

**FIRST AMENDMENT TO
TULARE COUNTY AGREEMENT NO. 28726**

THIS FIRST AMENDMENT ("Amendment") to Tulare County Agreement Number 28726 (the "Agreement") is entered into by and between the **COUNTY OF TULARE** ("COUNTY") and **CALIFORNIA FORENSIC MEDICAL GROUP (CFMG)** ("CONTRACTOR") as of _____, with reference to the following:

- A. COUNTY and CONTRACTOR entered into Agreement Number 28726 on July 1, 2018, for CONTRACTOR to provide comprehensive health and mental health care services for the Tulare County Criminal Justice Facilities;
- B. COUNTY and CONTRACTOR now wish to amend the Agreement to provide comprehensive health and mental health care services at the COUNTY'S new South County Detention Facility.

ACCORDINGLY, COUNTY and CONTRACTOR agree as follows:

- 1. This First Amendment becomes effective upon COUNTY'S signature.
- 2. Exhibits A and A-1 to the Agreement are hereby replaced with the attached Amended Exhibit A and Amended Exhibit A-1 to reflect changes to the scope of work and staffing levels.
- 3. Exhibit B to the Agreement is hereby replaced with the attached Amended Exhibit B to reflect the increase in compensation.
- 4. Except as provided above, all other terms and conditions of the Agreement shall remain in full force and effect.

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FIRST AMENDMENT TO
TULARE COUNTY AGREEMENT NO. 28726

THE PARTIES, having read and considered the above provisions, indicate their agreement by their authorized signatures below.

CALIFORNIA FORENSIC MEDICAL GROUP

Date 7-3-19

By [Signature]
Print Name RAYMOND K. HERR MD
Title President

Date 7-5-19

By [Signature]
Print Name Cindy Watson
Title COO

[Pursuant to Corporations Code section 313, County policy requires that contracts with a Corporation be signed by both (1) the chairman of the Board of Directors, the president or any vice-president (or another officer having general, operational responsibilities), and (2) the secretary, any assistant secretary, the chief financial officer, or any assistant treasurer (or another officer having recordkeeping or financial responsibilities), unless the contract is accompanied by a certified copy of a resolution of the corporation's Board of Directors authorizing the execution of the contract. Similarly, pursuant to California Corporations Code section 17703.01, County policy requires that contracts with a Limited Liability Company be signed by at least two managers, unless the contract is accompanied by a certified copy of the articles of organization stating that the LLC is managed by only one manager.]

COUNTY OF TULARE

Date _____

By _____
Chairman, Board of Supervisors

ATTEST: JASON T. BRITT
County Administrative Officer/Clerk of the Board
of Supervisors of the County of Tulare

By _____
Deputy Clerk

Approved as to Form:
County Counsel

By [Signature] 7/9/19
Deputy

Matter # 2019985

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SCOPE OF SERVICES**

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1. Definitions

The following terms as used throughout this Agreement and Exhibits shall have the meanings as set forth below.

- 1.1** “**ADP**”: The Average Daily Population, which shall be determine by the sum of the number of Inmates in the Sheriff’s Detention Facilities and Youth in the Probation Department Facilities at or around 11:59 p.m. for each day of the month divided by the total number of days in the month.
- 1.2** “**Agreement**”: Shall mean the various documents, including Appendixes that constitute the contract between the CONTRACTOR and COUNTY.
- 1.3** “**Ancillary Care**”: Healthcare services provided to support the work of the primary physician. This includes, but is not limited to laboratory tests and radiology.
- 1.4** “**Board of State and Community Corrections**”: The State agency that oversees the application and compliance with California Code of Regulations Title 15 (Program) and Title 24 (Facility) Standards for the operation of local juvenile and adult detention facilities.
- 1.5** “**Chronic Care**”: Medical care that addresses pre-existing or long term illness, as opposed to acute care which is concerned with short term or severe illness or brief duration. This includes, but is not limited to, asthma, diabetes, hypertension, congestive heart disease, and chronic bronchitis.
- 1.6** “**Communicable Diseases**”: Includes those diseases that are transmitted sexually, through the respiratory system, or by infected blood (e.g., syphilis, tuberculosis, hepatitis).
- 1.7** “**CONTRACTOR**”: California Forensic Medical Group, whose principal office is located at 3911 Sorrento Valley Blvd. Ste 130 San Diego, Ca 92130, its employees and agents.
- 1.8** “**COUNTY**”: County of Tulare, its officers, agents, volunteers, individually and collectively.
- 1.9** “**Custody Staff**”: Those COUNTY employees who work in any of the Sheriff Detention Facilities or the Probation Department Facilities.

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- 1.10** **“Danger to Others”**: Danger to others should be based on words or actions that indicate the person in question either intends to cause harm to a particular individual or intends to engage in dangerous acts with gross disregard for the safety of others.
- 1.11** **“Danger to Self”**: The criteria may be either a deliberate intention to injure oneself or a disregard of personal safety to the point where injury is likely. The danger must be present, substantial, physical, and demonstrable.
- 1.12** **“Days”**: Calendar days, unless otherwise indicated.
- 1.13** **“Delay in Treatment”**: The Eighth Amendment requires Inmates and Youth be provided ready access to adequate Medical Services. The Eighth Amendment has a prohibition against care which is medically unacceptable under the circumstances or is chosen in conscious disregard of an excessive health risk. Subject to the above, a delay in treatment could include, but is not limited to, denial or delay in access to medical personnel, denial of access to appropriately qualified health care personnel, failure to inquire into facts necessary to make professional judgments, failure to carry out medical orders, and failure to treat an Inmate’s or Youth’s condition which could result in further injury or unnecessary and wanton infliction of pain.
- 1.14** **“Discharge Plan”**: The process of providing a 7-day supply of medications for short-term continuity upon release and arranging necessary follow-up Health Services before the Inmate or Youth’s release to the community.
- 1.15** **“Facility Manager”**: Designee of the Sheriff or Probation Departments charged with the day-to-day operations of the detention facilities holding Inmates or Youth.
- 1.16** **“Formulary”**: A written list of prescriptions and nonprescription medications that are ordinarily available to authorized prescribers, including consultants, working for the facility.
- 1.17** **“Fully-Loaded Labor Hourly Rate”**: Fully loaded hourly rates include the base salary, fringe benefits, health insurance and overhead combined.
- 1.18** **“Grievance”**: A grievance is any complaint or dispute expressing dissatisfaction with any aspect of the operations, activities, or behavior of the CONTRACTOR or its third party Providers concerning Medical Services.
- 1.19** **“Health Services”**: The sum of all actions, prevention and therapeutic, taken for the physical well-being of an Inmate or Youth. Health care includes medical, dental, mental health, nutrition, and other ancillary services as well as maintaining clean and safe environmental conditions.

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- 1.20 **“Health Education”**: Information on preventing illness, self-care for an existing health condition(s), and maintaining a healthy lifestyle.
- 1.21 **“HHSA”**: Tulare County Health & Human Services Agency.
- 1.22 **“Hospitals”**: Including but not limited to Kaweah Delta District Hospital, Sierra View Hospital, and any other COUNTY hospital or any other out of County hospital.
- 1.23 **“HSA”**: CONTRACTOR’s Health Services Administrator who shall be responsible for employee hiring; staff development, evaluation and discipline; case management; policy and procedure development and implementation; and administrative supervision and coordination of CONTRACTOR’s service, physician, consultant and ancillary services Providers for the Sheriff’s and Probation Departments.
- 1.24 **“Initial Health Assessment”**: The process where an Inmate or Youth’s health status is evaluated, including questioning the patients about symptoms. The extent of the evaluation shall include, but not limited to laboratory and/or diagnostic tests for Communicable Diseases, Physical Examination, etc.
- 1.25 **“Initial Health Screening”**: The process of structured inquiry and observation intended to identify potential emergency situations among new Inmates or Youth and to ensure that Inmates or Youth with known illnesses and those on medications are identified for further assessment and continued treatment.
- 1.26 **“Inmate”**: An adult in actual physical custody of the Sheriff’s Office, including those Inmates under guard at outside Hospitals.
- 1.27 **“Medical Audit Committee (MAC)”**: Appointed County staff from HHSA, Sheriff, Probation, and CONTRACTOR.
- 1.28 **“Mass Disaster Drill”**: A simulated emergency potentially involving mass destruction and/or multiple casualties that require triage by health staff. It frequently involves a natural disaster (e.g., tornado, flood, earthquake), an internal disaster (e.g., riot, hunger strike, arson, kitchen explosion), or external disasters (e.g. mass arrests, bomb threat, power outage).
- 1.29 **“Medical Services”**: The combination of Health and Mental Health Services, including Oral Care, Vision Care and Ancillary Services.
- 1.30 **Mental Health Practitioner**: A mental health professional who, by virtue of education, credentials, and experience, is permitted by law to evaluate and care for patients within the scope of his or her professional practice.

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- 1.31** **“Mental Health Services”**: The use of a variety of psychosocial and pharmacological therapies, either individual or group, including biological, psychological, and social to alleviate symptoms, attain appropriate functioning, and prevent relapse.
- 1.32** **“Non-compliance”**: Failure to meet the standards referenced in Section 3.1.
- 1.33** **“Oral Care”**: Includes instruction in oral hygiene, examination, and treatment of dental problems as outlined in Section 3.1. Instruction in oral hygiene minimally includes information on plaque control and the proper brushing of teeth.
- 1.34** **“Outside Provider”**: A Physician, Physician Assistant, Nurse Practitioner or other licensed health care Providers not employed by the CONTRACTOR, including but not limited to Hospitals and other third party specialty care Providers.
- 1.35** **“Peer Review”**: The process of having a health professional’s work reviewed by another professional of at least equal training in the same general discipline, such as the review of the facility’s physicians by the responsible physician.
- 1.36** **“Pharmaceuticals”**: Over the Counter (“O.T.C.”) medications, Formulary and non-formulary medications, HIV medications, psychotropic medications, back-up pharmacy expenses, injections, vaccines (including Hepatitis B, flu, and rabies) and/or any related costs to procuring and/or providing such, courier service, and dispensing fees.
- 1.37** **“Physical Examination”**: An objective, hands-on evaluation of an individual performed by a Provider or Qualified Health Care Professional. It involves the inspection, palpitation, and percussion of an Inmate’s or Youth’s body to determine the presence or absence of physical signs of illness.
- 1.38** **“Probation Department”**: Tulare County Probation Department
- 1.39** **“Probation Detention Facilities”**: Probation Detention Facility and Youth Facility, cumulatively.
- 1.40** **“Property”**: All COUNTY Equipment and other COUNTY real and personal Property.
- 1.41** **“Provider”**: A Physician, Physician Assistant, Nurse Practitioner or other licensed health care Providers employed by the CONTRACTOR.
- 1.42** **“Qualified Health Care Professional”**: Includes Physicians, Physician Assistants, Nurses, Nurse Practitioners, Dentists, Mental Health Professionals and others by

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virtue of their education, credentials, and experience are permitted by law to evaluate and care for Inmates or Youth.

- 1.43** **“Sexually Transmitted Infection (STI)”** Any infection that is characteristically transmitted by sexual contact and may either clear up or develop into a sexually transmitted disease (STD).
- 1.44** **“Sheriff and Probation State Minimum Standards”:** Those standards set forth in the California Code of Regulations, Title 15, Division 1, Chapter 1, Subchapter 4, Article 11 Medical/Mental Health Services §§ 1200-1230; California Code of Regulations, Title 15, Division 1, Chapter 1, Subchapter 5, Article 8 Health Services §§1400-1454; California Penal Code § 6030.
- 1.45** **“Sheriff Detention Facilities”:** Tulare County Main Jail, Bob Wiley Detention Facility, Sheriff’s Pre-Trial Facility and Men’s Correctional Facility, cumulatively.
- 1.46** **“Sheriff’s Office”:** Tulare County Sheriff’s Office
- 1.47** **“Special Needs”:** Any physical, developmental, mental, sensory, behavioral, cognitive, or emotional impairment or limiting condition that requires medical management, health care intervention, and/or use of specialized services or programs.
- 1.48** **“Specialty Care”:** Includes but is not limited to Endocrinology, Dermatology, Neurology, Urology, Nephrology, Rheumatology, Orthopedics.
- 1.49** **“State”:** The State of California
- 1.50** **“Staffing Plan”:** Lays out the full-time equivalent (FTE) staff coverage required. A Staffing Plan is a detailed schedule on which classifications of staff are assigned to positions for the health care unit.
- 1.51** **“Therapeutic Diets”:** Modified diets ordered for temporary or permanent health conditions that alter or restrict the types, preparation, and/or amounts of food. Examples include restricted calorie, low sodium, low fat, pureed, soft, liquid, pregnancy, and nutritional supplementation diets.
- 1.52** **“Tulare County Medical Services (TCMS)”:** A COUNTY program through which the County contracts for hospital services to serve Inmate and Youth criminal justice clients.
- 1.53** **“Vision Care”:** Periodic eye and vision examinations. Eyeglasses are supplied in a timely manner when the health of the Inmate or Youth would otherwise be adversely affected, as determined by the responsible physician or ophthalmologist.

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1.54 **“Youth”:** Any person who is in the custody of the Probation Department. This person may be under 18 years of age or over 18 years of age. This includes persons whose cases are under the jurisdiction of the juvenile court and persons whose cases are under the jurisdiction of the adult court.

2. **Exceptions to Treatment**

CONTRACTOR shall not be responsible for the following:

- 2.1** CONTRACTOR shall not be financially responsible for significant changes in treatment standards, which materially affect the cost to CONTRACTOR of providing health care services and are either not U.S. Food and Drug Administration (FDA) approved or are not part of the NCCHC standards at the time this Agreement is entered into. CONTRACTOR will be responsible for treatment standards within the scope of services defined hereunder that become required through new regulations that are binding in the State of California or through judicial rulings that are binding in the State of California. Notwithstanding the foregoing, Parties agree to negotiate in good faith revised compensation in consideration of costs associated with newly required treatment standards.
- 2.2** CONTRACTOR shall not be financially responsible for costs of or associated with experimental procedures.
- 2.3** CONTRACTOR shall not be financially responsible for any costs incurred after an Inmate or Youth is released from the COUNTY’s custody.
- 2.4** CONTRACTOR shall not be financially responsible for any costs associated with smoking cessation treatment or classes.
- 2.5** CONTRACTOR shall not be responsible for medical costs associated with the medical care of any fetus or infant born to an Inmate or Youth. CONTRACTOR shall provide health care services to pregnant Inmates and Youth, but health care services provided to an infant following birth shall not be the responsibility of CONTRACTOR. CONTRACTOR shall not be responsible for the costs or furnishing of any abortions unless medically necessary.
- 2.6** CONTRACTOR shall not be responsible for any inpatient psychiatric admissions.
- 2.7** CONTRACTOR shall follow the standards and provide treatment for gender dysphoria care as outlined in the World Professional Association for Transgender Health (WPATH) Standards of Care. Such treatment shall include any medically necessary pre-surgical and post-surgical treatment for gender dysphoria. CONTRACTOR shall not be financially responsible for costs associated with outpatient or inpatient care related to gender dysphoria.

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2.8 CONTRACTOR shall notify COUNTY within ten (10) business days of having knowledge, or reasonably expected to have knowledge, that treatment has commenced which qualifies as an Exception to Treatment. Otherwise, the treatment will not be considered an exception to treatment.

3. Medical Services Standards

3.1 Provide the mode of service delivery that provides the most practical and efficient delivery system to meet California Medical Association (CMA) Accreditation. Provide high quality health care services that meet the standards established by the American Correctional Association (ACA), the National Commission on Correctional Health Care (NCCHC), the Institute for Medical Quality (IMQ), and Title 15 and Title 24 of the California Code of Regulations (CCR), barring any obstruction from physical design of the facilities or for other reasons that are beyond CONTRACTOR's control. Notwithstanding the foregoing, CONTRACTOR is not required to obtain NCCHC or ACA accreditation.

3.2 Implement a facility specific Medical Services manual of written policies and defined procedures approved by COUNTY to address, at a minimum, all standards and regulations in accordance with Section 3.1.

3.2.1 Each policy and procedure, and treatment plan in the health care delivery system is reviewed annually, and revised as necessary at the request of the COUNTY. Each policy bears the date of the most recent review or revision and signature of the reviewer. CONTRACTOR will review custody policy and procedures annually to ensure consistent practice as it relates to Medical Services.

3.3 Operate in full accordance with standards established by the NCCHC; achieve NCCHC accreditation on or before June 30, 2020 for all adult and juvenile facilities, barring any obstruction from physical design of the facilities or for other reasons that are beyond CONTRACTOR's control; and maintain NCCHC accreditation throughout the term of the contract including any extensions of the contract. CONTRACTOR agrees to conduct a mock NCCHC audit within six (6) months of the effective date of the Agreement. In the event the results of this mock audit lead Parties to believe NCCHC accreditation is not obtainable before June 30, 2020, parties agree to negotiate in good faith an extension of the accreditation deadline.

4. 24-Hour Emergency Coverage

A licensed registered nurse must be available to respond to each adult and juvenile facility twenty-four (24) hours per day. The CONTRACTOR shall provide, 24/7 on-call emergency medical and dental services by the responsible physician and mental health services by a psychiatrist. In the event emergency mental health services are required for treatment of an Inmate or Youth, CONTRACTOR shall provide onsite

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mental health intervention services by a licensed health care professional. In the event the licensed health care professional is not a Mental Health Practitioner, an on-call psychiatrist will be available for telephonic consultation, if deemed necessary.

5. CONTRACTOR Responsibilities

The CONTRACTOR shall provide Health, Mental Health, and Ancillary Services to the COUNTY's adult and juvenile facilities by agreeing to:

- 5.1** Comply with applicable laws, regulations, codes, and guidelines regarding health care services, licensing, and requirements for the State of California.
- 5.2** The CONTRACTOR shall be the sole supplier and coordinator of the Health, Mental Health, and Ancillary Care services for the adult and juvenile facilities. The CONTRACTOR shall be responsible for all medical care, outpatient mental health services, dental services, audiology services (which excludes provision of hearing aids unless deemed medically necessary), pharmaceutical services, and onsite radiology and diagnostic services for all Inmates at the adult facilities and all Youth at the juvenile facilities.
- 5.3** The responsibility for Health, Mental Health, and Ancillary Care commences with the medical clearance at the booking of an Inmate at the Tulare County adult facilities or of the Youth at the juvenile facilities and ends with the discharge of the Inmate or Youth from COUNTY custody.
- 5.4** COUNTY may book Inmates or Youth "in absentia" (bedside booking) but the CONTRACTOR will only assume financial responsibility for healthcare services delivered to inmates or Youth who have been deemed fit for incarceration and booked into the COUNTY detention facilities through the standard intake process.
- 5.5** CONTRACTOR is responsible for the costs of routine emergency medical transportation (ambulance). In any case where aftercare shall be assumed by another Provider, such as a local hospital, the CONTRACTOR shall obtain appropriate releases of information and coordinate discharge planning with the Provider. Any costs associated with medical care provided prior to booking shall not be the responsibility of the CONTRACTOR.
- 5.6** Health, Mental Health, and Ancillary Services must meet all provisions of the Section 3.1 for juvenile and adult detention facilities and other regulations to be in compliance with current status and applicable case law.
- 5.7** The CONTRACTOR shall be expected to maximize the use of the adult and juvenile facilities for the provision of all health, mental health, and ancillary services. The CONTRACTOR shall make accommodations with adult and juvenile facilities in order to prevent unnecessary use of hospitalization and security resources. In the

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event that hospital services are necessary, CONTRACTOR shall not be responsible for cost associated with in-patient hospital services.

- 5.8** CONTRACTOR will be a third-party payor for Tulare County Medical Services (TCMS) criminal justice Inmates and Youth. CONTRACTOR will make payments for emergency transportation services rendered to Tulare County criminal justice Inmates and Youth on behalf of Tulare County. Payments for emergency transportation services will be based on contracted Ambulance Agreements.
- 5.9** CONTRACTOR shall observe and comply with all applicable Tulare County Sheriff's Office and Probation Department policies and procedures.
- 5.10** CONTRACTOR shall observe and comply with all applicable COUNTY policies and procedures as provided.
- 5.11** CONTRACTOR shall provide effective management services to health and mental health care professionals.
- 5.12** CONTRACTOR shall maintain a collaborative and open relationship with the Tulare COUNTY Sheriff's Office, Probation Department, and Health and Human Services Agency in the provision of services and operations and in future planning and evaluation of services.
- 5.13** CONTRACTOR shall maintain frequent communication and consultation with the local medical community, Hospitals and other outside care Providers, and parents/guardians to provide the most complete evaluation and treatment of individuals who are held or housed in either the adult or juvenile facilities.
- 5.14** CONTRACTOR will cooperate with COUNTY and will prepare any and all documents necessary or required by the State of California to cause and enable COUNTY to be eligible for and receive State or Federal funds for Medical Services paid for by CONTRACTOR under this Agreement.
- 5.15** CONTRACTOR shall pay the undisputed portion of any invoices for the Medical Services to Inmates and Youth within the scope of this Agreement, which are provided through third party Providers. In the event of a dispute with any third party Providers concerning the necessity for the Medical Services provided or the cost therefore, CONTRACTOR shall use all best efforts to resolve the dispute without a Delay in Treatment.
- 5.16** CONTRACTOR shall minimize the need to move Inmates or Youth between or outside the adult and juvenile facilities, to reduce outside medical costs by providing expanded services in-house, or by other methods.

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- 5.17** CONTRACTOR shall operate health care programs in accordance with Exhibit A.1 for 24-hours a day and 7 days a week (24/7) nursing care coverage using only licensed, certified, and professionally trained personnel and ensuring that services based on Section 3.1.
- 5.18** CONTRACTOR shall provide four (4) hours of STC training per year to include medical issues and suicide prevention for Sheriff's Office and Probation Department's staff at adult and juvenile facilities in health and mental health screening and observation of Inmates and Youth.
- 5.19** CONTRACTOR shall train its staff to provide ongoing Health Education programs as requested for Youth and COUNTY staff (i.e. blood borne pathogens, and Communicable Disease prevention, as requested, etc.).
- 5.20** CONTRACTOR shall ensure that no Inmates or Youth will be used to provide any health care services, including direct patient care, translation services, or clerical services.
- 5.21** CONTRACTOR shall provide copies of any and all other supplemental accreditations to the COUNTY.
- 5.22** CONTRACTOR shall track and report services delivered to Inmates sentenced to Tulare County pursuant to California Assembly Bill 109 ("AB109") on a monthly basis.
- 5.23** CONTRACTOR shall meet with the COUNTY to discuss any changes or new legislation impacting service delivery.
- 5.24** Upon notice of any critical incident that may expose the COUNTY to liability, CONTRACTOR shall immediately notify the COUNTY Risk Management and HHSA by immediately submitting an incident report or other written notice. Critical incidents may include, but are not limited to, any Inmate or Youth's death, including by suicide, or any high profile suicide attempt, or allegations of excessive force or civil rights violations that may trigger the COUNTY's general liability coverage. CONTRACTOR must also notify COUNTY Risk Management and HHSA of any allegations of harassment or discrimination as soon as reasonably possible. Notice should be provided to COUNTY Risk Management either by secure e-mail to riskmail@co.tulare.ca.us or by fax to 559-713-3719, to the attention of the Risk Manager, and to COUNTY HHSA's contract manager by fax to 559-624-1071.
- 5.25** The COUNTY Sheriff/Probation Departments will provide the CONTRACTOR written directions for court orders received via electronic notification or other means. CONTRACTOR's health care personnel shall be available for court inquiries and/or appearances when required.

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- 5.26** In the event of a HIPAA breach, violation, or allegation, CONTRACTOR shall fully cooperate with COUNTY Privacy and Compliance Officers, or designees and shall comply with all applicable requirements set forth in attached Exhibit D - HIPAA Business Associate Agreement.
- 5.27** CONTRACTOR shall cooperate fully in aiding COUNTY to investigate, adjust, settle, or defend any claim, action, or proceeding, including writs of habeas corpus, brought in connection with the provision of Medical Services with which CONTRACTOR may be connected.
- 5.28** CONTRACTOR shall be expected to respond promptly to any and all requests by the COUNTY or the courts, via court order or subpoena, for Medical Services records.
- 5.29** CONTRACTOR shall be responsible for providing adequate time, for annual security training by COUNTY Sheriff's and Probation Department and provide adequate in-service trainings for health care employees.
- 5.30** CONTRACTOR shall provide a medical summary, list of medications and documents required to transfer to outside-detention facilities within 48 hours of notice.
- 5.31** CONTRACTOR shall provide the COUNTY with a quarterly report providing information summarizing claims received and paid from all outside hospitals and healthcare providers. CONTRACTOR and COUNTY shall meet quarterly to discuss any issues or concerns regarding the billing and payment process.
- 5.32** CONTRACTOR shall work in coordination with Youth's primary psychiatrist to assure the continuation of psychotropic medications prescribed in the community are continued on their medications pending re-evaluation and further determination by a physician (Title 15 1439.A.3) as prescribed without a Delay in Treatment.
- 5.33** CONTRACTOR shall address all Medical, Mental Health, Dental and Ancillary Legal Issues at all COUNTY facilities based on Section 3.1. The COUNTY shall be responsible for collecting buccal swabs for DNA testing purposes with Inmate's consent or Youth's parental consent, as required by law. The Sheriff's Office and Probation Department shall be responsible for the chain of custody on forensic samples.
- 5.34** The CONTRACTOR's health care personnel shall be available for court appearances when required.
- 5.35** CONTRACTOR will work with the COUNTY to identify a community resource that will perform all blood draws for evidentiary purposes.

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5.36 CONTRACTOR'S administration shall, if requested by the Facility Manager, provide an explanation for the purpose of coordinating care and hospital transport outside of Tulare County.

6. Medical Services

CONTRACTOR shall meet requirements for providing services as described in Section 3.1.

6.1 Initial Health Screening

6.1.1 If an Inmate or Youth requires prompt medical attention, a Qualified Health Care Professional shall respond without delay upon notification by Sheriff's Office and Probation Department's staff to conduct a prompt Fit for Confinement prescreen to determine whether the Inmate or Youth should be accepted into the facility or directed to a local hospital for evaluation. When a pre-booking injury is noted at intake as requiring hospitalization or medical clearance, CONTRACTOR health care staff shall work with Sheriff's Office and Probation Department's staff and the arresting agency to ensure transport to a hospital emergency room for evaluation and medical clearance prior to booking.

6.1.2 Initial Health Screening must be performed for all Inmates and Youth by a licensed registered nurse as soon as possible prior to housing and shall be conducted utilizing the CONTRACTOR's comprehensive intake form. CONTRACTOR intake screening at the adult and juvenile facilities shall be conducted twenty-four (24) hours a day, including weekends and holidays, as part of the booking process. CONTRACTOR shall provide a licensed registered nurse staffed twenty-four (24) hours a day at all booking locations.

6.2 Initial Health Assessment

6.2.1 An Initial Health Assessment which includes medical history and a physical and mental health assessment must be completed for each adult Inmate coming into the custody of the Sheriff's Office within fourteen (14) days of incarceration by a physician assistant, nurse practitioner, physician, or Registered Nurse (RN). Initial health assessments at juvenile facilities shall be completed within ninety-six (96) hours or less of intake into any juvenile facility by a mid-level practitioner, physician, or RN.

6.2.2 Initial Health Assessments shall be completed annually (every 12 months) of the date of the last health assessment. In the case of re-incarceration within 12 months, a new assessment shall only be completed if there are changes in patient status or health condition upon new receiving screen and the previous health assessment was conducted within the last 12-month period.

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6.3 Sick Call

6.3.1 CONTRACTOR shall ensure that there is a process for all Inmates and Youth to initiate requests for health care services on a daily basis. CONTRACTOR shall also make certain that COUNTY approved health care request forms are readily available to all Inmates and Youth. CONTRACTOR shall use a priority system to triage requests within twenty-four (24) hours and schedule clinic services for the Inmate or Youth to be seen by a licensed health care professional within the following twenty-four (24) hours, not to exceed seventy-two (72) hours. CONTRACTOR shall ensure that there is an expedited sick call process for Inmates or Youth with an unstable chronic condition identified during the Initial Health Screening to be seen by the Provider on the next sick call provider day.

6.3.2 All sick call requests will be filed in the Inmate's or Youth's medical record.

6.3.3 Provider Sick Call shall be provided by a physician or other Qualified Health Care Professional at a minimum of five (5) days a week to be split among the adult and juvenile facilities, as clinically indicated. CONTRACTOR shall establish a system for twenty-four (24) hour Provider on-call services to cover all facilities.

6.3.4 CONTRACTOR shall ensure staffing is available to conduct Nursing Sick Call seven (7) days per week at each adult and juvenile facility. COUNTY acknowledges that upon occasion Nursing Sick Call will not occur due to facility conditions beyond the control of the CONTRACTOR. CONTRACTOR shall utilize established assessment tools and protocols to facilitate Nursing Sick Call.

6.3.5 Sick calls shall be triaged by an RN or Provider.

6.4 Individualized Treatment Plan(s)

6.4.1 A written individualized treatment plan will be developed by Qualified Health Care Professional staff for Inmates or Youth requiring close medical supervision, including chronic and convalescent care, and includes directions to Medical Services staff regarding their roles in the care and supervision of these Inmates or Youth in accordance with Section 3.1.

6.5 Chronic Care

6.5.1 Health care services shall include a chronic disease management program.

6.5.2 All Inmates or Youth with chronic illness shall be tracked on a chronic illness roster. This roster is to be submitted to COUNTY monthly at the Medical Audit Committee meeting.

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- 6.5.3 The chronic disease management program shall measure the number of Inmates or Youth with chronic illnesses and ensure they receive their medication without a Delay in Treatment.
- 6.5.4 All Inmates or Youth on the chronic care roster shall be evaluated and their care plans updated every ninety (90) days to determine if urgent care is needed.
- 6.5.5 CONTRACTOR shall coordinate with the Tulare County Ryan White program in continuing with AIDS education in the adult and juvenile detention facilities. CONTRACTOR will complete referrals to the program prior to the Inmate or Youth's release from custody.
- 6.5.6 CONTRACTOR shall coordinate with the Tulare County Maternal Child Adolescent Health Program by completing referrals for all currently pregnant Inmates and Youth who have delivered a child within the past year.
- 6.6 Specialty Care
 - 6.6.1 Specialty care appointments shall be tracked in a log that identified the referral date, the date the referral was sent to the clinic, the date the appointment is confirmed, and if the appointment is rescheduled or canceled, the reason it was rescheduled or canceled. This log is to be submitted to COUNTY monthly at the Medical Audit Committee meeting.
 - 6.6.2 Inmates or Youth whose specialty care appointment is not scheduled to occur within three (3) months should be examined by a Provider monthly and evaluated to determine if urgent medical services are required.
- 6.7 Off-Site Referrals
 - 6.7.1 Off-site appointments are confidential. Due to safety and security concerns, the CONTRACTOR is prohibited from releasing Inmate or Youth appointment and related information to anyone other than Sheriff and Probation Departments.
 - 6.7.2 The CONTRACTOR will have policies and procedures for referring Inmates or Youth to specialty care Providers when determined medically necessary by the CONTRACTOR to ensure there is no Delay in Treatment of Medical Services.
 - 6.7.3 The CONTRACTOR must establish a network of Outside Providers to meet the health care needs of the Inmate and Youth population.
 - 6.7.4 CONTRACTOR shall provide medically necessary follow-up Medical Services for problems identified by any screening test, on-site treatment, special medication and hospitalization, laboratory test or radiological procedure. This would include hospitalization, consultation with specialty care physicians, etc.

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6.8 Medi-Cal Enrollment of Inmates

6.8.1 Upon notification by CONTRACTOR of Inmates or Youth with potential ongoing medical needs, the County Administrator or Designee, shall take reasonable steps, both upon incarceration, and periodically thereafter, and (if necessary) at the time that off-site inpatient services are provided, to screen inmates for eligibility to enroll in the MCIP/MCIEP and, with respect to inmates and wards who are so eligible, shall assist the Inmates and Youth with enrollment to the extent such assistance is legally permissible.

6.8.2 CONTRACTOR agrees to use its reasonable best effort to facilitate MCIP/MCIEP eligibility for Medi-Cal covered services, and shall provide COUNTY and/or County-designated third-party billing contractor with all documentation that may be required to facilitate claiming of or reimbursement for the cost of Medi-Cal covered services by the COUNTY.

6.8.3 CONTRACTOR shall notify the County Contract Administrator and HHSa within 24 hours of any Inmate, or Youth who may have a hospital stay longer than 24 hours. Upon notification, HHSa designee shall make efforts to begin the process of determining eligibility for Medi-Cal. CONTRACTOR will provide all necessary information in the medical file as may be needed to secure coverage and reimbursement.

6.8.4 COUNTY agrees to use its best reasonable effort to facilitate Medi-Cal payment for items and services that are covered by Medi-Cal, and shall provide to or obtain from CONTRACTOR and providers that furnish such services (or their designated agents) all documentation required to facilitate Medi-Cal payment for such services.

6.9 Informed Consent

6.9.1 Examinations, treatments, and procedures are governed by informed consent in the language spoken by the Inmate or Youth in accordance with Section 3.1.

6.9.2 CONTRACTOR shall have a defined policy and procedure for obtaining informed consent which shall include but is not limited to any instances in which a competent Inmate or Youth refuses Medical Services either verbally or in writing.

6.10 Therapeutic Diets

6.10.1 Therapeutic diets in the COUNTY detention facilities will adhere to the standards outlined in the Section 3.1.

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- 6.10.2 CONTRACTOR will coordinate with the Sheriff and Probation Departments food service managers in regards to Inmates and Youths with specific dietary restrictions to ensure that their nutritional needs are met.

- 6.11 Immunizations
 - 6.11.1 The CONTRACTOR shall work with Probation Department's staff to provide immunization records for Youth detainees and obtain parental or court consent for immunization and health care, as required by law. CONTRACTOR shall verify Youth immunizations within fourteen (14) days of the Initial Health Assessment. Youth shall receive necessary immunizations within twenty-one (21) days of the Initial Health Assessment in accordance with current public health standards and with appropriate consents. The cost associated with bringing the immunizations up to date shall be at the expense of the COUNTY; and the costs associated with storing immunizations according to applicable California regulations shall be at the expense of the CONTRACTOR.
 - 6.11.2 CONTRACTOR will register for the California Immunization Registry (CAIR) program and update each Youth's records as necessary.

- 6.12 Access to Treatment
 - 6.12.1 Information regarding access to health care services will be communicated verbally and in writing (English and Spanish) to Inmates and Youth upon their arrival at the facilities.
 - 6.12.2 Signs posted in English and Spanish describing sick call availability and procedure shall be posted in booking and in the common areas of the living units.
 - 6.12.3 Provide appropriate and adequate bilingual services, including but not limited to Spanish-speaking personnel for monolingual Inmates and Youth.

- 6.13 Inmate Transportation
 - 6.13.1 Emergency transportation shall be the responsibility of the CONTRACTOR. All other non-emergency transportation shall be coordinated by the CONTRACTOR in conjunction with the Tulare County Sheriff's Office or with the Probation Department.
 - 6.13.2 All offsite utilization, including transports, shall be retroactively reviewed at the monthly administrative committee meetings. CONTRACTOR will be notified of every unscheduled medical transport.
 - 6.13.3 CONTRACTOR shall act as third party payor and provide all emergency care.

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- 6.13.4 COUNTY shall maintain Mental Health inpatient care services, including financial responsibilities.
- 6.13.5 CONTRACTOR shall meet standards in Section 3.1 through coordination and cooperation with the applicable COUNTY departments.
- 6.14 Communicable Diseases
- 6.14.1 All Inmates and Youths shall be screened for tuberculosis and offered Sexually Transmitted Infection (“STI”) testing during the Initial Health Screening. If tuberculosis or STI symptoms are present, further testing and appropriate treatment shall be provided. The CONTRACTOR shall provide regular tuberculosis skin testing for adult Inmates within fourteen (14) days of admission and for Youth within ninety-six (96) hours of admission. The CONTRACTOR shall contact the County Health Officer within twenty-four (24) hours to report any Inmate or Youth suspected of having active tuberculosis, and/or when any Inmate/Youth with latent Tuberculosis who has started treatment is released prior to completion of the treatment, in accordance with Title 17, California Code of Regulations, Sections 2500, 2593, 2641.5-2643.20, and 2800-2812. Contractor shall also report all tuberculosis cases to the County Health Officer within twenty-four (24) hours of confirmation via fax to 559-624-1071.
- 6.14.2 STI testing and follow-up care will be initiated based upon the results of the STI screening.
- 6.14.3 The CONTRACTOR shall provide HIV testing as clinically indicated, or by court order. The CONTRACTOR shall provide special needs treatment plan for patients as medically appropriate. The CONTRACTOR shall provide a program for the care of Inmates or Youth with Communicable Diseases, including medical isolation, if medically indicated.
- 6.14.4 CONTRACTOR shall be responsible for Communicable Disease screening, continuing medical surveillance, case management and reporting to the Tulare County Communicable Disease Office as provided in Section 6.13.1 on all Inmates and Youth in custody.
- 6.14.5 CONTRACTOR shall comply with California Code of Regulations Title 17, Sections 2500, 2593, 2641.5-2643.2, and 2800-2812 in regards to reporting of Communicable Diseases to the County Health Officer. All positive cases listed in this section must be reported in the time frames listed under this section.
- 6.14.6 CONTRACTOR shall offer the influenza vaccine to all Inmates and Youth who are in a high-risk category during the flu season. The high-risk patient group includes individuals who are immunocompromised, sixty-five (65) years of age or older, seriously mentally ill (SMI), HIV positive, diabetic, oncology patients, and dialysis patients. The secondary tier of high-risk patient populations includes many chronic

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care groups and those with hypertension, asthma, COPD, and patients with multiple co-morbidities. The vaccine will be available for Inmates and Youth currently in custody and those booked into custody. CONTRACTOR shall achieve site certification by the Vaccines for Children Program within 90 days or sooner. Thereafter, the COUNTY will make the vaccines available for Youth as a part of the VFC program.

6.15 Chemical Dependency

6.15.1 Inmates or Youth booked into the Tulare County Detention Facilities who are intoxicated shall be monitored by medical staff in accordance with established written policies and procedures in accordance with Section 3.1.

6.15.2 The CONTRACTOR shall coordinate methadone maintenance and detox programs to all Inmates and Youth, as clinically indicated by the medical director.

6.16 Women's Health Care

6.16.1 CONTRACTOR shall be responsible for the provision of medically necessary Health Services to the female Inmate and Youth population.

6.16.2 CONTRACTOR will provide female Inmates and female Youth, upon request during booking or sick call, with nondirective contraception counseling, access to emergency contraception, and continuation of current method while incarcerated.

6.16.3 When pregnancy is determined, the Inmate or Youth will be scheduled for routine OB care with an OB/GYN or Women's Health mid-level practitioner working within the provision of his or her license.

6.16.4 Prenatal and postnatal care will be provided in accordance with the treatment plan established by the OB/GYN. Routine medical and mental health conditions will be managed by the CONTRACTOR as appropriate.

6.16.5 Pregnant Inmates and Youth who are booked and addicted to opiates will be treated under the direction and supervision of an OB/GYN or Women's Health mid-level practitioner working within the provision of his or her license, in conjunction with the Medical Director.

6.16.6 CONTRACTOR will provide comprehensive counseling and assistance to pregnant Inmates and Youth in keeping with their expressed desires in planning for their unborn child.

6.16.7 CONTRACTOR will screen and educate female Inmates and Youth for postpartum depression and psychosis.

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- 6.16.8 CONTRACTOR will perform and document PAP tests for all women ages 21-65. PAP tests must be documented in the Inmate's medical record within the prior three (3) years.

- 6.17 Outpatient Housing
 - 6.17.1 The CONTRACTOR shall utilize Tulare County detention facilities in order to prevent unnecessary use of hospitalization and security resources.
 - 6.17.2 Providers shall sign an admittance order for Inmates or Youth housed in Out Patient Housing Unit (OPHU).
 - 6.17.3 Inmates or Youth admitted to the OPHU shall receive checks by medical nursing staff no less than every twelve (12) hours and no less than every twenty-four (24) hours by licensed mental health practitioners.
 - 6.17.4 Physicians shall examine Inmates or Youth housed in the OPHU no less frequently than every seven (7) days.
 - 6.17.5 All Inmate and Youth housed in the outpatient housing unit shall be within sight or sound of a health trained (CPR and first aid) staff person at all times.
 - 6.17.6 All Inmate and Youth admissions and discharges to and from the outpatient housing unit shall be authorized by responsible Medical Services staff.
 - 6.17.7 The CONTRACTOR shall identify medical facilities to be utilized for outpatients needing higher levels of medical and mental health care. CONTRACTOR shall coordinate transportation of Inmates with Sheriff's Office and Youth with the Probation Department.

- 6.18 Medical Waste
 - 6.18.1 CONTRACTOR shall be responsible for the handling and disposal of medical waste in accordance with state and local regulations.
 - 6.18.2 CONTRACTOR shall develop a medical waste management plan, as required under the Medical Waste Management Act.

- 6.19 First Aid
 - 6.19.1 The CONTRACTOR shall provide immediate on-site emergency first aid services for the Sheriff's Office and Probation Department's staff on duty and to visitors injured on the grounds of the facility where medical staff is located.

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6.20 Food Service Workers

6.20.1 The CONTRACTOR shall be responsible for medical clearance of Inmates and Youth who work in the kitchen prior to starting their assignments. Sheriff's Office and Probation Department shall coordinate these medical checks with the CONTRACTOR.

6.21 Prosthetics and Eyeglasses

6.21.1 CONTRACTOR shall furnish and pay for all medically necessary prosthetic devices and appliances and eyeglasses. Consistent with Section 5.2, CONTRACTOR is only financially responsible for hearing aids that are deemed to be medically necessary. CONTRACTOR shall be financially responsible for determining the medical necessity of prosthetic devices and appliances and eyeglasses.

7. Mental Health Services

7.1 Mental Health Care

7.1.1 Comply with Welfare and Institutions Code 5150 & 5600.4.

7.1.2 Comply with Penal Code 4011.6.

7.1.3 The CONTRACTOR shall provide psychiatric and medication monitoring for the Inmate and Youth population, as well as court orders and evaluations pursuant to Penal Code 4011.6. Consistent with Sections 4 and 7.2.3, CONTRACTOR shall provide crisis coverage for 24/7 in the adult and juvenile facilities.

7.1.4 Any Inmate or Youth exhibiting or communicating a presence of history of mental illness is referred to mental health staff for further evaluation without a Delay in Treatment.

7.2 Involuntary Psychiatric Hold

7.2.1 CONTRACTOR will work collaboratively with the Tulare County Mental Health Department to develop policies and procedures that address the working relationship and responsibilities of each party.

7.2.2 The Inmate or Youth will remain in the detention facilities if he/she does not meet Welfare and Institutions Code 5150 (WIC 5150) criteria and can be managed safely and treated in the detention facilities by the CONTRACTOR.

7.2.3 If CONTRACTOR determines an involuntary psychiatric hold (WIC 5150) may be necessary, a (Mental Health Professional or Psychiatric Provider) shall conduct a mental health evaluation of the Inmate or Youth. The evaluation shall include an

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assessment of the Inmate or Youth's current mental health status and a risk assessment. The Qualified Health Care Professional shall also attempt therapeutic interventions. If, after an evaluation and interventions, the Qualified Health Care Professional believes a psychiatric hold (WIC 5150) is necessary, CONTRACTOR will submit a request for approval of hospitalization to the Crisis Services Manager, or his/her designee, with the Tulare County Psychiatric Emergency Team (PET).

7.2.3.1 The request for approval of hospitalization from PET must include notification via fax to (559) 730-9937 and phone call to (559) 623-0900. Faxed notification must include the following:

- Notification Packet;
- Current mental health status;
- Risk assessment;
- Therapeutic interventions attempted;
- Charges pending against the Inmate or Youth; and
- Initial intake completed by CONTRACTOR at booking

7.2.3.2 If a Qualified Health Care Professional is not present at any Tulare County detention facility to complete an evaluation, then the CONTRACTOR will provide emergency psychiatric services per Section 4 of Exhibit A. In such a circumstance, CONTRACTOR's available, on-site medical professionals will complete the mental health evaluation and therapeutic interventions under the telephonic supervision and direction of an on-call psychiatrist. If, after an evaluation and interventions, the on-call psychiatrist believes a psychiatric hold (WIC 5150) is necessary, CONTRACTOR will submit a request for approval of hospitalization to PET pursuant to Section 7.2.3.1 above.

7.2.3.3 If the CONTRACTOR does not have on-site medical professionals to complete the mental health evaluation, therapeutic interventions, and psychiatric services per section 4 of Exhibit A are not available, CONTRACTOR may utilize the Tulare County Psychiatric Emergency Team (PET) in absence of CONTRACTOR's staff. Upon COUNTY's request, the parties shall enter negotiations in good faith to determine a mutually agreeable compensation to the COUNTY for the utilization of its resources.

7.2.4 If an inpatient admission is required for an Inmate or Youth due to WIC 5150, Tulare County Mental Health shall secure a bed space in an acute psychiatric facility. Tulare County Mental Health will provide discharge summaries to the CONTRACTOR upon release of an Inmate or Youth from an inpatient treatment facility to facilitate continuity of care.

In the event that there is not a bed space immediately available for an Inmate or Youth currently in custody who meets the WIC 5150 criteria, CONTRACTOR shall continue to provide health and mental health services until such time as a bed space can be located.

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- 7.2.5 Tulare County Mental Health Department shall retain the cost of psychiatric inpatient services.
- 7.2.6 CONTRACTOR shall be responsible for emergency transportation of Inmates and Youth.
- 7.3 Substance Use Disorder
 - 7.3.1 Substance use disorder (SUD) services for all YOUTH are to include assessments, treatment plan development, detoxification management, counseling (individual and group), treatment of co-occurring/dual diagnosis disorders, psycho-education, and medication assisted treatment.
- 7.4 Monitoring Inmates or Youth in Separation
 - 7.4.1 To prevent depression, suicidal behavior and/or a digression of physical well-being, Inmates or Youth placed out of general population in isolated cells for any reason shall be evaluated by licensed clinical staff in accordance with Sheriff and Probation Department policies and Section 3.1.
- 7.5 Suicide Prevention
 - 7.5.1 CONTRACTOR will develop and work with the Sheriff and Probation Department facility administrators on implementation of a suicide prevention program in accordance with Section 3.1.
 - 7.5.2 CONTRACTOR will provide suicide awareness and prevention training annually to new COUNTY custody staff as a part of the annual four (4) hour STC training.
- 8. Grievances
 - 8.1.1 CONTRACTOR will respond to all Grievances initiated by Inmates or Youth through the Sheriff or Probation Department's Grievance procedure concerning Medical Services.
 - 8.1.2 CONTRACTOR will be responsible for providing a written response to Step B and C of each Inmate or Youth's Grievance to the Sheriff or Probation Departments in accordance with the timeframes set forth in the Sheriff and Probation Department policies.
 - 8.1.3 Grievances reported in relation to Medical Services will be reviewed upon request by the Medical Audit Committee on a case-by-case basis.

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- 8.1.4 CONTRACTOR shall make available a copy of each of their responses to all Medical Services grievances from the Sheriff's Department and Probation to HHSA during quarterly audits for quality assurance.

- 9. Oral Care
 - 9.1 Oral Care Services
 - 9.1.1 CONTRACTOR shall provide dental treatment as necessary to respond to acute conditions and to avert adverse effects on the Inmate or Youths health and require preventative services as recommended by the responsible dentist.
 - 9.2 Oral Screenings
 - 9.2.1 CONTRACTOR shall perform dental screenings as part of the Inmate's fourteen (14) day or Youth's ninety-six (96) hour Initial Health Assessment by qualified personnel under the direction of a licensed dentist. The screening shall include visual observation of the teeth and gums and notation of any obvious signs or gross abnormalities requiring immediate referral to a dentist.
 - 9.2.2 CONTRACTOR will also provide instruction in oral hygiene and preventative oral education by qualified personnel under the direction of a licensed dentist.
 - 9.3 Oral Treatment
 - 9.3.1 Inmate and Youth dental services such as fillings, extractions, incisions and drainage, control of bleeding and any oral surgery are only provided to Inmates or Youth whose health would otherwise be impaired if not treated. This shall include twenty-four (24) hour a day emergency services.
 - 9.3.2 Treatment shall not be limited to extractions for Inmates and Youth.
 - 9.4 Oral Sick Call
 - 9.4.1 Inmates or Youth will be triaged, prioritized, and scheduled to see the dentist during dental clinic. Emergency cases will be seen as soon as possible. Routine dental cases will be seen without a Delay in Treatment from the date of request. A record of dental treatment will be maintained in each patient's medical record. CONTRACTOR will provide all necessary equipment required to operate on-site dental clinic at the Pre-Trial and Juvenile Detention Facilities.
 - 9.5 Annual Oral Exams
 - 9.5.1 Dental care for Inmates committed over one year shall follow the policies and procedures adopted by the California Correctional Health Care Services. The most

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recent copy of these policies can be found at: (<http://cdcr.ca.gov/DHCS/docs/2010-August-PP.pdf>).

9.5.2 Dental care for Youth committed over one year shall follow the policies and procedures set forth in Section 3.1.

10. Ancillary Care Services

10.1 CONTRACTOR shall conduct routine diagnostic tests within the adult and juvenile facilities to the extent possible, given the availability of equipment. CONTRACTOR shall provide onsite radiology. CONTRACTOR shall provide the necessary supplies, forms and tests for medically ordered laboratory diagnostic services. CONTRACTOR shall be responsible for arranging transportation and delivery of all laboratory specimens. CONTRACTOR shall provide scheduling, administration, and interpretation of x-ray services. CONTRACTOR shall ensure access to radiological studies as determined necessary and in compliance and shall be consistent with Section 3.1.

11. Pharmaceuticals

11.1 Pharmaceutical Services

11.1.1 CONTRACTOR shall be solely responsible for the provision of all pharmacy services and cost of all pharmaceuticals.

11.1.2 CONTRACTOR shall work with the best overall cost Pharmacy in order to comply with Section 3.1 at all facilities. Pharmaceutical services include management of Pharmaceuticals, over the counter medications, and dispensing and administration of medications.

11.1.3 CONTRACTOR shall provide all verified, valid “bridge” prescriptions for Inmates or Youth who enter the detention facilities currently on psychiatric medications. Inmates who receive such bridge medications shall receive a face-to-face evaluation with a psychiatrist within seven (7) days of initiation of the medication. Youth who receive such bridge medications shall receive a face-to-face evaluation with a psychiatrist within seven (7) days of initiation of the medication.

11.1.4 Continuity of medications shall occur within twenty-four (24) hours for all Inmates and Youth, unless there are extenuating circumstances that prevent the prescription of such medications, in which case the Inmate or Youth shall be evaluated by a physician or mid-level practitioner within twenty-four (24) hours to determine an alternative treatment plan.

11.1.5 CONTRACTOR shall provide a seven (7) day supply of medication to all Inmates or Youth currently receiving medication while in custody to Contractor’s contracted

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pharmacy as defined on the Discharge Brochure and at no cost to the Inmate or Youth upon release from custody. However, if upon release a Youth will be placed outside of Tulare County in a foster home, group home, or suitable relative's home, CONTRACTOR shall provide a twenty-eight (28) day supply of medication at no cost to the Youth.

11.1.6 In addition to the supply of medication indicated in section 11.1.5, CONTRACTOR shall also provide an additional twenty-eight (28) day prescription script telephonically transmitted to the contracted pharmacy chain to all Inmates or Youth currently on medication, upon release from custody. The cost to purchase the prescribed medication shall be the sole responsibility of the Inmate or Youth.

11.2 Management of Pharmaceuticals

11.2.1 The CONTRACTOR shall provide a Formulary and describe the criteria and process used to make exception to medicines in the Formulary. The Formulary must include a list of psychotropic medications, which shall include all classes of Pharmaceuticals currently approved.

11.2.2 CONTRACTOR shall store, dispense and administer all Pharmaceuticals in accordance with State of California pharmaceutical guidelines.

11.2.3 The CONTRACTOR shall provide an updated Formulary whenever the Formulary is modified.

11.2.4 As further delineated in Section 16.8.1 below, CONTRACTOR shall inventory all controlled substances and sharps per shift.

11.3 Over-the-Counter Medications

11.3.1 The CONTRACTOR shall administer and deliver all over the counter medications.

11.4 Administering of Medications

11.4.1 The CONTRACTOR shall ensure all medication is administered and delivered by Qualified Health Care Professional in accordance with the CONTRACTOR's medication policy and procedures, at all COUNTY Detention Facilities.

11.4.2 CONTRACTOR shall record all administered prescribed medications on the Medication Administration Record (MAR) which will become part of the permanent medical record.

11.4.3 If a medication is not administered as prescribed, CONTRACTOR will document in the MAR notating the reason (i.e. refused, in court).

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12. Subcontractors

12.1 If this Agreement is terminated for any reason, CONTRACTOR shall not be relinquished of any liabilities to its subcontractors under this Agreement for compensation earned for either services or work performed, or for any other liabilities, not previously paid. CONTRACTOR shall be solely responsible for payments of amounts owed to its subcontractors, and County will not pay lost anticipated profits or other economic loss. At the request of the COUNTY, the CONTRACTOR shall provide the COUNTY a copy of any subcontractor billing for Medical Services on behalf of the CONTRACTOR.

13. Health Records

13.1.1 CONTRACTOR shall maintain complete and accurate health, mental health and dental records separate from the Tulare COUNTY Criminal Justice Facilities, Sheriff Office and Probation Department confinement records of the Inmate in accordance with CMA 501-504 regulations. In any criminal or civil litigation where the physical or mental condition of an Inmate is at issue, CONTRACTOR shall provide COUNTY with access to such records and, upon written request of COUNTY.

13.1.2 The CONTRACTOR shall allow access to health, mental health, dental and ancillary records requested by HHSa, and when appropriate, allow limited access to Custody Staff when information is necessary to safely and properly manage the Inmate or Youth or to plan for future placement and programming.

13.1.3 All health, mental health, dental and ancillary records prepared by the CONTRACTOR shall be the Property of the COUNTY. The CONTRACTOR shall be the custodian of records for the COUNTY and respond to subpoenas regarding medical records and/or treatment. At the termination of the contract, the medical records shall become the Property of the COUNTY.

13.2 Electronic Medical Record

13.2.1 CONTRACTOR shall ensure that the management and operational responsibilities for medical and mental health care services are transitioned as seamlessly as possible from the previous County contracted provider's management, to ensure continuity of care and minimal disruption to services provided. CONTRACTOR shall make a good faith effort to migrate all historical EMR records as timely as possible. All electronic records stored within the previous contracted provider's EMR system should be made available to CONTRACTOR in an agreeable format such that these records can be electronically attached to CONTRACTOR'S electronic health records system. Until such time that CONTRACTOR receives and processes all previous electronic records, CONTRACTOR will develop a process with previous contracted provider to have access to all previous medical record data. The CONTRACTOR shall not be responsible for delays in the aforementioned transition plan/duties due to the previous

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County contracted provider's failure to promptly cooperate with the CONTRACTOR.

13.2.2 COUNTY shall provide CONTRACTOR read-only access to the COUNTY's jail management system (JMS). CONTRACTOR will work with COUNTY to implement an electronic medical record (EMR) at the COUNTY Facilities, provided that CONTRACTOR's EMR will integrate with COUNTY's JMS. CONTRACTOR shall bring in its own management system for clinic management, including EMR, if applicable. No interface with COUNTY Medical systems will be required.

13.2.3 CONTRACTOR is anticipating the use of the existing COUNTY network to provide Internet connectivity for any CONTRACTOR-provided computers and time clocks. This would include any LAN/WAN network hardware (routers, switches, firewalls, etc.) as well as cabling infrastructure to facilitate physical connectivity to the COUNTY devices. Should CONTRACTOR require any additional network cabling above and beyond that which is already installed, CONTRACTOR shall provide these requirements to the COUNTY at the onset of the project, with the understanding that the COUNTY would facilitate the installation of said cabling at the expense of CONTRACTOR. COUNTY shall be responsible for costs associated with installing wireless networks in the medical locations of the COUNTY Criminal Justice Facilities if a wireless network becomes necessary.

13.2.4 CONTRACTOR will provide a weekly backup of all data related to the Tulare Juvenile EMR system. The backup will be compatible with Microsoft SQL. A VPN Tunnel will be deployed from Tulare COUNTY to CONTRACTOR's Data Host and secured FTP will provide for automatic delivery of SQL backup over SFTP/FTPS protocol. SQL backup will be transported (Copied) to Tulare COUNTY designated drop zone (\\TCM132\\JuvenileEMR\\Backup) between 12:00 AM and 4:00 AM nightly. Once copied to the designated drop zone Tulare COUNTY IT (TCiCT) will process the backup file and restore to the TCJuvenileEMR database. The last backup file for each month will be secured for retention (moved to permanent storage).

13.2.5 COUNTY will provide the vendor an extract from caseload explorer that contains the following data fields: Inmate ID, Booking ID, Last Name, First Name, Middle Name, Sex, DOB, Race, FacilityCode, POD, Room, AdmitDate and InmateType. A one-time load of all Inmates will be initiated and then a file will be sent on a regular schedule to the vendor that includes any updates, new or released records for the vendor to process. The schedule has not yet been determined, however it is expected to run every 15 minutes or less continually. No record will be generated if no changes have occurred. The extract will be delivered to the vendor by SFTP or FTPS through A VPN Tunnel.

14. CONTRACTOR PERSONNEL

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14.1 Staffing Plan

- 14.1.1 CONTRACTOR and COUNTY have agreed on a Staffing Plan that is expected to adequately address the Medical Service needs of the Inmates/Youth. The Staffing Plan attached as Exhibit A.1 includes agreed-upon staffing pattern necessary to provide health care services defined hereunder for Inmate and juvenile population of up to 1,780. CONTRACTOR shall maintain, at a minimum, the staff levels as set forth in Exhibit A.1.
- 14.1.2 During the terms of this agreement, the Sheriff's Office is building a new detention facility, South County Detention Facility. If the project is completed within the term of the Agreement, it is proposed that there will be a net increase in Inmate population based on an ADP. The increase in ADP, and new additional services to be provided at the South County Jail Facility, may result in a necessary change in staffing levels, and services, and compensation payments made by the COUNTY to CONTRACTOR under this agreement. The parties agree to meet and negotiate in good faith an amendment to this agreement, in the event the ADP increases above 1,780.
- 14.1.3 CONTRACTOR's Staffing Plan shall provide all health services, mental health services, pharmaceutical services, onsite radiology and dental services. The Staffing Plan shall include staffing of physicians, psychiatrists, dentists, nurses, administrators, and clerical staff. Personnel must be California licensed and qualified to perform the required services.
- 14.1.4 CONTRACTOR shall maintain a core staff as necessary to carry out all required pediatric, primary, preventative care services, specialty care services, and administrative support services as appropriate and necessary, either directly or through established arrangements and referrals to perform and manage all contract required services. CONTRACTOR shall, at all times, meet all staffing requirements at all facilities as described in Section 3.1.
- 14.1.5 Staffing levels shall include, at a minimum, 7-day, 24 hour-nursing coverage at all receiving jails in the COUNTY. Nursing staff on duty at the facilities shall participate in intake medical screening of newly booked Inmates and Youth. The screening shall include a direct visual observation and examination of any medications brought into the facility. The CONTRACTOR shall coordinate with COUNTY any positions expected to be staffed by Sheriff's Office and/or Probation Department, such as staffing the Outpatient Housing Unit or during sick call (clinic care visits).

This staffing pattern is based on the assumption that there will be up to an average daily population of up to 1,780 Inmates and Youth on a monthly basis. If the average daily population of adult and juvenile facilities exceed 1,780 for a period of ninety (90) days or more, either party shall have the right to renegotiate for additional staffing and the subsequent compensation for additional staffing.

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- 14.1.6 The Contracted hours per month, day and shift will be executed as presented in the Staffing Plan. COUNTY recognizes there may be needed adjustments at times and the staffing will flex in an effort to cover facility needs, work load changes, sick days or other vacancies. Nonetheless, all nursing and medical staff shall be covered by Qualified Health Care Professional. If CONTRACTOR cannot appropriately manage the facilities without major/permanent adjustments or alterations, CONTRACTOR shall request a meeting with COUNTY to develop and agree to a new plan.
- 14.2 Payment Reductions for Staffing Shortfalls
- 14.2.1 CONTRACTOR will provide site-specific timekeeping staffing records to COUNTY each month. CONTRACTOR shall not be compensated for positions not filled at either the Sheriff's Detention Facilities or the Probation Detention Facilities. CONTRACTOR shall include actual staffing rates with benefits as part of Exhibit A.1. CONTRACTOR shall provide the COUNTY an itemized accounting of hours paid by job titles, as identified on the Staffing Plan in Exhibit A.1, and the hours not covered for each job title. CONTRACTOR shall notify COUNTY when any CONTRACTOR employees are not present due to authorized or unauthorized leaves in excess of thirty (30) calendar days. CONTRACTOR shall credit the COUNTY each month for staffing shortfalls in accordance with Exhibit B, Section 3.
- 14.3 Key Position Staffing
- 14.3.1 CONTRACTOR will provide staff for the following key positions at all times: Health Services Administrator, Dentist, Psychiatrist, Medical Director, OB/GYN, NP/PA, and Director of Nursing.
- 14.4 Staff Development and Training
- 14.4.1 Needs assessments for staff in-service training is also coordinated through the CONTRACTOR. CONTRACTOR is responsible for coordinating the provision of an in-service training program at each site. In addition to specific in-service training programs, monthly staff meetings are utilized to provide on-going training.
- 14.5 Staff Licenses
- 14.5.1 Comply with applicable laws, regulations, codes, and guidelines regarding health care services, licensing, and requirements for the State of California. All Staff licenses shall be maintained in active status and be submitted annually to COUNTY. Copies of licensures shall be maintained on-site and at the corporate office.
- 14.6 Appointment of Key Staff
- 14.6.1 CONTRACTOR and COUNTY shall jointly interview and select the HSA. CONTRACTOR upon written request of the COUNTY, shall remove the HSA when

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in the opinion of the COUNTY persons performing those duties fail to act in the best interest of the COUNTY in the provision of services under this Agreement.

14.7 Prison Rape Elimination Act of 2003 (PREA) P.L. 108-79

14.7.1 CONTRACTOR and CONTRACTOR's staff who are providing services pursuant to this Agreement and have any level of interaction or potential for interaction with Inmates or Youth, shall comply with the Prison Rape Elimination Act of 2003 (PREA) and agree to have all staff trained initially, and every two years thereafter, by the Sheriff's Office and the Probation Department, respectively.

14.8 Responsibility for Acts of Personnel

14.8.1 CONTRACTOR assumes sole and full responsibility for its acts and the acts of its personnel. CONTRACTOR understands and agrees that COUNTY does not assume liability for the actions of CONTRACTOR's subcontractors or agents. CONTRACTOR agrees that it has no right to indemnification or contribution from COUNTY for any judgments rendered against CONTRACTOR, its subcontractors or agents.

14.8.2 CONTRACTOR'S obligation to indemnify the COUNTY as set forth herein shall not apply to any claims, actions, lawsuits, damages, judgments, and/or liabilities of any kind whatsoever to the extent that said claims, actions, lawsuits, damages, judgments, and/or liabilities of any kind result from the sole or partial (liability shall be apportioned) negligence by the COUNTY and/or any of its agents, officers, commissioners, servants, assigns, and/or employees.

14.8.3 The COUNTY agrees to provide CONTRACTOR with notice of claims to which indemnity is being requested within thirty days of the COUNTY'S receipt of notice of the claim. Notice shall be provided to CONTRACTOR'S Risk Management Department, as follows:

California Forensic Medical Group
Attn: General Counsel
3911 Sorrento Valley Blvd. Ste. 130
San Diego, CA 92130

CONTRACTOR's indemnification and defense obligations hereunder will not apply for expenses incurred or settlements offered or effected, prior to notice to CONTRACTOR. CONTRACTOR shall have the right to control the defense and/or settlement of the claim

14.8.4 COUNTY reserves the right to notify the HSA when there is a concern about the performance of the CONTRACTOR's employees or subcontractors. Further, COUNTY expects reasonable and professional intervention to handle any and all

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disciplinary matters with CONTRACTOR's employees. The CONTRACTOR shall immediately remove an employee, and replace that employee in a timely manner, when requested to do so in writing, for any reason, by the Probation Department or Sheriff's Office.

14.9 Claims Against Personnel

14.9.1 CONTRACTOR agrees that any claim on behalf of any person arising out of employment or alleged employment by CONTRACTOR (including, but not limited to, claims of discrimination against CONTRACTOR, its officers or its agents) are the sole responsibility of CONTRACTOR and are not the responsibility of COUNTY. CONTRACTOR shall indemnify and hold COUNTY harmless from any such claims asserted against the COUNTY. Any person who alleges a claim arising out of employment or alleged employment by CONTRACTOR shall not be entitled to any compensation, rights, or benefits from COUNTY (including, but not limited to, tenure rights, medical and hospital care, sick and annual/vacation leave, severance pay, or retirement benefits).

14.10 Background Checks

14.10.1 CONTRACTOR will ensure their staff complete the Application for Facility Access and will be responsible for payment of the Live Scan clearance fees.

14.10.2 COUNTY shall maintain the right to reject any on-site employee or subcontractor by sending notification to CONTRACTOR in writing. The CONTRACTOR shall be responsible for advising the Probation Department and Sheriff's Office in advance of scheduling a new employee at a facility to provide adequate time for background check, facility orientation, and training. Approximately two weeks' notice is needed for security clearance for initial staff. Staff may not work onsite while waiting for security clearance. The CONTRACTOR shall immediately remove an employee, and replace that employee in a timely manner, when requested to do so in writing, for any reason, by the Probation Department or Sheriff's Office. In addition, persons employed by CONTRACTOR who fail to obtain security clearance may be denied admittance in the Sheriff's Detention Facilities and/or Probation Detention Facilities.

14.11 Equal Employment Opportunities

14.11.1 The CONTRACTOR shall comply with all provisions of federal, state, and local regulations to ensure that no employee or applicant for employment is discriminated against because of race, religion, color, gender, sexual preference, marital status, age, disability, or national origin.

14.12 Cultural Competency

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14.12.1 CONTRACTOR shall assure the cultural competency of health center staff, which may be accomplished through regular training activities made available to all personnel and/or through hiring bilingual/bicultural staff and medical interpreters.

14.13 Job/Position Descriptions

14.13.1 CONTRACTOR shall develop and maintain written job descriptions for all personnel participating in the health center operations. Job descriptions must be consistent with the actual tasks and responsibilities performed by employees and must be signed by each employee. Job Description parameters of practice outlined in the Business and Professions Code, Nursing Practice Act, and any other appropriate licensing authorities, e.g., Pharmacy Board, Medical Board, etc. Job descriptions shall be reviewed/updated annually to address changing job duties to meet the needs of the service delivery.

15. Office Space and Equipment

15.1 The COUNTY agrees to provide CONTRACTOR with office space, facilities, equipment, utilities (including all local telephone costs, but excluding long distance telephone costs which CONTRACTOR shall reimburse monthly to the COUNTY). The COUNTY shall provide necessary maintenance and housekeeping of the office space and facilities. CONTRACTOR agrees it has inspected the adult and juvenile facilities' health care units and that such space and facilities are sufficient for its agents, employees and subcontractors to perform all of the obligations required under this Agreement. COUNTY shall be responsible for providing substitute space should the designated facilities become unsafe as determined by the COUNTY.

15.2 The COUNTY shall continue to provide to CONTRACTOR, beginning on the date of commencement of this Agreement, possession and control of all COUNTY medical and office equipment, and supplies in place at the adult and juvenile facilities' health care unit. At the termination of this or any subsequent Agreement, CONTRACTOR shall return to the COUNTY possession and control of all supplies, medical and office equipment, in working order, except for reasonable wear and tear, which were in place at the adult and juvenile facilities' health care unit prior to the commencement of services under this Agreement.

15.3 CONTRACTOR shall not use COUNTY premises, Property (including equipment, instrument and supplies) or personnel for any purpose other than in the performance of its obligations under their Agreement.

15.4 The COUNTY shall provide for each Inmate and Youth receiving health care services the same services and facilities provided by the COUNTY for all Inmates and Youth at the adult and juvenile facilities including, but not limited to, daily housekeeping services, dietary services, building maintenance services, personal hygiene supplies and services, and linen supplies.

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- 15.5** CONTRACTOR, at own cost, shall be responsible for replacing and maintaining all equipment required in providing Health, Mental Health, and Ancillary Services to the COUNTY's adult and juvenile detention facilities. In the event CONTRACTOR determines additional equipment is necessary, CONTRACTOR shall be responsible for the purchase of such equipment. Upon contract termination, the COUNTY reserves the right to purchase any equipment purchased by CONTRACTOR for on-site uses. The purchase price for the COUNTY shall be the actual cost of the equipment purchased; less depreciation computed using double declining balance over a seven (7) year life.
- 16.** Quality Management Services
- 16.1** CONTRACTOR Quality Management Program
- 16.1.1** CONTRACTOR shall conduct quality management/Peer Review activities, including regularly scheduled reviews and responses to specific incidents or complaints. Peer reviews shall occur no less than annually for all licensed staff. CONTRACTOR will provide periodic reports to the Medical Audit Committee (MAC) in a format and frequency prescribed by the COUNTY including, but not limited to, continuous quality improvement (CQI) reports, studies, findings and related data.
- 16.1.2** In addition to tracking these areas, any death, suicide or suicide attempt (deemed a suicide attempt by a Qualified Mental Health Practitioner), and outbreak of Communicable Disease shall be reported within one (1) working day to the Sheriff's Office, Probation Department, HHS, and COUNTY Risk Manager in compliance with Section 5.26.
- 16.2** Statistical Data Collection Reports
- 16.2.1** CONTRACTOR shall provide site-specific monthly statistical reports to the MAC. The CONTRACTOR's statistical reports shall include workload data on sick call visits, wait time (from sick call slip submittal to medical visit), health appraisals, intake screening, dental visits, hospitalizations, ER visits, prescribed medications, off-site clinic services, radiology services, mental health care services, etc. Results of quality management activities must be reported. Reports shall be established and agreed upon between the CONTRACTOR and COUNTY. CONTRACTOR and COUNTY shall perform a comprehensive overview of the Medical Services to determine what other data should be included as part of this data. A report of the data should be prepared monthly and submitted electronically with the MAC agenda prior to each monthly meeting.
- 16.3** Medical Audit Committee

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16.3.1 CONTRACTOR and COUNTY shall maintain and coordinate a separate monthly MAC meeting for the Sheriff's Office and Probation Department. The MAC is responsible for developing, recommending, and implementing all policies and procedures necessary for the operation of the Medical Services program. The Sheriff's Office Committee representatives shall consist of the Sheriff or designee from each of the detention facilities. The CONTRACTOR's Committee representatives shall consist of the HSA, Director of Nursing, and Medical Director. The Probation Department's Committee representatives shall consist of the Chief of Probation or designee from each of the detention facilities. The Tulare COUNTY Health & Human Services Agency Committee representatives shall consist of the Agency Director or designees.

16.3.2 The meeting shall follow an agenda prepared by the CONTRACTOR with COUNTY participation, which shall be distributed electronically two (2) weeks before the meeting. The CONTRACTOR's HSA shall coordinate, facilitate and assign follow-up tasks for each meeting. The minutes shall be distributed electronically two (2) weeks before the meeting for review and shall be subject to approval at each meeting. CONTRACTOR's proposed format and level of detail for the status reports shall be subject to COUNTY's approval. A separate MAC meeting for Probation and Sheriff's shall be conducted monthly at a time and place mutually agreed upon.

16.3.3 The purpose of these meetings shall be to evaluate statistics, program needs, staffing, medical services issues or concerns, and relationship between custody, health, mental health, ancillary services personnel in accordance with Section 3.1.

16.4 Monitoring & Evaluation

16.4.1 Based on the findings from the activities set forth in Section 3.1, CONTRACTOR shall ensure that the quality and adequacy of Medical Services are assessed at least monthly and meet the standards set forth in Section 3.1; and shall include a process for identifying and correcting deficiencies in the Medical Services delivered.

16.5 County Quality Assurance

16.5.1 COUNTY shall be responsible for maintaining a quality assurance plan to assure quality care to all Inmates and Youth. The plan shall include quarterly Medical Services Audits, and annual inspections as required by Section 3.1. The Quality Assurance plan shall include the following:

- Review/study of activities/functions/program components of Medical Services on a scheduled and unscheduled basis.
- Documentation and scheduling of inspection frequency, and the individual(s) responsible for performing the inspections.
- Methods for identifying and preventing deficiencies.

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- Minutes of regular quality assurance meetings, include identification of system weaknesses/deficiencies, corrective action taken, and ongoing documentation of improvements being made.

16.6 Mass Disaster Plan

- 16.6.1** The CONTRACTOR shall develop a facility specific disaster plan, which must include written policy and defined procedures outlining the provision of Medical Services in the event of a disaster. Alternate backups for each of the plans must also be included. These policies and procedures are approved by HHSa and facility administrator. The CONTRACTOR's personnel will have an initial orientation to, and annual review of, their role in disaster response. Emergency drills which include Medical Services personnel shall be conducted at least annually in concert with Custody Staff. These drills must be observed and critiqued in a written report and submitted to the MAC for review.

16.7 Discharge Plan

- 16.7.1** CONTRACTOR shall provide appropriate linkage to care, upon release of Inmates or Youth from COUNTY Detention Facilities when further or on-going treatment is medically necessary, such as for chronic medical or serious mental health conditions. CONTRACTOR shall also assist Sheriff and Probation Departments in developing a Discharge Plan for Inmates and Youth being released from custody.

16.8 Sharps Handling and Accountability

- 16.8.1** The CONTRACTOR is responsible for maintaining a daily log with an accurate count of all Sharps and other sharp instruments, including but not limited to blades, needles (atraumatic, free and hypodermic) and drill bits. CONTRACTOR shall have a defined Policy and Procedure for Sharps security and a sign out sheet.

16.9 Required Inspections

At any time during the Agreement, the COUNTY, as well as State and Federal auditors and any other persons duly authorized by the COUNTY shall, upon reasonable notice, have full access to and the right to examine and copy all books, records, and other documents maintained or retained by or on behalf of the CONTRACTOR as related to the terms of this Agreement.

16.9.1 Board of State and Community Corrections (BSCC) Annual Inspections

- 16.9.1.1** CONTRACTOR shall be knowledgeable about the applicable regulations and standards that govern the Sheriff's Detention Facilities and the Probation Detention

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Facilities and shall take all necessary steps to be prepared for and to pass the BSCC inspection.

16.9.1.2 If the CONTRACTOR fails to meet and maintain applicable standards under the control and responsibility of CONTRACTOR, the COUNTY shall fine the CONTRACTOR each quarter that they are deficient in accordance with Exhibit B, Section 5. CONTRACTOR and COUNTY shall work together on the development of any corrective action plans related to Medical Services non-compliance ratings. CONTRACTOR shall be solely responsible financially for any monetary sanctions and/or remediation of reported non-compliance pertaining to the provision of Medical Services.

16.9.2 COUNTY Environmental Health, Medical Services, Nutrition Health and Pharmacy Inspections

16.9.2.1 To assure compliance, CONTRACTOR shall actively prepare for, and participate in, any inspections or quarterly audits as outlined in Section 16.5 of the Sheriff's Detention Facilities and Probation Detention Facilities. CONTRACTOR shall be responsible for the remediation of reported non-compliance pertaining to Medical Services.

16.10 Contract Monitoring

16.10.1 The COUNTY retains the right of access to all data and records deemed necessary to monitor the contract services. Contract monitoring will include, but not limited to, quarterly audits of medical records and service records to evaluate the CONTRACTORs compliance with this Agreement and Section 3.1.

16.11 Clinical Laboratory Improvement Amendments

16.11.1 The CONTRACTOR shall maintain standards and certification required by Clinical Laboratory Improvement Amendments (CLIA) and shall maintain Clinical Laboratory Registration (CLR) with the State of California. All CLIA and CLR certification and/or registration fees will be the responsibility of CONTRACTOR.

17. Key Performance Indicators

CONTRACTOR shall meet the following Performance Indicators and report on them quarterly:

Number	Measure	Numerator	Denominator	Compliance %
1.	Initial Health Assessments: All	All completed intakes	Total Intakes with the exception of Inmates	90%

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	newly admitted Inmates and Youth will receive a complete initial health assessment within 14 days on all Inmates and 96 hours for all Youth.		who are released prior to 14 days from date of incarceration and Youth who are released prior to 96 hours from date of incarceration.	
2.	Initial Health Screenings: All newly admitted Inmates and Youth shall have a completed Initial Health Screening and all questions answered on the screening form.	All completed Initial Health Screenings in charts audited quarterly that were filled out completely.	Total number of Initial Health Assessments audited.	90%
3	Intake Timeliness: All Inmates and Youth will receive their initial health screening within 6 hours after the fit for confinement evaluation.	All initial health screenings completed within 6 hours after the fit for confinement evaluation.	Total Intakes	90%
4.	STD Treatment: Inmates and Youth will be treated upon receipt of abnormal test results.	Inmates and Youth treated (appropriate medication ordered) within 72 hours of receipt of test result.	All Inmates and Youth with positive STD tests.	90%
5.	Sick Call: Inmate and Youth sick call requests shall be collected, at a minimum, daily and triaged within 24 hours.	Inmates and Youth who fill out a request and are seen/treated within 24 hours.	All Inmates and Youth who fill out a request (calculated net of refusals, discharges, and unavailable Inmates and Youth).	90%
6.	Medical Provider Sick Call: Inmate and Youth sick call requests shall be seen within 24 hours or the first subsequent day qualified health professionals are available, but not to exceed 72 hours.	Inmates and Youth who fill out a request and are seen/treated within 72 hours.	All Inmates and Youth who fill out a request (calculated net of refusals, discharges, and unavailable Inmates and Youth).	90%

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7.	Psychiatrist Sick Call: Inmate and Youth sick call requests shall be seen within 24 hours or the first subsequent day qualified health professionals are available, but not to exceed 72 hours.	Inmates and Youth who fill out a request and are seen/treated within 72 hours.	All Inmates and Youth who fill out a request (calculated net of refusals, discharges, and unavailable Inmates and Youth).	90%
8.	Licensed Mental Health Practitioner Sick Call: Inmate and Youth sick call requests shall be seen within 24 hours or the first subsequent day by a qualified health professionals and then referred to a psychiatric provider as needed this should not to exceed 72 hours.	Inmates and Youth who fill out a request and are seen/treated within 72 hours.	All Inmates and Youth who fill out a request (calculated net of refusals, discharges, and unavailable Inmates and Youth).	90%
9.	Expedited Medical Provider Sick Call: Next provider day sick call provided for all Inmates and Youth when unstable chronic care conditions are identified at intake.	Inmates and Youth who are signed up and are seen/treated by the next provider day.	All Inmates and Youth who are signed up for sick call (calculated net of refusals, discharges, and unavailable Inmates and Youth).	90%
10.	Expedited Sick Call Psychiatrist: Next provider day sick call provided for all Inmates and Youth when unstable chronic care conditions are identified at intake.	Inmates and Youth who are signed up and are seen/treated by the next provider day.	All Inmates and Youth who are signed up for sick call (calculated net of refusals, discharges, and unavailable Inmates and Youth).	90%
11.	Expedited Sick Call Licensed Mental Health Therapist: Next provider day sick call provided for all Inmates and Youth when unstable chronic	Inmates and Youth who are signed up and are seen/treated by the next provider day.	All Inmates and Youth who are signed up for sick call (calculated net of refusals, discharges, and unavailable Inmates and Youth).	90%

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	care conditions are identified at intake.			
12.	Expedited Sick Call Dentist: Next provider day sick call provided for all Inmates and Youth when unstable chronic care conditions are identified at intake.	Inmates and Youth who are signed up and are seen/treated by the next provider day.	All Inmates and Youth who are signed up for sick call (calculated net of refusals, discharges, and unavailable Inmates and Youth).	90%
13.	HIV/STD Reporting: Known STD/HIV positive Inmates and Youth shall be referred to the County Health Officer or designee within 7 days of booking and/or confirming test results.	Inmates and Youth with positive HIV/STD Status reported to County Health Officer	All Inmates and Youth with positive HIV/STD tests.	90%
14.	Dental Services: Inmates and Youth requiring a referral for a dental exam will be triaged by Qualified Health Care Professional within 72 hours of the referral.	Inmates and Youth seen within 72 hours of triage of the dental referral.	All Inmates and Youth with a referral to the dentist (calculated net of refusals, unavailable patients, discharges and referrals from initial chronic care encounters for patients with diabetes).	90%
15.	Annual Medical Exams: All Inmates and Youth in custody longer than 12 consecutive months shall have an annual medical examination.	Number of Inmates and Youth who have had the annual exam.	Number of Inmates and Youth in custody longer than 12 consecutive months.	90%
16.	Annual Dental Exams: All Inmates and Youth in custody longer than 12 consecutive months shall have an annual dental exam.	Number of Inmates and Youth who have had the annual exam.	Number of Inmates and Youth in custody longer than 12 consecutive months.	90%
17.	Immunizations: All Youth shall have their immunizations verified within 14 days of the	All completed Youth verifications.	All completed Youth intakes with the exception of Youths who are released prior	90%

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	Initial Health Assessment.		to 2 weeks from time of the Initial Health Assessment	
18.	Immunizations: All Youth who have been determined to need immunizations shall receive them within 21 days of the Initial Health Assessment if the parent can be located to give consent. If no parental consent can be obtained then 14 additional days will be needed to obtain a court order.	Number of Youth who need to be updated.	All completed Youth verifications with the exception of Youths who are released prior to 21 days from time of the Initial Health Assessment.	90%
19.	Special Housing – Rounds: Each Inmate or Youth in medical/behavior separation will be seen once each 12 hours by Qualified Health Care Professional, including once a week by a physician if determined to be medically necessary by Qualified Health Care Professional.	Inmates and Youth in medical/behavioral separation housing seen timely on rounds by appropriate staff with appropriate documentation.	All Inmates and Youth in separation housing medical/behavior restriction.	90%
20.	Special Housing – Clinical Encounter: All Inmates and Youth in special housing needing further mental health evaluation or treatment will be seen once each 24-hour period.	Inmates and Youth needing evaluation or treatment seen timely in the clinic with documentation in a progress note.	All Inmates and Youth in segregated housing needing clinic encounter (calculated net of refusals and discharges)	90%
21.	Pharmacy Medications: Non-stat medications will be available to Inmates and Youth no later than the next day after the	Inmates and Youth whose non-stat medications were available to them no later than the	All non-stat medication orders (calculated net of non-formulary items, manufacturer backorders (i.e.,	90%

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	medication order was written.	next day after the order was written.	commercially unavailable) and discharges)	
22.	Dental Screenings: Must be completed within 14 days of incarceration.	Number of Inmates bookings were dental screenings were completed.	All Inmate bookings with the exception of Inmates who are released prior to 14 days from date of incarceration.	90%
23.	Youth Dental Screenings: Must be completed within 14 days of incarceration.	Number of Youth bookings where dental screenings were completed.	All Youth bookings with the exception of Youth who are released prior to 14 days from date of incarceration.	90%
24.	Women's Health – PAP: All women age 21-65 admitted to the jail system must have a documented pap test within the prior 3 years in the medical record	All women, ages 21-65, with completed intake, with pap documented in past 3 years.	All women, ages 21-65 with completed intake, with the exception of documented refusals.	90%
25.	Chronic Care Visit: All Inmates and Youth with chronic conditions will have their chronic care plans updated every 90 days.	Inmates and Youth with chronic care diseases with their chronic care plans updated every 90 days.	All chronic care Inmates and Youth with chronic care conditions.	90%
26.	HIV Referrals: All Inmates and Youth with known HIV will have a documented referral to COUNTY resources prior to release.	All documented referrals to COUNTY resources for HIV Inmates and Youth.	All released Inmates and Youth with HIV.	90%
27.	Other Performance Indicators: Other Performance Indicators will be established as agreed upon in writing by COUNTY and CONTRACTOR			

17.1 In the event the CONTRACTOR fails to substantially comply with any of the above referenced Performance Indicators, as documented by a quarterly report, CONTRACTOR shall develop and submit to the COUNTY for review a corrective

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action plan within thirty (30) days of the quarterly report. Said corrective action plan shall be implemented upon CONTRACTOR receiving COUNTY's written approval. The county will waive performance indicator penalties for CONTRACTOR'S failure to substantially comply from the effective date of this Agreement up to and including December 31, 2018, to allow Contractor to address current Corrective Action Plan and IMQ pre-site audit deficiencies.

- 17.2 In the event the CONTRACTOR fails to substantially comply with any of the above referenced Performance Indicators as documented by a second consecutive monthly report in accordance to Section 16.2.1, COUNTY may assess within thirty (30) days after determining Performance Indicators have not been met, a penalty as outlined in Exhibit B, Section 5 for each failed Performance Indicator. Provided that CONTRACTOR substantially complies with the Performance Indicator for which the corrective action plan was implemented, as indicated by the subsequent quarterly report, no penalty shall be assessed. For the purpose of this Section, "substantially" is defined as compliance in less than 90% of reported instances unless otherwise indicated. The County will not assess performance indicator penalties until January, 2019.
- 17.3 Instances where noncompliance is beyond CONTRACTOR'S control shall be excluded from denominators for each Key Performance Indicator defined above. By way of example, specific to Key Performance Indicator #3, compliance may be barred by delays on part of the Sheriff's Office. Upon receipt of supporting documentation from CONTRACTOR, COUNTY will review and determine whether a corresponding reduction in the relevant denominator for those instances in which non-compliance is beyond CONTRACTOR'S control is warranted.



Attachment A: Scenario # 1 – Staffing

Bob Wilcoy Detention Facility												
Position	Sun	Mon	Tue	Wed	Thu	Fri	Sat	TBD	Total	FTEs	Rate	Notes
Clerk/MA		8	8	8	8	8	8		40	1.000	\$26.32/\$27.30	
LVN	24	24	24	24	24	24	24		168	4.200	\$38.60	*Moving weekends to PT *Added LVN from JDF
RN	12	12	12	12	12	12	12		84	2.100	\$61.18	
MFT/LCSW	10	10	10	10	10	10	10		70	1.750	\$59.49	
FNP/PA		8	8	8	8	8	8		40	1.000	\$87.23	
Subtotal	46	62	62	62	62	62	46	0	402	10.050		
LVN	24	24	24	24	24	24	24		168	4.200	\$40.08	*Added Noc LVN From MCF
RN	12	12	12	12	12	12	12		84	2.100	\$63.15	*YF RN
Subtotal	36	36	36	36	36	36	36	0	252	6.300		
TOTAL	82	98	98	98	98	98	82	0	654	16.350		

Invenile Detention Facility												
Position	Sun	Mon	Tue	Wed	Thu	Fri	Sat	TBD	Total	FTEs	Rate	Notes
Clerk/MA		8	8	8	8	8	8		40	1.000	\$26.32/\$27.30	
Dental Assistant					8				8	0.200	\$25.90	
Dentist									8	0.200	\$115.33	
MFT/LCSW	10	10	10	10	10	10	10		70	1.750	\$59.49	
LVN		12	12	12					36	0.900	\$38.60	VFC; reduced FTEs
Psychiatrist/PMHNP								10	10	0.250	\$126.42	
RN	12	12	12	12	12	12	12		84	2.100	\$61.18	
Substance Use Counselor - All facilities		8	8	8	8	8	8		40	1.000	\$54.41	*Note to all facilities
Utilization Manager/Reporting		8	8	8	8	8	8		40	1.000	\$60.06	*Name change of position, Mental Health Aid
Subtotal	22	58	58	58	46	46	22	26	336	8.400		
RN	12	12	12	12	12	12	12		84	2.100	\$63.15	
Subtotal	12	12	12	12	12	12	12	0	84	2.100		
TOTAL	34	70	70	70	58	58	34	26	420	10.500		



Scenario #1 – Staffing Continued

Main Jail												
Position	Sun	Mon	Tue	Wed	Thu	Fri	Sat	TBD	Total	FTEs		Notes
RN	12	12	12	12	12	12			60	1.500	\$61.18	*Court monitoring only; excludes court holidays
Subtotal	0	12	12	12	12	12	0	0	60	1.500		
TOTAL	0	12	12	12	12	12	0	0	60	1.500		

Men's Correctional Facility												
Position	Sun	Mon	Tue	Wed	Thu	Fri	Sat	TBD	Total	FTEs		Notes
RN	12	12	12	12	12	12	12		84	2.100	\$61.18	
Subtotal	12	12	12	12	11	12	12	0	84	2.100		
LVN	12	12	12	12	12	12	12		84	2.100	\$38.60	
Subtotal	12	12	12	12	12	12	12	0	84	2.100		
TOTAL	24	24	24	24	24	24	24	0	168	4.200		

Pre-Trial Facility												
Position	Sun	Mon	Tue	Wed	Thu	Fri	Sat	TBD	Total	FTEs		Notes
Administrative Assistant		8	8	8	8	8	8		40	1.000	\$28.56	
C.N.A.	8	8	8	8	8	8	8		56	1.400	\$27.30	
Clerk/MA		8	8	8	8	8			40	1.000	\$26.32/\$27.30	
Dental Assistant								32	32	0.800	\$25.90	
Dentist								32	32	0.800	\$115.33	
Director of Nursing		8	8	8	8	8			40	1.000	\$76.26	
Health Services Administrator		8	8	8	8	8			40	1.000	\$81.58	
MFT/LCSW		10	10	20	10	10			60	1.500	\$59.49	
LVN	24	24	24	24	24	24	24		168	4.200	\$38.60	
Medical Director		8	8	8	8	8			40	1.000	\$166.94	
MH Clerk		8	8	8	8	8			40	1.000	\$28.43	
RN/PA		8	8	8	8	8		16	56	1.400	\$87.23	
Psychiatric RN		8	8	8	8	8			40	1.000	\$65.77	
Psychiatrist/PMHNP								20	20	0.500	\$248.88/\$126.42	
RN - Floor	12	12	12	12	12	12	12	4	88	2.200	\$61.18	
RN - Intake	12	12	12	12	12	12	12		84	2.100	\$61.18	
RN - Outpatient Housing Unit (Infirmery)	12	12	12	12	12	12	12		84	2.100	\$61.18	
RN - Nurse Supervisor		8	8	8	8	8			40	1.000	\$62.88	
Subtotal	68	150	150	160	150	150	68	104	1000	25.000		
LVN	24	24	24	24	24	24	24		168	4.200	\$40.08	YF NOCLVN Moved
RN - Floor	12	12	12	12	12	12	12		84	2.100	\$63.15	*Moved NOCRN Main Jail
RN - Intake	12	12	12	12	12	12	12		84	2.100	\$63.15	
RN - Outpatient Housing Unit (Infirmery)	12	12	12	12	12	12	12		84	2.100	\$63.15	
Subtotal	60	60	60	60	60	60	60	0	420	10.500		
TOTAL	128	210	210	220	210	210	128	104	1020	25.500		



Scenario #1 – Staffing Continued

South County Facility														
Position	Sun	Mon	Tue	Wed	Thu	Fri	Sat	TBD	Total	FTEs		Notes		
C.N.A.	12	12	12	12	12	12	12		84	2.100	\$27.30			
Clerk/MA		8	8	8	8	8			40	1.000	\$26.32/\$27.30			
Dental Assistant								24	24	0.600	\$25.90	Reduced 8 hours from 32 to 24		
Dental Hygienist								32	32	0.800	\$60.95	Increased 16 hours from 16 to 32		
Dentist								24	24	0.600	\$115.33	Reduced 8 hours from 32 to 24		
Discharge Planner		8	8	8	8	8			40	1.000	\$60.06			
Facility Coordinator		8	8	8	8	8			40	1.000	\$60.06			
Family Nurse Practitioner (FNP)		8	8	8	8	8			40	1.000	\$87.23	Moved 16 TBD hours to Women's Health Mid-Level position		
Women's Health Mid-Level Provider								16	16	0.400	\$84.25			
LVN	24	24	24	24	24	24	24		168	4.200	\$38.60			
Mental Health Professional	5	5	5	10	5	5	5		40	1.000	\$60.06			
Mental Health Coordinator	5	5	5	10	5	5	5		40	1.000	\$62.88			
Psychiatric RN		8	8	8	8	8			40	1.000	\$65.77			
Psychiatrist/PMHNP								10	10	0.250	\$248.88/\$126.42			
RN - Floor	12	12	12	12	12	12	12		84	2.100	\$61.18			
RN - Intake	12	12	12	12	12	12	12		84	2.100	\$61.18			
RN - Outpatient Housing Unit (Infirmiry)	12	12	12	12	12	12	12		84	2.100	\$61.18			
Subtotal	82	122	122	132	122	122	82	106	890	22.250				
LVN	24	24	24	24	24	24	24		168	4.200	\$40.08			
RN - Floor	12	12	12	12	12	12	12		84	2.100	\$63.15			
RN - Intake	12	12	12	12	12	12	12		84	2.100	\$63.15			
RN - Outpatient Housing Unit (Infirmiry)	12	12	12	12	12	12	12		84	2.100	\$63.15			
Subtotal	60	60	60	60	60	60	60	0	420	10.500				
TOTAL	142	182	182	192	182	182	142	106	1310	32.750				
Total All Facilities	410	596	596	616	584	584	410	236	4032	100.800				



Attachment B: - Scenario #2 Staffing

Bob Willey Detention Facility												
Position	Sun	Mon	Tue	Wed	Thu	Fri	Sat	TBD	Total	FTEs	Rate	Notes
Clerk/MA		8	8	8	8	8			40	1.000	\$26.32/\$27.30	*Moving weekends to PT
LVN	24	24	24	24	24	24	24		168	4.200	\$38.60	*Added LVN from JDF
RN	12	12	12	12	12	12	12		84	2.100	\$61.18	
MFT/LCSW	10	10	10	10	10	10	10		70	1.750	\$59.49	
FNP/PA		8	8	8	8	8			40	1.000	\$87.23	
Subtotal	46	62	62	62	62	62	46	0	402	10.050		
LVN	24	24	24	24	24	24	24		168	4.200	\$40.08	*Added Noc LVN From MCF
RN	12	12	12	12	12	12	12		84	2.180	\$63.15	*YF RN
Subtotal	36	36	36	36	36	36	36	0	252	6.300		
TOTAL	72	98	98	98	98	98	70	0	654	16.350		

Juvenile Detention Facility												
Position	Sun	Mon	Tue	Wed	Thu	Fri	Sat	TBD	Total	FTEs	Rate	Notes
Clerk/MA		8	8		8	8			40	1.800	\$26.32/\$27.30	
Dental Assistant								8	8	0.200	\$25.90	
Genist								8	8	0.200	\$115.33	
MFT/LCSW	10	10	10	10	10	10	10		70	1.750	\$59.49	
LVN		12	12	12					36	0.900	\$38.60	VFC: reduced FTEs
Psychiatrist/PMHNP								10	10	0.250	\$126.42	
RN	12	12	12	12	11	12	12		84	2.100	\$61.18	
Substance Use Counselor - All facilities		8	8	8	8	8			40	1.000	\$54.41	*Note to all facilities
Utilization Manager/Reporting		8	8	8	8	8			40	1.000	\$60.06	*Name change of position, Mental Health Aid
Subtotal	22	58	58	58	46	46	22	26	336	8.400		
RN	12	12	12	12	12	12	12		84	2.100	\$63.15	
Subtotal	12	12	12	12	12	12	12	0	84	2.100		
TOTAL	34	70	70	70	58	58	34	26	420	10.500		



Scenario #2 Staffing Continued

Main Jail												
Position	Sun	Mon	Tue	Wed	Thu	Fri	Sat	TBD	Total	FTEs		Notes
Clerk		4	4	4	4	4	4		20	0.500	\$26.32/27.30	
LVN	12	12	12	12	12	12	12		84	2.100	\$38.60	
RN	12	12	12	12	12	12	12		84	2.100	\$61.18	
Subtotal	24	28	28	28	28	28	24	0	188	4.700		
RN	12	12	12	12	12	12	12		84	2.100	\$63.15	
Subtotal	12	12	12	12	12	12	12	0	84	2.100		
TOTAL	36	40	40	40	40	40	36	0	272	6.800		

Pretrial Facility												
Position	Sun	Mon	Tue	Wed	Thu	Fri	Sat	TBD	Total	FTEs		Notes
Administrative Assistant		8	8	8	8	8			40	1.000	\$28.56	
C.N.A.	8	8	8	8	8	8	8		56	1.400	\$27.30	
Clerk/MA		8	8	8	8	8			40	1.000	\$26.32/\$27.30	
Dental Assistant								32	32	0.800	\$25.90	
Dentist								32	32	0.800	\$115.33	
Director of Nursing		8	8	8	8	8			40	1.000	\$76.26	
Health Services Administrator		8	8	8	8	8			40	1.000	\$81.58	
MFT/LCSW		10	10	10	10	10			60	1.500	\$59.49	
LVN	24	24	24	24	24	24	24		168	4.200	\$38.60	
Medical Director		8	8	8	8	8			40	1.000	\$166.94	
MH Clerk		8	8	8	8	8			40	1.000	\$28.43	
FNPPA		8	8	8	8	8		16	56	1.400	\$87.23	
Psychiatric RN		8	8	8	8	8			40	1.000	\$65.77	
Psychiatrist/PMHNP								20	20	0.500	\$248.88/\$126.42	
RN - Floor	12	12	12	12	12	12	12	4	88	2.200	\$61.18	
RN - Intake	12	12	12	12	12	12	12		84	2.100	\$61.18	
RN - Outpatient Housing Unit (Infirmiry)	12	12	12	12	12	12	12		84	2.100	\$61.18	
RN - Nurse Supervisor		8	8	8	8	8			40	1.000	\$62.88	
Subtotal	68	150	150	160	150	150	68	104	1000	25.000		
LVN	24	24	24	24	24	24	24		168	4.200	\$40.08	MF NOC LVN Moved
RN - Floor	12	12	12	12	12	12	12		84	2.100	\$63.15	*Moved NOC RN Main Jail
RN - Intake	12	12	12	12	12	12	12		84	2.100	\$63.15	
RN - Outpatient Housing Unit (Infirmiry)	12	12	12	12	12	12	12		84	2.100	\$63.15	
Subtotal	60	60	60	60	60	60	60	0	420	10.500		
TOTAL	128	210	210	220	210	210	128	104	1420	35.500		



Scenario #2 Staffing Continued

South County Facility												
Position	Sun	Mon	Tue	Wed	Thu	Fri	Sat	TBD	Total	FTEs		Notes
C.N.A.	12	12	12	12	12	12	12		84	2.100	\$27.30	
Clerk/MA		8	8	8	8	8			40	1.000	\$26.32/\$27.30	
Dental Assistant								24	24	0.600	\$25.90	Reduced 8 hours from 32 to 24
Dental Hygienist								32	32	0.800	\$60.95	Increased 16 hours from 16 to 32
Dentist								24	24	0.600	\$115.33	Reduced 8 hours from 32 to 24
Discharge Planner		8	8	8	8	8			40	1.000	\$60.06	
Facility Coordinator		8	8	8	8	8			40	1.000	\$60.06	
Family Nurse Practitioner (FNP)		8	8	8	8	8			40	1.000	\$87.23	Moved 16 TBD hours to Women's Health Mid-Level position
Women's Health Mid-Level Provider								16	16	0.400	\$84.25	
LVN	24	24	24	24	24	24	24		168	4.200	\$38.60	
Mental Health Professional	5	5	5	10	5	5	5		40	1.000	\$60.06	
Mental Health Coordinator	5	5	5	10	5	5	5		40	1.000	\$62.88	
Psychiatric RN		8	8	8	8	8			40	1.000	\$65.77	
Psychiatrist/PMHNP								10	10	0.250	\$248.88/\$126.42	
RN - Floor	12	12	12	12	12	12	12		84	2.100	\$61.18	
RN - Intake	12	12	12	12	12	12	12		84	2.100	\$61.18	
RN - Outpatient Housing Unit (Infirmary)	12	12	12	12	12	12	12		84	2.100	\$61.18	
Subtotal	82	122	122	132	122	122	82	106	890	22.250		
LVN	24	24	24	24	24	24	24		168	4.200	\$40.08	
RN - Floor	12	12	12	12	12	12	12		84	2.100	\$63.15	
RN - Intake	12	12	12	12	12	12	12		84	2.100	\$63.15	
RN - Outpatient Housing Unit (Infirmary)	12	12	12	12	12	12	12		84	2.100	\$63.15	
Subtotal	60	60	60	60	60	60	60	0	420	10.500		
TOTAL	142	182	182	192	182	182	142	106	1310	32.750		
Total All Facilities	422	600	600	620	588	588	422	236	4076	101.900		

AMENDED EXHIBIT B
PAYMENT OF SERVICES

1. Base Compensation

The annual base price for Contract Years through (July 1, 2018 – June 30, 2021) combined shall not exceed \$52,256,192.

For the period of July 1, 2018 – June 30, 2019, the base compensation paid to CONTRACTOR for actual services provided to COUNTY shall not exceed \$14,266,287. COUNTY shall pay CONTRACTOR in twelve (12) monthly payments [at one-twelfth (1/12th) of the annual contract amount], not to exceed \$14,266,287.

For the period of July 1, 2019 – June 30, 2020, the base compensation paid to CONTRACTOR for actual services provided to COUNTY shall not exceed \$14,694,270, which is an increase of 3%. COUNTY shall pay CONTRACTOR in twelve (12) monthly payments [at one-twelfth (1/12th) of the annual contract amount], not to exceed \$14,694,270. The COUNTY expects to open its South County Detention Facility during the period of July 1, 2019 – June 30, 2020. The actual date of the opening of the South County Detention Facility for occupancy will be September 11, 2019; however, CONTRACTOR will gain access to the facility thirty (30) days prior to inmate occupancy. Once CONTRACTOR gains access to the South County Detention Facility, the base compensation paid to CONTRACTOR for actual services provided to COUNTY shall increase by an amount not to exceed \$4,019,969 (maximum additional base compensation) for the period of July 1, 2019 – June 30, 2019. COUNTY shall pay the additional base compensation on a per month basis at the rate of one-twelfth 1/12th of the maximum additional base compensation. For any partial month during which CONTRACTOR has access to the South County Detention Facility, the additional base compensation for that partial month shall be prorated based upon the number of days CONTRACTOR has access to the facility during the month. The total base compensation for the period of July 1, 2019 – June 30, 2020 shall not exceed \$18,714,239.

For the period of July 1, 2020 – June 30, 2021, the base compensation paid to CONTRACTOR for actual services provided to COUNTY shall not exceed \$19,275,666, which is an increase of CPI index average from previous fiscal year for Tulare County or 3% whichever is less. COUNTY shall pay CONTRACTOR in twelve (12) monthly payments [at one-twelfth (1/12th) of the annual contract amount], not to exceed \$19,275,666.

This Agreement may be extended for three (3) additional consecutive twelve (12) month periods upon the same terms and conditions herein set forth, and subject to the following provisions within Exhibits A & B. Each such twelve (12) month extension period shall be contingent upon the evaluation of CONTRACTOR's performance of its services under this Agreement during the then-current period of this Agreement, by Sheriff, Chief of Probation, HHSa Director, or their respective designees, determine that the then-current term of this Agreement should be extended, HHSa will provide a written notice of such extension to CONTRACTOR ninety (90) days prior to each such subsequent twelve (12) month extension period. If either party determined not to extend this Agreement, then such party shall provide written notice of non-extension of this Agreement not later than ninety (90) days prior to the expiration of the then-current term of this Agreement.

AMENDED EXHIBIT B
PAYMENT OF SERVICES

If performance standards are met and this Agreement is extended for an additional one-year period, then for the period July 1, 2021 through June 30, 2022, the base compensation paid to CONTRACTOR for actual services provided to COUNTY shall not exceed \$19,853,936 , which an increase of CPI index average from previous fiscal year for Tulare County or 3% whichever is less. COUNTY shall pay CONTRACTOR in twelve (12) equal monthly payments [at one-twelfth (1/12th) of the annual contract amount], not to exceed \$19,853,936. It is anticipated that the North County Detention Facility will open in Fiscal Year 2021-2022. Prior to the opening of the North County Detention Facility, the COUNTY and CONTRACTOR will meet and negotiate in good faith the impact to the base contract pricing. The contract will be amended upon mutual agreement between COUNTY and CONTRACTOR. All subsequent years' base contract pricing will be adjusted accordingly.

If performance standards are met and this Agreement is extended for an additional one-year period, then for the period July 1, 2022 through June 30, 2023, the base compensation paid to CONTRACTOR for actual services provided to COUNTY shall not exceed \$20,449,554, which is an increase of CPI index average from previous fiscal year for Tulare County or 3% whichever is less. COUNTY shall pay CONTRACTOR in twelve (12) equal monthly payments [at one-twelfth (1/12th) of the annual contract amount], not to exceed \$20,449,554.

If performance standards are met and this Agreement is extended for an additional one-year period, then for the period July 1, 2023 through June 30, 2024, the base compensation paid to CONTRACTOR for actual services provided to COUNTY shall not exceed \$21,063,041, which is an increase of CPI index average from previous fiscal year for Tulare County or 3% whichever is less. COUNTY shall pay CONTRACTOR in twelve (12) equal monthly payments [at one-twelfth (1/12th) of the annual contract amount], not to exceed \$21,063,041.

CONTRACTOR will invoice the COUNTY fifteen (15) days after the first day of the month in which services are rendered. The COUNTY agrees to pay CONTRACTOR within thirty (30) days of the invoice date.

COUNTY, shall not be subject to, any late charges, fees or penalties of any kind.

2. Increases or Decreases in Inmate Population

The parties agree that an annual base price is calculated based upon an average daily population (ADP) which includes adult inmate and youth population (hereinafter "Combined ADP") of up to 1,775 calculated over a calendar month. The parties also agree and acknowledge that the ADP will be calculate by Sheriff and Probation on a daily basis and provided to CONTRACTOR on a monthly basis. The COUNTY shall provide this information to CONTRACTOR no later than the fifth business day following the month of service. If the ADP, calculated and averaged over a calendar month, rises above 1,950 or falls below 1,600, CONTRACTOR shall be compensated (whether an increase or decrease) at the ADP rate, according to the rates outlined below, herein.

For the contract period of July 1, 2018 – June 30, 2024, including extension years, if the Combined ADP exceeds 1,950 Inmates/Youth any given month, then the compensation payable to CONTRACTOR by the COUNTY shall be increased rate of \$3.29 for each Inmate/Youth over

AMENDED EXHIBIT B
PAYMENT OF SERVICES

1,950. Conversely, should the Combined ADP decreased below 1,600 Inmates/Youth any given month, CONTRACTOR shall rebate the COUNTY by a per diem rate of \$3.29 for each Inmate/Youth less than 1,600.

This per diem is intended to cover additional costs in those instances where minor, short-term increases in the inmate population result in the higher utilization of routine supplies and services. However, the per diem is not intended to provide for any additional fixed costs, such as staffing positions, which might prove necessary if the inmate population changes significantly and if the population change is sustained.

If the combined ADP exceeds 1,950 for a period of one hundred and twenty (120) consecutive days or more, COUNTY and CONTRACTOR shall meet and negotiate in good faith regarding the impact to staffing levels as a result of such population change on the Agreement; in the event, the parties are unable to reach an agreement on staffing level and/or compensation adjustments to accommodate any such population change within thirty (30) day period following notice by the party requesting renegotiation, then either party may terminate the Agreement with ninety (90) days advance written notice.

3. Payment Reductions for Staffing Shortfalls

In accordance to Section 8, CONTRACTOR shall reduce the invoice for that month by the amount equal to the Fully-Loaded Labor Hourly Rate to COUNTY for any job title hours not covered. Job titles must be filled by professionals with the required skills and specialties indicated in the staffing plan. For the purposes of this section, under-filled job titles will be considered unfilled. CONTRACTOR shall then credit the COUNTY, respectively, for any unfilled hours at a rate of the Fully-Loaded Labor Hourly Rate for each or any position(s) missed. The Fully-Loaded Labor Hourly Rate for each position for purposes of calculating the credit due to the COUNTY is attached in Exhibit A.1.

4. Payment Reduction for Unsatisfactory Performance Measures

If the CONTRACTOR fails to substantially comply with any of the Indicators as set forth in Exhibit A, Section 17.2, the COUNTY may assess a penalty of \$3,000 for each failed Performance Indicator quarterly.

5. County Discretion on Payment Reduction

The COUNTY reserves the right to not impose the fines referenced in Sections 4 of this exhibit at the COUNTYs discretion. For FY 2018-2019, the COUNTY will not assess performance indicator penalties until January, 2019.

6. Compensation for Renewal Terms

Pricing for any renewal terms beyond the three-year initial contract term will be based on the mutual written agreement of the COUNTY and CONTRACTOR.

AMENDED EXHIBIT B
PAYMENT OF SERVICES

7. Changes in the Law, Standard of Care or Scope of Services.

The prices in Exhibit B reflect 1) the scope of services as outlined in Exhibit A; 2) the current community standard of care with regard to health care services. Should there be any change in or inmate or youth distribution, standards of care, scope of services, cost of goods or services, or available workforce pool that results in material increase in costs, or if any statute, rule or regulation is passed or any order issued or any statute or guideline adopted materially increasing the cost to CONTRACTOR of providing health care services hereunder, the increased costs related to such change or modification are not covered in this Agreement and will be negotiated with the COUNTY, provided, however, that if the parties are unable to agree on appropriate compensation, either party may terminate this Agreement, pursuant to Paragraph 5 (General Agreement Terms and Conditions) of Agreement.

8. Payment.

All adjustments to payment made in accordance with Section 2, 3, and 4 above shall be reconciled on a quarterly basis. Due to the timing of monthly reporting, deductions for staffing shortfalls will be made one month in arrears from the quarter of service (i.e. deductions for July-September will occur on the October invoice).

Payments to CONTRACTOR shall be less any monthly telephone charges for toll and long distance telephone calls made from Facilities' provided telephones, upon receipt of invoice from the COUNTY.

Payments to CONTRACTOR shall be less any monthly internet charges for excessive use, upon receipt of invoice from the COUNTY.

All invoices shall be sent to the address listed in Paragraph 7 (Notices) of the Agreement.