

PERSONAL SERVICES CONTRACT

County of Nevada, California

This Personal Services Contract is made between the COUNTY OF NEVADA (herein "County"), and

California Forensic Medical Group, Inc. (CONTRACTOR)

(herein "Contractor"), wherein County desires to retain a person or entity to provide the following services, materials and products generally described as follows:

(§1) **Medical, mental health and dental services to the adult and juvenile correctional facilities in Nevada County**

SUMMARY OF MATERIAL TERMS

- (§2) **Maximum Contract Price:** \$1,172,702 (FY 15/16; future CPI increases shown in Exhibit 'B')
- (§3) **Contract Beginning Date:** 01/01/2016 **Contract Termination Date:** 06/30/2019
- (§4) **Liquidated Damages:** N/A

INSURANCE POLICIES

Designate all required policies:

		Req'd	Not Req'd
(§6) Commercial General Liability	(\$1,000,000)	<u>X</u>	<u> </u>
(§7) Automobile Liability	(\$ 300,000) Personal Auto	<u> </u>	<u>X</u>
	(\$1,000,000) Business Rated	<u> </u>	<u>X</u>
	(\$1,000,000) Commercial Policy	<u>X</u>	<u> </u>
(§8) Worker's Compensation		<u>X</u>	<u> </u>
(§9) Errors and Omissions	(\$1,000,000)	<u>X</u>	<u> </u>

LICENSES

Designate all required licenses:

(§14) See Exhibit A

NOTICE & IDENTIFICATION

(§26) Contractor: California Forensic Medical Group, Inc. 2511 Garden Road, Ste. A 160 Monterey, CA 93940	County of Nevada: Nevada County Sheriff's Office 950 Maidu Avenue Nevada City, CA 95959
Contact Person: Donald Myll - CFO (831) 649-8994 e-mail: donald.myll@cmgcos.com Fed Tax ID: 77-0005793	Contact Person: Lt. Alicia Burget (530) 470-2757 e-mail: Alicia.Burget@co.nevada.ca.us Org Code:0101 20302 153 5262/530800 15300000

Contractor is a: (check all that apply)

Corporation: X Calif., Other, LLC, Non-profit
Partnership: Calif., Other, LLP, Limited
Person: Individ., Dba, Ass'n, Other

EED: Independent Contractor Worksheet Required: Yes X No
HIPAA: Schedule of Required Provisions (Exhibit D): X Yes No

ATTACHMENTS

Designate all required attachments:

	Req'd	Not Req'd
Exhibit A: Schedule of Services (Provided by Contractor)	<u>X</u>	<u> </u>
Exhibit B: Schedule of Charges and Payments (Paid by County)	<u>X</u>	<u> </u>
Exhibit C: Schedule of Changes (Additions, Deletions & Amendments)	<u> </u>	<u> </u>
Exhibit D: Schedule of HIPAA Provisions (Protected Health Information)	<u>X</u>	<u> </u>

Terms

Each term of this Contract below specifically incorporates the information set forth in the Summary at page one (1) above as to each respective section (§) therein, as the case may be.

Services

1. **Scope of Services:**

Contractor shall provide all of the services, materials and products (herein "Services") generally described in **Exhibit "A"**, according to a performance schedule, if applicable, as set forth in said exhibit (herein "Performance Schedule") . If requested, Contractor agrees to serve as an expert witness for County in any third party action or proceeding arising out of this Contract.

Payment

2. **Charges and Payments:**

The charges (herein "Charges") for furnishing the aforesaid Services under this Contract are set forth in **Exhibit "B"**, including, if applicable, hourly rates, unit pricing, and expense, mileage and cost limits. Said Charges shall be presented monthly by invoice, and shall be due within thirty (30) days of receipt unless payment is otherwise set forth in said **Exhibit "B"**, and shall remain in effect for the entire term of this Contract, and any extension hereof. In no event will the cost to County for Services to be provided under this Contract, including direct non-salary expenses, exceed the **Maximum Contract Price** set forth at §2, page one (1), above.

Time for Performance

3. **Contract Term:**

This Contract shall commence on the **Contract Beginning Date** set forth at §3, page one (1), above. All Services required to be provided by this Contract shall be completed and ready for acceptance no later than the **Contract Termination Date** set forth at §3, page one (1), above.

4. **Liquidated Damages:**

County and Contractor agree that damages to County due to delays in timely providing Services in accordance with the aforesaid Performance Schedule and Contract Termination Date are impractical and difficult to ascertain. Therefore, if §4 at page one (1) hereof shall indicate a daily amount as **Liquidated Damages**, County shall have the right to assess said daily sum, not as a penalty, but as and for damages to County due to delays in providing Services not in accordance with the said Performance Schedule, or later than the Contract Termination Date (herein "Delay"). Liquidated Damages shall be offset against amounts owing to Contractor, including retention sums.

To the extent that any Delay is a result of matters or circumstances wholly beyond the control of Contractor, County may excuse said Liquidated Damages; provided however, that County may condition such excuse upon Contractor having given prompt notice to County of such delay immediately by telephone and thereafter by written explanation within a reasonable time. The time for Contractor's performance shall be extended by the period of delay, or such other period as County may elect.

5. **Time of the Essence:**

Time is of the essence with respect to Contractor's performance under this Contract. Delay in meeting the time commitments contemplated herein will result in the assessment of liquidated damages, if indicated at §4 at page one (1), hereof. If Liquidated Damages are not so indicated, damages shall be as otherwise provided by law.

Insurance

6. **Commercial General Liability Insurance:** (County Resolution No. 90674)

If §6 at page one (1) hereof shall indicate a **Commercial General Liability** insurance policy is required, Contractor shall promptly provide proof of such insurance evidenced by a certificate of insurance with properly executed endorsements attached, which insurance shall include the following:

- (i) Broad form coverage for liability for death or bodily injury to a person or persons, and for property damage, combined single limit coverage, in the minimum amount indicated at said §6;

- (ii) An endorsement naming County as an additional insured under said policy, with respect to claims or suits arising from the Services provided or the relationships created under this Contract;
- (iii) A provision that said insurance shall be primary and other insurance maintained by the County of Nevada shall be excess only and not contributing with Contractor's insurance;
- (iv) A provision that said insurance shall provide for thirty (30) days written notice to County of any termination or change in coverage protection, or reduction in coverage limits (except ten (10) days notice for non-payment of premium).

7. Automobile Liability Insurance: (County Resolution No. 90676)

If §7 at page one (1) hereof shall require either a Business Rated or a Commercial Automobile Liability insurance policy, for each vehicle used including non-owned and hired automobiles, Contractor shall promptly provide proof of such insurance evidenced by a certificate of insurance with properly executed endorsements attached, which insurance shall include the following provisions:

- (i) Liability protection for death or bodily injury to a person or persons, property damage, and uninsured and underinsured coverage, combined single limit coverage, in the minimum amount indicated at said §7;
- (ii) An endorsement naming County as an additional insured under said policy, with respect to claims or suits arising from the Services provided or the relationships created under this Contract;
- (iii) A provision that said insurance shall be primary and other insurance maintained by the County of Nevada shall be excess only and not contributing with Contractor's insurance;
- (iv) A provision that said insurance shall provide for thirty (30) days written notice to County of any termination or change in coverage protection, or reduction in coverage limits (except ten (10) days notice for non-payment of premium).

If §7 at page one (1) hereof shall require a Personal Auto policy, for each vehicle used including non-owned and hired automobiles, Contractor shall promptly provide proof of such insurance for a minimum of three hundred thousand dollars, (\$300,000), in combined single limits, and naming the County as additionally insured.

8. Worker's Compensation: (County Resolution No. 90674)

If §8 at page one (1) hereof shall indicate a **Worker's Compensation** insurance policy is required, Contractor shall maintain said policy as required by law, and shall promptly provide proof of such insurance evidenced by a certificate of insurance, or other documentation acceptable to County.

Before commencing to utilize employees in providing Services under this Contract, Contractor warrants that it will comply with the provisions of the California Labor Code, requiring Contractor to be insured for worker's compensation liability or to undertake a program of self-insurance therefor.

9. Errors and Omissions:

If §9 at page one (1) hereof shall indicate **Errors and Omissions** insurance is required, Contractor shall maintain either a professional liability or errors & omissions policy in the minimum amount indicated, and shall promptly provide proof of such insurance evidenced by a certificate of insurance, or other documentation acceptable to County.

10. Miscellaneous Insurance Provisions: (County Resolution No. 90675)

All policies of insurance required by this Contract shall remain in full force and effect throughout the life of this Contract and shall be payable on a "per occurrence" basis unless County specifically consents to "claims made" coverage. If the County does consent to "claims made" coverage and if Contractor changes insurance carriers during the term of this Contract or any extensions hereof, then Contractor shall carry prior acts coverage.

Insurance afforded by the additional insured endorsement shall apply as primary insurance, and other insurance maintained by County, its officers, agents and/or employees, shall be excess only and not contributing with insurance required or provided under this agreement.

At all times, Contractor shall keep and maintain in full force and effect throughout the duration of this Contract, policies of insurance required by this Contract which policies shall be issued by companies with a Best's Rating of B+ or higher (B+, B++, A-, A, A+ or A++), or a Best's Financial Performance Rating (FPR) of 6 or higher (6, 7, 8 or 9) according to the current Best's Key Rating Guide, or shall be issued by companies approved by the County Risk Manager. In the event the Best's Rating or Best's FPR shall fall below the rating required by this paragraph, Contractor shall be required to forthwith secure alternate policies which comply with the rating required by this paragraph, or be in material breach of this Contract.

Failure to provide and maintain the insurance policies (including Best's ratings), endorsements, or certificates of insurance required by this Contract shall constitute a material breach of this agreement (herein "Material Breach"); and, in addition to any other remedy available at law or otherwise, shall serve as a basis upon which County may elect to suspend payments hereunder, or terminate this Contract, or both. (See §13, ¶2, below, as these provisions additionally apply to subcontractors.)

11. Indemnity:

Nothing herein shall be construed as a limitation of Contractor's liability, and Contractor shall indemnify, defend and hold harmless the County and its officers, officials, employees, agents and volunteers from any and all liabilities, claims, demands, damages, losses and expenses (including, without limitation, defense costs and attorney fees of litigation) which result from the negligent act, willful misconduct, or error or omission of Contractor, except such loss or damage which was caused by the sole negligence or willful misconduct of County or its officers, officials, employees, agents and volunteers.

Personal Services

12. Contractor as Independent:

In providing services herein, Contractor, and the agents and employees thereof, shall act in an independent capacity and as an independent contractor and not as agents or employees of County.

13. Assignment and Subcontracting:

Except as specifically provided herein, the rights, responsibilities, duties and Services to be performed under this Contract are personal to the Contractor and may not be transferred, subcontracted, or assigned without the prior written consent of County. Contractor shall not substitute nor replace any personnel for those specifically named herein or in its proposal without the prior written consent of County.

Contractor shall cause and require each transferee, subcontractor and assignee to comply with the insurance provisions set forth herein at §§6, 7, 8, 9 and 10, to the extent such insurance provisions are required of Contractor under this Contract. Failure of Contractor to so cause and require such compliance by each transferee, subcontractor and assignee shall constitute a Material Breach of this agreement, and, in addition to any other remedy available at law or otherwise, shall serve as a basis upon which County may elect to suspend payments hereunder, or terminate this Contract, or both.

14. Licensing and Permits:

Contractor warrants (i) Contractor is qualified and competent to provide all Services under this contract; (ii) Contractor and all employees of Contractor hold all necessary and appropriate licenses therefor, including those licenses set forth at §14, page one (1) hereof; and, (iii) Contractor shall obtain, and remain in compliance with, all permits necessary and appropriate to provide said Services. Contractor shall cause said licenses and permits to be maintained throughout the life of this Contract. Failure to do so shall constitute a Material Breach of this agreement, and, in addition to any other remedy available at law or otherwise, shall serve as a basis upon which County may elect to suspend payments hereunder, or terminate this Contract, or both.

Public Contracts

15. Prevailing Wage and Apprentices:

To the extent made applicable by law, performance of this contract shall be in conformity with the provisions of California Labor Code, Division 2, Part 7, Chapter 1, commencing with Section 1720 relating to prevailing wages which must be paid to workers employed on a public work as defined in Labor Code §§ 1720, et seq.; and shall be in conformity with Title 8 of the California Code of Regulations §§ 200 et seq., relating to apprenticeship. Contractor shall comply with the provisions thereof at the

commencement of Services to be provided herein, and thereafter during the term of this Contract. A breach of the requirements of this section shall be deemed a material breach of this contract. A copy of the relevant prevailing wage as defined in Labor Code §1770 et seq. is on file with the Department of Transportation, County of Nevada, 950 Maidu Avenue, Nevada City, California 95959. Copies will be provided upon request.

16. Accessibility (County Resolution No. 00190):

It is the policy of the County of Nevada that all County services, programs, meetings, activities and facilities shall be accessible to all persons, and shall be in compliance with the provisions of the Americans With Disabilities Act and Title 24, California Code of Regulations. To the extent this Contract shall call for Contractor to provide County contracted services directly to the public, Contractor shall certify that said direct Services are and shall be accessible to all persons.

17. Nondiscriminatory Employment:

In providing Services hereunder, Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, age, sex, national origin, political affiliation, ancestry, marital status or disability. This policy does not require the employment of unqualified persons.

18. Prior Nevada County Employment (County Resolution No. 03-353):

Effective July 22, 2003, it is the policy of the County of Nevada that former members of the Board of Supervisors, a former CEO, or a former Purchasing Agent, for a period of twelve (12) months following the last day of employment, shall not enter into any relationship wherein that former employee or former Board member receives direct remuneration from a legal entity that, during the last twelve (12) months of said employment or Board member's service, entered into a contract with, or received a grant from the County of Nevada. Provided however, that this prohibition shall not apply to any employee that did not personally approve a contract with or grant to said legal entity during the last twelve (12) months of said employment, and shall not apply when the Board of Supervisors did not approve a contract with or grant to said legal entity during the last twelve (12) months of said Board member's service.

A violation of this policy shall subject Contractor to all of the remedies enumerated in said resolution and as otherwise provided in law, which remedies shall include but not be limited to injunctive relief, cancellation and voiding of this contract by County, a return of grant money, a cause of action for breach of contract, and entitlement to costs and reasonable attorney fees in any action based upon a breach of contract under this provision.

19. Cost Disclosure:

In accordance with Government Code Section 7550, should a written report be prepared under or required by the provisions of this Contract, Contractor agrees to state in a separate section of said report the numbers and dollar amounts of all contracts and subcontracts relating to the preparation of said report

Default and Termination

20. Termination:

A Material Breach of this Contract pursuant to the terms hereof or otherwise, in addition to any other remedy available at law or otherwise, shall serve as a basis upon which County may elect to immediately suspend payments hereunder, or terminate this contract, or both, **without notice**.

If Contractor fails to timely provide in any manner the services materials and products required under this Contract, or otherwise fails to promptly comply with the terms of this Contract, or violates any ordinance, regulation or other law which applies to its performance herein, County may terminate this Contract by giving **five (5) days written notice** to Contractor.

Either party may terminate this Contract for any reason, or without cause, by giving **thirty (30) calendar days written notice** to the other, which notice shall be sent by registered mail in conformity with the notice provisions, below. In the event of termination not the fault of the Contractor, the Contractor shall be paid for services performed to the date of termination in accordance with the terms of this Contract. Contractor shall be excused for failure to perform services herein if such performance is prevented by acts of God, strikes, labor disputes or other forces over which the Contractor has no control.

County, upon giving **sixty (60) calendar days written notice** to Contractor, shall have the right to terminate its obligations under this Contract at the end of any fiscal year if the County or the State of

California, as the case may be, does not appropriate funds sufficient to discharge County's obligations coming due under this contract.

Miscellaneous

21. Books of Record and Audit Provision:

Contractor shall maintain complete records relating to this Contract for a period of five (5) years from the completion of Services hereunder. Said records shall include but not be limited to bids and all supporting documents, original entry books, canceled checks, receipts, invoices, payroll records including subsistence, travel and field expenses, together with a general ledger itemizing all debits and credits

Contractor shall permit County to audit said records as well as such related records of any business entity controlled by Contractor. Said audit may be conducted on Contractor's premises or at a location designated by County, upon fifteen (15) days notice. Contractor shall promptly refund any moneys erroneously charged and shall be liable for the costs of audit if the audit establishes an over-charged of five percent (5%) or more of the Maximum Contract Price.

22. Intellectual Property:

All original photographs, diagrams, plans, documents, information, reports, computer code and all recordable media together with all copyright interests thereto (herein "Intellectual Property"), which concern or relate to this Contract and which have been prepared by, for or submitted to Contractor, shall be the property of County, and upon fifteen (15) days demand therefor, shall be promptly delivered to County without exception. Provided however, for personal purposes only and not for commercial, economic or any other purpose, Contractor may retain a copy of Contractor's work product hereunder.

23. Entire Agreement:

This Contract represents the entire agreement of the parties, and no representations have been made or relied upon except as set forth herein. This Contract may be amended or modified only by written, fully executed agreement of the parties.

24. Jurisdiction and Venue:

This Contract shall be construed in accordance with the laws of the State of California and the parties hereto agree that venue shall be in Nevada County, California.

25. Compliance with Applicable Laws:

The Contractor shall comply with any and all federal, state and local laws, codes, ordinances, rules and regulations which relate to, concern or affect the Services to be provided by this Contract.

26. Notices:

This Contract shall be managed and administered on County's behalf by the department and the person set forth at §26, page one (1) of this Contract, and all invoices shall be submitted to and approved by this Department. In addition to personal service, all notices may be given to County and to Contractor by first class mail addressed as set forth at said §26 Said notices shall be deemed received the fifth (5th) day following the date of mailing or the earlier date of personal service, as the case may be.

27. Authority:

All individuals executing this Contract on behalf of Contractor represent and warrant that they are authorized to execute and deliver this Contract on behalf of Contractor.

IN WITNESS WHEREOF, the parties have executed this Contract effective on the Beginning Date, above.

CONTRACTOR

COUNTY OF NEVADA:

Donald Myll
CONTRACTOR Chief Financial Officer

Honorable Dan Miller
Chair of the Board of Supervisors

APPROVED AS TO FORM:

By: _____
County Counsel

ATTEST:

By: _____
Julie Patterson-Hunter
Clerk of the Board of Supervisors

EXHIBIT "A"

SCHEDULE OF SERVICES

SCOPE OF SERVICES

Definitions

The terms "patient", "individual", "population" and "person" refers to those confined, detained or incarcerated in either the Wayne Brown Correctional Facility or the Carl F. Bryan II Juvenile Hall Facility.

Responsibility for Health Care Services

CONTRACTOR will be the designated health authority responsible for health care services for populations in the Nevada County Wayne Brown Correctional Facility ("WBCF") and Carl F. Bryan II Juvenile Hall Facility ("CFB") based upon a written contract approved by action of the Nevada County Board of Supervisors. Final medical judgments rest with the Medical Director of the CONTRACTOR, or his designee. Supervision and reporting roles and responsibilities for administrative and clinical aspects of the health services program will continue to be carried out in accordance with an organizational chart developed for the Nevada County Correctional Facilities. All health care services will comply with Title 15 of the California Code of Regulations and will meet the Institute for Medical Quality (IMQ) Accreditation Standards for the Adult Facility.

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 will continue to be the responsibility of Contractor's medical providers. Housing issues which affect both custody and medical will continue to be discussed between the facility commander or his designee and the CONTRACTOR's medical Program Manager.

Initial Health Receiving Screening

Medical screening will continue to be performed by health trained COUNTY staff on all individuals, including transferees, immediately upon arrival at the "WBCF" and the "CFB" using the Intake Health questionnaire, with the Contractor's healthcare staff used as intake backup. Contractor will provide annual training and updates as needed to "WBCF" staff and "CFB" supervisors on the intake health screening process using the Initial Health Screening Form. All positive responses will continue to be referred to Contractor health services staff that will respond and perform a medical screening. The initial screening process to be performed by the County and Contractor:

- identifies and addresses any urgent health needs
- identifies arrestees who may be contagious and require isolation
- determines any known or identifiable health needs that require attention prior to a health assessment
- identifies arrestees who may pose a potential threat to themselves or others

The basic components of the initial health screening include inquiries into a wide range of current and past health issues such as:

- current health condition
- current or past illnesses
- history of tuberculosis or other infectious/communicable illness, or symptoms suggestive of such illness

- recent symptoms of communicable disease
- alcohol/other drug use
- mental health problems including any suicidal thoughts or risk
- medications
- routine medical treatments
- special health requirements (including dietary needs or restrictions)
- history of trauma and/or abuse/sexual assault
- history of hospitalizations
- dental issues/problems
- allergies
- current or recent pregnancy (as applicable)
- health insurance coverage
- cognitive or physical impairments
- other health problems

It also includes collection of various vital signs (temperature, pulse, blood pressure, etc.) and pertinent observations (behavior, body deformities, ease of movement, persistent cough or lethargy, and skin condition). Upon admission, arrestees who are under the influence of alcohol or drugs will be separated from the general population and kept under close observation. The Contractor ensures proper management of any arrestee /detained minor under the influence of a substance.

The Contractor will medically evaluate an arrestee / detained minor currently taking prescribed medication. If medically indicated and in accordance with established protocols, the medications will be made available to the patient.

HIV/AIDS

If an individual comes into the “WBCF” with a current treatment regimen on HIV medications, the Contractor will continue the treatment and will coordinate with an offsite Infectious Disease or HIV specialty group as needed.

”WBCF” and “CFB” Services Coordinator

The CONTRACTOR’s Program Manager will coordinate with the “WBCF” and CFB intake services. The Program Manager will oversee COUNTY personnel for the limited purpose of ensuring those services are performed efficiently and in a timely manner.

Placement within the Wayne Brown Correctional Facility

Contractor will work closely with the “WBCF” correctional personnel to aid in identifying proper placement of an arrestee as follows:

- placement in the general population
- placement in the general population and referral to the appropriate health care services at the facility
- immediate referral to a physician or nurse practitioner for health review/treatment
- referral to an appropriate offsite facility or preferred provider for emergency treatment

All findings will be recorded on the Intake Health Screening Form. The individual conducting the screening will document all answers noting Yes, No, Refuses to Answer, or Unable to Answer to all questions on the form. A copy of the Intake Health Screening form will be included in the patient’s medical record.

Uniek EMR in Initial Health Screening:

Once implemented, the Uniek intake screening process will streamline care and allow for real-time response to any identified health issues. In the Nevada County facilities, the COUNTY staff completes a

“pre-screen” on individuals entering the facilities. If any positives are identified in this pre-screening process, the medical team will be given a copy of the pre-screen and will scan into Uniek.

The EMR will provide real-time data when a person is screened in booking, notifying our healthcare team of any prior medical history including: medications, treatments, or other conditions. This ensures that persons with medical issues are identified and allows our healthcare team to take all appropriate actions.

Chemically Dependent Individuals

Individuals who present with a history of substance abuse or are referred by COUNTY staff are evaluated by CONTRACTOR staff to determine their medical status. Opiate addicted pregnant females will be evaluated by health services within six hours of admission to the facility. Treatment and referral will continue to be in accordance with direct physician’s orders or CONTRACTOR standardized procedures. An individual treatment plan will be developed and implemented and a referral to community resources will be made upon release.

Access to Treatment for the “WBCF” and “CFB”

Information regarding access to health care services will be communicated verbally and in writing to individuals upon their arrival at the facilities. Provisions will be made to communicate this information to non-English speaking individuals. Verbal explanations of the sick call procedure will be communicated to all individuals at the time of booking. Verification of County staff’s verbal explanation is documented on the health screening form. Upon booking, direct referral to health services staff are made in any case of an immediate health need or as soon as possible after the individual enters the facilities. Signs posted in English and Spanish describing sick call availability and procedure will be posted in booking and in the common areas of the living units. The Program Manager will be responsible for ensuring proper signs are posted in mandated areas.

Health Inventory and Communicable Disease Screening

CONTRACTOR has established an evaluation processes to ensure early detection and intervention of communicable diseases to ensure accurate and timely treatment to enable CONTRACTOR staff to provide meticulous tracking. Utilizing the Uniek Electronic Medical Record (EMR) system CONTRACTOR staff will have real time data regarding any type of disease and condition, which will enable CONTRACTOR staff to identify and begin treatment early in the process. Communicable disease screening, continuing medical surveillance, case management and reporting is completed pursuant to written procedures and guidelines established and approved by the medical director, program manager and the facility manager in accordance with state and local regulations and accepted community standards and practice. Universal precautions are practiced by all staff in the correctional facilities.

Individual will be screened for communicable diseases during the initial booking process (pre-detention medical screening), fourteen (14) day Health Inventory/Communicable Disease Screening, and ninety-six (96) hour physicals at “CFB”, kitchen worker clearance, and sick call.

Treatment and case management of patients identified as having or suspected of having a communicable disease will be individualized in accordance with direct medical provider orders or written protocols/standardized procedures or guidelines approved by the medical director and contained within the Bloodborne and Airborne Pathogen Exposure Control plans and the CONTRACTOR Exposure to Pathogenic Organism by CONTRACTOR Staff and HIV testing policies. CONTRACTOR will observe and manage patients housed in the Outpatient Housing Unit twenty-four (24) hours per day, seven (7) days per week by appropriately licensed health services staff.

Health services staff will report incidences of communicable disease exposure to the officer in charge of the facility in accordance to CONTRACTOR’s procedure and will advise individuals with communicable diseases that they are statutorily required to report to custody staff per Health and Safety Code 121070 and Penal Code 7500 et al.

Health services staff will report reportable communicable diseases to the Nevada County Public Health Department in accordance with the state's reporting requirements for communicable diseases, or within one working day.

Wayne Brown Correctional Facility

A complete gender specific health inventory and communicable disease screening will be completed on all persons within fourteen (14) days of arrival at the "WBCF". Communicable disease screening includes at a minimum, screening for tuberculosis and other diseases in accordance to the findings of the health inventory. The completed history form and the intake health screening form will be reviewed with the person by a qualified health services professional. Positive findings will be recorded on the problem list.

A follow-up plan of action will be developed and documented in the health record.

Carl F. Bryan II Juvenile Hall Facility

A complete health appraisal including medical and mental health histories, physical examination, and laboratory and diagnostic tests will be completed on each juvenile within ninety-six (96) hours. The juvenile hall intake will be in compliance with Title 15, Article 8 and participate in the annual Title 15 required health and care inspection.

The health appraisal will be performed in four stages:

- The first stage is the initial health screening performed immediately upon admission to the facility by trained COUNTY staff.
- The second stage is the health history and examination completed within 96 hours of admission by CONTRACTOR.
- The third stage includes laboratory/diagnostic testing to be completed by CONTRACTOR.
- The fourth stage is a completion of the immunization status of the juvenile to be done by CONTRACTOR.

For both the adult and juvenile facilities, CONTRACTOR will continue to work with the Facility Administration to ensure guidelines for isolation precautions are in place for individuals with a communicable disease or a specific infection. Guidelines include ventilation, respiratory infection programs, and other infection control measures. CONTRACTOR will review these guidelines regularly to ensure they remain efficient and effective.

Treatment/Case Management

- Treatment and case management of patients identified as having or suspected of having a communicable disease will be individualized in accordance with direct medical provider orders, written protocols, and standardized procedures and/or guidelines approved by the Medical Director
- Infection Control Guidelines for the "WBCF" and the Juvenile Hall
- Exposure to Pathogenic Organism by CONTRACTOR staff
- Infection Control: Potential Exposure
- AIDS and Hepatitis B Isolation Guidelines

CONTRACTOR will keep the Infection Control Manual, which focuses on education, prevention and monitoring of infection control issues, on-site and accessible to all staff.

Health Care Maintenance

For the "WBCF" population, a complete health appraisal including medical and mental health histories, physical examination, and laboratory and diagnostic tests will be completed within six months of intake.

Daily Triage/Sick Call

Daily sick call will provide "WBCF" and "CFB" populations with timely access to health care and will ensure appropriate identification and treatment of medical issues or concerns as they arise. Information regarding access to health care services will be communicated verbally and in writing to individuals upon their arrival at the facilities. Provisions will be made to communicate this information to non-English speaking individual. Verbal explanations of the sick call procedure will be communicated to all detainees at the time of booking. Verification of officer's verbal explanation will be documented on the health screening form. Upon booking, direct referral to health services staff will be made in any case of an immediate health need or as soon as possible after the individual enters the facilities. Signs posted in English and Spanish describing sick call availability and procedure will be posted in booking and in the common areas of the living units. The CONTRACTOR's Program Manager will be responsible for ensuring proper signs are posted in mandated areas.

CONTRACTOR will ensure all patients receive quality healthcare consistent with community standards and in accordance with IMQ and Title 15 standards.

The written health complaints and requests patients will be collected and triaged seven days per week by a qualified health services staff member. Urgent requests will be seen by the onsite medical provider or nursing staff. Emergency requests will be seen immediately and transported as required. All sick call requests will have the following notations: date and time reviewed, signature of health services staff, and disposition (i.e. scheduled for sick call, referred to mental health provider, transferred to off-site treatment facility.) All sick call requests are filed in the patient's medical record.

The CONTRACTOR's Program Manager will oversee the triage system utilized in the "WBCF" and "CFB". CONTRACTOR has specific triage guidelines to assist the nursing staff in responding to a variety of medical complaints (e.g. dental pain, alcohol withdrawal, pregnancy, diabetes, seizures). To assure that medical staff members are adequately trained to perform these tasks, CONTRACTOR will provide a comprehensive orientation program. All nurses will be required to attend a regional certified physical assessment course designed for correctional nurses. These regional programs are sponsored by CONTRACTOR.

All sick call encounters will be documented in the patient's medical record to include date and time seen, assessment of the medical provider utilizing the SOAP format, treatment plan, advisement for follow-up and the signature of the treating provider.

"CFB" Sick Call:

During the times that medical staff is not on-site, trained "CFB" personnel will solicit health care requests and determine, based on the nature of the complaint and pre-determined written guidelines, whether the on-call provider is contacted, minor is sent to emergency room, or scheduled for next sick call. The CONTRACTOR's Program Manager will oversee the triage system utilized in the "WBCF" and "CFB". CONTRACTOR will have specific triage guidelines to assist nursing staff in responding to a variety of medical complaints (e.g., dental pain, alcohol withdrawal, pregnant women, diabetes, and seizures). To assure staff is adequately trained to perform these tasks, CONTRACTOR will provide a comprehensive orientation program. All nurses will be required to attend a regional certified physical assessment course designed for correctional nurses. These regional programs are sponsored by CONTRACTOR.

"WBCF" Sick Call:

CONTRACTOR will use the Uniek EMR to organize and streamline the sick call process, providing assurance that all sick call requests are addressed and that no medically necessary care is overlooked. Sick call request slips will be scanned into the system and a work queue will be created to establish daily sick call/clinic schedules. Patient medical records will be readily available to all providers, ensuring immediate access to patient medical information. By utilizing the EMR system, CONTRACTOR will eliminate the wait for medical records for patients seen by multiple providers.

Health Education of Incarcerated Individuals

CONTRACTOR's will provide education programs to help individuals understand their conditions and promotes healthy lifestyles. This includes health education and promotion of self-care strategies for chronic conditions. Education that is covered is as follows:

- Sexually Transmitted Diseases
- HIV/AIDS Counseling
- General Health Issues (e.g. alcohol, drug abuse education, prenatal care, diet and nutrition)
- Tuberculosis
- Family Planning

CONTRACTOR's healthcare team will provide health education through various means such as educational handouts/pamphlets and DVDs. CONTRACTOR will ensure educational materials are maintained and current.

Medical preventative maintenance, screening and education will be provided to the populations at the "WBCF" and the "CFB". Health education materials will be provided to all individuals upon request. Patient education services will comply with CMA accreditation standards, IMQ standards and California statutes 1988, Chapter 1301, mandatory AIDS education for individuals.

Therapeutic Diet Program

CONTRACTOR will have procedures for the ordering of medical diets to support a individual's clinical condition. CONTRACTOR will coordinate for the provision of special diets with the County's food service coordinator. Dietary services in the Nevada County detention facilities will adhere to the standards outlined in Title 15, Section 1240-1249 of the California Administrative Code. CONTRACTOR's healthcare team will monitor special diets. CONTRACTOR will coordinate for the provision of special diets with the County's food service coordinator. Orders for medical diets will be written as clinically indicated.

Proactive Chronic Care Management

CONTRACTOR will provide a system for managing patients with chronic health conditions, anchored by a thorough screening program to identify and monitor these patients while they are incarcerated in the "WBCF" and the "CFB" Juvenile Hall. Individuals will be identified for chronic conditions during the initial intake screening, sick call, fourteen (14) day health Inventory or during the six (6) month physical.

When the EMR program is implemented, Individuals with chronic conditions will be identified in the system during the intake/booking process. The EMR program will alert the nurse to anyone who has been treated for a chronic condition in the past. Booked individuals with unstable conditions will be addressed immediately, while those with stable conditions will have initial baseline data gathered for three to five days and then be seen by the provider within five to seven days. Additional chronic care visits will be conducted routinely at 30, 60 and 90 days, and any time as needed. The EMR will allow medical providers to have immediate access to all essential health information in one location. Vital signs, blood sugar and other relevant health data are all listed together in chronological order, regardless of how, when or by whom the information was collected. All information will be available in a spreadsheet, flow sheet, or graph for easy review.

Examples of special medical needs are:

- chronic illness
- seizure disorders
- physical or developmental disability
- frailty
- communicable disease
- pregnancy
- terminal illness

- requirement for convalescent care
- special mental health needs

CONTRACTOR will provide to the “WBCF” and “CFB” Facility Managers along with custody staff notifications of special accommodations required to address the patient’s needs.

CONTRACTOR will provide the patient with necessary periodic follow-up, evaluation, and treatment. Follow-up appointments will be scheduled at least every 90 days, but may occur more frequently as appropriate. For each patient assigned to a chronic or specialty care clinic, our health care staff creates an individualized, physician approved written treatment plan that addresses the patient’s particular needs. CONTRACTOR will provide the patient with access to the necessary supportive and rehabilitative services in order to maintain or improve the patient’s health.

As applicable, the treatment plan includes, but is not limited to:

- program assignments
- medications
- physical therapy
- frequency of follow-up examinations
- disciplinary measures
- therapeutic diets
- type and frequency of laboratory tests
- treatment adjustments
- dressing changes
- housing
- transfers

Consults and Specialty Services

When treatment cannot be delivered onsite, CONTRACTOR will coordinate the care with outside providers. CONTRACTOR will provide such notice well in advance except for emergency situation where treatment cannot be delayed. For security and safety purposes, CONTRACTOR will not disclose any appointment information (such as date, time and place of appointment) to patient, their family or friends. CONTRACTOR will maintain the formalized processes with Nevada County regarding the notification process for off-site medical services to ensure they continue to align with the Facility’s procedures and guidelines.

Uniek EMR’s system of alerts and work queues will ensure that CONTRACTOR’s healthcare team is informed of upcoming visits, missed appointments and other essential information. The Uniek EMR will track missed or incomplete appointments, which can be reviewed for completeness and either closed or transferred to the next available date.

Specialty Referrals

CONTRACTOR will make referral arrangements with specialists for the timely treatment of patients with health care conditions that require expertise beyond the primary care services provided on-site.

CONTRACTOR will develop a system and process to effectively manage offsite utilization to ensure that patients receive all, and only, medically appropriate services. Key elements will include:

- Through the exclusive Arista MD cloud-based offsite referral management application, CONTRACTOR’s Chief Medical Officer (“CMO”) reviews all offsite referrals. The real-time queue system ensures prompt review and, where appropriate, approval of necessary services. Emergent services are auto approved with retrospective review, while all other services require affirmative approval by Dr. Herr.
- The Uniek EMR’s reporting and analysis capabilities allow clinical and corporate management to identify and analyze the patient population across any number of variables (e.g., gender, age, condition, prescription, booking date) to identify trends or evaluate care provided to specific groups.

- Uniek provides a clear dashboard view of all internal and external referrals that are pending, approved, and completed. Documentation of the rationale for the referral and recommendations from the consultant are all easily accessible from the same location in the chart or from the master referral dashboard.

Specialists' Recommendations

CONTRACTOR will work with outside healthcare providers to ensure that all recommendations involving any special procedures or non-routine follow-up are communicated to the Medical Director or designee. Each activity will result in a report in the patient's medical record within 72 hours of the encounter. When a patient is returned to jail, the physician/mid-level provider will review the findings and/or schedule, as needed, the patient for a clinical follow up. Documentation, including the specialist's note, will be entered into the medical record containing the following:

- Reason for the consult (subjective)
- Appropriate exam/lab findings (objective)
- Diagnosis (assessment) including specific recommendations
- Discharge plan(s) as appropriate
- Follow-up appointment (if necessary)
- Implement a treatment plan and document any reason for variance with the specialist's recommendations

Telemedicine

CFMG contracts with a psychiatrist currently providing the psychiatric services via Telepsychiatry to Nevada County. The contracted psychiatrist will be responsible for the medication management for patients with psychiatric disorders, monitoring individuals on suicide watch and brief counseling. CONTRACTOR will also use telemedicine to provide specialist consultations in areas, such as infectious disease, where such consultations can improve care and reduce off-site specialist visits.

Reproductive Services

CONTRACTOR will continue to work in conjunction with the County to provide reproductive services to the Nevada County correctional female population. CONTRACTOR will abide by IMQ and Title 15 standards for women's preventative care.

CONTRACTOR health services staff will provide counseling and assistance to pregnant individuals in planning for their unborn children whether they desire abortion, adoption services, or to keep the child. Prenatal care including diet, regularly scheduled obstetric monitoring, provisions for lactating women, management of the chemically dependent pregnant individual and monitoring for post-partum depression are provided.

All females will be queried regarding pregnancy, recent delivery, miscarriage or abortion as part of the intake health screening completed upon admission to the facility. When pregnancy is determined, the patient will be scheduled for routine OB care with an OB/GYN specialist in the community.

Prenatal and postnatal care will be provided in accordance with the treatment plan established by the OB/GYN specialist. Routine medical and mental health conditions will be managed by on-site providers as appropriate. Females desiring an abortion will be scheduled for counseling and abortion services. CONTRACTOR will be financially responsible for these services if the patient has no source of payment.

Pregnant individuals who are booked and addicted to opiates are treated as follows:

- If the individual is currently on methadone, the methadone treatment facility will be contacted for continued maintenance.
- If the individual is addicted to opiates and not currently on methadone, she will be seen by the physician who will develop a plan for maintenance or detoxification.

Ancillary Services

Ancillary services are a vital part of a patient's total health care services. CONTRACTOR will continue to provide as many diagnostic services on-site as applicable. When on-site services are not available or a patient's condition dictates the necessity for off-site services, CONTRACTOR will make arrangements with the appropriate COUNTY staff to transport the patient to a local radiology group or clinic. CONTRACTOR will process all off-site specialist referrals, diagnostic laboratory and imaging procedures through their Arista MD cloud-based referral management system, to ensure appropriateness.

CONTRACTOR will provide laboratory, x-ray and other required ancillary services and will be responsible for the cost of these services. Laboratory services are currently provided through a statewide contract laboratory. All specimens will be collected and handled by on-site health services staff in accordance with accepted laboratory standards and transported to the laboratory for processing.

Grossly abnormal test results will be communicated to the health services staff immediately. All other results will be forwarded to the health services staff on a daily basis or as soon as possible.

Routine x-ray services will be provided on-site through a contract with a national x-ray company and EKG machines will be available on-site. Specialized studies such as MRI, CAT scans, EEG and ultrasound will be provided through Sierra Nevada Memorial Hospital (also known as Dignity Health). For both specialty and ancillary off-site services, the RN will coordinate with the facility commander or designee to ensure efficient scheduling. Every attempt will be made to ensure that transportation is kept to a minimum.

The Uniek EMR, will have an interface with Quest Labs to enable timely, accurate ordering and reporting of results.

Prosthesis/Assistive Devices

Medical prosthesis and eyeglasses will be provided when the health of the patient would otherwise be adversely affected as determined by the responsible physician. All medical prosthesis will be cleared by the COUNTY. The cost of these devices will be the responsibility of the CONTRACTOR.

Hospital Services

Patients requiring acute hospital services such as critical care and intensive care/monitoring as well as general surgery will be referred to the closest facility able to provide the appropriate services. CONTRACTOR will assume all costs for medical care (excluding security) from the time of booking, medical clearance, and physical placement of an individual into the "WBCF" or the "CFB". Liability for such cases is limited to any catastrophic limitations described in the cost proposal of this document. No referrals are made to any facility without the approval of the medical director or on-call medical personnel (with the exception of life-threatening emergencies).

The CONTRACTOR's Program Manager will be the liaison with hospital medical staff to transfer patients back to custody or the special housing unit as soon as it is medically feasible. CONTRACTOR will not be responsible for the cost of psychiatric inpatient hospitalizations.

CONTRACTOR's hospital and specialty processes will follow all applicable federal, state, and local guidelines, including IMQ standards and guidelines established by Nevada County to ensure all individuals have access to hospitalization and specialty services, as medically necessary. When hospitalization is deemed medically necessary, CONTRACTOR will coordinate with Nevada County corrections for the transfer of a patient to a hospital or medical facility.

For any required hospitalization of a patient, the off-site treating physician will undertake the care and treatment of the patient; however, CONTRACTOR's healthcare team will continue to communicate on a daily basis with the treating physician regarding the delivery of all hospitalization services. The hospitalization will be subject to CONTRACTOR's physician-led utilization management (UM) program. CONTRACTOR's physician-led UM program will be structured to provide effective coordination and

oversight of all patients who need specialty and/or offsite care. It will ensure patients have access to the level of medical treatment they truly need, as well as ensure treatment remains:

- Consistent with community standards
- Cost-effective
- Timely

All recommendations for hospitalization, with the exception of emergency situations, will require review and approval by the site CONTRACTOR Program Manager. Any local or tertiary care hospital used by CONTRACTOR will continue to comply with all Nevada County directives, regulations and standards. CONTRACTOR will complete the utilization review (for approval of hospital care or outside consultations) within five working days of the request. Utilization review will be completed concurrently for most cases and after the fact in the case of an emergency.

CONTRACTOR will acquire a Discharge Summary upon any patient's discharge from a hospital. Upon return, the patient's hospital discharge documentation will be reviewed by the site Medical Director to determine post-hospitalization status, orders, recommendations and disposition. The review will be documented in the patient's medical record.

Emergency Medical Care

All healthcare team members will be familiar with the common medical emergencies that may occur in the Nevada County Correctional Facilities and will know the appropriate first aid procedures necessary to treat them. In addition, the names, addresses and telephone numbers of on-call medical personnel, ambulance company and local hospitals will be readily available.

If a medical emergency is reported, the on-site healthcare team will respond immediately with the appropriate equipment to assess the patient's condition and determine the course of treatment. If in the opinion of health services staff, the patient requires treatment that is beyond on-site capabilities, CONTRACTOR will notify the watch commander to request and specify the most appropriate mode of transportation (e.g., ambulance or patrol car). Patients awaiting emergency transfer will continue to be under constant supervision by health services staff or health trained custody staff. Sierra Nevada Hospital will be notified and a CONTRACTOR referral form will accompany the patient. CONTRACTOR will have a physician on-call 24 hours per day, seven days per week for the jail.

Transportation

CONTRACTOR staff will coordinate with the Transportation Unit to schedule all off-site medical appointments. CONTRACTOR will provide emergency first aid services to COUNTY staff and visitors within the confines of the Nevada County Correctional Facilities. CONTRACTOR will stabilize and arrange for transfer to an appropriate off-site facility.

First Aid Kits

First aid kits will be approved by the medical director of CONTRACTOR for content, location and inspection. Contents of first aid kits will be checked and refilled monthly by health services staff that will make a notation on the First Aid Refill Log.

Sanitation

CONTRACTOR will work with the County Health Officer who, under Section 1208 of the Penal Code, and will investigate health and sanitary conditions in every county jail.

Standardized Procedures/Protocols

Standardized procedures have been developed through the collaborative efforts of nursing, medicine and administration. Nursing staff must be properly trained and approved by the responsible physician prior to

utilizing standardized procedures. Only RN's are authorized to operate under Standardized Procedures. LVNs require a direct order from the physician or RN. These procedures are reviewed at least once annually.

Direct Orders

Treatment by qualified health trained personnel other than a physician or dentist will be performed pursuant to direct order written and signed by personnel authorized by law to give such orders. All orders will be recorded in the medical record. Verbal orders will be documented as such in the medical record and countersigned by the responsible physician.

Continuity of Care

Patients will receive continuity of care from admission to discharge while in the Nevada County Correctional Facilities including referral to community care when indicated. Health care providers will obtain information regarding previous care when undertaking the care of a new patient. When the care of the patient is transferred, appropriate health information is shared with the providers in accordance with consent requirements.

A Transfer of Medical Information form will be completed and accompany individuals being transferred to another correctional institution. Limited amounts of essential medications taken while in either facility, or a prescription, may be given to the individual upon discharge by order of the physician.

Drug and Alcohol Services

Individuals who are intoxicated, pose a potential threat to their own safety or the safety of others, and will be placed in the protective environment of the sobering cell under close observation by custody and health services staff. Detoxification from alcohol, when performed within either facility, will be completed under medical supervision in accordance with direct orders from the responsible medical provider and/or approved protocols/standardized procedures. Individuals who are placed in sobering cells will be observed and assessed by health services upon admission and every four hours thereafter. Custody staff will monitor these individuals at least every 15 minutes. Upon admission, the nursing staff will complete the CONTRACTOR Sobering/Safety Cell/Restraint Log form which includes vital signs and level of consciousness, and question the individual regarding history of alcohol-related seizures and other pertinent medical conditions.

The physician will then be contacted to evaluate the need for transfer to an acute care facility if an intoxicated individual exhibits the any of following signs and symptoms:

- Severe nausea and vomiting
- Dehydration
- Blood pressure greater than 160 systolic
- Blood pressure less than 90 systolic
- Pulse greater than 120
- Temperature greater than 101
- Severe profound confusion disorientation and agitation
- Unresponsiveness to verbal or painful stimuli

Juveniles exhibiting signs of drug or alcohol withdrawal will be evaluated by health services staff. During the time health services staff are not on-site, and child care staff suspect a juvenile is highly intoxicated or experiencing withdrawal symptoms they should transport the juvenile to Sierra Nevada Hospital for a medical clearance.

Individuals identified by self or deputies as substance abusers will be referred to health services staff for evaluation. Opiate dependent pregnant individuals will be evaluated by medical staff as soon as possible.

Treatment will be in accordance with direct physician's order or approved protocols/standardized procedures.

Individuals who are booked and are on a methadone maintenance program will be allowed to continue their treatment until they are sentenced as provided by their methadone treatment facility. The treating facility will then be notified.

Dental Services

Dental screening will be performed as part of the fourteen (14) day health assessment. Dental care will be provided to individuals at the main jail under the direction of a licensed dentist. Excluded from this contract is orthodontic and cosmetic treatment. Treatment provided will be based on the individual's length of stay and priorities listed below:

- Relief of pain and treatment of acute infections. This would include hemorrhage, toothaches, broken, loose or knocked out teeth, abscesses, and dry sockets after extractions.
- Extraction of unsalvageable teeth.
- Repair of injured or carious teeth.
- Removal of irritation conditions that may lead to malignancies (if incarceration is prolonged).
- Dental hygiene services and exam for stays of a year or more.

Individuals will be triaged and prioritized and will be scheduled to see the dentist as soon as possible but no later than three weeks from the time the complaint was made. Emergency cases will be seen as soon as possible.

Although treatment is not limited to simple extractions, elective restorative work that can reasonably be deferred without serious detriment to the patient should be considered the patient's responsibility. Such work may, with custody's approval, be done during the period of incarceration at the patient's expense. Otherwise, appropriate referral information should be supplied upon release. A record of dental treatment will be maintained in each patient's medical record. Detained juveniles requiring dental care will be referred to a dentist in the community.

Individualized Treatment Plans

A written individualized treatment plan will be developed by qualified health services staff for patients requiring close medical supervision, including chronic and convalescent care, and will include directions to health services and other staff regarding their roles in the care and supervision of these patients.

Patients with medical conditions identified during intake screening or returning to the facility from off-site hospitalization will be referred for evaluation by the responsible physician who is responsible for developing and documenting an individualized plan of treatment. Treatment plans include housing, dietary medication, observation and monitoring, and follow-up referral and/or evaluation as appropriate. The Facility Manager or his/her designee will be informed of aspects of the treatment plan which include custody staff, e.g. housing, observation, transportation, etc. A treatment plan is a series of written statements which specify the particular course of treatment plan can be included in plan portion of SOAP charting.

Medical Records

CONTRACTOR healthcare providers will maintain individual, complete and dated health records consistent with state regulations, community standards of practice and CCR Title 15, CMA 510 (Health Records), CMA 502 (Confidentiality of the Health Care Record) and CMA 504 (Records Retention). These records include, but are not limited to, the following:

- The completed Receiving Screening form
- Health Inventory/Communicable Disease Screening forms
- Physician's orders

- Problem list
- All findings, diagnosis, treatments, dispositions
- Prescribed medications and their administration
- Laboratory, x-ray and diagnostic studies
- Consent and Refusal forms
- Release of information forms
- Place, date and time of health encounters
- Names of persons treating, prescribing or evaluating
- Health service reports (i.e., dental and other consultations)
- Consultation, emergency and hospital reports and discharge summaries
- Hospital Discharge Summaries
- Jail/Juvenile Hall Medical Record Summaries (transfer forms)

All healthcare team members are responsible for maintaining current, accurate and legible medical records. The physician-patient confidentiality privilege applies to the medical/psychiatric record. Access to the individual's medical record is controlled by the CONTRACTOR's Program Manager, or designee. Medical records will be maintained in a secure, locked storage cabinet within the medical section. Access to medical records will be limited to licensed health services providers and medical records personnel. The health authority or his designee will share information with the facility manager as necessary to deliver medical treatment and to preserve the health and safety of population and staff in accordance with state regulations.

All requests for medical information will require written consent of the individual, guardian or subpoena. If an adult individual lacks capacity, a proper legal process will be required before any medical information is released. Alcohol and drug abuse information is confidential under federal regulations and can be disclosed only by specific written consent of the persons in custody or their guardian. Release of Information forms will be processed by the CONTRACTOR's Program Manager or his/her designee. To ensure continuity of care as appropriate, CONTRACTOR will work to obtain previous medical and psychiatric records from the county and other outside providers.

Medical Records Audit

The Medical Director of CONTRACTOR or his designee will monitor services provided by non-physician providers, including a focus on medical records quality, pharmaceutical practices and carrying out of direct or standing orders. CONTRACTOR will have an audit committee that will include the CONTRACTOR's Program Manager and Medical Director. The audit committee will perform focused medical record audits and will review quarterly statistical data, grievances, off-site referrals and incident reports. The Medical Audit Committee is part of the Quality Assurance Committee and complies by IMQ accreditation standards as well as Title 15 rules and regulations. CONTRACTOR will continue to submit an annual audit report on health care delivery and pharmaceutical services, noting corrective action taken as a result of audits.

Monthly reports will be delivered to the Sheriff, Chief Probation Officer and Public Health Officer. The following reports will include, but will not be limited to, the following:

- Number of patients seen at sick call by type, i.e., RN, PA/NP
- Number of patients seen by physician
- Number of patients seen by dentist
- Number of patients seen by optometrist
- Number of patients seen by psychiatrist
- Number of patients seen by MFT/LCSW
- Number of patients seen by crisis team
- Outpatient Housing Unit admissions, patient days, average length of stay
- Hospital admissions, patient days, average length of stay by diagnosis for medical and mental health
- Number of transfers to off-site hospital emergency departments

- Number of medical specialty consultation referrals
- Number of intake medical screenings
- Number of fourteen (14) day physical assessments (adults); seventy-two (72) hour physical assessments (juveniles)
- Number of diagnostic studies
- Number of communicable diseases reported, including AIDS exposure reporting in accordance with California Health and Safety Code and Title 15 California Code of Regulations
- Number of suicide attempts, successes, and individuals with suicide ideation
- Documentation that individuals are receiving and ingesting their prescribed medication
- Documentation if an individuals ordered medication was not administered and the reason
- Documentation of daily observation of individuals placed in special safety housing cells or administrative segregation
- Costs of services provided for individuals held per contract with other counties or agencies
- Costs of services provided for any medical surgical inpatient occurrence

Confidentiality of Health Care Record

The physician-patient confidentiality privilege applies to the medical/psychiatric record. Access to the patients' medical record will be controlled by the Medical Director, or designee. Adherence to applicable informed consent regulations and standards of the local jurisdiction are maintained.

Access to medical records will be limited to licensed health services providers and medical records personnel.

The CONTRACTOR's Program Manager or his/her designee will share information with the Facility Manager as necessary to deliver medical treatment and to preserve the health and safety of facility population and staff in accordance with state regulations. All requests for medical information require written consent of the individual, guardian or subpoena. Alcohol and drug abuse information is confidential under federal regulations and can be disclosed only by specific written consent of the individual or guardian. "Release of Information" forms are processed by the Program Manager or his/her designee. If an adult individual lacks capacity, proper legal process will be required before any medical information is released.

CONTRACTOR will provide copies of medical records in any criminal or civil litigation to the designated Facility Administration upon written request of County Counsel.

Data necessary for the classification, transport, security and control of individuals will be provided to the appropriate COUNTY staff. Medical records will be made available to the COUNTY when required to litigate any cause of action by or against any individual, against or by the Sheriff and/or COUNTY.

HIPAA

CONTRACTOR will comply with, and ensure that their officers, agents, employees, participants and volunteers comply with the Health Insurance Portability and Accountability Act of 1996 and its implementing regulations, and the privacy and security business associate requirements.

Inactive / Active Medical Records

Inactive medical records will remain confidential and protected from destruction for a minimum of seven years. Minors' health records will be protected from destruction for seven years past the age of majority. The medical and mental health record will be combined. CONTRACTOR will return inactive medical records to the county for destruction.

Active and inactive medical or dental records/files must not be removed from the Nevada County Facility without expressed permission from the Facility Commander or designee.

Pharmacy Operations

CONTRACTOR will provide pharmaceuticals to individuals. CONTRACTOR will also supply all equipment and supplies necessary to support the pharmaceutical program.

CONTRACTOR's pharmaceutical program and medication management processes will follow all applicable federal, state, and local guidelines, including Title 15 sections 1216 and 1438.

CONTRACTOR will manage the procurement, payment, inventory control, dispensing and disposal of all pharmaceuticals including psychotropic medications. Under their pharmaceutical program, CONTRACTOR will:

- Maintain inventory, cost, and ordering records for all pharmaceuticals including all over-the-counter medications dispensed by the pharmacy.
- Generate non-formulary requests electronically (i.e. computerized ordering and tracking in a system)
- Keep current patient drug profiles
- Identify potential interactions for all ordered drugs. The EMR is fully integrated with the Medi-span prescription drug database, to provide up-to-date and real-time information on drug interactions.
- Generate reports that may be sorted by individual name, drug name, Sig, prescribing practitioner, and drug class, which summarize all the monthly Medication Administration Records. These reports are electronically provided monthly to the Regional Director.
- Identify any individual who is enrolled in a chronic care clinic.
- Generate lists of individuals whose medications are within seven days of expiration.
- Generate a listing of the most frequently prescribed drugs and the most expensive drugs prescribed and provide on a monthly basis to the Regional Director and Contract Compliance Officer.
- Develop and implement a CQI program for the pharmacy program demonstrating a knowledge and focus on outcome measures and indicators.
- Develop a Pharmacy and Therapeutics Committee, which includes CONTRACTOR's onsite Medical and Psychiatric, Directors and Director of Nursing. CONTRACTOR will provide monthly meetings to discuss medication administration, utilization patterns, success or corrections needed and any problems arising from pharmacy activities. The monthly meeting minutes will be submitted to the Regional Director and Contract Compliance Officer.

CONTRACTOR's pharmaceutical program will be properly operated in accordance with all applicable Federal and State laws and will follow all regulations regarding prescribing, storing, dispensing and administering medications. Under the program, only professional staff with designated privileges may prescribe medications – as medically applicable, including:

- Physicians
- Dentists
- Psychiatrists
- Designated (midlevel) clinicians
- RN's functioning under Standardized Procedures

The CONTRACTOR's Program Manager will be responsible for the purchasing of all pharmaceuticals and supplies through purchasing agreements developed by CONTRACTOR. All pharmaceuticals will be available within 24 hours. Diamond Pharmacy will contract with a local pharmacy for stat orders. All pharmaceuticals will be stored, controlled, dispensed, and administered in accordance with state pharmaceutical guidelines. Diamond Pharmacy subcontracts with CONTRACTOR throughout the state of California to provide a licensed pharmacist to oversee the pharmacy program. On-site inspections will be conducted once per year.

CONTRACTOR will maintains a sixty (60) day supply of stock medications and use them whenever possible. For individuals with short stays at Nevada County, CONTRACTOR will order a seven (7) day supply. Whenever possible, CONTRACTOR will return all unused medications to the pharmacy.

CONTRACTOR will remove all discontinued or abandoned medications from the facility on a regular basis.

DEA-Controlled Medications

CONTRACTOR will ensure that all DEA-controlled medications are secured. CONTRACTOR will store such medications in a double-locked cabinet within the medical unit. CONTRACTOR will also secure all syringes, needles and surgical instruments in secured cabinets. CONTRACTOR'S healthcare team will inventory and manage all DEA-controlled medications according to federal and state regulations. CONTRACTOR will work with the Facility's Commander to ensure the storage procedures comply with all safety guidelines of the County.

Psychotropic Medications

CONTRACTOR's written policies and procedures will govern the use of psychotropic medications. In the booking area, health services staff will assess individuals who have a psychiatric history or state they are taking psychotropic medications. The on-call provider will be contacted for continuation of psychotropic medication. The psychiatrist will evaluate individuals who are on psychotropic medications within seven days of incarceration.

Psychotropic medications will only be prescribed when clinically indicated and will not be given for disciplinary reasons. Involuntary administration of medication will not be completed in Nevada County unless an emergency situation exists in which an individual is deemed by the responsible physician or psychiatrist to be a danger to self or others by reason of mental disorder. Administration of involuntary psychotropic medications will only be initiated as an interim measure until the individual can be transferred to a clinically appropriate treatment facility.

Medication Pass (Pill Call)

Administration of Medication (Adult Facility) Utilizing medication policies and procedures, CONTRACTOR nursing staff will administer medication at the jail. Medications will be administered principally on a BID basis. Medications that require administration more frequently (TID or QID) will be administered as ordered. CONTRACTOR's guidelines for the administration of medication will include the following:

- Medications are only given on the order of the physician/mid-level practitioner or RN operating under standardized procedures. All verbal orders are countersigned by the physician at the earliest opportunity.
- All patients must be identified by the nurse prior to administering medication. Last name, first name and middle initial are verified by checking the patient's arm band and/or ID badge.
- All medications are verified by health service staff to assure appropriate medication, proper dose, and correct time.
- Health services staff observe the patient take the medication to avoid "palming" or "cheeking."
- All prescribed medications administered are recorded on the Medication Administration Record (MAR) which becomes part of the permanent medical record. If a prescribed medication is not administered, there is documentation in the MAR notating the reason (i.e., refused, in court).
- All pharmaceuticals are stored in locked cabinets within a secure area. Controlled substances and syringes are inventoried on a daily basis.
- Upon transfer, limited amounts of essential medications may be given to the patient to assure continuity of care.

Administration of Medication (Juvenile Facility)

CONTRACTOR staff will provide medication management training to assist child care workers to familiarize them with the effects and common side-effects of the medications they are administering. Specific concerns unique to this setting, i.e., "palming" and "cheeking" of medication, hoarding meds for

favors, or potential suicide attempts will also be discussed. In the optional pricing pattern medications will be administered on a BID basis by medical personnel.

Formulary (Preferred Drug/Medication List)

CONTRACTOR's formulary will include items commonly used in the correctional setting. Individuals who come into the County's facilities on non-formulary items will have their medications reviewed by the on-site physician and continued or changed as indicated. Any changes to currently prescribed medications shall take into account any existing court orders.

CONTRACTOR will use their standard formulary to ensure the medications selected are:

- Safe
- Effective
- Cost efficient

CONTRACTOR policies and procedures will address consideration for medications not on their formulary. The CONTRACTOR Site Medical Director or Psychiatrist may request a non-formulary drug, FEQ Medication, when a non-formulary drug (FEQ) medication:

- Is medically indicated to assure optimal treatment of the individual/patient.
- Is less likely to result in decrease side effects and/or complications.
- Has been the only drug in its class to stabilize and maintain the historical safety of the individual/patient.
- Or when the individual/patient returns to Nevada County as trial competent on non-formulary (FEQ) medications.

The site Medical Director and Corporate Medical Director will monitor medication usage to ensure adherence to the formulary and ensure the Facility Commander is informed on formulary decisions. In addition, CONTRACTOR will use a licensed, board certified pharmacist to audit and oversee pharmacy program. The pharmacist will make at least annual visits to the facility.

CONTRACTOR will track the use of all non-formulary medication for current medical efficacy and possible future inclusion on their formulary. The formulary will be reviewed on an annual basis, if not more.

Medication Administration Record

CONTRACTOR staff will document the prescription and administration of all prescribed and over-the-counter medications. CONTRACTOR will use a standard MAR to capture all necessary information including:

- Patient information:
 - name
 - ID number
 - date of birth
 - diagnosis
 - drug allergies
- Medication information:
 - name
 - date ordered
 - dosage
 - order expiration/discontinuation date
- Medication administration information:
 - route
 - frequency

- times
- Facility name and housing location
- Medication administrator's initials and signature

Medication Utilization Tracking

CONTRACTOR will provide monthly reports to the Facility's Commander and/or designee(s) that outline medication usage. This data will also be disseminated to other areas of CONTRACTOR to:

- Provide a cost analysis (Utilization Management team)
- Identify trends and best practices (CQI committee)
- Identify education opportunities for our staff
- Help control pharmaceutical costs

Once there is a successful transition to CONTRACTOR's Uniek EMR, medications in the system will be sorted by formulary and non-formulary drugs so providers can quickly see what is and is not formulary. The Uniek EMR will provide an alert when a provider prescribes a non-formulary medication and the Uniek EMR will generate a Non-Formulary Exception Request Form to be processed for approval.

Medication Coverage

All individuals discharged on prescription essential medications will receive a written prescription by a physician for up to thirty (30) days when released to assure that a medication lapse does not occur. If a prescription is called into a pharmacy, medical staff will document it in the medical record.

Pharmacy and Therapeutics

CONTRACTOR will maintain a Pharmacy and Therapeutics (P&T) Committee to identify prescribing patterns of practitioners. The P&T Committee will be responsible for additions and deletions to the list of formulary medications. This committee will meet quarterly to address pharmacy issues.

The P&T committee will include CONTRACTOR's Chief Medical Officer, prescribing practitioners, a consultant pharmacist, and other relevant contributors. The P&T committee will maintain minutes of all its meetings to include topics discussed and actions taken.

Mental Health Services

Outpatient mental health services include screening, evaluation, diagnosis, treatment and referral services and are available to all persons in the Nevada County Facilities. All mental health outpatient services will be provided by qualified health services staff. Individuals requiring services beyond the on-site capability at the Nevada County Correctional Facilities will be referred to appropriate off-site providers.

All new individuals will be observed and queried for signs or presence and history of mental illness, including suicidal behavior/ideation, and use of medication for psychiatric treatment as part of the intake health screening.

Any individual exhibiting or testifying to presence or history of mental illness will be referred to medical/mental health staff for further evaluation. Those requiring psychotropic medications will be counseled by the psychiatrist regarding potential risks and side effects.

CONTRACTOR's Consent for Medication form will be provided to the individual for their review and signature. A parental consent or court order will be obtained prior to initiating psychotropic medications for minors. Training will be provided to all health care providers regarding mental health issues.

An LCSW/MFT will be on-site forty (40) hours per week at "WBCF" and eight (8) hours per week at "CFB" to perform screening, crisis intervention and counseling and referral to the psychiatrist as indicated. A

psychiatrist will provide services via telepsychiatry six (6) hours per week at both "WBCF" and "CFB". On-call services will be provided twenty-four (24) hours per day, seven days per week.

Those requiring special housing and/or observation for psychiatric reasons will be housed pursuant to consultation with the facility manager or watch commander and the responsible on-duty medical/mental health staff.

Individual treatment plans will be developed by the responsible mental health provider and the CONTRACTOR's Program Manager to meet the treatment needs of the individual during his/her period of incarceration. CONTRACTOR will work collaboratively with county staff to plan for continuity of care in the community upon release.

Crisis intervention and management of acute psychiatric episodes will be handled initially by on-duty health services staff with referral to the LCSW/MFT and/or psychiatrist. If the LCSW/MFT or psychiatrist determines a person needs to be evaluated for transfer to a psychiatric acute care facility under the provisions of P.C. 5150, a referral will be made to the Nevada County Mental Health representative.

Group and Individual Therapy Programming

On-duty mental health staff will also provide on-going 1:1 supportive contact or individual therapy as indicated for long term support and management of symptoms. CONTRACTOR will deliver a Socialization Program to mentally-ill individuals at the Nevada County facilities.

CONTRACTOR will work collaboratively with Nevada County Mental Health as per our MOU which outlines the procedures to be used for 5150 evaluations and admissions. CONTRACTOR is not financially liable for psychiatric hospitalizations. 5150 evaluations/admissions will be reviewed by the Quality Assurance Committee. Nevada County Mental Health representatives and the LCSW/MFT is a part of CONTRACTOR's Quality Assurance Committee.

Suicide Prevention

The CONTRACTOR's Program Manager in cooperation with the facility manager and the LCSW/MFT/psychiatrist will develop and implement a suicide prevention plan incorporating the cooperative efforts of custody, mental health, and health services staff.

This plan will include the following elements: identification, training, assessment, monitoring, housing, referral, communication, intervention, notification, reporting and review.

1. The receiving screening procedure completed at the time of intake into the facilities includes questions and observations regarding mental status and potential for suicidal behavior.
2. Regularly scheduled training for all security and health services staff is provided to include identification and management of suicidal behavior in the jail and juvenile hall setting including high-risk periods of incarceration, suicidal risk profiles, and recognition of verbal and behavioral cues that indicate potential suicide.
3. Mental health staff will be available for assessment of a person's level of suicide risk upon referral by health services and/or security staff.
4. Those persons identified as potentially suicidal will be placed on Suicide Watch by security, health services, or mental health staff.

Those persons placed on Suicide Watch will be monitored by security staff every fifteen (15) minutes, by health services staff every six (6) hours, and mental health staff within twenty-four (24) hours.

5. Referral of all persons identified as displaying suicidal ideation, gestures and/or attempts will be referred to the on-site or on-call mental health staff by nursing staff.
6. The Program Manager, Facility Manager and LCSW/MFT/psychiatrist will be responsible for developing and implementing operational procedures to insure timely and accurate communication between custody and health services personnel regarding the status of the individuals to include end-of-shift reporting.
7. Family members of those persons who have attempted suicides and/or completed suicides will be notified in accordance with the Notification of Next of Kin policy.

The Program Manager or on-site health services staff will be responsible for reporting all potential and/or attempted and completed suicides to the watch commander or juvenile hall superintendent as soon as possible. The Sheriff's Office or Probation designee as well as the county risk manager will be informed within one (1) working day. All completed suicides will be reviewed by the quality assurance committee.

Evidence Gathering

Health services staff will not participate in the collection of forensic evidence. Requests for body cavity searches and or the collection of body fluids or hair specimens for the purposes of prosecution will be performed by health care personnel outside the facility.

Medical Research

CONTRACTOR health services staff will not participate in biomedical or behavioral research involving individuals, regardless of status, in any County facility.

Informed Consent

Examinations, treatments, and procedures are governed by informed consent in the language spoken by the patient. Any competent patient may refuse, verbally or in writing, both emergency and non-emergency medical and mental health care. Health services staff initiating treatment will inform the patient of the nature of the treatment and its benefits and possible side effects and risks. A signed Informed Consent form will be completed and witnessed for all invasive procedures. A refusal form will be obtained for individuals who refuse treatment. If, in the opinion of a physician, the refusal of treatment poses a life-threatening situation for the patient, the physician will notify the facility commander who may recommend or initiate the process of obtaining a court order for treatment. A parental or legal guardian consent form for court order for treatment of minors housed in the juvenile hall facility is required. CONTRACTOR will work closely with the probation department to help facilitate this process.

Co-Pay

CONTRACTOR staff will determine which requests for health care services qualify for co-pay as defined in the Nevada County Standard Operating Procedures and will provide a daily list to County staff.

Custodial Staff Testing

CONTRACTOR will provide annual TB and Hepatitis B testing for Sheriff's Office and Probation department custodial employees if requested by the County. We will continue to provide labor, materials and documentation of test results. County will provide the PPD and Hepatitis B solution, and maintain the record keeping system and coordinate scheduling with the CONTRACTOR's Program Manager.

Written Agreements

Nevada County currently has an agreement with Sierra Nevada Memorial Hospital (Dignity Health). CONTRACTOR will make all payments to Sierra Nevada Memorial Hospital as per this agreement. For

ambulance and all other hospitals, CONTRACTOR will reimburse vendors at rates outlined under PC 4011.10.

Training

CONTRACTOR will provide STC certified training for custody staff providing services to the adult and juvenile facilities. The CONTRACTOR's Program Manager will coordinate ongoing training for custody staff upon request. Such training includes orientation on the Intake Health Screening form.

Adult

CONTRACTOR will provide at least four hours of annual training for the detention staff. This training will cover various health care issues in the facilities, including training on intake health screening.

Juvenile Hall

CONTRACTOR will provide at least four hours of annual training to juvenile detention staff concerning mental illness and substance abuse (including training surrounding withdrawal symptoms and care), safe medication delivery and documentation techniques, common side effects of medications and suicide prevention, or other training as agreed upon by CONTRACTOR and Juvenile Hall Manager. CONTRACTOR will also provide training on intake health screening.

Title 15 Inspection

CONTRACTOR will cooperate and participate in annual Title 15, Article 8 inspection by the Health Officer.

Space, Equipment and Supplies

CONTRACTOR will provide adequate staff space, equipment and supplies required for the delivery of health care services for the Nevada County Correctional facilities. The program administrator will be responsible for scheduling the appropriate level and number of staff per shift and will be coordinated with the Sheriff's and Probation Department to insure that adequate security is provided to health services staff working in the detention facilities.

Management Information System / Uniek EMR

Uniek Electronic Medical Records (EMR)

CONTRACTOR's Uniek EMR is a cloud-based electronic medical record that supports consistent real-time workflow and provides dynamic digital storage of patient health records to track patient demographics, history, test results, and care interactions. Uniek EMR tracks every activity related to a patient's healthcare, while streamlining complex workflow. The result is improved efficiency, enhanced quality, reduced risk, and easy access to patient health records.

Uniek uses the latest technologies to ensure data integrity, transaction security and transmission speed. It includes all enhancements, upgrades, modifications and additions for the life of our agreement. For the duration of the contract, CONTRACTOR will maintain their web based EMR software on their servers for use by the CONTRACTOR healthcare team at the Nevada County jail and juvenile hall.

Implementing CONTRACTOR's EMRs will be achieved quickly and efficiently, including importing all existing medical information, implementation of their Uniek EMR system and training their healthcare team. CONTRACTOR will be responsible for assuring system installation, configuration and training end-users. CONTRACTOR will be able to implement this system into the Nevada County correctional facilities within six months after an interface with the JMS at no cost to the County.

Medical Records – Security

Uniek EMR's data is AES encrypted. AES has been adopted by the U.S. government and is now used worldwide. The algorithm described by AES is a symmetric-key algorithm, meaning the same key is used for both encrypting and decrypting the data. Uniek EMR databases are also encrypted 'at rest' providing additional security for data that is inactive.

Hosted Solution

The CONTRACTOR/Uniek EMR uses a cost-effective, reliable hosted solution with built-in disaster recovery protection so we can be up and running after a disaster as quickly as possible.

EMR Project Implementation Methodology

Archonix Systems and CONTRACTOR incorporate a thorough, disciplined multi-phase project implementation methodology. CONTRACTOR's Project Methodology is described below.

Planning

The planning phase aligns the project approach with the implementation strategy. CONTRACTOR will conduct an initial planning meeting with the Sheriff's Office and Probation Departments, their IT representatives, other county stakeholders, and CONTRACTOR and Archonix staff.

Project Team Members

Responsibilities, policies and procedures will be reviewed to insure County guidelines are followed throughout the project. Communication protocols and escalation procedures for issue resolution will be established. The project plan targeted objectives, milestones and resource allocations are defined/revised to insure all activities are identified to achieve project success.

Knowledge Transfer

This phase is at the heart of smoothly integrating our EMR application into CONTRACTOR sites. This phase of the project plan includes classroom training of all users of CONTRACTOR's EMR application. In this phase CONTRACTOR will work to resolve any known constraints or gaps identified in the detailed analysis. During this phase, the 'how' is developed, documented and embraced.

Implementation

The project plan will be executed with identified resources, maintaining the project schedule, managing project scope changes, and project issues. County stakeholders actively participate in decisions that impact the culture and expected outcomes.

Transition

Communication and ownership are essential to completing this phase with confidence. At this point, final testing for data conversions, load testing, interface testing and unit testing occurs. The production environment is readied, and cutover activities planned in advance are activated. Uniek EMR is live and the implementation is complete.

Continuous Improvement

The final phase of Continuous Improvement is ongoing. An ongoing strategic partnership between the CONTRACTOR and Archonix Systems ensures that as Archonix Systems develops new enhancements, incorporates new technologies and creates new products that the Sheriff's and Probation Departments will benefit from for the life of the agreement.

EMR System Availability

Definition of System Availability - CONTRACTOR understands availability is measured by the ability of Sheriff's and Probation Departments to conduct their business as usual. That is, any system errors that directly result in Detention Center's inability to conduct their normal business as usual will be classified as unavailable time.

Scheduled Downtime - CONTRACTOR will give at least seven days notification of any scheduled downtime.

Rate of Operations - CONTRACTOR will ensure that the hardware and software components of the system(s) will remain fully operational and available at a rate of 99.9%.

System Availability - CONTRACTOR understands that system availability will be expressed as a percentage of the maximum expected availability over a given period. The system will be available 7 days per week, 24 hours per day.

Off-Site Redundant Server - CONTRACTOR's EMR is hosted by Securus Technologies and includes an off-site redundant server that will be updated in real time and will provide catastrophic backup capabilities in case the main server location becomes inoperable.

System Backup and Restoration - The system supports standard backup processes and provides the ability to backup and restore system files. The backup processes will be as automated as possible and occur with minimal or no impact on the operation of the system.

EMR Software Use upon Termination

Upon termination of the contract, CONTRACTOR will provide the Sheriff's Department and Probation Department a stand-alone, read only program, at no cost, which will allow search, view and print medical records. CONTRACTOR will also provide a readable/ usable electronic copy of the medical records database upon termination of the contract at no cost. All data will be in the same format the data was stored preceding termination of the contract.

Intellectual Property and Other Proprietary Information

CONTRACTOR has created, acquired or otherwise has intellectual property rights in our EMR software and all copies thereof. An Agreement would not grant the County, Sheriff's or Probation Departments any intellectual property rights in the EMR software and all such rights are reserved by CONTRACTOR. The EMR software and all of CONTRACTOR's documents or images used in its application, including but not limited to CONTRACTOR's Nursing Protocols, are the confidential and proprietary information of CONTRACTOR and may not be copied or reproduced by the County, Sheriff's or Probation Departments. CONTRACTOR has no ownership or claim of ownership in any medical data that is accessed via the EMR software.

EMR Software Updates

During the term of the contract, CONTRACTOR will implement any available updates, modifications or enhancements that improve the speed, efficiency, or ease of use of the EMR software, or add additional capabilities to the EMR software. CONTRACTOR will create form modifications and development as needed. These may include forms such as a comprehensive psychiatric assessment, specialty treatment unit individualized treatment and discharge plans, etc. All updates will be at no cost to COUNTY.

EMR Compensation

CONTRACTOR has included the cost to implement our EMR in our cost proposal and there will be no additional cost to the COUNTY for the acquisition, implementation, licensing, service, support, maintenance, or enhancements of the EMR software.

Disaster and Recovery Plan

CONTRACTOR's EMR application is hosted by Securus Technologies. If a disaster causes a loss of service to the CONTRACTOR primary system, Securus is prepared to carry out emergency response and recovery operations.

Securus provides one of the most advanced systems in the industry and is built to meet any detention facility's disaster recovery needs. The system offers:

- scalability to meet contractually required storage demands
- resistance to local disasters
- reduced downtimes with maximum availability

Below is additional detail regarding processes that are in place to ensure effective responses for emergency and recovery operations. In addition, we are also including information on our preventative and security processes.

Securus System Control & Service Center - To provide protections that effectively lower the risk of loss of data, all operating systems and data are replicated between two data centers, one in Dallas and the other in Atlanta. Real-time replication allows CONTRACTOR's EMR application to be failed over to the redundant center in the event there is a disaster at the other data center location. In addition, the database is routinely backed up to tape and sent to an offsite tape storage facility. CONTRACTOR's web-based system allows authorized users to access the data from any location with an Internet connection. Securus also maintains this environment at the highest level of operability.

Securus provides a unique set of features that use advanced technology to store data. Traditional premises-based environments use local hard drives that may fail and are susceptible to local disasters, such as floods, tornadoes, hurricanes, and fires. The CONTRACTOR system uses redundant dedicated servers and multiple Storage Area Network (SAN) storage. SAN is a high-speed sub-network of shared storage devices. SAN's architecture avails all storage devices to all servers on LANs (Local Area Networks) or WANs (Wide Area Networks). Data on the SAN are stored in RAID (Redundant Arrays of Independent Disk) formats, spreading the data across multiple drives and providing additional protection. Data are no longer susceptible to loss due to an individual drive failure. Accordingly, SANs provide facilities with the ultimate protection against single drive or server failures, as well as increased security for the storage of data.

The CONTRACTOR system is co-located in our Disaster Resistant Carrier Class Data Center managed under the direct supervision and immediate hands-on maintenance of data center personnel.

Spare Parts and Inventory Requirements - Securus maintains an inventory of spare parts at their headquarters in Dallas, Texas, and in the data center located in Atlanta, Georgia. They also have distribution agreements with multiple vendors to provide expedited national delivery service. The corporate headquarters in Dallas, Texas, maintains a standardized emergency recovery package of frequently used spare parts and equipment that will be available for shipment to support failure backup efforts at their customer sites.

Emergency Contact Information - Securus maintains toll-free, 24-hour-a-day, 7-day-a-week emergency access phone number lists that will be readily available for use during an emergency situation. Contact information will be updated at regular intervals to ensure accuracy.

National Service Center will also maintain these emergency contact phone number lists and coordinate on a regular basis with field staff to ensure that all lists are accurate. In addition, Securus will develop relationships with local vendors who can support emergency recovery operations with the required services, supplies, and equipment.

Recovery - Recovery operations may last several hours, several days, several weeks, or longer. Throughout emergency recovery operations, the Network Operations Center will record all recovery

actions. Following the resolution of emergency response operations, all recovery teams and appropriate management submit pertinent information and comments to be included in the Post Mortem report.

Production System Access

Access to the production system will be strictly controlled. CONTRACTOR staff will only be allowed to access the production system after notification of and approval by the Detention Center Director and/or designee(s). Electronic file transfers to or from any County computers will be restricted to authorized individuals, who must use an approved file transfer mechanism. CONTRACTOR understands that copying or disseminating County data in any form is expressly prohibited unless explicitly authorized by the applicable County staff. Logon IDs will not be shared among remote users or supervisors and managers and their subordinates or other contractors. CONTRACTOR staff will notify The County immediately when the status of those accessing The County resources changes in any material way (reassigned, leaves employment, extended leave, etc.). We understand that the County reserves the right to disconnect or otherwise shutdown without prior notification any remote connection that is representing a danger to The County and its resources or people (e.g., hacking, any violation of this policy, criminal activity, etc.).

System Security

The system provides user authentication via a remote directory service. The system will support SSL communication. The system and associated mobile applications are encrypted from end-to-end with public safety grade encryption. System data security measures are compliant with applicable state and federal security standards. CONTRACTOR must specify the type of encryption that will be provided.

Hardware and Configuration Requirements

CONTRACTOR will provide all necessary workstations and hardware to access and operate our EMR and Referral Management System. CONTRACTOR will require adequate internet connectivity to operate each of these applications. CONTRACTOR will establish their own internet connectivity that will not interfere or be linked to the county's network. CONTRACTOR will be responsible for all costs associated with setting up and maintaining their own network.

Uniek EMR Implementation Schedule

- The first step is development of the JMS interface, the timing of which depends on the cooperation of the JMS provider, among other things. The Program Manager will be responsible for working with County representatives to establish cooperation with the JMS provider and will incur all costs associated with the interface.
- Once the JMS interface is complete, customization for the site can be completed in about 3 weeks (policies added, customization of site specific care). Some of the customization can be completed during staff training period.
- Training is 12 hours for nurses and 8 hours for physicians and mid-level providers. Additional on-site support for 3 weeks after go-live as the healthcare team becomes comfortable with day-to-day use.

Uniek EMR's system of alerts and work queues ensures that CONTRACTOR's healthcare team is informed of upcoming visits, missed appointments and other essential information.

- Uniek EMR tracks missed or incomplete appointments, which can be reviewed for completeness and either closed or transferred to the next available date.
- Uniek EMR creates alerts for the 10 day Health Inventory, TB testing, physical examinations, and annual TB and physical exams. These alerts can be automatically scheduled through the JMS interface. Additional custom alerts can be created on demand. Examples include mental health alerts for positive PREA screening questions or dental assessments for pregnant females.
- Alerts can be based on the duration of incarceration, the patient's diagnosis, a response to a question on a form completed during an encounter, or other identified criteria.

Uniek features management dashboards to provide critical information to CONTRACTOR's healthcare team, clinical leaders and corporate leadership.

- Uniek EMR's home screen categorizes the work to be completed in an easy-to follow way. This home screen informs our healthcare team how many new bookings need to be reviewed, how many patients are on suicide watch, how many referrals are pending, and how many medications are due to be prepared for medication pass.
- Each patient's chart screen features a medical dashboard that provides a summary of medications, diagnosis, lab and diagnostic results, vital signs, and summary of recent visits with medical, mental health, and dental staff
- Uniek EMR's in-house secure message system allows the healthcare team to share information with each other in a secure, HIPAA-compliant way.
- Uniek EMR's cloud-based design allows on-call providers and other key members of the healthcare team to securely access the system 24/7 from any location and review a chart, lab result, or EKG before ordering an Emergency referral or new medication when receiving a call from on-duty staff.

Uniek helps CONTRACTOR's healthcare team track individuals who are at risk of harm to self and others, and intervene to help prevent suicides.

- Individuals determined to be at risk of harm to self or others are placed on suicide watch and suicide watch monitoring is started within the Uniek EMR. This provides a single location with complete, standardized documentation related to the Individual's suicide monitoring. The application monitors the time duration between suicide checks and the person's location, allowing healthcare team members to immediately see when a check is due and what observations the healthcare team made during prior checks. All those on suicide watch are in the same monitoring queue so that no person at risk is "lost in the shuffle."
- Uniek EMR streamlines transfers between facilities within the same county by ensuring that patient information is not lost or delayed, because all data surrounding appointments, medication, and treatment moves with the individual without intervention by the medical staff. If non-formulary, patient specific medication must be physically relocated with the individual, the EMR notifies the nurse that the patient has moved, facilitating movement of equipment or medication.
- Uniek EMR generates a medical summary if an individual is transferred to another institution, so the transfer summary is updated, complete and accurate, preventing interruptions in care due to confusion or missing information at the receiving institution.
- Uniek EMR can create a personalized, up-to-date, and complete discharge plan for to-be-released persons, which can be printed and handed to the persons as they leave. This can include prescriptions for medication and instructions to follow up on any specialty care they may require.

Information and Statistical Reporting

CONTRACTOR uses a number of data sources to collect and manage information, including their EMR and other direct sources of statistical information. CONTRACTOR will provide information to Facility Administration and use it to improve the cost and quality of care and outcomes. The reports will include clinic visits, mental health visits, emergency room visits, communicable diseases, suicide attempts, grievances, and other relevant data. CONTRACTOR will use a standardized reporting format to support comparative data analysis and bench-marking between counties.

Uniek EMR provides myriad standard and custom reports, including:

- Summary of all individuals on special diets, which can be provided to the kitchen directly, through an interface, or via secure e-mail.
- List of co-pays for cash-handling in an easy to read format.
- Out-going and in-coming Requests for Information and the status of the requests.

- Individuals with special conditions, needs, or alerts (those who are detoxing, a suicide risk, or other special needs).
- Appointments completed, missed, or rescheduled.
- Tailored individual reports. Examples include diseases, education provided, smoking status, language spoken, immunizations, actions, housing privileges, TB test status, hospitalizations and encounters with medical staff.

Medical Audits: External Peer Review

All CONTRACTOR programs have active medical audit committees. The membership of the committees generally includes physicians from the local community, Public Health and Mental Health Department representatives, CONTRACTOR's dentist, on-site health services staff, medical director, program manager, corporate administrative staff and Sheriff's Office and Probation Department personnel.

CONTRACTOR will maintain the membership rosters of each medical audit committee in our central business office. CONTRACTOR will schedule the meetings, notify committee members and keep and distribute minutes of the meetings.

Biomedical Waste Disposal

CONTRACTOR will implement and maintain a waste disposal program that follows all applicable federal, state, and local guidelines, including OSHA regulations and Department of Health standards.

Hazard Identification

The Safety and Health Committee will pursue an assertive program for identifying, reporting and evaluating workplace hazards. As a minimum, the following will be implemented:

- The Safety Officer will conduct periodic inspections to identify unsafe conditions and work practices and will report the results of such inspections to the Safety Committee.
- Safety Officers are responsible for aggressively pursuing safe and healthful conditions in the work area under their control.
- Hazard Report forms (Incident Reports) are to be placed in areas which are accessible to all employees, and all reports filed are acted upon in a timely manner. The Safety Officer will present a concise overview of each Hazard Report form filed since the previous meeting at each meeting of the Safety and Health Committee. The Committee will initiate appropriate action whenever they deem corrective action reported to be insufficient or inappropriate.
- Special emphasis is placed on recurring hazards, not only to correct the conditions, but to determine why the system failed and allowed the recurrence.
- Review written plans for emergency actions.

Hazard Corrections

All identified unsafe or unhealthy conditions will be corrected in a timely manner, based upon the severity of the hazard.

An unsafe or unhealthy condition that cannot be corrected in a timely manner due to the unavailability of adequate resources or the inability to bring about the necessary changes in work practices will be immediately reported to the Director of Operations. The report will list the condition, the recommended corrections, the reason the correction cannot be made in a timely manner, the expected "correction" date, and a description of any mitigating actions taken pending a more permanent resolution.

Hazard Communications

All employees are to report unsafe conditions or newly perceived hazards to the supervisor responsible for the area in which the hazard is located, or to the Program Manager. Hazards posing imminent danger of injury should be reported immediately to the person in charge of the area or activity posing the hazard.

Employee Hazard Report forms (CONTRACTOR Incident Report Form) are to be used when a hazard has been reported verbally to formally document the situation, and when a hazard does not require immediate action.

Supervisors will not prevent employees from reporting unresolved hazards, nor take any sort of reprisal against employees who report hazards through appropriate means and appropriate channels. Persons wishing to make anonymous reports may do so by using the Hazard Report form (Incident Report form).

When a supervisor receives an Employee Hazard form (Incident Report form), it is to be acted upon without delay. The supervisor will analyze the perceived hazard, initiate corrective action appropriate to that level and route the report as instructed on the form within five days.

All employees are encouraged to provide feedback on safety concerns and are expected to be advocates for safe and healthful work conditions and practices.

Continuous Quality Improvement (CQI) Program

CONTRACTOR will use their Continuous Quality Improvement (CQI) Program to ensure the adequacy and quality of health care services. The CQI committee meets at least quarterly, or earlier if necessary, and oversees regularly scheduled audits of their health care services. Minutes of meetings will be presented to the Committee at each meeting. The CQI committee includes members representing CONTRACTOR, Facility Commander, County Administration, and other members as appropriate. Committee members are identified by the Facility Administrator and CONTRACTOR. Information discussed in the meetings is confidential.

Our CQI committee typically reviews the following types of events and activities:

- in custody deaths
- inpatient hospitalizations
- surgical procedures
- disaster drill results
- other incidents, as deemed appropriate
- in-service training
- medical record reviews

Mortality Review

CONTRACTOR will conduct a site and corporate review of all in custody deaths. The facility review will be conducted within the CQI program and will involve the facility physician, psychiatrist, nurses, and other relevant personnel. The mortality review will seek to determine whether a pattern of symptoms were present that might have resulted in an earlier diagnosis and/or intervention that, in turn, might have prevented the death. CONTRACTOR will submit a preliminary report to the County's Facility Administration. The mortality and morbidity review is generally completed within thirty days after the death occurs. Timing is dependent upon the receipt of a medical autopsy report.

CONTRACTOR will inform Nevada County administration as soon as possible after a death has occurred, if possible, within two hours of the incident.

Quality Assurance Meetings and Reports

Elaine Hustedt, Chief Operating Officer, and Dr. Fithian, as well as on-site program managers and medical directors will work collaboratively to maintain the CONTRACTOR Quality Assurance Improvement Plan. They will visit each program minimally once per quarter and conduct quality assurance audits. All Quality Assurance measures will be in accordance with CMA standards, CCR Title 15 guidelines, and other policy/procedure requirements.

CONTRACTOR coordinates at least quarterly confidential Quality Assurance (QA) meetings with the Nevada County's Facility Administration to discuss health care services. Topics of discussion typically include:

- monthly statistics
- quality improvement findings
- infection control
- grievances
- health and safety inspection reports
- staffing plan updates
- other health care topics, as warranted
- offsite services report, including the purpose of the medical transport and result

Complaint/Grievance Procedure

CONTRACTOR will adhere to all applicable federal, state, and local guidelines, including, but not limited to IMQ, Title 15 and guidelines established by Nevada County regarding a formal system in place to address grievances/complaints about healthcare services. CONTRACTOR will respond to all complaints initiated through the "WBCF's" and "CFB's" grievance procedures concerning medical or dental services. CONTRACTOR Program Manager will continue to be responsible for providing a written response to each grievance within the time parameters specified by Nevada County. The Program Manager will be responsible for eliciting responses from service providers, if applicable, for each grievance and summarizing in his or her report.

CONTRACTOR staff will continue to be available to testify in court as required at the cost of the CONTRACTOR. All grievances relating to medical and dental services will be reviewed by the Quality Assurance Committee.

Miscellaneous/CMA/RFP/and Title 15 Requirements

In addition to the services described above, CONTRACTOR will perform all services as required by Title 15 and/or the California Medical Association.

Notification of Next of Kin

CONTRACTOR health services staff determines when a condition is serious enough to warrant notifying family or friends and advises custody as soon as possible. Custody staff will be responsible for notifying the next of kin, but the physician or his designee will be available to discuss the patient's condition with the next of kin.

Vermin Control

Ectoparasitic infections are treated by medical staff on an individual basis promptly and thoroughly to prevent the spread of communicable conditions within the jail facility. A person complaining of, or suspected of, being infested is examined by on duty medical personnel. When lice or nits are found, it will be the responsibility of medical personnel to oversee treatment. Individuals suspected of having scabies are isolated and placed on priority list for next sick call.

Translation Services

Translation services will be provided as required. CONTRACTOR currently contracts with Pacific Interpreters for telephone translation services statewide.

Workers

Those individuals assigned to work in food service areas will receive a kitchen clearance examination prior to beginning work in the kitchen area. Included in this clearance is a communicable disease

screening. The food service director will be responsible for monitoring the health and cleanliness of all incarcerated food handlers. Work program exams will be conducted for those individuals assigned to on and off-site work duties. These examinations are conducted within 72 hours of notification.

Individuals will not be used as health care workers or volunteers. Under close supervision, they may be used to clean the medical unit.

Restraints

CONTRACTOR health services staff will evaluate the medical/mental health status of individuals placed in restraints and will monitor those persons. A medical opinion on placement and retention will be secured as soon as possible but no later than four hours from the time of placement. Health services staff will monitor individuals placed in restraints. Monitoring includes vital signs, assessment of extremity circulation, dehydration and mental status assessment. Medical clearance for continued retention will occur at least every four (4) hours thereafter. A mental health consultation will be secured within eight (8) hours.

Safety Cells

The safety cell will be used for housing individuals who pose a threat to themselves or others, display bizarre behavior which results in the destruction of property or intent to cause self-harm. An individual will be placed in the safety cell only with the approval of the watch commander.

A medical opinion will be secured as soon as possible but no later than six (6) hours of placement. A mental health evaluation will be secured within twenty-four (24) hours. A medical clearance for continued retention will be performed every eight (8) hours thereafter. The watch commander will review the continued retention of an individual in the safety cell every six (6) hours. CONTRACTOR's current policy requires an individual to be transported to the emergency room if he/she cannot safely be removed from restraints within four (4) hours of placement.

Monitoring Individuals in Segregation

To prevent depression, suicidal behavior and/or a digression of physical well-being, individuals placed out of the general population in isolated cells for any reason will be evaluated by health services staff three times per week to assess their physical and mental status. Evaluation will include notation of any bruises or self-inflicted injuries and comments on the person's general attitude and outlook.

A notation will be placed in each person's chart after observation, to include date, time, findings, and name of evaluator. Juveniles removed from general population and placed in segregation will be evaluated once per duty shift by health services staff. All such encounters will be documented.

Disaster Plan

CONTRACTOR's Program Manager and the facility commander or juvenile hall superintendent will approve the health aspects of each facility's disaster plan. A disaster is defined as any natural (e.g. earthquake, flood, fire, etc.) or manmade (e.g. riot, arson, bombs) occurrence where there are multiple casualties of such a degree that immediate medical attention is required to prevent death or permanent disability.

The primary role of health services staff in a disaster response is to triage, render first aid, and initiate resuscitation of critically injured individuals and direct/coordinate offsite medical referrals. The senior health services staff member present (i.e. program manager or RN/LVN on duty) under the general supervision of the medical director and in collaboration with the officer in charge of the facility assumes leadership responsibility for health services response in time of a natural or man-made disaster affecting the jail or juvenile hall.

Third Party Billing Services

On-site Services

As part of the booking process, information concerning individual insurance coverage will be asked by personnel conducting the health screening. Health services staff will follow-up on positive responses.

Off-site Services

CONTRACTOR will continue to notify all off-site service providers of any insurance availability. Off-site service providers will be instructed to bill other third party payers prior to billing CONTRACTOR. This includes those who require treatment for ongoing workers' compensation claims or injuries covered by automobile insurance.

Staffing Plan

All on-sight contractor staff shall maintain appropriate licenses for their specific areas of work as required by the State of California and/or any other governing body.

Position	Scheduled Hours	Total Hours/FTE	Facility
LVN Program Manager	Mon-Fri 8-4	40 hours/ 1 FTE	All
R.N.	Sun-Sat 8-4	56 hours / 1.40 FTE	All
L.V.N.	Sun-Sat 0730-1930	84 hours / 2.10	Main
Clerk	Mon-Fri 8-4	40 hours / 1 FTE	All
F.N.P./P.A.	Mon-Fri 8-4	40 hours / 1 FTE	All
L.V.N.	Mon-Fri 3-7	20 hours / .5 FTE	Main
L.V.N./R.N.	Sun-Sat 1930-0730	84 hours / 2.1 FTE	Main
Physician	5 Hours Per Week	5 hours / .125 FTE	All
Physician On-Call	24/7		All
Psychiatrist	6 Hours Per Week	6 hours / .15 FTE	All
L.C.S.W.	48 Hours Per Week	48 hours / 1.20 FTE	All
L.C.S.W. On-Call	24/7		All
Dentist	6 Hours Per Week	6 hours / .15 FTE	Main
Dental Asst.	8 Hours Per Week	8 hours / .20 FTE	Main
		Total FTE: 10.925	

Medical Direction and Operational Oversight

CONTRACTOR's Program Manager will continue to be on-site a minimum of 40 hours per week and will continue to have the overall responsibility for overseeing the day-to-day operations for the health services program. The Program Manager will continue to work closely with the Nevada County Medical Director and the other medical providers to ensure that services provided are consistent with CONTRACTOR and Nevada County policies and IMQ and Title 15 standards. The Program Manager will continue to coordinate Quality Assurance activities with the Medical Director to ensure compliance with CONTRACTOR's Quality Management Program and will continue to be designated as the liaison with the Nevada County Sheriff's Office and Facility Administration.

Other responsibilities will include attending administrative meetings with Facility Administration and Nevada County staff as scheduled and close coordination with the Facility Commanders, Public Health, Courts and the Sierra Nevada Memorial Hospital or the Tahoe Forest Hospital, to ensure coordination of services. Nevada County's Medical Director will continue to be on site between five (5) hours per week, and will monitor the quality of medical care, oversee the off-site referral process, participate in the quality assurance program, and provide direct physician services during sick call and elsewhere as appropriate. The Medical Director and physician share call 24/7/365.

Compliance with Minimum Jail Standards

CONTRACTOR will develop specific policy and procedures in compliance with California jail health care standards, California Medical Association accreditation standards, Title 15 as it relates to medical services in local detention facilities in the State of California, local laws and regulations and Nevada County Sheriff's Office guidelines.

Other

Due to the County's interest in exploring increased staffing levels, all parties agree that, upon request by COUNTY with thirty (30) days' notice, CONTRACTOR will provide an updated staffing plan proposal. CONTRACTOR will also provide its plan to implement its electronic medical database (Uniek EMR) to interface with the WBCF database (JMS). Both parties further agree that this contract may be amended to include the new staffing plan, plan for the database, and any proposed increase in rates as a result of any approval of increased staffing. Exhibit B will also be subject to amendment.

CONTRACTOR will have the Uniek EMR program fully implemented and operational by January 1, 2017 at no cost to the County. Both parties agree to allow for this contract to be amended in the event that additional terms and agreements need to be captured within this contract.

PREA: Prison Rape Elimination Act (PREA)

CONTRACTOR understands County's obligation to adopt and comply with PREA standards. CONTRACTOR agrees to follow County's policies regarding PREA. County will provide the necessary and required training to the CONTRACTOR's staff to include documentation of training and monitoring of the CONTRACTOR's compliance with PREA standards. The CONTRACTOR agrees that all PREA training is mandatory and will make their staff available for all required PREA training. Should any staff member fail to attend the mandatory PREA training, the CONTRACTOR will, at no cost to the County, send the staff member to an authorized PREA training. If no such training is available, the CONTRACTOR acknowledges that the staff member will not be allowed to work inside a County facility until they become compliant with PREA standards.

EXHIBIT "B"

SCHEDULE OF CHARGES AND PAYMENTS

In consideration for the services as set forth in Exhibit "A", above, County shall pay CONTRACTOR an amount not to exceed \$1,172,700, divided into 6 equal monthly payments of \$195,450, for the initial contract period of January 1, 2016 to June 30, 2016 based on the following:

1. Average daily population of 232 adults and 12 juveniles
2. Hospitalization, Emergency Room and Specialty Services limitation of \$15,000.00 per medical episode.
3. \$15,000.00 annual aggregate cap for AIDS, HIV, Hep C, organ Transplant, cancer and neuromuscular disease medications.
4. Provision of the staffing pattern as outlined under Staffing Plan
5. Per diem of \$3.52 per day for quarterly average persons in custody population in excess of 244 for adults and juveniles combined.
6. No coverage for psychiatric hospitalizations.

Starting July 1, 2016, and for subsequent contract fiscal years, an annual increase will be 2%, not to exceed 5% (Based on BLS CPI – All Consumers – West Urban Region – Medical Care CPI) will be added.

EXHIBIT "D"

SCHEDULE OF HIPAA PROVISIONS

If and to the extent, and so long as, required by the provisions of 42 U.S.C. § 1171, et seq., enacted as the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and regulations promulgated thereunder, but not otherwise, Contractor does hereby assure County that Contractor will appropriately safeguard Protected Health Information made available to or obtained by Contractor.

In implementation of such assurance and without limiting the obligation of Contractor otherwise set forth in this Agreement or imposed by applicable law, Contractor hereby agrees to comply with applicable requirements of law relating to Protected Health Information and with respect to any task or other activity Contractor performs on behalf of County, to the extent County would be required to comply with such requirements.

The agreement of Contractor set forth in the two preceding sentences, and the additional provisions relating to permitted and required uses and disclosures thereof that shall from time to time be provided to Contractor by County in accordance with applicable law, constitutes a contract between County and Contractor establishing the permitted and required uses and disclosures of such Protected Health Information by Contractor.

County and Contractor agree that they are "Covered Entities," as defined by HIPAA, and as such, will comply with all requirements for Covered Entities set forth in HIPAA. In the event Contractor is determined to be a "Business Associate," as defined by HIPAA, then in amplification and not in limitation of the provisions of this Agreement including this Section of this Agreement, Contractor agrees that Contractor shall:

1. Not use or further disclose such information other than as permitted or required by this Agreement. Contractor shall not, except as necessary for the proper management and administration of the Contractor to carry out the legal responsibilities of the Contractor for performance of Contractor's duties under this Agreement, use, reproduce, disclose, or provide to third parties, any confidential documents or information relating to the County or patients of the County without prior written consent or authorization of the County or of the patient. If Contractor uses such information for the purposes set forth above, it will only do so if the disclosure is required by law or Contractor obtains reasonable assurances from the person to whom the information is disclosed that it will be held confidentially and used or further disclosed only as required by law or for the purpose for which Contractor disclosed it to the person. Contractor shall also ensure that the person notifies Contractor of any instances of breach of confidentiality such person is aware of. Contractor shall ensure that its personnel, employees, affiliates, and agents maintain the confidentiality of patient health information and business of the County;
2. Not use or further disclose the information in a manner that would violate the requirements of applicable law, if done by County;
3. Implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of such Protected Health Information that it creates, receives, maintains, transmits or destroys on behalf of County;
4. Report to County any use or disclosure of such information not provided for by this Agreement of which Contractor becomes aware;
5. Ensure that any subcontractors or agents to whom Contractor provides Protected Health Information received from County agree to the same restrictions and conditions that apply to Contractor with respect to such information;

6. Make available Protected Health Information in accordance to applicable law;
7. The above requirements apply equally to all electronic records. Contractor shall not release any electronic information without complying with all above requirements;
8. Make Contractor's internal practices, books, and records relating to the use and disclosure of Protected Health Information received from County available to the Secretary of the United States Health and Human Services for purposes of determining Contractor's compliance with applicable law (in all events Contractor shall immediately notify County of any such request, and shall provide County with copies of any such materials);
9. Incorporate any amendments or corrections to Protected Health Information when notified pursuant to applicable law. Contractor agrees that this Agreement may be amended from time to time by County if and to the extent required by the provision of 42 U.S.C. § 1171, et seq., enacted by HIPAA and regulations promulgated thereunder, in order to assure that this Agreement is consistent therewith; and
10. Authorizes termination of the Agreement by County if County determines that Contractor has violated a material term of this Agreement.