

AGREEMENT

THIS AGREEMENT ("Agreement") is made and entered into this 3rd day of April, 2018, by and between the COUNTY OF FRESNO, a Political Subdivision of the State of California, hereinafter referred to as "COUNTY", and California Forensic Medical Group, a California for profit corporation, whose address is 2511 Garden Road, Suite A160, Monterey, CA 93940, hereinafter referred to as "CONTRACTOR".

WITNESSETH:

WHEREAS, COUNTY is required under Title 15 of the California Code of Regulations to provide necessary medical and behavioral health care to incarcerated individuals;

WHEREAS, COUNTY, through its Sheriff-Coroner's Office ("SHERIFF"), Department of Public Health ("DPH"), and Department of Behavioral Health ("DBH"), has a need for a qualified correctional health care organization to provide medical and behavioral health care services to the adult incarcerated individuals ("inmates") detained in COUNTY Sheriff-Coroner's Office Adult Detention Facilities identified as North Annex, Main and South Annex jails ("JAIL");

WHEREAS, on July 13, 2017, COUNTY's Board of Supervisors decided for COUNTY to prepare and issue a Request for Proposal ("RFP") for comprehensive medical and behavioral health care services for adult inmates and youth juveniles detained in COUNTY's Detention Facilities to initiate a competitive bidding process;

WHEREAS, on August 18, 2017, COUNTY, through its SHERIFF and DPH, issued RFP No. 18-006, soliciting proposals for the provision of comprehensive medical and behavioral health care services to COUNTY's Detention Facilities, including, but not limited to, medical and behavioral health care services and responsibilities in the Remedial Plan, as described herein;

WHEREAS, on October 9, 2017, COUNTY through its SHERIFF, and DPH issued Addendum One (1) to RFP No. 18-006;

WHEREAS, on November 9, 2017, CONTRACTOR submitted a response to COUNTY's RFP No. 18-006 ("CONTRACTOR's Response");

WHEREAS, CONTRACTOR represents that it has the necessary training, experience, expertise, competency and skilled personnel with the proper licensure, certification, education and work

1 experience for the provision of medical and behavioral health care services within California detention
2 facilities; and

3 WHEREAS, CONTRACTOR is willing and qualified to provide such services, pursuant to
4 the terms and conditions of this Agreement.

5 NOW, THEREFORE, in consideration of the mutual covenants, terms and conditions
6 herein contained, the parties hereto agree as follows:

7 I. OBLIGATIONS OF THE CONTRACTOR

8 A. Commencing on 12:01 AM on the 1st day of July, 2018:

9 1. CONTRACTOR shall perform all services and fulfill all responsibilities, as
10 identified in COUNTY's RFP No. 18-006 dated August 18, 2017, including Addendum No. One (1) to
11 RFP No. 18-006, dated October 9, 2017, (collectively, "COUNTY's RFP"), and CONTRACTOR's
12 Response, all incorporated herein by reference and made part of this Agreement.

13 2. CONTRACTOR shall perform all services and fulfill all responsibilities as
14 identified in Exhibit A, "Comprehensive Medical and Behavioral Health Care Services", attached hereto
15 and incorporated by this reference herein.

16 a) CONTRACTOR shall be responsible for the medical and
17 behavioral health care services provided on-site (any service provided with the COUNTY JAIL) and off-
18 site (any service provided outside of the COUNTY JAIL) to the adult inmates at the JAIL, as defined in
19 this Agreement and the exhibits thereto.

20 b) CONTRACTOR will not be responsible for any hospital inpatient
21 healthcare costs. Hospital Inpatient healthcare costs or inpatient services shall only mean the costs for
22 any medical care during an admission to a general acute care hospital or acute psychiatric hospital.
23 CONTRACTOR will work with the COUNTY or the COUNTY's designee to facilitate the enrollment of
24 eligible inmates under the State of California's Medi-Cal County Inmate Program ("MCIP"). To the
25 extent the inmates are determined to be ineligible for the MCIP program, CONTRACTOR will initially
26 pay for inpatient services but will bill the COUNTY for reimbursement of such costs.

27 c) CONTRACTOR shall provide all services in compliance with all
28 applicable laws and regulations, including, but not limited to, Title 15 of the California Code of

1 Regulations Minimum Standards for Local Detention Facilities, California Welfare & Institutions Code
2 Sections 5150, et seq., and 5600.4, California Penal Code Section 4011.6 and the California Education
3 Code.

4 3. Remedial Plan

5 Notwithstanding anything to the contrary herein this Agreement,
6 CONTRACTOR shall perform the medical and behavioral health care services and responsibilities and
7 all other duties and requirements underlined in the "Remedial Plan" ("Remedial Plan Services/Duties"),
8 Exhibit B, attached hereto and incorporated by this reference herein, whether any of the Remedial Plan
9 Services/Duties are currently within the scope of the work or identified in Exhibit A. COUNTY
10 understands that the CONTRACTOR is not a party to the Hall, et al. v County of Fresno lawsuit and
11 under no circumstances shall the provisions of this Agreement be interpreted to subject
12 CONTRACTOR to the jurisdiction of the Court as a party in the Hall, et al. v County of Fresno lawsuit,
13 case number 1:11-CV-02047-LJO-BAM (E.D. Cal. January 25, 2012). CONTRACTOR shall work in
14 cooperation with SHERIFF, DPH, and DBH, or their designees, to implement the bolded, italicized
15 sections in Remedial Plan, Exhibit B, referenced herein. For purposes of this Agreement, the following
16 terms in the Remedial Plan shall have the meanings below:

17 "JAIL Medical Director" shall mean CONTRACTOR's Medical Director
18 assigned to JAIL;

19 "JAIL health care staff" or "health care staff" shall mean CONTRACTOR
20 or CONTRACTOR's medical and/or behavioral health care staff assigned to JAIL.

21 4. Staffing

22 a) CONTRACTOR shall, in performing all services and duties under
23 this Agreement, provide only qualified personnel who are licensed, certified and/or registered, as
24 necessary, to practice in the State of California, that are not debarred, excluded or suspended by any
25 local, State or Federal regulatory agency from practicing and are acceptable to COUNTY's SHERIFF,
26 DPH Director or DBH Director, or their respective designees. This section shall apply to all
27 CONTRACTOR's subcontracted personnel pursuant to Section XXV, SUBCONTRACTORS herein.

28 b) Pursuant to all terms and conditions set forth in Section XIX,

1 LICENSES AND CERTIFICATION, herein, all licenses necessary for CONTRACTOR to render medical
2 and behavioral health care services as provided by this Agreement shall be maintained throughout the
3 term of this Agreement by CONTRACTOR, its staff members, and subcontractors (pursuant to Section
4 XXV, SUBCONTRACTORS, herein), participating in this Agreement. Such failure to maintain any said
5 license or any revocation or non-renewal of any said license will be grounds for termination of this
6 Agreement by COUNTY.

7 c) CONTRACTOR shall provide medical, technical, and support
8 personnel, as necessary, for the rendering of medical and behavioral health care services [including,
9 but not limited to Jail Psychiatric Services ("JPS")] to adult inmates detained at COUNTY's JAIL and
10 fulfilling all duties under this Agreement.

11 5. Minimum Staffing Plan

12 CONTRACTOR shall provide a plan to COUNTY's SHERIFF, DPH
13 Director, or designee, for *minimum* staffing levels for all three (3) COUNTY JAIL facilities: Main Jail:
14 1225 M. Street, Fresno, California 93721; North Annex Jail: 1265 M. Street, Fresno, California, 93721;
15 and South Annex Jail: 2280 Fresno Street, Fresno, California, 93721. CONTRACTOR's staffing plan
16 shall include staffing of the following positions: a medical director, physicians, psychiatrists,
17 optometrist, optician, medical and behavioral health clinicians, a dentist, nurses, medical/dental/psych
18 assistants and technicians, and management and administrative staff. Exhibit C, attached hereto and
19 incorporated herein by reference, includes the agreed-upon minimum staffing levels necessary to
20 provide health care services required for a total maximum capacity of 3,291 inmates.

21 CONTRACTOR shall maintain, at a minimum, the staff levels as set forth
22 in Exhibit C. CONTRACTOR's staffing levels shall be designed to be as cost-effective as possible
23 while still meeting COUNTY's needs, fulfilling all requirements under this Agreement, and maintaining
24 compliance with Title 15 of the California Code of Regulations. In the event the total adult inmate
25 population increases or decreases substantially so that changes to the staffing plan in Exhibit C are
26 necessary for CONTRACTOR to fulfill its obligations under this Agreement, upon COUNTY's or
27 CONTRACTOR's request, the parties shall enter negotiations in good faith to determine a mutually
28

1 agreeable change to the staffing level in Exhibit C and compensation set forth in this Section V,
2 COMPENSATION, herein.

3 6. NCCHC Accreditation

4 CONTRACTOR, on behalf of COUNTY's JAIL, and in collaboration with
5 SHERIFF, DPH, and DBH shall commence the process, including application, within six (6) months of
6 commencement of services under this Agreement a preliminary audit of JAIL to be conducted by
7 National Commission on Correctional Health Care (NCCHC) for the purpose of achieving NCCHC
8 accreditation of the JAIL. After a joint review of the findings of said audit, CONTRACTOR and
9 COUNTY shall mutually agree upon a reasonable timetable for achieving NCCHC accreditation. Once
10 accredited by NCCHC, CONTRACTOR shall maintain said accreditation throughout the remainder of
11 the term of this Agreement, barring any obstruction from the physical design of the facility or for other
12 reasons that are beyond CONTRACTOR's control, and shall be responsible for the payment of
13 accreditation related application, inspection, and certification fees. CONTRACTOR shall promptly
14 supply SHERIFF, DPH Director, and DBH Director, and/or respective designees, with a hard copy (and
15 electronic copy, if available) of subsequent updates or new publications made available of the NCCHC
16 accreditation standards, throughout the term of this Agreement. CONTRACTOR shall remain in good
17 standing with NCCHC throughout the term of this Agreement, barring any obstruction from the physical
18 design of the facility or for other reasons that are beyond CONTRACTOR's control.

19 7. Medi-Cal Inmate Program

20 CONTRACTOR will not be responsible for any inpatient hospitalization
21 costs. CONTRACTOR will work with the COUNTY or the COUNTY's designee to facilitate the
22 enrollment of eligible inmates under California's Medi-Cal County Inmate Program ("MCIP"). To the
23 extent the inmates are determined to be ineligible for the MCIP program, CONTRACTOR will initially
24 pay for inpatient services but will bill the COUNTY for reimbursement of such costs.

25 8. Monthly Administrative Meetings

26 CONTRACTOR shall schedule, facilitate, and hold monthly administrative
27 meetings with designated COUNTY staff and/or their designees, to evaluate statistics, program needs,
28 address problems/issues that may arise, and interrelationships between Jail staff, medical and

1 behavioral health care services staff and relationships with providers of emergency, inpatient, or
2 outpatient specialty care services.

3 9. SAMHSA Grant Funding

4 CONTRACTOR acknowledges that COUNTY's DBH receives funding
5 under the Substance Abuse and Mental Health Service Administration (SAMHSA) grant to fund a
6 portion of the COUNTY's Jail Psychiatric Services (JPS). SAMHSA is a Community Mental Health
7 Services Block Grant that distributes federal funding through the State of California, Department of
8 Health Care Services.

9 CONTRACTOR shall comply with the requirements of the SAMHSA
10 grant, attached hereto as Exhibit D, "Community Mental Health Block Grant Application," and
11 incorporated herein by this reference, in providing JPS.

12 CONTRACTOR's requirements for JPS are outlined in the Program Description identified in Exhibit D
13 and are also defined in Exhibit A. COUNTY shall request input from CONTRACTOR in regards to
14 subsequent fiscal year SAMHSA grant funding applications and requirements.

15 For each successive year that CONTRACTOR continues to provide JPS
16 under the SAMHSA grant, CONTRACTOR shall provide said services in accordance with subsequent
17 fiscal year SAMHSA grant requirements, including any and all applicable modifications or amendments
18 to such grant requirements, incorporated and attached herein by reference.

19 10. Behavioral Health Services

20 a) Guiding Principles of Care Delivery

21 CONTRACTOR shall provide all behavioral health services, programs and practices with the vision,
22 mission, and guiding principles of COUNTY's DBH as further described in Exhibit E, "Fresno County
23 Department of Behavioral Health Guiding Principles of Care Delivery", attached hereto and
24 incorporated herein by reference.

25 b) California Department of Health Care Services

26 CONTRACTOR shall also provide all behavioral health services in
27 accordance with the California Department of Health Care Services requirements as imposed on
28 COUNTY and all its subcontractors as included herein in Section XXV, SUBCONTRACTORS, and

1 Exhibit F, "Fresno County Behavioral Health Mental Health Care Requirements," attached hereto and
2 incorporated herein by reference.

3 c) Linkage to Care

4 Upon discharge of an inmate with serious mental illness (SMI)
5 diagnosis from incarceration, CONTRACTOR shall link said individuals with outside service providers,
6 such as COUNTY's DBH Adult Division, as indicated in Exhibit A and in compliance with Remedial Plan
7 (Exhibit B).

8 d) Second-Generation Long-Acting Injectable Anti-Psychotic
9 Medications

10 CONTRACTOR's pharmacy subcontractor shall have available
11 second-generation long-acting injectable anti-psychotic medications ("Second Gen LAI") for use within
12 the JAIL by CONTRACTOR, at no cost to COUNTY. Said contract shall be solely CONTRACTOR's
13 responsibility and COUNTY shall bear no responsibility whatsoever for said contract.

14 CONTRACTOR's psychiatrists will maintain sole responsibility for
15 prescribing said Second Gen LAI medications, as clinically indicated. CONTRACTOR shall bridge
16 medication, as indicated in Exhibit A and in compliance with Remedial Plan (Exhibit B), for
17 individuals/inmates who enter the facility on such prescribed Second Gen LAI medications.
18 Specifically, CONTRACTOR shall verify prescription medications and CONTRACTOR's psychiatrists
19 shall prescribe the same medication to maintain individuals on a stable dosage, if clinically appropriate.
20 Within seven (7) days of bridging medications, said individuals shall receive a face-to-face evaluation
21 by CONTRACTOR's psychiatrists who may then choose to continue said prescription or change
22 prescription, as clinically appropriate. At any time during incarceration, CONTRACTOR's psychiatrists
23 may initiate the use of Second Gen LAI medications, as clinically indicated.

24 CONTRACTOR shall ensure its subcontracted pharmacy will
25 coordinate for delivery of said Second Gen LAI medications to JAIL. As described herein,
26 CONTRACTOR will be solely responsible for the cost of said Second Gen LAI medication utilized by
27 CONTRACTOR.

28 11. Minimize Transportation Needs

1 CONTRACTOR, at its own cost, shall be responsible for the repair,
2 maintenance, housekeeping, and replacement (if necessary) of all COUNTY provided and/or owned
3 medical and dental equipment. In the event the CONTRACTOR determines additional medical and
4 dental equipment is necessary, CONTRACTOR shall be responsible for the full cost of such items.
5 CONTRACTOR shall reimburse COUNTY for all losses and damages resulting from the negligent or
6 careless use of COUNTY provided and/or owned medical and dental equipment or other COUNTY
7 property or facilities by CONTRACTOR's personnel.

8 B. Commencing upon the effective date of this Agreement:

9 1. CONTRACTOR acknowledges that COUNTY JAIL facilities are operated
10 as no hostage facilities; therefore, all services provided in JAIL shall be performed in accordance with
11 Exhibit G "No Hostage Facility" policy, attached hereto and incorporated herein by this reference.

12 2. CONTRACTOR's employees and subcontractors working within the JAIL
13 will be required to pass a background investigation by SHERIFF. CONTRACTOR's staff must obtain
14 mandatory security clearance from the SHERIFF, as applicable, prior to commencing work.
15 CONTRACTOR shall advise SHERIFF, as applicable, at a minimum of three (3) weeks in advance of
16 placement of a new employee/staff to provide adequate time for the background check process.
17 CONTRACTOR will be responsible for all costs to obtain security clearances for all of CONTRACTOR's
18 prospective employees/staff within JAIL. CONTRACTOR shall also provide adequate time for
19 CONTRACTOR's employees/staff to attend facility orientation and training by SHERIFF, as applicable.

20 3. COUNTY maintains the right to veto the use or employment of any of
21 CONTRACTOR's employees/staff on-site at JAIL provided by CONTRACTOR or any subcontractor
22 under the direction of CONTRACTOR. CONTRACTOR shall remove any of CONTRACTOR's
23 employees/staff on-site at JAIL and replace said employee/staff in a timely manner when requested,
24 without limitation, by SHERIFF, DPH, or DBH. Application for access to JAIL is attached hereto as
25 Exhibit H and incorporated herein by this reference. The SHERIFF's Sexual Misconduct and Abuse
26 Policy D-360, attached hereto as Exhibit I, incorporated herein by this reference, shall be read and
27 signed by all CONTRACTOR's employees/staff prior to commencing work.

28 4. CONTRACTOR shall observe all applicable SHERIFF policies and

1 procedures concerning the operation of the JAIL. CONTRACTOR's staff shall sign acknowledgments
2 of certain SHERIFF policies and procedures, as applicable and upon request. CONTRACTOR shall
3 also observe all DPH and DBH policies and procedures, as applicable. CONTRACTOR's personnel
4 shall abide by the security regulations of the JAIL. CONTRACTOR must inform its employees and
5 subcontractors of all such regulations.

6 5. SHERIFF, or designee, has provided to CONTRACTOR a site map with
7 floor plans identifying the designated health care areas within each of the JAIL to be occupied by
8 CONTRACTOR for CONTRACTOR's use in performing all services and duties under this Agreement.
9 CONTRACTOR acknowledges that the designated health care areas are confidential and shall
10 maintain the confidentiality of those areas and the provided site map. As detailed in Section II,
11 OBLIGATIONS OF THE COUNTY, herein, COUNTY shall provide to CONTRACTOR in an "as-is"
12 condition office and clinic space, furniture, fixtures, facilities, medical and dental equipment, telephones
13 and other consumable and incidental medical and office supplies within the designated health care
14 areas in JAIL to utilize during the term of this Agreement.

15 a) CONTRACTOR shall utilize all COUNTY office and clinic space,
16 furniture, fixtures, facilities, medical and dental equipment, and telephones within the designated health
17 care areas in JAIL in a careful and proper customary manner.

18 b) CONTRACTOR shall not utilize COUNTY office and clinic space,
19 furniture, fixtures, facilities, medical and dental equipment, and telephones within the designated health
20 care areas: (a) in any manner that violates state or federal law; and (b) for any purpose other than in
21 the performance of its obligations under this Agreement. CONTRACTOR's licensed and qualified staff
22 are permitted to utilize COUNTY medical and dental equipment to which they are qualified to utilize.

23 c) CONTRACTOR, at its own cost, shall be responsible for the
24 repair, maintenance, housekeeping, and replacement (if necessary) of all COUNTY furniture, fixtures,
25 and office equipment. In the event the CONTRACTOR determines additional furniture, fixtures, and/or
26 office equipment is necessary, CONTRACTOR shall be responsible for the full cost of such items.
27 CONTRACTOR shall reimburse COUNTY for all losses resulting from the negligent or careless use of
28 COUNTY furniture, fixtures, and office equipment or other COUNTY property or facilities by

1 CONTRACTOR's personnel.

2 d) CONTRACTOR shall not make any installations, alterations,
3 replacements or improvements of any kind to COUNTY furniture, fixtures, facilities, and/or medical and
4 dental equipment without obtaining COUNTY's prior written consent. CONTRACTOR shall not remove
5 COUNTY furniture, fixtures, medical and dental equipment, or telephones from its location in JAIL.

6 e) At all times during the term of this Agreement and thereafter,
7 COUNTY shall be the sole owner of all furniture, fixtures, medical and dental equipment, and
8 telephones contained within JAIL, with the exception of additional (not replacement) furniture, fixtures,
9 medical and dental equipment, and telephones that CONTRACTOR purchases for on-site uses during
10 the term of this Agreement. Notwithstanding the foregoing, upon contract termination/expiration, the
11 COUNTY reserves the right to purchase any equipment purchased by CONTRACTOR for on-site uses.
12 The purchase price shall be negotiated at such time that COUNTY requests to purchase
13 CONTRACTOR's equipment. CONTRACTOR shall not pledge, encumber, create a security interest in
14 or permit a lien to be attached to any of COUNTY's furniture, fixtures, facilities, and/or medical and
15 dental equipment.

16 f) At the termination of this Agreement, CONTRACTOR will return all
17 COUNTY furniture, fixtures, medical and dental equipment, and telephones to COUNTY in working
18 order, with the exception of reasonable wear and tear. If any of COUNTY's furniture, fixtures medical
19 and dental equipment, and/or telephones require replacement or repair, CONTRACTOR shall, at
20 CONTRACTOR's expense, replace with the same or comparable item or repair the item to working
21 order.

22 g) In regards to the fixed assets described in Section II,
23 OBLIGATIONS OF THE COUNTY, and Exhibit J "Jail Medical Equipment Inventory List", attached
24 hereto and incorporated herein by this reference, CONTRACTOR agrees to the following:

25 (1) To maintain all fixed assets in good working order and
26 condition, normal wear and tear excepted; and

27 (2) To label all fixed assets, to perform periodic inventories as
28 required by COUNTY and to maintain an inventory list showing where and how the fixed asset is being

1 used, in accordance with procedures developed by COUNTY. All such lists shall be submitted to
2 COUNTY within ten (10) calendar days of any requests therefore.

3 (3) To report in writing to COUNTY immediately after
4 discovery, the loss or theft of any fixed asset. For stolen items, the local law enforcement agency must
5 be contacted and a copy of the loss report submitted to COUNTY, within ten (10) calendar days of such
6 report.

7 (4) To maintain a policy of insurance for all risk personal
8 property coverage that shall be endorsed naming the COUNTY as an additional loss payee.

9 6. CONTRACTOR shall ensure that the management and operational
10 responsibilities for medical and behavioral health care services are transitioned as seamlessly as
11 possible from the previous COUNTY-contracted provider's management, to ensure continuity of care
12 and minimal disruption to services provided. CONTRACTOR's transition plan and timeline for such
13 transition is identified in CONTRACTOR's Response. It is understood by the parties that
14 CONTRACTOR shall have completed a "data migration" of the previous contractor's collected data to
15 CONTRACTOR prior to July 1, 2018 such that CONTRACTOR shall have in its data/records system all
16 inmate medical records/history/medication records from previous contractor no later than July 1, 2018.
17 CONTRACTOR acknowledges that the expectation and objective is that all such records/history shall
18 be 100% migrated, accurate and ready for use by CONTRACTOR on July 1, 2018. Notwithstanding
19 the foregoing, CONTRACTOR shall not be responsible for delays in the aforementioned transition
20 plan/duties due to the previous COUNTY-contracted provider's failure to promptly cooperate with
21 CONTRACTOR.

22 7. CONTRACTOR shall respond to and process all medical record requests
23 and subpoenas for records whether or not the Release of Information is directly addressed to COUNTY
24 and/or CONTRACTOR, so long as the Release of Information is otherwise lawful.

25 II. OBLIGATIONS OF THE COUNTY

26 A. Office Space, Equipment and Inventory

27 1. Office/Clinic Space & Equipment

28 a) COUNTY shall provide to CONTRACTOR in an "as-is" condition

1 office and clinic space, furniture, fixtures, facilities, medical and dental equipment and other
2 consumable and incidental medical and office supplies within the designated health care areas in JAIL
3 to utilize during the term of this Agreement. Such COUNTY-provided office furniture, medical and
4 dental equipment, and other inventoriable assets available for CONTRACTOR's use, are listed in
5 Exhibit J.

6 b) COUNTY shall provide CONTRACTOR with accessibility to
7 COUNTY's computer network, as appropriate via Virtual Private Network (VPN), Virtual Desktop
8 Infrastructure (VDI), or other mutually agreed upon secure connection, and COUNTY will coordinate
9 with CONTRACTOR, as needed, to maintain CONTRACTOR's cloud infrastructure's ability to operate
10 and interface effectively with COUNTY's existing computer equipment and network. COUNTY shall
11 not be responsible for any damage whatsoever, including but not limited to claims and losses suffered
12 by CONTRACTOR, to CONTRACTOR's cloud infrastructure or external network resulting from
13 COUNTY providing CONTRACTOR with access to COUNTY's computer network.

14 COUNTY shall provide CONTRACTOR accessibility to the
15 abovementioned COUNTY computer infrastructure at no cost to CONTRACTOR for the first ninety (90)
16 days after the commencement of services on July 1, 2018. After the initial 90-day period, it is
17 understood that CONTRACTOR will no longer be utilizing COUNTY computer equipment;
18 CONTRACTOR will bring in its own computer equipment. COUNTY shall maintain responsibility for
19 CONTRACTOR's costs for intranet line charges and internet logon charges as COUNTY provided
20 services.

21 c) COUNTY shall provide only the equipment presently on-site as
22 well as any other equipment that COUNTY chooses to purchase and retain ownership of.

23 d) COUNTY shall provide CONTRACTOR with space to store
24 physical medical and behavioral health care records, as necessary, of adult inmates at the Main Adult
25 JAIL facility.

26 e) COUNTY shall pay for all building maintenance fees for the work
27 areas utilized by CONTRACTOR within the JAIL. However, as indicated hereinabove, COUNTY will
28 not be responsible to provide the janitorial services for the designated work areas utilized by

1 CONTRACTOR as indicated in Section I, OBLIGATIONS OF THE CONTRACTOR, herein.

2 d) The parties to this Agreement agree that no provision in this
3 Agreement, including without limitation all attached and incorporated documents, is intended to create a
4 possessory interest for CONTRACTOR in any property, building, facility and/or equipment owned or
5 possessed by COUNTY. Furthermore, no provision herein shall be interpreted as providing
6 CONTRACTOR a lease, license or possessory interest of any kind whatsoever in any property,
7 building, facility and/or equipment owned or possessed by COUNTY.

8 2. Consumable and Incidental Supplies

9 COUNTY shall allow CONTRACTOR to use all consumable and
10 incidental medical, dental and office supplies remaining within JAIL upon commencement of services
11 identified in Exhibit A. At such time as this Agreement ends, CONTRACTOR shall leave all existing
12 consumable and incidental medical, dental, and office supplies within the JAIL for impending use by
13 COUNTY. Such examples of consumable and incidental medical, dental and office supplies include the
14 following, but are not limited to: syringes, latex gloves, bandages, gauze, cotton balls, paper, folders,
15 envelopes, tape dispensers, trash cans, ink/toner cartridges, blood pressure cuffs, stethoscopes, etc.

16 3. Fixed Assets

17 All existing COUNTY equipment and/or additional equipment purchased
18 by CONTRACTOR purchased at a cost of Five Thousand and No/100 Dollars (\$5,000.00) or over,
19 including sales tax, shall be identified as fixed assets and will be marked with an assigned COUNTY
20 Inventory Number (typically a FR# or a GR#). Such fixed assets are identified in Exhibit J. These fixed
21 assets shall be retained by COUNTY, as COUNTY property, in the event this Agreement is terminated
22 or upon the expiration of this Agreement. CONTRACTOR agrees to participate in an annual inventory
23 of all COUNTY fixed assets and shall be physically present when fixed assets are returned to COUNTY
24 possession at the termination or expiration of this Agreement. CONTRACTOR will be responsible for
25 returning to COUNTY all COUNTY-owned fixed assets, or the fair market value of said fixed assets if
26 unable to produce the fixed assets at the expiration or termination of this Agreement, barring any
27 reasons that are beyond CONTRACTOR's control.

28 5. Inventoriable Assets

1 Said equipment listed hereinabove in Section II. OBLIGATIONS OF THE
2 COUNTY, A. Office Space, Equipment and Inventory, and other property to be provided by the
3 COUNTY, shall be inventoried at the beginning and at the end of the contract term by SHERIFF, DPH
4 Director, or designee, and CONTRACTOR's representative. Both parties shall participate in such
5 inventory and sign an acknowledgment of the final inventory result. All COUNTY's equipment identified
6 with a COUNTY Inventory Number (i.e., identified with a FR # or GR # and bar code) is required to be
7 inventoried annually by COUNTY staff. CONTRACTOR shall participate and make designated work
8 areas available to COUNTY staff for said inventory purposes.

9 6. COUNTY Telephone System

10 COUNTY shall allow CONTRACTOR to utilize COUNTY's existing
11 telephones and telephone system. COUNTY currently has seventy-eight (78) phones placed within the
12 JAIL facilities for CONTRACTOR's use. COUNTY shall be responsible for CONTRACTOR's telephone
13 costs (including utilization and hardware) up to Thirty-Three Thousand and No/100 Dollars (\$33,000.00)
14 annually throughout the term of this Agreement. Any additional costs above the Thirty-Three Thousand
15 and No/100 Dollars (\$33,000.00) will be the responsibility of CONTRACTOR. CONTRACTOR will be
16 invoiced for the additional costs identified after each one-year period of this Agreement, pursuant to the
17 terms identified in Section VI, INVOICING, herein.

18 B. Security

19 COUNTY shall be exclusively responsible to provide security for the protection of
20 CONTRACTOR's employees and to enable CONTRACTOR to safely and adequately provide the
21 comprehensive medical and behavioral health care services described in this Agreement, specifically
22 Exhibit A and the Remedial Plan in Exhibit B. COUNTY shall provide all CONTRACTOR's staff with
23 security orientation. Nothing herein should be construed to make COUNTY's its deputies or employees
24 guarantors of the safety of CONTRACTOR's employees, agents, or subcontractors. Accordingly, in the
25 event of an unusual widespread disturbance (e.g., inmate riot) beyond the CONTRACTOR's control tha
26 t materially affects the cost to CONTRACTOR of providing health care services hereunder (and as
27 described in Exhibit A), the parties shall meet and negotiate in good faith to determine a mutually
28 agreeable contract modification, including, but not limited to, an adjustment to compensation set forth in

1 Section V, COMPENSATION, herein.

2 C. Utilities

3 COUNTY shall be responsible for all utilities costs ,including water, sewer, trash
4 disposal, and gas and electricity.

5 D. Average Daily Population

6 COUNTY shall record the average daily population ("ADP") of JAIL inmates and
7 shall provide this information to CONTRACTOR to identify monthly fluctuations as described in Section
8 V, COMPENSATION, herein, no later than five (5) business days after the first (1st) of each month
9 immediately subsequent to the calendar month for which services are rendered.

10 E. Inmate Transportation

11 Immediately upon CONTRACTOR's request to COUNTY to transport adult
12 inmates due to a medical emergency or a critical illness pursuant to Section I, OBLIGATIONS OF THE
13 CONTRACTOR, herein, COUNTY shall provide emergency transportation by coordinating with its then
14 currently contracted emergency medical services ambulance provider. In addition, upon
15 CONTRACTOR's request and when necessary, COUNTY's SHERIFF shall provide non-emergency
16 transportation of adult inmates to medical appointments. Transportation costs, including services
17 provided by COUNTY's currently contracted emergency medical services ambulance provider, as well
18 as transports provided by SHERIFF for non-emergency off-site appointments, shall not be the
19 responsibility of CONTRACTOR.

20 F. Contract Administration

21 SHERIFF shall be responsible for contract administration, evaluation, and
22 oversight of the daily medical and behavioral health programs and operational services provided by
23 CONTRACTOR within the JAIL in close coordination with an interdisciplinary team from SHERIFF,
24 DPH, and DBH as applicable. SHERIFF will lead coordination efforts with CONTRACTOR to establish
25 standardized procedures in compliance with the Remedial Plan, identified in Exhibit B.

26 III. TERM

27 This Agreement shall become effective upon execution. The term of this Agreement
28 shall be for a period of three (3) years, commencing on July 1, 2018 through and including June 30,

1 2021, unless sooner terminated as provided herein. The parties' obligations stated herein regarding
2 the provision of medical services shall begin upon the commencement of the term unless otherwise
3 provided.

4 This Agreement may be extended for two (2) additional consecutive twelve (12) month
5 periods upon the same terms and conditions herein set forth, and subject to the following provisions
6 within this Section III. Each such twelve (12) month extension period shall be contingent upon the
7 evaluation of CONTRACTOR's performance of its services under this Agreement during the then-
8 current period of this Agreement, by SHERIFF, DPH Director and DBH Director, or their respective
9 designees. If, upon each such evaluation, SHERIFF, DPH Director, or their respective designees,
10 determine that the then-current term of this Agreement should be extended pursuant to this Section III,
11 herein, SHERIFF, DPH Director, or designee, may provide a written notice of such extension to
12 CONTRACTOR ninety (90) days prior to each such subsequent twelve (12) month extension period.
13 Notwithstanding anything to the contrary in this Section III, if either party determines not to extend this
14 Agreement as provided in this Section III, then such party shall provide written notice of non-extension
15 of this Agreement not later than ninety (90) days prior to the expiration of the then-current term of this
16 Agreement.

17 IV. TERMINATION

18 A. Non Allocation of Funds - The terms of this Agreement, and the services to be
19 provided hereunder, are contingent on the approval of funds by the appropriating government agency.
20 Should sufficient funds not be allocated, the services provided may be modified, or this Agreement
21 terminated, at any time by giving the CONTRACTOR thirty (30) days advance written notice.

22 B. Breach of Contract - The COUNTY may immediately suspend or terminate this
23 Agreement in whole or in part, where in the determination of the COUNTY there is:

- 24 1. An illegal or improper use of funds;
- 25 2. A failure to comply with any term of this Agreement;
- 26 3. A substantially incorrect or incomplete report submitted to the COUNTY;
- 27 4. Improperly performed service.

28 Except for the foregoing, this Agreement may be terminated by either party

1 should the other party materially default in the performance of this Agreement for any reason other than
2 listed above. Upon a material breach, this Agreement may be terminated following the failure of the
3 defaulting party to remedy the breach to the satisfaction of the non-defaulting party within five (5)
4 COUNTY business days of written notice specifying the breach. If the breach is not remedied within
5 that five (5) COUNTY business day period, the non-defaulting party may terminate the Agreement on
6 further written notice specifying the date of termination. If the nature of the breach is such that it
7 cannot be cured within a five (5) COUNTY business day period, the defaulting party may, submit a
8 written proposal within that period which sets forth a specific means to resolve the default. If the non-
9 defaulting party consents to that proposal in writing, which consent shall not be unreasonably withheld,
10 the defaulting party shall immediately embark on its plan to cure. If the default is not cured within the
11 time agreed, the non-defaulting party may terminate upon written notice specifying the date of
12 termination.

13 In no event shall any payment by COUNTY constitute a waiver by COUNTY of
14 any breach of this Agreement or any default which may then exist on the part of CONTRACTOR.
15 Neither shall such payment impair or prejudice any remedy whatsoever, including, but not limited to,
16 liquidated damages as provided herein, available to COUNTY with respect to the breach or default.
17 COUNTY shall have the right to demand of CONTRACTOR the repayment to COUNTY of any funds
18 disbursed to CONTRACTOR under this Agreement, which in the sound and reasonable judgment of
19 COUNTY were not expended in accordance with the terms of this Agreement. CONTRACTOR shall
20 promptly refund any such funds upon demand or, at COUNTY's option, such repayment shall be
21 deducted from future payments owing to CONTRACTOR under this Agreement.

22 C. Without Cause - Under circumstances other than those set forth above, this
23 Agreement may be terminated by either party upon the giving of ninety (90) days advance written
24 notice of an intention to terminate to the other party. Notwithstanding the foregoing, CONTRACTOR
25 agrees to continue providing its services under this Agreement until a successor contractor has
26 commenced performing said services, provided COUNTY is engaging in a good faith effort to secure a
27 successor contractor. CONTRACTOR shall meet and confer with COUNTY to assist in the transition to
28 a successor contractor.

1 D. Dispute Resolution - If a dispute arises out of or relating to this Agreement, or the
2 breach thereof, and if said dispute cannot be settled through negotiation, the parties agree first to try in
3 good faith to settle the dispute by non-binding mediation before resorting to litigation or some other
4 dispute resolution procedure, unless the parties mutually agree otherwise. The mediator shall be
5 mutually selected by the parties, but in the case of disagreement, the mediator shall be selected by lot
6 from among two (2) nominations provided by each party. All costs and fees required by the mediator
7 shall be split equally by the parties; otherwise each party shall bear its own costs of mediation. If
8 mediation fails to resolve the dispute within thirty (30) days, either party may pursue litigation to resolve
9 the dispute.

10 E. In the event this Agreement is terminated in accordance with this Section IV,
11 TERMINATION, herein, COUNTY shall only be required to compensate CONTRACTOR for services
12 rendered prior to the effective termination date.

13 V. COMPENSATION

14 A. Base Compensation

15 COUNTY agrees to pay CONTRACTOR and CONTRACTOR agrees to receive
16 compensation in accordance with "Payment Schedule – Base Compensation" set forth in Exhibit K,
17 attached hereto and incorporated herein by this reference, for providing the comprehensive medical
18 and behavioral health care services identified in Exhibit A and the Remedial Plan requirements in
19 Exhibit B.

20 1. For the period of July 1, 2018 through June 30, 2019, the base
21 compensation paid to CONTRACTOR for actual services provided to COUNTY shall not exceed
22 Twenty-Two Million, Eight Hundred Fourteen Thousand, Three Hundred Fifty-Five and 00/100 Dollars
23 (\$22,814,355.00). COUNTY shall pay CONTRACTOR in twelve (12) monthly payments [at one-twelfth
24 (1/12th) of the annual contract amount], not to exceed One Million, Nine Hundred One Thousand, One
25 Hundred Ninety-Six and 25/100 Dollars (\$1,901,196.25).

26 2. For the period of July 1, 2019 through June 30, 2020, the base
27 compensation paid to CONTRACTOR for actual services provided to COUNTY shall not exceed
28 Twenty-Three Million, Four Hundred Ninety-Seven Thousand, Two Hundred Eighty Five and 65/100

1 Dollars (\$23,497,285.65). COUNTY shall pay CONTRACTOR in twelve (12) equal monthly payments
2 [at one-twelfth (1/12th) of the annual contract amount], not to exceed One Million, Nine Hundred Fifty-
3 Eight Thousand, One Hundred Seven and 14/100 Dollars (\$1,958,107.14).

4 3. For the period of July 1, 2020 through June 30, 2021, the base
5 compensation paid to CONTRACTOR for actual services provided to COUNTY shall not exceed
6 Twenty-Four Million, Two Hundred Thousand, Seven Hundred Four and 22/100 Dollars
7 (\$24,200,704.22). COUNTY shall pay CONTRACTOR in twelve (12) equal monthly payments [at one-
8 twelfth (1/12th) of the annual contract amount], not to exceed Two Million, Sixteen Thousand, Seven
9 Hundred Twenty-Five and 35/100 Dollars (\$2,016,725.35).

10 If performance standards are met and this Agreement is extended for an
11 additional one-year period pursuant to Section III, TERM, herein, then for the period of July 1, 2021
12 through June 30, 2022, the base compensation paid to CONTRACTOR for actual services provided to
13 COUNTY shall not exceed Twenty-Four Million, Nine Hundred Twenty-Five Thousand, Two Hundred
14 Twenty-Five and 35/100 Dollars (\$24,925,225.35). COUNTY shall pay CONTRACTOR in twelve (12)
15 equal monthly payments [at one-twelfth (1/12th) of the annual contract amount], not to exceed Two
16 Million, Seventy-Seven Thousand, One Hundred Two and 11/100 Dollars (\$2,077,102.11).

17 5. If performance standards are met and this Agreement is extended for a
18 second additional one-year period pursuant to Section III, TERM, herein, then for the period of July 1,
19 2022 through June 30, 2023, the base compensation paid to CONTRACTOR for actual services
20 provided to COUNTY shall not exceed Twenty-Five Million, Six Hundred Seventy-One Thousand, Four
21 Hundred Eighty-Two and 11/100 Dollars (\$25,671,482.11). COUNTY shall pay CONTRACTOR in
22 twelve (12) equal monthly payments [at one-twelfth (1/12th) of the annual contract amount], not to
23 exceed Two Million, One Hundred Thirty-Nine Thousand, Two Hundred Ninety and 18/100 Dollars
24 (\$2,139,290.18).

25 B. Increases or Decreases in Inmate Population

26 The parties agree and acknowledge that the annual base compensation for
27 calculated is based upon an average daily population ("ADP") which includes inmates (hereinafter "JAIL
28 ADP") between 2,700 and 3,000, inclusive. The parties also agree and acknowledge that the ADP will

1 be calculated by SHERIFF on a daily basis and provided to CONTRACTOR on a monthly basis. If the
2 JAIL ADP, calculated and averaged over a calendar month, rises above 3,000 or falls below 2,700,
3 CONTRACTOR shall be compensated (whether an increase or decrease) at the ADP rate, according to
4 the rates outlined below, herein.

5 1. For the period of July 1, 2018 through June 30, 2019, if the JAIL ADP
6 exceeds 3,000 inmates in any given calendar month then the compensation payable to CONTRACTOR
7 by COUNTY shall be increased by a rate of \$4.56 per day for the number of days in the identified
8 calendar month for each inmate over 3,000. Conversely, should the JAIL ADP decrease below 2,700
9 inmates in any given calendar month, CONTRACTOR shall rebate COUNTY by a rate of \$4.56 per day
10 for the number of days in the identified calendar month for each inmate less than 2,700.

11 2. For the period of July 1, 2019 through June 30, 2020, if the JAIL ADP
12 exceeds 3,000 inmates in any given calendar month, then the compensation payable to
13 CONTRACTOR by COUNTY shall be increased by a rate of \$4.56 per day for the number of days in
14 the identified calendar month for each inmate over 3,000. Conversely, should the JAIL ADP decrease
15 below 2,700 inmates in any given calendar month, CONTRACTOR shall rebate COUNTY by a rate of
16 \$4.56 per day for the number of days in the identified calendar month for each inmate less than 2,700.

17 3. For the period of July 1, 2020 through June 30, 2021, if the JAIL ADP
18 exceeds 3,000 inmates in any given calendar month, then the compensation payable to
19 CONTRACTOR by COUNTY shall be increased by a rate of \$4.56 per day for the number of days in
20 the identified calendar month for each inmate over 3,000. Conversely, should the JAIL ADP decrease
21 below 2,700 inmates in any given calendar month, CONTRACTOR shall rebate COUNTY by a rate of
22 \$4.56 per day for the number of days in the identified calendar month for each inmate less than 2,700.

23 4. If performance standards are met and this Agreement is extended for an
24 additional one-year period pursuant to Section III, TERM, herein, then for the period of July 1, 2021
25 through June 30, 2022, if the JAIL ADP exceeds 3,000 inmates in any given calendar month, then the
26 compensation payable to CONTRACTOR by COUNTY shall be increased by a rate of \$4.56 per day for
27 the number of days in the identified calendar month for each inmate over 3,000. Conversely, should
28 the JAIL ADP decrease below 2,700 inmates in any given calendar month, CONTRACTOR shall rebate

1 COUNTY by a rate of \$4.56 per day for the number of days in the identified calendar month for each
2 inmate less than 2,700.

3 5. If performance standards are met and this Agreement is extended for an
4 additional one-year period pursuant to Section III, TERM, herein, then for the period of July 1, 2022
5 through June 30, 2023, if the JAIL ADP exceeds 3,000 inmates in any given calendar month, then the
6 compensation payable to CONTRACTOR by COUNTY shall be increased by a rate of \$4.56 per day for
7 the number of days in the identified calendar month for each inmate over 3,000. Conversely, should
8 the JAIL ADP decrease below 2,700 inmates in any given calendar month, CONTRACTOR shall rebate
9 COUNTY by a rate of \$4.56 per day for the number of days in the identified calendar month for each
10 inmate less than 2,700.

11 6. The rates listed above are intended to cover additional costs in those
12 instances where minor, short-term increases in the inmate population result in the higher utilization of
13 CONTRACTOR's routine supplies and services provided under this Agreement. However, the rates
14 are not intended to provide for any additional fixed costs (e.g., staffing positions or ancillary services
15 costs), which might prove necessary if the inmate population changes significantly and if the population
16 change is sustained. Accordingly, if the JAIL ADP exceeds 3,000 or falls below 2,700 for a period of
17 ninety (90) consecutive days or more, COUNTY and CONTRACTOR shall meet and negotiate in good
18 faith regarding the impact to staffing levels as a result of such population change on this Agreement; in
19 the event, the parties are unable to reach an agreement on staffing level and/or compensation
20 adjustments to accommodate any such population change within a thirty (30) day period following
21 notice by the party requesting renegotiation, then either party may terminate the Agreement with ninety
22 (90) days advance written notice.

23 C. Maximum Compensation

24 In no event shall total compensation and any other payment for services
25 performed under this Agreement be in excess of Seventy Million, Five Hundred Twelve Thousand,
26 Three Hundred Forty-Four and 87/100 Dollars (\$70,512,344.87) for the entire three (3) year term of this
27 Agreement.

28 If this Agreement is extended for an additional one (1) year period after the first

1 three (3) years of this Agreement, pursuant to Section III, TERM, herein, in no event shall total
2 compensation and any other payment for services performed under this Agreement be in excess of
3 Ninety-Five Million, Four Hundred Thirty-Seven Thousand, Five Hundred Seventy and 22/100 Dollars
4 (\$95,437,570.22) for the entire four (4) year term of this Agreement.

5 If this Agreement is extended for an additional one (1) year period after the first
6 four (4) years of this Agreement, pursuant to Section III, TERM, herein, in no event shall total
7 compensation and any other payment for services performed under this Agreement be in excess of
8 One Hundred Twenty Million, One Hundred Nine Thousand, Fifty-Two and 32/100 Dollars
9 (\$121,109,052.32) for the entire five (5) year term of this Agreement.

10 It is understood that all expenses incidental to CONTRACTOR's performance of
11 services under this Agreement shall be borne by CONTRACTOR.

12 COUNTY does not pay, and shall not subject to any late charges, fees or
13 penalties of any kind. Notwithstanding the foregoing, COUNTY agrees to use best efforts to pay
14 compensation under this Agreement in a timely manner.

15 D. Medi-Cal County Inmate Program

16 Participation in the Medi-Cal County Inmate Program (MCIP) through the California
17 Department of Health Care Services (CDHCS) for Medi-Cal Covered Inpatient Hospitalization Services, is
18 approved by the County on an annual basis. Medi-Cal covered inpatient hospitalization services are
19 defined as allowable inpatient hospital care, of inmates in JAIL, for an expected period of 24 hours or longer
20 provided to a patient who may be deemed Medi-Cal eligible as determined by the COUNTY Department of
21 Social Services (DSS). COUNTY has chosen to participate in MCIP through June 2018. COUNTY has
22 applied to CDHCS to participate in the MCIP for 2018-2019. CDHCS has not released the MCIP
23 Agreement for 2018-2019. CONTRACTOR will assist and coordinate with designated COUNTY staff to
24 identify detained inmates requiring Medi-Cal eligibility determination.

25 If an inmate's MCIP eligibility is denied the CONTRACTOR will pay for inpatient
26 hospital services and will bill the COUNTY for reimbursement of costs; however, COUNTY will only
27 reimburse costs for services after DSS has made a final determination that the inmate is ineligible for MCIP.
28 If CONTRACTOR pays for services before eligibility is fully determined the COUNTY will not reimburse

1 CONTRACTOR for services paid to provider.

2 There is no guarantee that this program will be available or will continue to be
3 available during the term of this agreement. In the event the COUNTY does not participate in MCIP in
4 future years, the COUNTY and CONTRACTOR agree to renegotiate inpatient hospital costs.

5 Parties acknowledge and agree that cost of Medi-Cal Covered Inpatient
6 Hospitalization Services are not the financial responsibility of the CONTRACTOR and is hereby specifically
7 excluded from the scope of work within the Agreement, provided the CONTRACTOR complies in full with
8 the provisions of the Agreement.

9 CONTRACTOR shall manage the clinical process and adjudicate claims on behalf of
10 the COUNTY. COUNTY retains sole responsibility for the enrollment of youth into MCIP and hereby agrees
11 to timely application for and eligibility determination of all inmates who receive Medi-Cal Covered Inpatient
12 Hospitalization Services. It is CONTRACTOR's responsibility to promptly notify County of inmates
13 admission as an inpatient. If the COUNTY is not notified timely, the CONTRACTOR may be responsible for
14 the costs of inpatient services.

15 F. Change of Scope

16 The compensation identified in this Agreement reflects the scope of services as
17 outlined herein and the current community standard of care with regard to health care services. Should
18 there be any substantial or material change in inmate distribution (e.g., types of chronic care patients),
19 standards of care (including, but not limited to, changes in HIV/AIDS therapy or Hepatitis C therapy
20 standards or material changes to the current Title 15 requirements), or scope of services (i.e., as
21 described in Exhibit A), that results in additional material costs to CONTRACTOR, including but not
22 limited to, any court order, decree, or otherwise stemming from the class action lawsuit, Hall et. al. v.
23 COUNTY et. al., Case No. 1:11-CV-02047-LJO-BAM (E.D. Cal. January 25, 2012), the costs related to
24 such change or modification are not contemplated herein and shall thus be negotiated with COUNTY in
25 good faith. If the parties are unable to reach a mutual agreement on these costs within thirty (30) days
26 from either party's written request to meet and negotiate in good faith, either party may terminate this
27 Agreement by providing the other party with ninety (90) days advance written notice.

28 VI. PHARMACY COSTS

1 CONTRACTOR is responsible for all inmate pharmacy costs capped at \$25,000 per year
2 for each individual inmate. Additionally, on an annual basis, CONTRACTOR is responsible for the first
3 \$150,000 of the annual aggregate of all inmate pharmacy costs exceeding \$25,000 per year for each
4 individual inmate. COUNTY is responsible, on an annual basis, for all inmate pharmacy costs
5 exceeding the aforementioned first \$150,000 of the annual aggregate.

6 **VII. INVOICING**

7 CONTRACTOR shall submit monthly invoices to COUNTY by the fifteenth (15th) of each
8 month in the month in which services will be rendered in accordance with Payment Schedule, as
9 identified in Exhibit K, as described in Section V, COMPENSATION, hereinabove.

10 If according to Section V, COMPENSATION, herein, there is an increase or decrease in
11 JAIL ADP, calculated and averaged over a quarterly time period that falls outside of the range of 2,700
12 to 3,000, inclusive, CONTRACTOR shall clearly identify any such increase or decrease in JAIL ADP
13 and the applicable rate shall be applied in arrears for any such increase or decrease on said invoice.

14 Subject to CONTRACTOR's satisfactory performance of services identified in this
15 Agreement, COUNTY agrees to pay CONTRACTOR within forty-five (45) days after receipt and
16 verification of CONTRACTOR's invoices. COUNTY shall verify all JAIL ADP population changes
17 identified in CONTRACTOR's invoices prior to payment.

18 Invoices shall be submitted to:

19 County of Fresno, Sheriff-Coroner's Office
20 P.O. Box 1788
21 Fresno, CA 93717
22 Attention: Sheriff.

23 Invoices shall include the amount due for base compensation as identified in Exhibit K.

24 The Agreement number listed at the top right corner of page one (1) of this Agreement must appear on
25 all invoices and correspondence relating to this Agreement.

26 **VIII. LIQUIDATED DAMAGES**

27 Liquidated damages shall be as defined and specified herein this Section VII, and in
28 RFP No. 18-006. Liquidated damages for delay shall not apply in force majeure circumstances or when
the delay is caused by other circumstances beyond the control of the CONTRACTOR. If liquidated

1 damages are imposed by a COUNTY Department and the CONTRACTOR is not in agreement, the
2 action can be appealed to the appropriate COUNTY Department Head who shall decide such dispute
3 within thirty (30) days prior written notice. Should the CONTRACTOR not agree with the decision of the
4 COUNTY Department Head, the CONTRACTOR may appeal such decision to the COUNTY's Board of
5 Supervisors. The Board of Supervisors shall decide the action within an additional thirty (30) days,
6 should CONTRACTOR not agree with the decision of the Board of Supervisors, the CONTRACTOR
7 shall have thirty (30) days to submit the decision to binding arbitration in accordance with the American
8 Arbitration Association, Commercial Arbitrative Rule. Each party shall pay for its own costs and
9 attorney fees for the arbitration.

10 CONTRACTOR agrees that it has carefully examined the nature of the tasks it shall
11 perform under this Agreement and acknowledges that such tasks involve medical and behavioral health
12 services and attendant duties/requirements that are essential to the health and welfare of incarcerated
13 persons (inmates). CONTRACTOR further agrees that time is of the essence in CONTRACTOR's
14 performance of its services under this Agreement. Furthermore, CONTRACTOR acknowledges that the
15 performance of its services under this Agreement according to the standards, requirements and
16 objectives delineated herein represent the reasonable acceptable limits of CONTRACTOR's
17 performance; and that any failure or delay whatsoever to meet such performance standards,
18 requirements and objectives will result in damage to COUNTY. Therefore, this Agreement provides for
19 the payment of liquidated damages from CONTRACTOR to COUNTY for any failure by CONTRACTOR
20 to meet the performance standards as set forth in Performance Metrics (JAIL) Exhibit L (attached
21 hereto and incorporated herein by reference), including, but not limited to, delay and/or failure to deliver
22 or perform Remedial Plan services and requirements as provided in Exhibit B; failure or delay in
23 providing or maintaining staffing levels as set forth in Exhibit C MINIMUM STAFFING LEVELS; and/or
24 failure to actively pursue and obtain NCCHC accreditation of the correctional facility(ies) as provided
25 herein.

26 The parties agree that such payment under this provision shall be considered as
27 liquidated damages, and not as penalties, and that while determining the exact amount of actual
28 damages is impractical and cannot be precisely calculated, such sums recited in this Agreement

1 represent a reasonable endeavor by COUNTY and CONTRACTOR to estimate a fair compensation for
2 the foreseeable damages to the COUNTY from CONTRACTOR's failure to meet performance
3 standards and requirements as specifically set forth in this Section VII. of the Agreement.

4 Liquidated damages will be assessed under this Agreement as follows:

5 (1) \$2,500 per day against CONTRACTOR for each separate violation of any
6 requirement or performance standard(s) set forth in this Section VII, excluding staffing
7 violations; and,

8 (2) for each separate violation of any staffing level requirement, CONTRACTOR shall
9 issue reimbursement to COUNTY of fully loaded daily salary rate of any unfilled position
10 per day of violation.

11 The aforementioned Liquidated Damages shall be subject to the following procedure(s):

- 12 • Contractor has 30 days to correct the violation following County's delivery
13 of initial written notice of a violation.
- 14 • If CONTRACTOR fails to correct the violation within 30 days as provided
15 above, COUNTY shall issue a 2nd written notice for the same violation;
16 Contractor shall have an additional, and final, 30 days to correct the
17 violation following County's delivery of 2nd written notice for same
18 violation.
- 19 • If CONTRACTOR fails to correct the violation following the 2nd written
20 notice, Liquidated Damages as indicated in (1) and/or (2) above will be
21 assessed against Contractor beginning on day 61 following County's
22 delivery of initial written notice to correct the violation.

23 If Liquidated Damages are assessed by COUNTY and CONTRACTOR is not in
24 agreement, the assessment of Liquidated Damages can only be appealed by CONTRACTOR
25 delivering written notice of appeal to the COUNTY Sheriff no later than 15 days following COUNTY's
26 assessment of Liquidated Damages as provided above. COUNTY Sheriff shall decide the appeal
27 within thirty (30) days of receiving CONTRACTOR's written notice of appeal. Should the
28 CONTRACTOR not agree with the decision on the appeal by the COUNTY Sheriff, the CONTRACTOR

1 may, no later than 15 days following receipt of the decision, appeal such decision to the COUNTY's
2 Board of Supervisors. The Board of Supervisors shall decide the action within an additional thirty (30)
3 days, should CONTRACTOR not agree with the decision of the Board of Supervisors, the
4 CONTRACTOR shall have thirty (30) days from the date the Board of Supervisors issues its decision to
5 submit the decision to binding arbitration in accordance with the American Arbitration Association,
6 Commercial Arbitrative Rule. Each party shall pay for its own costs and attorney fees for the
7 arbitration. In the instance where there is a dispute regarding potential damage amounts, the county
8 may not withhold payment of the monthly base compensation.

9 IX. INDEPENDENT CONTRACTOR

10 In performance of the work, duties and obligations assumed by CONTRACTOR under
11 this Agreement, it is mutually understood and agreed that CONTRACTOR, including any and all of the
12 CONTRACTOR's officers, agents, subcontractors/subcontractor's employees and employees will at all
13 times be acting and performing as an independent contractor, and shall act in an independent capacity
14 and not as an officer, agent, servant, employee, joint venture, partner, or associate of the COUNTY.
15 Furthermore, COUNTY shall have no right to control or supervise or direct the manner or method by
16 which CONTRACTOR shall perform its work and function. However, COUNTY shall retain the right to
17 administer this Agreement so as to verify that CONTRACTOR is performing its obligations in
18 accordance with the terms and conditions thereof.

19 CONTRACTOR and COUNTY shall comply with all applicable provisions of law and the
20 rules and regulations, if any, of governmental authorities having jurisdiction over matters the subject
21 thereof.

22 Because of its status as an independent contractor, CONTRACTOR shall have
23 absolutely no right to employment rights and benefits available to COUNTY employees.
24 CONTRACTOR shall be solely liable and responsible for providing to, or on behalf of, its employees all
25 legally required employee benefits. In addition, CONTRACTOR shall be solely responsible and save
26 COUNTY harmless from all matters relating to payment of CONTRACTOR's employees and
27 subcontractors, including compliance with Social Security withholding and all other regulations
28 governing such matters. It is acknowledged that during the term of this Agreement, CONTRACTOR

1 may be providing services to others unrelated to the COUNTY or to this Agreement.

2 Consistent Federal Income Tax Position.

3 CONTRACTOR acknowledges that the Jail has been acquired, constructed, or improved
4 using net proceeds of governmental tax-exempt bonds (collectively, "Bond-Financed Facilities").

5 CONTRACTOR agrees that, with respect to this Agreement and the Bond Financed Facilities,

6 CONTRACTOR is not entitled to take, and shall not take, any position (also known as a "tax position")

7 with the Internal Revenue Service ("IRS") that is inconsistent with being a "service provider" to the

8 COUNTY, as a "qualified user" with respect to the Bond-Financed Facilities, as "managed property," as

9 all of those terms are used in Internal Revenue Service Revenue Procedure 2017-13, and to that end,

10 CONTRACTOR agrees that CONTRACTOR shall not, in connection with any federal income tax return

11 that it files with the IRS or any other statement or information that it provides to the IRS, (a) claim

12 ownership, or that it is a lessee, of any portion of the Bond Financed Facilities, or (b) claim any

13 depreciation or amortization deduction, investment tax credit, or deduction for any payment as rent with

14 respect to the Bond-Financed Facilities.

15 X. MODIFICATION

16 Any matters of this Agreement may be modified from time to time by the written consent
17 of all the parties without, in any way, affecting the remainder.

18 XI. NON-ASSIGNMENT

19 Unless otherwise provided in this Agreement, COUNTY is relying on the personal skill,
20 expertise, training, and experience of CONTRACTOR and CONTRACTOR's employees and no part of
21 this Agreement, including any right with respect to utilizing COUNTY office and clinic space, furniture,
22 fixtures, facilities, medical and dental equipment, and telephones, may be assigned, transferred,
23 serviced, delegated, or subcontracted by CONTRACTOR without the prior written consent of COUNTY,
24 which shall not be unreasonably withheld, except as otherwise provided in Section XXV,
25 SUBCONTRACTORS, herein.

26 XII. HOLD HARMLESS

27 CONTRACTOR agrees to indemnify, save, hold harmless, and at COUNTY's request,
28 defend the COUNTY, its officers, agents, and employees from any and all costs and expenses,

1 damages, liabilities, claims, and losses occurring or resulting to COUNTY in connection with the
2 performance, or failure to perform, by CONTRACTOR, its officers, agents, or employees under this
3 Agreement, and from any and all costs and expenses (including without limitation costs and fees of
4 litigation), including attorney fees and court costs, damages, liabilities, claims, and losses occurring or
5 resulting to any person, firm, or corporation who may be injured or damaged by the performance, or
6 failure to perform, of CONTRACTOR, its officers, agents, or employees under this Agreement.
7 Expiration or termination of this Agreement shall not terminate any of CONTRACTOR's obligations
8 under this Section XII, HOLD HARMLESS, herein.

9 The foregoing clause shall not obligate the CONTRACTOR to provide such protection,
10 indemnification, or defense to the extent of willful or negligent acts or omissions by the COUNTY, its
11 officers, employees, agents, or contractors.

12 **XIII. INSURANCE**

13 Without limiting the COUNTY's right to obtain indemnification from CONTRACTOR or
14 any third parties, CONTRACTOR, at its sole expense, shall maintain in full force and effect, the
15 following insurance policies or a program of self-insurance, including but not limited to, an insurance
16 pooling arrangement or Joint Powers Agreement (JPA) throughout the term of this Agreement:

17 **A. Commercial General Liability**

18 Commercial General Liability Insurance with limits of not less than One Million
19 Dollars (\$1,000,000) per occurrence and an annual aggregate of Four Million Dollars (\$4,000,000). This
20 policy shall be issued on a per occurrence basis. COUNTY may require specific coverages including
21 completed operations, products liability, contractual liability, Explosion-Collapse-Underground, fire legal
22 liability or any other liability insurance deemed necessary because of the nature of this contract.

23 **B. Automobile Liability**

24 Comprehensive Automobile Liability Insurance with limits for bodily injury of not
25 less than Five Hundred Thousand Dollars (\$500,000.00) per person, One Million Dollars
26 (\$1,000,000.00) per accident and for property damages of not less than Fifty Thousand Dollars
27 (\$50,000.00), or such coverage with a combined single limit of One Million Dollars (\$1,000,000.00).
28 Coverage should include owned and non-owned vehicles used in connection with this Agreement.

1 C. Real and Personal Property

2 CONTRACTOR shall maintain a policy of insurance for all risk personal property
3 coverage. The personal property coverage shall be in an amount that will cover the total of the
4 COUNTY-owned property, at a minimum, as discussed in Section I, OBLIGATIONS OF THE
5 CONTRACTOR, and Section II, OBLIGATIONS OF THE COUNTY, herein.

6 D. All Risk Property Insurance

7 CONTRACTOR will provide property coverage for the full replacement value of
8 the COUNTY's Personal Property in the possession of CONTRACTOR and/or used in the execution of
9 this Agreement. COUNTY will be identified on an appropriate certificate of insurance as the certificate
10 holder and will be named as an additional loss payee on the Property Insurance Policy.

11 E. Professional Liability

12 If CONTRACTOR employs licensed professional staff, (e.g., PhD, MD, PA, NP,
13 RN, LCSW, LMFT, LPCC, MFCC) in providing services, Professional Liability Insurance with limits of
14 not less than Five Million Dollars (\$5,000,000.00) per occurrence, Ten Million Dollars (\$10,000,000.00)
15 annual aggregate.

16 This coverage shall be issued on a per claim basis. CONTRACTOR agrees that
17 it shall maintain, at its sole expense, in full force and effect for a period of five (5) years following the
18 termination of this Agreement, one or more policies of professional liability insurance with limits of
19 coverage as specified herein.

20 F. Worker's Compensation

21 A policy of Worker's Compensation insurance as may be required by the
22 California Labor Code.

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

28 CONTRACTOR shall obtain endorsements to the Commercial General Liability

1 insurance naming the County of Fresno, its officers, agents, and employees, individually and
2 collectively, as additional insured, but only insofar as the operations under this Agreement are
3 concerned. Such coverage for additional insured shall apply as primary insurance and any other
4 insurance, or self insurance, maintained by COUNTY, its officers, agents and employees shall be
5 excess only and not contributing with insurance provided under CONTRACTOR's policies herein. Such
6 coverage and limits shall be the minimum coverage and limits specified in this Agreement; or the
7 broader coverage and maximum limits of the coverage available to the named Insured; whichever is
8 greater. This insurance shall not be cancelled or changed without a minimum of thirty (30) days
9 advance written notice given to COUNTY.

10 Within thirty (30) days from the date CONTRACTOR signs and executes this
11 Agreement, CONTRACTOR shall provide certificates of insurance and endorsement as stated above
12 for all of the foregoing policies, as required herein, to the County of Fresno, Department of Public
13 Health, P.O. Box 11867, Fresno, California, 93775, Attention: Contracts Section – 6th Floor, stating that
14 such insurance coverage have been obtained and are in full force; that the County of Fresno, its
15 officers, agents and employees will not be responsible for any premiums on the policies; that such
16 Commercial General Liability insurance names the County of Fresno, its officers, agents and
17 employees, individually and collectively, as additional insured, but only insofar as the operations under
18 this Agreement are concerned; that such coverage for additional insured shall apply as primary
19 insurance and any other insurance, or self insurance, maintained by COUNTY, its officers, agents and
20 employees, shall be excess only and not contributing with insurance provided under CONTRACTOR's
21 policies herein; and that this insurance shall not be cancelled or changed without a minimum of thirty
22 (30) days advance, written notice given to COUNTY.

23 In the event CONTRACTOR fails to keep in effect at all times insurance coverage as
24 herein provided, the COUNTY may, in addition to other remedies it may have, suspend or terminate
25 this Agreement upon the occurrence of such event.

26 All policies shall be issued by admitted insurers licensed to do business in the State of
27 California, and such insurance shall be purchased from companies possessing a current A.M. Best, Inc.
28 rating of A FSC VII or better.

1 **XIV. HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT**

2 COUNTY and CONTRACTOR each consider and represent themselves as covered
3 entities as defined by the U.S. Health Insurance Portability and Accountability Act of 1996, Public Law
4 104-191(HIPAA) and agree to use and disclose protected health information as required by law.

5 COUNTY and CONTRACTOR acknowledge that the exchange of protected health information between
6 them is only for treatment, payment, and health care operations.

7 COUNTY and CONTRACTOR intend to protect the privacy and provide for the security of
8 Protected Health Information (PHI) pursuant to the Agreement in compliance with HIPAA, the Health
9 Information Technology for Economic and Clinical Health Act, Public Law 111-005 (HITECH), and
10 regulations promulgated thereunder by the U.S. Department of Health and Human Services (HIPAA
11 Regulations) and other applicable laws.

12 As part of the HIPAA Regulations, the Privacy Rule and the Security Rule require
13 CONTRACTOR to enter into a contract containing specific requirements prior to the disclosure of PHI,
14 as set forth in, but not limited to, Title 45, Sections 164.314(a), 164.502(e) and 164.504(e) of the Code
15 of Federal Regulations (CFR).

16 **XV. DATA SECURITY**

17 For the purpose of preventing the potential loss, misappropriation or inadvertent access,
18 viewing, use or disclosure of COUNTY data including sensitive or personal client information; abuse of
19 COUNTY resources; and/or disruption to COUNTY operations, individuals and/or agencies that enter
20 into a contractual relationship with the COUNTY for the purpose of providing services under this
21 Agreement must employ adequate data security measures to protect the confidential information
22 provided to CONTRACTOR by COUNTY, including but not limited to the following:

23 **A. CONTRACTOR-Owned Mobile, Wireless, or Handheld Devices**

24 CONTRACTOR may not connect to COUNTY networks via personally-owned mobile, wireless or
25 handheld devices, unless the following conditions are met:

- 26 1. CONTRACTOR has received authorization by COUNTY for
27 telecommuting purposes;
- 28 2. Current virus protection software is in place;

- 1 3. Mobile device has the remote wipe feature enabled; and
- 2 4. A secure connection is used.

3 B. CONTRACTOR-Owned Computers or Computer Peripherals

4 CONTRACTOR may not bring CONTRACTOR-owned computers or computer peripherals into
5 COUNTY for use without prior authorization from COUNTY's Chief Information Officer, and/or
6 designee(s), including but not limited to mobile storage devices. If data is approved to be transferred,
7 data must be stored on a secure server approved by COUNTY and transferred by means of a Virtual
8 Private Network (VPN) connection, or another type of secure connection. Said data must be encrypted.

9 C. COUNTY-Owned Computer Equipment

10 CONTRACTOR or anyone having an employment relationship with COUNTY, may not
11 use COUNTY computers or computer peripherals on non-COUNTY premises without prior
12 authorization from COUNTY's Chief Information Officer, and/or designee(s).

13 D. CONTRACTOR may not store COUNTY's private, confidential or sensitive data
14 on any hard-disk drive, portable storage device, or remote storage installation unless encrypted.

15 E. CONTRACTOR shall be responsible to employ strict controls to ensure the
16 integrity and security of COUNTY's confidential information and to prevent unauthorized access,
17 viewing, use or disclosure of data maintained in computer files, program documentation, data
18 processing systems, data files and data processing equipment which stores or processes COUNTY
19 data internally and externally.

20 F. Confidential client information transmitted to one party by the other by means of
21 electronic transmissions must be encrypted according to Advanced Encryption Standards (AES) of 128
22 BIT or higher. Additionally, a password or pass phrase must be utilized.

23 G. CONTRACTOR is responsible to immediately notify COUNTY of any violations,
24 breaches or potential breaches of security related to COUNTY's confidential information, data
25 maintained in computer files, program documentation, data processing systems, data files and data
26 processing equipment which stores or processes COUNTY data internally or externally.

27 H. COUNTY shall provide oversight to CONTRACTOR's response to All Incidents
28 arising from a possible breach of security related to COUNTY's confidential client information provided

1 to CONTRACTOR. CONTRACTOR will be responsible to issue any notification to affected individuals
2 as required by law or as deemed necessary by COUNTY in its sole discretion. CONTRACTOR will be
3 responsible for all costs incurred as a result of providing the required notification. As used herein, "All
4 Incidents" refers only to those incidents which are within CONTRACTOR's control (e.g., incidents
5 involving its employees and/or subcontractors).

6 I. The parties acknowledge and agree that, as between CONTRACTOR and COUNTY,
7 full ownership of all rights in and to all COUNTY data, whether in digital or paper form, including without
8 limitation printed output from the System, are the exclusive property of COUNTY. All COUNTY data
9 possessed by CONTRACTOR shall promptly and without delay be returned/provided to COUNTY by
10 CONTRACTOR upon expiration or termination of this Agreement.

11 XVI. NON-DISCRIMINATION

12 During the performance of this Agreement, CONTRACTOR and its subcontractors shall
13 not unlawfully discriminate against any employee or applicant for employment, or recipient of services,
14 because of race, religious creed, color, national origin, ancestry, physical disability, mental disability,
15 medical condition, genetic information, marital status, sex, gender, gender identity, gender expression,
16 age, sexual orientation, or military or veteran status, pursuant to all applicable State of California and
17 Federal statutes and regulations.

18 XVII. RECORDS

19 A. Medical and Behavioral Health Care Records

20 Upon CONTRACTOR's commencement of services on July 1, 2018,
21 CONTRACTOR shall maintain adequate medical and behavioral health care records, completely and
22 separately, on each individual patient which shall include diagnostic studies, individual treatment plan,
23 and records of services provided by the various professional personnel in sufficient detail to make
24 possible an evaluation of services, and contain all the data necessary in reporting to the State,
25 including records of patient interviews and progress notes.

26 All such records shall be maintained pursuant to applicable NCCHC accreditation
27 standards and laws concerning confidentiality and security of patient information. Subject to applicable
28 law regarding confidentiality of such records, CONTRACTOR shall comply with COUNTY's policy with

1 regard to access by inmates and CONTRACTOR's staff to medical and behavioral health care records.
2 No information contained in the medical records shall be released by CONTRACTOR except as
3 provided by COUNTY's policy, by a court order, or otherwise in accordance with applicable law. All
4 medical and behavioral health care records shall be considered the property of COUNTY and shall be
5 retained by COUNTY at the termination of this Agreement. All such health care records shall be
6 maintained for a minimum of ten (10) years from the date of termination of this Agreement.

7 CONTRACTOR shall maintain complete and accurate medical health, behavioral
8 health, optometry, and dental records separate from COUNTY JAIL confinement records of the
9 inmates.

10 In order to maintain continuity of care and promote patient safety, COUNTY shall
11 provide CONTRACTOR with reasonable access to medical and behavioral health care records, the first
12 day following the signatures of the Parties below.

13 B. Financial Records

14 Upon CONTRACTOR's commencement of services on July 1, 2018,
15 CONTRACTOR shall maintain complete and accurate financial records with respect to the services
16 rendered and the costs incurred under this Agreement, and to any payments to each of
17 CONTRACTOR's employees or subcontractors. All such records shall be prepared in accordance with
18 generally accepted accounting procedures, shall be clearly identified, shall be in compliance with all
19 applicable grant agreements and shall be kept readily accessible and available for inspection, as
20 described in Section XXVIII, AUDITS AND INSPECTIONS, herein. All such records shall be retained
21 by CONTRACTOR and kept accessible for a minimum of seven (7) years, or longer, as required by law,
22 following final payment and termination/expiration of this Agreement. Upon expiration of this
23 Agreement, CONTRACTOR shall prepare and submit to COUNTY a final cost report relative to
24 compensation provided by COUNTY to CONTRACTOR under this Agreement.

25 It is understood by COUNTY that certain financial records belonging to
26 CONTRACTOR are proprietary in nature and are confidential under State and Federal law. COUNTY
27 agrees to maintain the confidentiality of such financial records to the fullest extent of the law.

28 Expiration or termination of this Agreement shall not terminate any of

1 CONTRACTOR's obligations under this Section XVI, RECORDS, herein.

2 XVIII. REPORTS

3 A. Upon CONTRACTOR's commencement of services on July 1, 2018,
4 CONTRACTOR shall provide COUNTY's SHERIFF, DPH and DBH Directors, and/or their respective
5 designees, with monthly statistical reports on health care services utilization and costs, due on the
6 thirtieth (30th) of each month or by the monthly MAC meeting, whichever is earlier, for both medical and
7 behavioral health care services provided during the preceding month, and using the data set and report
8 formats approved by COUNTY. Reports shall include, but not be limited to, the following information:

- 9 1. Sick call requests from inmates
- 10 2. Sick call visits
- 11 3. Wait time (from sick call slip submittal to medical/behavioral visit)
- 12 4. Health appraisals/assessments/evaluations
- 13 5. Inmates treated by a physician (and/or PA, NP, or RN), including
14 psychiatrists
- 15 6. Intake screenings
- 16 7. Emergency department visits
- 17 8. Medical and Psychiatric inpatient hospitalizations
- 18 9. Mandatory physicals
- 19 10. Off-site clinic services
- 20 11. Crisis intervention and crisis stabilization
- 21 12. Chronic care clinic stats
- 22 13. Suicide precautions
- 23 14. Suicide attempts
- 24 15. Pharmaceutical utilization (types of prescribed medications and costs)
- 25 16. Dental services
- 26 17. Optometry/Optician services
- 27 18. Radiology services (utilization and costs)
- 28 19. Laboratory services (utilization and costs)

- 1 20. Number of dialysis treatments
- 2 21. Case management/linkage services
- 3 22. Average number of inmates in the OHU
- 4 23. Inmates testing positive for HIV/AIDS
- 5 24. Inmates testing positive for Hepatitis C
- 6 25. Inmates testing positive for tuberculosis infection/disease
- 7 26. Incidences of any other communicable diseases
- 8 27. Inmate mortality review
- 9 28. Number of transports (ambulance/custody transport)
- 10 29. Behavioral health treatment services/program stats
- 11 30. Utilization of Second Gen LAI medication
- 12 31. Number of Behavioral Management Plans completed
- 13 32. Costs of services delivered to AB109 inmates
- 14 33. Performance Metrics as described in Exhibit L, attached hereto and

15 incorporated herein by this reference and made part of this Agreement.

16 B. Upon request by SHERIFF, DPH or DBH Directors, or their respective
17 designees, CONTRACTOR must provide reports within a reasonable period of time including, but not
18 limited to, additional information related to CONTRACTOR's performance of this Agreement, for
19 example, specific statistical information, such as medical malpractice incidents that may result in a
20 claim and/or litigation, or performance-based standards data reports that may be required.

21 C. CONTRACTOR shall also upon request by SHERIFF, DPH and/or DBH
22 Director(s), or their respective designee(s), provide financial cost reports and program information
23 regarding CONTRACTOR's or COUNTY's claims for/from third party payers, as needed for grant or
24 other funding requirements on behalf of the COUNTY (e.g., the SAMHSA grant reporting requirements
25 as described in Section I, OBLIGATIONS OF THE CONTRACTOR, herein.

26 If COUNTY must substantiate costs for the State or other agency for auditing or
27 other grant or funding purposes, CONTRACTOR shall submit financial reports, which shall include all
28 necessary and related costs regarding the provision of medical and behavioral health care to adult

1 inmates, upon request by SHERIFF, DBH and/or DPH Director(s), or their designee(s).

2 D. In addition to monthly data reports, quarterly and annual summaries shall also be
3 submitted relating to progress toward agreed upon objectives for COUNTY medical and behavioral
4 health care services. CONTRACTOR shall submit annual behavioral health services summaries
5 referred to as "Outcomes and Performance Reports" to the COUNTY's DBH Director, or designee.

6 E. CONTRACTOR shall comply with all reports, statistical information and
7 information of any kind whatsoever as may be requested by COUNTY and/or required for COUNTY's
8 compliance with the Remedial Plan.

9 F. CONTRACTOR shall provide an annual report to COUNTY no later than January
10 31st of each year for the previous calendar year of the Agreement of its compliance with current
11 California laws, regulations and codes, pursuant to Section XVIII, COMPLIANCE WITH FEDERAL,
12 STATE, AND LOCAL LAWS, herein, relating to the medical and behavioral health care programs at the
13 JAIL.

14 G. CONTRACTOR shall provide to COUNTY any applicable certifications and/or
15 reports obtained through CONTRACTOR's attainment of required accreditations, as set forth
16 hereinabove in Section I, OBLIGATIONS OF THE CONTRACTOR.

17 H. CONTRACTOR acknowledges that certain financial reports prepared and
18 provided by CONTRACTOR to COUNTY are proprietary in nature and confidential. CONTRACTOR
19 shall mark said reports as such. It is also understood that certain financial information will be required
20 from the CONTRACTOR in order for COUNTY to complete and submit reports, as may required by the
21 State and/or Federal government.

22 I. CONTRACTOR shall comply with the performance metrics as identified in
23 CONTRACTOR's RFP Response, including, but not limited to page 69 of the CONTRACTOR's
24 Response. If CONTRACTOR fails to deliver or fails to perform in accordance with the performance
25 metrics, liquidated damages will be assessed as per Section VII. LIQUIDATED DAMAGES herein.

26 J. CONTRACTOR shall submit, beginning on July 15, 2019 and every year
27 thereafter, the Annual Summary Report, Exhibit P, attached hereto and incorporated herein by
28 reference.

1 **XIX. COMPLIANCE WITH FEDERAL, STATE, AND LOCAL LAWS**

2 A. **CONTRACTOR shall provide all medical and behavioral health care services in**
3 **accordance with applicable Federal, State, and local laws, codes, regulations, and directives and in**
4 **compliance with the Remedial Plan.**

5 B. **With respect to CONTRACTOR's employees, CONTRACTOR shall comply with**
6 **all laws and regulations pertaining to wages and hours, state and federal income tax, unemployment**
7 **insurance, Social Security, disability insurance, workers' compensation insurance, and discrimination**
8 **and harassment in employment.**

9 C. **CONTRACTOR shall work with the COUNTY's Health Officer who, under the**
10 **Health and Safety Code Section 101045, shall investigate health and sanitary conditions in every**
11 **county detention facility.**

12 D. **CONTRACTOR shall work with COUNTY's DPH concerning communicable**
13 **disease screening, continuing medical surveillance, case management, reporting, and inmate referral in**
14 **the community.**

15 **XX. LICENSES AND CERTIFICATION**

16 **Upon CONTRACTOR's commencement of services on July 1, 2018, CONTRACTOR**
17 **shall throughout the term of this Agreement, maintain all necessary licenses, certifications, and board**
18 **registrations necessary for the provision of the services hereunder and required by the laws and**
19 **regulations of the United States of America, State of California, Fresno County and any other applicable**
20 **government agencies and required by the Remedial Plan. CONTRACTOR shall ensure that its**
21 **professional health care employees are credentialed, maintain all required licenses, and have access to**
22 **continuing education units to continually update their skills and knowledge to meet California specific**
23 **requirements.**

24 **CONTRACTOR shall notify COUNTY immediately in writing of its inability to obtain or**
25 **maintain such licenses, certifications, and board registrations, irrespective of the pendency of any**
26 **appeal related thereto. Copies of licensure and certifications required for each applicable staffing**
27 **position must be kept on-site at all times, according to Title 15 of the California Code of Regulations,**
28 **and made available for COUNTY to inspect, when requested. Additionally, CONTRACTOR shall**

1 comply with all other applicable laws, rules or regulations and the provisions of the Remedial Plan to
2 the fullest extent, as any may now exist or be hereafter changed.

3 CONTRACTOR shall ensure all staff who may provide any behavioral health care
4 services to inmates at a level of RN certification and/or LMFT or LCSW (i.e., a licensed mental health
5 professional) shall be credentialed through COUNTY DBH's Managed Care Division. In addition,
6 CONTRACTOR shall provide COUNTY's DBH Director, or designee, monthly staffing reports of all
7 behavioral health care staff indicating staff licenses and/or certifications are valid and current.

8 XXI. CULTURAL COMPETENCY

9 As related to Cultural and Linguistic Competence, CONTRACTOR shall comply with:

10 A. Title 6 of the Civil Rights Act of 1964 (42 U.S.C. Section 2000d, and 45 C.F.R.
11 Part 80) and Executive Order 12250 of 1979 which prohibits recipients of federal financial assistance
12 from discriminating against persons based on race, color, national origin, sex, disability or religion. This
13 is interpreted to mean that a limited English proficient (LEP) individual is entitled to equal access and
14 participation in federally funded programs through the provision of comprehensive and quality bilingual
15 services.

16 B. Policies and procedures for ensuring access and appropriate use of trained
17 interpreters and material translation services for all LEP consumers, including, but not limited to,
18 assessing the cultural and linguistic needs of its consumers, training of staff on the policies and
19 procedures, and monitoring its language assistance program. The CONTRACTOR's procedures must
20 include ensuring compliance of any subcontracted providers with these requirements.

21 C. CONTRACTOR shall not use minors as interpreters.

22 D. CONTRACTOR shall provide and pay for interpreting and translation services to
23 persons participating in CONTRACTOR's services who have limited or no English language
24 proficiency, including services to persons who are deaf or blind. Interpreter and translation services
25 shall be provided as necessary to allow such participants meaningful access to the programs, services
26 and benefits provided by CONTRACTOR. Interpreter and translation services, including translation of
27 CONTRACTOR's "vital documents" (those documents that contain information that is critical for
28 accessing CONTRACTOR's services or are required by law) shall be provided to inmates at no cost to

1 the inmate. CONTRACTOR shall ensure that any employees, agents, subcontractors, or partners who
2 interpret or translate for an inmate, or who directly communicates with an inmate in a language other
3 than English, demonstrate proficiency in the participant's language and can effectively communicate
4 any specialized terms and concepts specific to CONTRACTOR's services.

5 E. In compliance with the State mandated Culturally and Linguistically Appropriate
6 Services standards as published by the Office of Minority Health, CONTRACTOR must submit to
7 COUNTY for approval, within sixty (60) days from date of contract execution, CONTRACTOR's plan to
8 address all fifteen national cultural competency standards as set forth in the "National Standards on
9 Culturally and Linguistically Appropriate Services (CLAS)"
10 (<http://minorityhealth.hhs.gov/assets/pdf/checked/finalreport.pdf>). COUNTY's annual on-site review of
11 CONTRACTOR shall include collection of documentation to ensure all national standards are
12 implemented. As the national competency standards are updated, CONTRACTOR's plan must be
13 updated accordingly. Cultural competency training for CONTRACTOR staff should be substantively
14 integrated into health professions education and training at all levels, both academic and functional,
15 including core curriculum, professional licensure, and continuing professional development programs.
16 CONTRACTOR on a monthly basis shall provide COUNTY DBH a monthly monitoring tool/report that
17 shows all CONTRACTOR staff cultural competency trainings completed.

18 XXII. AMERICANS WITH DISABILITIES ACT

19 CONTRACTOR agrees to ensure that deliverables developed and produced, pursuant to
20 this Agreement shall comply with the accessibility requirements of Section 508 of the Rehabilitation Act
21 and the Americans with Disabilities Act of 1973 as amended (29 U.S.C. § 794 (d)), and regulations
22 implementing that Act as set forth in Part 1194 of Title 36 of the Code of Federal Regulations. In 1998,
23 Congress amended the Rehabilitation Act of 1973 to require Federal agencies to make their electronic
24 and information technology (EIT) accessible to people with disabilities. California Government Code
25 Section 11135 codifies Section 508 of the Act requiring accessibility of electronic and information
26 technology.

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1 **XXIII. TAX EQUITY AND FISCAL RESPONSIBILITY ACT**

2 To the extent necessary to prevent disallowance of reimbursement under Section
3 1861(v)(1) (I) of the Social Security Act, (42 U.S.C. § 1395x, subd. (v)(1)[I]), until the expiration of four
4 (4) years after the furnishing of services under this Agreement, CONTRACTOR shall make available,
5 upon written request to the Secretary of the United States Department of Health and Human Services,
6 or upon request to the Comptroller General of the United States General Accounting Office, or any of
7 their duly authorized representatives, a copy of this Agreement and such books, documents, and
8 records as are necessary to certify the nature and extent of the costs of these services provided by
9 CONTRACTOR under this Agreement. CONTRACTOR further agrees that in the event
10 CONTRACTOR carries out any of its duties under this Agreement through a subcontract, with a value
11 or cost of Ten Thousand and No/100 Dollars (\$10,000.00) or more over a twelve (12) month period,
12 with a related organization, such Agreement shall contain a clause to the effect that until the expiration
13 of four (4) years after the furnishing of such services pursuant to such subcontract, the related
14 organizations shall make available, upon written request to the Secretary of the United States
15 Department of Health and Human Services, or upon request to the Comptroller General of the United
16 States General Accounting Office, or any of their duly authorized representatives, a copy of such
17 subcontract and such books, documents, and records of such organization as are necessary to verify
18 the nature and extent of such costs.

19 **XXIV. PUBLICITY PROHIBITION**

20 None of the funds, materials, property or services provided directly or indirectly under
21 this Agreement shall be used for CONTRACTOR's advertising, fundraising, or publicity (i.e., purchasing
22 of tickets/tables, silent auction donations, etc.) for the purpose of self-promotion. Notwithstanding the
23 above, publicity of the services described in Section I, OBLIGATIONS OF THE CONTRACTOR, of this
24 Agreement shall be allowed as necessary to raise public awareness about the availability of such
25 specific services when approved in advance by COUNTY's SHERIFF, DPH Director, DBH Director, or
26 designees thereof, and at a cost to be provided for such items as written/printed materials, the use of
27 media (i.e., radio, television, newspapers) and any other related expense(s).

28 **///**

1 **XXV. SUBCONTRACTORS**

2 CONTRACTOR may engage certain health care professionals as independent
3 contractors rather than employees by subcontracting the performance of certain services to other third
4 party agents if CONTRACTOR obtains the prior written approval from SHERIFF, DPH Director, or
5 designee of each aforementioned public officer. Any transferee, assignee or subcontractor will be
6 subject to all applicable provisions of this Agreement, and all applicable State of California and Federal
7 regulations. CONTRACTOR will be responsible for informing any subcontractors, and requiring any
8 subcontractors to comply with all the terms and conditions of this Agreement, of all the Federal and
9 State of California law requirements and the Remedial Plan incorporated herein. CONTRACTOR shall
10 be primarily responsible to COUNTY for the performance of any transferee, assignee or subcontractor.
11 The use of subcontractors by CONTRACTOR shall not entitle CONTRACTOR to any additional
12 compensation or other payment than is provided for under this Agreement.

13 **XXVI. DISCLOSURE OF SELF-DEALING TRANSACTIONS**

14 This provision is only applicable if the CONTRACTOR is operating as a corporation (a
15 for-profit or non-profit corporation) or if during the term of this Agreement, the CONTRACTOR changes
16 its status to operate as a corporation.

17 Members of the CONTRACTOR's Board of Directors shall disclose any self-dealing
18 transactions that they are a party to while CONTRACTOR is providing goods or performing services
19 under this Agreement. A self-dealing transaction shall mean a transaction to which the CONTRACTOR
20 is a party and in which one or more of its directors has a material financial interest. Members of the
21 Board of Directors shall disclose any self-dealing transactions that they are a party to by completing
22 and signing a "Self-Dealing Transaction Disclosure Form", attached hereto as Exhibit M and
23 incorporated herein by reference, and submitting it to the COUNTY prior to commencing with the self-
24 dealing transaction or immediately thereafter.

25 **XXVII. DISCLOSURE OF OWNERSHIP AND/OR CONTROL INTEREST INFORMATION**

26 This provision is only applicable if CONTRACTOR is a disclosing entity, fiscal agent, or
27 managed care entity as defined in Code of Federal Regulations (C.F.R), Title 42 § 455.101 455.104,
28 and 455.106(a)(1),(2).

1 In accordance with C.F.R., Title 42 §§ 455.101, 455.104, 455.105 and 455.106(a)(1),(2),
2 the following information must be disclosed by CONTRACTOR by completing Exhibit N, "Disclosure of
3 Ownership and Control Interest Statement", attached hereto and by this reference incorporated herein
4 and made part of this Agreement. CONTRACTOR shall submit this form to the COUNTY's SHERIFF
5 within thirty (30) days of the effective date of this Agreement. Additionally, CONTRACTOR shall report
6 any changes to this information within thirty-five (35) days of occurrence by completing Exhibit N,
7 "Disclosure of Ownership and Control Interest Statement".

8 CONTRACTOR is required to submit a set of fingerprints for any person with a five (5)
9 percent or greater direct or indirect ownership interest in CONTRACTOR. COUNTY may terminate this
10 Agreement where any person with a five (5) percent or greater direct or indirect ownership interest in
11 the CONTRACTOR and did not submit timely and accurate information and cooperate with any
12 screening method required in CFR, Title 42, Section 455.416. Submissions shall be scanned pdf
13 copies and are to be sent via email to SheriffJailAdministration@fresnosheriff.org, Attention: Contracts
14 Administration. COUNTY may deny enrollment or terminate this Agreement where any person with a
15 five (5) percent or greater direct or indirect ownership interest in CONTRACTOR has been convicted of
16 a criminal offense related to that person's involvement with the Medicare, Medicaid, or Title XXI
17 program in the last ten (10) years.

18 **XXVIII. DISCLOSURE – CRIMINAL HISTORY AND CIVIL ACTIONS**

19 CONTRACTOR is required to disclose if any of the following conditions apply to them,
20 their owners, officers, corporate managers, and partners (hereinafter collectively referred to as
21 "CONTRACTOR"):

22 A. Within the three (3) year period preceding the Agreement award, they have been
23 convicted of, or had a civil judgment rendered against them for:

- 24 1. Fraud or a criminal offense in connection with obtaining, attempting to
25 obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction;
- 26 2. Violation of a federal or state antitrust statute;
- 27 3. Embezzlement, theft, forgery, bribery, falsification, or destruction of
28 records; or

1 4. False statements or receipt of stolen property.

2 B. Within a three (3) year period preceding their Agreement award, they have had a
3 public transaction (federal, state, or local) terminated for cause or default.

4 Disclosure of the above information will not automatically eliminate
5 CONTRACTOR from further business consideration. The information will be considered as part of the
6 determination of whether to continue and/or renew this Agreement and any additional information or
7 explanation that a CONTRACTOR elects to submit with the disclosed information will be considered. If
8 it is later determined that the CONTRACTOR failed to disclose required information, any contract
9 awarded to such CONTRACTOR may be immediately voided and terminated for material failure to
10 comply with the terms and conditions of the award.

11 CONTRACTOR must sign a "Certification Regarding Debarment, Suspension,
12 and Other Responsibility Matters- Primary Covered Transactions" in the form set forth in Exhibit O,
13 attached hereto and by this reference incorporated herein and made part of this Agreement.
14 Additionally, CONTRACTOR must immediately advise the COUNTY's Sheriff in writing if, during the
15 term of this Agreement: (1) CONTRACTOR becomes suspended, debarred, excluded or ineligible for
16 participation in federal or state funded programs or from receiving federal funds as listed in the
17 excluded parties' list system (<http://www.epls.gov>); or (2) any of the above listed conditions become
18 applicable to CONTRACTOR. CONTRACTOR shall indemnify, defend and hold the COUNTY
19 harmless for any loss or damage resulting from a conviction, debarment, exclusion, ineligibility or other
20 matter listed in the signed Certification Regarding Debarment, Suspension, and Other Responsibility
21 Matters.

22 XXIX. AUDITS AND INSPECTIONS

23 Upon CONTRACTOR's commencement of services on July 1, 2018, the CONTRACTOR
24 shall at any time during business hours, and as often as the COUNTY may deem necessary, make
25 available to the COUNTY for examination all of its records and data with respect to the matters covered
26 by this Agreement, including audit/inspection requirements of any grant agreement. The
27 CONTRACTOR shall, upon request by the COUNTY, permit the COUNTY to audit and inspect all of
28 such records and data necessary to ensure CONTRACTOR'S compliance with the terms of this

1 Agreement.

2 COUNTY understands that many of the systems, methods, procedures, written materials
3 and other controls employed by CONTRACTOR in the performance of its obligations hereunder are
4 proprietary in nature and will remain the property of CONTRACTOR. Information concerning such may
5 not, at any time, be used, distributed, copied or otherwise utilized by the COUNTY, except in
6 connection with the delivery of health care services hereunder, or as permitted or required by law,
7 unless such disclosure is approved in advance writing by CONTRACTOR.

8 If this Agreement exceeds ten thousand dollars (\$10,000.00), CONTRACTOR shall be
9 subject to the examination and audit of the Auditor General for a period of three (3) years after final
10 payment under contract (Government Code Section 8546.7). Furthermore, CONTRACTOR shall be
11 subject to any examination and audit requirements for any grant agreement for which such grant funds
12 are used for the provision of any services connected with the Agreement.

13 Pursuant to Title 15 of the California Code of Regulations, CONTRACTOR shall comply
14 with any request from the State of California, Department of Public Health authority to perform an
15 annual health inspection. CONTRACTOR shall also assist with such inspection as needed.
16 Expiration or termination of this Agreement shall not terminate any of CONTRACTOR'S obligations
17 under this Section XXVIII, AUDITS AND INSPECTIONS, herein.

18 **XXX. NOTICES**

19 The persons and their addresses having authority to give and receive notices under this
20 Agreement include the following:

21 COUNTY OF FRESNO
22 Sheriff-Coroner Office
23 Attn: Sheriff-Coroner
24 P.O. Box 1788
Fresno, CA 93721

CONTRACTOR
California Forensic Medical Group, Inc.
Attn: C.E.O.
2511 Garden Road
Suite A160
Monterey, CA 93940

25 All notices between the COUNTY and CONTRACTOR provided for or permitted under
26 this Agreement must be in writing and delivered either by personal service, by first-class United States
27 mail, by an overnight commercial courier service, or by telephonic facsimile transmission. A notice
28 delivered by personal service is effective upon service to the recipient. A notice delivered by first-class

1 United States mail is effective three (3) COUNTY business days after deposit in the United States mail,
2 postage prepaid, addressed to the recipient. A notice delivered by an overnight commercial courier
3 service is effective one (1) COUNTY business day after deposit with the overnight commercial courier
4 service, delivery fees prepaid, with delivery instructions given for next day delivery, addressed to the
5 recipient. A notice delivered by telephonic facsimile is effective when transmission to the recipient is
6 completed (but, if such transmission is completed outside of COUNTY business hours, then such
7 delivery shall be deemed to be effective at the next beginning of a COUNTY business day), provided
8 that the sender maintains a machine record of the completed transmission. For all claims arising out of
9 or related to this Agreement, nothing in this Section XXIX, NOTICES, herein, establishes, waives, or
10 modifies any claims presentation requirements or procedures provided by law, including but not limited
11 to the Government Claims Act (Division 3.6 of Title 1 of the Government Code, beginning with Section
12 810).

13 **XXXI. NO THIRD PARTY BENEFICIARIES**

14 None of the provisions contained in this Agreement are intended by the COUNTY and
15 CONTRACTOR, nor shall they be deemed, to confer any right or benefit on any person not a party to
16 this Agreement; hence, there shall be no third party beneficiaries whatsoever of this Agreement.

17 **XXXII. GOVERNING LAW**

18 Venue for any action arising out of or related to this Agreement shall only be in Fresno
19 County, California. The rights and obligations of the parties and all interpretation and performance of
20 this Agreement shall be governed in all respects by the laws of the State of California.

21 **XXXIII. SEVERABILITY**

22 The provisions of this Agreement are severable. The invalidity or unenforceability of any
23 one provision in the Agreement shall not affect the other provisions.

24 **XXXIV. FORCE MAJEURE**

25 Neither party shall be held responsible for any delay or failure in performance (other than
26 payment obligations) to the extent that such delay or failure is caused by fire, flood, hurricane,
27 explosion, war, strike, labor action, terrorism, embargo, government regulation, riot, civil or military
28 authority, act of God, acts or omissions of carriers or other similar causes beyond its control.

1 **XXXV. ENTIRE AGREEMENT**

2 This Agreement, including Exhibits A through O (listed below) along with COUNTY's
3 revised RFP No. 18-006, COUNTY's Addendum RFP and the CONTRACTOR's Response thereto,
4 constitutes the entire agreement between the CONTRACTOR and COUNTY with respect to the subject
5 matter hereof and supersedes all previous Agreement negotiations, proposals, commitments, writings,
6 advertisements, publications, and understanding of any nature whatsoever unless expressly included in
7 this Agreement.

- 8 Exhibit A – Comprehensive Medical & Behavioral Health Care Services
- 9 Exhibit B – Remedial Plan
- 10 Exhibit C – Staffing Plan
- 11 Exhibit D – Community Mental Health Block Grant Application/Requirements
- 12 Exhibit E – Fresno County Department of Behavioral Health Guiding
 Principles of Care Delivery
- 13 Exhibit F – Fresno County Behavioral Health Care Requirements
- 14 Exhibit G – No Hostage Facility
- 15 Exhibit H – Sheriff Application for Facility Access
- 16 Exhibit I – Sheriff D-360 Policy Acknowledgment
- 17 Exhibit J – Jail Medical Equipment Inventory List
- 18 Exhibit K – Payment Schedule – Base Compensation
- 19 Exhibit L – Performance Metrics
- 20 Exhibit M – Self-Dealing Transaction Disclosure Form
- 21 Exhibit N – Disclosure of Ownership and Control Interest Statement
- 22 Exhibit O – Certification Regarding Debarment, Suspension, and Other
 Responsibility Matters – Primary Covered Transactions
- 23 Exhibit P – Annual Summary Report

24 In the event of any inconsistency among these documents, the inconsistency shall be resolved by
25 giving precedence in the following order of priority: (1) this Agreement, including all Exhibits (excluding
26 COUNTY's RFP and CONTRACTOR's Response) attached and incorporated by reference herein; (2)
27 COUNTY's RFP; and (3) CONTRACTOR's Response. A copy of COUNTY's RFP and
28 CONTRACTOR's Response shall be retained and made available during the term of this Agreement by
COUNTY's Sheriff and Internal Services Department, Purchasing Division.

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2 IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and
3 year first hereinabove written.

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CONTRACTOR
California Forensic Medical Group, Inc.

COUNTY OF FRESNO



(Authorized Signature)



Sal Quintero, Chairperson of the Board of
Supervisors of the County of Fresno

Raymond Herr, MD

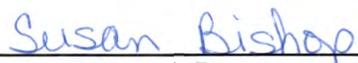
Print Name

President

Title (Chairman of Board, or President,
or CEO)

ATTEST:

(Authorized Signature)



Bernice E. Seidel, Deputy
Clerk of the Board of Supervisors
County of Fresno, State of California

Print Name

Title (Secretary of Corporation, or
Chief Financial Officer/Treasurer, or
any Assistant Secretary or Treasurer)

Mailing Address:
California Forensic Medical Group, Inc.
2511 Garden Road, Suite A160
Monterey, CA 93940
(831) 649-8994
Attn: Briana Elvaiah

FOR ACCOUNTING USE ONLY:
ORG No.: 3111, 5620, 5630
Account No.: 7295

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2 IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and
3 year first hereinabove written.

4 CONTRACTOR
5 California Forensic Medical Group, Inc.

COUNTY OF FRESNO

6
7 _____
(Authorized Signature)

8 Sal Quintero
9 Sal Quintero, Chairperson of the Board of
Supervisors of the County of Fresno

10 _____
11 Print Name

12 _____
13 Title (Chairman of Board, or President,
14 or CEO)

ATTEST:

15 Briana Elvaiah
16 (Authorized Signature)

17 Susan Bishop
18 Bernice E. Seidel, Deputy
19 Clerk of the Board of Supervisors
20 County of Fresno, State of California

21 Briana Elvaiah
22 Print Name

23 CFO
24 Title (Secretary of Corporation, or
25 Chief Financial Officer/Treasurer, or
26 any Assistant Secretary or Treasurer)

27 Mailing Address:
28 California Forensic Medical Group, Inc.
2511 Garden Road, Suite A160
Monterey, CA 93940
(831) 649-8994
Attn: Briana Elvaiah

FOR ACCOUNTING USE ONLY:
ORG No.: 3111, 5620, 5630
Account No.: 7295

Comprehensive Medical and Behavioral Health Care Services

SCOPE OF SERVICES

1. CONTRACTOR shall provide to COUNTY's adult inmates comprehensive medical and behavioral health care services, including dental, optometric and optician, pharmaceutical, diagnostic, and chronic care, that would typically be provided in a **primary care** or **urgent care** internal medicine, family practice, behavioral health clinic, in-home patients, or community-based setting.
2. CONTRACTOR shall be ready to implement and assume all responsibilities for on-site comprehensive medical and behavioral health care services to the adult inmates at the JAIL, identified herein and according to the terms and conditions of this Agreement, **as of 12:01 AM on the 1st day of July 2018.**
3. CONTRACTOR shall not be responsible for inpatient off-site medical services defined as "Inpatient Hospitalization Services." Psychiatric inpatient hospitalization will remain the responsibility of the COUNTY; however, CONTRACTOR shall coordinate and cooperate with COUNTY's DBH-contracted provider of psychiatric inpatient services for admittance of an inmate.
4. All services provided by CONTRACTOR shall be carried out in conformity with all applicable provisions of Title 15 of the California Code of Regulations and the NCCHC accreditation guidelines, as described in this Agreement.
5. Specific services provided on-site by CONTRACTOR shall include, but may not be limited to:
Medical Health:
 - a. Chronic care
 - b. Communicable disease control
 - c. Dental
 - d. Detoxification and alcohol and other drugs (AOD) withdrawal management, including Medication Assisted Treatment (MAT), when applicable
 - e. First aid and emergency response/minor trauma capabilities (e.g., sutures)
 - f. Fit for confinement and intake health screening
 - g. Health appraisals
 - h. Health education (including diabetic treatment education and other chronic disease related information)
 - i. Laboratory
 - j. Medical and dental prosthetic devices, hearing aids, and durable medical equipment
 - k. Optometric and optician (including glasses)
 - l. Outpatient Housing Unit (OHU)
 - m. Physical therapy
 - n. Physician

- o. Prenatal, pregnancy, obstetrical care, and family planning
- p. Sick call
- q. X-ray (radiological) and EKG (electrocardiogram)

Behavioral Health:

- a. Case management, care coordination, discharge planning – including referrals and linkage
- b. Consistent monitoring, contact with, and treatment of all inmates with serious mental illness (SMI); however, intensive services will be provided to those housed in administrative segregation or single cell housing
- c. Crisis intervention, crisis stabilization, and crisis de-escalation
- d. Development and implementation of behavior management plans in coordination with Jail staff for applicable inmates with SMI
- e. Individual/group psychotherapy and psychoeducational groups
- f. Mental health assessments and evaluations
- g. Mental health treatment plan development
- h. Participation in Behavioral Health Court
- i. Coordination with SHERIFF to develop Behavior Management Plans for those inmates housed in administrative segregation or single cell housing
- j. Psychiatric medication evaluation, administration, and monitoring
- k. Substance use disorder (SUD) services to include assessments, treatment plan development, detoxification management, counseling, treatment of co-occurring/dual-diagnosis disorders, psycho-education, and medication assisted treatment
- l. Suicide prevention activities (risk assessment for suicidal ideation, training, and monitoring of safety cells)
- m. Care coordination involving DBH regarding inmates on LPS Conservatorship.

Other Services:

- a. Collaborate with all care providers in the facility to determine the appropriateness of services and establish efficiencies, where possible
- b. Electronic health record (EHR) maintenance/data security/retention
- c. Emergency on-call medical/psychiatric coverage 24/7
- d. Environmental safety
- e. Janitorial service for work areas staffed by CONTRACTOR
- f. Medical waste disposal
- g. Pharmaceutical distribution/monitoring
- h. Pharmaceuticals (and pharmacist consulting services)
- i. Quality assurance
- j. Re-entry, discharge planning, and coordination of care
- k. Response to health record requests and release of information

- l. Staff training
 - m. Statistics and record keeping
- 6. CONTRACTOR shall operate a medical and behavioral health care program that meets the local community standards of care.
- 7. CONTRACTOR shall operate health care programs at an adequate staffing level for 24-hour coverage using only licensed, certified, and professionally trained personnel and shall ensure that services are provided competently.
- 8. CONTRACTOR shall provide adequate staffing, including 24/7 coverage, provided at all times to meet all demands for medical, behavioral, and other health care needs. This will include on-call coverage 24-hours/day, 7-days/week (24/7) by a physician and psychiatrist. A nursing supervisor and a licensed mental health clinician, are required to be scheduled 24/7 at the Jail. Additionally, emergency medical, behavioral, and dental health care must be provided 24/7.

SERVICES PROVIDED

- 1. CONTRACTOR's responsibility for medical and behavioral health care services will begin at intake screening and will end at the completion of the discharge process of the inmate from the JAIL, including care coordination and linkage to care, as appropriate. Care coordination shall also include care provided while incarcerated and must include discharge planning to provide appropriate linkage to COUNTY-contracted or other community programs, upon release. Care coordination and collaboration must include the sharing of treatment-required information between providers essential to the provision of appropriate services and care.
- 2. CONTRACTOR shall be given timely notice, either written or verbal, by SHERIFF, of any Bedside "Proxy" Bookings of adult inmates. Notwithstanding the foregoing, CONTRACTOR shall not be financially responsible for the cost of any medical treatment or health care services provided to any adult inmate prior to the inmate being formally booked and physically housed in a COUNTY JAIL, until such time that CONTRACTOR commences services.
- 3. CONTRACTOR shall make accommodations within the JAIL in order to prevent unnecessary use of outpatient/off-site specialty care service providers and inpatient hospitalizations, thereby reducing the dependence on JAIL resources for transportation of inmates and security.
- 4. CONTRACTOR shall staff a medical professional (i.e., Registered Nurse) to provide the medical and behavioral health care intake screening conducted at the time of booking. Intake screening shall be conducted 24-hours/day, including weekends and holidays. CONTRACTOR shall provide staffing for intake screening 24-hours/day at all booking locations. Medical and behavioral health care intake screening shall include identification of medical and behavioral health needs (including suicidal ideation) and substance use disorders. No outside medications will be utilized in the treatment of an inmate. Physicians must "bridge" all verified, valid prescriptions for inmates entering the JAIL on prescribed medications, within 24 hours.

5. CONTRACTOR shall provide an initial health assessment that includes medical history, physical, and mental health assessment. The history portion should also include a review of COUNTY DBH's electronic health record (EHR) "Avatar" for mental health history. Health assessments must be completed for all adult inmates within fourteen (14) days after booking. The health assessment must be conducted by a mid-level practitioner, physician, or registered nurse, using appropriate Standardized Nursing Protocol. Said Standardized Nursing Protocols and Mid-Level Practitioner Protocols shall be made available for COUNTY's DPH and/or DBH Director, or designee, and/or COUNTY's Health Officer for review. Additional health assessments of the inmates shall be conducted annually after the initial health assessment is completed.
6. CONTRACTOR shall ensure that there is a process for all adult inmates to initiate requests for health care services on a daily basis and that those requests are readily available to all inmates. CONTRACTOR shall use a priority system to triage requests within twenty-four (24) hours, not to exceed seventy-two (72) hours. Triage of sick call requests will be conducted by a registered nurse within their scope of practice.
7. CONTRACTOR shall be responsible for obtaining informed consent from adult inmates prior to providing care and treatment as required by law, except in the case of an emergency. Procedures to follow for obtaining informed consent from inmates are provided in the Policy and Procedure Guideline of the Fresno County Department of Public Health.
8. CONTRACTOR shall provide for nursing sick call to be held seven (7) days a week at the JAIL. Physician sick call (may be either physicians or mid-level practitioners) must be provided seven days a week, at least two (2) of which must include evening clinics.
9. CONTRACTOR shall conduct sick call in designated areas of the clinics or housing units, in as much privacy as security concerns will allow.
10. CONTRACTOR shall provide emergency response care for minor trauma incidents (i.e., on-site medical care treatment for minor injuries such as sutures, sprains, etc.) in order to minimize inmate transports.
11. CONTRACTOR shall provide psychiatric, psychotropic, and anti-psychotic medication monitoring for the inmates, as well as court-ordered evaluations pursuant to Penal Code 4011.6. CONTRACTOR shall provide crisis coverage 24/7 at all COUNTY JAIL facilities
12. CONTRACTOR shall be responsible for all psychiatric emergency services including, crisis intervention, crisis stabilization, and crisis de-escalation services for inmates within the JAIL.
13. CONTRACTOR shall provide emergency, medically necessary and non-emergency dental services, including a dental screening upon admission, oral exam within twelve (12) months of admission, routine x-rays and dental treatment (not limited to extractions) and oral hygiene instruction and preventative education for adult inmates.
14. CONTRACTOR shall provide pharmaceutical services at all JAIL facilities, in accordance with NCCHC Standards and Title 15 CCR, Section 1216, or may subcontract with a qualified, State of California licensed on-site pharmacy to provide pharmacy services including, but not limited to:
 - a. Medical and psychotropic pharmaceuticals

- b. Dispensing and delivery of medication
 - c. Over-the-counter medications
 - d. Pharmacist consulting services
 - e. Pharmaceutical electronic monitoring/ordering system
 - f. Pharmaceutical disposal services
 - g. Prescription medications for inmates on temporary authorized release
15. CONTRACTOR shall provide on-site basic optometry services provided by a licensed optometrist. Services shall include assessment, treatment, and consultation including examination of eyes for health and vision problems, prescriptions for glasses, and diagnosis and treatment of eye disease such as glaucoma, cataracts and retinal disorders. The selected bidder must provide, repair, or replace glasses, when necessary. All optometry equipment and supplies will be the responsibility of the CONTRACTOR.
16. CONTRACTOR shall identify and provide chronic care treatment/therapy to all inmates in accordance with national medical standards and NCCHC Standards.
17. CONTRACTOR shall furnish and pay for the timely provision and repair of medical orthoses, prostheses, and other aids to impairment including, but not limited to, the following: braces, shoe inserts, splints, prostheses, prescription eyeglasses, hearing aids, corrective shoes, canes, walkers, and wheelchairs that are deemed medically necessary.
18. CONTRACTOR shall provide prenatal and obstetrical (OB) services to the inmates. If the need arises to refer an inmate to an off-site OB provider (depending on what type of obstetrical care is necessary), then the CONTRACTOR will need to coordinate with JAIL staff for transport for all off-site scheduled appointments. CONTRACTOR must coordinate care with DPH Public Health Nurses for pregnant inmates. Before starting any medications, CONTRACTOR will provide a pregnancy test to any inmate suspected of being pregnant to confirm pregnancy. Any pregnant inmate will be provided timely and appropriate prenatal care, counseling, specialized obstetrical services, postpartum care, when indicated. Care should be within nationally accepted care guidelines and will include:
- a. Pregnancy testing
 - b. Comprehensive counseling in accordance with inmates expressed desires
 - c. Routine and high-risk prenatal care
 - d. Advice on appropriate levels of activity, safety precautions, and nutritional guidance
 - e. Management of chemically addicted pregnant females
 - f. Dietary supplements
 - g. Observations for signs of toxemia
19. CONTRACTOR shall provide birth control, if medically necessary, and family planning education. CONTRACTOR will coordinate with outpatient providers for pregnancy termination services, in accordance with Title 15 and California Penal Code, Section 3405 requirements. CONTRACTOR shall be responsible for the costs of all pregnancy termination services. For women who are on a method of contraception at intake, continuation of contraception will be considered on a case-by-case basis. Plan-B will be available at intake for women who report the need for emergency contraception. Women desiring to initiate contraception, including long-term options, will be scheduled with a provider to discuss available and clinically appropriate options at the inmates request sixty (60) days prior to a scheduled release from custody.

20. CONTRACTOR shall provide on-call professional radiological (x-ray) and electrocardiograph (EKG) services. Said services must be made available at the COUNTY's JAIL facilities 24/7. CONTRACTOR must comply with the Radiation Control Laws and Regulations, as well as provide copies of resumes, licenses, and certifications of applicable staff.

21. CONTRACTOR shall be responsible for all laboratory services provided to inmates. CONTRACTOR shall be responsible for all necessary supplies including, but not limited to, supplies for specimen collections, phlebotomy services, specimen pick-up and delivery, laboratory testing, critical test value reporting, and timely response for urgent and routine laboratory orders. CONTRACTOR (or its subcontractor) must be CLIA (Clinical Laboratory Improvement Amendments) certified. All laboratory services will be provided in accordance with Fresno County, State, and Federal client confidentiality requirement. STAT service requests must be made available and provided 24/7 by CONTRACTOR.

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

22. CONTRACTOR shall obtain and maintain medical waste generator registration with the State of California for the JAIL and develop a Medical Waste Management Plan, as required under the Medical Waste Management Act. CONTRACTOR shall be responsible for all fees associated with registration as a medical waste generator facility.

CONTRACTOR shall be responsible for the handling and disposal of medical and contaminated waste in accordance with all applicable state and local regulations.

23. CONTRACTOR shall provide for ancillary services (including coordination for laboratory, MRI, etc.) which can be performed off-site, but preferably shall be performed on-site. CONTRACTOR shall attempt to provide services on-site, as much as possible.

24. CONTRACTOR shall be responsible for dialysis treatments to adult inmates in the JAIL that require dialysis treatment. CONTRACTOR shall attempt to provide on-site in order to minimize transportation and custody costs.

25. CONTRACTOR shall provide behavioral health services, referred to as jail psychiatric services ("JPS"), in accordance with the requirements of SAMHSA (as defined in Section I, OBLIGATIONS OF THE CONTRACTOR of this Agreement and attached to this Agreement as Exhibit D). Behavioral health treatment services under the JPS program shall include, but are not limited to: evaluation and assessment, including dual-diagnosis; 24-hour crisis intervention; medication management; referral for acute psychiatric hospital care; consultation with custody to determine appropriate housing; assisting, coordinating, and participating with SHERIFF for monitoring of safety and isolations cells; coordination with the Behavioral Health Court in Fresno County to facilitate alternatives to incarceration; group treatment, specifically designed to address dual-diagnosis issues; staff representation at Behavioral Health Court monthly meetings to assist in continuity of care; development and implementation of behavioral plans to change problematic behaviors.

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

27. CONTRACTOR shall provide appropriate care coordination and linkage to care, including robust discharge planning, as appropriate. Care coordination shall include care provided while the inmate is incarcerated beginning at intake screening through to discharge planning including appropriate linkage to COUNTY-contracted or other community programs, upon release. Care coordination and collaboration must include the sharing of treatment-required information between providers essential to the provision of appropriate services and care, upon release of an inmate from COUNTY's JAIL Facilities. Care Coordination will also include the following:
- a. Coordinating aftercare arrangements
 - b. Making referrals to appropriate community programs
 - c. Coordinating appointments with community providers
 - d. Ensuring medications are continued with a 14-day supply following release
 - e. Assisting inmates with applying for financial help
 - f. Linking inmates to programs such as COUNTY's DBH Adult Division or other programs, as applicable
 - g. Assisting inmates with SMI in securing housing placements, scheduling appointments, and/or providing transportation arrangements.
 - h. Coordinate with DPH Public Health Nurses upon release of pregnant female inmates
28. CONTRACTOR shall develop and maintain an adequate infectious disease control program. The infectious disease control program must include testing all inmates for tuberculosis (TB) within five days of intake. CONTRACTOR should also be able to identify and report communicable disease (including HIV, AIDS, TB, Hepatitis and STDs). CONTRACTOR must screen and treat for syphilis during periods when the Health Officer has designated the County an area of high syphilis morbidity. This includes RPR (rapid plasma region) testing at the time of booking of all male inmates under the age of 30 and all female inmates under the age of 35. Positive RPR results must be confirmed with a treponemal test within 48 hours, and initiation of treatment must ensue within 72 hours of receipt of confirmation. CONTRACTOR shall also work closely with DPH on any significant emerging public health events impacting the community.
29. CONTRACTOR shall assume responsibility for utilization management for all inmates that are transported to an emergency department and/or are hospitalized for any length of time while in custody. CONTRACTOR shall review and monitor the inmate's medical case and shall make a good faith effort to actively pursue discharge of the inmate from the hospital and coordinate transportation of the inmate at the earliest possible time at which CONTRACTOR has the ability to resume appropriate treatment and medical care of said inmate within the JAIL. CONTRACTOR shall obtain appropriate releases of information and coordinate discharge planning with the hospital/provider.
30. CONTRACTOR may be requested to consult and collaborate with COUNTY's DBH on competency matters. It is anticipated that the services related to restoration to competency for misdemeanants (i.e., MIST – misdemeanor incompetent to stand trial) will be included in a separate scope of work in a future RFP. If CONTRACTOR is not selected to provide such services, CONTRACTOR shall be expected to work collaboratively with that selected provider of MIST services and all parties involved in the defendant's competency case.
31. At this time, the JAIL facilities are not designated as treatment facilities for the purposes of administering court-ordered involuntary psychotropic medications or for providing services for restoration of competency for misdemeanor defendants. However it is the intention of the COUNTY's SHERIFF and DBH to pursue such designation in the future to further assist inmates in need. At such time, the selected bidder of such services shall be expected to

develop and implement policies and procedures for the administration of court-ordered involuntary medications, when appropriate (such as for MIST services or persons on LPS Conservatorship).

CLINIC AND RECORDS MANAGEMENT

1. CONTRACTOR will maintain all records in accordance with Section 1205 of Title 15 of the California Code of Regulations and NCCHC accreditation guidelines.
2. CONTRACTOR shall implement its own clinic management system within the COUNTY's Jail Facilities.
3. CONTRACTOR shall utilize an EHR system beginning on the contracted start date of services for documentation, management, and monitoring of inmates' medical and behavioral health care. The EHR utilized by the previous COUNTY-contracted provider in the JAIL is Electronic Offender Management Information System (eOMIS). CONTRACTOR shall be expected to transition systems in order to be operational by the contracted start date of services on the 1st day of July, 2018.

CONTRACTOR must maintain complete and accurate medical health, behavioral health, optometry and dental records separate from the JAIL inmate confinement records. In any criminal or civil litigation where the medical or behavioral health condition of an inmate is at issue, and/or upon written request of County Counsel or Risk Management, CONTRACTOR must provide the DPH Director, DBH Director, and/or COUNTY Health Officer (and/or designees) with access to such records. In the event of a possible HIPAA violation/breach/allegation, CONTRACTOR will cooperate with the County's Privacy and Security Officer(s), or designee(s).

CONTRACTOR must allow designated COUNTY staff electronic read-only access to health records and to the full EHR system (including ability to view reports). Disclosure of medical and/or behavioral health information to JAIL staff may be necessary for the health and safety of the inmates and JAIL staff and to properly manage or plan for placement and programming.

Existing health care records and all health care records prepared by CONTRACTOR will remain the property of the COUNTY. During this Agreement term, CONTRACTOR will act as the custodian of records for the COUNTY and shall respond to subpoenas regarding health care records and/or treatment. At the termination of this Agreement, all health care records will remain the property of the COUNTY.

CONTRACTOR will be responsible for responding to all records requests for medical and behavioral health care services in a timely manner and as allowable by HIPAA or other applicable laws, regulations, codes, and guidelines regarding medical and behavioral health care information. An accounting of records released shall be provided to SHERIFF, DPH, and DBH at least quarterly.

4. COUNTY's DBH currently utilizes an EHR system, "Avatar" for management of behavioral health care records. CONTRACTOR must utilize this system to report all behavioral health care services provided to inmates.

COUNTY'S DBH is required by the State Department of Health Care Services to collect data pertaining to mental health clients and services provided. Therefore, CONTRACTOR shall be responsible to report information regarding all inmates who received services and which services were provided within the mental health treatment program. The required components shall be uploaded into COUNTY's DBH EHR system, "Avatar". A client demographic record shall be recorded at initial contact with the adult inmate during the booking/intake process (or first applicable service provision) and then service records shall be recorded every time mental health services are provided. Periodic records (which contain data elements that may change, i.e., living arrangements) shall be updated and recorded at initial contact, annually, and at discharge.

Documentation of the behavioral health services should occur immediately and entry into the DBH EHR system should occur no later than 45 days after service has occurred. COUNTY's preference is for CONTRACTOR's EHR system to have the capability to upload/enter the services in real-time or at least daily. CONTRACTOR shall send any staff who enter records of behavioral health care services into Avatar to COUNTY DBH's Documentation and Billing Training as provided by COUNTY DBH's Managed Care Division

5. CONTRACTOR shall provide MCIP (Medi-Cal Inmate Program) reports to COUNTY regarding the utilization for said services, treatment, and related costs.
6. CONTRACTOR shall develop and implement a written medical and behavioral health care plan with clear goals, objectives and policies and procedures for the COUNTY's JAIL, including services provided to adult inmates for both medical and behavioral health care services. CONTRACTOR shall provide COUNTY with a copy of said written plan, including all policies and procedures, upon completion. CONTRACTOR shall also provide COUNTY with any updates to said written plan, policies and procedures, as developed, throughout the term of this Agreement.
7. CONTRACTOR shall be expected to respond promptly to any and all requests by the courts, via court order or subpoena, for medical or behavioral health care records.
8. CONTRACTOR shall work with DPH, DBH, and SHERIFF staff, as appropriate, to define the CONTRACTOR's roles in case of a disaster. CONTRACTOR shall develop and implement written procedures for a medical disaster plan in case of emergency or threat whether accidental, natural, or man-made.
9. CONTRACTOR shall track and report all health care services delivered to AB 109 inmates.

PERFORMANCE AND OUTCOMES

1. CONTRACTOR shall submit annual program information regarding performance and outcomes, including measures that have been tracked for these specific purposes, and percentage of target met. All measures (i.e., performance metrics as identified in Exhibit L) must meet the NCCHC standard as well as the requirements of the Remedial Plan as identified in this Agreement, as well as the categories identified below:
 - a. Access to care: The ability of inmates to receive the right service at the right time.

- b. Effectiveness: Objective results achieved through health care services.
- c. Efficiency: The demonstration of the relationship between results and the resources used to achieve them.
- d. Satisfaction and Compliance: The degree to which inmates, COUNTY, and other stakeholders are satisfied with the services.

SHERIFF, DPH, and/or DBH may adjust the performance and outcome measures periodically throughout the duration of this Agreement, as needed, to best measure the program as determined by COUNTY. CONTRACTOR shall utilize a computerized tracking system with which performance and outcome measures and other relevant inmate data, such as demographics, will be maintained. The data tracking system may be incorporated into the CONTRACTOR's EHR or be a stand-alone database. SHERIFF, DPH, and DBH must be afforded read-only access to the data tracking system.

TRAINING/STAFF DEVELOPMENT

1. CONTRACTOR shall provide adequate orientation and training, at its cost, to all staff under their direction, including all required annual HIPAA confidentiality training.
2. CONTRACTOR shall provide adequate annual training for JAIL staff in medical and behavioral health observation of adult inmates.
3. CONTRACTOR shall require a skills and competencies assessment of staff annually and include follow-up training, as required.
4. CONTRACTOR shall provide protocol and standardized procedures training, as appropriate.
5. CONTRACTOR shall assure the cultural competency of health care staff, which may be accomplished through regular training activities made available to all personnel.
6. CONTRACTOR shall comply with Prison Rape Elimination Act (PREA) of 2003 and agree to have all JAIL staff trained initially and every two (2) years thereafter, by the SHERIFF staff.
7. CONTRACTOR shall provide annual training for SHERIFF correctional officers concerning various health care issues in the facilities. Such training will be jointly developed and scheduled at a mutual convenience, and may include subjects such as symptoms and signs of withdrawal, suicide prevention, seizures, diabetes, etc.

STAFFING/FACILITIES

1. CONTRACTOR shall ensure that all personnel employed in the performance of this Agreement possess the required expertise, skill, and professional competence to perform their duties.

2. CONTRACTOR shall hire and maintain an on-site Medical Director and an on-site Director of Psychiatry. The Medical Director will be responsible to assure the quality of health care provided within COUNTY's JAIL Facilities and will provide clinical supervision to the mid-level practitioners and other ancillary personnel who perform services pursuant to this Agreement. The Medical Director must be a licensed physician. COUNTY prefers for the Medical Director to be Board Certified in internal medicine or family practice, but this is not a requirement. However, CONTRACTOR shall attempt to actively pursue recruiting a Board Certified Medical Director. The Medical Director must have thorough knowledge of all current principles and practices of medicine. The Director of Psychiatry will work closely with the Psychiatrist and will coordinate the behavioral health activities in the JAIL.
3. During the terms of this agreement, SHERIFF is building a new detention facility, known as the West Annex Jail, to replace the South Annex Jail, which is one of the existing detention facilities within the JAIL. If the project is completed within the term of this Agreement, it is proposed that the West Annex Jail may have 200 fewer inmates, based on an ADP, than the South Annex Jail. The potential decrease in ADP, and new services to be provided at the West Annex Jail, may result in a necessary change in staffing levels, and services, and compensation payments made by 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 decreases below 2,700.

ADMINISTRATION

1. CONTRACTOR shall maintain a collaborative and open relationship with the COUNTY's DPH, DBH, and SHERIFF Departments in the provision of services and operations as well as future planning and evaluation of services.
2. CONTRACTOR will provide medical and behavioral health care services as highlighted in the Remedial Plan (Consent Decree Hall, et. al. v. County of Fresno), attached as Exhibit B. COUNTY will work with CONTRACTOR to delineate CONTRACTOR's responsibilities regarding the Remedial Plan.
3. CONTRACTOR will ensure their staff complete the Application for Facility Access and will be responsible for payment of the Live Scan clearance fees (upon execution of this Agreement, the fee is currently at \$52 per person). CONTRACTOR will abide by COUNTY's requirement for a background check on all personnel. COUNTY maintains the right to veto the use of any on-site employee or subcontractor.
4. CONTRACTOR shall communicate and consult frequently with the local medical community and other COUNTY-contracted providers, as well as family members of inmates in custody, as allowable by HIPAA regulations, to provide the most complete evaluation and treatment of incarcerated individuals.
5. CONTRACTOR shall coordinate with SHERIFF, and COUNTY's contracted emergency response ambulance provider, as needed, for emergency transportation needs.
6. CONTRACTOR shall make every effort to minimize the need to transport inmates from the JAIL to other providers for treatment by providing expanded services on-site or by other methods to reduce outpatient costs as well as SHERIFF's staff transportation and custody costs. CONTRACTOR shall perform utilization review and case management services to monitor the

necessity and appropriateness of inpatient hospital care and other outside medical services provided.

7. CONTRACTOR's health care personnel shall be available for court inquiries and/or appearances, when required. It will be CONTRACTOR's responsibility to compensate their staff for court appearances, which shall be at no added cost to COUNTY.
8. In the event of a HIPAA breach, violation, or allegation, CONTRACTOR shall fully cooperate with COUNTY Privacy and Security Officers, or designees.
9. CONTRACTOR shall provide appropriate and adequate bilingual services, including on-site Spanish-speaking personnel for monolingual inmates. CONTRACTOR shall also make sign language interpretation available, as needed.
10. CONTRACTOR shall provide appropriate and adequate interpreter services to include, but not be limited to, the following COUNTY threshold languages: Spanish, Hmong, Laotian and Cambodian/Khmer.
11. CONTRACTOR shall establish and make available a process for receiving, investigating, and responding to and resolving any concerns relating to an adult inmate grievances concerning medical or behavioral health care provided.
12. CONTRACTOR shall work with the COUNTY's Health Officer who, under Section 1208 of the Penal Code, shall investigate health and sanitary conditions in every county detention facility. CONTRACTOR shall prepare for, and participate in, said annual health inspections of the COUNTY's JAIL Facilities. CONTRACTOR shall be responsible for the remediation of reported non-compliance pertaining to the provision of medical or behavioral health care services.
13. 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 or behavioral health care with which CONTRACTOR may be connected.
14. CONTRACTOR shall establish and facilitate a medical and behavioral health care audit Continuous Quality Improvement (CQI) committee comprised of CONTRACTOR's medical staff, and behavioral health staff as well as with active participation of the COUNTY's Health Officer, or designee. Said CQI committee shall prepare and review monthly data and statistical reports that will be provided to the COUNTY's DPH and DBH's Director, or their designees. Statistical reports should include workload data on sick call visits, wait time (from sick call slip submittal to sick call visit), health appraisals, etc.
15. CONTRACTOR must participate in monthly administrative audit meetings, along with the COUNTY's DPH and DBH Director, or designees, to assist with reviewing reports and ensuring compliance. The purpose of said meetings will be to evaluate statistics and program needs. The meetings will also be used to evaluate and address problems/issues that may arise internally and with interrelationships between custody, medical and behavioral health care services personnel as well as the CONTRACTOR's relationships with providers of emergency, inpatient, and outpatient specialty care services. Adult inmate grievances filed will also be reviewed as well as any current high profile inmate cases.

16. CONTRACTOR must conduct monthly Suicide Prevention meetings to discuss inmates on suicide precautions or that have been placed in the Safety Cell. This meeting may be combined with the SMI meeting, discussed herein, if approved by all parties.
17. CONTRACTOR must conduct bi-weekly meetings to discuss inmates in the JAIL who have been diagnosed with a SMI for care coordination for optimal quality of care and to address behavioral issues. The bi-weekly SMI meetings will include a multidisciplinary team with representatives from the SHERIFF, DPH, DBH, and CONTRACTOR's staff. The purpose of the meetings will be to monitor the progress of inmates with SMI who are in administrative segregation or single cell housing, to evaluate an inmate's housing situation, review the inmate's behavior management plan, and to monitor adherence to the Remedial Plan for inmates who are in administrative segregation or single cell housing. Minutes shall be taken, recorded, and disseminated to all invitees and participants at the SMI meetings.
18. In the event of an inmate death, CONTRACTOR's physician, not involved in patients treatment, will conduct a mortality review of the case and will present their findings in a multidisciplinary mortality review meeting to be attended by SHERIFF, DPH, DBH, County Counsel, and CONTRACTOR's staff. If inmate had a history of a mental illness, a psychological autopsy must also be performed by the CONTRACTOR's psychiatrist, not involved in patients treatment, and the results shall be presented at the mortality review. Minutes shall be taken, recorded, and disseminated to all invitees and participants.

EXCEPTIONS TO TREATMENT

1. CONTRACTOR will not be financially responsible for:
 - a. Treatment costs incurred after an inmate is released from the COUNTY's physical custody.
 - b. Elective medical care:
 - i. Examples of elective medical care include, but are not limited to: breast reconstruction, gastric bypass, facelift, or gender reassignment surgery.
 - c. Psychiatric inpatient hospitalization.
 - d. Health care provided to an infant following birth
 - e. Any costs associated with smoking cessation treatment or classes.
 - c. Any medical testing or obtaining samples, which are forensic in nature.
 - d. Any experimental treatments.
 - e. Any care provided without CONTRACTOR's prior knowledge.
2. CONTRACTOR shall be responsible for all medical and behavioral health care according to the terms of this Agreement while inmates are legally "in custody" of SHERIFF. Inmates are considered "in custody" upon booking of the inmate until the time the inmate is legally released from SHERIFF custody and will be maintained in the daily jail count regardless of where they are physically. However, individuals on supervised probation, or those that may be housed in an unidentified location (e.g., a witness or co-conspirator), shall not be included in the daily population count, and shall not be the responsibility of CONTRACTOR with respect to any claim, liability, cost, or expense for the payment and/or furnishing of health care services.

Hall, et. al. v. County of Fresno
REMEDIAL PLAN
[DATE], 2015

Pursuant to the Consent Decree entered on [DATE], the County of Fresno agrees to implement the following measures.

I. MEDICAL CARE

A. Organizational Structure and Leadership

1. The County shall ensure that jail health care staff and the Sheriff's Office implement an interagency agreement that addresses mutual responsibilities in the provision of health care.
2. The Jail Medical Director shall be Board Certified or Board eligible in Internal Medicine or Family Practice.
3. *Jail health care staff shall meet with Sheriff's Office staff during monthly administrative meetings that shall include an agenda and minutes.*
4. *Jail health care staff and the Sheriff's Office shall develop and implement standardized procedures that provide coordination between correctional and medical staff such that patients receive safe and timely access to care and medications.*
5. The County shall require that jail health care staff are appropriately credentialed according to the licensure, certification, and registration requirements for the State of California.
6. *Jail health care staff shall participate in mock fire drills conducted by the Sheriff's Office once a year.*

B. Staffing

1. The County shall deliver adequate health care to comply with this Remedial Plan.
2. The County shall employ adequate numbers of correctional staff to assist with medication administration and the movement of patients to receive health care services.

3. *The County will provide a budget for jail health care services sufficient to finance adequate health care and correctional staff to comply with this Remedial Plan.*

C. Clinic Space

1. *The County will provide an adequate number of clinic examination rooms to deliver adequate health care and comply with this Remedial Plan.*
2. Clinic examination rooms shall have standardized equipment and par levels of supplies in a standardized presentation.

D. Policies and Procedures

1. The County's policies and procedures regarding medical intake shall require completion of a Medical Intake Screening form that includes the following:
 - a. Questions on the history of HIV/AIDS, Tuberculosis, and Kidney Disease; and
 - b. Questions regarding legal and illegal drug use (e.g., type, time of last use and quantities.)
2. The County's policies and procedures shall include that inmates with chronic illness are identified and seen after intake based on acuity (on the day of arrival for patients with high acuity and not to exceed 14 days for all others), and for follow-up appointments in intervals that do not exceed 90 days unless such inmates are clinically stable on at least two consecutive encounters, in which case not to exceed intervals of 180 days.
3. The County's policies and procedures regarding Individualized Treatment Plans shall include the following:
 - a. The minimum time period between intake screening and the first history and physical examination shall be specified and based on acuity (not to exceed 14 days for all inmates);
 - b. Continuity of medications shall occur within 24 hours for inmates with chronic illness, unless there are extenuating circumstances that prevent the prescription of such medications, in which case the inmate shall be evaluated

- by a physician or mid-level practitioner within 24 hours to determine an alternative treatment plan; and
- c. The minimum time period between physician evaluations shall be specified based on acuity.
4. The County's policies and procedures shall include that prescription medications shall only be prescribed by licensed physicians, physician's assistants, or nurse practitioners, within the scope of their licensures.
5. The County's policies and procedures regarding detoxification shall include the following:
- a. Detoxification shall occur only under medical supervision in accordance with local, state, and federal laws;
 - b. Detoxification from alcohol, opiates, hypnotics, other stimulants, and sedative hypnotic drugs shall be conducted under medical supervision when performed at the facility;
 - c. Inmates being detoxified shall be monitored by a physician;
 - d. Specific guidelines shall be followed for the treatment and observation of inmates manifesting mild or moderate symptoms of intoxication or withdrawal from alcohol and other drugs;
 - e. Monitoring shall be structured and documented in accordance with the Clinical Institute Withdrawal Assessment or the Clinical Opiate Withdrawal Scale; and
 - f. Inmates experiencing severe, life threatening intoxication (an overdose) or withdrawal shall be transferred under appropriate security conditions to a facility where specialized care is available.
6. The Sheriff's Office policies and procedures regarding Safety Cells shall include that inmates may not be housed in safety cells for medical reasons.
7. ***The Sheriff's Office policies and procedures regarding disciplinary diets shall include that physicians assess whether a disciplinary diet will affect a prisoner's medical condition.***
8. The County's policies and procedures regarding health records shall include the following:
- a. All medical records must comply with state and federal regulations pertaining to access, disclosure and/or use of health information; and

- b. Health record and health information, both oral and documented, is confidential protected health information. The minimum necessary health information is to be disclosed to health care staff providing health care or to jail authorities when necessary for the protection of the welfare of the inmate or others, management of the jail, or maintenance of jail security and order.
9. The County's policies and procedures shall separately identify the following pharmaceutical procedures:
 - a. Procurement of pharmaceuticals;
 - b. Controlled substances;
 - c. Storage of medication;
 - d. Use of methadone;
 - e. Ordering and dispensing medication;
 - f. Medication administration;
 - g. Documentation of medication administration; and
 - h. Medication renewal.
10. The County's policies and procedures shall include that all tuberculosis screening and management shall be conducted in accordance with the American Correctional Association (ACA) and the National Commission on Correctional Health Care (NCCHC), "Standards for Health Services", as endorsed under recommendations of the Center for Disease Control (CDC) guidelines.
11. The County's policies and procedures shall include an Infection Prevention Plan that includes procedures for identification, treatment, isolation, surveillance, immunization (when applicable), prevention, education and follow-up related to infectious diseases.
12. The County's policies and procedures shall include Nursing Encounter Protocols /Tools that are appropriate to the level of skill and preparation of the nursing personnel who will carry them out and comply with the relevant state practice acts.
13. The County's policies and procedures shall require that pregnant inmates receive timely and appropriate prenatal care, postpartum care, counseling, and specialized obstetrical services when indicated.
14. *The Sheriff's Office policies and procedures shall include a procedure to monitor temperatures in the facilities for the purpose of ensuring that inmates prescribed psychotropic medications are not at risk of malignant hyperthermia from extremely*

hot conditions, after consultation with medical/mental health staff, and that inmates are provided with extra blankets as needed in extremely cold conditions.

15. The County's policies and procedures regarding restraints shall include the following:

- a. Restraints shall not be used for medical purposes or during any medical procedures;
- b. Medical staff shall not participate in decisions to initiate use of restraints by correctional staff;
- c. Medical staff shall take all necessary measures to maintain proper peripheral circulation during the use of restraints; and
- d. A registered nurse or LVN under the supervision of a RN shall document vital signs, mental status, and sensation of limbs within the first hour of placement, and by medical staff at least every 60 minutes thereafter.

16. The County's policies and procedures shall be revised, as necessary, to reflect all of the health care remedial measures described in the Remedial Plan, and the County shall deliver healthcare pursuant to these revised policies and procedures.

E. Medical Intake and Screening

1. Tuberculosis screening shall include the following:

- a. Screenings provided in accord with Centers for Disease Control and Prevention guidelines;
- b. Inmates shall receive either Mantoux skin testing or Interferon-gamma release assays (IGRAs) within five days of intake;
- c. Inmates who present with an initial positive tuberculosis screening result shall receive a chest radiograph.

2. All inmates shall receive a thorough nursing intake screening to include vital signs, capillary blood glucose testing for persons with diabetes, peak expiratory flow rate for persons with asthma, and oxygen saturation for persons with emphysema.

F. Access to Care

1. Correctional officers shall make blank health service request forms available to inmates, and only health care staff shall collect completed health service request forms. Locked boxes shall be available in dorm and open-cell housing units for inmates to submit health service request forms. Health care staff shall pick up

completed health service request forms directly from inmates in lockdown units during medication passes twice a day.

2. The following procedures regarding completed health service request forms and nursing triages shall be followed:
 - a. Health care staff shall collect and triage completed health service request forms at least twice a day to determine the urgency based on the complaint;
 - b. All inmates with emergent issues shall be seen immediately, urgent issues within 24 hours, and routine requests shall be scheduled within 72 hours;
 - c. All inmates experiencing symptoms shall have vital signs taken during their face-to-face evaluations; and
 - d. Nurses shall review the charts of the inmates being evaluated during all triages.
3. All nursing sick call encounters shall occur in a room with an examination table, sink, proper lighting, proper equipment, and with a medical record.
4. When a nurse determines clinician follow-up is necessary for diagnosis and treatment of an inmate's condition, the inmate shall be referred to a physician, physician's assistant, or nurse practitioner for a face-to-face evaluation that takes place immediately for emergent concerns, within 24 hours for urgent concerns, and within 14 days for non-emergent or non-urgent concerns.

G. Outpatient Housing Unit (OHU)

1. The following procedures for inmates housed in the OHU for medical treatment shall be followed:
 - a. Physicians, Nurse Practitioners, or Physician's Assistants shall sign an admittance order for patients housed in the OHU; to be followed by a complete history and exam within 72 hours;
 - b. Inmates admitted to the OHU shall receive daily checks to include review of symptoms and vital signs by RNs; to be documented in the inmate's medical record;
 - c. Physicians shall examine patients housed in the OHU no less frequently than every 14 days; and
 - d. ***Correctional officers shall notify medical staff immediately when an inmate in the OHU is requesting medical assistance.***
2. The OHU shall be made compliant with Americans for Disabilities Act regulations.

H. Chronic Care

1. Health care services shall include a chronic disease management program.
2. The chronic disease management program shall conform to contemporary standards of care such as the National Health Lung and Blood Institute and asthma, hypertension, and lipid guidelines and American Diabetes Association guidelines.
3. All inmates with chronic illness shall be tracked on a chronic illness roster.
4. The chronic disease management program shall measure the number of inmates with chronic illness who receive their medication within a day of incarceration.

I. Specialty Care

1. Specialty care appointments shall be tracked in a log that identifies 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.
2. Inmates whose specialty appointment exceeds three months should be examined by a physician, physician's assistant, or nurse practitioner monthly and evaluated to determine if urgent evaluation is indicated.
3. Specialty consultant arrangements for pulmonology and ophthalmology shall be developed.

J. Pharmacy and Medication Administration

1. Nursing staff shall observe patients taking medications, especially when Direct Observation Therapy is required by the physician's order.
2. ***Nursing staff shall deliver medications with the lights on in administrative segregation areas and observe patients ingest their medications.***
3. Medication administration shall be documented immediately after administration, with the exception of inmates housed on the second tier of the administrative segregation areas. For those inmates housed on the second tier in the lockdown areas, the nurses shall follow the following procedure:

- a. Prior to the start of each pill pass, while in the pharmacy, the nurse will put the medications inside pill envelopes labeled with the patient's name and Jail Identification Number;
 - b. Nurses will push the medication carts into the pods;
 - c. After entering the pod, the nurse will carry the envelopes in his/her hands or pockets and will go cell door to cell door to administer the medications; and
 - d. Once the entire pill pass is completed, the nurse will return to the medication cart and push the cart outside the housing unit to complete charting.
4. All hygiene practices while dispensing and administering medications shall conform to nationally accepted professional standards.
 5. All methadone treatment services for inmates shall conform with state and federal regulations.
 6. Access to pharmacy keys shall be limited only to health care staff assigned to work in the pharmacy and the Director of Nursing. The pharmacy door shall remain closed and locked when pharmacy staff is not present. All medication cabinets shall remain locked at all times. Nursing Supervisors and Director of Nursing shall monitor control of the pharmacy daily by direct observation.

K. Dental Care

1. The County shall employ sufficient numbers of dental staff to provide timely access to adequate dental care.
2. A qualified or appropriately trained clinician shall triage dental care requests to identify emergent or urgent issues that require treatment of pain or infection.

L. Medical Records

1. The County, through Corizon, shall implement an electronic health record for inmates within the first year of Corizon's contract.
2. All paper medical records shall be controlled via a sign-out procedure, and paper files shall be centrally located to increase accountability.
3. Medical records paperwork shall be filed in a timely manner.
4. ***Correctional staff shall not have access to the completed intake screening form.***

M. Self-Monitoring, Quality Improvement, and Reviews

1. The County shall train all nurses on appropriate nursing protocols during new employee orientation, and Nurse Supervisors shall review nursing competencies annually.
2. Any unorthodox treatment provided by physicians shall be subject to peer review.
3. Physicians shall be evaluated annually by peer review, and nurses shall be evaluated annually by their supervisors.
4. A Medical/Behavioral Quality Improvement Committee that includes the Medical Director, psychiatrist, registered nurse, pharmacy representative, Department of Public Health representative, and correctional representative shall meet quarterly for the purpose of peer review and systematically analyzing and improving processes and the quality of medical care.
5. Each quarter, the Quality Improvement Committee shall monitor several of the following key processes of care:
 - a. Numbers of inmates who missed intake screening;
 - b. Numbers of inmates who missed TB screening at intake;
 - c. Numbers of inmate health requests submitted daily, numbers triaged within 24 hours, and the numbers who received face-to-face evaluations within 72 hours;
 - d. The percent of inmates who received their first dose of medication within 24 hours of prescription;
 - e. The number of medical records that could not be located upon request;
 - f. The length of time to specialty appointment by service;
 - g. The number of inmates with chronic illnesses who received their medications within a day of incarceration; and
 - h. The number of inmates with chronic illnesses who received a history and physical examination by a provider within two weeks of incarceration.
6. The Medical Director shall ensure that any corrective action recommended by the Medical/Behavioral Health Quality Improvement Committee is implemented and completed within 30 days of the report making such recommendations, unless there are extenuating circumstances preventing implementation and completion within such timeframe in which case it shall occur as soon as reasonably practical.

N. Mortality Reviews

1. Mortality reviews shall include a written report.
2. Mortality reviews shall include identification of problems for which corrective action is undertaken.
3. *Autopsies shall be performed for all deaths, except for those caused by suicide or homicide, or where the cause of death can be conclusively determined from the facts known before the death.*

II. MENTAL HEALTH CARE

A. Staffing

1. Clinical decisions, diagnoses, and treatment plans shall only be made by licensed mental health clinicians (psychiatrists, psychologists, therapists, clinical social workers, psychiatric nurses). Licensed mental health clinicians shall review and cosign record entries made by Licensed Psychiatric Technicians (LPTs) and Licensed Vocational Nurses (LVNs) when the LVNs and LPTs are providing behavioral health services.
2. The County shall employ the number of mental health care providers necessary to provide adequate mental health care and supervision.
3. The total psychiatrist time provided shall be a minimum of 50 to 55 hours per week.
4. In the event group sessions are conducted by unlicensed mental health staff, the group shall be strictly educational, and staff shall provide participants with a handout specifying that no discussion of personal issues may occur.

B. Continuity of Care

1. The County shall provide continuity of care from admission to transfer or discharge from the facility, including referral to community-based providers, when indicated. Jail health care staff shall provide discharge planning for sentenced inmates with serious mental health disorders, including connecting such inmates to community health care providers, community social services, community-based housing, and/or appropriate services per the individual's need. The same services will be provided to unsentenced inmates provided adequate time is available prior to a legally mandated release.

2. The County shall develop and implement a system that allows patients who are prescribed psychiatric medications to have access to these medications as soon as possible following their release from jail.
3. *The Department of Behavioral Health (DBH) shall collaborate with mental health staff to provide continuity of care with psychiatric medications and referrals to DBH services, and mental health staff shall have access to the DBH computerized information database to facilitate such care.*
4. *The County shall coordinate transportation, as necessary, with outside agencies and applicable community resources for inmates with serious mental illness who are released from custody.*

C. Psychiatry Services

1. Psychiatric medications, including but not limited to antipsychotic medications, shall be prescribed to inmates with mental illness in accord with nationally accepted professional standards for the treatment of serious mental illness.
2. Physicians shall “bridge” all verified, valid prescriptions for inmates who enter the facility currently on psychiatric medications. Inmates who receive such bridge medications shall receive a face-to-face evaluation with a psychiatrist within seven days of initiation of the medication. Follow-up face-to-face evaluations shall occur as needed, but within 30 days following the initial visit. Subsequent face-to-face evaluations by the psychiatrist shall occur as needed, but at intervals of no more than 90 days.
3. Inmates who are prescribed psychiatric medications by the psychiatrist (i.e., not “bridge” medications) shall receive follow-up face-to-face evaluations with a psychiatrist as needed depending on their clinical status, but no later than 30 days following the initial visit. Subsequent visits shall occur as needed but at intervals of no more than 90 days.

D. Intake

1. The Health Care Screening Form shall include a question regarding any history of mental health problems or treatment, hospitalizations, and/or current or previous thoughts of self-harm.

E. Suicide Prevention

1. Mental health clinicians shall complete a comprehensive suicide risk assessment form for all inmates who display signs of suicide risk to determine if the inmate presents a low, moderate, or high risk of suicide. Mental health clinicians shall complete a new form if there are indications of any modification of risk factors, including but not limited to any suicide attempts or expressions of suicidal ideation.
2. Inmates displaying signs of suicide risk shall be referred to a mental health clinician for an evaluation.
3. ***The Sheriff's Office and health care staff shall develop and implement policies and procedures for housing and monitoring inmates that present a low or moderate risk of suicide. Low-risk inmates shall be monitored at least monthly by mental health staff and shall be housed with other inmates or, if they cannot be housed with other inmates, in housing where they can be frequently monitored by correctional staff. Moderate-risk inmates shall be monitored at least weekly by mental health staff and shall be housed with other inmates unless they pose a safety and security threat to other inmates. Moderate-risk inmates shall also be housed in locations that allow custody staff to observe and communicate with these inmates on a daily basis.***
4. Sentenced inmates who have been identified as a moderate or high level of suicide risk on their most recent comprehensive suicide risk assessment form shall receive an evaluation by a mental health clinician prior to their release to the community for appropriate referrals or initiation of an involuntary psychiatric hold pursuant to Welfare and Institutions Code Section 5150. The same services will be provided to unsentenced inmates provided adequate time is available prior to a legally mandated release.
5. All health care staff shall receive training regarding suicide prevention during new employee orientation, and updated training annually. Correctional officers shall receive suicide awareness and prevention training annually. All such training shall be provided by a licensed clinician having expertise in correctional suicide prevention and the use of a suicide risk assessment form.

F. Behavior Management

1. ***The Sheriff's Office shall assist jail mental health staff in the development and implementation of behavior management plans for inmates with serious mental illness who engage in repeated acts of misconduct with the goal of reducing their placements, or shortening the length of time they spend, in lockdown administrative segregation housing.***

2. ***Correctional staff assigned to Population Management who are familiar with the housing of inmates with serious mental illness shall be included in administrative meetings where behavior management plans are developed and reviewed.***

G. Administrative Segregation

1. The Sheriff's Office shall adopt and implement a policy of leaving open all of the cell door portal coverings in 2D of the South Annex Jail from 7:00 a.m. to 10:00 p.m. unless an inmate requests that it remain closed or it is necessary to temporarily close the portal for exigent circumstances related to jail security.
2. ***The Sheriff's Office and jail mental health staff shall collaborate to adopt and implement a policy of housing no inmates with serious mental illness in 2D of the South Annex Jail or the A Pods and FF Units in the Main Jail unless those inmates demonstrate a current threat to jail security, inmate and/or officer safety, as documented by correctional staff, that prevents them from being safely housed in less restrictive locations.***
3. ***In the event any inmates with serious mental illness (SMI) must be housed in 2D, correctional and mental health staff shall ensure those inmates are offered to be taken out of their cells for recreation a minimum of 7 hours per week and mental health treatment shall be offered 3 times per week.***
 - a. ***Inmates with SMI who are placed in isolation in 2D cells for more than 48 hours are to have their cases reviewed by a multidisciplinary team consisting of corrections and mental health staff every two weeks. Decisions for an individual's continued housing in isolation includes input from a licensed mental health clinician.***
 - b. ***Out-of-cell structured behavioral health services for individuals with SMI held in isolation in 2D cells will be offered:***
 - i. ***A minimum of three out-of-cell mental health contacts per week consisting of structured individual or group therapeutic/educational treatment and programming, each lasting approximately one hour with appropriate duration to be determined by a mental health clinician.***
 - ii. ***At a minimum, one one-to-one structured therapeutic contact session will be offered by a mental health clinician. The remaining two contacts per week may either be additional one-to-one structured therapeutic contacts or group therapeutic/educational contact sessions.***
 - c. ***Mental health contacts are to be documented indicating type and duration of activity.***

4. *In the event any inmates with serious mental illness must be housed in FF Units, correctional and mental health staff shall ensure those inmates are offered to be taken out of their cells for recreation a minimum of 7 hours per week and mental health treatment shall be offered 3 times per week.*
 - a. *Inmates with SMI who are placed in isolation in FF cells for more than 48 hours are to have their cases reviewed by a multidisciplinary team consisting of corrections and mental health staff every two weeks. Decisions for an individual's continued housing in isolation includes input from a licensed mental health clinician.*
 - b. *Out-of-cell structured behavioral health services for individuals with SMI held in isolation in FF cells will be offered:*
 - i. *A minimum of three out-of-cell mental health contacts per week consisting of structured individual or group therapeutic/educational treatment and programming, each lasting approximately one hour with appropriate duration to be determined by a mental health clinician.*
 - ii. *At a minimum, one one-to-one structured therapeutic contact session will be offered by a mental health clinician. The remaining two contacts per week may either be additional one-to-one structured therapeutic contacts or group therapeutic/educational contact sessions.*
 - c. *Mental health contacts are to be documented indicating type and duration of activity.*
 5. *Medical staff shall complete health checks on all inmates in 2D of the South Annex Jail and the A Pods and FF Units in the Main Jail at least three times a week and document the checks to include any verbal exchange allowing inmates to report any health or mental health needs or concerns.*
 6. ***The Sheriff's Office shall adopt and implement a policy of reviewing the status of inmates with serious mental illness housed in A Pods in the Main Jail at least once every 30 days to determine if the inmate can be moved to less restrictive housing. Jail mental health staff shall assess SMI inmates' housing requirements, which shall be discussed at monthly administrative meetings with custody and health care staff. This provision is not intended to and does not require a new mental health assessment of all inmates with serious mental illness every 30 days so long as jail mental health staff have adequate information to make an informed and meaningful recommendation about whether SMI inmates should continue to be housed in that unit.***
- H. Quality Improvement

1. The quality improvement committee that meets quarterly shall collect and manage data to develop corrective action plans in response to mental health program weaknesses that are identified. Areas that require recurrent review include, but are not limited to, the following:
 - Timely continuity of verified community prescriptions for psychiatric medications;
 - Continuity of care for inmates with serious mental illness leaving custody;
 - Timely triage of health care service request forms describing mental health symptoms; and
 - Health checks of inmates in 2D of the South Annex Jail and the A Pods and FF cells in the Main Jail.

III. ACCOMMODATIONS FOR INMATES WITH DISABILITIES

A. Housing

1. The Sheriff's Office shall house inmates with disabilities in facilities that accommodate their disabilities no later than 24 months from issuance of the consent decree. In the interim, the Sheriff's Office shall house inmates with disabilities in the most integrated and appropriate housing possible, based on their disabilities.
2. The County shall provide accessible toilets and showers in units where inmates requiring special accommodations for access are housed no later than 24 months from issuance of the consent decree. Accessible toilets and showers shall have such physical features as grab bars, shower seats, no shower curbs, no stairs, and pathways wide enough to permit wheelchair/walker access, etc. In the interim, the Sheriff's Office shall house inmates with disabilities in the most integrated and appropriate housing possible, based on their disabilities.
3. ***The Sheriff's Office and medical staff shall communicate to determine appropriate housing for inmates with disabilities. Medical staff shall make available all information needed to make adequate housing decisions.***
4. The Sheriff's Office shall create and implement the use of a centralized list of housing placements with accessible features to simplify housing decisions and identify gaps in placement options. This list shall separately identify each cell in the Outpatient Housing Unit, since these vary in their accessible features.
5. ***The Sheriff's Office and medical staff shall collaborate to implement the use of a system that reflects an assessment of an inmate's functional limitations and***

restrictions, including but not limited to:

- a. The need for an accessible shower and toilet;*
 - b. The need for ground floor housing;*
 - c. The need for no stairs in the path of travel;*
 - d. The need for level terrain; and*
 - e. The need for and description of assistive devices and the conditions in which they are to be used (e.g., use of a wheelchair full time, for all distances greater than 50 feet, whenever out of cell/bed area, etc.).*
6. The following information shall be included in Offendertrak:
- a. The need for an accessible shower or toilet;
 - b. The need for a lower bunk;
 - c. The need for assistive devices;
 - d. The need for ground floor housing;
 - e. The need for level terrain;
 - f. The need for no stairs in the path of travel.
7. The Sheriff's Office shall not place inmates with disabilities in the OHU unless they are receiving medical care or treatment, or there is no other housing location where they can be reasonably accommodated. Inmates with disabilities who are housed in the OHU because they cannot be reasonably accommodated in other locations shall receive equal access to services, programs, and activities.

B. Assistive Devices

- 1. The Sheriff's Office and jail health care staff shall collaborate to develop standardized procedures for the prescription, ordering, retention, and confiscation of assistive devices. Policies shall be developed in a manner that is protective of the safety and security of inmates and staff while affording equal access to jail programs, services, and activities for inmates with disabilities.*
- 2. An inmate who arrives at the jail with an assistive device shall be allowed to retain the device, or shall be provided with a jail-issued equivalent device, so long as it does not constitute an immediate risk of bodily harm or threaten the security of the facility, unless a jail physician documents that the device is not medically necessary or reasonable to allow equal access to jail programs, services, or activities.*
- 3. The Sheriff's Office shall provide assistive devices prescribed by a jail physician to inmates as soon as reasonably practical, so long as the device does not constitute an*

immediate risk of bodily harm to inmates or staff, or threatens the security of the facility.

4. *The Watch Commander shall be responsible for determining if an assistive device constitutes an immediate risk of bodily harm or threatens the security of the facility. If the Watch Commander makes such a determination, correctional staff shall consult with medical staff to determine an appropriate alternative accommodation that shall be provided. Assistive devices shall not be confiscated if another inmate is the source of the security threat.*

C. Training and Management

1. *American with Disabilities Act (ADA) training shall be provided to all new health care staff and correctional staff, and to all other existing staff as needed on an ongoing basis.*
2. *The Sheriff's Office ADA Coordinator shall confer with medical staff monthly to review whether accommodations for inmates with disabilities continue to be appropriate and necessary.*

D. Grievances

1. The Sheriff's Office shall provide an inmate grievance system that inmates with disabilities may use to contest any disability-based discrimination or violations of the ADA, and will provide a prompt and equitable resolution to each issue raised.
2. The Sheriff's Office shall train all correctional staff assigned to screen or review grievances to identify requests for reasonable accommodations and allegations of disability-based discrimination or violations of the ADA.
3. The Sheriff's Office ADA coordinator shall review all ADA related complaints, assign an ADA trained officer to investigate the complaints and provide substantive responses.

E. Notice and Effective Communication

1. The inmate handbook shall be revised at the next printing (2016) to include additional information regarding the "Americans with Disabilities Act," "Disabilities," and how to request "Reasonable Accommodations." The contact information of the jail's designated ADA coordinator and the disability complaint procedures shall be made available in the inmate handbook. Inmates shall be provided jail inmate handbooks during the intake booking process. Until the handbook can be updated and printed, an addendum shall be provided inside each handbook distributed.

2. The Sheriff's Office shall post and disseminate ADA notices in alternative formats to promote effective communication, and make available grievance forms to address ADA related complaints.
3. The Sheriff's Office shall develop and implement policies such that inmates with communication deficits are provided with reasonable accommodations (e.g., reading and writing assistance). This shall include both communications to the inmates (Jail rules, policies, notices, etc.) and addressing needs for the inmate to communicate with jail staff.

IV. JAIL SAFETY AND SECURITY

A. Staffing

1. The County shall employ adequate numbers of qualified correctional officers to comply with this Remedial Plan as outlined in the Staffing Plan with the hiring of 127 Correctional Officers over a three year period, or as soon thereafter as the labor pool permits.
2. The Sheriff's Office shall implement a staffing plan designed to reduce inmate-on-inmate violence in the jails. This plan includes the hiring of 127 new correctional officers spread over three years, or as soon thereafter as the labor pool permits. These 127 Correctional Officer positions shall be formally added to the County's Salary Resolution upon Court approval of the Consent Decree.
3. Correctional staff shall conduct appropriate rounds with sufficient frequency to provide inmates with adequate supervision and reasonable safety. More frequent rounds shall be conducted for inmates requiring more intensive supervision for safety and security reasons.

B. South Annex Jail

1. The South Annex Jail is an antiquated facility, and shall be considered for being taken off-line as soon as practicable.
2. While the South Annex Jail remains in use, there shall be assigned adequate numbers of correctional officers to protect inmates from an unreasonable risk of harm from violence and injury from other inmates and physical plant deficiencies.

C. Use of Force and Quality Assurance

1. The Sheriff's Office shall reintroduce de-escalation tactics and techniques into the annual training plan to reinforce the importance of communication skills in relationship to a correctional facility environment. This training shall be introduced to staff in fiscal year 2014/2015.
2. The Sheriff's Office shall document all incidents (including those that are serious) involving inmates that include suicides, suicide attempts, inmate-on-inmate violence, use of force by staff, fires, escapes and deaths.
3. All documented incidents of the use of force shall be reviewed by the Jail Sergeant and Watch Commander within 24 hours of the report being submitted, and by facility commanders on a monthly basis.
4. All pre-planned uses of force shall be video recorded.
5. Jail Command Staff shall conduct quality assurance reviews on a monthly basis of all documented incidents involving suicides, suicide attempts, inmate on inmate violence, use of force by staff, sexual assaults, fires, escapes, and deaths, and information developed during those reviews shall be incorporated into improving policies, procedures, and practices to remedy any deficiencies identified.
6. Quality Assurance criteria, policies and procedures shall be developed to guide the protocols of the Jail Command staff's monthly meetings and review, to include assaults, fights, deaths, fires, use of force, escapes, sexual assaults, physical plant safety concerns, control of flammables/caustics, emergency preparedness, emergency key testing, facility sanitation compliance and contract oversight. This group shall also examine systems of control, Jail policies and procedures, incident trends, and make appropriate recommendations for corrective action to the Jail Administrator.
7. Uses of force incidents shall be reviewed by the Jail Sergeant and Watch Commander as provided herein. Violations of use-of-force policies shall be properly addressed via the chain of command and necessary Supervisor Incident Reports. Remedial training shall be directed by supervisory/management staff if it is determined to be necessary and/or appropriate. As appropriate, incidents shall be directed to Sheriff's Internal Affairs for possible policy violations, or to the District Attorney's Office if investigation determines such referral is appropriate.
8. The Jail Command Staff (Captains and Lieutenants) shall evaluate the appropriateness of all uses of force as a part of their scheduled agenda during their

monthly meetings. A Jail Sergeant shall be assigned the collateral duty as Use of Force Review Coordinator and be responsible to produce the reports, data and necessary videos for review at these meetings. The findings of this group shall be forwarded up the chain of command to the Sheriff, with any use of force suspected to be outside of law and/or policy directed to Internal Affairs for additional investigation, as necessary.

D. Classification

1. The Sheriff's Office shall maintain an appropriate classification system to protect inmates from unreasonable risk of harm. Inmates shall be timely classified and placed in housing appropriate for security and safety. The system shall include consideration of an inmate's security level, suicide risk, and past behavior.

E. Inmates with Mental Illness

1. The Sheriff's Office shall gather statistical and comparative data on the uses of force involving inmates with serious mental illness.
2. ***The County shall conduct initial and periodic training for all correctional staff on how to recognize symptoms of mental illness and respond appropriately. Such training shall be conducted by a registered nurse and shall include instruction on how to recognize and respond to mental health emergencies.***

F. Restraint Chairs

1. Inmates shall not be placed in restraint chairs unless there is sufficient justification for such placement that is documented in an incident report.
2. Correctional staff shall review whether the inmate can be removed from the restraint chair no later than two hours after the time of initial placement in the chair.
3. Inmates shall not be held in restraint chairs for longer than four hours.
4. ***Correctional staff shall notify the on-duty charge nurse of the use of a restraint chair at the time of initial placement.***
5. Correctional staff shall provide proper nutrition, hydration, and toileting as safely as possible during the duration of restraint chair placements.
6. Correctional staff shall observe inmates placed in restraint chairs at least two times each successive half hour after the time of initial placement.

G. Physical Plant

1. The County shall maintain the physical plant of the facility, with special emphasis on security door maintenance. All security doors and locks shall be in proper working order in a manner that maintains appropriate security and safety for jail staff and inmates.
2. The Sheriff's Office shall maintain in working order all cameras, alarms and other monitoring equipment at the jail.

H. Fire, Emergency, and Tool Safety

1. The County's Internal Services Department Facility Services Division shall maintain the jail in a manner that provides adequate fire safety. The Sheriff's Office shall take all reasonable measures to provide that: (a) inmates can be evacuated in a safe and timely manner during an emergency; (b) emergency exit routes are free of obstacles, maintained in a safe manner, and available for use; (c) emergency keys are readily available to staff; and (d) fire exit plans are posted and clearly labeled.
2. The Sheriff's Office shall develop and implement a written comprehensive fire and safety emergency/disaster plan and appropriately train staff in implementing the plan. Mock fire drills shall also be conducted to make staff familiar with safety procedures and evacuation methods.
3. All emergency keys shall be appropriately marked and identified, consistently stored in a quickly accessible location, tested annually, and staff shall be adequately trained in the use of these keys.
4. All correctional staff shall receive basic Fire and Life Safety training during their first year of training in the Basic Correctional Officer Core Course Academy. The Sheriff's Training Unit shall conduct supplemental Fire Suppression and Evacuation Procedure training during the 2014/2015 fiscal year training cycle. Additional Fire and Life Safety/evacuation procedures shall be conducted on each shift, by shift supervisors on an as-needed basis.
5. The County's Internal Services Department Facility Services Division shall develop and implement written policies and procedures for the introduction and control of tools in all Jail facilities subject to review and approval by the Sheriff's Office.

I. Policies and Procedures

1. The Sheriff's Office shall develop and implement new policies, procedures and post orders as needed to comply with the provisions of this Remedial Plan, including but not limited to the implementation of proper policies, procedures, post orders and corrective action plans to address problems uncovered during the course of quality assurance review activities.
2. ***Upon Court approval of the Consent Decree, appropriate training shall be formulated and conducted with all staff regarding the requirements of the Consent Decree and Remedial Plan, as well as changes to policies, procedures and/or post orders.***
3. The Sheriff's Office will review and update all facility policies and post orders as appropriate to reasonably provide adequate safety and security in the jails.

MINIMUM STAFFING LEVELS

North Annex/Main/South Jails

Medical Staffing

POSITION	Mon	Tue	Wed	Thu	Fri	Sat	Sun	TBS*	Hrs/ Wk	FTE
DAY SHIFT										
Health Services Administrator	8	8	8	8	8				40	1.000
Medical Director	8	8	8	8	8				40	1.000
Physician	8	8	8	8	8				40	1.000
NP/PA	16	16	16	16	16	16	16		112	2.800
Assistant Health Services Administrator	8	8	8	8	8				40	1.000
Director of Nursing	8	8	8	8	8				40	1.000
RN – Care Manager	32	32	32	32	32				460	4.000
RN – Nurse Supervisor	8	8	8	8	8	8	8		56	1.400
RN – Booking	24	24	24	24	24	24	24		168	4.200
RN – H&P/Sick Call/Emergencies/Detox	24	24	24	24	24	24	24		168	4.200
RN – Outpatient Housing Unit (Infirmary)	8	8	8	8	8	8	8		56	1.400
LVN – Medication Pass	40	40	40	40	40	40	40		280	7.000
LVN – Orders/Diabetics/Labs/Treatments	24	24	24	24	24	24	24		168	4.200
LVN – Booking	8	8	8	8	8	8	8		56	1.400
Medical Assistant	24	24	24	24	24	24	24		168	4.200
Administrative Assistant – Medical	8	8	8	8	8				40	1.000
Medical Records Clerk	32	24	24	24	24	16	24		168	4.200
Dentist	8	8	8	8	8				40	1.000
Dental Hygienist				8					8	0.200
Dental Assistant	8	8	8	8	8				40	1.000
Optometrist		8		8					16	0.400
Total Day Shift	304.0	304.0	296.0	312.0	296.0	192.0	200.0		1904.0	47.600
EVENING SHIFT										
NP/PA	8	8	8	8	8	88	8		56	1.400
RN – Nurse Supervisor	8	8	8	8	8	8	8		56	1.400
RN – Booking	24	24	24	24	24	24	24		168	4.200
RN – H&P/Sick Call/Emergencies/Detox	24	24	24	24	24	24	24		168	4.200
RN – Outpatient Housing Unit (Infirmary)	8	8	8	8	8	8	8		56	1.400
LVN – Medication Pass	40	40	40	40	40	40	40		280	7.000
LVN – Orders/Diabetics/Labs/Treatments	24	24	24	24	24	24	24		168	4.200
LVN – Booking	8	8	8	8	8	8	8		56	1.400
Medical Assistant	24	24	24	24	24	24	24		168	4.200
Medical Records Clerk	32	24	32	24	16	16	24		168	4.200
Total Evening Shift	200	192	200	192	184	184	192		1344	33.600
NIGHT SHIFT										
RN – Nurse Supervisor	8	8	8	8	8	8	8		56	1.400
RN – Booking	24	24	24	24	24	24	24		168	4.200
RN – Emergencies/Detox	24	24	24	24	24	24	24		168	4.200
RN – Outpatient Housing Unit (Infirmary)	8	8	8	8	8	8	8		56	1.400
LVN – Diabetics/Labs/Court Medications/Scheduling	24	24	24	24	24	24	24		168	4.200
LVN – Booking	8	8	8	8	8	8	8		56	1.400
Total Night Shift	96		672	16.800						
TOTALS	600	592	592	600	576	472	488		3920	98.000

**These positions may be subcontracted.*

Behavioral Health Staffing

POSITION	Mon	Tue	Wed	Thu	Fri	Sat	Sun	TBS*	Hrs/ Wk	FTE
DAY SHIFT										
Mental Health Director	8	8	8	8	8				40	1.000
Psychiatrist	8		8		8				24	0.600
Psychiatrist (telepsych)		8		8		8	8		32	0.800
Psych NP	8	8	8	8	8				40	1.000
LCSW/LMFT	24	24	24	24	24	24	24	24	168	4.200
Discharge Planner	8	8	8	8	8	8	8		56	1.400
Psych Tech/LVN	8	8	8	8	8	8	8		56	1.400
Administrative Assistant – Mental Health	8	8	8	8	8				40	1.000
Total Day Shift	72	72	72	72	72	48	48		456	11.400
EVENING SHIFT										
LCSW/LMFT	16	16	16	16	16	16	16		112	2.800
Psych Tech/LVN	8	8	8	8	8	8	8		56	1.400
Total Evening Shift	24	24	24	24	24	24	24		168	4.200
NIGHT SHIFT										
LCSW/LMFT	8	8	8	8	8	8	8		56	1.400
Total Night Shift	8	8	8	8	8	8	8		56	1.400
TOTALS	104	104	104	104	104	80	80		680	17.000

SUD Staffing

POSITION	Mon	Tue	Wed	Thu	Fri	Sat	Sun	TBS*	Hrs/ Wk	FTE
DAY SHIFT										
Care Manager	8	8	8	8	8				40	1.000
Group Facilitator	16	16	16	16	16				80	2.000
LCSW/LMFT - Assessments	8	8	8	8	8				40	1.000
Substance Abuse Counselor	8	8	8	8	8				40	1.000
Total Day Shift	40	40	40	40	40				200	5.000
TOTALS	40	40	40	40	40				200	5.000

Community Mental Health Block Grant Application (MHBG)

FY 2017-18

Presented to:

State of California
Department of Health Care Services



Dawan Utecht, Director
Department of Behavioral Health

August 2017

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State of California —Health and Human Services Agency

Department of Health Care Services

Enclosure 1

SUBSTANCE ABUSE AND MENTAL HEALTH SERVICES ADMINISTRATION (SAMHSA)
CENTER FOR MENTAL HEALTH SERVICES (CMHS)
BLOCK GRANTS FOR COMMUNITY MENTAL HEALTH SERVICES (MHBG)
SFY 2017-18 PLANNING ESTIMATE WORKSHEET

COUNTY: FRESNO

DATE: June 23, 2017

DUNS NUMBER: _____

PROPOSED ALLOCATION \$ 2,012,097

Base Allocation \$ 1,593,198

Dual Diagnosis Set-Aside \$ 418,899

The County Mental Health Department requests continuation of the SAMHSA, CMHS Block Grants for Community Mental Health Services (MHBG). These funds will be used in accordance with Public Law 102-321 (42 U.S.C., Sections 300x through 300x-13), and Public Law (PL) 106-310, and will be used as stated in the enclosed Community Mental Health Services Block Grant Funding Agreements with Federal Requirements on Use of Allotments, and the Certification Statements.

The estimate is the proposed total expenditure level for SFY 2017-18. The estimate above is subject to change based on the level of appropriation approved in the State Budget Act of 2017. In addition, this amount is subject to adjustments for a net reimbursable amount to the county. The adjustments include, but are not limited to, Gramm-Rudmann-Hollings (Federal Deficit Reduction Act) reductions, prior year audit recoveries, federal legislative mandates applicable to categorical funding, augmentations, etc. The net amount reimbursable will be reflected in reimbursable payments as the specific dollar amounts of adjustments become known for each county.

The county will use this estimate to build the county’s SFY 2017-18 budget for the provision of mental health services for adults with serious mental illness (SMI) and children with serious emotional disturbance (SED).

Chairman, County of Fresno, Board of Supervisors

Date

Brian Pacheco, Chairman, Board of Supervisors
Print Name

DHCS 1750 (04/14)

FY 2017-18 MHBG Renewal Application

Enclosure 4
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**COMMUNITY MENTAL HEALTH SERVICES BLOCK GRANT FUNDING
AGREEMENTS**

Public Law 106-310 (Children's Health Act of 2000)
Public Law 102-321; Title II-Block Grants to States Regarding
Mental Health & Substance Abuse
Part B of Title XIX of the Public Health Service Act [42 U.S.C. 300x-1 et seq.]

The county, as recipient of grant funds, acknowledges and agrees that the county and its subcontractors shall provide services in accordance with all applicable federal and State statutes and regulations including the following:

Section 1911

Subject to Section 1916, the State/County involved will expend the grant only for the purpose of:

- (1) Carrying out the plan submitted under Section 1912(a) [State Plan for Comprehensive Community Mental Health Services] by the State for the fiscal year involved;
- (2) Evaluating programs and services carried out under the plan; and
- (3) Planning, administration, and educational activities related to providing services under the plan.

Section 1912

(c)(1) & (2) [As a funding agreement for a grant under Section 1911 of this title the Secretary establishes and disseminates definitions for the terms "adult with a serious mental illness" and "children with a serious emotional disturbance" and the State/County will utilize such methods [standardized methods, established by the Secretary] in making estimates [of the incidence and prevalence in the County of serious mental illness among adults and serious emotional disturbance among children].

Section 1913

(a)(1)(C) the County will expend for such system [of integrated services described in Section 1912(b)(3)] not less than an amount equal to the amount expended by the County for fiscal year 1994.

[A system of integrated social services, educational services, juvenile services, and substance abuse services that, together with health and mental health services, will be provided in order for such children to receive care appropriate for their multiple needs (which includes services provided under the Individuals with Disabilities Education Act)].

(b)(1) The County will provide services under the plan only through appropriate qualified community programs (which may include community mental health centers, child mental health programs, psychosocial rehabilitation programs, mental health peer-support programs, and mental health primary consumer-directed programs).

FY 2017-18 MHBG Renewal Application

(b)(2) The State agrees that services under the plan will be provided through community mental health centers only if the centers meet the criteria specified in subsection (c).

(c)(1) With respect to mental health services, the centers provide services as follows:

- (A) Services principally to individuals residing in a defined geographic area (hereafter in the subsection referred to as a "service area").
- (B) Outpatient services, including specialized outpatient services for children, the elderly, individuals with a serious mental illness, and residents of the service areas of the centers who have been discharged from inpatient treatment at a mental health facility.
- (C) 24-hour-a-day emergency care services.
- (D) Day treatment or other partial hospitalization services, or psychosocial rehabilitation services.
- (E) Screening for patients being considered for admission to state mental health facilities to determine the appropriateness of such admission.

(2) The mental health services of the centers are provided, within the limits of the capacities of the centers, to any individual residing or employed within the service area of the center regardless of ability to pay for such services.

(3) The mental health services of the centers are available and accessible promptly, as appropriate and in a manner which preserves human dignity and assures continuity and high quality care.

Section 1916

(a) The County involved will not expend the grant--

- (1) to provide inpatient services;
- (2) to make cash payments to intended recipients of health services;
- (3) to purchase or improve land, purchase, construct, or permanently improve (other than minor remodeling) any building or other facility, or purchase major medical equipment;
- (4) to satisfy any requirement for the expenditure of non-federal funds as a condition for the receipt of federal funds; or
- (5) to provide financial assistance to any entity other than a public or nonprofit private entity.

(b) The County involved will not expend more than ten percent of the grant for administrative expenses with respect to the grant.

Section 1946 PROHIBITIONS REGARDING RECEIPT OF FUNDS

(a) Establishment -

- (1) Certain false statements and representation - A person shall not knowingly and willfully make or cause to be made any false statement or representation of a material fact in connection with the furnishing of items or services for which payments may be made by a State from a grant made to the State under Section 1911 or 1921.

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- (2) Concealing or failing to disclose certain events - A person with knowledge of the occurrence of any event affecting the initial or continued right of the person to receive any payments from a grant made to a State under Section 1911 or 1921 shall not conceal or fail to disclose any such event with an intent fraudulently to secure such payment either in a greater amount than is due or when no such amount is due.
- (b) Criminal Penalty for Violation of Prohibition - Any person who violates any prohibition established in subsection (a) shall for each violation be fined in accordance with Title 18, United States Code, or imprisoned for not more than five years, or both.

Section 1947 NONDISCRIMINATION

(a) In General -

- (1) Rule of construction regarding certain civil rights laws - For the purpose of applying the prohibitions against discrimination on the basis of age under the Age Discrimination Act of 1975, on the basis of handicap under Section 504 of the Rehabilitation Act of 1973, on the basis of sex under Title IX of the Education Amendments of 1972, or on the basis of race, color, or national origin under Title VI of the Civil Rights Act of 1964, programs and activities funded in whole or in part with funds made available under Section 1911 or 1921 shall be considered to be programs and activities receiving federal financial assistance.
- (2) Prohibition - No person shall on the grounds of sex (including, in the case of a woman, on the grounds that the woman is pregnant), or on the grounds of religion, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under, any program or activity funded in whole or in part with funds made available under Section 1911 or 1921.

(b) Enforcement -

- (1) Referrals to Attorney General after notice: Whenever the Secretary finds that a state, or an entity that has received a payment pursuant to Section 1911 or 1921, has failed to comply with a provision of law referred to in subsection (a)(1), with subsection (a)(2), or with and applicable regulation (including one prescribed to carry out subsection (a)(2), the Secretary shall notify the Chief Executive Officer of the state and shall request the Chief Executive Officer to secure compliance. If within a reasonable period of time, not to exceed 60 days, the Chief Executive Officer fails or refuses to secure compliance, the Secretary may--
 - (1)(A) refer the matter to the Attorney General with a recommendation that an appropriate civil action be instituted;
 - (1)(B) exercise the powers and functions provided by the Age Discrimination Act of 1975, Section 504 of the Rehabilitation Act of 1973, Title IX of the Education

Amendment of 1972, or Title VI of the Civil Rights Act of 1964, as may be applicable; or

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- (1)(C) take such other actions as may be authorized by law.
- (2) Authority of Attorney General - When a matter is referred to the Attorney General pursuant to paragraph (1)(A), or whenever the Attorney General has reason to believe that a State or an entity is engaged in a pattern or practice in violation of a provision of law referred to in subsection (a)(1) or in violation of subsection (a)(2), the Attorney General may bring a civil action in any appropriate district court of the United States for such relief as may be appropriate, including injunctive relief.

Chairman, County of Fresno, Board of Supervisors

Date

Brian Pacheco, Chairman, Board of Supervisors
Printed Name

Fresno
County

FY 2017-18 MHBG Renewal Application

CERTIFICATIONS

CERTIFICATION REGARDING LOBBYING

- 1) No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
- 2) If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- 3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

SALARY CAP

The undersigned certifies that no grant funds will be used to pay an individual salary at a rate in excess of \$187,000 per year, not including benefits.

DRUG FREE WORK ENVIRONMENT

The undersigned certifies that reasonable efforts are made to maintain a drug-free work place in all programs supported by the Federal Block Grant funds.

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CERTIFICATION REGARDING DEBARMENT, SUSPENSION INELIGIBILITY AND VOLUNTARY EXCLUSION - LOWER TIER COVERED TRANSACTIONS

- 1) The prospective lower tier participant certified, by submission of this proposal, that neither it nor its principals or **contracted providers** is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- 2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal/application.

CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE

Public Law 103-227, also known as the Pro-Children Act of 1994 (Act), requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by an entity and used routinely or regularly for the provision of health, day care, early childhood development services, education or library services to children under the age of 18, if the services are funded by Federal programs either directly or through State or local governments, by Federal grant, contract, loan, or loan guarantee. The law also applies to children's services that are provided in indoor facilities that are constructed, operated or maintained with such federal funds. The law does not apply to children's services provided in private residences; portions of facilities used for inpatient drug or alcohol treatment; service providers whose sole source of applicable Federal funds is Medicare or Medicaid; or facilities where WIC coupons are redeemed. Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to \$1,000 for each violation and/or the imposition of an administrative compliance order on the responsible entity.

By signing this certification, the offer or contractor (for acquisitions) or applicant/grantee (for grants) certifies that the submitting organization will comply with the requirements of the Act and will not allow smoking within any portion of any indoor facility used for the provision of services for children as defined by the Act.

The submitting organization agrees that it will require that the language of this certification be included in any subawards which contain provisions for children's services and that all subrecipients shall certify accordingly.

Chairman, County of Fresno, Board of Supervisors

Date

Brian Pacheco, Chairman, Board of Supervisors
Printed Name

Fresno
County

**2017-18
MHBG PROGRAM DATA SHEET**

Complete one sheet for each MHBG funded program that supports transformation activities (as budgeted).

COUNTY: FRESNO

PROGRAM TITLE: Corizon Mental Health Psychiatric Services - Jail Psychiatric Services

PROGRAM CONTACT/TITLE: Caroline Ahlstrom LMFT Mental Health Supervisor

Phone #: (559) 600-9354 FAX: (559) 442-5277 E-Mail: caroline.ahlstrom@corizonhealth.com

MHBG FUNDING LEVEL: (Grant Detailed Program Budget, DHCS 1779, Line 38, Net Cost) \$1,672,097

TARGET POPULATION(S): (ESTIMATED **NUMBER** OF CONSUMERS TO BE SERVED IN THE YEAR WITH MHBG FUNDS)

SMI ADULT (18-59) 2424 SMI OLDER ADULT (60+) 73 SED CHILD (0-17) 0

TYPES OF TRANSFORMATIONAL SERVICE(S) PROVIDED

- Check all categories that are applicable
- Please elaborate in the narrative portion of the application

Transformational Categories	Is MHBG funding used to support this goal? If yes, Please check (√)
Americans Understand that Mental Health is Essential to Overall Health	
Mental Health Care is Consumer and Family Driven	
Disparities in Mental Health Services are Eliminated	√
Early Mental Health Screening, Assessment, and Referral to Services are Common Practice	√
Excellent Mental Health Care is Delivered and Research is Accelerated	
Technology is Used to Access Mental Health Care and Information	√

ADDITIONAL COMMENTS:

State of California —Health and Human Services Agency

Department of Health Care Services
Enclosure

6

**2017-2018
MHBG PROGRAM DATA SHEET**

Complete one sheet for each MHBG funded program that supports transformation activities (as budgeted).

COUNTY:

Fresno

PROGRAM TITLE: CONTRACT- Juvenile Justice SED Dual Diagnosis Outpatient Program

PROGRAM CONTACT/TITLE: Susan Murdock, Program Manager

Phone #: (559) 600-4876 FAX: (559) 600-7645 E-Mail: smurdock@co.fresno.ca.us

MHBG FUNDING LEVEL: (Grant Detailed Program Budget, DHCS 1779, Line 38, Net Cost) \$ 340,000

TARGET POPULATION(S): (ESTIMATED **NUMBER** OF CONSUMERS TO BE SERVED IN THE YEAR WITH MHBG FUNDS)

SMI ADULT (18-59) _____ SMI OLDER ADULT (60+) _____ SED CHILD (0-17) 72

TYPES OF TRANSFORMATIONAL SERVICE(S) PROVIDED

- Check all categories that are applicable
- Please elaborate in the narrative portion of the application

Transformational Categories	Is MHBG funding used to support this goal? If yes, Please check (√)
Americans Understand that Mental Health is Essential to Overall Health	✓
Mental Health Care is Consumer and Family Driven	✓
Disparities in Mental Health Services are Eliminated	✓
Early Mental Health Screening, Assessment, and Referral to Services are Common Practice	✓
Excellent Mental Health Care is Delivered and Research is Accelerated	✓
Technology is Used to Access Mental Health Care and Information	✓

ADDITIONAL COMMENTS:

DHCS 1751 (02/15)
State of California -Health and Human Services Agency

Department of Health Care Services
Enclosure 7
Page 1 of 3

FEDERAL GRANT DETAILED PROGRAM BUDGET

STATE FISCAL YEAR: 2017 – 2018

TYPE OF GRANT: MHBG

COUNTY: FRESNO

FISCAL CONTACT: Kirk Hill

TELEPHONE NUMBER: (559) 600-4655

EMAIL ADDRESS: khill@co.fresno.ca.us

PROGRAM NAME: SUMMARY ALL PROGRAMS

SUBMISSION DATE: August 20, 2017

PROGRAM CONTACT: Janell Sidney

TELEPHONE NUMBER: (559) 600-6831

E-MAIL ADDRESS: jsidney@co.fresno.ca.us

	STAFFING		1	2	3	
	TITLE OF POSITION	ANNUAL SALARY	GRANT FTE	LAST APPROVED BUDGET	REQUEST OR CHANGE	TOTAL
1					\$ -	
2					\$ -	
3					\$ -	
4					\$ -	
5					\$ -	
6					\$ -	
7					\$ -	
8					\$ -	
9					\$ -	
10					\$ -	
11					\$ -	
12	TOTAL STAFF EXPENSES (sum lines 1 thru 11)	\$ -	0.00	\$ -	\$ -	
13	Consultant / Contract Costs (Itemize):					
14	Jail Psychiatric Svcs Prog - Contract Corizon Health, Inc.			\$ 1,672,097	\$ 1,672,097	
15	JJ SED Dual Diagnosis Prog - Contract Mental Health Systems, Inc.			\$ 340,000	\$ 340,000	
16					\$ -	
17	Equipment (Where feasible lease or rent) (Itemize):					
18					\$ -	
19					\$ -	
20					\$ -	
21					\$ -	
22	Supplies (Itemize):					
23					\$ -	
24					\$ -	
25					\$ -	
26					\$ -	
27					\$ -	
28	Travel -Per diem, Mileage, & Vehicle Rental/Lease					
29					\$ -	
30	Other Expenses (Itemize):					
31					\$ -	
32					\$ -	
33					\$ -	
34					\$ -	
35					\$ -	
36					\$ -	
37	COUNTY ADMINISTRATIVE COSTS (10% MHBG)				\$ -	
38	NET PROGRAM EXPENSES (sum lines 12 thru 37)			\$ 2,012,097	\$ 2,012,097	
39	OTHER FUNDING SOURCES: Federal Funds					
40	Non-Federal Funds					

41	TOTAL OTHER FUNDING SOURCES (sum lines 39 & 40)			\$ -
42	GROSS COST OF PROGRAM (sum lines 38 and 41)	\$ -	\$ 2,012,097	\$ 2,012,097

DHCS APPROVAL BY:
TELEPHONE:
DATE:

DHCS 1779 (06/16)
State of California -Health and Human Services Agency

Department of Health Care Services
Enclosure 7
Page 2 of 3

FEDERAL GRANT DETAILED PROGRAM BUDGET
TYPE OF GRANT: MHBG

STATE FISCAL YEAR: 2017 – 2018

COUNTY: FRESNO
FISCAL CONTACT: Jennifer Pardo
TELEPHONE NUMBER: (559) 600-6437
EMAIL ADDRESS: jpardo@co.fresno.ca.us
PROGRAM NAME: Jail Psychiatric Svcs Prog – Contract Corizon Health, Inc.

SUBMISSION DATE: 8/20/17
PROGRAM CONTACT: Caroline Ahlstrom LMFT
TELEPHONE NUMBER: (559) 600-9354
E-MAIL ADDRESS: caroline.ahlstrom@corizonhealth.com

STAFFING			1	2	3
TITLE OF POSITION	ANNUAL SALARY	GRANT FTE	LAST APPROVED BUDGET	REQUEST OR CHANGE	TOTAL
1 Psychiatrist (DDX)	\$ 187,000	1.00		\$ 187,000	\$ 187,000
2 Mental Health Supervisor (DDX)	\$ 112,000	0.88		\$ 98,271	\$ 98,271
3 Mental Health Counselors (DDX)	\$ 95,668	7.02		\$ 671,530	\$ 671,530
4 Mental Health RNs (DDX)	\$ 69,888	2.19		\$ 153,303	\$ 153,303
5 Mental Health Specialist (DDX)	\$ 53,352	.88		\$ 46,812	\$ 46,812
6 Office Assistants (2)	\$ 39,000	1.75		\$ 68,439	\$ 68,439
7 Medical Assistants (2)	\$ 32,510	1.75		\$ 57,050	\$ 57,050
8 BENEFITS	\$ 256,482			\$ 256,482	\$ 256,482
9					
10					
11					
12 TOTAL STAFF EXPENSES (sum lines 1 thru 11)	\$ 845,900	15.48	\$-	\$ 1,538,887	\$ 1,538,887
13 Consultant / Contract Costs (Itemize):					\$-
14					\$-
15					\$-
16					\$-
17 Equipment (Where feasible lease or rent) (Itemize):					\$-
18					\$-
19					\$-
20					\$-
21					\$-
22 Supplies (Itemize):					\$-
23					\$-
24					\$-
25					\$-
26					\$-
27					\$-
28 Travel -Per diem, Mileage, & Vehicle Rental/Lease					\$-
29					\$-
30 Other Expenses (Itemize):					\$-
31					\$-
32					\$-
33					\$-
34					\$-
35					\$-
36					\$-
37 COUNTY ADMINISTRATIVE COSTS (10% MHBG)				\$ 133,210	\$ 133,210
38 NET PROGRAM EXPENSES (sum lines 12 thru 37)			\$-	\$ 1,672,097	\$ 1,672,097
39 OTHER FUNDING SOURCES: Federal Funds					
40 Non-Federal Funds					

41	TOTAL OTHER FUNDING SOURCES (sum lines 39 & 40)	\$-	\$-	\$-
42	GROSS COST OF PROGRAM (sum lines 38 and 41)	\$-	\$ 1,672,097	\$ 1,672,097

DHCS APPROVAL BY:
TELEPHONE:
DATE:

DHCS 1779 (06/16)

State of California -Health and Human Services Agency

Department of Health Care Services
Enclosure 7
Page 3 of 3

FEDERAL GRANT DETAILED PROGRAM BUDGET

STATE FISCAL YEAR: 2017 – 2018

TYPE OF GRANT: MHBG

COUNTY: FRESNO

SUBMISSION DATE: August 20, 2017

FISCAL CONTACT: Laurentius Harlan Theng

PROGRAM CONTACT: Susan Murdock, Program Director

TELEPHONE NUMBER: (559) 600-4619

TELEPHONE NUMBER: (559) 600-4876

EMAIL ADDRESS: lharlantheng@co.fresno.ca.us

E-MAIL ADDRESS: smurdock@co.fresno.ca.us

PROGRAM NAME: Juvenile Justice SED Dual Diagnosis Outpatient Program – Contract Mental Health Systems, Inc.

STAFFING				1	2	3
TITLE OF POSITION		ANNUAL SALARY	GRANT FTE	LAST APPROVED BUDGET	REQUEST OR CHANGE	TOTAL
1	Program Manager	\$ 62,920	0.34		\$ 21,393	\$ 21,393
2	Administrative Assistant- FFSAU	\$ 31,616	0.30		\$ 9,485	\$ 9,485
3	Clinical Supervisor - LCSW	\$ 75,005	0.56		\$ 42,003	\$ 42,003
4	Unlicensed MH Clinician - Girls	\$ 39,520	1.00		\$ 39,520	\$ 39,520
5	Unlicensed MH Clinician - Boys	\$ 29,640	1.00		\$ 29,640	\$ 29,640
6	Unlicensed MH Clinician - Boys	\$ 38,480	1.00		\$ 38,480	\$ 38,480
7	Vice President	\$ 89,898	0.05		\$ 4,495	\$ 4,495
8	Program Analyst	\$ 58,510	0.07		\$ 4,097	\$ 4,097
9	Benefits (State Unempl Ins., OASDI, Life, Health Ins., Worker's Comp)				\$ 32,198	\$ 32,198
10	Payroll Taxes (F.I.C.A.)				\$ 14,467	\$ 14,467
11						\$-
12	TOTAL STAFF EXPENSES (sum lines 1 thru 11)	\$425,598	4.32	\$-	\$ 235,777	\$ 235,777
13	Consultant / Contract Costs (Itemize):					
14	Interpreter Services				\$ 5,000	\$ 5,000
15	Equipment (Where feasible lease or rent) (Itemize):					
16	Equipment Purchases < or = to \$1,000				\$ 355	\$ 355
17	Equipment Repair/Maintenance				\$ 650	\$ 650
18	Supplies (Itemize):					
19	Postage & Freight				\$ 1,800	\$ 1,800
20	Office Supplies				\$ 1,150	\$ 1,150
21	Program Supplies – client education & snacks				\$ 5,350	\$ 5,350
22	Travel -Per diem, Mileage, & Vehicle Rental/Lease					
23	Staff Mileage / Vehicle Maintenance				\$ 525	\$ 525
24	Staff Travel (Out of County)				\$ 2,000	\$ 2,000
25	Other Expenses (Itemize):					
26	Communications/Cell phones/Internet				\$ 42	\$ 42
27	Staff Training/Registration				\$ 1,000	\$ 1,000
28	Licenses & Taxes				\$ 6,200	\$ 6,200
29	Prof. Fees / Acctng / Bank Charges / Other Business Svcs (new hire screen, etc.)				\$ 410	\$ 410
30	Software Expenses				\$ 100	\$ 100
31	Indirect Costs / Administrative Overhead				\$ 37,991	\$ 37,991
32	Professional & General Liability Insurance				\$ 1,650	\$ 1,650
33						
34	Utilities, Janitorial, Security, and Janitorial Supplies (incurred in County's Budget)				\$ 10,000	\$ 10,000
35	COUNTY ADMINISTRATIVE COSTS (10% MHBG)				\$ 30,000	\$ 30,000
36	NET PROGRAM EXPENSES (sum lines 12 thru 37)			\$-	\$ 340,000	\$ 340,000
37	OTHER FUNDING SOURCES: Federal Funds					
38	Non-Federal Funds					
39	TOTAL OTHER FUNDING SOURCES (sum lines 39 & 40)			\$-	\$-	\$-

40	GROSS COST OF PROGRAM (sum lines 38 and 41)	\$-	\$ 340,000	\$ 340,000
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DHCS APPROVAL BY:
TELEPHONE:
DATE:

DHCS 1779 (06/16)

PROGRAM NARRATIVE
County of Fresno Department of Public Health
Jail Psychiatric Services Program
By Corizon Health, Inc. - Contractor
FY 2017-2018

A. STATEMENT OF PURPOSE

Fresno County has a population of over 979,915 people and encompasses almost 6,000 square miles. It has one of the most culturally and ethnically diverse populations in California with over 105 different languages spoken in its homes (*Fresno County United Way 1998*). Unemployment in the County in the past year averaged 9.4%, which is the lowest it has been in seven years yet still exceeds the State (4.8%) and National (4.3%) average. In 2015, the Fresno-Madera Continuum of Care Point-in-Time (PIT) count found 1,745 homeless individuals in Fresno County. The County of Fresno Adult Detention Facilities has an average daily population of 2,714 inmates. On any given day, an estimated 25% of the jail population suffers from a severe mental illness with around 75% to 85% of these inmates having a co-occurring substance use disorder problem.

“... studies indicate that rates of serious mental illness are at least 3 to 4 times higher than the rates of serious mental illness in the general population [in jails]. Many of the mentally ill inmates are in jail because of their symptoms. When incarcerated, people with untreated mental illness are especially vulnerable to assault or other forms of intimidation by predatory inmates.” (*Criminal Justice/Mental Health Consensus Report 2002*). Also, the County jail environment can itself exacerbate the symptoms of the mentally ill, which increases the likelihood of further impairment of functioning as well as physical risk.

The need for a jail-based mental health program is evident. Jail Psychiatric Services (JPS) provides a 24-hour, 7-day a week mental health service delivery system. The program is designed to identify and stabilize mentally ill inmates, and to identify and stabilize those inmates that have co-occurring mental illness and substance use problems.

B. MEASURABLE OUTCOME OBJECTIVES

The mission of the Jail Psychiatric Services program is to provide a jail-based 24-hour, 7-day a week mental health program in the County of Fresno Adult Detention Facilities.

Objectives for FY 2017-18:

1. Serve 3,258 unique inmates between July 1, 2017 and June 30, 2018.
 - a. Provide psychiatric staff for medication management services as well as other clinical nursing staff to successfully treat this population.

- b. Provide psychiatric evaluations for an average of 271 inmates per month.
 - c. Enroll 348 unique inmates in group treatment specifically for individuals with co-occurring disorders of mental illness and substance use.
 - d. Provide discharge plans for 405 unique inmates.
2. Serve 792 unique inmates identified as having co-occurring disorders of mental illness and substance use.
 - a. JPS will document the number of inmates that will receive dual diagnosis treatment.
 3. Work with other county programs to link 30 inmates to intensive case management follow up programs either through the Behavioral Health Court in Fresno County, or to treatment programs for dual diagnosis.

JPS monitors program operations and goals on an ongoing basis. Program objectives are monitored by assigned staff. Client information stated in the Measurable Outcome Objectives section is tracked through computer database and Microsoft Excel software. Staff monitor: 1) inmates treated in all programs, 2) inmates diagnosed as having co-occurring disorders of mental illness and substance abuse, and 3) referrals to Behavioral Health Court and other programs in the community. The information is kept in a de-identified manner for review by the Program Administrator on an ongoing basis. Qualified translators will be used to augment bilingual/bicultural delivery of services when appropriate. Program activities are monitored during quarterly onsite multidisciplinary meetings. In the event there are program problems or barriers to care identified, the committee and assigned staff are responsible for developing a plan of resolution.

Objectives Achieved by JPS for FY 2016 – 2017:

1. About 2,773 unique inmates were provided services when 3,000 were projected to be served in the FY 16-17 application period. This did not meet the expected outcome. An average of 231 inmates per month were evaluated by psychiatrists working with the program when 250 were projected. This figure is lower than predicted. As in FY 2015-16, it appears that due to reduced bed capacity and variable turnover (i.e., inmates with more serious charges being held, while inmates with less serious charges tend to be released due to overcrowding), some inmates are staying longer in the jail. This may be a causative factor in the lower number of assessments, since each inmate is only given one assessment per incarceration, and further services by a psychiatrist are considered to be follow-up sessions.
2. During FY 2016-2017, approximately 348 inmates were enrolled in group treatment, which exceeded the objective of 270. All SMI patients in isolation and semi isolation attend two different therapeutic groups each week. This increase in group participation is a continuing result of the purchase and installation of safety equipment in order to conduct effective group therapy.
3. Future year's objectives take into account the increasing population in the jail, despite the continuing pattern of releases due to overcrowding. Additional effort will be made in the coming year to reach all objectives, given the budget resources available.

4. About 729 unique inmates were identified as having co-occurring disorders of mental illness and substance use, an increase over the objective of 662.
5. Programs in the community continued to face downsizing and resource reduction during the year, resulting in some loss of programs altogether. Funding cuts affecting the Department of Behavioral Health necessitated closure of programs, outsourcing of inpatient capacity, and restriction of services to a target population carrying only those diagnoses meeting the criteria of Serious Mental Illness. At the same time, jail overcrowding prompted a move towards cite and release of arrestees with non-violent crimes, putting many of the dual diagnosed individuals with lesser charges back out into the community at booking. These factors contributed to the reduction of appropriate placements into treatment programs directly from the jail. However, approximately 180 inmates were referred to Turning Point Full Service Partnerships, Department of Behavioral Health Urgent Care Wellness Center, Co-Occurring Disorders Treatment Program, and Veteran's Administration.

Going forward into FY 2017 - 2018, it is clear that the stability and availability of residential dual diagnosis programs continues to be limited. Therefore, it is not likely to yield useful information as an outcome measure. Continued effort will be focused on working with structures such as the Behavioral Health Court to develop alternative placements to incarceration that include dual diagnosis treatment, regardless of whether this is residential or "outpatient" treatment. Continued effort with effective Discharge Planning will be made for those who do meet the criteria for a dual diagnosis program on a case by case basis.

C. PROGRAM DESCRIPTION

The Jail Psychiatric Services program provides a variety of treatment options in the jail setting based on community standards for outpatient services. These include the following:

- Evaluation and assessment, including dual diagnosis
- 24-hour crisis intervention
- Medication management, including management of dual diagnosis issues
- Referral for acute psychiatric hospital care
- Consultation with correctional officers to determine appropriate housing
- Monitoring of the safety and isolation cells for the mentally impaired inmates
- In-house dual diagnosis program and coordination with the Behavioral Health Court to facilitate alternatives to incarceration.
- Group treatment specifically designed to address dual diagnosis issues
- Referrals from Behavioral Health Court. Staff representation in BHC Monthly meetings to assist with continuity of care.
- Development and implementation of behavioral plans to change problematic behaviors

All inmates are initially screened at booking by medical staff to determine their immediate mental health needs. Many of the inmates referred to Jail Psychiatric Services come from this initial screening at booking. However, inmates can refer themselves directly. Other referral sources are family, courts, and correctional officers.

The modified in-house dual diagnosed program provides treatment through the multiple activities involving identification, assessment, medication management, dual diagnosis groups, and linkage to other resources when possible. The treatment is coordinated by JPS staff through a team approach. The team meets daily to provide coordination and consistency in treatment which are highly recommended in dealing with dual diagnosis issues. By maintaining a coordination of care through the team approach, treatment goals can be identified and achieved efficiently.

JPS continues the policy and procedure for providing a contact line to be exclusively used by the community to provide information pertaining to the care and welfare of inmates. In 2006, members of the Mental Health Board of Fresno County identified a need for family members to be able to relate information to JPS staff regarding incarcerated family members and JPS responded to this need by installing two contact lines (one telephone and one facsimile) for this purpose. The use of this line has expanded over the years, and attorneys now leave messages of concern regarding health of their clients and requests for assistance with possible dual diagnosis issues.

The need for continued identification and linkage to alternatives to incarceration is evident. Once discharged, detainees can be referred directly to the Department of Behavioral Health's outpatient treatment programs or can be placed in other appropriate levels of care for those inmates diagnosed with Serious Mental Illness (Schizophrenia, Bipolar Disorder, Major Depression with Psychotic Features and Schizoaffective Disorder). JPS has advocated for inmates who have participated in the program to attend dual diagnosis programs outside of the jail (such as West Care in the Fresno area) once they are discharged. Many of these programs are struggling with budget issues, and are no longer available as resources. Identification of new program resources is a continuing effort. Additional resources, both residential and outpatient are priorities for development for the Department of Behavioral Health this year, which may provide opportunities for linkage in the future.

JPS staff and management have collaborated with the local Superior Court, the District Attorney's office, the Public Defender's office, the Probation Department and the Department of Behavioral Health in operating a Behavioral Health Court in Fresno County. The Jail Psychiatric Services Community Mental Health Specialist attends the pre-court multidisciplinary meetings twice a month, to promote continuity of care, provide technical assistance, and discuss referrals to the court. This specialized court began operations in the summer of 2008. This court works with multiple resources, including Full Service Partnerships that can provide intensive case management and "whatever it takes" approaches to maintaining individuals in the community rather than in jail. These resources may also be able to provide levels of care that formerly were only available in residential settings. The court has accepted referrals of mentally ill inmates who have non-violent felonies, for consideration of sentencing to probation in the community, with court monitored involvement in treatment, education, and intervention for dual diagnosis issues. In 2011, the court has expanded its acceptance criteria to include some misdemeanor cases. This approach may provide more positive outcomes for dually diagnosed individuals who would otherwise have repeated contacts with law enforcement, may reduce costs, and may increase the likelihood of successful integration into long term, self-sufficiency. The court is currently in its seventh full year of operation.

Clients at the jail receive individualized treatment by a multi-disciplinary team based on the existence of co-occurring disorders and the need for simultaneous treatment of the

symptoms presented (Integrated Treatment Model). The management of clients through the program includes the following processes: 1) referral, 2) engagement of client, 3) assessment procedure, 4) psychiatrist evaluation, 5) case manager assignment (clinician or nursing staff), 6) completion of paperwork, and 7) follow-up.

Fresno County began group treatment programs in November of 2008 for the dually diagnosed inmates. The target population is those individuals incarcerated that have a history of/or can be diagnosed with co-occurring disorders. The groups consist of up to 15 individuals who have been screened and meet the admissions criteria to participate in the group sessions. The groups are co-facilitated by JPS staff who have knowledge of co-occurring disorders and who are able to effectively provide the specific intervention. The groups are available on "open-ended" enrollment. This allows for qualified individuals to receive the services without a lengthy delay. Length of stay in the Fresno County jail is quite variable, depending upon numerous factors such as level of offense, bail amount, releases due to overcrowding, and other factors beyond the control or prediction of JPS. Therefore, it is important to provide prompt access to treatment for this fluid population.

Referral

Referrals within the jail system usually come from custody officers, self-referral at booking, requests for service by inmates in the general jail population, attorneys, judges, or by program staff working with the inmates in regard to known medical and/or psychiatric issues. The clients are then assessed for suitability by the JPS staff, and accepted into treatment if their diagnosis indicates that need.

Engagement

Program staff goes to the inmate, either within the jail pod setting, booking area, or infirmary areas in order to engage the inmate into dual diagnosis services. This process is often in combination with, or as a direct result of, assessment of the inmate.

Assessment Procedure

Multidisciplinary staff uses structured interview, clinical interview, and inmate history to establish diagnosis and need for services. Assessment can be ongoing during an inmate's stay at the jail. Engagement into services is often initiated as part of the assessment process. All referrals that appear to be willing and appropriate for services receive an assessment by a psychiatrist.

Psychiatrist Evaluation

Upon referral from custody, mental health, or medical staff, psychiatric evaluation is provided within the jail setting. Psychiatric evaluation may include chart review, face-to-face interview, tele-medicine interview, multidisciplinary consultation, and review of information from custody. Based on the results of evaluation, the inmate with dual diagnosis issues may be started and/or maintained on appropriate medications and follow up support from mental health staff and psychiatric staff. Options range from ongoing supportive contacts to medication support, to placement in safety cell or higher level of care outside the jail, depending upon the needs of the inmate. Inmates who present at the jail with existing medication treatment programs are evaluated as a priority by the psychiatrists, and existing

medication programs may be continued, modified, or discontinued as determined by the psychiatrists.

Case Manager Assignment and Follow-up

Consumers who are willing to be engaged into treatment are assigned a case manager who is responsible for providing follow up contacts within the jail setting. Depending upon the treatment needs, inmates may continue to follow-up with a psychiatrist for monitoring/adjustment of medications and with a staff clinician or mental health worker for supportive contacts, including development and implementation of discharge plans.

D. CULTURAL COMPETENCY

Fresno County is a multicultural community. Threshold languages are English, Spanish, Lao, Cambodian, and Hmong. Historically, there has been a consistent request and demonstrated need for dual diagnosis services for Spanish monolingual consumers. The design of JPS includes multicultural concepts. Threshold language services will be available through multicultural staff and interpreters.

Consumers entering JPS will be assessed by licensed mental health staff. Part of that assessment will include focus on natural support systems and cultural strengths that can be interwoven with treatment. Ongoing assessment of individuals will focus on functioning in the program and relating to the ethnic and social support systems appropriate for recovery.

Title VI of the Civil Rights Act of 1964 clearly specifies the efforts required for providing culturally and linguistically appropriate services for consumers accessing health systems such as JPS. Providing language assistance or having program staff with language capability, involving natural support systems, maintaining a cultural focus during the assessment and treatment planning and carefully evaluating each consumer's cultural strengths will go hand in hand with outreach to the culturally diverse target populations. The objectives of Title 15 of the California Code of Regulations also indicate that those in a detention facility should be afforded the same opportunity for treatment as those not incarcerated, to the extent that resources allow.

E. TARGET POPULATION

It is expected that the program will serve approximately 2,004 unduplicated inmates in FY 2017-2018. Of this number, 685-750 will be provided services to address dual diagnosis issues. MHBG funding will be used to provide treatment to this population. The inmates treated in this program must have a primary mental diagnosis that impairs their ability to function and a secondary substance-related disorder. The co-occurring disorders must prevent the individual from benefiting from traditional mental health services and chemical dependency services.

An inmate who is actively psychotic or in a current mood episode to the extent that it would prohibit them from participating in the dual diagnosis program, will be stabilized on medications before participation is permitted.

All services will be inclusive of cultural and language capabilities to engage and maintain treatment populations that have been historically underserved. JPS staffing includes bilingual staff, providing linguistic and culturally competent services in Spanish and Hmong. The program has interpreter resources available to insure that language barriers are addressed in assessment and treatment. Every effort will be made to provide psycho-education and individual treatment programming options with staff that are competent in the culture and language of the treatment population.

F. STAFFING

Outside Provider of Service – Corizon Health, Inc.
Licensed Psychiatrist, Licensed Mental Health Worker Supervisor, Licensed Mental Health RN, Unlicensed Mental Health Specialist, Office Assistant III, Medical Assistant, Licensed Professional Counselor.

G. DESIGNATED PEER REVIEW REPRESENTATIVE

The designated peer review representative for this project is the Director, Fresno County Department of Behavioral Health.

H. IMPLEMENTATION PLAN

The Jail Psychiatric Services dual diagnosis program was completely staffed and fully implemented in January 2002. As of June 23, 2014 staffing levels were changed to meet Corizon/Fresno County Agreement for services and has been fully staffed for the FY 2016-2017. Ongoing review of needed staffing levels continues based on the needs of the facility and the increasing severity as well as number of those with SMI being incarcerated as well as the request by custody to have mental health staff on site 24 hours a day and 365 days a year.

The current JPS contract with Fresno County expires on June 30th, 2018 and is subject to a Request for Proposal process to select a provider(s) for services to continue effective July 1, 2018.

I. PROGRAM EVALUATION PLAN

JPS monitors program operations and goals on an ongoing basis. Program objectives are monitored by assigned staff. Client information stated in the Measurable Outcome Objectives section is tracked through computer database and Microsoft Excel software. Staff monitor: 1) inmates treated in all programs, 2) inmates diagnosed as having co-occurring disorders of mental illness and substance abuse, and 3) referrals to Behavioral Health Court and other programs in the community. The information is kept in a de-identified manner for review by the Program Administrator on an ongoing basis. Qualified translators will be used to augment bilingual/bicultural delivery of services when appropriate. Program activities are monitored during quarterly onsite multidisciplinary meetings. In the event there are program problems or barriers to care identified, the committee and assigned staff are responsible for developing a plan of resolution.

J. OLMSTEAD MANDATE and the MHBG

Typically the most formal method of aftercare planning for SMI inmates is for those that have been identified through the Behavioral Health Court. These individuals are brought to the attention of Mental Health staff while incarcerated as being eligible to receive services as a function of sentencing or alternative planning. The Mental Health Specialist works closely with case managers, attorneys and probation officers through the court to arrange post incarceration treatment for both residential or outpatient programs. These individuals are typically picked up upon order of the court by probation or program officials and transported to the designated program. This also affords the program officials to pick up the 7 day supply of medications from the pharmacy in the event the patient/inmate is receiving medications.

When an inmate comes into custody the booking nurse does their best attempt to bridge any medications the inmate may have been taking over the past 30 days. If medications are bridged the inmate is scheduled to see the psychiatrist within 7 days.

Inmates will receive psychiatric care while in care if they alert booking staff that they have been taking mental health meds in the last 30 days or if they request to be seen by mental health staff to evaluate if they need to be placed on medications. Staff reviews the medical record to see if the inmate had previously been receiving mental health services/medications the last time they were in custody. If the inmate had previous mental health services the inmate would be referred to see a mental health staff.

SMI inmates that are in isolation or semi isolation are offered three visits per week with a licensed mental health therapist. They are typically offered two mental health groups and one individual therapy appointment. Therapists are working with custody staff in having good communication and working on moving SMI inmates to the least restrictive housing possible. A way to accomplish this goal is by using the "Behavior Management Plans". The "BMP" is a plan created by custody and mental health staff. The Plan is reviewed by the inmate so they are aware of the goals they are working on in order to transition to a less restrictive unit (if possible). The BMP discusses what are some of the inmate's behaviors and issues as to why they are placed in the restrictive housing unit. The inmate's mental health symptoms and ways to deescalate the inmate. These plans are discussed between the therapist and the inmate as well as the therapist and custody staff at least biweekly.

In the case of inmates who are receiving medications while incarcerated whether or not they are SMI; a 7 day supply of medications is available to them for pick up through CVS they are also able to get a 30 day prescription of their medication that can be filled at the patient own expense.

Jail health care staff provides Discharge Planning for sentenced inmates with serious mental health disorders every time they complete a Mental Health Evaluation. A discharge plan is discussed with these patients focusing on the patient's strengths, particular needs, their main concerns when being released from custody. The discharge plan can include a summary of intended services when they are being released from custody, appointments are identified or arranged for pertaining to medical and psychiatric services prior case arrangement and major concerns upon release, natural resources are also identified as well as inmate desires for setting up appointments in areas such as housing, shelter needs, food resources, anger management, job assistance, education or recovery programs and include important contacts such as probation or parole officers as well as attorneys. The discharge plan could include connecting such inmates to community health care providers, community

social services, community-based housing, and/or appropriate services per the individual's need.

When SMI inmates are released during 7 and 7:30 pm mental health clinicians will complete an exit interview with the patient. During this interview they are completing a mental status exam making sure the inmate is appropriate to be released to the street and are not currently a danger to themselves or others. (Therapist would speak to watch commander immediately if they felt the inmate was a danger to self or others and place a 5150 on the inmate.) The inmate is educated on where to go to get their meds that Corizon will pay for them to get a 7 day supply in order to help them have continuity of care with having to transition to an outside provider. Lastly, contact information is provided to the Urgent Care Wellness Center in a pamphlet inmates receive upon discharge.

MULTI-AGENCY ACCESS PROGRAM (MAP) POINTS

The County's Department of Behavioral Health seeks to streamline access processes to ensure that all individuals in need of behavioral health care have a timely, personal, relevant, clear and understandable path to care. By integrating behavioral health into other systems such as physical health settings, justice settings including courts and probation, schools and other service delivery organizations, the County can significantly increase access to care and improve the total health and wellness in the community.

Effective January 10, 2017, Fresno County entered into a Master Agreement with three community service providers to operate Multi-Agency Access Program (MAP) Points. The MAP Point operators provide an integrated screening process connecting individuals and families facing challenges such as mental health, substance use disorder, physical health, housing/homelessness, social service and other related challenges to the right resources at the right time in the right location. This is accomplished through an established and formalized screening process, collaboration of service providers, leveraging existing community resources, eliminating barriers and assisting clients' access to supportive services. Goals of the program include less utilization of more costly crisis services, and minimization or avoidance of more severe outcomes such as substance use disorder, hospitalization or incarceration. MHBG funds are not be used for the Justice MAP Point. In critical access points such as such as the Adult Detention Facility, MAP services may supplement the discharge planning services provided by Corizon's Jail Psychiatric Services program as well as continuity of care after discharge.

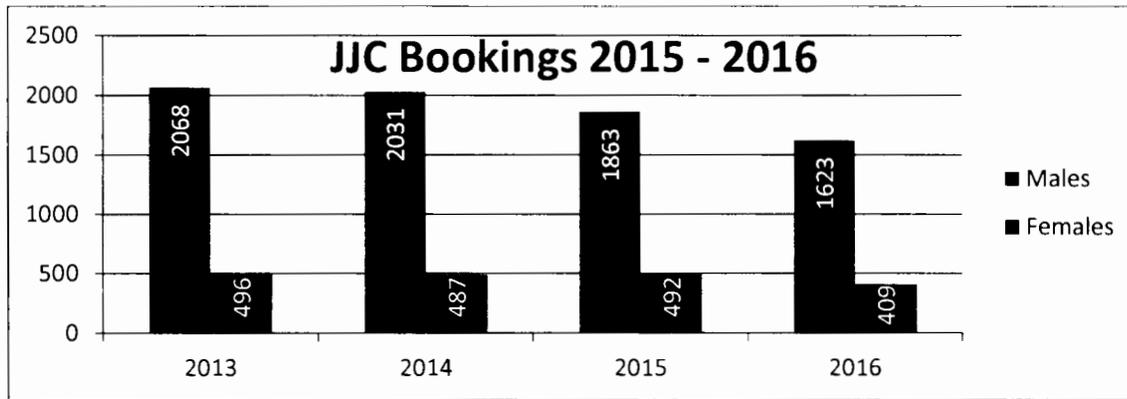
PROGRAM NARRATIVE
Fresno County Department of Behavioral Health (DBH)
Children's Mental Health Division
Juvenile Justice SED Dual Diagnosis Outpatient Program
By Mental Health Systems Inc. (MHS) - CONTRACTOR
FY 2017-2018

A. STATEMENT OF PURPOSE

The Juvenile Justice Campus (JJC) both detention and commitment was opened on July 22, 2006. The JJC is located on the southwest corner of Freeway 99 and American Avenue and consists of a 180 bed detention facility for those minors going through the court process; and a 210 bed commitment facility for those minors formally sentenced by the Juvenile Court to a specific treatment program. The design and philosophy of the JJC has provided the opportunity for new programs and approaches to detention and commitment programs. The JJC receives minors in custody from numerous different agencies in the County of Fresno. This includes minors transferred to Fresno County from other jurisdictions and state agencies. The facility has allowed the flexibility to house its population in specialized groupings according to criminal sophistication, age, gender, and court status. The result has been an ability to more easily target and manage populations within the facility.

It is well documented that a majority of the youth entering juvenile halls have mental health problems and many have co-occurring mental health and substance abuse issues. In fact, facility personnel say it is uncommon to see mentally ill youth in local custody who are not also using some substance or substances. Trauma is also a significant issue for probation youth since most if not all have experienced critical incidents of one sort or another at some point in their lives. (*MENTALLY ILL JUVENILES IN LOCAL CUSTODY ISSUES AND ANALYSIS JUNE, 2011*)

Youth are assessed and referred to the Floyd Farrow Substance Abuse Unit (SAU) through the Fresno County Juvenile Court and/or Fresno County Probation. MHS provides each youth and his/her family with a multi-disciplinary team, including a mental health clinician, substance abuse specialist and a family support partner. This program combines the most effective aspects of therapeutic community with a curriculum proven effective with incarcerated substance abusers. MHS provides life-enhancing recovery options that include integrated services related to alcohol and drug addiction and other behavioral health disorders. The goal is to maintain treatment components that are empathic, ethical, trauma-informed, culturally competent and gender-responsive, while delivering a professional attitude in all phases of care and remaining dedicated to creating an environment of opportunity, choice, and hope. Services include group therapy, individual therapy, multi-family groups, psycho-education, life skills, anger management, art and recreational therapy, case management and family therapy. Adolescent and their family are transitioned as needed to MHS post-release services for an additional 120 to 180 days out of custody. MHS goal is to involve the whole family in the treatment process to enhance the probability of sustained success.



B. MEASURABLE OUTCOME OBJECTIVES

CLIENT OUTCOME OBJECTIVES

During FY 2016-2017, 66 Adolescents were served. It is anticipated 72 adolescents will be served during FY 2017-2018.

Program objectives for adolescent participants of the SAU and Post-Release Out Patient Services (PROPS) program in FY 2017-2018 are:

- Participants will be drug free six months after completion of in-custody program;
- Participants will have no new convictions during first six months after completion of in-custody program; and
- Participants will be attending school, working, or engaged in a vocational program six months after completion of in-custody program.

PROGRAM DATA

Data for each fiscal year includes provision of services by MHS July 1 through June 30.

SUBSTANCE ABUSE UNIT: IN-CUSTODY

Outcome I: Participants will be drug free six months after the completion of in-custody program	2015-16	2016-17	Projected 2017-18
1. Number of Participants that Reached Six Month Marker	56	66	72
2. Number who are Clean During Last Three Months	50	60	66
3. Percent of Clean Participants at Six Months	90%	91%	92%

Outcome II: Participants will have no new convictions during first six months after completion of in-custody program	2015-16	2016-17	Projected 2017-18
1. Number of Participants that Reached Six Month Marker	56	66	72
2. Number who have No Convictions the First Six Months	54	63	69
3. Percent of Participants with No Convictions	97%	97%	97%

Outcome III: Participants will be attending school, working, or engaged in a vocational program six months after completion of in-custody program	2015-16	2016-17	Projected 2017-18
1. Number of Participants that Reached Six Month Marker	56	66	72
2. Number of Adolescents in Ed. Prog/Voc. Prog./ Working	54	63	69
3. Percent of Participants Working or In Ed/Voc Program	97%	97%	97%

SUBSTANCE ABUSE UNIT: PROPS (POST RELEASE OUTPATIENT SERVICES)

Outcome I: Participants will be drug free at completion of PROPS program	2015-16	2016-17	Projected 2017-18
1. Number of Participants that reached completion of program	7	6	7
2. Number who are Clean During Last Three Months	7	6	6
3. Percent of Clean Participants at Six Months	100%	100%	86%

Outcome II: Participants will have no new convictions during first six months after completion of PROPS program	2015-16	2016-17	Projected 2017-18
1. Number of Participants that Reached Six Month Marker	7	6	7
2. Number who have No Convictions the First Six Months	7	6	6
3. Percent of Participants with No Convictions	100%	100%	86%

Outcome III: Participants will be attending school, working, or engaged in a vocational program six months after completion of PROPS program.	2015-16	2016-17	Projected 2017-18
1. Number of Participants that Reached Six Month Marker	7	6	7
2. Number who are attending school, a vocational program, or working the First Six Months	7	6	6
3. Percent of Participants attending school, a vocational program, or working	100%	100%	86%

MHS made progress towards our goals this year by achieving a 100% success rate with our one year graduates in achievement of their long term outcomes (for 2 years in a row).

C. PROGRAM DESCRIPTION

Intensive services by Mental Health Systems, Inc. (MHS) targets adolescents who are in-custody at the County's Juvenile Justice Campus (JJC). Post-release services are also provided upon completion of the in-custody program as adolescent's transition back into the community. There is capacity at the JJC to serve 40 in-custody adolescents at any given time.

FLOYD FARROW SUBSTANCE ABUSE UNIT (SAU)

In-custody treatment consists of dual diagnosis services for thirty (30) males and ten (10) females, a distribution reflective of the target population, in a full scope gender-responsive therapeutic community treatment model. In-custody program duration is a maximum of six (6) months. Progress and completion of the program is based upon a level and phase system.

While in the SAU a range of services is provided to every adolescent and family incorporating the following elements:

1. Completion of a comprehensive mental health assessment by a clinician upon intake. If needed, referrals for psychotropic medication evaluation are made to Corizon Staff at the Fresno County Juvenile Justice Campus. Corizon is responsible for evaluation, prescription, administration, and oversight of psychotropic medications.
2. Treatment services that are centered on a multidisciplinary treatment team of mental health and substance abuse, school, and probation staff that coordinates the treatment plan to address the multiple needs of adolescents and family.

3. Family involvement is crucial to the adolescent's success, especially because most adolescents return home after incarceration or live at home during outpatient treatment. As such, the multidisciplinary team engages the family upon their adolescent's intake to the program with a welcome phone call from MHS Family Support Partner, who provides the family with information on all the program's many opportunities for family support, including transportation to and from weekly family groups and bi-weekly family therapy sessions. MHS Family Support Partner also provides referrals to all family members for any available resource in the Fresno community that would strengthen and benefit the family.
4. Curriculum is adjusted to the adolescent's developmental needs and to meet educational, cultural, and gender specific requirements. Certain values and structures must be maintained to support the effect of group-based programs, but each treatment plan is individualized.
5. Integration of extracurricular and therapeutic activities is offered to stimulate interest while supporting the message that sobriety can be fun and meaningful. These activities may include talent shows, holiday celebrations, after-care field trips, family potlucks and barbecues as a means of engaging clients and families. Adolescents in the SAU and their families experience an atmosphere of acceptance and trust, demonstrated by the number of families involved in the program.
6. Commitment to teams of mental health clinicians and MHS substance abuse counselors with a low client-to-staff ratio and a wide range of diversity and expertise to improve client outcomes, including staff gender and ethnic/cultural diversity, is consistently demonstrated in staffing. Further, MHS requires that all staff participate in ongoing cultural competence staff training.
7. MHS provides a PROPS program to address the mental health and substance abuse issues of the adolescents after discharge from the Juvenile Justice Campus.

A challenge for clients participating in an in-custody program is the transition back into the community. Moving from a highly structured, secured setting like the JJC to an environment that supported addiction and delinquent behavior can be stressful and highly problematic. Many times adolescents return to homes in which family members are engaged in behaviors that the adolescent is trying to avoid, or to gang activities that do not foster newly developing healthy, crime-free lifestyles. To help assure post-release stability, in-custody treatment services are designed to help adolescents build and internalize skill sets that will sustain their commitment to sobriety during and after the transition phase. Program structure and proven interventions at the SAU include:

- Therapeutic Community (TC): True recovery is a process that occurs within a healing community. This approach puts participants in a setting that teaches, rewards, and reinforces the pro-social skills and outlooks necessary for successful reintegration into society. It also addresses negative attitudes and behaviors by a series of interventions, learning experiences and possible disciplinary measures including temporary exclusion from the community, depending on the severity of the conduct. The SAU in-custody program combines strong and intensive treatment with the tools of the TC to affect cognitive, emotional, and behavioral restructuring of participating adolescents. Only by such a complete restructuring of beliefs, attitudes, and behaviors is it possible to avoid relapse and recidivism. Through the TC adolescents also learn how to develop positive relationships supportive of a drug-free, crime-free lifestyle; these acquired skills can then be successfully used once released from custody.
- Motivational Interviewing (MI): In addition to Therapeutic Community, MHS also utilizes MI, as a means of engaging and motivating adolescents and families. MI is an evidence-based interactive counseling approach proven effective in assisting individuals and families to mobilize internal resources for change by enhancing intrinsic motivation. Program staff are trained in MI counseling style, including interviewing and brief intervention techniques, and use of the stages

of change theory (which include stages of pre-contemplation, contemplation, preparation, action, and maintenance).

- Gender-Responsive Services: MHS recognizes that gender makes a difference and gender responsive treatment is a critical component of success in all aspects of substance abuse and mental health treatment. To this end, females participate in a specialize treatment program designed to deal with the complex familial and relationship issues unique to adolescent females with substance abuse and mental health issues. To help female adolescents admitted to the in-custody program explore their unique traits, strengths, and self-images, MHS incorporates Brene Brown's curriculum, "Shame Resiliency," and Stephanie Covington's curriculum, "Voices." Every effort is made to identify an exclusive sustainable environment especially for female's treatment and supportive activities as a means of enhancing gender responsiveness. At every level of care, specific treatment interventions are utilized to meet both male and female gender-based needs. For instance, during the in-custody treatment phase, Hazelden's curriculum, "Young Men's Work" equips adolescent males with the ability to form positive relationships with both men and women with all creeds and colors.
- Screening and Assessment: SAU continues to use the Adolescent Assessment of Severity Index (Y-ASI) for adolescents admitted to the program. In collaboration with Fresno's Juvenile Court, SAU performs this screening to expedite availability of the information. SAU counselors also administer the ASAM PPC II for each client. The mental health clinician completes a comprehensive mental health assessment upon placement in the program, and conducts a Child and Adolescent Needs and Strengths (CANS) Assessment at intake, 6 month reassessment, Transition/Discharge, and Plan of care update.
- Dual Services Team: Each group of 15 minors in the SAU has a professional team composed of MHS Mental Health Clinician and MHS Substance Abuse Counselor. The team provides coordinated treatment and case management during the in-custody phase of the program. This team co-facilitates therapy groups that address substance abuse and mental health issues.
- Treatment Team: The team consists of individuals significantly involved in the adolescent's treatment, including the adolescent, family, mental health and substance abuse counselors, probation officer, JJC and education staff, MHS Family Support Partner, and others who may be involved in the adolescent's aftercare plan. The treatment team approves the treatment plan within 30 days of admission and reviews and modifies plan every 90 days, or as needed. The treatment team reviews progress in the program on a bi-weekly basis.
- Treatment Plan: The initial treatment plan is developed by the adolescent, adolescent's family, the clinician, and counselor within the first 30 days of admission, integrating information from the mental health assessment. The plan is reviewed by the full treatment team for approval and is updated as needed or at least every 90 days.
- Treatment Services: Treatment components include individual mental health therapy, family therapy and counseling, process groups, community groups and psycho educational groups, discharge planning, case management, and recreational and social activities.
- Transition Planning: Discharge planning truly begins at intake where all of the treatment team works towards the successful planning to meet the Individual needs of each youth to successfully transition back into the community. 30 days prior to release a transition meeting takes place where each youth and their guardians are given Individualized transition meeting which includes, referrals and a face to face meeting with Probation, the Court Schools, Our treatment team members, collaborative who provide additional support services such as mentoring and tutoring.

Progress in the SAU program is demonstrated through movement through a level and phase system. Movement from one level to the next requires passing milestones, including peer panel interviews. This ensures that the adolescent feels that he/she has earned the promotion, and that his/her achievements have been acknowledged. Successful completion of the program is finalized with a graduation ceremony, which is a positive, re-affirming event that includes family members, the treatment team, and others in the adolescent's community.

POST-RELEASE OUT PATIENT SERVICES (PROPS)

Upon successful completion of the in-custody SAU program adolescents are returned home to their families and those identified as needing post-release out-patient services begin the second phase process of recovery. The six-month post-release program provides intensive out-patient services. The continuity of service allows clinicians to develop a consistent and longer term therapeutic relationship with the adolescents and their family (6 months in-custody, 6 months post-release). This consistent and stable relationship between client and clinician assists in maintaining stability, family participation and treatment compliance as the client reintegrates into their community and peer culture.

The PROPS program provides the following services:

- Intensive substance abuse treatment services
- Individual and family therapy and mental health services as needed;
- Crisis intervention;
- Case management provided by the multidisciplinary team;
- Process and family groups, ancillary referrals, educational/vocational assistance, Life Skills curriculum, coordination of clean and sober activities, educational forums, and family centered activities;
- Information and referral to community-based 12-Step programs;
- Opportunities for community service work; and
- Clean and Sober social and recreational activities.

SAMHSA MHBG FY 2016-17 funds co-occurring mental health and substance use disorder contracted services which are provided by a community provider, MHS, at the Juvenile Justice Campus. The amount of \$300,000.00 will fund salaries and benefits and operating expenses associated with the provision of the co-occurring disorder program provided by MHS. The amount of \$40,000.00 will fund County costs for utilities, janitorial, security and supplies at JJC as well as administration of the program and MHBG.

D. CULTURAL COMPETENCY

MHS realizes that, in order to adhere to our founding values, we must tailor the way we provide services, based on the culture and beliefs of each participant and his/her family. We also understand that diversity includes gender identity, religious and/or cultural beliefs, family values, as well as ethnic, linguistic, and cultural traditions. Due to the fact that minorities are overrepresented in the criminal justice system, we also prepare for the need to have and train representative and experienced staff. Every new participant enters our programs with a world-view, cultural perspective, and personal beliefs that are unique. Their belief systems may be further complicated by the manifestation of substance abuse, trauma and mental illness. In order to treat this diverse population, staff is trained to the fullest extent in order to welcome and accept each new client, viewing them from a "whole person" perspective. MHS provides on-going training opportunities as well as sharing training calendar of interest and relevance for all employees. Staff that attends trainings also bring the information back to share with their respective programs so everyone can benefit from the material. Every MHS employee also maintains an Individual Training Plan that is

evaluated at each annual review to ensure professional development and quality skill enhancement as it relates to cultural competency and proficiency.

MHS has encouraged programs to become more self-evaluative about their respective levels of cultural competence and as such, MHS has adopted the following Culturally Competent Clinical Practice Standards:

1. MHS will engage in a culturally competent community needs assessment and use the results to plan and implement services that respond to the cultural and diversity of the population in our service area.
2. MHS will engage in community outreach to diverse communities based on the needs assessment.
3. MHS will collect and maintain accurate and reliable demographic data to evaluate and monitor our CLAS impact on health equity and outcomes to inform our service delivery.
4. MHS will create a culturally and linguistically welcoming environment for the diverse communities served.
5. MHS will ensure that staffing at all levels are representative of the community served, both culturally and linguistically.
6. MHS will ensure linguistic capacity and proficiency to communicate effectively with the population served, and ensure the competence of the Individuals providing language assistance, recognizing that untrained individuals and use of minors as interpreters shall be avoided.
7. MHS will use interpreter services appropriately and staff will be able to demonstrate ability to work with interpreters as needed.
8. MHS staff will demonstrate knowledge of diversity within ethnic and cultural groups in terms of social class, assimilation, and acculturation.
9. MHS staff will demonstrate knowledge about a) specific cultural features that may be present in various disorders; b) culture-bound syndromes; c) cultural explanations of illness; d) help seeking behaviors, including faith-based, in diverse populations; and e) appreciation for traditional ethnic and cultural healing practices.
10. MHS will ensure consideration of cultural factors are integrated into our clinical assessments.
11. MHS staff will take into consideration the potential bias present in clinical assessment instruments and critically interpret findings within the appropriate cultural, linguistic, and life experiences context of the client.
12. MHS staff will afford culture-specific consideration consistent with the cultural values and life experiences of the client throughout the intervention and will be reflected in progress notes, treatment planning and discharge planning.
13. MHS will ensure that Psychiatrists in our programs consider the role of cultural factors (ethnopsychopharmacology) in providing medication services.
14. MHS will promote an environment that encourages staff to conduct self-assessment as a learning tool.

15. MHS will ensure staff actively seeks out educational, consultative and multicultural experiences, including a minimum of four hours of cultural competence training annually.

MHS is committed to the implementation of more culturally and linguistically competent assessments and services that are responsive to culture, race, ethnicity, age, gender, sexual orientation, and religious/spiritual beliefs. As such, MHS participated in the Comprehensive Continuous Integrated System of Care (CCISC) initiative which utilizes eight practice principles that directly impact services for the dually diagnosed (mental health and substance abuse disorders) individuals.

E. TARGET POPULATION

The target populations are adolescents diagnosed as severely emotionally disturbed (SED) who have a co-occurring substance use disorder diagnosis, and are either in-custody at the Juvenile Justice Campus or are in the Post-Release Outpatient services component. Mental health staff works very closely with the substance abuse counselors. Each juvenile is assigned to a team consisting of both clinician and a substance abuse counselor. This team is responsible for providing services to the juvenile and his/her family throughout treatment. The assigned team follows the family through all phases of treatment, including PROPS, and is available as needed during periods of crisis, instability and challenges. Part of the Clinical Supervisor's time, not funded by SAMHSA Community Mental Health Services Block Grant (MHBG), involves oversight of substance abuse staff, ensuring effective, coordinated and integrated delivery of treatment services.

F. STAFFING

Outside Provider of Service: Mental Health Systems (MHS)

Total grant FTE: 4.32

Vice President is responsible for overall oversight.

Program Manager reports to the Vice President and is responsible for program oversight.

Program Analyst is responsible for financial, support services, project coordination, and program's budget maintenance.

Administrative Assistant is responsible for administrative and clerical support to the clinical team.

Clinical Supervisor reports to the Program Manager and is responsible for the clinical supervision of the three unlicensed clinicians and four mental health interns (this program has become a teaching program, providing the opportunity for several Master's interns MSW and MFT from Fresno State University, University of Phoenix, National University, and University of Southern California to complete their internship). In addition, the Clinical Supervisor manages a case load of five adolescents, assists in monitoring SAMHSA MHBG funded positions, data collection and evaluation, treatment planning, assessments, crisis, collaboration, and provides hands-on supervision.

Unlicensed clinicians report to the Clinical Supervisor and each carries a case load of 10-15 adolescents (in-custody) and up to 10 adolescents in PROPS (post-release). Each provides case management, aftercare, home visits and linkages necessary for community transition.

G. DESIGNATED PEER REVIEW REPRESENTATIVE

The designated peer review representative for this project is the Director, Fresno County Department of Behavioral Health.

H. IMPLEMENTATION PLAN

The co-occurring disorder treatment program is fully implemented. MHS contract with Fresno County expires on June 30th of 2018, MHS plans to respond to the RFP for another contract period, they have been the contracted provider for the Substance Abuse portion of the Floyd Farrow SAU since 1999.

I. PROGRAM EVALUATION PLAN

Monthly service reports include the number of minors served and services provided. Monthly outcome reports delineate number of minors' outcome while completing the program. Program staff continues to identify and resolve problems as encountered by the program through communication and collaboration internally, as well as with community partners.

J. OLMSTEAD MANDATE and the MHBG

The goal of MHS is to assist youth with co-occurring disorders (COD) who spend the initial phase of their treatment in-custody to be transitioned successfully back to their families and care-givers with services that meet their individualized needs. Additionally, the goal is to prevent them from being institutionalized and to assist them with on-going services and referrals to services that will provide them and their families with the resources to be successful in all areas of their life.

IMPLEMENTATIONS

- Housing services: The majority of youth participating in the program live with parents or caregivers. MHS' team of clinicians works very closely with the youth and their family from entry into custody to transition back to their home. MHS clinicians continue to provide services to the youth and their families 6 months post-release. For youth who are placed in group homes or foster care, when possible, MHS will continue to offer therapy to the youth, and make appropriate referrals as needed. Youth who have turned 18 and are facing homelessness are connected to transitional housing services.
- Home and community-based services and peer support services: MHS provides an out-patient program, Family and Youth Alternatives which is conveniently located in a central location across from social services and on the direct bus route. MHS provides bus tokens to the youth to eliminate transportation problems. Each youth has the opportunity for post-release substance abuse counseling and the primary clinician for each youth continues in the therapeutic milieu that has been established with the youth and their family while in custody. MHS has a family support partner who is available to the youth and their families to link them to any resources in the community that would benefit the youth and their family. A peer support group, Adolescents in Motion (AIM) is available at MHS's out-patient location.
- Employment services: The focus with youth is on education, and successfully completing a High School Diploma or GED and going on to Vocational School or College. However, youth are encouraged to get summer jobs, and MHS provides them with opportunities and resources in the community. This would include summer youth work programs, local job postings and youth programs. Boys and Girls Club and Job Corps are invited to give presentations at MHS programs to allow the youth to hear what opportunities are available to them. MHS also provides, as part of the program, life-skills training opportunities consisting of filling out applications, developing a resume and mock interviews to practice communication skills and help develop their opportunities to secure employment.

- Transition from hospitals to community settings: The need for youth in the program to be hospitalized for a Mental Health Crisis has been very rare. MHS staff works very hard with youth and families to keep them stable. In the event hospitalization becomes necessary, MHS will offer support to the youth and their families to ensure appropriate care and referrals.

COUNTY MHBG FUNDING PLANS

Although many incarcerated individuals may be financially eligible for Medi-Cal, their incarceration prevents Federal Medicaid payments for their health care because federal law prohibits Federal Financial Participation (FFP) for services provided to inmates of public institutions. The prohibition excludes individuals, including incarcerated individuals, who are patients in medical institutions, which, under regulations, includes individuals who are patients for at least 24 hours in a medical institution not run by the correctional system (42 USC § 1396d(a)((29)(A) & 45 CFR § 435.1009). Excluding for when the use of FFP fund is available for eligible inmates to receive inpatient hospital or nursing home care off-site, the County plans to continue using the MHBG funds to provide mental health services to inmates and juveniles during their incarceration. Inmates and juveniles will be eligible for health care coverage or apply for coverage upon their release.

Fresno County Department of Behavioral Health

Guiding Principles of Care Delivery

DBH VISION:

Health and well-being for our community.

DBH MISSION:

The Department of Behavioral Health is dedicated to supporting the wellness of individuals, families and communities in Fresno County who are affected by, or are at risk of, mental illness and/or substance use disorders through cultivation of strengths toward promoting recovery in the least restrictive environment.

DBH GOALS:

Quadruple Aim

- Deliver quality care
- Maximize resources while focusing on efficiency
- Provide an excellent care experience
- Promote workforce well-being

GUIDING PRINCIPLES OF CARE DELIVERY:

The DBH 11 principles of care delivery define and guide a system that strives for excellence in the provision of behavioral health services where the values of wellness, resiliency, and recovery are central to the development of programs, services, and workforce. The principles provide the clinical framework that influences decision-making on all aspects of care delivery including program design and implementation, service delivery, training of the workforce, allocation of resources, and measurement of outcomes.

1. Principle One - Timely Access & Integrated Services

- Individuals and families are connected with services in a manner that is streamlined, effective, and seamless
- Collaborative care coordination occurs across agencies, plans for care are integrated, and whole person care considers all life domains such as health, education, employment, housing, and spirituality
- Barriers to access and treatment are identified and addressed
- Excellent customer service ensures individuals and families are transitioned from one point of care to another without disruption of care

Fresno County Department of Behavioral Health

Guiding Principles of Care Delivery

2. Principle Two - Strengths-based

- Positive change occurs within the context of genuine trusting relationships
- Individuals, families, and communities are resourceful and resilient in the way they solve problems
- Hope and optimism is created through identification of, and focus on, the unique abilities of individuals and families

3. Principle Three - Person-driven and Family-driven

- Self-determination and self-direction are the foundations for recovery
- Individuals and families optimize their autonomy and independence by leading the process, including the identification of strengths, needs, and preferences
- Providers contribute clinical expertise, provide options, and support individuals and families in informed decision making, developing goals and objectives, and identifying pathways to recovery
- Individuals and families partner with their provider in determining the services and supports that would be most effective and helpful and they exercise choice in the services and supports they receive

4. Principle Four - Inclusive of Natural Supports

- The person served identifies and defines family and other natural supports to be included in care
- Individuals and families speak for themselves
- Natural support systems are vital to successful recovery and the maintaining of ongoing wellness; these supports include personal associations and relationships typically developed in the community that enhance a person's quality of life
- Providers assist individuals and families in developing and utilizing natural supports.

5. Principle Five - Clinical Significance and Evidence Based Practices (EBP)

- Services are effective, resulting in a noticeable change in daily life that is measurable.
- Clinical practice is informed by best available research evidence, best clinical expertise, and client values and preferences
- Other clinically significant interventions such as innovative, promising, and emerging practices are embraced

Fresno County Department of Behavioral Health

Guiding Principles of Care Delivery

6. Principle Six - Culturally Responsive

- Values, traditions, and beliefs specific to an individual's or family's culture(s) are valued and referenced in the path of wellness, resilience, and recovery
- Services are culturally grounded, congruent, and personalized to reflect the unique cultural experience of each individual and family
- Providers exhibit the highest level of cultural humility and sensitivity to the self-identified culture(s) of the person or family served in striving to achieve the greatest competency in care delivery

7. Principle Seven - Trauma-informed and Trauma-responsive

- The widespread impacts of all types of trauma are recognized and the various potential paths for recovery from trauma are understood
- Signs and symptoms of trauma in individuals, families, staff, and others are recognized and persons receive trauma-informed responses
- Physical, psychological and emotional safety for individuals, families, and providers is emphasized

8. Principle Eight - Co-occurring Capable

- Services are reflective of whole-person care; providers understand the influence of bio-psycho-social factors and the interactions between physical health, mental health, and substance use disorders
- Treatment of substance use disorders and mental health disorders are integrated; a provider or team may deliver treatment for mental health and substance use disorders at the same time

9. Principle Nine - Stages of Change, Motivation, and Harm Reduction

- Interventions are motivation-based and adapted to the client's stage of change
- Progression through stages of change are supported through positive working relationships and alliances that are motivating
- Providers support individuals and families to develop strategies aimed at reducing negative outcomes of substance misuse through a harm reduction approach
- Each individual defines their own recovery and recovers at their own pace when provided with sufficient time and support

Fresno County Department of Behavioral Health

Guiding Principles of Care Delivery

10. Principle Ten - Continuous Quality Improvement and Outcomes-Driven

- Individual and program outcomes are collected and evaluated for quality and efficacy
- Strategies are implemented to achieve a system of continuous quality improvement and improved performance outcomes
- Providers participate in ongoing professional development activities needed for proficiency in practice and implementation of treatment models

11. Principle Eleven - Health and Wellness Promotion, Illness and Harm Prevention, and Stigma Reduction

- The rights of all people are respected
- Behavioral health is recognized as integral to individual and community well-being
- Promotion of health and wellness is interwoven throughout all aspects of DBH services
- Specific strategies to prevent illness and harm are implemented at the individual, family, program, and community levels
- Stigma is actively reduced by promoting awareness, accountability, and positive change in attitudes, beliefs, practices, and policies within all systems
- The vision of health and well-being for our community is continually addressed through collaborations between providers, individuals, families, and community members

**FRESNO COUNTY DEPARTMENT OF BEHAVIORAL HEALTH
MENTAL HEALTH REQUIREMENTS**

COUNTY's Department of Behavioral Health (DBH) is firmly committed to full compliance with all applicable laws, regulations, rules and guidelines that apply to the provision and payment of mental health care services. Any of CONTRACTOR's employees and/or its subcontractors who provide behavioral health care services to inmates shall comply with the specific areas of requirements included within this Exhibit F.

CONTRACTOR CODE OF CONDUCT AND ETHICS

The manner in which providers of behavioral health care services conduct themselves is a vital part of this commitment to the compliance of all applicable requirements. COUNTY's DBH has established this Contractor Code of Conduct and Ethics with which CONTRACTOR, its employees, and its subcontractors shall comply. CONTRACTOR shall require any of its employees and subcontractors who provide mental health care services to attend a compliance training that will be provided by COUNTY's DBH. After completion of this training, CONTRACTOR's employee(s) and/or subcontractor(s) must sign the Contractor Acknowledgment and Agreement form and return this form to the COUNTY's DBH Compliance Officer, or designee.

CONTRACTOR, its employees, and its subcontractors shall:

1. Comply with all applicable laws, regulations, rules or guidelines when providing any behavioral health care service.
2. Conduct themselves honestly, fairly, courteously and with a high degree of integrity in their professional dealing related to their contract with the COUNTY and avoid any conduct that could reasonably be expected to reflect adversely upon the integrity of the COUNTY.
3. Treat COUNTY employees, clients, and other behavioral health providers fairly and with respect.
4. NOT engage in any activity in violation of the COUNTY's Compliance Program, nor engage in any other conduct which violates any applicable law, regulation, rule or guideline.

5. Take precautions to ensure that behavioral health service information is prepared and submitted accurately and timely in the COUNTY's DBH electronic health record (EHR), "Avatar" and that all documented information is consistent with all applicable laws, regulations, rules or guidelines.
6. Ensure that no false, fraudulent, inaccurate or fictitious claims of any kind are submitted.
7. Submit only eligible services actually rendered and fully documented. Use billing codes that accurately describe the services provided.
8. Act promptly to investigate and correct problems if errors in services submitted are discovered.
9. Promptly report to the COUNTY's DBH Compliance Officer any suspected violation(s) of this Code of Conduct and Ethics by COUNTY employees or other behavioral health care providers, or report any activity that they believe may violate the standards of the COUNTY Compliance Program, or any other applicable law, regulation, rule or guideline. COUNTY prohibits retaliation against any person making a report. Any person engaging in any form of retaliation will be subject to disciplinary or other appropriate action by the COUNTY. Contractor may report anonymously.
10. Consult with the COUNTY's DBH Compliance Officer if you have any questions or are uncertain of any COUNTY Compliance Program standard or any other applicable law, regulation, rule or guideline.
11. Immediately notify the COUNTY Compliance Officer if they become or may become an "Ineligible Person" and therefore excluded from participation in the Federal Health Care Programs.

Fresno County Mental Health Compliance Program

Contractor Acknowledgment and Agreement

I hereby acknowledge that I have received, read and understand the Contractor Code of Conduct and Ethics. I hereby acknowledge that I have received training and information on the Fresno County Mental Health Compliance Program and understand the contents thereof. I further agree to abide by the Contractor Code of Conduct and Ethics, and all Compliance Program requirements as they apply to my responsibilities as a mental health contractor for Fresno County.

I understand and accept my responsibilities under this Agreement. I further understand that any violation of the Contractor Code of Conduct and Ethics or the Compliance Program is a violation of County policy and may also be a violation of applicable laws, regulations, rules or guidelines. I further understand that violation of the Contractor Code of Conduct and Ethics or the Compliance Program may result in termination of my agreement with Fresno County. I further understand that Fresno County will report me to the appropriate Federal or State agency.

For Individual Providers

Name (print): _____

Discipline: Psychiatrist Psychologist LCSW LMFT

Signature: _____ Date: ___/___/___

For Group or Organizational Providers

Group/Org. Name (print): _____

Employee Name (print): _____

Discipline: Psychiatrist Psychologist LCSW LMFT

Other: _____

Job Title (if different from Discipline): _____

Signature: _____ Date: ___/___/___

DOCUMENTATION STANDARDS FOR CLIENT RECORDS

The documentation standards, as required by the State Department of Health Care Services, are described below under key topics related to client care. All standards must be addressed in the client mental health record; however, there is no requirement that the record have a specific document or section addressing these topics. **All medical records shall be maintained for a minimum of ten (10) years from the date of the end of this Agreement.**

A. Assessments

1. The following areas will be included as appropriate as a part of a comprehensive client record.
 - Relevant physical health conditions reported by the client will be prominently identified and updated as appropriate.
 - Presenting problems and relevant conditions affecting the client's physical health and mental health status will be documented, for example: living situation, daily activities, and social support.
 - Documentation will describe client's strengths in achieving client plan goals.
 - Special status situations that present a risk to clients or others will be prominently documented and updated, as appropriate.
 - Documentations will include medications that have been prescribed by psychiatrists, dosage of each medication, dates of initial prescriptions and refills, and documentations of informed consent for medications.
 - Client self-report of allergies and adverse reactions to medications, or lack of known allergies/sensitivities, will be clearly documented.
 - A mental health history will be documented, including: previous treatment dates, providers, therapeutic interventions and responses, sources of clinical data, applicable family information, and results of relevant lab tests and consultation reports.
 - Documentations will include past and present use of tobacco, alcohol, and caffeine, as well as illicit, prescribed and over-the-counter drugs.
 - A relevant mental status examination will be documented.
 - A DSM-5 diagnosis, or a diagnosis from the most current ICD, will be documented, consistent with the presenting problems, history mental status evaluation and/or other assessment data.
2. Timeliness/Frequency Standard for Assessment
 - An assessment will be completed at intake and updated, as needed, to document changes in the client's condition.
 - Client conditions will be assessed at least annually and, in most cases, at more frequent intervals.

B. Client Plans

1. Client plans will:
 - have specific observable and/or specific quantifiable goals
 - identify the proposed type(s) of intervention
 - have a proposed duration of intervention(s)
 - be signed (or electronic equivalent) by:
 - the person providing the service(s), or
 - a person representing a team or program providing services, or

- when the client plan is used to establish that the services are provided under the direction of an approved category of staff, and if the below staff are not the approved category,
- a physician
- a licensed/ "waivered" psychologist
- a licensed/ "associate" social worker
- a licensed/ registered/marriage and family therapist or
- a registered nurse
- In addition,
 - client plans will be consistent with the diagnosis, and the focus of intervention will be consistent with the client plan goals, and there will be documentation of the client's participation in and agreement with the plan. Examples of the documentation include, but are not limited to: reference to the client's participation and agreement in the body of the plan, client signature on the plan, or a description of the client's participation and agreement in progress notes.
 - client signature on the plan will be used as the means by which the CONTRACTOR documents the participation of the client
 - when the client's signature is required on the client plan and the client refuses or is unavailable for signature, the client plan will include a written explanation of the refusal or unavailability.
- CONTRACTOR will give a copy of the client plan to the client upon request.

2. Timeliness/Frequency of Client Plan:

- Will be updated at least annually
- CONTRACTOR will establish standards for timeliness and frequency for the individual elements of the client plan described in item 1 above.

C. Progress Notes

1. Items that must be contained in the client record related to the client's progress in treatment include:

- The client record will provide timely documentation of relevant aspects of client care
- Mental health staff/practitioners will use client records to document client encounters, including relevant clinical decisions and interventions
 - All entries in the client record will include the signature of the person providing the service (or electronic equivalent); the person's professional degree, licensure or job title; and the relevant identification number, if applicable
 - All entries will include the date services were provided
 - The record will be legible
 - The client record will document follow-up care, or as appropriate, a discharge summary

2. Timeliness/Frequency of Progress Notes:

Progress notes shall be documented at the frequency by type of service indicated below:

- Every Service Contact
 - Mental Health Services
 - Medication Support Services
 - Crisis Intervention

STATE DEPARTMENT OF HEALTH CARE – MENTAL HEALTH REQUIREMENTS

1. CONTROL REQUIREMENTS

The COUNTY and its subcontractors shall provide services in accordance with all applicable Federal and State statutes and regulations.

2. PROFESSIONAL LICENSURE

All (professional level) persons employed by the COUNTY Mental Health Program (directly or through contract) providing Short-Doyle/Medi-Cal services have met applicable professional licensure requirements pursuant to Business and Professions and Welfare and Institutions Codes.

3. CONFIDENTIALITY

CONTRACTOR shall conform to and COUNTY shall monitor compliance with all State of California and Federal statutes and regulations regarding confidentiality, including but not limited to confidentiality of information requirements at 42, Code of Federal Regulations Sections 2.1 *et seq*; California Welfare and Institutions Code, Sections 14100.2, 11977, 11812, 5328; Division 10.5 and 10.6 of the California Health and Safety Code; Title 22, California Code of Regulations, Section 51009; and Division 1, Part 2.6, Chapters 1-7 of the California Civil Code.

4. NON-DISCRIMINATION

A. Eligibility for Services

CONTRACTOR shall prepare and make available to COUNTY and to the inmates all eligibility requirements to receive behavioral health care services as set forth in this Agreement. No person shall, because of ethnic group identification, age, gender, color, disability, medical condition, national origin, race, ancestry, marital status, religion, religious creed, political belief or sexual preference be excluded from participation, be denied benefits of, or be subject to discrimination under any program or activity receiving Federal or State of California assistance.

B. Employment Opportunity

CONTRACTOR shall comply with COUNTY policy, and the Equal Employment Opportunity Commission guidelines, which forbids discrimination against any person on the grounds of race, color, national origin, sex, religion, age, disability status, or sexual preference in employment practices. Such practices include retirement, recruitment advertising, hiring, layoff, termination, upgrading, demotion, transfer, rates of pay or other forms of compensation, use of facilities, and other terms and conditions of employment.

C. Suspension of Compensation

If an allegation of discrimination occurs, COUNTY may withhold all further funds, until CONTRACTOR can show clear and convincing evidence to the satisfaction of COUNTY that funds provided under this Agreement were not used in connection with the alleged discrimination.

- D. Nepotism
Except by consent of COUNTY's Department of Behavioral Health Director, or designee, no person shall be employed by CONTRACTOR who is related by blood or marriage to, or who is a member of the Board of Directors or an officer of CONTRACTOR.

5. PATIENTS' RIGHTS

CONTRACTOR shall comply with applicable laws and regulations, including but not limited to, laws, regulations, and State policies relating to patients' rights.

STATE CONTRACTOR CERTIFICATION CLAUSES

1. STATEMENT OF COMPLIANCE:

CONTRACTOR has, unless exempted, complied with the non-discrimination program requirements. (Gov. Code § 12990 (a-f) and CCR, Title 2, Section 111 02) (Not applicable to public entities.)

2. DRUG-FREE WORKPLACE REQUIREMENTS:

CONTRACTOR will comply with the requirements of the Drug-Free Workplace Act of 1990 and will provide a drug-free workplace by taking the following actions:

- a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.
- b. Establish a Drug-Free Awareness Program to inform employees about:
 - 1) the dangers of drug abuse in the workplace;
 - 2) the person's or organization's policy of maintaining a drug-free workplace;
 - 3) any available counseling, rehabilitation and employee assistance programs; and,
 - 4) penalties that may be imposed upon employees for drug abuse violations.
- c. Every employee who works under the terms and conditions of this Agreement will:
 - 1) receive a copy of the company's drug-free workplace policy statement; and,
 - 2) agree to abide by the terms of the company's statement as a condition of employment under this Agreement.

Failure to comply with these requirements may result in suspension of payments under this Agreement or termination of this Agreement or both and CONTRACTOR may be ineligible for award of any future State agreements if the department determines that any of the following has occurred: the CONTRACTOR has made false certification, or violated the certification by failing to carry out the requirements as noted above. (Gov. Code §8350 et seq.)

3. NATIONAL LABOR RELATIONS BOARD CERTIFICATION:

CONTRACTOR certifies that no more than one (1) final unappealable finding of contempt of court by a Federal court has been issued against CONTRACTOR within the immediately preceding two (2) year period because of CONTRACTOR's failure to comply with an order of a Federal court, which

orders CONTRACTOR to comply with an order of the National Labor Relations Board. (Pub. Contract Code §10296) (Not applicable to public entities.)

4. CONTRACTS FOR LEGAL SERVICES \$50,000 OR MORE- PRO BONO REQUIREMENT:

CONTRACTOR hereby certifies that CONTRACTOR will comply with the requirements of Section 6072 of the Business and Professions Code, effective January 1, 2003.

CONTRACTOR agrees to make a good faith effort to provide a minimum number of hours of pro bono legal services during each year of the contract equal to the lessor of 30 multiplied by the number of full time attorneys in the firm's offices in the State, with the number of hours prorated on an actual day basis for any contract period of less than a full year or 10% of its contract with the State.

Failure to make a good faith effort may be cause for non-renewal of a state contract for legal services, and may be taken into account when determining the award of future contracts with the State for legal services.

5. EXPATRIATE CORPORATIONS:

CONTRACTOR hereby declares that it is not an expatriate corporation or subsidiary of an expatriate corporation within the meaning of Public Contract Code Section 10286 and 10286.1, and is eligible to contract with the State of California.

6. SWEATFREE CODE OF CONDUCT:

a. All CONTRACTORS contracting for the procurement or laundering of apparel, garments or corresponding accessories, or the procurement of equipment, materials, or supplies, other than procurement related to a public works contract, declare under penalty of perjury that no apparel, garments or corresponding accessories, equipment, materials, or supplies furnished to the state pursuant to the contract have been laundered or produced in whole or in part by sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor, or with the benefit of sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor. The CONTRACTOR further declares under penalty of perjury that they adhere to the Sweatfree Code of Conduct as set forth on the California Department of Industrial Relations website located at www.dir.ca.gov, and Public Contract Code Section 6108.

b. The CONTRACTOR agrees to cooperate fully in providing reasonable access to the CONTRACTOR's records, documents, agents or employees, or premises if reasonably required by authorized officials of the contracting agency, the Department of Industrial Relations, or the Department of Justice to determine the contractor's compliance with the requirements under paragraph (a).

7. DOMESTIC PARTNERS:

For contracts of \$100,000 or more, CONTRACTOR certifies that CONTRACTOR is in compliance with Public Contract Code section 10295.3.

8. GENDER IDENTITY:

For contracts of \$100,000 or more, CONTRACTOR certifies that CONTRACTOR is in compliance with Public Contract Code section 10295.35.

DOING BUSINESS WITH THE STATE OF CALIFORNIA

The following laws apply to persons or entities doing business with the State of California.

1. CONFLICT OF INTEREST:

CONTRACTOR needs to be aware of the following provisions regarding current or former state employees. If CONTRACTOR has any questions on the status of any person rendering services or involved with this Agreement, the awarding agency must be contacted immediately for clarification.

a. Current State Employees (Pub. Contract Code §10410):

1) No officer or employee shall engage in any employment, activity or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any state agency, unless the employment, activity or enterprise is required as a condition of regular state employment.

2) No officer or employee shall contract on his or her own behalf as an independent contractor with any state agency to provide goods or services.

b. Former State Employees (Pub. Contract Code §10411):

1) For the two (2) year period from the date he or she left state employment, no former state officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements or any part of the decision-making process relevant to the contract while employed in any capacity by any state agency.

2) For the twelve (12) month period from the date he or she left state employment, no former state officer or employee may enter into a contract with any state agency if he or she was employed by that state agency in a policy-making position in the same general subject area as the proposed contract within the 12-month period prior to his or her leaving state service.

If CONTRACTOR violates any provisions of above paragraphs, such action by CONTRACTOR shall render this Agreement void. (Pub. Contract Code §10420)

Members of boards and commissions are exempt from this section if they do not receive payment other than payment of each meeting of the board or commission, payment for preparatory time and payment for per diem. (Pub. Contract Code §10430 (e))

2. LABOR CODE/WORKERS' COMPENSATION:

CONTRACTOR needs to be aware of the provisions which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions, and CONTRACTOR affirms to comply with such provisions before commencing the performance of the work of this Agreement. (Labor Code Section 3700)

3. AMERICANS WITH DISABILITIES ACT:

CONTRACTOR assures the State that it complies with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. (42 U.S.C. 12101 et seq.)

4. CONTRACTOR NAME CHANGE:

An amendment is required to change the CONTRACTOR's name as listed on this Agreement. Upon receipt of legal documentation of the name change the State will process the amendment. Payment of invoices presented with a new name cannot be paid prior to approval of said amendment.

5. CORPORATE QUALIFICATIONS TO DO BUSINESS IN CALIFORNIA:

a. When agreements are to be performed in the state by corporations, the contracting agencies will be verifying that the CONTRACTOR is currently qualified to do business in California in order to ensure that all obligations due to the state are fulfilled.

b. "Doing business" is defined in R&TC Section 23101 as actively engaging in any transaction for the purpose of financial or pecuniary gain or profit. Although there are some statutory exceptions to taxation, rarely will a corporate contractor performing within the state not be subject to the franchise tax.

c. Both domestic and foreign corporations (those incorporated outside of California) must be in good standing in order to be qualified to do business in California. Agencies will determine whether a corporation is in good standing by calling the Office of the Secretary of State.

6. RESOLUTION:

A county, city, district, or other local public body must provide the State with a copy of a resolution, order, motion, or ordinance of the local governing body, which by law has authority to enter into an agreement, authorizing execution of the agreement.

7. AIR OR WATER POLLUTION VIOLATION:

Under the State laws, the CONTRACTOR shall not be: (1) in violation of any order or resolution not subject to review promulgated by the State Air Resources Board or an air pollution control district; (2) subject to cease and desist order not subject to review issued pursuant to Section 13301 of the Water Code for violation of waste discharge requirements or discharge prohibitions; or (3) finally determined to be in violation of provisions of federal law relating to air or water pollution.

8. PAYEE DATA RECORD FORM STD. 204:

This form must be completed by all CONTRACTORS that are not another state agency or other governmental entity.

9. INSPECTION and Audit of Records and access to Facilities:

The State, CMS, the Office of the Inspector General, the Comptroller General, and their designees may, at any time, inspect and audit any records or documents of CONTRACTOR or its subcontractors, and may, at any time, inspect the premises, physical facilities, and equipment where Medicaid-related activities or work is conducted. The right to audit under this section exists for ten (10) years from the final date of the contract period or from the date of completion of any audit, whichever is later.

Federal database checks. Consistent with the requirements at § 455.436 of this chapter, the State must confirm the identity and determine the exclusion status of CONTRACTOR, any subcontractor, as well as any person with an ownership or control interest, or who is an agent or managing employee of CONTRACTOR through routine checks of Federal databases. This includes the Social Security Administration's Death Master File, the National Plan and Provider Enumeration System (NPPES), the List of Excluded Individuals/Entities (LEIE), the System for Award Management (SAM), and any other databases as the State or Secretary may prescribe. These databases must be consulted upon contracting and no less frequently than monthly thereafter. If the State finds a party that is excluded, it must promptly notify the CONTRACTOR and take action consistent with § 438.610(c).

The State must ensure that CONTRACTOR with which the State contracts under this part is not located outside of the United States and that no claims paid by a CONTRACTOR to a network provider, out-of-network provider, subcontractor or financial institution located outside of the U.S. are considered in the development of actuarially sound capitation rates.

PROTOCOL FOR COMPLETION OF INCIDENT REPORT

- An Incident Report shall be completed for all incidents involving inmates receiving behavioral health care services. The staff person who becomes aware of the incident shall complete this form, and their supervisor shall co-sign the form.
- When more than one (1) inmate is involved in an incident, a separate form shall be completed for each inmate.

Where the forms should be sent - within 24 hours from the time of the incident:

- Incident Report should be sent to:
DBH Deputy Director (or designee)

INCIDENT REPORT WORKSHEET

When did this happen? (date/time) _____ Where did this happen? _____

Name/DMH # _____

1. Background information of the incident:

2. Method of investigation: (chart review, face-to-face interview, etc.)

Who was affected? (If other than consumer) _____

List key people involved. (witnesses, visitors, physicians, employees)

3. Preliminary findings: How did it happen? Sequence of events. Be specific. If attachments are needed write comments on an 8 1/2 sheet of paper and attach to worksheet.

Outcome severity: *Nonexistent* *inconsequential* *consequential* *death* *not applicable* *unknown*

4. Response: a) corrective action, b) Plan of Action, c) other

Completed by (print name) _____

Completed by (signature) _____ Date completed _____

Reviewed by Supervisor (print name) _____

Supervisor Signature _____ Date _____

apprise them of the incident. The Patrol Watch Commander may be requested to activate the Crisis Negotiations Team (CNT), outside support agencies, equipment, personnel, and dispatch a detective to the scene for the crime report.

III. DURING NEGOTIATIONS

- A. While at the scene, the CNT members will conduct all verbal or written communications between the hostage taker(s) and the Incident Commander. CNT will immediately notify the Incident Commander of any changes in the following situations:
 - 1. Hostage status
 - 2. Incident changes and developments
 - 3. Hostage taker demands
 - 4. Any and all pertinent information concerning the incident
- B. Staff members at the scene not actively involved with negotiations will not act or speak out to the hostage taker(s) or hostages.
- C. The Tactical Commander will formulate a plan to take the necessary actions, using the appropriate force, to terminate the hostage situation in the event negotiations fail. Hostage safety will be of paramount concern.

IV. HOSTAGE SURVIVAL STRATEGIES

- A. If taken hostage, it is important to make the transition from being a victim to being a survivor. The following are not strict rules that must be rigidly followed, but rather general guidelines. There will always be exceptions.
 - 1. Regain/maintain composure. Try to be calm, focused and clear-headed at all times. Do not stand out from other hostages. Drawing unnecessary attention increases the chance of being singled out and victimized.
 - 2. Maintain a low-key, unprovocative posture. Overt resistance is usually counterproductive in a hostage situation.
 - a. Remain calm and follow instructions. Comply with the hostage takers when at all possible.
 - b. Be stoic. Maintain an outward face of acceptance of adversity with

- dignity. Avoid open displays of cowardice and fear. Inmates will view frailty and feebleness as weakness, which may lead to victimization.
- c. Do not antagonize, threaten or aggravate the hostage takers. Avoid saying "no", or arguing with the hostage takers. Do not act authoritative. The hostage takers must make it known that they are in charge.
 - d. Eye contact may be regarded as a challenge; make eye contact with the hostage takers sparingly.
 - e. Fight off basic instincts, such as anger and hostility. Be polite and remain alert. Speak normally and don't complain.
3. Hostages should try to establish a level of rapport or communication with their captors in attempt to get the captors to recognize them as human beings.
 - a. Find a mutual ground, an association with the hostage takers. Foster communication on non-threatening topics (e.g., family, hobbies, sports, interests).
 - b. Use the captors' first names, if known. However, if hostage takers are attempting to conceal their identity, do not give any indication that they are recognized.
 - c. Listen actively to the captors' feelings and concerns, but never praise, participate in, or debate their "cause". If they want to talk about their cause, act interested in their viewpoints. Avoid being overly solicitous, which may be viewed as patronizing or insincere.
 - d. Do not befriend the inmates; such an attempt will likely result in exploitation.
 - e. Try asking for items that will increase personal comfort. Make requests in a reasonable, low-key manner.
 4. Be prepared to be isolated and disoriented.
 - a. Do not talk to other hostages. The hostage takers may think a plot is being formed.
 - b. Develop mind games to stimulate thinking and maintain mental alertness.
 5. Be tolerant of fellow hostages. Just as each person has different reactions to stress, each individual will have different methods of coping as a hostage. Some methods are not effective and may endanger the

group, or be annoying to other hostages (e.g., constant talking). Try to help these people cope in other ways.

6. Gather intelligence. Hostages should take in and store as much detail, about their captors as possible without drawing attention to their efforts. Make mental notes and attempt to gather the following information: identification of the ring leader, the number of hostage takers, the type of weapons they are using, their tactics, location within the area, etc.
 7. Maintain hope. Depending on the circumstances, resolution of hostage situations can be a lengthy process.
- B. Stay away from doors and windows through which rescue teams may enter or shoot. If a rescue is attempted, drop to the floor and keep hands in view.
- C. If there is a chance to escape, the hostage should be certain of their success.
1. Balance the likely payoff of any behavior with the possible consequences. Hostage takers may use violence or death to teach a lesson.
 2. Realize that Central Control will not open any doors for anyone.
- D. Hostages should be aware of the "Stockholm Syndrome", whereby hostages begin to show sympathy toward their captors. Hostages who develop Stockholm Syndrome often view the captor as *giving life* by simply not taking it. Such hostages often misinterpret a *lack of abuse* as kindness and may develop feelings of appreciation for the perceived benevolence.



**FRESNO COUNTY SHERIFF-CORONER'S OFFICE
JAIL DIVISION**

**APPLICATION FOR FACILITY ACCESS TO
THE FRESNO COUNTY DETENTION FACILITIES**

<i>For Office Use Only</i>
JAIL PASS
ISSUED <input type="checkbox"/>
DID NOT ISSUE <input type="checkbox"/>
Processed by: _____
<small>Initials</small>

Name: _____

Agency/Firm/Organization Represented: _____

Agency/Firm/Organization Address: _____

Agency/Firm/Organization Telephone: _____

Immediate Supervisor: _____

Your Job Title: _____

Reason requesting authorization for Jail Clearance: (Interviews, Assessments, Lead Groups/ Classes, Volunteer, etc.)

After completing this form and the attached "Personal History Statement," immediately have your fingerprints taken at the Main Jail Fingerprints Room, located on the first floor of the Main Jail Detention Facility at 1225 "M" Street.

The review of clearance for approval will take place after fingerprints are researched in Sacramento for any criminal history. Notification will be made when the review is complete.

Temporary clearances are not granted.

Instructions to the Applicant

- The information provided in this Personal History Statement (PHS) will be used in the background investigation to determine suitability for clearance to enter the Fresno County Sheriff-Coroner's Office Detention Facilities.
- Fill out the form completely and accurately.
- Type or legibly print (in ink) all required information.
- If a question does not apply, enter **N/A** (not applicable) in the space provided for your response.
- If more space is needed for responses, attach additional pages and identify the information by the question number.

Accurate and Full Disclosure

Keep in mind that:

1. **The completion of a Personal History Statement is mandatory.**
2. All statements are subject to verification.
3. Inaccuracies or incomplete statements may bar or remove you from consideration for clearance.
4. All required time periods in your background must be accounted for.
5. Attach copies of any required certificates, letters, transcripts, etc. as proof that you meet requirements for the position/clearance level applying for.
6. If self-employed as an interpreter, please attach a copy of your business license.
7. If employed by a law firm or social services agency, attach a letter from your immediate supervisor, on appropriate letterhead, verifying full-time employment and credentials.
8. If licensed, attach a photocopy of your license and/or credentials.
9. If representing a court approved program, provide a letter of verification from the Courts and the District Attorney's Office.
10. If applying as a Volunteer with Religious Programs, Alcoholics Anonymous, or Narcotics Anonymous, provide a letter of recommendation from the agency you are representing.

It is to your advantage to respond openly. All factors in your background will be evaluated in terms of the circumstances and facts surrounding their occurrence, and their degree of relevance. For example, having an arrest record is not in itself grounds for disqualification. During the investigation, the investigator will inquire into the facts surrounding such an occurrence. An evaluation will then be made of the relevance of these facts to the requirements for clearance.

Disclosure of Arrests and Convictions

As an applicant, you are required to disclose any of the following which occurred on or after your 18th birthday (even if the records are sealed):

1. All arrests, whether they result in a conviction or not.
2. All convictions.
3. All diversion programs, whether completed or not (unless medically related).

SECTION 1: PERSONAL

1. YOUR FULL NAME
LAST FIRST MIDDLE

2. OTHER NAMES, INCLUDING NICKNAMES, YOU HAVE USED OR BEEN KNOWN BY

3. ADDRESS WHERE YOU RESIDE
STREET APT/UNIT
CITY STATE ZIP

4. MAILING ADDRESS, IF DIFFERENT FROM RESIDENCE

5. CONTACT NUMBERS
HOME () - WORK () - EXT OTHER () - CELL FAX PAGER

6. EMAIL ADDRESS
HOME BUSINESS

7. BIRTHDATE 8. SOCIAL SECURITY NUMBER 9. DRIVER'S LICENSE: 10. PLACE OF BIRTH

10. PHYSICAL DESCRIPTION
HEIGHT WEIGHT LBS HAIR COLOR EYE COLOR SEX M F

SECTION 2: EMERGENCY NOTIFICATION

A) NAME	STREET	HOME () -
RELATIONSHIP	CITY	WORK () -
	STATE ZIP	EXT
B) NAME	STREET	HOME () -
RELATIONSHIP	CITY	WORK () -
	STATE ZIP	EXT
C) DOCTOR/MEDICAL SERVICES	STREET	HOME () -
	CITY	WORK () -
	STATE ZIP	EXT

SECTION 3: Certification/License

11. I possess a certificate or license from the following institution:

SECTION 4: LEGAL

12. HAVE YOU EVER BEEN ARRESTED OR CONVICTED OF ANY MISDEMEANOR OR FELONY OFFENSE IN THIS OR ANY OTHER STATE OR COUNTRY?

YES NO IF YES, LIST ALL OFFENSES, INCLUDING THOSE PUNISHABLE UNDER THE UNIFORM CODE OF MILITARY JUSTICE.

ARRESTS / CONVICTIONS

A APPROX DATE	LAW ENFORCEMENT AGENCY
---------------	------------------------

EXPLAIN CIRCUMSTANCES

B APPROX DATE	LAW ENFORCEMENT AGENCY
---------------	------------------------

EXPLAIN CIRCUMSTANCES

C APPROX DATE	LAW ENFORCEMENT AGENCY
---------------	------------------------

EXPLAIN CIRCUMSTANCES

D APPROX DATE	LAW ENFORCEMENT AGENCY
---------------	------------------------

EXPLAIN CIRCUMSTANCES

13. Have you ever been placed on court probation as an adult?

YES NO IF YES, EXPLAIN THE CIRCUMSTANCES AND INCLUDE WHEN, WHERE AND WHY.

14. Have you ever been denied access to any other detention facilities?

YES NO IF YES, EXPLAIN THE CIRCUMSTANCES AND INCLUDE WHEN, WHERE AND WHY.

FRESNO COUNTY SHERIFF-CORONER'S OFFICE
No Hostage Acknowledgment

You are requesting permission to enter a no hostage facility. It is the policy of the Fresno County Sheriff-Coroner's Office that employees will not recognize hostages for bargaining purposes or permit inmates or others to use hostages to escape from custody. This policy will be applied in all cases without regard to the sex, age, or employment status of any hostage.

It is the policy of the Fresno County Sheriff-Coroner's Office that all persons entering this facility may be subject to search.

The undersigned acknowledges that working or performing any activities within the Fresno County Sheriff-Coroner's Jail facilities can be dangerous. The dangers include the risk of personal injury and the damage to personal property. It is understood that the Fresno County Sheriff-Coroner's Office maintains a **NO HOSTAGE FACILITY**.

SECTION 5. Applicant Signature

I hereby certify that I have read and understand all rules and statements contained in this application and that I personally completed each page of this form and any supplemental page(s) I have attached, and that all statements made on each and every page are true and complete to the best of my knowledge and belief. I understand that any misstatement of material fact may subject me to disqualification, or, if I have been appointed, may disqualify me from attaining clearance.

SIGNATURE IN FULL

DATE

***** FOR OFFICIAL USE ONLY *****

Fingerprints taken: _____
Date Initials Comp ID#

Warrant/Offendertrak/NAMS Check: **Active** _____ **Negative** _____
Date Initials Comp ID#

Professional License: **Verified** _____ **Active** _____
Date Initials Comp ID#
Expires: _____

SERGEANT'S REVIEW

Approved: Yes _____ No _____

Contact Level: Red _____ Yellow _____ Green _____ White _____ Orange _____ Blue _____

Expiration Date: _____

Signature: _____ Date: _____

LIEUTENANT'S REVIEW

Approved: Yes _____ No _____

Signature: _____ Date: _____

Individual Received Pass _____

Clearance Revoked: _____ Reason: _____



FRESNO COUNTY Sheriff-Coroner's OFFICE
JAIL DIVISION
DETENTION FACILITIES IDENTIFICATION CARD

You have received a Jail identification card that will allow you to enter the Fresno County Detention Facilities. Your ID card has been issued with an expiration date (located beneath your photo). It is each individual's responsibility to renew their ID card prior to the expiration date. The Sheriff's Office will not issue a reminder.

If your badge expires prior to renewal, you will need to reapply and could be required to pay a fee to be re-fingerprinted.

If your ID card is lost, stolen or misplaced, it is your responsibility to report the loss to both the Sheriff's Office and your employer. **IMMEDIATELY** call and notify the Jail Pass Coordinator at (559) 600-8241.

In order to facilitate replacement of an ID card, you will need to submit the following:

- A letter addressed to the Jail Operations Bureau Commander explaining the circumstances of the loss, and if applicable, the steps you will take to prevent reoccurrence.
- A letter from your employer requesting replacement of the ID card (to include the telephone number and signature of your supervisor).

Without these documents, the ID card will not be reissued.

If you separate employment from your current employer, you are required to return your ID card within ten (10) business days to:

Ida Chapa
Fresno County Sheriff's Office
Jail Operations Bureau
1225 "M" Street
Fresno, CA 93721

The ID card is the property of the Fresno County Sheriff's Office. If you fail to return your ID card, it could prohibit you from being able to receive another ID card in the future.

Identification cards are not to be altered in any way.

I have read and understand the above conditions associated with maintaining a Fresno County Detention Facility ID card. I agree to comply with the conditions as set forth herein.

Printed Name _____

Signature _____

Date _____

Ida Chapa- (559) 600-8241
Witnessed by _____

2955
Computer Number _____

NEW BADGE REQUEST:

You will need the following:

- 1) **Live scan/Fingerprints:** Fee for Live scan: **\$52**
(Cash or Company/Cashier's Check or Money Order)
(Made payable to: Fresno County Sheriff)
- 2) Completed **Application for Facility Access**
- 3) **Letter from Supervisor or Department Head** (letter's need to indicate that the 'employee works for your department/business' for the specific purpose stated. Also the following sentences must also be added to every letter:

We are aware and understand that (specify company name here) and (Specify full employee name here) are both responsible for the return of the jail pass to the Sheriff's Department upon separation of employment.

- 4) Copy of your professional license w/ expiration date (when applicable)

Fingerprinting location and hours: Main Jail: 1225 "M" Street, Fresno, CA 93721 (corner of Fresno Street and M Street) hours Monday thru Friday 7am to 2:00pm NO APPOINTMENT NEEDED.

After fingerprinting, this process may take days or up to several months. I will contact you, for an appointment to have your photo taken when your request has been approved. Faxed copies will not be accepted.

Please make sure to fill out every question on this application. If you have no answer for a question please indicate so with N/A so that we know you acknowledge that question. Thank you.

NEW BADGE REQUEST:

You will need the following:

- 1) **Fingerprints:** (Fingerprint Authorization form)

2) Completed **Application for Facility Access**

3) **Letter from Supervisor or Department Head** (letter's need to indicate that the 'employee works for your department/business' for the specific purpose stated. Also the following sentences must also be added to every letter:

We are aware and understand that (specify company name here) and (Specify full employee name here) are both responsible for the return of the jail pass to the Sheriff's Department upon separation of employment.

Fingerprinting location and hours: Main Jail: 1225 "M" Street, Fresno, CA 93721 (corner of Fresno Street and M Street) hours Monday thru Friday 7am to 2:00pm NO APPOINTMENT NEEDED.

After fingerprinting, this process may take days or up to several months. I will contact you, for an appointment to have your photo taken when your request has been approved. Faxed copies will not be accepted.

Please make sure to fill out every question on this application. If you have no answer for a question please indicate so with N/A so that we know you acknowledge that question. Thank you.

BADGE RENEWAL REQUEST:

The following will be needed:

1) Completed **Application for Renewal Access**

2) **Letter from Supervisor or Department Head requesting a renewal be issued** (letter's need to indicate that the 'employee works for your department/business' for the specific purpose stated. Also the following sentences must also be added to every letter:

We are aware and understand that (specify company name here) and (Specify full employee name here) are both responsible for the return of the jail pass to the Sheriff's Department upon separation of employment.

3) Copy of your professional license w/ expiration date (when applicable)

They will need to call (**600-8241**) or email (**Ida.Chapa@fresnosheriff.org**) to make an appointment at least 1 month or so **BEFORE** they expire. Appointments are done Monday

thru Friday between 7:00am to 2:00pm. **JAIL PASS RENEWALS WILL NOT BE DONE WITHOUT A LETTER OR EXPIRING JAIL PASS**

Please make sure to fill out every question on this application. If you have no answer for a question please indicate so with N/A so that we know you acknowledge that question. Thank you.

BADGE RENEWAL REQUEST:

The following will be needed:

- 1) Completed **Application for Renewal Access**
- 2) Copy of your **Professional license w/ expiration date**

They will need to call (**600-8241**) or email (**Ida.Chapa@fresnosheriff.org**) to make an appointment at least 1 month or so **BEFORE** they expire. Appointments are done Monday thru Friday between 7:00am to 2:00pm. **JAIL PASS RENEWALS WILL NOT BE DONE WITHOUT A LETTER OR EXPIRING JAIL PASS**

Please make sure to fill out every question on this application. If you have no answer for a question please indicate so with N/A so that we know you acknowledge that question. Thank you.

EXPIRED BADGE:

Will need:

- 1) Completed **Application for Renewal Access**
- 2) **Letter from Supervisor or Department Head requesting a renewal be issued** (letter's need to indicate that the 'employee works for your department/business' for the specific purpose stated. Also the following sentences must also be added to every letter:

We are aware and understand that (specify company name here) and (Specify full employee name here) are both responsible for the return of the jail pass to the Sheriff's Department upon separation of employment.

3) Copy of your professional license w/ expiration date (when applicable)

All paper work will need to be turned in to Ida Chapa (Monday thru Friday between 7am and 2pm) along with their expired jail pass. They will be without their jail pass until they are re-approved. Once they are re-approved they will be notified by either phone call or email to let them know to set an appointment for their photo. **FAXED COPIES WILL NOT BE ACCEPTED.**

Please make sure to fill out every question on this application. If you have no answer for a question please indicate so with N/A.

****No arrest with in the last 2 years please indicates so with N/A.** Thank you.



FRESNO COUNTY SHERIFF'S OFFICE

POLICY ACKNOWLEDGEMENT**#D-360 – SEXUAL MISCONDUCT AND ABUSE**

As part of the *National Standards to Prevent, Detect, and Respond to Prison Rape*, the Sheriff's Office is required to ensure that all employees, contractors, and volunteers who have contact with inmates are aware of their responsibilities under the Sheriff's Office sexual abuse prevention, detection, and response policy and procedure.

ZERO-TOLERANCE

The Fresno County Sheriff's Office maintains a ZERO-TOLERANCE policy regarding sexual abuse and sexual harassment. Not only does this include inmate-on-inmate sexual assault, but also sexual abuse, sexual misconduct, and sexual harassment of an inmate by a staff member, contractor, or volunteer. Definitions of each are provided under Section II of the policy.

SEXUAL ABUSE - IMMEDIATE RESPONSE

If the inmate was sexually abused within a time period that still allows for the collection of physical evidence, request that the victim not take any actions that could destroy the evidence (e.g., showering, brushing teeth, changing clothes, using the restroom, eating, drinking), and then immediately notify correctional staff.

REPORTING ALLEGATIONS

An inmate may report sexual abuse* to any employee, volunteer, or contractor. If the inmate reports the sexual abuse to *you*, you are required to immediately notify your supervisor and report the information to the on-duty Jail Watch Commander (600-8440).

*Inmates may report any aspect of sexual abuse, sexual misconduct, and sexual harassment; retaliation by other inmates or staff for reporting sexual abuse and sexual harassment; and staff neglect or violation of responsibilities that may have contributed to an incident of sexual abuse.

Any allegation is a very serious situation and shall be treated with discretion and confidentiality. Apart from reporting to your supervisor and the Jail Watch Commander, do not reveal any information related to the sexual abuse to anyone other than those who "need to know" (i.e., those who need to make treatment, investigation, and other security and management decisions).

SENSITIVITY

Victims of sexual abuse may be seriously traumatized both physically and mentally. You are expected to be sensitive to the inmate during your interactions with him/her.

SEXUAL DISORDERLY CONDUCT

By choosing to work in a jail environment, you have accepted the possibility that you may face inappropriate and socially deviant behavior. While it is not possible to stop all obscene comments and conduct by inmates, neither shall it be accepted; acts of indecent exposure, sexual disorderly conduct and exhibitionist masturbation will not be tolerated. Any inmate who engages in indecent exposure or sexual disorderly conduct shall be reported immediately to correctional staff, with a follow-up advisement to your supervisor.

Sexually hostile conduct shall not be ignored.

If you have any questions, please contact _____.
Please sign and return the attached Policy Acknowledgement form to your supervisor.

**FRESNO COUNTY SHERIFF'S OFFICE
JAIL DIVISION**

POLICY ACKNOWLEDGEMENT

#D-360 – SEXUAL MISCONDUCT AND ABUSE

I hereby acknowledge that I received a copy of the *Sexual Misconduct and Abuse* policy for the Jail Division of the Fresno County Sheriff's Office and that I have read it, understand its meaning, and agree to conduct myself in accordance with it.

Signed: _____ Date: _____

Print Name: _____

Name of Employer: _____

Name of Supervisor: _____

Jail Active - In Inventory

Correctional Health

Org #	Assigned Div/Prog/Agency	Asset	Inv #	FR/GR #	Description	Model #	Serial #	Room #	Location	Status	Own/Rent
56201685	Jail Medical Services	Other Equipment	5382		Large Metal Shelving Unit			Medical Storage Area	South Jail Dunqeon	In Inventory	Own
56201685	Jail Medical Services	Other Equipment	5383		Large Metal Shelving Unit			Medical Storage Area	South Jail Dunqeon	In Inventory	Own
56201685	Jail Medical Services	Other Equipment	5376		Large Metal Shelving Unit			Medical Storage Area	South Jail Dunqeon	In Inventory	Own
56201685	Jail Medical Services	Other Equipment	5377		Large Metal Shelving Unit			Medical Storage Area	South Jail Dunqeon	In Inventory	Own
56201685	Jail Medical Services	Other Equipment	5381		Large Metal Shelving Unit			Medical Storage Area	South Jail Dunqeon	In Inventory	Own
56201685	Jail Medical Services	Other Equipment	5373		Large Metal Shelving Unit			Medical Storage Area	South Jail Dunqeon	In Inventory	Own
56201685	Jail Medical Services	Other Equipment	5374		Large Metal Shelving Unit			Medical Storage Area	South Jail Dunqeon	In Inventory	Own
56201685	Jail Medical Services	Other Equipment	5378		Large Metal Shelving Unit			Medical Storage Area	South Jail Dunqeon	In Inventory	Own
56201685	Jail Medical Services	Other Equipment	5379		Large Metal Shelving Unit			Medical Storage Area	South Jail Dunqeon	In Inventory	Own
56201685	Jail Medical Services	Other Equipment	5380		Large Metal Shelving Unit			Medical Storage Area	South Jail Dunqeon	In Inventory	Own
56201685	Jail Medical Services	Other Equipment	5375		Large Metal Shelving Unit			Medical Storage Area	South Jail Dunqeon	In Inventory	Own
56201685	Jail Medical Services	Lab/Medical Equipment	4999		Dental Tool Tray (Chair Attachment)			Dental Exam Room #1	Main Jail 2nd Floor	Active	Own
56201685	Jail Medical Services	Lab/Medical Equipment	5079		Reichert Scientific 150 Dual Optical Microscope		BD306144	OHU Medical Supplu Closet	Main Jail 2nd Floor	Active	Own
56201685	Jail Medical Services	Lab/Medical Equipment	5086		Oxygen Cart			Oxygen Closet	Main Jail 2nd Floor	Active	Own
56201685	Jail Medical Services	Office Equipment	5446		Fellows Shredder			Secretary Office	Main Jail 2nd Floor	Active	Own
56201685	Jail Medical Services	Lab/Medical Equipment	4996		Amalgamator			Dental Exam Room #1	Main Jail 2nd Floor	In Inventory	Own
56201685	Jail Medical Services	Lab/Medical Equipment	4997		Pelton & Crane Dental Exam Chair w/Water Reservoir			Dental Exam Room #1	Main Jail 2nd Floor	In Inventory	Own
56201685	Jail Medical Services	Lab/Medical Equipment	5022		Peri Pro Transport Cleaning Kit			Dental X-Ray Room	Main Jail 2nd Floor	In Inventory	Own
56201685	Jail Medical Services	Lab/Medical Equipment	5023		Source-Ray Inc SR-130 Rolling X-Ray Stand			Dental X-Ray Room	Main Jail 2nd Floor	In Inventory	Own
56201685	Jail Medical Services	Lab/Medical Equipment	5028		Welch Allyn Suretemp		2479601	Dental X-Ray Room	Main Jail 2nd Floor	In Inventory	Own
56201685	Jail Medical Services	Lab/Medical Equipment	5033		X-Ray Viewer/Light Box			Dental X-Ray Room	Main Jail 2nd Floor	In Inventory	Own
56201685	Jail Medical Services	Appliance	5034		Haines Refreigerator 1X1			Dispensary	Main Jail 2nd Floor	In Inventory	Own
56201685	Jail Medical Services	Appliance	5035		Haines Refrigerator 18"X18"			Dispensary	Main Jail 2nd Floor	In Inventory	Own

Report total items:

286

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Jail Active - In Inventory

56201685	Jail Medical Services	Lab/Medical Equipment	5006	Delta Autoclave		Dental Office	Main Jail 2nd Floor	In Inventory	Own
56201685	Jail Medical Services	Lab/Medical Equipment	5007	Steris Amsco Eagle Autoclave		Dental Office	Main Jail 2nd Floor	In Inventory	Own
56201685	Jail Medical Services	Lab/Medical Equipment	5009	Pelton & Crane Dental Chair		Dental Office	Main Jail 2nd Floor	In Inventory	Own
56201685	Jail Medical Services	Lab/Medical Equipment	5040	Horizon Autoclave		Laboratory	Main Jail 2nd Floor	In Inventory	Own
56201685	Jail Medical Services	Lab/Medical Equipment	5042	DeVilbiss Pulmomate Nebulizer		Laboratory	Main Jail 2nd Floor	In Inventory	Own
56201685	Jail Medical Services	Appliance	5043	Kenmore Refrigerator/Freezer 14		Laboratory	Main Jail 2nd Floor	In Inventory	Own
56201685	Jail Medical Services	Lab/Medical Equipment	5003	X-Ray Viewer/Light Box		Dental Exam Room #1	Main Jail 2nd Floor	In Inventory	Own
56201685	Jail Medical Services	Lab/Medical Equipment	5004	Sonix IV Ultrasonic Sterilizer		Dental Exam Room #2	Main Jail 2nd Floor	In Inventory	Own
56201685	Jail Medical Services	Lab/Medical Equipment	5005	X-Ray Viewer/Light Box		Dental Exam Room #2	Main Jail 2nd Floor	In Inventory	Own
56201685	Jail Medical Services	Lab/Medical Equipment	5054	Elite Vascular Ultrasound		OHU Exam Room	Main Jail 2nd Floor	In Inventory	Own
56201685	Jail Medical Services	Lab/Medical Equipment	5055	Exam Lamp		OHU Exam Room	Main Jail 2nd Floor	In Inventory	Own
56201685	Jail Medical Services	Lab/Medical Equipment	5058	Welch Allyn Eye Spectrometer and Light		OHU Exam Room	Main Jail 2nd Floor	In Inventory	Own
56201685	Jail Medical Services	Lab/Medical Equipment	5010	Dentist Chair		Dental Office	Main Jail 2nd Floor	In Inventory	Own
56201685	Jail Medical Services	Lab/Medical Equipment	5011	Various Dental Tools (Autoclavable)		Dental Office	Main Jail 2nd Floor	In Inventory	Own
56201685	Jail Medical Services	Lab/Medical Equipment	5021	Exam Table		Dental X-Ray Room	Main Jail 2nd Floor	In Inventory	Own
56201685	Jail Medical Services	Lab/Medical Equipment	5062	Laerdal LCSU Compact Suction Unit		OHU Exam Room	Main Jail 2nd Floor	In Inventory	Own
56201685	Jail Medical Services	Lab/Medical Equipment	5064	Mayo Stand		OHU Exam Room	Main Jail 2nd Floor	In Inventory	Own
56201685	Jail Medical Services	Lab/Medical Equipment	5065	Mayo Stand		OHU Exam Room	Main Jail 2nd Floor	In Inventory	Own
56201685	Jail Medical Services	Lab/Medical Equipment	5030	Welch Allyn Suretemp	2895254	Dental X-Ray Room	Main Jail 2nd Floor	In Inventory	Own
56201685	Jail Medical Services	Lab/Medical Equipment	5031	Welch Allyn Suretemp Plus	2895251	Dental X-Ray Room	Main Jail 2nd Floor	In Inventory	Own
56201685	Jail Medical Services	Lab/Medical Equipment	5032	Welch Allyn Suretemp Probe Attachment		Dental X-Ray Room	Main Jail 2nd Floor	In Inventory	Own
56201685	Jail Medical Services	Lab/Medical Equipment	5069	Oxygen Cart		OHU Exam Room	Main Jail 2nd Floor	In Inventory	Own
56201685	Jail Medical Services	Lab/Medical Equipment	5070	Concor Oxygen Regulator		OHU Exam Room	Main Jail 2nd Floor	In Inventory	Own
56201685	Jail Medical Services	Lab/Medical Equipment	5071	Oxygen Tank Stand		OHU Exam Room	Main Jail 2nd Floor	In Inventory	Own
56201685	Jail Medical Services	Lab/Medical Equipment	5036	Narcotic Box 1X1		Dispensary	Main Jail 2nd Floor	In Inventory	Own

Report total items:

286

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Jail Active - In Inventory

56201685	Jail Medical Services	Appliance	5037	Kenmore Refrigerator/Freezer 14	Dispensary	Main Jail 2nd Floor	In Inventory	Own
56201685	Jail Medical Services	Lab/Medical Equipment	5039	X-Ray Viewer/Light Box	Head Nurse Office	Main Jail 2nd Floor	In Inventory	Own
56201685	Jail Medical Services	Lab/Medical Equipment	5078	Wheelchair	OHU Exam Room	Main Jail 2nd Floor	In Inventory	Own
56201685	Jail Medical Services	Lab/Medical Equipment	5081	Detecto Weight Scale	Oxygen Closet	Main Jail 2nd Floor	In Inventory	Own
56201685	Jail Medical Services	Lab/Medical Equipment	5082	Exam Lamp	Oxygen Closet	Main Jail 2nd Floor	In Inventory	Own
56201685	Jail Medical Services	Lab/Medical Equipment	5045	Autoclave	Laboratory Closet	Main Jail 2nd Floor	In Inventory	Own
56201685	Jail Medical Services	Lab/Medical Equipment	5046	Spencer Microscope	Medical Director Office	Main Jail 2nd Floor	In Inventory	Own
56201685	Jail Medical Services	Lab/Medical Equipment	5052	Doctor Stool	OHU Exam Room	Main Jail 2nd Floor	In Inventory	Own
56201685	Jail Medical Services	Lab/Medical Equipment	5088	Oxygen Regulator	Oxygen Closet	Main Jail 2nd Floor	In Inventory	Own
56201685	Jail Medical Services	Lab/Medical Equipment	5089	Oxygen Regulator	2367426 Oxygen Closet	Main Jail 2nd Floor	In Inventory	Own
56201685	Jail Medical Services	Lab/Medical Equipment	5090	Oxygen Tank Stand	Oxygen Closet	Main Jail 2nd Floor	In Inventory	Own
56201685	Jail Medical Services	Lab/Medical Equipment	5059	First Aid Bag, BP Cuff, Stethoscope	OHU Exam Room	Main Jail 2nd Floor	In Inventory	Own
56201685	Jail Medical Services	Lab/Medical Equipment	5060	First Aid Bag, BP Cuff, Stethoscope	OHU Exam Room	Main Jail 2nd Floor	In Inventory	Own
56201685	Jail Medical Services	Lab/Medical Equipment	5061	Floor Health-O-Meter Scale	OHU Exam Room	Main Jail 2nd Floor	In Inventory	Own
56201685	Jail Medical Services	Lab/Medical Equipment	5094	Concor Oxygen Regulator	Utility Room	Main Jail 2nd Floor	In Inventory	Own
56201685	Jail Medical Services	Lab/Medical Equipment	5095	Welch Allyn Suretemp Probe Attachment	Dental X-Ray Room	Main Jail 2nd Floor	In Inventory	Own
56201685	Jail Medical Services	Lab/Medical Equipment	5096	Welch Allyn Suretemp Probe Attachment	Dental X-Ray Room	Main Jail 2nd Floor	In Inventory	Own
56201685	Jail Medical Services	Lab/Medical Equipment	5066	Neck Stabilizer Collar	OHU Exam Room	Main Jail 2nd Floor	In Inventory	Own
56201685	Jail Medical Services	Lab/Medical Equipment	5067	Oxygen Canister	OHU Exam Room	Main Jail 2nd Floor	In Inventory	Own
56201685	Jail Medical Services	Lab/Medical Equipment	5068	Oxygen Canister	OHU Exam Room	Main Jail 2nd Floor	In Inventory	Own
56201685	Jail Medical Services	Lab/Medical Equipment	5102	Narcotic Box 1X1	Dispensary	Main Jail 2nd Floor	In Inventory	Own
56201685	Jail Medical Services	Lab/Medical Equipment	5103	Narcotic Box 1X1	Dispensary	Main Jail 2nd Floor	In Inventory	Own
56201685	Jail Medical Services	Lab/Medical Equipment	5104	Narcotic Box 1X1	Dispensary	Main Jail 2nd Floor	In Inventory	Own
56201685	Jail Medical Services	Lab/Medical Equipment	5072	Precision Xtra Diabetic Meter	OHU Exam Room	Main Jail 2nd Floor	In Inventory	Own
56201685	Jail Medical Services	Lab/Medical Equipment	5073	Privacy Curtain	OHU Exam Room	Main Jail 2nd Floor	In Inventory	Own

Report total items:

286

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Jail Active - In Inventory

56201685	Jail Medical Services	Appliance	5075	Kenmore Refrigerator/Freezer 16	OHU Exam Room	Main Jail 2nd Floor	In Inventory	Own
56201685	Jail Medical Services	Lab/Medical Equipment	5108	Narcotic Box 1X1	Dispensary	Main Jail 2nd Floor	In Inventory	Own
56201685	Jail Medical Services	Lab/Medical Equipment	5109	Narcotic Box 1X1	Dispensary	Main Jail 2nd Floor	In Inventory	Own
56201685	Jail Medical Services	Lab/Medical Equipment	5111	Horizon Autoclave	Laboratory	Main Jail 2nd Floor	In Inventory	Own
56201685	Jail Medical Services	Lab/Medical Equipment	5083	First Aid Bag, BP Cuff, Stethoscope	Oxygen Closet	Main Jail 2nd Floor	In Inventory	Own
56201685	Jail Medical Services	Lab/Medical Equipment	5085	Oxygen Cart	Oxygen Closet	Main Jail 2nd Floor	In Inventory	Own
56201685	Jail Medical Services	Lab/Medical Equipment	5087	Oxygen Cart	Oxygen Closet	Main Jail 2nd Floor	In Inventory	Own
56201685	Jail Medical Services	Lab/Medical Equipment	5115	Horizon Autoclave	Laboratory	Main Jail 2nd Floor	In Inventory	Own
56201685	Jail Medical Services	Lab/Medical Equipment	5116	Horizon Autoclave	Laboratory	Main Jail 2nd Floor	In Inventory	Own
56201685	Jail Medical Services	Lab/Medical Equipment	5117	Horizon Autoclave	Laboratory	Main Jail 2nd Floor	In Inventory	Own
56201685	Jail Medical Services	Lab/Medical Equipment	5091	Single Cylinder Oxygen Cart	Oxygen Closet	Main Jail 2nd Floor	In Inventory	Own
56201685	Jail Medical Services	Lab/Medical Equipment	5092	Wheelchair	Oxygen Closet	Main Jail 2nd Floor	In Inventory	Own
56201685	Jail Medical Services	Lab/Medical Equipment	5093	Stryker Cast Saw	Utility Room	Main Jail 2nd Floor	In Inventory	Own
56201685	Jail Medical Services	Lab/Medical Equipment	5121	DeVilbiss Pulmomate Nebulizer	Laboratory	Main Jail 2nd Floor	In Inventory	Own
56201685	Jail Medical Services	Lab/Medical Equipment	5122	DeVilbiss Pulmomate Nebulizer 4650D	Laboratory	Main Jail 2nd Floor	In Inventory	Own
56201685	Jail Medical Services	Lab/Medical Equipment	5124	Precision Xtra Diabetic Meter	OHU Exam Room	Main Jail 2nd Floor	In Inventory	Own
56201685	Jail Medical Services	Lab/Medical Equipment	5097	Welch Allyn Suretemp Probe Attachment	Dental X-Ray Room	Main Jail 2nd Floor	In Inventory	Own
56201685	Jail Medical Services	Lab/Medical Equipment	5100	Narcotic Box 1X1	Dispensary	Main Jail 2nd Floor	In Inventory	Own
56201685	Jail Medical Services	Lab/Medical Equipment	5101	Narcotic Box 1X1	Dispensary	Main Jail 2nd Floor	In Inventory	Own
56201685	Jail Medical Services	Lab/Medical Equipment	5128	Privacy Curtain	OHU Exam Room	Main Jail 2nd Floor	In Inventory	Own
56201685	Jail Medical Services	Lab/Medical Equipment	5129	Privacy Curtain	OHU Exam Room	Main Jail 2nd Floor	In Inventory	Own
56201685	Jail Medical Services	Lab/Medical Equipment	5131	Oxygen Cart	Oxygen Closet	Main Jail 2nd Floor	In Inventory	Own
56201685	Jail Medical Services	Lab/Medical Equipment	5105	Narcotic Box 1X1	Dispensary	Main Jail 2nd Floor	In Inventory	Own
56201685	Jail Medical Services	Lab/Medical Equipment	5106	Narcotic Box 1X1	Dispensary	Main Jail 2nd Floor	In Inventory	Own
56201685	Jail Medical Services	Lab/Medical Equipment	5107	Narcotic Box 1X1	Dispensary	Main Jail 2nd Floor	In Inventory	Own
56201685	Jail Medical Services	Lab/Medical Equipment	5155	Victor Oxygen Regulator	Utility Room	Main Jail 2nd Floor	In Inventory	Own

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Jail Active - In Inventory

56201685	Jail Medical Services	Lab/Medical Equipment	5156	Victor Oxygen Regulator		Utility Room	Main Jail 2nd Floor	In Inventory	Own
56201685	Jail Medical Services	Lab/Medical Equipment	5157	Victor Oxygen Regulator		Utility Room	Main Jail 2nd Floor	In Inventory	Own
56201685	Jail Medical Services	Lab/Medical Equipment	5112	Horizon Autoclave		Laboratory	Main Jail 2nd Floor	In Inventory	Own
56201685	Jail Medical Services	Lab/Medical Equipment	5113	Horizon Autoclave		Laboratory	Main Jail 2nd Floor	In Inventory	Own
56201685	Jail Medical Services	Lab/Medical Equipment	5114	Horizon Autoclave		Laboratory	Main Jail 2nd Floor	In Inventory	Own
56201685	Jail Medical Services	Lab/Medical Equipment	5163	GE Wall Mount X-Ray Holder		X-Ray Room	Main Jail 2nd Floor	In Inventory	Own
56201685	Jail Medical Services	Lab/Medical Equipment	5164	Gendex Dental X-Ray Machine		X-Ray Room	Main Jail 2nd Floor	In Inventory	Own
56201685	Jail Medical Services	Lab/Medical Equipment	5166	Medical Scissors		X-Ray Room-Cabinet	Main Jail 2nd Floor	In Inventory	Own
56201685	Jail Medical Services	Lab/Medical Equipment	5118	Horizon Autoclave		Laboratory	Main Jail 2nd Floor	In Inventory	Own
56201685	Jail Medical Services	Lab/Medical Equipment	5119	Horizon Autoclave		Laboratory	Main Jail 2nd Floor	In Inventory	Own
56201685	Jail Medical Services	Lab/Medical Equipment	5120	Moore Medical Blood Pressure Gauge		Laboratory	Main Jail 2nd Floor	In Inventory	Own
56201685	Jail Medical Services	Lab/Medical Equipment	5170	Welch Allyn 3.5v Locking Collar		X-Ray Room-Cabinet	Main Jail 2nd Floor	In Inventory	Own
56201685	Jail Medical Services	Lab/Medical Equipment	5171	Welch Allyn 3.5v Locking Collar	76700	X-Ray Room-Cabinet	Main Jail 2nd Floor	In Inventory	Own
56201685	Jail Medical Services	Lab/Medical Equipment	5172	Welch Allyn 3.5v Locking Collar		X-Ray Room-Cabinet	Main Jail 2nd Floor	In Inventory	Own
56201685	Jail Medical Services	Lab/Medical Equipment	5125	Precision Xtra Diabetic Meter		OHU Exam Room	Main Jail 2nd Floor	In Inventory	Own
56201685	Jail Medical Services	Lab/Medical Equipment	5126	Precision Xtra Diabetic Meter		OHU Exam Room	Main Jail 2nd Floor	In Inventory	Own
56201685	Jail Medical Services	Lab/Medical Equipment	5127	Privacy Curtain		OHU Exam Room	Main Jail 2nd Floor	In Inventory	Own
56201685	Jail Medical Services	Lab/Medical Equipment	5176	Welch Allyn 3.5v Locking Collar		X-Ray Room-Cabinet	Main Jail 2nd Floor	In Inventory	Own
56201685	Jail Medical Services	Lab/Medical Equipment	5177	Welch Allyn 3.5v Locking Collar		X-Ray Room-Cabinet	Main Jail 2nd Floor	In Inventory	Own
56201685	Jail Medical Services	Lab/Medical Equipment	5178	Welch Allyn 3.5v Locking Collar		X-Ray Room-Cabinet	Main Jail 2nd Floor	In Inventory	Own
56201685	Jail Medical Services	Lab/Medical Equipment	5132	Oxygen Cart		Oxygen Closet	Main Jail 2nd Floor	In Inventory	Own
56201685	Jail Medical Services	Lab/Medical Equipment	5133	Oxygen Regulator		Oxygen Closet	Main Jail 2nd Floor	In Inventory	Own
56201685	Jail Medical Services	Lab/Medical Equipment	5134	Single Cylinder Oxygen Cart		Oxygen Closet	Main Jail 2nd Floor	In Inventory	Own
56201685	Jail Medical Services	Lab/Medical Equipment	5182	Welch Allyn 3.5v Locking Collar		X-Ray Room-Cabinet	Main Jail 2nd Floor	In Inventory	Own
56201685	Jail Medical Services	Lab/Medical Equipment	5183	Welch Allyn 3.5v Locking Collar		X-Ray Room-Cabinet	Main Jail 2nd Floor	In Inventory	Own
56201685	Jail Medical Services	Lab/Medical Equipment	5184	Welch Allyn 3.5v Locking Collar		X-Ray Room-Cabinet	Main Jail 2nd Floor	In Inventory	Own

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Jail Active - In Inventory

56201685	Jail Medical Services	Lab/Medical Equipment	5158	Victor Oxygen Regulator	Utility Room	Main Jail 2nd Floor	In Inventory	Own
56201685	Jail Medical Services	Lab/Medical Equipment	5159	Victor Oxygen Regulator	Utility Room	Main Jail 2nd Floor	In Inventory	Own
56201685	Jail Medical Services	Lab/Medical Equipment	5160	Victor Oxygen Regulator	Utility Room	Main Jail 2nd Floor	In Inventory	Own
56201685	Jail Medical Services	Lab/Medical Equipment	5188	Welch Allyn 3.5v Locking Collar	X-Ray Room-Cabinet	Main Jail 2nd Floor	In Inventory	Own
56201685	Jail Medical Services	Lab/Medical Equipment	5189	Welch Allyn 3.5v Locking Collar	X-Ray Room-Cabinet	Main Jail 2nd Floor	In Inventory	Own
56201685	Jail Medical Services	Lab/Medical Equipment	5190	Welch Allyn 3.5v Locking Collar	X-Ray Room-Cabinet	Main Jail 2nd Floor	In Inventory	Own
56201685	Jail Medical Services	Lab/Medical Equipment	5167	Miltex Dermal Punch Set	X-Ray Room-Cabinet	Main Jail 2nd Floor	In Inventory	Own
56201685	Jail Medical Services	Lab/Medical Equipment	5168	Handheld Oxinet System	X-Ray Room-Cabinet	Main Jail 2nd Floor	In Inventory	Own
56201685	Jail Medical Services	Lab/Medical Equipment	5169	Welch Allyn 3.5v Locking Collar	X-Ray Room-Cabinet	Main Jail 2nd Floor	In Inventory	Own
56201685	Jail Medical Services	Lab/Medical Equipment	5194	Welch Allyn 3.5v Locking Collar	X-Ray Room-Cabinet	Main Jail 2nd Floor	In Inventory	Own
56201685	Jail Medical Services	Lab/Medical Equipment	5195	Welch Allyn 3.5v Locking Collar	X-Ray Room-Cabinet	Main Jail 2nd Floor	In Inventory	Own
56201685	Jail Medical Services	Lab/Medical Equipment	5196	Welch Allyn 3.5 Locking Collar	X-Ray Room-Cabinet	Main Jail 2nd Floor	In Inventory	Own
56201685	Jail Medical Services	Lab/Medical Equipment	5173	Welch Allyn 3.5v Locking Collar	X-Ray Room-Cabinet	Main Jail 2nd Floor	In Inventory	Own
56201685	Jail Medical Services	Lab/Medical Equipment	5174	Welch Allyn 3.5v Locking Collar	X-Ray Room-Cabinet	Main Jail 2nd Floor	In Inventory	Own
56201685	Jail Medical Services	Lab/Medical Equipment	5175	Welch Allyn 3.5v Locking Collar	X-Ray Room-Cabinet	Main Jail 2nd Floor	In Inventory	Own
56201685	Jail Medical Services	Lab/Medical Equipment	5203	Welch Allyn 3.5v Rechg Handle	X-Ray Room-Cabinet	Main Jail 2nd Floor	In Inventory	Own
56201685	Jail Medical Services	Lab/Medical Equipment	5204	Welch Allyn 3.5v Rechg Handle	X-Ray Room-Cabinet	Main Jail 2nd Floor	In Inventory	Own
56201685	Jail Medical Services	Lab/Medical Equipment	5205	Welch Allyn 3.5v Rechg Handle	X-Ray Room-Cabinet	Main Jail 2nd Floor	In Inventory	Own
56201685	Jail Medical Services	Lab/Medical Equipment	5179	Welch Allyn 3.5v Locking Collar	X-Ray Room-Cabinet	Main Jail 2nd Floor	In Inventory	Own
56201685	Jail Medical Services	Lab/Medical Equipment	5180	Welch Allyn 3.5v Locking Collar	X-Ray Room-Cabinet	Main Jail 2nd Floor	In Inventory	Own
56201685	Jail Medical Services	Lab/Medical Equipment	5181	Welch Allyn 3.5v Locking Collar	X-Ray Room-Cabinet	Main Jail 2nd Floor	In Inventory	Own
56201685	Jail Medical Services	Lab/Medical Equipment	5209	Welch Allyn 3.5v Rechg Handle	X-Ray Room-Cabinet	Main Jail 2nd Floor	In Inventory	Own
56201685	Jail Medical Services	Lab/Medical Equipment	5210	Welch Allyn 3.5v Rechg Handle	X-Ray Room-Cabinet	Main Jail 2nd Floor	In Inventory	Own
56201685	Jail Medical Services	Lab/Medical Equipment	5211	Welch Allyn Suretemp	X-Ray Room-Cabinet	Main Jail 2nd Floor	In Inventory	Own
56201685	Jail Medical Services	Lab/Medical Equipment	5185	Welch Allyn 3.5v Locking Collar	X-Ray Room-Cabinet	Main Jail 2nd Floor	In Inventory	Own
56201685	Jail Medical Services	Lab/Medical Equipment	5186	Welch Allyn 3.5v Locking Collar	X-Ray Room-Cabinet	Main Jail 2nd Floor	In Inventory	Own

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Jail Active - In Inventory

56201685	Jail Medical Services	Lab/Medical Equipment	5187	Welch Allyn 3.5v Locking Collar		X-Ray Room-Cabinet	Main Jail 2nd Floor	In Inventory	Own
56201685	Jail Medical Services	Lab/Medical Equipment	5197	Welch Allyn 3.5v Locking Collar	76700	X-Ray Room-Cabinet	Main Jail 2nd Floor	In Inventory	Own
56201685	Jail Medical Services	Lab/Medical Equipment	5201	Welch Allyn 3.5v Rechg Handle		X-Ray Room-Cabinet	Main Jail 2nd Floor	In Inventory	Own
56201685	Jail Medical Services	Lab/Medical Equipment	5202	Welch Allyn 3.5v Rechg Handle		X-Ray Room-Cabinet	Main Jail 2nd Floor	In Inventory	Own
56201685	Jail Medical Services	Lab/Medical Equipment	5191	Welch Allyn 3.5v Locking Collar		X-Ray Room-Cabinet	Main Jail 2nd Floor	In Inventory	Own
56201685	Jail Medical Services	Lab/Medical Equipment	5192	Welch Allyn 3.5v Locking Collar		X-Ray Room-Cabinet	Main Jail 2nd Floor	In Inventory	Own
56201685	Jail Medical Services	Lab/Medical Equipment	5193	Welch Allyn 3.5v Locking Collar		X-Ray Room-Cabinet	Main Jail 2nd Floor	In Inventory	Own
56201685	Jail Medical Services	Office Equipment	5392	Desk Chair		Dental Office	Main Jail 2nd Floor	In Inventory	Own
56201685	Jail Medical Services	Office Equipment	5397	Electric Pencil Sharpener		Dispensary	Main Jail 2nd Floor	In Inventory	Own
56201685	Jail Medical Services	Lab/Medical Equipment	5212	Welch Allyn Thermoscan		X-Ray Room-Cabinet	Main Jail 2nd Floor	In Inventory	Own
56201685	Jail Medical Services	Lab/Medical Equipment	5206	Welch Allyn 3.5v Rechg Handle		X-Ray Room-Cabinet	Main Jail 2nd Floor	In Inventory	Own
56201685	Jail Medical Services	Lab/Medical Equipment	5207	Welch Allyn 3.5v Rechg Handle		X-Ray Room-Cabinet	Main Jail 2nd Floor	In Inventory	Own
56201685	Jail Medical Services	Lab/Medical Equipment	5208	Welch Allyn 3.5v Rechg Handle		X-Ray Room-Cabinet	Main Jail 2nd Floor	In Inventory	Own
56201685	Jail Medical Services	Other Equipment	5414	Cubical Locker		Men's Locker Room	Main Jail 2nd Floor	In Inventory	Own
56201685	Jail Medical Services	Office Equipment	5399	Locking Cabinet 5 Drawer		Head Nurse Office	Main Jail 2nd Floor	In Inventory	Own
56201685	Jail Medical Services	Other Equipment	5404	6 Shelf Shelving Unit		Main Medical Supply Closet	Main Jail 2nd Floor	In Inventory	Own
56201685	Jail Medical Services	Other Equipment	5405	6 Shelf Shelving Unit		Main Medical Supply Closet	Main Jail 2nd Floor	In Inventory	Own
56201685	Jail Medical Services	Other Equipment	5406	6 Shelf Shelving Unit		Main Medical Supply Closet	Main Jail 2nd Floor	In Inventory	Own
56201685	Jail Medical Services	Appliance	5387	Frigidaire Gallery Refrigerator/Freezer		Break Room	Main Jail 2nd Floor	In Inventory	Own
56201685	Jail Medical Services	Other Equipment	5418	Cubical Locker		Men's Locker Room	Main Jail 2nd Floor	In Inventory	Own
56201685	Jail Medical Services	Other Equipment	5419	Cubical Locker		Men's Locker Room	Main Jail 2nd Floor	In Inventory	Own
56201685	Jail Medical Services	Other Equipment	5420	Cubical Locker		Men's Locker Room	Main Jail 2nd Floor	In Inventory	Own
56201685	Jail Medical Services	Other Equipment	5407	6 Shelf Shelving Unit		Main Medical Supply Closet	Main Jail 2nd Floor	In Inventory	Own
56201685	Jail Medical Services	Office Equipment	5412	Fellows Shredder		Medical Director Office	Main Jail 2nd Floor	In Inventory	Own
56201685	Jail Medical Services	Other Equipment	5413	Cubical		Men's Locker Room	Main Jail 2nd Floor	In Inventory	Own
56201685	Jail Medical Services	Other Equipment	5424	Cubical Locker		Men's Locker Room	Main Jail 2nd Floor	In Inventory	Own

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Jail Active - In Inventory

56201685	Jail Medical Services	Other Equipment	5425	Double Locker	Men's Locker Room	Main Jail 2nd Floor	In Inventory	Own
56201685	Jail Medical Services	Other Equipment	5426	Double Locker	Men's Locker Room	Main Jail 2nd Floor	In Inventory	Own
56201685	Jail Medical Services	Other Equipment	5415	Cubical Locker	Men's Locker Room	Main Jail 2nd Floor	In Inventory	Own
56201685	Jail Medical Services	Electronics	5402	Polaroid Camera	Main Medical Office	Main Jail 2nd Floor	In Inventory	Own
56201685	Jail Medical Services	Other Equipment	5403	6 Shelf Shelving Unit	Main Medical Supply Closet	Main Jail 2nd Floor	In Inventory	Own
56201685	Jail Medical Services	Other Equipment	5430	Double Locker	Men's Locker Room	Main Jail 2nd Floor	In Inventory	Own
56201685	Jail Medical Services	Other Equipment	5431	Double Locker	Men's Locker Room	Main Jail 2nd Floor	In Inventory	Own
56201685	Jail Medical Services	Other Equipment	5432	Double Locker	Men's Locker Room	Main Jail 2nd Floor	In Inventory	Own
56201685	Jail Medical Services	Other Equipment	5421	Cubical Locker	Men's Locker Room	Main Jail 2nd Floor	In Inventory	Own
56201685	Jail Medical Services	Other Equipment	5408	6 Shelf Shelving Unit	Main Medical Supply Closet	Main Jail 2nd Floor	In Inventory	Own
56201685	Jail Medical Services	Other Equipment	5410	Supply Closet 2 Door	Main Medical Supply Closet	Main Jail 2nd Floor	In Inventory	Own
56201685	Jail Medical Services	Office Equipment	5440	Metal Wall Mounted Shelving Unit	OHU Exam Room	Main Jail 2nd Floor	In Inventory	Own
56201685	Jail Medical Services	Office Equipment	5441	Metal Wall Mounted Shelving Unit	OHU Exam Room	Main Jail 2nd Floor	In Inventory	Own
56201685	Jail Medical Services	Office Equipment	5442	Metal Wall Mounted Shelving Unit	OHU Exam Room	Main Jail 2nd Floor	In Inventory	Own
56201685	Jail Medical Services	Other Equipment	5427	Double Locker	Men's Locker Room	Main Jail 2nd Floor	In Inventory	Own
56201685	Jail Medical Services	Other Equipment	5416	Cubical Locker	Men's Locker Room	Main Jail 2nd Floor	In Inventory	Own
56201685	Jail Medical Services	Other Equipment	5417	Cubical Locker	Men's Locker Room	Main Jail 2nd Floor	In Inventory	Own
56201685	Jail Medical Services	Office Equipment	5449	Under Desk Cabinet 3 Drawer	Secretary Office	Main Jail 2nd Floor	In Inventory	Own
56201685	Jail Medical Services	Office Equipment	5450	Under Desk Cabinet 3 Drawer	Secretary Office	Main Jail 2nd Floor	In Inventory	Own
56201685	Jail Medical Services	Other Equipment	5451	Cubical Locker	Women's Locker Room	Main Jail 2nd Floor	In Inventory	Own
56201685	Jail Medical Services	Other Equipment	5433	Standing Locker	Men's Locker Room	Main Jail 2nd Floor	In Inventory	Own
56201685	Jail Medical Services	Other Equipment	5422	Cubical Locker	Men's Locker Room	Main Jail 2nd Floor	In Inventory	Own
56201685	Jail Medical Services	Other Equipment	5423	Cubical Locker	Men's Locker Room	Main Jail 2nd Floor	In Inventory	Own
56201685	Jail Medical Services	Other Equipment	5455	Cubical Locker	Women's Locker Room	Main Jail 2nd Floor	In Inventory	Own
56201685	Jail Medical Services	Other Equipment	5456	Cubical Locker	Women's Locker Room	Main Jail 2nd Floor	In Inventory	Own
56201685	Jail Medical Services	Other Equipment	5457	Double Lockers 2 Tall	Women's Locker Room	Main Jail 2nd Floor	In Inventory	Own

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Jail Active - In Inventory

56201685	Jail Medical Services	Office Equipment	5443	Metal Wall Mounted Shelving Unit				OHU Exam Room	Main Jail 2nd Floor	In Inventory	Own
56201685	Jail Medical Services	Other Equipment	5428	Double Locker				Men's Locker Room	Main Jail 2nd Floor	In Inventory	Own
56201685	Jail Medical Services	Other Equipment	5429	Double Locker				Men's Locker Room	Main Jail 2nd Floor	In Inventory	Own
56201685	Jail Medical Services	Other Equipment	5461	Double Locker 2 Tall				Women's Locker Room	Main Jail 2nd Floor	In Inventory	Own
56201685	Jail Medical Services	Other Equipment	5462	Double Locker 2 Tall				Women's Locker Room	Main Jail 2nd Floor	In Inventory	Own
56201685	Jail Medical Services	Other Equipment	5463	Double Locker 2 Tall				Women's Locker Room	Main Jail 2nd Floor	In Inventory	Own
56201685	Jail Medical Services	Other Equipment	5452	Cubical Locker				Women's Locker Room	Main Jail 2nd Floor	In Inventory	Own
56201685	Jail Medical Services	Other Equipment	5434	Standing Locker				Men's Locker Room	Main Jail 2nd Floor	In Inventory	Own
56201685	Jail Medical Services	Other Equipment	5435	Standing Locker				Men's Locker Room	Main Jail 2nd Floor	In Inventory	Own
56201685	Jail Medical Services	Other Equipment	5469	Metal Shelving Unit 4 Tier				X-Ray Room	Main Jail 2nd Floor	In Inventory	Own
56201685	Jail Medical Services	Electronics	5472	Kodak Carousel Projector				X-Ray Room-Cabinet	Main Jail 2nd Floor	In Inventory	Own
56201685	Jail Medical Services	Lab/Medical Equipment	5639	Dexcowin High Performance Portable X-Ray	DX3000	DA161207139			Main Jail 2nd Floor	In Inventory	Own
56201685	Jail Medical Services	Other Equipment	5458	Double Locker 2 Tall				Women's Locker Room	Main Jail 2nd Floor	In Inventory	Own
56201685	Jail Medical Services	Office Equipment	5447	Under Desk Cabinet 3 Drawer				Secretary Office	Main Jail 2nd Floor	In Inventory	Own
56201685	Jail Medical Services	Office Equipment	5448	Under Desk Cabinet 3 Drawer				Secretary Office	Main Jail 2nd Floor	In Inventory	Own
56201685	Jail Medical Services	Lab/Medical Equipment	4998	Dental Exam Light				Dental Exam Room #1	Main Jail 2nd Floor	In Inventory	Own
56201685	Jail Medical Services	Lab/Medical Equipment	5000	Oxygen Canister				Dental Exam Room #1	Main Jail 2nd Floor	In Inventory	Own
56201685	Jail Medical Services	Lab/Medical Equipment	5001	Oxygen Regulator				Dental Exam Room #1	Main Jail 2nd Floor	In Inventory	Own
56201685	Jail Medical Services	Other Equipment	5464	Double Locker 2 Tall				Women's Locker Room	Main Jail 2nd Floor	In Inventory	Own
56201685	Jail Medical Services	Other Equipment	5453	Cubical Locker				Women's Locker Room	Main Jail 2nd Floor	In Inventory	Own
56201685	Jail Medical Services	Other Equipment	5454	Cubical Locker				Women's Locker Room	Main Jail 2nd Floor	In Inventory	Own
56201685	Jail Medical Services	Lab/Medical Equipment	5002	Oxygen Tank Stand				Dental Exam Room #1	Main Jail 2nd Floor	In Inventory	Own
56201685	Jail Medical Services	Other Equipment	5465	Double Locker 2 Tall				Women's Locker Room	Main Jail 2nd Floor	In Inventory	Own
56201685	Jail Medical Services	Furniture	5468	Round Table				Women's Locker Room	Main Jail 2nd Floor	In Inventory	Own
56201685	Jail Medical Services	Lab/Medical Equipment	5646	Narcotic Box 1X1				Dispensary	Main Jail 2nd Floor	In Inventory	Own
56201685	Jail Medical Services	Other Equipment	5459	Double Locker 2 Tall				Women's Locker Room	Main Jail 2nd Floor	In Inventory	Own

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Jail Active - In Inventory

56201685	Jail Medical Services	Other Equipment	5460	Double Locker 2 Tall		Women's Locker Room	Main Jail 2nd Floor	In Inventory	Own
56201685	Jail Medical Services	Lab/Medical Equipment	5213	Wall Mount Blood Pressure Cuff		Exam Room	Main Jail 3rd Floor	In Inventory	Own
56201685	Jail Medical Services	Lab/Medical Equipment	5214	Blood Pressure Cuff		Exam Room	Main Jail 3rd Floor	In Inventory	Own
56201685	Jail Medical Services	Lab/Medical Equipment	5218	Welch Allyn Suretemp Plus	12070107	Exam Room	Main Jail 3rd Floor	In Inventory	Own
56201685	Jail Medical Services	Lab/Medical Equipment	5219	Welch Allyn Wall Mount Otoscope		Exam Room	Main Jail 3rd Floor	In Inventory	Own
56201685	Jail Medical Services	Lab/Medical Equipment	5215	Detecto Weight Scale		Exam Room	Main Jail 3rd Floor	In Inventory	Own
56201685	Jail Medical Services	Lab/Medical Equipment	5216	Exam Table		Exam Room	Main Jail 3rd Floor	In Inventory	Own
56201685	Jail Medical Services	Lab/Medical Equipment	5217	Mayo Stand		Exam Room	Main Jail 3rd Floor	In Inventory	Own
56201687	Jail Psychiatric Services	Office Equipment	5353	Wire Wall Hanging Unit		JPS Offices	South Jail 1st Floor	In Inventory	Own
56201687	Jail Psychiatric Services	Office Equipment	5354	Wire Wall Hanging Unit		JPS Offices	South Jail 1st Floor	In Inventory	Own
56201687	Jail Psychiatric Services	Office Equipment	5355	Wire Wall Hanging Unit		JPS Offices	South Jail 1st Floor	In Inventory	Own
56201687	Jail Psychiatric Services	Office Equipment	5346	Wire Wall Hanging Unit		JPS Offices	South Jail 1st Floor	In Inventory	Own
56201687	Jail Psychiatric Services	Office Equipment	5347	Wire Wall Hanging Unit		JPS Offices	South Jail 1st Floor	In Inventory	Own
56201687	Jail Psychiatric Services	Office Equipment	5348	Wire Wall Hanging Unit		JPS Offices	South Jail 1st Floor	In Inventory	Own
56201687	Jail Psychiatric Services	Office Equipment	5286	Under Cabinet File 2 Drawer		JPS Doctors Office	South Jail 1st Floor	In Inventory	Own
56201687	Jail Psychiatric Services	Office Equipment	5294	Locking Cabinet		JPS Head Nurse Office	South Jail 1st Floor	In Inventory	Own
56201687	Jail Psychiatric Services	Office Equipment	5289	Wall Mounted Fan		JPS Hallway	South Jail 1st Floor	In Inventory	Own
56201687	Jail Psychiatric Services	Furniture	5298	Round Wooden Table		JPS Head Nurse Office	South Jail 1st Floor	In Inventory	Own
56201687	Jail Psychiatric Services	Appliance	5299	Sanyo Refrigerator		JPS Head Nurse Office	South Jail 1st Floor	In Inventory	Own
56201687	Jail Psychiatric Services	Office Equipment	5300	Under Cabinet File		JPS Head Nurse Office	South Jail 1st Floor	In Inventory	Own
56201687	Jail Psychiatric Services	Office Equipment	5285	Under Cabinet File 2 Drawer		JPS Doctors Office	South Jail 1st Floor	In Inventory	Own
56201687	Jail Psychiatric Services	Office Equipment	5302	Under File Cabinet		JPS Head Nurse Office	South Jail 1st Floor	In Inventory	Own
56201687	Jail Psychiatric Services	Office Equipment	5288	Wire Basket 3 Drawer w/Wheels		JPS Doctors Office	South Jail 1st Floor	In Inventory	Own
56201687	Jail Psychiatric Services	Office Equipment	5305	Chart File Cabinets		JPS Offices	South Jail 1st Floor	In Inventory	Own
56201687	Jail Psychiatric Services	Office Equipment	5306	Chart File Cabinet		JPS Offices	South Jail 1st Floor	In Inventory	Own
56201687	Jail Psychiatric Services	Office Equipment	5307	Chart File Cabinet		JPS Offices	South Jail 1st Floor	In Inventory	Own

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Jail Active - In Inventory

56201687	Jail Psychiatric Services	Office Equipment	5291	2 Drawer Cabinet	JPS Head Nurse Office	South Jail 1st Floor	In Inventory	Own
56201687	Jail Psychiatric Services	Office Equipment	5310	Desk Chair	JPS Offices	South Jail 1st Floor	In Inventory	Own
56201687	Jail Psychiatric Services	Other Equipment	5296	Desk Shelf 3-Tier	JPS Head Nurse Office	South Jail 1st Floor	In Inventory	Own
56201687	Jail Psychiatric Services	Office Equipment	5312	Wood Desktop Shelf	JPS Offices	South Jail 1st Floor	In Inventory	Own
56201687	Jail Psychiatric Services	Office Equipment	5313	Wood Desktop Shelf	JPS Offices	South Jail 1st Floor	In Inventory	Own
56201687	Jail Psychiatric Services	Office Equipment	5314	Wood Desktop Shelf	JPS Offices	South Jail 1st Floor	In Inventory	Own
56201687	Jail Psychiatric Services	Office Equipment	5301	Under File Cabinet	JPS Head Nurse Office	South Jail 1st Floor	In Inventory	Own
56201687	Jail Psychiatric Services	Other Equipment	5324	Wall Mounted Organizer System	JPS Offices	South Jail 1st Floor	In Inventory	Own
56201687	Jail Psychiatric Services	Office Equipment	5304	Metal Accordian File Desk System	JPS Offices	South Jail 1st Floor	In Inventory	Own
56201687	Jail Psychiatric Services	Office Equipment	5326	Wall Mounted Ocillating Fan	JPS Offices	South Jail 1st Floor	In Inventory	Own
56201687	Jail Psychiatric Services	Office Equipment	5327	Wall Mounted Ocillating Fan	JPS Offices	South Jail 1st Floor	In Inventory	Own
56201687	Jail Psychiatric Services	Office Equipment	5328	Wall Mounted Ocillating Fan	JPS Offices	South Jail 1st Floor	In Inventory	Own
56201687	Jail Psychiatric Services	Office Equipment	5309	Desk Chair	JPS Offices	South Jail 1st Floor	In Inventory	Own
56201687	Jail Psychiatric Services	Office Equipment	5330	Wall Mounted Ocillating Fan	JPS Offices	South Jail 1st Floor	In Inventory	Own
56201687	Jail Psychiatric Services	Office Equipment	5311	Plastic Desktop Shelf	JPS Offices	South Jail 1st Floor	In Inventory	Own
56201687	Jail Psychiatric Services	Office Equipment	5332	Wall Mounted Ocillating Fan	JPS Offices	South Jail 1st Floor	In Inventory	Own
56201687	Jail Psychiatric Services	Office Equipment	5337	Under Cabinet File 3 Drawer	JPS Offices	South Jail 1st Floor	In Inventory	Own
56201687	Jail Psychiatric Services	Office Equipment	5339	Under File Cabinet 3 Drawer	JPS Offices	South Jail 1st Floor	In Inventory	Own
56201687	Jail Psychiatric Services	Other Equipment	5315	Wood Dessktop Shelf	JPS Offices	South Jail 1st Floor	In Inventory	Own
56201687	Jail Psychiatric Services	Office Equipment	5341	Under File Cabinet 3 Drawer	JPS Offices	South Jail 1st Floor	In Inventory	Own
56201687	Jail Psychiatric Services	Office Equipment	5325	Wall Mounted Ocillating Fan	JPS Offices	South Jail 1st Floor	In Inventory	Own
56201687	Jail Psychiatric Services	Office Equipment	5343	Wire Wall Hanging Unit	JPS Offices	South Jail 1st Floor	In Inventory	Own
56201687	Jail Psychiatric Services	Office Equipment	5344	Wire Wall Hanging Unit	JPS Offices	South Jail 1st Floor	In Inventory	Own
56201687	Jail Psychiatric Services	Office Equipment	5345	Wire Wall Hanging Unit	JPS Offices	South Jail 1st Floor	In Inventory	Own
56201687	Jail Psychiatric Services	Office Equipment	5329	Wall Mounted Ocillating Fan	JPS Offices	South Jail 1st Floor	In Inventory	Own
56201687	Jail Psychiatric Services	Office Equipment	5342	Under File Cabinet 3 Drawer	JPS Offices	South Jail 1st Floor	In Inventory	Own

Report total items:

286

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Jail Active - In Inventory

56201687	Jail Psychiatric Services	Office Equipment	5331	Wall Mounted Ocillating Fan	JPS Offices	South Jail 1st Floor	In Inventory	Own
56201687	Jail Psychiatric Services	Office Equipment	5350	Wire Wall Hanging Unit	JPS Offices	South Jail 1st Floor	In Inventory	Own
56201687	Jail Psychiatric Services	Office Equipment	5351	Wire Wall Hanging Unit	JPS Offices	South Jail 1st Floor	In Inventory	Own
56201687	Jail Psychiatric Services	Office Equipment	5352	Wire Wall Hanging Unit	JPS Offices	South Jail 1st Floor	In Inventory	Own
56201687	Jail Psychiatric Services	Office Equipment	5340	Under File Cabinet 3 Drawer	JPS Offices	South Jail 1st Floor	In Inventory	Own
Correctional Health items: 286								

Report total items:

286

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CFMG PAYMENT SCHEDULE 1

	YEAR 1 7/1/2018 - 6/30/2019	YEAR 2 7/1/2019 - 6/30/2020	YEAR 3 6/1/2020 - 5/31/2021	YEAR 4 6/1/2021 - 5/31/2022	YEAR 5 6/1/2022 - 5/31/2023
Base Amount*	\$ 21,891,733	\$ 22,548,485	\$ 23,224,940	\$ 23,921,688	\$ 24,639,338
SUD Services	\$ 872,622	\$ 898,801	\$ 925,765	\$ 953,538	\$ 982,144
Healthcare Subtotal	\$ 22,764,355	\$ 23,447,286	\$ 24,150,704	\$ 24,875,225	\$ 25,621,482
Additional Insurance***	\$ 50,000	\$ 50,000	\$ 50,000	\$ 50,000	\$ 50,000
ANNUAL TOTAL:	\$ 22,814,355.00	\$ 23,497,285.65	\$ 24,200,704.22	\$ 24,925,225.35	\$ 25,671,482.11

MONTHLY TOTALS:

JULY	\$ 1,901,196.25	\$ 1,958,107.14	\$ 2,016,725.35	\$ 2,077,102.11	\$ 2,139,290.18
AUGUST	\$ 1,901,196.25	\$ 1,958,107.14	\$ 2,016,725.35	\$ 2,077,102.11	\$ 2,139,290.18
SEPTEMBER	\$ 1,901,196.25	\$ 1,958,107.14	\$ 2,016,725.35	\$ 2,077,102.11	\$ 2,139,290.18
OCTOBER	\$ 1,901,196.25	\$ 1,958,107.14	\$ 2,016,725.35	\$ 2,077,102.11	\$ 2,139,290.18
NOVEMBER	\$ 1,901,196.25	\$ 1,958,107.14	\$ 2,016,725.35	\$ 2,077,102.11	\$ 2,139,290.18
DECEMBER	\$ 1,901,196.25	\$ 1,958,107.14	\$ 2,016,725.35	\$ 2,077,102.11	\$ 2,139,290.18
JANUARY	\$ 1,901,196.25	\$ 1,958,107.14	\$ 2,016,725.35	\$ 2,077,102.11	\$ 2,139,290.18
FEBRUARY	\$ 1,901,196.25	\$ 1,958,107.14	\$ 2,016,725.35	\$ 2,077,102.11	\$ 2,139,290.18
MARCH	\$ 1,901,196.25	\$ 1,958,107.14	\$ 2,016,725.35	\$ 2,077,102.11	\$ 2,139,290.18
APRIL	\$ 1,901,196.25	\$ 1,958,107.14	\$ 2,016,725.35	\$ 2,077,102.11	\$ 2,139,290.18
MAY	\$ 1,901,196.25	\$ 1,958,107.14	\$ 2,016,725.35	\$ 2,077,102.11	\$ 2,139,290.18
JUNE	\$ 1,901,196.25	\$ 1,958,107.14	\$ 2,016,725.35	\$ 2,077,102.11	\$ 2,139,290.18
ANNUAL TOTAL:	\$ 22,814,355.00	\$ 23,497,285.65	\$ 24,200,704.22	\$ 24,925,225.35	\$ 25,671,482.11

YEARS 1-3 TOTAL: \$ 70,512,344.87

YEARS 1-4 TOTAL: \$ 95,437,570.22

YEARS 1-5** TOTAL: \$ 121,109,052.32

Year 2-5 Healthcare subtotal includes 3.00% increase.

*Base amount does not include in-patient costs

**Years 4 and 5 are additional 12-month period extensions, if performance standards are met by the CONTRACTOR.

***3.00% increase does not pertain to extra insurance coverage