



**BOARD OF SUPERVISORS AGENDA ITEM REPORT
CONTRACTS / AWARDS / GRANTS**

Award Contract Grant

Requested Board Meeting Date: May 15, 2018

* = Mandatory, information must be provided

or Procurement Director Award

***Contractor/Vendor Name/Grantor (DBA):**

Centurion Detention Health Services, LLC

***Project Title/Description:**

Correctional Health Services. Contract provides medical and behavioral health services to inmates at the Pima County Adult Detention Complex (PCADC) and youth at the Pima County Juvenile Detention Center (PCJDC) for the three year period from July 1, 2018 to June 30, 2021.

***Purpose:**

The Pima County Sheriff's Department has the legal responsibility to provide health services for detainees booked into the PCADC and the Pima County Juvenile Court is legally responsible for providing health services to youth booked into the PCJDC. This contract, issued on behalf of the Sheriff's Department and the Juvenile Court by the Behavioral Health Department, allows the County to fulfill those obligations. In addition, a small portion of the Contract is to provide psychological services for the Sheriff's Department for their applicants and for department members who have been involved in critical incidents.

***Procurement Method:**

Request for Proposals issued pursuant to BOS Policy D29.7, Selection and Contracting Medical and Health-Related Professional Services.

***Program Goals/Predicted Outcomes:**

Provision of comprehensive physical and mental health services to the populations of PCADC and PCJDC to ensure compliance with National Commission on Correctional Health Care standards and best outcomes for those in a Pima County detention setting, providing or surpassing the community standard of care, minimizing the need for off-site health services and adverse outcomes related to both physical and mental health.

***Public Benefit:**

Pima County has a legal responsibility to provide health services for those held in detention. By providing high quality medical and behavioral health services to those in detention, and connecting those with chronic medical or mental health needs to services upon their release, the County is able to assist some of the most needy in our community and reduce recidivism due to mental health issues.

***Metrics Available to Measure Performance:**

The Contract includes multiple Performance Indicators (Attachments A1-4 and A2-4) and Business Requirements (A1-5 and A2-5) that the County monitors and audits on a monthly basis. In addition, the County will receive multiple monthly reports as indicated in Attachments A1-3 and A2-3.

***Retroactive:**

No.

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Contract / Award Information

Document Type: CT Department Code: OMS Contract Number (i.e., 15-123): 18-342

Effective Date: 07/01/2018 Termination Date: 06/30/2021 Prior Contract Number (Synergen/CMS): Not Applicable

Expense Amount: \$* 50,619,396 Revenue Amount: \$ _____

*Funding Source(s) required: General Fund, Behavioral Health Department, Fund 1000, Unit 2230

Funding from General Fund? Yes No If Yes \$ _____ % 100

Contract is fully or partially funded with Federal Funds? Yes No

*Is the Contract to a vendor or subrecipient? Vendor

Were insurance or indemnity clauses modified? Yes No

If Yes, attach Risk's approval

Vendor is using a Social Security Number? Yes No

If Yes, attach the required form per Administrative Procedure 22-73.

Amendment / Revised Award Information

Document Type: _____ Department Code: _____ Contract Number (i.e., 15-123): _____

Amendment No.: _____ AMS Version No.: _____

Effective Date: _____ New Termination Date: _____

Prior Contract No. (Synergen/CMS): _____

Expense or Revenue Increase Decrease Amount This Amendment: \$ _____

Is there revenue included? Yes No If Yes \$ _____

*Funding Source(s) required: _____

Funding from General Fund? Yes No If Yes \$ _____ % _____

Grant/Amendment Information (for grants acceptance and awards) Award Amendment

Document Type: _____ Department Code: _____ Grant Number (i.e., 15-123): _____

Effective Date: _____ Termination Date: _____ Amendment Number: _____

Match Amount: \$ _____ Revenue Amount: \$ _____

*All Funding Source(s) required: _____

*Match funding from General Fund? Yes No If Yes \$ _____ % _____

*Match funding from other sources? Yes No If Yes \$ _____ % _____

*Funding Source: _____

*If Federal funds are received, is funding coming directly from the Federal government or passed through other organization(s)? _____

Contact: Sharon Grant

Department: Behavioral Health / Office of Health Services

Telephone: 724-7842

Department Director Signature/Date: Sandra Whiting 5-7-18 / Dr 5/8/18

Deputy County Administrator Signature/Date: [Signature] 5-8-18

County Administrator Signature/Date: [Signature] 5-8-18

(Required for Board Agenda/Addendum Items)



Board of Supervisors Memorandum

May 15, 2018

Health Services Procurement for Pima County Adult and Juvenile Detention Center Facilities

Background

The Pima County Sheriff's Department has the legal responsibility for health services to detainees booked into the Pima County Adult Detention Complex (PCADC). Similarly, the Pima County Juvenile Court is legally responsible for health services for youths detained in the Pima County Juvenile Detention Center (PCJDC).

Prior to 2002, Pima County operated health services at both of these facilities using a combination of employees and individual contractors. Historically, the County experienced difficulties with recruiting and retaining essential, qualified personnel to meet the medical, behavioral and dental needs of the individuals detained at these sites. Additionally, notable shortcomings were identified in the 2001 "Management Audit of the Pima County Criminal Justice System" conducted by the Harvey M. Rose Accountancy Corporation.

Since 2002, the County has contracted with a variety of vendors to provide the range of comprehensive physical and behavioral health services for detainees in Pima County operated facilities. One innovation is the requirement that vendors meet national standards of the National Commission on Correctional Health Care, thus ensuring the quality of care delivered in our facilities.

Conmed Healthcare Management, Inc. (Conmed) became our most recent health services vendor at PCADC on August 1, 2008, selected through an emergency procurement process after its predecessor abruptly provided notice of termination of services. Conmed subsequently assumed the additional responsibility for healthcare operations at PCJDC effective February 2010 after University Physicians, Inc. terminated its contract.

On December 19, 2012, Pima County Procurement published a Request for Proposal (#78416) for the provision of healthcare at PCADC and PCJDC, as well as ancillary psychological services to the Sheriff's Department, effective July 1, 2013. The contract was eventually awarded to the incumbent, Conmed. In 2013, Correct Care Solutions (CCS) acquired Conmed and assumed operation at that time. Conmed and subsequently CCS have provided high-quality comprehensive physical and behavioral health services to detainees in both PCADC and PCJDC since that time.

The current CCS contract expires June 30, 2018 and is not eligible for renewal, and triggers a new procurement process. On November 16, 2017, Pima County Behavioral Health published a Request for Proposal (#BH-2018-01) for comprehensive physical and behavioral healthcare for detainees housed in the PCADC and PCJDC effective July 1, 2018. A mandatory pre-proposal conference was held on December 13, 2017 and attended by 23

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The Honorable Chair and Members, Pima County Board of Supervisors
Re: **Health Services Procurement for Pima County Adult and Juvenile Detention
Center Facilities**

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individuals representing seven potential bidders and two ancillary pharmacy entities from across the country. Those attending the pre-proposal conference included representatives from a local hospital and an Arizona-based behavioral health organization; however, no bids were received from firms headquartered in Arizona.

Three addendums to the Request for Proposals were published in response to 263 questions received from five potential bidders and a national pharmacy. The solicitation closed on February 9, 2018. Four bids were received:

- Centurion of Arizona, LLC, headquartered in Virginia;
- Corizon Health, Inc., headquartered in Tennessee;
- Correct Care Solutions, LLC, also headquartered in Tennessee; and
- Wexford Health Sources, Inc., headquartered in Pennsylvania.

The Evaluation Committee assembled for this solicitation consisted of five Pima County voting members:

- Lieutenant James Smead, PCADC Medical and Mental Health Section, Pima County Sheriff's Department;
- Jennifer Torchia, Juvenile Services Director and Chief Probation Officer, Pima County Juvenile Court;
- Danna Whiting, Director, Behavioral Health Department;
- Garrett Hancock, Health System Business Director, Behavioral Health Department; and,
- William Martz, MD, Medical Director, Behavioral Health Department.

Individual committee members independently rated each respondent using well-defined and balanced evaluation criteria. The three top-scoring respondents were invited to make in-person structured presentations and respond to questions from the evaluation committee. These presentations occurred on March 12, 2018.

The results of this evaluation process are included in the table below, which summarizes the average point scores for each criterion by responding vendor.

The Honorable Chair and Members, Pima County Board of Supervisors
 Re: **Health Services Procurement for Pima County Adult and Juvenile Detention
 Center Facilities**

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Criteria	Maximum Points Possible	Centurion	Corizon	CCS	Wexford
Project Plan	40	35.6	23.5	28.6	30.4
Cost	30	25.0	24.9	29.5	30.0
Experience	10	8.5	7.0	6.8	7.9
Management/ Staff Turnover	10	8.4	6.2	5.2	7.7
References	5	4.6	4.1	4.6	3.7
Financial Viability	5	5.0	3.0	3.0	4.0
Total	100	87.1	68.7	77.7	83.7

Cost Trends

In general inflation for medical goods and services exceeds those of other consumer products and services. According to the U.S. Department of Labor, Bureau of Labor Statistics, the cost of Medical Care rose 11.81 percent during the term of the prior correctional health services contract (from 2013 to 2017). Vendors in this arena have historically sought to budget for costs anticipating inflation at the beginning of each contract cycle. This results in significant increases that become apparent at the beginning of each procurement cycle, as noted in the table below.

Contract Term	Conmed/CCS *NTE Amount	Centurion *NTE Amount
FY 13/14	12,047,862	
FY 14/15	12,037,547	
FY 15/16	12,037,181	
FY 16/17	12,037,181	
FY 17/18	13,137,180	
FY 18/19		17,091,722
FY 19/20		16,499,507
FY 20/21		17,028,167
FY 21/22		TBD
FY 22/23		TBD

***Not To Exceed**

These phenomena are reflected in the current proposal. The last year (FY17/18) of the CCS contract includes a not to exceed amount of \$13,137,180, while the first year of the Centurion contract carries a price of \$17,091,722, an increase of \$3,954,542. Part of this increase is also accounted for by a significant increase in staffing from CCS 105.81 FTE (combined PCADC and PCJDC) to 118.65 FTE for Centurion in FY18/19. Significant savings are to be realized in year 2 of the contract with the implementation of the company's proprietary pharmacy dispensing system.

The Honorable Chair and Members, Pima County Board of Supervisors
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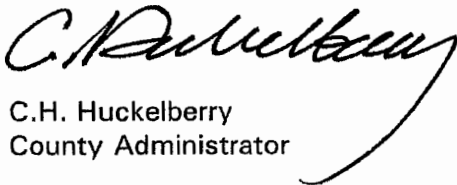
Conclusion

The final cost proposal from Centurion is for \$50,619,396 for the three-year period. This compares to the proposal cost of \$47,054,429 by the vendor that was ranked second in the procurement evaluation process. Given the criticality of the health care services provided to adult and juvenile detainees, the potential for litigation involving the County when care is sub-standard, and Pima County's commitment health and well-being of the community, this cost-differential is defensible and well-justified given the high-quality of care that is proposed by the selected vendor.

Recommendation

I recommend the Board of Supervisors approve a final contract with Centurion for the provision of health services at the adult and juvenile detention centers, and for ancillary psychological services for the Sheriff's Department, effective July 1, 2018.

Sincerely,



C.H. Huckelberry
County Administrator

CHH/mp – May 8, 2018

c: The Honorable Mark Napier, Pima County Sheriff
The Honorable Kathleen Quigley, Presiding Judge, Pima County Juvenile Court
Jan Leshar, Chief Deputy County Administrator
Dr. Francisco García, Assistant County Administrator, Community and Health Services
Wendy Peterson, Assistant County Administrator, Justice and Law Enforcement
Mary Jo Furphy, Director, Procurement Department
Danna Whiting, Director, Behavioral Health Department

<p>Pima County Department of Behavioral Health</p> <p>Project: Correctional Health Services</p> <p>Contractor: Centurion Detention Health Services, LLC</p> <p>Amount: \$50,619,396</p> <p>Funding: Exhibit A, Parts I and II in the amount of \$50,291,067: Fund 1000, Unit 2230</p> <p>Exhibit A, Part III in the amount of \$328,329: Fund 1000, Unit 1352</p>	<table border="1" style="margin-left: auto; margin-right: auto;"> <tr> <td style="text-align: center;">CONTRACT</td> </tr> <tr> <td>NO. <u>CT-OMS-18-342</u></td> </tr> <tr> <td>AMENDMENT NO. _____</td> </tr> <tr> <td style="font-size: small;">This number must appear on all invoices, correspondence and documents pertaining to this contract.</td> </tr> </table> <p style="text-align: center;">(STAMP HERE)</p>	CONTRACT	NO. <u>CT-OMS-18-342</u>	AMENDMENT NO. _____	This number must appear on all invoices, correspondence and documents pertaining to this contract.
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NO. <u>CT-OMS-18-342</u>					
AMENDMENT NO. _____					
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PROFESSIONAL SERVICES CONTRACT

1. Parties, Background and Purpose.

- 1.1. Parties. This Contract is between Pima County, a body politic and corporate of the State of Arizona ("County"), and Centurion Detention Health Services, LLC, ("Contractor").
- 1.2. Authority. County selected Contractor pursuant to and consistent with Board of Supervisors Policy D29.7.
- 1.3. Solicitation. County previously issued Solicitation RFP # BH-2018-01 for certain goods and/or services (the "Solicitation"). Requirements and specifications contained in the Solicitation, all documents included in the Solicitation, and any information and documentation submitted by Contractor in response to the Solicitation, are incorporated into this Contract by reference.
- 1.4. Contractor's Response. Contractor submitted the most advantageous response to the Solicitation.

2. Term.

- 2.1. Original Term. This Contract is effective for a three-year period commencing on July 1, 2018 (the "Initial Term"). "Term," when used in this Contract, means the Initial Term plus any exercised Extension Options.
- 2.2. Extension Options. County may renew this Contract for up to two (2) additional periods of up to 1 year each (each an "Extension Option"). An Extension Option will be effective only upon execution by the Parties of a formal written amendment.

3. **Scope of Services.** Contractor will provide County with the products and/or services (“Goods and Services”) described in **EXHIBIT A: Scope of Services, Part I** (49 pages), **EXHIBIT A: Scope of Services, Part II** (40 pages), and **EXHIBIT A: Scope of Services, Part III** (2 pages), at the dates and times described in **EXHIBIT A** or, if **EXHIBIT A** contains no dates or time frames, then upon demand. The Goods and Services must comply with all requirements and specifications in the Solicitation.

4. **Compensation and Payment.**

4.1. Rates; Adjustment. County will pay Contractor at the rates set forth in **Exhibit B** (10 pages). The total not to exceed amount of compensation to be paid by County to Contractor for the contract period July 1, 2018 through June 30, 2021 for performance of the lines of service described in:

Exhibit A: Scope of Services – Part I, Pima County Adult Detention Complex is \$46,558,542;

Exhibit A: Scope of Services – Part II, Pima County Juvenile Detention Complex is \$3,732,525; and

Exhibit A: Scope of Services – Part III, Provision of Psychological Services for the Pima County Sheriff’s Department is \$328,329.

Those rates will remain in effect during an Extension Option period unless Contractor, at least 90 days before the end of the then-existing Term, or at the time the County informs Contractor that the County intends to extend the Term, if that is earlier, notifies County in writing of any adjustments to those rates, and the reasons for the adjustments.

4.2. Maximum Payment Amount. County’s total payments to Contractor under the Initial Term of this Contract, including any sales taxes, may not exceed \$50,619,396 (the “NTE Amount”). The NTE Amount can only be changed by a formal written amendment executed by the Parties. Contractor is not required to provide any goods or services, payment for which will cause the County’s total payments under this Contract to exceed the NTE Amount; if Contractor does so, it is at the Contractor’s own risk.

4.3. Timing of Invoices. Contractor will invoice County on a monthly basis unless a different billing period is set forth in **EXHIBIT B**. County must receive invoices no more than 30 days after the end of the billing period in which Contractor delivered the invoiced products or services to County. County may refuse to pay for any product or service for which Contractor does not timely invoice the County and, pursuant to A.R.S. § 11-622(C), will not pay for any product or service invoiced more than 6-months late.

4.4. Content of Invoices. Contractor will include detailed documentation in support of its invoices and assign each amount billed to an appropriate line item. See **EXHIBIT B** for additional information.

- 4.5. Invoice Adjustments. County may, at any time during the Term and during the retention period set forth in Section 21 below, question any payment under this Contract. If County raises a question about the propriety of a past payment, Contractor will cooperate with County in reviewing the payment. County may set-off any overpayment against amounts due to Contractor under this or any other contract between County and Contractor. Contractor will promptly pay to County any overpayment that County cannot recover by set-off.
- 4.6. Appeals. Contractor has the right to appeal any deduction or offset of funds made by County pursuant to this Contract by providing to County pertinent documentation that substantiates the basis of the appeal beyond a reasonable doubt, within thirty (30) days after the deduction or offset being made.
5. **Insurance and Bond**. Contractor will procure and maintain at its own expense insurance policies (the "Required Insurance") satisfying the below requirements (the "Insurance Requirements") until all of its obligations under this Contract have been met. The below Insurance Requirements are minimum requirements for this Contract and in no way limit Contractor's indemnity obligations under this Contract. The County in no way warrants that the required insurance is sufficient to protect the Contractor for liabilities that may arise from or relate to this Contract. If necessary, Contractor may obtain commercial umbrella or excess insurance to satisfy the Insurance Requirements.
- 5.1. Minimum Scope and Limits of Insurance: Contractor shall procure and maintain, until all of their obligations have been discharged, coverage with limits of liability not less than those stated below.
- 5.1.1. Commercial General Liability (CGL) – Occurrence Form with coverage for liability arising from premises, operations, independent contractors, personal injury, bodily injury, broad form contractual liability and products-completed operations.
- a. Policy limits not less than \$1,000,000 Each Occurrence and \$2,000,000 General Aggregate.
- b. The policy shall include coverage for Sexual Abuse and Molestation (SAM) in at least the amount of \$3,000,000 per occurrence. The limits may be included within the General Liability limit or provided by separate endorsement with its own limits. If unable to obtain SAM coverage for all employees under the CGL coverage, then coverage will be included within the professional Liability insurance requirements or by separate policy.
- 5.1.2. Business Automobile Liability – Coverage for bodily injury and property damage on any owned, leased, hired, and/or non-owned autos assigned to or used in the performance of this Contract with minimum limits not less than \$1,000,000 Each Accident.
- 5.1.3. Workers' Compensation and Employers' Liability – Statutory coverage for Workers' Compensation. Policy coverage will include Employer's Liability coverage with limits

of \$1,000,000 each accident and \$1,000,000 each employee – disease and policy limits.

- 5.1.4. Commercial Property Insurance: Contractor shall insure its personal property brought onto the Premises at full replacement cost of the property insured. Contractor may use a combination of insurance and self-insurance to provide this coverage.
- 5.1.5. Cyber & Privacy Errors and Omission (E & O) Insurance – The policy limits under this Contract shall be not less than \$5,000,000 Each Claim and \$5,000,000 Annual Aggregate. A Claims-Made policy is acceptable.
- a. Insurance shall include, but not be limited to, coverage for third party claims and losses with respect to network risks (such as data breaches, unauthorized access or use, ID theft, theft of data) and invasion of privacy regardless of the type of media involved in the loss of private information, crisis management and identity theft response costs.
 - b. Coverage to include cyber extortion, computer program and electronic data restoration expenses coverage (data asset protection), network business interruption, computer fraud coverage, and funds transfer loss.
 - c. In the event that the Network Security and Privacy Liability insurance required by this Contract is written on a claims-made basis, Contractor warrants that any retroactive date under the policy shall precede the effective date of this Contract and, either continuous coverage will be maintained, or an extended discovery period will be exercised for a period of two (2) years beginning at the time work under this Contract is completed.
- 5.1.6. Medical Malpractice (Professional E & O) Insurance – This insurance is required for work from professionals whose coverage is excluded from the above CGL policy. The policy limits shall be not less than \$3,000,000 Each Claim and \$6,000,000 Annual Aggregate.
- a. Coverage can include either an excess or umbrella policy as long as the policy “follows form” of the primary coverage.
 - b. Policy will cover professional misconduct or wrongful acts for anyone performing services under this contract.
 - c. If coverage is unavailable under the CGL policy, then Policy shall include coverage for Sexual Abuse and Molestation (SAM). This coverage will have coverage of at least \$3,000,000 per occurrence. The limits may be included within the General Liability limit or provided by separate endorsement with its own limits.
 - d. In the event that the Medical Malpractice insurance required by this Contract is written on a claims-made basis, Contractor warrants that any retroactive date under the policy shall precede the effective date of this Contract and, either continuous coverage will be maintained, or an extended discovery period will be

exercised for a period of two (2) years beginning at the time work under this Contract is completed.

5.2. Additional Insurance Requirements:

The policies shall include, or be endorsed to include, as required by this written agreement, the following provisions:

- 5.2.1. In the event that the Professional Liability insurance required by this Contract is written on a claims-made basis, Contractor shall warrant that continuous coverage will be maintained as outlined under "Additional Insurance Requirements – Claims-Made Coverage" located in the next section.
- 5.2.2. The insurance policy that provides SAM coverage will provide the following statement on the Certificate(s) of Insurance: "Sexual Abuse and Molestation coverage is included" or "Sexual Abuse and Molestation coverage is not excluded."
- 5.2.3. Additional Insured Endorsement: The General Liability, Business Automobile Liability and Technology E&O Policies shall each be endorsed to include Pima County, its departments, districts, officials, agents, and employees as additional insureds with respect to liability arising out of the activities performed by or on behalf of the Contractor.
- 5.2.4. Subrogation Endorsement: The General Liability, Business Automobile Liability, Workers' Compensation and Technology E&O Policies shall each contain a waiver of subrogation endorsement in favor of Pima County, and its departments, districts, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.
- 5.2.5. Primary Insurance Endorsement: The Contractor's policies shall stipulate that the insurance afforded the Contractor shall be primary and that any insurance carried by Pima County, its agents, officials, employees or Pima County shall be excess and not contributory insurance.
- 5.2.6. The Required Insurance policies may not obligate the County to pay any portion of a Contractor's deductible or Self Insurance Retention (SIR). Insurance provided by the Contractor shall not limit the Contractor's liability assumed under the indemnification provisions of this Contract.
- 5.2.7. Insurer Financial Ratings: Coverage must be placed with insurers acceptable to the County with A.M. Best rating of not less than A- VII, unless otherwise approved by the County.

- 5.2.8. Subcontractors: Contractor must either (a) include all subcontractors providing services on-site as additional insureds under its Required Insurance policies, or (b) require each subcontractor providing services on site to separately meet all Insurance Requirements and verify that each subcontractor has done so, Contractor must furnish, if requested by County, appropriate insurance certificates for each subcontractor. Contractor must obtain County's approval of any subcontractor request to modify the Insurance Requirements as to that subcontractor.

5.3 Notice of Cancellation:

Each Required Insurance policy must provide, and certificates specify, that County will receive not less than thirty (30) days advance written notice of any policy cancellation, except 10-days prior notice is sufficient when the cancellation is for non-payment of a premium. Notice shall include the Pima County project or contract number and project description.

5.4 Verification of Coverage:

- 5.4.1. Contractor shall furnish Pima County with certificates of insurance (valid ACORD form or equivalent approved by Pima County) as required by this Contract. An authorized representative of the insurer shall sign the certificates.
- 5.4.2. All certificates and endorsements, as required by this written agreement, are to be received and approved by Pima County before work commences. Each insurance policy required by this Contract must be in effect 10 days prior to work under this Contract. Failure to maintain the insurance coverages or policies as required by this Contract, or to provide evidence of renewal, is a material breach of contract.
- 5.4.3. All certificates required by this Contract shall be sent directly to the appropriate County Department. The Certificate of Insurance shall include the Pima County project or contract number and project description on the certificate. Pima County reserves the right to require complete copies of all insurance policies required by this Contract at any time.
- 5.4.4. Certificates must specify that the appropriate policies are endorsed to include additional insured and subrogation waiver endorsements for the County and its departments, officials and employees. Contractor must provide actual copies of the additional insured and subrogation endorsements.
- 5.4.5. Neither the County's failure to obtain a required insurance certificate or endorsement, the County's failure to object to a non-complying insurance certificate or endorsement, or the County's receipt of any other information from the Contractor, its insurance broker(s) and/or insurer(s), constitutes a waiver of any of the Insurance Requirements.

5.5 Approval and Modifications:

Pima County Risk Management reserves the right to review or make modifications to the insurance limits, required coverages, or endorsements throughout the life of this contract, as deemed necessary. Such action will not require a formal Contract amendment but may be made by administrative action.

5.6 Bond:

Contractor shall provide a performance bond in the amount of \$500,000. Such bond will be in place for the entire term of the contract, including extension terms, renewable annually for the term of the contract, plus an additional five-month period beyond the end of the contract term to ensure payment to all of Contractor's subcontractors and vendors delivering services related to this Contract.

6. **Indemnification.** To the fullest extent permitted by law, Contractor (Indemnitor) will defend, indemnify, and hold harmless Pima County and any related taxing district, and the officials and employees of each of them (collectively, "Indemnitee") from and against any and all claims, actions, liabilities, losses, and expenses (including reasonable attorney fees) (collectively, "Claims") arising out of actual or alleged injury of any person (including death) or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by any act or omission of Indemnitor or any of Indemnitor's directors, officers, agents, employees, volunteers, or subcontractors. This indemnity includes any claim or amount arising or recovered under the Workers' Compensation Law or arising out of the failure of Indemnitor to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. The Indemnitee will, in all instances, except for Claims arising solely from the acts or omissions of the Indemnitee, be indemnified by Indemnitor from and against any and all Claims caused, or alleged to be caused, by any act or omission of Indemnitor. Indemnitor is responsible for primary loss investigation, defense and judgment costs for any Claim to which this indemnity applies. This indemnity will survive the expiration or termination of this Contract.

Indemnitor warrants that all products and services provided under this Contract are non-infringing. Indemnitor will indemnify, defend and hold Indemnitee harmless from any claim of infringement arising from services provided under this Contract or from the provision, license, transfer or use for their intended purpose of any products provided under this Contract.

7. **Laws and Regulations.**

- 7.1. **Compliance with Laws.** Contractor will comply with all federal, state, and local laws, rules, regulations, standards and Executive Orders.
- 7.2. **Licensing.** Contractor warrants that it is appropriately licensed to provide the services under this Contract and that its subcontractors will be appropriately licensed.

7.3. **Choice of Law; Venue.** The laws and regulations of the State of Arizona govern the rights and obligations of the Parties under this Contract. Any action relating to this Contract must be filed and maintained in the appropriate court of the State of Arizona in Pima County.

8. **Independent Contractor.** Contractor is an independent contractor. Neither Contractor, nor any of Contractor's officers, agents or employees will be considered an employee of Pima County for any purpose or be entitled to receive any employment-related benefits, or assert any protections, under the Pima County Merit System. Contractor is responsible for paying all federal, state and local taxes on the compensation received by Contractor under this Contract and will indemnify and hold County harmless from any and all liability that County may incur because of Contractor's failure to pay such taxes.
9. **Subcontractors.** Contractor is fully responsible for all acts and omissions of any subcontractor providing services on-site, and of persons directly or indirectly employed by any such subcontractor, and of persons for whose acts any of them may be liable, to the same extent that the Contractor is responsible for the acts and omissions of its own employees. Nothing in this Contract creates any obligation on the part of County to pay or see to the payment of any money due any subcontractor, except as may be required by law.
10. **Assignment.** Contractor may not assign its rights or obligations under this Contract, in whole or in part, without the County's prior written approval. County may withhold approval at its sole discretion.
11. **Non-Discrimination.** Contractor will comply with all provisions and requirements of Arizona Executive Order 2009-09, which is hereby incorporated into this contract, including flow-down of all provisions and requirements to any subcontractors. During the performance of this Contract, Contractor will not discriminate against any employee, client or any other individual in any way because of that person's age, race, creed, color, religion, sex, disability or national origin.
12. **Americans with Disabilities Act.** Contractor will comply with all applicable provisions of the Americans with Disabilities Act (Public Law 101-336, 42 U.S.C. 12101-12213) and all applicable federal regulations under the Act, including 28 CFR Parts 35 and 36.
13. **Authority to Contract.** Contractor warrants its right and power to enter into this Contract. If any court or administrative agency determines that County does not have authority to enter into this Contract, County will not be liable to Contractor or any third party by reason of such determination or by reason of this Contract.
14. **Full and Complete Performance.** The failure of either party to insist, in one or more instances, upon the other party's full and complete performance under this Contract, or to take any action based on the other party's failure to fully and completely perform, is not a waiver or relinquishment of the right to insist upon full and complete performance of the same, or any other covenant or condition, either in the past or in the future. The acceptance

by either party of sums less than may be due and owing it at any time is not an accord and satisfaction.

15. **Cancellation for Conflict of Interest.** This Contract is subject to cancellation for conflict of interest pursuant to A.R.S. § 38-511, the pertinent provisions of which are incorporated into this Contract by reference.

16. **Termination**

16.1. Without Cause. Either party may terminate this Contract at any time, without cause, by serving a written notice upon the other Party. County must provide at least 60 days' written notice of termination without cause. Contractor must provide at least 180 days' notice of termination without cause. In the event of such termination, County's only obligation to Contractor will be payment for services rendered prior to the date of termination.

16.2. With Cause. Either party may terminate this Contract at any time, with cause, by serving a written notice upon the breaching party at least 30 days before the effective date of the termination and providing an opportunity to cure the breach during that 30-day period. In the event of such termination, County's only obligation to Contractor will be payment for services rendered prior to the date of termination.

16.3. Default. County may terminate this Contract at any time without advance notice and without further obligation to Contractor when County finds Contractor to be in default of any material provision of this Contract.

16.4. Non-Appropriation. Notwithstanding any other provision in this Contract, County may terminate this Contract if for any reason there are not sufficient appropriated and available monies for the purpose of maintaining County or other public entity obligations under this Contract. In the event of such termination, County will have no further obligation to Contractor, other than to pay for services rendered prior to termination.

16.5. Contractor Obligation upon Expiration or Termination. Upon expiration or termination of this Contract, Contractor will fully cooperate with County and the new services provider to ensure the efficient and orderly transition of services, including but not limited to, coordination of care, medical records, and pharmacy and supply inventories.

17. **Notice.** Any notice required or permitted to be given under this Contract must be in writing and be served by personal delivery or by certified mail upon the other party as follows:

County:
Ms. Danna Whiting
Behavioral Health Administrator
Pima County Behavioral Health
3950 S. Country Club Rd., Suite 3240

Contractor:
Mr. Steven H. Wheeler
Chief Executive Officer
Centurion Detention Health Services, LLC
1593 Spring Hill road, Suite 600

Tucson, AZ 85714
Phone: (520) 724-7958
E-mail: Danna.Whiting@pima.gov

Vienna, VA 22182
Phone: (703) 749-4600
E-mail: SWheeler@CenturionMcare.com

18. **Non-Exclusive Contract.** Contractor understands that this Contract is nonexclusive and is for the sole convenience of County. County reserves the right to obtain like services from other sources for any reason.
19. **Remedies.** Either party may pursue any remedies provided by law for the breach of this Contract. No right or remedy is intended to be exclusive of any other right or remedy and each is cumulative and in addition to any other right or remedy existing at law or at equity or by virtue of this Contract.
20. **Severability.** Each provision of this Contract stands alone, and any provision of this Contract found to be prohibited by law will be ineffective to the extent of such prohibition without invalidating the remainder of this Contract.
21. **Books and Records.** Contractor will keep and maintain proper and complete books, records and accounts, which will be open at all reasonable times for inspection and audit by duly authorized representatives of County. In addition, Contractor will retain all records relating to this Contract for at least five (5) years after its expiration or termination or, if later, until any related pending proceeding or litigation has concluded.
22. **Public Records.**
 - 22.1. **Disclosure.** Pursuant to A.R.S. § 39-121 et seq., and A.R.S. § 34-603(H) in the case of construction or Architectural and Engineering services procured under A.R.S. Title 34, Chapter 6, all documents submitted in response to the solicitation resulting in award of this Contract, including, but not limited to, pricing schedules, product specifications, work plans, and any supporting documents, are public records. As such, those documents are subject to release and/or review by the general public upon request, including competitors.
 - 22.2. **Records Marked Confidential; Notice and Protective Order.** If Contractor reasonably believes that some of those records contain proprietary, trade-secret or otherwise-confidential information, Contractor must prominently mark those records "CONFIDENTIAL." In the event a public-records request is submitted to County for records marked CONFIDENTIAL, County will notify Contractor of the request as soon as reasonably possible. County will release the records 10 business days after the date of that notice, unless Contractor has, within that period, secured an appropriate order from a court of competent jurisdiction, enjoining the release of the records. County will not, under any circumstances, be responsible for securing such an order, nor will County be in any way financially responsible for any costs associated with securing such an order.

23. Legal Arizona Workers Act Compliance.

23.1. Compliance with Immigration Laws. Contractor hereby warrants that it will at all times during the term of this Contract comply with all federal immigration laws applicable to its employment of its employees, and with the requirements of A.R.S. § 23-214 (A) (together the "State and Federal Immigration Laws"). Contractor will further ensure that each subcontractor who performs any work for Contractor under this Contract likewise complies with the State and Federal Immigration Laws.

23.2. Books & Records. County has the right at any time to inspect the books and records of Contractor and any subcontractor in order to verify such party's compliance with the State and Federal Immigration Laws.

23.3. Remedies for Breach of Warranty. Any breach of Contractor's or any subcontractor's warranty of compliance with the State and Federal Immigration Laws, or of any other provision of this section, is a material breach of this Contract subjecting Contractor to penalties up to and including suspension or termination of this Contract. If the breach is by a subcontractor, and the subcontract is suspended or terminated as a result, Contractor will be required to take such steps as may be necessary to either self-perform the services that would have been provided under the subcontract or retain a replacement subcontractor, as soon as possible so as not to delay project completion. Any additional costs attributable directly or indirectly to such remedial action are the responsibility of Contractor.

23.4. Subcontractors. Contractor will advise each subcontractor of County's rights, and the subcontractor's obligations, under this Section 24 by including a provision in each subcontract substantially in the following form:

"Subcontractor hereby warrants that it will at all times during the term of this contract comply with all federal immigration laws applicable to Subcontractor's employees, and with the requirements of A.R.S. § 23-214 (A). Subcontractor further agrees that County may inspect the Subcontractor's books and records to insure that Subcontractor is in compliance with these requirements. Any breach of this paragraph by Subcontractor is a material breach of this contract subjecting Subcontractor to penalties up to and including suspension or termination of this contract."

24. **Grant Compliance.** Not Applicable.

25. **Health Insurance Portability and Accountability Act.** The Parties acknowledge that County's health benefit program is a "covered entity" as described in 45 C.F.R. §160.103 of the Health Insurance Portability and Accountability Act of 1996 (HIPAA), and is required to comply with the provisions of HIPAA with respect to safeguarding the privacy, confidentiality and security of protected health information. Contractor acknowledges that it may obtain

confidential personal health information of County's health benefit program participants in the course of Contractor's performance under the terms of this Contract. "Confidential personal health information" includes information that could be used to identify a participant, information pertaining to the participant's care, treatment or experience in County's program, and information pertaining to the cost of, payment for, or collections activities related to participant's care, treatment and experience in County's program. Contractor agrees to maintain the privacy, confidentiality and security of information it may obtain in the course of its performance under this Contract. In particular, Contractor agrees that it is County's Business Associate and agrees to be bound by the Business Associate Agreement in **EXHIBIT C** which is incorporated into this agreement, and further specifically agrees that:

- 25.1. Any confidential personal health information that Contractor may obtain shall remain the sole property of the County; and
 - 25.2. Contractor shall establish and maintain procedures and controls that are acceptable to County to assure that no confidential personal health information contained in its records or obtained from County or from others in carrying out its functions under this Contract shall be used by or disclosed by Contractor, its agents, officers, employees or subcontractors, except as required in the performance of its obligations under the terms of this Contract; and
 - 25.3. Contractor shall not remove any confidential personal health information from County premises, if applicable; and
 - 25.4. Any other information pertaining to individual persons shall not be divulged other than to employees or officers of Contractor as needed for the performance of its duties under this Contract, or to County.
26. **Israel Boycott Certification.** Contractor hereby certifies that it is not currently engaged in, and will not for the duration of this Contract engage in, a boycott of Israel as defined by A.R.S. § 35-393.01. Violation of this certification by Contractor may result in action by the County up to and including termination of this Contract.
 27. **No Third Party Beneficiaries.** This Contract is for the sole benefit of the Parties executing it. There are no third-party beneficiaries to this Contract, including but not limited to persons.
 28. **Amendment.** The Parties may modify, amend, alter or extend this Contract only by a written amendment signed by the Parties.
 29. **Entire Agreement.** This document constitutes the entire agreement between the Parties pertaining to the subject matter it addresses, and this Contract supersedes all prior or contemporaneous agreements and understandings, oral or written.

The following documents are attached and incorporated into the Contract as set forth herein:

EXHIBIT A: SCOPE OF SERVICES – PART I: PIMA COUNTY ADULT DETENTION COMPLEX (PCADC)
ATTACHMENT A1-1 STATISTICAL DATA REPORT - PCADC
ATTACHMENT A1-2 SAMPLE PHARMACY REPORT - PCADC
ATTACHMENT A1-3 REQUIRED REPORTS AND REPORTING SCHEDULE - PCADC
ATTACHMENT A1-4 PERFORMANCE INDICATORS - PCADC
ATTACHMENT A1-5 BUSINESS REQUIREMENTS - PCADC

EXHIBIT A: SCOPE OF SERVICES – PART II: PIMA COUNTY JUVENILE DETENTION CENTER (PCJDC)
ATTACHMENT A2-1 STATISTICAL DATA REPORT - PCJDC
ATTACHMENT A2-2 SAMPLE PHARMACY REPORT - PCJDC
ATTACHMENT A2-3 REQUIRED REPORTS AND REPORTING SCHEDULE - PCJDC
ATTACHMENT A2-4 PERFORMANCE INDICATORS - PCJDC
ATTACHMENT A2-5 BUSINESS REQUIREMENTS – PCJDC

EXHIBIT A: SCOPE OF SERVICES – PART III: PROVISION OF PSYCHOLOGICAL TESTING TO EMPLOYEES AND APPLICANTS OF THE PIMA COUNTY SHERIFF'S DEPARTMENT

EXHIBIT B: PRICING AND COMPENSATION
ATTACHMENT B-1 PRICING: PIMA COUNTY ADULT DETENTION COMPLEX (PCADC)
ATTACHMENT B-2 PRICING: PIMA COUNTY JUVENILE DETENTION CENTER (PCJDC)
ATTACHMENT B-3 PRICING: PSYCHOLOGICAL SERVICES FOR THE PIMA COUNTY SHERIFF'S DEPARTMENT
ATTACHMENT B-4 CONTRACTED ONSITE STAFFING COMMITMENT - PCADC
ATTACHMENT B-5 CONTRACTED ONSITE STAFFING COMMITMENT - PCJDC
ATTACHMENT B-6 SUMMARY SCHEDULE OF STAFFING COSTS – PCADC
ATTACHMENT B-7 SUMMARY SCHEDULE OF STAFFING COSTS - PCJDC
ATTACHMENT B-8 INVOICE FOR HEALTH SERVICES – PCADC
ATTACHMENT B-9 INVOICE FOR HEALTH SERVICES – PCJDC
ATTACHMENT B-10 RESPONSIBILITY FOR OPERATIONAL EXPENSES
ATTACHMENT B-11 INVENTORY OF MEDICAL EQUIPMENT, OFFICE EQUIPMENT AND FURNITURE – PCADC
ATTACHMENT B-12 INVENTORY OF MEDICAL EQUIPMENT, OFFICE EQUIPMENT AND FURNITURE – PCJDC

EXHIBIT C: BUSINESS ASSOCIATE AGREEMENT

EXHIBIT D: STANDARDS AND RECOMMENDATIONS CONCERNING THE SCREENING, DIAGNOSIS AND TREATMENT OF COMMUNICABLE DISEASE AT THE PCADC AND PCJDC

EXHIBIT E: GLOSSARY

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK

IN WITNESS THEREOF, the parties have affixed their signatures to this Contract on the date written below:

PIMA COUNTY

Chair, Board of Supervisors

ATTEST

Clerk of the Board

Date

APPROVED AS TO FORM



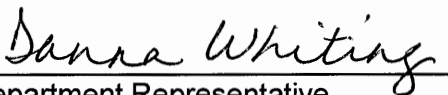
Deputy County Attorney

Paula S. Ferreira

Print DCA Name

5.8.18
Date

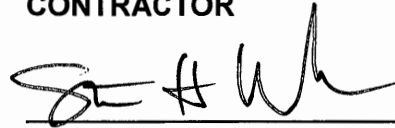
APPROVED AS TO CONTENT



Department Representative

5-7-18
Date

CONTRACTOR



Authorized Officer Signature

Steven H. Wheeler, Chief Executive Officer
Printed Name and Title

5/4/2018
Date

EXHIBIT A: SCOPE OF SERVICES – PART I PIMA COUNTY ADULT DETENTION COMPLEX

1. Facilities and Equipment

1.1 Facilities

This Scope of Services – Part I covers services provided at the following two facilities operated by the Pima County Sheriff's Department, through its Corrections Bureau:

1. Pima County Adult Detention Complex (PCADC): Main Jail (including East, West, and Tower) at 1270 West Silverlake Road, Tucson, AZ 85713 and the "Mission" Minimum Security Facility (MSF) at 1801 S. Mission Road, Tucson, AZ 85713.
2. Ajo District Jail at 1249 N. Well Road, Ajo, AZ, 85321. Contractor is not required to provide services at the Ajo District Jail. However, Contractor may be called upon for consultation or the detainee may be sent to the Main Jail for medical care.

1.2 Equipment and Supplies

See **Attachment B-11** for the most current inventory of medical and office equipment at the PCADC. The inventory may change by the start date of this Contract. This inventory contains equipment that belongs to Pima County for the Contractor's use. Contractor may utilize the inventory that belongs to Pima County existing on the first day of performance of the Contract. Office furnishing upgrades, computers and peripheral office products are solely the responsibility of the Contractor. For medical equipment with a purchase price of \$500 or more, County will repair, replace or supplement the existing inventory as needed to fulfill the obligations of the Contract, except for cases of abuse or misuse by Contractor. Contractor will be responsible for maintenance of all medical equipment. Contractor will be responsible for all purchase, lease, repair, or maintenance of office equipment. See **Attachment B-10** for a summary of responsibility for operational costs.

All medical equipment purchased by County will be property of County, and all office equipment purchased by Contractor for its performance under this Contract will be property of Contractor.

Contractor is not responsible to maintain, repair or replace County owned teleradiology equipment or telephones.

Contractor will provide computer workstations and networked printers approved for use by the Pima County Sheriff Department's Information Systems and Technology unit (IST). Equipment specifications for computers housing the Jail Management System access will be provided to the Contractor. Contractor is exclusively responsible for maintaining and supporting computer workstations, system software, application software, and all peripherals provided by Contractor.

Contractor shall inventory all equipment being utilized for health care services at PCADC in January and July of each year for the term of the Contract, and provide a copy of the inventory to the County. Inventories must specify ownership of the items by the County and Contractor. County has the right to perform any and all inspections and inventories at any time. Contractor shall inventory all equipment being utilized for health care services at PCADC upon taking over a new Contract or upon termination of the Contract.

Contractor is required to provide all medical supplies and replenish supplies as necessary to ensure that sufficient supplies are always on hand to permit Contractor to provide services to detainees.

2. Accreditation, Licenses, Registration and Waivers

The Contractor shall cooperate with County to maintain compliance with the County's accreditation and regulatory obligations. Upon notification from any regulatory or accrediting agency that a site visit, survey, inspection, on-site review, or any other contact with the facility or program is contemplated, the Contractor shall immediately notify the County and cooperate fully with County and all regulatory and accrediting agencies.

The Contractor shall not respond to any written correspondence from any regulatory agency without the express written consent of the County. The Contractor shall cooperate fully with the County to formulate a response to the regulatory or accrediting agency. The County shall file any Plans of Correction required. Any inquiry by an outside agency or party regarding health care operations should be directed to the County.

2.1 Arizona Department of Health Services Licenses

The PCADC Medical Unit is exempt from obtaining Arizona Department of Health Services licensure pursuant to the provisions of Arizona Revised Statutes § 36-402 (11). Regardless of whether or not the facility holds the license, Contractor is expected to comply with licensure requirements for an Outpatient Treatment Center and Behavioral Health Outpatient Treatment Center (www.azdhs.gov).

2.2 NCCHC Accreditation

In October 2003, the PCADC was first awarded accreditation by the National Commission on Correctional Health Care (NCCHC). The current accreditation expires in October 2019. The Contractor shall operate the health care services in compliance with the NCCHC standards and accreditation requirements on an ongoing basis. Failure to do so may be cause for termination of the Contract for non-performance. The Contractor shall renew and maintain this accreditation status, and bear all costs, including the NCCHC accreditation fee, associated with that task.

Failure to maintain NCCHC accreditation will have significant financial consequences per **Attachment A1-5**, Sample Business Requirements.

At its sole discretion and at its own cost, County may perform or cause to be performed a simulated NCCHC accreditation survey or surveys. Contractor must cooperate in such simulated survey(s) and must correct any and all deficiencies noted therein within 30 days of receipt of notice from County of such deficiencies.

In addition to the County requirements set forth in this Contract, Contractor must comply with all NCCHC requirements as set forth in the NCCHC book titled Standards for Health Services in Jails (2018), or the most recent version.

2.3 CLIA Certificates of Waiver

The PCADC Medical Unit holds and maintains a Clinical Laboratory Improvement Amendments of 1988 (CLIA) Certificate of Waiver for certain onsite testing. The Contractor shall ensure that the health care service operation is compliant with the requirements of the waiver. The Contractor shall notify the County if the conditions of the waiver are no longer met and a higher level of laboratory certification is required.

Unless a higher level of laboratory certification is required, the Contractor shall keep current the CLIA Certificate of Waiver and shall file any required renewal applications and advise the County of such filings, including copies of updated certificates.

2.4 Radiology Registration

All x-ray equipment used in the PCADC Health Care Unit is required to be registered with the Arizona Radiation Regulatory Agency (ARRA). Currently there are two pieces of x-ray equipment registered for use: a dental x-ray unit and a Siemen's x-ray unit.

The County will monitor the x-ray equipment in the Medical Services Unit for compliance with the requirements of the Arizona Radiation Regulatory Agency (ARRA), including any radiation checks by a physicist, and be responsible for the initial application and fees and each subsequent annual renewal fee for the x-ray equipment.

3. Standards, Policies and Procedures

The Contractor shall be responsible for providing health care services to all adults and juveniles held in the custody of the Pima County Sheriff's Department in a manner that meets or exceeds the standard of care of a reasonable, prudent health care provider in the community.

The Contractor shall provide onsite services that maximize cost containment without compromising the quality of medically necessary services. Contractor shall provide only medically

necessary services in a manner that complies with State licensure requirements (www.azdhs.gov) and the relevant Standards published by the National Commission on Correctional Health Care (NCCHC).

The Contractor shall recruit and retain staff to operate the health care services program in a manner that maintains NCCHC accreditation. Failure to maintain NCCHC may be cause for termination of the Contract for non-performance.

Any initial policies and procedures and subsequent updates and changes utilized by Contractor must be consistent with the Sheriff's and the County's policies and procedures. Contractor will request input from the County on said policies and procedures.

Contractor must supply the County a draft copy of the site specific policies and procedures within 60 days of the start date of the new Contract term.

Beginning with the second year of the Contract, Contractor will provide to County a complete set of site specific signed policies, procedures and forms by July 31 of each year for the duration of the Contract.

Contractor will provide copies of proposed new or updated policies and procedures for use at PCADC to County for review and comment at least thirty (30) days prior to implementation.

4. Receiving and Booking

NCCHC Requirements: Please refer to standard J-E-02, Receiving Screening, standard J-G-06, Patients with Alcohol and Other Drug Problems, and J-E-07, Intoxication and Withdrawal, of Standards for Health Services in Jails (2014) .

4.1 PCADC Main Jail

4.1.1 Receiving screening

The PCADC books detainees 24 hours per day, 7 days per week, including all holidays. The receiving screening and booking of arrestees is performed at the Main Jail East booking/intake area. Contractor will complete the pre-booking screening immediately upon the detainee's arrival but no later than 30 minutes after arrival. Contractor will complete the receiving screening as soon as possible following the arrestee's acceptance into the facility but no later than 120 minutes after acceptance. Contractor will follow internal procedure for prioritizing health care needs based on emergent, urgent, and routine needs. The intake area must be staffed 24/7. In addition to the medical staffing provided at intake, Contractor will provide a master's prepared licensed mental health professional for the booking area 24 hours a day, 7 days a week.

Psychiatric evaluation appointments will be made according to the results of the behavioral health screening as follows: 1) Detainees with receiving screening results indicating "immediate

psychiatric follow up” will be seen within two hours of the receiving screening; 2) Detainees with receiving screening results indicating “routine psychiatric follow up” will be seen within 5 days of the receiving screening; and 3) Detainees with receiving screening results indicating “history of mental health, but no risks present” will be seen within 14 days of the receiving screening.

Health history and background queries during the pre-booking screening:

1. Contractor will utilize the existing County procedure during the pre-booking screening to identify detainees who are seriously mentally ill and/or have been enrolled in the Regional Behavioral Health Authority (RBHA). Contractor will rely on the existing Justice-Health Information Data Exchange (J-HIDE) that automatically checks detainees’ names against the database of RBHA members. Contractor must advise County if the system is not functioning at any point. Contractor must establish and implement procedures to coordinate continuity of care with such detainee’s behavioral health providers as indicated in Section 10.1
2. Optionally, the Contractor may also utilize alternative electronic systems such as the RBHA portal login or the State’s designated Health Information Exchange (HIE) to look up individuals and medications which may assist with continuity of care. Any fees associated with these queries are the responsibility of the Contractor.
3. Within 24 hours of medical clearance, Contractor will query the detainee database system provided by PCADC to determine whether a detainee has prior bookings. Contractor will retrieve and review all available prior health care records of detainees with prior bookings. Contractor will also request and review all available outside records of which they are made aware including, but not limited to, other correctional facilities, hospitals, specialty care or outpatient clinics.
4. Contractor is expected to complete an insurance screening with the detainee in order to identify and document any health insurance the individual holds.

4.1.2 Medical Rejections

Contractor shall implement a policy and procedure to quickly identify those detainees who cannot be safely or adequately treated at PCADC and require treatment offsite. The decision to medically reject a detainee should be made by a prescribing provider. The prescribing provider will also determine whether the detainee should be transported by ambulance or if transportation by the arresting agency is appropriate. Medical rejection is not an option for detainees committed to the jail through the Pima County Extradition process being delivered either by the Sheriff’s agents or other transportation authority.

Contractor shall coordinate with custody staff to arrange for EMS transport of the detainee who requires emergency transport for diversion. Contractor shall not call directly for emergency services transport.

If the detainee returns to PCADC after being diverted for medical evaluation and clearance, the Contractor shall re-screen the detainee and review the information received from the clearing facility or physician to ensure that PCADC has the capacity to complete any treatment recommendations. If written information regarding the medical evaluation and treatment provided does not arrive with the detainee who was diverted, Contractor shall contact the provider to obtain the information.

4.1.3 Booking and Placement

Detainees may be in the holding area for up to 14 hours before their initial hearing post booking. The Contractor will provide for the health, safety and stability of all detainees while they are waiting for their initial hearing, including monitoring detainees who are placed in the holding cells in the booking/intake area or the transportation holding area. Patients identified with immediate medical needs such as elevated blood pressure, high or low blood sugar, obvious infections, and other medical concerns, will receive the first dose of medication in the booking area, if ordered by Contractor's provider. All interactions with detainees in the booking area must be documented.

The receiving screening will occur as soon as possible but no later than 90 minutes after arrival. Arrestees found to have non-emergent but urgent conditions will be accepted for continuation of the booking process but will be expedited to the registered nurse for further assessment and necessary treatment and intervention. Examples of conditions that would be expedited include, but are not limited to, suspicion of communicable disease, elevated blood sugar, potential for withdrawal from alcohol, and acute psychosis.

Based on the findings of the receiving screening, the intake nursing assessment and/or consultation with the behavioral health personnel, the Contractor will alert custody staff of all important health information necessary for them to observe, classify and house the detainee. Contractor will identify detainees with special needs or conditions, including but not limited to physical disabilities, activity restrictions, allergies or special diet needs and those at risk of suicide.

4.1.4 Detoxification and Withdrawal

Detainees reporting to the booking area may be under the influence of alcohol and/or drugs prior to arriving. Since a detainee can be held in the holding area for up to 14 hours awaiting their initial appearance, the Contractor shall have a policy and procedure to manage detainees who are medically cleared at booking but who are at high risk for alcohol or drug withdrawal while awaiting their initial hearing and through admission to PCADC housing or are sent for emergency care at an offsite provider. Completion of the pre-screening medical clearance is not dependent on detainee's cooperation or level of intoxication.

Contractor shall use best practices in the development and implementation of detoxification protocols for appropriate screening, assessment, and treatment of detainees in need of detoxification and ongoing observation. The protocol must address a plan for managing this population during intake/receiving screening, creating a treatment plan once housed, and ongoing observation until stabilization is reached. This includes use of Clinical Institute Withdrawal

Assessment for Alcohol (CIWA-AR) and Clinical Opiate Withdrawal Scale (COWS) diagnostic tools. Contractor shall utilize urine and/or blood toxicology screens when clinically indicated.

Contractor's policy and procedure for managing detoxification and withdrawal should describe a multidisciplinary approach to include proper use of screening tools, identification of high risk patients, appropriate medical interventions, use of toxicology, and the development of individualized treatment and stabilization plans for detainees requiring ongoing treatment and monitoring schedules. A process for appropriate classification and housing, determined by clinical necessity, will be developed in collaboration with custody staff.

Contractor will follow appropriate detoxification procedures for all detainees who demonstrate a need for the service after being housed. Each individual in detox protocol will be given the opportunity to engage in additional recovery support services.

4.1.5 Medication Assisted Treatment (MAT)

At a minimum, MAT services will be provided as detailed in NCCHC for all pregnant detainees at risk for opiate withdrawal. The use of MAT may be expanded to other populations upon authorization of the Sheriff's Department and Pima County Behavioral Health. Contractor must comply with federal and NCCHC guidelines for MAT.

4.1.6 Suicide and High Risk Screening

Contractor must implement an intake screening protocol to identify detainees at risk of suicide and other behavioral health issues. The County must approve the tool or screening selected for use. Contractor must notify PCADC custody staff immediately regarding detainees who are found to be at risk of suicide as a result of such screening, and, in collaboration with PCADC custody staff, implement those suicide prevention precautions that best suit the detainee's particularized circumstances and needs. This screening must also be completed by trained PCADC custody staff for those detainees booked in Ajo.

4.1.7 Expedited Treatment Initiative(ETI) / Alternatives to Incarceration (ATI)

Contractor will comply with such diversion procedures as County or the Pima County Superior Court ("Court") may establish to (a) identify detainees with mental illness at intake; (b) determine whether such detainees meet criteria that County or the Court may adopt; and (c) coordinate with County and the Court to discharge detainees meeting criteria to mental health treatment in lieu of detention at PCADC. During the receiving screening, Contractor will request detainee consent to share their behavioral health information with representatives of Pre-Trial Services (a program of the Pima County Superior Court) to see if they may qualify for their diversion program. The Contractor will be required to prepare regular reports for the County that demonstrate compliance with this requirement. Pima County is participating in a number of grant initiatives related to ETI / ATI. Contractor and County will collaborate on current and future initiatives.

4.1.8 Insurance Eligibility

Contractor will assist County to implement such financial screening systems as County may establish to identify health insurance coverage for detainees and other payment sources (such

as Workers' Compensation or automobile insurance coverage for an injury, or Arizona Health Care Cost Containment System (AHCCCS) in the case of an inpatient hospitalization). Contractor will assist County with eligibility screening initiatives to minimize the number of detainees released without health insurance.

4.2 PCADC Mission Facility (Minimum Security Facility - MSF)

Booked-to-Serve (BTS) detainees reside in the community and present to the Mission Facility to serve their sentences on short-term, intermittent bases. Most of the sentenced detainees present for booking at the main jail on Friday afternoon and evening. The MSF also houses a significant portion of the pre-trial general population female detainees. Contractor shall implement protocols to screen and evaluate detainees to determine whether their health status is stable enough for them to be admitted to and remain at the MSF. A BTS detainee diverted during booking is responsible for obtaining medical evaluation and clearance prior to returning. If emergency transportation is required, the cost of the transportation and any subsequent health care services shall be the responsibility of the BTS detainee.

4.3 Ajo District Detention Center

Detainees booked in the Ajo Detention Facility are screened by Corrections Officers in Ajo. The Contractor is responsible for reviewing each screening conducted by the Ajo Detention Facility within sixty (60) minutes of receipt and determining if medical or mental health interventions are needed. Corrections Officers in Ajo are responsible for the transport of detainees to PCADC. In the event that a detainee is not medically stable, EMS will be activated by custody.

The Contractor will be required to give an opinion regarding proper housing, suicidal ideation, medication needs and urgent, emergent or chronic care issues.

All detainees held on felony charges beyond the Initial Appearance (no later than 24 hours after arrest) will be automatically transferred from Ajo to the PCADC. All Ajo detainees determined to be a high risk for suicide or those requiring segregated housing will be transferred to the PCADC for housing. Upon arrival, the Contractor will conduct standard screening processes for this population as if they are new arrestees.

Detainees held in Ajo on misdemeanors will be transported to the PCADC for their 14 day health and dental assessments or as dictated by other medical or mental health concerns.

5. Physical and Mental Health Assessments

NCCHC Requirements: Please refer to standard J-E-04, Initial Health Assessment, and standard J-E-05, Mental Health Screening and Evaluation.

Contractor's qualified medical staff will complete a comprehensive physical assessment for all PCADC detainees within 14 days after admission to the facility. Based on the results of this

assessment and using evidence based clinical guidelines and chronic care flow sheets, providers will develop a plan of care to be followed by the patient and healthcare staff.

Detainees referred for mental health services as a result of their receiving screen, must receive a mental health assessment within 14 days of admission to the facility. The mental health assessment must address psychosocial history, presenting concerns, mental status, and level of functioning. The assessment will also guide the mental health professional in maintaining the detainee's mental health stability and assisting Custody or Detention to manage the detainee's behavior while in detention.

The Contractor must establish policies and procedures for conducting initial physical and mental health assessments for all detainees per NCCHC requirements. Such policies and procedures shall be subject to review and approval by County.

For detainees located at the Minimum Security Facility, Contractor will coordinate with PCADC staff to schedule the assessments.

Contractor will perform an annual health assessment for all detainees remaining at the PCADC for over one (1) year. This examination will occur as close as possible to the 365th day of detention, and will not exceed 14 days from the 365th day.

6. Nonemergency Health Care

6.1 Sick Call Requests

NCCHC Requirements: Please refer to standard J-E-07, Nonemergency Health Care Requests and Services.

Sick Call Requests (SCR) received from detainees in the highest security pods and SCRs / complaints received from detainees reporting a wound, new onset pain, and/or trauma are to be triaged **face-to-face** with the detainee by a Registered Nurse or prescribing provider within 24 hours of the time the SCR is stamped as received. An exception will be made in regards to face-to-face triage for detainees in the highest security pods for the following types of requests: to refill KOP medications, testing for sexually transmissible infections (STI) with no signs or symptoms, chronic conditions already being followed without urgent symptoms, change in diet, for reading glasses if already on the waiting list, and for a copy of medical records. Other SCRs will be triaged by a Registered Nurse and seen at the next Nurse Sick Call.

As a rule, detainees will request medical services via the approved sick call request form, however, any written and/or verbal requests for medical care will be reviewed by the Contractor in the same time frame.

Most Sick Call Requests are received through a web-based electronic solution. The Contractor must interface with the PCADC's sick call request system for integration.

The face-to-face triage evaluation will contain, at a minimum, a full set of vital signs, pulse oximetry and physical exam based on the chief complaint. In order to reduce the number of detainee transports by custody, face-to-face triage for a SCR should occur on the detainee's housing pod when medically appropriate and possible. PCADC will provide a clinically appropriate setting in which the face-to-face evaluation can take place.

A detainee with an urgent condition should be seen by healthcare staff and the condition addressed by a prescribing provider within 24 hours of the referral. If the sick call request suggests that the problem is of an emergent nature, nursing staff will notify the Shift Commander or designee and arrange for the patient to be brought to the clinic or, whenever possible, will visit the patient in the housing unit immediately.

A detainee who is referred to a prescribing provider for evaluation of a non-urgent complaint should be seen by a prescribing provider within seven days of the referral.

The sick call registered nurse will use Nursing Protocols that have been approved by the PCADC and are consistent with Arizona nursing regulations. All written requests by patients for medical care will be processed according to the contracted sick call timeframes requirements, even when patients do not utilize the approved sick call form. Verbal requests to staff will also be honored, and the nurse will document the request on the sick call form. Contractor must document all referrals regardless of referral route.

Contractor must establish a system acceptable to the County which tracks the SCRs from initial receipt to final disposition, including date of initial complaint, timeliness of response, and name and title of health care provider(s) providing triage and treatment. Contractor shall track and report their performance as part of the monthly performance evaluation.

6.1.1 Detainee Co-payments for Certain Health Care Services

The County charges detainees a \$10.00 co-payment fee for each detainee-initiated sick call request and prescription medication dispensed, as permitted by A.R.S § 31-161. Detainees will not be denied medical care based on their inability to pay. The availability of healthcare services regardless of detainee's ability to afford the co-payment must be indicated on the SCR form.

Detainees will not be charged for the following services:

- Conditions that may pose a threat to public health or safety if left untreated, such as tuberculosis and sexually transmissible infections;
- Substance withdrawal treatment;
- Triage, treatment and services requested by agents of the Sheriff's Department;
- Issues resulting from altercations with other detainees or staff;
- Behavioral health services for detainees diagnosed with mental disorders and those with signs and symptoms of an acute mental health problem that require treatment, monitoring and crisis intervention;

- Receiving, intake and 14-day physical and behavioral health assessments;
- Pre-natal and obstetrical care;
- Follow-up visits ordered by a prescribing provider, as required by NCCHC standards or as required by Contractor's chronic care management protocols; and
- Medical emergencies.

Detainee co-payments will be secured by the County and used for certain health related expenditures for the detainees. No detainee is to be denied access to medically necessary services based upon his/her inability to pay for such services.

Contractor is responsible for developing and implementing a system to document chargeable services provided and transmit such information to County based on the statutory requirements and County standard procedures. County personnel will be responsible for accessing the detainees' accounts to collect the fee.

6.2 Special Needs

NCCHC Requirements: See standard J-G-02, Patients with Special Health Needs

6.2.1 Infectious Disease

NCCHC Requirements: See standard J-B-01, Infection Prevention and Control Program.

Contractor will have an Infection Prevention and Control Program that was developed in consultation with nationally recognized experts in infection control. This program will include surveillance of patients and staff, prevention techniques, education, treatment and reporting of infectious diseases, in accordance with local and State laws. Contractor's Infection Prevention and Control Program must be based on the most current guidelines, recommendations, and references from recognized authorities, including the Centers for Disease Control (CDC), the Occupational Safety and Health Administrators (OSHA), the Association for Professionals in Infection Control and Epidemiology (APIC), the Federal Bureau of Prisons Health Services, and other professional organizations and publications.

A monthly Infectious Disease Report will be provided to PCADC and discussed during regularly scheduled meetings. Communicable diseases will be reported to the Pima County Health Department (PCHD) via the Communicable Disease Report form within the required time frames as outlined in Arizona Administrative Code (A.A.C.) R9-6-202. See **EXHIBIT D** for additional information.

6.2.2 Chronic Disease Management

NCCHC Requirements: See standard J-G-01, Chronic Disease Services

Contractor will analyze the PCADC population to determine which diseases and illnesses are most prevalent, chronic, difficult and/or expensive to manage and implement such chronic care clinics as determined by the needs of the PCADC population and in compliance with PCADC policies. To support provision of chronic care services, Contractor's providers will follow evidence-based Disease Management Guidelines for chronic and/or infectious disease.

In addition to Disease Management Guidelines, Contractor's providers will utilize Clinical Guidelines for a range of diagnostic and treatment interventions and Prescribing Guidelines for specialty medical conditions. These Guidelines will be consistent with recognized national clinical practice guidelines, such as the American Academy of Family Physicians, including the type and frequency of diagnostic testing by disease category.

Contractor's providers are expected to follow the Disease Management Guidelines, except in special clinical circumstances. When a provider chooses to treat the patient outside of approved guidelines, documentation is required in the medical record citing rationale for the variance. All guidelines are reviewed and updated when there are changes in nationally accepted practice or on an annual basis.

A PCADC detainee who presents with a chronic medical or mental health condition will be referred to a provider for assessment within 90 minutes of booking. Staff will schedule the detainee for an assessment by a registered nurse, physician's assistant or nurse practitioner. The patient will be reviewed by appropriate staff at least every 90 days thereafter. A physician will review the patient at least every six months, unless the severity of the patient's condition requires urgent or more frequent evaluation. Providers and nursing staff will work with AlixaRx to ensure that there are no lapses of medication for the patient while awaiting a chronic care appointment.

6.2.3 Oral Care

NCCHC Requirements: See Standard J-E-06, Oral Care, of Standards for Health Services in Jails (2018).

The Contractor shall establish policies and procedures for the delivery of as much medically necessary dental care as possible onsite and utilization of the digital imaging equipment. No elective or cosmetic dentistry will be offered.

6.2.4 Health Care for Female Detainees

NCCHC Requirements: See Standard J-F-05, Counseling and Care of the Pregnant Inmate.

The Contractor shall be responsible for offering female detainees preventative care to include, but not limited to, pelvic examinations, Pap smear testing, and mammograms, if indicated, in accordance with the American Cancer Society recommendations.

All female detainees must be assessed for the date of the last menstrual period and frequency and will be tested for pregnancy. Contractor is responsible for all lab testing costs.

The Contractor must establish policies and procedures specific to health care of pregnant detainees, which must include, at a minimum, the following:

- Pre-natal care that includes regular monitoring by an obstetrician and/or nurse practitioner;
- Provision of appropriate vitamins and dietary needs;
- Identification and disposition of high-risk pregnancies, to include appropriate referrals to a specialist physician or hospital facility;
- Comprehensive pregnancy counseling and assistance;
- Post-partum follow up care; and
- Health promotion and trauma informed care.

If warranted and cost effective, the Contractor shall establish a weekly onsite pre-natal clinic to provide necessary pre-natal services to all pregnant female detainees at PCADC.

6.2.5 Medical Observation Unit

NCCHC Requirements: See Standard J-F-02, Infirmary Level Care.

For public safety and to minimize the impact on the Sheriff's Department's custody officers who are required to escort the detainee offsite and remain with the detainee until he/she can return to PCADC, the Contractor shall make every effort to treat detainees with serious medical conditions in the medical observation unit rather than sending detainees to offsite providers. Detainees should only be sent offsite for care when service cannot be safely and cost effectively provided at the PCADC medical observation unit after every effort has been made by the Contractor and the County to make special accommodations onsite.

The Contractor shall be responsible for all costs associated with the operation of the existing Medical Observation Unit, with the exception of medical equipment. These costs include providing medications and medical supplies needed for the day-to-day operation of this unit. In the event that a detainee could be reasonably treated at the infirmary but for a lack of specialized equipment or services, Contractor must, at its own expense, arrange for the rental or purchase of such equipment and/or services.

All patients housed in medical housing will have access to programs, services, and activities. The Medical Observation Unit must be staffed by at least one RN 24 hours a day, 7 days a week, and this RN may not leave the unit medically uncovered during his/her scheduled shift.

6.2.6 Specialty Onsite Clinics

For safety of the community, the Contractor shall provide, to the extent it is cost effective and available, onsite clinics for specialties such as ob/gyn, orthopedic, eye examinations and other high volume services. The Contractor is required to establish a network of these specialty service providers. Contractor must make every effort to obtain detainee care on site versus sending them offsite for treatment and appointments, when practicable.

6.2.7 Segregation Evaluations

NCCHC Requirements: See Standard J-G-02, Segregated Inmates

The Contractor shall develop policies and procedures to maintain the medical and behavioral health status of detainees placed in segregation. The Contractor shall collaborate with PCADC to establish a procedure whereby PCADC notifies the Contractor whenever a detainee is placed in segregation. Upon notification, the Contractor shall review the detainee's health record to determine whether existing medical, dental, or behavioral health needs contraindicate the placement or require accommodation. Contractor shall document these reviews in the detainee's health record and communicate the information to PCADC staff as needed.

Nursing staff will conduct health rounds in administrative and disciplinary segregation units on a daily basis and will speak to each detainee. Visual and verbal contact is required. Segregation rounds will be documented on a detainee specific form each week and the form will be transferred to the medical record.

As part of nursing rounds, each detainee will be asked if he/she has any medical, dental, or behavioral health needs. The nurse will observe the patient for signs and symptoms for medical, dental, and/or behavioral health problems that otherwise may go unreported. When signs or symptoms of behavioral health concerns are identified, the nurse will refer the detainee to behavioral health staff. When dental concerns are raised, the patient will be referred to the dental provider.

Sick call will not be conducted cell-side but will be conducted using a room in the segregation unit designated and equipped for that purpose. If the RN is unable to treat the patient adequately in the unit, the patient will be brought to the healthcare unit, or other clinically appropriate area approved by PCADC, for assessment.

A list of the day's pending medical appointments will be distributed to appropriate custody staff at least 12 hours in advance.

Qualified behavioral health personnel must perform rounds on detainees who are segregated from the general population on a schedule approved by the Pima County Sheriff's Department a minimum of three times per week, or more, as requested by PCADC, to determine the individual's health status. Rounds are to be conducted by verbal communication with the detainee in the cell area. If the detainee is unable to communicate verbally at this time, the medical personnel must alert security to make arrangements for a physical evaluation of the detainee. Any unusual

findings must be reported immediately to Custody. A record of these rounds shall be maintained in SOAP format.

6.2.8 Restraints

NCCHC Requirements: See Standard J-G-01, Restraint and Seclusion.

Health care services personnel shall immediately respond when notified of a restraint by custody/detention staff. Contractor will (a) assess the detainee's condition whenever a detainee is placed in custody-imposed restraints; (b) inform custody staff of any contraindications to the imposition of the restraint; (c) monitor the detainee a minimum of every 60 minutes while in restraints; and (d) implement procedures to (i) document the detainee's condition while in restraints (BP, heart rate, pulse oximetry, skin condition, evidence of edema, intake and elimination status) in the detainee's health record and (ii) ensure that the detainee continues to be monitored the entire time he/she is in restraints. Clinically ordered restraint and seclusion must comply with NCCHC standards.

Contractor will use a "Restraint Log" to monitor detainees in restraints/restraint bed. Contractor will document detainee identifying information, age, housing location, date and time placed in restraints, actions taken by Contractor, and the time restraints were discontinued in the Restraint Log. Healthcare staff documentation of monitoring of detainee's health condition during a restraint must be done so that an independent reviewer can clearly understand the chronology and content of the monitoring. Documentation of the use of restraints/restraint bed and Contractor's actions to monitor the impact of the use of restraints on the detainee's health must also be included in the detainee's health record.

For all completed assessments of detainees in restraints, documentation must include the minimum elements of vital signs, CMS (circulation, movement, sensation) of all extremities, any contraindications to restraints, as well as clear evidence of communication of those contraindications with Custody and a prescribing provider. Contractor will address both physical and mental health conditions when assessing for contraindications. Contractor shall provide County with a monthly log of health care restraint assessments completed.

6.2.9 Eye Care

The Contractor is responsible for all emergent eye care and routine examinations.

6.2.10 Durable Medical Equipment (DME), Prosthetics, Orthotics and Eyewear

NCCHC Requirements: See Standard J-F-01, Patients with Chronic Disease and Other Special Needs.

Contractor must maintain adequate supplies of DME to meet the needs of detainees. Contractor will provide and dispense, at its own expense, DME to detainees as medically necessary.

Contractor must provide detainees with medically necessary prosthetics, orthotics and corrective lenses. Contractor will ensure that such items comply with security and safety considerations established by PCADC.

6.2.11 Nutritional Services

NCCHC Requirements: See Standard J-B-01, Healthy Lifestyle Promotion.

The Contractor shall coordinate with food service managers to ensure the provision of medically necessary clinical diets. The Contractor shall ensure that nutritional services meet NCCHC Standards. Contractor shall provide a licensed or registered dietician to conduct bi-annual reviews of regular and medical diets for nutritional adequacy and whenever a substantial change in the menus is made.

6.2.12 Language Interpretation for Health Care Services

Contractor shall take reasonable steps to ensure meaningful access to health care services for persons who have Limited Proficiency in English (LPE), following the guidance "Federal Financial Assistance Recipients Regarding Title VI Prohibition Against National Origin Discrimination Affecting Limited English Proficient Persons" issued by the Department of Health and Human Services in the Federal Register, Volume 68, No. 153, Friday, August 8, 2003.

In particular, Contractor shall comply with the following guidance:

- Contractor shall use only interpreters who are fluent in both English and the second language that they are interpreting.
- Contractor shall provide, or arrange to be provided, training to interpreters in confidentiality, and obtain assurance that interpreters will maintain the confidentiality of information they receive during the course of their engagement.
- Contractor shall make sure that all of its "vital documents" as described in the HHS Guidance are available in Spanish and in English.

6.3 Health Education

NCCHC Requirements: See Standards J-E-01, Information on Health Services; and J-B-01, Healthy Lifestyle Promotion.

The Contractor shall design and provide an ongoing detainee health education program that is compliant with the NCCHC Standards and meets PCADC security requirements. The PCADC education program should also include the Mission Facility. Contractor's education program shall have two components: disease specific education and general health education related to maintaining healthy lifestyles. The Contractor shall ensure that there is documentation of health education in the detainee's health record.

The Contractor shall coordinate educational content and scheduling with the education program coordinator and facility administration.

6.4 Immunizations

Contractor shall provide immunizations to detainees, over the age of 18, as medically necessary, such as tetanus and influenza. Any immunizations administered during detainees' stay at PCADC shall be documented in the medical record, on the detainee's transfer summary and entered into the Arizona State Immunization Information System (ASIS).

Contractor shall review the immunization history of remanded juveniles and continue immunization schedule as indicated by age, with parental consent.

7. Pharmaceutical Operations and Administration of Medications

NCCHC Requirements: Please refer to Standards J-D-01, Pharmaceutical Operations; J-D-02, Medication Services; and J-G-03, Emergency Psychotropic Medication.

7.1 Pharmacy and Formulary

Contractor has elected to partner with AlixaRx for the pharmacy needs at PCADC. AlixaRx will offer pharmacy services through secure, automated dispensing systems located in PCADC, using patient-specific packaging to detect and prevent errors, increase security, and maximize storage capacity. AlixaRx also offers integration with the electronic health record to improve nursing efficiency. Implementation of the AlixaRx system in PCADC will be accomplished in the first year of the Contract.

County does not possess and will not provide DEA certification or Arizona Board of Pharmacy permit to operate a pharmacy or dispense medications. Contractor must contract with a pharmacy that can provide medications in a timely manner at or below market cost. Contractor must provide pharmacy utilization reports to County that include at least as much information as set forth in **Attachment A1-2**.

The Contractor must also demonstrate the ability to legally purchase pharmaceuticals from a local pharmacy so that the Contractor can ensure that medications are obtained and administered within twenty-four (24) hours of the time they are ordered by a prescribing provider. Clear protocols must exist for procuring and administering critical medications required immediately.

To facilitate continuity of care upon release and minimize the detainee's risk of de-compensating when back in the community, the psychotropic medications ordered for detainees while under treatment in the PCADC should be consistent with the formulary of the community behavioral health provider ultimately responsible for behavioral health services for the detainee after their release. Contractor must ensure that any drug formulary it adopts includes accessibility to medications included in formularies used by the Regional Behavioral Health Authority (RBHA) in Pima County and the Arizona State Hospital (ASH).

To achieve maximum benefit of efficiencies and reduced costs where appropriate, Contractor must use generic medications whenever possible and permit the substitution of generic for brand name drugs in its prescriptions.

Contractor will submit its formulary to County by June 15, 2018 for approval from County's Behavioral Health Administrator and Medical Director. Contractor will also provide to County by June 15, 2018 its policies and procedures for obtaining non-formulary medications. Thereafter, any changes in formulary and/or changes in policies and procedures must have prior approval of the Behavioral Health Administrator and Medical Director.

7.2 Administration of Medications

Medications must be administered to detainees in the housing units, including at the Minimum Security Facility, unless the detainee is currently in a medical unit or the Medical Observation Unit. Medication carts used by contractor must be approved by PCADC security. Medications are passed twice a day to minimize the impact on the PCADC personnel while ensuring medication administration meets the health needs of the detainees.

Contractor will comply with Arizona State Board of Pharmacy regulations regarding the acquisition, storage, dispensing, monitoring and disposal of medications and the documentation thereof. Failure to maintain accurate documentation confirming that medications have been administered to detainees as prescribed may be cause for termination of the Contract for non-performance.

In addition to applicable federal and state reporting requirements, Contractor must report any theft or loss of medications and/or medical supplies to PCADC and County, verbally and in writing, immediately upon discovery of such theft or loss.

7.3. Bridging Medications

Contractor must continue detainees' most current medication regimens, if any, as verified by Contractor, without interruption unless, in the best professional judgment of Contractor's prescribing provider, a change in medications is clinically indicated. Such clinical justification must be documented in detainee's medical record.

Contractor will implement systems to: (a) determine the most current medication regimen, if any, that detainees were prescribed in the community; and (b) ensure that the most current medication regimen is followed until such time as one of Contractor's prescribing providers evaluates the detainee and orders those medications that, in their professional judgment, are appropriate to treat the detainee.

For medications that can be verified at intake, Contractor will immediately transmit such information to a prescribing provider in order to request a bridge order for the verified

medication(s). If reported medications cannot be verified, or the patient presents with symptoms or conditions that require a provider assessment for medications, the nurse will schedule the initial provider appointment based on the acuity of the reported or observed symptoms. High risk health conditions, such as cardiovascular disease, diabetes, pregnancy, psychiatric illness with suicidal ideation or an existing regimen of sensitive/complex medications such as clozapine, high substance use withdrawal risk, pulmonary disease, or seizures will result in an appointment with a provider for the same day if possible, but no more than 24 hours after booking. Less time sensitive health conditions will be scheduled for an initial provider exam and medication assessment for the next day but no later than 48 hours after booking.

When determined to be medically necessary for continuity of the detainee's health care, the Contractor will work with Custody to obtain detainee-owned critical medications out of the detainee's property or from the detainee's family, such as:

- HIV infection medications;
- Post transplantation medications; and
- Any other medication determined by the Contractor's Medical Director and consulting pharmacist to be critical to the detainee's treatment and well-being.

7.4 Legal Restrictions on Medication Substitutions

In certain cases, such as those involving treatment furloughs and detainees in civil court order for outpatient treatment pursuant to Title 36, Chapter 5, the Contractor shall not change or substitute prescribed medications without consultation with the community prescribing provider and documentation of that discussion in the detainee's health record.

For those detainees ordered into the Restoration to Competency Program under Rule 11, the Contractor shall not change or substitute prescribed medications unless it is a medical danger to the detainee to continue such medications. Notifications of decisions to stop or alter medications for RTC detainees must be made as soon as possible in collaboration with the forensic psychologists in the RTC program and the Court, if the Court requests such information.

The Contractor will not utilize "formulary restrictions" for RTC detainees if clinical response is not achieved and the detainee is a candidate for a non-formulary medication. The Contractor's onsite Medical Director shall have the authority to prescribe non-formulary medications when necessary.

7.5 Medication Administration other than Med-Pass

In collaboration with the PCADC Administration, the Contractor shall implement policies and procedures for a self-administration medication program (e.g., the Keep on Person (KOP) medication program). The Contractor shall adhere to PCADC security procedures for medication self-administration, including notification of detainee enrollment, detainee education, labeling of medication, packaging, and random spot checks.

Contractor must familiarize itself with the Over-the-Counter (OTC) medications available for detainees to purchase from the PCADC commissary, make appropriate inquiry when treating detainees, and document relevant detainee responses in the health record.

The Contractor shall provide the medication and make reasonable accommodations with the detainee's designated Community Behavioral Health Provider for administration of any medication scheduled while the detainee is away from the facility on treatment furlough.

7.6 Discharge Medications

Contractor will provide a seven-day supply of medications upon a detainee's discharge. For Planned Releases, Contractor will work with PCADC to determine a routine process for receiving notification of planned releases.

For Unplanned Releases, Contractor will identify creative options for providing discharge medications, including mail order from Contractor's pharmacy partner or next day delivery. Discharge medications will only be mail ordered if permitted by Arizona Board of Pharmacy and when patient has a valid mailing address.

If the patient is receiving medications for an infectious disease, such as tuberculosis (latent or active), HIV, or a sexually transmitted disease, Contractor will notify the Pima County Health Department for follow-up in the community.

Discharge medications are not required for defendants being released from the Ajo Detention Center.

7.7 Hazardous Waste

The County will be responsible for the removal and disposal of all hazardous waste materials at PCADC.

8. Diagnostic Testing: Laboratory and Imaging Services

NCCHC Requirements: See Standard J-D-04, Diagnostic Services.

8.1 Diagnostic Laboratory

Contractor must, directly or through contract, perform all clinical diagnostic laboratory testing required for the diagnosis and treatment of detainees. County has obtained a CLIA waiver for laboratory testing at PCADC. Contractor will limit its onsite diagnostic laboratory testing to those services permitted under the waiver. In the event that Contractor determines it would be in its best interest to perform additional testing onsite, Contractor will, at its own expense and with approval from the Sheriff's Department, obtain all necessary CLIA and state authorization to do

so, and must operate its onsite diagnostic laboratory testing functions in a manner consistent with such authorization.

The Contractor shall ensure that the contracted provider can respond timely for stat testing and reporting. At its own expense, Contractor must acquire and maintain all equipment and supplies necessary for specimen collection, preparation and storage of laboratory specimens pending transport.

8.2 Diagnostic Imaging

For the safety and security of the community, the Contractor shall minimize offsite transports by performing as much imaging as possible onsite. The x-ray room has a fully functioning teleradiology system that includes a Siemens x-ray ensemble, a Fuji Smart CR, and an Image and Information Processor. The County contracts with the University of Arizona Telemedicine Program to provide the digital pathway between the PCADC and the University of Arizona Medical Center to send and receive x-rays and reports. The teleradiology system has been designed to enable the Contractor to retrieve images (ultrasound, MRI's, CT scans, x-rays) taken at either of the University of Arizona Medical Center campuses and the PCADC.

The Contractor shall hire and train appropriate staff to operate the teleradiology system. Contractor must either hire staff capable of and licensed to read x-rays or plan to contract with an outside agency for the professional interpretations of all imaging.

The Contractor shall ensure that the contracted provider can respond timely for stat testing and reporting.

9. Emergency Services

9.1 Emergency Medical Treatment

NCCHC Requirements: See Standard J-D-07, Emergency Services and Response Plan.

The Contractor must establish a system that tracks the emergency medical requests from initial receipt to final disposition, including date of event and name and title of health care provider who provided treatment. The Contractor must include in the monthly statistical report to County information on all emergency medical responses.

The Contractor shall provide first aid and cardiopulmonary resuscitation services until emergency medical services (EMS) arrive.

Pima County's AED program is a "trained responder" program. The County has provided multiple AEDs and emergency carts at the PCADC. The Contractor is expected to regularly monitor the readiness of this equipment and comply with the County's policy regarding AED use reporting requirements.

The Contractor must establish, in coordination with PCADC Administration, policies and procedures for responding to medical emergencies for detainees, visitors and personnel onsite, including lobby areas, 24 hours per day, 7 days per week. Contractor shall contact PCADC staff to summon all emergency medical services, including calling 911.

9.2 Emergency Preparedness

NCCHC Requirements: See Standard J-D-07, Emergency Services and Response Plan.

The Contractor shall coordinate with PCADC Administration for quarterly emergency medical response drills for all shifts. These drills must be observed and critiqued in a written report by the Medical Director. Assessment of the ambulance response time to requests for assistance must be included in these drills at least once annually. These reports are to be submitted to Pima County Behavioral Health Department.

Contractor shall cooperate and participate in the County's emergency plans administered by the Pima County Office of Emergency Management and Homeland Security.

10. Behavioral / Mental Health

NCCHC Requirements: See Standards J-F-03, Mental Health Services; J-B-05, Suicide Prevention and Intervention; J-F-04, Medically Supervised Withdrawal and Treatment.

10.1 General Behavioral Health Services

Contractor must operate a comprehensive behavioral health services program that includes screening, assessment, evaluation, diagnosis and treatment of mental illness for all detainees. In addition to compliance with applicable NCCHC standards and Arizona licensing requirements, Contractor will provide behavioral health services with particular attention to:

- a) Coordination of care with all community behavioral health care providers, including RBHA network providers;
- b) Services for remanded juveniles;
- c) Coordination of care for detainees undergoing evaluation for competency to stand trial and/or restoration to competency;
- d) Suicide prevention;
- e) Stabilization and treatment of detainees with serious mental illness;
- f) Coordination with County and the RBHA in the provision of services pursuant to Arizona's involuntary commitment statutes found at Arizona Revised Statutes (ARS) Title 36, Chapter 5 (hereinafter "Civil Commitment Services"); and
- g) Coordination with PCADC custody staff to ensure the safety and security of mentally ill detainees.

The Contractor is required to track detainees with diagnosed mental illnesses and to maintain at all times an accurate listing of current and previous adult detainees designated as seriously mentally ill (SMI) as defined in A.R.S. 36-501 and all juveniles diagnosed with a serious emotional disorder (SED), as well as all other detainees diagnosed as mentally ill that do not fit the SMI or SED categories.

The Contractor will designate a position to act as a "Court Clinical Liaison" to coordinate care and communication for mentally ill detainees between and among the courts, the RBHA and their network providers, other psychiatric service providers, and Pima County Adult Probation SMI and Special Needs case loads, as well as to participate in community meetings or forums at the request of the County's Behavioral Health Administrator.

10.2 Suicide Risk Reduction & Prevention

Contractor will work with PCADC staff to implement and participate in a comprehensive, multi-disciplinary suicide prevention program. Contractor will immediately coordinate with PCADC custody regarding detainees who are confirmed to be at risk of suicide or self-harm as a result of Health Intake Screening, and, in collaboration with PCADC staff, implement those safety and suicide risk prevention precautions that best suit the detainee's particularized circumstances and needs.

When a detainee is acutely suicidal and/or requires hospitalization in a Level I facility, Contractor will contact custody staff to activate the emergency system for transport if other means of transportation are not practical or safe. In such circumstances, Contractor will notify the Sheriff's Department and the County Administrator on Call immediately.

In the event of a suicide or serious suicide attempt, Contractor must (a) review the events and circumstances surrounding the suicide or suicide attempt and, in coordination with the custody or detention staff, implement process improvements to prevent similar events from recurring and (b) cooperate in the performance of any Quality Review that County or the Sheriff's Department may conduct and correct any deficiencies noted.

10.3 Special Housing

Detainees housed in the mental health units must receive a minimum of 10 hours per week of therapeutic group or individual activity. Contractor will coordinate with PCADC to provide the necessary hours of out-of-cell activities. Contractor must document all therapeutic and out-of-cell time and activities for all detainees in mental health units, unless, due to custody/administrative restrictions this cannot occur. If out-of-cell time is not provided, the explanation or justification must be documented in the health record.

Together with the Sheriff's Department, the Contractor shall develop admission and discharge criteria and patient management protocols for detainees in the acute and sub-acute mental health units. The protocols must consider average length of stay, patient volume and flow, and

accommodate urgent admissions to effectively manage the census on these units. Criteria for admission and discharge should include the following factors at minimum:

- Risk of self harm or harm to others;
- Acute psychosis or mood instability requiring close observation and increased frequency of face to face encounters with mental health professionals;
- The detainee's ability to complete tasks independently and their level of social functioning;
- Detainee has demonstrated that psychiatric stability is compromised when receiving lower levels of care with less monitoring;
- Use of restraints or emergent psychotropic interventions;
- Ability to care for basic hygiene;
- Whether the person is capable of following instructions, understanding custody rules;
- Ability to self advocate and understand the sick call process; and
- Detainee is on medications that require close supervision.

Appropriate protocols should also include a process for use of the step down unit in cases where Contractor staff determine that less restrictive care is appropriate, however, the detainee is not ready for general population housing.

Detainees with psychiatric diagnoses who are not otherwise at risk of harm may be housed in general population units. A person's individual needs may also cause them to be housed on administrative segregation or at the infirmary. Contractor will provide services to mentally ill detainees in any area as clinically indicated. Contractor must include such detainees in its caseload for purposes of determining the appropriate staffing level for observation, clinical contacts or visits with prescribing providers.

Contractor must collaborate with PCADC to establish and provide specialized training for corrections officers who staff these units.

10.4 Substance Use Disorder Treatment Programs

All detainees in PCADC must be offered the opportunity to participate in a Substance Use Recovery Services Program. The curriculum / meetings must be offered and administered separately, based on gender, classification and custody status (pretrial or sentenced). Contractor should coordinate with other substance use disorder treatment programs led by community volunteers and with Custody for scheduling these services.

Contractor's substance use disorder treatment at PCADC shall include evidence-based treatment interventions and implementation of the National Institute on Drug Abuse (NIDA) guidelines for treatment in a detention setting.

10.5 Involuntary Psychiatric Evaluation and Treatment Services for Adults

Arizona law provides for involuntary psychiatric evaluation and treatment of adults pursuant to rules established at Arizona Revised Statutes § 36-501 et seq. (Civil Commitment Services). Title

36 requires an evaluation to determine whether an individual a) meets the statutory criteria and b) is unable or unwilling to participate in treatment on a voluntary basis so the Court can order involuntary behavioral health treatment. The Court may order an evaluation to be performed either on an outpatient basis at PCADC or an inpatient basis at a local evaluation agency.

10.5.1 Detainees with Petitions at Booking

The Contractor shall identify and track any detainee booked with an existing petition as defined in ARS 36-501 to be sure they receive timely evaluations. Evaluations should be performed at the PCADC unless a hospital inpatient setting is clinically indicated.

In the event that a detainee is booked into the PCADC with an application for emergency admission for evaluation or an application for involuntary evaluation as part of a Civil Commitment process, the Contractor will be required to evaluate the person at booking and prior to their release to determine whether the person meets the statutory criteria for civil commitment and, if so, to resubmit the application for evaluation upon release if the behaviors still persist.

A liquidated damage will be assessed for petitions that are dropped due to a failure to perform the psychiatric evaluations on a timely basis or for Contractor's failure to appear at a Court hearing.

These detainees should be placed on the Behavioral Health caseload and monitored during their incarceration period until a clinical determination is made that the detainee no longer requires monitoring for their mental illness.

A petition for involuntary evaluation expires after 14 days. In the event that a person is released from custody within that time frame or the Court orders a detainee to undergo the required psychiatric evaluations in an inpatient hospital setting, the Contractor shall be responsible for performing the required history and physical examination to transfer care to the evaluating hospital and provide copies of relevant health records and other documentation as required. Should the detainee's psychiatric evaluations take place as an inpatient, the Contractor shall coordinate with the evaluating hospital for Civil Commitment services and the County Attorney's Health Law Unit.

Transport to the evaluating hospital is arranged by Custody staff in consultation with Contractor.

10.5.2 Detainees Requiring a Petition After Booking

Contractor will, with or without request from County or Court:

- a) Examine detainees displaying symptoms of mental illness whom Contractor believes are either unable or unwilling to voluntarily participate in mental health treatment to determine whether an Application for Evaluation is appropriate and, if so, prepare and submit such an Application to the Screening Agency or the Evaluation Agency as appropriate;
- b) Upon receipt of an Order for Court Ordered Evaluation (COE) requiring what is referred to as a detainee's "outpatient" evaluation, arrange for the detainee to be evaluated, within the applicable statutory time frames, by two psychiatrists licensed in the State of Arizona

and possessing expertise in the involuntary commitment standards. If those psychiatrists believe a Petition for Court Ordered Treatment is appropriate, Contractor will require such psychiatrists to prepare and file, within the statutory time frames, the Petition for Court Ordered Treatment together with other statutorily required documentation, with the Pima County Attorney's Office Health Law Unit for filing with the Superior Court;

- c) Testify in court as necessary;
- d) Coordinate continuity of care with offsite providers, the detainee's RBHA network provider, if any, and/or AHCCCS' Arizona Long Term Care System (ALTCS) in the provision of Title 36 services;
- e) Coordinate transfer of detainees for court hearings and Court Ordered Treatment (COT) as necessary;
- f) Coordinate transfer of detainees for revocation of COT plans as necessary; and
- g) Whenever possible, Contractor should make an effort to complete all court ordered evaluations on site to avoid unnecessary transport and hospital admissions.

In order to maximize the number of outpatient evaluations that can safely be performed at PCADC, Contractor shall provide psychiatrists who are experienced in performing these psychiatric evaluations and providing the related testimony required in Civil Commitment proceedings.

Contractor shall be responsible for payment of any COE done on an outpatient basis at PCADC or COT services that the Court requires be provided for a detainee in an inpatient hospital setting rather than at PCADC. COE services conducted on an inpatient basis will be paid under a County contract with a separate vendor. Payment for such services shall be the same as for other inpatient hospital stays as described in **EXHIBIT B**.

10.6 Restoration to Competency (RTC) Program

Under Arizona law, a defendant must be deemed legally competent in order to stand trial. When a defendant's competency is in question, the Court may order a detainee to undergo evaluation pursuant to Arizona Rule of Criminal Procedure (Rule 11) and Arizona Revised Statute §13-4501. In these situations, the Court may appoint either a psychiatrist or a psychologist (if two evaluations are ordered) to assess the individual and submit reports to the Court. Upon receipt of notification that a detainee has been ordered to undergo evaluation pursuant to Rule 11, the Contractor shall prepare a copy of the detainee's health record for the Court. These records are supplied to the Superior Court Clinical Coordinator's Office.

After the Rule 11 evaluations have been completed, a Court hearing is held to review the reports and determine the detainee's level of competency and, if appropriate, issue an order for the detainee to undergo restoration to competency. If the defendant is found not competent to stand trial, but restorable, the Court may order that a detainee receive Restoration to Competency (RTC) treatment.

Contractor must provide all health care services to detainees who are in the PCADC RTC program, some of which come from other Arizona counties. Contractor will coordinate with County's RTC program staff for all services, including behavioral health services, needed by detainees ordered into the County's RTC program. Contractor will be responsible for providing, at a minimum, the following psychiatric services to the RTC detainees:

- Prescription of medication, as needed (including non-formulary), by an Arizona licensed psychiatrist;
- Comprehensive assessment by an Arizona board certified Master's level clinician within 14 days of admission to the RTC program;
- Comprehensive assessment by an Arizona licensed psychiatrist within 7 days of admission to the RTC program;
- A minimum of one face to face clinical session of at least 30 minutes with each RTC detainee by an Arizona board certified Master's level clinician every 30 days, or more as indicated by RTC staff;
- A minimum of one face to face assessment of at least 30 minutes every 30 day period with each RTC detainee by an Arizona licensed psychiatrist, or more often as indicated by RTC staff;
- Weekly wellness checks of at least 10 minutes;
- Contractor's assigned psychiatrist must participate in hearings or other legal proceedings for RTC detainees as needed for issues of forced medication or treatment recommendations. This can include writing reports to the Court on the necessity of forced medications, or testifying about necessity of treatment etc., either telephonically or in person. While these occur rarely, the Contractor must be quickly responsive to these requests and be readily available for any scheduled hearings even if they occur in another County; and
- Contractor's assigned psychiatrist and Master's level liaison, as requested by RTC staff, will attend weekly staffings (approximately 1 hour per week) to discuss clinical issues, review medications, and to discuss overall treatment progress.

Although nearly all restoration cases are handled locally in Pima County, Contractor must coordinate continuity of care for detainees from Pima County that may be transferred to the Arizona State Hospital (ASH) from the RTC program. This coordination can include obtaining weekly updates from ASH regarding the detainee's medical/behavioral health progress, documenting such updates in the health record, reviewing ASH health records of detainees and making recommendations regarding housing and treatment upon return to the PCADC. The County will pay ASH for these infrequent hospitalizations.

All contacts between Contractor and RTC detainees shall be documented in the health record in SOAP format. RTC program staff will be provided access to the Contractor's electronic health record and other medical information for detainees in the RTC Program. Upon order of the Court, receipt of an authorization executed by the detainee, or another individual authorized to execute the authorization on the detainee's behalf, Contractor must provide copies of any health records of RTC detainees to RTC program staff as needed. RTC staff having access to the electronic health record will rarely make requests for copies.

Contractor will be responsive to requests from the RTC staff and will provide requested urine or blood toxicology screens, or other requested medical testing or evaluation.

Contractor will assign a Master's level or higher clinician to serve as a liaison to the RTC program to relay information to the RTC psychiatrist and other medical staff who have the authority to resolve areas of concern.

Contractor will allot staff hours to fulfill the requirements of this section. The time allotted for the psychiatrist shall depend upon the population of the RTC, which can range between 20 to 40 individuals. The average daily population in the RTC program is usually in the low 20's.

Contractor will be paid for a maximum of 16 hours per week of psychiatrist time for services provided to detainees who are on the active RTC caseload.

In the event that a defendant is not compliant with treatment while in custody, a Sell Hearing may be held to determine whether forced medication administration is appropriate. In such a case, Contractor's staff will prepare required clinical documentation for, and testify at, any such Sell hearing. The hours per week of psychiatrist time detailed in the previous paragraphs shall not include preparation for and testimony related to Sell Hearings for RTC patients. Time related to Sell hearings will be tracked by patient name and billed separately by Contractor.

11. Offsite Services

NCCHC Requirements: See Standard J-E-12, Continuity and Coordination of Care During Incarceration.

Contractor must provide services onsite whenever it is feasible and clinically appropriate to do so according to Contractor's best professional judgment. Contractor must minimize the extent to which detainees need to be transported offsite for health care services through the use of, whenever possible, teleradiology and telemedicine, implementation of onsite specialty clinics for high-volume specialty care (such as obstetrics), the acquisition of equipment and other innovative practices whereby Contractor can provide services onsite.

Contractor will refer detainees to providers in the community as medically necessary when Contractor is unable to provide safe and adequate healthcare services onsite. Contractor will ensure that offsite services provided are medically necessary and detainees are returned for onsite care as soon as is medically appropriate.

The Contractor is required to establish a network of specialty service providers to utilize for expansion of on-site services and to facilitate off-site appointments. At a minimum, the Contractor must maintain a network of providers in the field of obstetrics/gynecology, urology, orthopedics, oncology services and other high volume service needs.

Contractor must coordinate with PCADC custody staff to arrange for transportation to and from community providers for all offsite services.

Contractor will provide, or cause to be provided, proactive Utilization Management services for all healthcare services provided to detainees for off-site referrals, including precertification review, continued stay review, retrospective review, and discharge planning for inpatient hospital admissions, sub-acute admissions, and out-patient hospital procedures, as well as Care Coordination. Contractor will ensure that its physicians communicate with local hospital staff, including visiting local hospitals as appropriate, to discuss alternatives to inpatient status, cost-effective settings for housing detainees, and expeditious discharge of detainees to be returned to the PCADC or housed in an alternative setting.

Contractor will establish and update as necessary policies and procedures for sending detainees off-site for inpatient or outpatient services. Policies and procedures should include flow diagrams and contact information for key points of contact, including, but not limited to, Sheriff's Department's management, County's management, hospitals, and medical and behavioral health community providers.

11.1 Outpatient services provided in the community

Contractor must provide all relevant health records, including diagnostic testing results, notes and medication administration records, to the community provider selected for consultation. Contractor must ensure that community providers submit complete consultation reports to Contractor within 48 hours, describing diagnostic testing conducted, if any, impressions, findings and treatment recommendations for the detainee sent to community providers. Contractor will integrate community providers' consultations into detainee records and incorporate their findings and recommendations into detainees' plans of care to the extent that such findings and recommendations are appropriate, in the exercise of Contractor's best professional judgment.

The Contractor shall establish a system to ensure that ordered testing is done and that reports of testing are received and reviewed in a timely manner. Each off-site referral to a community provider must result in a legible consultation/treatment report in the detainee's health record within forty-eight (48) hours of the encounter.

All recommendations involving any special procedures or non-routine follow-up must be communicated verbally between the Community Provider consultant and the onsite primary care physician and/or medical director within twenty-four (24) hours of the consult.

Every effort must be made to utilize telemedicine and onsite clinic approaches to minimize the offsite transport burden for the custody staff at the Sheriff's Department and related public safety issues. In order to provide medically necessary services required to meet NCCHC standards that cannot be provided onsite to detainees at the PCADC, the Contractor must maintain relationships with community providers that will accept rates equal to the AHCCCS rates currently paid by the County for services community providers deliver to detainees.

The County shall be responsible for making payments for both inpatient and outpatient off-site health care services if no other payer exists. The cost of these services shall be deducted from the payment to Contractor per the procedure laid out in **EXHIBIT B**.

As a means of reducing the need and frequency of referral for off-site health care services for detainees at the PCADC, Contractor will work with Pima County's Behavioral Health Administrator to identify viable and cost-effective ways to increase the use of telemedicine and other measures, such as purchasing ultrasound equipment, utilizing onsite optometry, and/or dialysis services.

11.2 Inpatient services provided in the community

NCCHC Requirements: See Standard J-D-08, Hospital and Specialty Care.

The Contractor must utilize the County online notification system provided to notify the County within 24 hours of any detainee being placed in observation status in a hospital setting, and notify the County within 24 hours of the detainee being admitted as an inpatient in a hospital setting so that County staff can verify detainee eligibility for AHCCCS or identify any applicable insurance and thus reduce the cost of the hospitalization. Refer to Pima County policy BH-06, Hospitalized Detainees, for further information. The Contractor shall monitor each detainee who remains in custody while an inpatient at a hospital and perform utilization review services.

As soon as the detainee is admitted, the Contractor shall develop relationships and communication methods with local hospitals to conduct concurrent review and facilitate discharge planning. Contractor is required to make every effort to return detainees to the PCADC medical observation unit as soon as possible without compromising the detainee's medical condition. PCADC personnel will work with other County personnel to resolve any barriers to returning the detainee to the medical observation unit that are related to health care services. Contractor shall provide and pay for additional personnel or equipment needed to accommodate the detainee in the medical observation unit.

12. Release and Transfer Planning

NCCHC Requirements: See Standard J-E-10, Discharge Planning.

12.1 Planned Releases

From the point of booking, where practicable, Contractor will coordinate with PCADC, community medical and behavioral health providers, the RBHA, RBHA network providers, the VA, the Arizona Long Term Care System (ALTCs), the Tribal RBHA (TRBHA), Indian Health Services, the Court, and any other appropriate individuals or agencies to coordinate services for detainees upon release. Contractor will develop policies and procedures to maximize the use of available community resources in release planning (see RFP section 4.1.5).

Once a weekly planned discharge notification process is established, nursing staff will review the upcoming discharge list to identify current patients on chronic medications. An order for a seven-day supply of release medications will be initiated using a standard form and/or standard template. Contractor will provide PCADC detainees who are returning to the community a seven-day supply of prescription medications. This supply will also include clinically indicated medical supplies, such as insulin syringes. The focus will be on providing critical and chronic medication, equipment, and supplies as required.

The Contractor shall coordinate with the Pima County Health Department (PCHD) to ensure follow-up for those detainees that are released and require follow-up related to a reportable communicable disease (see **EXHIBIT D**). If a detainee is released before laboratory results are received, the Contractor shall mail a letter/notification to the detainee's last known address with instructions to follow-up with the PCHD. Contractor shall also file all mandated reports with PCHD for communicable diseases.

12.2 Transfer

The Contractor shall establish and implement a procedure to communicate confidential critical health information of a detainee that is transferred to another correctional facility. At a minimum, the Contractor shall complete a transfer summary and send it with the detainee at the time of transfer. The Transfer Form shall include:

- Medical, dental and behavioral health history (including suicide attempts or ideation and drug and alcohol use), and hospitalizations in the last two (2) years;
- Active diagnoses, current status and treatment plans;
- Current medications prescribed (including prescription and over-the-counter medication);
- Allergies to medications and food;
- Date and results of most recent tuberculosis testing and other communicable disease tests;
- Immunization records for juveniles when available;
- Results of any current physical examinations;
- Date and results of most recent diagnostic testing related to active diagnoses; and
- Contact information for Contractor.

The Contractor shall not send medications for a detainee being transferred to other jurisdictions in Arizona.

Upon release of the detainee to federal authorities, Contractor shall provide a short medical summary and no more than eight hours of the detainee's current medications.

13. Health Records Management

NCCHC Requirements: See Section H, Health Records, of NCCHC's Standards for Health Services in Jails (2014).

13.1 Ownership of Health Records

The County is the sole owner of health records for all adult and remanded juvenile detainees at the PCADC.

The Contractor shall be solely responsible for the cost of development, maintenance and security of health records. All liability for security breaches lies with the Contractor.

All County Confidential Information including, without limitation, any County Data and health records owned by the County or the State, whether in existence at the Effective Date, and/or compiled thereafter in the course of performing the Services, shall be treated by Contractor and its subcontractors as the exclusive property of the County. The furnishing of such County Confidential Information, or access to such items, by Contractor and/or its subcontractors shall not grant any express or implied interest in such County Confidential Information to Contractor and/or its subcontractors. Contractor's and its subcontractors' use of such County Confidential Information and County Data shall be limited to such use as is necessary to perform and provide the Services. Upon demand by the County at any time and from time to time, and without regard to a Party's default under the Agreement, Contractor and/or its subcontractors shall promptly deliver the County Confidential Information and County Data to the County in electronic format and in such hard copy as exists on the date of the request by the County. County data shall not be accessible by any other Customer or Vendor of Contractor unless express written approval is provided by the County and all appropriate legal documents have been signed by all Parties.

13.2 Electronic Health Records

The County desires to have both the internal functionality of Electronic Health Records (EHR) and the ability to share information with community providers outside of the Pima County detention facilities through the Justice-Health Information Data Exchange (J-HIDE). Contractor's EHR must be able to accommodate the existing input from the J-HIDE interface and accommodate that input in EHR data. This input describes behavioral health history for detainees. The Contractor must be willing and prepared to accommodate and collaborate with future justice-health data interface activities sponsored by the County.

The Contractor is required to manage detainee health information at the PCADC utilizing an Electronic Health Record (EHR). Contractor is required to use an EHR system that is meaningful-use certified by the Office of the National Coordinator for Health Information Technology (ONC). The Contractor has selected to use Fusion GE Centricity as their EHR solution in Pima County. Information regarding detainees at PCADC must be partitioned to allow only those working and providing care in the PCADC to have access to the detainees' health record. The Contractor is

also responsible for any costs associated with formatting the system to accept automated booking and detainee records from the PCADC.

Contractor has assured County that Fusion GE Centricity will be able to produce query reports to address the Performance Indicators seen in **Attachment A1-4** and the Statistical Data Reporting in **Attachment A1-1**.

Contractor shall work cooperatively to ensure data from the existing EHR is transferred to Fusion GE Centricity and minimize disruption in treatment of detainees.

13.3 Maintenance of Health Records

The Contractor shall ensure that a centralized health record that includes all medical, dental and behavioral health records is initiated and maintained for each detainee admitted to PCADC. The Contractor is responsible for the maintenance and retention of a complete, standardized health record for all detainees in accordance with prevailing medical regulations for confidentiality, retention and access and with established Pima County operating policies and procedures.

The health record shall be customized for a correctional population and include all health care services provided to the detainee onsite and offsite in a legible, current, detailed, organized and comprehensive manner that permits effective patient care and quality review. In addition to the information required by NCCHC, all health records will contain results of database queries (such as to the Statewide Health Information Exchange or to the RBHA), including documentation when no record is found. All records must be electronically dated and signed.

Backup and recovery procedures for the EHR data must be defined, documented, and periodically tested with results and work plans published. Customer support for the EHR software package must be available at all times. Additionally, a data dictionary will be provided to the County on the effective date of the Contract.

Only one record shall be maintained for each juvenile until he/she turns eighteen years of age.

Contractor will establish a Health Records and Forms Committee, including Custody, the Court, medical and behavioral health staff, the Behavioral Health Medical Director or designee, and others as designated by County. This Committee will be responsible for reviewing and developing forms to be included in the health record subject to approval from the Sheriff's Department.

13.4 County Access to Health Records

County will conduct quality assurance, utilization and other performance reviews that require review of patient charts. Contractor must provide County with electronic access to medical records. Contractor agrees to permit read-only access to the database containing the EHR system data for purposes of creating reports essential to health planning, policy and grant preparation as well as operational assessment.

The Electronic Health records must be available to designated staff in the Pima County Behavioral Health Department and the Sheriff's Department at all times, to include during or immediately following a major event. The Contractor shall lock the record to preclude new entry but must make it available in read-only format to the above designated staff.

13.5 Confidentiality of Health records

The County has determined that the Medical Unit at PCADC is a "covered entity" as defined in 45 CFR 160.103. Contractor must safeguard the confidentiality and security of the health information of all persons in custody in compliance with the standards and regulations adopted by the Department of Health and Human Services in the Health Insurance Portability and Accountability Act (HIPAA) Privacy and Security Rules. Contractor will comply with the policies and procedures established by the County and all applicable laws regarding confidentiality and security of such information.

See **EXHIBIT C** for the Business Associate Agreement.

13.6 Release of Health records

The Contractor shall ensure that detainee health records required for judicial proceedings are provided timely to those who are authorized to receive such records, such as a Court-appointed evaluator and Restoration to Competency coordinator. Any other release of records must be coordinated through the PCADC administration or designee.

Written authorization by the detainee is required to provide health records and information outside the correctional system's jurisdiction, unless otherwise directed by law or administrative regulation.

13.7 Storage and Retention of Health records

Health records shall be retained as required by Arizona Revised Statute 12-2297, Retention of Records which states that health records will be retained as follows:

- If the patient is an adult, for at least six years after the last date the patient received medical or health care services from that provider.
- If the patient is a child, either for at least three years after the child's eighteenth birthday or for at least six years after the last date the child received medical or health care services from that provider, whichever date occurs later.

13.8 Control of Data Provided by Pima County

For those projects and contracts where the County has provided data to enable the Contractor to provide contracted services or products, unless otherwise specified and agreed to in writing by the County, Contractor shall treat, control and limit access to said information as confidential and under no circumstances release any data provided by the County during the term of this

agreement and thereafter, including but not limited to personal identifying information as defined by A.R.S. § 44-1373, and is further prohibited from selling such data directly or through a third party. Upon termination of the associated agreement or completion of the required contractual intent, whichever occurs sooner, Contractor shall not retain any copies of data and return, or, if return is determined by County to be infeasible, destroy, all data within 30 days.

13.9 Data Availability and Security

During the term of this agreement and upon termination, as requested by the County, Contractor will offer and provide at no cost to the County daily database backup files of the complete EHR and/or a standard formatted export file. Contractor also agrees that all County information housed within the Contractor's EHR Solution is private and owned by the County and is not to be shared with any other customer, vendor or third party unless the County grants that right.

Contractor also agrees that:

- Information will reside in a highly secure and redundant data center environment that is recoverable within a two hour window in the event of a primary data center / network disaster / outage;
- The data center environment will be physically secure, with employee and customer access / monitoring control practices in place and adhered to, and customers / visitors are escorted at all times within the data center environment;
- Security release upgrades and monitoring practices will be in place and adhered to, and Contractor security practices will require critical Contractor security patches to be implemented within 24 hours of vendor's release of the security patch;
- Intrusion detection will be conducted by the Contractor at least once per year with results published to include actions taken by the Contractor. Results will be made available to County for review;
- Retention of an independent third party to perform a HIPAA Security and Privacy audit will occur no later than 90 days prior to the Contract performance start date and completed prior to the first exchange of health information with the statewide HIE; and
- Subsequent HIPAA Security and Privacy audits will be conducted annually and results submitted to the County on or before October 1 each year.

14. Training for Correctional Officers

NCCHC Requirements: See Standard J-C-04, Health Training for Correctional Officers.

Contractor will provide up to 20 hours of training per year to all Correctional Officers on all shifts at PCADC on such topics as first aid for first responders, suicide prevention and crisis intervention, trauma informed care, how to recognize and respond to mental illness in the detention setting, developing and implementing treatment and behavior plans, how to recognize and respond to the symptoms of alcohol and drug withdrawal, how to de-escalate situations in order to prevent the application of restraints, and other topics that, in collaboration with PCADC administration, are

relevant and beneficial to their staff's ability to manage detainees in a safe and secure environment.

15. Personnel

NCCHC Requirements: See Section C, Personnel and Training, of Standards for Health Services in Jails (2018) and Standard J-A-02, Responsible Health Authority.

15.1 Hiring Requirements for Health Care Staff

The Contractor shall, prior to assignment of any licensed health care provider, obtain Primary Verification in writing that the provider possesses the necessary licensure to perform their duties and that the provider's license is in good standing with the applicable licensing or regulatory board(s) including the Board of the State of Arizona (e.g., Board of Medicine, Board of Nursing, etc.). The Contractor shall be responsible for professional credentialing and any associated costs. The credentialing files shall be retained by the Contractor and made available to County for monitoring as requested.

The Contractor may only utilize personnel who pass the background check required by the Sheriff's Department. Health care services personnel delivering services to detainees must comply with the Sheriff's Department's random drug testing requirements.

Employees of the Contractor will not be allowed to work inside the facility if they have ever been charged or convicted of violating the Prison Rape Elimination Act guidelines, abusing prisoners, having inappropriate contact with prisoners or introducing contraband to a correctional institution. The Contractor should include these questions in the screening process for all new and existing employees.

The selection of designated leadership positions will be subject to the advance approval of the County. If the Contractor has not filled a leadership position with a permanent replacement within thirty (30) days of vacancy, County must approve the person appointed to fill said position as an interim and Contractor's recruitment plan. Leadership positions for purpose of this requirement are the Health Services Administrator, Medical Director, Director of Nursing, Director of Behavioral Health Services, Chief Psychiatrist and Psychologist. Contractor will obtain County Behavioral Health Department and Sheriff's Department approval prior to filling a vacant leadership position. See Pima County Behavioral Health policy BH-08, Approval of Leadership Positions for Correctional Contracts, for further information.

Prior to assignment of any health care staff to provide services under this Contract, Contractor will document that each person employed or engaged by Contractor has:

1. Training in Blood and Body Fluid Precautions as set out by OSHA standards;
2. Immunization for hepatitis B or, in the alternative, an OSHA declination of such immunization;

3. Trained and certified in Basic Life Support – Cardiopulmonary Resuscitation (BLS-CPR) with re-certification every two years and AED use with re-certification on an annual basis;
4. Annual Tuberculin skin test, chest x-ray or other acceptable health test or survey; and
5. Immunization for or immunity to measles and rubella.

Contractor shall, prior to assignment of any health care staff to provide services under this Contract, provide evidence of compliance with the requirements set forth in A.R.S. § 41-1758.01 *et seq.* A.R.S. § 13-705 and A.R.S. § 41-2814.

Contractor must credential its professional personnel in a manner that meets or exceeds AHCCCS credentialing requirements set forth in the Arizona Health Care Cost Containment System, AHCCCS Medical Policy Manual, Chapter 900 Quality Management and Performance Improvement Program.

Contractor shall validate subcontractor and employee status against the United States Department of Health and Human Services Office of Inspector General (OIG) List of Excluded Individuals and Entities (Exclusion List) prior to hire and at least annually thereafter. No individual or contractor appearing on the OIG Exclusion List will be allowed to provide services of any nature in performance of this Contract.

Prior to placement of personnel at PCADC, Contractor shall orient and train all of its personnel in the proper use and execution of forms, policies and procedures. The Sheriff's Department will provide orientation on their policies and procedures for all new health care services personnel. Contractor shall document such training and orientation in each employed or contracted person's record, and make such records available onsite for inspection by County at any time.

The Contractor must demonstrate a good faith effort to reduce turnover in the healthcare positions by maintaining competitive salaries and benefit plans and utilizing local and national recruitment resources to maintain appropriate staffing levels. The use of temporary and agency staffing to fill permanent positions should be minimized and should not exceed 25% of each healthcare classification. Overuse of temporary staffing increases inconsistency and decreases efficiency and may affect the level of training and standard of care.

15.2 Personnel Administration

The Contractor shall ensure each personnel file contains written evidence of skills and competencies specific to the services that the personnel are providing.

Contractor shall ensure that each of the physicians or other persons employed or engaged by Contractor maintain, when appropriate, controlled substances registrations issued by the appropriate federal and other regulatory agencies, which are required for such persons to prescribe controlled substances under both federal and state law.

In the event any related detainee or any detainee personally close to any employee of the Contractor is arrested, referred, or assigned to the PCADC and/or their probation divisions, the employee must notify the PCADC administration, as a potential conflict of interest case.

At its own expense, Contractor must conduct periodic screening for radiation exposure of imaging personnel.

Contractor shall conduct required communicable disease testing and immunizations for Contractor personnel.

Contractor personnel are subject to all security regulations and procedures of the Sheriff's Department. Contractor personnel are subject to removal from the facilities at any time for security or misconduct reasons as determined by the Sheriff's Department.

The Contractor shall require its employees and contracted personnel to notify Contractor if they are arrested, summoned or cited for a felony, or a misdemeanor. The Contractor shall immediately remove any person arrested or convicted of any felony or certain misdemeanors involving offenses against children and/or public peace.

The Contractor shall notify County within two working days of when it learns of any adverse action taken against one of its staff members or contracted personnel providing services at PCADC, including but not limited to:

1. Any lapse or expiration of any licensure or certification;
2. Exclusion from participation with federally-funded health programs;
3. Restrictions to a provider's license;
4. Revocation of a provider's license;
5. Restriction or removal of a prescribing provider's DEA certification;
6. Any other disciplinary action taken against a member of Contractor's staff by a professional regulatory board in the state of Arizona or any other state;
7. Any arrests, summons, citations or convictions for a felony, or a misdemeanor offense; and
8. Any complaint filed against a provider's license.

The Contractor is to provide a minimum of twelve (12) hours of annual in-service training for all qualified health care services employees, including physicians. The Contractor shall be responsible for the following training for Contractor personnel at required intervals: basic life support (BLS), AED training, OSHA training including infection control, universal precautions and respiratory fit training and testing.

15.3 Staffing Scheduling

The Contractor shall establish an appropriate schedule of personnel to ensure effective delivery of services regarding ongoing operations and detention policies. The schedule shall conform to

the staffing commitment in **Attachment B-4**. Each position must include clear commitment by functional area of the shift and hours to be worked for each position title by day of the week.

The Contracted Staffing Commitment is a contractual requirement. Contractor will meet their contractual obligations and provide sufficient staffing to provide the appropriate level of health care services necessary to address the needs of the detainee population at any given time.

Contractor will submit a report showing actual hours worked for each position by week, based on an electronic timekeeping system that tracks hours worked for each staff member. Any contracted shifts/hours not worked will be deducted from the monthly payment with a staffing payment adjustment (see **EXHIBIT B**, Section 2.2.1 for additional information).

The Contractor shall provide twenty-four (24) hour on-call coverage by licensed providers. On-call coverage is defined as the ability to respond to a pager within 15 minutes, or, if needed, to respond in person to the PCADC within 60 minutes. The on-call Administrator may need to respond to the facility for any in-custody deaths or major medical events.

Contractor will provide a sufficient number of prescribing providers to effectively manage the PCADC population of mentally ill detainees who are taking psychotropic medications and to manage discharge medication requirements.

15.3.1 Critical Staffing Requirements

The following staffing minimum requirements must be kept at all times, regardless of population. Failure to meet these minimum requirements will result in a financial consequence per **Attachment A1-5**.

- At least one RN and one EMT (or other health care professional possessing a license with a broader scope of practice) must be assigned to the Intake Unit 24/7. When intake gets backlogged and unable to meet the time requirements in Section 4.1.1, Contractor is required to bring in sufficient staff to meet the time limits.
- At least one RN will be present in the Medical Observation Unit 24/7.
- At least one LPN will be present at the Minimum Security Facility 24/7, if general population inmates are housed there.
- At least one RN will be assigned and available for sick call and other tasks 24/7.
- At least one LPN will be onsite to manage detainees on substance use withdrawal protocols 24/7.
- Contractor will provide behavioral health coverage 24/7, 365 days per year for the provision of mental health screenings, assessments and crisis response. At all times at least one of the following positions will be on site: Psychiatrist, Psychiatric NP or PA, Psychologist, Behavioral Health Professional or Psychiatric RN.
- The Contractor must hire and staff the following LEADERSHIP positions and have at least 1 full-time equivalent (FTE) for each:

- Medical :
 - Health Services Administrator
 - Director of Nursing
 - Medical Director
- Behavioral Health:
 - Director of Behavioral Health Services
 - Chief Psychiatrist
 - Psychologist

The Contractor must provide administrative coverage from 8 AM to 5 PM Monday through Friday, with at least one leadership position from the Medical category and one leadership position from the Behavioral Health category. Administrative coverage may be delegated by the person in these leadership positions to other staff members in their absence. This delegation must be communicated to the Medical and Mental Health Section Commander at PCADC and to the County via PCBH.Correctionalhealth@pima.gov.

15.4 Healthcare Workforce Development

The Contractor should establish positive mutually beneficial relationships with local entities that train and certify healthcare and administrative professionals as are required by the scope of this Contract. Contractor should have an active pipeline of key and leadership talent, including, where possible, transfer or promotional candidates from within Contractor's organization.

The County is committed to the development of a health care workforce. Contractor will collaborate with the County, the University of Arizona and other healthcare educational institutions to provide training opportunities at PCADC for nurses, physicians, psychiatrists, pharmacists and other healthcare professionals completing internships and residencies. Contractor will be solely responsible for obtaining an affiliation agreement with participating programs and supervision of program participants. County will not be liable for any actions arising from Contractor's participation in any teaching program.

16. Quality Assurance / Improvement

NCCHC Requirements: See Standard J-A-06, Continuous Quality Improvement Program

16.1 Grievances and Requests

NCCHC Requirements: See Standard J-A-10, Grievance Process for Health Care Complaints.

The Contractor shall review, evaluate and respond to detainee inquiries, writs, complaints, and grievances related to healthcare in accordance with relevant policies and procedures of the Pima County Sheriff's Department. The Contractor is responsible for ensuring that healthcare related

grievances are resolved in a timely fashion. The Contractor shall maintain a system for tracking all grievances, including results of investigation and resolution.

As dictated by the Court, Contractor may be required to testify in response to requests filed by or on behalf of detainees or concerning writs of habeas corpus.

16.2 Utilization Management

Contractor will provide, or cause to be provided, UM services for all healthcare services provided to detainees, for both off-site referrals and services provided on-site, including precertification review, continued stay review, retrospective review, and discharge planning for inpatient hospital admissions, sub-acute admissions, and outpatient hospital procedures as well as Care Coordination. The utilization management program must demonstrate that the use of off-site services has been appropriate (medically indicated) and that the length of stay (if applicable) is neither longer nor shorter than clinically indicated.

Contractor UM leadership and Health Services Administrator are required to meet with the County Behavioral Health Medical Director at least annually to review the Contractor's UM process and annual data for the site.

The utilization records shall be the property of the County and the Contractor shall allow County timely access to utilization review records.

16.3 Contractor's Continuous Quality Improvement Program

The Contractor shall implement a Continuous Quality Improvement Program (CQI Program) designed to comply with NCCHC Standards for quality monitoring and continuous quality improvement. The program shall also include provisions for completion of:

1. Completion and reporting of health service related incident reports to the County;
2. Death and Serious Adverse Event reviews (SAER) as related to health care services;
3. Completion of detainee profiles for high risk detainees;
4. Participation in County Quality Assurance program and meetings as requested; and
5. Attendance of County representative(s) at Contractor's QA meetings.

16.3.1 Incident Reporting

Incident reporting is an integral part of the County's performance improvement process. Incidents are defined as health care related events or events that result in actual injury, morbidity or death or represent a high potential for injury, morbidity or death.

The Contractor is required to report incidents in order to establish the chronology and relevant facts surrounding any health care related incident and to formulate a corrective action plan. The overall goal is to reduce the frequency and severity of future incidents (proactive risk management) and to ensure that the standards for detainee health care are met.

Contractor must immediately notify the Behavioral Health Medical Director or designee in the event of:

- a. Death of an inmate (non-suicide);
- b. Suicide or suicide attempt resulting in injury that requires transport offsite or treatment in the infirmary;
- c. Serious injury (requiring transport offsite or treatment in the infirmary);
- d. Any extraordinary event (i.e. riot, disaster, evacuation, hostage situation, elopement, infectious disease outbreak, PREA, etc.);
- e. Birth(s) on site; and
- f. Health condition resulting in death or near death requiring emergency transport.

The Contractor shall complete and email a written incident report within twenty-four (24) hours of the incident to the County's Behavioral Health Medical Director and the Behavioral Health Administrator.

16.3.2. Death and Serious Adverse Event Review (SAER)

NCCHC Requirements: See J-A-09 Procedure in the Event of an Inmate Death.

A Death and Serious Adverse Event review (SAER) shall occur in the following circumstances:

- A detainee reports physical or sexual assault;
- The death of a detainee while in custody;
- Suicide attempt;
- A detainee sustains an injury resulting in severe morbidity, e.g., injury requiring amputation or resulting in permanent paralysis; and
- Any other serious events as requested by the County.

All deaths are reviewed to determine the appropriateness of clinical care; to ascertain whether changes to policies, procedures, or practices are warranted; and to identify issues that require further study.

In the event of a detainee death, whether natural or otherwise, or serious adverse event, the Contractor shall notify the Behavioral Health Administrator and the Behavioral Health Medical Director immediately of the event, immediately secure and photocopy the detainee's health record in its entirety, and forward the health record to the County's Behavioral Health Quality Management Team. Within 24 hours, Contractor will schedule an initial mortality or serious adverse event review with the County. The first review will take place within seven days, and a comprehensive review, pending toxicology reports and medical exam findings, will take place within 30 days. The review will include:

- Interviews with all health care personnel involved;
- Reconstruction of the chronology of events leading up to the serious adverse event;
- Identification of the key factors or processes that may have contributed to a serious adverse event;

- Recommendations for process improvements to prevent other serious adverse events; and
- Issuance of a written report of the findings and recommendations.

At a minimum, a representative from the Behavioral Health Quality Management team, PCADC, and Contractor staff shall attend the Death and Serious Adverse Event review (SAER). The County retains the right to utilize independent experts in the provision of health care services to participate in the review.

An administrative review to assess the correctional and emergency response actions will occur separately to identify areas where facility operations, policies, and procedures can be improved.

When required, the Contractor shall prepare a plan of correction, submit the plan of correction to the County for approval and monitoring, and actively participate in monitoring the implementation and effectiveness of the correction actions. The Contractor shall provide the results of their monitoring to the Behavioral Health Quality Management Team. The results shall serve as documentation of Contractor's actions and initiate County assistance to the Contractor if necessary.

16.3.3 County's Quality Assurance / Performance Improvement Program

County operates a Quality Assurance/Performance Improvement (QA/PI) program to assess the quality of health care services provided to detainees, identify opportunities for improvement, make recommendations, and assist Contractor as needed to implement modifications to bring about improvements. County may perform chart reviews, studies and investigations and/or any activities that, at its sole discretion, County determines necessary or desirable in the performance of its QA/PI program. Contractor will cooperate fully with County's reasonable QA/PI program activities.

Contractor will comply with all existing applicable County policies and procedures. For new procedures or changes to existing procedures, County will notify Contractor whenever possible prior to final approval to facilitate discussion and seek input from the Contractor. Upon final approval by County, Contractor will have 14 days to comply with the new Policy & Procedure. In the event of a legal mandate or emergent situations impacting the health and welfare of the detainee and/or personnel at PCADC, County has the right to require Contractor to comply in a shorter period of time.

16.4 Audit of Performance Indicators and Operations

As part of its ongoing performance improvement efforts during the term of the Contract, County, at its own expense, may undertake one or more operational reviews with or without utilizing an objective third party to identify any opportunities for improvement in health care services to detainees. Contractor will cooperate with any operational review conducted by County or its designee and will make available all records, personnel, policies and procedures, and arrange for

onsite work area and interviews in a timely manner. County will endeavor to conduct such reviews in the least disruptive manner and, in the event of utilizing a third party, to ensure an exit interview occurs in person or by phone. County also commits to requiring any third party reviewer to provide a written report containing findings and recommended corrective actions within one month of the review.

County has established certain clinical standards (“Performance Indicators”) related to evaluating the quality of health care provided to detainees. Contractor will cooperate fully with the monthly audit of these Performance Indicators. Contractor must meet or exceed the threshold levels in Performance Indicators established by County in **Attachment A1-4**. Failure to meet the Performance Indicators will result in Liquidated Damages as indicated in **Attachment A1-4**.

16.5 Corrective Action Plans (CAPs)

County may notify Contractor regarding chronic deficiencies in its performance or operations that County has identified through their QM review process. Contractor must conduct a multidisciplinary analysis of all deficiencies and submit a formal CAP within two weeks of notification from County. Failure to correct deficiencies will subject Contractor to the imposition of Liquidated Damages and may result in termination of the Contract, at the County’s sole discretion. As part of its remediation of quality of care deficiencies, Contractor must develop and submit to County a Corrective Action Plan that addresses the following:

- a) Description of problem or deficiency;
- b) Result of investigation conducted by Contractor, including a description of the conditions that caused and/or contributed to the problem or deficiency;
- c) Detailed description of specific actions Contractor will implement to correct each deficiency (a “plan of correction”);
- d) Identification of position or named individual responsible for implementing each element of the plan of correction;
- e) Time frames for completion of each element in the plan of correction; and
- f) Plan for follow-up, including time frames and individuals responsible for follow-up.

16.6 Other QA/QM Activities

The Contractor shall cooperate with the County’s QA/QM monitoring program that shall include, but not be limited to, the following

- Onsite review visits;
- Health record review;
- Investigation, analysis, tracking and trending of quality of care issues including mortality reviews, incident reporting and follow-up, grievances, complaints and follow-up;
- Status of corrective action plans;
- Review of Contractor QA/QM plan and activities, including committee minutes, monitoring reports and follow-up;
- Review of compliance with OSHA standards (respiratory fit program, reverse airflow rooms) and Material Safety Data Sheets (MSDS) (if appropriate);

- Infection control plan and activities, including committee minutes, monitoring reports and follow-up, testing activity and follow-up, review of incidence reporting;
- Personnel record review, including licensure/certification, training, and disease monitoring requirements;
- Review of professional credentialing files;
- Review site accreditation, licensure, certification and registration status; and
- Review for compliance with health care service standards (such as NCCHC Standards), regulatory requirements, and County procedure.

16.7 Participation in Research and Grants

NCCHC Requirements: See standard J-I-06, Medical and Other Research.

Contractor shall not conduct or participate in research projects involving detainees without the prior written consent of the County who shall consult with the Sheriff's Department before providing such consent.

Contractor will assist with scheduling, consultation, and referral of any detainee participating in any County-initiated and approved research project. In every case, the Contractor shall secure written informed consent from the detainee who is subject of a research project prior to the detainee's participation as a subject.

Contractor will assist with County initiated grant writing and implementation.

17. Reporting

NCCHC Requirements: See Standard J-A-04, Administrative Meetings and Reports.

17.1 Notification Protocol

The County has designated a staff member, the Behavioral Health Administrator, who will be available by cell phone 24 hours per day, seven days a week including holidays, to receive calls from the Contractor regarding designated information. See Section 16.3.1 of this EXHIBIT A, Part I, for incidents that require Contractor make notification to the County.

17.2 Service Utilization, Cost and Outcome Data

The County requires raw data and certain reports on a regular basis to:

- Evaluate the quality of care provided;
- Obtain demographic data that describes the population receiving the services;
- Justify the cost of the services; and
- Collect data for trending and planning.

The Contractor shall electronically provide the County with designated data on a monthly basis using report formats specified by the County. The Contractor shall provide daily data regarding diversions, hospitalizations, and transports offsite for emergency service to designated County staff. Other data shall be reported with the monthly Statistical Data Report and other required reports. Contractor will report to County separate utilization and health data for Remanded Juveniles. See **Attachment A1-1** for a sample Statistical Data Report which summarizes the utilization data required by the County. Detailed reports on services provided offsite are also required in order to facilitate payment of services (see **EXHIBIT B** for more information).

The Contractor must provide a monthly report that summarizes the principal and secondary diagnoses as well as procedures for all patients seen in the clinical environment. Additionally, on an annual basis, a summary report of all diagnoses and procedures provided to patients will be provided to the County.

A monthly Comprehensive Pharmacy Report is also required. At a minimum, the information presented in **Attachment A1-2** must be included in the Pharmacy Report.

17.3 Staffing Reports

The Contractor shall maintain an electronic time keeping system to provide monthly data and reports detailing employee or contracted personnel who are onsite, including but not limited to, position title, hours worked onsite by week and functional area in which the hours were worked. The report comparing actual hours to contracted commitment is an essential requirement for payment.

The staffing reports must demonstrate completion of the critical staffing requirements in 15.3.1 above.

17.4 Data Transmission and Reporting Requirements

All data shall be transmitted electronically, in compliance with HIPAA requirements, on a schedule agreeable to both the Contractor and the County. See **Attachment A1-3** for a sample listing of required reports.

The Contractor shall be responsible for providing all reports and data in an electronically accessible format agreed to by County. Acceptable formats include: delimited text files (*.txt), MS Excel, MS Access, MS Word, or any ODBC compliant database format.

No data shall be shared or replicated by the Contractor without express written consent from the County.

17.5. Routine Meetings for Contract Administration and Coordination

The NCCHC standards require regular administrative meetings to facilitate the delivery of health care services to detainees through joint monitoring, planning and problem resolution, hereinafter called the Medical Administrative Committee Meeting (MAC Meeting). These meetings are also intended to inform the Contractor and the County of PCADC operational issues and changes in policy and procedure impacting health care delivery. MAC meetings shall be held at least quarterly.

The Contractor's HSA shall be responsible for a calendar of meetings, the MAC meeting notification and agenda, sign in sheets, and meeting minutes. Contractor shall distribute copies of meeting agendas, and minutes from the previous meeting prior to the next scheduled meeting.

The agenda for the MAC meetings shall focus on general operational process issues and utilization data related to the delivery of health care services. Meeting discussion should not include detainee names or details that could identify detainees.

18. Coordination with the Criminal Justice System

NCCHC Requirements: See Section G, Medical – Legal Issues, in the NCCHC book Standards for Health Services in Jails (2018).

18.1 Informed Consent to Treat

NCCHC Requirements: See Standard J-G-05, Informed Consent and Right to Refuse.

The Contractor shall obtain informed consent for services rendered to detainees, including surgical or other invasive procedures. Contractor shall document informed consent in writing.

A detainee may refuse specific health evaluation and treatments. The Contractor shall ensure that any health evaluation and treatment refusal is documented. The Contractor shall establish criteria for when the detainee's refusal must be evaluated by a physician or mid-level provider. In situations where the refusal may seriously jeopardize the detainee's health or pose a health risk to others, the detainee should be brought to the medical unit for further evaluation and explanation.

For remanded juveniles, Contractor shall coordinate with PCADC Corrections staff who shall obtain consent to treat from the parent/legal guardian, except in the case of family planning services, which do not require parent/guardian consent. Documentation of informed consent shall be the same as that required for adults. In the event that a juvenile's legal guardian consents to treatment, Contractor shall also provide information to the juvenile regarding his/her condition and treatment and the risks and benefits of treatment, at the level the juvenile can understand.

Juveniles may refuse treatment to the same extent that the law permits them to consent to treatment. In the event that treatment has been authorized by a parent or legal guardian, but the juvenile refuses the treatment, the Contractor shall consult with PCADC staff, the parents/legal guardian, and the juvenile's attorney, if one has been appointed or retained, to determine the best course of action.

18.2 Court Orders

Detainees may be subject to court orders that affect their medical, dental, and/or behavioral health treatment. The Court has agreed to include the PCADC health care services Contractor on the minute entry distribution list for every minute entry related to health care ordered for a detainee at PCADC in order to expedite compliance with such court orders.

The Contractor shall develop a mechanism to review all minute entries received from the Court and to ensure timely compliance with court orders such as, but not limited to, those that:

1. Order the detainee to comply with certain treatment plans;
2. Authorize the Contractor to administer treatment on an involuntary basis; and/or
3. Otherwise impact the detainee's health care and the Contractor's role in the detainee's health care services continuum.

The Contractor shall maintain a log of all minute entries received, including the date received and action taken, and make the log available for County review. The Contractor will set in place mechanisms for ensuring that the minute entry logs are completed as required and updated daily. These mechanisms include staff training, direct supervision, CQI monitoring, and the peer review process. Designated staff will supervise the process, ensure that logs are accurately maintained, and provide immediate corrective feedback if any part of process is not completed as required.

The Contractor shall comply with the Court's order specifying the Court's expectation that medication is to be administered to detainees "voluntarily or involuntarily" within the jail setting.

The Contractor shall seek such court orders through the staff they designate as "Court Clinical Liaison" when the detainee's failure to take medication contributes to behavior dangerous to self or others, or adversely impacts stabilization.

18.3 Subpoenas

Upon receipt of a subpoena for a detainee's health care services record Contractor shall immediately contact PCADC Administration and the Deputy County Attorney assigned to represent the Pima County Sheriff's Department to notify him/her of the subpoena. All subpoenas shall be immediately forwarded to PCADC Administration for processing.

Contractor shall not issue the record until it has received written authorization to do so from the Pima County Administration and the Pima County Attorney's Office.

18.4 Remanded Juveniles at the PCADC

The PCADC houses on average 16 in-custody defendants (both male and female) who are below the age of 18. The Contractor should be prepared to offer medical, mental health and dental care specifically designed to meet the needs of a youthful population to this group of detainees at the PCADC. Contractor shall allocate staff on evening shifts to deliver routine care for remanded juveniles outside of school hours.

State law requires that defendants under 18 years of age be housed sight and sound separate from adult offenders. The Contractor should be prepared to provide services in their housing unit where possible to avoid unnecessary contact with adult detainees.

18.4.1 Immunizations

The Contractor shall collect current immunization records for all remanded juveniles. Upon request the County can provide the most recent listing of contacts for each school if that is the source the Contractor wishes to use. The Contractor can also access the Arizona State Immunization Information System (ASIIS) www.asiis.state.az.us to obtain information for those juveniles who are registered in the ASIIS system. The immunization status is required for all juveniles committed to any state correctional facility.

Contractor shall maintain age specific immunizations as required to be compliant with the Center for Disease Control and Prevention (CDC) / Advisory Committee on Immunization Practices (ACIP) vaccination schedule. Parents/guardian of remanded juveniles must give consent. Contractor shall also provide immunizations to detainees as medically necessary, such as tetanus and flu. Any immunizations administered during detainee's stay at PCADC shall be documented on the detainee's transfer summary and entered into ASIIS.

18.4.2 Coordination with Education

Contractor is required to work with the staff at the school for juveniles at PCADC. Contractor shall report health care information that impacts the juvenile's school performance and coordinate health care services that may be specified on a juvenile's Individualized Education Plan (IEP). Services on the IEP should not be duplicated by the Contractor.

See **EXHIBIT E** for a glossary of terms and acronyms.

**ATTACHMENT A1-1
STATISTICAL DATA REPORT - PCADC**

Service Provided	Jul-18	Aug-18	Sep-18	Oct-18	Nov-18	Dec-18	Jan-19	Feb-19	Mar-19	Apr-19	May-19	Jun-19	YTD Total	Monthly Average
Average daily population													N/A	-
Main Jail														
Total # of Bookings at Main Jail													0	-
# of Pre Booking / Intake Assessments (including Mental Health)													0	-
# of Pre Booking Rejections													0	-
# of Intake Rejections													0	-
# of Bookings Reporting Substance Abuse (includes any of the substances listed in rows 12-18)													0	-
# of Bookings Reporting Cannabis Use													0	-
# of Bookings Reporting Alcohol Abuse													0	-
# of Bookings Reporting Hallucinogen Use													0	-
# of Bookings Reporting Opioid Use													0	-
# of Bookings Reporting Stimulant Use													0	-
# of Bookings Reporting Tobacco Use													0	-
# of Bookings Reporting Benzodiazepine Use													0	-
Ajo Jail														
Average daily population													0	-
# of Bookings at Ajo Jail													0	-
# of Inmates transferred to Main Jail													0	-
Medical & Mental Health Evaluations														
# 14-Day Physicals (includes oral screening)													0	-
# of Annual Physicals													0	-
# 14-day Mental Health Evaluations													0	-
Medical Sick Calls														
Total # Sick Call Requests - Medical Services													0	-
Total # Sick Call Requests in 1S & 4B (High Acuity)													0	-
Total # of Medical Prescribing Provider Visits (MD/NP/PA) (sum of rows 31-34)	0	0	0	0	0	0	0	0	0	0	0	0	0	#DIV/0!
# MD visits (medical)													0	-
# MD visits (obstetrics) Nurse Midwife													0	-
# NP Visits (medical)													0	-
# PA Visits (medical)													0	-
Total # Nurse Sick Call Visits (sum of rows 36-39)	0	0	0	0	0	0	0	0	0	0	0	0	0	#DIV/0!
# Nurse Sick Call Visits													0	-
# Add-ons													0	-
# Wound Care													0	-
# Mission													0	-
Total # Nurse Sick Call requests for Remanded Juveniles (include in previous section as well)													0	-
Medical Chronic Care Visits														
Total # of Chronic Care (CC) Visits held at Chronic Care Clinic (sum of rows 44-54)	0	0	0	0	0	0	0	0	0	0	0	0	0	#DIV/0!
# of CC Visits by Diagnosis:														
Cancer													0	-
Diabetes													0	-
Gastrointestinal													0	-
GYN													0	-
HIV													0	-
Hepatitis													0	-
Hypercholesteremia													0	-
Hypertension/Cardiac													0	-

**ATTACHMENT A1-1
STATISTICAL DATA REPORT - PCADC**

Service Provided	JUN-18	AUG-18	SEP-18	OCT-18	NOV-18	DEC-18	JAN-19	FEB-19	MAR-19	APR-19	MAY-19	JUN-19	YTD Total	Monthly Average
Pregnancy (OB)													0	-
Pulmonary													0	-
Seizure/Neurological													0	-
Medical Female Services														
# Pregnant at end of month													0	-
# Pregnant Remanded Juveniles at end of month (include above as well)													0	-
# of Deliveries													0	-
# of PAP smears													0	-
# of Colposcopies													0	-
# of Mammograms													0	-
Dental														
# of Dental Sick Call Requests													0	-
# Dental Sick Call Requests for Remanded Juveniles (include in previous line as well)													0	-
# of Dental Visits On Site													0	-
# of Dental Visits Off Site													0	-
# of Dental Xrays													0	-
Behavioral Health - Average Daily Census														
Average Daily Census Enrolled with RBHA													0	-
Average Daily Census on Behavioral Health (BH) Caseload													0	-
Average Daily Census Enrolled with RBHA AND on BH Caseload													0	-
% Average Daily Census Enrolled with RBHA AND on BH Caseload	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!
Average Daily Census of Inmates with Serious Mental Illness (SMI)													0	-
Average Daily Census of Inmates with General Mental Health (GMH) Diagnosis													0	-
Behavioral Health - Sick Call Referrals														
# of Behavioral Health Sick Call Requests													0	-
# of Behavioral Health Sick Call Requests Remanded Juveniles (include above as well)													0	-
Total # of Behavioral Health Referrals													0	-
Total # of Behavioral Health Referrals Remanded Juveniles (include above as well)													0	-
# Referrals by Source:														
From Medical Staff													0	-
From Correction Officers													0	-
From Probation Officers													0	-
From Outside Provider													0	-
Behavioral Health - Visits/Encounters														
Total # of Behavioral Health Visits/Encounters (sum of rows 87-94 & 103)	0	0	0	0	0	0	0	0	0	0	0	0	0	#DIV/0!
Total # of Behavioral Health Visits/Encounters Remanded Juveniles													0	-
# Adult Visits/Encounters by:														
Psychiatrist													0	-
Mental Health Nurse Practitioner													0	-
Psychologist													0	-
Mental Health Registered Nurse													0	-
Mental Health Technician													0	-
Mental Health Professional													0	-
# of Group Sessions													0	-

**ATTACHMENT A1-1
STATISTICAL DATA REPORT - PCADC**

Service Provided	Jul-18	Aug-18	Sep-18	Oct-18	Nov-18	Dec-18	Jan-19	Feb-19	Mar-19	Apr-19	May-19	Jun-19	YTD Total	Monthly Average
Behavioral Health/Court-ordered Activity														
Total # Ordered Rule 11 Evaluation													0	-
Total # for Which Involuntary Commitment Petition Initiated Post Booking													0	-
Total # of Involuntary Psychiatric Evaluations Onsite													0	-
Total # with Court-ordered Medication													0	-
Behavioral Health/Substance Abuse/Counseling/Education														
Total # of SA Group Sessions													0	-
Total # Participants in the SA Education Program													0	-
Total # Remanded Juveniles in any Substance Abuse Treatment (include above as well)													0	-
Detox														
# of patients on CIWA only													0	-
# of CIWA detox rounds completed													0	-
# of patients on COWS only													0	-
# of COWS detox rounds completed													0	-
# of patients on both CIWA and COWS													0	-
# of seizures that occurred while on CIWA protocol													0	-
Behavioral Health/Suicide Watch/Attempt/Successful														
Total # Inmates Placed on Suicide Watch (sum of rows 117-120)	0	0	0	0	0	0	0	0	0	0	0	0	0	#DIV/0!
Average Length of Stay on Suicide Watch														
# inmates on Suicide Watch by Location:														
Mental Health Unit (1S)													0	-
Medical Observation Unit													0	-
Juvenile Pod													0	-
Other Location (specify): Intake, 1A, 1H, 1K, 1G, etc.													0	-
Total # Attempting Suicide													0	-
Total # Successful Suicides													0	-
Segregation Events														
# of Grievances													0	-
# of Security breaches by staff													0	-
# of Post-use-of-force exams													0	-
# of Assaults on health care staff													0	-
# of Medication errors													0	-
Emergency Care														
# of Mandown Events													0	-
# of CPR Events													0	-
# of Disaster Drills													0	-
# of Deaths													0	-
Emergency/Urgent Transports														
Emergency Transports via Ambulance													0	-
Urgent Transports (PCSD Van) (excludes scheduled appointments)													0	-
# of Remanded Juvenile Emergency & Urgent Transports (include above as well)													0	-
Segregation														
# of Segregation rounds													0	-
Average # of inmates in seg for month													0	-
# of Medical visits to segregation													0	-
# of Seg inmates referred to medical													0	-

**ATTACHMENT A1-1
STATISTICAL DATA REPORT - PCADC**

Service Provided	Jul-18	Aug-18	Sep-18	Oct-18	Nov-18	Dec-18	Jan-19	Feb-19	Mar-19	Apr-19	May-19	Jun-19	YTD Total	Monthly Average
Restraints														
# of Inmates in Custody Restraints Evaluated by Healthcare Staff													0	-
# Remanded Juveniles in Custody Restraints Evaluated (include in previous line as well)													0	-
# of Inmates Placed in Clinical Restraints													0	-
# Remanded Juveniles Placed in Clinical Restraints (include in previous line as well)													0	-
# of Inmates Requiring Chemical Restraint													0	-
# Remanded Juveniles Requiring Chemical Restraint (include in previous line as well)													0	-
Med Obs Unit														
# of Admissions													0	-
# Remanded Juvenile Admissions (include in previous line as well)													0	-
# of Discharges													0	-
Total Med Obs Days													0	-
Average Daily Census													0	-
Average Length of Stay in Days													0	-
Infectious Diseases - TB														
# of TSTs planted													0	-
# of Chest xrays													0	-
# Suspected TB													0	-
# Confirmed Active TB													0	-
# Treated for Active TB													0	-
# Treated Prophylactically for TB													0	-
# Reported to Pima County Health Department													0	-
Infectious Diseases - HIV/AIDS														
# Tested for HIV/AIDS													0	-
# Tested Positive for HIV													0	-
# With Active AIDS													0	-
# Treated for HIV/AIDS													0	-
Infectious Diseases - Hepatitis														
# Hepatitis A cases													0	-
# Treated for Hepatitis A													0	-
# Hepatitis B cases													0	-
# Treated for Hepatitis B													0	-
# Hepatitis C cases													0	-
# Treated for Hepatitis C													0	-
Infectious Diseases - STD														
# Tested for Chlamydia													0	-
# Tested Positive for Chlamydia													0	-
# Tested for Gonorrhea													0	-
# Tested Positive for Gonorrhea													0	-
# Tested for Syphilis													0	-
# Testing Positive for Syphilis													0	-
Infectious Diseases - MRSA														
# Tested for MRSA													0	-
# Tested Positive for MRSA													0	-

**ATTACHMENT A1-1
STATISTICAL DATA REPORT - PCADC**

Service Provided	Jul-8	Aug-8	Sep-8	Oct-8	Nov-8	Dec-8	Jan-9	Feb-9	Mar-9	Apr-9	May-9	Jun-9	TOT	Monthly Average
Infectious Diseases - Remanded Juveniles (include in previous sections as well)														
# Remanded Juveniles Tested Positive for TB													0	-
# Remanded Juveniles Tested Positive for HIV/AIDS													0	-
# Remanded Juveniles Tested Positive for Hepatitis													0	-
# Remanded Juveniles Tested Positive for STDs													0	-
# Remanded Juveniles Tested Positive for MRSA													0	-
Infectious Diseases - Immunizations														
Total # Immunizations Administered (sum of rows 194-202)	0	0	0	0	0	0	0	0	0	0	0	0	0	#DIV/0!
# of Immunizations by Type:														
Hep A													0	-
Hep B													0	-
DTE-TDAP													0	-
Td													0	-
IVP													0	-
MMR													0	-
Varicella													0	-
Meningococcal													0	-
Flu													0	-
Special Needs														
Average Daily Census for Juveniles													0	-
# Requiring Orthotic/Prosthetic													0	-
# Physically Disabled (requiring assistive device, i.e., wheelchair, walker, cane)													0	-
# Frail or Elderly (≥ 70 years of age)													0	-
# Terminally Ill													0	-
# Developmentally Disabled													0	-
# Other (such as deaf, blind, mute) (specify)													0	-
Medications (Pharmacy Report should include information for adults and remanded juveniles)														
# Remanded Juveniles on prescription medication (unduplicated)													0	-
# of Remanded Juveniles on HIV therapy													0	-
# of Remanded Juveniles on psychotropic medication													0	-
Diagnostic Testing, X-rays & EKGs - On Site														
Total # Tests Completed On Site (sum of rows 218-221)	0	0	0	0	0	0	0	0	0	0	0	0	0	#DIV/0!
# of Tests Completed by Type:														
Labs Drawn by Phlebotomist on Site													0	-
Rapid Strep													0	-
Fingerstick Blood Glucose													0	-
Urine Pregnancy Test													0	-
# Testing Positive for Pregnancy													0	-
Diagnostic Testing, X-rays & EKGs - On Site														
Total # Images X-rayed on Site													0	-
# of Inmates by Type of X-ray:														
Chest													0	-
Abdomen (Flat Plate)													0	-
Extremity													0	-
EKG Completed													0	-

**ATTACHMENT A1-1
STATISTICAL DATA REPORT - PCADC**

Service Provided	Jul-18	Aug-18	Sep-18	Oct-18	Nov-18	Dec-18	Jan-19	Feb-19	Mar-19	Apr-19	May-19	Jun-19	YTD Total	Monthly Average
Off-Site Health Care - Outpatient Services														
Cancer Center / Oncology													0	-
Cardiology													0	-
Colposcopy													0	-
CT													0	-
Deliveries													0	-
Ear, Nose, Throat													0	-
Emergency Department													0	-
Endocrinology													0	-
Gastroenterology													0	-
Gynecology													0	-
Hemodialysis													0	-
Mammogram													0	-
MRI													0	-
Nuclear medicine													0	-
Neurology													0	-
Obstetrics													0	-
Oral surgery													0	-
Ophthalmology+Optometry													0	-
Orthopedics													0	-
Physical, speech or occupational therapy													0	-
Pulmonary													0	-
Stress Test													0	-
Surgery													0	-
Ultrasound/obstetrics													0	-
Urology/Nephrology													0	-
Total # of Outpatient Visits													0	-
# Outpatient Visits-Remanded Juveniles													0	-
Off-Site Health Care - Inpatient														
Total # of Inpatient Admissions													0	-
# Remanded Juvenile Inpatient Admissions (include in previous line)													0	-
Total # of Inpatient Days													0	-
Average Length of Stay													0	-
Training														
# of Hours of Training Programs for PCADC Staff													0	-
# of PCADC Staff Attending													0	-
# of Hours of Inservice Programs for Healthcare Staff													0	-
# of Healthcare Staff Attending													0	-

cell contains formula

ATTACHMENT A1-2
SAMPLE PHARMACY REPORT - PCADC

Rx Cost by Category	Jul-18	Aug-18	Sep-18	Oct-18	Nov-18	Dec-18	Jan-19	Feb-19	Mar-19	Apr-19	May-19	Jun-19	Total for Year	Monthly Average YTD
Analgesic													\$ -	\$ -
Anti-infective													\$ -	\$ -
Anti-Coagulant													\$ -	\$ -
Dermatological													\$ -	\$ -
Anti-hyperlipidemic													\$ -	\$ -
Anti-Neoplastic													\$ -	\$ -
Anti-parkinson													\$ -	\$ -
Asthma													\$ -	\$ -
Vaccine													\$ -	\$ -
Bio-immuno													\$ -	\$ -
Cardiac													\$ -	\$ -
Cough and Cold													\$ -	\$ -
Diabetes													\$ -	\$ -
Endocrine-metab													\$ -	\$ -
Gastrointestinal													\$ -	\$ -
Hematological													\$ -	\$ -
Hepatitis													\$ -	\$ -
HIV													\$ -	\$ -
Misc Antiviral													\$ -	\$ -
Misc IV													\$ -	\$ -
Muscle Relaxant													\$ -	\$ -
Ophthalmic and Otic													\$ -	\$ -
Psychotropic													\$ -	\$ -
Renal-Genitourinary													\$ -	\$ -
Seizure													\$ -	\$ -
Nutritional													\$ -	\$ -
Tuberculosis													\$ -	\$ -
Thyroid													\$ -	\$ -
Other													\$ -	\$ -
Total by Category	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Less Credits for Psychotropics													\$ -	\$ -
Less Credits for Other Meds													\$ -	\$ -
Total Cost Less Credits	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -

ATTACHMENT A1-2
SAMPLE PHARMACY REPORT - PCADC

Rx Orders by Category	Jul-18	Aug-18	Sep-18	Oct-18	Nov-18	Dec-18	Jan-19	Feb-19	Mar-19	Apr-19	May-19	Jun-19	Total for Year	Monthly Average YTD	
Analgescic													0	0	
Anti-infective													0	0	
Anti-Coagulant													0	0	
Dermatological													0	0	
Anti-hyperlipidemic													0	0	
Anti-Neoplastic													0	0	
Anti-parkinson													0	0	
Asthma													0	0	
Vaccine													0	0	
Bio-immuno													0	0	
Cardiac													0	0	
Cough and Cold													0	0	
Diabetes													0	0	
Endocrine-metab													0	0	
Gastrointestinal													0	0	
Hematological													0	0	
Hepatitis													0	0	
HIV													0	0	
Misc Antiviral													0	0	
Misc IV													0	0	
Muscle Relaxant													0	0	
Ophthalmic and Otic													0	0	
Psychotropic													0	0	
Renal-Genitourinary													0	0	
Seizure													0	0	
Nutritional													0	0	
Tuberculosis													0	0	
Thyroid													0	0	
Other													0	0	
Grand Total	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
Of Which:															
# of New Prescription Orders														0	0
# Stock Medications														0	0
# Over the Counter Orders														0	0

ATTACHMENT A1-2
SAMPLE PHARMACY REPORT - PCADC

Additional Census and Medication Information													
	Jul-18	Aug-18	Sep-18	Oct-18	Nov-18	Dec-18	Jan-19	Feb-19	Mar-19	Apr-19	May-19	Jun-19	Monthly Average YTD
Average Daily Census													#DIV/0!
Average Cost per Detention Day	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!
# Detainees on Prescription Medication													#DIV/0!
Monthly Cost per Detainee on Rx	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!

Breakdown of Psychotropic Medications														
	Jul-18	Aug-18	Sep-18	Oct-18	Nov-18	Dec-18	Jan-19	Feb-19	Mar-19	Apr-19	May-19	Jun-19	Total for Year	Monthly Average YTD
# of Detainees on Psychotropic Meds													0	0
# Psychotropic Prescriptions													0	0
Of Which:														
# Atypical Antipsychotic Rx's													0	0
# Typical Antipsychotic Rx's													0	0
Total Cost of Psychotropic Meds													\$ -	\$ -
Of Which:														
Cost of Atypical Antipsychotic Meds													\$ -	\$ -
Cost of Typical Antipsychotic Meds													\$ -	\$ -
Cost of Antidepressant Meds													\$ -	\$ -

**ATTACHMENT A1-3
REQUIRED REPORTS AND REPORTING SCHEDULE - PCADC**

Report #	Report	Frequency	Contract Reference
1	Invoice for Payment including Usage Report	Monthly	Attachment B-8
2	Timesheet Report detailing employee name, position, worked hours, paid hours and swipe data	Monthly	Exhibit B, Section 2.2.1
3	Staffing Payment Adjustment Report	Monthly	Exhibit B, Section 2.2.1
4	Invoice from Pharmacy indicating Contractor's actual cost	Monthly	Exhibit B, Section 2.2.4
5	Statistical Data Report	Monthly	Attachment A1-1
6	Report on Diagnoses and Procedures	Monthly and Annual	Exhibit A, Part 1, Section 17.2
7	Diversion Logs - Intake Rejection Logs (includes date, time and reason)	Monthly	Exhibit A, Part I, Section 4.1.2
8	Offsite Healthcare Service Log and Tracking Reports	Monthly	Exhibit A, Part I, Section 10
9	Civil commitment log (includes list of all detainees pending action described in ARS 36 Chapter 5, Articles 4 and 5, and their status)	Monthly	Exhibit A, Part I, Section 10.5
10	Report of Offsite Lab Services by Type	Monthly	Exhibit A, Part I, Section 8.1
11	Radiology Log	Monthly	Exhibit A, Part I, Section 8.2
12	Inpatient Hospital Services Log (input daily into CITRIX database)	Daily	PCBH Policy BH-06
13	Pharmacy Report	Monthly	Attachment A1-2
14	Inventory - equipment and furniture	July and January	Attachment B-11
15	Licensing and Credential Log	July and January	Exhibit A, Part I, Section 15.1

Notes:

- 1) Monthly reports are due on the 10th of the month for services provided in the previous month.
- 2) County and Contractor to complete inventory jointly.
- 3) This list is to be used as a check list and is not intended to be an all inclusive reporting list.

**ATTACHMENT A1-4
PERFORMANCE INDICATORS - PCADC**

Functional Area or Activity	Performance Indicator(s)	Threshold	Financial Consequences of Not Meeting Performance Indicators (\$ per Indicator)
Receiving and Booking	1. Prebooking Screening		
	1a. The chart contains a completed Pre-Booking screening performed by an EMT or Nurse upon entry into the facility and prior to the healthcare receiving screening.	95%	\$1,000
	1b. All detainees found to have acute healthcare needs were referred to the provider to obtain hospital transport orders.	95%	\$1,000
	1c. All detainees found to have urgent health care needs were expedited to complete the full receiving screening with a nurse.	95%	\$1,000
	2. The chart contains a completed Healthcare Receiving Screening Form performed by a qualified healthcare professional no later than 120 minutes after the time stamp from pre-booking screening.	90%	\$1,000
	3. The chart contains a completed mental health receiving screening by a MHP or a RN. To be done following completion of the healthcare screening and prior to detainee being housed.	90%	\$1,000
	4. The medical record contains a signed authorization or declaration to release limited health information to Pima County Pre-trial Services to support pre-trial release for those eligible. For detainees who refuse signature, or are unable to sign due to current presentation, a note is entered into the medical record and this indicator is not applicable.	90%	\$1,000
	5. For all combative or intoxicated detainees who are unable to complete the receiving screening, the record contains documentation of an hourly check in to re-attempt the screening while detainee remains in intake.	95%	\$1,000
Medication Bridging	6. Med Verification		
	6a. If the results of the healthcare receiving screening indicated that there is an acute need, such as elevated blood pressure, high or low blood sugar, obvious infections or similar concerns, there was an immediate referral to a provider.	95%	\$1,000
	6b. Verified medications were referred to a provider within 24 hours of intake for review and determination of necessary bridge orders until the detainee can be seen by a provider.	95%	\$1,000
6c. Medications reported but NOT verified were referred to a provider within 48 hours to determine new orders, if clinically indicated.	90%	\$1,000	
Chronic care / Initial Health Assessment (14-day Physical Exam)	7. The chart contains an individualized care plan for all detainees with chronic medical and mental health conditions.	90%	\$1,000

**ATTACHMENT A1-4
PERFORMANCE INDICATORS - PCADC**

Functional Area or Activity	Performance Indicator(s)	Threshold	Financial Consequences of Not Meeting Performance Indicators (\$ per Indicator)
Sick Call Request (SCR) Triage	8. The record contains documentation of a face to face triage by a nurse for all emergent sick call requests, and consult with a provider when indicated.	90%	\$1,000
	9. When the RN identifies any condition requiring treatment beyond their scope of practice, there is documentation of a referral to see a provider within 24 hours for urgent conditions and 7 days for non-urgent.	90%	\$1,000
	10. When a request describes a clinical symptom (wounds, new onset pain, and or trauma), a face to face encounter will occur within 24 hours of the time the SCR is stamped as received. Face to face will include, at a minimum, a full set of vital signs, pulse oximetry and physical exam based on chief complaint.	90%	\$1,000
Medication Administration	11. All MARs contain medication start and stop dates, dosage, route, frequency, and administration schedule. All administered medications must be entered into the MAR consistent with provider orders, and any missed or skipped doses must be initialed by the nurse with a justification code. A pattern of three consecutive refusals or of a single dose of a critical medication, as determined by the medical director, within a seven day period were staffed with the RN and/or provider for further assessment.	90%	\$1,000
	12. When the provider orders meds for patients with acute medical needs identified during the receiving screening, there is evidence of the first dose being administered in the booking area, if detainee remains in booking when the first dose is due.	90%	\$1,000
Behavioral Health Care	13. The record contains evidence of a psychiatric evaluation or on-call consultation within 2 hours of the referral for all detainees whose receiving screening results identify "immediate psychiatric follow up."	95%	\$1,000
	14. The record contains evidence of a psychiatric evaluation within 5 days of referral for all detainees whose receiving screening results identify "routine psychiatric follow up."	95%	\$1,000
	15. The record contains evidence of an evaluation within 14 days for all detainees whose receiving screening results identify "history of mental health but no risks present."	90%	\$1,000
	16. Detainees booked into the PCADC with pending civil commitment petitions will be evaluated upon booking and again prior to release from the facility to ensure an appropriate care plan is in place for entry and release.	95%	\$1,000

Final Implementation Notes:	
Sample Size	To be determined by PCBH Quality Management. Official scoring and whether financial penalties apply will be determined by the significance of the sample size.
Operational Definitions	Final Operational Definitions will be written by County in partnership with Vendor once fully transitioned and onsite. Definitions will include all Yes, No, and N/A qualifiers.
Audit Frequency	Specific frequency to be determined depending on performance, population trends, and contractual priority

**ATTACHMENT A1-5
BUSINESS REQUIREMENTS - PCADC**

Require ment #	Business Requirement	Threshold	Financial Consequences of not meeting Business Requirement
1	Maintain NCCHC accreditation, if the cause for losing accreditation was within CONTRACTOR's control.	100%	\$50,000 upon losing accreditation and \$100,000 for each additional year in which PCADC is not accredited
2	Notify the County's Behavioral Health Administrator and Medical Director of any event detailed per Policy BH-07 .	100%	\$5,000 per occurrence
3	Notify the County of an inpatient admission within 24 hours of admission	100%	\$2500 per occurrence and Contractor will be fully responsible for all costs that would otherwise have been paid by Medicaid when applicable.
4	Notify the County of an inpatient admission of an out of County RTC detainee within 8 hours of admission. See Policy BH-06 .	100%	Actual cost for hourly custody supervision and the actual claim amount
5	Provide to County daily notification for inpatient services and Utilization Management	100%	\$1,000 per occurrence
6	No dismissals of Civil Commitment petitions due to untimely psychiatric evaluations or failure to appear to testify in Court hearings.	100%	\$1,000 per occurrence
7	Acknowledge County notification of Quality Management deficiency within 3 business days and present an Action Plan to address deficiency within two weeks from receipt of notification from County.	100%	\$5,000 per deficiency - acknowledgement or Action Plan but not both
8	Comply with the requirement in 15.3.1 in Exhibit A, Part I, to have at least one staff member in a leadership position for both medical and behavioral health present from 8 am to 5 pm Monday - Friday.	100%	\$5,000 per occurrence
9	Notify Pima County Behavioral Health Department within 24 hours of discovery of any lapse or expiration of or adverse action taken against any licensure or certification for any health staff member .	100%	\$1,000 per occurrence
10	Send to County notice of departure of Leadership Positions for vacant or soon-to-be vacant Leadership Positions, pursuant to Policy BH-08 .	100%	\$1,000 per occurrence
11	Obtain written approval from PCADC Administration and County's Behavioral Health Administrator prior to hiring any Leadership Position.	100%	\$5,000 per occurrence

EXHIBIT A: SCOPE OF SERVICES – PART II

PIMA COUNTY JUVENILE DETENTION CENTER

1. Facilities and Equipment

This Scope of Service, Part II, covers services provided at the Pima County Juvenile Detention Center (PCJDC), located at 2225 East Ajo Way, Tucson, Arizona 85713.

There are three areas within the Detention Center currently assigned for health care service use: the Medical Unit, a room in the receiving area, and an office space for administrative and mental health staff, health records and storage.

See **Attachment B-12** for the most current inventory of the equipment and furniture at the PCJDC. The inventory may change by the start date of this Contract. Contractor should plan to utilize the inventory that belongs to Pima County existing on the first day of performance of the Contract. For medical equipment with a unit purchase price of \$500 or more, County will purchase, repair, replace or supplement the existing inventory as needed to fulfill the obligations of the Contract, except for cases of abuse or misuse by Contractor. Contractor will be responsible for maintenance of all medical equipment.

Contractor will be responsible for purchase, lease, repair, or maintenance of computer workstations, printers, fax machines or other office equipment at PCJDC.

All medical equipment purchased by County will be property of County, and all office equipment purchased by Contractor for its performance under this Contract will be property of Contractor.

Contractor shall inventory all equipment being utilized for health care services operation at PCJDC in January and July of each year for the term of the Contract, and provide a copy of the inventory to the County and PCJDC. Inventories must specify ownership of the items by the County, Contractor or PCJDC. County has the right to perform any and all inspections and inventories at any time.

Contractor is required to provide all medical supplies and replenish supplies as necessary to ensure that sufficient supplies are always on hand to permit Contractor to provide services to youth.

2. Accreditation, Licenses, Registration and Waivers

The Contractor shall cooperate with County to maintain compliance with the County's accreditation and regulatory obligations. Upon notification from any regulatory or accrediting agency that a site visit, survey, inspection, on-site review, or any other contact with the facility or

program is contemplated, the Contractor shall immediately notify the County and PCJDC and cooperate fully with County, the Court and all regulatory and accrediting agencies.

The Contractor shall not respond to any written correspondence from any regulatory agency without the express written consent of the County and the Court. The Contractor shall cooperate fully with the County and the Court to formulate a response to the regulatory or accrediting agency. The County shall file any Plans of Correction required. Any inquiry by an outside agency or party regarding health care operations should be directed to the County, who will inform the Court.

2.1 Arizona Department of Health Services Licenses

The PCJDC is licensed as an Outpatient Treatment Center through the Arizona Department of Health Services (ADHS). Regardless of whether or not the facility holds the license, Contractor is expected to comply with licensure requirements for an Outpatient Treatment Center and Behavioral Health Outpatient Treatment Center (www.azdhs.gov). County will pay any applicable license fees.

The County also requires that Contractor follow the Operational Standards and Best Practices for Juvenile Detention Care in Arizona as set forth in Section II.B.1, Health Services Information: <http://azcourts.gov/Portals/29/JSD%20Publication%20Reports/DetentionStandards04202011.pdf>

2.2 NCCHC Accreditation

PCJDC has been accredited with NCCHC since October 2004. The current accreditation expires in February 2019. The Contractor shall operate the health care services in compliance with the NCCHC standards and accreditation requirements on an ongoing basis. Failure to do so may be cause for termination of the Contract for non-performance. The Contractor shall renew and maintain this accreditation status, and bear all costs, including the NCCHC accreditation fee associated with that task. Failure to maintain NCCHC accreditation will have significant financial consequences per **Attachment A2-5**, Sample Business Requirements, and may result in termination of the Contract.

At its sole discretion and at its own cost, County may perform or cause to be performed a simulated NCCHC accreditation survey or surveys. Contractor must cooperate in such simulated survey(s) and must correct any and all deficiencies noted therein within 30 days of receipt of notice from County of such deficiencies.

In addition to the Pima County requirements set forth in this Contract, Contractor must comply with all NCCHC requirements as set forth in the NCCHC book titled Standards for Health Services in Juvenile Detention and Confinement Facilities (2015) or most recent version.

2.3 CLIA Certificate of Waiver

The PCJDC Medical Unit holds and maintains a Clinical Laboratory Improvement Amendments of 1988 (CLIA) Certificate of Waiver for certain onsite testing. The Contractor shall ensure that the health care service operation is compliant with the requirements of the waiver. The Contractor shall notify the County if the conditions of the waiver are no longer met and a higher level of laboratory certification is required.

Unless a higher level of laboratory certification is required, the Contractor shall keep current the CLIA Certificate of Waiver and shall file any required renewal applications and advise the County of such filings, including copies of updated certificates. The current CLIA waiver for PCJDC expires 11/26/2018. The County shall pay the necessary fees for renewal.

3. Standards, Policies and Procedures

The Contractor shall be responsible for providing health care services to all juveniles held in the custody of the Court in a manner that meets or exceeds the standard of care of a reasonable, prudent health care provider in the community. Contractor will embrace the philosophy of a team approach to treating youths in PCJDC and will work with the County and the Court to ensure that the goal of reducing the overall juvenile population is a consistent and top priority.

The Contractor shall provide onsite services that maximize cost containment without compromising the quality of medically necessary services. Contractor shall provide medically necessary services in a manner that complies with State licensure requirements (www.azdhs.gov), the relevant Standards published by the National Commission on Correctional Health Care (NCCHC) and the Administrative Office of the Courts' Detention Standards.

The Contractor shall recruit and retain staff to operate the health care services program in a manner that maintains NCCHC accreditation. Failure to maintain NCCHC Accreditation may be cause for termination of the Contract for non-performance.

Any initial policies and procedures and subsequent updates and changes utilized by Contractor must be consistent with the Court's and the County's policies and procedures. Contractor will request input from the County and Court on said policies and procedures.

Contractor must supply the County a draft copy of the site specific policies and procedures within 60 days of the start date of the new Contract term.

Beginning with the second year of the Contract, Contractor will provide to the County and the Court a complete set of site specific signed policies, procedures and forms by July 31 of each year for the duration of the Contract.

Contractor will provide copies of proposed new or updated policies and procedures for use at PCJDC to County and the Court for review and comment copies at least thirty (30) days prior to implementation.

4. Receiving and Booking

NCCHC Requirements: Please refer to standards Y-E-02, Receiving Screening, Y-G-06, Patients with Alcohol and Other Drug Problems, and Y-G-07 Intoxication and Withdrawal.

4.1 Screening and medical diversions

Contractor will begin a medical and mental health screening by an RN who has experience working with youth in a behavioral health crisis within 5 minutes of Contractor being notified, unless already responding to an emergency in Detention. All youth that present at the PCJDC will receive a screening, regardless of determination.

Upon arrival, all youth are administered the Massachusetts Youth Screening Instrument Second Version (MAYSI-2) by Detention. If the youth scores a "Warning" level on the self-harm or depressed-anxious scale, this information will be shared with the Contractor and, together with the results from the Contractor's mental health screen, Contractor will ascertain the youth's suicide risk level and the need for suicide precautions to be initiated in accordance with PCJDC policy and procedure.

The Contractor shall have a protocol to identify and send offsite for care those youth who cannot be safely or adequately treated at the PCJDC and require medical evaluation and treatment offsite, especially those youth exhibiting signs and symptoms of alcohol or drug overdose and those youth who score in the "caution" or "warning" levels for suicide risk on the MAYSI-2. Contractor shall respond to Cautions and Warnings on the MAYSI-2 according to PCJDC policy and procedure.

The initial mental health screening provided by the Contractor will include assessment of suicidal or homicidal ideation and determination of intent/plan. It will also include an assessment of overall psychiatric stability to determine if the youth can be safely maintained in the detention environment. Further assessment is required within 24 hours of the initial screening. The initial screening will also include a full evaluation of substance use, intoxication and/or the need for withdrawal protocol. Initial screenings will include toxicology testing for every youth being housed. See section 10.1 for additional information.

If the youth's condition cannot be stabilized safely at PCJDC, the youth shall be diverted to a local emergency department for evaluation and treatment. To the extent possible, the Contractor shall manage the care of the youth onsite to prevent medically unnecessary diversions.

The Contractor shall establish written protocols with local hospitals for referral of youths for medical clearance.

The Contractor shall maintain a log listing all youths medically diverted by the Contractor with information about the youth, reason for the diversion, where the youth was diverted to and any special instructions.

4.2 Intake

If the youth is medically cleared to continue the intake process, Contractor will conduct several queries into the youth's health background:

- a) Implement a procedure approved by the Pima County Behavioral Health Administrator to identify youth, within 90 minutes of intake, who are or have been enrolled in the Regional Behavioral Health Authority (RBHA) responsible for providing behavioral health services in Pima County and, if they are enrolled, whether they are diagnosed with a Serious Emotional Disorder (SED), and which agency is assigned to provide behavioral health services. Contractor must establish and implement procedures to coordinate continuity of care with community behavioral health providers and the assigned probation officer.
- b) Contractor will query the PCJDC Justice Tools database and the Arizona Supreme Court's Juvenile On-Line Tracking System (JOLTS) to determine whether a youth has prior detentions. Contractor will retrieve and review all available prior health care records of youth with prior detentions within 24 hours of medical clearance.
- c) Contractor will inquire of youth and/or their legal guardian and record in the health record any health insurance the youth currently holds and information relating to coordination of services.

Contractor shall identify youth with special needs or conditions and communicate health information necessary for observation, classification and housing of the youth to Detention staff using forms provided by PCJDC for that purpose. Any contagious illnesses, physical disabilities, activity restrictions, allergies or special diet needs must also be identified and communicated.

The Contractor shall develop a plan to identify and safely address withdrawal. The plan shall include the identification of the level of withdrawal that can be handled safely at the facility, how Contractor will provide withdrawal support and how juveniles who must be diverted to a local hospital will be monitored until they are transported to the hospital for medical evaluation. The plan shall also establish the procedures for monitoring a juvenile diverted for withdrawal upon return to Detention from the hospital.

Contractor shall create individualized behavior plans that includes identification of mental health issues, family dynamic considerations, trauma history, antecedent triggers, and de-escalation recommendations for use by detention staff. Such plans shall not be overly templated or use check boxes, but be in a narrative form that detention staff can utilize in dealing with the youth. Contractor shall be the conduit for helping to identify and create a behavioral plan that focuses on safety and maximizes therapeutic intervention.

4.3 Insurance Eligibility

Contractor will determine whether the youth has a third-party health insurance payer and, if there is no payer, will give that information to Pima Community Access Program (PCAP) for them to work with the legal guardian to determine financial eligibility for insurance.

5. Medical and Mental Health Assessments

NCCHC Requirements: Refer to standard Y-E-04, Health Assessment, and standard Y-E-05, Mental Health Screening and Evaluation.

The objective of the medical and mental health assessments is to ascertain the current physical and mental status (suicidal ideation/homicidal ideation with intent/plan) of each youth so that a baseline for chronic conditions can be established and continuity of care can be provided. All youth will be offered testing for Sexually Transmissible Infections (STIs) at the time of their physical examination. All youth must receive a mental health assessment within 24 hours from the time of admission, or, in the case of weekends, holidays or emergencies, within 72 hours of being admitted to the facility. The mental health assessment must determine if a community behavioral health provider is currently treating the youth for a mental disorder and identify any drug abuse and drug treatment history. Contractor has a responsibility to collaborate with the Court Detention Administration and officers to maintain stability for the youth. See also Section 10.3 of Exhibit A, Part II.

If the youth being admitted received a Mental Health Assessment at the PCJDC within the previous sixty days, Contractor is not required to complete the entire mental health assessment, but must update the prior assessment with new relevant information about the latest incident that led to the youth's incarceration and/or other pertinent information. The Contractor will create a Mental Health Assessment Update form, to be approved by the Pima County Behavioral Health Administrator, to update the mental health screen for youths that received a Mental Health Assessment within the previous sixty days.

Contractor staff (Physician, Physician Assistant, Nurse Practitioner or Registered Nurse) will complete a comprehensive medical assessment for all PCJDC youth within seven days after admission to the facility. All health assessments completed by an RN will be reviewed by a Physician. All youth will also be screened for tuberculosis within seven days of admission,

unless tuberculosis screening was conducted by Contractor on the youth within the last six months.

The Contractor shall make every effort to obtain youth health information from community providers as soon as possible, but no later than the next business day after booking, for use in developing a discharge plan for complex or critical cases.

6. Nonemergency Health Care

6.1 Sick Call Requests

NCCHC Requirements: Please refer to standard Y-E-07, Nonemergency Health Care Requests and Services.

The Contractor must establish policies and procedures for triaging and responding to each youth's sick call request (SCR) for non-emergency medical treatment. SCRs are to be prepared by the youth and triaged face-to-face with the youth by a Licensed Practical Nurse (LPN), a Registered Nurse, a Physician Assistant, or a Nurse Practitioner within 24 hours of receipt to ascertain the nature and urgency of the youth's complaint. Triage for a SCR should occur on the youth's living unit when medically appropriate and possible to reduce the number of youth needing to be brought to the medical unit. SCRs will be picked up no less than three times per day, seven days a week, in each occupied living unit and initially screened for emergencies prior to triage evaluation.

The triage evaluation will contain, at a minimum, a full set of vital signs, pulse oximetry and physical exam based on the chief complaint. A prescribing provider must be consulted regarding a youth with an acute or urgent condition within 24 hours of identifying the condition.

Contractor must establish a system acceptable to the County and the Court which tracks the SCRs from initial receipt to final disposition, including date of initial complaint, timeliness of response, and name and title of health care provider. Contractor shall track and report their performance as part of the monthly performance evaluation.

6.2 Special Needs

NCCHC Requirements: See standard Y-G-02, Patients with Special Health Needs.

6.2.1 Infectious Disease

NCCHC Requirements: See standard Y-B-01, Infection Prevention and Control Program.

Contractor will coordinate with the Pima County Health Department (PCHD) in the detection, prevention and treatment of communicable diseases, including but not limited to chicken pox,

measles, pertussis, tuberculosis, HIV/AIDS and sexually transmissible infections and report communicable diseases to PCHD as required by Arizona law, Federal law and, to the extent permitted by law, to the Court. All infectious diseases, with the exception of HIV/AIDS, shall be reported to Detention Administration immediately. Please refer to **EXHIBIT D**, Standards and Recommendations for Communicable Disease - PCADC and PCJDC.

If a youth is housed in the negative pressure room, a medical professional is required to monitor them. The need for negative pressure isolation will depend on the level of suspicion of a specific communicable disease. In the case of active tuberculosis, if there is a high level of suspicion, such as coughing, pulmonary cavities, very infectious (4+ on smear), etc., the youth would need to be transported to a hospital emergency department for further evaluation and treatment. If there is a low level of suspicion, such as a normal chest x-ray, no associated symptoms beyond the prolonged cough, the juvenile may be housed in one of the juvenile Detention Center's reverse airflow rooms until a final diagnosis is made or medical isolation is no longer required.

The Contractor is required to follow evidence-based recommendations regarding the screening, diagnosis and treatment of communicable diseases in correctional environments. At a minimum all youth must be offered universal opt-out screening for Gonorrhea, Chlamydia, Syphilis and HIV by urine or blood testing.

6.2.2 Chronic Disease Management

NCCHC Requirements: See standard Y-G-01, Chronic Disease Services

Contractor will analyze the PCJDC population to determine which diseases and illnesses are most prevalent, chronic, difficult and/or expensive to manage and implement such disease management strategies and best practices to treat youth as are clinically indicated. The Contractor shall establish chronic care management protocols consistent with recognized national clinical practice guidelines such as the American Academy of Family Practice, including type and frequency of diagnostic testing by disease category.

Contractor must confer with County's Behavioral Health Administrator to identify those strategies and best practices that are acceptable to County and the Court.

6.2.3 Oral Care

NCCHC Requirements: See Standard Y-E-06, Oral Care.

There are no dental facilities available at PCJDC. A dentist shall perform an onsite oral examination within 60 days of admission.

Contractor will not be responsible for providing or paying for dental treatment required that cannot be addressed onsite. If a dental examination discovers, or youth present with symptoms of dental problems, Contractor will only treat somatic symptoms such as pain or infection. For

all other dental related care, youth will be transported off site for care by a community dental provider. Off-site treatment will be at times and locations arranged by youth's legal guardian – and at their expense.

6.2.4 Health Care for Female Youth

NCCHC Requirements: See standards Y-G-08, Contraception and Family Planning Services, and Y-G-09, Counseling and Care of the Pregnant and Postpartum Juvenile.

Pregnancy tests will be offered to all females upon arrival and, if clinically indicated, urine drug screening and/or screening for sexually transmitted diseases.

The Contractor must establish policies and procedures specific to health care of pregnant youth, which must include, at a minimum, the following:

- Prenatal care that includes regular monitoring by an obstetrician and/or nurse practitioner;
- Provision of appropriate vitamins and dietary needs;
- Identification and disposition of high-risk pregnancies, to include appropriate referrals to a specialist physician or hospital facility;
- Management of chemically addicted pregnant youths;
- Comprehensive pregnancy counseling and assistance;
- Post-partum follow up care; and
- Health promotion and trauma informed care.

6.2.5 Restraints

NCCHC Requirements: See standard Y-I-01, Restraint and Seclusion

Health care services personnel shall respond at the time the code is called, for a Detention-imposed restraint by Detention staff. As part of the response, the Contractor will:

- (a) Assess a youth's condition (BP, heart rate, pulse oximetry, skin condition, evidence of edema, and circulation, movement and sensation (CMS) of all four extremities);
- (b) Inform Detention staff of any contra-indications to the imposition of the restraint;
- (c) Document the youth's condition in the youth's health care record;
- (d) Begin a "Restraint log" and maintain the log throughout the restraint period; and
- (e) Evaluate the youth at least every 15 minutes.

Contractor will use a "Restraint Log" to monitor youth in restraints. Contractor will document youth identifying information, age, housing location, date and time placed in restraints, actions taken by Contractor, and the time restraints were discontinued in the Restraint Log. Health staff documentation of monitoring of the youth's health condition during a restraint must be done so that an independent reviewer can clearly understand the chronology and content of the monitoring. Documentation of the use of restraints and Contractor's actions to monitor the

impact of the use of restraints on the youth's health must also be included in the youth's health record.

Contractor shall provide County with a monthly log of health care restraint assessments completed.

6.2.6 Eye Care

Contractor is not responsible for the costs of eye examination and corrective lens. Contractor shall be responsible for arranging eye examinations and corrective lenses when they are medically necessary. Contractor shall coordinate with the youth's legal guardian to identify the provider they use for such services, provide consent and make arrangements for payment.

6.2.7 Durable Medical Equipment (DME), Prosthetics, and Orthotics

Contractor must maintain adequate supplies of DME to meet the needs of youth. Contractor will provide and dispense, at its own expense, DME to youth as medically necessary.

6.2.8 Nutritional Services

NCCHC Requirements: See standard Y-F-02, Nutrition and Medical Diets

The Contractor shall coordinate with the support services manager to ensure the provision of medically necessary clinical diets. The Contractor shall ensure that nutritional services meet NCCHC Standards. Contractor shall provide a licensed or registered dietician to conduct bi-annual reviews of regular and medical diets for nutritional adequacy and whenever a substantial change in the menus is made.

6.2.9 Language Interpretation for Health Care Services

Contractor shall take reasonable steps to ensure meaningful access to health care services for persons who have Limited Proficiency in English (LPE), following the guidance "Federal Financial Assistance Recipients Regarding Title VI Prohibition Against National Origin Discrimination Affecting Limited English Proficient Persons" issued by the Department of Health and Human Services in the Federal Register, Volume 68, No. 153, Friday, August 8, 2003.

In particular, Contractor shall comply with the following guidance:

- Contractor shall use only interpreters who are fluent in both English and the second language that they are interpreting;
- Contractor shall provide, or arrange to be provided, training to interpreters in confidentiality, and obtain assurance that interpreters will maintain the confidentiality of information they receive during the course of their engagement; and
- Contractor shall make sure that all of its "vital documents" as described in the HHS Guidance are available in Spanish and in English.

6.3 Health Education

NCCHC Requirements: See standard Y-E-01, Information on Health Services; Y-F-01, Healthy Lifestyle Promotion; Y-F-05, Use of Tobacco; and Y-G-08, Contraception and Family Planning Services.

The Contractor shall design and provide an ongoing youth health education program that is compliant with the NCCHC Standards and meets Court security requirements. The Pima County Health Department will provide Sexual Health / Reproductive Education information as requested by the Court.

The Contractor shall coordinate educational content and scheduling with the respective education program coordinators and facility administration. The Contractor shall ensure that there is documentation of health education in the youth's health record.

6.4 Immunizations

The Contractor shall collect current immunization records for all youth through contact with schools or by accessing the Arizona State Immunization Information System (ASIIS) www.asiis.state.az.us to obtain information for those youth who are registered in the ASIIS system. The immunization status is required for all youth committed to any state correctional facility.

The Contractor will offer immunizations to youth housed at PCJDC in compliance with the Center for Disease Control and Prevention (CDC) / Advisory Committee on Immunization Practices (ACIP) vaccination schedule, with parental consent.

6.5 Coordination with Education

Contractor is required to work with the school staff at PCJDC. Contractor shall report health care information that impacts the youth's school performance and coordinate health care services that may be specified on a youth's Individualized Education Plan (IEP). Services on the IEP should not be duplicated by the Contractor.

Youth will not be removed from educational activities for healthcare activities of the Contractor, except in emergencies. Medical, Behavioral Health and dental appointments should not be scheduled during regular educational activity hours, which are Monday – Friday 8:00 AM - 4:00 PM. The Contractor shall offer all healthcare activities around these hours and shall not limit accessibility based on a Monday – Friday 8:00 - 5:00 schedule. Contractor shall have staff available from 3:00pm - 11:00pm for healthcare activities.

7. Pharmaceutical Operations and Administration of Medications

NCCHC Requirements: Please refer to standard Y-D-01, Pharmaceutical Operations; Y-D-02, Medication Services; and Y-I-02, Emergency Psychotropic Medication.

7.1 Pharmacy and Formulary

County does not possess and will not provide DEA certification or Arizona Board of Pharmacy permit to operate a pharmacy or dispense medications. Contractor must contract with a pharmacy that can provide medications in a timely manner at or below market cost. Contractor must provide pharmacy utilization reports to County as set forth in **Attachment A2-2** to this Scope of Work.

Contractor has elected to partner with AlixaRx for the pharmacy needs at PCJDC. Alixa Rx will offer pharmacy services through secure, automated dispensing systems located in PCJDC, using patient-specific packaging to detect and prevent errors, increase security, and maximize storage capacity. AlixaRx also offers integration with the electronic health record to improve nursing efficiency. Implementation of the AlixaRx system in PCJDC will be accomplished in the first year of the Contract, if approved by the Court and the Arizona State Board of Pharmacy.

Contractor must also demonstrate the ability to legally purchase pharmaceuticals from a local pharmacy so that the Contractor can ensure that medications are obtained and administered within twenty-four (24) hours of the time consent from the legal guardian is obtained to administer the medications. Clear protocols must exist for procuring and administering critical medications required immediately.

To facilitate continuity of care upon release and minimize the youth's risk of decompensating when back in the community, the psychotropic medications ordered for youth while under treatment in the PCJDC should be consistent with the formulary of the community behavioral health provider ultimately responsible for behavioral health services for the youth after their release. Contractor must ensure that any drug formulary it adopts includes accessibility to medications included in formularies used by the Regional Behavioral Health Authority (RBHA) in Pima County.

To achieve maximum benefit of efficiencies and reduced costs where appropriate, Contractor must use generic medications whenever possible and permit the substitution of generic for brand name drugs in its prescriptions.

Drafts of the Contractor's formulary, policy and procedures must be site specific and must be provided to the County by July 1, 2018. The formulary and policies must be approved by the County by August 1, 2018. Thereafter, any changes in formulary and/or changes in policies and procedures must have prior approval of the Behavioral Health Administrator.

7.2 Administration of Medications

Contractor has elected to partner with AlixaRx for the pharmacy needs at PCJDC. AlixaRx will offer pharmacy services through automated dispensing units (ADUs).

CONTRACTOR will provide site-specific training for all nursing staff, on administration of medications. During initial orientation, and annually, all staff working with medications will receive training on all aspects of medication administration.

Medications must be administered to youth in the living units. Medications are passed twice a day to minimize the impact on PCJDC personnel while ensuring medication administration meets the health needs of the youth. The Contractor's written plan for the daily delivery and administration of medications will be submitted for approval by the Court and the County after the Contract is awarded.

Contractor will comply with Arizona State Board of Pharmacy regulations regarding the acquisition, storage, dispensing, monitoring and disposal of medications and the documentation thereof. Failure to maintain accurate documentation confirming that medications have been administered to youth as prescribed may be cause for termination of the Contract for non-performance.

In addition to applicable federal and state reporting requirements, Contractor must report any theft or loss of medications and/or medical supplies to PCJDC and the County, verbally and in writing, within 24 hours of discovery of such theft or loss.

The Contractor shall provide policy and procedures for removal and disposal of any and all outdated, unneeded, or surplus medications. Outdated medications will not be kept onsite.

7.3 Bridging Medications

After a youth's arrival at the PCJDC, Contractor's qualified healthcare professional will immediately, but no later than two hours from time of intake, endeavor to contact the legal guardian regarding any youth who has been taking prescription or over-the-counter medications prior to their admission to the PCJDC to obtain permission to administer medications and, if necessary, request that the youth's medication be brought to the PCJDC. The youth's assigned Probation Officer or Detention staff may be requested to pick up the medication for delivery to the health unit if the legal guardian is not available. Contractor will make earnest attempt(s) to verify all medications through the community provider or dispensing pharmacy.

Once verification and permission is obtained, Contractor will continue the youth's current prescribed medication(s) within 24 hours unless, in the best professional judgment of Contractor's prescribing provider, a change in medications is clinically necessary. Contractor will obtain and pay for the required medications while continuing to attempt to obtain medications from the legal guardian.

If the medication(s) are brought to the Detention Center by the legal guardian, they will be dispensed to the youth without interruption of the medication regimen, no later than 24 hours from the time of receipt. This includes those youth newly admitted to the facility and those who have been referred for treatment services outside the facility who receive new prescriptions. Contractor will establish a protocol for verifying, receiving and authorizing use of medications brought to the facility for the youth.

If patient reported medications cannot be verified, or patient presents with symptoms or conditions that require a provider assessment for medications, the nurse will schedule the initial provider appointment no less than 24 hours after booking for high risk conditions and no later than 48 hours after booking for less time-sensitive health conditions. Acuity of these needs will be based on the RN findings which must be documented in the initial assessment of observed/reported symptoms of the patient.

If consent from the legal guardian to administer bridge medications has not been obtained after 48 hours and there is no urgent need, Contractor should contact the youth's Probation Officer and Detention Administration for assistance and not administer medication until consent is obtained. If there is an urgent need, Contractor should seek Detention Administration's assistance in obtaining an administrative order to allow administration of medications. If prescribed medications are not available from the legal guardian and cannot be verified through community resources, the youth will be referred to the prescribing provider for evaluation and continuation of the medication.

7.4. Medications upon Release

Contractor will comply with all NCCHC standards with respect to discharge planning, including those related to medications provided to youth upon release. At the time of discharge, healthcare staff will complete a PCJDC authorized form to ensure medications provided at discharge are documented.

For youth who have some form of healthcare coverage that will cover the cost of prescriptions and do not have a minimum of seven days' supply of prescribed medications at the time of discharge, the prescribing provider will write a prescription adequate to provide the youth with seven days' supply of the prescribed, approved medications.

For youth who do not have community healthcare coverage at the time of release, Contractor will provide prescription medications for a minimum of seven days through the contracted pharmacy, as approved by the prescribing provider. Limitations may apply to all controlled substances and medications with potential for abuse.

7.5 Hazardous Waste

PCJDC will remove and dispose of hazardous waste at their facility.

8. Diagnostic Testing: Laboratory and Imaging Services

NCCHC Requirements: See standard Y-D-04, Diagnostic Services.

8.1 Diagnostic Laboratory

Contractor must, directly or through contract, perform all clinical diagnostic laboratory testing required for the diagnosis and treatment of youth. County has obtained a CLIA waiver for laboratory testing at PCJDC. Contractor will limit its onsite diagnostic laboratory testing to those services permitted under the waiver. In the event the Contractor determines it would be in its best interest to perform additional testing onsite, Contractor will, at its own expense and with approval from the Court, obtain all necessary CLIA and state authorizations to do so, and must operate its onsite diagnostic laboratory testing functions in a manner consistent with such authorization. Any changes regarding the waiver and policies will be approved by the County in advance.

Contractor will perform placement testing of blood (RPR) for youth committed to the Arizona Department of Juvenile Corrections (ADJC) prior to their transfer. Contractor will make every effort to expedite processing of the rapid plasma reagin (RPR) test when youth are awaiting transport to ADJC.

The Contractor shall ensure that the contracted provider can respond timely for stat testing and reporting. At its own expense, Contractor must acquire and maintain all equipment and supplies necessary for specimen collection, preparation and storage of laboratory specimens pending transport.

8.2 Diagnostic Imaging

Contractor will arrange for all diagnostic testing, including imaging and diagnostic laboratory testing, required for the diagnosis and treatment of PCJDC youth. Contractor will make every effort to expedite processing of the rapid plasma reagin (RPR) test when youth are awaiting transport to the Arizona Department of Juvenile Corrections (ADJC).

Youth in the custody of the Court must be sent offsite for radiological services. Contractor shall contact the youth's legal guardian to identify the provider they wish to use for the diagnostic testing, provide consent, and make payment arrangements.

9. Emergency Services

9.1 Emergency Medical Treatment

NCCHC Requirements: See standard Y-E-08, Emergency Services.

The Contractor must establish, in coordination with the PCJCC Administration, policies and procedures for responding to medical emergencies for youth and personnel onsite in the Detention Center 24 hours per day, 7 days per week. Contractor shall contact PCJDC staff to summon all emergency medical services, including calling 911. The Contractor shall not be responsible for responding to emergency calls in the Court Center unless it involves a youth currently housed at the Detention Center or a youth pending admission to Detention or awaiting offsite transport for health care services. The Court shall call 911 for all other emergencies occurring in the Court or Administration Offices.

The Contractor must implement a system that tracks the emergency medical requests from initial receipt to final disposition, including date of event and name and title of health care provider who provided treatment. The Contractor must include in the monthly statistical report to the County information on all emergency medical responses.

The Contractor shall assist custody staff in providing first aid and cardiopulmonary resuscitation services until emergency medical services (EMS) arrive.

Pima County's Automated External Defibrillators (AED) program is a "trained responder" program. The County has provided an AED in the Juvenile Court Center and one in the PCJDC. The Contractor is expected to train their personnel and to regularly monitor the readiness of this equipment.

Contractor will make available to County an on-line reporting system for sentinel events.

9.2 Emergency Preparedness

NCCHC Requirements: See standard Y-A-07, Emergency Response Plan.

The Contractor shall consult with the Court regarding the role of Contractor in the PCJCC emergency response and disaster plans. Contractor shall cooperate and participate in the County's emergency plans administered by Pima County Office of Emergency Management and Homeland Security unless Detention Administration determines otherwise.

Disaster and man-down drills shall be conducted in accordance with NCCHC requirements.

10. Behavioral / Mental Health

NCCHC Requirements: See standard Y-G-04, Basic Mental Health Services; Y-G-05, Suicide Prevention Program; Y-G-06, Patients with Alcohol and Other Drug Problems, and Y-G-07, Intoxication and Withdrawal.

10.1 General Behavioral Health Services

Contractor must operate a comprehensive behavioral health services program that includes evaluation, diagnosis, treatment of mental illness, and discharge planning for all youth. Contractor must utilize trauma-informed care throughout all behavioral health services delivered to the youth and support a trauma-informed culture and environment at the Detention Center. In addition to compliance with applicable NCCHC standards and Arizona licensing requirements, Contractor will provide behavioral health services consistent with current best practices, with particular attention to:

- a) Mental Health screenings;
- b) Trauma Assessment using the Traumatic Events Screening Inventory for Children (TESI-C);
- c) Substance Use Assessment and Treatment;
- d) Administration of appropriate psychotropic medication needed to address identified symptoms;
- e) Coordination of care with all community behavioral health care providers, including RBHA network providers;
- f) Suicide prevention;
- g) Stabilization and treatment of youth with serious emotional disorder;
- h) Coordination with PCJDC Detention and probation staff to ensure the safety and security of youth suffering from mental illness; and
- i) Participate in behavioral plan creation and implementation.

Within 24 hours of completion of the mental health assessment performed during admission, Contractor must coordinate with all applicable community providers to:

- a) Contact the youth's community provider;
- b) Obtain the youth's health records and most recent medication regimen;
- c) Coordinate care while detained;
- d) Begin a plan to coordinate services for the youth at the time of release from the facility (discharge planning);
- e) Participate in behavioral plan creation and implementation; and
- f) For RBHA enrolled youth, participate in Child Family Team and/or other case management meetings.

The Contractor is required to maintain at all times an accurate listing of current and previous youth diagnosed with a Serious Emotional Disorder (SED), as well as all other youth with a mental health diagnosis.

The County expects the Contractor to be vigilant regarding youth behavioral health needs and treatment from the time youth arrive at the PCJDC through their release or transfer. Contractor will respond to any reported acting-out behavior including youth's statements or self harm behaviors that need professional behavior intervention and schedule follow-up within 24 hours, or sooner if clinically appropriate.

The psychiatrist or mid-level psychiatric practitioner will see youth as clinically appropriate or when requested to do so by Detention, probation staff or the Court.

Contractor will work with detention to provide a positive structured group process for youth in each housing unit (6 housing units). In addition to any groups offered by the Court or detention staff, Contractor will provide three one-hour sessions per week, in the evenings and/or weekends, to discuss topics of youth's interest, as well as subjects related to healthy versus risky behaviors, including but not limited to:

- Peer mentoring;
- Dialectical Behavior Therapy (DBT) / Cognitive Behavioral Therapy (CBT);
- Issues related to trauma;
- Learning better affect regulation and challenging belief systems that endorse violent, delinquent, and criminal behaviors;
- Anger Management;
- Adverse Childhood Events (ACEs);
- Morality as a modality;
- Nutrition;
- Benefits of exercise;
- Exploration of the challenges of growing up and becoming a responsible citizen; and
- How to handle grief and loss issues.

10.2 Suicide Risk & Prevention

Contractor will work with PCJDC staff to implement and participate in a comprehensive, multi-disciplinary suicide prevention program. Contractor will immediately coordinate with PCJDC Detention staff and a prescribing provider, regarding youth who are confirmed to be at risk of suicide or self-harm to implement those safety and suicide prevention precautions that best suit the youth's circumstances and needs.

When a youth is actively suicidal and/or requires hospitalization in a Level I facility, Contractor will coordinate with Detention staff to determine mode of transportation and activate the emergency protocols. Contractor will notify Detention and the County Behavioral Health Administrator immediately.

In the event of a suicide or suicide attempt, Contractor must (a) review the events and circumstances surrounding the suicide or suicide attempt and, in coordination with the Detention staff, implement process improvements to reduce or prevent similar events from recurring and (b) cooperate in the performance of any Quality Review that County or the Court may conduct and correct any deficiencies noted.

10.3 Assessments and Treatment Plans

All youth being admitted to PCJDC will receive a Mental Health Assessment within 24 hours from the time of an admission. If the youth was previously booked within 60 days, an updated

Assessment shall be completed and filed in the youth's chart. The Mental Health Assessment shall include:

- a) Behavioral health conditions;
- b) Trauma;
- c) Substance use history;
- d) Depression and/or anxiety;
- e) Psycho/Social history;
- f) A treatment plan based on the assessments and staffing the information with the psychiatrist for approval of such plan; and
- g) A behavioral plan (to assist all staff in working effectively with youth while in the Detention setting).

After assessing the youth, the behavioral health professional will prioritize scheduling a face to face visit for the youth with the psychiatrist, based on clinical need. The psychiatrist will review each treatment and/or behavioral plan and sign off on such plan for the medical record on his/her next visit but in no case more than seven days from the time of the assessments.

Contractor must identify youth with mental health and behavioral problems quickly so that a medical and mental health treatment plan can be initiated as soon as possible based on acuity and clinical need. Contractor will develop a multidisciplinary treatment plan that includes, but is not limited to, input from community providers, results of neuropsychological and IQ testing, and school IEPs. Such a medical and mental health treatment plan shall be in addition to any separate Court plan that may be developed. Mental Health staff will also work with Detention Officers to assist them with the creation and effective implementation, management and measurable outcome of behavioral plans when requested.

Mental Health staff will communicate with Detention staff, the youth's Probation Officer and the Court regarding the current status of, and the youth's response to, his/her treatment plan, behavioral plan, and discharge plan and will identify any community safety concerns. Mental Health staff will collaborate with the youth's community mental health provider to maintain continuity in the treatment plan upon release.

Contractor shall participate, in person, with all treatment and discharge planning when requested by the Court. Contractor will attend all Child and Family Team (CFT) meetings, unless requested not to by the Court.

10.4 Substance Use Treatment Programs

Contractor will have in place policies and procedures to identify youth who are either intoxicated, at risk for withdrawal, or exhibiting symptoms of withdrawal. Contractor is required to treat the above conditions and provide observation while youth remain on site. Contractor will provide a full evaluation of substance use, including toxicology testing for every youth being housed at PCJDC. In the event the youth requires inpatient medical detoxification, CONTRACTOR will follow procedures to send youth out to inpatient facility for stabilization.

In addition to the sessions listed in Section 10.1, Contractor will provide three one-hour sessions per week of structured group discussions related to substance use and relapse prevention. Contractor will coordinate their substance use programming in partnership with any recovery support programs offered by the Court. However, any substance use programming provided by the Court will not count towards the three required sessions.

11. Services not Provided by Contractor

NCCHC Requirements: See standard Y-E-12, Continuity and Coordination of Care During Incarceration.

Contractor must provide services onsite whenever it is feasible and clinically appropriate to do so according to Contractor's best professional judgment. Contractor must minimize the extent to which youth need to be transported offsite for health care services.

Contractor will refer youth to providers in the community as medically necessary when Contractor is unable to provide safe and adequate healthcare services onsite. Contractor will ensure that off-site services provided are medically necessary and youth are returned for on-site care as soon as is medically appropriate.

Contractor must coordinate with PCJDC administration to arrange for transportation to and from community providers for all offsite services.

Contractor will provide to County current and updated policies and procedures for sending youth off-site for inpatient or outpatient services. Policies and procedures should include flow diagrams and contact information for key points of contact, including but not limited to, PCJDC administration, County's management, hospitals, and medical and behavioral health community providers.

The providers of offsite services shall bill third party payers or the legal guardian if the youth is not covered by health insurance. In the case of PCJDC only, Contractor shall not be financially responsible for the provision of offsite services.

11.1 Outpatient services provided in the community

If a youth requires non-emergency services from a community provider, the legal guardian is to be contacted to identify the provider they utilize for such services, provide consent to treat, and collaborate with the Contractor to schedule an appointment. Contractor will contact the assigned probation officer if a legal guardian cannot be contacted and the youth is at risk if treatment is not provided quickly. Contractor will also notify the youth's Probation Officer of all offsite health appointments and verify that the appointment does not conflict with the youth's scheduled court hearings.

Except in emergency situations, referrals for off-site services must be approved by the Medical Director or designee prior to service delivery. Contractor must provide all relevant health records, including diagnostic testing results, notes and medication administration records, to the community provider selected for consultation. Contractor will integrate community providers' consultations into youth health records.

The Contractor is responsible at all times for coordination of care to ensure that the health record of all youth returning to Detention from treatment by community providers is clear as to the diagnosis and plan for continued treatment, including medications and follow-up services so that the Contractor can coordinate care and comply with the discharge instructions.

The Contractor shall establish a system to ensure that ordered testing is done and that reports of testing are received and reviewed in a timely manner. Each off-site referral to a community provider must result in a legible consultation/treatment report in the youth's health record within forty-eight (48) hours of the encounter.

11.2 Inpatient services provided in the community

In the event a youth is admitted to a hospital, the Contractor shall notify a legal guardian and the youth's Probation Officer of the admission as soon as possible and the County Behavioral Health Administrator within 24 hours of the hospital admission. Except in the event of an emergency, inpatient services provided in the community must be approved by the Behavioral Health Medical Director or designee. The Behavioral Health Medical Director may be able to assist with getting a youth admitted in a mental health hospital when placement is an issue. The legal guardian should 1) provide consent to treat to the hospital; 2) make payment arrangements to pay for services; and 3) if appropriate, work with the Contractor and the County to complete an AHCCCS application. The Contractor shall track the health progress of each youth who remains detained while an inpatient at a hospital and discuss with hospital discharge planners the appropriateness of the youth returning to Detention where the Contractor is the treating provider. If a determination is reached where the youth is deemed not appropriate to return to detention, a court order must be obtained to identify an alternate discharge plan. Youth can only be discharged from the hospital to Detention, unless a court order states otherwise.

Contractor will provide Utilization Management services for all inpatient stays for youth who remain in custody of the Court.

Contractor will ensure that its physicians communicate with local hospital staff and the Crisis Response Center, including visiting local hospitals and other facilities as appropriate, to discuss alternatives to inpatient status, cost-effective settings for housing youth, and expeditious discharge of youth to be returned to the PCJDC or housing in an alternative setting.

The Contractor shall develop relationships and communication methods with local hospitals to conduct concurrent review and facilitate discharge planning as soon as the youth is admitted to

a local hospital. Contractor shall monitor the condition and progress of the youth while hospitalized and, without compromising the youth's medical condition, facilitate the youth's transfer to PCJDC as soon as possible.

12. Release and Transfer Planning

NCCHC Requirements: See standard Y-E-13, Discharge Planning

12.1 Planned Releases

From the point of admission, Contractor will coordinate with PCJDC, community medical and behavioral health providers, the RBHA, RBHA network providers, the Arizona Long Term Care System (ALTCs), the Tribal RBHA (TRBHA), Indian Health Services, the Court and any other appropriate individuals or agencies to create a discharge plan to coordinate services for youth upon release. Contractor will develop policies and procedures to maximize the benefit of PCAP (see Section 4.3) or their agent's activities at PCJDC designed to maximize the use of available systems in planning for release. The Pima County Behavioral Health Administrator and the Director of Juvenile Court must approve policies and procedures related to Coordination and release planning

Contractor will participate in person in Child and Family Team meetings, as requested by the Court, with representatives of the PCJCC, PCJDC, health care providers (including by way of example but not limitation, those affiliated with the RBHA, Court-sponsored programs or the community at large) and the youth's legal guardian.

Remaining medications provided by legal guardian must be returned in their entirety to the legal guardian.

The Contractor shall coordinate with the Pima County Health Department (PCHD) to ensure follow-up for those youth that are released and require follow-up related to a reportable communicable disease (see **EXHIBIT D**). If a youth is released before laboratory results are received, the Contractor shall make every effort to mail the laboratory results to the youth's last known address with instructions for follow-up by the PCHD. Contractor shall also file all mandated reports with PCHD for communicable diseases.

Detention Officers will contact the Contractor when a youth is ready for release. Discharges to the custody of a legal guardian must include a conversation and a written discharge summary regarding continuing medication and treatment after discharge. A copy of this discharge summary will be added to the youth's medical record.

12.2 Transfer to a Correctional Facility

The Contractor shall establish and implement a procedure to communicate confidential critical health information of a youth that is transferred to another correctional facility. At a minimum, the Contractor shall complete a transfer summary and send it with the youth at the time of transfer. The Transfer Form shall include:

- Medical, dental and behavioral health history (including suicide attempts or ideation and drug and alcohol abuse), and hospitalizations in the last two (2) years;
- Active diagnoses, current status and treatment plans;
- Current medications prescribed (including prescription and over-the-counter medication);
- Allergies to medications and food;
- Date and results of most recent tuberculosis testing and other communicable disease tests;
- Immunization records when available;
- Results of any current physical examinations;
- Date and results of most recent diagnostic testing related to active diagnoses; and
- Contact information for Contractor.

For youth being transferred to the Arizona Department of Juvenile Corrections, Contractor will make every effort to expedite processing of the rapid plasma reagin (RPR) test and provide a three day supply of the youth's current medications to accompany the youth.

Upon release of a youth to federal authorities, Contractor shall provide a short medical summary and eight hours of the youth's current medications.

12.3 Transfer to a Residential Treatment Center or Other Out-of-Home Placement

When a youth is transferred to a residential treatment center or other out-of-home placement, Contractor will provide a copy of the youth's health record, including the medical exam and mental health treatment plan, when requested by the Court. Youth being placed in an out of home placement must have a transfer document sent with them.

12.4 Returning Youth Pursuant to Interstate Compact

Pursuant to ARS §8-362, youth who run away, escape, or abscond from the supervision of another jurisdiction are subject to being detained by law enforcement and taken to the PCJDC to await pick-up by the other jurisdiction. Conversely, youth who run away, escape, or abscond from Pima County may be detained in another jurisdiction and subsequently returned to PCJDC. The Contractor shall provide health care services to these youth when at PCJDC and shall provide necessary health information (if available) for a Pima County youth housed in another jurisdiction.

13. Health Records Management

NCCHC Requirements: See Section H of Standards for Health Services in Juvenile Detention and Confinement Facilities (2015).

13.1 Ownership of Health Records

The State of Arizona through the Juvenile Court is the sole owner of all health records for youth in the custody of the Court. Only the Court will provide authorization for access to these records.

The Contractor shall be solely responsible for the cost of development, maintenance and security of health records. All liability for security breaches by Contractor lies with the Contractor.

All Court and County Confidential Information including, without limitation, any County Data and health information owned by the County or health records owned by the State, whether in existence at the Effective Date and/or compiled thereafter in the course of performing the Services, shall be treated by Contractor and its subcontractors as the exclusive property of the County and Court and the furnishing of such Confidential Information, or access to such items by, Contractor and/or its subcontractors, shall not grant any express or implied interest in such Confidential Information to Contractor and/or its subcontractors.

Contractor's and its subcontractors' use of such Court and County Confidential Information shall be limited to such use as is necessary to perform and provide the Services. Upon demand by the designated County or Court staff at any time and from time to time, and without regard to a Party's default under the Agreement, Contractor and/or its subcontractors shall promptly deliver to said designated staff Confidential Information and Data to the requesting staff in electronic format and in such hard copy as exists on the date of the request by the requestor. Such data shall not be accessible by any other Customer or Vendor of Contractor unless express written approval is provided by the County and Court and all appropriate legal documents have been signed by all Parties.

13.2 Electronic Health Records

The Contractor is required to manage youth health information at the PCJDC utilizing an Electronic Health Record (EHR). The Contractor is required to use an Electronic Health Records (EHR) that is meaningful-use certified by the Office of the National Coordinator for Health Information Technology (ONC). The Contractor has selected to use Fusion GE Centricity as their EHR solution in Pima County. Contractor will provide a backup system in case of system is not operational at any point.

Contractor has assured County that Fusion GE Centricity will be able to produce query reports to address most of the Performance Indicators seen in **Attachment A2-4** and the Statistical Data Reporting in **Attachment A2-1** as well as ad hoc queries requested by the County or the Court.

Information regarding youth at PCJDC must be partitioned to allow only those working and providing care in the PCJDC to have access to the youth's health record.

Contractor shall work cooperatively to ensure data from the existing EHR is transferred to the new EHR (if applicable) to minimize disruption in treatment of youth.

13.3 Maintenance of Health Records

The Contractor shall ensure that a centralized health record that includes all medical, dental and behavioral health records is initiated and maintained for each youth admitted to PCJDC. The Contractor is responsible for the maintenance and retention of a complete, standardized health record for all youth in accordance with prevailing medical regulations for confidentiality, retention and access and established Court operating policies and procedures. Only one record shall be maintained for each youth until he/she turns eighteen years of age.

The health record shall be customized for a detained population and include all health care services provided to the youth onsite and offsite in a current, detailed, organized and comprehensive manner that permits effective patient care and quality review. In addition to the information required by NCCHC, all health records will contain results of database queries (such as information from the RHBA or the Statewide Health Information Exchange), including documentation when no record is found. All records must be electronically dated and signed.

Backup and recovery procedures for the EHR data must be defined, documented, and periodically tested with results and work plans published. Customer support for the EHR software package must be available at all times. Additionally, a data dictionary will be provided to the County on the effective date of the Contract.

Contractor shall establish a Health Records and Forms Committee, including Detention, the Court, medical and behavioral health staff, the County's Behavioral Health Administrator and Behavioral Health Medical Director, and others as designated by County. This Committee will be responsible for reviewing and developing forms to be included in the health record subject to approval from the Court.

13.4 County Access to Health Records

County may conduct quality assurance, utilization and other performance reviews from time to time that require review of patient charts. Contractor must make space available for County's use to perform such reviews and must provide County with electronic access to medical records requested. Contractor agrees to permit read-only access to the database containing the EHR

system data for purposes of creating reports essential to health planning, policy and grant preparation as well as operational assessment.

Contractor must operate the health records function so as to ensure that records are readily available to providers treating the patient, to reviewers performing quality assurance/utilization/performance improvement reviews and to authorized Court personnel.

The Electronic Health records must be available to designated staff in the Pima County Behavioral Health Department and the Court at all times, to include during or immediately following a major event. The Contractor may lock the record to preclude new entry but must make it available in read-only format to the above designated staff.

13.5 Confidentiality and Release of Health Records

The County has determined that the Medical Unit at PCJDC is a "covered entity" as defined in 45 CFR 160.103. Contractor must safeguard the confidentiality and security of the health information of all persons in Detention in compliance with the standards and regulations adopted by the Department of Health and Human Services in the Health Insurance Portability and Accountability Act (HIPAA) Privacy and Security Rules. Contractor will comply with the policies and procedures established by the Court and all applicable laws regarding confidentiality and security of such information.

See **EXHIBIT C** for the Business Associate Agreement.

13.6 Release of Health Records

All requests from external sources for copies of Health Records of youth currently or at any time under the jurisdiction of the Court from external sources shall be directed to the PCJDC Administration for approval. Upon approval, PCJDC shall forward those requests to the Contractor for completion.

If any member of the Contractor's staff is served with a subpoena for Health Records, a copy of the subpoena is to be delivered to the Court Administrator if it relates to youth who are or have been under the jurisdiction of the Court. The Court Administrator has full responsibility for responding to the subpoena for youth under the jurisdiction of the Court.

For youth released to the community and required to return to school, Contractor shall establish procedures acceptable to PCJCC to expedite the provision of health records necessary for the youth to return to school.

Legal guardians are entitled to a copy of the youth's health record upon request.

13.7 Storage and Retention of Health Records

Health records shall be retained as required by Arizona Revised Statute A.R.S. § 12-2297, Retention of Records, which states that health records where the patient is under 18 should be retained either for at least three years after the child's eighteenth birthday or for at least six years after the last date the child received medical or health care services from that provider, whichever date occurs later.

All Health Records (paper records and electronic medical records) for youth under the jurisdiction of the Court that are less than eighteen (18) years of age shall be housed in the Health Care Unit offices. PCJDC will provide a file system for storage of active paper Health Records. Each month the Contractor shall pull the Health Records for youth who turn eighteen (18) years of age and prepare for archive storage per the Court policy and procedure for record retention and disposition.

13.8 Control of Data Provided by Pima County

For those projects and contracts where the County has provided data to enable the Contractor to provide contracted services or products, unless otherwise specified and agreed to in writing by the County and the Court, Contractor shall treat, control and limit access to said information as confidential and under no circumstances release any data provided by the County during the term of this agreement and thereafter, including but not limited to personal identifying information as defined by A.R.S. § 44-1373, and is further prohibited from selling such data directly or through a third party. Upon termination of the associated agreement or completion of the required contractual intent, whichever occurs sooner, Contractor shall not retain any copies of data and return, or, if return is determined by County to be infeasible, destroy, all data within 30 days.

13.9 Data Availability and Security

During the term of this agreement and upon termination, as requested by the Court or County, Contractor will provide at no cost to the County daily standard SQL database backup files of the complete EHR and/or a standard formatted export file. Contractor also agrees that all Court and County information housed within the Contractor's EHR solution is private and owned by either the Court or County respectively and is not to be shared with any other customer, vendor or third party unless the Court and County grants that right.

Contractor also agrees that:

- Information will reside in highly secure and redundant servers. The servers will be physically secure, with employee and customer access / monitoring control practices in place and adhered to, and customers / visitors are escorted at all times within the room where the servers are located;
- In the case of short-term outages, defined to be 24 hours or less, Contractor will implement their contingency procedures using a paper process as described in Question

- 69 of Contractor's response to the RFP, which is included as a part of this agreement by reference as if set forth in full herein;
- In the case of extended outages, defined to be over 24 hours, the EHR system will be operated from an off-site "hosted" solution. Access to the recreated database will be given to the site end-users in order to facilitate documentation of medical operations. This connection will be maintained until the facility's database is back online;
 - The data center environment will be physically secure, with employee and customer access / monitoring control practices in place and adhered to, and customers / visitors are escorted at all times within the data center environment;
 - Security release upgrades and monitoring practices will be in place and adhered to, and Contractor security practices will require critical Contractor security patches to be implemented within 24 hours of Contractor's release of the security patch;
 - Intrusion detection will be conducted by the Contractor at least once per year with results published to include actions taken by the Contractor. Results will be made available to County and Court for review;
 - Retention of an independent third party to perform a HIPAA Security and Privacy audit will occur; and
 - Subsequent HIPAA Security and Privacy audits will be conducted annually and results submitted to the County on or before October 1 each year.

14. Training for Detention Officers

NCCHC Requirements: See standard Y-C-04, Health Training for Child Care Staff.

Contractor will provide 40 hours per year (unless less is agreed to by PCJDC administration) to PCJDC Detention Officers on such topics as first aid for first responders, suicide prevention, crisis intervention, ACEs study, how to recognize and respond to mental illness in the detention setting, developing and implementing both treatment and behavior plans, how to recognize and respond to the symptoms of alcohol and drug withdrawal, how to build rapport and de-escalate situations in order to prevent the application of restraints and other topics that, in collaboration with the PCJDC administration, are relevant and beneficial to their staff's ability to manage youth in a safe and secure environment. Contractor shall submit a report that details all trainings, including attendee sign-in sheets, curriculum, and participant evaluations to be submitted by December 31 of each year to Pima County Behavioral Health, commencing the first year of the Contract.

15. Personnel

NCCHC Requirements: See Section C in Standards for Health Services in Juvenile Detention and Confinement Facilities (2015) and standard Y-A-02, Responsible Health Authority.

15.1 Hiring Requirements for Health Care Staff

The Contractor shall, prior to assignment of any licensed health care provider, obtain primary verification that the provider possesses the necessary licensure to perform their duties and that the provider's license is in good standing with the applicable licensing or regulatory board(s) including the Board of the State of Arizona (e.g. Board of Medicine, Board of Nursing, etc.) prior to hiring the individual. The Contractor shall be responsible for professional credentialing and any associated costs. The credentialing files shall be retained by the Contractor and made available to County for monitoring as requested.

Personnel filling non-administrative positions at PCJDC must have experience as follows: the medical prescribing provider shall be a pediatrician or family doctor, the psychiatrist must be an adolescent psychiatrist with recent and long term experience working with adolescents, and all other clinical staff should have experience working with youth in behavioral health crisis. Contractor should coordinate recruitment of staff for the PCJDC with the Court.

The Contractor may only utilize personnel who pass the background and child abuse registry check required by PCJCC. Health care services personnel delivering services to youth must comply with PCJCC's random drug testing requirements, at Contractor's expense. Employees of the Contractor will not be allowed to work inside the facility if they have ever been charged or convicted of violating the Prison Rape Elimination Act guidelines, abusing residents, having inappropriate contact with prisoners or introducing contraband to a correctional institution. The Contractor should include these questions in the screening process for all new and existing employees.

The selection of designated leadership positions will be subject to the advance approval of the County Behavioral Health Administrator, who will obtain input from the Court. Leadership positions for purpose of this requirement are the Health Services Administrator, the Medical Director, and the Director of Behavioral Health. If the Contractor has not filled a leadership position with a permanent replacement within thirty (30) days of vacancy, County, with input from the Court, must approve the person appointed to fill said interim position and Contractor's recruitment plan. Leadership personnel serve at the discretion of the Court. See County policy BH-08 for further information.

Prior to assignment of any health care staff to provide services under this Contract, Contractor will document that each person employed or engaged by Contractor has:

1. Training in Blood and Body Fluid Precautions as set out by OSHA standards;
2. Immunization for hepatitis B or, in the alternative, an OSHA declination of such immunization;
3. Trained and certified in Basic Life Support – Cardiopulmonary Resuscitation (BLS-CPR) with re-certification every two years and AED use with re-certification on an annual basis;
4. Annual Tuberculin skin test, chest x-ray or other acceptable health test or survey; and

5. Immunization for or immunity to measles and rubella.

Contractor shall, prior to assignment of any health care staff to provide services under the Contract, provide evidence of compliance with the requirements set forth in A.R.S. § 41-1758.01 *et seq.* A.R.S. § 13-705 and A.R.S. § 41-2814.

Contractor must credential its professional personnel in a manner that meets or exceeds AHCCCS credentialing requirements set forth in Arizona Health Care Cost Containment System, AHCCCS Medical Policy Manual, Chapter 900 Quality Management and Performance Improvement Program.

Contractor shall validate subcontractor and employee status against the United States Department of Health and Human Services Office of Inspector General (OIG) List of Excluded Individuals and Entities (Exclusion List) prior to hire and at least annually thereafter. No individual or contractor appearing on the OIG Exclusion List will be allowed to provide services.

Prior to placement of personnel at PCJDC, Contractor shall orient and train all of its personnel in the proper use and execution of forms, policies and procedures. The Court will provide orientation on their policies and procedures for all new health care services personnel. Contractor shall document such training and orientation in each employed or contracted person's record, and make such records available onsite for inspection by County or Court at any time.

15.2 Personnel Administration

The Contractor must develop and distribute a written job description to each member of health care services personnel which clearly delineates assigned responsibilities in the context of providing services at PCJDC.

The Contractor shall perform and maintain written annual or more frequent performance evaluations of each person providing services. The Contractor shall ensure each personnel file contains written evidence of skills and competencies specific to the services that the personnel are providing and that these skills and competencies are appropriate to the ages of youth to whom services are provided through this Contract.

Contractor shall ensure that each of the physicians or other persons employed or engaged by Contractor maintain, when appropriate, controlled substances registrations issued by the appropriate federal and other regulatory, which are required for such persons to prescribe controlled substances under both federal and state law.

Contractor must report all cases in which they are related, or close to, or a victim of a youth who is arrested, referred, or assigned to the PCJDC and/or the probation division, as a potential conflict of interest case.

Contractor shall conduct required communicable disease testing and immunizations for Contractor personnel.

Contractor personnel are subject to all security regulations and procedures of the Court or PCJDC. Contractor personnel are subject to removal from the facilities at any time for security or misconduct reasons as determined by the Court. Personnel are also required to adhere to the Judicial Code of Conduct for Court Employees.

The Contractor shall require its employees and contracted personnel to notify Contractor if they are arrested, summoned or cited for a felony, or a misdemeanor. The Contractor shall immediately remove any person arrested or convicted of any felony or certain misdemeanors involving offenses against children.

The Contractor shall notify County within two working days of when it learns of any adverse action taken against one of its staff members or contracted personnel providing services at PCJDC, including but not limited to:

1. Any lapse or expiration of any licensure or certification;
2. Exclusion from participation with federally-funded health programs;
3. Restrictions to a provider's license;
4. Revocation of a provider's license;
5. Restriction or removal of a prescribing provider's DEA certification;
6. Any other disciplinary action taken against a member of Contractor's staff by a professional regulatory board in the state of Arizona or any other state;
7. Any arrests, summons, citations or convictions for a felony, or a misdemeanor offense; and
8. Any complaint filed against a provider's license.

The Contractor is to provide a minimum of twelve hours of annual in-service training for all qualified health care services employees, including physicians. The Contractor shall be responsible for the following training for Contractor personnel at required intervals: Basic Life Support (BLS), AED training, OSHA training including infection control, universal precautions and respiratory fit training and testing.

15.3 Staffing Scheduling

The Contractor shall establish an appropriate schedule of personnel to ensure effective delivery of services regarding ongoing operations and PCJDC policies. The schedule shall conform to the staffing commitment in **Attachment B-5**. Each position must include clear commitment by functional area of the shift and hours to be worked for each position title by day of the week.

The Contracted Staffing Commitment is a contractual requirement. Contractor will meet their contractual obligations and provide sufficient staffing to provide the appropriate level of health care services necessary to address the needs of the detainee population at any given time.

Contractor will submit a report showing actual hours worked for each position by week, based on an electronic timekeeping system that tracks hours worked for each staff member. Any contracted shifts/hours not worked will be deducted from the monthly payment with a staffing payment adjustment (see **EXHIBIT B**, Section 2.2.1 for additional information).

The Contractor shall provide twenty-four (24) hour on-call coverage by appropriately licensed providers. On-call coverage is defined as the ability to respond to a call within 15 minutes, or, if needed, to respond in person to the Detention Center within 60 minutes. The on-call roster will apply to coverage at both PCADC and PCJDC following cross training at each facility.

15.3.1 Critical Staffing Requirements

The following staffing minimum requirements must be kept at all times, regardless of census. Failure to meet these minimum requirements will result in a financial consequence per **Attachment A2-5**.

Medical Staffing

- At least one RN will be present for sick call and other tasks 24/7.
- A mid-level provider will be present a minimum of four (4) hours per week.
- A dentist onsite twice per month or as needed to provide 60 day dental exams.

Behavioral Health Staffing

- A Behavioral Health Director who has a Master's degree or higher in a behavioral health related field, is licensed by the Arizona State Board of Behavioral Health as a behavioral health professional, and has at least five years experience providing behavioral health clinical services to a child population.
- At least two Master's level Mental Health Clinicians, licensed by the Arizona State Board of Behavioral Health, with a background of working with children in crisis and experience working in a correctional setting.
- At least one Psychiatrist will be present for a minimum of ten hours per week.
- At least one Mid-level Psychiatric Provider will be present for a minimum of 12 hours per week.

15.4 Healthcare Workforce Development

The Contractor should establish positive mutually beneficial relationships with local entities that train and certify healthcare and administrative professionals as are required by the scope of this Contract. Contractor should have an active pipeline of key and leadership talent, including, where possible, transfer or promotional candidates from within Contractor's organization.

The County is committed to the development of a health care workforce. Contractor will collaborate with the County, the University of Arizona and other health care educational institutions to provide training opportunities at PCJDC for nurses, physicians, psychiatrists, pharmacists and other healthcare professionals completing internships and residencies.

Contractor will be solely responsible for obtaining an affiliation agreement with participating programs and supervision of program participants. County will not be liable for any actions arising from Contractor's participation in any teaching program.

16. Quality Assurance / Improvement

NCCHC Requirements: See standard Y-A-06, Continuous Quality Improvement Program.

16.1 Grievances and Requests

NCCHC Requirements: See Y-A-11, Grievance Mechanism for Health Complaints.

The Contractor shall review, evaluate and respond to youth inquiries, writs, complaints, and grievances related to healthcare in accordance with relevant policies and procedures of PCJDC. The Contractor is responsible for ensuring that healthcare related grievances are resolved in a timely fashion. The Contractor shall maintain a system for tracking all grievances, including results of investigation and resolution.

As dictated by the Court, Contractor may be required to testify in response to requests filed by or on behalf of youth or concerning writs of habeas corpus.

16.2 Contractor's Continuous Quality Improvement Program

Contractor will implement their Continuous Quality Improvement (CQI) Program and maintain a multidisciplinary CQI Committee to monitor the health services provided at the PCJDC. The CQI Committee sets expectations, develops plans, and implements procedures to assess and improve the quality of the organization's governance, management, and clinical and support processes designed to improve patient outcomes. The CQI committee consists of healthcare providers from various medical disciplines working at the PCJDC who meet no less frequently than quarterly with PCJDC Administration to design quality improvement activities and to discuss the results in an effort to continuously improve care.

The Contractor's healthcare policies, procedures and practices are continually assessed by Contractor's Quality Assurance and Standards staff to ensure compliance with federal, state, and local laws, regulations and standards. In addition, the CQI Program is designed for self evaluation by the Contractor and staff.

16.3 Incident Reporting

Incident reporting is an integral part of the County's performance improvement process. Incidents are defined as health care related events or events that result in actual injury, morbidity or death or represent a high potential for injury, morbidity or death.

The Contractor is required to report incidents in order to establish the chronology and relevant facts surrounding any health care related incident and to formulate a corrective action plan. The overall goal is to reduce the frequency and severity of future incidents (proactive risk management) and to ensure that the standards for youth health care are met.

Contractor must immediately notify the County Behavioral Health Administrator by phone in the event of:

- a. Death of a youth (non-suicide);
- b. Suicide or suicide attempt with or without injury;
- c. Serious injury;
- d. Claim of sexual assault;
- e. Any extraordinary event (i.e. riot, disaster, evacuation, hostage situation, elopement, infectious disease outbreak, PREA, etc.);
- f. Birth(s) on site; and
- g. Health condition resulting in death or near death requiring emergency transport.

The Contractor shall complete and email a written notification within twenty-four (24) hours of the incident to the County's Behavioral Health Administrator and Quality Management team via PCBH.CorrectionalHealth@pima.gov.

16.4 Death and Serious Adverse Event Review (SAER)

NCCHC Requirements: See Y-A-10, Procedure in the Event of a Juvenile Death.

A Death and Serious Adverse Event review shall occur in the following circumstances:

- A youth reports physical or sexual assault;
- The death of a youth while in Detention;
- Suicide attempt;
- A youth sustains an injury resulting in severe morbidity, e.g., injury requiring amputation or resulting in permanent paralysis;
- Claim of sexual assault; and
- Any other serious events as requested by the Court or County.

All deaths are reviewed to determine the appropriateness of clinical care; to ascertain whether changes to policies, procedures, or practices are warranted; and to identify issues that require further study.

In the event of a youth death, whether natural or otherwise, or serious adverse event, the Contractor shall notify the County Behavioral Health Administrator and the Behavioral Health Medical Director immediately of the event, immediately secure and photocopy the youth's health record in its entirety, and forward the health record to the County's Behavioral Health Quality Management team. Within 24 hours, Contractor will schedule an initial mortality or serious adverse event review with the County. The first review will take place within seven days, and a

comprehensive review, pending toxicology reports and medical exam findings, will take place within 30 days. The review will include:

- Interviews with all health care personnel involved;
- Reconstruction of the chronology of events leading up to the serious adverse event;
- Identification of the key factors or processes that may have contributed to a serious adverse event;
- Recommendations for process improvements to prevent other serious adverse events; and
- Issuance of a written report of the findings and recommendations.

At a minimum, a representative from the Behavioral Health Quality Management team and Contractor staff shall attend the Death and Serious Adverse Event Review (SAER). The County retains the right to utilize independent experts in the provision of health care services to participate in the review.

An administrative review, assessing the detention and emergency response actions, will occur separately to identify areas where facility operations, policies, and procedures can be improved.

When required, the Contractor shall prepare a plan of correction, submit the plan of correction to the County for approval and monitoring and to the Court for review, and actively participate in monitoring the implementation and effectiveness of the correction actions. The Contractor shall provide the results of their monitoring to the Behavioral Health Quality Management team. The results shall serve as documentation of Contractor's actions and initiate County assistance to the Contractor if necessary.

16.5 County's Quality Assurance / Performance Improvement Program

County operates a Quality Assurance/Performance Improvement (QA/PI) program to assess the quality of health care services provided to youth, identify opportunities for improvement, make recommendations and assist Contractor as needed to implement modifications to bring about improvements. County may perform chart reviews, studies and investigations and/or any activities that, at its sole discretion, County determines necessary or desirable in the performance of its QA/PI program. Contractor will cooperate fully with County's reasonable QA/PI program activities.

Contractor will comply with all existing applicable County and Court Policies and Procedures. For new procedures or changes to existing procedures, County and/or Court will notify Contractor whenever possible prior to final approval to facilitate discussion and seek input from the Contractor. Upon final approval by County or Court, Contractor will have 14 days to comply with the new Policy & Procedure. In the event of a legal mandate or emergent situations impacting the health and welfare of a youth and/or personnel at PCJDC, County has the right to require Contractor to comply in a shorter period of time.

16.6 Audit of Performance Indicators and Operations

As part of its ongoing performance improvement efforts during the term of the Contract, County, at its own expense, may undertake one or more operational reviews with or without utilizing an objective third party to identify any opportunities for improvement in health care services to youth. Contractor will cooperate with any operational review conducted by County or its designee and will make available all records, personnel, policies and procedures, and arrange for onsite work area and interviews in a timely manner. County will endeavor to conduct such reviews in the least disruptive manner and, in the event of utilizing a third party, to ensure an exit interview occurs in person or by phone. County also commits to requiring any third party reviewer to provide a written report containing findings and recommended corrective actions within one month of the review.

County has established certain clinical standards ("Performance Indicators") related to evaluating the quality of health care provided to youth. Contractor will cooperate fully with the monthly audit of these Performance Indicators. Contractor must meet or exceed the threshold levels in Performance Indicators established by County in **Attachment A2-4**. Failure to meet the Performance Indicators will result in Liquidated Damages as indicated in **Attachment A2-4**.

16.7 Corrective Action Plans

County may notify Contractor regarding chronic deficiencies in its performance or operations that County has identified through its QM review process. Contractor must conduct a multi-disciplinary analysis of all deficiencies and submit a formal Corrective Action Plan within two weeks of notification from County. Failure to correct deficiencies may result in termination of the Contract at the County's sole discretion. As part of its remediation of quality of care deficiencies, Contractor must develop and submit to County a Corrective Action Plan that addresses the following:

- a) Description of problem or deficiency;
- b) Result of investigation conducted by Contractor, including a description of the conditions that caused and/or contributed to the problem or deficiency;
- c) Detailed description of specific actions Contractor will implement to correct each deficiency (a "plan of correction");
- d) Identification of position or named individual responsible for implementing each element of the plan of correction;
- e) Time frames for completion of each element in the plan of correction; and
- f) Plan for follow-up, including time frames and individuals responsible for follow-up.

16.8 Other QA/QM Activities

The Contractor shall cooperate with the County's QA/QM monitoring program that shall include, but not be limited to, the following

- Onsite review visits;

- Health record review;
- Investigation, analysis, tracking & trending of quality of care issues including mortality reviews, incident reporting and follow-up, grievances and complaints and follow-up, and status of corrective action plans;
- Review of Contractor QA/QM plan and activities, including committee minutes, monitoring reports and follow-up;
- Review of compliance with OSHA standards (respiratory fit program, reverse airflow rooms) and Material Safety Data Sheets (MSDS) (if appropriate);
- Infection control plan and activities, including committee minutes, monitoring reports and follow-up, testing activity and follow-up, review of incidence reporting;
- Personnel record review, including licensure/certification, training, and disease monitoring requirements;
- Review of professional credentialing files;
- Review site accreditation, licensure, certification and registration status; and
- Review for compliance with health care service standards (such as NCCHC Standards), regulatory requirements, and County procedure.

16.9 Participation in Research and Grants

NCCHC Requirements: See standard Y-I-05, Medical and Other Research.

Contractor shall not conduct or participate in research projects involving youth without the prior written consent of the County's Behavioral Health Administrator and the Court.

The Court has a policy and procedure that shall be followed by all parties requesting to conduct a research project involving the Court or those for whom they have jurisdiction. Contractor will assist with scheduling, consultation, and referral of any youth participating in any County-initiated or approved research project. In every case, the Contractor shall secure written informed consent from the legal guardian of the youth who is the subject of a research project prior to the youth's participation as a subject.

Contractor will assist with County or Court initiated grant writing and implementation.

17. Reporting

NCCHC Requirements: See Standard Y-A-04, Administrative Meetings and Reports.

17.1 Notification Protocol

The County has designated a staff member to be available by cell phone 24 hours per day, seven days a week including holidays, to receive calls from the Contractor regarding designated information. See Section 16.3 of this Exhibit A, Part II, for when to notify the Behavioral Health Administrator.

17.2 Service Utilization, Cost and Outcome Data

The County requires raw data and certain reports on a regular basis to

- Evaluate the quality of care provided;
- Obtain demographic data that describes the population receiving the services;
- Justify the cost of the services; and
- Collect data for trending and planning.

The Contractor shall electronically provide the County with designated data on a monthly basis using report formats specified by the County. The Contractor shall provide daily data regarding diversions, hospitalizations, and transports offsite for emergency service to designated County staff. Other data shall be reported with the monthly Statistical Data Report and other required reports. See **Attachment A2-1** for a sample Statistical Data Report which lists the utilization data required by the County.

A monthly Comprehensive Pharmacy Report is also required. At a minimum, the information presented in **Attachment A2-2** must be included in the Pharmacy Report.

17.3 Staffing Reports

The Contractor shall maintain an electronic time keeping system to provide monthly data and reports detailing employee or contracted personnel who are onsite, including but not limited to, position title, hours worked onsite by week and functional area in which the hours were worked. The report comparing actual hours to those contracted in the onsite staffing commitment (**Attachment B-5**) is an essential requirement for payment.

The staffing reports must demonstrate completion of the critical staffing requirements in Section 15.3.1 above.

17.4 Data Transmission and Reporting Requirements

All data shall be transmitted electronically, in compliance with HIPAA requirements, on a schedule agreeable to both the Contractor and the County. The Contractor shall be responsible for providing all reports and data in an electronically accessible format acceptable to the County. Acceptable formats include: delimited text files (*.txt), MS Excel, MS Access, MS Word, or any ODBC compliant database format. See **Attachment A2-3** for a listing of required reports.

No data shall be shared or replicated by the Contractor without express written consent from County and the Court.

17.5. Routine Meetings for Contract Administration and Coordination

The NCCHC Standards require regular administrative meetings to facilitate the delivery of health care services to youth through joint monitoring, planning and problem resolution, hereinafter called the Medical Administrative Committee Meeting (MAC Meeting). At least quarterly, the Contractor will facilitate administrative meetings for joint monitoring of the health care services to youth, planning, and problem resolution. These meetings are also intended to inform the Contractor and the County of PCJDC operational issues and changes in policy and procedure impacting health care delivery.

The Contractor's HSA shall be responsible for a calendar of meetings, the MAC meeting notification and agenda, sign in sheets, and meeting minutes. Contractor shall distribute copies of meeting agendas, and minutes from the previous meeting prior to the next scheduled meeting. Meeting discussion should not include youth names or details that could identify youth.

18. Judicial and Legal Issues

NCCHC Requirements: See section I, Medical – Legal Issues.

18.1 Informed Consent to Treat

NCCHC Requirements: See standard Y-I-04, Informed Consent and Right to Refuse.

With the exception of family planning services, which minors can consent to, the Contractor shall obtain informed consent for services rendered to youth, including surgical or other invasive procedures, from the legal guardian for youth. Contractor shall document informed consent in writing.

Youth may refuse treatment to the same extent that the law permits them to consent to treatment. In the event that treatment has been authorized by a parent or legal guardian, but the youth refuses the treatment, the Contractor shall consult with PCJDC staff, the legal guardian, and the youth's attorney, if one has been appointed or retained, to determine the best course of action.

Consent from the legal guardian is required for non-emergent offsite health care services.

The wishes of the youth do not control the disclosure of information. Therefore, the Contractor shall not give assurances of confidentiality to youth in custody of the Court.

18.2 Court Orders

Youth may be subject to court orders that may affect their medical, dental, and/or behavioral health treatment. The Court has agreed to include the PCJDC health care services Contractor