, people cannot simply stop using drugs for a few days and be cured. Most incarcerated persons require long-term or repeated episodes of care to achieve the goal of sustained abstinence and recovery of their lives. Attempting to navigate free world demands while also attempting to maintain sobriety in the absence of community treatment resources is not likely to be successful. Therefore, Contractor coordinates with community providers to ensure appropriate SUD treatment services upon release, including MAT services for incarcerated persons who received MAT while in custody. When incarcerated persons are pending release, Contractor coordinates with Aegis Treatment Center to arrange post-release MAT

to enhance continuity of care and reduce recidivism. Contractor shall also work with Community Recovery Resources (CORR) and Sierra Nevada Memorial Hospital to coordinate care for discharging incarcerated persons in need of continued SUD treatment.

Contractor will continue MAT medications at intake on qualifying patients receiving services in the community.

Contractor will screen all patients at intake for opioid use history. Qualifying individuals will be further screened for opioid use disorder. Patients will be presented with treatment options that best fit their addiction history and resources available upon release. Qualifying patients will be offered both medication and counseling services. Each patient will have a discharge plan for a warm handoff to a community provider to continue MAT treatment started in the facility.

MAT program for the WBCF, is based on the following assumptions:

- Services will be provided up to the program's available capacity and within the scope of available resources and staffing as agreed upon by both parties.
- Contractor shall provide continuation and induction of buprenorphine and naltrexone in oral form only.
- Continuation of methadone shall be coordinated in conjunction of a community clinic.

26. Equipment

26.1 Medical and Dental Equipment and Supplies

Contractor shall maintain adequate equipment to perform all services required under the contract with the County. All materials and equipment shall comply with standards promulgated by the American National Standards Institute (ANSI) or with the rules of the Food and Drug Administration under the Safe Medical Devices Act.

Contractor shall ensure the continued availability of supplies needed to provide on-site care and treatment of the incarcerated person population, including but not limited to laboratory, radiology, medical, and dental supplies.

26.2 Sheriff's Office Responsibilities

Contractor acknowledges that the Sheriff's Office shall provide security, space, housekeeping, linen, fixtures, utilities, telephone (excluding toll calls), furniture, and other mutually agreed upon items necessary for the efficient operation of the healthcare delivery system.

26.3 Automated External Defibrillators (AEDs)

Contractor acknowledges that the County shall provide automated external defibrillators (AEDs) in the facility. Contractor shall be responsible for the replacement of the AED if Contractor is found to be misusing, damaging, or is responsible for the loss of the equipment. All healthcare personnel shall maintain current BLS for Healthcare Providers certification and shall attend appropriate workshops to maintain their licensure.

26.4 Oxygen and First Aid Kits

Contractor shall provide oxygen and first aid kits at the facility.

26.5 Transition upon Contract Termination

At the end of the agreement, or upon termination, Nevada County can purchase the medical equipment and supplies in the facility, based upon a mutually agreed depreciation cost. The County shall retain ownership of equipment owned prior to contract start.

26.6 Computer and Connectivity Equipment

Contractor shall ensure the availability of all computer and connectivity equipment (including tablets or other wireless devices) necessary for Contractor's operations at the WBCF.

27. Quality Assurance Plan

27.1 Continuous Quality Improvement Program

Contractor shall use established policies and procedures and a data-driven Continuous Quality Improvement (CQI) program to ensure the quality of the Nevada County healthcare program. The goal of the CQI program, which operates under the authority of Contractor's Chief Clinical Officer, is to ensure systems and programs guarantee that Contractor's patients receive quality healthcare services. The CQI program shall ensure that clinical care delivery at the WBCF is conducted in accordance with our high expectations, as well as NCCHC and Title 15 standards.

Contractor shall conduct CQI studies to ensure that all services at the WBCF meet established minimum thresholds. Contractor is responsible for monitoring relevant areas for quality improvement, including accreditations, credentialing, environmental inspections, emergency drills, nursing, intake, medication management, special housing, and ancillary services.

27.2 CQI Plan

Contractor shall develop a site-specific CQI plan based on the scope of care provided at the facility. The plan shall address healthcare services provided both on and off site for quality, appropriateness, and continuity. Contractor shall use the CQI plan to review and define the scope of care provided, as well as the CQI review process and meeting format. The plan shall be reviewed and mutually agreed upon by the County and Contractor during quarterly CQI meetings.

Routine CQI studies shall examine areas where overlap or hand-off occurs, as well as other problem-prone, high frequency/volume, and risk management processes, including but not limited to: Receiving Screenings, Screening and Evaluation at Health Assessment, Special Needs, Segregation, Treatment Planning, Suicide Prevention, Medication Administration, Initiating Medication at Intake, as well as processes exclusive to each facility.

Contractor shall complete monthly CQI screens as outlined in the Contractor CQI Calendar, plus at least one ad hoc screen per quarter to evaluate a site-specific issue presenting challenges.
Examples of ad hoc screens include:

- **a.** Missed Medication (investigative study)
- **b.** TB Screening
- **c.** Health Assessment – Periodic
- **d.** Grievances

e. Communication with Custody
f. Initiating Essential Medications – Return from Hospital
g. Prenatal and Postpartum Care – HEDIS and Outcome Study
h. Asthma Outcome Study

27.2.1 High-risk Items

The Contractor CQI program shall address many forms of risk management, including clinical and environmental risk management tools that work to identify and reduce variability, as well as reducing liability when adverse events occur. The QI Committee shall address the following risk management items:

a. Critical Clinical Event (CCE) Reviews – The QI Committee shall monitor, review, and report on the healthcare staff's response to critical clinical events. The committee shall use the root cause analysis problem solving methodology to review the CCE.

b. Emergency Drill Reviews – The QI Committee shall monitor, review, and report on the healthcare staff's response to emergency drills.

c. Environmental Inspection Reports – Contractor shall participate in monthly facility environmental inspections to ensure that incarcerated persons live, work, recreate, and eat in a safe and healthy environment.

d. Resolution Tracking – The QI Committee shall track deficiencies identified during routine environmental inspections through resolution.

e. Utilization Management – Contractor shall monitor the provision of care to ensure that medically necessary healthcare services are provided in the most appropriate setting.

f. Grievances – The Contractor grievance process shall be consistent with national standards and internal client policies. The QI Committee shall review and categorize grievances to identify potential issues and determine if patterns exist or develop. Incarcerated person satisfaction surveys shall be administered on topics relevant to Nevada County's detained population.

g. Pharmacy – Contractor shall ensure quality pharmacy programming through regularly scheduled on-site inspections performed by a consulting state-licensed pharmacist. Contractor shall document inspection reports and maintain them on file, and the consulting pharmacist shall provide a summary of these discussions and actions to the QI Committee.

h. Pharmacy Reports – Contractor shall use pharmacy reports to identify outliers and trends, then evaluate and address all outliers. The Regional Medical Director shall review pharmacy utilization data on a regular basis.

27.3 CQI Meetings

A multidisciplinary Quality Improvement (QI) Committee, led by the Medical Director, shall direct CQI activities. The QI Committee shall hold quarterly meetings that shall typically include the HSA, other Contractor staff, and representatives from the NCSO.. Contractor shall also conduct semiannual peer review meetings.

The purpose of the QI Committee meetings is to review significant issues and changes and provide feedback for the purpose of improving processes or correcting any deficiencies. The QI Committee shall be responsible for performing monitoring facility activities,

discussing the results, and implementing corrective actions as indicated. Contractor shall mark all CQI activity records as confidential; discussions, data collection, problem monitoring, peer review, and information collected as a result of the CQI program shall not be for duplication or outside review.

27.4 County's Right to Audit

County has the right to audit records relative to the performance of contract services and to make unannounced site inspections at any time to evaluate contract performance and compliance with NCCHC standards, CalAIM, CCR Title 15 guidelines, and other policy/procedure requirements. Contractor shall provide written response to any findings or inquiries resulting from the County's audit processes and shall promptly develop and implement corrective actions as indicated. Contractor shall cooperate fully with any and all audit inspection activities initiated by the County.

Contractor shall conduct periodic site audits, reviews, and evaluations to identify operational barriers, if any. When identified, issues shall be relayed to the appropriate regional and corporate staff members for immediate action. Contractor shall also use the audit findings to address areas needing improvement during staff meetings and trainings. Through these audits and reviews, along with CQI meetings, Contractor's team shall evaluate operational procedures and implement changes through which contractor shall strive to remove any obstacles to compliance with accepted standards.

27.5 Corrective Action Plans

If Contractor finds performance issues or areas in need of improvement, Contractor shall implement appropriate corrective action (e.g., Corrective Action Plans) to address such issues and take steps toward ensuring they are avoided in the future. On-site managers and Regional Management team shall work with the facility administrators on any areas requiring correction or adaptation to ensure optimal care is provided to Nevada County's detained population.

28. Healthcare Records

28.1 Property of the County

Contractor shall maintain health records for the length of an incarcerated person's stay, in accordance with HIPAA rules and regulations. Although Contractor is the custodian of health records, they are the property of Nevada County. Upon conclusion of the contract, health records shall remain the property of the County, and Contractor shall work to ensure a smooth transition of records. If the County requests reports or records, the Contractor shall provide them in a timely manner.

28.2 Maintenance of Records

Contractor shall maintain all active and inactive electronic and physical healthcare records and shall retain all records for the period of time as stipulated by current State and Federal guidelines, including but not limited to Welfare and Institutions Code Section 5328 and Title 45, Code of Federal Regulations, Section 205.50 for Medi-Cal eligible incarcerated persons, Title 15 and Section 164, California Code of Regulations, Section 1205, Medical/Mental Health Records, state regulations (pertaining to health records, confidentiality of health care records, and records retention) community standards of practice, and CCR Title 15.

28.3 Individual Healthcare Records

Contractor shall maintain up-to-date health records consistent with NCCHC and Title 15 standards; Nevada County policies and procedures; community standards of practice;

and all federal, state, and local laws. Healthcare staff shall be responsible for the entry of incarcerated person information in the individual health record.

Following the intake screening, Contractor's staff shall initiate a comprehensive health record that is the single source of medical, dental, and mental health information for each incarcerated person. Each record shall contain an accurate account of the incarcerated person's health status at the time of admission, patient-provider encounters, and on-site and off-site services provided.

28.4 Access to Records

Contractor's employees shall be allowed access to incarcerated person files and automated records only as needed for duties related to the contract and in accordance with the rules established by the Sheriff's Office. Contractor shall honor all Federal and State laws and regulations, and related policies and procedures for safeguarding the confidentiality of such data.

28.5 Confidentiality of Records

Contractor shall secure incarcerated person health records as required by law and other applicable state or federal statutes and regulations. Each incarcerated person's health record shall be kept separate from custody records. The HSA shall control access to health records to ensure patient confidentiality. The site Medical Director shall be responsible for approving health record policies and procedures and defining the format and handling of health records.

Contractor shall adhere to all laws relating to confidentiality of patient information. All records are maintained in accordance with the Health Insurance Portability and Accountability Act of 1996 (HIPAA), as well as the Health Information Technology for Economic and Clinical Health (HITECH) amendment to HIPAA. Compliance training for HIPAA and HITECH shall be a mandatory part of Contractor new employee orientation and shall also be required annually for all Contractor's employees. Contractor shall also conduct cybersecurity awareness training on a quarterly basis.

Contractor shall maintain its own internal information security team that oversees a robust information security program. Contractor's program shall include all the required components of HIPAA and ISO 27001/27002 compliance. Contractor shall perform regular HIPAA compliance audits, cyber security audits, and penetration testing. Audit logs can be made available to clients upon request. In the event of a possible HIPAA violation/breach/allegation, Contractor shall cooperate with the County's Privacy and Security Officer(s) or designee(s).

CorEMR shall integrate with existing LDAP security networks (Active Directory). Passwords shall be encrypted on MD5 algorithms, a strictly one-way encryption. Individual user permissions for CorEMR can be created and maintained by the HSA. "Locked" items shall allow users to view charts and notes, but not to edit them.

28.6 Records Requests

Contractor shall manage the security and accessibility of incarcerated person health records in compliance with state and federal privacy regulations. Contractor shall ensure that the facility administrators have access to medical and/or behavioral health information deemed necessary for the health and safety of incarcerated persons, and to properly manage or plan for placement and programing.

Contractor shall make healthcare records available to County or authorized state and federal agencies and any other staff that require health care records when needed (e.g., subpoenas or independent review committees or in connection with any other applicable legal obligation).

Contractor shall respond to all records requests in a timely manner and as allowable by HIPAA or other applicable laws, regulations, codes, and guidelines regarding such information. In any criminal or civil litigation where the physical or mental condition of an incarcerated person is at issue, Contractor shall provide designated County personnel with access to the records upon written request. Contractor staff shall obtain written authorization from the incarcerated person prior to transferring his or her health record or health information outside the facility, unless otherwise provided for by law.

Contractor shall notify jail staff and County Counsel if Contractor provides records to any third parties (e.g. incarcerated persons, attorneys, outside agencies), whether the request is in the form of a subpoena, a written request pursuant to a signed authorization, or any other form of request.

28.7 Informed Consent

Contractor shall adhere to applicable informed consent regulations and standards of the local jurisdiction regarding incarcerated person examinations, treatments, and procedures. Initial documentation of informed consent shall take place during the intake screening. Contractor shall obtain informed consent and document it in the incarcerated person's health record before performing procedures and treatment. Refusal for any health evaluation, treatment, or medication shall be documented with an explanation and the incarcerated person's signature.

For invasive procedures or any treatment where there is risk to the incarcerated person, informed consent shall be documented on a written form containing the signatures of the incarcerated person and a healthcare staff witness. The informed consent process shall include informing the incarcerated person of the benefits and risks of the procedure. If there is concern regarding the incarcerated person's decision-making capability, Contractor shall refer the incarcerated person to the appropriate medical or mental health provider.

28.8 Inactive Healthcare Records

Contractor shall retain inactive healthcare records in accordance with NCCHC and Title 15 standards, California regulations and County ordinances, and requirements of the American Medical Association. If an incarcerated person returns to the system, we shall identify and reactivate the inactive record.

28.9 Transfer of Healthcare Information

Pertinent medical information shall be prepared to accompany all incarcerated persons when traveling off site to a specialty appointment or emergency room, or when transferring to another detention facility. Upon transfer to another facility, the incarcerated person shall be accompanied by a medical transfer form containing all necessary information required for the continuation of treatment.

Contractor staff shall obtain written authorization from the incarcerated person prior to transferring his or her health record or health information outside the WBCF, unless otherwise provided for by law.

28.10 Previous Healthcare Records

During the intake screening, Contractor staff shall ask each arrestee about current providers and medical, dental, or mental health treatment in progress. When it is determined that an arrestee is receiving medical or mental health care in the community, nursing staff shall ask the arrestee to complete a Release of Information (ROI) so they can request and obtain treatment information from community providers to facilitate continuity of care. The ROI also allows Contractor's staff to begin the medication verification process.

28.11 Previous Psychiatric Records

Contractor shall work in conjunction with County and/or outside providers to obtain previous psychiatric records to assure continuity of care is maintained for all.

28.12 Transfer to Another Facility

Contractor shall be responsible for electronically transmitting, or using any other means necessary, pertinent healthcare information regarding an incarcerated person upon transfer to another detention/corrections facility or jurisdiction to assure continuity of care.

28.13 Contents of Health Records

Health records minimally contain:

- **a.** Identifying information (i.e., name, number, date of birth, sex)
- **b.** Intake screening and health assessment data
- **c.** A problem list containing medical and mental health diagnoses and treatments, as well as known allergies
- **d.** Progress notes of all significant findings, diagnoses, treatments, and dispositions
- **e.** Clinician orders for prescribed medication and medication administration records
- **f.** Reports of laboratory, radiology, and diagnostic studies
- **g.** Flow sheets
- **h.** Consent and refusal forms
- **i.** Release of information forms
- **j.** Results of specialty consultations and off-site referrals
- **k.** Discharge summaries of hospitalizations and other inpatient stays
- **l.** Special needs treatment plans, if applicable
- **m.** Immunization records, if applicable
- **n.** Place, date, and time of each clinical encounter Signature and title of each documenter

28.14 Conversion of Paper Healthcare Records

Contractor shall convert any paper healthcare records to electronic copies. Contractor shall store the paper healthcare records off site in accordance with state regulations.

28.15 EMR System

Contractor shall utilize CorEMR for the documentation, management, and monitoring of incarcerated persons medical and mental health care. CorEMR shall interface with the County's JMS, EIS, and shall be compatible with the County's existing computer systems. Contractor shall use CorEMR to collect and analyze health statistics on a regular basis. By

maximizing CorEMR's benefits, Contractor shall be able to improve clinical results, create operational efficiencies, and enhance transparent accountability in Nevada County.

Contractor shall provide access to CorEMR to the embedded Correctional Counselors and their designees.

29. Reporting

29.1 Weekly Meetings

The HSA shall meet weekly with Jail Administrative staff to address any issues that may arise. The HSA shall monitor the implementation and effectiveness of procedures and programs and shall work with Jail Administrative staff to address and resolve any issues in the performance of services. The HSA shall be the single point of accountability in all matters relating to healthcare services at the WBCF, with the authority and responsibility to resolve all problems and ensure the continued satisfaction of the Sheriff's Office.

The HSA shall focus on maintaining open communication and a good working relationship with Jail Administrative staff, custody staff, Contractor employees, contracted providers, and outside agencies. As part of this focus, the HSA shall serve as a liaison between healthcare and custody staff and hold interdisciplinary meetings to facilitate continued communication and cooperation between custody and care providers.

29.2 Required Reports

Contractor shall provide, in writing, the required monthly reports in a timely manner, including:

- **a.** The Stepping Up Initiative updates
- **b.** MAT services
- **c.** Number of incarcerated persons seen at sick call by type (i.e., RN/LVN, PA/NP)
- **d.** Number of incarcerated persons seen by physician
- **e.** Number of incarcerated persons seen by dentist
- **f.** Number of incarcerated persons seen by optometrist
- **g.** Number of incarcerated persons seen by psychiatrist
- **h.** Number of incarcerated persons seen by MFT/LCSW
- **i.** Number of incarcerated persons seen by crisis team
- **j.** Number of Naloxone medications given to incarcerated persons, visitors, and correctional staff
- **k.** Infirmary admissions, incarcerated person days, average length of stay
- **l.** Hospital admissions, incarcerated person days, average length of stay by diagnosis for medical and mental health
- **m.** Number of transfers to off-site hospital emergency departments
- **n.** Number of healthcare specialty consultation referrals
- **o.** Number of screenings (identified above) by type
- **p.** Number of 14-day physical assessments (incarcerated persons);
- **q.** Number of diagnostic studies
- **r.** Number of communicable diseases reported, including AIDS exposure reporting, in accordance with California Health and Safety Code and Title 15 California Code of Regulations

s. Number of suicide attempts, successes, and incarcerated persons with suicide ideation
t. Dental services provided
u. Financial reports
v. Documentation that incarcerated persons are receiving and ingesting their prescribed medication
w. Documentation if an incarcerated person's ordered medication was not administered and the reason
x. Documentation of daily observation of incarcerated persons placed in special safety housing cells or administrative segregation
y. Costs of services provided for incarcerated persons held per contract with other counties or agencies
z. Costs of services provided for any medical surgical inpatient occurrence
aa. Medical expense reports and credits
bb. Reporting of information related to the Medi-Cal Incarcerated person Program (MCIP)
cc. Other reports as requested

29.2.1 Staffing Reports

Contractor shall provide staffing reports to allow the County to verify the hours Contractor's employees are actually working at the facility compared with the amount specified in the contract.

Contractor shall track all staff hours worked, as well as hours not provided. Contractor shall provide a monthly statistical report showing staffing fill rates, with reconciliation of staff assignments comparing budgeted, assigned, and staffed. Accounting of actual days/hours worked by the entire medical staff shall be provided in the form of an FTE report to demonstrate compliance with the contracted staffing plan, or County approved staffing substitution and a report of steps taken to prevent them in the future

Contractor's FTE reports shall be compiled and shared with the County by pay period to provide true transparency and allow for auditing down to the individual and shift. These reports shall be automatic, therefore all historical reports may be searched, queried, and drilled down quickly. Contractor's automated FTE reporting system shall allow for 100% auditable reporting of contract versus worked staffing reports.

30. Duties Upon Termination

30.1 Assistance with Transfer

Upon termination or other expiration of this contract, each party shall assist the other party in the orderly termination of the contract and the transfer of all assets, tangible and intangible (except proprietary assets of Contractor), as may facilitate the orderly, non-disrupted business continuation of each party. In the event that Contractor shall no longer be providing services for any reason, including but not limited to termination of the agreement, Contractor shall ensure that the management, operational, and reporting responsibilities for medical and behavioral health care services are transferred efficiently and with as minimal service interruption as possible. Contractor shall cooperate fully with the County and any service providers during the transition.

30.2 Leave-behind Solution

At the end of the contract, a leave-behind solution that meets community standards and common business practice shall be provided by Contractor. This shall include appropriate

computer hardware, ample electronic storage, and a workstation to ensure the County can access all records created and maintained in the system. Any proprietary coding, formatting, or other mechanisms (electronic or mechanical) shall be removed or rendered inoperative so that any future service provider can efficiently migrate data into another system. Should this not be done, Contractor agrees to bear the associated costs with migrating data into a format which is universal in nature, to facilitate the migration.

30.3 Disentanglement

If directed by County, Contractor shall cooperate with County and County's other vendors and contractors to ensure a smooth transition at the time of termination of this Agreement, regardless of the nature or timing of the termination. Contractor shall cooperate with County to accomplish a complete transition of the services as set forth in this Agreement being terminated to County or to any replacement provider designated by County, without any interruption or adverse impact on those services or any other services provided by third parties. Contractor shall fully cooperate with County and any new service provider and otherwise promptly take all steps, including but not limited to providing to County or any new service provider all requested

information or documentation required to assist County in effecting a complete transition to the new service provider. Contractor shall provide all information or documentation regarding the services to be transitioned, including but not limited to data conversion tables, client files, interface specifications, and training materials. Contractor shall provide for the prompt and orderly conclusion of all work required under the Agreement, as County may direct, including completion or partial completion of projects, documentation of work in process, and other measures to assure an orderly transition to County or the County's designee. All Contractor work done as part of the Disentanglement shall be performed by Contractor and shall be reimbursed by the County at no more than Contractor's costs, up to the total amount of this Agreement. Contractor shall not receive any additional or different compensation for the work otherwise required by the Agreement. Contractor's obligation to provide the Services shall not cease until the earlier of the following: a) the Disentanglement is completed to the County's reasonable satisfaction, or b) twelve (12) months after the expiration of the then-current Term of the Agreement.

County Contacts
Project Management:
Name: Lt. Jennifer McCormack
Jennifer.McCormack@nevadacountyca.gov
530-265-2176

Name: Analyst Molly Bacigalupo
Molly.Bacigalupo@nevadacountyca.gov
530-265-1774

Fiscal:
Chief Fiscal and Administrative Officer
Georgette Aronow
SheriffFinance@nevadacountyca.gov
530-265-1471

EXHIBIT B

SCHEDULE OF CHARGES AND PAYMENTS

Maximum Limit & Fee Schedule

In consideration for the services as set forth in Exhibit "A", County shall pay Contractor an amount not to exceed $4,722,440.09. The base monthly contract amount is set at $4,662,440.09 to be paid in twelve (12) equal monthly payments of $388,536.67 for the period July 1, 2025 to June 30, 2026. The difference in the maximum, not to exceed, amount and the base amount is $60,000.00 and is reserved for any additional medical charges as allowed per the Agreement.

Subsequent years shall be based on CPI increases in accordance with Section 7 of Exhibit B herein.

Contractor's cost proposal covers all required labor, equipment, and materials including any necessary expert or professional assistance retained by contractor necessary to provide the healthcare delivery system described in RFP No. 126269. All program services meet or exceed the requirements and specifications detailed in the RFP and clarified by the answers to questions.

1. **Staffing Plans for Basic Medical Services and Medical Assisted Treatment (MAT)**
   Contractor staffing shall comply with the staffing schedule below:

Nevada County, CA **Staffing For WBCF**									
Position	**Mon**	**Tues**	**Wed**	**Thurs.**	**Fri**	**Sat**	**Sun**	**Hrs/wk**	**FTE**
Day Shift									
HSA/Program Manager	8	8	8	8	8			40	1.00
MA/Clerk	8	8	8	8	8			40	1.00
Physician/Medical Director			5					5	0.13
Mid-Level Provider PA/NP	8	8	8	8	4			36	0.90
MAT Mid-Level Provider PA/NP	6		6					12	0.3
RN	12	12	12	12	12	12	12	84	2.10
MAT **Coordinator /** Dosing Nurse (RN/LVN)	8	8	8	8	8			40	1.0
RN/LVN	12	12	12	12	12	12	12	84	2.10
MAT Dosing Nurse (RN/LVN)						6	6	12	0.30
Dentist			8					8	0.20
Dental Assistant			8					8	0.20
MHP: LCSW/MFT	8	8	8	8	8			40	1.00
SUD Counselor	8	8	8	8				32	0.80
Psychiatrist	4			4				8	0.20
Total hours/FTE-Day								***449***	***11.23***
Evening Shift									
MHP: LCSW/MFT		8	8	8	8			32	0.80
Total hours/FTE-Evening								***32***	***0.80***

Night Shift									
RN	12	12	12	12	12	12	12	84	2.10
RN/LVN	12	12	12	12	12	12	12	84	2.10
Total hours/FTE-Nights								***168***	***4.20***
Weekly Totals									
Total Hours/FTE per week								***649***	***16.23***

NOTE: May substitute one hour of physician time for two hours of mid-level provider time, or two hours of mid-level provider time for one hour of physician time, as necessary and with prior written client approval. These substitutions should be noted on the Daily Labor Sheet Reports provided by the Contractor to the County.

2. Pharmacy Costs

Contractor shall provide a total pharmaceutical system for the County. Additionally, Contractor shall be responsible for psychotropic medication costs, and therefore the costs of all drugs administered.

Contractor shall bear responsibility for the cost of medications associated with the treatment of HIV/AIDS, hepatitis C, Hemophilia, organ transplants, cancer, and neuromuscular conditions, subject to a **$15,000 annual aggregate cap for these medications.** Any medications associated with the cap that are returned for a credit shall be credited back to the County as expediently as possible. Contractor shall provide a monthly report of these medications prescribed, and any medications returned for credit. Contractor shall be responsible for the cost of all other medications administered.

Contractor's pharmacy shall be responsible for billing USMS on prescription cost incurred. If Contractor does not attempt to receive prior authorization from USMS, Contractor shall bear the cost of the prescription.

3. Off-Site Costs

Contractor proposes **a limitation of $15,000 per medical episode** for hospital, emergency room, specialist, and other off-site services.

4. Other Variable Costs

Other variable costs such as laboratory, radiology, medical supplies, biohazardous waste, and a modest amount of profit margin create the remainder of Contractor's costs.

5. Insurance Requirements

Contractor shall maintain all insurance as required by the County and the State of California in accordance with all federal, state, and local laws and acts.

6. Population Adjustments

Contractor proposes a per diem adjustment of $5.50 per day for quarterly average persons in custody population in excess of 244.

This per diem is intended to cover additional costs in those instances where short-term changes in the incarcerated person population result in higher utilization of routine supplies and services. However, the per diem is not intended to provide for any additional fixed costs, such as new staffing

positions, which might prove necessary if the incarcerated person population grows significantly and if the population increase is sustained.

7. Annual Increases

Following completion of the first six (6) months of the contract term, effective July 1, 2021, the parties shall implement a 2% maximum increase to the contract price. For each subsequent renewal year thereafter (beginning July 1, 2022), Contractor shall receive an annual increase to the contract based on the 12-month percent change in the Consumer Price Index (CPI) – All Urban Consumers (CPIU)—Western Region—Medical Care., published by the Bureau of Labor Statistics of the U.S. Department of Labor. Contractor will provide County with CPI increase after Bureau of Labor Statistics website is updated in December with November's CPI numbers. Annual CPI increases shall be at least 1%, not to exceed 4%. This shall ensure Contractor's continued ability to offer wages that are competitive in the Nevada County market in subsequent contract years. Contractor must provide the Sheriff's Chief Fiscal Officer with a copy of the publication for the respective month the CPI inquiry was created.

Per Amendment No. 1 executed on the 9th of May 2023 per Resolution 23-187, the Contract was amended to include a 7.1% adjustment for contract year Three beginning July 1, 2023 through June 30, 2024.

8. Changes in the Scope of Services

The Contractor proposed pricing reflects the scope of care as outlined in Contractor's Technical Proposal and the current community standards of care regarding correctional healthcare services.

Should there be any change in or modification of the local, national, or community standards of care or scope of services, court rulings or interpretation, state or federal law or statute, or interpretation thereof, that results in sustained and material changes in costs, coverage of costs related to such changes are not included in this proposal and would need to be immediately negotiated with Nevada County to ensure all parties' interests are properly aligned. Changes which increase treatment volume, such as the opening of additional areas in either of the facilities or new construction of additional space, would all be considered a change in the scope of service and require renegotiation.

Inclusion of JBCT services at a future date shall necessitate some discussion regarding costs and payments.

9. Licensed Vocational Nurse (LVN) Coverage

The original contract included nursing coverage by RNs only. Due to severe staffing shortages of RN personnel, the nurses staffing matrix expanded (authorized by Amendment No. 1) to allow the option for LVN coverage to ensure quality and consistent health care is being delivered at the Wayne Brown Correctional Facility.

In the event an RN position is filled by an LVN, the County will be reimbursed the fully loaded hourly rate difference at $26.15.

Contractor shall be responsible for notifying County of any Wellpath staffing rate change thirty (30) days in advance to ensure that County is receiving proper reimbursement for unstaffed services.

10. Mental Health Professional Coverage

The current contract includes mental health coverage by Licensed Clinical Social Workers (LCSWs) and Licensed Marriage and Family Therapists (LMFTs) only. Due to severe staffing shortages of LCSW/LMFT personnel, the staffing matrix will expand by allowing the option for the following coverage to ensure quality and consistent health care is being delivered at the Wayne Brown Correctional Facility:

LPCC – Licensed Professional Clinical Counselor
AMFT – Associate Marriage and Family Therapist
ACSW – Associate Clinical Social Workers
APCC – Associate Professional Clinical Counselor

Staffing Credits for Utilization of AMFT, ACSW, and APPC Personnel

Contractor agrees that it shall provide a Credit to County equal to $5.00 per hour, aggregated by month, for each AMFT, ACSW, or APCC utilized each month, pro-rated for partial months. No credit will be applied to the LPCC as this is a licensed position and commensurate with the LCSW and LMFT positions currently authorized by the Contract.

This credit shall be applied to the following monthly invoice issued by Contractor. For example, if Contractor utilizes one AMFT during the month of November, 2023, and the AMFT works a total of 100 hours in that month, a credit of $500.00 shall be applied to Contractor's December, 2023 invoice. This credit amount will be clearly spelled out in terms of position and contract hours in the invoice documents such that the County can easily verify the accuracy.

Payment Schedule:

Invoices

Invoices shall be submitted to County in a form and with sufficient detail as required by County. Work performed by Contractor shall be subject to final acceptance by the County project manager(s) and fiscal staff.

Submit all invoices to:

Nevada County Sheriff's Office
Address: 950 Maidu Ave.
City, St, Zip Nevada City CA 95959
Attn: Chief Fiscal Officer
Email: SheriffFinance@nevadacountyca.gov
Phone: 530-265-1471

The County shall make payment within thirty (30) days after the billing is received and approved by County.

Unless otherwise agreed to by County, all payments owed by County to Contractor under this Contract shall be made by Automated Clearing House (ACH). In the event County is unable to release payment by ACH the Contractor agrees to accept payment by County warrant.

County will not accept any invoices including but not limited to, services provided, pharmaceutical costs, and catastrophic events, beyond three (3) months from the date of receipt of such invoice without prior approval from the County.

EXHIBIT C

INDEMNIFICATION AND INSURANCE REQUIREMENTS

1. **INDEMNIFICATION FOR DAMAGES:** To the fullest extent permitted by law, CONTRACTOR shall hold harmless, defend and indemnify the County of Nevada, its Board of Supervisors, officers, officials, employees, agents and volunteers from and against any and all liability, claims, losses, damages, expenses, and costs (including without limitation costs and fees of litigation) of every nature arising out of or in connection with CONTRACTOR's performance of work hereunder or its failure to comply with any of its obligations contained in the Contract, except such loss or damage to the extent caused by the negligence or willful misconduct of the County of Nevada, its officers, officials, employees, or volunteers. This indemnification obligation is the sole responsibility of the CONTRACTOR and should not be denied or impacted by any decision made by the CONTRACTOR's insurance carrier. Additionally, it should be understood that the County of Nevada, as a public entity, is governed by the California Government Code (Gov. Code section 900 *et. seq.*) and when a formal Government Tort claim is filed, it is expected that CONTRACTOR shall treat this as formal statutory notice and investigate and or appoint counsel to any matters that the County of Nevada would be owed indemnification. The County of Nevada may participate in the defense of any such claim without relieving CONTRATOR of any obligation hereunder. The obligations of this indemnity provision shall be for the full amount of all damage to County of Nevada, including defense costs, and shall not be limited by any insurance limits. In the event that the CONTRACTOR accepts a tender of defense with a reservation of rights, the selection of defense counsel is subject to approval by the County of Nevada which shall not be unreasonably withheld, and the CONTRACTOR agrees to reasonably coordinate its defense strategy with the County of Nevada.

2. **INDEMNIFICATION FOR TAXES AND CONTRIBUTIONS:** To the fullest extent permitted by applicable law, CONTRACTOR shall exonerate, indemnify, defend, and hold harmless the County of Nevada, its Board of Supervisors, officers, officials, employees, agents and volunteers from and against and all Federal, State, and Local taxes, charges, fees, or contributions required to be paid with respect to CONTRACTOR and CONTRACTOR's officers, employees and agents engaged in the performance of this Contract (including, without limitation, unemployment insurance, social security and payroll tax withholding).

3. **INSURANCE:** Prior to the commencement of work, and as a precondition to this contract, CONTRACTOR shall purchase and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of work hereunder by the CONTRACTOR, its agents, representatives, or employees. The insurance requirements and limits of the insurance provisions of this Agreement shall not be construed to limit any direct or indirect liability of the CONTRACTOR. Acceptance of insurance does not relieve CONTRACTOR from liability under this provision. This provision shall apply to all damages or claims for damages related to the services performed by CONTRACTOR pursuant to the terms and conditions of this Agreement regardless if any insurance obtained by CONTRACTOR is applicable or not. The insurance policy limits set forth herein shall not act as a limitation upon the amount of indemnification or defense to be provided by CONTRACTOR. Minimum scope and limit of coverage shall be at least as broad as:

A. Commercial General Liability (CGL)Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than $2,000,000 per occurrence and $5,000,000 annual aggregate.

B. Automobile Liability: Insurance Services Office Form Number CA 0001 covering, Code 1 (any auto), or if CONTRACTOR has no owned autos, Code 8 (hired) and 9 (non-owned), with limit no less than $1,000,000 per accident for bodily injury and property damage. This insurance coverage is required unless the CONTRACTOR does not drive a vehicle in conjunction with any part of the performance of this Contract and CONTRACTOR and certifies to this fact by initialing here.

C. Workers' Compensation insurance as required by the State of California, with Statutory Limits, and Employers' Liability Insurance with limits of no less than $1,000,000 per accident for bodily injury or disease.

D. Professional Liability (Errors and Omissions) Insurance covering medical malpractice, addiction treatment/recovery malpractice, and mental health services malpractice with limit no less than $2,000,000 per occurrence or claim and $5,000,000 annual aggregate limit. Further, CONTRACTOR understands and agrees it shall maintain such coverage for a period of not less than five (5) years following this Agreement's expiration, termination, or cancelation. Any aggregate limit for professional liability must be separate and in addition to any CGL aggregate limit.

E. Pollution Legal Liability covering the use, disposal, and release of medical waste, hazardous materials, or pollutants with limit no less than $500,000 per claim or occurrence.

F. Cyber Liability Insurance: With limits not less than $2,000,000 per occurrence, coverage shall be sufficiently broad to respond to the duties and obligations undertaken by CONTRACTOR in this Agreement and shall include, but not be limited to invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, alteration of electronic information, extortion and network security.

G. If the CONTRACTOR maintains broader coverage and/or higher limits than the minimums shown above, the COUNTY requires and shall be entitled to the broader coverage and/or the higher limits maintained by the CONTRACTOR. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the COUNTY.

H.

4. **OTHER INSURANCE PROVISIONS:** The insurance policies are to contain, or be endorsed to contain, the following provisions:

A. The COUNTY, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the CONTRACTOR including materials, parts, or equipment furnished in connection with such work or operations. General and auto liability coverage can be provided in the form of an endorsement to the CONTRACTOR's

insurance (at least as broad as ISO Form CG 20 10 11 85 or both CG 20 10, CG 20 26, CG 20 33, or CG 20 38; and CG 20 37 forms if later revisions used).

B. The CONTRACTOR's insurance coverage shall be primary insurance primary coverage at least as broad as ISO CG 20 01 04 13 as respects the COUNTY, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the COUNTY, its officers, officials, employees, or volunteers shall be in excess of the CONTRACTOR's insurance and shall not contribute with it.

C. CONTRACTOR shall give COUNTY 30 days prior notice of cancelation, non-renewal, or materially reduce any specific insurance policies; it is further understood that CONTRACTOR shall not cancel, non-renew, or materially reduce such insurance until COUNTY receives adequate proof that equal or better coverage has been secured. No cancellation provisions in the insurance policy shall be construed in derogation of the continuing duty of CONTRACTOR to furnish insurance during the term of this contract.

D. CONTRACTOR hereby grants to COUNTY a waiver of any right to subrogation which any insurer of said CONTRACTOR may acquire against the COUNTY by virtue of the payment of any loss under such insurance. CONTRACTOR agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the COUNTY has received a waiver of subrogation endorsement from the insurer.

E. COUNTY understands and agrees CONTRACTOR elects to maintain a $3,000,000 self-insured retention. CONTRACTOR shall provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. The COUNTY will be notified of any changes to this portion of CONTRACTOR's coverage.

F. If any of the required policies provide claims-made coverage, the Retroactive Date must be shown, and must be before the date of the contract and the beginning of contract work. The insurance must be maintained, and evidence of insurance must be provided for at least five (5) years after completion of the contract work. If coverage is canceled or non- renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the CONTRACTOR must purchase "extended reporting" coverage for a minimum of five (5) years after completion of work.

G. CONTRACTOR's insurance shall be placed with admitted insurers rated by A.M. Best Co. as A:VII or higher. Lower rated, or approved but not admitted insurers, may be accepted if prior approval is given by COUNTY's Risk Manager.

H. Prior to the commencement of work, CONTRACTOR shall provide to COUNTY with original Certificates of Insurance including all required amendatory endorsements. All certificates and endorsements are to be received and approved by the COUNTY before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the CONTRACTOR's obligation to provide them. The COUNTY reserves the right to require complete, certified copies of documentation evidencing

compliance with these insurance requirements, including the endorsements required by these specifications, at any time.

I. Failure to Maintain Coverage: If the CONTRACTOR fails to maintain any of the insurance coverage required herein, County may withhold payment, order the CONTRACTOR to stop the work, declare the CONTRACTOR in breach, suspend or terminate the Agreement, assess insurance or pay premiums due on existing policies. COUNTY may collect any replacement insurance costs or premium payments made by COUNTY to an insurer from CONTRACTOR or deduct the amount paid from any sums due the CONTRACTOR under this Agreement. Breach of any insurance provision herein may be considered as a material breach in the discretion of the COUNTY. Any failure to comply with the reporting provisions of the policies shall not affect coverage provided to the COUNTY, its officers, officials, employees, or volunteers.

J. The COUNTY is not to be liable for the payment of premiums, assessments, deductibles or SIRs on the policy.

K. The Contractor shall include all subcontractors as insureds under its policies or shall furnish separate certificates of endorsements for each subcontractor. All subcontractors shall be subject to all the requirements stated herein.

5. **DEFENSE OF CLAIMS AND ACTIONS:** CONTRACTOR shall investigate, adjust, settle and/or defend COUNTY against any and all claims, actions, or proceedings including, but not limited to, wrongful death, medical malpractice, claims under 42 U.S.C. Section 1983, and claims against COUNTY by physicians, healthcare professionals, and personnel performing services for CONTRACTOR pursuant to this Agreement for employee benefits of any kind, arising out of CONTRACTOR's provision of health care services and programs under this Agreement. As part of its obligation to provide a defense to the COUNTY, CONTRACTOR shall provide to COUNTY legal representation where necessary in all cases other than petitions for writ of habeas corpus brought by incarcerated persons in the Nevada County's Superior Court. CONTRACTOR shall be fully responsible for all other legal matters related to health care services provided, and shall where necessary, respond verbally or in writing or give testimony in any court of law as part of the comprehensive health care services provided, and at no additional cost to the COUNTY. CONTRACTOR shall cooperate with COUNTY in the defense of habeas corpus writ petitions filed against the COUNTY. This cooperation shall include, but is not limited to, providing medical records and testimony of CONTRACTOR personnel at hearings at no additional cost to the COUNTY.

6. In the event any litigation is commenced by the Indemnified Party under this agreement to enforce its right to indemnification or defense, and it is subsequently determined that the Indemnified Party was entitled to indemnification or defense, the Indemnifying Party shall be responsible for all costs and expenses so incurred, including reasonable attorneys' fees, by the Indemnified Party to enforce its right to indemnification or defense.