



BOARD OF SUPERVISORS AGENDA ITEM REPORT
AWARDS / CONTRACTS / GRANTS

Award Contract Grant

Requested Board Meeting Date: 10/04/2022

* = Mandatory, information must be provided

or Procurement Director Award:

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

NaphCare, Inc.

***Project Title/Description:**

Correctional Health Services

***Purpose:**

This contract allows for the County to fulfill legal responsibilities pursuant to A.R.S. 36-511 to provide health care services for individuals booked at the Pima County Adult Detention Center and the Pima County Juvenile Detention Center.

***Procurement Method:**

Board of Supervisors Policy D29.7 per RFP# BH-2022-01

***Program Goals/Predicted Outcomes:**

Provision of comprehensive physical and mental health services to the populations of PCADC and PCJDC ensures compliance with the National Commission on Correctional Health Care (NCCHC) standards and allows Pima County to remain in compliance with A.R.S. 36-511.

***Public Benefit:**

Pima county has a legal responsibility to provide health services for individuals held in detention.

***Metrics Available to Measure Performance:**

The Contract includes multiple Performance Indicators and Business Requirements that the County monitors and audits on a monthly basis.

***Retroactive:**

Yes. Contract negotiations with Contractor were completed 9/16/2022, beyond the deadline for the September 20, 2022 Board of Supervisors meeting. The next scheduled meeting takes place 10/4/2022.

TO: COB 9/21/22 (1)

vers: 1

Pgs: 139

THE APPLICABLE SECTION(S) BELOW MUST BE COMPLETED

Click or tap the boxes to enter text. If not applicable, indicate "N/A". Make sure to complete mandatory (*) fields

Contract / Award Information

Document Type: CT Department Code: BH Contract Number (i.e., 15-123): 23-06 23-050
Commencement Date: 10/1/2022 Termination Date: 09/30/2025 Prior Contract Number (Synergen/CMS):
Expense Amount \$ 62,870,323.15 * Revenue Amount: \$

*Funding Source(s) required: General Funds

Funding from General Fund? Yes No If Yes \$ 62,870,323.15 %
Contract is fully or partially funded with Federal Funds? Yes No
If Yes, is the Contract to a vendor or subrecipient?
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 22-10.

Amendment / Revised Award Information

Document Type: Department Code: Contract Number (i.e., 15-123):
Amendment No.: AMS Version No.:
Commencement Date: New Termination Date:
Prior Contract No. (Synergen/CMS):
Expense 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)

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

Department: Behavioral Health

Telephone: x47515

Department Director Signature:

[Handwritten Signature]

Date: 9.16.2022

Deputy County Administrator Signature:

[Handwritten Signature]

Date: 16 Sep 2022

County Administrator Signature:

Date: 9/16/2022

Pima County Department of Behavioral Health

Project: Correctional Health Services

Contractor: NaphCare Inc.

Amount: \$62,870,323.15

Contract No.: CT-BH-23-50

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 NaphCare Inc. ("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-2022-01 for Correctional Health 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. Initial Term. The term of this Contract commences on October 1, 2022 and will terminate on September 30, 2025 ("Initial Term"). "Term," when used in this Contract, means the Initial Term plus any exercised extension options under Section 2.2. If the commencement date of the Initial Term is before the signature date of the last party to execute this Contract, the Parties will, for all purposes, deem the Contract to have been in effect as of the commencement date.
- 2.2. Extension Options. County may renew this Contract for up to two additional periods of up to one 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** at the dates and times described on **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. Exceptions to Treatment. In addition to other provisions excluded pursuant to this Contract, Contractor will not be responsible for any medical testing or obtaining

samples which are forensic in nature, except as required by local, state, or federal statute or regulation or by Court Order. Revisions of applicable statute or regulation pertaining to medical testing or obtaining samples, which are forensic in nature, which occur during the term of this Contract, will be considered a further obligation of Contractor; however, if such revisions result in increased cost to Contractor, the Parties agree to discuss same and reimbursement to Contractor. Contractor will not be responsible for costs associated with transportation of Inmates for off-site non-emergency health care treatment. Contractor will not be financially responsible for costs associated with transplants and/or experimental procedures. Contractor will not be financially responsible for any Inmate that is not physically booked into the Pima County Adult Detention Complex (PCADC) or the Pima County Juvenile Detention Complex (PCJDC) (the "Facilities") or not housed at the Facilities, nor for any costs incurred after an inmate is released from County's custody. Contractor will not be responsible for the provision of elective medical care to Inmates. Contractor will not be responsible, financially or otherwise, for providing health care services to an infant following birth. Contractor shall provide access to abortion services consistent with all applicable federal, state and local laws, but shall not be responsible for providing payment to any off-site provider for elected abortion services rendered to an Inmate that directly relates to an abortion. In the event payment is necessary for such elected abortion services, County shall provide payment directly to the provider. Notwithstanding the forgoing, County shall have sole discretion in deciding where off-site abortion services are performed.

5. **Key Personnel.** Contractor will employ suitably trained and skilled professional personnel to perform all consultant services under this Contract. Prior to changing any key personnel, especially those key personnel County relied upon in making this Contract, Contractor will obtain the approval of County.
6. **New Personnel.** County will provide Contractor with ninety (90) days prior notice of any new personnel added to the staffing matrix.
7. **COVID-19 Vaccination or Testing Requirement for Staff.** Contractor shall require all healthcare staff to either be fully vaccinated against the SARS-COV-2 virus that causes COVID-19 or submit to weekly testing.
8. **Compensation and Payment.**
 - 8.1. Rates; Adjustment. County will pay Contractor at the rates set forth in **Exhibit B**. Rates will be for performance of the lines of service described in:
 - 8.1.1. Exhibit A: Scope of Services – Part 1: Pima County Adult Detention Center
 - 8.1.2. Exhibit A: Scope of Services – Part 2: Pima County Juvenile Detention Center
 - 8.1.3. Exhibit A: Scope of Services – Part 3: Provision of Psychological Services for the Pima County Sheriff's Department.
 - 8.2. Those rates will remain in effect during an Extension Option period unless Contractor, at least ninety (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.

- 8.3. Maximum Payment Amount. County's total payments to Contractor under this Contract, including any sales taxes, may not exceed \$62,870,323.15 (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.
- 8.4. Sales Taxes. The payment amounts or rates in **Exhibit B** do not include sales taxes. Contractor may invoice County for sales taxes that Contractor is required to pay on goods supplied to the County under this Contract. Contractor will show sales taxes as a separate line item on invoices.
- 8.5. 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 thirty (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.
- 8.6. Content of Invoices. Contractor will include detailed documentation in support of its invoices and assign each amount billed to an appropriate line item.
- 8.7. Invoice Adjustments. County may, at any time during the Term and during the retention period set forth in Section 23 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.
9. **Insurance and Bond**. Contractor shall purchase and maintain in force at all times during the term of this contract insurance policies (the "Required Insurance") satisfying the below requirements (the "Insurance Requirements") until all of its obligations under this Contract have been met. The County is to be named as an additional insured in the policies, except for Worker's Compensation Insurance, for all policies. 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. Notwithstanding the foregoing, under no circumstances should County's coverage under the insurance policies be diluted in any way and the County shall receive all benefits should the insurance policies increase in coverage.

9.1 Commercial General Liability (CGL) – The minimum acceptable limits of claims-made liability insurance to be provided by such general liability insurance shall be as follows:

- 9.1.1 Bodily Injury/Property Damage Insurance with limits of \$2,000,000 for each occurrence.
- 9.1.2 Sexual Abuse and Molestation (SAM) Insurance in the amount of \$1,000,000 per occurrence.
- 9.1.3 \$7,500,000 annual aggregate.

9.2 Medical Malpractice/Professional Liability Insurance (Errors and Omissions): The minimum acceptable limits of claims-made liability insurance to be provided by such professional liability insurance shall be as follows:

- 9.2.1 \$2,000,000 per medical incident.
- 9.2.2 \$7,500,000 annual aggregate.
- 9.2.3 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.

9.3 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.

9.4 Umbrella (excess liability policy) or additional limits:

- 9.4.1 \$5,000,000 per occurrence with an annual aggregate of \$5,000,000.

9.5 Cyber:

- 9.5.1 Cyber insurance, including contractual liability, with a minimum of \$1,000,000.00 per occurrence.
- 9.5.2 \$5,000,000 annual aggregate.

9.6 Workers' Compensation and Employers' Liability – Statutory coverage for Workers' Compensation. Workers' Compensation statutory coverage is compulsory for employers of one or more employees. Employers Liability coverage with limits of \$1,000,000 each accident and \$1,000,000 each employee – disease.

9.7. Additional Insurance Requirements:

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

9.7.1 Claims Made Coverage: If any part of the Required Insurance is written on a claims-made basis, any policy retroactive date must precede the effective date of this Contract, and Contractor must maintain such coverage for a period of not less than three (3) years following Contract expiration, termination or cancellation.

9.7.2 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.

9.7.3 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.

9.7.4 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.

9.7.5 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.

9.7.6 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.

9.7.7 Subcontractors: Contractor must either (a) include all subcontractors as additional insureds under its Required Insurance policies, or (b) require each subcontractor 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.

9.8 Notice of Cancellation:

For each insurance policy required by the insurance provisions of this Contract, the Contractor must provide to Pima County, within two (2) business days of receipt of notice, if a policy is suspended, voided, or cancelled for any reason. Such notice shall be mailed, emailed, hand-delivered or sent by facsimile transmission to the Pima County Contracting Representative. Notice shall include the Pima County project or contract number and project description.

9.9 Waiver of Subrogation: Contractor grants to the County a waiver of any right to subrogation which any insurer of Contractor may acquire against the County by virtue of the payment of any loss under such insurance.

Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the County has received a waiver of subrogation endorsement from the insurer.

9.10 Deductibles and Self-Insured Retentions: Any deductibles of self-insured retentions must be set forth within the Contractor's Certificate of Liability Insurance. The County may require Contractor to provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.

9.11 Verification of Coverage:

9.11.1 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.

9.11.2 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.

9.11.3 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.

9.11.4 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. Note: Contractors for larger projects must provide actual copies of the additional insured and subrogation endorsements.

9.12 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. 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.

10. **Indemnification.** Contractor shall be responsible for all damage to property, injury to persons, and loss, expense, inconvenience, and delay which may be caused by, or result from, the conduct of Services, or from any wrongful, intentional, malicious, willful, wanton or deliberately indifferent act caused by the negligence, or omission of Contractor, its subcontractors, agents, or employees. Contractor agrees to indemnify, hold harmless and defend the County, and its officers, elected officials, agents and employees from and against all claims and actions, and all expenses incidental to the investigation and defense thereof, arising out of or based upon damage or injuries to persons or property caused by the wrongful, intentional, malicious, willful, wanton or deliberately indifferent act caused by the negligence, or omission of Contractor or Contractor's employees, subcontractors, or agents. Provided, however, that Contractor shall have no obligation to indemnify the County and/or County agencies, including any employees, agents or contractors, for any losses, damages and/or injury arising out of or resulting from a wrongful, intentional, malicious, willful, wanton or deliberately indifferently act caused by the negligence, or omission attributable to the County or its agents, or for any claims arising out of: (1) the County, its employees or agents affirmatively preventing an Inmate from receiving Services ordered by Contractor or its agents; or (2) any failure by the County, its employees or agents to promptly present an Inmate to Contractor for Services in any situation where it is actually known by a person with no medical training that Services are needed to be provided by Contractor (i.e. after a physical altercation between persons and an Inmate).
11. **Laws and Regulations.**
 - 11.1. Compliance with Laws. Contractor will comply with all federal, state, and local laws, rules, regulations, standards and Executive Orders.
 - 11.2. Licensing. Contractor warrants that it is appropriately licensed to provide the services under this Contract and that its subcontractors will be appropriately licensed.
 - 11.3. 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.
12. **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.
13. **Subcontractors.** Contractor is fully responsible for all acts and omissions of any subcontractor, and of persons directly or indirectly employed by any 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.

14. **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.
15. **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.
16. **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.
17. **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.
18. **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.
19. **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.
20. **Termination by County.**
 - 20.1. Without Cause. County may terminate this Contract at any time, with or without cause, by serving a written notice upon Contractor at least thirty (30) days before the effective date of the termination. In the event of such termination, County's only obligation to Contractor will be payment for services rendered prior to the date of termination.
 - 20.2. With Cause. County may terminate this Contract at any time without advance notice and without further obligation to County when County finds Contractor to be in default of any provision of this Contract.
 - 20.3. 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.

21. **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:
Paula Perrera, Director
Pima County Behavioral Health
3950 S. Country Club Rd.
Tucson, AZ 85714

Contractor:
NaphCare Arizona, LLC
Attn: CEO
111 W Monroe, Suite 300
Phoenix, AZ 85003

Bradford T. McLane, Secretary
NaphCare Arizona, LLC
2090 Columbiana Road, Suite 4000
Birmingham, AL 35216

With a copy to:
Legal Department
NaphCare, Inc.
2090 Columbiana Road, Suite 4000
Birmingham, AL 35216

22. **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.
23. **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.
24. **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.
25. **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.
26. **Public Records.**
- 26.1. **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.

- 26.2. 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.

27. Legal Arizona Workers Act Compliance.

- 27.1. 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.
- 27.2. 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.
- 27.3. 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.
- 27.4. Subcontractors. Contractor will advise each subcontractor of County's rights, and the subcontractor's obligations, under this Section 25 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

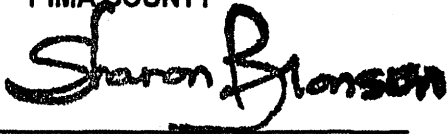
laws applicable to Subcontractor's employees, and with the requirements of A.R.S. § 23- 214 (A). Subcontractor further agrees that County may inspect the Subcontractor's books and records to insure that Subcontractor is in compliance with these requirements. Any breach of this paragraph by Subcontractor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

28. **Grant Compliance.** Not Applicable.
29. **Forced Labor of Ethnic Uyghurs.** Pursuant to A.R.S. § 35-394, if Contractor engages in for-profit activity and has 10 or more employees, Contractor certifies it is not currently using, and agrees for the duration of this Contract to not use (1) the forced labor of ethnic Uyghurs in the People's Republic of China; (2) any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China; and (3) any contractors, subcontractors or suppliers that use the forced labor or any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China. If Contractor becomes aware during the term of the Contract that the Company is not in compliance with A.R.S. § 35-394, Contractor must notify the County within five business days and provide a written certification to County regarding compliance within one hundred eighty days.
30. **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.
31. **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.
32. **Amendment.** The Parties may modify, amend, alter or extend this Contract only by a written amendment signed by the Parties. However, nothing in the preceding sentence prohibits County from amending Attachments A1-1: Performance Indicators - PCADC, A1-3: Contracted Onsite Staffing Commitment PCDAC, A1-5: Performance Indicators – RTC, A2-1: Performance Indicators – PCJDC, and A2-3: Staffing Commitment - PCJDC provided that any such amendment is cost-neutral and approved in writing by the County.

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

PIMA COUNTY



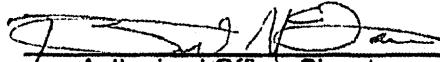
Chair, Board of Supervisors

OCT 04 2022

Date

CONTRACTOR

NaphCare Arizona, LLC



Authorized Officer Signature

Bradford T. McLane, Secretary

Printed Name and Title

09/15/22

Date

ATTEST

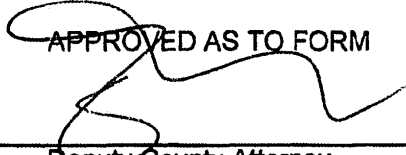


Clerk of the Board

OCT 04 2022

Date

APPROVED AS TO FORM



Deputy County Attorney

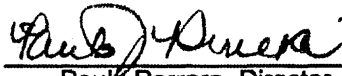
Jonathan Pinkney

Print DCA Name

9/19/22

Date

APPROVED AS TO CONTENT



Paula Perrera, Director

9.16.2022

Date

**EXHIBIT A: SCOPE OF SERVICES - PART I PIMA COUNTY ADULT DETENTION
COMPLEX
Effective October 1, 2022**

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:

1.1.1. Pima County Adult Detention Complex (PCADC): Main Jail (including East, West, and Tower) at 1270 West Silverlake Road, Tucson, AZ 85713

1.1.2. 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 patient may be sent to the Main Jail for medical care.

1.2. Equipment and Supplies: 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 associated equipment, and peripheral office products are solely the responsibility of the Contractor. For medical equipment with a purchase price of \$5,000 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-4 for a summary of responsibility for operational costs.

1.2.1. 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.

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

1.2.3. Contractor will provide computer workstations and networked printers approved for use by the Pima County Information Systems and Technology unit. 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. System and application software related to the Electronic Health Record ("TechCare®") will be supported and maintained by the Electronic Health Record Vendor.

1.2.4. 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.

- 1.2.5. 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 patients.

2. Accreditation, Licenses, Registration and Waivers

- 2.1. 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.
- 2.2. 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.
- 2.3. **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).
- 2.4. **NCCHC Accreditation:** In October 2003, the PCADC was first awarded Health Services Accreditation by the National Commission on Correctional Health Care (NCCHC). The current accreditation expires in October 2023. 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 B1-3, Business Requirements**.
 - 2.4.1. 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.
 - 2.4.2. 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.
 - 2.4.3. Contractor will apply for Mental Health Services and Opioid Treatment Program Accreditation prior to expiration of this Contract. If accreditation is not obtained, all deficiencies will be corrected within 30 days of receipt of notice of deficiencies from NCCHC and Contractor will reapply. This cycle will be repeated until accreditation is acquired.
- 2.5. **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.

2.5.1. 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.

2.6. Radiology Registration:

2.6.1. All x-ray equipment used in the PCADC Health Care Unit is required to be registered with the Arizona Radiation Regulatory Agency (ARRA).

2.6.2. 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. County is responsible for maintenance of x-ray equipment.

2.6.3. County stores all radiographic images on its electronic picture archiving and communication systems (PACS). One unit is located in the IT closet at PCADC and a backup unit is located within Pima County IT. It is the radiology technician's responsibility to ensure images are being stored in accordance with records retention requirements.

3. Standards, Policies and Procedures

- 3.1. 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.
- 3.2. 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).
- 3.3. 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.
- 3.4. 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.
- 3.5. 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.
- 3.6. 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 October 31 of each

year for the duration of the Contract.

- 3.7. 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 MH-E-02 Receiving Screening for Mental Health Needs, and standard J-F-04, Medically Supervised Withdrawal and Treatment of Standards for Health Services in Jails (2018).

4.1. Main Jail

4.1.1. Receiving screening: The PCADC books patients 24 hours per day, 7 days per week, including all holidays. The receiving screening and booking of arrestees are performed at the Main Jail East booking/intake area. The intake area must be staffed 24/7. In addition to the medical staffing provided at intake, Contractor will provide a licensed mental health professional for the booking area 24 hours a day, 7 days a week.

4.1.1.1. Contractor will complete a pre- screening assessment immediately upon the patient's arrival but no later than 30 minutes after arrival and before booking. The purpose of this prescreening assessment is to determine if the arrestee is in urgent need of medical attention and requires medical clearance to the facility.

4.1.1.2. Contractor will complete a receiving screening as soon as possible following the arrestee's acceptance into the facility but no later than 120 minutes after acceptance. See Standards for Health Services in Jails J-E-02 for required compliance indicators. Contractor will follow internal procedure for prioritizing health care needs based on emergent, urgent, and routine needs.

4.1.1.3. Contractor will complete a receiving screening for mental health needs as soon as possible following the arrestee's acceptance into the facility but no later than 120 minutes after acceptance. See Standards for Mental Health Services in Correctional Facilities MH-E-02 for required compliance indicators. Contractor will follow internal procedure for prioritizing mental health care needs based on emergent, urgent, and routine needs.

4.1.1.4. Contractor must establish and implement procedures to coordinate continuity of care with such patient's behavioral health providers in cooperation with County and community providers as indicated in Section 10.1.

4.1.1.4.1.1. The Contractor may utilize alternative electronic systems such as 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.

4.1.1.4.2. Within 24 hours of medical clearance, Contractor will review all available prior health care records of patient with prior bookings. Contractor will also request and review all available outside records including, but not limited to, HIE, other correctional facilities, hospitals,

specialty care, or outpatient clinics.

4.1.1.5. Contractor will identify and document any health insurance the individual holds. The specific type (i.e., AHCCCS, Aetna, BCBS, Medicare) needs to be documented in the electronic health record.

4.1.2. **Medical Rejections:** Contractor shall implement a policy and procedure that, within ninety minutes, identifies those patients who cannot be safely or adequately treated at PCADC and require treatment offsite. The decision to medically reject a patient should be made by a prescribing provider. The prescribing provider will also determine whether the patient should be transported by ambulance or if transportation by the governmental vehicle is appropriate. Medical rejection is not an option for patients committed to the jail through the Pima County Extradition process being delivered either by the Sheriff's agents or other transportation authority.

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

4.1.2.2. If the patient returns to PCADC after being diverted for medical evaluation and clearance, the Contractor shall re-screen the patient 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 patient who was diverted, Contractor shall contact the provider to obtain the information within 24 hours of return.

4.1.3. **Booking and Placement:** The Contractor will provide for the health, safety and stability of all patients while they are waiting for their initial hearing, including monitoring patients 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 patients in the booking area must be documented.

4.1.3.1. The receiving screening will occur as soon as possible but no later than four (4) hours 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.

4.1.3.2. 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 patient. Contractor will identify patients 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: Patients reporting to the booking area may be under the influence of alcohol and/or drugs prior to arriving. Since a patient can be held in the holding area awaiting their initial appearance, the Contractor shall have a policy and procedure to manage patients 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 patient's cooperation or level of intoxication.

4.1.4.1. Contractor shall use best practices in the development and implementation of detoxification protocols for appropriate screening, assessment, and treatment of patients 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.

4.1.4.2. Contractor will provide 4.2 FTE nurse to staff male and female detoxification units 24 hours a day, seven days a week. 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 patients 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.

4.1.4.3. Contractor will follow appropriate detoxification procedures for all patients 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): Contractor will provide in-house Medication Assisted Treatment to opioid-dependent patients. In providing said service Contractor will utilize a three pronged approach: 1) Multidisciplinary, involving medical and mental health staff; 2) Multimodal, treating with a combination of medication and counseling, and 3) Multiphasic, within the jail and involving community providers post-release.

4.1.5.1. Clinical staff will recommend providing one or a combination of FDA-approved MAT medications, including naltrexone (Vivitrol), buprenorphine and methadone, as appropriate.

4.1.5.1.1. Individualized Treatment Plan: Contractor must create an individualized MAT treatment plan for each patient undergoing MAT. Treatment plans should include assessment of appropriateness of current medication regime, include rationale for either continuing on current medication or transitioning to alternative medications based on advantages and disadvantages of each medication regime as they apply to the patient. Ease of administration and cost to Contractor shall not be considered in the analysis of advantages and disadvantages. The plan

must be documented in the Electronic Health Record and include dosage, titration, patient education, physical exam and testing related to specific medications, and behavioral health treatment and interventions.

4.1.5.2. Opiate-addicted pregnant females, confirmed through pregnancy testing, will be treated with opioid maintenance medications such as buprenorphine or methadone to ensure the well-being of the fetus.

4.1.5.3. If a patient indicates they are participating in an outpatient MAT program upon intake, Clinical staff will continue that treatment through verifying treatment modality and dosages with the patient's community provider.

4.1.5.4. Diversion of medications used for Medication Assisted Treatment is considered a Serious Adverse Event; diversion occurs when a prescription drug used for MAT is redirected to any other person or location from the intended recipient. If the diversion event is determined, as a result of a Serious Adverse Event Review, to be the sole fault of the Contractor, Contractor will develop a corrective action plan, and any resulting liquidated damages will be the responsibility of the Contractor per Attachment B1-3.

4.1.5.5. Contractor will provide trainings to Corrections Staff at least annually, and upon Corrections Staff's request on how to identify and prevent diversion events.

4.1.5.6. Contractor will provide detailed, individualized discharge plans for MAT recipients and partner with community providers to connect patients to comprehensive MAT and behavioral health services upon release.

4.1.5.7. Contractor will offer Naloxone education and instructions to every individual at every opportunity, and provide naloxone to every at-risk individual upon discharge.

4.1.5. **Suicide and High-Risk Screening:** Contractor must notify PCADC custody staff immediately regarding patients who are found to be at risk of suicide as a result of screening, and, in collaboration with PCADC custody staff, implement those suicide prevention precautions that best suit the patient's particularized circumstances and needs. This screening must also be completed by trained PCADC custody staff for those patients booked in Ajo.

4.1.6. **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 patients with mental illness at intake; (b) determine whether such patients meet criteria that County or the Court may adopt; and (c) coordinate with County and the Court to discharge patients meeting criteria to mental health treatment in lieu of detention at PCADC. Pima County is participating in a number of grant initiatives related to ETI / ATI. Contractor and County will collaborate on current and future initiatives.

4.1.7. **Insurance Eligibility:** Contractor will assist County to implement such financial screening systems as County may establish to identify health insurance coverage for patients 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 patients released without health insurance.

4.2. Ajo District Detention Center

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

4.2.2. All patients 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

patients 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.

- 4.2.3. Patients 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, standard J-E-05, Mental Health Screening and Evaluation and MH-E-04 Mental Health Assessment and Evaluation.

- 5.1. Contractor's qualified medical staff will complete a comprehensive physical assessment for all PCADC patients 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.
- 5.2. Patients 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. Refer to MH- E-04 for compliance indicators. The assessment will guide the mental health professional in maintaining the patient's mental health stability and assisting Custody or Detention to manage the patient's behavior while in detention.
- 5.3. The Contractor must establish policies and procedures for conducting initial physical and mental health assessments for all patients per NCCHC requirements. Such policies and procedures shall be subject to review and approval by County.
- 5.4. Contractor will perform an annual health assessment for all patients 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. Health Care Requests

NCCHC Requirements: Please refer to standard J-E-07, Nonemergency Health Care Requests and Services and MH-E-05 Nonemergency Mental Health Care Requests and Services.

- 6.1.1. All patients, regardless of housing assignment, are given the opportunity to submit oral or written health care requests at least daily. However, not every written request is a healthcare request (HCR) requiring a face-to-face evaluation (e.g., extra mattress, diet change, bunk change).

- 6.1.2. HCR are to be picked up daily by health staff, reviewed and prioritized daily by qualified healthcare professionals. For requests that are for healthcare, a face to face encounter is conducted by qualified healthcare professional within 24 hours of receipt by health staff.
- 6.1.3. For the purpose of this contract, HCR refer to oral, written, or electronic petitions for medical, dental, or mental health services.
- 6.1.4. The face-to-face triage evaluation will contain, at a minimum, that the face-to-face was completed, and include date, time, triage action taken, and signature of qualified health care professional.
- 6.1.5. In order to reduce the number of patient transports by custody, face-to-face triage for an HCR should occur on the patient'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.
- 6.1.6. A patient 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 HCR 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.
- 6.1.7. A patient 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.
- 6.1.8. The health care request 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 health care request timeframes requirements, even when patients do not utilize the approved health care request form. Verbal requests to staff will also be honored, and the nurse will document the request on the health care request form. Contractor must document all referrals regardless of referral route.

6.2. Patient Co-payments for Certain Health Care Services

- 6.2.1. The County charges patients a \$10.00 co-payment fee for each patient-initiated health care request and prescription medication dispensed, as permitted by A.R.S § 31-161. Patients will not be denied medical care based on their inability to pay. Patients will not be charged for the following services:
 - 6.2.1.1. Conditions that may pose a threat to public health or safety if left untreated, such as tuberculosis and sexually transmissible infections;
 - 6.2.1.2. Substance withdrawal treatment;
 - 6.2.1.3. Triage, treatment and services requested by agents of the Sheriff's Department;
 - 6.2.1.4. Issues resulting from altercations with other patients or staff;
 - 6.2.1.5. Behavioral health services for patients diagnosed with mental disorders and those with signs and symptoms of an acute mental health problem that require treatment, monitoring and crisis intervention;
 - 6.2.1.6. Receiving, intake and 14-day physical and behavioral health assessments;

- 6.2.1.7. Pre-natal and obstetrical care;
- 6.2.1.8. 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.
- 6.2.1.9. Any care for remanded youth.

6.2.2. Patient co-payments will be secured by the County and used for certain health related expenditures for the patients.

6.2.3. Contractor must use County-licensed EHR medical charge sheet which automatically populates Pima County Medical Charge Sheet Report.

6.3. Infectious Disease: NCCHC Requirements: See standard J-B-02, Infectious Disease Prevention and Control Program.

6.3.1. Contractor will have an Infection Prevention and Control Program that was developed in consultation with nationally recognized experts in infection control. 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.

6.3.2. Contractor will provide a full time Infection Preventionist with training and/or significant experience in infection prevention and control programs to cover both PCADC and PCJDC. Contractor will have Corporate Support for the Infection Control Program.

6.3.3. A monthly Infectious Disease Report will be made available via the County-licensed EHR system and discussed during regularly scheduled meetings. Communicable diseases will be reported to the Pima County Health Department (PCHD) via the Arizona Department of Health Services disease surveillance system ("MEDSIS") within the required time frames as outlined in Arizona Administrative Code (A.A.C.) R9-6-202.

6.4. Chronic Disease Management

NCCHC Requirements: See standard J-F-01, Patients with Chronic Disease and Other Special Needs and MH-A-08 Communication on Patients' Mental Health Needs

6.4.1. 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.

6.4.2. 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.

- 6.4.3. 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.
- 6.4.4. A PCADC patient who presents with a chronic medical or mental health condition at booking will be referred to a provider for further assessment. Staff will schedule the patient for an assessment by a registered nurse, Mental Health Professional, or prescribing provider. 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 the contracted pharmaceutical vendor to ensure that there are no lapses of medication for the patient while awaiting a chronic care appointment.

6.5. Oral Care

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

- 6.5.1. PCADC complies with EPA 40 CFR Part 441 Guidelines and has in use a R&D CE 18 amalgam separator. Contractor will maintain this separator and follow EPA guidelines.
- 6.5.2. The Contractor shall establish policies and procedures for the delivery of as much medically necessary dental care as possible onsite and utilization of the radiographic imaging equipment in the development of the treatment plan. No elective or cosmetic dentistry will be offered, however, every patient will have access to consultation through referral to oral health care specialists as needed. Additionally, every patient will have access to preventative benefits of fluorides in a form determined by the dentist to be appropriate for the individual's needs.
- 6.5.3. An oral screening, which includes visual observation of the teeth and gums, and notation of any obvious gross abnormality requiring immediate referral to a dentist, is performed as soon as possible but no later than 14 calendar days from admission. Instruction in oral hygiene and preventative oral education are to be given within the same 14 days from admission.
- 6.5.4. An initial oral exam is performed by the dentist within 12 months of admission.
- 6.5.5. Contractor must use vendors contracted with the County for all dental equipment repair, replacement, and preventative maintenance. All maintenance must be coordinated with the County.

6.6. Health Care for Female Patients

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

- 6.6.1. The Contractor shall be responsible for offering female patients 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.

- 6.6.2. All female patients 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.
- 6.6.3. The Contractor must establish policies and procedures specific to health care of pregnant patients, which must include, at a minimum, the following:
 - 6.6.3.1. Pre-natal care that includes regular monitoring by an obstetrician and/or nurse practitioner;
 - 6.6.3.2. Provision of appropriate vitamins and dietary needs;
 - 6.6.3.3. Identification and disposition of high-risk pregnancies, to include appropriate referrals to a specialist physician or hospital facility;
 - 6.6.3.4. Comprehensive pregnancy counseling and assistance;
 - 6.6.3.5. Post-partum follow-up care; and
 - 6.6.3.6. Health promotion and trauma informed care.
- 6.6.4. If warranted and cost effective, the Contractor shall establish a weekly onsite pre-natal clinic to provide necessary pre-natal services to all pregnant patients at PCADC.

6.7. Medical Observation Unit

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

- 6.7.1. For public safety and to minimize the impact on the Sheriff's Department's custody officers who are required to escort the patient offsite and remain with the patient until they can return to PCADC, the Contractor shall make every effort to treat patients with serious medical conditions in the medical observation unit rather than sending patients to offsite providers. Patients 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.
- 6.7.2. 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 patient could be reasonably treated in the medical observation unit 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.
- 6.7.3. 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 their scheduled shift.

6.8. Specialty Onsite Clinics: For the 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 patient care on site versus sending them offsite for treatment and appointments, when practicable.

6.9. Segregation Evaluations: NCCHC Requirements: See Standard J-G-02, Segregated Inmates and MH-E-07, Segregated Inmates

6.9.1. The Contractor shall develop policies and procedures to maintain the medical and behavioral health status of patients placed in segregation. The Contractor shall collaborate with PCADC to establish a procedure whereby PCADC notifies the Contractor whenever a patient is placed in segregation. Upon notification, the Contractor shall review the patient'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 patient's health record and communicate the information to PCADC staff as needed.

6.9.2. Qualified health care professional will conduct health rounds in disciplinary segregation units in accordance with NCCHC standard J-G-02. Segregation rounds will be documented in the health record.

6.9.3. As part of segregation rounds, each patient will be asked if they have any medical, dental, or behavioral health needs. Health staff will observe the patient for signs and symptoms of medical, dental, and/or behavioral health problems that otherwise may go unreported. When signs or symptoms of behavioral health concerns are identified, patient will be referred to qualified behavioral health professional. When dental concerns are raised, the patient will be referred to the dental provider.

6.9.4. Health Care Request follow-up will not be conducted cell-side and will be conducted in an environment that facilitates patient confidentiality. If the health care provider 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.

6.9.5. Qualified behavioral health personnel must perform rounds on patients 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 mental health status. Any unusual findings must be reported immediately to Custody.

6.10. Restraints: NCCHC Requirements: See Standard J-G-01, Restraint and Seclusion and MH-I-01 Restraint and Seclusion.

6.10.1. Health care services personnel shall immediately respond when notified of a restraint by custody/detention staff. Contractor will:

6.10.1.1. Assess the patient's physical and mental health condition whenever a patient is placed in custody-imposed restraints;

- 6.10.1.2. Inform custody staff of any contraindications to the imposition of the restraint;
- 6.10.1.3. Monitor the patient a minimum of every 15 minutes while in restraints;
- 6.10.1.4. Document the patient's condition while in restraints to include vital signs, respiratory and cardiovascular status, skin integrity, mental status, circulation and range of motion exercises for restrained extremities and confirmation of toileting, hydration and food intake opportunities in the patient's electronic health record, specifically in the admissions/discharge queue for restraint; and
- 6.10.1.5. Ensure that the patient continues to be monitored the entire time they are in restraints.
- 6.10.1.6. Clinically ordered restraint and seclusion must comply with NCCHC standards. See standards for compliance indicators.

6.11. Eye Care: A Snellen test will be given at the time of the Initial Health Assessment and yearly thereafter. For patients who have recidivated and received a Snellen test within the last 12 months, no additional Snellen test is required at Initial Health Assessment. For those who qualify as having visual impairment (20/50 or worse) are referred to the Optometrist for further evaluation. Patient needs to be seen within 14 days of referral. If patient is released prior to evaluation and recidivates, they will be placed on the next Optometrist line for next available evaluation time. All patients evaluated will be given an eyeglass prescription and offered corrective lenses.

6.11.1. Upon discharge, all patients who receive an eyeglass prescription while detained will receive a copy of the prescription to give to community providers.

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

6.11.3. For INVEST and Restoration to Competency patients who screen positive on vision and hearing screenings, an appointment with the optometrist and/or audiologist will be scheduled within 7 days.

6.12. Durable Medical Equipment (DME), Prosthetics, Orthotics and Other Aids to Reduce Effects of Impairment: NCCHC Requirements: See Standard J-F-01, Patients with Chronic Disease and Other Special Needs.

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

6.12.2. Contractor must provide patients with medically necessary prosthetics, orthotics and eyeglasses for either distance or reading. Contractor will ensure that such items comply with security and safety considerations established by PCADC.

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

6.13.1. 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.

6.14. 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 Original 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.

6.14.1. Contractor shall comply with the following guidance:

6.14.1.1. Contractor shall use only interpreters who are fluent in both English and the second language that they are interpreting.

6.14.1.2. 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.

6.14.1.3. Contractor shall make sure that all of its "vital documents" as described in the HHS Guidance are available in Spanish and in English.

6.14.1.4. Under no circumstances may the Contractor utilize custody staff for translation services.

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

6.15.1. The Contractor shall design and provide an ongoing patient health education program that is compliant with the NCCHC Standards and meets PCADC security requirements. 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 patient's health record.

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

6.16. Immunizations

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

6.16.2. 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

7.1.1. Contractor shall be responsible for providing all prescription and non-prescription

medications as well as intravenous solutions that are currently FDA approved in accordance with all local, state, and federal rules, regulations, and laws. Regular prescriptions will be provided within twenty-four (24) hours of the original physician's order. Contractor will keep a supply of critical medications on site to treat conditions such as cardiac disease, hypertension, seizure disorders, as well as antibiotics for infection. Contractor shall supply any necessary medications, and submit a detailed invoice and/or report to County summarizing any and all medications utilized for which the County maintains financial responsibility as noted above. This provision is applicable to the PCADC and PCJDC facilities. Contractor reserves the right to provide pharmaceutical services under this contract via Contractor's own pharmacy or via subcontractor.

- 7.1.2. County possesses DEA certification for MAT services only; Contractor must contract with a pharmacy that can provide medications in a timely manner at or below market cost. Contractor must comply with 42 CFR § 8.12 to maintain County's DEA licensing. Failure to maintain DEA licensure is grounds for termination of contract. Contractor will provide pharmacy utilization reports to County that include monthly aggregates of type, dosage, cost, name (if generic) or brand, price, and number of prescriptions distributed to patients.
- 7.1.3. 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 prescribing provider. Clear protocols must exist for procuring and administering critical medications required immediately.
- 7.1.4. To facilitate continuity of care upon release and minimize the patient's risk of de-compensating when back in the community, the psychotropic medications ordered for patients 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 patient 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).
- 7.1.5. 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.
- 7.1.6. Contractor will submit its formulary to County by November 30, 2022. Contractor will also provide to County by November 30, 2022 its policies and procedures for obtaining non-formulary medications.

7.2. Administration of Medications

- 7.2.1. Medications must be administered to patients in the housing units, unless the patient 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 patients.

- 7.2.2. 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 patients as prescribed may be cause for termination of the Contract for non-performance.
- 7.2.3. 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

- 7.3.1. Contractor must continue patients' most current medical and/or psychiatric 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 patient's medical record.
- 7.3.2. Contractor will implement systems to: (a) determine the most current medication regimen, if any, that patients 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 patient and orders those medications that, in their professional judgment, are appropriate to treat the patient.
- 7.3.3. 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). Verified medications must be bridged within 24 hours or a medical record entry must be made to document the reason the medications were not bridged. 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.
- 7.3.4. When determined to be medically necessary for continuity of the patient's health care, the Contractor will work with Custody to obtain patient-owned critical medications out of the patient's property or from the patient's family, such as:
- 7.3.4.1. HIV infection medications;
 - 7.3.4.2. Post transplantation medications; and
 - 7.3.4.3. Any other medication determined by the Contractor's Medical Director and consulting pharmacist to be critical to the patient's treatment and well-being.

7.4. Legal Restrictions on Medication Substitutions

- 7.4.1. In certain cases, such as those involving treatment furloughs and patients 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 patient's health record.

7.4.2. For those patients ordered into the Restoration to Competency Program who have had a previous medication regimen, Contractor will review prior regimen to determine whether the prescription should be reinstated. Notifications of decisions to stop or alter medications for RTC patients 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. For defendants whose competency relies on specific medication regimens, Contractor must notify the Court and provide rationale any decision to alter or modify the regimen.

7.4.3. The Contractor will not utilize "formulary restrictions" for RTC patients. .

7.5. Medication Administration other than Med-Pass

7.5.1. 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 patient enrollment, patient education, labeling of medication, packaging, and random spot checks.

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

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

7.6. Discharge Medications

7.6.1. Contractor will provide a seven-day supply of medications upon a patient's discharge. Prescriptions and/or vouchers for medications are not permitted.

7.6.2. 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

- 8.1.1. Contractor must, directly or through contract, perform all clinical diagnostic laboratory testing required for the diagnosis and treatment of patients. 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.
- 8.1.2. 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

- 8.2.1. For the safety and security of the community, the Contractor shall minimize offsite transports by performing as much imaging as possible onsite.
- 8.2.2. 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.
- 8.2.3. The Contractor shall ensure that the contracted provider can respond timely for stat testing and reporting.
- 8.2.4. The County has a Master Agreement with Comp-Ray Inc. that includes support services and preventative maintenance. Contractor must use Comp-Ray Inc. for these services and coordinate with the County before ordering support services.

9. Emergency Services

9.1. Emergency Medical Treatment

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

- 9.1.1. 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 enter this information in the County-licensed electronic health record.
- 9.1.2. The Contractor shall provide first aid and cardiopulmonary resuscitation services until emergency medical services (EMS) arrive.
- 9.1.3. 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.

9.1.4. The Contractor must establish, in coordination with PCADC Administration, policies and procedures for responding to medical emergencies for patients, 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.

9.2.1. 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.

9.2.2. 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; MH-G-01 Basic Mental Health Services; J-B-05, Suicide Prevention and Intervention; MH-G-04 Suicide Prevention Program; J-F-04, Medically Supervised Withdrawal and Treatment; MH-G-02 Mental Health Programs and Residential Units; and MH-G-03 Treatment Plans.

10.1. General Behavioral Health Services

10.1.1. A range of mental health services including but not limited to individual counseling, group counseling, self-help groups, residential programs, and clinical management, are available to patients with behavioral health issues so that they are able to maintain their best level of functioning. Mental health services will be provided according to individual treatment plans for those receiving outpatient behavioral health services as well as those with serious mental illness and those expected to remain for an extended period of time at PCADC.

10.1.1.1. Contractor will work with detention staff to provide therapeutic groups. Groups must follow an established curriculum, and curriculum must be available to County upon request.

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

10.1.2.1. Coordination of care with all community behavioral health care providers, including RBHA network providers;

10.1.2.2. Services for remanded juveniles;

10.1.2.3. Coordination of care for patients undergoing evaluation for competency to stand trial and/or restoration to competency;

- 10.1.2.4. Suicide prevention;
 - 10.1.2.5. Stabilization and treatment of patients with serious mental illness;
 - 10.1.2.6. 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
 - 10.1.2.7. Coordination with PCADC custody staff to ensure the safety and security of mentally ill patients.
- 10.1.3. The Contractor is required to track patients with diagnosed mental illnesses and to maintain at all times an accurate listing of current and previous adult patients 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 patients diagnosed as mentally ill that do not fit the SMI or SED categories.
- 10.1.4. The Contractor will designate a position to act as a "Court Clinical Liaison" to coordinate care and communication for mentally ill patients between and among the courts, the RBHA and their network providers, other psychiatric service providers, and Pima County Adult Probation SMI and Special Needs caseloads, as well as to participate in community meetings or forums at the request of the County's Behavioral Health Director.

10.2. Suicide Risk Reduction & Prevention

- 10.2.1. 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 patients 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 patient's particularized circumstances and needs.
- 10.2.2. When a patient 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.
- 10.2.3. 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

- 10.3.1. Patients 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 patients 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.

- 10.3.2. Together with the Sheriff's Department, the Contractor shall develop admission and discharge criteria and patient management protocols for patients 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:
 - 10.3.2.1. Risk of self-harm or harm to others;
 - 10.3.2.2. Acute psychosis or mood instability requiring close observation and increased frequency of face to face encounters with mental health professionals;
 - 10.3.2.3. The patient's ability to complete tasks independently and their level of social functioning;
 - 10.3.2.4. Patient has demonstrated that psychiatric stability is compromised when receiving lower levels of care with less monitoring;
 - 10.3.2.5. Use of restraints or emergent psychotropic interventions;
 - 10.3.2.6. Ability to care for basic hygiene;
 - 10.3.2.7. Whether the person is capable of following instructions, understanding custody rules;
 - 10.3.2.8. Ability to self-advocate and understand the sick call process; and
 - 10.3.2.9. Patient is on medications that require close supervision.
- 10.3.3. 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 patient is not ready for general population housing.
- 10.3.4. Patients 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 patients in any area as clinically indicated. Contractor must include such patients in its caseload for purposes of determining the appropriate staffing level for observation, clinical contacts or visits with prescribing providers.
- 10.3.5. 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

- 10.4.1. All patients 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 must ensure substance use recovery programs are available, regardless of volunteer availability; services may be contracted with community providers.
- 10.4.2. 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

10.5.1. 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.

10.5.2. **Patients with Petitions at Booking.** The Contractor shall identify and track any patient 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.

10.5.2.1. In the event that a patient 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.

10.5.2.2. 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.

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

10.5.2.4. Contractor must ensure patients with a petition for involuntary evaluation receives evaluation by a psychiatrist within 5 calendar days. In the event that a person is released from custody within that time frame or the Court orders a patient 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 patient'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.

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

10.5.3. **Patients Requiring a Petition After Booking:** Contractor will, with or without request from County or Court:

10.5.3.1. Examine patients 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;

10.5.3.2. Upon receipt of an Order for Court Ordered Evaluation (COE) requiring what is referred to as a patient's "outpatient" evaluation, arrange for the patient 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;

10.5.3.3. Testify in court as necessary;

10.5.3.4. Coordinate continuity of care with offsite providers, the patient's RBHA network provider, if any, and/or AHCCCS' Arizona Long Term Care System (ALTCS) in the provision of Title 36 services;

10.5.3.5. Coordinate transfer of patients for court hearings and Court Ordered Treatment (COT) as necessary;

10.5.3.6. Coordinate transfer of patients for revocation of COT plans as necessary; and,

10.5.3.7. Whenever possible, Contractor should make an effort to complete all court ordered evaluations on site to avoid unnecessary transport and hospital admissions.

10.5.4. 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.

10.5.5. 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 patient 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: Pricing and Compensation.

10.6. Restoration to Competency (RTC) Program

10.6.1. Contractor must comply with any and all Court orders.

10.6.2. Contractor will be responsible for providing, at a minimum, the following behavioral health services to the RTC patients:

10.6.2.1. Prescription of medication, as needed (including non-formulary), by an Arizona licensed prescribing provider, preferably a psychiatrist;

10.6.2.2. Comprehensive psychiatric assessment by an Arizona licensed prescribing provider within 7 days of admission to the RTC program;

10.6.2.3. All RTC patients will receive a hearing and vision screening within 7 calendar days of a flag being entered into the Electronic Health Record. Contractor will schedule a complete hearing and vision exam for those that screen positive on either screening 7 calendar days of the screening. Results from the exams must be documented in the client's medical record. Contractor will provide adaptive equipment such as eyeglasses or hearing aids to patients for any diagnosed impairment as soon as possible but not later than 45 days;

10.6.2.4. A minimum of one face to face assessment of at least 30 minutes every 30-day period within a calendar month with each RTC patient by an Arizona licensed prescriber, or more often as indicated by RTC staff;

10.6.2.5. Contractor's assigned prescriber must participate in hearings or other legal proceedings for RTC patients as needed for issues of forced medication. 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

which is up to the Judge. 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

10.6.2.6. Contractor's assigned prescriber will attend weekly staffings of case to discuss clinical issues, review medications, and to discuss overall treatment progress. Documentation that this staffing occurred is to be recorded in the medical record of each defendant discussed. It is the prescriber's responsibility to contact the forensic psychologist to provide the medical update.

10.6.3. County RTC may request medical examinations, tests, labs or a referral to a specialist; the Contractor will assist in getting these items ordered for forensic needs, irrespective of Contractor's medical necessity requirements.

10.6.4. Although nearly all restoration cases are handled locally in Pima County, Contractor must coordinate continuity of care for patients 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 patient's medical/behavioral health progress, documenting such updates in the health record, reviewing ASH health records of patients and making recommendations regarding housing and treatment upon return to the PCADC. The County will pay ASH for these hospitalizations.

10.6.5. All contacts between Contractor and RTC patients shall be documented in the electronic health record.

10.6.6. Contractor will allot staff hours to fulfill the requirements of this section. The time allotted for the prescriber shall depend upon the population of the RTC.

10.6.7. Contractor will be paid for a maximum of 16 hours per week (for a census range of 0-35) and a maximum of 20 hours per week (for a census of 36-50 individuals) of prescriber time for services provided to patients who are on the active RTC caseload.

10.6.8. 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 assigned prescriber will prepare required clinical documentation for, and testify at, any such Sell hearing. The hours per week of prescriber time detailed in the previous paragraphs shall not include preparation for and testimony related to Sell Hearings for RTC patients.

10.7. Inmate Navigation, Enrollment, Support and Treatment (INVEST) Program

10.7.1. Contractor must provide all health care services to patients who are in the PCADC INVEST program. Contractor will coordinate with County's INVEST program staff for all services, including behavioral health services, needed by patients in the County's INVEST program. Contractor will be responsible for providing, at a minimum, the following psychiatric services to the INVEST patients:

10.7.1.1. Prescription of medication, as needed (including non-formulary), by an Arizona licensed prescriber;

10.7.1.2. Comprehensive mental health evaluation (MHE) by an Arizona board certified Master's level clinician within 14 days of admission to the INVEST program;

- 10.7.1.3. Comprehensive psychiatric evaluation by an Arizona licensed prescriber within 14 days of admission to the INVEST program;
- 10.7.1.4. Chronic care assessment by a licensed prescriber within 14 days of admission to the INVEST program;
- 10.7.1.5. A minimum of one face-to-face clinical session of at least 30 minutes with each INVEST patient by an Arizona board certified Master's level clinician every 30 days, or more as indicated by INVEST staff; All INVEST patients will receive a hearing and vision screening within 7 calendar days of a flag being entered into the Electronic Health Record. Contractor will schedule a complete hearing and vision exam for those that screen positive on either screening 7 calendar days of the screening. Results from the exams must be documented in the client's medical record
- 10.7.1.6. INVEST staff may request medical examinations, tests, labs or a referral to a specialist; the Contractor will assist in getting these items ordered for forensic needs, irrespective of Contractor's medical necessity requirements.

11. Offsite Services

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

- 11.1. 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 patients 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.
- 11.2. Contractor will refer patients 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 patients are returned for onsite care as soon as is medically appropriate.
- 11.3. 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.
- 11.4. Contractor must coordinate with PCADC custody staff to arrange for transportation to and from community providers for all offsite services.
- 11.5. Contractor will provide, or cause to be provided, proactive Utilization Management services for all healthcare services provided to patients 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 patients, and expeditious discharge of patients to be returned to the PCADC or housed in an alternative setting.

11.6. Contractor will establish and update as necessary policies and procedures for sending patients 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.

11.7. Outpatient Services Provided in the Community

11.7.1. 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 patient sent to community providers. Contractor will integrate community providers' consultations into patient records and incorporate their findings and recommendations into patients' plans of care to the extent that such findings and recommendations are appropriate, in the exercise of Contractor's best professional judgment.

11.7.2. 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 patient's health record within forty-eight (48) hours of the encounter.

11.7.3. 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.

11.7.4. 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 patients 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 patients.

11.7.5. 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: Pricing and Compensation**.

11.7.6. As a means of reducing the need and frequency of referral for off-site health care services for patients at the PCADC, Contractor will work with Pima County's Correctional Health Quality Management Team 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.

11.8. Inpatient Services Provided in the Community

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

11.8.1. The Contractor must notify the County within 24 hours of any patient being placed in observation status in a hospital setting, and notify the County within 24 hours of the patient being admitted as an inpatient in a hospital setting so that County staff can verify patient eligibility for AHCCCS or identify any applicable insurance and thus reduce the cost of the hospitalization. The Contractor shall monitor each patient who

remains in custody while an inpatient at a hospital and perform utilization review services.

- 11.8.2. As soon as the patient 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 patients to the PCADC medical observation unit as soon as possible without compromising the patient's medical condition. PCADC personnel will work with other County personnel to resolve any barriers to returning the patient 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 patient in the medical observation unit.

12. Release and Transfer Planning

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

12.1. Planned Releases and Coordination of Care

- 12.1.1. 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 patients upon release. Contractor will develop policies and procedures to maximize the use of available community resources in release planning.
- 12.1.2. 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 patients 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.
- 12.1.3. The Contractor shall coordinate with the Pima County Health Department (PCHD) to ensure follow-up for those patients that are released and require follow-up related to a reportable communicable disease (see EXHIBIT D). If a patient is released before laboratory results are received, the Contractor shall mail a letter/notification to the patient'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

- 12.2.1. The Contractor shall establish and implement a procedure to communicate confidential critical health information of a patient that is transferred to another

correctional facility. At a minimum, the Contractor shall complete a transfer summary and send it with the patient at the time of transfer. The Transfer Form shall include:

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

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

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

13. Health Records Management **NCCHC Requirements: See Standard J-A-07 Health Records**

13.1. Ownership of Health Records

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

13.1.2. 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.

13.1.3. 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.

13.1.4. 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

13.2.1. The Contractor is required to manage patient health information at the PCADC utilizing the County-licensed Electronic Health Record during the term of this Contract.

13.3. 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.

13.3.1. See **Exhibit C** for the Business Associate Agreement.

13.4. Release of Health Records

13.4.1. The Contractor shall ensure that patient health records required for judicial proceedings are provided timely to those who are authorized to receive such records. Any other release of records must be coordinated through the PCADC administration or designee.

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

13.5. 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.

14. Training for Correctional Officers

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

14.1 Contractor will provide via a NCCHC certified professional training annually and as requested by the Sheriff, 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, MAT services, 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 patients in a safe and secure environment.

14.1.1. See Standard for minimum health-related training required and compliance indicators.

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.
- 15.2.** The Contractor may only utilize personnel who pass the background check required by the Sheriff's Department. Health care services personnel delivering services to patients must comply with the Sheriff's Department's random drug testing requirements.
- 15.2.1. The Sheriff's Department Medical Personnel Supervisor shall produce a monthly mandatory drug screening report, listing names randomly selected by an automated computer program. To ensure the screening remains random, all members and employees of the Contractor shall have an equal opportunity to be selected each month.
- 15.2.2. For any positive result the Medical Personnel Supervisor will inquire with the Contractor about the employee and if they have any documented prescriptions. The positive results shall be immediately reported to the Staff Services Commander and Administrative Division Commander to determine if the positive results will be sent to the Medical Review Officer (MRO).
- 15.2.3. If the positive result is not resolved by the MRO then it shall be referred to the Administrative Division Commander. Results will be shared with the Contractor.
- 15.2.4. Failure to comply and/or satisfactorily complete any part of the compulsory drug screening process, random and new hire, will result in the employee being denied access to the Pima County Adult Detention Complex and is prohibited from providing any services in the Pima County Adult Detention Complex.
- 15.3.** 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.
- 15.4.** 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, and Chief Psychiatrist. Contractor will obtain County Behavioral Health Department and Sheriff's Department approval prior to filling a vacant leadership position.

- 15.5.** 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:
- 15.5.1. Training in Blood and Body Fluid Precautions as set out by OSHA standards;
 - 15.5.2. Immunization for hepatitis B or, in the alternative, an OSHA declination of such immunization;
 - 15.5.3. Trained and certified in Basic Life Support - Cardiopulmonary Resuscitation
 - 15.5.4. (BLS-CPR) with re-certification every two years and AED use with re-certification on an annual basis;
 - 15.5.5. Annual Tuberculin skin test, chest x-ray or other acceptable health test or survey; and
 - 15.5.6. Immunization for or immunity to measles and rubella.
 - 15.5.7. Immunization for the SARS-COV-2 virus that causes COVID-19 or any other immunizations recommended by the Centers for Disease Control and required by Pima County.
- 15.6.** 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.
- 15.7.** 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.
- 15.8.** 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.
- 15.9.** 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.
- 15.10.** 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.
- 15.11. Personnel Administration**
- 15.11.1. The Contractor shall ensure each personnel file contains written evidence of skills and competencies specific to the services that the personnel are providing.

- 15.11.2. 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.
- 15.11.3. In the event any related patient or any patient 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.
- 15.11.4. At its own expense, Contractor must conduct periodic screening for radiation exposure of imaging personnel.
- 15.11.5. Contractor shall conduct required communicable disease testing and immunizations for Contractor personnel, including testing and immunization for SARS-COV-2 virus and influenza or any other required immunizations.
- 15.11.6. 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.
- 15.11.7. 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.
- 15.11.8. 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:
- 15.11.8.1. Any lapse or expiration of any licensure or certification;
 - 15.11.8.2. Exclusion from participation with federally-funded health programs;
 - 15.11.8.3. Restrictions to a provider's license;
 - 15.11.8.4. Revocation of a provider's license;
 - 15.11.8.5. Restriction or removal of a prescribing provider's DEA certification;
 - 15.11.8.6. 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;
 - 15.11.8.7. Any arrests, summons, citations or convictions for a felony, or a misdemeanor offense; and
 - 15.11.8.8. Any complaint filed against a provider's license.
 - 15.11.8.9. Copies of notification must be sent to the Correctional Health Manager and Director of Pima County Behavioral Health within two working days of learning of adverse actions taken against staff.
- 15.11.9. 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.

15.12. 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 A1-3: Staffing Commitment – PCADC**. Monthly schedules will be submitted to the County on a monthly basis with required reports and must include notes related to call-outs and Paid Time Off. Daily staff assignments will be submitted to the County on a daily basis and must include notes related to call-outs and floating positions

15.12.1. Contractor shall ensure 100% daily compliance for all staffing positions. Contractor may utilize like-kind or staff with higher credentials to fulfill the vacant staff position and this provision shall allow for Contractor, for non-leadership personnel only, to modify the required staffing hours by substituting up to 1.00 FTE of required medical doctor/psychiatrist time with up to 2.00 FTE NP/PA or psych NP/PA time. Two hours of total services rendered by NP/PA or psych NP/PA shall be considered equivalent to one hour of service rendered by medical doctor or psychiatrist. County will pay for this staff at the rate assigned to the vacant staff position only.

15.12.2. **Staffing Credits.** Failure to adhere to the foregoing staffing requirements as set forth in **Attachment A1-3** will, in the exclusive and sole discretion of the County, result in monetary credits for unfilled/unpaid positions and/or hours. Credits will be determined based on the monthly summary staffing report excluding Paid Time Off. Failure to adhere to the foregoing staffing requirements set forth in **Attachment A1-3** shall result in a monetary credit for unfilled positions and/or hours as set forth in **Attachment B**.

15.12.3. **Personnel Fulfillment Requirements.** Contractor will take immediate action in order to meet the requirement that LEADERSHIP positions as set forth in Section 15.13.14 which are vacant (vacant shall include any extended leave, including maternity and disability) should be filled within thirty (30) days from the date of such vacancy to ensure Contractor will meet all performance obligations. Positions shall not be considered vacant for purposes of this paragraph if filled by qualified temporary staff for a period of not more than ninety (90) days. A position shall be considered vacant after 30 days of absence. County will credit against the basic services fee the cost of salary and fringe benefits plus 10% for each day that a position contained in the staffing model approved in the contract remains unfilled beyond the thirty day period.

15.12.4. 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 call 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.

15.12.5. **Staffing Reports.** A staffing report will be completed based on the payrolls paid within the month. Reports must coincide with and otherwise match the monthly staffing schedule and period being invoiced.

15.12.5.1. Each daily report must list positions by functional area of the shift and hours to be worked and by whom for each position title by day of the week.

15.12.5.2. 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. The report must reflect the time period being invoiced.

15.13. 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 B1-2: Business Requirements – PCADC.**

- 15.13.1. 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. Contractor is required to provide sufficient staff to meet the time limits set forth in Section 4.1.1, even if intake surges or backlog occur.
- 15.13.2. At least one RN will be present in the Medical Observation Unit 24/7.
- 15.13.3. At least one RN will be assigned and available for sick call and other tasks 24/7.
- 15.13.4. At least one RN to staff a male and female detoxification unit 24 hours a day, seven days a week.
- 15.13.5. At least one RN to staff a Medication Assisted Treatment program 24 hours a day, seven days a week.
- 15.13.6. At least one LPN to staff a Medication Assisted Treatment program 8 hours a day, seven days a week.
- 15.13.7. At least one qualified behavioral health professional to provide discharge planning for a Medication Assisted Treatment program 8 hours a day, Monday through Friday.
- 15.13.8. At least one mid-level prescribing provider to staff a Medication Assisted Treatment program at .5 FTE.
- 15.13.9. At least one Dentist to provide dental services for both juvenile and adult patients.
- 15.13.10. At least one dental hygienist to provide dental services for both juvenile and adult patients.
- 15.13.11. At least one full-time Special Populations Clinical Navigator dedicated to coordinating services for special populations, including but not limited to, individuals at risk for transmitting HIV, individuals enrolled in Pima County's Restoration to Competency and INVEST programs, and individuals petitioned to undergo court ordered evaluation. This position must manage the Court-Ordered Evaluation queue in the County-licensed Electronic Health Record.
- 15.13.12. At least one full-time position dedicated to coordinating offsite transport and services for health care. The Offsite Health Care Coordinator and Scheduler will manage ER referral and hospital admission reporting and document when discrepancies between data received from offsite provider and the ER Referral and Hospital Admits report in the Electronic Health Record are identified.
- 15.13.13. Contractor will provide, at a minimum, the following personnel to staff a 24/7 Medication-Assisted Treatment (MAT) program:
 - 15.13.13.1. MAT Nurse Practitioner or Physician Assistant at .5FTE
 - 15.13.13.2. MAT Licensed Practical Nurse (LPN) at 1.4 FTE
 - 15.13.13.3. MAT Registered Nurse (RN) at 1.0 FTE
 - 15.13.13.4. MAT Licensed Substance Abuse Counselor (LISAC) at 1.0 FTE to manage discharge planning with community providers.
- 15.13.14. The Contractor must hire and staff the following NCCHC-certified LEADERSHIP positions, and have at least 1 full-time equivalent (FTE) for each:
 - 15.13.14.1. Health Services Administrator
 - 15.13.14.2. Director of Nursing
 - 15.13.14.3. Medical Director
 - 15.13.14.4. Director of Behavioral Health Services
 - 15.13.14.5. Chief Psychiatrist
- 15.13.16. 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.Reports@pima.gov.

15.14. Healthcare Workforce Development

- 15.14.1. The Contractor will require all Leadership positions to obtain Certified Correctional Health Professional (CCHP) credentials within the first year of the contract. Contractor will encourage all other medical, dental and behavioral health staff in obtaining their CCHP within the length of the contract.
- 15.14.2. 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.
- 15.14.3. 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.

- 16.1.1. The Contractor shall review, evaluate and respond to patient 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.
- 16.1.2. As dictated by the Court, Contractor may be required to testify in response to requests filed by or on behalf of patients or concerning writs of habeas corpus.

16.2. Utilization Management (UM)

- 16.2.1. Contractor will provide, or cause to be provided, UM services for all healthcare services provided to patients, 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.

16.2.2. Contractor UM leadership and Health Services Administrator are required to meet with the County Correctional Health Quality Management team at least annually to review the Contractor's UM process and annual data for the site.

16.2.3. 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:

16.3.1. Completion and reporting of health service related incident reports to the County;

16.3.2. Death and Serious Adverse Event Reviews (SAER) as related to health care services;

16.3.3. Completion of patient profiles for high risk patients; and

16.3.4. Participation in County Quality Assurance program and meetings as requested.

16.3.5. 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.

16.3.6. 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 patient health care are met.

16.3.7. Contractor must immediately notify the Correctional Health Manager and Director of Pima County Behavioral Health or designee in the event of:

16.3.7.1. Death of a patient (non-suicide);

16.3.7.2. Suspected or confirmed overdose of any substance;

16.3.7.3. Cases of medication diversion, especially MAT medications;

16.3.7.4. Suicide or suicide attempt resulting in injury that requires transport offsite or treatment in the infirmary;

16.3.7.5. Serious injury (requiring transport offsite or treatment in the infirmary);

16.3.7.6. Any extraordinary event (i.e. riot, disaster, evacuation, hostage situation, elopement, infectious disease outbreak, PREA, etc.);

16.3.7.7. Birth(s) on site; and

16.3.7.8. Health condition resulting in death or near death requiring emergency transport.

16.3.8. Death and Serious Adverse Event Review (SAER)
NCCHC Requirements: See J-A-09 Procedure in the Event of an Inmate Death.

- 16.3.8.1. A Death and Serious Adverse Event review (SAER) must occur in the following circumstances:
 - 16.3.8.1.1. The death of a patient while in custody;
 - 16.3.8.1.2. Any other serious events as requested by the County.

- 16.3.8.2. A Serious Adverse Event review (SAER) may occur in the following circumstances:
 - 16.3.8.2.1. Suicide attempt resulting in severe morbidity;
 - 16.3.8.2.2. A patient sustains an injury resulting in severe morbidity, e.g., injury requiring amputation or resulting in permanent paralysis;
 - 16.3.8.2.3. A patient reports physical or sexual assault;
 - 16.3.8.2.4. When a MAT medication diversion occurs; and
 - 16.3.8.2.5. Any other serious events as requested by the County.

- 16.3.8.3. 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.

- 16.3.8.4. Within 24 hours of a death, Contractor will work with the Pima County Behavioral Health team to schedule an initial mortality or serious adverse event review. Two reviews must occur; an initial review, to take place within 14 days, and a post-autopsy review once a medical examiner report is completed. The review will address the following questions:
 - 16.3.8.4.1. Could the medical response at the time of death be improved?
 - 16.3.8.4.2. Was an earlier intervention possible?
 - 16.3.8.4.3. Independent of the cause of death, is there any way to improve care?

- 16.3.8.5. In the case of a suicide, a psychological autopsy will be included in the review which will be based on a detailed review of all the file information on the patient, a careful examination of the suicide site, and interviews with staff and other patients familiar with the deceased.

- 16.3.8.6. At a minimum, at least one representative from the Contractor's behavioral health team and one Leadership staff or their designee 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.

- 16.3.8.7. When a quality management deficiency is identified by the PCBH Correctional Health Quality Management team, the Contractor is required to acknowledge the notice of deficiency within three business days. Failure to provide acknowledgement within that time frame will result in the liquidation of business requirements per **Attachment B1-2**. Contractor must prepare an Action Plan to correct the deficiency, 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 PCBH Correctional Health Quality

Management team. The results shall serve as documentation of Contractor's actions and initiate County assistance to the Contractor if necessary.

16.3.9. County's Quality Assurance / Performance Improvement Program

16.3.9.1. County operates a Quality Assurance/Performance Improvement (QA/PI) program to assess the quality of health care services provided to patients, 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.

16.3.9.2. 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 patient 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

16.4.1. 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 patients. 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.

16.4.2. County has established certain clinical standards ("Minimum Performance Indicators") related to evaluating the quality of health care provided to patients. 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 A1-1: Minimum Performance Indicators**. Failure to meet the Performance Indicators will result in Liquidated Damages.

16.4.2.1. Contractor may be eligible to receive monetary incentives for meeting all minimum performance indicators and achieving additional quality of care indicators as defined in Exhibit B: Pricing and Compensation.

16.5. Corrective Action Plans (CAPs)

16.5.1. 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:

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

16.6. Other QA/QM Activities

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

- 16.6.1.1. Onsite review visits;
- 16.6.1.2. Health record review;
- 16.6.1.3. Investigation, analysis, tracking and trending of quality of care issues including mortality reviews, incident reporting and follow-up, grievances, complaints and follow-up;
- 16.6.1.4. Status of corrective action plans;
- 16.6.1.5. Review of Contractor QA/QM plan and activities, including committee minutes, monitoring reports and follow-up;
- 16.6.1.6. Review of compliance with safe workplace standards set forth by the Occupational Safety and Health Administration and County;
- 16.6.1.7. Infection control plan and activities, including committee minutes, monitoring reports and follow-up, testing activity and follow-up, review of incidence reporting;
- 16.6.1.8. Personnel record review, including licensure/certification, training, and disease monitoring requirements;
- 16.6.1.9. Review of professional credentialing files;
- 16.6.1.10. Review site accreditation, licensure, certification and registration status; and
- 16.6.1.11. 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-1-06, Medical and Other Research.

- 16.7.1. Contractor shall not conduct or participate in research projects involving patients without the prior written consent of the County who shall consult with the Sheriff's Department before providing such consent.
- 16.7.2. Contractor will assist with scheduling, consultation, and referral of any patient participating in any County-initiated and approved research project. In every case, the Contractor shall secure written informed consent from the patient who is subject

of a research project prior to the patient's participation as a subject.

16.7.3. 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 Correctional Health Manager, 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 16.3.8 of this EXHIBIT A, Part I, for incidents that require Contractor make notification to the County.

17.2. Service Utilization, Cost and Outcome Data.

17.2.1. The County requires raw data and certain reports on a regular and ad-hoc basis to:

17.2.1.1. Evaluate the quality of care provided;

17.2.1.2. Obtain demographic data that describes the population receiving the services;

17.2.1.3. Justify the cost of the services; and

17.2.1.4. Collect data for trending and planning.

17.2.2. The Contractor shall electronically provide the County with designated data on a monthly basis and at ad-hoc request as specified by the County. The Contractor shall provide daily data regarding diversions, hospitalizations, and transports offsite for emergency service to designated County staff via the County-licensed electronic health record. Contractor will report to County separate utilization and health data for Remanded Juveniles. Detailed reports on services provided offsite are also required in order to facilitate payment of services.

17.2.3. 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.

17.2.4. A monthly Comprehensive Pharmacy Report is also required that includes, at a minimum, monthly aggregates of type, dosage, cost, name and/or brand, price, and number of prescriptions distributed to patients.

17.3. Staffing Reports

17.3.1. 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 and must demonstrate completion of the critical staffing requirements and include the information outlined in Section 15 above.

17.4. Data Transmission and Reporting Requirements

17.4.1. All data shall be transmitted electronically, in compliance with HIPAA requirements, on a schedule agreeable to both the Contractor and the County. See **Attachment A1-2: Required Reports** for a sample listing of required reports.

17.4.2. The Contractor shall be responsible for providing all reports and data in an electronically accessible, ODBC compliant database format agreed to by County.

17.4.3. 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

17.5.1. The NCCHC standards require regular administrative meetings to facilitate the delivery of health care services to patients 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.

17.5.2. 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.

17.5.3. 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 patient names or details that could identify patients.

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.

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

18.1.2. A patient 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 patient's refusal must be evaluated by a physician or mid-level provider. In situations where the refusal may seriously jeopardize the patient's health or pose a health risk to others, the patient will be brought to the medical unit for further evaluation and explanation.

18.1.3. 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.

- 18.1.4. 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

- 18.2.1. Patients 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 patient at PCADC in order to expedite compliance with such court orders.
- 18.2.2. 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:
 - 18.2.2.1. Order the patient to comply with certain treatment plans;
 - 18.2.2.2. Authorize the Contractor to administer treatment on an involuntary basis; and/or
 - 18.2.2.3. Otherwise impact the patient's health care and the Contractor's role in the patient's health care services continuum.
- 18.2.3. The Contractor shall maintain a log of all minute entries received, including the date received and action taken, and enter minute entries into the Electronic Health Record to 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.
- 18.2.4. The Contractor shall comply with the Court's order specifying the Court's expectation that medication is to be administered to patients "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 patient's failure to take medication contributes to behavior dangerous to self or others, or adversely impacts stabilization.

18.3. Subpoenas

- 18.3.1. Upon receipt of a subpoena for a patient'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.
- 18.3.2. 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

18.4.1. The PCADC houses in-custody defendants who are below the age of 18. The Contractor should be prepared to offer medical, mental health and dental care that are age-appropriate and timely for this group of patients at the PCADC. Contractor shall allocate staff on evening shifts to deliver routine care for remanded juveniles outside of school hours.

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

18.4.3. Immunizations

18.4.3.1. 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 will 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.

18.4.3.2. 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 patients as medically necessary, such as tetanus and flu. Any immunizations administered during patient's stay at PCADC shall be documented on the patient's transfer summary and entered into ASIIS.

18.4.4. **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.

END OF EXHIBIT A: SCOPE OF SERVICES - PART I PCADC

ATTACHMENT A1-1
PERFORMANCE INDICATORS - PCADC
 Effective October 1, 2022

Performance Indicator(s)	Frequency	Threshold	Financial Consequences of Not Meeting Performance Indicators (\$ per Indicator)
1. When transporting officer believes the patient may be a suicide risk or the patient has positive responses on the suicide risk assessment found on the mental health receiving screening, patient is placed on suicide watch.	Bi-Monthly	100%	\$1,000
2. If placed on suicide watch the patient receives daily evaluation by qualified mental health staff including post-suicide watch follow-up within 24 hours.	Bi-Monthly	100%	\$1,000
3. 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.	Bi-Monthly	90%	\$1,000
4. Medications reported but NOT verified were referred to a provider within 48 hours to determine new orders, if clinically appropriate.	Bi-Monthly	90%	\$1,000
5. Nurse Receiving Screening is completed no later than 4 hours after acceptance into facility.	Bi-Monthly	90%	\$1,000
6. Initial health assessments are completed no later than 14 calendar days after admission to the facility with treatment plan in place for patients identified as having chronic health condition.	Bi-Monthly	90%	\$1,000
7. The chart contains a completed mental health receiving screening (MHRS) by a MHP, MHRN or a RN trained to perform the MH screening, done prior to detainee being housed.	Bi-Monthly	90%	\$1,000
8. Mental Health Evaluation (MHE) is performed no later than 14 days after admission by a qualified MHP if patient screens positive on MHRS.	Bi-Monthly	90%	\$1,000
9. Oral Screening is performed no later than 14 calendar days from admission.	Bi-Monthly	90%	\$1,000
10. Instruction in oral hygiene and preventative oral education are given within 14 days of admission.	Bi-Monthly	90%	\$1,000

11. A face-to-face encounter is conducted by a qualified health care professional within 24 hours of receipt of the SCR by health staff.	Bi-Monthly	95%	\$1,000
12. Detainees displaying symptoms of mental illness that are documented to be either unwilling or unable to voluntarily participate in their mental health treatment will be referred for involuntary treatment if they meet criteria for same.	Bi-Monthly	95%	\$1,000
13. All individuals on the MH caseload will have individualized Treatment Plans completed at the time the condition is identified or within 24 hours of a status change and updated as warranted but no longer than 6 months.	Bi-Monthly	95%	\$1,000
14. Therapeutic interventions will relate back to the goals and strategies listed in the treatment plan.	Bi-Monthly	95%	\$1,000
15. Patients entering PCADC on MAT have their medication continued, or a plan for medically supervised withdrawal is initiated.	Bi-Monthly	95%	\$1,000
16. Patients entering PCADC who are intoxicated or undergoing withdrawal are placed on detox protocol (COWS/CIWA) and will be rounded on a minimum of three times per day. Those with elevated scores or increasing scores will be checked more often than every 8 hours as indicated by TechCare.	Bi-Monthly	95%	\$1,000
17. Pregnant detainees with active opioid use disorder receive evaluation upon intake, including offering and providing medication-assisted treatment (MAT) with methadone or buprenorphine.	Bi-Monthly	100%	\$1,000
18. For all completed assessments of detainees in custody-ordered restraints, record must contain documentation of patient assessment, as well as clear evidence any contraindications are communicated with Custody and a prescribing provider.	Bi-Monthly	95%	\$1,000
19. Upon notification that a detainee has been placed in segregation, a qualified health care professional reviews the health record for existing medical, dental, or mental health needs requiring accommodation and notify custody staff. The review and notification (if applicable) are documented in the health record.	Bi-Monthly	90%	\$1,000
20. All licensed staff receive peer review annually.	Annually	100%	\$1,000

Amendments may be made to this attachment with written approval from the County Behavioral Health Director.

**ATTACHMENT A1-2
REQUIRED REPORTS AND REPORTING SCHEDULE – PCADC**

Report #	Report	Frequency	Contract Reference
1	Invoice for Payment including Usage Report	Monthly	Attachment B1-3
2	Timesheet Report detailing employee name, position, worked hours, paid hours, and swipe data	Monthly	Exhibit B, Section 10.4
3	Staffing Vacancy Adjustment Report	Monthly	Exhibit B, Section 10.3
4	Offsite Healthcare Service Log and Tracking Reports	Monthly	Exhibit A, Part I, Section 11.7
5	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 18.2.3
7	Pharmacy Utilization Report	Monthly	Exhibit A, Part I, Section 17.2.4.
8	Licensing and Credential Log	July and January	Exhibit B, Part I, Section 15.1
9	Correctional Training Log	Quarterly	Exhibit A, Part I, Section 15

Notes:

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

ATTACHMENT A1-3 CONTRACTOR ONSITE STAFFING COMMITMENT

PCADC Health Care Staffing Plan	Shift Hours	Total Hours Per Day							Total Hrs/Wk	Annual Hours Committed	# FTEs (weekly / 40)
		Sun	Mon	Tue	Wed	Thu	Fri	Sat			
Main Jail Booking/Intake (24x7)											
Specify Position Title:											
RN Intake	1st Shift	12	12	12	12	12	12	12	84	4,368	2.10
LPN/EMT Intake	1st Shift	12	12	12	12	12	12	12	84	4,368	2.10
Master Level MH Prof - Licensed - Intake	1st Shift	8	8	8	8	8	8	8	56	2,912	1.40
Discharge Planner	1st Shift		8	8	8	8	8		40	2,080	1.00
Master Level MH Prof - Licensed - Intake	2nd Shift	8	8	8	8	8	8	8	56	2,912	1.40
RN Intake	3rd Shift	12	12	12	12	12	12	12	84	4,368	2.10
LPN/EMT Intake	3rd Shift	12	12	12	12	12	12	12	84	4,368	2.10
Master Level MH Prof - Licensed - Intake	3rd Shift	8	8	8	8	8	8	8	56	2,912	1.40
Sub Total, this Functional Area		72	80	80	80	80	80	72	544	28,288	13.60
Detox Unit (Male and Female)											
Specify Position Title:											
RN Detox Unit - Male and Female	1st Shift	12	12	12	12	12	12	12	84	4,368	2.10
RN Detox Unit - Male and Female	3rd Shift	12	12	12	12	12	12	12	84	4,368	2.10
Sub Total, this Functional Area		168	184	184	184	184	184	168	1,256	65,312	4.20
Medication Administration Treatment											
Specify Position Title:											
MAT LPN	1st Shift	20	20	20	20	20	20	20	140	7,280	3.50
MAT RN	1st Shift		8	8	8	8	8		40	2,080	1.00
MAT PA/NP	1st Shift		4	4	4	4	4		20	1,040	0.50
Discharge Planner (LISAC/LMSW) MAT	1st Shift		8	8	8	8	8		40	2,080	1.00
Sub Total, this Functional Area		20	40	40	40	40	40	20	240	12,480	6.00
Main Jail Medication Administration											
Specify Position Title:											
LPN Med Pass	1st Shift	32	32	32	32	32	32	32	224	11,648	5.60

LPN Med Pass	2nd Shift	32	32	32	32	32	32	32	224	11,648	5.60
Sub Total, this Functional Area		64	64	64	64	64	64	64	448	23,296	11.20
Main Jail Sick Call Requests Triage											
Specify Position Title:											
RN Sick Call	1st Shift	12	12	12	12	12	12	12	84	4,368	2.10
RN Sick Call	3rd Shift	12	12	12	12	12	12	12	84	4,368	2.10
Physicians Assistant / Nurse Practitioner - Sick Call/Triage/Chronic Care	1st Shift		8	12	8	8	8		44	2,288	1.10
Physicians Assistant / Nurse Practitioner - Sick Call/Triage	2nd Shift		8	8	8	8			32	1,664	0.80
Medical Assistant Clinic/Phlebotomy - Sick Call/Triage	1st Shift		8	8	8	8	8		40	2,080	1.00
Sub Total, this Functional Area		24	48	52	48	48	40	24	284	14,768	7.10
Main Jail Chronic Care Management											
Specify Position Title:											
LPN Chronic Care Coord./Scheduler - Chronic Care Management	1st Shift		8	8	8	8	8		40	2,080	1.00
Sub Total, this Functional Area		-	8	8	8	8	8	-	40	2,080	1.00
Main Jail Other Triage and Treatment											
Specify Position Title:											
RN Supervisor	1st Shift	12	12	12	12	12	12	12	84	4,368	2.10
RN Supervisor	3rd Shift	12	12	12	12	12	12	12	84	4,368	2.10
RN Main Clinic	1st Shift	12	12	12	12	12	12	12	84	4,368	2.10
RN Main Clinic	3rd Shift	12	12	12	12	12	12	12	84	4,368	2.10
OBGYN Clinic	1st Shift		4						4	208	0.10
Sub Total, this Functional Area		48	52	48	48	48	48	48	340	17,680	8.50
Main Jail Medical Observation Unit Care											
Specify Position Title:											
RN Medical Observation Unit	1st Shift	12	12	12	12	12	12	12	84	4,368	2.10
LPN Medical Observation Unit	1st Shift	8	8	8	8	8	8	8	56	2,912	1.40
CNA Medical Observation Unit	1st Shift	8	8	8	8	8	8	8	56	2,912	1.40
CNA Medical Observation Unit	2nd Shift	8	8	8	8	8	8	8	56	2,912	1.40
RN Medical Observation Unit	3rd Shift	12	12	12	12	12	12	12	84	4,368	2.10
Sub Total, this Functional Area		48	48	48	48	48	48	48	336	17,472	8.40
Main Jail Mental Health Services--General Population											

Specify Position Title:												
Psychiatric Nurse Practitioner	1st Shift		7	7	7	7	7		35	1,820	0.875	
Master Level MH Prof - Licensed (Outpatient)	1st Shift		24	24	24	24	24		120	6,240	3.00	
Master Level MH Prof - Licensed (Segregation)	1st Shift		8	8	8	8	8		40	2,080	1.00	
Substance Abuse Counselor	1st Shift		4	4	4	4	4		20	1,040	0.50	
Master Level MH Prof - Licensed (Outpatient)	2nd Shift		12	12	12	12	12		60	3,120	1.50	
Substance Abuse Counselor	2nd Shift		4	4	4	4	4		20	1,040	0.50	
Discharge Planner (LISAC/LMSW)	1st Shift		8	8	8	8	8		40	2,080	1.00	
Sub Total, this Functional Area			-	75	75	75	75	75	-	375	19,500	8.375

Main Jail Mental Health Services--Acute (Inpatient) Mental Health Unit

Specify Position Title:												
Psychiatrist - Mental Health Unit	1st Shift		5		5		5		15	780	0.375	
Psychiatric Nurse Practitioner - Mental Health Unit	1st Shift			8		8			16	832	0.40	
Master Level MH Prof - Licensed - Mental Health Unit	1st Shift		8	8	8	8	8		40	2,080	1.00	
Bachelor Level MH Professional - Mental Health Unit	1st Shift	8	8	8	8	8	8	8	56	2,912	1.40	
MH RN - Mental Health Unit	1st Shift	12	12	12	12	12	12	12	84	4,368	2.10	
Master Level MH Prof - Licensed - Mental Health Unit	2nd Shift		4	4	4	4	4		20	1,040	0.50	
Bachelor Level MH Professional - Mental Health Unit	2nd Shift	8	8	8	8	8	8	8	56	2,912	1.40	
MH RN - Mental Health Unit	3rd Shift	12	12	12	12	12	12	12	84	4,368	2.10	
MH Clerk	1st Shift		24	24	24	24	24		120	6,240	3.00	
Sub Total, this Functional Area		40	81	84	81	84	81	40	491	25,532	12.275	

Main Jail Mental Health Services--Sub-Acute (Step down) Mental Health Unit

Specify Position Title:												
Psychiatrist - Mental Health Unit - Sub Acute	1st Shift		4	4	4	4	4		20	1,040	0.50	
Psychiatric Nurse Practitioner - Mental Health Unit - Sub Acute	1st Shift		4	4	4	4	4		20	1,040	0.50	
Master Level MH Prof - Licensed - Mental Health Unit - Sub Acute	1st Shift		8	8	8	8	8		40	2,080	1.00	
Bachelor Level MH Professional - MHU - Sub Acute	1st Shift	8	8	8	8	8	8	8	56	2,912	1.40	
Master Level MH Prof - Licensed - Mental Health Unit - Sub Acute	2nd Shift		4	4	4	4	4		20	1,040	0.50	
Bachelor Level MH Professional - MHU - Sub Acute	2nd Shift	8	8	8	8	8	8	8	56	2,912	1.40	
Sub Total, this Functional Area		16	36	36	36	36	36	16	212	11,024	5.30	

Main Jail Mental Health Services--RTC Coordination and Tracking, Title 36 Psych Evaluations and Court Ordered Treatment, Rule 11

Specify Position Title:												
Psychiatrist - RTC Coordination and Tracking	1st Shift		4	4	4	4	4		20	1,040	0.50	

Sub Total, this Functional Area		-	4	4	4	4	4	-	20	1,040	0.50
Dental Services											
Specify Position Title:											
Dentist	1st Shift		8	12	8	12	12		52	2,704	1.30
Dental Assistant	1st Shift		16	16	16	16	16		80	4,160	2.00
Dental Hygienist	1st Shift		8						8	416	0.20
Sub Total, this Functional Area		-	32	28	24	28	28	-	140	7,280	3.50
Imaging Services											
Specify Position Title:											
Radiology Tech	1st Shift		4	4	4	4	4		20	1,040	0.50
Sub Total, this Functional Area		-	4	4	4	4	4	-	20	1,040	0.50
Total Direct Patient Care Staff		376	604	619	600	615	604	376	3,794	197,288	90.45
Leadership Personnel											
Specify Position Title:											
Health Services Administrator	1st Shift		8	8	8	8	8		40	2,080	1.00
Director of Nursing	1st Shift		8	8	8	8	8		40	2,080	1.00
Medical Director	1st Shift		8	8	8	8	8		40	2,080	1.00
Director of Behavioral Health (MA)	1st Shift		8	8	8	8	8		40	2,080	1.00
Chief Psychiatrist	1st Shift		8	8	8	8	8		40	2,080	1.00
RN Infection Control (Infection Preventionist)	1st Shift		8	8	8	8	8		40	2,080	1.00
Special Population Clinical Navigator	1st Shift		8	8	8	8	8		40	2,080	1.00
Sub Total, this Functional Area		-	40	40	40	40	40	-	200	10,400	7.00
Medical Records Management and Support Staff											
Specify Position Title:											
Administrative Assistant	1st Shift		8	8	8	8	8		40	2,080	1.00
Offsite Coordinator and Scheduler	1st Shift		8	8	8	8	8		40	2,080	1.00
LPN Pharmacy Coordinator	1st Shift	8	8	8	8	8	8	8	56	2,912	1.40
IT Liaison/EHR Specialist	1st Shift		8	8	8	8	8		40	2,080	1.00
Sub Total, this Functional Area		8	32	32	32	32	32	8	176	9,152	4.40

Total Leadership and Support		8	72	72	72	72	72	8	376	19,552	11.40
GRAND TOTAL		384	676	691	672	687	676	384	4,170	216,840	101.85

Critical Positions are highlighted in blue

Cost-neutral amendments may be made to this attachment with written approval from the County Behavioral Health Director.

ATTACHMENT A1-4
QUALITY OF CARE INDICATORS AND INCENTIVES - PCADC
 Effective October 1, 2022

Performance Indicator(s)	Frequency	Threshold	Financial Incentive for meeting or Exceeding Performance Indicators (\$ per Indicator)
Adults with BMI in excess of 25 receive weight assessment and nutrition and physical activity counseling	Quarterly	90%	\$1,000
Patients 50+ are offered Zoster vaccines	Quarterly	90%	\$1,000
Patients 65+ are offered pneumococcal vaccine	Quarterly	90%	\$1,000
Diabetic patients are offered a retinal eye exam annually	Quarterly	90%	\$1,000
All patients are offered an annual flu vaccination	Monthly October - March	90%	\$1,000
Full-time staff receive and maintain CCHP certification as documented in the Licensing and Credentialing Log submitted to Pima County	Quarterly	75% of full-time staff	\$5,000
Patients with length of stay of 12 months received clinically indicated preventative dental procedures, including cleanings and scalings.	Quarterly	90%	\$1,000
Female patients with a length of stay of 12 months or more receive a Well Woman Exam	Quarterly	90%	\$1,000
Pregnant patients with a length of stay exceeding 30 days receive monthly prenatal visits until discharge or delivery	Quarterly	90%	\$1,000
Post-partum patients receive a follow-up postpartum visit within 14 days following delivery	Quarterly	90%	\$1,000
Charts indicate that community providers have been engaged to receive collateral documentation / health records upon booking or upon discharge from inpatient hospitalization	Quarterly	90%	\$1,000
Nurse Receiving Screening is completed no later than 120 minutes after acceptance into facility.	Quarterly	90%	\$1,000

ATTACHMENT A1-5
PERFORMANCE INDICATORS – Restoration to Competency
 Effective October 1, 2022

Performance Indicator(s)	Frequency	Threshold	Financial Consequences of Not Meeting Performance Indicators (\$ per Indicator)
1. All psychiatrist and MHP notes will be documented by the end of the shift the same day the encounter occurred on unless extraordinary circumstances delayed the entry. These circumstances must also be documented.	Quarterly	100%	\$3,000
2. A comprehensive assessment by an Arizona Licensed psychiatrist is completed within 7 days of patient admission to the RTC program.	Quarterly	100%	\$3,000
3. A face-to-face clinical assessment of at least 30 minutes is conducted by the psychiatrist assigned to the RTC program at least every 30 days, or more frequently as indicated by RTC staff utilizing individual treatment plans.	Quarterly	100%	\$3,000
4. Documentation shows the psychiatrist assigned to the RTC program and the RTC psychologist meet to staff each RTC participant at least monthly.	Quarterly	100%	\$3,000
5. At the request of the RTC psychologist, medical examinations, testing, or specialist referrals based on forensic need (which may not be the same as medical need) will be completed, or, if offsite, scheduled within 5 business days.	Quarterly	100%	\$3,000
6. RTC patients will receive hearing and vision screening within 7 days of admission into RTC. Those that screen positive will have a follow-up appointment scheduled with the appropriate specialist within 7 days of screening.	Quarterly	100%	\$3,000

Amendments may be made to this attachment with written approval from the County Behavioral Health Director.

EXHIBIT A: SCOPE OF SERVICES - PART II PIMA COUNTY JUVENILE DETENTION CENTER

1. Facilities and Equipment

- 1.1. 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.
- 1.2. There are two 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.
- 1.3. 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 \$5000 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.
- 1.4. Contractor will be responsible for purchase, lease, repair, or maintenance of computer workstations, printers, fax machines or other office equipment at PCJDC.
- 1.5. 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.
- 1.6. 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.
- 1.7. 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

- 2.1. 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.
- 2.2. 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.

2.3. Arizona Department of Health Services Licenses

- 2.3.1. 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.
- 2.3.2. The County also requires that Contractor follow the Operational Standards and Best Practices for Juvenile Detention Care in Arizona as set forth in A.R.S. §§ 8-201(14); 8-203(A), and (B); 8-204; and 8-306(A).

2.4. NCCHC Accreditation

- 2.4.1. The Contractor shall operate the health care services in compliance with the NCCHC standards and accreditation requirements on an ongoing basis. 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 B2-2: Business Requirements - PCJDC**, and may result in termination of the Contract.
- 2.4.2. 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.
- 2.4.3. 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.
- 2.4.4. Contractor will apply for Mental Health Services and Opioid Treatment Program Accreditation prior to expiration of this Contract. Failure to obtain accreditation within this timeframe will be cause for termination of this Contract. If accreditation is not obtained, all deficiencies will be corrected within 30 days of receipt of notice of deficiencies from NCCHC and Contractor will reapply. This cycle will be repeated until accreditation is acquired.

2.5. CLIA Certificate of Waiver

- 2.5.1. 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.
- 2.5.2. 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 11/26/2022. The County

shall pay the necessary fees for renewal.

3. Standards, Policies and Procedures

- 3.1. 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.
- 3.2. 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.
- 3.3. 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.
- 3.4. 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.
- 3.5. 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.
- 3.6. Contractor will provide to the County and the Court a complete set of site-specific signed policies, procedures and forms by January 31, 2023.
- 3.7. 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, standard MH-E-02 Receiving Screening for Mental Health Needs Y-G-06, Patients with Alcohol and Other Drug Problems, and Y-G-07 Intoxication and Withdrawal.

4.1. Screening and medical diversions

- 4.1.1. 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.
- 4.1.2. 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

- 4.1.3. The Contractor shall have a protocol to identify and send offsite for care 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 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.
 - 4.1.4. 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. See section 4.2 for additional information.
 - 4.1.5. 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.
 - 4.1.6. The Contractor shall establish written protocols with local hospitals for referral of youths for medical clearance.
 - 4.1.7. 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:
- 4.2.1. Implement a procedure approved by Pima County 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.
 - 4.2.2. 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.
 - 4.2.3. 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.

4.2.4. Contractor shall identify youth with special needs or conditions and communicate health information necessary for observation, classification and housing of the youth and enter this information into the electronic health record. Any contagious illnesses, physical disabilities, activity restrictions, allergies or special diet needs must also be identified and communicated.

4.2.5. 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.

4.2.6. Contractor shall create individualized behavior plans that include identification of mental health issues, family dynamic considerations, trauma history, antecedent triggers, and de-escalation recommendations for use by detention staff. 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 record the results in the EHR.

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 and MH-E-04 Mental Health Assessment and Evaluation.

5.1 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) within 48 hours from arrival. 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.

5.2. 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 in the County-licensed electronic health record.

5.3. 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 Prescribing Provider. 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.

- 5.4. The Contractor shall make every effort to obtain youth health information from community providers and enter this information into the County-licensed Electronic Health Record 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. Health Care Requests

NCCHC Requirements: Please refer to standard Y-E-07, Nonemergency Health Care Requests and Services and MH-E-05 Nonemergency Mental Health Care Requests and Services.

- 6.1.1. The Contractor must establish policies and procedures for triaging and responding to each youth's Health Care request (HCR) for non-emergency medical treatment. HCRs 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 HCR 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. HCRs will be picked up or reviewed electronically 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.
- 6.1.2. 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.
- 6.1.3. Contractor must establish a system acceptable to the County and the Court which tracks the HCRs 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 indicator audit.

6.2. Special Needs

NCCHC Requirements: See standard Y-G-02, Patients with Special Health Needs and MH-A-08 Communication on patients' Mental Health Needs.

6.3. Infectious Disease

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

- 6.3.1. 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: Pima County Health**

Department Infection Control Procedures.

- 6.3.2. 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 youth 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.
- 6.3.3. 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.
- 6.3.4. See Exhibit A: Scope of Services-Part I Pima County Adult Detention Complex Infectious Disease regarding Infection Preventionist position.

6.4. Chronic Disease Management.

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

- 6.4.1. Contractor will analyze the PCJDC population to determine which diseases and illnesses are most prevalent, chronic, and complex to manage and report such data to County upon County's request. Contractor will 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, and include rationale for utilizing protocols into the County-licensed EHR.
- 6.4.2. Contractor must confer with County's Correctional Health Quality Management Team to identify those strategies and best practices that are acceptable to County and the Court.

6.5. Oral Care.

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

- 6.5.1. A dentist shall perform an onsite oral examination within 30 days of admission to include evaluation of existing dental needs, proposed dental treatment, and periodontal evaluation.
- 6.5.2. A dental hygienist will perform clinically indicated prophylactic treatment within 30 days of admission.
- 6.5.3. Contractor will not be responsible for providing or paying for dental treatment required that cannot be addressed onsite. Off-site treatment will be at times and locations arranged by youth's legal guardian at the guardian's expense.

6.6. 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.

- 6.6.1. Pregnancy tests will be offered to all females upon arrival and, if clinically indicated, urine drug screening and/or screening for sexually transmitted diseases.
- 6.6.2. The Contractor must establish policies and procedures specific to health care of pregnant youth, which must include, at a minimum, the following:
 - 6.6.2.1. Prenatal care that includes regular monitoring by an obstetrician and/or nurse practitioner;
 - 6.6.2.2. Provision of appropriate vitamins and dietary needs;
 - 6.6.2.3. Identification and disposition of high-risk pregnancies, to include appropriate referrals to a specialist physician or hospital facility;
 - 6.6.2.4. Management of chemically addicted pregnant youths;
 - 6.6.2.5. Comprehensive pregnancy counseling and assistance;
 - 6.6.2.6. Post-partum follow-up care; and
 - 6.6.2.7. Health promotion and trauma informed care.

6.7. Restraints.

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

- 6.7.1. 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:
 - 6.7.1.1. 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);
 - 6.7.1.2. Inform Detention staff of any contra-indications to the imposition of the restraint;
 - 6.7.1.3. Document the youth's condition in the youth's health care record;
 - 6.7.1.4. Begin a "Restraint log" in the Electronic Health Record and maintain the log throughout the restraint period; and
 - 6.7.1.5. Evaluate the youth at least every 15 minutes and enter findings into the Electronic Health Record.
 - 6.7.2. 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.
- 6.8. **Eye Care.** 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.
- 6.9. **Durable Medical Equipment (DME).** 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.

6.10. Nutritional Services.

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

6.10.1. 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.

6.11. Language Interpretation for Health Care Services.

6.11.1. 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.

6.11.2. In particular, Contractor shall comply with the following guidance:

6.11.2.1. Contractor shall use only interpreters who are fluent in both English and the second language that they are interpreting;

6.11.2.2. 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

6.11.2.3. Contractor shall make sure that all of its "vital documents" as described in the HHS Guidance are available in Spanish and in English.

6.11.2.4. Contractor shall not ever utilize custody staff for translation services under any circumstance.

6.12. 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.

6.12.1. The Contractor shall design and provide an ongoing youth health education program that is compliant with the NCCHC Standards and meets Court security requirements.

6.12.2. 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.

6.13. Immunizations

6.13.1. 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.

6.13.2. 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 parent/guardian consent.

6.13.3. Youth's immunization records must be reviewed upon intake. If vaccine needs are identified, consent from guardian will be obtained and Contractor must administer vaccines within seven days of intake.

6.14. Coordination with Education

6.14.1. 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.

6.14.2. 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. 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.

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

7.1.1. 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 monthly aggregates of type, dosage, cost, name or brand, price, and number of prescriptions distributed to youth.

7.1.2. 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.

7.1.3. 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.

7.1.4. 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.

7.1.5. Drafts of the Contractor's formulary, policy and procedures must be site specific

and must be provided to the County by January 31, 2023.

7.2. Administration of Medications

- 7.2.1. 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.
- 7.2.2. 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.
- 7.2.3. Contractor will comply with Arizona State Board of Pharmacy and DEA 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.

7.3. Bridging Medications

- 7.3.1. After a youth's arrival at the PCJDC, Contractor's qualified healthcare professional will immediately contact the legal guardian of 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 a minimum of 3 attempt(s), documented in the Electronic Health Record, to verify all medications through the community provider or dispensing pharmacy.
- 7.3.2. Once verification and permission are 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.
- 7.3.3. 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 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.
- 7.3.4. If patient-reported medications cannot be verified, or youth 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.

7.3.5. If consent from the legal guardian to administer bridge medications has not been obtained after 48 hours and there is no urgent need (as determined by a clinician), 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

7.4.1. 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.

7.4.2. 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 medications.

7.4.3. 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 and in compliance with Arizona State and Federal law.

8. Diagnostic Testing: Laboratory and Imaging Services. **NCCHC Requirements: See standard Y-D-04, Diagnostic Services.**

8.1. Diagnostic Laboratory

8.1.1. 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.

8.1.2. 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.

- 8.1.3. 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

- 8.2.1. 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).
- 8.2.2. 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.

- 9.1.1. 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.
- 9.1.2. 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 enter this information into the County-licensed Electronic Health Record.
- 9.1.3. The Contractor shall assist custody staff in providing first aid and cardiopulmonary resuscitation services until emergency medical services (EMS) arrive.
- 9.1.4. 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.

9.2. Emergency Preparedness

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

- 9.2.1. The Contractor shall consult with the Court regarding the role of Contractor in the PCJDC 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.

- 9.2.2. 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; MH-G-01 Basic Mental Health Services; Y-G-05, Suicide Prevention Program; MH-G-04 Suicide Prevention Program; Y-G-06, Patients with Alcohol and Other Drug Problems, and Y-G-07, Intoxication and Withdrawal; MH-G-02 Mental Health Programs and Residential Units; and MH-G-03 Treatment Plans.

10.1. General Behavioral Health Services

- 10.1.1. A range of mental health services including but not limited to individual counseling, group counseling, self-help groups, residential programs, and clinical management, are available to patients with behavioral health issues so that they are able to maintain their best level of functioning. Mental health services will be provided according to individual treatment plans for those receiving outpatient behavioral health services as well as those with serious mental illness and those expected to remain for an extended period of time at PCJDC.
- 10.1.2. 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:
 - 10.1.2.1. Mental Health screenings;
 - 10.1.2.2. Trauma Assessment using the Traumatic Events Screening Inventory for Children (TESI-C);
 - 10.1.2.3. Substance Use Assessment and Treatment;
 - 10.1.2.4. Administration of appropriate psychotropic medication needed to address identified symptoms;
 - 10.1.2.5. Coordination of care with all community behavioral health care providers, including RBHA network providers;
 - 10.1.2.6. Suicide prevention;
 - 10.1.2.7. Stabilization and treatment of youth with serious emotional disorder;
 - 10.1.2.8. Coordination with PCJDC Detention and probation staff to ensure the safety and security of youth suffering from mental illness; and
 - 10.1.2.9. Participate in behavioral plan creation and implementation.
- 10.1.3. Within 24 hours of completion of the mental health assessment performed during admission, Contractor must coordinate with all applicable community providers to:
 - 10.1.3.1. Contact the youth's community provider;
 - 10.1.3.2. Obtain the youth's health records and most recent medication regimen;
 - 10.1.3.3. Coordinate care while detained;
 - 10.1.3.4. Begin a plan to coordinate services for the youth at the time of release from

- the facility (discharge planning);
- 10.1.3.5. Participate in behavioral plan creation and implementation; and
 - 10.1.3.6. Participate in Child Family Team (CFT) and/or other case management meetings or coordinate Child Family Team meetings if appropriate.
 - 10.1.3.6.1. Contractor is required to document participation in CFT meetings as well as the outcome of meetings.
 - 10.1.3.6.2. Documentation of these efforts must be reflected in the County-licensed Electronic Health Record.
 - 10.1.4. The Contractor is required to maintain in the County-licensed Electronic Health Record at all times an accurate listing of current and previous youth diagnosed with a Serious Emotional Disorder (SEO), as well as all other youth with a mental health diagnosis.
 - 10.1.5. 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.
 - 10.1.6. 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.
 - 10.1.7. Contractor will work with detention to provide therapeutic groups to youth in each housing unit. In addition to any groups offered by the Court or detention staff, Contractor will provide at a minimum three curriculum-based one-hour sessions per week, in the evenings and weekends. Groups must follow an established curriculum, and curriculum must be available to County upon request.

10.2. Suicide Risk & Prevention

- 10.2.1. 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.
- 10.2.2. 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.
- 10.2.3. 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

- 10.3.1. 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:
 - 10.3.1.1. Behavioral health conditions;

- 10.3.1.2. Trauma;
- 10.3.1.3. Substance use history;
- 10.3.1.4. Depression and/or anxiety;
- 10.3.1.5. Psycho/Social history;
- 10.3.1.6. A treatment plan based on the assessments and staffing the information with the psychiatrist for approval of such plan; and
- 10.3.1.7. A behavioral plan (to assist all staff in working effectively with youth while in the Detention setting).

10.3.2. 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 their next visit but in no case more than seven days from the time of the assessments.

10.3.3. 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 Individualized Educational Plans. 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.

10.3.4. 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, the 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.

10.3.5. 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

10.4.1. 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.

10.4.2. 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.

- 11.1. 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.
- 11.2. 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.
- 11.3. Contractor must coordinate with PCJDC administration to arrange for transportation to and from community providers for all offsite services.
- 11.4. 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.
- 11.5. 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.

11.6. Outpatient Services Provided in the Community.

- 11.6.1. 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.
- 11.6.2. 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.
- 11.6.3. 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.

11.6.4. 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.

11.7. Inpatient Services Provided in the Community.

11.7.1. 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 Pima County Correctional Health Quality Manager within 24 hours of the hospital admission. 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.

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

11.7.3. 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.

11.7.4. 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

12.1.1. 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. The Pima County Behavioral Health Administrator and the Director of Juvenile Court must approve policies and procedures related to Coordination and release planning.

12.1.2. 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.

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

12.1.4. 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: PCHD Infection Control**). 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.

12.1.5. 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.

12.2.1. 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:

12.2.1.1. Medical, dental and behavioral health history (including suicide attempts or ideation and drug and alcohol abuse), and hospitalizations in the last two (2) years;

12.2.1.2. Active diagnoses, current status and treatment plans;

12.2.1.3. Current medications prescribed (including prescription and over-the-counter medication);

12.2.1.4. Allergies to medications and food;

12.2.1.5. Date and results of most recent tuberculosis testing and other communicable disease tests;

12.2.1.6. Immunization records when available; Results of any current physical examinations;

12.2.1.7. Date and results of most recent diagnostic testing related to active diagnoses; and

12.2.1.8. Contact information for Contractor point of contact.

12.2.2. 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.

12.2.3. Upon release of youth to federal authorities, Contractor shall provide a short medical summary and at least seven days 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 A.R.S. § 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 youth when at PCJDC and shall provide necessary health information 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.

13.1.1. 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.

13.1.2. Periodically Pima County Juvenile Court Center will need information on a current or previously detained child's physical and mental health. It is ordered by the Arizona Superior Court in Pima County Juvenile Division that Pima County Juvenile Detention Center's healthcare vendor shall release all specifically requested health care information including both physical and mental health records on currently or previously detained children to Judicial Officers, Director of Juvenile Court Services/Chief Probation Officer, Detention Director, Assistant Detention Director, or assigned Probation Officer upon request.

13.1.3. 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.

13.1.4. 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.

13.1.5. 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 Contract, 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 requester. 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.

13.2.1. The Contractor is required to manage patient health information at the PCJDC utilizing the County-licensed EHR during the term of this Agreement and/or as set forth within any other Agreement between the Parties.

13.2.2. 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.

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

13.3. Maintenance of Health Records.

13.3.1. 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.

13.3.2. The health record shall include a current and up to date Problem List, 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.

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.

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.

13.5.1. See **Exhibit C** for the Business Associate Agreement.

13.6. Release of Health Records

13.6.1. 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.

13.6.2. 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.

13.6.3. 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.

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

13.7. Storage and Retention of Health Records

13.7.1. 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.

13.7.2. All Health Records (paper records and electronic health 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.

13.9.1. Contractor 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.

13.9.2. Contractor also agrees that:

- 13.9.2.1. Information will reside in highly secure and redundant servers. The servers will be physically secure, with employee and customer access and monitoring control practices in place and adhered to, and customers and visitors are escorted at all times within the room where the servers are located;
- 13.9.2.2. In the case of short-term outages, defined to be 24 hours or less, Contractor will implement contingency procedures using a paper process.
- 13.9.2.3. 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;
- 13.9.2.4. Intrusion detection will be conducted by the County at least once per year with results published to include actions taken by the Contractor.

14. Training for Detention Officers

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

14.1. Contractor will have an NCCHC certified professional provide 40 hours of training 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, how to recognize and respond to victims of human trafficking, 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.

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

15.1.1. 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.

- 15.1.2. 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 shall coordinate recruitment of staff for the PCJDC with the Court.
- 15.1.3. The Contractor may only utilize personnel who pass the background and child abuse registry check required by PCJDC. Health care services personnel delivering services to youth must comply with PCJDC'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 (PREA) guidelines, abusing residents, having inappropriate contact with prisoners or introducing contraband to a correctional institution. The Contractor should include these questions in the hiring screening process and ensure any staff who may come into contact with youth, including temporary staff, possess current Level 1 Fingerprint Clearance pursuant to A.R.S. 41-1758.07.
- 15.1.4. The selection of designated leadership positions will be subject to the advance approval of the County Behavioral Health Director, 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.
- 15.1.5. 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:
- 15.1.5.1. Training in Blood and Body Fluid Precautions as set out by OSHA standards;
 - 15.1.5.2. Immunization for hepatitis B or, in the alternative, an OSHA declination of such immunization;
 - 15.1.5.3. 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;
 - 15.1.5.4. Annual Tuberculin skin test, chest x-ray or other acceptable health test or survey; and
 - 15.1.5.5. Immunization for or immunity to measles, SARS-COV-2, varicella and rubella.
- 15.1.6. 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.
- 15.1.7. 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.
- 15.1.8. 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.

15.1.9. 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.

15.2.1. 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.

15.2.2. 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.

15.2.3. 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.

15.2.4. 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.

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

15.2.6. 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.

15.2.7. 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.

15.2.8. The Contractor shall notify County within two calendar 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:

- 15.2.8.1. Any lapse or expiration of any licensure or certification;
 - 15.2.8.2. Exclusion from participation with federally-funded health programs;
 - 15.2.8.3. Restrictions to a provider's license;
 - 15.2.8.4. Revocation of a provider's license;
 - 15.2.8.5. Restriction or removal of a prescribing provider's DEA certification;
 - 15.2.8.6. 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;
 - 15.2.8.7. Any arrests, summons, citations or convictions for a felony, or a misdemeanor offense; and
 - 15.2.8.8. Any complaint filed against a provider's license.
- 15.2.9. 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.
- 15.2.10. **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 A2-3: Staffing Commitment – PCJDC**. Monthly schedules will be submitted to the County on a monthly basis with required reports and must include notes related to call-outs and Paid Time Off.
- 15.2.10.1. Contractor shall ensure 100% daily compliance for all staffing positions. Contractor may utilize like-kind or staff with higher credentials to fulfill the vacant staff position and this provision shall allow for Contractor, for non-leadership personnel only, to modify the required staffing hours by substituting up to 1.00 FTE of required medical doctor/psychiatrist time with up to 2.00 FTE NP/PA or psych NP/PA time. Two hours of total services rendered by NP/PA or psych NP/PA shall be considered equivalent to one hour of service rendered by medical doctor or psychiatrist. County will pay for this staff at the rate assigned to the vacant staff position only.
- 15.2.11. **Staffing Credits.** Failure to adhere to the foregoing staffing requirements as set forth in **Attachment A2-3** will, in the exclusive and sole discretion of the County, result in monetary credits for unfilled/unpaid positions and/or hours. Credits will be determined based on the monthly summary staffing report excluding Paid Time Off. Failure to adhere to the foregoing staffing requirements set forth in **Attachment A2-3** shall result in a monetary credit for unfilled positions and/or hours as set forth in **Attachment B**.
- 15.2.12. **Personnel Fulfillment Requirements.** Contractor will take immediate action in order to meet the requirement that Critical Staffing Requirements as set forth in Section 15.2.16 below which are vacant (vacant shall include any extended leave, including maternity and disability) should be filled within thirty (30) days from the date of such vacancy to ensure Contractor will meet all performance obligations. Positions shall not be considered vacant for purposes of this paragraph if filled by qualified temporary staff for a period of not more than ninety (90) days. A position shall be considered vacant after 30 days of absence. County will credit against the basic services fee the cost of salary and fringe benefits plus 10% for each day that a position contained in the staffing model approved in the contract remains unfilled beyond the thirty-day period.
- 15.2.13. 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 call 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.

15.2.14. **Staffing Reports.** A staffing report will be completed based on the payrolls paid within the month. Reports must coincide with and otherwise match the monthly staffing schedule and period being invoiced.

15.2.14.1. 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. The report must reflect the time period being invoiced.

15.2.15. 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.

15.2.16. **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 B2-2: Business Requirements – PCJDC**. Staff must possess or obtain Certified Correctional Health Professional (CCHP) certification within one year of being hired.

15.2.16.1. Medical Staffing

15.2.16.1.1. At least one RN will be present for sick call and other tasks 24/7.

15.3.5.1.2. A mid-level provider will be present a minimum of four (4) hours per week.

15.3.5.1.3. A dentist onsite twice per month or as needed to provide 60-day dental exams.

15.2.16.2. Behavioral Health Staffing

15.2.16.2.1. 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.

15.2.16.2.2. 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.

15.2.16.2.3. At least one Psychiatrist will be present for a minimum of ten hours per week.

15.2.16.2.4. At least one Mid-level Psychiatric Provider will be present for a minimum of 12 hours per week.

15.3. Healthcare Workforce Development

15.3.1. 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.

15.3.2. 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.

16.1.1. 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.

16.1.2. 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

16.2.1. 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.

16.2.2. 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

16.3.1. 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.

16.3.2. 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.

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

16.3.3.1. Death of a youth (non-suicide);

16.3.3.2. Suicide or suicide attempt with or without injury;

16.3.3.3. Serious injury;

16.3.3.4. Claim of sexual assault;

16.3.3.5. Any extraordinary event (i.e. riot, disaster, evacuation, hostage situation, elopement, infectious disease outbreak, PREA, etc.);

- 16.3.3.6. Birth(s) on site; and
- 16.3.3.7. Health condition resulting in death or near death requiring emergency transport.

16.3.4. The Contractor shall complete and email a written notification within twenty-four (24) hours of the incident to the County's Behavioral Health Director and Correctional Health Manager 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.

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

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

16.4.2. 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.

16.4.3. In the event of a youth death, whether natural or otherwise, or serious adverse event, the Contractor shall notify the County Behavioral Health Director 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:

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

16.4.4. 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.

16.4.5. 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.

16.4.6. 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

16.5.1. 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.

16.5.2. 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 within a shorter period of time.

16.6. Audit of Performance Indicators and Operations

16.6.1. 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.

16.6.2. 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 A2-1: Minimum Performance Indicators - PCJDC**. Failure to meet the Performance Indicators will result in Liquidated Damages. Meeting all minimum indicators and additionally achieving Quality of Care indicators as outlined in **Attachment A2-4: Incentives – PCJDC** may result in an incentive payment.

16.7. Corrective Action Plans

16.7.1. 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:

16.7.1.1. Description of problem or deficiency;

16.7.1.2. Result of investigation conducted by Contractor, including a description of the conditions that caused and/or contributed to the problem or deficiency;

16.7.1.3. Detailed description of specific actions Contractor will implement to correct

- each deficiency (a "plan of correction");
- 16.7.1.4. Identification of position or named individual responsible for implementing each element of the plan of correction;
- 16.7.1.5. Time frames for completion of each element in the plan of correction; and
- 16.7.1.6. Plan for follow-up, including time frames and individuals responsible for follow-up.

16.8. Other QA/QM Activities

- 16.8.1. The Contractor shall cooperate with the County's QA/QM monitoring program that shall include, but not be limited to, the following:
 - 16.8.1.1. Onsite review visits;
 - 16.8.1.2. Health record review;
 - 16.8.1.3. 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;
 - 16.8.1.4. Review of Contractor QA/QM plan and activities, including committee minutes, monitoring reports and follow-up;
 - 16.8.1.5. Review of compliance with OSHA standards (respiratory fit program, reverse airflow rooms) and Material Safety Data Sheets (MSDS) (if appropriate);
 - 16.8.1.6. 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;
 - 16.8.1.7. Review of professional credentialing files;
 - 16.8.1.8. 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-1-05, Medical and Other Research.

- 16.9.1. 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.
- 16.9.2. 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.
- 16.9.3. 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.

17.2. Service Utilization, Cost and Outcome Data.

- 17.2.1. The County requires raw data and certain reports on a regular basis to:
- 17.2.1.1. Evaluate the quality of care provided;
 - 17.2.1.2. Obtain demographic data that describes the population receiving the services;
 - 17.2.1.3. Justify the cost of the services; and
 - 17.2.1.4. Collect data for trending and planning.
- 17.2.2. 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 other required reports.
- 17.2.3. A monthly Comprehensive Pharmacy Report is also required. At a minimum, pharmacy reports must include monthly aggregates of medication type, dosage, cost, name, brand (if non-generic), price, and number of each prescription distributed to patients.

17.3. Staffing Reports

- 17.3.1. 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 and must demonstrate completion of the critical staffing requirements and include the information outlined in Section 15 above.

17.4. Data Transmission and Reporting Requirements

- 17.4.1. 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.
- 17.4.2. No data shall be shared or replicated by the Contractor without express written consent from County or the Court.

17.5. Routine Meetings for Contract Administration and Coordination

- 17.5.1. 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.
- 17.5.2. 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-1-04, Informed Consent and Right to Refuse.

- 18.1.1. 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.
- 18.1.2. 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.
- 18.1.3. Consent from the legal guardian is required for non-emergent offsite health care services.
- 18.1.4. 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

- 18.2.1. 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 on the minute entry distribution list for every minute entry related to health care ordered for a youth detained at PCJDC in order to expedite compliance with such court orders.
- 18.2.2. 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:
 - 18.2.2.1. Order the youth to comply with certain treatment plans; or
 - 18.2.2.2. Authorize the Contractor to administer treatment on an involuntary basis;
or
 - 18.2.2.3. Otherwise impact the youth's health care and the Contractor's role in the youth's health care services continuum.
- 18.2.3. The Contractor shall maintain a log of all minute entries received in the County-licensed Electronic Health Record, including the date received and action taken, and make the log available for County and Court review.
- 18.2.4. The Contractor shall comply with the Court's order specifying the Court's expectation that medication is to be administered to youth "voluntarily or involuntarily" within the detention setting. The Contractor shall seek such court orders when the youth's failure to take medication contributes to behavior dangerous to self or others, or adversely impacts stabilization.

18.3. Subpoenas

- 18.3.1. Upon receipt of a subpoena for a youth's health care services record, Contractor shall immediately forward subpoena to PCJDC Administration for processing. Contractor shall not issue the record until it has received written authorization to do so from the PCJDC Administration.

18.4. Professional Consultation Services

Contractor shall provide professional consultation services on health care matters to the presiding judge or individual judges as requested by a judicial officer, including making recommendations for early release of youth diagnosed with a serious illness. Contractor will provide a regular report to the assigned Probation Officer and Judge containing summary information of youth's current health status and health issues for consideration in judicial proceedings, or as may be requested by the Court.

END OF PART II

**ATTACHMENT A2-1
PERFORMANCE INDICATORS - PCJDC**

Effective October 1, 2022

Performance Indicator(s)	Frequency	Threshold	Financial Consequences of Not Meeting Performance Indicators (\$ per Indicator)
1. The youth's immunization record will be obtained and reviewed. Referrals will be made regarding updating any schedules.	Monthly	100%	\$1,000
2. Once medications are verified and permission from legal guardian is obtained, medications will start being administered within 24 hours.	Bi-Monthly	90%	\$1,000
3. Oral screening is performed as part of nurse receiving screening to include visual observation of teeth and gums with documentation of any abnormality requiring referral to dentist or referral for prophylactic treatment.	Bi-Monthly	90%	\$1,000
4. An oral examination is performed by a dentist within 60 days of admission.	Bi-Monthly	90%	\$1,000
5. Initial health assessments are completed no later than 7 calendar days after youth's admission.	Bi-Monthly	90%	\$1,000
6. A mental health evaluation (MHE) is completed on all youth within 24 hours or, in the case of weekends or holidays, within 72 hours of admission.	Bi-Monthly	90%	\$1,000
7. If youth is detained within 60 days of last detention, MHP must update prior MHE with new relevant information about the latest incident that led to youth's detention and/or other pertinent information.	Bi-Monthly	90%	\$1,000
8. A face-to-face encounter is conducted within 24 hours for any sick call request describing a clinical symptom.	Bi-Monthly	90%	\$1,000
9. MHP will create a behavioral health treatment plan for each youth to assist MH staff in working with youth in meeting identified goals. Treatment plan will be completed within 24 hours or, in the case of weekends or holidays, within 72 hours of admission.	Bi-Monthly	100%	\$1,000

10. Youth showing signs of intoxication or withdrawal are monitored using a recognized standard assessments at appropriate intervals until symptoms resolve.	Bi-Monthly	100%	\$1,000
11. Prenatal care is provided and includes medical examinations by a clinician qualified to provide prenatal care, appropriate laboratory and diagnostic tests and advise on appropriate levels of activity, diet, and alcohol and drug avoidance.	Bi-Monthly	100%	\$1,000
12. Any health evaluation, immunization or treatment refusal is documented and must include the following: description of the nature of the service being refused, evidence that the youth has been made aware of any adverse consequences to health that may occur as a result of the refusal, the patient's signature, the signature of a health staff witness.	Bi-Monthly	100%	\$1,000

Amendments to this attachment may be made with written approval from Pima County Director of Behavioral Health.

**ATTACHMENT A2-2
REQUIRED REPORTS AND REPORTING SCHEDULE – PCJDC**

Report #	Report	Frequency	Contract Reference
1	Summary invoice for Health Services - PCJDC	Monthly	Attachment B2-3
2	Staffing Vacancy Adjustment Report and supporting documentation	Monthly	Exhibit B, Section 10.3
3	PCJDC Pharmacy Report	Monthly	Exhibit A, Part II, Section 17.2.3
4	Correctional Training Log	Annually	Exhibit A, Part II, Section 14.1

Notes:

- 1) Monthly reports are due on the 10th calendar day of the month for services provided in the previous month
- 2) This list is to be used as a check list and is not intended to be an all-inclusive reporting list

**ATTACHMENT A2-3
CONTRACTED ONSITE STAFFING COMMITMENT - PCJDC**

PCJDC Health Care Staffing Plan	Shift Hours	Total Hours Per Day							Total Hrs/Wk	Annual Hours Committed	# FTEs (weekly / 40)
		Sun	Mon	Tue	Wed	Thu	Fri	Sat			
Medical Staff											
Specify Position Title:											
Physician's Assistant/Nurse Practitioner	1st Shift		4						4	208	0.10
Registered Nurse	1st Shift	12	12	12	12	12	12	12	84	4,368	2.10
Registered Nurse	3rd Shift	12	12	12	12	12	12	12	84	4,368	2.10
Licensed Practical Nurse	1st Shift	8	8	8	8	8	8	8	56	2,912	1.40
Dentist	1st Shift			8					8	416	0.20
Dental Hygienist	1st Shift			8	8	8	8		32	1,664	0.80
Sub Total, this Functional Area		32	36	48	40	40	40	32	268	13,936	6.70
Behavioral Health Staff											
Specify Position Title:											
Psychiatrist	1st Shift			5		5			10	520	0.25
Psychiatric Nurse Practitioner	1st Shift		4		4		4		12	624	0.30
LPC/LCSW - Director of Behavioral Health	1st Shift		8	8	8	8	8		40	2,080	1.00
MH Clerk	1st Shift		8	8	8	8	8		40	2,080	1.00
Master Level MH Prof - Licensed	2nd Shift	10	10	10	20	10	10	10	80	4,160	2.00
Sub Total, this Functional Area		10	30	26	40	26	30	10	172	8,944	4.55
Leadership / Support Staff											
Specify Position Title:											
RN Supervisor	1st Shift		8	8	8	8	8		40	2,080	1.00
Sub Total, this Functional Area		0	8	8	8	8	8	0	40	2,080	1.00
Contracted Positions											
Specify Position Title:											
(None)									0	-	0.00

Sub Total, this Functional Area		0	0	0	0	0	0	0	0	0	-	0.00
GRAND TOTAL		42	74	82	88	74	78	42	480	24,960	12.25	

Critical Positions are highlighted in blue

Cost-neutral amendments to this attachment may be made with written approval from Pima County Director of Behavioral Health.

ATTACHMENT A2-4
QUALITY OF CARE INDICATORS AND INCENTIVES - PCJDC
 Effective October 1, 2022

Performance Indicator(s)	Frequency	Threshold	Financial Incentive for meeting or Exceeding Performance Indicators (\$ per Indicator)
CFT meetings are attended for each youth and the medical record contains documentation around re-entry plan.	Quarterly	90%	\$1,000
Juveniles with BMI in excess of 25 receive weight assessment and nutrition and physical activity counseling.	Quarterly	90%	\$1,000
Juvenile detainees receive prophylactic treatment to include dental cleaning and treatment within 14 days of admission.	Quarterly	90%	\$1,000
Groups follow curriculum and curriculum is available upon request.	Quarterly	90%	\$1,000
All juvenile patients are offered nondirective counseling about pregnancy prevention and information around prevention of sexually transmitted diseases. Curriculum must be gender-based.	Quarterly	90%	\$1,000
If youth report being sexually active contraception is offered and, if accepted, administered prior to discharge.	Quarterly	90%	\$1,000

EXHIBIT A: SCOPE OF SERVICES - PART III
PROVISION OF PSYCHOLOGICAL SERVICES FOR THE PIMA COUNTY SHERIFF'S
DEPARTMENT

1. Applicants to the Sheriff's Department

Contractor must provide a Ph.D. psychologist that is not associated with providing services to patients or youth to provide the following services:

- 1.1. Conduct one-on-one psychological interviews with each Corrections Officer candidate, Deputy Sheriff candidate, and candidates for other positions as determined by the Sheriff; and
- 1.2. Dictate an evaluative report on each candidate including a risk assessment regarding each candidate for the position for which they have been interviewed. This report and recommendation shall be submitted to the Staff Services Section Commander at the Sheriff's Department, within 72 hours of the interviews.

2. Return to Duty Interviews

- 2.1. Contractor will also provide a Ph.D. psychologist to:
 211. Conduct return-to-duty interviews of department members who have been involved in critical incidents, generally officer-involved shootings, prior to the department member's return to duty. These interviews are not fitness-for duty psychological evaluations, which are done by Pima County Risk Management. The return-to-duty interviews are done to ensure that the department members involved in the critical incidents are not experiencing any post-traumatic problems that interfere with their functioning off-duty or that may cause them difficulties in returning to work. These interviews generally take place within three days following the critical incident and are infrequent.
 212. Provide a verbal report the same day of the interview to the *Staff Services* Section Commander at the Sheriff's Department.
 213. Provide a written report to the *Staff Services* Section Commander at the Sheriff's Department within 72 hours.

3. Additional Psychological Services

Contractor will also provide a Ph.D. psychologist to serve in an advisory capacity, herein referred to as Behavioral Health Advisor, on an as needed basis to perform services that include but not be limited to:

- 3.1. Serve as a liaison for and advise members of the Pima County Sheriff's Department Mental Health Support Team (MHST).
- 3.2. Provide guidance with how the MHST team may meet the following goals:
 321. Interact with the mentally ill and their families in the safest, most appropriate and efficacious manner possible, and place the mentally ill person in facility and/or community program(s) that will ensure the best long-term outcome for both the mentally ill individual and the community.
 322. Represent the Sheriff's Department at community collaborations, such as mental health committees and boards addressing the behavioral health system in Pima County, as relates to law enforcement. As requested by the Sheriff's Department/MHST Team, serve on a community steering committee regarding law enforcement, judicial, and mental health issues.
 323. Advise the MHST for the staffing of cases involving mentally ill individuals with whom the Team/Department has come into contact, whether through requests for service, court orders, or crisis calls.

END OF PART III
END OF EXHIBIT A

EXHIBIT B: PRICING AND COMPENSATION
Part 1: Terms and Conditions Applicable to Pricing and Compensation

1. Subcontractors.

In the event that Contractor employs the services of a subcontractor to provide services on-site, Contractor will be responsible for all oversight and management of, and payment to, its subcontractor.

2. Inventories.

County is providing certain medical equipment, office equipment and furniture for Contractor's use at PCADC and PCJDC. Contractor should plan to utilize the inventory existing on the first day of performance of the Contract. For medical equipment with a unit purchase price of \$5,000 or above, 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. See Attachment B-4 for a summary of responsibility for operational costs.

2.1. Contractor will be responsible for the purchase or lease of new, and repair or maintenance of existing office equipment, including, but not limited to, computer workstations, printers and fax machines. 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.

2.2. Medication carts provided by a pharmacy subcontractor must be approved by PCADC. Contractor is responsible for acquiring and maintaining medication carts.

2.3. Contractor shall inventory all equipment being utilized for health care services operation at PCADC and 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, in the case of PCJDC, to the Court. 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.

3. Ordering (to the extent applicable to this solicitation).

This Contract is funded for the County through its Behavioral Health Department. Quantities referred to are estimated quantities, and County reserves the right to increase or decrease these amounts as circumstances may require. No guarantee is made as to the actual work that will be performed during the term of the Contract, other than the Basic Services Fee set forth in Section 8.

3.1. Any increase or decrease in Scope resulting in a change in compensation must be made through a fully executed amendment to the Contract.

3.2. As of execution of the Contract, County can adjudicate off-site correctional healthcare

claims at Arizona's Medicaid (AHCCCS) rates for both inpatient and outpatient services. Federal Financial Participation (FFP) is available for payment of claims for offsite healthcare services provided to detainees eligible for Medicaid under a qualifying hospital stay for claims the County adjudicates. Any changes in the governing laws, rules, or regulations, either at a State or National level, that materially affect the Scope of Service of this Contract, such as changes in the array or volume of healthcare services provided, the required staffing to provide such services, or the compensation required to adjudicate correctional healthcare claims, will constitute cause for the Parties to negotiate and execute an amendment to this Contract to address any such changes.

4. Pricing.

4.1. All costs will be assigned to a particular line item as defined in **ATTACHMENTS B1-1 PRICING: PCADC; B2-1 PRICING: PCJDC; and B3-1, PRICING: PSYCHOLOGICAL SERVICES FOR THE PIMA COUNTY SHERIFF'S DEPARTMENT**; and all unit pricing (e.g. per detainee day or per evaluation) will be firm, fixed and fully loaded to include all incidental and associated costs necessary to provide all the scope of services outlined in relevant parts of Exhibit A: Scope of Services.

4.2. Pricing in Attachments B1-1, B2-1, and B3-1 must stand alone. In the event that County, under its option(s) to amend or terminate this Contract, opts to terminate any contracted service provision, pricing and compensation for any remaining contracted services related to any remaining Pricing Exhibits will remain intact and unaffected.

5. Billing.

Contractor will submit Request(s) for Payment / Invoices as set forth in **Attachments B1-4, B2-4, and B3-2**. Contractor will provide a usage report showing the remaining balance on the "Not to Exceed" amount of the Contract as part of the monthly invoice.

6. Delivery.

Contractor must deliver the health services according to the standards specified and as outlined in **EXHIBIT A: Scope of Services**.

7. Fraud or Abuse.

Contractor will report and immediately forward to the County copies of documentation sent to Adult Protective Services, Arizona Department of Health Services, and/or the appropriate regulatory board of any incidents of fraud or abuse that require reporting to a government agency.

Part 2: Compensation

Compensation will consist of the following elements:

8. Basic Services Fee.

County and Contractor have agreed on a Basic Services Fee for the initial term from October 1, 2022 through September 30, 2025. The Basic Services Fee will be invoiced on a monthly basis, dividing the annual payment by twelve. No later than the 10th of each month for services

rendered in the preceding month, Contractor will submit an invoice for the Basic Services Fee, together with supporting documentation and required reports, for services rendered in accordance with Exhibit A. Contractor will submit Request(s) for Payment/ Invoices using the format provided in **Attachments B1-3, B2-3, and B3-2**, Summary Invoice for Health Services Provided, to the County designee as an e-mail attachment. If County disputes any of the required reports, County will hold payment until satisfied with the reports.

- 8.1. The Basic Services Fee includes all operational expenses listed as the responsibility of Contractor in **Attachments B1-1: Pricing – PCADC, B2-1: Pricing – PCJDC, and B3-1: Pricing – Psychological Services for PCSD staff.**

9. Adjustments to the Basic Services Fee.

Each month, the payment to Contractor will be adjusted to reflect any credit owed to County or Contractor based on the following categories: Staffing Payment Adjustments, Liquidated Damages, Claims Paid for Services Provided by the Community and paid for by the County, and Adjustments for the Cost of Medications. In the event County does not receive from the Contractor the documentation necessary, as described below, to quantify and substantiate any adjustments due for any of the categories, County will withhold the entire month's payment until such documentation is received.

10. Staffing Credits.

The Basic Services Fee includes payment for the staffing hours committed to in **Attachments A1-3 and A2-3 ("Staffing Commitment Worksheets")**. County will not compensate Contractor for staffing hours that are not provided. Contractor must provide a monthly summary report for PCADC and PCJDC in an electronic format agreed to by County, comparing the Personnel actually provided by Contractor in the preceding month with that required by the **Staffing Commitment Worksheets**. Contractor must identify any disparities between the Personnel actually provided and those in the Contract, calculate any credit owed to County for hours not worked and provide County with the necessary information to substantiate Contractor's calculations. The County does not pay for hours worked in excess of those committed to in the Staffing Commitment Worksheets. However, excess hours provided in a higher licensure position(s) may be used to fill lower licensure positions (such as RN for LPN or MD for NP) which are deficient in hours provided.

- 10.1. This document and some of its attachments refer to personnel as "Exempt" and "Non- Exempt". As used in these documents, those terms are separate and distinct from the Internal Revenue Service definition and use of the terms exempt and non-exempt. Use of these terms in these documents is not intended to imply, require or otherwise guide how Contractor classifies its employees for purposes of compliance with IRS regulations.
- 10.2. Staffing hours to be credited to the County ("staffing credits") are calculated based on worked hours for all personnel except for those who are categorized as "Exempt", for whom staffing credits will be calculated utilizing paid hours. Personnel categorized as "Exempt" are not relief positions and therefore the position is not filled when a regular employee is absent due to sick, vacation, personal or other paid leave. The required duties are reallocated among remaining staff. Exempt positions are usually management, administrative or those that provide support rather than those directly providing health care services to detainees or youth.
- 10.3. Contractor will submit monthly staffing summary reports. These reports will display, at a minimum, the following information for each position providing services under this Contract.
 - 10.3.1. Position title;
 - 10.3.2. Contracted hours by month related to position as shown in the Contracted Onsite Staffing Commitment worksheets (**Attachments A1-3 and A2-3**);

- 10.3.3. Variances between actual worked hours and contracted hours by position title by month;
 - 10.3.4. Hourly cost for every position (sum of salary and benefits), which is the direct cost, as shown in the Summary Schedules of Staffing Costs (see **Attachments B1-4 and B2-4**);
 - 10.3.5. Amount of the staffing credit related to each position; and
 - 10.3.6. Total of all staffing credits for PCADC staff and PCJDC staff, related to every position for which there is a shortfall in the actual hours worked versus the hours contracted on a monthly basis.
- 10.4. The monthly **Summary Staffing Reports** will reflect any credit due to the County for the shortfall in actual hours either worked or paid versus contracted hours for every position as detailed in the Contractor's monthly **Summary Staffing Reports**. In this report, Contractor will provide the paid and worked hours of both employees and subcontractors filling hours reflected on the Staffing Matrix with detail by position. Contractor will be reimbursed only for actual hours worked as reflected in the Contractor's electronic timekeeping system, which must be submitted as supporting documentation for invoices and reflect the date of service listed in the invoice.
- 10.5. Relief funding will be included in the contracted amount. Contractor agrees to ensure that the relief funding in the **Summary Schedules of Staffing Costs** is utilized to ensure relief personnel are provided for the positions listed.

11. **Liquidated Damages.**

Financial Consequences of Contractor's failure to perform the tasks and functions listed in the Performance Indicators and Business Requirements are listed in **Attachments A1-1: Minimum Performance Indicators – PCADC, A2-1: Minimum Performance Indicators – PCJDC, B1-2: Business Requirements - PCADC, and B1-2 Business Requirements PCJDC** of this Contract. The sums reflected in the Performance Indicators tables and the Business Requirements tables will be deducted from Contractor's Basic Services Fee in the event that any Performance Indicators or Business Requirements are not met.

11.1. **Liquidated Damages - Performance Indicators.**

The Performance Indicators, which are audited monthly by County, in collaboration with the Contractor, are based on NCCHC requirements and the requirements of Behavioral Health, the Sheriff's Department and/or the Court. County will select which indicators will be the focus of each monthly review. County will schedule the monthly review of indicators and will share the results of such review with Contractor for review and comment.

- 11.1.1. In the event Contractor does not agree with County's findings, Contractor will provide a written report on their findings. In the event the County and Contractor cannot agree on the findings, the County will select and engage, at Contractor's expense, the services of independent reviewers, with whom Contractor must cooperate, whose findings will be considered final for the purposes of calculating any financial consequences and any requirement that Contractor provide a written corrective action plan, if applicable.
- 11.1.2. Should County request it, within two weeks of the County's request, the Contractor will provide County with a written corrective action plan addressing any Performance Indicator for which the Contractor did not meet the threshold.
- 11.1.3. Upon County's determination that Contractor failed to meet the threshold for specific indicator(s) and exhaustion of the process outlined above, County will adjust the Basic Services Fee in the amounts shown on the Performance Indicators table in the column titled "Financial Consequences of Not Meeting Performance Indicators."

11.2. **Liquidated Damages - Business Requirements**

11.2.1. Upon determination that Contractor failed to meet a specific Business Requirement and exhaustion of the process outlined below, County will adjust the Basic Services Fee in the amount shown in **Attachments B1-2 and B2-2 Business Requirements** table in the column titled "Financial Consequences of Not Meeting Business Requirement".

11.2.2. In the event Contractor does not agree with County's findings, Contractor will provide a written report on their findings. In the event the County and Contractor cannot agree on the findings, the County will select and engage, at Contractor's expense, the services of independent reviewers, with whom Contractor must cooperate, whose findings will be considered final for the purposes of calculating any financial consequences and the requirement that Contractor provide a written corrective action plan, if applicable.

11.3 Incentives

11.3.1. Upon determination that all minimum performance indicators (Attachments A1-1, A2-1) are met or exceeded, County may apply additional incentives for services that exceed standards of care as set forth in **Attachments A1-4: Incentives – PCADC and A2-4: Incentives PCJDC**.

11.3.2. An incentive to prevent diversion of MAT medications of \$10,000.00 will be paid to Contractor if there are no diversions attributable to Contractor for at least six months as outlined in **Attachment A1-4: Incentives – PCADC**.

12. Average Daily Population (ADP) Adjustment

County and Contractor have agreed not to include an adjustment for variations in the census. However, in order to address material changes in the ADP and the commensurate change in services required of the Contractor, both the County and Contractor agree to initiate discussions if the ADP at PCADC either exceeds two thousand one hundred (2,100) or is below one thousand five hundred (1,500) or the ADP at PCJDC exceeds 55 for at least three (3) consecutive months. Changes in the governing laws, rules and regulations regarding County jails and detainees during the term of the Contract, Court-ordered changes in services, availability of new medications or expanded uses of existing medications, medical advancements or any other changes in scope which materially affect the Scope of Services will require initiation of discussion to adjust compensation accordingly.

13. Pharmacy Costs

County has identified certain medications as "outlier medications." Contractor acknowledges that the community standard of care regarding outlier medications is that these medications are prescribed only upon the recommendation of a specialist in infectious disease, in accordance with an adopted Hepatitis C protocol, or a specialist in diseases of the blood, in the case of the blood disorder medications.

13.1. Outlier medications used by Contractor for treatment of detainees or youth will be the responsibility of Contractor up to \$25,000 per episode of detention or incarceration and any amount in excess of \$25,000 per episode will be the responsibility of the County, billed and paid in addition to the Basic Services Fee due for the month in which the outlier medication invoice is provided to County. For purposes of outlier medications, an episode of care begins upon detention and ends upon release from the PCADC or PCJDC. Any subsequent detentions will be considered a new episode of care. In the event Contractor does not utilize any outlier medication in a particular month, it is not required to submit documentation to County and County will not withhold the Basic Services Fee based on Contractor's failure to submit outlier medication documentation.

- 13.2. Each outlier medication is subject to the \$25,000 cap per episode of detention or incarceration, and the \$25,000 cap does not apply to an aggregate of all medications prescribed to a detainee during an episode, except that medications that are designed to be administered as a "cocktail" to treat a single health condition shall be considered a single outlier medication if the "cocktail" cost exceeds the \$25,000 cap.
- 13.3. County requires that Contractor bill County for such outlier medications at Contractor's cost, which is defined as Contractor's actual acquisition cost for medications, determined by the acquisition price listed on the submitted invoice received from Contractor's pharmaceutical affiliate, plus any invoiced delivery or dispensing fees, and/or rebates.
- 13.4. Contractor's outlier medication invoice provided to the County for outlier medications that exceed \$25,000 per episode at the PCADC or PCJDC will detail the detainee or youth identification number, the specific medication and dosage, approval from the appropriate specialist, the dates such medications were received, and provide proof, such as Contractor paid invoices totaling or exceeding \$25,000, to permit the County to audit the medication invoices.

14. Health Care Services Not Provided by Contractor - Up to \$25,000 per Episode of Care

The Basic Services Fee includes a negotiated amount to cover the cost of services not provided by the Contractor's staffing under this Contract with a total adjudicated cost per episode of care of \$25,000 or less. Contractor will perform Utilization Management (UM) of all services according to its Utilization Management Program. County will deduct any amounts County paid to community providers for health care services provided to detainees in the custody of PCADC, up to \$25,000 per episode, from the monthly Basic Services Fee.

- 14.1. Qualifying services may include ambulance transportation, medical professional services, hospital or other medical facility stay, and other ancillary services not included in a tiered payment rate. An episode of care begins at an acute onset of a health condition that requires qualifying treatment either at or away from PCADC and continues until the detainee is released from custody, no longer requires the treatment, or is returned to the PCADC, whichever occurs sooner. Subsequent services or re-admission to a medical facility for the same detainee, even related to the same medical condition, constitute a new episode unless a follow-up return to inpatient status or outpatient treatment was medically indicated and scheduled at the time of the previous discharge, or unless within fourteen days of discharge there was an obvious relapse in the condition of a patient who was previously admitted as an inpatient and later deemed appropriate for discharge to the PCADC Medical Observation Unit.
- 14.2. Providers of Off-site Services such as those listed below will bill County who will adjudicate and pay claims. County will provide Contractor with a monthly Claims Paid File based on the date of payment. The amount paid for claims during the previous month will be deducted from the Basic Services Fee for the following month. County will adjudicate claims based on UM input from Contractor and using AHCCCS (Arizona's Medicaid) fee for service and Diagnosis Related Group (DRG) or tier rates in effect on the date of service, as allowed by Arizona Statute. Such services include:
- 14.2.1. Inpatient hospitalization to include, but not limited to, all services provided to the detainee as an inpatient including ambulance transportation, emergency department services, physician consultation services, ancillary services, and medications;

- 14.2.2. On-site specialty clinics in lieu of offsite transports for services;
- 14.2.3. Specialists providing services via telemedicine in lieu of offsite transports for services; and
- 14.2.4. Outpatient services provided to the detainee including:
 - 14.2.4.1. Emergency room services
 - 14.2.4.2. Off-site radiology services such as CT or MRI
 - 14.2.4.3. Dialysis services
 - 14.2.4.4. Physical therapy services
 - 14.2.4.5. Ambulance and other emergency transportation services
 - 14.2.4.6. Prosthetic devices
 - 14.2.4.7. Any overnight healthcare facility
 - 14.2.4.8. Offsite physician, dental and other specialist services

14.2.5. The following services should not be included in calculations of the cost of Offsite Services:

- 14.2.5.1. Laboratory testing for specimens obtained on-site for detainees held at PCADC (Main jail and Mission);
- 14.2.5.2. Radiology reads, professional interpretations or over-reads by a radiologist which are expected to be provided within 24 hours of the transmission of a set of readable digital x-rays via the teleradiology equipment; and
- 14.2.1. Services related to Involuntary Commitment Evaluations (COE).
- 14.2.2. Provision of Medication Assisted Treatment, which should be conducted onsite at the PCADC.

15. On a monthly basis, Contractor may request to audit the County's **Claims Paid File** to ensure that all claims payments were made appropriately for detainees eligible for service. If Contractor determines that a claim was paid inappropriately, it will provide County an appeal in writing, including all necessary documentation to substantiate its appeal, no later than 60 days from the date the **Claims Paid File** was provided by County.

15.1. County will research the appeal and make a decision. If the Contractor's appeal is upheld, then County will reverse the claim, and will add the amount previously deducted to the following monthly Basic Services Fee. If the appeal is not upheld, then the claim will remain paid and no refund will be issued. County is solely responsible for validating Contractor's appeal.

16. Services Provided by Community Providers -Above \$25,000 per Episode of Care
Contractor's responsibility for the cost of off-site and on-site services not provided by the Contractor will be capped at \$25,000 adjudicated cost per episode of care. Any expense above that amount will be paid by County. Contractor will provide to County documentation sufficient to support the adjudicated costs over \$25,000 per episode, including any costs originally paid by Contractor.

17. Payment at Termination or Expiration of Contract

To allow sufficient time for all final monthly payment adjustments to be verified and processed and for all Off-site Services to be received and adjudicated, County will potentially process two final payments under this contract as follows:

17.1. Basic Services Fee Withhold

County will withhold the final month's Basic Services Fee pending Contractor's reporting and reconciliation, due on the 10th day of the month following termination or expiration of the Contract, reconciling adjustments for the expense for Pharmacy and Offsite Services, and staffing payment adjustments, and liquidated damages related to performance indicators and business requirements. By the last day of the month following termination or expiration, or ten days after submission by Contractor of the required reporting and

reconciliation, whichever occurs later, County will pay the final Basic Services Fee with any adjustments indicated in the reporting and reconciliation mentioned above, withholding \$500,000 for outstanding claims as indicated below.

17.2. Withholding for Outstanding Claims from Off-site Services

In order to accommodate the lag time in processing medical claims for Off-Site Services final payment to Contractor will be made no earlier than 180 days after the termination or expiration of the Contract. At the end of this time, claims paid for off-site and on-site services not provided by the Contractor will be deducted from the \$500,000 withheld from the final month's Basic Services Fee and the remainder of the \$500,000 will be sent to Contractor.

18. Psychological Services for County Sheriff's Department (Exhibit B, Part III):

Payments for services related to Exhibit A, Part III, will be billed as fees per interview/evaluation or hourly at the rates specified in **Attachment B3-1: Pricing - Psychological Services for the Pima County Sheriff's Department.**

18.1. Contractor will transmit a monthly invoice for actual number of psychological evaluations provided to the County Sheriffs' Department no later than the 10th of each month for services rendered in the preceding month. Contractor will submit Request(s) for Payment/Invoices to:

Sheriffs' Department Business Office
1750 E. Benson Highway
Tucson, AZ. 85714

18.2. The invoice submitted will include the number and type of services provided, such as twenty employment interviews and one return to duty interview. Payment will be made to Contractor by the County Sheriffs Department no later than the last calendar day of the month if the invoice is received by the 10th of the month. If Contractor does not submit invoice to County Sheriffs Department by 10th of the month, then payment will be made within 30 days after the invoice is received. Payments for services related to Exhibit B, Part III will be processed by the County Sheriffs Department.

**ATTACHMENT B1-1
PRICING: PIMA COUNTY ADULT DETENTION COMPLEX (PCADC)**

Line #	Expense Category	Year 1	Year 2	Year 3	Totals
		10/1/22 - 9/30/23	10/1/23 - 9/30/24	10/1/24 - 9/30/25	10/1/22-9/30/25
1	On Site Personnel. Based on Budgeted Staffing Commitment and Summary Schedule of Staffing Costs	\$ 11,265,024.16	\$ 11,602,974.88	\$ 11,951,064.13	\$ 34,819,063.18
2	Relief Compensation	\$ 925,389.40	\$ 953,151.08	\$ 981,745.61	\$ 2,860,286.10
3	Medications and Pharmaceutical Services	\$ 1,881,431.25	\$ 1,937,874.19	\$ 1,996,010.41	\$ 5,815,315.85
4	Offsite services (inpatient and outpatient).	\$ 700,000.00	\$ 721,000.00	\$ 742,630.00	\$ 2,163,630.00
5	Laboratory Costs	\$ 160,620.90	\$ 165,439.53	\$ 170,402.71	\$ 496,463.14
6	Other Medical Expenses (including imaging, supplies, etc.)	\$ 203,111.70	\$ 209,205.05	\$ 215,481.20	\$ 627,797.95
7	Start Up Costs	NA	NA	NA	NA
8	IT Costs	\$ 159,300.00	\$ 164,079.00	\$ 169,001.37	\$ 492,380.37
9	Insurance Expense	\$ 506,920.00	\$ 522,127.60	\$ 537,791.43	\$ 1,566,839.03
10	Detoxification Services	\$ 24,000.00	\$ 24,720.00	\$ 25,461.60	\$ 74,181.60
11	MAT Services	\$ 50,000.00	\$ 51,500.00	\$ 53,045.00	\$ 154,545.00
12	Subtotal Health Services Expenses	\$ 15,875,797.41	\$ 16,352,071.33	\$ 16,842,633.47	\$ 49,070,502.21
13	Administrative Expenses	\$ 2,462,419.15	\$ 2,536,291.72	\$ 2,612,380.48	\$ 7,611,091.35

Total Basic Service Fee for PCADC

\$ 18,338,216.56

\$ 18,888,363.06

\$ 19,455,013.95

\$ 56,681,593.57

Note 1: This Worksheet should include pricing for all costs of detainees in the custody of the Sheriff's Department and housed at the Pima County Adult Detention Complex.

Note 2: MUST BE FIRM, FIXED, FULLY LOADED PRICE BASED ON ALL COSTS FOR WHICH CONTRACTOR EXPECTS PAYMENT, WITHOUT EXCEPTION

**ATTACHMENT B1-2
BUSINESS REQUIREMENTS PCADC**

Effective October 1, 2022

Requir ement #	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 Director and Correctional Health Quality Management Team of a death or Serious Adverse Event within 24 hours.	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.	100%	Actual cost for hourly custody supervision and the actual claim amount.
5	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.
6	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.
7	Comply with the requirement 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.
8	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
9	Send to County notice of departure of Leadership Positions at least two weeks before the position becomes vacant or as soon as Contractor is aware of the vacancy if Contractor did not receive prior notice.	100%	\$1,000 per occurrence
10	Obtain written approval from PCADC Administration and County's Behavioral Health Administrator prior to hiring any Leadership Position.	100%	\$5,000 per occurrence
11	Notify the County within 24 hours of a suspected MAT drug diversion event, regardless of whether the event is identified by Contractor or Custody staff.	100%	\$2,500 per occurrence, exclusive of any penalties or fines imposed upon the MAT program by oversight bodies which will also be Contractor's sole expense.

**ATTACHMENT B1-3
INVOICE FOR HEALTH SERVICES - PCADC**

Name of Contractor:

Date of Invoice: <INSERT DATE>

Reporting Period Beginning: <INSERT DATE> and Ending <INSERT DATE>

#	Item	Basic Service Fee	Other Adjustments
1	Basic Service Payment (monthly contracted amount)		
2	Adjustment for Failure to Achieve Staffing Commitment (report showing actual staffing hours compared to budgeted staffing hours in format approved by the County must accompany this invoice)		
	Adjustment for Claims paid on behalf of Contractor (County will enter this line)		
3	Adjustment for liquidated damages from audit of performance indicators (County will enter this line)		
4	Adjustment for meeting performance indicators and exceeding quality of care indicators (County will enter this line)		
5	Adjustment for liquidated damages from audit of business requirements (County will enter this line)		
6	Adjustment for outlier medications where the cost per episode of care exceeds \$25,000		
7	Adjustment for provision of MAT services		
8	Adjustment for provision of Detox services		
9	Other:		
10	Equals: Total Monthly Adjustments		\$ -

11	Grand Total Amount due for Reporting Period (Line 1 +/- Line 7)	\$ -
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	Original Contract/ Amended Amount	Previous Amounts Billed	Current Amount Billed	Remaining Contract Balance
12	Cumulative Monthly Usage Report		\$ -	\$ -

**ATTACHMENT B1-4
SUMMARY SCHEDULE OF
STAFFING COSTS - PCADC**

Name of Contractor:
NaphCare Arizona, LLC

Position Title	Year 1 Salary/Benefits			Year 1 Relief Compensation			Year 2 Salary/Benefits			Year 2 Relief Compensation			Year 3 Salary/Benefits			Year 3 Relief Compensation		
	Hourly Rate	Paid FTEs	Annual Amount	For Exempt Staff, please write "Exempt" instead of providing hours and rates for relief			Hourly Rate	Paid FTEs	Annual Amount	For Exempt Staff, please write "Exempt" instead of providing hours and rates for relief			Hourly Rate	Paid FTEs	Annual Amount	For Exempt Staff, please write "Exempt" instead of providing hours and rates for relief		
				Hourly Rate	Annual Hours	Annual Budgeted Compensation				Hourly Rate	Annual Hours	Annual Budgeted Compensation				Hourly Rate	Annual Hours	Annual Budgeted Compensation
Administrative Assistant	\$33.13	1.0	\$68,910	N/A	Exempt	N/A	\$34.12	1.0	\$70,977.71	N/A	Exempt	N/A	\$35.13	1.0	\$73,107	N/A	Exempt	N/A
Bachelor's Mental Health Professional	\$44.65	5.60	\$520,083	\$44.65	1,120	\$50,008	\$45.99	5.60	\$535,685.70	\$45.99	1,120	\$51,508	\$47.37	5.60	\$551,756	\$47.37	1,120	\$53,053
Behavioral Health Director	\$72.08	1.0	\$149,926	N/A	Exempt	N/A	\$74.24	1.0	\$154,424.19	N/A	Exempt	N/A	\$76.47	1.0	\$159,057	N/A	Exempt	N/A
Chief Psychiatrist	\$271.30	1.0	\$564,304	N/A	Exempt	N/A	\$279.44	1.0	\$581,233.12	N/A	Exempt	N/A	\$287.82	1.0	\$598,670	N/A	Exempt	N/A
Certified Nursing Assistant	\$27.82	2.80	\$162,024	\$27.82	560	\$15,579	\$28.65	2.80	\$166,884.39	\$28.65	560	\$16,047	\$29.51	2.80	\$171,891	\$29.51	560	\$16,528
Dental Assistant	\$27.82	1.30	\$75,225	\$27.82	260	\$7,233	\$28.65	1.30	\$77,482.04	\$28.65	260	\$7,450	\$29.51	1.30	\$79,806	\$29.51	260	\$7,674
Dental Hygienist	\$46.84	0.80	\$77,942	\$46.84	160	\$7,494	\$48.25	0.80	\$80,280.01	\$48.25	160	\$7,719	\$49.69	0.80	\$82,688	\$49.69	160	\$7,951
Dentist	\$115.99	1.30	\$313,637	\$115.99	260	\$30,157	\$119.47	1.30	\$323,046.07	\$119.47	260	\$31,062	\$123.05	1.30	\$332,737	\$123.05	260	\$31,994
Director of Nursing	\$63.18	1.0	\$131,414	N/A	Exempt	N/A	\$65.08	1.0	\$135,356.83	N/A	Exempt	N/A	\$67.03	1.0	\$139,418	N/A	Exempt	N/A
Discharge Planner	\$43.45	3.0	\$271,128	\$43.45	600	\$26,070	\$44.75	3.0	\$279,261.84	\$44.75	600	\$26,070	\$46.10	3.0	\$287,640	\$46.10	600	\$27,658
Health Services Administrator	\$78.76	1.0	\$163,821	N/A	Exempt	N/A	\$81.12	1.0	\$168,735.42	N/A	Exempt	N/A	\$83.56	1.0	\$173,797	N/A	Exempt	N/A
IT Liaison	\$48.71	1.0	\$101,317	N/A	Exempt	N/A	\$50.17	1.0	\$104,356.30	N/A	Exempt	N/A	\$51.68	1.0	\$107,487	N/A	Exempt	N/A
Licensed Practical Nurse	\$42.25	20.60	\$1,810,328	\$42.25	4,120	\$174,070	\$43.52	20.60	\$1,864,637.84	\$43.52	4,120	\$179,292	\$44.82	20.60	\$1,920,577	\$44.82	4,120	\$184,671
Master's MHP Licensed	\$36.98	13.70	\$1,053,782	\$36.98	2,740	\$101,325	\$38.09	13.70	\$1,085,394.54	\$38.09	2,740	\$104,365	\$39.23	13.70	\$1,117,957	\$39.23	2,740	\$107,496
NP/PA	\$67.44	2.40	\$336,660	\$67.44	480	\$32,371	\$69.46	2.40	\$346,760.29	\$69.46	480	\$33,342	\$71.55	2.40	\$357,163	\$71.55	480	\$34,343
Medical Records Clerk	\$25.30	1.0	\$52,624	N/A	Exempt	N/A	\$26.06	1.0	\$54,202.72	N/A	Exempt	N/A	\$26.84	1.0	\$55,829	N/A	Exempt	N/A
Medical Assistant	\$29.03	1.0	\$60,382	\$29.03	200	\$5,806	\$29.90	1.0	\$62,193.87	\$29.90	200	\$5,980	\$30.80	1.0	\$64,060	\$30.80	200	\$6,160

Medical Director	\$171.47	1.0	\$356,658	N/A	Exempt	N/A	\$176.61	1.0	\$367,357.33	N/A	Exempt	N/A	\$181.91	1.0	\$378,378	N/A	Exempt	N/A
Mental Health Clerk	\$29.03	3.0	\$181,147	\$29.03	600	\$17,418	\$29.90	3.0	\$186,581.62	\$29.90	600	\$17,941	\$30.80	3.0	\$192,179	\$30.80	600	\$18,479
MH Registered Nurse	\$54.26	4.20	\$474,015	\$54.26	840	\$45,578	\$55.89	4.20	\$488,235.82	\$55.89	840	\$46,946	\$57.56	4.20	\$502,883	\$57.56	840	\$48,354
OBGYN Clinician	\$250.00	0.10	\$52,000	N/A	Exempt	N/A	\$257.50	0.10	\$53,560.00	N/A	Exempt	N/A	\$265.23	0.10	\$55,167	N/A	Exempt	N/A
Psychiatric NP/PA	\$95.00	1.78	\$350,740	\$95.00	355	\$33,725	\$97.85	1.78	\$361,262.20	\$97.85	355	\$34,737	\$100.79	1.78	\$372,100	\$100.79	355	\$35,779
Psychiatrist	\$250.00	1.38	\$715,000	\$250.00	275	\$68,750	\$257.50	1.38	\$736,450.00	\$257.50	275	\$70,813	\$265.23	1.38	\$758,544	\$265.23	275	\$72,937
Radiology Tech	\$38.53	0.50	\$40,071	\$38.53	100	\$3,853	\$39.69	0.50	\$41,273.34	\$39.69	100	\$3,969	\$40.88	0.50	\$42,512	\$40.88	100	\$4,088
Registered Nurse	\$54.26	23.00	\$2,595,798	\$54.26	4,600	\$249,596	\$55.89	23.00	\$2,673,672.35	\$55.89	4,600	\$257,084	\$57.56	23.00	\$2,753,883	\$57.56	4,600	\$264,796
RN Supervisor	\$59.06	4.20	\$515,948	\$59.06	840	\$49,610	\$60.83	4.20	\$51,099	\$60.83	840	\$51,099	\$62.66	4.20	\$547,369	\$62.66	840	\$52,632
Substance Abuse Counselor	\$33.72	1.0	\$70,138	\$33.72	200	\$6,744	\$34.73	1.0	\$6,946	\$34.73	200	\$6,946	\$35.77	1.0	\$74,409	\$35.77	200	\$7,155
TOTALS		99.65	\$11,265,024		18,310	\$925,389		99.65	\$11,602,975		18,310	\$953,151		99.65	\$11,951,064		18,310	\$981,746

Enter on B-2, line 1, Year 1

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Enter on B-2, line 2, Year 2

Enter on B-2, line 1, Year 3

Enter on B-2, line 2, Year 3

**ATTACHMENT B2-1
PRICING: PIMA COUNTY JUVENILE DETENTION COMPLEX (PCJDC)**

Expense Category	Year 1 10/1/22 - 9/30/23	Year 2 10/1/23 - 9/30/24	Year 3 10/1/24 - 9/30/25	Totals 10/1/22-9/30/25
On Site Personnel. Based on Budgeted Staffing Commitment and Summary Schedule of Staffing Costs	\$ 1,601,146.56	\$ 1,649,180.96	\$ 1,698,656.39	\$ 4,948,983.90
Relief Compensation	\$ 121,922.40	\$ 125,580.07	\$ 129,347.47	\$ 376,849.95
Medications and Pharmaceutical Services	\$ 17,875.00	\$ 18,411.25	\$ 18,963.59	\$ 55,249.84
Offsite services (inpatient and outpatient).	\$ -	\$ -	\$ -	\$ -
Laboratory Costs	\$ 12,648.00	\$ 13,027.44	\$ 13,418.26	\$ 39,093.70
Other Medical Expenses (including imaging, supplies, etc.)	\$ 55,858.00	\$ 57,533.74	\$ 59,259.75	\$ 172,651.49
Start Up Costs	NA	NA	NA	NA
IT Costs	\$ -	\$ -	\$ -	\$ -
Insurance Expense	\$ -	\$ -	\$ -	\$ -
Subtotal Health Services Expenses	\$ 1,809,450.00	\$ 1,863,733.46	\$ 1,919,645.46	\$ 5,592,828.88
Administrative Expenses	\$ 156,233.04	\$ 160,920.03	\$ 165,747.63	\$ 482,900.70

Total Basic Service Fee for PCADC

\$ 1,965,683.00

\$ 2,024,653.49

\$ 2,085,393.09

\$ 6,075,729.58

Note 1: This Worksheet should include pricing for all costs of detainees in the custody of the Sheriff's Department and housed at the Pima County Juvenile Detention Complex.

Note 2: MUST BE FIRM, FIXED, FULLY LOADED PRICE BASED ON ALL COSTS FOR WHICH CONTRACTOR EXPECTS PAYMENT, WITHOUT EXCEPTION

ATTACHMENT B2-2
BUSINESS REQUIREMENTS PCJDC
Effective October 1, 2022

Requirement #	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 Director and Correctional Health Quality Management Team of a death or Serious Adverse Event immediately upon discovery of the event.	100%	\$5,000 per occurrence.
3	Notify the County of an inpatient admission within 24 hours of admission.	100%	\$5,000 per occurrence.
5	Provide policies/procedures for off-site services within 60 days of the start date of the new contract term. New or updated policies must be submitted to the County for review at least 30 days before implementation.	100%	\$1,000 per occurrence.
6	Comply with Critical Staffing Requirements as set forth in Exhibit A, Part II, 15.3.5.	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	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 at least two weeks before the position becomes vacant, or as soon as Contractor is aware of the vacancy if Contractor did not receive prior notice.	100%	\$1,000 per occurrence
11	Obtain written approval from PCJDC Administration and County's Behavioral Health Director prior to hiring any Leadership Position.	100%	\$5,000 per occurrence

**ATTACHMENT B2-3
INVOICE FOR HEALTH SERVICES - PCJDC**

Name of Contractor:

Date of Invoice: <INSERT DATE>

Reporting Period Beginning: <INSERT DATE> and Ending <INSERT DATE>

#	Item	Basic Service Fee	Other Adjustments
1	Basic Service Payment (monthly contracted amount)		
2	Adjustment for Failure to Achieve Staffing Commitment (report showing actual staffing hours compared to budgeted staffing hours in format approved by the County must accompany this invoice)		
3	Adjustment for liquidated damages from audit of performance indicators (County will enter this line)		
4	Adjustment for meeting performance indicators and exceeding quality of care indicators (County will enter this line)		
5	Adjustment for liquidated damages from audit of business requirements (County will enter this line)		
6	Adjustment for outlier medications where the cost per episode of care exceeds \$25,000		
7	Other:		
8	Equals: Total Monthly Adjustments		\$ -

9	Grand Total Amount due for Reporting Period (Line 1 +/- Line 7)	\$ -
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	Original Contract/ Amended Amount	Previous Amounts Billed	Current Amount Billed	Remaining Contract Balance
10	Cumulative Monthly Usage Report		\$ -	\$ -

**ATTACHMENT B2-4
SUMMARY SCHEDULE OF STAFFING COSTS - PCJDC**

Position Title	Year 1 Salary/Benefits			Year 1 Relief Compensation			Year 2 Salary/Benefits			Year 2 Relief Compensation			Year 3 Salary/Benefits			Year 3 Relief Compensation		
	Hourly Rate	Paid FTEs	Annual Amount	For Exempt Staff, please write "Exempt" instead of providing hours and rates for relief			Hourly Rate	Paid FTEs	Annual Amount	For Exempt Staff, please write "Exempt" instead of providing hours and rates for relief			Hourly Rate	Paid FTEs	Annual Amount	For Exempt Staff, please write "Exempt" instead of providing hours and rates for relief		
				Hourly Rate	Annual Hours	Annual Budgeted Compensation				Hourly Rate	Annual Hours	Annual Budgeted Compensation				Hourly Rate	Annual Hours	Annual Budgeted Compensation
Dental Hygienist	\$46.84	0.20	\$19,485	\$46.84	40	\$1,874	\$48.25	0.20	\$20,070	\$48.25	40	\$1,930	\$49.69	0.20	\$20,672	\$49.69	40	\$1,988
Dentist	\$115.99	0.20	\$48,252	\$115.99	40	\$4,640	\$119.47	0.20	\$49,699	\$119.47	40	\$4,779	\$123.05	0.20	\$51,190	\$123.05	40	\$4,922
Licensed Practical Nurse	\$42.25	4.20	\$369,096	\$42.25	840	\$35,490	\$43.52	4.20	\$380,169	\$43.52	840	\$36,555	\$44.82	4.20	\$391,574	\$44.82	840	\$37,651
Behavioral Health Director	\$72.08	1.00	\$149,926	N/A	Exempt	N/A	\$74.24	1.00	\$154,424	N/A	Exempt	N/A	\$76.47	1.00	\$159,057	N/A	Exempt	N/A
Master's MHP Licensed NP/PA	\$36.98	2.00	\$153,837	\$36.98	400	\$14,792	\$38.09	2.00	\$158,452	\$38.09	400	\$15,236	\$39.23	2.00	\$163,205	\$39.23	400	\$15,693
Mental Health Clerk	\$67.44	0.10	\$14,028	\$67.44	20	\$1,349	\$69.46	0.10	\$14,448	\$69.46	20	\$1,389	\$71.55	0.10	\$14,882	\$71.55	20	\$1,431
Psychiatric NP/PA	\$29.03	1.0	\$60,382	N/A	Exempt	N/A	\$29.90	1.0	\$62,194	N/A	Exempt	N/A	\$30.80	1.0	\$64,060	N/A	Exempt	N/A
Psychiatrist	\$95.00	0.30	\$59,280	\$95.00	60	\$5,700	\$97.85	0.30	\$61,058	\$97.85	60	\$5,871	\$100.79	0.30	\$62,890	\$100.79	60	\$6,047
Registered Nurse	\$250.00	0.25	\$130,000	\$250.00	50	\$12,500	\$257.50	0.25	\$133,900	\$257.50	50	\$12,875	\$265.23	0.25	\$137,917	\$265.23	50	\$13,261
RN Supervisor	\$54.26	4.20	\$474,015	\$54.26	840	\$45,578	\$55.89	4.20	\$488,236	\$55.89	840	\$46,946	\$57.56	4.20	\$502,883	\$57.56	840	\$48,354
TOTALS		14.450	\$1,601,147		2,290	\$121,922		14.450	\$1,649,181		2,290	\$125,580		14.450	\$1,698,656		2,290	\$129,347

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Enter on B-2, line 2, Year 2

Enter on B-2, line 1, Year 3

Enter on B-2, line 2, Year 3

**ATTACHMENT B3-1
PRICING: PSYCHOLOGICAL SERVICES FOR THE PIMA COUNTY SHERIFF'S DEPARTMENT**

Name of Contractor: NaphCare Arizona, LLC

Line #		10/1/2022 - 9/30/2025
1	Rate per Applicant Interview/Evaluation	\$255.00
2	Rate per Return to Duty Interview/Evaluation	\$255.00
3	Hourly Rate for as required services performed by psychologist. Includes travel costs and incidentals.	\$85.00
4	Annual Dollar Cap for Service	\$113,000.00

Note 1: Evaluation rate assumes an average time required of 3 hours per evaluation. This Worksheet should include pricing for all costs associated with conducting psychological evaluations for Applicants and Return to Duty for the Pima County Sheriff's Department.

Note 2: Hourly rate corresponds to providing the "Additional Psychological Services" listed in #3 of the RFP Scope of Services, Part III

Note 3: MUST BE FIRM, FIXED, FULLY LOADED PRICE BASED ON ALL COSTS FOR WHICH CONTRACTOR EXPECTS PAYMENT, WITHOUT EXCEPTION

ATTACHMENT B3-2

INVOICE FOR HEALTH SERVICES - PSYCHOLOGICAL SERVICES FOR THE PIMA COUNTY SHERIFF'S DEPARTMENT

Name of Contractor:

Date of Invoice: <INSERT DATE>

Reporting Period Beginning: <INSERT DATE> and Ending <INSERT DATE>

#	Item	Rate	Number of Interviews/Evaluations	Total
2	Applicant interview/Evaluation			
3	Return to Duty Interview/Evaluation			
4	Hourly rate for required services performed by psychologist; includes travel costs and incidentals			
8	Grand Total Amount due for Reporting Period (Line 1 +/- Line 7)			\$ -

		Annual Dollar Cap for Service	Previous Amounts Billed	Current Amount Billed	Remaining Balance
10	Cumulative Monthly Usage Report				\$ -

ATTACHMENT B-4
RESPONSIBILITY FOR OPERATIONAL EXPENSES

OPERATIONAL EXPENSE	APPLIES TO		RESPONSIBILITY OF	
	PCADC	PCJDC	CONTRACTOR	COUNTY
License, Accreditation, Registration				
NCCHC Accreditation	X	X	X	
Expenses Related to Preparing for NCCHC Accreditation Survey	X	X	X	
ADHS License: Outpatient Clinic (copy available upon request)	NA	X		X
DEA License: MAT programming	X			X
CLIA Certificate (copy available upon request)	X	X		X
ARRA Registration: Medical X-ray Machine (copy available upon request)	X	NA		X
ARRA Registration: Dental X-ray #1	X	NA		X
Credentialing Fees for Privileges at hospital(s)	X	X	X	
Teleradiology/Telemedicine Equipment & Operation				
Teleradiology Equipment: Lease and Maintenance	X	NA		X
Telemedicine Equipment: Maintenance & Line ¹	X	NA		X
University of Arizona Telemedicine Program Contract	X	NA		X
Radiology reads and storage	X	NA	X	
Medical Equipment				
Medical Equipment: Maintenance	X	X	X	
Medical Equipment \$5000 and over: New and Replacement	X	X		X
Medical Equipment under \$5000: New and Replacement	X	X	X	
Medication Carts	X	X	X	
Office Equipment				
Office Equipment on Site: Maintenance & Replacement	X	X	X	
New Office Equipment	X	X	X	
Health Records				
Electronic Health Records: Purchase Software (if applicable)	X	X		X
EHR Installation, Support and Storage	X	X		X
If Vendor chooses to interface with HIE, interface for receiving information from the Contractor's EHR into the Statewide HIE	X	X	X	
If the vendor chooses to utilize HIE, Interface for receiving information from Statewide	X	X	X	
Communications				
Central Phone System	X	X		X
Desktop Phones in Addition to Those Available	X	X	X	
Direct Lines in Medical Units, Medical Offices and Fax Lines	X	X		X
Direct Lines in Infirmary	X	NA		X
Direct Lines in Addition to Those Available	X	X	X	
Local Call Service	X	X		X
Long Distance Call Service ²	X	X		X
Voice Mail	X	X		X
Radios Provided by Corrections	X	X		X
Pagers	X	X	X	
Cell Phones	X	X	X	
Internet Access	X	X	X (PCJDC)	X (PCADC)
Housekeeping				
Cleaning of Medical Facilities and Offices	X	X		X
Laundry and Linen Services	X	X		X
Removal and Disposal of Hazardous Waste	X	X		X
Physical Plant				
Modifications to Physical Plant Allocated for Health Care Services	X	X		X

NA = Not applicable for this site

1. County will pay for telemedicine line; Contractor is responsible for telemedicine professional service fees.
2. County will only pay for long distance calls related to health care services

END OF EXHIBIT B

Exhibit C – Business Associate Agreement

WHEREAS, Pima County, on behalf of the Pima County Behavioral Health Department (“Covered Entity”), and NaphCare Inc (“Business Associate”) (each, a “Party,” and collectively, the “Parties”) wish to enter into a Business Associate Agreement to ensure compliance with the Privacy and Security Rules of the Health Insurance Portability and Accountability Act of 1996 (“HIPAA Privacy and Security Rules”) (45 C.F.R. Parts 160 and 164); and

WHEREAS, the Health Information Technology for Economic and Clinical Health (“HITECH”) Act of the American Recovery and Reinvestment Act of 2009, Pub. L. 111-5, modified the HIPAA Privacy and Security Rules (hereinafter, all references to the “HIPAA Privacy and Security Rules” include all amendments thereto set forth in the HITECH Act and any accompanying regulations); and

WHEREAS, the Parties have entered into a written or oral arrangement or arrangements (the “Underlying Agreement”) whereby Business Associate will provide certain services to Covered Entity that require Business Associate to create, receive, maintain, or transmit Protected Health Information (“PHI”) on Covered Entity’s behalf, and accordingly Business Associate may be considered a “business associate” of Covered Entity as defined in the HIPAA Privacy and Security Rules; and

WHEREAS, Business Associate and Covered Entity wish to comply with the HIPAA Privacy and Security Rules, and Business Associate wishes to honor its obligations as a business associate to Covered Entity.

THEREFORE, in consideration of the Parties’ continuing obligations under the Underlying Agreement, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree to the provisions of this Business Associate Agreement (“Agreement”).

Except as otherwise defined herein, any and all capitalized terms in this Agreement shall have the definitions set forth in the HIPAA Privacy and Security Rules. In the event of an inconsistency between the provisions of this Agreement and mandatory provisions of the HIPAA Privacy and Security Rules, as amended, the HIPAA Privacy and Security Rules in effect at the time shall control. Where provisions of this Agreement are different than those mandated by the HIPAA Privacy and Security Rules, but are nonetheless permitted by the HIPAA Privacy and Security Rules, the provisions of this Agreement shall control.

I. PERMITTED USES AND DISCLOSURES BY BUSINESS ASSOCIATE

A. Business Associate may use or disclose PHI to perform functions, activities, or services for, or on behalf of, Covered Entity as specified in the Underlying Agreement, provided that such use or disclosure would not violate the HIPAA Privacy and Security Rules if done by Covered Entity.

B. Business Associate may use PHI in its possession for its proper management and administration and to fulfill any present or future legal responsibilities of Business Associate, provided that such uses are permitted under state and federal confidentiality laws.

C. Business Associate may disclose PHI in its possession to third parties for the purposes of its proper management and administration or to fulfill any present or future legal responsibilities of Business Associate, provided that:

1. the disclosures are required by law; or

2. Business Associate obtains reasonable assurances from the third parties to whom the PHI is disclosed that the information will remain confidential and be used or further disclosed only as required by law or for the purpose for which it was disclosed to the third party, and that such third parties will notify Business Associate of any instances of which they are aware in which the confidentiality of the information has been breached.

D. Until such time as the Secretary issues regulations pursuant to the HITECH Act specifying what constitutes "minimum necessary" for purposes of the HIPAA Privacy and Security Rules, Business Associate shall, to the extent practicable, access, use, and request only PHI that is contained in a limited data set (as defined in 45 C.F.R. § 164.514(e)(2)), unless Business Associate requires certain direct identifiers in order to accomplish the intended purpose of the access, use, or request, in which event Business Associate may access, use, or request only the minimum necessary amount of PHI to accomplish the intended purpose of the access, use, or request.

II. OBLIGATIONS AND ACTIVITIES OF BUSINESS ASSOCIATE

A. Business Associate agrees not to use or further disclose PHI other than as permitted or required by this Agreement or the Underlying Agreement or as required by law.

B. Business Associate agrees to use appropriate safeguards and to comply, where applicable, with 45 C.F.R. Part 164, Subpart C with respect to Electronic Protected Health Information, to prevent use or disclosure of PHI other than as provided for by this Agreement. Specifically, Business Associate will:

1. implement the administrative, physical, and technical safeguards set forth in 45 C.F.R. §§ 164.308, 164.310, and 164.312 that reasonably and appropriately protect the confidentiality, integrity, and availability of any PHI that it creates, receives, maintains, or transmits on behalf of Covered Entity, and, in accordance with 45 C.F.R. § 164.316, implement and maintain reasonable and appropriate policies and procedures to enable it to comply with the requirements outlined in 45 C.F.R. §§ 164.308, 164.310, and 164.312; and

2. report to Covered Entity any Security Incident, and any use or disclosure of PHI that is not provided for by this Agreement, of which Business Associate becomes aware without unreasonable delay and in no case later than thirty (30) calendar days after discovery.

C. Business Associate shall require each subcontractor that creates, receives, maintains, or transmits PHI on its behalf to enter into a business associate agreement or equivalent agreement containing the same restrictions on access, use, and disclosure of PHI as those applicable to Business Associate under this Agreement. Furthermore, to the extent that Business Associate provides Electronic PHI to a subcontractor, Business Associate shall require such subcontractor to comply with all applicable provisions of 45 C.F.R. Part 164, Subpart C.

D. Business Associate agrees to comply with any requests for restrictions on certain disclosures of PHI to which Covered Entity has agreed in accordance with 45 C.F.R. § 164.522 of which Business Associate has been notified by Covered Entity.

E. If Business Associate maintains a designated record set on behalf of Covered Entity, at the request of Covered Entity and in a reasonable time and manner, Business Associate agrees to make available PHI required for Covered Entity to respond to an individual's request for access to his or her PHI in accordance with 45 C.F.R. § 164.524. If Business Associate maintains PHI in an electronic designated record set, it agrees to make such PHI available electronically to Covered Entity or, upon Covered Entity's specific request, to the applicable individual or to a person or entity specifically designated by such individual, upon such individual's request.

F. If Business Associate maintains a designated record set on behalf of Covered Entity, at the request of Covered Entity and in a reasonable time and manner, Business Associate agrees to make available PHI required for amendment by Covered Entity in accordance with the requirements of 45 C.F.R. § 164.526.

G. Business Associate agrees to document any disclosures of Protected Health Information, and to make PHI available for purposes of accounting of disclosures, as required by 45 C.F.R. § 164.528.

H. If Business Associate is to carry out one or more of Covered Entity's obligations under 45 C.F.R. Part 164, Subpart E, Business Associate shall comply with the requirements of Subpart E that apply to Covered Entity in the performance of such obligation(s).

I. Business Associate agrees that it will make its internal practices, books, and records relating to the use and disclosure of PHI received from, or created or received by Business Associate on behalf of, Covered Entity, available to the Secretary, in a time and manner designated by the Secretary, to enable the Secretary to determine Business Associate's or Covered Entity's compliance with the HIPAA Privacy and Security Rules. Business Associate also shall cooperate with the Secretary and, upon the Secretary's request, pursuant to 45 C.F.R. § 160.310, shall disclose PHI to the Secretary to enable the Secretary to investigate and review Business Associate's or Covered Entity's compliance with the HIPAA Privacy and Security Rules.

J. Unless expressly authorized in the Underlying Agreement, Business Associate shall not:

1. use PHI for marketing or fundraising;
2. use PHI to create a limited data set or to de-identify the information;
3. use PHI to provide data aggregation services relating to the health care operations of Covered Entity; or
4. use or disclose PHI in exchange for remuneration of any kind, whether directly or indirectly, financial or non-financial, other than such remuneration as Business Associate receives from Covered Entity in exchange for Business Associate's provision of the services specified in the Underlying Agreement.

5. Prior express written authorization from Covered Entity is required for Business Associate to access, store, share, maintain, transmit, use, or disclose PHI in any form via any medium with any entity or person, including the Business Associate's employees and subcontractors, beyond the boundaries and jurisdiction of the United States. Authorization may be granted in the sole discretion of Covered Entity and, if granted, will be subject to additional conditions with which Business Associate must agree.

III. BUSINESS ASSOCIATE'S MITIGATION AND BREACH NOTIFICATION OBLIGATIONS

A. Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of PHI by Business Associate in violation of the requirements of this Agreement.

B. Following the discovery of a Breach of Unsecured PHI ("Breach"), Business Associate shall notify Covered Entity of such Breach without unreasonable delay and in no case later than thirty (30) calendar days after discovery of the Breach, and shall assist in Covered Entity's breach analysis process, including risk assessment, if requested. A Breach shall be treated as discovered by Business Associate as of the first day on which such Breach is known to Business Associate or, through the exercise of reasonable diligence, would have been known to Business Associate. The Breach notification shall be provided to Covered Entity in the manner specified in 45 C.F.R. § 164.410(c) and shall include the information set forth therein to the extent known. If, following the Breach notification, Business Associate learns additional details about the Breach, Business Associate shall notify Covered Entity promptly as such information becomes available. Covered Entity shall determine whether Business Associate or Covered Entity will be responsible for providing notification of any Breach to affected individuals, the media, the Secretary, and/or any other parties required to be notified under the HIPAA Privacy and Security Rules or other applicable law. If Covered Entity determines that Business Associate will be responsible for providing such notification, Business Associate may not carry out notification until Covered Entity approves the proposed notices in writing.

C. Notwithstanding the provisions of Section III.B., above, if a law enforcement official states to Business Associate that notification of a Breach would impede a criminal investigation or cause damage to national security, then:

1. if the statement is in writing and specifies the time for which a delay is required, Business Associate shall delay such notification for the time period specified by the official; or

2. if the statement is made orally, Business Associate shall document the statement, including the identity of the official making it, and delay such notification for no longer than thirty (30) days from the date of the oral statement unless the official submits a written statement during that time.

Following the period of time specified by the official, Business Associate shall promptly deliver a copy of the official's statement to Covered Entity.

D. Business Associate shall bear Covered Entity's costs of any Breach and resultant notifications, if applicable, to the extent the Breach arises from Business Associate's negligence, willful misconduct, violation of law, violation of the Underlying Agreement, or violation of this Agreement.

IV. OBLIGATIONS OF COVERED ENTITY

A. Upon request of Business Associate, Covered Entity shall provide Business Associate with the notice of privacy practices that Covered Entity produces in accordance with 45 C.F.R. § 164.520.

B. Covered Entity shall provide Business Associate with any changes in, or revocation of, permission by an individual to use or disclose Protected Health Information, if such changes could reasonably be expected to affect Business Associate's permitted or required uses and disclosures.

C. Covered Entity shall notify Business Associate of any restriction on the use or disclosure of PHI to which Covered Entity has agreed in accordance with 45 C.F.R. § 164.522, and Covered Entity shall inform Business Associate of the termination of any such restriction, and the effect that such termination shall have, if any, upon Business Associate's use and disclosure of such Protected Health Information.

V. TERM AND TERMINATION

A. Term. The Term of this Agreement shall be effective as of the first effective date of any Underlying Agreement, and shall terminate upon later of the following events: (i) in accordance with Section V.C., when all of the PHI provided by Covered Entity to Business Associate or created or received by Business Associate on behalf of Covered Entity is returned to Covered Entity or destroyed (and a certificate of destruction is provided) or, if such return or destruction is infeasible, when protections are extended to such information; or (ii) upon the expiration or termination of the last of the Underlying Agreement.

B. Termination. Upon either Party's knowledge of a material breach by the other Party of its obligations under this Agreement, the non-breaching Party shall, within twenty (20) days of that determination, notify the breaching Party, and the breaching Party shall have thirty (30) days from receipt of that notice to cure the breach or end the violation. If the breaching Party fails to take reasonable steps to effect such a cure within such time period, the non-breaching Party may terminate this Agreement and the Underlying Agreement without penalty.

Where either Party has knowledge of a material breach by the other Party and determines that cure is infeasible, prior notice of the breach is not required, and the non-breaching Party shall terminate the portion of the Underlying Agreement affected by the breach without penalty.

C. Effect of Termination.

1. Except as provided in paragraph 2 of this subsection C., upon termination of this Agreement, the Underlying Agreement or upon request of Covered Entity, whichever occurs first, Business Associate shall return or destroy all PHI received from Covered Entity, or created or received by Business Associate on behalf of Covered Entity. This provision shall apply to PHI that is in the possession of subcontractors of Business Associate. Neither Business Associate nor its subcontractors shall retain copies of the PHI except as required by law.

2. In the event that Business Associate determines that returning or destroying the PHI is infeasible, Business Associate shall provide within ten (10) days to

Covered Entity notification of the conditions that make return or destruction infeasible. Upon mutual agreement of the Parties that return or destruction of PHI is infeasible, Business Associate, and its applicable subcontractors, shall extend the protections of this Agreement to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as Business Associate and its applicable subcontractors maintain such Protected Health Information.

VI. MISCELLANEOUS

A. No Rights in Third Parties. Except as expressly stated herein or in the HIPAA Privacy and Security Rules, the Parties to this Agreement do not intend to create any rights in any third parties.

B. Survival. The obligations of Business Associate under Section V.C. of this Agreement shall survive the expiration, termination, or cancellation of this Agreement, the Underlying Agreement, and/or the business relationship of the Parties, and shall continue to bind Business Associate, its agents, employees, contractors, successors, and assigns as set forth herein.

C. Amendment. The Parties agree that this Agreement will be amended automatically to conform to any changes in the HIPAA Privacy and Security Rules as are necessary for each of them to comply with the current requirements of the HIPAA Privacy and Security Rules and the Health Insurance Portability and Accountability Act, unless a particular statutory or regulatory provision requires that the terms of this Agreement be amended to reflect any such change. In those instances where an amendment to this Agreement is required by law, the Parties shall negotiate in good faith to amend the terms of this Agreement within sixty (60) days of the effective date of the law or final rule requiring the amendment. If, following such period of good faith negotiations, the Parties cannot agree upon an amendment to implement the requirements of said law or final rule, then either Party may terminate this Agreement and the Underlying Agreement upon ten (10) days written notice to the other Party. Except as provided above, this Agreement may be amended or modified only in a writing signed by the Parties.

D. Assignment. Neither Party may assign its respective rights and obligations under this Agreement without the prior written consent of the other Party.

E. Independent Contractor. None of the provisions of this Agreement are intended to create, nor will they be deemed to create, any relationship between the Parties other than that of independent parties contracting with each other solely for the purposes of effecting the provisions of this Agreement and any other agreements between the Parties evidencing their business relationship. Nothing in this Agreement creates or is intended to create an agency relationship.

F. Governing Law. To the extent this Agreement is not governed exclusively by the HIPAA Privacy and Security Rules or other provisions of federal statutory or regulatory law, it will be governed by and construed in accordance with the laws of the state in which Covered Entity has its principal place of business.

G. No Waiver. No change, waiver, or discharge of any liability or obligation hereunder on any one or more occasions shall be deemed a waiver of performance of any continuing or other obligation, or shall prohibit enforcement of any obligation, on any other occasion.

H. Interpretation. Any ambiguity of this Agreement shall be resolved in favor of a meaning that permits Covered Entity and Business Associate to comply with the HIPAA Privacy and Security Rules.

I. Severability. In the event that any provision of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, the remainder of the provisions of this Agreement will remain in full force and effect.

J. Notice. Any notification required in this Agreement shall be made in writing to the representative of the other Party who signed this Agreement or the person currently serving in that representative's position with the other Party.

K. Entire Agreement. This Agreement constitutes the entire understanding of the Parties with respect to the subject matter hereof and supersedes all prior agreements, oral or written. In the event of any inconsistency between this Agreement and any other agreement between the Parties concerning the use and disclosure of PHI and the Parties' obligations with respect thereto, the terms of this Agreement shall control.

L. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same Agreement.

END OF EXHIBIT C

EXHIBIT D
STANDARDS AND RECOMMENDATIONS CONCERNING THE SCREENING,
DIAGNOSIS AND TREATMENT OF COMMUNICABLE DISEASE AT THE PIMA
COUNTY ADULT DETENTION COMPLEX (PCADC) AND PIMA COUNTY
JUVENILE DETENTION CENTER (PCJDC)

Detainee populations in detention facilities are at high risk for all forms of communicable disease. The National Commission on Correctional Health Care has established standards for care service providers in jails regarding infection control programs and screening and management of communicable diseases and communicable disease outbreaks. In the best interest of Pima County and consistent with mandates for local health departments established by Arizona law, the Pima County Health Department (PCHD) Chief Medical Officer has established standards for screening, diagnosis and treatment of detainees and youth for management of communicable disease outbreaks at PCADC and PCJDC as set forth below. The Chief Medical Officer reserves the right to modify these standards and recommendations based on changes in Public Health practice and in the face of emerging threats to the health of the community from communicable disease outbreaks.

"Minimum Standards" are those standards that the PCADC/PCJDC health care provider (hereinafter "Contractor") is required to establish and maintain. "Recommendations" are practices that should be adopted to minimize the spread of communicable disease to the greatest extent possible, within PCADC, PCJDC and in the community at large. "Recommended Standards" may be triggered in the event of an outbreak of a communicable disease at PCADC or PCJDC.

Minimum Standards:

1. **Policies and Procedures:** Contractor must establish policies and procedures for the screening, surveillance and control of infections and communicable disease outbreaks at PCADC and PCJDC that are consistent with these Standards and Recommendations. Such policies and procedures must contain protocols for identification, isolation and treatment of tuberculosis (TB), sexually transmitted diseases (i.e., syphilis, gonorrhea, Chlamydia and HIV/AIDS), Vaccine-Preventable Diseases (i.e., measles, mumps, varicella, and influenza), contagious rash illness/ skin infection, ectoparasite control, and other infectious diseases such as enteric disease, norovirus, and foodborne outbreaks.
2. **Active Tuberculosis:** Contractor must screen all detainees and youth at booking for symptoms of active Tuberculosis (TB) as described below. If Contractor rules out active TB, Contractor must then also rule out other communicable airborne (such as varicella or Herpes zoster) or droplet disease (such as pertussis or influenza) prior to placing detainees and youth in the general population. The following standards apply:
 - a. TB screening:
 - i. Screen for respiratory symptoms including cough lasting more than 3 weeks, hemoptysis, chest pain, and general systemic symptoms including fever/chills night sweats, fatigue and weight loss. The index of suspicion is higher if any pulmonary symptoms are coupled with any

- general systemic symptoms.
- ii. Detainees with symptoms suggestive of TB disease (active TB) should immediately be placed in negative airflow isolation room and receive a thorough medical evaluation to include a chest radiograph. If a negative airflow isolation room is not available, Contractor must:
 1. Arrange for transport of detainees and youth who have high risk factors (such as heavy, prolonged coughing, significant risk for exposure to TB, most of the symptoms of TB, x-ray compatible with TB and/or are very infections (smear+) to an area hospital emergency department; or
 2. Place detainees and youth with low risk factors (such as normal chestx- ray and no symptoms apart from a prolonged cough) in an isolation room without negative air pressure for further observation and evaluation.
 3. Treat detainees and youth based on the results of diagnostic testing and observation. If deemed infectious, detainees should remain in isolation until treatment has rendered them noninfectious.
 - b. At the initial physical examination, Contractor must assess detainees and youth for TB exposure through administration of a Tuberculin Skin Test (TST). If TST is positive, a chest radiograph is performed to rule out active tuberculosis.
 - c. For detainees and youth who have previously tested positive on the TST, a chest x-ray is obtained to rule out active tuberculosis.
 - d. Detainees and youth who have a positive TST but are asymptomatic and have had a normal chest x-ray within twelve months of entering PCADC or PCJDC do not require an additional x-ray.
 - e. Sputum-smear and culture examinations should be considered for HIV positive detainees and youth who demonstrate symptoms suggestive of active TB but have a normal chest radiograph.
3. Sexually Transmitted Diseases (STD):
- a. Contractor must offer sexually transmitted disease (chlamydia, gonorrhea, HIV, and syphilis) testing upon arrival or within 24 to 48 hours and treat as clinically indicated.
 - b. Contractor must examine and test all detainees who are symptomatic of STD and treat them as clinically indicated.
 - c. Contractor must report positive test results to PCHD via the Communicable Disease Report as per reporting timelines.
4. Vaccine-Preventable Disease:
- a. PCJDC Contractor will review the immunization history of the youth in the Arizona State Immunization Information System (ASIIS) and update the schedule as needed.
 - b. PCADC Contractor will provide immunizations when appropriate.
5. Contagious Rash Illness/skin infection: Contractor must screen all detainees and youth at booking for contagious rash illnesses including chicken pox, measles, meningitis and scarlatina rash (for strep in the juvenile population) as well as for contagious skin infections such as MRSA. Contractor must isolate detainees and youth suspected of having a contagious rash illness or skin infection and contact

- PCHD immediately at (520) 243-7797 regarding the need for ongoing isolation as appropriate.
6. Ectoparasite Control: Contractor must screen all detainees and youth at booking for infestation. Contractor must isolate detainees and youth suspected of having an infestation until provided with the appropriate treatment.
 7. Other Infectious Diseases such as enteric disease, norovirus, and foodborne outbreaks: Contractor must screen detainees and youth at booking for enteric illnesses. Contractor must isolate those detainees and youth who have active diarrhea and/or vomiting.
 8. Reporting Infectious Disease and Managing Disease Outbreaks: Contractor must report communicable diseases in compliance with Arizona law. Contractor must immediately contact PCHD to report any actual or suspected infectious diseases that have the potential for outbreak in PCADC or PCJDC. PCHD will provide advice and assistance to Contractor and Contractor will cooperate with PCHD to respond to outbreaks of communicable diseases.
 9. Infection Control Monitoring and Reporting: As part of its required Infection Control Program, Contractor must designate an Infection Control Practitioner responsible for all infectious disease screenings, case finding, required follow-up, required reporting and incidence tracking. Contractor must generate and provide to County on a monthly basis a report of all incidences of infectious disease diagnosed by Contractor, by diagnosis and outcome. This report will be in a format acceptable to County.

Recommendations:

1. Response to Outbreaks: Contractor should establish a mechanism for screening, diagnosis and treatment of detainees and youth in the event of an outbreak of communicable diseases such as but not limited to chicken pox, measles, mumps or influenza. Such protocols should include provisions for isolation and/or congregate housing for those detainees and youth who screen positive for these diseases.
2. Use of All Rooms: Negative airflow isolation rooms are appropriate for use for any potentially airborne disease such as tuberculosis, varicella or measles. Contact and Droplet Precautions may be sufficient for diseases not thought to remain suspended in the air and able to travel great distances due to their small size (less than 5 micron).
3. Viral Hepatitis and HIV/AIDS: Injection drug users and sex workers are at high risk for hepatitis and HIV/AIDS. For those detainees or youth who are injection drug users and/or sex workers, Contractor should offer testing for HIV and hepatitis B and C, especially if such testing has not been performed within the past twelve months. Contractor is encouraged to seek alternative funding for vaccination against hepatitis A and B, and offer such vaccination as clinically appropriate and in the case of youth, with parental consent.

END OF EXHIBIT D