Comprehensive Medical and Behavioral Health Care Services

SCOPE OF SERVICES

- 1. CFMG shall provide to COUNTY's adult inmates comprehensive medical and behavioral health care services, including dental, optometry and optician, pharmaceutical, diagnostic, and chronic care, that would typically be provided in a primary care, internal medicine, family practice, behavioral health clinic, home health, or other community-based setting.
- 2. CFMG 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 2019.
- 3. CFMG shall be responsible for all outpatient medical services including medical therapy, diagnostics, laboratory, imaging and all other outpatient services that are not available at the adult inmate facility.
- 4. CFMG shall be responsible for inpatient off-site medical services defined as "Inpatient Hospitalization Services." Psychiatric inpatient hospitalization will remain the responsibility of the COUNTY; however, CFMG shall coordinate and cooperate with COUNTY's DBHcontracted provider of psychiatric inpatient services for admittance of an inmate.
- 5. All services provided by CFMG shall be carried out in conformity with all applicable provisions of Title 15 of the California Code of Regulations and the CMA accreditation guidelines, as described in this Agreement.
- 6. Specific services provide by CFMG 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 available and 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)
- I. Physical therapy
- m. Physician services

- n. Prenatal, pregnancy, obstetrical care, and family planning
- o. Sick call
- p. 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/dualdiagnosis disorders, psycho-education, and medication assisted treatment when available and applicable.
- I. 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 CFMG
- f. Medical waste disposal
- g. Pharmaceutical distribution/monitoring and disposal
- h. Pharmaceuticals (and pharmacist consulting services)
- i. Quality assurance with quarterly QA/QI meetings
- j. Re-entry, discharge planning, and coordination of care
- k. Response to health record requests and release of information

- I. Staff training
- m. Statistics and record keeping
- 7. CFMG shall operate a medical and behavioral health care program that meets the local community standards of care.
- 8. CFMG 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.
- 9. CFMG 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, psychiatrist, Family Nurse Practitioner, or Physician Assistant. A nursing supervisor and a licensed mental health clinician, are required to be available 24/7 as needed.

SERVICES P R O V I D E D

- CFMG'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 information between providers essential to the provision of appropriate services and care.
- CFMG shall be given timely notice, either written or verbal, by SHERIFF, of any Bedside "Proxy" Bookings of adult inmates. Notwithstanding the foregoing, CFMG 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 CFMG commences services.
- 3. CFMG 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. CFMG shall provide 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. CFMG shall provide staffing for intake screening 24-hours/day. Medical and behavioral health care intake screening shall include identification of medical and behavioral health needs (including suicidal ideation) and substance use disorders. CFMG must "bridge" all verified, valid prescriptions for inmates entering the JAIL on prescribed medications, within 24 hours.
- 5. CFMG 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) for mental health history at its earliest availability. Health assessments must be completed for all adult inmates within fourteen (14) days of booking. The health assessment must be conducted by a medical professional per the CMA Standards and appropriate Standardized Nursing Protocol. These Standardized Nursing Protocols will be sent to the Mid-Level designee, CFMG Medical Director 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. CFMG 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. CFMG 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. CFMG 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.
- 8. CFMG shall provide for nursing sick call to be held five days a week (Monday through Friday) at the JAIL, with emergency response on weekends. Physician sick call may be provided by either a Physician, Family Nurse Practitioner, or Physician Assistant. Sick call may be conducted by a Registered Nurse operating under standardized protocols and procedures.
- 9. CFMG shall conduct sick call in designated areas of the clinics or housing units, in as much privacy as security concerns will allow. Inmates will be scheduled to be seen at sick call as soon as possible or as medically indicated.
- 10. CFMG 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.
- CFMG shall provide psychotropic and anti-psychotic medication monitoring for the inmates, as well as court-ordered evaluations pursuant to Penal Code 4011.6. CFMG shall provide crisis coverage 24/7. In coordination with CFMG this coverage may be provided by county DBH as secondary support to CFMG staff.
- 12. CFMG shall be responsible for all psychiatric emergency services, including crisis intervention, crisis stabilization, and crisis de-escalation services for inmates within the JAIL.
- 13. CFMG 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 preventive education for adult inmates.
- 14. CFMG shall provide pharmaceutical services at the JAIL, in accordance with CMA 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. CFMG shall provide 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 CFMG.
- 16. CFMG shall identify and provide chronic care treatment/therapy to all inmates in accordance with national medical standards and CMA Standards.
- 17. CFMG 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. CFMG 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 CFMG will need to coordinate with JAIL staff for transport to all off-site scheduled appointments. CFMG shall notify DPH Public Health Nurses of pregnant inmates. Before starting any medications, CFMG 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 and postpartum care, as indicated. Care should be within nationally accepted care guidelines and will include:
 - a. Pregnancy testing
 - b. Comprehensive counseling in accordance with inmates' expressed desires for family planning
 - c. Routine and high-risk prenatal care
 - d. Advice on appropriate levels of activity, safety precautions, and nutritional guidance
 - e. Management of pregnant inmates with substance use disorders
 - f. Dietary supplements
 - g. Observations for signs of pre-eclampsia
 - h. CPSP services provide by physicians
- 19. CFMG shall provide birth control, if medically necessary, and family planning education. CFMG will coordinate with outpatient providers for pregnancy termination services, in accordance with Title 15 and California Penal Code, Section 4028 requirements. CFMG 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 inmate's request sixty (60) days prior to a scheduled release from custody.
- 20. CFMG shall be responsible for all laboratory services provided to inmates. CFMG 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. CFMG (or subcontractor of CFMG) must be CUA (Clinical Laboratory Improvement Amendments) certified. All laboratory services will be provided in accordance with Lake County, State, and Federal client confidentiality requirement.

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

21. CFMG 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. CFMG shall be responsible for all fees associated with registration as a medical waste generator facility.

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

- 22. CFMG shall provide for ancillary services (including coordination for laboratory, MRI, etc.) which can be performed off-site. CFMG shall attempt to provide services on-site, as much as possible.
- 23. CFMG shall be responsible for dialysis treatments for adult inmates in the JAIL that require dialysis treatment.
- 24 CFMG shall provide behavioral health services, referred to as jail psychiatric services ("JPS"), in accordance with the requirements of SAMHSA. 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 Lake County to facilitate alternatives to incarceration; group treatment, specifically designed to address dualdiagnosis 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.
- 25 CFMG may provide psychiatry services via tele-psychiatry, as appropriate.
- 26 CFMG 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 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

- 27. CFMG shall develop and maintain an adequate communicable disease control program. The communicable disease control program must include:
 - Initiating testing all inmates for tuberculosis (TB) within five days of intake.
 - CFMG should also be able to identify and report communicable disease (including HIV, AIDS, TB, Hepatitis and STDs).
 - CFMG must screen and treat for any communicable disease when the Health Officer has designated the County as an area of an active outbreak. 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.
 - CFMG shall also work closely with DPH on any significant emerging public health events impacting the community.
- 28. CFMG 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. CFMG 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 CFMG has the ability to resume appropriate treatment and medical care of said inmate within the JAIL. CFMG shall obtain appropriate releases of information and coordinate discharge planning with the hospital/provider.
- 29. CFMG 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 CFMG is not selected to provide such services, CFMG shall be expected to work collaboratively with that selected provider of MIST services and all parties involved in the defendant's competency case.
- 30. At this time, the JAIL facilities are not designated as a treatment facility 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). In the intervening time prior to designation of the JAIL facilities as a treatment facility, CFMG shall be authorized to provide court-ordered involuntary psychotropic medications on an emergency basis.

CLINIC AND RECORDS MANAGEMENT

- 1) CFMG will maintain all records in accordance with Section 1205 of Title 15 of the California Code of Regulations and CMA accreditation guidelines.
- 2) CFMG shall implement its own clinic management system within the COUNTY's Jail Facilities.
- 3) CFMG 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.

CFMG 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, CFMG 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, CFMG will cooperate with the County's Privacy and Security Officer(s), or designee(s).

CFMG 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 CFMG will remain the property of the COUNTY. During this Agreement term, CFMG 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.

CFMG 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 is required by the State Department of Health Care Services to collect data pertaining to mental health clients and services provided. Therefore, CFMG shall be responsible to report information regarding all inmates who receive services and which services were provided within the mental health treatment program to the DBH. Client's demographic record shall be recorded at initial contact with the inmate during the booking/intake process (or first applicable service provision) and service records shall be recorded every time behavioral health services are provided. Periodic records (which contain data elements that may change) shall be updated and recorded at initial contact, annually, and at discharge.
- 5. CFMG shall provide MCIP (Medi-Cal Inmate Program) reports to COUNTY regarding the utilization for said services, treatment, and related costs.
- 6. CFMG 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. CFMG shall provide COUNTY with a copy of said written plan, including all policies and procedures, upon completion. CFMG shall also provide COUNTY with any updates to said written plan, policies and procedures, as developed, throughout the term of this Agreement.
- 7. CFMG 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. CFMG shall work with DPH, DBH, and SHERIFF staff, as appropriate, to define the CFMG's roles in case of a disaster. CFMG shall develop and implement written procedures for a medical disaster plan in case of emergency or threat whether accidental, natural, or manmade.
- 9. CFMG shall track and report all health care services delivered to AB 109 inmates.

PERFORMANCE AND OUTCOMES

- CFMG 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 CMA standards, as well as the categories identified below:
 - a. <u>Access to care</u>: The ability of inmates to receive the right service at the right time.
 - b. <u>Effectiveness</u>: Objective results achieved through health care services.
 - c. <u>Efficiency</u>: The demonstration of the relationship between results and the resources used to achieve them.
 - d. <u>Satisfaction and Compliance</u>: The degree to which inmates, COUNTY, and other stakeholders are satisfied with the services.
- 2. 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. CFMG 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 CFMG'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. CFMG shall provide adequate orientation and training, at its cost, to all staff under their direction, including all required annual HIPAA confidentiality training.
- 2. CFMG shall provide adequate annual training for JAIL staff in medical and behavioral health observation of adult inmates.
- 3. CFMG shall require a skills and competencies assessment of staff annually and include follow-up training, as required.
- 4. CFMG shall provide protocol and standardized procedures training, as appropriate.
- 5. CFMG shall assure the cultural competency of health care staff, which may be accomplished through regular training activities made available to all personnel.
- 6. CFMG 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. CFMG 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 mutual convenience, and may include subjects such as symptoms and signs of withdrawal, suicide prevention, seizures, diabetes, etc.

STAFFING/FACILITIES

- 1. CFMG 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. CFMG shall hire and maintain a Medical Director and a Director of Psychiatry. The Medical Director will be responsible to assure the quality of health care provided within COUNTY's JAIL Facility 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, CFMG 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 CFMG behavioral health staff and will coordinate the behavioral health activities in the JAIL.

ADMINISTRATION

- 1. CFMG 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. CFMG will ensure their staff complete the Application for Facility Access and will be responsible for payment of the Live Scan clearance fees for each application. CFMG 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 sub-contractor of CFMG.
- 3. CFMG 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.
- 4. CFMG shall coordinate with SHERIFF, and COUNTY's contracted emergency response ambulance provider, as needed, for emergency transportation needs.
- 5. CFMG 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. CFMG shall perform utilization review and case management services to monitor the necessity and appropriateness of inpatient hospital care and other outside medical services provided.

- 6. CFMG's health care personnel shall be available for court inquiries and/or appearances, when required. It will be CFMG's responsibility to compensate their staff for court appearances, which shall be at no added cost to COUNTY.
- 7. In the event of a HIPAA breach, violation, or allegation, CFMG shall fully cooperate with COUNTY Privacy and Security Officers, or designees.
- 8. CFMG shall provide appropriate and adequate interpreter services for inmates. CFMG shall also make sign language interpretation available, as needed.
- 9. CFMG shall establish and make available a process for receiving, investigating, and responding to and resolving any concerns relating to an inmate's grievance, concerning medical or behavioral health care provided.
- 10. CFMG 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. CFMG shall prepare for, and participate in, said annual health inspections of the COUNTY's JAIL Facilities. CFMG shall be responsible for the remediation of reported non-compliance pertaining to the provision of medical or behavioral health care services.
- 11. CFMG 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 CFMG may be connected.
- 12. CFMG shall establish and facilitate a medical and behavioral health care audit Continuous Quality Improvement (CQI) committee comprised of CFMG's medical and behavioral health staff, as well as with active participation of the COUNTY'S Health Officer, or designee. The 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.
- 13. CFMG must participate in quarterly administrative audit meetings, along with the SERIFF, COUNTY's DPH and DBH Directors, 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 CFMG's relationships with providers of emergency, inpatient, and outpatient specialty care services. Inmate grievances filed will also be reviewed as well as any current high profile inmate cases.
 - 14. CFMG 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.

- 15. CFMG 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 CFMG'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 and review the inmate's behavior management plan. Minutes shall be taken, recorded, and disseminated to all invitees and participants at the SMI meetings.
- 16. In the event of an inmate death, a CFMG physician, not involved in the patient's 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, Health Officer, DPH, BHA, County Counsel, and CFMG 's staff. If inmate had a history of a mental illness, a psychological autopsy must also be performed by a CFMG psychiatrist, not involved in patient's 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. CFMG 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 CFMG's prior knowledge.
- 2. CFMG 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 CFMG with respect to any claim, liability, cost, or expense for the payment and/or furnishing of health care services.