



**BOARD OF COUNTY COMMISSIONERS  
WARREN COUNTY, OHIO**

*406 Justice Drive, Lebanon, Ohio 45036*

*www.co.warren.oh.us*

*commissioners@co.warren.oh.us*

*Telephone (513) 695-1250*

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**TOM GROSSMANN  
SHANNON JONES  
DAVID G. YOUNG**

21-1286

September 21, 2021

APPROVE AND ENTER INTO CONTRACT WITH VITALCORE HEALTH STRATEGIES, LLC TO PROVIDE MEDICAL, MENTAL HEALTH, AND DENTAL SERVICES TO THE INMATES AT THE WARREN COUNTY JAIL ON BEHALF OF THE WARREN COUNTY SHERIFF'S OFFICE

WHEREAS, pursuant to resolution #21-1038, adopted July 27, 2021, this Board authorized the initiation of negotiations with VitalCore Health Strategies, LLC for medical, mental health, and dental services for the Warren County Jail; and

WHEREAS, all required documentation has been submitted by the contactor; and

NOW THEREFORE BE IT RESOLVED, to approve and enter into contract with VitalCore Health Strategies, LLC, 719 SW Van Buren, Suite 100, Topeka, Kansas 66603, for medical, mental health, and dental services for the Warren County Jail in the amount of \$2,320,487.01; as attached hereto and made a part hereof; and

BE IT FURTHER RESOLVED, this contract shall remain in full force and effect for a term of one (1) year beginning on October 11, 2021, and ending on October 10, 2022.

Mrs. Jones moved for adoption of the foregoing resolution being seconded by Mr. Grossmann. Upon call of the roll, the following vote resulted:

Mr. Young – yea

Mr. Grossmann – yea

Mrs. Jones – yea

Resolution adopted this 21<sup>st</sup> day of September 2021.

BOARD OF COUNTY COMMISSIONERS

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Tina Osborne, Clerk

cc: c/a—VitalCore Health Strategies  
Sheriff (file)  
OMB Bid File



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**TOM GROSSMANN  
SHANNON JONES  
DAVID G. YOUNG**

21-0618

May 11, 2021

**EXTEND THE REQUEST FOR PROPOSALS FOR MEDICAL SERVICES FOR THE  
WARREN COUNTY JAIL**

WHEREAS, this Board adopted resolution #21-0557, setting the deadline for proposals for Medical Services for the Warren County Jail for May 21, 2021 @ 10:00 a.m. for the Warren County Sheriff's Office; and

WHEREAS, Barry Riley, Chief Deputy, has requested an extension in the deadline to allow additional time for vendors to prepare their proposals; and

NOW THEREFORE BE IT RESOLVED, to extend the deadline for proposals for Medical Services for the Warren County Jail to June 4, 2021 @ 10:00 a.m.

Mr. Grossmann moved for adoption of the foregoing resolution being seconded by Mrs. Jones  
Upon call of the roll, the following vote resulted:

Mr. Young – yea

Mrs. Jones – yea

Mr. Grossmann – yea

Resolution adopted this 11<sup>th</sup> day of May 2021.

BOARD OF COUNTY COMMISSIONERS

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Tina Osborne, Clerk

cc: Sheriff (file)  
Bid file





**Warren County Sheriff's Office**  
**Sheriff Larry L. Sims**

**PUBLIC NOTICE:**  
**Addenda and Interpretations 3**  
Completed 5/11/2021

**WARREN COUNTY JAIL & SHERIFF'S OFFICE**  
**Medical Services for the Warren County Jail**

**4.1 Addenda and Interpretations:** Questions regarding the information contained in this Request for Proposals Advertisement shall be emailed to:

**Barry K. Riley, Chief Deputy**  
**Barry.Riley@wcsooh.org**

*To be given consideration, questions must be received at least five business days prior to the submittal date. All such interpretations and any supplemental instructions will be in the form of written addenda to the Request for Proposals Advertisement, which if issued, will be posted on the Warren County Commissioners' website on the Bid Projects page, no later than three days prior to the submittal date. Failure to receive any such addenda or interpretations shall not relieve the organization from any obligations under their proposal as submitted.*

The following addenda is issued for all potential parties benefit:

1. What is most important to the client when selecting an onsite provider?  
**Subjective-will not answer**
2. What are some focus areas where you would like to see improvement in your current occupational health program?  
**Subjective and overly broad-will not answer**
3. Should the bidding vendors provide a clinical list of suggested supplies and equipment with pricing for the bid and review committee to reference based on the provided volume and services? Or, should the bidding vendor only provide the pricing for disposable medical supplies needed and indicated services in the bid?  
**This is your proposal. What we asked for in the advertisement is the minimum we require.**

4. Since X-rays are not onsite, would the bidding committee like pricing for an x-ray machine and services associated with this equipment or just pricing for contracted offsite x-ray services?  
**Most X-rays are done onsite and done through a mobile X-ray company. Just pricing for contracted services, such as MobileX.**
5. EMR System- since the current system is proprietary to the current provider, is there a plan for data transition from the current provider if they do not win the new bid? Will there be any costs associated with said transition, if so, please provide the associated cost.  
**While the current system is proprietary, we own those records. Data transfer or conversion will be a topic of discussion during contract negotiations and we would not expect the vendor to incur this cost.**
6. Telehealth/ Telepsychiatry: Will the Warren County jail prefer to keep your existing contracted provider for this service? If so, is this contract a subcontractor independent of the primary contract or is this contractor a subsidiary of the primary onsite contractor?  
**All recruiting and hiring is at the discretion of the selected provider as long as security background meets our requirements.**
7. Dental: Will the Warren County jail prefer to keep your existing contracted provider for this service? If so, is the contract a subcontractor independent of the primary contract or is this contractor a subsidiary of the primary onsite contractor?  
**All recruiting and hiring is at the discretion of the selected provider as long as security background meets our requirements.**
8. How has the Warren County Jail addressed physical therapy/rehab treatment for any injuries? Is this something that is not provided or is this another subcontractor? If so, how many injury cases were provided Physical Therapy?  
**If therapy or rehab is required for injuries, we have coordinated offsite transport. I do not know the answer and it would take a bit to obtain, but it is minimal.**
9. Will any of the following services be required for the Peace Officers:
  - TB
  - Hep A & B
  - Mask Fit
  - Pulmonary Function Testing
  - Medical Surveillance for exposures (Bloodborne Pathogens, needle stick, etc....)**They will not be required. We currently have processes in place for these.**
10. Is there a focus for health and wellness onsite? If so, what programs have already been implemented, and where programs would the County like to see added?  
**Please see answer 42. in Addenda 2 published on 05/07/2021.**
11. Will COVID testing and/or vaccines be given by the onsite clinic? If so, will these supplies be provided by the county or do these services need to be added to the bid proposal?  
**COVID testing and vaccine clinics take place onsite. We will purchase needed testing kits and our county health department provides coordinated clinics.**
12. Will there be any interview and presentation ability to discuss the bid with the deciding committee?  
**We reserve the right to call for interviews and presentations as outlined in the advertisement. These have not been set and may or may not be required.**



**Warren County Sheriff's Office**  
**Sheriff Larry L. Sims**

**PUBLIC NOTICE:**  
**Addenda and Interpretations 2**  
Completed 5/7/2021

**WARREN COUNTY JAIL & SHERIFF'S OFFICE**  
**Medical Services for the Warren County Jail**

**4.1 Addenda and Interpretations:** Questions regarding the information contained in this Request for Proposals Advertisement shall be emailed to:

**Barry K. Riley, Chief Deputy**  
**Barry.Riley@wcsooh.org**

*To be given consideration, questions must be received at least five business days prior to the submittal date. All such interpretations and any supplemental instructions will be in the form of written addenda to the Request for Proposals Advertisement, which if issued, will be posted on the Warren County Commissioners' website on the Bid Projects page, no later than three days prior to the submittal date. Failure to receive any such addenda or interpretations shall not relieve the organization from any obligations under their proposal as submitted.*

The following addenda is issued for all potential parties benefit:

1. The current contract includes services for juveniles in the Juvenile Justice Facility. Please confirm that this RFP does not include services for juveniles.  
**It does not.**
2. Does the County contract separately for pharmaceuticals, and will the County continue to be responsible for the cost of pharmaceuticals?  
**Yes, and yes; however, feel free to include options in your proposal if you choose.**
3. What projected ADP should be utilized in preparation of our proposals? The current ADP of 280, the 499 bed count, or a number in between?  
**As you can imagine this is impossible to project. If you are in the business of providing a sliding scale cost proposal, feel free. If not, please propose for an ADP of 499.**

4. Will the County be responsible for the cost of all off-site services (hospitalization, outpatient/specialty visits, off-site and mobile diagnostics such as x-ray and pathology, dialysis, ambulance)?  
**Yes**
5. Will the County be responsible for the cost of all additional medical equipment necessary that is over \$100 in value?  
**Yes, as long as the need is clearly demonstrated and the vendor understand the purchasing limitations faced in county government.**
6. Will the Contractor be responsible for the purchase of any additional computers needed for staff, other than those that will be in the exam rooms?  
**Yes, to include a fax machine, printers and needed supplies (toner, etc.).**
7. In reviewing the Health Services Reports, there are many inmates that are positive for Hepatitis C. Is the County responsible for the cost of the Hep C testing? Will the County want to provide Hepatitis C treatment for these inmates?  
**This is a complex answer-If the inmate reports being Hep C positive we work with them to obtain current prescriptions and treatment plans. If unable to obtain, we closely monitor and work diligently for continuity of care. It is a case by case basis, which could include testing, expensive treatment plans, new treatment plans for those who never received treatment, or release if practical.**
8. Is the WCSO interested in any form of MAT for incarcerated individuals? If so, would the program include continuation of verified treatment, treatment of pregnant females, induction or a combination of these?  
**We currently use many forms of MAT and plan to continue this process. Having a treatment provider with the correct credentialing to write, obtain, or dispense these medications would be critical.**
9. Please provide the number of med carts utilized per medication pass.  
**We currently use one med cart. We will of course work with the selected provider to best fill the needs of the new operation.**
10. When would the start date be for a new contract?  
**Substantial completion (occupancy) for the new jail is scheduled for October 8, 2021. This is a difficult question to answer, yet we will work diligently in contract negotiations with the selected provider to build the transition plan.**
11. Do you wish to retain any of the current medical staff?  
**All recruiting and hiring is at the discretion of the selected provider as long as security background meets our requirements.**
12. How many officers currently work for the Warren County Jails?  
**60 Corrections Officers, 11 Supervisors, 3 Clerical Specialists.**
13. Who is/are your current physician(s)?  
**This is a contract employee of the current provider.**
14. Would you like the vendor to work with this physician if possible?  
**All recruiting and hiring is at the discretion of the selected provider as long as security background meets our requirements.**

15. Is an NP acceptable with oversight by a licensed physician?  
**Please review any NCCHC and State of Ohio requirements. These are the minimum standards, and it will be up to the provider to give their appropriate staffing plan as outlined in 2.2 A. of the advertisement.**
16. Are medications in blister packs?  
**Stock medications or patient specific medications are typically obtained from the pharmaceutical provider in blister packs. No issues.**
17. Please provide the following information about medication administration.
- Who administers medications, e.g., RNs, LPNs, medical assistants? **All**
  - How are evening medications being set up for the evening correctional staff? **This is not applicable. We (correctional staff) do not administer medications.**
18. Are any medications allowed to be brought in from home?  
**On a case by case basis, yes. Once the intake process and script verification is completed by the provider, this may be permitted.**
19. Are there over-the-counter medications on commissary?
- If so, are the inmates/detainees allowed to keep commissary medications on person?  
**I feel this was answered in Addenda 1, #25.**
20. What time(s) are sick call currently conducted?  
**While we try to remain constant, we oftentimes have to alter the schedule due to onsite dental, mental health, or physician treatment; however, we have a dedicated corrections officer assigned to Medical 0800-0000 each day.**
21. Are there specific times that jail security does not want inmate/detainee movement for sick call?
- If so, when? **Typically during standard meal times.**
22. Is a security officer currently present for every sick call?  
**See answer to #20.**
23. What on-site specialty clinics are conducted?  
**None but perhaps I need clarification.**
24. Do you currently do TB screening by asking questions?  
**Yes**
25. Do you currently do TB skin tests on the inmates/detainees?  
**Yes**
26. If you do TB screening, when do you complete the screening or skin tests?  
**During the mandatory physical period as required by NCCHC and State of Ohio Jail Standards.**
27. How many TB tests did you perform in 2020? How many done so far in 2021?  
**See Exhibit I of Addenda I (PPD's planted and PPD's read). We will not provide 2021 at this point.**
28. Would you like the new contractor to re-price all medical claims?  
**Yes**

29. Would the county prefer the vendor to review/verify the inmate/detainee medical bills, apply any discounts and pay the invoice for the county (act as a third-party administrator)?  
**See above, and we do not want you to act as a Third Party Administrator of offsite medical claims.**

30. What is the name of your current Jail Management System?  
**This was outlined in 2.2 C. of the advertisement.**

31. Is the site accredited? If so, by who (NCCHC, ACA, etc.) and when is the next accreditation date? Can we get a copy of the last audit?  
**See section 1.1 of the advertisement.**  
**February 19-20, 2019**  
**See Exhibit A**

32. Is the jail currently subject to any court orders or legal directives? If yes, please provide copies of the order/directive.  
**No**

33. Of the total population, how many are:  
**We hold pre-sentenced, sentenced, and those awaiting transport to other institutions such Ohio Department of Rehabilitation and Corrections or other out state/non adjoining county inmates. We do not hold juveniles or Federal inmates and have no contract for such, nor do we plan to.**

County	See Above	
ICE		
US Marshal		
Juveniles		
Native American		
Federal - Other		
Ohio DOC		
Work Release		
Indigent		
Other		▼

34. Can inmates/detainees request mental health services?  
**Yes**  
 a. If yes, are inmates/detainees charged a fee for mental health services?  
**No**

35. Is your mental health program accredited by any professional organization? (NCCHC, ACA)  
**See section 1.1 of the advertisement. This encompasses mental health.**

36. Indicate the level of screening for inmates/detainees at your jail. (Check all that apply)  
**Yes** Basic intake health screening, generally done at booking for medical and mental health issues by correctional officer.  
**Yes** Separate screening tool specific to mental health/suicide prevention issues completed by correctional officer.  
**Yes** Separate screening tool specific to mental health/suicide prevention issues completed by RN or mental health professional.

37. Is there a secondary review of screening reports for accuracy, completeness, legibility, and the referral process? (e.g., by first line supervisor, jail nurse, etc.)  
Yes, by whom? **Jail Medical Provider**
38. Is staff required to use a prescribed form when making mental health referrals?  
**No**
39. Are arresting/transporting officers and probation agents, etc. required to complete a pre-incarceration form identifying mental health risk issues?  
**No, but we ask the arresting/transporting officer.**
40. Does your jail staff receive ongoing training on mental health issues?  
**The jail completes Mental Health training every year. The training for 2020 was done on PowerDMS through an electronic course. We also had them complete a test at the end of training to see if they retrained the information given to them.**
41. Does your jail staff receive ongoing training on suicide prevention issues?  
**The jail completes Suicide Prevention training every year. This training and Mental Health training are completed at the same time. This was included in the PowerDMS course with Mental Health training as stated above.**
42. Please list the programs offered to inmates/detainees in your jail, such as education, religious, recreation, life skills, substance abuse, etc.  
**On a case by case basis we will assist inmates in obtaining their GED.**
- We do have chaplains who come to the jail weekly.**
- Pre-pandemic we had weekly AA meetings. We do anticipate this starting back.**
- Recreation is outlined in the State Jail Standards and we adhere to this.**
- Other information is listed in 2.4 A. of the advertisement.**
-

EXHIBIT A



National Commission on  
Correctional Health Care

1145 W Diversey Pkwy 773-880-1460 phone  
Chicago, Illinois 773-880-2424 fax  
60614-1318 www.ncchc.org

April 9, 2019

Larry Sims, Sheriff  
Warren County Correctional Facility  
822 Memorial Drive  
Lebanon, OH 45036

Dear Sheriff Sims:

The Accreditation and Standards Committee of the National Commission on Correctional Health Care (NCCHC) met on April 7, 2019 to review the findings from a recent survey and to consider the accreditation status of Warren County Correctional Facility. The Committee voted to continue the accreditation of your facility with the following qualification: that compliance be demonstrated with all of the essential standards and at least 85% of the applicable important standards. Compliance should be documented in a report and submitted to NCCHC by August 7, 2019. Enclosed is the accreditation report for your facility, listing cited standards and recommendations for achieving compliance.

The Committee acknowledged the facility's significant level of compliance with a number of NCCHC standards. However, in order to maintain your accreditation, it is important that you address the cited standards in a timely manner.

We'd also like to take this opportunity to introduce the new report format. After considerable discussion, the decision was made to adopt a format that more closely resembles that of the *Standards*, in order to provide a more objective and straight-forward reflection of compliance, lack of compliance, and the requirements to achieve compliance with a given standard. We trust that you and your staff will find this useful and effective as well.

Following receipt of documentation and verification of compliance, a Certificate of Accreditation will be sent to you indicating your facility's accreditation status. Please let us know if we can be of any assistance.

Sincerely,

A handwritten signature in black ink, appearing to read 'Tracey Titus, CCHP-RN'. The signature is written in a cursive, somewhat stylized script.

Tracey Titus, RN, CCHP-RN  
Vice President, Accreditation

Enclosure

cc: James R. Pavletich, MHA, CHE, Chief Executive Officer  
Amy Rose





To Whom It May Concern:

NCCHC's Accreditation Committee has requested further verification of compliance with one or more standards in the enclosed report. Please take a moment to review the guidelines below for submitting corrective action to NCCHC. Following these guidelines will expedite the processing and review of the documentation. Please allow 60 to 90 days after submission for an update report to be returned to the facility. The accreditation staff are available to answer any questions you may have after reviewing the report and the corrective action requirements. We can be reached at 773-880-1460.

### **Submission of Corrective Action Guidelines**

- **All documentation must be scanned and submitted on a thumb drive**
- Please organize and clearly label materials by the standard it is intended to address
- Documents should be in Word or PDF format and files should not be "zipped"
- **Please be sure to highlight relevant portions of documents: revisions to policies and procedures, screening/assessment forms, etc.**
- Clearly identify the *name of your facility* on the submission, rather than noting only a state name, corporate vendor, or system headquarters
- **Provide the name and phone #/email address of a contact person to provide guidance if needed.**
- If we have not received corrective action by the noted deadline, NCCHC will contact the facility HSA
- Review your submission to ensure it is complete and addresses all standards with compliance issues
- Please send only the information that is requested (e.g., if corrective action requires specific protocols for G-01, send only the requested protocols and not others that may not be required by the standard)
- Remember, evidence of practice is key and implementation of a plan, study results, and other clear documentation of compliance is what NCCHC looks for to assess whether a standard is met
- We recommend that you send materials via FedEx, UPS, or another reliable delivery service that can be tracked
- **Due to the volume of incoming materials, we ask that you verify receipt through your delivery service rather than contact NCCHC**

Please submit the thumb drive or CD to:

National Commission on Correctional Health Care  
ATTN: Accreditation Department  
1145 W. Diversey Parkway  
Chicago, IL 60614



National Commission on  
Correctional Health Care

Warren County Correctional Facility, OH  
April 7, 2019

The National Commission on Correctional Health Care is dedicated to improving the quality of correctional health services and helping correctional facilities provide effective and efficient care. NCCHC grew out of a program begun at the American Medical Association in the 1970s. The standards are NCCHC's recommended requirements for the proper management of a correctional health services delivery system. These standards have helped correctional facilities improve the health of their inmates and the communities to which they return, increase the efficiency of their health services delivery, strengthen their organizational effectiveness, and reduce their risk of adverse patient outcomes and legal judgments.

On February 19-20, 2019, NCCHC conducted its review for continued accreditation of this facility. We commend the facility staff for their professional conduct, assistance, and candor during the course of our review. The NCCHC's team of experienced certified correctional health professionals utilized NCCHC's 2018 *Standards for Health Services in Jails* as the basis of its health services analysis. This report focuses primarily on issues in need of correction or enhancement. It is most effective when read in conjunction with the *Standards* manual. The information in this report is privileged and confidential and is intended for the sole use of persons addressed.

There are 39 essential standards. One hundred percent (100%) of the applicable essential standards must be met for accreditation. 38 are applicable to this facility and 37 (97%) were found to be in full compliance. Listed below are standards that were not compliant, partially compliant, or not applicable.

Standard number and name not compliant:

None

Standard number and name partially compliant:

J-E-06 Oral Care

Standard number and name not applicable:

J-E-03 Transfer Screening

There are 20 important standards; 19 are applicable to this facility and 18 (95%) were found to be in compliance. Eighty-five percent or more of the applicable important standards must be met. Listed below are standards that were not compliant, partially compliant, or not applicable.

Standard number and name not compliant:

None

Standard number and name partially compliant:

J-A-09 Procedure in the Event of an Inmate Death

Standard number and name not applicable:

J-C-08 Health Care Liaison

Decision: On April 7, 2019, NCCHC's Accreditation and Standards Committee awarded the facility Continuing Accreditation with Verification (CAV), *contingent* upon receiving requested compliance verification by August 7, 2019.

## **I. Facility Profile**

The facility's security classification is: minimum, medium, and maximum

The facility was built in: 1995

The facility's mission or purpose has not changed since the last survey.

The facility is located in the Midwestern United States.

The facility's supervision style is: direct and indirect

The facility's structural layout is: dormitory-style housing

Since the last NCCHC survey, there have not been any major renovations/expansions/closures in the facility; at the time of the survey, a new facility (to replace the current one) was expected to open in 2022.

Total Inmate Count on day of survey: 294

Total number of adult males on day of the survey: 231

Total number of adult females on day of the survey: 63

Average Daily Population (ADP) for last completed calendar year: 297

The design-rated capacity for the facility is: 287

There has not been a substantial increase or decrease in the inmate population.

Admissions to the facility arrive: unscheduled, 24 hours a day.

The total number of admissions to the facility last year was: 4,984

The average daily intake to the facility last year was: 13.65

The total number of correctional staff assigned to this facility is: 68

The usual shift coverage for correctional staff is: Day 12; Evening 11; Night 11

There has not been a recent change in health care contractor.

Health services are provided by a national health care vendor.

They have provided health services since: September 4, 2014

There have been no distinctive events that may affect the delivery of health care.

The facility has no satellites.

## **II. Survey Method**

We toured the clinic area, inmate housing areas, food service area, and segregation. We reviewed 41 health records; policies and procedures; provider licenses; administrative, health staff, and continuous quality improvement (CQI) meeting minutes; job descriptions; statistical and environmental inspection reports; and health services personnel and CO training records. We interviewed the sheriff, responsible physician, health services administrator (HSA), dental and mental health staff, food services supervisor, two COs, and five inmates selected at random.

### III. Survey Findings and Comments

#### A. GOVERNANCE AND ADMINISTRATION

Standards in this section address the establishment of a health care system that ensures access to care, professional administration of all aspects of health care, and monitoring and quality improvement policies that effectively process health care issues from identification through resolution.

#### Standard Specific Findings

<b>J-A-01 Access to Care (E).</b>			
	<i>The compliance indicator is:</i>		
	<b>Fully Met</b>	<b>Partially Met</b>	<b>Not Met</b>
1. The responsible health authority identifies and eliminates any unreasonable barriers, intentional and unintentional, to inmates receiving health care.	X		
Compliance concern(s) or positive findings:			
None			
The following corrective action is required:			
None			

<b>J-A-02 Responsible Health Authority (E).</b>			
	<i>The compliance indicator is:</i>		
	<b>Fully Met</b>	<b>Partially Met</b>	<b>Not Met</b>
1. The RHA arranges for all levels of health care and ensures quality, accessible, and timely health services for inmates.	X		
2. The RHA's responsibilities are documented in a written agreement, contract, or job description.	X		
3. The RHA must be on-site at least weekly.	X		
4. Final clinical judgments rest with a single, designated, licensed <i>responsible physician</i> .	X		
5. Where there is a separate organizational structure for mental health services, there is a <i>designated mental health clinician</i> .	X		
6. Where there is a separate organizational structure for dental services, there is a <i>designated dental clinician</i> .	X		
7. The responsible physician (and designated mental health clinician and dental clinician, if applicable) is available to the facility frequently enough to fulfill the position's clinical and administrative responsibilities.	X		
8. All aspects of the standard are addressed by written policy and defined procedures.	X		

Compliance concern(s) or positive findings:
None
The following corrective action is required:
None

<b>J-A-03 Medical Autonomy (E).</b>			
	<i>The compliance indicator is:</i>		
	<b>Fully Met</b>	<b>Partially Met</b>	<b>Not Met</b>
1. Clinical decisions are determined by qualified health care professionals and implemented in an effective and safe manner.	X		
2. Administrative decisions are coordinated, if necessary, with clinical needs so that patient care is not jeopardized.	X		
3. <i>Custody staff</i> support the implementation of clinical decisions.	X		
4. <i>Health staff</i> recognize and follow security regulations.	X		
5. All aspects of the standard are addressed by written policy and defined procedures.	X		
Compliance concern(s) or positive findings:			
None			
The following corrective action is required:			
None			

<b>J-A-04 Administrative Meetings and Reports (E).</b>			
	<i>The compliance indicator is:</i>		
	<b>Fully Met</b>	<b>Partially Met</b>	<b>Not Met</b>
1. Administrative meetings are attended by the facility administrator and the responsible health authority (RHA) or their designees, and other members of the medical, dental, and mental health and correctional staffs as appropriate.	X		
2. Administrative meetings are held at least quarterly. Minutes or summaries are made and retained for reference, and copies available and reviewed by all appropriate personnel.	X		
3. Health staff meetings occur at least monthly to address pertinent health care issues. Minutes or summaries are made and retained for reference, and copies are available and reviewed by all health staff.	X		
4. Statistical reports of health services are made at least monthly. They are provided to the facility administrator and others as appropriate and are used to monitor trends in the delivery of health care.	X		
5. All aspects of the standard are addressed by written policy and defined procedures.	X		
Compliance concern(s) or positive findings:			
None			
The following corrective action is required:			
None			

<b>J-A-05 Policies and Procedures (E).</b>			
	<i>The compliance indicator is:</i>		
	<b>Fully Met</b>	<b>Partially Met</b>	<b>Not Met</b>
1. Policies and procedures address each applicable standard in the <i>Standards for Health Services in Jails</i> .	X		
2. Health care policies and procedures are site specific.	X		
3. Health care policies and procedures are reviewed at least annually by the RHA and responsible physician.	X		
4. Documentation of this review includes signatures of the RHA and responsible physician and the date of the review.	X		
5. Health staff review policies and procedures any time they are revised or new policies are introduced.	X		
6. Other policies, such as those for custody, kitchen, industries, and health care vendor or other contractors, do not conflict with health care policies.	X		
7. The manual or compilation is accessible to health staff.	X		
8. All aspects of the standard are addressed by written policy and defined procedures.	X		
<b>Compliance concern(s) or positive findings:</b>			
None			
<b>The following corrective action is required:</b>			
None			

<b>J-A-06 Continuous Quality Improvement Program (E).</b>			
	<i>The compliance indicator is:</i>		
	<b>Fully Met</b>	<b>Partially Met</b>	<b>Not Met</b>
1. The responsible health authority establishes a continuous quality improvement program that includes a <i>quality improvement committee</i> with representatives from the major program areas. The committee meets as required but no less than quarterly. The committee:	X		
a. Identifies aspects of health care to be monitored and establishes <i>thresholds</i>	X		
b. Designs quality improvement monitoring activities	X		
c. Analyzes the results for factors that may have contributed to below threshold performance	X		
d. Designs and implements improvement strategies to correct the identified health care concern	X		



e. Monitors the performance after implementation of the improvement strategies	X		
2. CQI meeting minutes or summaries are made and retained for reference, and copies are available and reviewed by all appropriate personnel.	X		
3. <i>Health record reviews</i> are done under the guidance of the responsible physician or designee to ensure that appropriate care is ordered and implemented and that care is coordinated by all health staff, including medical, dental, mental health, and nursing.	X		
4. Beyond chart reviews, the responsible physician is involved in the CQI process.	X		
5. When the committee identifies a site-specific health care concern from its monitoring, a <i>process and/or outcome quality improvement study</i> is initiated and documented.	X		
6. At least one process and/or outcome quality improvement study is completed per year.	X		
7. The committee documents a written annual review of the effectiveness of the CQI program by reviewing CQI studies and minutes of CQI, administrative, and/or staff meetings, or other pertinent written materials.	X		
8. All aspects of the standard are addressed by written policy and defined procedures.	X		
Compliance concern(s) or positive findings:			
None			
The following corrective action is required:			
None			

<b>J-A-07 Privacy of Care (I).</b>			
	<i>The compliance indicator is:</i>		
	<b>Fully Met</b>	<b>Partially Met</b>	<b>Not Met</b>
1. Discussions of protected patient health information and <i>clinical encounters</i> are conducted in private.	X		
2. Privacy (e.g., privacy screen, curtain, private area) should be afforded during physical exams, with special considerations for pelvic, rectal, breast, or other genital exams.	X		
3. All aspects of the standard are addressed by written policy and defined procedures.	X		
Compliance concern(s) or positive findings:			
None			
The following corrective action is required:			
None			

<b>J-A-08 Health Records (E).</b>			
	<i>The compliance indicator is:</i>		
	<b>Fully Met</b>	<b>Partially Met</b>	<b>Not Met</b>
1. The method of recording entries in the health record and the <i>health record contents</i> and format are approved by the responsible health authority (RHA) or designee.	X		
2. If electronic health records are used, procedures address integration of health information in electronic and paper forms.	X		
3. Where mental health or dental records are separate from medical records:	X		
a. A process ensures that pertinent information is shared	X		
b. At a minimum, a listing of current problems, allergies, and medications is common to all medical, dental, and mental health records of an inmate	X		
4. Evidence exists that the health record is available to health staff and health encounters are documented.	X		
5. Criminal justice information that is pertinent to clinical decisions is available to qualified health care professionals.	X		
6. Health records stored in the facility are maintained under secure conditions separate from correctional records.	X		
7. Access to health records and health information is controlled by the RHA.	X		
8. Evidence exists that health staff receive instruction in maintaining confidentiality.	X		
9. If records are transported by non-health staff, the records are sealed.	X		
10. When an inmate is transferred to another correctional facility:	X		
a. A copy of the current health record or a <i>comprehensive health summary</i> accompanies the inmate	X		
b. The transfer and sharing of health records complies with state and federal law	X		
11. There is a system for the reactivation of records when requested by health staff.	X		
12. The jurisdiction's legal requirements regarding records retention and release are followed.	X		

13. All aspects of the standard are addressed by written policy and defined procedures.	X		
Compliance concern(s) or positive findings:			
None			
The following corrective action is required:			
None			

<b>J-A-09 Procedure in the Event of an Inmate Death (I).</b>			
	The compliance indicator is:		
	Fully Met	Partially Met	Not Met
1. A <i>clinical mortality review</i> is conducted within 30 days.	X		
2. An <i>administrative review</i> is conducted in conjunction with custody staff.	X		
3. A <i>psychological autopsy</i> is performed on all deaths by suicide within 30 days.			X
4. Treating staff are informed of pertinent findings of all reviews.	X		
5. A log is maintained that includes:	X		
a. Patient name or identification number	X		
b. Age at time of death	X		
c. Date of death	X		
d. Date of clinical mortality review	X		
e. Date of administrative review	X		
f. Cause of death (e.g., hanging, respiratory failure)	X		
g. Manner of death (e.g., natural, suicide, homicide, accident)	X		
h. Date pertinent findings of review(s) shared with staff	X		
i. Date of psychological autopsy, if applicable			X
6. All aspects of the standard are addressed by written policy and defined procedures.	X		
Compliance concern(s):			
There were three deaths since the last survey, two reportedly due to suicide. While the administrative and clinical mortality reviews were evident in all three cases, there was no evidence of psychological autopsies for the suicides (which, by contract, are to be conducted by the private community counseling and recovery center).			

**Corrective action is required for Compliance Indicators #3.**

A psychological autopsy should be performed on all deaths by suicide within 30 days. Acceptable documentation includes a plan that describes how this standard will be corrected. Specifically, any necessary policy or procedure change to ensure that required components of death reviews are documented within 30 days of the death; necessary staff training; and how this will be documented on all future deaths. Corrective action is required in order to meet this standard.

**J-A-10 Grievance Process for Health Care Complaints (I).**

	<i>The compliance indicator is:</i>		
	<b>Fully Met</b>	<b>Partially Met</b>	<b>Not Met</b>
1. A grievance process is in place.	X		
2. The grievance policy includes:	X		
a. A time frame for response	X		
b. The process for appeal	X		
3. Responses to inmate grievances are:	X		
a. Timely	X		
b. Based on principles of adequate medical care	X		
c. Include documentation of response	X		
4. All aspects of the standard are addressed by written policy and defined procedures.	X		
<b>Compliance concern(s) or positive findings:</b>			
None			
<b>The following corrective action is required:</b>			
None			

**B. HEALTH PROMOTION, SAFETY, AND DISEASE PREVENTION**

Standards in this section address the need to optimize education, safety, and preventive care. Policies and procedures related to these standards require involvement by all facility staff.

**Standard Specific Findings****J-B-01 Health Lifestyle Promotion (I)**

	<i>The compliance indicator is:</i>		
	<b>Fully Met</b>	<b>Partially Met</b>	<b>Not Met</b>
1. Health staff document that patients receive individual <i>health education</i> and instruction in <i>self-care</i> for their health conditions.	X		
2. General health education (e.g., pamphlets, news articles, video, classes) is accessible to all inmates.	X		

3. The facility provides a <i>nutritionally adequate</i> diet to the general population.	X		
4. A <i>registered dietitian nutritionist</i> (RDN), or other licensed qualified nutrition professional, as authorized by state scope of practice laws, documents a review of the regular diet for nutritional adequacy at least annually.	X		
5. The facility has a procedure in place to notify the RDN whenever the regular diet menu is changed.	X		
6. Health staff promote and provide education on exercise and physical activity options in the facility.	X		
7. Smoking is prohibited indoors. If the facility allows smoking outside, specific areas are designated.	X		
8. Information on the health hazards of tobacco is available to inmates.	X		
9. All aspects of the standard are addressed by written policy and defined procedures.	X		
Compliance concern(s) or positive findings:			
None			
The following corrective action is required:			
None			

<b>J-B-02 Infectious Disease Prevention and Control (E)</b>			
	<i>The compliance indicator is:</i>		
	<b>Fully Met</b>	<b>Partially Met</b>	<b>Not Met</b>
1. The facility has a written <i>exposure control plan</i> that is approved by the responsible physician. The plan is reviewed and updated annually.	X		
2. The responsible health authority ensures that:	X		
a. Medical, dental, and laboratory equipment and instruments are appropriately cleaned, decontaminated, and sterilized per applicable recommendations and/or regulations	X		
b. Sharps and biohazardous wastes are disposed of properly	X		
c. Surveillance to detect inmates with infectious and communicable disease is effective	X		
d. Inmates with contagious diseases are identified and, if indicated, <i>medically isolated</i> in a timely fashion	X		
e. Infected patients receive medically indicated care	X		
3. <i>Standard precautions</i> are always used by health staff to minimize the risk of exposure to blood and body fluids.	X		

4. Inmate workers, if used, are trained in appropriate methods for handling and disposing of biohazardous materials and spills.	X		
5. Patients requiring respiratory isolation are housed in a functional negative pressure room.	X		
6. Inmates who are released with communicable or infectious diseases have documented community referrals, as medically indicated.	X		
7. The facility completes and files all reports as required by local, state, and federal laws and regulations.	X		
8. Effective <i>ectoparasite</i> control procedures are used to treat infected inmates and to disinfect bedding and clothing.	X		
a. Inmates, bedding, and clothing infected with ectoparasites are disinfected.	X		
b. Prescribed treatment considers all conditions (such as pregnancy, open sores, or rashes) and is ordered only by <i>providers</i> .	X		
c. If the facility routinely delouses inmates, only over-the-counter medications, such as those containing pyrethrins, are used.	X		
9. An environmental inspection of health services areas is conducted monthly to verify that:	X		
a. Equipment is inspected and maintained	X		
b. The unit is clean and sanitary	X		
c. Measures are taken to ensure the unit is occupationally and environmentally safe	X		
10. All aspects of the standard are addressed by written policy and defined procedures.	X		
Compliance concern(s) or positive findings:			
None			
The following corrective action is required:			
None			

<b>J-B-03 Clinical Preventive Services (E).</b>			
	<i>The compliance indicator is:</i>		
	<b>Fully Met</b>	<b>Partially Met</b>	<b>Not Met</b>
1. The responsible physician determines the medical necessity and/or timing of screenings and other preventive services (e.g., mammograms, colorectal screening, prostate screening, Pap smears).	X		

2. The responsible physician determines the frequency and content of periodic health assessments.	X		
3. The dentist determines the frequency and content of periodic dental evaluations.	X		
4. The responsible physician determines the medical necessity and/or timing of screening for communicable diseases (e.g., HIV, syphilis, gonorrhea, chlamydia), to include laboratory confirmation, treatment, and follow-up as clinically indicated.	X		
5. Immunizations are administered to patients as clinically indicated.	X		
6. All aspects of the standard are addressed by written policy and defined procedures.	X		
Compliance concern(s) or positive findings:			
None			
The following corrective action is required:			
None			

<b>J-B-04 Medical Surveillance of Inmate Workers (I).</b>			
	<i>The compliance indicator is:</i>		
	<b>Fully Met</b>	<b>Partially Met</b>	<b>Not Met</b>
1. There is an institutional committee or equivalent body that identifies and oversees inmate occupational-associated risks through a <i>medical surveillance</i> program	X		
2. An initial <i>medical screening</i> of an inmate for contraindications to a work program, based on job risk factors and patient condition, is conducted prior to enrollment in the program.	X		
3. Ongoing medical screening of inmates in work programs is conducted in a way that affords the same health protections as medical screening of employee workers in equivalent jobs.	X		
4. The responsible physician reviews and approves the health aspects of the medical surveillance program.	X		
5. Inmate illness or injury potentially related to occupational exposure or with occupational implications is identified and the information provided to the quality improvement committee for review.	X		
6. All aspects of the standard are addressed by written policy and defined procedures.	X		
Compliance concern(s) or positive findings:			
None			
The following corrective action is required:			
None			

<b>J-B-05 Suicide Prevention and Intervention (E).</b>			
	<i>The compliance indicator is:</i>		
	<b>Fully Met</b>	<b>Partially Met</b>	<b>Not Met</b>
1. The responsible health authority and facility administrator approve the facility's suicide prevention program.	X		
2. A suicide prevention program includes the following:	X		
a. Facility staff identify suicidal inmates and immediately initiate precautions.	X		
b. Suicidal inmates are evaluated promptly by the designated health professional, who directs the intervention and ensures follow-up as needed.	X		
c. <i>Acutely suicidal</i> inmates are monitored by facility staff via constant observation.	X		
d. <i>Non-acutely suicidal</i> inmates are monitored by facility staff at unpredictable intervals with no more than 15 minutes between checks.	X		
3. The use of other inmates in any way (e.g., companions, suicide-prevention aides) is not a substitute for staff supervision.	X		
4. Treatment plans addressing suicidal ideation and its reoccurrence are developed.	X		
5. Patient follow-up occurs as clinically indicated.	X		
6. All aspects of the standard are addressed by written policy and defined procedures.	X		
<b>Compliance concern(s) or positive findings:</b>			
None			
<b>The following corrective action is required:</b>			
None			

<b>J-B-06 Contraception (I).</b>			
	<input type="checkbox"/> <b>NOT APPLICABLE</b>		
	<i>The compliance indicator is:</i>		
	<b>Fully Met</b>	<b>Partially Met</b>	<b>Not Met</b>
1. Emergency contraception is available to women at intake.	X		
2. For planned releases to the community, arrangements are made to initiate contraception for women, upon request.	X		
3. Information about contraceptive methods and community resources is available.	X		
4. All aspects of the standard are addressed by written policy and defined procedures.	X		



Compliance concern(s) or positive findings:
None
The following corrective action is required:
None

<b>J-B-07 Communication on Patients' Health Needs (I).</b>			
	<i>The compliance indicator is:</i>		
	<b>Fully Met</b>	<b>Partially Met</b>	<b>Not Met</b>
1. Correctional staff are advised of inmates' special health needs that may affect:	X		
a. Housing	X		
b. Work assignments	X		
c. Program assignments or selection	X		
d. Disciplinary measures	X		
e. Transport to and from outside appointments	X		
f. Admissions to and transfers from facilities	X		
g. Clothing or appearance	X		
h. Activities of daily living	X		
2. Communication of health needs is documented.	X		
3. All aspects of the standard are addressed by written policy and defined procedures.	X		
Compliance concern(s) or positive findings:			
None			
The following corrective action is required:			
None			

<b>J-B-08 Patient Safety (I).</b>			
	<i>The compliance indicator is:</i>		
	<b>Fully Met</b>	<b>Partially Met</b>	<b>Not Met</b>
1. Facility staff implement <i>patient safety systems</i> to prevent <i>adverse</i> and <i>near-miss</i> clinical events.	X		
2. The responsible health authority (RHA) implements a reporting system for health staff to voluntarily report, in a nonpunitive environment, adverse and near-miss events that affect patient safety.	X		
3. All aspects of the standard are addressed by written policy and defined procedures.	X		

Compliance concern(s) or positive findings:
None
The following corrective action is required:
None

<b>J-B-09 Staff Safety (I).</b>			
	<i>The compliance indicator is:</i>		
	<b>Fully Met</b>	<b>Partially Met</b>	<b>Not Met</b>
1. Methods of communication (e.g., radio, panic button, voice proximity) between health staff and custody staff are available.	X		
2. When a safety concern arises, custody staff are requested and readily available to health staff.	X		
3. On each shift where health staff are present, inventories are maintained on items subject to abuse (e.g., needles, scissors, other sharp instruments) and discrepancies are immediately reported to the custody staff.	X		
4. As in the community, health staff identify and use contemporary equipment during the course of their duties (e.g., personal protective equipment, needle safety devices such as self-sheathing needles or needleless systems).	X		
5. All aspects of the standard are addressed by written policy and defined procedures.	X		
Compliance concern(s) or positive findings:			
None			
The following corrective action is required:			
None			

### C. PERSONNEL AND TRAINING

Standards in this section ensure that appropriately trained personnel are in place to deliver health care to the inmate population and that qualified health care professionals are evaluated for continuing competency.

#### Standard Specific Findings

<b>J-C-01 Credentials (E).</b>			
	<i>The compliance indicator is:</i>		
	<b>Fully Met</b>	<b>Partially Met</b>	<b>Not Met</b>
1. All qualified health care professionals have credentials and provide services consistent with the licensure, certification, and registration requirements of the jurisdiction.	X		
2. The responsible health authority (RHA) ensures that new hires undergo a credential verification process that confirms current licensure, certification, or registration.	X		

3. The credential verification process includes inquiry regarding sanctions or disciplinary actions of state boards and, for <i>prescribers</i> , the National Practitioner Data Bank (NPDB).	X		
4. Qualified health care professionals do not perform tasks beyond those permitted by their credentials.	X		
5. The RHA maintains verification of current credentials for all qualified health care professionals at a readily accessible location.	X		
6. A license that limits practice to only correctional health care is not in compliance with this standard.	X		
7. Specialists providing on-site or telehealth care services have appropriate licenses and certifications on file.	X		
8. All aspects of the standard are addressed by written policy and defined procedures.	X		
Compliance concern(s) or positive findings:			
None			
The following corrective action is required:			
None			

<b>J-C-02 Clinical Performance Enhancement (I).</b>			
	<i>The compliance indicator is:</i>		
	<b>Fully Met</b>	<b>Partially Met</b>	<b>Not Met</b>
1. Clinical performance enhancement reviews are conducted, at a minimum, on all full-time, part-time, or per diem:	X		
a. Providers	X		
b. RNs	X		
c. LPNs	X		
d. Psychologists	X		
e. Licensed clinical social workers	X		
f. Dentists	X		
2. The clinical performance enhancement review is conducted annually.	X		
3. Clinical performance enhancement reviews are kept confidential and incorporate at least the following elements:	X		
a. The name and credentials of the individual being reviewed	X		
b. The date of the review	X		
c. The name and credentials of the reviewer	X		
d. A summary of the findings and corrective action, if any	X		

e. Confirmation that the review was shared with the individual being reviewed	X		
4. A log or other written record listing the names of the individuals reviewed and the dates of their most recent reviews is available.	X		
5. The responsible health authority (RHA) implements an <i>independent review</i> when there is concern about any individual's competence.	X		
6. The RHA implements procedures to improve an individual's competence when such action is necessary.	X		
7. All aspects of the standard are addressed by written policy and defined procedures.	X		
Compliance concern(s) or positive findings:			
None			
The following corrective action is required:			
None			

<b>J-C-03 Professional Development (E).</b>			
	<i>The compliance indicator is:</i>		
	<b>Fully Met</b>	<b>Partially Met</b>	<b>Not Met</b>
1. All qualified health care professionals obtain at least 12 hours of continuing education per year or have proof of a valid license in states where continuing education is required for licensure.	X		
2. The responsible health authority (RHA) documents compliance with continuing education requirements.	X		
3. The RHA maintains a list of the state's continuing education requirements for each category of licensure of all qualified health care professionals.	X		
4. All qualified health care professionals who have patient contact are current in cardiopulmonary resuscitation technique.	X		
5. All aspects of the standard are addressed by written policy and defined procedures.	X		
Compliance concern(s) or positive findings:			
None			
The following corrective action is required:			
None			

<b>J-C-04 Health Training for Correctional Officers (E).</b>			
	<i>The compliance indicator is:</i>		
	<b>Fully Met</b>	<b>Partially Met</b>	<b>Not Met</b>
1. A training program is established and approved by the responsible health authority in cooperation with the facility administrator.	X		
2. An outline of the training, including course content and length, is kept on file.	X		

3. Correctional officers who work with inmates receive health-related training at least every 2 years. This training includes, at a minimum:	X		
a. Administration of first aid	X		
b. Cardiopulmonary resuscitation including the use of an automated external defibrillator	X		
c. Acute manifestations of certain chronic illnesses (e.g., asthma, seizures, diabetes)	X		
d. Intoxication and withdrawal	X		
e. Adverse reactions to medications	X		
f. Signs and symptoms of mental illness	X		
g. Dental emergencies	X		
h. Procedures for suicide prevention	X		
i. Procedures for appropriate referral of inmates with medical, dental, and mental health complaints to health staff	X		
j. Precautions and procedures with respect to infectious and communicable diseases	X		
k. Maintaining patient confidentiality	X		
4. A certificate or other evidence of attendance is kept on-site for each employee.	X		
5. While it is expected that 100% of the correctional staff who work with inmates are trained in all of these areas, compliance with the standard requires that at least 75% of the staff present on each shift are current in their health-related training.	X		
6. All aspects of the standard are addressed by written policy and defined procedures.	X		
Compliance concern(s) or positive findings:			
None			
The following corrective action is required:			
None			

<b>J-C-05 Medication Administration Training (E).</b>			
	<i>The compliance indicator is:</i>		
	<b>Fully Met</b>	<b>Partially Met</b>	<b>Not Met</b>
1. Correctional or health staff who administer or deliver prescription medication to inmates must be permitted by state law to do so.	X		

2. Staff who administer or deliver prescription medications are trained in matters of:			
a. Security	X		
b. Accountability	X		
c. Common side effects	X		
d. Documentation of administration of medicines	X		
3. The training is approved by the responsible physician or designee and facility administrator or designee.	X		
4. Documentation of completed training and testing is kept on file for staff who administer or deliver medications.	X		
5. All aspects of the standard are addressed by written policy and defined procedures.	X		
Compliance concern(s) or positive findings:			
None			
The following corrective action is required:			
None			

<b>J-C-06 Inmate Workers (E). <input type="checkbox"/> NOT APPLICABLE</b>			
	<i>The compliance indicator is:</i>		
	<b>Fully Met</b>	<b>Partially Met</b>	<b>Not Met</b>
1. Inmates do not make treatment decisions or provide patient care.	X		
2. Inmates are not substitutes for health staff, but may be involved in appropriate peer health-related programs or <i>reentry health care training programs</i> .	X		
3. Other than those in a reentry health care training program, inmates are not permitted to:			
a. Distribute or collect sick-call slips	X		
b. Schedule appointments	X		
c. Transport or view health records	X		
d. Handle or administer medications	X		
e. Handle surgical instruments and sharps	X		
4. Inmates in peer-health related programs are permitted to:	X		
a. Assist patients in <i>activities of daily living</i> (except for infirmary-level care patients)	X		

b. Participate in a buddy system for non-acutely suicidal inmates after documented training	X		
c. Participate in hospice programs after documented training (see F-07 Care for the Terminally Ill)	X		
5. Patients have the right to refuse care delivered by inmates who are in a reentry health care training program (e.g., dental assistant, nursing assistant).	X		
6. All aspects of the standard are addressed by written policy and defined procedures.	X		
Compliance concern(s) or positive findings:			
None			
The following corrective action is required:			
None			

<b>J-C-07 Staffing (I).</b>			
	<i>The compliance indicator is:</i>		
	<b>Fully Met</b>	<b>Partially Met</b>	<b>Not Met</b>
1. The RHA approves the staffing plan.	X		
2. Prescriber and nursing time must be sufficient to fulfill clinical responsibilities.	X		
3. Responsible physician time must be sufficient to fulfill administrative responsibilities.	X		
4. A documented plan is in place for custody staff to follow when a health situation arises and health staff are not present.	X		
5. The adequacy and effectiveness of the staffing plan are assessed by the facility's ability to meet the health needs of the inmate population.	X		
6. All aspects of the standard are addressed by written policy and defined procedures.	X		
Compliance concern(s) or positive findings:			
None			
The following corrective action is required:			
None			

### Staffing Plan

Number of On-Site Health Staff (Full-Time Equivalents) *Someone working a regular 40 hour week is considered 1.0 FTE. To calculate FTEs, take the total number of hours by employee category and divide by 40 (or the jurisdiction's equivalent of a full-time workweek). For example, someone working 16 hours would be a .40 FTE (16/40 = .40); 5 part-time LPNs working a total of 60 hours would be 1/5 FTE (60/40 = 1.5).*

Employee Category	Main Unit	Satellites		Vacant
		1	2	
Administrator (HSA)	1.00			
Administrative Assistant				
Medical Assistant	1.00			
Discharge Planner				
Physician	0.21			
Physician Assistant				
Nurse Practitioner				
Registered Nurse				
Licensed Practical Nurse	6.00			
Psychiatrist	0.10			
Psychologist				
Mental Health Worker	2.50			
Dentist	0.025			
Dental Assistant/Hygienist				
Pharmacist				
Health Records Personnel				
Lab/X-ray Technician				
EMT or MA				

J-C-08 Health Care Liaison (I).	X NOT APPLICABLE		
	<i>The compliance indicator is:</i>		
	Fully Met	Partially Met	Not Met
1. A designated, trained <i>health care liaison</i> coordinates health services delivery in the facility and satellite(s) on days when no qualified health care professionals are on-site for a continuous 24-hour period.			
2. The health care liaison is instructed in the role and responsibilities by the responsible physician or designee.			
3. The health care liaison should have a plan that includes contact information for the on-call health staff, ambulance, and other emergency community contacts.			
4. The health care liaison receives instruction in reviewing patient information.			
5. The health care liaison maintains confidentiality of patient information.			
6. Duties assigned to the health care liaison post are appropriately carried out.			
7. All aspects of the standard are addressed by written policy and defined procedures.			



Compliance concern(s) or positive findings:
None
The following corrective action is required:
None

<b>J-C-09 Orientation for Health Staff (I).</b>			
	<i>The compliance indicator is:</i>		
	<b>Fully Met</b>	<b>Partially Met</b>	<b>Not Met</b>
1. The orientation program is approved by the responsible health authority and the facility administrator.	X		
2. The orientation lesson plan is reviewed annually or more frequently, as needed.	X		
3. All health staff receive a <i>basic orientation</i> on or before the first day of on-site service.	X		
4. Within 90 days of employment, all health staff complete an <i>in-depth orientation</i> .	X		
5. Completion of the orientation program is documented and kept on file.	X		
6. All aspects of the standard are addressed by written policy and defined procedures.	X		
Compliance concern(s) or positive findings:			
None			
The following corrective action is required:			
None			

#### D. ANCILLARY HEALTH CARE SERVICES

Standards in this section address the establishment and maintenance of all necessary procedures for the provision of ancillary health care services.

#### Standard Specific Findings

<b>J-D-01 Pharmaceutical Operations (E).</b>			
	<i>The compliance indicator is:</i>		
	<b>Fully Met</b>	<b>Partially Met</b>	<b>Not Met</b>
1. The facility complies with all applicable state and federal regulations regarding prescribing, <i>dispensing, administering, procuring, and disposing</i> of pharmaceuticals.	X		
2. The facility maintains procedures for the timely procurement, dispensing, <i>distribution, accounting, and disposal</i> of pharmaceuticals.	X		
3. The facility maintains records as necessary to ensure adequate control and accountability for all medications, except those that may be purchased over the counter.	X		

4. The facility maintains maximum security storage of, and accountability by use for, Drug Enforcement Agency (DEA)-controlled substances.	X		
5. Drug storage and medication areas are devoid of outdated, discontinued, or recalled medications, except in a designated area for disposal.	X		
6. A staff or consulting pharmacist documents inspections and consultations of all sites, including satellites, at least quarterly.	X		
7. All medications are stored under proper conditions of sanitation, temperature, light, moisture, ventilation, segregation, and security.	X		
8. Antiseptics, other medications for external use, and disinfectants are stored separately from internal and injectable medications. Medications requiring special storage (e.g., refrigeration) for stability are so stored.	X		
9. An adequate and proper supply of antidotes and other emergency medications (e.g., naloxone, epinephrine) and related information are readily available to the staff.	X		
10. The poison control telephone number is posted in areas where overdoses or toxicologic emergencies are likely.	X		
11. All aspects of the standard are addressed by written policy and defined procedures.	X		
Compliance concern(s) or positive findings:			
None			
The following corrective action is required:			
None			

<b>J-D-02 Medication Services (E).</b>			
	<i>The compliance indicator is:</i>		
	<b>Fully Met</b>	<b>Partially Met</b>	<b>Not Met</b>
1. Medications are administered or delivered to the patient in a timely and safe manner.	X		
2. Prescription medications are given only by order of a physician, dentist, or other legally authorized individual.	X		
3. A policy identifies the expected time frames from ordering to administration or delivery to the patient and a backup plan if the time frames cannot be met.	X		
4. The responsible physician determines prescribing practices in the facility.	X		
5. If the facility maintains a <i>formulary</i> , there should be a documented process for obtaining nonformulary medications in a timely manner.	X		
6. Medications are prescribed only when clinically indicated.	X		

7. Medications are kept under the control of appropriate staff members, except for <i>self-medication programs</i> approved by the facility administrator and responsible physician.	X		
8. Inmates are permitted to carry medications necessary for the emergency management of a condition when ordered by a prescriber.	X		
9. Inmates entering the facility on verifiable prescription medication continue to receive the medication in a timely fashion, or justification for an alternate treatment plan is documented.	X		
10. The ordering prescriber is notified of the impending expiration of an order so that the prescriber can determine whether the drug administration is to be continued or altered.	X		
11. All aspects of the standard are addressed by written policy and defined procedures.	X		
Compliance concern(s) or positive findings:			
None			
The following corrective action is required:			
None			

<b>J-D-03 Clinic Space, Equipment, and Supplies (I).</b>			
	<i>The compliance indicator is:</i>		
	<b>Fully Met</b>	<b>Partially Met</b>	<b>Not Met</b>
1. Examination and treatment rooms for medical, dental, and mental health care are available and equipped to meet the needs of the patient population.	X		
2. Pharmaceuticals, medical supplies, and mobile emergency equipment are available and checked in accordance with policy.	X		
3. There is adequate office space with administrative files, secure storage of health records, and writing desks.	X		
4. When laboratory, radiological, or other ancillary services are provided on-site, the designated area is adequate to hold equipment and records.	X		
5. When patients are placed in a waiting area for more than a brief period, the waiting area has seats and access to drinking water and toilets.	X		
6. The facility has, at a minimum, the following equipment, supplies, and materials for the examination and treatment of patients:			
a. Hand-washing facilities or alternate means of hand sanitization	X		
b. Examination table	X		
c. A light capable of providing direct illumination	X		

d. Scale	X		
e. Thermometers	X		
f. Blood pressure monitoring equipment	X		
g. Stethoscope	X		
h. Ophthalmoscope	X		
i. Otoscope	X		
j. Transportation equipment (e.g., wheelchair, stretcher)	X		
k. Trash containers for biohazardous materials and sharps	X		
l. Sterilizer for non-disposable medical or dental equipment	X		
m. Appropriate space, equipment, and supplies for pelvic examinations if the facility houses females.	X		
n. Oxygen	X		
o. Automated external defibrillator	X		
p. Pulse oximeter	X		
q. Personal protective equipment (e.g., gloves, eye protection, gowns, masks)	X		
7. Basic equipment required for on-site dental examinations includes, at a minimum:			
a. Hand-washing facilities or alternate means of hand sanitization	X		
b. Dental examination chair	X		
c. Examination light	X		
d. Instruments	X		
e. Trash containers for biohazardous materials and sharps	X		
f. A dentist's stool	X		
g. Personal protective equipment	X		
8. The presence of a dental operatory requires the addition of at least:	X		
a. An X-ray unit with developing capability	X		
b. Blood pressure monitoring equipment	X		
c. Oxygen	X		

9. All aspects of the standard are addressed by written policy and defined procedures.	X		
Compliance concern(s) or positive findings:			
None			
The following corrective action is required:			
None			

<b>J-D-04 On-Site Diagnostic Services (I).</b>			
	<i>The compliance indicator is:</i>		
	<b>Fully Met</b>	<b>Partially Met</b>	<b>Not Met</b>
1. The responsible health authority maintains documentation that on-site diagnostic services (e.g., laboratory, radiology) are certified or licensed to provide that service.	X		
2. There is a procedure manual for each on-site diagnostic service, including protocols for the calibration of testing devices to ensure accuracy.	X		
3. Facilities have, at a minimum, multiple-test dipstick urinalysis, finger-stick blood glucose tests, peak flow meters (handheld or other), stool blood-testing material, and in facilities housing women, pregnancy test kits.	X		
4. All aspects of the standard are addressed by written policy and defined procedures.	X		
Compliance concern(s) or positive findings:			
None			
The following corrective action is required:			
None			

<b>J-D-05 Medical Diets (E).</b>			
	<i>The compliance indicator is:</i>		
	<b>Fully Met</b>	<b>Partially Met</b>	<b>Not Met</b>
1. Medical diets are provided per prescriber order and documented in the health record.	X		
2. Orders for medical diets are communicated in writing to dietary staff and include the type of diet, the duration for which it is to be provided, and special instructions, if any.	X		
3. A registered dietitian nutritionist (RDN) or other licensed qualified nutrition professionals, as authorized by state scope of practice laws, documents a review of all medical diets for nutritional adequacy at least annually.	X		
4. The facility has a procedure in place to notify the RDN whenever the medical diet menu is changed.	X		
5. Written documentation of menu reviews includes the date, signature, and title of the dietitian.	X		
6. Workers who prepare medical diets are supervised in diet preparation.	X		

7. When inmates refuse prescribed diets, follow-up nutritional counseling is provided.	X		
8. All aspects of the standard are addressed by written policy and defined procedures.	X		
Compliance concern(s) or positive findings:			
None			
The following corrective action is required:			
None			

<b>J-D-06 Patient Escort (I).</b>			
	<i>The compliance indicator is:</i>		
	Fully Met	Partially Met	Not Met
1. Patients are transported safely and in a timely manner for medical, dental, and mental health clinic appointments both inside and outside the facility.	X		
2. Patient confidentiality is maintained during transport.	X		
3. All aspects of the standard are addressed by written policy and defined procedures.	X		
Compliance concern(s) or positive findings:			
None			
The following corrective action is required:			
None			

<b>J-D-07 Emergency Services and Response Plan (E).</b>			
	<i>The compliance indicator is:</i>		
	Fully Met	Partially Met	Not Met
1. The facility provides 24-hour emergency medical, dental, and mental health services.	X		
2. Facility staff provide emergency services until qualified health care professionals arrive.	X		
3. The health aspects of the documented emergency response plan are approved by the responsible health authority and facility administrator, and include, at a minimum:	X		
a. Responsibilities of health staff	X		
b. Procedures for triage for multiple casualties	X		
c. Predetermination of the site for care	X		
d. Emergency transport of the patient(s) from the facility	X		
e. Use of an emergency vehicle	X		

f. Telephone numbers and procedures for calling health staff and the community emergency response system (e.g., hospitals, ambulances)	X		
g. Use of one or more designated hospital emergency departments or other appropriate facilities	X		
h. Emergency on-call physician, dental, and mental health services when the emergency health care facility is not nearby	X		
i. Security procedures for the immediate transfer of patients for emergency care	X		
j. Procedures for evacuating patients in a mass disaster	X		
k. Alternate backups for each of the plan's elements	X		
l. Time frames for response	X		
m. Notification to the person legally responsible for the facility	X		
4. <i>Mass disaster drills</i> are conducted so that each shift has participated over a 3-year period, including satellites.	X		
5. A health emergency <i>man-down drill</i> is practiced once a year on each shift where health staff are regularly assigned, including satellites.	X		
6. The mass disaster and man-down drills are <i>critiqued</i> , the results are shared with all health staff, and recommendations for health staff are acted upon.	X		
7. All aspects of the standard are addressed by written policy and defined procedures.	X		
Compliance concern(s) or positive findings:			
None			
The following corrective action is required:			
None			

<b>J-D-08 Hospital and Specialty Care (E).</b>			
	<i>The compliance indicator is:</i>		
	<b>Fully Met</b>	<b>Partially Met</b>	<b>Not Met</b>
1. Evidence demonstrates that there is appropriate and timely access to hospital and specialist care when necessary.	X		
2. When patients are referred for outside care, written or verbal information about the patient and the specific problem to be addressed must be communicated to the outside entity.	X		
3. The health record contains results and recommendations from off-site visits, or attempts by health staff to obtain these results.	X		

4. All aspects of the standard are addressed by written policy and defined procedures.	X		
Compliance concern(s) or positive findings:			
None			
The following corrective action is required:			
None			

### E. PATIENT CARE AND TREATMENT

Standards in this section ensure the delivery of health care from arrival through discharge for health care issues. All care is timely and appropriate, and continues until resolution of the problem or until discharge.

#### Standard Specific Findings

<b>J-E-01 Information on Health Services (E).</b>			
	<i>The compliance indicator is:</i>		
	<b>Fully Met</b>	<b>Partially Met</b>	<b>Not Met</b>
1. A sign explaining how to access health services is posted in the intake/processing area.	X		
2. Within 24 hours of their arrival, inmates are provided with written, electronic, or video information about:	X		
a. How to access emergency and routine medical, dental, and mental health services	X		
b. The fee-for-service program, if one exists	X		
c. The grievance process for health-related complaints	X		
3. Procedures ensure that inmates who have difficulty communicating (e.g., foreign speaking, developmentally disabled, illiterate, mentally ill, deaf) understand how to access health services.	X		
4. All aspects of the standard are addressed by written policy and defined procedures.	X		
Compliance concern(s) or positive findings:			
None			
The following corrective action is required:			
None			

<b>J-E-02 Receiving Screening (E)</b>			
<input type="checkbox"/> <b>NOT APPLICABLE</b>			
	<i>The compliance indicator is:</i>		
	<b>Fully Met</b>	<b>Partially Met</b>	<b>Not Met</b>
1. Reception personnel ensure that persons who are unconscious, semiconscious, bleeding, mentally unstable, severely intoxicated, exhibiting symptoms of alcohol or drug withdrawal, or otherwise urgently in need of medical attention are referred immediately for care and <i>medical clearance</i> into the facility.	X		



a. If they are referred to a community hospital and then returned, admission to the facility is predicated on written medical clearance from the hospital.	X		
2. A receiving screening takes place as soon as possible upon acceptance into custody.	X		
3. The receiving screening form is approved by the responsible health authority and inquires as to the inmate's:	X		
a. Current and past illnesses, health conditions, or special health requirements (e.g., hearing impairment, visual impairment, wheelchair, walker, sleep apnea machine dietary)	X		
b. Past infectious disease	X		
c. Recent communicable illness symptoms (e.g., chronic cough, coughing up blood, lethargy, weakness, weight loss, loss of appetite, fever, night sweats)	X		
d. Past or current mental illness, including hospitalizations	X		
e. History of or current suicidal ideation	X		
f. Dental problems (decay, gum disease, abscess)	X		
g. Allergies	X		
h. Dietary needs	X		
i. Prescription medications (including type, amount, and time of last use)	X		
j. Legal and illegal drug use (including type, amount, and time of last use)	X		
k. Current or prior withdrawal symptoms	X		
l. Possible, current, or recent pregnancy	X		
m. Other health problems as designated by the responsible physician	X		
4. The form also records reception personnel's observations of the inmate's:			
a. Appearance (e.g., sweating, tremors, anxious, disheveled)	X		
b. Behavior (e.g., disorderly, appropriate, insensible)	X		
c. State of consciousness (e.g., alert, responsive, lethargic)	X		
d. Ease of movement (e.g., body deformities, gait)	X		
e. Breathing (e.g., persistent cough, hyperventilation)	X		

f. Skin (including lesions, jaundice, rashes, infestations, bruises, scars, tattoos, and needle marks or other indications of drug abuse)	X		
5. The disposition of the inmate (e.g., immediate referral to an appropriate health care service, placement in the general population) is appropriate to the findings of the receiving screening and is indicated on the receiving screening form.	X		
6. Receiving screening forms are dated and timed immediately on completion and include the name, signature and title of the person completing the form.	X		
7. All immediate health needs are identified through the screening and properly addressed by qualified health care professionals.	X		
8. Potentially infectious inmates are isolated from the general inmate population	X		
9. If a woman is pregnant, an opiate history is obtained.	X		
10. If a woman reports current opiate use, she is immediately offered a test for pregnancy to avoid opiate withdrawal risks to fetus.	X		
11. When health-trained correctional personnel perform the receiving screening, they have documented training by the responsible physician or designee in early recognition of medical, dental, and mental health conditions requiring clinical attention.	X		
12. Health staff regularly monitor receiving screenings to determine the safety and effectiveness of this process.	X		
13. All aspects of the standard are addressed by written policy and defined procedures.	X		
<b>Compliance concern(s) or positive findings:</b>			
None			
<b>The following corrective action is required:</b>			
None			

<b>J-E-03 Transfer Screening (E).</b>	<b>X NOT APPLICABLE</b>		
	<i>The compliance indicator is:</i>		
	<b>Fully Met</b>	<b>Partially Met</b>	<b>Not Met</b>
1. Qualified health care professionals review each transferred inmate's health record or summary to ensure continuity of care and medications.			
2. When transferred from an intake facility, inmates who do not have initial medical, dental, or mental health assessments are to be evaluated at the receiving facility in a timely manner.			
3. Documentation in the health record demonstrates continuity of health care and medication administration.			

4. All aspects of the standard are addressed by written policy and defined procedures.			
Compliance concern(s) or positive findings:			
None			
The following corrective action is required:			
None			

<b>J-E-04 Initial Health Assessment (E).</b>			
	<i>The compliance indicator is:</i>		
	<b>Fully Met</b>	<b>Partially Met</b>	<b>Not Met</b>
<b>Compliance Indicators: Full Population Assessment (1-9)</b>	<input type="checkbox"/> <b>NOT APPLICABLE</b>		
1. Receiving screening results are reviewed within 14 days.	X		
2. All inmates receive an initial health assessment as soon as possible, but no later than 14 calendar days after admission to the facility.	X		
3. If the health assessment is deferred because of a documented health assessment within the last 12 months, documentation in the health record must confirm that the new receiving screening shows no change in health status.	X		
a. If the receiving screening shows a change in health status, the initial health assessment is repeated.	X		
4. The responsible physician determines the components of an initial health assessment.	X		
5. Initial health assessments include, at a minimum:			
a. A qualified health care professional collecting additional data to complete the medical, dental, and mental health histories, including any follow-up from positive findings obtained during the receiving screening and subsequent encounters	X		
b. A qualified health care professional recording of vital signs (including height and weight)	X		
c. A <i>physical examination</i> (as indicated by the patient's gender, age, and risk factors) performed by a physician, physician assistant, nurse practitioner, or RN.	X		
d. A screening test for latent tuberculosis (e.g., PPD, chest X-ray, laboratory test), unless completed prior to the initial health assessment.	X		
6. All abnormal findings (i.e., history and physical, screening, and laboratory) are reviewed by the provider.	X		
7. Specific problems are integrated into an initial problem list.	X		

8. Diagnostic and therapeutic plans for each problem are developed as clinically indicated.	X		
9. All aspects of the standard are addressed by written policy and defined procedures.	X		
<b>Compliance Indicators: Individual Assessment When Clinically Indicated (10-16) X NOT APPLICABLE</b>			
10. Inmates identified with <i>clinically significant findings</i> as the result of a comprehensive receiving screening receive an initial health assessment as soon as possible, but no later than 2 working days after admission. To qualify for this option, an institution:			
a. Has 24-hour, 7-day on-site health staff coverage			
b. Allows only licensed health care personnel to conduct a comprehensive receiving screening on all inmates			
c. Includes in its comprehensive receiving screening all elements of the receiving screening standard plus:			
i. Further inquiry into past history and symptoms of chronic diseases			
ii. Finger stick on individuals with diabetes			
iii. Vital signs (including pulse, respirations, blood pressure, and temperature)			
iv. Further inquiry into medication and dosages where possible			
v. A screening test for latent tuberculosis (e.g., PPD, chest X-ray, laboratory test.			
11. If the health assessment is deferred because of a documented health assessment within the last 12 months, documentation must confirm that the new receiving screening shows no change in health status.			
a. If the comprehensive receiving screening shows a change in health status, the initial health assessment is repeated.			
12. The responsible physician determines the components of an initial health assessment.			
13. Individual health assessments include, at a minimum:			
a. A review of comprehensive receiving screening results			
b. A qualified health care professional collecting additional data to complete the medical, dental, and mental health histories, including any follow-up from positive findings obtained during the receiving screening and subsequent encounters			
c. A qualified health care professional recording of vital signs (including height and weight)			

d. A physical examination (as indicated by the patient's gender, age, and risk factors) performed by a provider.			
e. Laboratory and/or diagnostic tests for disease, such as peak flow for asthma patients and blood work for diabetes patients.			
14. Specific problems are integrated into an initial problem list.			
15. Diagnostic and therapeutic plans for each problem are developed as clinically indicated.			
16. All aspects of the standard are addressed by written policy and defined procedures.			
Compliance concern(s) or positive findings:			
None			
The following corrective action is required:			
None			

**J-E-05 Mental Health Screening and Evaluation (E).**

	The compliance indicator is:		
	Fully Met	Partially Met	Not Met
1. Mental health screening is performed as soon as possible but no later than 14 calendar days after admission.	X		
2. Mental health screening may be conducted by <i>qualified mental health professionals</i> or qualified health care professionals who have received documented training.	X		
3. The initial mental health screening includes a structured interview with inquiries into:	X		
a. A history of:			
i. Psychiatric hospitalization and outpatient treatment	X		
ii. Substance use hospitalization	X		
iii. Withdrawal seizures	X		
iv. Detoxification and outpatient treatment	X		
v. Suicidal behavior	X		
vi. Violent behavior	X		
vii. Victimization	X		
viii. Special education placement	X		
ix. Cerebral trauma	X		
x. Sexual abuse	X		

xi. Sex offenses	X		
b. The current status of:			
i. Psychotropic medications	X		
ii. Suicidal ideation	X		
iii. Drug or alcohol use	X		
iv. Drug or alcohol withdrawal or intoxication	X		
v. Orientation to person, place, and time	X		
c. Emotional response to incarceration	X		
d. A screening for intellectual functioning (i.e., mental retardation, developmental disability, learning disability)	X		
4. The patient's health record contains results of the initial screening.	X		
5. Inmates who screen positive for mental health problems are referred to qualified mental health professionals for further evaluation.	X		
6. Mental health evaluations of patients with positive screens should be completed within 30 days or sooner if clinically indicated.	X		
7. Patients who require acute mental health services beyond those available on-site are transferred to an appropriate facility.	X		
8. All aspects of the standard are addressed by written policy and defined procedures.	X		
Compliance concern(s) or positive findings:			
None			
The following corrective action is required:			
None			

<b>J-E-06 Oral Care (E).</b>			
	The compliance indicator is:		
	Fully Met	Partially Met	Not Met
1. Oral care under the direction and supervision of a licensed dentist is provided to each inmate.	X		
2. Care is timely and includes immediate access for urgent conditions.	X		
3. Oral screening is performed as soon as possible but no later than 14 calendar days from admission.	X		

4. Oral screening may be done by the dentist or qualified health care professional who has received documented training approved or provided by the dentist.	X		
5. Instruction in oral hygiene and preventive oral education are given within 14 days of admission.	X		
6. An initial <i>oral examination</i> is performed by a dentist within 12 months of admission.		X	
7. <i>Oral treatment</i> , not limited to extractions, is provided according to a treatment plan based on a system of established priorities for care when, in the dentist's judgment, the patient's health would otherwise be adversely affected.	X		
8. Radiographs are used in the development of the treatment plan.	X		
9. Consultation through referral to oral health care specialists is available as needed.	X		
10. Each inmate has access to the preventive benefits of fluorides in a form determined by the dentist to be appropriate for the individual's needs.	X		
11. Extractions are performed in a manner consistent with community standards of care.	X		
12. All aspects of the standard are addressed by written policy and defined procedures.	X		
<b>Compliance concern(s):</b>			
An extraoral head and neck examination is not performed during the initial oral examination.			
<b>Corrective action is required for Compliance Indicator #6.</b>			
An oral examination should be performed by a dentist within 12 months of admission. An oral exam includes taking or reviewing the patient's oral history, an extraoral head and neck examination, charting of teeth, periodontal assessment and examination of the hard and soft tissue of the oral cavity with a mouth mirror, explorer, and adequate illumination. Acceptable documentation includes a plan by the RHA on how this standard will be corrected, including necessary policy and procedure changes and staff training. In order to receive accreditation, verification that this standard has been met is required.			

<b>J-E-07 Nonemergency Health Care Requests and Services (E).</b>			
	<i>The compliance indicator is:</i>		
	<b>Fully Met</b>	<b>Partially Met</b>	<b>Not Met</b>
1. All inmates, regardless of housing assignment, are given the opportunity to submit oral or written <i>health care requests</i> at least <i>daily</i> .	X		
2. The health care requests are picked up daily by health staff.	X		

3. Health care requests are reviewed and prioritized daily by qualified health care professionals, or the health care liaison if applicable.	X		
4. A face-to-face encounter for a health care request is conducted by a qualified health care professional, or the health care liaison (if applicable), within 24 hours of receipt by health staff.	X		
5. Patients are evaluated in a <i>clinical setting</i> as indicated.	X		
6. All aspects of the health care request process, from review and prioritization to subsequent encounter, are documented, dated, and timed.	X		
7. The frequency and duration of response to health services requests is sufficient to meet the health needs of the inmate population.	X		
8. All aspects of the standard are addressed by written policy and defined procedures.	X		
Compliance concern(s) or positive findings:			
None			
The following corrective action is required:			
None			

<b>J-E-08 Nursing Assessment Protocols and Procedures (I).</b>		<input type="checkbox"/> <b>NOT APPLICABLE</b>		
		<i>The compliance indicator is:</i>		
		<b>Fully Met</b>	<b>Partially Met</b>	<b>Not Met</b>
1. Nursing assessment protocols and nursing procedures:				
a. Are used by nursing personnel		X		
b. Are appropriate to the level of competency and preparation of the nurses who will carry them out		X		
c. Comply with the state practice act in the facility's jurisdiction		X		
2. Protocols and procedures are developed and reviewed annually by the nursing administrator and responsible physician based on the level of care provided in the facility.		X		
3. The protocols and procedures are accessible to all nursing staff.		X		
4. There is documentation of nurses' training in use of nursing assessment protocols and nursing procedures based on the level of care provided by the nurse. Documentation includes:		X		
a. Evidence that new nursing staff are trained and demonstrate knowledge and competency for the protocols and procedures that are applicable to their scope of practice		X		



b. Evidence of annual review of competency	X		
c. Evidence of retraining when protocols or procedures are introduced or revised	X		
5. Nursing assessment protocols for nonemergency health care requests include over-the-counter medications only.	X		
6. Approved assessment protocols pertaining to emergency life-threatening conditions (e.g., chest pain, shortness of breath) may contain prescription medications and must include immediate communication with a provider.	X		
7. Emergency administration of prescription medications requires a provider's order before or immediately after administration.	X		
8. All aspects of the standard are addressed by written policy and defined procedures.	X		
Compliance concern(s) or positive findings:			
None			
The following corrective action is required:			
None			

<b>J-E-09 Continuity, Coordination, and Quality of Care During Incarceration (E).</b>			
	<i>The compliance indicator is:</i>		
	<b>Fully Met</b>	<b>Partially Met</b>	<b>Not Met</b>
1. Patients receive medical, dental, and mental health services from admission to discharge per prescribers' recommendations, orders, and evidence-based practices.	X		
2. Prescriber orders are implemented in a timely manner.	X		
3. If deviations from evidence-based practices are indicated, clinical justification for the alternative treatment plan while in custody is documented.	X		
4. Diagnostic tests are reviewed by the provider in a timely manner.	X		
5. Treatment plans are modified as clinically indicated by diagnostic tests and treatment results.	X		
6. Treatment plans, including test results, are shared with patients.	X		
7. For hospitalization, urgent care, emergency department, or specialty visits:			

a. Patients are seen by a qualified health care professional or health care liaison (if appropriate) upon return	X		
b. Recommendations are reviewed for appropriateness of use in the correctional environment	X		
c. A provider is contacted in a timely manner to ensure proper implementation of any orders and to arrange appropriate follow-up	X		
8. All aspects of the standard are addressed by written policy and defined procedures.	X		
Compliance concern(s) or positive findings:			
None			
The following corrective action is required:			
None			

<b>J-E-10 Discharge Planning (E).</b>			
	<i>The compliance indicator is:</i>		
	<b>Fully Met</b>	<b>Partially Met</b>	<b>Not Met</b>
1. For planned discharges, health staff arrange for a <i>reasonable supply</i> of current medications.	X		
2. For patients with serious medical, dental, or mental health needs, arrangements or referrals are made for follow-up services with community prescribers, including exchange of clinically relevant information.	X		
3. All aspects of discharge planning are documented in the health record.	X		
4. All aspects of the standard are addressed by written policy and defined procedures.	X		
Compliance concern(s) or positive findings:			
None			
The following corrective action is required:			
None			

## F. SPECIAL NEEDS AND SERVICES

Standards in this section address patients with special health care needs and establish compliance requirements specific to each health care issue

### Standard Specific Findings

<b>J-F-01 Patients with Chronic Disease and Other Special Needs (E).</b>			
	<i>The compliance indicator is:</i>		
	<b>Fully Met</b>	<b>Partially Met</b>	<b>Not Met</b>
1. Patients with chronic diseases and other <i>special needs</i> are identified.	X		

2. The responsible physician establishes and annually approves clinical protocols.	X		
3. Clinical protocols are consistent with <i>national clinical practice guidelines</i> .	X		
4. Clinical protocols for the identification and management of chronic diseases or other special needs include, but are not limited to, the following:	X		
a. Asthma	X		
b. Diabetes	X		
c. HIV	X		
d. Hyperlipidemia	X		
e. Hypertension	X		
f. Mood Disorders	X		
g. Psychotic disorders	X		
5. Individualized <i>treatment plans</i> are developed by a physician or other qualified provider at the time the condition is identified and updated when warranted.	X		
6. Documentation in the health record confirms that providers are following chronic disease protocols and special needs treatment plans as clinically indicated by:	X		
a. Determining the frequency of follow-up for medical evaluation based on disease control	X		
b. Monitoring the patient's condition (e.g., poor, fair, good) and status (e.g., stable, improving, deteriorating) and taking appropriate action to improve patient outcome	X		
c. Indicating the type and frequency of diagnostic testing and therapeutic regimens (e.g., diet, exercise, medication)	X		
d. Documenting patient education (e.g., diet, exercise, medication)	X		
e. Clinically justifying any deviation from the protocol	X		

7. Chronic illnesses and other special needs requiring a treatment plan are listed on the master problem list.	X		
8. Medical and dental orthoses, prostheses, and other <i>aids to reduce effects of impairment</i> are supplied in a timely manner when patient health would otherwise be adversely affected, as determined by the responsible physician or dentist.	X		
9. All aspects of the standard are addressed by written policy and defined procedures.	X		
<b>Compliance concern(s) or positive findings:</b>			
None			
<b>The following corrective action is required:</b>			
None			

<b>J-F-02 Infirmiry-Level Care (E).</b>			
	<i>The compliance indicator is:</i>		
	<b>Fully Met</b>	<b>Partially Met</b>	<b>Not Met</b>
1. Policy defines the scope of medical, psychiatric, and nursing care available on-site to patients who need infirmiry-level care.	X		
2. Patients who need infirmiry-level care are always within sight or hearing of a facility staff member, and a qualified health care professional can respond in a timely manner.	X		
3. The number of qualified health care professionals providing infirmiry level care is based on the number of patients, the severity of their illnesses, and the level of care required for each.	X		
4. At least daily, a supervising RN ensures that care is being provided as ordered. Initiation and discontinuation of infirmiry-level care is by provider order.	X		
5. The frequency of provider and nursing rounds for patients who need infirmiry-level care is specified based on clinical acuity and the categories of care provided.	X		
6. Health records for patients who need infirmiry-level care include:			
a. Initial clinical note that documents the reason for infirmiry-level care and outlines the treatment and monitoring plan	X		
b. Complete documentation of the care and treatment given	X		
7. All aspects of the standard are addressed by written policy and defined procedures.	X		

Compliance concern(s) or positive findings:
None
The following corrective action is required:
None

<b>J-F-03 Mental Health Services (E).</b>			
	<i>The compliance indicator is:</i>		
	<b>Fully Met</b>	<b>Partially Met</b>	<b>Not Met</b>
1. Patients' mental health needs are addressed on-site or by referral to appropriate alternative facilities.	X		
2. Outpatient services include, at a minimum:			
a. Identification and referral of inmates with mental health needs	X		
b. Crisis intervention services	X		
c. Psychotropic medication management, when indicated	X		
d. Individual counseling	X		
e. Group counseling and/or psychosocial/psychoeducational programs	X		
f. Treatment documentation and follow-up	X		
3. When commitment or transfer to an inpatient psychiatric setting is clinically indicated:			
a. Required procedures are followed	X		
b. The transfer occurs in a timely manner	X		
c. The patient is safely housed and adequately monitored until the transfer occurs	X		
4. Outpatients receiving mental health services are seen as clinically indicated and as prescribed in their individual treatment plans.	X		
5. Mental health, medical, and substance abuse services are sufficiently coordinated such that patient management is appropriately integrated, medical and mental health needs are met, and the impact of these conditions on each other is adequately addressed.	X		
6. All aspects of the standard are addressed by written policy and defined procedures.	X		
Compliance concern(s) or positive findings:			
None			
The following corrective action is required:			
None			

<b>J-F-04 Medically Supervised Withdrawal and Treatment (E).</b>			
	<i>The compliance indicator is:</i>		
	<b>Fully Met</b>	<b>Partially Met</b>	<b>Not Met</b>
1. Protocols exist for managing inmates under the influence of or undergoing withdrawal from alcohol, sedatives, opioids, and/or other substances.	X		
2. Protocols for intoxication and withdrawal are approved by the responsible physician annually and are consistent with nationally accepted treatment guidelines.	X		
3. Individuals showing signs of intoxication or withdrawal are monitored by qualified health care professionals using approved protocols as clinically indicated until symptoms have resolved.	X		
4. Individuals being monitored are housed in a safe location that allows for effective monitoring.	X		
5. If the findings from patient monitoring meet the national guidelines to begin prescription medications, <i>medically supervised withdrawal</i> is implemented.	X		
6. Medically supervised withdrawal is done under provider supervision.	X		
7. Inmates experiencing severe or progressive intoxication (overdose) or severe alcohol/sedative withdrawal are transferred immediately to a licensed acute care facility.	X		
8. The facility has a policy that addresses the management of inmates on medication-assisted treatment (MAT).	X		
9. Inmates entering the facility on MAT have their medication continued, or a plan for medically supervised withdrawal is initiated.	X		
10. Disorders associated with alcohol and other drugs (e.g., HIV, liver disease) are recognized and treated.	X		
11. All aspects of the standard are addressed by written policy and defined procedures.	X		
<b>Compliance concern(s) or positive findings:</b>			
None			
<b>The following corrective action is required:</b>			
None			

<b>J-F-05 Counseling and Care of the Pregnant Inmate (E).</b>			
			<input type="checkbox"/> <b>NOT APPLICABLE</b>
<i>The compliance indicator is:</i>			
	<b>Fully Met</b>	<b>Partially Met</b>	<b>Not Met</b>
1. Counseling and assistance are provided and documented in accordance with the pregnant inmate's expressed desires regarding her pregnancy, whether she elects to keep the child, use adoptive services, or have an abortion.	X		
2. Prenatal care includes:	X		
a. Medical examinations by a provider qualified to provide prenatal care	X		
b. Prenatal laboratory and diagnostic tests in accordance with national guidelines	X		
c. Orders and treatment plans documenting clinically indicated levels of activity, nutrition, medications, housing, and safety precautions	X		
d. Counseling and administering recommended vaccines in accordance with national guidelines	X		
3. Pregnant patients with active opioid use disorder receive evaluation upon intake, including offering and providing medication-assisted treatment (MAT) with methadone or buprenorphine.	X		
4. Emergency delivery kits are available in the facility.	X		
5. Custody restraints are not used during labor and delivery.	X		
6. Custody restraints, if used, at other points of pregnancy and the postpartum period shall be limited to handcuffs in front of the body.	X		
7. <i>Postpartum care</i> is provided and documented.	X		
8. All aspects of the standard are addressed by written policy and defined procedures.	X		
<b>Compliance concern(s) or positive findings:</b>			
None			
<b>The following corrective action is required:</b>			
None			

<b>J-F-06 Response to Sexual Abuse (E).</b>			
			<i>The compliance indicator is:</i>
	<b>Fully Met</b>	<b>Partially Met</b>	<b>Not Met</b>
1. The facility has guidelines or protocols regarding the detection, prevention, and reduction of sexual abuse.	X		
2. Health staff are trained in how to:	X		

a. Detect, assess, and respond to signs of sexual abuse and sexual harassment	X		
b. Preserve physical evidence of sexual abuse	X		
3. Emergency contraception is available to female victims of sexual assault.	X		
4. Recent sexual assault is either referred to a community facility for treatment and gathering of evidence, or if these procedures are performed in-house, the following guidelines are used:	X		
a. A history is taken and qualified health care professionals conduct an examination to document the extent of physical injury and to determine whether referral to another medical facility is indicated.	X		
b. Personnel trained in examination of sexual abuse victims will conduct the exam.	X		
c. Whenever possible, the examiner will not have a therapeutic relationship with individuals involved in the incident.	X		
d. With the victim's consent, the examination includes collection of evidence from the victim, using a kit approved by the local legal authority.	X		
5. In all cases, whether the victim is treated in-house or referred to an outside facility, the following activities occur:	X		
a. Prophylactic treatment and follow-up care for sexually transmitted infections or other communicable diseases (e.g., HIV, hepatitis B) are offered to all victims, as appropriate.	X		
b. There is an evaluation by a qualified mental health professional for crisis intervention counseling and follow-up.	X		
c. A report is made to the correctional authorities to effect a separation of the victim from the abuser in their housing assignments.	X		
6. All aspects of the standard are addressed by written policy and defined procedures.	X		
Compliance concern(s) or positive findings:			
None			
The following corrective action is required:			
None			



<b>J-F-07 Care for the Terminally Ill (I).</b>			
	<i>The compliance indicator is:</i>		
	<b>Fully Met</b>	<b>Partially Met</b>	<b>Not Met</b>
1. A program to address the needs of terminally ill inmates includes <i>palliative care</i> .	X		
2. When the responsible physician determines that care in a community setting is medically preferable, a recommendation is made to the appropriate legal authority regarding the patient's transfer or <i>early release</i> .	X		
3. If there is an on-site palliative care program:	X		
a. Enrollment is a patient's informed choice	X		
b. Qualified health care professionals working in the program have received training in palliative care techniques	X		
c. Inmate workers or volunteers providing services in the program are properly trained and supervised	X		
4. <i>Advance directives</i> , health care proxies, and "do not resuscitate" (DNR) orders are available when medically appropriate.	X		
5. All aspects of the standard are addressed by written policy and defined procedures.	X		
Compliance concern(s) or positive findings:			
None			
The following corrective action is required:			
None			

### G. MEDICAL – LEGAL ISSUES

The standards in this section ensure that health services comply with legal requirements.

#### Standard Specific Findings

<b>J-G-01 Restraint and Seclusion (E).</b>			
	<i>The compliance indicator is:</i>		
	<b>Fully Met</b>	<b>Partially Met</b>	<b>Not Met</b>
1. With regard to <i>clinically ordered restraint and seclusion</i> :	X		
a. Policies and procedures specify:	X		
i. The types of restraints or conditions of seclusion that may be used	X		
ii. When, where, how, and for how long restraints or seclusion may be used	X		

iii. How proper peripheral circulation is maintained when restraints are used	X		
iv. That proper nutrition, hydration, and toileting are provided	X		
b. In each case, use is authorized by a physician or other qualified health care professional where permitted by law, after reaching the conclusion that no other less restrictive treatment is appropriate.	X		
c. Unless otherwise specified by a physician or other qualified health care professional, health-trained personnel or health staff evaluate any patient placed in clinically ordered restraints or seclusion at an interval of no greater than every 15 minutes and document their findings.	X		
d. The treatment plan provides for removing patients from restraints or seclusion as soon as possible.	X		
e. The same types of restraints that would be appropriate for individuals treated in the community are used in the facility.	X		
f. Patients are not restrained in a position that could jeopardize their health.	X		
2. With regard to <i>custody-ordered restraints</i> :	X		
a. When restraints are used by custody staff for security reasons, a qualified health care professional is notified immediately in order to:	X		
i. Review the health record for any contraindications or accommodations required, which, if present, are immediately communicated to appropriate custody staff	X		
ii. Initiate health monitoring, which continues at medically appropriate intervals as long as the inmate is restrained. If the inmate's health is at risk, this is immediately communicated to appropriate custody staff.	X		
iii. If health staff are not on duty when custody-ordered restraints are initiated, it is expected that health staff review the health record and initiate monitoring upon arrival	X		
b. If the restrained inmate has or develops a medical or mental health condition, the provider is notified immediately so that appropriate orders can be given.	X		
c. When health staff note use of restraints that may be jeopardizing an inmate's health, this is communicated to custody staff immediately.	X		

3. All aspects of the standard are addressed by written policy and defined procedures.	X		
Compliance concern(s) or positive findings:			
None			
The following corrective action is required:			
None			

<b>J-G-02 Segregated Inmates (E).</b>			
	<i>The compliance indicator is:</i>		
	<b>Fully Met</b>	<b>Partially Met</b>	<b>Not Met</b>
1. Upon notification that an inmate has been placed in segregation:	X		
a. A qualified health care professional reviews the inmate's health record	X		
b. If existing medical, dental, or mental health needs require accommodation, custody staff are notified	X		
c. The review and notification, if applicable, are documented in the health record	X		
2. The health professional's monitoring of a segregated inmate is based on the degree of isolation:	X		
a. Inmates in <i>solitary confinement</i> with little or no contact with other individuals are monitored daily by medical staff and at least once a week by mental health staff.	X		
b. Inmates who are segregated and have limited contact with staff or other inmates are monitored 3 days a week by medical or mental health staff.	X		
3. Documentation of segregation rounds is made on individual logs or cell cards, or in an inmate's health record, and includes:	X		
a. The date and time of the contact	X		
b. The signature or initials of the health staff member making the rounds	X		
4. Significant health findings are documented in the inmate's health record.	X		
5. Health staff promptly identify and inform custody officials of inmates who are physically or psychologically deteriorating and those exhibiting other signs or symptoms of failing health.	X		
6. All aspects of the standard are addressed by written policy and defined procedures	X		

Compliance concern(s) or positive findings:
None
The following corrective action is required:
None

<b>J-G-03 Emergency Psychotropic Medication (E).</b>			
	<i>The compliance indicator is:</i>		
	Fully Met	Partially Met	Not Met
1. The policies on <i>emergency forced psychotropic medication</i> :			
a. Require licensed provider authorization prior to use	X		
b. Specify when, where, and how the psychotropic medication may be forced	X		
2. When a provider orders psychotropic medication to be forced, he or she documents in the patient's record:			
a. The patient's condition	X		
b. The threat posed	X		
c. The reason for forcing the medication	X		
d. Other treatment modalities attempted, if any	X		
e. Treatment plan goals for less restrictive treatment alternatives as soon as possible	X		
3. Appropriate follow-up care is provided when medication is forced.	X		
4. Follow-up documentation is made by nursing staff at least once within the first 15 minutes, then every 30 minutes until transfer to an inpatient setting or the patient no longer requires monitoring.	X		
5. All aspects of the standard are addressed by written policy and defined procedures.	X		
Compliance concern(s) or positive findings:			
None			
The following corrective action is required:			
None			

<b>J-G-04 Therapeutic Relationship, Forensic Information, and Disciplinary Actions (I).</b>			
	<i>The compliance indicator is:</i>		
	Fully Met	Partially Met	Not Met
1. Health staff are not involved in the collection of <i>forensic information</i> .	X		
2. Health staff do not participate in disciplinary action nor are compelled to provide clinical information solely for the purposes of discipline.	X		

3. Treatments and medications are never withheld as a form of punishment.	X		
4. Segregation and restraints are never clinically implemented as disciplinary action.	X		
5. All aspects of the standard are addressed by written policy and defined procedures.	X		
Compliance concern(s) or positive findings:			
None			
The following corrective action is required:			
None			

<b>J-G-05 Informed Consent and Right to Refuse (I).</b>			
	<i>The compliance indicator is:</i>		
	<b>Fully Met</b>	<b>Partially Met</b>	<b>Not Met</b>
1. All examinations, treatments, and procedures are governed by <i>informed consent</i> practices applicable in the jurisdiction.	X		
2. For procedures and medications that in the community setting would require informed consent, written documentation of informed consent is required.	X		
3. Any health evaluation and treatment refusal is documented and must include the following:	X		
a. Description of the service being refused	X		
b. Evidence that the inmate has been informed of any adverse health consequences that may occur because of the refusal	X		
c. The signature of the patient	X		
d. The signature of a health staff witness	X		
4. If the patient does not sign the refusal form, it is to be noted on the form by a second health or custody staff witness.	X		
5. All aspects of the standard are addressed by written policy and defined procedures.	X		
Compliance concern(s) or positive findings:			
None			
The following corrective action is required:			
None			

<b>J-G-06 Medical and Other Research (I).</b>			
	<i>The compliance indicator is:</i>		
	<b>Fully Met</b>	<b>Partially Met</b>	<b>Not Met</b>
1. Guidelines are in place that specify:	X		
a. The process for obtaining approval to conduct the research	X		
b. The steps to be taken to preserve the subject's rights	X		
2. When inmates who are participants in a community-based research protocol are admitted to the facility, procedures provide for:	X		
a. Continuation of participation	X		
b. Consultation with community researchers so that withdrawal from the research protocol is done without harming the health of the inmate	X		
3. All aspects of the standard are addressed by written policy and defined procedures.	X		
<b>Compliance concern(s) or positive findings:</b>			
None			
<b>The following corrective action is required:</b>			
None			



National Commission on  
Correctional Health Care

1145 W Diversey Pkwy 773-880-1460 phone  
Chicago, Illinois 773-880-2424 fax  
60614-1318 www.ncchc.org

April 9, 2019

Larry Sims, Sheriff  
Warren County Correctional Facility  
822 Memorial Drive  
Lebanon, OH 45036

Dear Sheriff Sims:

The Accreditation and Standards Committee of the National Commission on Correctional Health Care (NCCHC) met on April 7, 2019 to review the findings from a recent survey and to consider the accreditation status of Warren County Correctional Facility. The Committee voted to continue the accreditation of your facility with the following qualification: that compliance be demonstrated with all of the essential standards and at least 85% of the applicable important standards. Compliance should be documented in a report and submitted to NCCHC by August 7, 2019. Enclosed is the accreditation report for your facility, listing cited standards and recommendations for achieving compliance.

The Committee acknowledged the facility's significant level of compliance with a number of NCCHC standards. However, in order to maintain your accreditation, it is important that you address the cited standards in a timely manner.

We'd also like to take this opportunity to introduce the new report format. After considerable discussion, the decision was made to adopt a format that more closely resembles that of the *Standards*, in order to provide a more objective and straight-forward reflection of compliance, lack of compliance, and the requirements to achieve compliance with a given standard. We trust that you and your staff will find this useful and effective as well.

Following receipt of documentation and verification of compliance, a Certificate of Accreditation will be sent to you indicating your facility's accreditation status. Please let us know if we can be of any assistance.

Sincerely,

A handwritten signature in black ink, appearing to read 'Tracey Titus, RN, CCHP-RN'. The signature is written in a cursive, somewhat stylized script.

Tracey Titus, RN, CCHP-RN  
Vice President, Accreditation

Enclosure

cc: James R. Pavletich, MHA, CHE, Chief Executive Officer  
Amy Rose

Warren County Correctional Facility, OH  
Accreditation Update Report  
June 5, 2019

The National Commission on Correctional Health Care is dedicated to improving the quality of correctional health services and helping correctional facilities provide effective and efficient care. NCCHC grew out of a program begun at the American Medical Association in the 1970s. The standards are NCCHC's recommended requirements for the proper management of a correctional health services delivery system. These standards have helped correctional facilities improve the health of their inmates and the communities to which they return, increase the efficiency of their health services delivery, strengthen their organizational effectiveness, and reduce their risk of adverse patient outcomes and legal judgments.

On February 19-20, 2019 NCCHC conducted its review for continuing accreditation of the Warren County Correctional Facility under the NCCHC *2018 Standards for Health Services in Jails*. On April 7, 2019, NCCHC granted continuing accreditation with verification. This report focuses primarily on issues that required corrective action for compliance with the standards and is most effective when read in conjunction with NCCHC's April 7, 2019 report.

There are 39 essential standards, 38 are applicable to this facility and 38 (100%) were found to be in full compliance. One hundred percent (100%) of the applicable essential standards must be met for to achieve accreditation. Listed below are standards that were not compliant, partially compliant, or not applicable. ***The Warren County Correctional Facility has now met this condition.***

Standard number and name not compliant:

None

Standard number and name partially compliant:

None

Standard number and name not applicable:

J-E-03 Transfer Screening

There are 20 important standards; 19 are applicable to this facility and 19 (100%) were found to be in compliance. Eighty-five percent or more of the applicable important standards must be met. Listed below are standards that were not compliant, partially compliant, or not applicable. **The Warren County Correctional Facility has met this condition.**

Standard number and name not compliant:

None

Standard number and name partially compliant:

None

Standard number and name not applicable:

J-C-08 Health Care Liaison



Decision: On June 5, 2019, the Accreditation and Standards Committee awarded accreditation to the Warren County Correctional Facility.

<b>J-A-09 Procedure in the Event of an Inmate Death (I).</b>			
	<i>The compliance indicator is:</i>		
	<b>Fully Met</b>	<b>Partially Met</b>	<b>Not Met</b>
1. A <i>clinical mortality review</i> is conducted within 30 days.	X		
2. An <i>administrative review</i> is conducted in conjunction with custody staff.	X		
3. A <i>psychological autopsy</i> is performed on all deaths by suicide within 30 days.			X
4. Treating staff are informed of pertinent findings of all reviews.	X		
5. A log is maintained that includes:	X		
a. Patient name or identification number	X		
b. Age at time of death	X		
c. Date of death	X		
d. Date of clinical mortality review	X		
e. Date of administrative review	X		
f. Cause of death (e.g., hanging, respiratory failure)	X		
g. Manner of death (e.g., natural, suicide, homicide, accident)	X		
h. Date pertinent findings of review(s) shared with staff	X		
i. Date of psychological autopsy, if applicable			X
6. All aspects of the standard are addressed by written policy and defined procedures.	X		
<b>Compliance concern(s):</b>			
There were three deaths since the last survey, two reportedly due to suicide. While the administrative and clinical mortality reviews were evident in all three cases, there was no evidence of psychological autopsies for the suicides (which, by contract, are to be conducted by the private community counseling and recovery center).			
<b>Corrective action is required for Compliance Indicators #3.</b>			
A psychological autopsy should be performed on all deaths by suicide within 30 days. Acceptable documentation includes a plan that describes how this standard will be corrected. Specifically, any necessary policy or procedure change to ensure that required components of death reviews are documented within 30 days of the death; necessary staff training; and how this will be documented on all future deaths. Corrective action is required in order to meet this standard.			
In May 2019, the RHA submitted a signed memorandum of understanding with the community provider so that a psychological autopsy is completed and the results returned to the RHA within 30 days of a suicide, and the January 2019 policy and procedure, which requires the same. <b>The standard is now met.</b>			

<b>J-E-06 Oral Care (E).</b>			
	The compliance indicator is:		
	<b>Fully Met</b>	<b>Partially Met</b>	<b>Not Met</b>
1. <i>Oral care</i> under the direction and supervision of a licensed dentist is provided to each inmate.	X		
2. Care is timely and includes immediate access for urgent conditions.	X		
3. <i>Oral screening</i> is performed as soon as possible but no later than 14 calendar days from admission.	X		
4. Oral screening may be done by the dentist or qualified health care professional who has received documented training approved or provided by the dentist.	X		
5. Instruction in oral hygiene and preventive oral education are given within 14 days of admission.	X		
6. An initial <i>oral examination</i> is performed by a dentist within 12 months of admission.		X	
7. <i>Oral treatment</i> , not limited to extractions, is provided according to a treatment plan based on a system of established priorities for care when, in the dentist's judgment, the patient's health would otherwise be adversely affected.	X		
8. Radiographs are used in the development of the treatment plan.	X		
9. Consultation through referral to oral health care specialists is available as needed.	X		
10. Each inmate has access to the preventive benefits of fluorides in a form determined by the dentist to be appropriate for the individual's needs.	X		
11. Extractions are performed in a manner consistent with community standards of care.	X		
12. All aspects of the standard are addressed by written policy and defined procedures.	X		
<b>Compliance concern(s):</b>			
An extraoral head and neck examination is not performed during the initial oral examination.			

**Corrective action is required for Compliance Indicator #6.**

An oral examination should be performed by a dentist within 12 months of admission. An oral exam includes taking or reviewing the patient's oral history, an extraoral head and neck examination, charting of teeth, periodontal assessment and examination of the hard and soft tissue of the oral cavity with a mouth mirror, explorer, and adequate illumination. Acceptable documentation includes a plan by the RHA on how this standard will be corrected, including necessary policy and procedure changes and staff training. In order to receive accreditation, verification that this standard has been met is required.

In May 2019, the RHA submitted a revised policy and procedure (October 2018), and evidence of staff training, as well as an appropriately revised form. **The standard is now met.**



**Warren County Sheriff's Office**  
**Sheriff Larry L. Sims**

**PUBLIC NOTICE:**  
**Addenda and Interpretations 1**  
Completed 04/28/2021

**WARREN COUNTY JAIL & SHERIFF'S OFFICE**  
**Medical Services for the Warren County Jail**

**4.1 Addenda and Interpretations:** Questions regarding the information contained in this Request for Proposals Advertisement shall be emailed to:

**Barry K. Riley, Chief Deputy**  
**Barry.Riley@wcsooh.org**

*To be given consideration, questions must be received at least five business days prior to the submittal date. All such interpretations and any supplemental instructions will be in the form of written addenda to the Request for Proposals Advertisement, which if issued, will be posted on the Warren County Commissioners' website on the Bid Projects page, no later than three days prior to the submittal date. Failure to receive any such addenda or interpretations shall not relieve the organization from any obligations under their proposal as submitted.*

The following addenda is issued for all potential parties benefit:

1. What are the names of the organizations that currently provide medical, mental health, and dental services and what are the annual contract amounts for each of their contracts?  
**See Exhibits A-F**
2. If possible, can the County provide copies of each of the contracts for services?  
**See Exhibits A-F**
3. Does the current medical staff work 8 hour, 10 hour, or 12 hour shifts?  
**A combination of 8 and 12 hour shifts.**
4. Please provide the current staffing plans/matrices for each area of service.  
**This is not our record and we will not provide.**
5. What were the total expenditures for pharmaceuticals for each of the last 3 fiscal years?  
**See Exhibit G**

6. What company is currently providing pharmaceuticals for Jail inmates?  
**In emergencies we use any combination of local pharmacies. For routine and stock medications we use Correct RX, 1352-C Charwood Road, Hanover, MD 21076.**
7. What were the total expenditures for off-site services (inpatient hospitals and outpatient visits) for each of the last 3 fiscal years?  
**See Exhibit G**
8. Please provide an inventory of the Jail's medical equipment that will be available for use by the contractor.  
**As we transition to the all-new Jail, we are purchasing new equipment to include: Examination tables, computers for exam rooms, full suite dental chair and equipment, office furniture, furnished telemed room, sphygmomanometers and otoscopes, thermometers and electrocardiograph; medicine carts, wheelchairs, pharmacy storage, pharmacy refrigerator, and a furnished break room.**
9. Please provide an inventory of the Jail's office equipment (computers, copiers, scanners, printers, desks, chairs, file cabinets, etc.) that will be available for use by the contractor.  
**See above. We will work with the selected company to professionally outfit and equip this new medical area.**
10. Will the County provide internet access for the contractor in the Jail?  
**Yes**
11. Is WIFI available for use in the Jail?  
**Yes**
12. Will the contractor need to provide telephones and telephone service or will these be provided by the County?  
**The County will provide.**
13. Please provide copies of the annual Health Services Report [data regarding number of sick calls, health assessments conducted, communicable diseases (HIV and Hepatitis C), inmate deaths, dialysis patients, hospital/ER visits, etc. ] for Jail inmates for each of the last 3 fiscal years.  
**See Exhibit I**
14. What company currently provides laboratory services?  
**LabCorp**
15. Does the Jail have radiology/x-ray equipment on site? If so, what type of equipment?  
**No with the exception of dental x-ray equipment-Progny-Preva 76"/Clearvision Digital Sensor System.**
16. Does the Jail contract for mobile x-ray services? If so, with what company?  
**There is no contract. This is encompassed in our current medical services contract.**
17. Are dialysis services provided on site or off-site?  
**No**
18. Is the Jail currently using paper medical records or an electronic medical records system? If an EMR, what system is being used?  
**Electronic medical records. This is a proprietary system of the current service provider.**
19. Is the County willing to consider remote or "in the cloud" hosting of the proposed EMR system?  
**Yes**

20. Is the Jail currently providing any telehealth or telepsychiatry services? If so, what type of equipment is available for the contractor's use?  
**Yes, used for telepsychiatry only. PC with Zoom capability.**
21. Please describe the medical space that will be available for medical services in the new Jail facility.  
**The dedicated area is 3,408 square feet. It encompasses two exam rooms, x-ray area, one dental room, secure holding area for inmates, nurses station for five, medical storage room, secure pharmacy, furnished mental health office for four, four furnished individual offices, sterilization station, staff only bathroom, and a furnished breakroom. See Exhibit H**
22. Will there be designated mental health space for mental health staff in the new Jail facility?  
**Yes**
23. How are medication passes conducted? In the living units on medicine carts?  
**In the housing units on a medicine cart.**
24. How many medication passes per day are conducted and what is the duration of each med pass?  
**Two. Upwards of two hours each. This is based on our current operation and ADP of 280.**
25. Does the Jail allow the use of Keep on Person medications?  
**There are few instances when this is permitted. It could include creams or ointments which must be used on genitals. We do allow inmates to purchase acetaminophen and ibuprofen in limited quantities from commissary.**
26. How many days of discharge medications does the County want the contractor to provide?  
**Zero**
27. What services will the County want the contractor to provide to Jail staff? (TB testing – Hepatitis vaccinations – flu vaccinations)  
**None**
-

# Resolution

Number 13-1210

Adopted Date August 20, 2013

APPROVE AND ENTER INTO CONTRACT WITH CORRECTIONAL HEALTHCARE COMPANIES, INC. ON BEHALF OF THE WARREN COUNTY JAIL AND THE WARREN COUNTY JUVENILE JUSTICE FACILITY REGARDING HEALTH CARE SERVICES

WHEREAS, pursuant to resolution #13-0867, adopted June 11, 2013, this Board did approve a "Notice of Intent" to award the contract for professional health care services for the Warren County Jail and the Warren County Juvenile Justice Facility to Correctional Healthcare Companies, Inc.; and

WHEREAS, all required documentation has been submitted by the contractor; and

NOW THEREFORE BE IT RESOLVED, to approve and enter into contract with Correctional Healthcare Companies, Inc., 6200 South Syracuse Way, Suite 440, Greenwood Village, CO 80111, for health care services for the Warren County Jail in the amount of \$547,711.56; and for health care services for the Warren County Juvenile Justice Facility in the amount of \$96,876.36; for a total contract price of \$ 644,587.92; as attached hereto and made a part hereof; and


BE IT FURTHER RESOLVED, that this contract shall remain in full force and effect for a term of one (1) year beginning on September 9, 2013, and ending on September 8, 2014.

Mr. Young moved for adoption of the foregoing resolution, being seconded by Mrs. South. Upon call of the roll, the following vote resulted:

Mr. Ariss – absent  
Mrs. South – yea  
Mr. Young – yea

Resolution adopted this 20<sup>th</sup> day of August 2013.

BOARD OF COUNTY COMMISSIONERS

  
Tina Osborne, Clerk

cc: c/a Correctional Healthcare Companies, Inc.  
Sheriff (file)  
Juvenile (file)  
OMB Bid File



**AGREEMENT FOR ADULT AND JUVENILE INMATE HEALTH CARE SERVICES**  
**AT WARREN COUNTY, OHIO**  
**Effective September 9, 2013 through September 8, 2014**

This Agreement for Adult and Juvenile Inmate Health Care Services (hereinafter, the "AGREEMENT") entered into by and between the County of Warren, a municipality in the State of Ohio, (hereinafter, the "COUNTY") acting by and through its duly elected Board of COUNTY Commissioners, (hereinafter the "BOARD") and Correctional Healthcare Companies, Inc., (hereinafter, "CHC") a Delaware corporation.

**RECITALS**

**WHEREAS**, the BOARD is charged by law with the responsibility of providing the facilities of the Warren County Jail located at 550 Justice Drive, Lebanon, Ohio and the Warren County Juvenile Justice Facility located at 570 Justice Drive, Lebanon, Ohio (hereinafter collectively, "FACILITIES"), to be administered, managed and supervised respectively by the Warren County Sheriff (hereinafter, "SHERIFF") and the Warren County Juvenile Court Judge, including the health care delivery systems within the FACILITIES; and

**WHEREAS**, the objective of the COUNTY is to provide for the delivery of quality health care to the INMATES and DETAINEES of the FACILITIES (hereinafter, "FACILITIES POPULATION"), in accordance with applicable law; and

**WHEREAS**, CHC is in the business of administering correctional health care services and desires to administer such services on behalf of the COUNTY to the FACILITIES POPULATION under the terms and conditions hereof.

**NOW THEREFORE**, in consideration of the covenants and promises hereinafter made, the parties hereto agree as follows:

**DEFINITIONS**

**CONTRACT YEAR** – The initial, and any successive, twelve (12) month period beginning with the effective date of the AGREEMENT.

**COUNTY INMATES/DETAINEES** – An INMATE/DETAINEE held under the jurisdiction of the COUNTY or SHERIFF. COUNTY INMATES/DETAINEES may be housed in the FACILITIES or in another jurisdiction's correctional facility. However, COUNTY INMATES/DETAINEES housed in another jurisdiction are not covered by the provisions of this AGREEMENT unless CHC administers health care services at the other jurisdiction's facility and is specifically set forth below.

**COVERED PERSONS** – An INMATE/DETAINEE of the FACILITIES who is: (1) part of the FACILITIES' MADP; and (2) FIT FOR CONFINEMENT; and (3)(a) incarcerated in the FACILITIES; or (b) on work release status and is indigent.

**DETAINEE** – An adult or juvenile individual whose sentence has not yet been adjudicated and is held as a pre-trial detainee or other individual held in lawful custody.

**FIT FOR CONFINEMENT** – A determination made by a CHC authorized physician and/or health-trained FACILITIES staff that an INMATE/DETAINEE is medically stable and has been medically cleared for acceptance into the FACILITIES. Such determination shall only be made after resolution of any injury or illness requiring immediate transportation and treatment at a hospital or similar facility.

**HEALTH CARE STAFF** – Medical, mental health and support staff provided or administered by CHC.

**CHC CHIEF MEDICAL OFFICER** – CHC's Chief physician who is vested with certain decision making duties under this AGREEMENT.

**INMATE** – An adult or juvenile individual who is being incarcerated for the term of their adjudicated sentence.

**MONTHLY AVERAGE DAILY POPULATION (MADP)** – The average number of INMATES/DETAINEES housed in the FACILITIES on a daily basis for the period of one month. The MADP shall include, but separately list, other county or agency inmates and detainees. The MADP shall be figured by summing the daily population for the FACILITIES (as determined by a count performed at the same time each day) for each day of the month and dividing this sum by the total number of days in the month. FACILITIES records shall be made available to CHC upon request to verify the MADP. Persons on home confinement, or housed outside of the FACILITIES, and parolees and escapees shall not be considered part of the FACILITIES' MADP.

**NCCHC** – The National Commission on Correctional Health Care.

**SPECIALTY SERVICES** – Medical services that require physicians to be licensed in a specialty such as obstetrics, gynecology, or dermatology or other specialized field of medicine, but excluding services that are otherwise provided for in this AGREEMENT.

## **ARTICLE I** **HEALTH CARE SERVICES**

- 1.0 **SCOPE OF SERVICES.** CHC shall administer health care services and related administrative services at the FACILITIES according to the terms and provisions of this AGREEMENT. The costs of the various health care services shall be borne by CHC or the COUNTY as set forth in this Article.
- 1.1 **GENERAL HEALTH CARE SERVICES.** CHC will arrange for and bear the cost of the following health care services:
  - 1.1.1 **HEALTH ASSESSMENT.** A health assessment of an adult COVERED PERSON shall be performed as soon as possible, but no later than fourteen (14) calendar days after the INMATE/DETAINEE's arrival at the FACILITIES. The health assessment shall follow current NCCHC standards.
  - 1.1.2 **JUVENILE HEALTH ASSESSMENT.** A health assessment of a juvenile COVERED PERSON shall be performed as soon as possible, but no later than seven (7) calendar days after the INMATE/DETAINEE's arrival at the FACILITIES. The health assessment shall follow current NCCHC standards.

- 1.1.3 SCHEDULED SICK CALL. A qualified healthcare professional shall conduct sick calls for COVERED PERSONS on a timely basis and in a clinical setting.
- 1.2 AMBULANCE SERVICE – NOT COVERED. In the event that ambulance services are required for the FACILITIES POPULATION, CHC shall not be responsible for the provision or cost of such ambulance services.
- 1.3 BODY CAVITY SEARCHES/COLLECTION OF PHYSICAL EVIDENCE. CHC HEALTH CARE STAFF will not perform body cavity searches, nor collect physical evidence (blood, hair, semen, saliva, etc.), except within guidelines established by the NCCHC. If CHC HEALTH CARE STAFF collect physical evidence, the COUNTY shall be responsible for arranging any testing and bear the cost of collection and testing the collected evidence and any associated staffing costs for HEALTH CARE STAFF to provide court related testimony. Costs incurred by CHC for court testimony related to this paragraph will be periodically reconciled with the COUNTY pursuant to Paragraph 8.1.2. After collecting evidence, CHC HEALTH CARE STAFF shall turn the specimen over to the SHERIFF or a court-designated representative for completion of chain-of-custody evidence.
- 1.4 DENTAL – NOT COVERED. In the event that dental services are required for the FACILITIES POPULATION, CHC shall not be responsible for the provision or cost of such dental services.
- 1.5 DIALYSIS SERVICES – NOT COVERED. In the event that dialysis services are required for the FACILITIES POPULATION, CHC shall not be responsible for the provision or cost of such dialysis services.
- 1.6 ELECTIVE MEDICAL CARE - NOT COVERED. CHC shall not be responsible for the provision or cost of any elective care. Elective medical care shall be defined as care which, if not provided, would not, in the sole opinion of CHC's CHIEF MEDICAL OFFICER or designee, cause the INMATE/DETAINEE'S health to deteriorate or cause harm to the INMATE/DETAINEE'S well being. Decisions concerning elective medical care shall be consistent with the applicable American Medical Association (AMA) Standards.
- 1.7 HOSPITALIZATION – NOT COVERED. In the event that hospitalization services are required for the FACILITIES POPULATION, CHC shall not be responsible for the provision or cost of such hospitalization services.
- 1.8 LONG TERM CARE – NOT COVERED. In the event that a member of the FACILITIES POPULATION requires skilled care, custodial care or other services of a long term care facility, CHC shall not be responsible for the provision or cost of any such care.
- 1.9 MEDICAL EQUIPMENT OVER \$100. In the event that the Parties mutually agree that medical equipment in excess of \$100 per unit cost is required to assist in providing health care services to COVERED PERSONS under this AGREEMENT, CHC shall not be responsible for the cost of such medical equipment.

- 1.10 MEDICAL SUPPLIES/EQUIPMENT OF \$100 OR LESS. CHC shall provide and bear the cost of medical supplies (i.e. alcohol prep pads, syringes, etc.) and equipment (i.e. thermometers, scales, etc.) required to administer the terms of the AGREEMENT, which have a unit cost of \$100 or less, but does not include office and paper supplies.
- 1.11 MEDICAL WASTE. CHC shall arrange and bear the cost of removing and properly disposing of medical waste material generated while fulfilling its duties under this AGREEMENT in accordance with all applicable state laws and OSHA-regulated standards.
- 1.12 MENTAL HEALTH CARE. CHC shall arrange and bear the cost of on-site mental health services for COVERED PERSONS only at the Warren County Jail, which shall include evaluations, referrals, medication evaluations/prescriptions and continuity of care. CHC shall not be responsible for the provision or cost of any off-site or inpatient mental health services.
- 1.13 OFFICE EQUIPMENT. CHC shall be responsible for providing and maintaining a multifunction desktop copier/printer/scanner as required for the administrative operations of the medical unit. The COUNTY shall be responsible for providing and maintaining office equipment, such as fax and phone service required for the administrative operation of the medical unit.
- 1.14 OFFICE SUPPLIES. CHC shall be responsible for providing office supplies such as books, medical record folders, and forms as required for the administrative operations of the medical unit.
- 1.15 PATHOLOGY/RADIOLOGY SERVICES. CHC shall arrange and bear the cost of on-site pathology and radiology services (also referred to as laboratory and x-ray services) ordered by a CHC physician for COVERED PERSONS. CHC shall arrange on-site pathology and radiology services to the extent reasonably possible. To the extent pathology and radiology services are required and cannot be rendered on-site, CHC shall make appropriate arrangements for rendering offsite pathology and radiology care but shall not be responsible for the cost of such off-site services. CHC will arrange and coordinate with the SHERIFF's office for the transportation for pathology and radiology off-site services.
- 1.16 PHARMACY SERVICES – NOT COVERED. In the event that any pharmacy services are required for the FACILITIES POPULATION, CHC shall not be responsible for the provision or cost of such pharmacy services.
- 1.17 PREGNANT COVERED PERSONS. CHC shall arrange and bear the cost of on-site health care services for any pregnant COVERED PERSON in accordance with NCCHC standards and this AGREEMENT, but CHC shall not arrange or bear the cost of any health care services for infants. To the extent off-site health care services are required for any pregnant COVERED PERSON, CHC shall make appropriate arrangements for rendering off-site care, but shall not be responsible for the cost of such off-site services.
- 1.18 SPECIALTY SERVICES – NOT COVERED. In the event that any SPECIALTY SERVICES are medically necessary for the FACILITIES POPULATION, CHC shall not be responsible for the provision or cost of such SPECIALTY SERVICES.

- 1.19 VISION CARE – NOT COVERED. In the event that vision services are required for the FACILITIES POPULATION, CHC shall not be responsible for the provision or cost of such vision services.

**ARTICLE II**  
**HEALTH CARE STAFF**

- 2.0 STAFFING HOURS. CHC shall provide or arrange for the provision of HEALTH CARE STAFF necessary to render the health care services contemplated in Article I as set forth in the staffing plan set forth in Exhibit A, attached hereto and made a part hereof. CHC reserves the right to assign the staff in Exhibit A to shift coverage as necessary based on operational needs to provide the health care services under this AGREEMENT.
- 2.0.1 Additional hours may be provided if mutually agreed upon by both parties in writing, with at least 24 hours advanced notice.
- 2.0.2 CHC shall provide or arrange for the provision of an on-call Physician and/or Healthcare Services Administrator - Registered Nurse available by telephone or pager, 24 hours per day and 7 days per week.
- 2.0.3 CHC shall make reasonable efforts to supply the staffing levels contained in this section, however, failure to continuously supply all of the required staffing due to labor market demands or other factors outside the control of CHC, after such reasonable efforts have been made, shall not constitute a breach of this AGREEMENT.
- 2.1 STAFFING LEVELS. Based on actual staffing needs as affected by medical emergencies, riots, increased or decreased INMATE/DETAINEE population, and other unforeseen circumstances, certain increases or decreases in staffing requirements may be agreed to by the SHERIFF and CHC. Such agreements shall be in writing between the parties unless an emergency situation warrants a verbal agreement which shall be subsequently documented in writing.
- 2.2 STAFF SCREENING. The COUNTY and SHERIFF shall screen CHC's proposed HEALTH CARE STAFF, employees, agents and/or subcontractors providing services at the FACILITIES to ensure they do not constitute a security risk. The SHERIFF shall have final approval, which shall not be unreasonably withheld, of CHC's HEALTH CARE STAFF, employees, agents and/or subcontractors, related to security/background clearance.
- 2.3 SATISFACTION WITH HEALTH CARE STAFF. In recognition of the sensitive nature of correctional facility operations, if the SHERIFF becomes dissatisfied with any member of the HEALTH CARE STAFF, the SHERIFF shall provide CHC written notice of such dissatisfaction and the reasons therefore. Following receipt of such notice, CHC shall use commercially reasonable efforts to resolve the dissatisfaction. If the problem is not resolved to the satisfaction of the SHERIFF within ten (10) business days following CHC's receipt of the notice, CHC shall remove the individual from providing services at the FACILITIES within a reasonable time frame considering the effects of such removal on CHC's ability to deliver health care services and recruitment/hiring of an acceptable

replacement. The SHERIFF reserves the right to revoke the security clearance of any HEALTH CARE STAFF at any time.

**ARTICLE III**  
**ADMINISTRATIVE SERVICES**

- 3.0 UTILIZATION MANAGEMENT. CHC shall provide utilization management services for the offsite medical services on behalf of the COUNTY. CHC will follow applicable state laws and make reasonable efforts to obtain provider discounts and will keep the COUNTY and/or SHERIFF apprised of its utilization management practices.
- 3.1 HEALTH AND MENTAL HEALTH EDUCATION AND TRAINING. CHC shall conduct an ongoing health and mental health education and training program for the COUNTY Deputies and correctional staff in accordance with the needs mutually established by the COUNTY and CHC. Training shall be provided by methods and at intervals determined by CHC.
- 3.2 QUARTERLY REPORTS. As requested by the SHERIFF, CHC shall submit quarterly health care reports concerning the overall operation of the health care services program rendered pursuant to this AGREEMENT and the general health of the FACILITIES POPULATION.
- 3.3 QUARTERLY MEETINGS. As requested by the SHERIFF, CHC shall meet quarterly, or as soon thereafter as possible, with the SHERIFF, or designee, concerning health care services within the FACILITIES and any proposed changes in health-related procedures or other matters, which either of the parties deems necessary.
- 3.4 MEDICAL RECORDS MANAGEMENT. CHC shall provide the following medical records management services:
  - 3.4.1 MEDICAL RECORDS. CHC HEALTH CARE STAFF shall maintain, cause or require the maintenance of complete and accurate medical records for COVERED PERSONS who have received health care services. Medical records shall be kept separate from COVERED PERSON'S confinement records. A complete copy of the individual medical record shall be available to accompany each COVERED PERSON who is transferred from the FACILITIES to another location for off-site services or transferred to another institution. CHC will keep medical records confidential and shall not release any information contained in any medical record except as required by published FACILITIES policies, by a court order or by applicable law. Upon termination of this AGREEMENT, all medical records shall be delivered to and remain with the SHERIFF, as property of the SHERIFF's office.
  - 3.4.2 ELECTRONIC MEDICAL RECORDS. CHC shall provide and maintain an electronic medical records software program for use only at the Warren County Jail according to the terms attached hereto as Exhibit B.
  - 3.4.3 COMPLIANCE WITH LAWS. Each medical record shall be maintained in accordance with the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), and any other applicable state or federal privacy statute or regulation.



3.4.4 RECORDS AVAILABILITY. As needed to administer the terms of this AGREEMENT, CHC shall make available to the SHERIFF or COUNTY, unless otherwise specifically prohibited, at the SHERIFF's or COUNTY's request, all records, documents and other papers relating to the direct delivery of health care services to the FACILITIES POPULATION hereunder.

**ARTICLE IV**  
**PERSONS COVERED UNDER THIS AGREEMENT**

- 4.0 GENERAL. Except as otherwise provided in this AGREEMENT, CHC shall only be required to arrange for health care services under this AGREEMENT to be provided to COVERED PERSONS.
- 4.1 TESTING FOR FACILITIES EMPLOYEES. CHC shall administer Tuberculosis skin testing to FACILITIES employees. CHC shall not be responsible for the provision or cost of Tuberculosis skin testing.
- 4.2 EMERGENCY MEDICAL CARE FOR FACILITIES EMPLOYEES AND VISITORS. CHC shall arrange for on-site first response emergency medical care as required for FACILITIES employees, contractors and visitors to the FACILITIES. The medical treatment shall be limited to the extent reasonably necessary to stabilize and facilitate the individual's referral to a medical facility or personal physician.
- 4.3 RELEASE FROM CUSTODY. The COUNTY acknowledges and agrees that CHC is responsible for the payment of costs associated with services rendered to COVERED PERSONS as set forth in this AGREEMENT only when such persons remain in the custody of, or under the jurisdiction of, the FACILITIES. In no event shall CHC be responsible for payment of any costs associated with any services rendered to any individual when said individual is released from the custody of, or no longer under the jurisdiction of, the FACILITIES including, but not limited to, releasees, parolees and escapees.

**ARTICLE V**  
**PERSONS NOT COVERED OR PARTIALLY COVERED UNDER THIS AGREEMENT**

- 5.1 COUNTY INMATES/DETAINEES HOUSED IN OTHER JURISDICTIONS OR OUTSIDE THE FACILITIES. CHC shall not be responsible for arranging the medical care or treatment for COUNTY INMATES/DETAINEES housed in other counties or jurisdictions. The COUNTY or SHERIFF or other agency with legal responsibility for the medical care of such persons shall be responsible for all medical expenses associated with the care and treatment of COUNTY INMATES/DETAINEES removed from the FACILITIES, including, but not limited to the services listed in Article I of this AGREEMENT and any other health care related expenses associated with said INMATES/DETAINEES, unless the INMATE/DETAINEE is housed in a facility where CHC provides INMATE/DETAINEE health care services. CHC shall not be responsible for arranging the medical care or treatment for COUNTY INMATES/DETAINEES housed outside the FACILITIES (i.e. non-indigent work release INMATES/DETAINEES or INMATES/DETAINEES on home confinement).

- 5.2 INJURIES PRIOR TO INCARCERATION, FIT FOR CONFINEMENT AND ESCAPED INMATES/DETAINEES. CHC shall not be responsible for the cost of providing off-site medical care for injuries incurred by an arrested person prior to incarceration at the FACILITIES or during an escape or escape attempt, including, but not limited to, medical services provided to any arrested person prior to the person's booking and confinement in the FACILITIES. In addition, CHC shall not be responsible for the cost of any medical treatment or health care services necessary to medically stabilize any arrested person presented at intake by an arresting agency with a life threatening injury or illness or in immediate need of emergency medical care. CHC shall provide such care as is medically necessary until the arrested person can be transported to a medical care facility by the arresting agency or their designee. CHC shall not charge an additional fee simply to examine an individual to determine if he is suitably FIT FOR CONFINEMENT.

#### **ARTICLE VI**

#### **COST OF SERVICES NOT COVERED UNDER THIS AGREEMENT**

- 6.0 SERVICES NOT LISTED. Both parties understand and agree that there will be costs incurred for health care related services as outlined in Articles I, II and III above. CHC shall not be responsible for any expenses not specifically covered under this AGREEMENT. In the event that any of the health care services not covered by CHC under this AGREEMENT or any services that are not listed within this AGREEMENT, are required for a member of the FACILITIES POPULATION as a result of the medical judgment of a physician or CHC authorized personnel, CHC shall not be responsible for arranging such services and the cost of such services shall be billed directly to the COUNTY.
- 6.1 SERVICES BEYOND THE SCOPE OF THIS AGREEMENT. Both parties understand and agree that there are certain occurrences, both beyond the control and within the control of the parties, that may result in health care expenses which are outside the scope of the normal operation of a correctional facility and, therefore, outside the contemplated scope of services under this AGREEMENT. While both parties will act in good faith and endeavor to reduce the possibility of such occurrences, in the unlikely event of an occurrence such as an Act of God, riot, explosion, fire, food poisoning, epidemic illness outbreak or any other catastrophic event, or an event caused by the action or inaction of the COUNTY or SHERIFF or their employees, agents or contractors, which results in medical care for the FACILITIES POPULATION, FACILITIES staff, visitors, or contractors, CHC shall not be responsible for costs attributable to such catastrophic event. Notwithstanding the above, CHC shall be responsible for medical costs under this AGREEMENT associated with such an event only if such an event was proximately caused by CHC.

#### **ARTICLE VII**

#### **COUNTY'S DUTIES AND OBLIGATIONS**

- 7.0 COMPLIANCE WITH HIPAA/STATE HEALTH INFORMATION PRIVACY LAWS. The COUNTY, FACILITIES, and SHERIFF and their employees, agents and subcontractors shall comply with the Health Insurance Portability and Accountability Act of 1996 (hereinafter "HIPAA") and any State health information privacy laws, to the extent they are applicable. The COUNTY and the SHERIFF shall implement policies and/or procedures in compliance with such laws.



- 7.1 COMPREHENSIVE MEDICAL/MENTAL HEALTH CARE. CHC shall identify to the SHERIFF those members of the FACILITIES POPULATION with medical or mental health conditions which may be worsened as a result of being incarcerated at the FACILITIES or which may require extensive care while incarcerated. After review of the circumstances, and when security risks permit, the SHERIFF shall make every reasonable effort to have such an INMATE/DETAINEE released, transferred or otherwise removed from the correctional setting.
- 7.2 RECORD ACCESS. During the term of this AGREEMENT, and for a reasonable time following the termination of this AGREEMENT, the SHERIFF shall provide CHC, at CHC's request, the COUNTY, FACILITIES and/or SHERIFF'S records (including medical records) relating to the provision of health care services to the FACILITIES POPULATION, including records maintained by hospitals, and other outside health care providers involved in the care or treatment of the FACILITIES POPULATION (to the extent the COUNTY, FACILITIES or SHERIFF has control of, or access to, such records). CHC may request such records in connection with the investigation of, or defense of, any claim by a third party related to CHC's conduct or to prosecute a claim against a third party. Any such information provided by the SHERIFF to CHC that the SHERIFF considers confidential shall be kept confidential by CHC and shall not, except as may be required by law, be distributed to any third party without prior written approval by the SHERIFF.
- 7.3 USE OF INMATES/DETAINEES IN THE PROVISION OF HEALTH CARE SERVICES. INMATES/DETAINEES of the FACILITIES shall not be employed or otherwise engaged or utilized by either CHC or the SHERIFF in rendering any health care services to the FACILITIES POPULATION, provided however, that INMATES/DETAINEES may be used in positions not involving the rendering of health care services directly to the FACILITIES POPULATION and not involving access to FACILITIES POPULATION records in accordance with NCCHC standards.
- 7.4 SECURITY OF THE FACILITIES AND CHC. CHC and the COUNTY understand that adequate security services are necessary for the safety of the agents, employees, and subcontractors of CHC, as well as for the security of the FACILITIES POPULATION and SHERIFF'S staff, consistent with a correctional setting. The SHERIFF shall provide security sufficient to enable CHC, its HEALTH CARE STAFF, employees, agents and/or subcontractors to safely provide the health care services described in this AGREEMENT. CHC, its HEALTH CARE STAFF, employees, agents and/or subcontractors shall follow all security procedures of the SHERIFF while at the FACILITIES or other premises under the SHERIFF's direction or control. However, any CHC HEALTH CARE STAFF, employee, agent and/or subcontractor may, at any time, refuse to provide any service required under this AGREEMENT if such person reasonably feels that the safety services in place are insufficient to protect the person's safety. CHC shall not be liable for any loss or damages resulting from CHC's HEALTH CARE STAFF, employees, agents and/or subcontractors failure to provide medical services due to insufficient security services.
- 7.5 SHERIFF'S POLICIES AND PROCEDURES. CHC, its HEALTH CARE STAFF, employees, agents and/or subcontractors shall operate within the requirements of the COUNTY'S and/or SHERIFF'S posted security Policies and Procedures, which impact the provision of medical services.

- 7.5.1 A complete set of said Policies and Procedures shall be maintained by the COUNTY and made available for inspection by CHC at the FACILITIES, and CHC may make a reasonable number of copies of any specific section(s) it wishes using the SHERIFF'S photocopy equipment and paper.
- 7.5.2 Any Policy or Procedure that may impact the provision of health care services to the FACILITIES POPULATION which has not been made available to CHC shall not be enforceable against CHC unless otherwise agreed upon by both parties.
- 7.5.3 Any modification of the posted Policies and Procedures shall be timely provided to CHC. CHC, its HEALTH CARE STAFF, employees, agents and/or subcontractors shall operate within the requirement of a modified Policy or Procedure after such modification has been made available to CHC.
- 7.5.4 If any of the COUNTY and/or SHERIFF's Policies and Procedures specifically relate to the delivery of medical services, the COUNTY and/or SHERIFF's representative and CHC shall review the COUNTY and/or SHERIFF's Policies and Procedures and modify or remove those provisions that conflict with CHC's FACILITIES Health Care Policies and Procedures.
- 7.6 DAMAGE TO EQUIPMENT. CHC shall not be liable for loss of or damage to equipment and supplies of CHC, its agents, employees or subcontractors if such loss or damage was caused by the sole negligence of the COUNTY and/or SHERIFF's employees.
- 7.7 SECURE TRANSPORTATION. The SHERIFF shall provide security as necessary and appropriate in connection with the transportation of a member of the FACILITIES POPULATION to and from off-site services including, but not limited to, SPECIALTY SERVICES, hospitalization, pathology and radiology services as requested by CHC. CHC shall coordinate with the SHERIFF's office for transportation to and from the off-site services provider or hospital.
- 7.8 OFFICE EQUIPMENT AND SUPPLIES. The SHERIFF shall provide use of COUNTY-owned office equipment, supplies and all necessary utilities (including telephone and fax line service) in place at the FACILITIES health care facilities except as otherwise set forth in Paragraphs 1.13 and 1.14. At the termination of this AGREEMENT, CHC shall return to the COUNTY possession and control of all COUNTY-owned medical and office equipment. At such time, the office equipment shall be in good working order, reasonable wear and tear excepted.
- 7.9 NON-MEDICAL CARE OF FACILITIES POPULATION. It is understood that the SHERIFF shall provide for all the non-medical personal needs and services of the FACILITIES POPULATION as required by law. CHC shall not be responsible for providing, or liable for failing to provide, non-medical services to the FACILITIES POPULATION including, but not limited to, daily housekeeping services, dietary services, building maintenance services, personal hygiene supplies and services and linen supplies.

- 7.10 FACILITIES POPULATION INFORMATION. In order to assist CHC in providing the best possible health care services to COVERED PERSONS, the SHERIFF shall provide, as needed, information pertaining to the COVERED PERSON that CHC and the SHERIFF mutually identify as reasonable and necessary for CHC to adequately perform its obligations under this AGREEMENT.

**ARTICLE VIII**  
**COMPENSATION/ADJUSTMENTS**

- 8.0 ANNUAL AMOUNT/MONTHLY PAYMENTS. The base annual and monthly amounts to be paid by the COUNTY to CHC under this AGREEMENT are as follows:
- 8.0.1 ADULT FACILITY. The base annual amount to be paid by the COUNTY to CHC under this AGREEMENT is Five Hundred Forty-Seven Thousand Seven Hundred Eleven Dollars and fifty-six cents (\$547,711.56) for a period of twelve (12) months. The September, 2013 payment shall be Thirty-Three Thousand Four Hundred Seventy-One Dollars and twenty-six cents (\$33,471.26) and each subsequent monthly payment shall be Forty-Five Thousand Six Hundred Forty-Two Dollars and sixty-three cents (\$45,642.63), pro-rated for any partial months and subject to any reconciliations as set forth below. The first monthly amount is to be paid to CHC on the 9<sup>th</sup> day of September, 2013 for services administered in the month of September, 2013. Each monthly payment thereafter is to be paid by the COUNTY to CHC before or on the 1<sup>st</sup> day of the month of service.
- 8.0.2 JUVENILE FACILITY. The base annual amount to be paid by the COUNTY to CHC under this AGREEMENT is Ninety-Six Thousand Eight Hundred Seventy-Six Dollars and thirty-six cents (\$96,876.36) for a period of twelve (12) months. The September, 2013 payment shall be Five Thousand Nine Hundred Twenty Dollars and twenty-two cents (\$5,920.22) and each subsequent monthly payment shall be Eight Thousand Seventy-Three Dollars and three cents (\$8,073.03), pro-rated for any partial months and subject to any reconciliations as set forth below. The first monthly amount is to be paid to CHC on the 9<sup>th</sup> day of September, 2013 for services administered in the month of September, 2013. Each monthly payment thereafter is to be paid by the COUNTY to CHC before or on the 1<sup>st</sup> day of the month of service.
- 8.1 QUARTERLY RECONCILIATION PROCESS. CHC will provide a quarterly reconciliation with the COUNTY for any amounts owed by either party pursuant to the terms of this AGREEMENT, including, but not limited to:
- 8.1.1 ADJUSTMENT FOR MADP. For each month in the quarter reconciled, if the FACILITIES' MADP is greater than Three Hundred Sixty (360) INMATES/DETAINEES, the compensation payable to CHC by the COUNTY shall be increased by the number of INMATES/DETAINEES over Three Hundred Sixty (360) at the per diem rate of twenty-three cents (\$0.23). If the FACILITIES' MADP is less than Two Hundred Eighty (280) INMATES/DETAINEES, then CHC will issue a credit to the COUNTY for the number of INMATES/DETAINEES under Two Hundred Eighty (280) at the per diem rate of twenty-three cents (\$0.23).

8.1.2 ADJUSTMENT FOR COURT TESTIMONY. The quarterly reconciliation shall include staffing costs for any court testimony provided by CHC's HEALTH CARE STAFF, as stated in Paragraph 1.3, at the current hourly rate paid to the employee providing said court testimony.

8.1.3 ADJUSTMENT FOR ELECTRONIC MEDICAL RECORDS. The quarterly reconciliation shall include a per diem adjustment for electronic medical records based on the MADP of the Warren County Jail. For each month in the quarter reconciled, the compensation payable to CHC by the COUNTY shall be increased by the per diem rates set forth in Exhibit B.

## **ARTICLE IX** **TERM AND TERMINATION**

9.0 TERM. The term of this AGREEMENT shall be one (1) year from September 9, 2013 at 12:01 a.m. through September 8, 2014 at 11:59 p.m. This AGREEMENT shall automatically renew for additional one year periods on September 9<sup>th</sup> of each subsequent year with mutually agreed upon increases, unless this AGREEMENT is terminated or notice of termination is given, as set forth in this Article.

9.0.1 RENEWAL. Upon each subsequent renewal of this AGREEMENT pursuant to paragraph 9.0, the parties have agreed to an increase of CPI but not to exceed 5.0% of the annual amount as defined in paragraph 9.0.1.1.

9.0.1.1 CPI INCREASES. A CPI increase shall be calculated by multiplying the annual amount of the previous year by a fraction, the numerator of which is the Price Index (as defined below) for the month which is four months immediately preceding the AGREEMENT renewal date, and the denominator of which is the Price Index for the same month for the year immediately preceding the AGREEMENT renewal date. However, the annual amount due for any year will not be less than the annual amount for the prior year. The "Price Index" is defined as the Consumer Price Index – All Urban Consumers, U.S. City Average, Medical Care Services (1982-84=100), published by the Bureau of Labor Statistics of the U.S. Department of Labor.

9.1 TERMINATION FOR LACK OF APPROPRIATIONS. It is understood and agreed that this AGREEMENT shall be subject to annual appropriations by the BOARD of the COUNTY.

9.1.1 Recognizing that termination for lack of appropriations may entail substantial costs for CHC, the COUNTY and the SHERIFF shall act in good faith and make every effort to give CHC reasonable advance notice of any potential problem with funding or appropriations.

9.1.2 If future funds are not appropriated for this AGREEMENT, and upon exhaustion of existing funding, the COUNTY and SHERIFF may terminate this AGREEMENT without penalty or liability, by providing a minimum of thirty (30) days advance written notice to CHC.

- 9.2 **TERMINATION DUE TO CHC'S OPERATIONS.** The COUNTY reserves the right to terminate this AGREEMENT immediately upon written notification to CHC in the event that CHC discontinues or abandons operations, is adjudged bankrupt or is reorganized under any bankruptcy law, or fails to keep in force any required insurance policies. Both parties agree that termination under this provision will be considered without cause.
- 9.3 **TERMINATION FOR CAUSE.** The AGREEMENT may be terminated for cause under the following provisions:
- 9.3.1 **TERMINATION BY CHC.** Failure of the COUNTY and/or SHERIFF to comply with any provision of this AGREEMENT shall be considered grounds for termination of this AGREEMENT by CHC upon sixty (60) days advance written notice to the COUNTY specifying the termination effective date and identifying the "basis for termination." The COUNTY shall pay for services satisfactorily rendered up to the date of termination of the AGREEMENT. Upon receipt of the written notice, the COUNTY shall have ten (10) days to provide a written response to CHC. If the COUNTY provides a written response to CHC which provides an adequate explanation for the "basis for termination" and the COUNTY cures the "basis for termination" to the satisfaction of the CHC, the sixty (60) day notice shall become null and void and this AGREEMENT will remain in full force and effect. Termination under this provision shall be without penalty to CHC.
- 9.3.2 **TERMINATION BY COUNTY.** Failure of CHC to comply with any provision of this AGREEMENT shall be considered grounds for termination of this AGREEMENT by the SHERIFF or the COUNTY who shall provide sixty (60) days advanced written notice specifying the termination effective date and identifying the "basis for termination." The COUNTY shall pay for services satisfactorily rendered up to the date of termination of the AGREEMENT. Upon receipt of the written notice CHC shall have ten (10) days to provide a written response to the COUNTY. If CHC provides a written response to the COUNTY which provides an adequate explanation for the "basis of termination," or cures the "basis for termination" to the satisfaction of the SHERIFF, the sixty (60) day notice shall become null and void and this contract will remain in full force and effect. Termination under this provision shall be without penalty to the SHERIFF or the COUNTY.
- 9.4 **TERMINATION WITHOUT CAUSE.** Notwithstanding anything to the contrary contained in this AGREEMENT, the SHERIFF, the COUNTY or CHC may, without prejudice to any other rights it may have, terminate this AGREEMENT for their convenience and without cause by giving ninety (90) days advance written notice to the other party.
- 9.5 **COMPENSATION UPON TERMINATION.** If any of the above termination clauses are exercised by any of the parties to this AGREEMENT, the COUNTY shall pay CHC for all services satisfactorily rendered by CHC up to the date of termination of the AGREEMENT regardless of the COUNTY'S failure to appropriate funds.

- 9.6 **PROPERTY DISPOSITION UPON TERMINATION.** Upon termination of this AGREEMENT, CHC shall be allowed to remove from the FACILITIES any supplies purchased solely by CHC that have not been used at the time of termination. CHC shall also be allowed to remove its property from the FACILITIES including its proprietary Policies and Procedures, Manuals, Training Material, and Forms and COUNTY agrees to maintain as confidential all CHC materials, documents or reports marked as confidential or proprietary, except as may be provided by law or order of court.

**ARTICLE X**  
**LIABILITY AND RISK MANAGEMENT**

- 10.0 **INSURANCE COVERAGE.** CHC shall, at its sole cost and expense, procure and maintain during the term of this AGREEMENT, the following coverage and limits of insurance:
- 10.0.1 **MEDICAL MALPRACTICE/PROFESSIONAL LIABILITY.** Medical Malpractice/ Professional Liability insurance in an amount not less than \$1,000,000 per occurrence and \$3,000,000 in the aggregate.
- 10.0.2 **COMPREHENSIVE GENERAL LIABILITY.** Comprehensive General Liability insurance in an amount not less than \$1,000,000 per occurrence and \$3,000,000 in the aggregate.
- 10.0.3 **WORKER'S COMPENSATION.** Worker's Compensation coverage as required by applicable state law.
- 10.1 **ENDORSEMENTS.** The Comprehensive General Liability policy shall contain additional endorsements naming the COUNTY, SHERIFF, and FACILITIES as additional insured parties with respect to liabilities arising out of the performance of services under this AGREEMENT.
- 10.2 **PROOF OF INSURANCE.** CHC shall provide the COUNTY proof of professional liability or medical malpractice coverage for CHC's HEALTH CARE STAFF, employees, agents and subcontractors, for the term services are provided under this AGREEMENT. CHC shall promptly notify the SHERIFF, in writing, of each change in coverage, reduction in policy amounts or cancellation of insurance coverage. If CHC fails to provide proof of adequate insurance within a reasonable time under the circumstances, then the COUNTY shall be entitled to terminate this AGREEMENT without penalty to the COUNTY or the SHERIFF pursuant to the terms of Article IX.
- 10.3 **INDEMNIFICATION.** CHC agrees to indemnify and hold harmless the COUNTY, its officials, agents, and employees from and against any and all claims, actions, lawsuits, damages, judgments or liabilities of any kind whatsoever caused by, based upon or arising out of any act, conduct, misconduct or omission of CHC, its agents, employees, or independent contractors in connection with the performance or non-performance of its duties under this AGREEMENT. CHC, its agents, employees or independent contractors, shall not in any event be required to indemnify, defend, or hold harmless, the COUNTY with respect to any claims, actions, lawsuits, damages, judgments or liabilities of any kind whatsoever caused by, based upon or arising out of any act, conduct, misconduct or omission of the COUNTY, its officials, agents and employees. The COUNTY and SHERIFF agree to promptly notify CHC in writing of any incident, claim



or lawsuit of which they become aware and shall fully cooperate in the defense of such claim. The COUNTY and SHERIFF agree that CHC's indemnification and defense obligations do not apply for any costs or expenses, including attorney's fees or settlements, incurred or effected prior to written notice to CHC as set forth above. Upon written notice of claim, CHC shall take all steps necessary to promptly defend and protect the COUNTY and SHERIFF from an indemnified claim, including retention of defense counsel, and CHC shall retain sole control of the defense while the action is pending, to the extent allowed by law.

- 10.4 HIPAA. CHC, the COUNTY, FACILITIES, and SHERIFF and their employees, agents and subcontractors shall fully comply with, and shall implement all necessary policies and/or procedures in order to comply with, the requirements of HIPAA as it applies to the services provided under this AGREEMENT. CHC, its agents, employees or independent contractors, shall not in any event be required to indemnify, defend, or hold harmless the COUNTY, JAIL and SHERIFF and their employees and agents from and against any claims of any kind made as a result of alleged or actual violations of HIPAA by the COUNTY, the SHERIFF and their employees, agents and subcontractors.

#### **ARTICLE XI** **MISCELLANEOUS**

- 11.0 INDEPENDENT CONTRACTOR STATUS. It is mutually understood and agreed, and it is the intent of the parties hereto that an independent contractor relationship be and is hereby established under the terms and conditions of this AGREEMENT. Nothing in this AGREEMENT shall be construed to create an agency relationship, an employer/employee relationship, a joint venture relationship, or any other relationship allowing the COUNTY or SHERIFF to exercise control or direction over the manner or methods by which CHC, its employees, agents or subcontractors perform hereunder, or CHC to exercise control or direction over the manner or methods by which the COUNTY or the SHERIFF, and their employees, agents or subcontractors perform hereunder, other than as provided in this AGREEMENT.
- 11.1 SUBCONTRACTING. In performing its obligations under the AGREEMENT, it is understood that CHC is not licensed or otherwise authorized to engage in any activity that may be construed or deemed to constitute the practice of medicine, dentistry, optometry, or other professional healthcare service requiring licensure or other authorization under state law. To comply with these requirements CHC may engage physicians or other clinicians as independent contractors ("Contract Professionals"), rather than employees, in order to supply the clinical services required under this AGREEMENT. CHC shall engage Contract Professionals that meet the applicable professional licensing requirements and CHC shall exercise administrative supervision over such Contract Professionals as necessary to insure the fulfillment of the obligations contained in this AGREEMENT. Contract Professionals shall provide clinical services under this AGREEMENT in a manner reasonably consistent with the independent clinical judgment that the Contract Professional is required to exercise. It is further understood that CHC may subcontract for specialized services such as pharmacy, medical waste, medical supplies and other services or supplies which it is required to provide under this AGREEMENT.

- 11.2 AGENCY. For purposes of asserting any statutory rights afforded to the COUNTY or the FACILITIES to pay providers for medical services at certain reduced rates, COUNTY and/or SHERIFF designate CHC as their agent to assert such rights and privileges.
- 11.3 EQUAL EMPLOYMENT OPPORTUNITY. CHC will not discriminate against any employee or applicant for employment because of race, color, religion, sex, ancestry, national origin, place of birth, marital status, sexual orientation, age or handicap unrelated to a bona fide occupational qualification of the position or because of status as a disabled veteran or Vietnam-Era veteran. CHC will distribute copies of its commitment not to discriminate to all persons who participate in recruitment, screening, referral and selection of job applicants, and to prospective job applicants.
- 11.4 WAIVER OF BREACH. The waiver of either party of a breach or violation of any provision of this AGREEMENT shall not operate as, or be construed to be, a waiver of any subsequent breach of the same or other provision hereof.
- 11.5 OTHER CONTRACTS AND THIRD-PARTY BENEFICIARIES. The parties acknowledge that CHC is neither bound by or aware of any other existing contracts to which either the SHERIFF or the COUNTY are a party and which relate to the providing of health care to INMATES/DETAINEES at the FACILITIES. The parties agree that they have not entered into this AGREEMENT for the benefit of any third person or persons, and it is their express intention that this AGREEMENT is for their respective benefits only and not for the benefits of others who might otherwise be deemed to constitute third-party beneficiaries thereof.
- 11.6 FORCE MAJEURE. In case performance of any terms or provisions hereof shall be delayed or prevented because of compliance with any law, decree or order of any governmental agency or authority of local, State or Federal governments or because of riots, war, terrorism, explosions, acts of civil or military authority, acts of public enemy, public disturbances, lack of adequate security escorts, strikes, lockouts, differences with workers, earthquakes, fires, floods, Acts of God or any other reason whatsoever which is not reasonably within the control of the party whose performance is interfered with and which, by the exercise of reasonable diligence, said party is unable to prevent; the party so suffering may, at its option, suspend, without liability, the performance of its obligations hereunder during the period such cause continues.
- 11.7 ASSIGNMENT. Except as otherwise provided herein, no party to this AGREEMENT may assign any of its rights or delegate any of its duties under this Agreement without the prior written consent of the other parties; provided however, that CHC may assign its rights or delegate its duties to an affiliate of CHC, or in connection with the sale of all or substantially all of the stock, assets or business of CHC, without the prior written consent of the other parties. Any unauthorized attempted assignment shall be null and void and of no force or effect.
- 11.8 NOTICES. Any notice of termination, requests, demands or other communications under this AGREEMENT shall be in writing and shall be deemed delivered: (a) when delivered in person to a representative of the parties listed below; (b) upon receipt when mailed by overnight courier service, mailed by first-class certified or registered mail, return receipt requested, addressed to the party at the address below; or (c) upon confirmation of receipt if sent by facsimile to the fax number of the party listed below:



If for CHC:  
Correctional Healthcare Companies, Inc.  
General Counsel  
6200 South Syracuse Way, Suite 440  
Greenwood Village, CO 80111

If for COUNTY:  
Warren County Sheriff's Office  
Jail Administrator  
550 Justice Drive  
Lebanon, OH 45036

If for CHC: (720) 458-3478	If for COUNTY: (513) 695-1798
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Such address or facsimile number may be changed from time to time by either party by providing written notice as provided above.

- 11.9 GOVERNING LAW. This AGREEMENT shall be governed by and construed in accordance with the laws of the State of Ohio without regard to the conflicts of laws or rules of any jurisdiction. Venue for all disputes arising hereunder shall lie exclusively in the Common Pleas Court of Warren County, Ohio.
- 11.10 EXECUTION AUTHORITY. By their signature below, each signatory individual certifies that they are the properly authorized agent or officer of the applicable party hereto and have the requisite authority necessary to execute this Agreement on behalf of such party, and each party hereby certifies to the other that any resolutions necessary to create such authority have been duly passed and are now in full force and effect.
- 11.11 SURVIVAL. The following provisions will survive any termination or expiration of the AGREEMENT: Article VIII, Article IX and Article X.
- 11.12 COUNTERPARTS. This AGREEMENT may be executed in several counterparts, each of which shall be considered an original and all of which shall constitute but one and the same instrument.
- 11.13 TITLES OF PARAGRAPHS. Titles of paragraphs are inserted solely for convenience of reference and shall not be deemed to limit, expand or otherwise affect the provisions to which they relate.
- 11.14 SEVERABILITY. In the event that any one or more provisions of this AGREEMENT shall, for any reason, be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision of this AGREEMENT and this AGREEMENT shall be construed and enforced as if such invalid, illegal or unenforceable provision had never been contained herein.
- 11.15 ENTIRE AGREEMENT. This AGREEMENT constitutes the entire agreement of the parties and is intended as a complete and exclusive statement of the promises, representations, negotiations, discussions and agreements that have been made in connection with the subject matter hereof. This AGREEMENT may be amended at any time, but only with the written consent of all parties.

IN WITNESS WHEREOF, the parties have caused this AGREEMENT to be executed as their official act by their respective representative, each of whom is duly authorized to execute the same.

**AGREED TO AND ACCEPTED AS STATED ABOVE:**

**County of Warren, Ohio**

By: \_\_\_\_\_  
Tom Ariss  
Title: President, Board of Commissioners

Date: \_\_\_\_\_

By: Pat South  
Pat South  
Title: Vice President, Board of Commissioners

Date: 8/20/13

By: D. G. Young  
David G. Young  
Title: Member, Board of Commissioners

Date: 8/20/13

**APPROVED:**

By: Larry L. Sims  
Larry L. Sims  
Title: Warren County Sheriff

Date: 08-02-13

By: Joseph W. Kirby  
Joseph W. Kirby  
Title: Warren County Juvenile Court Judge

Date: Aug 1, 2013

**APPROVED AS TO FORM:**

DAVID P. FORNSHELL  
Warren County Prosecutor

By: Roger L. Sorey  
Roger L. Sorey, Assistant Prosecutor

**Correctional Healthcare Companies, Inc.**

By: Douglas D. Goetz  
Douglas D. Goetz  
Title: Chief Executive Officer

Date: 7/26/13

**AUDITOR'S CERTIFICATION (RC 5705.41(D)):**

The Warren County Auditor hereby certifies that the funds required to meet the obligation set forth in this Agreement have been lawfully appropriated for such purpose and are in the county treasury or in the process of collection, free from any other encumbrances. The Warren County Auditor also certifies that it has confirmed with the State of Ohio Auditor that Correctional Healthcare Companies, Inc., has no outstanding findings for recovery issued against it by the State of Ohio.

By:   
Nick Nelson

Title: Warren County Auditor

Date: 8-26-13

**EXHIBIT A**

**MINIMUM STAFFING PATTERN FOR  
WARREN COUNTY JAIL, OHIO  
(Effective September 9, 2013)**

Position	Hours / Week	Total FTE's
Physician	9.0	0.225
Healthcare Services Administrator- Registered Nurse	40.0	1.0
Licensed Practical Nurse	168.0	4.20
Psychiatrist	2.0	0.05
Medical Records Clerk	40.0	1.0

**EXHIBIT A**

**MINIMUM STAFFING PATTERN FOR  
WARREN COUNTY JUVENILE JUSTICE CENTER  
(Effective September 9, 2013)**

Position	Hours / Week	Total FTE's
Physician	2.0	0.05
Registered Nurse	25.0	0.625
Licensed Practical Nurse	11.0	0.275

## EXHIBIT B

### ELECTRONIC MEDICAL RECORDS WARREN COUNTY JAIL, OHIO Effective September 9, 2013

#### DEFINITIONS

**EMR SOFTWARE** – The VIZION software package developed and distributed by CHC, including the original computer software, computer program, source code, object code, algorithms and related documentation to enable the creation, maintenance, storage and access of electronic medical records and includes all enhancements, upgrades, modifications and additions.

**SERVER** – The single computer server owned, operated and maintained by CHC.

#### 1.0 EMR SOFTWARE USE.

1.0.1. **GENERAL USE.** For the duration of the AGREEMENT, CHC will maintain one copy of the EMR SOFTWARE on its SERVER for use by CHC HEALTH CARE STAFF at the Warren County Jail, Ohio.

1.0.2. **EMR SOFTWARE USE UPON TERMINATION.** Upon termination of the AGREEMENT, CHC shall provide COUNTY a stand alone, read only program which will allow the SHERIFF to search for, view and print medical records pertaining to INMATES/DETAINEES. Such data shall be in the same format the data was stored preceding termination of this AGREEMENT.

1.0.3. **COMPENSATION.** CHC will charge COUNTY on a monthly basis by multiplying the per diem rate listed below by the MADP of the Warren County Jail. CHC shall reconcile amounts due under this AGREEMENT, pursuant to Section 8.1.3 of the AGREEMENT. The per diem rates listed below may be adjusted upon agreement of COUNTY and CHC.

Payment Period	Per Diem Rate
September 9, 2013 through September 8, 2014	\$2.50

Upon expiration of the September 9, 2013 through September 8, 2014 payment period, an increase in the per diem amount shall be negotiated by the parties.

- 2.0 **INTELLECTUAL PROPERTY AND OTHER PROPRIETARY INFORMATION.** CHC has created, acquired or otherwise has intellectual property rights in the EMR SOFTWARE and all copies thereof. This AGREEMENT does not grant COUNTY or SHERIFF any intellectual property rights in the EMR SOFTWARE and all such rights are reserved by CHC. The EMR SOFTWARE and all CHC documents or images used in its application, including but not limited to CHC Nursing Protocols, are the confidential and proprietary information of CHC and may not be copied or reproduced by COUNTY or SHERIFF. CHC has no ownership or claim of ownership in any medical data that is accessed via the EMR SOFTWARE.
- 3.0 **RESTRICTIONS.** COUNTY and SHERIFF shall not: (1) disassemble, decompile, unbundle, reverse engineer, or translate any part of the EMR SOFTWARE, or otherwise reduce to a human perceivable form, or otherwise attempt to reconstruct or discover the source code of the EMR SOFTWARE; (2) modify, copy, duplicate, reproduce, license, or transfer or convey the EMR SOFTWARE; (3) customize, modify, translate or extend the functionality of the EMR SOFTWARE.
- 4.0 **LIMITATION ON CHC'S OBLIGATIONS.** CHC is not responsible for any issues, support, or loss of functionality that may result from COUNTY or SHERIFF installing and using third-party software on or with the EMR SOFTWARE. CHC will pay up to Two Thousand Five Hundred Dollars (\$2,500.00) for costs associated with interfacing the COUNTY'S software/hardware systems with CHC's EMR system. Furthermore, CHC shall not be liable for any loss of use, lost or damaged data, any inability to access or retrieve data, including any loss, damages, claims, suits or actions of any nature, including claims of injury to any person or persons or of damage to property, resulting from or caused directly or indirectly be reason of any error, omission, negligence, or wrongful act by the COUNTY or SHERIFF, their officers, agents and/or employees.
- 5.0 **NO WARRANTIES.** The EMR SOFTWARE is provided "as is", without warranty or representation of any kind, whether express or implied, or arising from common law, custom, usage or otherwise, or statutory, including without limitation, any implied warranties or non-infringement, merchantability, and fitness for a particular purpose, or pertaining to title, integration, accuracy, security or availability.
- 6.0 **EMR SOFTWARE UPDATES.** During the term of this AGREEMENT, CHC will provide COUNTY any available updates, modifications or enhancements which improve the speed, efficiency, or ease of use of the EMR SOFTWARE, or add additional capabilities to the EMR SOFTWARE.

**BUSINESS ASSOCIATE AGREEMENT BETWEEN  
CORRECTIONAL HEALTHCARE COMPANIES INC.  
AND WARREN COUNTY, OHIO**

PURSUANT TO THE Health Insurance Portability and Accountability Act ("HIPAA") of 1996, P.L. 104-191, and its implementing regulations, the Standards for Privacy of Individually Identifiable Health Information, 45 C.F.R. Parts 160 and 164 (hereinafter the "HIPAA Privacy Rule"), as amended by the Health Information Technology for Economic and Clinical Health Act ("HITECH") of 2009, P.L. 111-5, (cumulatively the "Health Privacy Laws"), Correctional Healthcare Companies, Inc., (hereinafter "Covered Entity") and Warren County, Ohio (hereinafter, "Business Associate"), (jointly "the Parties") wish to enter into an Agreement that addresses the requirements of the HIPAA Privacy Rule with respect to "Business Associates," as that term is defined in the HIPAA Privacy Rule.

**I. BACKGROUND AND PURPOSE**

The Parties have entered into one or more contracts for the Covered Entity to administer inmate health care services for the Business Associate (the "Underlying Contract(s)") which require Covered Entity to create, have access to, and maintain Protected Health Information (hereinafter "PHI") that is subject to the Health Privacy Laws. This Agreement shall supplement each of the Underlying Contract(s) only with respect to Business Associate's receipt and use of PHI under the Underlying Contract(s) to allow Covered Entity to comply with the Health Privacy Laws.

The Parties acknowledge and agree that in connection with the Underlying Contract(s), the Parties may create, receive use or disclose PHI as set forth in the HIPAA Privacy Rule.

PHI does not include health information that has been de-identified in accordance with the standards for de-identification provided for in the HIPAA Privacy Rule.

Therefore the Parties agree as follows:

**II. DEFINITIONS**

1. All capitalized terms of this Agreement shall have the meanings as set forth in the HIPAA Privacy Rule, unless otherwise defined herein.

**III. GENERAL TERMS**

1. In the event of inconsistency between the provisions of this Agreement and the mandatory terms of the HIPAA Privacy Rule, as may be expressly amended from time to time by the Department of Health And Human Services (HHS) or as a result of interpretations of HHS, court or regulatory agencies, such mandatory terms of the HIPAA Privacy Rule shall prevail. In the event of a conflict among the interpretation of these entities, the conflict shall be resolved in accordance with rules of precedence.
2. Where provisions of this Agreement are different from those mandated by HIPAA Privacy Rule, but are nonetheless permitted by the Rule, the provisions of the Agreement shall control.
3. Except as expressly provided in the HIPAA Privacy Rule or this Agreement, this Agreement does not create any rights in third parties.

**IV. SPECIFIC REQUIREMENTS**

1. To the extent applicable to this Agreement, Business Associate agrees to comply with the Health Privacy Laws, the Administrative Simplification provisions of the HIPAA, and any current and future regulations promulgated under either HITECH or HIPAA, including without limitation the Federal Privacy Regulations, and the Federal Electronic Transactions Regulations, all as may be amended from time to time.



2. Business Associate shall not disclose PHI to any member of its workforce, unless Business Associate has advised such a person of Business Associate's obligation under this section and of the consequences of such action and for Business Associate of violating them. Business Associate shall take appropriate disciplinary action against any member of the workforce who uses or discloses PHI in violation of the Agreement.
3. Except as otherwise limited in this Agreement, Business Associate may use PHI for the proper management and administration of the Business Associate or to carry out the legal responsibilities of the Business Associate and Business Associate may disclose PHI provided that disclosures are required by law, or Business Associate obtains reasonable assurances from the person to whom the information is disclosed that it will remain confidential and used or further disclosed only as allowed by law or for the purpose for which it was disclosed to the person, and the person notifies the Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached.
4. Business Associate agrees to enter into any further agreements as reasonably necessary to facilitate compliance with the Health Privacy Laws.
5. Business Associate agrees to establish appropriate administrative, technical, and physical safeguards to prevent the use or disclosure and to protect the confidentiality of PHI it receives from Covered Entity, and to prevent individuals not involved in the proper management and administration of the Business Associate from using or accessing the PHI. Business Associate shall provide Covered Entity such information concerning these safeguards as Covered Entity may from time to time request, and shall upon reasonable request give Covered Entity access, for information and copying, to Business Associate's facilities used for the maintenance and processing of PHI. This includes, but is not limited to, PHI for the purpose of determining Business Associate's compliance with this Agreement.
6. Business Associate agrees that it will immediately report to Covered Entity any use or disclosure of PHI received from Covered Entity that is not authorized by or otherwise constitutes a violation of this Agreement of which Business Associate becomes aware.
7. Business Associate agrees that if Covered Entity determines or has a reasonable belief that Business Associate may have used, made a decision or permitted access to PHI in a way that is not authorized by this Agreement, then Covered Entity may in its sole discretion require Business associate to: (a) promptly investigate and provide a written report to Covered Entity of the Business Associate's determination regarding any alleged or actual unauthorized disclosure access, or use; (b) cease such practices immediately; (c) return to Covered Entity, or destroy, all PHI; and (d) take any other action Covered Entity deems appropriate. Notwithstanding the above, Business Associate shall mitigate, to the extent feasible, any harmful effect that is known to the Business Associate.
8. Business Associate understands that Covered Entity is subject to State and Federal laws governing the confidentiality of PHI. Business Associate agrees to abide by all such laws, whether or not fully articulated herein, and to keep the PHI in the same manner and subject to the same standards as is required of Covered Entity.
9. Business Associate may use and/or disclose PHI that is De-Identified, as that term is defined in the current version of the Privacy Regulations, or as changed from time to time through written amendment, which includes the removal of all the identifiers listed in the Privacy Regulations so that Covered Entity could not have actual knowledge that the information could be used, alone or in combination with other data, to identify an individual.

10. Business Associate shall maintain a record of all authorizations and disclosures of PHI not otherwise provided for in this Agreement or the Underlying Contract(s), including the date of the disclosure, the name and, if known, the address of the recipient of the PHI, a brief description of the PHI disclosed, and the purpose of the disclosure. Business Associate shall make such record available to Covered Entity on request.
11. Business Associate shall report to Covered Entity any unauthorized use or disclosure of PHI by Business Associate or its workforce or Business Associates, and the remedial action taken or proposed to be taken with respect to such use or disclosure.
12. Business Associate agrees that within thirty (30) days of receiving a written request from Covered Entity it will provide PHI necessary for Covered Entity to respond to an individual's request for access to PHI about the individual.
13. Business Associate agrees that, within fifteen (15) days of a request being made, it will provide Covered Entity with any PHI requested by Covered Entity.
14. Business Associate agrees to make available the information required to provide an accounting of disclosure in accordance with applicable law within sixty (60) days of a written request by Covered Entity.
15. Business Associate agrees that it will use all reasonable efforts to limit its request for PHI to the minimum amount of PHI necessary to achieve the purpose of which the request is made.

## **V. TERM AND TERMINATION**

1. **Term.** The Term of this Agreement shall be effective September 9, 2013, and shall terminate 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 destroyed or returned to Covered Entity, or, if it is infeasible to return or destroy PHI, protections are extended to such information, in accordance with the termination provisions in this Section.
2. **Termination for Cause.** Upon Covered Entity's knowledge of a material breach by Business Associate, Covered Entity shall either:
  - a) Provide an opportunity for Business Associate to cure the breach or end the violation and terminate this Agreement if Business Associate does not cure the breach or end the violation within such reasonable period of time as shall be specified by Covered Entity; or
  - b) Immediately terminate this Agreement if Business Associate has breached a material term of this Agreement and cure is not possible; or
  - c) If neither termination nor cure are feasible, Covered Entity shall report the violation to the Secretary.
3. **Effect of Termination.**
  - a) Except as provided in paragraph (2) of this section, upon termination of this Agreement, for any reason, 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 or agents of Business Associate. Business Associate shall retain no copies of the PHI.
  - b) In the event that Business Associate determines that returning or destroying the PHI is infeasible, Business Associate 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 maintains such PHI.

**VI. MISCELLANEOUS**

1. Regulatory References. A reference in this Agreement to a section in the Health Privacy Laws means the section as in effect or as amended.
2. Amendment. The Parties agree to take such action as is necessary to amend this Agreement from time to time as is necessary for Covered Entity to comply with the requirements of the Health Privacy Laws or any applicable court decision.
3. Survival. The respective rights and obligations of Business Associate under Section V(3) of this Agreement shall survive the termination of this Agreement.
4. Interpretation. Any ambiguity in this Agreement shall be resolved to permit Covered Entity to comply with the Health Privacy Laws.
5. Indemnification. Covered Entity (including Covered Entity's Board of Directors, individually and collectively, and its officers, employers, agents, and other representatives, individually and collectively), shall not in any event be required to indemnify and hold Business Associate harmless from and against all claims, demands, costs, expenses, liabilities and losses, including reasonable attorney's fees and punitive damages which may arise against Covered Entity as a result of any violation of this Agreement by Business Associate.
6. Assignment. No assignment of this Agreement of the rights and obligations hereunder shall be valid without the specific written consent of both Parties, provided, however, that this Agreement may be assigned by Covered Entity to any successor entity operating Covered Entity, and such assignment shall forever release Covered Entity hereunder.
7. Waiver. The waiver by either party of a breach or violation of any provision of this Agreement shall not operate as, or be construed to be a waiver of any subsequent breach of the same or other provision hereof.
8. Severability. In the event any provision of the Agreement is held to be unenforceable for any reason, the unenforceability thereof shall not affect the remainder of this Agreement, which shall remain in full force and effect and enforceable in accordance with its terms.

**IN WITNESS WHEREOF**, the parties have caused this Agreement to be executed in their names or their official acts by their respective representatives, each of who is duly authorized to execute the same.

**Covered Entity**

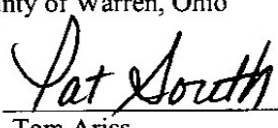
Correctional Healthcare Companies, Inc.

By:   
Douglas D. Goetz  
Title: Chief Executive Officer

Date: 7/28/19

**Business Associate**

County of Warren, Ohio

By:   
Tom Ariss  
Title: President, Board of Commissioners

Date: \_\_\_\_\_

By: Pat South  
Pat South  
Title: Vice President, Board of Commissioners

Date: 8/20/13

By: DG Young  
David G. Young  
Title: Member, Board of Commissioners

Date: 8/20/13

**APPROVED:**

By: Larry L. Siris  
Larry L. Siris  
Title: Warren County Sheriff

Date: 08-02-13

By: Joseph W. Kirby  
Joseph W. Kirby  
Title: Warren County Juvenile Court Judge

Date: Aug 1, 2013

**APPROVED AS TO FORM:**

DAVID P. FORNSHELL  
Warren County Prosecutor

By: Roger L. Sorey  
Roger L. Sorey, Assistant Prosecutor

# Resolution

Number 21-0047

Adopted Date January 12, 2021

APPROVE AMENDMENT TO THE CONTRACT FOR ADULT AND JUVENILE INMATE HEALTH CARE SERVICES WITH CORRECTIONAL HEALTHCARE COMPANIES, LLC

BE IT RESOLVED, to approve and authorize the Board to sign Amendment to the contract for Adult and Juvenile Inmate Health Care Services with Correctional Healthcare Companies, LLC for health care services to the Warren County Jail and the Warren County Juvenile Justice Facility, as attached hereto and made a part hereof.

Mr. Grossmann moved for adoption of the foregoing resolution being seconded by Mrs. Jones. Upon call of the roll, the following vote resulted:

Mr. Young – yea  
Mrs. Jones – yea  
Mr. Grossmann – yea

Resolution adopted this 12<sup>th</sup> day of January 2021.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: c/a –Correctional Healthcare Companies, Inc.  
Sheriff (file)  
Juvenile (file)

**NINTH AMENDMENT TO THE AGREEMENT FOR ADULT AND JUVENILE  
INMATE HEALTH CARE SERVICES AT WARREN COUNTY, OHIO  
(Effective January 1, 2021)**

This Ninth Amendment, effective January 1, 2021 (this "Amendment"), to the Agreement for Adult and Juvenile Inmate Health Care Services, which commenced on September 9, 2013, as amended (the "Agreement"), is by and between Correctional Healthcare Companies, LLC ("CHC") and the Warren County, Ohio (the "County").

**WHEREAS**, the Agreement automatically renews on January 1<sup>st</sup> of each year pursuant to Section 9.0 and the Third Amendment; and

**WHEREAS**, the Parties agree to increase the base compensation pursuant to Section 9.0.1 for services to the Adult and Juvenile facilities as specified below; and

**WHEREAS**, in accordance with Section 11.15, the Parties desire to amend the Agreement to memorialize such changes.

**NOW, THEREFORE**, in consideration of the mutual covenants herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. **RECITALS.** The Parties hereto incorporate the foregoing recitals as a material portion of this Amendment.
2. **AMENDMENT TO SUBSECTIONS 8.0.1 AND 8.0.2 OF THE AGREEMENT.** The Agreement shall be amended by deleting Subsections 8.0.1 and 8.0.2 in their entirety and replacing them with the following language in lieu thereof:
  - 8.0.1 **ADULT FACILITY.** The base annual amount to be paid by the County to CHC under this Agreement is Eight Hundred Twenty Thousand Two Hundred Fifty-Seven Dollars and Sixty Cents (\$820,257.60), for a period of 12 months, payable in equal monthly installments. Each monthly installment shall equal Sixty-Eight Thousand Three Hundred Fifty-Four Dollars and Eighty Cents (\$68,354.80), prorated for any partial months and subject to any reconciliations as set forth below. Each monthly installment is to be paid to CHC on or before the 1st day of the month of service. In addition to the above, to be paid separately through a grant funding 0.05 FTE, not to exceed Two Hundred Forty-Seven Dollars and Eighty Cents (\$247.80) per hour, of Psychiatrist services is Twenty Five Thousand Seven Hundred Seventy-One Dollars and Twenty Cents (\$25,771.20) annually to be paid in quarterly installments of Six Thousand Four Hundred Forty-Two Dollars and Eighty Cents (\$6,442.80) pro-rated for any partial months.
  - 8.0.2 **JUVENILE FACILITY.** The base annual amount to be paid by the County to CHC under this Agreement is One Hundred Seventy-One Thousand One Hundred Eleven Dollars and Twelve Cents (\$171,111.12), for a period of 12 months, payable in equal monthly installments. Each monthly installment shall equal Fourteen Thousand Two Hundred Fifty-Nine Dollars and Twenty-Six Cents (\$14,259.26), prorated for any partial months and subject to any reconciliations as set forth below. Each monthly installment is to be paid to CHC on or before the 1st day of the month of service.

3. **SEVERABILITY.** If any terms or provisions of this Amendment or the application thereof to any person or circumstance shall to any extent be invalid or unenforceable, the remainder of this Amendment or the application of such term or provision to person or circumstances other than those as to which it is held invalid or unenforceable shall not be affected thereby and each term and provision of this Amendment shall be valid and enforceable to the fullest extent permitted by law.
4. **DEFINED TERMS.** Any capitalized term or acronym used but not defined herein shall have the meaning ascribed to it under the Agreement.
5. **REMAINING PROVISIONS.** The remaining provisions of the Agreement not amended by this Amendment shall remain in full force and effect.

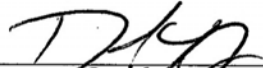
*[Signatures on following page]*


IN WITNESS WHEREOF, the Parties have caused this Amendment to be executed in their names by their official acts by their respective representatives, each of whom is duly authorized to execute the same in his sole capacity without further authorization or approval.

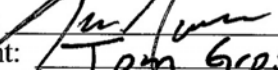
**AGREED TO AND ACCEPTED AS STATED ABOVE:**

County of Warren, Ohio

Correctional Healthcare Companies, LLC


By:   
Print: David G. Young  
President, Board of Commissioners

By:   
Print: CINDY P. WATSON  
Title: PRESIDENT LOCAL GOVERNMENT

By:   
Print: Tom Grossmann  
Board of Commissioners

By: \_\_\_\_\_  
Print: \_\_\_\_\_  
Board of Commissioners

**APPROVED AS TO FORM:**

By:   
Print: Keith W. Anderson  
Warren County Prosecutor

**AUDITOR'S CERTIFICATION (RC 5705.41(D)):**

The Warren County Auditor hereby certifies that the funds required to meet the obligation set forth in this Agreement have been lawfully appropriated for such purpose and are in the county treasury or in the process of collection, free from any other encumbrances. The Warren County Auditor also certifies that it has confirmed with the State of Ohio Auditor that Correctional Healthcare Companies, LLC has no outstanding findings for recovery issued against it by the State of Ohio.

By:   
Print: Matt Nolas  
Warren County Auditor



AFFIDAVIT OF NON COLLUSION

STATE OF Tennessee  
COUNTY OF Davidson

I, Cindy Watson, holding the title and position of President, Local Government Health at the firm Correctional Healthcare Companies LLC affirm that I am authorized to speak on behalf of the company, board directors and owners in setting the price on the contract, bid or proposal. I understand that any misstatements in the following information will be treated as fraudulent concealment of true facts on the submission of the contract, bid or proposal.

I hereby swear and depose that the following statements are true and factual to the best of my knowledge:

The contract, bid or proposal is genuine and not made on the behalf of any other person, company or client, INCLUDING ANY MEMBER OF THE WARREN COUNTY BOARD OF COMMISSIONERS.

The price of the contract, bid or proposal was determined independent of outside consultation and was not influenced by other companies, clients or contractors, INCLUDING ANY MEMBER OF THE WARREN COUNTY BOARD OF COMMISSIONERS.

No companies, clients or contractors, INCLUDING ANY MEMBER OF THE WARREN COUNTY BOARD OF COMMISSIONERS have been solicited to propose a fake contract, bid or proposal for comparative purposes.

No companies, clients or contractors, INCLUDING ANY MEMBER OF THE WARREN COUNTY BOARD OF COMMISSIONERS have been solicited to refrain from bidding or to submit any form of noncompetitive bidding.

Relative to sealed bids, the price of the bid or proposal has not been disclosed to any client, company or contractor, INCLUDING ANY MEMBER OF THE WARREN COUNTY BOARD OF COMMISSIONERS, and will not be disclosed until the formal bid/proposal opening date.

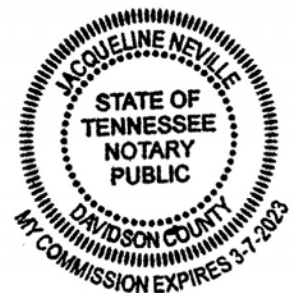
Cindy Watson  
AFFIANT

Subscribed and sworn to before me this 15th day of December 2023

Jacqueline Neville  
(Notary Public),

Davidson County.

My commission expires 3-7-2023



# Resolution

Number 18-1270

Adopted Date August 14, 2018

APPROVE AND ENTER INTO AGREEMENT WITH ON SITE DENTAL, INC TO PROVIDE DENTAL SERVICES TO THE INMATES AT THE WARREN COUNTY JAIL

BE IT RESOLVED, to approve and enter into an agreement with On Site Dental, Inc. to provide dental services to the inmates at the Warren County Jail, on behalf of the Warren County Sheriff's Office. Copy is attached hereto and made a part hereof.

Mrs. Jones moved for adoption of the foregoing resolution being seconded by Mr. Young. Upon call of the roll, the following vote resulted:

- Mr. Grossmann – yea
- Mr. Young – yea
- Mrs. Jones – yea

Resolution adopted this 14<sup>th</sup> day of August 2018.

BOARD OF COUNTY COMMISSIONERS

  
\_\_\_\_\_  
Tina Osborne, Clerk

cc: c/a—On Site Dental, Inc  
Sheriff (file)

## **DENTAL SERVICES AGREEMENT**

This Agreement is made by and between the Board of Warren County Commissioners, 406 Justice Drive, Lebanon, Ohio 45036 ("County"), through and on behalf of the Warren County Sheriff and On Site Dental, Inc., an Ohio Corporation for Profit, located at 31650 Birch Circle, Solon Ohio 44139 ("Contractor").

WHEREAS, County, through the Sheriff of Warren County, operates the Warren County Jail at 822 Memorial Drive, Lebanon, Ohio 45036 ("Facility"); and,

WHEREAS, County, pursuant to R.C. 341.20, may contract for dental services for the proper care and welfare of the prisoners placed in the Sheriff's charge at the Facility; and,

WHEREAS, Contractor has been selected to provide the dental services required by the County for the proper care and welfare of the prisoners placed in the Sheriff's charge at the Facility, and Contractor represents that he is well qualified to do so.

NOW THEREFORE, in consideration of the mutual promises contained herein, County and Contractor agree as follows:

### ***Contractor Responsibilities***

Contractor shall provide all necessary dental services for which Contractor is trained, qualified, and licensed to provide.

Contractor shall schedule at least one (1) visit to the Facility per month, and Contractor shall provide County at least two (2) weeks' notice of the scheduled date.

Contractor shall be responsible for providing all necessary equipment and supplies.

Contractor shall provide a monthly invoice to County following each visit to the Facility.

Contractor shall remain licensed and in good standing with the Ohio State Dental Board at all times during this Agreement. Contractor's failure to do so shall automatically terminate this Agreement.

Contractor shall abide by all security measures and regulations in place at the Facility.

Contractor shall not subcontract any portion of this Agreement without the express written consent of County.

### ***County Responsibilities***

County shall attempt to remain flexible in scheduling Contractor's monthly visits.

County shall provide the necessary room and space for Contractor to administer dental services at the Facility.

County shall reimburse Contractor on a monthly basis after Contractor has provided an invoice following each visit to the Facility.

County is not required to provide a minimum number of "prisoner patients" either on a monthly visit or annual basis.

County is authorized to contract with other providers for dental services, provided under this Agreement, on an emergency basis or when Contractor is otherwise unavailable.

### ***Fees***

Contractor's fee schedule is attached hereto as Exhibit "A."

Contractor's fee schedule may only be revised upon thirty (30) days' written notice to County.

### ***Independent Contractor***

Nothing in this Agreement establishes a partnership, association, or joint venture with the Contractor in the conduct of the provisions of this Agreement. Nothing in this Agreement shall be construed as authorizing the Contractor to act as an agent, employee, licensee, or designee of the County or its Board of Commissioners. The Contractor shall at all times have the status of an independent contractor with control over his employees, agents, and operations.

### ***Insurance***

Contractor shall maintain, for all personnel providing services hereunder at all times during this Agreement, coverage limits acceptable to the County. Contractor's failure to do so shall automatically terminate this Agreement.

Contractor shall provide Warren County with proof of Professional Errors and Omissions Insurance coverage, with "Warren County, Ohio" named as a "certificate holder," prior to County entering into this Agreement, and such proof shall stay on file at the Facility for the duration of this Agreement.

Contractor's insurance coverage shall at all times be primary coverage for any and all claims related in any way to the operation of this Agreement and/or the services rendered or that should have been rendered hereunder. Coverage shall include extended coverage until the end of any applicable personal injury, death or property damage statutes of limitations period(s) that exceed the term of this Agreement.

All changes, revisions, cancellations or renewals of Contractor's Medical Malpractice Insurance shall be provided to the County at least thirty (30) days prior to applicable effective dates.

### ***Indemnification and Hold Harmless***

In addition to any insurance coverage in effect during the period of this contract, Contractor shall hold harmless and indemnify Warren County and all of its officers, officials, employees and agents from any and all liability, claims, suits, damages and losses arising in any way and to any extent from the operation of this Agreement.

### ***Law and Venue***

All questions regarding the validity, intention, or meaning of this Agreement or any modifications of it relating to the rights and obligations of the parties will be construed and resolved under the laws of the State of Ohio. Any suit, which may be brought to enforce any provision of this Agreement or any remedy with respect hereto, shall be brought in the Warren County Common Pleas Court, Warren County, Ohio, and each party hereby expressly consents to the jurisdiction of such court.

If any term or provision of the Agreement or the application of such term or provision to any person or circumstance shall, to any extent, be held invalid or unenforceable, the remainder of this Agreement or the application of such term or provision to any persons or circumstances other than those as to which it is held to be invalid or unenforceable, shall remain unaffected and each term and provision of this Agreement shall be valid and enforced to the fullest extent permitted by law.

### ***Term***

This Agreement shall be effective for a period of two (2) years from the date of execution by both parties and shall automatically renew for one additional period of one year unless either party gives the other party written notice of its election not to renew the Agreement at least thirty (30) days prior to the end of the original one year term.

### ***Termination***

Either party may terminate this Agreement for any reason, without penalty, by giving the other party thirty (30) days written notice of its intention to terminate.

### ***Entire Agreement***

This Agreement contains the entire understanding of the parties. This Agreement supersedes any and all other agreements or understandings between the parties. Amendments to this Agreement shall not be effective unless in writing and signed by both parties.

**Execution Date**

This Agreement is effective as of this 14 day of August 2018.

**Warren County Sheriff:**

Larry L. Sims

  
Signature

8-8-18  
Date

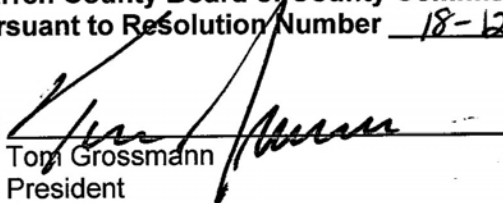
**Contractor:**

On Site Dental, Inc  
by DAVID ROSENBERG  
Its duly authorized:  
President (Title)

  
Signature

8/8/18  
Date

**Warren County Board of County Commissioners,  
Pursuant to Resolution Number 18-1270**

By:   
Tom Grossmann  
President

Approved as to form:

  
Keith Anderson, Assistant Prosecutor

**EXHIBIT A**

**Diagnostic**

0110	Initial, periodic, problem focused exam	50.00
0220	Periapical – First film	20.00
0230	Additional film	20.00

**Restorative**

2330	Anterior Composite resin one surface	60.00
2331	Anterior Composite resin two surface	80.00
2332	Anterior Composite resin three surface	95.00
2385	Posterior Composite resin one surface	60.00
2386	Posterior Composite resin two surface	80.00
2387	Posterior Composite resin three surface	95.00
2920	Re-cement Crown	50.00
2940	Sedative filling	55.00

**Oral Surgery**

7110	Single Extraction	80.00
7110	Single Extraction (third molar)	85.00
7210	Surgical Extraction	95.00
7250	Removal of residual Root tip	85.00
7310	Alveoloplasty with extractions	85.00

# Resolution

Number 20-0250

Adopted Date February 18, 2020

APPROVE AND ENTER INTO AGREEMENT WITH TALBERT HOUSE HEALTH CENTER, DBA CENTERPOINT HEALTH TO PROVIDE DENTAL SERVICES FOR THE WARREN COUNTY JAIL

BE IT RESOLVED, to approve and enter into an agreement with Talbert House Health Center, dba Centerpoint Health to provide dental services, when the contracted dental health provider is unavailable, to the Warren County Jail, on behalf of the Warren County Sheriff's Office. Agreement is attached hereto and made a part hereof.

Mrs. Jones moved for adoption of the foregoing resolution being seconded by Mr. Grossmann. Upon call of the roll, the following vote resulted:

Mr. Young – absent  
Mr. Grossmann – yea  
Mrs. Jones – yea

Resolution adopted this 18<sup>th</sup> day of February 2020.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: c/a – Talbert House Health Center, dba Centerpoint Health  
Sheriff (file)



**Memorandum of Agreement**  
**Talbert House Health Center dba Centerpoint Health and the**  
**Warren County Sheriff's Office**

This Memorandum of Agreement is made and entered into by and between Centerpoint Health, 231 N. Breiel Blvd. Middletown, Ohio 45042 and the Warren County, Ohio Board of Commissioners on behalf of Warren County Sheriff's Office, 406 Justice Drive, Lebanon, Ohio 45036 as of December 1, 2019. Centerpoint Health and the Warren County Sheriff's Office shall be referred to as the parties.

It is mutually agreed that Centerpoint Health will assist the Sheriff's Office in providing routine dental care to their inmates when they are unable to use their contracted dental provider in an effort to assist the community.

**Centerpoint Health agrees to:**

1. Assist the Warren County Sheriff's Office with inmates that are in need of dental services and would like for those to be provided by Centerpoint Health. Inmates will have access based upon the agreed schedule, attached to this agreement, incorporated in its entirety and marked as Exhibit A.
2. Billing for services: (refer to Exhibit A)
3. Provide dental screening and assessment services in accordance with Centerpoint policies and procedures to determine eligibility for Services within scope of services as defined in this agreement.
4. Provide care through Centerpoint Health dental staff, credentialed and privileged in accordance with HRSA requirements.
5. Provide documentation of care to patients within three (3) days following service delivery, through paper or electronic communication to ensure appropriate continuity of care and follow-up.
6. Maintain Commercial General Liability coverage or Professional Liability Coverage with limits of \$1,000,000 Per Occurrence, \$2,000,000 / Aggregate, with no interruption of coverage during the entire term of this Agreement, and shall also carry automobile liability coverage with limits of \$1,000,000 Per Occurrence / Aggregate. Centerpoint shall carry statutory worker's compensation insurance as required by law and shall provide Warren County with certificates of insurance evidencing such coverage simultaneous with the execution of this Agreement. Cancellation or non-renewal of insurance shall be grounds to terminate this Agreement.
7. Performance Evaluation:
  - a. Evaluate service delivery and effectiveness of care on an annual basis or more frequently as needed;
  - b. Track referrals and effectiveness of care, using Centerpoint's referral tracking process with reports to Warren County Sheriff's Office on at least a semi-annual basis;
  - c. Use alternate measures for performance evaluation as deemed necessary by the Parties.
  - d. Collaborate on service delivery of care for inmates that will return back to the contracted dental provider for the Warren County Sheriff's Office.

**Warren County Sheriff's Office agrees to:**

1. Transport detainee(s) to Centerpoint Health Dental for dental care services, if services cannot be done on site at Warren County jail.
2. Coordinate schedule with Centerpoint Health dental services so a block of time can be obtained for detainee(s).
3. Keep environment safe so dental care can be provided in an efficient manner.
4. Provide 72 hours notice to Centerpoint Health in the event the block of time needs to be cancelled.
5. Provide any pertinent medical/dental information needed so Centerpoint can effectively provide care.

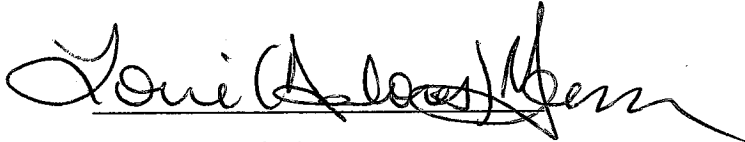
**The Parties Mutually Agree:**

1. That Centerpoint will provide dental services to detainees that are within the accepted standards of care.
2. That they understand and acknowledge the right of patients to choose healthcare and dental providers.
3. That Centerpoint will maintain proper clinical documentation consistent with generally-accepted standards for the level of dental care provided.
4. Ensure the availability of patient records as permitted by each party's medical record policies, and all applicable federal, state laws.
5. That all patients shall be accepted for services regardless of ability to pay and that eligibility for treatment shall not be limited solely on the basis of race, religion, color, national origin, age, weight, sex/sexual orientation, physical disability, political affiliation, insured status or financial status.
6. A sliding fee scale does exist for all patients of Centepoint. Former inmate detainees are certainly allowed to access this once out of custody with the Warren County jail for continued continuity of care for their dental needs. A sliding fee or discounted payment program for patients who are at or below 200% of the prevailing Federal Poverty Level (FPL) will be provided and that patients at or below 100% of the FPL guidelines will not be charged or will be billed a nominal charge for services.
7. That we will honor the agreed upon charges to coordinate dental care for detainees.
8. This understanding is governed by the laws of the State of Ohio. Any disputes that arise hereunder shall be resolved in a court of competent jurisdiction located in Warren County, Ohio.
9. That this document does not establish an exclusive arrangement or relationship between the Parties. Each party remains as an independent entity and is free to pursue additional opportunities.
10. The term of this agreement shall be from December 1, 2019, through April 30, 2020. Either party may terminate this agreement for convenience by providing advanced written notice to the other party; all invoices shall be paid for services rendered prior to termination date.

Accepted and Agreed to by:

Talbert House Health Center  
dba Centerpoint Health

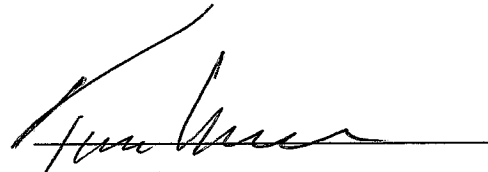
Warren County Board  
of County Commissioners



Lorie (Dolores) Glenn

CEO

Date: 12/18/19

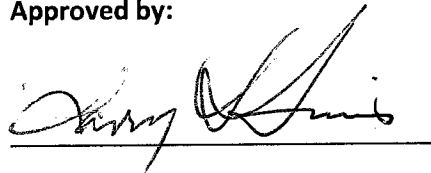


President/Vice President

Resolution # 20-0250

Date: 2/18/2020

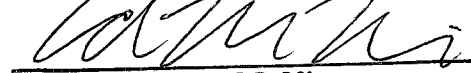
Approved by:



Sheriff Larry L. Sims

Date: 12-18-19

**APPROVED AS TO FORM**



Adam M. Nice  
Asst. Prosecuting Attorney

# EXHIBIT A

Diagnostic Code	Diagnostic Description	Charge
D0150	Comprehensive Exam	\$60.00
D0120	Periodic Exam	\$50.00
D0140	Limited Exam	\$50.00

Xrays Codes	Xray Descriptions	Charge
D0220	Periapical Film-Single	\$20.00
D0230	Additional Periapical Film-Single	\$20.00
D0330	Panoramic Film (off site)	\$60.00
D0350	Oral/facial Images	\$20.00

Restorative Codes	Restorative Descriptions	Charge
D2330	1 Surface Composite Resin: Anterior	\$70.00
D2331	2 Surface Composite Resin: Anterior	\$80.00
D2332	3 Surface Composite Resin: Anterior	\$90.00
D2335	4+ Surface Composite Resin: Anterior	\$95.00
D2391	1 Surface Composite Resin: Posterior	\$70.00
D2392	2 Surface Composite Resin: Posterior	\$80.00
D2393	3 Surface Composite Resin: Posterior	\$90.00
D2394	4+ Surface Composite Resin: Posterior	\$95.00

Oral Surgery	Oral Surgery Description	Charge
D7140		\$80.00
D7210		\$100.00
D7250		\$85.00
D7310		\$80.00

Prophylaxis Code	Description	Charge
D0110	Prophylaxis	\$60.00

AFFIDAVIT OF NON COLLUSION

STATE OF Ohio  
COUNTY OF Warren

I, Lorie (Dolores) Glenn, holding the title and position of Chief Executive Officer at the firm Centerpoint Health, affirm that I am authorized to speak on behalf of the company, board directors and owners in setting the price on the contract, bid or proposal. I understand that any misstatements in the following information will be treated as fraudulent concealment of true facts on the submission of the contract, bid or proposal.

I hereby swear and depose that the following statements are true and factual to the best of my knowledge:

The contract, bid or proposal is genuine and not made on the behalf of any other person, company or client, INCLUDING ANY MEMBER OF THE WARREN COUNTY BOARD OF COMMISSIONERS.

The price of the contract, bid or proposal was determined independent of outside consultation and was not influenced by other companies, clients or contractors, INCLUDING ANY MEMBER OF THE WARREN COUNTY BOARD OF COMMISSIONERS.

No companies, clients or contractors, INCLUDING ANY MEMBER OF THE WARREN COUNTY BOARD OF COMMISSIONERS have been solicited to propose a fake contract, bid or proposal for comparative purposes.

No companies, clients or contractors, INCLUDING ANY MEMBER OF THE WARREN COUNTY BOARD OF COMMISSIONERS have been solicited to refrain from bidding or to submit any form of noncompetitive bidding.

Relative to sealed bids, the price of the bid or proposal has not been disclosed to any client, company or contractor, INCLUDING ANY MEMBER OF THE WARREN COUNTY BOARD OF COMMISSIONERS, and will not be disclosed until the formal bid/proposal opening date.

*Lorie (Dolores) Glenn*

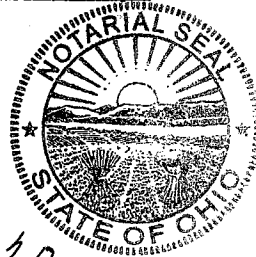
AFFIANT

Subscribed and sworn to before me this 15 day of January 20 20

*Diane Sheltrown*  
(Notary Public),

Warren County.

My commission expires 09/20 20 20



DIANE SHELTRAWN  
Notary Public, State of Ohio  
My Commission Expires 09-20-2020

# Resolution

Number 19-1002

Adopted Date July 30, 2019

APPROVE AND ENTER INTO CONTRACT WITH COMMUNITY MENTAL HEALTH CENTERS OF WARREN COUNTY, INC., DBA SOLUTIONS COMMUNITY COUNSELING AND RECOVERY CENTERS ON BEHALF OF THE WARREN COUNTY JAIL REGARDING A BOUNDARY SPANNER

BE IT RESOLVED, to approve and enter into contract with Community Mental Health Centers of Warren County, Inc., DBA Solutions Community Counseling and Recovery Centers, 204 Cook Road, Lebanon, Ohio 45036-8336 for a boundary spanner for the Warren County Jail. Copy of agreement attached hereto and made a part hereof; and

BE IT FURTHER RESOLVED, that his contract shall remain in full force and effect for a term of two (2) years beginning on July 1, 2019 and ending on June 30, 2021.

Mr. Grossmann moved for adoption of the foregoing resolution being seconded by Mr. Young. Upon call of the roll, the following vote resulted:

- Mrs. Jones – yea
- Mr. Young – yea
- Mr. Grossmann – yea

Resolution adopted this 30<sup>th</sup> day of July 2019.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: c/a—Community Mental Health Centers of Warren County, Inc.  
dba – Solutions Community Counseling and Recovery Centers  
Sheriff (file)

**CONTRACT FOR BEHAVIORAL HEALTH SERVICES: *Boundary Spanner***

This Contract is made this 1<sup>st</sup> day of July, 2019, between the Warren County Board of Commissioners, on behalf of the Warren County Sheriff's Office, hereinafter collectively referred to as "the County," with its office located at 406 Justice Drive, Lebanon, Ohio 45036, and Community Mental Health Centers of Warren County, Inc., DBA Solutions Community Counseling and Recovery Centers, hereinafter referred to as "the Agency," with its office located at 204 Cook Road, Lebanon, Ohio 45036-8336. The following circumstances are present at the time of this Contract.

WHEREAS, this Agreement is for the provision of Risk Assessment/ Triage, Brief Counseling (Crisis Intervention) and referral for inpatient psychiatric and community-based care for inmates at the Warren County Jail. The objective of this Contract is to identify and provide behavioral health services to those inmates who need it and to assist individuals with psychiatric or alcohol/drug crises to maintain or resume community functioning. These services are to be available eight (8) hours per day, seven (7) days per week.

NOW, THEREFORE, it is agreed that:

***I. DUTIES OF THE COUNTY***

The County will provide sufficient confidential space in the Warren County Jail for the purpose of conducting evaluations, assessments and counseling by the Agency, its employees and subcontractors. In addition, business related items like furniture, internet, phone, computer, printer and supplies, IT support, jail radio, and man down alarm will be provided. Annual and routine trainings will be provided free of charge.

All clinical documentation will be maintained by the County in a secure and confidential/licensed manner to protect the PHI included in the documentation. Access to the official record will be granted to the Agency.

***II. DUTIES OF THE AGENCY***

The Agency will, for the duration of this contract, provide a full time, appropriately credentialed Boundary Spanner with psychiatric and linkage experience who will:

- A. Follow Jail and NCCHC policies and procedures for mental health assessment; complete crisis intervention; consultation with the Warren County Jail's attending physician and medical staff; consultation with the Jail's psychiatric; consultation with jail personnel; and provide linkage to medically necessary community and inpatient services.
- B. Complete assessments on all new inmates within twelve (12) business days of admission or within three (3) business days when such inmates are identified with possible mental health issues through booking screening, medical screening, jail staff referral or self-referral. Such services shall specifically include:

- i. Risk Assessment/Triage and Referral for Inpatient Care

- Provision of diagnostic and prognostic clinical screening face-to-face with an inmate or on behalf of the inmate with family, significant others and/or other

professionals with or without the inmate being present with recommendations for level of supervision and observation or alternate placement.

ii. Brief Counseling (Crisis Intervention)

Provision of immediate clinical attention face-to-face to an inmate in acute need or on behalf of the inmate with family, significant others and/or other professionals, with or without the inmate being present.

C. To manage psychiatric schedule to ensure priority of cases and to monitor follow-up appointments. Will provide sufficient documentation to prescriber for initial psychiatric appointment and will keep the prescriber up to date on any ongoing needs of the individual.

D. All clinical contacts will be document in accordance with prevailing practices and standards in the field for this setting. A duplicate copy of the records will be maintained by the Agency for the purpose of auditing and managing ongoing client care.

### **III. LENGTH OF CONTRACT**

This Contract shall become effective **July 1, 2019**, and shall remain in force and effect through **June 30, 2021**, unless terminated as provided herein.

### **IV. POLICY ON NON-DISCRIMINATION**

The Agency and its staff will act in a nondiscriminatory manner both as an employer and as a service provider and will not discriminate with regard to race, color, national origin, religion, age, sex or handicap.

### **V. GOVERNING LAW AND VENUE**

This Contract shall be construed in accordance with, and the legal relations between the parties shall be governed by, the laws of the State of Ohio as applicable to contracts executed and fully performed in the State of Ohio. The venue for any disputes arising under this Contract shall be Warren County, Ohio.

### **VI. PARTIES**

Whenever the terms "the County" and "the Agency" are used herein, these terms shall include without exception the employees, agents, successors, assigns, and/or authorized representatives of the County and the Agency.

### **VII. COMPENSATION**

The cost of the Contract for Fiscal Year 2020 (July 1, 2019, through June 30, 2020) and Fiscal Year 2021 (July 1, 2020, through June 30, 2021) is summarized in the following Table:



Fiscal Year	Maximum Annual Contract Cost
2020	\$110,656
2021	\$112,869

This annual amount covers up to 60 hours of coverage each week. These duties are essential so coverage will be provided in the absence of the regular designated staff person.

The Agency shall provide the County with a comprehensive monthly summary of hours worked. This summary shall be forwarded to the Jail Administrator for review and comparison.

The Agency shall submit to the County on the first day of every month for the preceding month, an invoice for hours worked at the appropriate rate. Payment will be made within thirty (30) days after receipt of a proper invoice by the County.

In the event the Agency fills a vacancy with another certified professional, these hours may be billed at the rate above.

The Agency may bill for the following holidays as if regular hours worked:

New Year's Day	January 1 (or the business day before or after, whichever is closest)
Martin Luther King Day	Third Monday in January
Memorial Day	Last Monday in May
Independence Day	July 4 <sup>th</sup> (or the business day before or after, whichever is closest)
Labor Day	First Monday in September
Thanksgiving Day	Fourth Thursday in November
Day after Thanksgiving Day	Friday following the Fourth Thursday in November
Christmas Day	December 25 <sup>th</sup> (or the business day before or after, whichever is closest)
Day after Christmas Day	December 26 <sup>th</sup> (or the business day before or after, whichever is closest)

### **VIII. INSURANCE**

Agency shall carry at least \$1,000,000.00 comprehensive general or professional liability insurance providing single limit coverage, with no interruption of coverage during the entire term of this Contract. Agency further agrees that in the event that its comprehensive general or professional liability policy is maintained on a "claims made" basis, and in the event that this Contract is terminated, Agency shall continue such policy in effect for the period of any statute or statutes of limitation applicable to claims thereby insured, notwithstanding the termination of this Contract. Agency's insurance coverage shall be primary and no contribution from County to payment of any claim made thereupon shall be required. Agency shall provide County with a certificate of insurance evidencing such coverage, and shall provide thirty (30) days' notice of cancellation or non-renewal to County. Cancellation or non-renewal of insurance shall be cause for termination of this Contract.

Agency shall maintain, for the duration of this Contract, statutory workers' compensation insurance and statutory employer's liability insurance as required by law.

Failure to produce or maintain valid certificates of insurance as provided herein shall be cause for termination of this Contract.

#### ***IX. ENTIRE CONTRACT***

This Contract contains the entire contract between the County and the Agency with respect to the subject matter thereof, and supersedes all prior written or oral contracts between the parties. No representation, promises, understandings, contracts, or otherwise, not herein contained shall be of any force or effect.

#### ***X. MODIFICATION OR AMENDMENT***

No modification or amendment of any provisions of this Contract shall be effective unless made by a written instrument, duly executed by the party to be bound thereby, which refers specifically to this Contract and states that an amendment or modification is being made in the respects as set forth in such amendment.

#### ***XI. CONSTRUCTION***

Should any administrative or judicial officer or tribunal of competent jurisdiction deem any portion of this Contract unenforceable, the balance of this Contract shall remain in full force and effect unless revised or terminated pursuant to any other section of this Contract.

#### ***XII. WAIVER***

No waiver by either party of any breach of any provision of this Contract shall be deemed to be a further or continuing waiver of any breach of any other provision of this Contract. The failure of either party at any time or times to require performance of any provision of this Contract shall in no manner affect such party's right to enforce the same at a later time.

#### ***XIII. ASSIGNMENT, SUCCESSORS, AND ASSIGNS***

Other than as provided herein, neither party shall assign any of its rights or delegate any of its duties under this Contract without written consent of the other. Subject to the above provision, this Contract shall be binding on the successors and assigns of the parties.

#### ***XIV. HEADINGS***

Paragraph headings in this Contract are for the purposes of convenience and identification and shall not be used to interpret or construe this Contract.

#### ***XV. NOTICES***

All notices required to be given herein shall be in writing and shall be sent by certified mail, return receipt requested, to the following respective addresses:

TO: Warren County Commissioners  
Attention: Warren County Sheriff's Office

406 Justice Drive  
Lebanon, OH 45036  
Phone Number: 513/695-1250

TO: Angela Johnsen MSW, LISW-S  
Solutions Community Counseling and Recovery Centers  
204 Cook Road  
Lebanon, OH 45036-8336  
Phone Number: 513/228-7800

**XVI. TERMINATION**


This Contract may be terminated at any time with or without cause by either party upon sixty (60) days written notice, effective when mailed by certified mail, return receipt requested, to the other party.

In the event the County, for reasons beyond its control, experiences a decrease in funding from any source, the County, at its discretion, may reduce the rate of compensation after first giving thirty (30) days written notice to the Agency of such reduction. Such a reduction shall be made by amendment as agreed by the parties and incorporated by reference herein. If the parties are unable to agree to the reduction in the rate of compensation, this Contract may be terminated following the aforementioned thirty (30) days written notice.


IN WITNESS WHEREOF, the parties hereto have executed this Contract by their duly authorized representatives on the dates shown below.

This Contract is entered into by Resolution No. 19-1002 of the Warren County Board of Commissioners dated 7/30/19, on behalf of the Warren County Sheriff's Office.

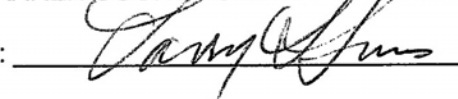
WARREN COUNTY BOARD OF COMMISSIONERS

By:  7/30/19  
Date

SOLUTIONS COMMUNITY COUNSELING AND RECOVERY CENTERS

By:  6-20-19  
Date

WARREN COUNTY SHERIFF'S OFFICE

By:  6-24-19  
Date

Approved as to Form

 6/14/14

Assistant Prosecuting Attorney

AFFIDAVIT OF NON COLLUSION

STATE OF Ohio  
COUNTY OF Warren

I, Angela Johnson, holding the title and position of CEO at the firm Solutions CRC, affirm that I am authorized to speak on behalf of the company, board directors and owners in setting the price on the contract, bid or proposal. I understand that any misstatements in the following information will be treated as fraudulent concealment of true facts on the submission of the contract, bid or proposal.

I hereby swear and depose that the following statements are true and factual to the best of my knowledge:

The contract, bid or proposal is genuine and not made on the behalf of any other person, company or client, INCLUDING ANY MEMBER OF THE WARREN COUNTY BOARD OF COMMISSIONERS.

The price of the contract, bid or proposal was determined independent of outside consultation and was not influenced by other companies, clients or contractors, INCLUDING ANY MEMBER OF THE WARREN COUNTY BOARD OF COMMISSIONERS.

No companies, clients or contractors, INCLUDING ANY MEMBER OF THE WARREN COUNTY BOARD OF COMMISSIONERS have been solicited to propose a fake contract, bid or proposal for comparative purposes.

No companies, clients or contractors, INCLUDING ANY MEMBER OF THE WARREN COUNTY BOARD OF COMMISSIONERS have been solicited to refrain from bidding or to submit any form of noncompetitive bidding.

Relative to sealed bids, the price of the bid or proposal has not been disclosed to any client, company or contractor, INCLUDING ANY MEMBER OF THE WARREN COUNTY BOARD OF COMMISSIONERS, and will not be disclosed until the formal bid/proposal opening date.

Angela Johnson  
AFFIANT

Subscribed and sworn to before me this 19<sup>th</sup> day of July 20 19

Andrus K. Bauman  
(Notary Public),

Warren County.

My commission expires May 29, 20 22



# Resolution

Number 19-1003

Adopted Date July 30, 2019

APPROVE AND ENTER INTO CONTRACT WITH COMMUNITY MENTAL HEALTH CENTERS OF WARREN COUNTY, INC., DBA SOLUTIONS COMMUNITY COUNSELING AND RECOVERY CENTERS ON BEHALF OF THE WARREN COUNTY JAIL REGARDING A CORRECTIONS THERAPIST

BE IT RESOLVED, to approve and enter into contract with Community Mental Health Centers of Warren County, Inc., DBA Solutions Community Counseling and Recovery Centers, 204 Cook Road, Lebanon, Ohio 45036-8336 for a corrections therapist for the Warren County Jail. Copy of agreement attached hereto and made a part hereof; and

BE IT FURTHER RESOLVED, that his contract shall remain in full force and effect for a term of two (2) years beginning on July 1, 2019 and ending on June 30, 2021.

Mr. Grossmann moved for adoption of the foregoing resolution being seconded by Mr. Young. Upon call of the roll, the following vote resulted:

Mrs. Jones – yea

Mr. Young – yea

Mr. Grossmann – yea

Resolution adopted this 30<sup>th</sup> day of July 2019.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: c/a—Community Mental Health Centers of Warren County, Inc.  
dba – Solutions Community Counseling and Recovery Centers  
Sheriff (file)

## **CONTRACT FOR BEHAVIORAL HEALTH SERVICES: Corrections Therapist**

This Contract is made this 1<sup>st</sup> day of July, 2019, between the Warren County Board of Commissioners, on behalf of the Warren County Sheriff's Office, hereinafter collectively referred to as "the County," with its office located at 406 Justice Drive, Lebanon, Ohio 45036, and Community Mental Health Centers of Warren County, Inc., DBA Solutions Community Counseling and Recovery Centers, hereinafter referred to as "the Agency," with its office located at 204 Cook Road, Lebanon, Ohio 45036-8336. The following circumstances are present at the time of this Contract.

WHEREAS, this Agreement is for the provision of mental health services including assessment, individual and group for inmates at the Warren County Jail. The objective of this Contract is to assist individuals with mental health or substance use crises to maintain or resume community functioning. These services are to be available eight (8) hours per day, five (5) days per week.

NOW, THEREFORE, it is agreed that:

### ***I. DUTIES OF THE COUNTY***

The County will provide sufficient confidential space in the Warren County Jail for the purpose of conducting evaluations, assessments and counseling by the Agency, its employees and subcontractors. In addition, business related items like furniture, internet, phone, computer, printer and supplies, IT support, jail radio, and man down alarm will be provided. Annual and routine trainings will be provided free of charge.

All clinical documentation will be maintained by the County in a secure and confidential manner to protect the PHI included in the documentation. Access to the official record will be granted to the Agency.

### ***II. DUTIES OF THE AGENCY***

The Agency will, for the duration of this contract, provide a full time, appropriately credentialed/licensed Correction Therapist who will:

- Provide mental health services (case management, diagnostic assessments, referral and case coordination)
- Provide individual and group therapy as appropriate

All clinical contacts will be document in accordance with prevailing practices and standards in the field for this setting. A duplicate copy of the records will be maintained by the Agency for the purpose of auditing and managing ongoing client care. The Agency will maintain additional information in their electronic health record and will maintain the documentation in a secure and confidential manner as required by certification and licensing standards.

### ***III. LENGTH OF CONTRACT***

This Contract shall become effective **July 1, 2019**, and shall remain in force and effect through **June 30, 2021**, unless terminated as provided herein.

**IV. POLICY ON NON-DISCRIMINATION**

The Agency and its staff will act in a nondiscriminatory manner both as an employer and as a service provider and will not discriminate with regard to race, color, national origin, religion, age, sex or handicap.

**V. GOVERNING LAW AND VENUE**

This Contract shall be construed in accordance with, and the legal relations between the parties shall be governed by, the laws of the State of Ohio as applicable to contracts executed and fully performed in the State of Ohio. The venue for any disputes arising under this Contract shall be Warren County, Ohio.

**VI. PARTIES**

Whenever the terms “the County” and “the Agency” are used herein, these terms shall include without exception the employees, agents, successors, assigns, and/or authorized representatives of the County and the Agency.

**VII. COMPENSATION**

The cost of the Contract for Fiscal Year 2020 (July 1, 2019, through June 30, 2020) and Fiscal Year 2021 (July 1, 2020, through June 30, 2021) is summarized in the following Table:

Fiscal Year	Maximum Annual Contract Cost
2020	\$74,880
2021	\$76,378

This annual amount covers up to 40 hours of coverage each week. These duties are non-essential so coverage will not be provided in the absence of the regular designated staff person. In the event of a vacancy if duties are covered the Agency will be reimbursed on an hourly basis.

The Agency shall provide the County with a comprehensive monthly summary of hours worked. This summary shall be forwarded to the Jail Administrator for review and comparison.

The Agency shall submit to the County on the first day of every month for the preceding month, an invoice for hours worked at the appropriate rate. Payment will be made within thirty (30) days after receipt of a proper invoice by the County.

The Agency may bill for the following holidays as if regular hours worked:

New Year's Day	January 1 (or the business day before or after, whichever is closest)
Martin Luther King Day	Third Monday in January



Memorial Day	Last Monday in May
Independence Day	July 4 <sup>th</sup> (or the business day before or after, whichever is closest)
Labor Day	First Monday in September
Thanksgiving Day	Fourth Thursday in November
Day after Thanksgiving Day	Friday following the Fourth Thursday in November
Christmas Day	December 25 <sup>th</sup> (or the business day before or after, whichever is closest)
Day after Christmas Day	December 26 <sup>th</sup> (or the business day before or after, whichever is closest)

### ***VIII. INSURANCE***

Agency shall carry at least \$1,000,000.00 comprehensive general or professional liability insurance providing single limit coverage, with no interruption of coverage during the entire term of this Contract. Agency further agrees that in the event that its comprehensive general or professional liability policy is maintained on a "claims made" basis, and in the event that this Contract is terminated, Agency shall continue such policy in effect for the period of any statute or statutes of limitation applicable to claims thereby insured, notwithstanding the termination of this Contract. Agency's insurance coverage shall be primary and no contribution from County to payment of any claim made thereupon shall be required. Agency shall provide County with a certificate of insurance evidencing such coverage, and shall provide thirty (30) days' notice of cancellation or non-renewal to County. Cancellation or non-renewal of insurance shall be cause for termination of this Contract.

Agency shall maintain, for the duration of this Contract, statutory workers' compensation insurance and statutory employer's liability insurance as required by law.

Failure to produce or maintain valid certificates of insurance as provided herein shall be cause for termination of this Contract.

### ***IX. ENTIRE CONTRACT***

This Contract contains the entire contract between the County and the Agency with respect to the subject matter thereof, and supersedes all prior written or oral contracts between the parties. No representation, promises, understandings, contracts, or otherwise, not herein contained shall be of any force or effect.

### ***X. MODIFICATION OR AMENDMENT***

No modification or amendment of any provisions of this Contract shall be effective unless made by a written instrument, duly executed by the party to be bound thereby, which refers specifically to this Contract and states that an amendment or modification is being made in the respects as set forth in such amendment.

### ***XI. CONSTRUCTION***

Should any administrative or judicial officer or tribunal of competent jurisdiction deem any portion of this Contract unenforceable, the balance of this Contract shall remain in full force and effect unless revised or terminated pursuant to any other section of this Contract.

**XII. WAIVER**

No waiver by either party of any breach of any provision of this Contract shall be deemed to be a further or continuing waiver of any breach of any other provision of this Contract. The failure of either party at any time or times to require performance of any provision of this Contract shall in no manner affect such party's right to enforce the same at a later time.

**XIII. ASSIGNMENT, SUCCESSORS, AND ASSIGNS**

Other than as provided herein, neither party shall assign any of its rights or delegate any of its duties under this Contract without written consent of the other. Subject to the above provision, this Contract shall be binding on the successors and assigns of the parties.

**XIV. HEADINGS**

Paragraph headings in this Contract are for the purposes of convenience and identification and shall not be used to interpret or construe this Contract.

**XV. NOTICES**

All notices required to be given herein shall be in writing and shall be sent by certified mail, return receipt requested, to the following respective addresses:

TO: Warren County Commissioners  
Attention: Warren County Sheriff's Office  
406 Justice Drive  
Lebanon, OH 45036  
Phone Number: 513/695-1250

TO: Angela Johnsen MSW, LISW-S  
Solutions Community Counseling and Recovery Centers  
204 Cook Road  
Lebanon, OH 45036-8336  
Phone Number: 513/228-7800

**XVI. TERMINATION**

This Contract may be terminated at any time with or without cause by either party upon ~~sixty~~ (60) days written notice, effective when mailed by certified mail, return receipt requested, to the other party.

In the event the County, for reasons beyond its control, experiences a decrease in funding from any source, the County, at its discretion, may reduce the rate of compensation after first giving thirty (30) days written notice to the Agency of such reduction. Such a reduction shall be made by amendment as agreed by the parties and incorporated by reference herein. If the parties are unable to agree to the reduction in the rate of compensation, this Contract may be terminated following the aforementioned thirty (30) days written notice.


IN WITNESS WHEREOF, the parties hereto have executed this Contract by their duly authorized representatives on the dates shown below.

This Contract is entered into by Resolution No. 19-1003 of the Warren County Board of Commissioners dated 7/30/19, on behalf of the Warren County Sheriff's Office.

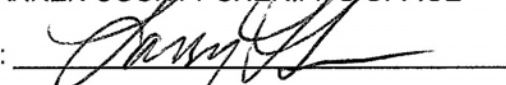
WARREN COUNTY BOARD OF COMMISSIONERS

By:  7/30/19  
Date

SOLUTIONS COMMUNITY COUNSELING AND RECOVERY CENTERS

By:  6-20-19  
Date

WARREN COUNTY SHERIFF'S OFFICE

By:  6-24-19  
Date

Approved as to Form

 6/14/19  
Assistant Prosecuting Attorney

AFFIDAVIT OF NON COLLUSION

STATE OF Ohio  
COUNTY OF Warren

I, Angela Johnson, holding the title and position of CEO at the firm Solutions CCRC, affirm that I am authorized to speak on behalf of the company, board directors and owners in setting the price on the contract, bid or proposal. I understand that any misstatements in the following information will be treated as fraudulent concealment of true facts on the submission of the contract, bid or proposal.

I hereby swear and depose that the following statements are true and factual to the best of my knowledge:

The contract, bid or proposal is genuine and not made on the behalf of any other person, company or client, INCLUDING ANY MEMBER OF THE WARREN COUNTY BOARD OF COMMISSIONERS.

The price of the contract, bid or proposal was determined independent of outside consultation and was not influenced by other companies, clients or contractors, INCLUDING ANY MEMBER OF THE WARREN COUNTY BOARD OF COMMISSIONERS.

No companies, clients or contractors, INCLUDING ANY MEMBER OF THE WARREN COUNTY BOARD OF COMMISSIONERS have been solicited to propose a fake contract, bid or proposal for comparative purposes.

No companies, clients or contractors, INCLUDING ANY MEMBER OF THE WARREN COUNTY BOARD OF COMMISSIONERS have been solicited to refrain from bidding or to submit any form of noncompetitive bidding.

Relative to sealed bids, the price of the bid or proposal has not been disclosed to any client, company or contractor, INCLUDING ANY MEMBER OF THE WARREN COUNTY BOARD OF COMMISSIONERS, and will not be disclosed until the formal bid/proposal opening date.

Angela Johnson  
AFFIANT

Subscribed and sworn to before me this 19th day of July 20 19

Andrew K. Bauman  
(Notary Public),

Warren County.

My commission expires May 29, 20 22

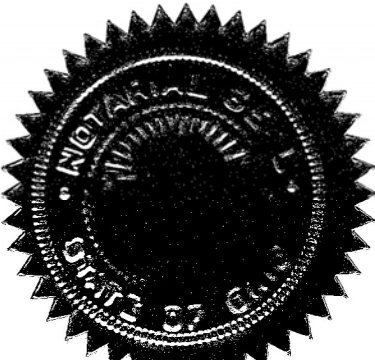


EXHIBIT G

<i>Item</i>	<i>2014</i>	<i>2015</i>	<i>2016</i>	<i>2017</i>
Dental Contract	\$ 21,190.00	\$ 27,894.72	\$ 21,680.00	\$ 23,665.00
Medical Contract	\$ 562,601.63	\$ 605,778.55	\$ 620,440.70	\$ 634,436.40
Mental Health	\$ 43,702.73	\$ 41,979.28	\$ 54,697.18	\$ 53,855.60
Misc. Medical	\$ 177,203.79	\$ 57,535.01	\$ 159,270.00	\$ 166,995.28
Pharmacy	\$ 68,301.24	\$ 61,750.53	\$ 99,880.41	\$ 107,566.99

<i>2018</i>	<i>2019</i>	<i>2020</i>
\$ 28,235.00	\$ 20,235.00	\$ 16,042.00
\$ 682,801.20	\$ 812,340.27	\$ 780,817.26
\$ 38,024.72	\$ 105,088.69	\$ 175,218.04
\$ 98,310.23	\$ 101,622.28	\$ 58,738.06
\$ 74,034.09	\$ 56,764.02	\$ 153,293.38





**Office Includes:**

- 78x24 Main Desk with Grommet & Box/Box/File Storage (Locking)
  - \*Worksurface size varies at ends 72"W & 81"W, & Corner Surfaces\*
  - Includes 36x108 Storage island with (3) 2-Drawer Lateral Files & (3) Double-Door Cabinets with (1) Adjustable interior shelf
  - Desk Supports & Storage are Painted Steel
  - All Storage in this area is locking
  - Panels are painted steel trim with Grade 10 Panel Fabric, Typical
- \$1,752 ea. x 5 = \$8,760 TOTAL**

**\*Seating NOT Included\***



Folkstone Gray  
Painted Supports  
& Storage, Panel  
Trim



Graphite Pear  
Laminate Surfaces



Messa Mica Panel  
Fabric





# MEDICAL – MENTAL HEALTH OFFICE



**Office Includes:**

- 78x24 Main Desk with Grommet & Box/Box/File Storage (Locking)
- 24x51 Return includes File/File Storage (Locking) & Grommet
- Includes (1) 3-High Shelf At Center, 78"W
- Desk Supports & Storage are Painted Steel

**\$1,290 ea. X 4 = \$5,160 TOTAL**

**\*Seating & Monitor Arms NOT Included\***





# MEDICAL – TYPICAL OFFICE



### Office Includes:

- 30x69 Main Desk with Modesty Panel & Open Leg Supports
- 24x54 Return includes Box/Box/File Storage, Locking
- \*One desk has modified return 24x30 due to access closet in the room\*
- Surfaces are Laminate
- Desk Supports & Storage are Painted Steel
- Includes (1) 3-Drawer 36"W Lateral File Each, Locking

**\$1,837 ea. X 4 = \$7,348 TOTAL**

**\*Seating & Monitor Arms NOT Included\***



Folkstone Gray  
Painted Supports  
& Storage



Graphite Pear  
Laminate Surfaces

# MEDICAL – TELEMED



- Office Includes:**
- 36x72 Y-Leg Table
  - Surfaces are Laminate
  - Desk Supports are Painted Steel
- \$650 TOTAL**

**\*Seating NOT Included\***



Folkstone Gray  
Painted Supports



Graphite Pear  
Laminate Surfaces





FACILITY NAME: Warren County Jail

Health Services Statistical Report	Average	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Totals YTD
AVERAGE DAILY POPULATION	244	301	301	238	133	161	247	273	250	254	235	274	262	2929
<b>MEDICAL</b>														
SECURITY BOOKINGS	328.8	301	364	294	190	234	501	453	256	243	388	373	348	3945
INTAKE SCREENING BY CCS	207.3	315	245	202	111	226	251	311	140	137	231	182	136	2487
SICK CALL - NURSES	260.8	295	228	190	98	65	317	397	362	309	262	312	295	3130
SICK CALL - BEHAVIORAL HEALTH	19.4	1	1	4	10	8	22	30	30	25	22	44	36	233
SICK CALL - PROVIDER	47.3	67	44	59	38	29	42	35	55	49	51	42	57	568
SICK CALL - TOTAL ENCOUNTERS	327.6	363	273	253	146	102	381	462	447	383	335	398	388	3931
SICK CALL - MEDICAL REFERRALS REC'D	531.1	591	645	487	286	324	582	642	600	510	481	603	622	6373
EMERGENCY RESPONSE - ON-SITE	2.1	1	3	2	2	1	3	2	3	1	2	3	2	25
NURSE CONTACTS - TREATMENTS & MONITORING	67.4	77	72	67	44	38	85	70	90	71	69	67	59	809
HEALTH ASSESSMENTS	116.6	151	135	145	63	76	135	83	0	119	136	200	156	1399
ANNUAL HEALTH ASSESSMENTS COMPLETED	0.4	0	0	1	0	3	0	1	0	0	0	0	0	5
# OF INMATES INCARCERATED >12 MONTHS	0.4	0	0	1	0	3	0	1	0	0	0	0	0	5
X-RAYS (NON-TB RELATED) ON-SITE	9.8	13	10	8	12	7	4	9	4	10	17	10	13	117
EKGs	6.9	8	7	9	6	8	5	4	6	3	8	11	8	83
<b>MENTAL HEALTH</b>														
NEW PATIENT VISITS	12.9	13	13	14	12	14	15	7	10	13	15	17	12	155
FOLLOW UP VISITS	14.4	15	8	17	14	18	14	17	18	19	10	10	13	173
PSYCHIATRIC PROVIDER	27.3	28	21	31	26	32	29	24	28	32	25	27	25	328
BEHAVIORAL HEALTH PROVIDERS														
12 DAY	174.4	211	220	86	36	97	140	232	219	157	220	267	208	2093
CRISIS CONTACTS	63.3	51	40	38	19	53	62	71	83	86	88	99	69	759
SEGREGATION ROUNDS	74.9	85	92	57	39	68	49	84	73	105	87	99	61	899
INDIVIDUAL THERAPY CONTACTS	20.0	10	12	8	8	8	6	6	12	11	37	72	50	240
GROUP THERAPY SESSIONS	6.8	24	24	12	0	0	22	0	0	0	0	0	0	82
# OF PTS IN GROUP THERAPY SESSIONS	76.3	292	280	156	0	0	187	0	0	0	0	0	0	915
SUICIDE WATCH														
# OF SUICIDE THREATS/IDEATIONS	16.3	8	8	6	2	9	15	40	19	22	22	25	19	195
# OF SUICIDAL GESTURES	0.6	1	1	0	0	1	1	0	1	0	1	1	0	7
# OF SUICIDE ATTEMPTS	0.3	1	0	0	0	0	0	1	0	0	0	1	0	3
# OF COMPLETED SUICIDES	0.0	0	0	0	0	0	0	0	0	0	0	0	0	0
TOTAL # OF DAYS FOR ALL SUICIDE WATCHES	22.6	46	27	4	2	2	11	22	32	34	34	34	23	271
TRANSFERS														
# OF PETITIONS FOR EMERGENCY TRANSFERS														
# OF PATIENTS CIVILLY COMMITTED														
CRITICAL CLINICAL EVENTS														
# OF THERAPEUTIC RESTRAINT EPISODES														
# OF EMERGENCY MEDICATION EPISODES														
# OF PATIENTS ON INVOLUNTARY MEDICATION														
BEHAVIORAL HEALTH DATA														
# OF PATIENTS ON SPECIAL NEEDS LIST														
# OF BH SICK CALL REQUESTS/REFERRALS	221.4	239	291	183	76	104	224	289	217	222	175	284	353	2657
<b>DENTAL</b>														
DENTAL EXAMS	2.8	1		0	0	0	6	0	5	4	0	5	10	31
DENTAL SICK CALL / SCREENS	0.1	0		0	0	0	0	0	1	0	0	0	0	1
EXTRACTIONS	6.4	15		0	0	0	18	12	6	5	0	10	4	70
REFUSALS	1.8	5		0	0	0	2	2	5	5	0	1	0	20
TEMPORARY FILLINGS	0.1	1		0	0	0	0	0	0	0	0	0	0	1
OFF-SITE DENTAL REFERRALS	0.3	0	2	0	0	0	0	0	0	1	0	0	0	3
OTHER SERVICES NOT LISTED	0.4	1	0	0	0	0	1	0	0	0	0	2	1	5
<b>OFF-SITE SERVICES</b>														

FACILITY NAME: **Warren County Jail**

Health Services Statistical Report	Average	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Totals YTD
EMERGENCY ROOM VISITS	4.4	6	13	5	3	4	4	6	2	1	6	0	3	53
COUNTY	0.0	0	0	0	0	0	0	0	0	0	0	0	0	0
FEDERAL/ICE														
AMBULANCE TRANSPORTS to ER	3.1	3	10	4	2	3	2	5	1	0	5	0	2	37
COUNTY	0.0	0	0	0	0	0	0	0	0	0	0	0	0	0
FEDERAL/ICE														
JAIL TRANSPORTS to ER	1.4	3	3	1	1	1	2	1	1	1	1	0	2	17
COUNTY	0.0	0	0	0	0	0	0	0	0	0	0	0	0	0
FEDERAL/ICE														
HOSPITAL ADMISSIONS	0.4	0	2	0	0	0	1	1	0	0	0	0	1	5
COUNTY	0.0	0	0	0	0	0	0	0	0	0	0	0	0	0
FEDERAL/ICE														
HOSPITAL DAYS	0.8	0	5	0	0	0	1	1	1	0	0	0	1	9
COUNTY	0.0	0	0	0	0	0	0	0	0	0	0	0	0	0
FEDERAL/ICE														
AVERAGE LENGTH OF STAY	0.8	0	5	0	0	0	1	1	1	0	0	0	1	9
ON-SITE SPECIALTY CONSULTATIONS	0.0	0	0	0	0	0	0	0	0	0	0	0	0	0
OFF-SITE SPECIALTY CONSULTS	3.5	1	2	4	0	0	3	6	8	3	3	6	6	42
COUNTY	0.0	0	0	0	0	0	0	0	0	0	0	0	0	0
FEDERAL/ICE														
ONE DAY SURGERIES	0.4	0	0	1	0	1	0	0	1	0	1	1	0	5
COUNTY	0.0	0	0	0	0	0	0	0	0	0	0	0	0	0
FEDERAL/ICE														
OFF-SITE RADIOLOGY	0.0	0	0	0	0	0	0	0	0	0	0	0	1	1
DEATHS ON-SITE	0.0	0	0	0	0	0	0	0	0	0	0	0	0	0
DEATH IN CUSTODY	0.1	0	1	0	0	0	0	0	0	0	0	0	0	1
<b>PHARMACEUTICALS</b>														
TOTAL I/MS ON MEDS	283.4	345	328	278	165	314	543	478	370	295	291	299	283	3989
TOTAL I/MS ON MEDICAL MEDS	234.3	233	225	183	99	242	443	367	262	193	183	202	180	2812
TOTAL I/MS ON PSYCHOTROPIC MEDS	98.1	112	103	95	66	72	100	111	108	102	108	97	103	1177
TOTAL I/MS NONFORMULARY MEDS	42.0	61	48	35	26	28	43	55	43	28	48	50	39	504
<b>CHRONIC CARE</b>														
ASTHMA/COPD	0.9	0	0	0	0	3	2	1	0	0	1	3	1	11
DIABETICS	1.2	1	2	1	0	0	2	2	0	0	2	3	1	14
DIALYSIS	0.0	0	0	0	0	0	0	0	0	0	0	0	0	0
HIV	0.3	0	1	0	0	0	1	0	1	0	0	1	0	4
PREGNANCY	0.0	0	0	0	0	0	0	0	0	0	0	0	0	0
HYPERTENSION / CARDIOVASCULAR	4.3	5	5	6	5	1	4	2	0	6	3	8	7	52
SEIZURE DISORDERS	0.7	0	0	2	0	0	1	1	0	2	0	2	0	8
THYROID	0.0	0	0	0	0	0	0	0	0	0	0	0	0	0
TUBERCULOSIS	0.0	0	0	0	0	0	0	0	0	0	0	0	0	0
OTHER	0.0	0	0	0	0	0	0	0	0	0	0	0	0	0
<b>INFECTIOUS DISEASE CONTROL</b>														
PPDs PLANTED	110.6	141	127	135	66	78	125	77	0	110	127	190	151	1327
PPDs READ	92.6	125	94	115	60	71	91	77	0	94	112	156	116	1111
POSITIVE PPDs	1.0	0	2	2	2	0	3	0	0	2	0	1	0	12
TB RELATED CHEST X-RAYS	2.2	3	3	3	2	2	4	2	2	3	1	1	0	26
ACTIVE TB	0.0	0	0	0	0	0	0	0	0	0	0	0	0	0
HIV TEST	0.1	0	0	1	0	0	0	0	0	0	0	0	0	1
POSITIVE HIV	0.0	0	0	0	0	0	0	0	0	0	0	0	0	0
# OF POSITIVE HIV INMATES	1.8	1	0	1	0	2	3	2	3	3	3	2	2	22
HEPATITIS A	0.0	0	0	0	0	0	0	0	0	0	0	0	0	0
HEPATITIS B	2.1	1	2	0	0	1	3	2	4	2	5	2	3	25
HEPATITIS C	70.7	97	68	57	35	58	89	78	69	41	79	84	93	848
CHLAMYDIA	0.0	0	0	0	0	0	0	0	0	0	0	0	0	0
GONORRHEA	0.0	0	0	0	0	0	0	0	0	0	0	0	0	0
SYPHILIS	0.0	0	0	0	0	0	0	0	0	0	0	0	0	0
OTHER STD	1.2	1	0	1	0	1	2	1	2	1	2	1	2	14
PEDICULOSIS	0.0	0	0	0	0	0	0	0	0	0	0	0	0	0
SCABIES	0.0	0	0	0	0	0	0	0	0	0	0	0	0	0
MRSA CONFIRMED	0.1	0	0	0	0	0	0	0	0	0	1	0	0	1



FACILITY NAME: **Warren County Jail**

Health Services Statistical Report	Average	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Totals YTD
CONFIRMED MRSA TREATED	0.1	0	0	0	0	0	0	0	0	0	1	0	0	1
SUSPECTED MRSA TREATED	0.1	0	0	0	0	0	0	0	0	0	1	0	0	1
<b>GRIEVANCES</b>														
INMATES WITH GRIEVANCES	4.3	8	5	4	1	2	6	7	5	1	0	6	7	52
DISSATISFIED WITH MEDICAL CARE	2.6	5	2	1	1	2	3	6	2	0	0	3	6	31
DISSATISFIED WITH DENTAL CARE	0.2	0	0	0	0	0	0	0	2	0	0	0	0	2
DISSATISFIED WITH MENTAL HEALTH CARE	0.1	0	0	0	0	0	0	0	0	0	0	1	0	1
DISSATISFIED WITH STAFF CONDUCT	0.3	0	1	1	0	0	1	1	0	0	0	0	0	4
DISSATISFIED WITH DELAY IN HEALTHCARE	0.1	0	0	0	0	0	0	0	0	1	0	0	0	1
PROBLEMS WITH MEDS	0.8	3	1	2	0	0	2	0	1	0	0	0	1	10
REQUEST TO BE SEEN	0.0	0	0	0	0	0	0	0	0	0	0	0	0	0
OTHER	0.3	0	1	0	0	0	0	0	0	0	0	2	0	3

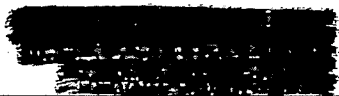
FACILITY NAME:

Health Services Statistical Report	Average	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Totals YTD												
AVERAGE DAILY POPULATION	299.4	301	297	296	298	300	297	299	309	301	300	302	293	3593												
<b>MEDICAL</b>																										
SECURITY BOOKINGS	401.2	395	358	471	434	459	425	397	392	369	426	350	338	4814												
INTAKE SCREENING BY CCS	251.4	245	248	315	278	305	248	247	227	224	251	227	202	3017												
SICK CALL - NURSES	349.3	228	295	361	292	356	322	426	378	329	429	362	414	4192												
SICK CALL - BEHAVIORAL HEALTH	9.5	13	20	3	4	0	8	39	16	6	0	5	0	114												
SICK CALL - PROVIDER	59.9	64	66	43	44	77	59	68	83	65	39	64	47	719												
SICK CALL - TOTAL ENCOUNTERS	418.8	305	381	407	340	433	389	533	477	400	468	431	461	5025												
SICK CALL - MEDICAL REFERRALS REC'D	628.4	629	540	603	581	642	622	730	616	581	701	629	667	7541												
EMERGENCY RESPONSE - ON-SITE	3.4	4	4	3	3	1	2	4	3	5	4	5	3	41												
NURSE CONTACTS - TREATMENTS & MONIT	76.8	77	72	82	67	97	82	67	57	55	89	99	78	922												
HEALTH ASSESSMENTS	150.9	134	184	148	143	145	152	170	143	151	146	147	148	1811												
ANNUAL HEALTH ASSESSMENTS COMPLETE	0.1	0	0	0	0	0	0	1	0	0	0	0	0	1												
# OF INMATES INCARCERATED >12 MONTHS	0.1	0	0	0	0	0	1	0	0	0	0	0	0	1												
X-RAYS (NON-TB RELATED) ON-SITE	8.8	7	13	11	9	8	7	8	12	7	11	4	9	106												
EKGs	7.9	8	10	11	5	9	6	6	5	5	10	8	12	95												
<b>MENTAL HEALTH</b>																										
PSYCHIATRIC PROVIDER																										
NEW PATIENT VISITS	13.8	18	12	7	14	12	13	15	18	15	13	8	20	165												
FOLLOW UP VISITS	15.3	22	15	17	19	21	8	14	12	12	18	18	8	184												
PSYCHIATRIC NURSE VISITS	0.0																									
BEHAVIORAL HEALTH PROVIDERS																										
12 DAY	206.7	189	200	241	211	257	138	175	224	190	228	224	203	2480												
CRISIS CONTACTS	136.9	127	139	199	130	138	125	95	95	170	177	120	128	1643												
SEGREGATION ROUNDS	107.4	138	112	118	104	128	98	92	114	112	119	58	96	1289												
INDIVIDUAL THERAPY CONTACTS	31.8	18	57	46	29	26	35	32	23	37	26	35	18	382												
GROUP THERAPY SESSIONS	23.3	21	18	24	22	27	17	21	29	24	26	27	23	279												
# OF PTS IN GROUP THERAPY SESSIONS	283.0	228	163	231	232	301	198	261	401	360	347	362	312	3396												
SUICIDE WATCH																										
# OF SUICIDE THREATS/IDEATIONS	0.0	1	5	0	6	1	6	3	6	1	6	4	1	0	4	2	3	0	1	0	2	0	3	0	2	43
# OF SUICIDAL GESTURES	0.5	0	3	0	0	0	0	2	0	0	1	0	0	0	6											
# OF SUICIDE ATTEMPTS	0.2	0	0	0	0	0	0	0	1	1	0	0	0	0												
# OF COMPLETED SUICIDES	0.0	0	0	0	0	0	0	0	0	0	0	0	0	0												
TOTAL # OF DAYS FOR ALL SUICIDE WATCH	31.3	39	37	41	33	15	22	30	23	41	29	34	32	376												
TRANSFERS																										
# OF PETITIONS FOR EMERGENCY TRANSFER	0.0	0	0	0	0	0	0	0	0	0	0	0	0	0												
# OF PATIENTS CIVILLY COMMITTED	0.0	0	0	0	0	0	0	0	0	0	0	0	0	0												
CRITICAL CLINICAL EVENTS																										
# OF THERAPEUTIC RESTRAINT EPISODES	0.0																									
# OF EMERGENCY MEDICATION EPISODES	0.0	0	0	0	0	0	0	0	0	0	0	0	0	0												
# OF PATIENTS ON INVOLUNTARY MEDICATION	0.0	0	0	0	0	0	0	0	0	0	0	0	0	0												
BEHAVIORAL HEALTH DATA																										
# OF PATIENTS ON SPECIAL NEEDS LIST	0.0																									
# OF BH SICK CALL REQUESTS/REFERRALS	259.8	247	229	186	269	296	242	293	240	216	348	304	248	3118												
<b>DENTAL</b>																										
DENTAL EXAMS	15.8	10	0	23	21	20	14	18	22	19	11	15	17	190												
DENTAL SICK CALL / SCREENS	15.8	10	0	23	21	20	14	18	22	19	11	15	17	190												
EXTRACTIONS	6.6	8	0	9	8	7	4	6	7	8	8	6	8	79												
REFUSALS	3.9	6	0	5	4	5	1	3	3	4	6	6	4	47												
TEMPORARY FILLINGS	2.8	2	0	4	3	4	1	2	1	3	3	6	4	33												
OFF-SITE DENTAL REFERRALS	0.3	0	0	0	1	1	0	0	1	0	0	1	0	4												



FACILITY NAME:

Health Services Statistical Report	Average	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Totals YTD
OTHER SERVICES NOT LISTED	0.1	0	0	0	0	0	1	0	0	0	0	0	0	1
<b>OFF-SITE SERVICES</b>														
EMERGENCY ROOM VISITS	6.3	8	5	4	6	9	8	5	11	4	7	4	5	76
COUNTY	6.3	8	5	4	6	9	8	5	11	4	7	4	5	76
FEDERAL/ICE	0.0													0
AMBULANCE TRANSPORTS to ER	4.3	4	5	4	5	3	8	4	7	1	6	2	2	51
COUNTY	4.3	4	5	4	5	3	8	4	7	1	6	2	2	51
FEDERAL/ICE	0.0													0
JAIL TRANSPORTS to ER	2.1	4	0	0	1	6	0	1	4	3	1	2	3	25
COUNTY	2.1	4	0	0	1	6	0	1	4	3	1	2	3	25
FEDERAL/ICE	0.0													0
HOSPITAL ADMISSIONS	0.5	1	0	1	0	1	0	1	1	0	0	1	0	6
COUNTY	0.5	1	0	1	0	1	0	1	1	0	0	1	0	6
FEDERAL/ICE	0.0													0
HOSPITAL DAYS	0.6	2	0	1	0	1	0	1	1	0	0	1	0	7
COUNTY	0.6	2	0	1	0	1	0	1	1	0	0	1	0	7
FEDERAL/ICE	0.0													0
AVERAGE LENGTH OF STAY	0.6	2	0	1	0	1	0	1	1	0	0	1	0	7
ON-SITE SPECIALTY CONSULTATIONS	0.0	0	0	0	0	0	0	0	0	0	0	0	0	0
OFF-SITE SPECIALTY CONSULTS	4.4	0	2	0	6	6	7	8	5	3	8	6	2	53
COUNTY	4.4	0	2	0	6	6	7	8	5	3	8	6	2	53
FEDERAL/ICE	0.0													0
ONE DAY SURGERIES	0.0	0	0	0	0	0	0	0	0	0	0	0	0	0
COUNTY	0.0	0	0	0	0	0	0	0	0	0	0	0	0	0
FEDERAL/ICE	0.0													0
OFF-SITE RADIOLOGY	0.5	0	0	0	0	1	0	4	0	0	1	0	0	6
DEATHS ON-SITE	0.0	0	0	0	0	0	0	0	0	0	0	0	0	0
DEATH IN CUSTODY	0.0	0	0	0	0	0	0	0	0	0	0	0	0	0
<b>PHARMACEUTICALS</b>														
TOTAL I/Ms ON MEDS	345.9	358	328	369	347	355	366	360	324	302	367	331	344	4151
TOTAL I/Ms ON MEDICAL MEDS	236.0	241	210	241	236	248	261	250	227	204	250	232	232	2832
TOTAL I/M'S ON PSYCHOTROPIC MEDS	110.8	117	118	128	111	107	105	110	97	98	117	99	122	1329
TOTAL I/M'S NONFORMULARY MEDS	50.9	22	23	32	21	35	40	28	48	92	89	84	97	611
<b>CHRONIC CARE</b>														
ASTHMA/COPD	2.2	3	1	2	3	2	3	0	4	2	3	2	1	26
DIABETICS	2.0	1	1	1	1	3	3	2	3	0	1	7	1	24
DIALYSIS	0.0	0	0	0	0	0	0	0	0	0	0	0	0	0
HIV	0.5	0	1	0	0	0	0	0	1	0	0	3	1	6
PREGNANCY	0.0	0	0	0	0	0	0	0	0	0	0	0	0	0
HYPERTENSION / CARDIOVASCULAR	7.3	9	8	8	6	10	7	5	7	3	6	11	8	88
SEIZURE DISORDERS	1.7	3	3	2	2	1	2	1	2	0	0	4	0	20
THYROID	0.2	1	0	1	0	0	0	0	0	0	0	0	0	2
TUBERCULOSIS	0.0	0	0	0	0	0	0	0	0	0	0	0	0	0
OTHER	0.8	1	1	1	0	1	0	0	2	1	2	0	0	9
<b>INFECTIOUS DISEASE CONTROL</b>														
PPDs PLANTED	143.7	135	178	141	137	136	149	164	136	135	135	140	138	1724
PPDs READ	113.6	95	102	114	113	69	131	144	118	96	125	137	119	1363
POSITIVE PPDs	1.4	0	1	2	1	1	2	2	1	2	0	3	2	17
TB RELATED CHEST X-RAYS	3.3	1	4	5	3	5	2	2	1	5	4	4	3	39
ACTIVE TB	0.0	0	0	0	0	0	0	0	0	0	0	0	0	0
HIV TEST	0.2	0	0	0	0	0	0	0	0	1	0	1	0	2
POSITIVE HIV	0.6	1	1	2	1	1	0	0	0	1	0	0	0	7
# OF POSITIVE HIV INMATES	2.0	1	1	2	1	1	0	2	2	3	3	4	4	24
HEPATITIS A	4.7	4	12	12	11	7	4	2	4	0	0	0	0	56
HEPATITIS B	2.9	1	3	5	7	3	6	3	3	1	1	1	1	35
HEPATITIS C	87.1	89	97	78	61	101	100	111	86	94	88	79	61	1045
CHLAMYDIA	0.0	0	0	0	0	0	0	0	0	0	0	0	0	0



FACILITY NAME:

Health Services Statistical Report	Average	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Totals YTD
GONORRHEA	0.0	0	0	0	0	0	0	0	0	0	0	0	0	0
SYPHILIS	0.1	1	0	0	0	0	0	0	0	0	0	0	0	1
OTHER STD	1.9	2	4	2	4	2	1	1	3	3	0	1	0	23
PEDICULOSIS	0.0	0	0	0	0	0	0	0	0	0	0	0	0	0
SCABIES	0.0	0	0	0	0	0	0	0	0	0	0	0	0	0
MRSA CONFIRMED	0.1	0	0	0	0	0	0	0	1	0	0	0	0	1
CONFIRMED MRSA TREATED	0.2	0	0	0	0	1	0	0	1	0	0	0	0	2
SUSPECTED MRSA TREATED	0.2	0	0	0	0	1	0	0	1	0	0	0	0	2
<b>GRIEVANCES</b>														
INMATES WITH GRIEVANCES	3.6	5	3	3	6	3	1	0	7	5	6	1	3	43
DISSATISFIED WITH MEDICAL CARE	1.3	0	2	2	4	1	0	0	3	1	0	0	2	15
DISSATISFIED WITH DENTAL CARE	0.1	0	0	0	0	0	0	0	0	0	0	1	0	1
DISSATISFIED WITH MENTAL HEALTH CARE	0.0	0	0	0	0	0	0	0	0	0	0	0	0	0
DISSATISFIED WITH STAFF CONDUCT	0.3	0	0	0	2	0	0	1	0	0	0	0	0	3
DISSATISFIED WITH DELAY IN HEALTHCARE	0.0	0	0	0	0	0	0	0	0	0	0	0	0	0
PROBLEMS WITH MEDS	1.1	1	0	1	0	2	0	2	1	2	4	0	0	13
REQUEST TO BE SEEN	0.1	1	0	0	0	0	0	0	0	0	0	0	0	1
OTHER	1.1	3	1	0	0	0	1	0	3	2	2	0	1	13





FACILITY NAME:

WARREN



Health Services Statistical Report	Average	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Totals YTD
AVERAGE DAILY POPULATION	295.9	289	294	294	299	300	293	301	295	293	296	300	297	3551
<b>MEDICAL</b>														
SECURITY BOOKINGS	415.6	455	392	452	418	436	462	383	452	387	409	357	384	4987
INTAKE SCREENING BY CCS	234.9	251	226	258	264	236	266	218	228	217	220	201	234	2819
TRIPS TO PRE-BOOKING BY CCS	235.6	243	206	216	198	224	259	272	254	188	288	266	213	2827
SICK CALL - NURSES	326.2	245	185	247	372	400	391	409	278	235	422	401	329	3914
SICK CALL - PROVIDER	65.2	76	57	65	73	76	70	70	65	62	58	64	46	782
SICK CALL - TOTAL ENCOUNTERS	391.3	321	242	312	445	476	461	479	343	297	480	465	375	4696
SICK CALL - TOTAL REFERRALS RECEIVED	664.8	636	554	764	594	708	620	709	747	721	712	587	626	7978
EMERGENCY RESPONSE - ON-SITE	8.0	8	11	9	11	1	7	8	15	7	6	8	5	96
CALLS TO POD FOR MINOR ILLNESS	87.5	143	139	129	89	96	102	102	109	41	39	35	26	1050
NURSE CONTACTS - TREATMENTS & MONITORING	83.3	104	136	113	75	81	112	71	75	58	64	48	63	1000
NARCAN ADMINISTRATION	0.2	0	0	0	0	0	2	0	0	0	0	0	0	2
HEALTH ASSESSMENTS	156.2	154	133	184	149	189	161	198	133	132	176	111	154	1874
ANNUAL HEALTH ASSESSMENTS COMPLETED	0.3	0	1	0	0	0	0	0	1	1	0	0	0	3
# OF INMATES INCARCERATED >12 MONTHS	1.3	2	2	2	2	2	3	0	1	1	0	0	0	15
# OF INMATES ON COWS PROTOCOL	170.2	108	121	86	136	147	310	158	171	223	92	150	340	2042
# OF INMATES ON CIWA PROTOCOL	131.5	88	75	107	108	110	160	65	153	208	77	72	355	1578
PREGNANCY	2.3	2	6	3	2	2	2	2	2	1	2	2	2	28
X-RAYS (NON-TB RELATED) ON-SITE	11.0	7	3	14	9	10	9	13	23	16	11	7	10	132
EKGs	4.0	0	2	0	2	0	0	2	6	3	10	11	12	48
LABS	27.8	22	34	31	32	22	21	35	33	22	26	28	27	333
MEDICAL	21.1	11	24	18	18	13	16	26	31	22	23	26	25	253
VIVITROL	6.8	11	10	13	14	9	5	9	4	0	3	2	2	82
<b>MENTAL HEALTH</b>														
PSYCHIATRY														
SICK CALL-PSYCHIATRY PROVIDER	42.0	62	38	42	42	51	49	56	35	40	33	33	23	504
NEW PATIENT VISITS	22.6	35	27	25	22	27	23	33	16	19	19	18	7	271
FOLLOW UP VISITS	19.4	27	11	17	20	24	26	23	19	21	14	15	16	233
PSYCHIATRIC NURSE VISITS	0.0	0	0	0	0	0	0	0	0	0	0	0	0	0
MENTAL HEALTH PROVIDERS	0.0													
12 DAY	0.0	274	315	278	280	216	270	236	248	294	235	156	138	2940
CRISIS CONTACTS	0.0	289	383	386	435	356	357	372	397	456	391	351	234	4407
SEGREGATION ROUNDS	0.0	5	4	4	4	5	4	4	5	4	5	4	4	52
INDIVIDUAL THERAPY CONTACTS	0.0	18	19	15	2	0	0	4	33	14	0	0	0	105
GROUP THERAPY SESSIONS	0.0	99	72	154	24	0	0	79	194	165	224	264	243	1518
# OF PTS IN GROUP THERAPY SESSIONS	0.0	16	14	25	5	0	0	12	25	0	25	24	22	168
SELF-HARM														
# OF SUICIDE THREATS/IDEATIONS	3.3	2	0	4	2	0	1	8	11	0	3	1	8	40
# OF SUICIDAL GESTURES	0.4	1	0	0	0	0	1	0	0	1	1	0	1	5
# OF SUICIDE ATTEMPTS	1.7	0	1	2	2	3	3	2	3	0	1	2	1	20
# OF COMPLETED SUICIDES	0.1	0	0	0	0	0	0	1	0	0	0	0	0	1
# OF SUICIDE WATCH EVENTS	0.0													0
TOTAL # OF DAYS FOR ALL SUICIDE WATCHES	0.0													0
TRANSFER														
# OF PETITIONS FOR CIVIL COMMIT	0.0	0	0	0	0	0	0	0	0	0	0	0	0	0
# OF INMATES CIVILLY COMMITTED	0.0	0	0	0	0	0	0	0	0	0	0	0	0	0
SENTINEL EVENTS														
# OF THERAPEUTIC RESTRAINT EPISODES	13.6	22	24	6	11	17	23	11	12	5	4	13	15	163
# OF EMERGENCY MEDICATION EPISODES	1.0	2	3	1	1	1	2	0	0	1	0	1	0	12
# OF INMATES ON INVOLUNTARY MEDICATION	0.0	0	0	0	0	0	0	0	0	0	0	0	0	0
OTHER MH DATA														
# OF INMATES ON SPECIAL NEEDS LIST	0.0													0
SICK CALL - MENTAL HEALTH	0.0													0
# OF MH SICK CALL REQUESTS/ REFERRALS	292.3	246	273	299	326	323	313	299	322	258	353	244	252	3508
<b>DENTAL</b>														
DENTAL EXAMS	14.5	21	0	18	21	20	18	10	17	14	19	16	0	174
DENTAL SICK CALL / SCREENS	14.5	21	0	18	21	20	18	10	17	14	19	16	0	174
EXTRACTIONS	4.9	9	0	6	6	3	3	3	6	8	7	8	0	59
REFUSALS	4.2	8	0	8	7	2	4	5	4	4	4	4	0	50
TEMPORARY FILLINGS	3.3	2	0	1	3	5	6	6	4	5	4	3	0	39
OFF-SITE DENTAL REFERRALS	0.4	0	0	1	0	0	1	1	0	1	0	1	0	5
OTHER SERVICES NOT LISTED	0.0	0	0	0	0	0	0	0	0	0	0	0	0	0



FACILITY NAME:

WARREN



Health Services Statistical Report	Average	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Totals YTD
<b>OFF-SITE SERVICES</b>														
EMERGENCY ROOM VISITS	10.8	14	15	15	8	7	15	11	16	4	3	8	13	129
AMBULANCE TRANSPORTS to ER	4.8	5	2	7	3	3	10	7	7	2	3	6	3	58
JAIL TRANSPORTS to ER	5.9	9	13	8	5	4	5	4	9	2	0	2	10	71
HOSPITAL ADMISSIONS	0.5	3	0	0	1	0	2	0	0	0	0	0	0	6
HOSPITAL DAYS	0.6	1	0	0	1	0	5	0	0	0	0	0	0	7
AVERAGE LENGTH OF STAY	0.5	1	0	0	1	0	5	0	0	0	0	0	0	7
ON-SITE SPECIALTY CONSULTATIONS	0.0	0	0	0	0	0	0	0	0	0	0	0	0	0
OFF-SITE SPECIALTY CONSULTS	7.3	3	7	12	6	5	5	8	13	4	13	5	6	87
ONE DAY SURGERIES	0.2	0	0	0	0	0	1	0	0	1	0	0	0	2
OFF-SITE RADIOLOGY	0.3	0	1	0	0	0	0	0	0	2	0	0	0	3
DEATHS ON-SITE	0.1	0	0	0	0	0	0	1	0	0	0	0	0	1
DEATH IN CUSTODY	0.2	1	0	0	0	0	0	1	0	0	0	0	0	2
<b>PHARMACEUTICALS</b>														
TOTAL I/MS ON MEDS	380.8	345	332	335	357	357	356	395	404	427	433	406	423	4570
TOTAL I/MS ON MEDICAL MEDS	231.3	138	202	200	199	210	196	226	232	287	315	281	289	2775
TOTAL I/MS ON PSYCHOTROPIC MEDS	149.6	207	130	135	158	147	160	169	172	140	118	125	134	1795
TOTAL I/MS NONFORMULARY MEDS	26.8	41	31	21	26	36	26	21	23	22	21	20	34	322
<b>CHRONIC CARE</b>														
ASTHMA/COPD	1.6	1	0	2	0	0	3	0	4	1	2	3	3	19
DIABETICS	1.2	1	0	2	0	0	0	0	0	3	3	4	1	14
DIALYSIS	0.0	0	0	0	0	0	0	0	0	0	0	0	0	0
HIV	0.0	0	0	0	0	0	0	0	0	0	0	0	0	0
PREGNANCY	0.1	0	0	0	0	0	0	1	0	0	0	0	0	1
HYPERTENSION / CARDIOVASCULAR	4.3	3	1	5	5	1	5	3	6	5	4	5	8	51
SEIZURE DISORDERS	1.4	1	0	1	0	1	2	2	3	2	1	3	1	17
THYROID	0.4	0	0	0	1	0	0	0	2	0	1	1	0	5
TUBERCULOSIS	0.0	0	0	0	0	0	0	0	0	0	0	0	0	0
OTHER	1.3	0	0	0	3	3	9	0	0	0	0	1	0	16
<b>INFECTIOUS DISEASE CONTROL</b>														
PPDs PLANTED	153.1	159	138	191	145	177	158	187	128	129	169	103	153	1837
PPDs READ	112.6	117	131	117	83	116	85	134	124	120	111	97	116	1351
POSITIVE PPDs	0.1	0	1	0	0	0	0	0	0	0	0	0	0	1
TB RELATED CHEST X-RAYS	3.9	2	7	4	3	4	4	4	3	3	5	2	6	47
ACTIVE TB	0.0	0	0	0	0	0	0	0	0	0	0	0	0	0
HIV TEST	0.0	0	0	0	0	0	0	0	0	0	0	0	0	0
POSITIVE HIV	0.0	0	0	0	0	0	0	0	0	0	0	0	0	0
# OF POSITIVE HIV INMATES	0.7	0	0	2	2	1	1	0	0	1	1	0	0	8
HEPATITIS A	0.2	0	0	0	0	0	0	0	0	0	2	0	0	2
HEPATITIS B	1.9	6	3	4	2	2	4	0	0	0	1	1	0	23
HEPATITIS C	85.9	108	99	114	113	101	118	58	64	46	67	74	69	1031
CHLAMYDIA	0.0	0	0	0	0	0	0	0	0	0	0	0	0	0
GONORRHEA	0.0	0	0	0	0	0	0	0	0	0	0	0	0	0
SYPHILIS	0.1	0	0	0	0	0	1	0	0	0	0	0	0	1
OTHER STD	1.0	2	0	1	0	0	2	2	2	2	0	1	0	12
PEDICULOSIS	0.0	0	0	0	0	0	0	0	0	0	0	0	0	0
SCABIES	0.0	0	0	0	0	0	0	0	0	0	0	0	0	0
MRSA CONFIRMED	0.1	0	0	0	0	0	1	0	0	0	0	0	0	1
CONFIRMED MRSA TREATED	0.1	0	0	0	0	0	1	0	0	0	0	0	0	1
SUSPECTED MRSA TREATED	0.1	0	0	0	0	0	0	1	0	0	0	0	0	1
<b>GRIEVANCES</b>														
INMATES WITH GRIEVANCES	9.3	5	4	9	8	15	11	8	9	10	19	9	4	111
DISSATISFIED WITH MEDICAL CARE	3.4	1	3	2	1	6	6	2	5	4	4	3	4	41
DISSATISFIED WITH DENTAL CARE	0.0	0	0	0	0	0	0	0	0	0	0	0	0	0
DISSATISFIED WITH MENTAL HEALTH CARE	0.1	0	0	0	0	0	1	0	0	0	0	0	0	1
DISSATISFIED WITH STAFF CONDUCT	0.5	0	0	2	0	0	0	3	0	0	1	0	0	6
DISSATISFIED WITH DELAY IN HEALTHCARE	0.3	0	0	2	0	1	0	0	0	1	0	0	0	4
PROBLEMS WITH MEDS	2.8	4	1	2	5	3	3	2	3	4	3	4	0	34
REQUEST TO BE SEEN	0.1	0	0	0	0	0	0	1	0	0	0	0	0	1
OTHER	2.0	0	0	1	2	5	1	0	1	1	11	2	0	24

## **PLAN HOLDERS LIST**

### **RFP- Medical Services for the Warren County Jail**

**Individuals or companies can be added to the plan holders list by contacting Krystal Powell at [krystal.powell@co.warren.oh.us](mailto:krystal.powell@co.warren.oh.us)**

<b>Name</b>	<b>Company</b>	<b>Phone Number</b>	<b>E-mail Address</b>
Rachel Wunder	Advance Correctional Healthcare	614-897-5986	<a href="mailto:rachel.wunder@advancedch.com">rachel.wunder@advancedch.com</a>
Elizabeth "Betsy" Gillespie	Vital Core Health Strategies, LLC	785-246-6840	<a href="mailto:bgillespie@vitalcorehs.com">bgillespie@vitalcorehs.com</a>
Andrew Baker and Wes Williamson	Southern Health Partners, Inc.	423-553-5635 ext. 914 and 256-490-4517	<a href="mailto:Andrew.Baker@southernhealthpartners.com">Andrew.Baker@southernhealthpartners.com</a> <a href="mailto:Wes.Williamson@southernhealthpartners.com">Wes.Williamson@southernhealthpartners.com</a>
Dana Jackson	NaphCare, Inc.	205-910-2244	<a href="mailto:Dana.jackson@naphcare.com">Dana.jackson@naphcare.com</a>
Julie Jordan	Pivot Onsite Innovations	916-343-1322	<a href="mailto:jjordan@pivoths.com">jjordan@pivoths.com</a>
Kevin Pezeshkian	Theoria Medical	248-660-1220	<a href="mailto:kevin@theoriamedical.com">kevin@theoriamedical.com</a>



**Warren County Sheriff's Office**  
**Sheriff Larry L. Sims**

**PUBLIC NOTICE:**  
**REQUEST FOR PROPOSALS**

**WARREN COUNTY JAIL & SHERIFF'S OFFICE**  
**Medical Services for the Warren County Jail.**

**PROPOSALS DUE BY**  
**10:00 a.m. May 21, 2021**

**1.0 Introduction:** Warren County has commissioned and is constructing an all-new county jail, located in the County's government complex, at 822 Memorial Drive, Lebanon, Ohio 45036. The project is scheduled for completion in fall of 2021. Sheriff Larry L. Sims is seeking proposals for comprehensive medical services to be implemented in the all-new jail.

**1.1** The Warren County Sheriff's Office (Sheriff's Office) operates an NCCHC accredited maximum security jail located in Lebanon, the county seat. The all-new facility is scheduled to open in the fall of 2021. The new operation will hold a maximum of 499 adult inmates; males and females.

The Sheriff's Office currently uses a combination of organizations to ensure our needs are met to include: medical services, mental health services, and dental services. While vendors may choose to submit a proposal solely on the medical component, **those who provide an all-encompassing package for these three services will be considered first.**

**2.0 Project Scope and Requirements-each of these should be addressed**

**2.1 Scope of work:** The scope of inmate health services will involve the provision of a comprehensive health care program for inmates at the Warren County Jail. The required work elements are those which will meet or exceed the standards designated as Essential and Important contained in the Standards for Health Services in Jails.

The Statement of Proposal and Qualifications must, at a minimum, contain the following information:

- A. A description of the organization's overall activities.
- B. The organization's history and structure.

- C. Documentation clearly showing the organization's experience with providing inmate health care services in a jail.
- D. Philosophy on virtual visits, and if recommended, how they are incorporated into treatment plans, physicals, sick call, etc.
- E. Indication of ability to comply with the National Commission on Correctional Health Care standards for health services in jails and Ohio Jail Standards.
- F. If selected, acknowledgement that staff will be able to pass a security approval process.
- G. A description of the organization's financial condition.
- H. Proposed cost for services rendered as described in 2.2, 2.3, and 2.4.

## **2.2 Medical Requirements:**

- A. The organization must submit their most appropriate staffing plan which includes at a minimum a health authority, salaried health services administrator (RN), and 24 hour LPN coverage for the facility and population described above.
- B. The organization must submit a proposal which outlines compliance with the Essential and Important standards as described in OAC 5120:1-8-09.
- C. The organization must provide an electronic medical records suite. Organization should describe the functions of the system, and requirements needed to integrate with the Sheriff's Office jail management system-**CentralSquare Jail Enterprise (powered by Inform), Version 5**.
- D. Demonstrates through current references the ability to maintain or obtain NCCHC accreditation.
- E. Describes their process for intake of medications, medication verification, and medication delivery.

## **2.3 Dental Requirements (Optional):**

- A. The organization supplies a State of Ohio Board certified dentist who will respond to the jail for inmate services at a minimum of eight (8) hours per month. These services include but are not limited to examinations, x-rays, diagnosis, extractions, temporary fillings, and treatment plans.

- B. The Sheriff's Office agrees to provide all necessary dental equipment and maintain in compliance with any established standard and in good working order.

#### **2.4 Mental Health Requirements (Optional):**

- A. Jail behavioral health services must be provided by licensed clinicians. Psychiatrists must be board certified and licensed to practice in the State of Ohio. Therapists must be independently licensed (LISW,LPCC) or be dependently licensed (LSW,LPC) with designated supervision in the State of Ohio.

The jail requires:

- Crisis Therapists- The minimum coverage for this position is for 7 days per week, 8 hours per day. Experience in crisis work required. Work within a secure facility is preferred. Primary responsibilities include crisis triage, mental health screening within fourteen (14) days of admission, engagement with medical staff to achieve integration with physical healthcare, referral to jail psychiatric services, management of the psychiatric caseload, linkage to internal behavioral health services, and referral to community behavioral health care. Documentation in the electronic health record (EHR) is required. Maintains compliance with applicable State of Ohio Jail Standards, NCCHC Standards, and current WCSO Policy.
- Therapist- The minimum coverage for this position is 40 hours per week. Experience in crisis work and work within a secure facility is preferred. Primary responsibilities include provision of individual therapy and scheduled groups therapy that meets the needs of the population using evidence based curriculum when possible. Refers to Crisis Therapist if need for psychiatry is indicated. Close coordination with peer supporters within the jail, and provision of back-up and support to the Crisis Therapist. Documentation in the EHR is required. Maintains compliance with applicable State of Ohio Jail Standards, NCCHC Standards, and current WCSO Policy.
- Psychiatrist- Minimum coverage for this position is 4 hours per week. This critical component provides care to inmates who need evaluation for psychotropic medications, management of current psychiatric medications, medications, collaboration/coordination with jail therapists and medical staff for continuity of care, referral and linkage to community services if indicated, and documentation in the EHR. Maintains compliance with applicable State of Ohio Jail Standards, NCCHC Standards, and current WCSO Policy.

- SUD Therapist- Minimum coverage is 24 hours per week. Work experience in a secure setting is preferred. Must hold an LCDCII, LCDCIII or LICDC license in the State of Ohio. Primary responsibilities include provision of individual therapy and scheduled groups therapy that address the issues of substance use, addiction, treatment, and abstinence using evidence based curriculum when possible. Education regarding medication assisted treatment options (MAT) and referrals for such are part of the process if indicated. Communication with referring Courts may be involved with appropriate release of information documented and in compliance with 42 CFR Part 2. Documentation in the EHR is required. Maintains compliance with applicable State of Ohio Jail Standards, NCCHC Standards, and current WCSO Policy.
- B. The organization supplies an all-encompassing mental health services as listed in 2.4 A., at a minimum, and describes their commitment to providing mental health services as well as their ability to connect inmates to services beyond incarceration.

## **2.5 Reporting and Training Requirements:**

- A. The organization describes their billing system.
- B. The organization describes their commitment to on-going training of personnel and how this is accomplished.
- C. The organization describes the process for critical incident review, continued quality improvement meetings (CQI), and their commitment to open lines of communication between the on-site supervisor and Sheriff's Office command staff.
- D. The organization describes the reports the EMR system is capable of providing.

**3.0 Price Proposal Guarantee (required):** All organizations agree that their pricing is valid through **December 31, 2022** after the contract execution. Renewals will be in one (1) year increments. Describe the organizations standardized process for renewal increases, not to exceed 5%. The County will negotiate with the organization whose submittal is the most advantageous to the County based upon the County's review of all proposals. Organizations are strongly encouraged to submit the most competitive proposal possible up-front since the County will use cost as a major determinant of contract award.

**4.0 Receipt of Proposals:** Sealed proposals for the Medical Services for the Warren County Jail will be received by Barry K. Riley, Chief Deputy, 406 Justice Drive, Lebanon, Ohio, 45036, until 10:00 a.m., May 21, 2021. Envelopes containing three (3) proposal copies must be sealed and addressed to:

**Medical Services for the Warren County Jail**  
**Attention: Barry K. Riley, Chief Deputy**  
**822 Memorial Drive**  
**Lebanon, Ohio 45036**

The envelopes shall be clearly marked with the name of the person/company submitting the proposal. Any proposal may be withdrawn by the organization prior to the above scheduled submittal time or authorized postponement thereof. Any proposal received after the time and date specified shall not be considered.

**4.1 Addenda and Interpretations:** Questions regarding the information contained in this Request for Proposals Advertisement shall be emailed to:

**Barry K. Riley, Chief Deputy**  
**Barry.Riley@wcsooh.org**

To be given consideration, questions must be received at least five business days prior to the submittal date. All such interpretations and any supplemental instructions will be in the form of written addenda to the Request for Proposals Advertisement, which if issued, will be posted on the Warren County Commissioners' website on the Bid Projects page, no later than three days prior to the submittal date. Failure to receive any such addenda or interpretations shall not relieve the organization from any obligations under their proposal as submitted.

**4.2 Qualification Investigation:** The County may make such investigations as they deem necessary to determine the ability of the organization to perform the work, services, or functions, and the organization shall furnish to the County all such information and data for the purpose as the County may request.

**4.3 Right to Reject Proposals:** The County reserves the right to reject, in whole or in part, any proposal that fails to meet the terms and conditions of the Request for Proposal Advertisement, including but not limited to, the standards, specifications, and requirements contained in the Request for Proposals Advertisement or any related proposal documents, or submits pricing that the County considers to be excessive, compared to existing market conditions, or determines exceed the available funds of the County, or that the County determines would not be in the best interest of the County.

**4.5 Discussions for Clarification Purposes:** The County may conduct discussions with organizations for the purpose of clarifications or corrections regarding proposals to ensure full understanding of, and responsiveness to, the requirements specified in the Request for Proposals Advertisement.

**4.6 References (required):** Organizations must include at least three references for similar projects from law enforcement or corrections facilities if possible. References must include contact name, phone number, and email address, along with a short description of the project.



**4.7 Timeline (required):** Organizations must include the anticipated lead time between issuance of a Purchase Order and service delivery. This must also include a transition plan.

**5.0 Selection Process:** Each proposal will be evaluated by the County for responsiveness to the requirements of this Request for Proposals Advertisement and the criteria described herein.

**5.1 Criteria and Qualifications:** To determine which proposal is most advantageous to the County, the County shall evaluate the Proposals based on the following criteria:

- A. 10 points-Completeness of submission
- B. 20 points-Project scope and requirements
- C. 10 points-Qualifications and references
- D. 10 points-Price

**5.2 Contract Award:** The selection committee will select the highest ranked vendor based upon aforementioned criteria, a with whom staff shall commence contract negotiations. The selection of any proposal shall not imply acceptance by the County of all terms of the proposal, which may be subject to further negotiations and approvals before the County may be legally bound thereby. If a satisfactory contract cannot be negotiated in a reasonable time the selection committee, in its sole discretion, may terminate negotiations with the highest ranked vendor and begin contract negotiations with the next highest vendor.

Warren County reserves the right to reject any and all proposals in which the offeror takes exceptions to the terms and conditions of the request for proposals or fails to meet the terms and conditions of the request for proposals. Warren County reserves the right to reject, in whole or in part, any proposal that the county contracting authority has determined, using the factors above, would not be in the best interest of the County.

**6.0 Incurred Costs:** Those submitting proposals do so entirely at their expense. There is no expressed or implied obligation by the County to reimburse any individual or firm for any costs incurred in preparing or submitting proposals, for providing additional information when requested by the County, or for participating in any selection interviews, negotiations and/or discovery.

**7.0 Assignment:** The organization may not reassign, transfer, convey, sublet, or otherwise dispose of any award made as the result of this Request for Proposals Advertisement, without prior written consent from the Warren County Board of County Commissioners.

**8.0 Withdrawal of Proposal:** An organization may withdraw their proposal at any time prior to the award of a contract. The County may terminate negotiations with an organization at any time during the negotiation process if the organization fails to provide the necessary information for negotiations in a timely manner or fails to negotiate in good faith. If the County terminates negotiations with an organization, the County shall negotiate with the organization

whose proposal is ranked the next most advantageous to the County according to the selection criteria and direction from the Board of County Commissioners.

**9.0 Indemnification:** The successful organization shall agree to indemnify and hold harmless the County, and its officers and employees, from and against all liability, claims, demands, and expenses, including court costs and attorney fees, on account of any injury, loss, or damage, which arises out of the work to be performed under this Agreement, if such injury, loss, or damage is due to the negligence of the respondent, any subcontractor of the respondent, or any officer, employee, or agent of the respondent.

#### **10.0 Additional Terms and Conditions.**

**10.1 Controlling Law:** This Request for Proposals Advertisement and any contract resulting therefrom shall be governed by and construed according to the laws of the State of Ohio.

**10.2 Tax Exemption:** Warren County is exempt from payment of Federal Excise Tax, Transportation Tax and Ohio State Tax. Prices shall not include these taxes.

**10.3 Responsibility:** The organization shall be required to assume responsibility for all items listed in this Request for Proposals Advertisement. The successful respondent shall be considered the sole point of contact for purposes of this contract.

**10.4 Obligations of the Proposer:** At the time of opening proposals, it shall be presumed that each organization has reviewed the specifications to clear up any questions. The failure of any organization to examine any requirement shall in no way relieve the organization of any obligation or condition of these contract documents.

**10.5 Ownership of Information:** All information pertaining to records, property, financial, or other information acquired under the scope of this contract shall be strictly confidential and shall be considered works for hire and become the property of the County. Any such works will not be stamped with the organization's proprietary marking. The organization shall return all information to the County upon termination, and/or request and shall not utilize any of the information for purposes outside of the scope of this contract or without express approval of the County.

**10.7 Implied Requirements:** All products and services not specifically mentioned in the proposal, but which are necessary to provide the functional capabilities described by the organization, shall be included in the base bid.

**10.8 Insurance:** The organization must obtain, for the contract term and any extension of it, insurance issued by a company or companies qualified to do business in the State of Ohio and provide the County with evidence of insurance. Insurance in the following types and amounts is required:

- Worker's Compensation Insurance covering all liability of the organization arising under the Worker's Compensation Act and Worker's Occupational Disease Act.

- Comprehensive General (Public) Liability in a broad form, to include coverage for the following where exposure exists:
  - Premises/Operations, Independent Contractors,
  - Products/Completed Operations, Personal Injury and Contractual Liability

**10.9 Public Record Requests of Proposals:** In order to ensure fair and impartial evaluation, proposals and any documents of other records related to a subsequent negotiation for a final contract that would otherwise be available for public inspection and copying under section 149.43 of the Revised Code shall not be available until after the award of contract.

**11.0 Submittals:** Each organization shall submit a written proposal that enables the County to evaluate the proposal as described herein, and shall include:

- Completion of required sections in a format which clearly corresponds to the Request for Proposals Advertisement numbering system, and any other document or proof required by this document.

**11.1 Non-Collusion Affidavit:** The selected organization will be required to sign an affidavit affirming no collusion with the County or any other organization.

**11.2** The organization shall have the authority granted by the President, Vice-President, or any other Officer or company official to bind the organization to the proposal.



**BOARD OF COUNTY COMMISSIONERS**  
**WARREN COUNTY, OHIO**  
406 Justice Drive, Lebanon, Ohio 45036  
[www.co.warren.oh.us](http://www.co.warren.oh.us)  
[commissioners@co.warren.oh.us](mailto:commissioners@co.warren.oh.us)

Telephone (513) 695-1250  
Facsimile (513) 695-2054

**TOM GROSSMANN**  
**SHANNON JONES**  
**DAVID G. YOUNG**

**REQUEST FOR PROPOSALS FOR**  
**MEDICAL SERVICES FOR THE WARREN COUNTY JAIL**

Sealed proposals will be received by the Warren County Ohio Commissioners Office until May 21, 2021 @ 10:00 a.m., for the Warren County Jail & Sheriff's Office Medical Services for the Warren County Jail. Bid envelopes must be clearly marked with the name of the person/company submitting the bid, and addressed to the following:

WARREN COUNTY JAIL & SHERIFF'S OFFICE  
**Medical Services for the Warren County Jail**

ATTENTION: Barry K. Riley, Chief Deputy  
822 MEMORIAL DRIVE  
LEBANON, OH 45036

Documents and specifications are available online at the Warren County Website at <https://www.co.warren.oh.us/commissioners/Bids/> Questions regarding the technical specifications should be emailed to Barry K. Riley, at [Barry.Riley@wcsooh.org](mailto:Barry.Riley@wcsooh.org). Proposals should include (3) print copies of the submittal.

This notice is posted on the Warren County website [www.co.warren.oh.us/commissioners/Bids/](http://www.co.warren.oh.us/commissioners/Bids/) Please contact the Warren County Commissioners' Office at (513) 695-1250 if you have trouble with this procedure or if you need additional information on accessing project information on our website. Please be aware that if you are downloading this proposal document, addendums to the scope may be issued prior to the proposal date. In order to stay updated on any change, please email Krystal Powell in the Commissioners' Office at [krystal.powell@co.warren.oh.us](mailto:krystal.powell@co.warren.oh.us) with your contact information.

The Board of Warren County Commissioners reserves the right to reject all proposals.

By order of the Board of County Commissioners, Warren County, Ohio.

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Tina Osborne, Clerk