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**AGENDA**  
**CUMBERLAND COUNTY BOARD OF COMMISSIONERS**  
**REGULAR AGENDA SESSION**  
**JUDGE E. MAURICE BRASWELL**  
**CUMBERLAND COUNTY COURTHOUSE - ROOM 564**  
**MARCH 10, 2022**  
**1:00 PM**

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INVOCATION- Commissioner Jimmy Keefe

PLEDGE OF ALLEGIANCE

1. APPROVAL OF AGENDA
2. APPROVAL OF MINUTES
  - A. February 10, 2022 Agenda Session Regular Meeting
3. PRESENTATIONS
  - A. Presentation on the HOPE Program Initiative by Dr. Mark Sorrells and Mr. Justin Hembree
  - B. Development of a YMCA Aquatic Center in the Town of Hope Mills
  - C. Health Insurance Plan for Fiscal Year 2023 Presented by Kevin Quinn, USI
  - D. Employee Wellness Clinic Vendor Request for Proposal Recommendation Presented by Kevin Quinn, USI
4. CONSIDERATION OF AGENDA ITEMS
  - A. Tax Exemptions for 100% Disabled Veterans
  - B. ERAP Update and Request to Transition to the Department of Social Services for Program Administration
  - C. Contract Renewal with Southern Health Partners for Healthcare Delivery Services at the Cumberland County Detention Center
  - D. Jail Medical Plan
  - E. Request for Intent to Lease Certain Real Property to Coastal Horizons, Inc.
  - F. Expansion of the County Recreation District
5. OTHER ITEMS
6. MONTHLY REPORTS
  - A. Health Insurance Update
  - B. ARPA Quarterly Report as of December 31, 2021
  - C. Financial Report

D. Community Development Block Grant - Disaster Recovery (CDBG-DR) Update

7. CLOSED SESSION: If Needed

**ADJOURN**

**AGENDA SESSION MEETINGS:**

**April 14, 2022 (Thursday) 1:00 PM**

**May 12, 2022 (Thursday) 1:00 PM**



**OFFICE OF THE COUNTY MANAGER**

**MEMORANDUM FOR THE AGENDA OF THE MARCH 10, 2022**  
**AGENDA SESSION**

**TO: BOARD OF COUNTY COMMISSIONERS**

**FROM: AMY H. CANNON, COUNTY MANAGER**

**DATE: 3/4/2022**

**SUBJECT: PRESENTATION ON THE HOPE PROGRAM INITIATIVE BY DR. MARK SORRELLS AND MR. JUSTIN HEMBREE**

**Requested by: COMMISSIONER JIMMY KEEFE**

**Presenter(s): DR. MARK SORRELLS AND MR. JUSTIN HEMBREE**

**BACKGROUND**

There will be a presentation at the March 10, 2022 Board of Commissioners' Agenda Session on the HOPE Program Initiative from Dr. Mark Sorrells, Fayetteville Technical Community College (FTCC) Senior Vice President for Academic & Student Services and Mr. Justin Hembree, Mid-Carolina Executive Director.

This initiative has been approved for \$2M in ARP Funding.

**RECOMMENDATION / PROPOSED ACTION**

For information purposes only.



**FINANCE OFFICE**

**MEMORANDUM FOR THE AGENDA OF THE MARCH 10, 2022**  
**AGENDA SESSION**

**TO: BOARD OF COUNTY COMMISSIONERS**

**FROM: VICKI EVANS, FINANCE DIRECTOR**

**DATE: 3/3/2022**

**SUBJECT: DEVELOPMENT OF A YMCA AQUATIC CENTER IN THE TOWN OF HOPE MILLS**

**Requested by: AMY CANNON, COUNTY MANAGER**

**Presenter(s): TOWN OF HOPE MILLS MAYOR, JACKIE WARNER AND YMCA DIRECTOR, RICK HOUP**

**BACKGROUND**

During the March 2, 2022 Finance/Audit Committee meeting, Jackie Warner, Mayor, Town of Hope Mills, and Rick Houpp, YMCA Director, provided information about plans for a new aquatics center to be located off Hope Mills Road. A financial request in the amount of \$5,500 per month for 120 months (\$660,000 total) was also made. If approved, the request was for payments to begin upon the center's opening, projected to be in late 2023 or early 2024.

Committee members were unanimously in support of funding the request and asked Mayor Warner and Mr. Houpp to present the information and request during the March agenda session. Because a current Board cannot obligate a future Board to provide funding, a recommendation was made to direct the County Attorney to draft a resolution with parameters in support of the request.

**RECOMMENDATION / PROPOSED ACTION**

The Finance/Audit Committee members recommend forwarding this item to the full Board of Commissioners for approval as a Consent Agenda item at the March 21, 2022 regular meeting with the following action:

Approve the resolution in support of the funding request for a YMCA Aquatic Center to be located in the



Town of Hope Mills.



## **GENERAL MANAGER FINANCIAL SERVICES**

### **MEMORANDUM FOR THE AGENDA OF THE MARCH 10, 2022 AGENDA SESSION**

**TO: BOARD OF COUNTY COMMISSIONERS**

**FROM: VICKI EVANS, FINANCE DIRECTOR**

**DATE: 3/4/2022**

**SUBJECT: HEALTH INSURANCE PLAN FOR FISCAL YEAR 2023 PRESENTED BY  
KEVIN QUINN, USI**

**Requested by: AMY CANNON, COUNTY MANAGER**

**Presenter(s): KEVIN QUINN, USI**

#### **BACKGROUND**

Kevin Quinn of USI will present health insurance renewal options for the plan year beginning July 1, 2022. The slide presentation was not yet ready to send with the agenda packet but will be shared prior to the meeting date.

The Board is requested to consider the options and provide consensus to allow for the chosen options to be incorporated into the fiscal year 2023 budget process.

#### **RECOMMENDATION / PROPOSED ACTION**

Staff recommend forwarding this item to the full Board of Commissioners for approval as a Consent Agenda item at the March 21, 2022 regular meeting with the following action:

Approve the selected renewal options as presented by USI to be effective July 1, 2022.

#### **ATTACHMENTS:**

Description	Type
Cumberland County Health Insurance Presentation	Backup Material



March 2022

2022 EMPLOYEE BENEFITS RENEWAL MEETING

# COUNTY OF CUMBERLAND, NORTH CAROLINA

Kevin Quinn

Kyle Frigon

Karen Ruggiero

Faith Fresiello

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# Executive Summary

## Financial

- The total net cost is \$12,529,599 for the current plan year (07/2021-1/2022).
- Net paid claims increased 21.5% from the 2020-2021 plan year of \$18,432,890 to \$22,387,597 (annualized) over the current plan year.
- Overall PEPY claims has shown a 25.5% increase from \$9,525 in 2020 to \$11,956 in 2021.
- Average enrollment has decreased by 3.2% from 1935 employees in 2020 to 1872 employees in 2021.
- Budgeted County contribution rate per position has been the same since FY2018.

## Clinical

- There are 21 large claimants over \$100K representing 38% of total claim spend.
- There are 9 claimants over the \$200K stop loss during the current plan year by \$1,610,911.
- Medical claims represent 71.5% of total net claims.
- Rx claims represent 28.5% of total net claims.

# Experience Dashboard

## Experience Period Ending 01/31/2022

Experience Summary	2020-21	2021-22 YTD Annualized	Δ from Prior
Net Paid Claims	\$18,432,890	\$22,387,597	21.5%
Actual Net Cost (plus Admin Fees)	\$20,308,612	\$24,537,444	20.8%
Fully Insured Equivalent	\$20,252,709	\$19,474,398	-3.8%
Actual Net Cost (plus Admin Fees) to FIE	100.3%	126.0%	
Gross Rx Claims to Total Net Claims	29.7%	28.5%	
Net Claims PEPY	\$9,525	\$11,956	25.5%
Average Employees	1,935	1,872	-3.2%

Large Claimants	2021-22 YTD
Number of Large Claimants (>\$100,000)	21
Total Paid for Large Claimants (>\$100,000)	\$5,203,806
Claimants Over SSL (>\$200,000)	9
Total Paid Over SSL (>\$200,000)	\$1,610,911

### Notes

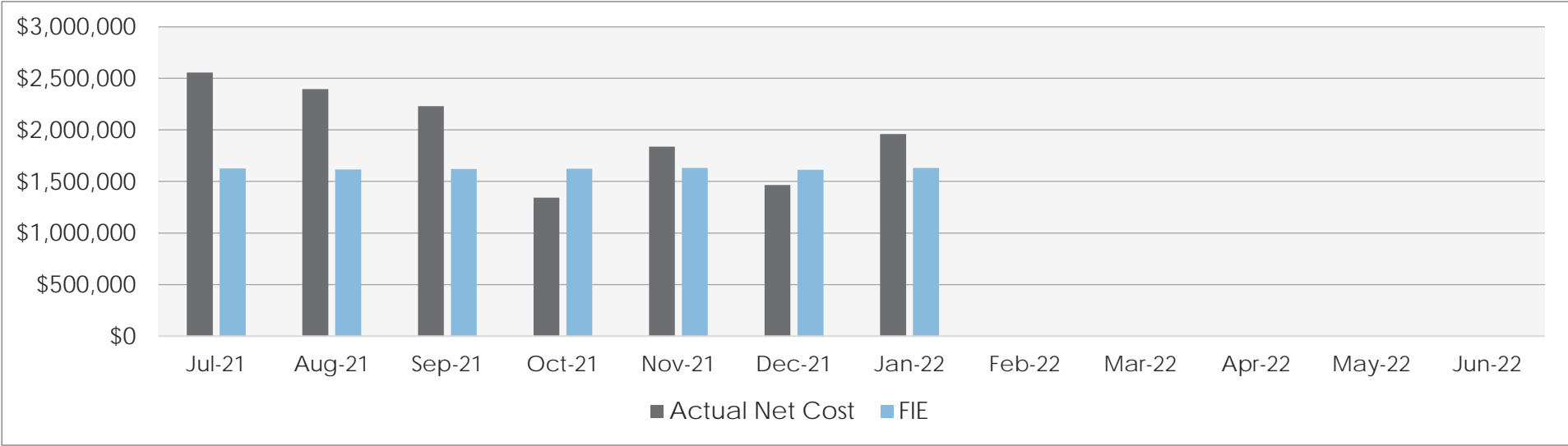
1. PEPY = Per Employee Per Year
2. FIE is Fully Insured Equivalent Rate.

### Observations

- For the current experience period of Jul 1, 2021, to Jan 31, 2022, the group is currently performing as follows:
- Claims net of amounts over the SSL, on a PEPY basis increased 25.5% over the prior year.
  - There are several large claimants over \$100,000, making up 37.7% of the total claims. Typically, high-cost claimants make up 20% to 35% of total claims.
  - Average number of employees has decreased by 3.2% compared to the prior year.
  - Prescription drug claims currently account for 28.5% of total claims. This is higher than average.
  - Although the prescription drug costs are high, Cumberland has a prescription rebate plan in place that will soon be receiving credits
  - FY2022 Budget revision to appropriate Health Insurance Fund Balance to cover the cost increase is forthcoming

# Current Plan Year Cost Summary

## July 2021 to June 2022



**Notes**

- 1. Specific Stop Loss is \$200,000.
- 2. The above total claims include supplemental claims. These claims are unidentified by plan due to migration to Facets platform.

# Current Plan Year Large Claimant Report July 2021 to June 2022 Top 21 Claimants

## Paid Claims > \$100,000

RelationshipStatus		Diagnosis	Plan	Total Paid	Claims > SSL
Subscriber	Active	Arterial inflammation	Pre-65 Retirees	\$604,927	\$404,927
Subscriber	Active	Malignant neoplasm of breast	Active	\$587,122	\$387,122
Subscriber	Terminated	Cerebral vascular disease	Active	\$483,894	\$283,894
Subscriber	Active	Malignant neoplasm of cervix	Pre-65 Retirees	\$362,448	\$162,448
Subscriber	Active	Malignant neoplasm of ear/nose/throat	Pre-65 Retirees	\$356,832	\$156,832
Subscriber	Terminated	Malignant neoplasm of uterus	Active	\$298,017	\$98,017
Subscriber	Active	Malignant neoplasm of breast	Active	\$289,874	\$89,874
Subscriber	Active	Malignant neoplasm of pulmonary system	Pre-65 Retirees	\$224,403	\$24,403
Subscriber	Active	Valvular disorder	Active	\$203,394	\$3,394
Subscriber	Active	Malignant neoplasm of central nervous system	Active	\$197,721	
Subscriber	Terminated	Sepsis	Active	\$197,280	
Subscriber	Terminated	Ischemic heart disease	Pre-65 Retirees	\$193,377	
Subscriber	Active	Cerebral vascular disease	Pre-65 Retirees	\$176,470	
Subscriber	Active	Closed fracture or dislocation - thigh, hip & pelvis	Pre-65 Retirees	\$151,265	
Subscriber	Active	Viral pneumonia	Pre-65 Retirees	\$147,631	
Subscriber	Terminated	Acute respiratory distress syndrome	Pre-65 Retirees	\$146,309	
Subscriber	Active	Chronic renal failure	Pre-65 Retirees	\$122,477	
Subscriber	Active	Chronic obstructive pulmonary disease	Pre-65 Retirees	\$120,673	
Spouse	Terminated	Sepsis	Active	\$116,840	
Subscriber	Active	Malignant neoplasm of breast	Pre-65 Retirees	\$113,673	
Subscriber	Active	Multiple sclerosis	Active	\$109,176	
				\$5,203,806	\$1,610,912

### Notes

1. Specific stop loss was \$200,000 as of the end of the experience period.
2. Large claimants are included only after they exceed the reporting threshold. Claims under the reporting threshold may have been paid in months prior.

An HRA funded by Cumberland County was designed for reimbursement of medical plan services subject to the deductible once a member satisfied the first half of the deductible (\$1,000). All county employees enrolled in the BCBS Medical plan were automatically enrolled and eligible for the HRA from July 1, 2021 – June 30, 2022.

The HRA admin cost to the County is approximately \$7,000 per month.

Expires 7/1/2022

FY2023 projections are based on an HRA end date of 6/30/2022.

We do not recommend renewal of the HRA.

## FY 2022 - Current Medical Plan Design

Benefit Outline	Current/Renewal
Carrier	BCBSNC
Plan Type, Name, Network	Medical PPO Blue Options \$2000
Deductible (Individual / Family)	\$2,000 / \$6,000
Non-Network Deductible (Individual / Family)	\$3,000 / \$9,000
Deductible Embedded / Non-Embedded	Embedded
Out-of-Pocket Maximum (Individual / Family)	\$5,000 / \$12,000
Non-Network OOP Max (Individual / Family)	\$6,000 / \$21,000
Coinsurance (In / Out)	80% / 70%
Wellness / Preventive Care	Covered 100%
Primary Care Office Visit	\$30 copay
Specialist Office Visit	80% after Ded
Walk-In / Urgent Care Visit	80% after Ded
Emergency Room	80% after Ded
Outpatient Lab / X-Ray	Lab only (PCP & Hosp) - Covered 100% Lab and X-ray: 80% after Ded
Complex Imaging (MRI, CAT, PET, et al.)	80% after Ded
Outpatient Surgical Facility	80% after Ded
Inpatient Hospital Facility	80% after Ded
Retail Prescription Drug Copays	\$150 Rx Ded (T2/T3) \$10 / \$55 / \$70
Mail Order Prescription Drug Copays	2.5x Retail
Specialty Prescription Drugs	25% (\$100 max)



# Financial Summary

- **Note:** Blue Cross Blue Shield North Carolina has the best claim discounts compared to other carriers in this geographic area.

			FY2022 Current Plan	FY2023 USI Projected
<b>Stop Loss Outline</b>				
TPA/Network			BCBSNC	BCBSNC
Stop Loss Carrier			BCBSNC	BCBSNC
Specific Stop Loss			\$200,000	\$200,000
<b>Fixed Costs</b>				
Administration	Employee	1872	\$33.00	\$33.66
<b>Annual Total</b>			\$741,312	\$756,138
Percentage Change				2%
Specific SL Premium	Employee	1872	\$62.68	\$73.46
<b>Annual Total</b>			\$1,408,044	\$1,650,205
Percentage Change				17%
<b>Annual Total Fixed Costs</b>			<b>\$2,149,356</b>	<b>\$2,406,344</b>
Percentage Change				12%
<b>Claims Liability</b>				
Annual Total			\$829.13 <b>\$18,625,576</b>	\$1,012.88 <b>\$22,753,224</b>
				22%
<b>Total Cost</b>				
Annual Plan / Projected Costs			\$924.81 <b>\$20,774,932</b>	\$1,120 <b>\$25,159,568</b>
Annual Dollar Difference				\$4,384,636
Percentage Change				21%

# Plan Option Considerations

Contribution and Decrement Summary		FY2022 Current	USI Projected Blend
Annual Projected Costs		\$20,774,932	\$25,159,568
Annual Dollar Difference/ Change from Current			\$4,384,636
Percentage Change			21%
Option 1	In - \$2,000/\$6,000 : Out \$3,000/\$9,000		(\$736,262)
	To: In -\$2,500/\$7,500 : Out \$3,750/11,250		
Option 2	In - \$2,000/\$6,000 : Out \$3,000/9,000		(\$1,228,696)
	To: In - \$3,000/\$9,000 : Out \$4,500/\$13,500		
Option 3	PCP Copayment Currently \$30		(\$184,065)
	PCP Copayment change to \$40		
Option 4	Increase Employee Premiums by 10%		(\$215,603)

# Contributions

Current		
PPO NonWellness	Current	EE Monthly
Employee	494	\$51.00
Employee + Spouse	33	\$157.00
Employee + Child	77	\$254.00
Employee + Child (ren)	31	\$241.00
Family	43	\$326.00
Monthly Total	678	\$71,422
Annual Total		\$857,064

FY2023 Proposed			
PPO NonWellness	Current	EE Monthly	Monthly Impact
Employee	494	\$56.10	\$5.10
Employee + Spouse	33	\$172.70	\$15.70
Employee + Child	77	\$279.40	\$25.40
Employee + Child (ren)	31	\$265.10	\$24.10
Family	43	\$358.60	\$32.60
Monthly Total	678	\$78,564	
Annual Total		\$942,770	

PPO Wellness	Current	EE Monthly
Employee	780	\$21.00
Employee + Spouse	61	\$127.00
Employee + Child	179	\$224.00
Employee + Child (ren)	88	\$211.00
Family	86	\$296.00
Monthly Total	1194	\$108,247
Annual Total		\$1,298,964

PPO Wellness	Current	EE Monthly	Monthly Impact
Employee	780	\$23.10	\$2.10
Employee + Spouse	61	\$139.70	\$12.70
Employee + Child	179	\$246.40	\$22.40
Employee + Child (ren)	88	\$232.10	\$21.10
Family	86	\$325.60	\$29.60
Monthly Total	1194	\$119,072	
Annual Total		\$1,428,860	

Annual Employee Contributions	1872	\$2,156,028
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Annual Employee Contributions	1872	\$2,371,631
		\$215,603

# Medical Renewal Scenario Options

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- **Scenario 1: \$4,384,636 is 100% absorbed by County**
  - a) General Fund to absorb \$2M of the risk (one-time FB transfer) and increase recurring budgeted per position transfer of remaining, or
  - b) Increase recurring budgeted per position transfer of total cost increase
  
- **Scenario 2: \$4,384,636 cost increase shared between employees and County**
  - a) Increase deductibles (Option 2, slide 8) - \$1,228,696 employees/\$3,155,940 county (28%/72%) (County portion at 1a or 1b)
  - b) Increase deductibles (Option 1, slide 8) and increase employee premiums (Option 4, slide 8) \$951,865 employees/\$3,432,771 county (22%/78%) (County portion at 1a or 1b)

*NOTE: County per position health insurance fund annual contribution was last increased in FY2018.*

**ACTION: Incorporate recommended scenario into FY2023 budget process.**

# Delta Dental Renewal

Benefit Outline	Base	Current Buy-up	Base	Renewal Buy-up	Negotiated Base	Negotiated Buy-up
Carrier	Delta Dental	Delta Dental	Delta Dental	Delta Dental	Delta Dental	Delta Dental
Plan Type	Dental PPO	Dental PPO	Dental PPO	Dental PPO	Dental PPO	Dental PPO
Deductible (Individual / Family)	NONE	NONE	NONE	NONE	NONE	NONE
Waived For Preventive	Yes	Yes	Yes	Yes	Yes	Yes
Annual Maximum	\$1,250	\$1,500	\$1,250	\$1,500	\$1,250	\$1,500
Max Rollover	Included	Included	Included	Included	Included	Included
Preventive Services	100%	100%	100%	100%	100%	100%
Basic Services	80%	80%	80%	80%	80%	80%
Major Services	50%	50%	50%	50%	50%	50%
Orthodontia	50%	50%	50%	50%	50%	50%
Eligibility	Adult and Child	Adult and Child	Adult and Child	Adult and Child	Adult and Child	Adult and Child
Lifetime Maximum	\$1,000	\$1,000	\$1,000	\$1,000	\$1,000	\$1,000
Non-Network	MAC	90th UCR	MAC	90th UCR	MAC	90th UCR
Deductible (Individual / Family)	\$50 / \$150	\$50 / \$150	\$50 / \$150	\$50 / \$150	\$50 / \$150	\$50 / \$150
Annual Maximum	\$1,250	\$1,500	\$1,250	\$1,500	\$1,250	\$1,500
Prev. / Basic / Major	100% / 80% / 50%	100% / 80% / 50%	100% / 80% / 50%	100% / 80% / 50%	100% / 80% / 50%	100% / 80% / 50%
Rate Guarantee	1 Year	1 Year	1 Year	1 Year	1 Year	1 Year

Monthly Rates	Base	B-up					
Employee	355	588	\$30.15	\$32.48	\$32.12	\$34.60	\$31.05 \$33.45
Employee + 1 Dependent	104	240	\$60.88	\$65.55	\$64.86	\$69.83	\$62.71 \$67.52
Employee + 2 Dependent	63	174	\$90.17	\$97.08	\$96.06	\$103.42	\$92.88 \$99.99
<b>Total Employees</b>	<b>522</b>	<b>1,002</b>					
Annual Subtotal			\$272,586	\$620,666	\$290,398	\$661,189	\$280,763 \$639,286
Percent Change by Plan					6.5%	6.5%	3.0% 3.0%
<b>Annual Total</b>				<b>\$893,252</b>		<b>\$951,587</b>	<b>\$920,049</b>



# AmWins Projected Renewal

January 1, 2023

## Benefit Outline

	Current 2022	Projection
Carrier	Amwins	AmWins
Plan Type, Name, Network	Medical Retirees	Medical Retirees
Deductible (Individual / Family)	\$198	\$203
Out-of-Pocket Maximum (Individual / Family)	\$2,000	\$2,000
Coinsurance (In / Out)	20%	20%
Wellness / Preventive Care	100%	100%
Primary Care Office Visit	\$30 copay	\$30 copay
Prescription Drug Deductible CY	\$150.00 (Tiers 3-5 only)	\$150.00 (Tiers 3-5 only)
Retail Prescription Drug Copays	\$0 / \$10 / \$55 / \$70	\$0 / \$10 / \$55 / \$70
Mail Order Prescription Drug Copays	\$25 copay subject to RX ded / \$137.5 copay / \$175 copay subject to RX ded	\$25 copay subject to RX ded / \$137.5 copay / \$175 copay subject to RX ded
Specialty Prescription Drugs	25% with a \$50 min and \$100 max	25% with a \$50 min and \$100 max

## Rates & Total Cost

Employee	557	\$284.94	\$298.65
<b>Total Retirees</b>	<b>557</b>		
<b>Annual Premium Total (w/out HSA/HRA)</b>		<b>\$1,901,120</b>	<b>\$1,996,177</b>
Change from Current			\$95,057
Percentage Change			5.0%

# Recommendations for Delta Dental and AmWins Retiree Plan

## ➤ **Delta Dental Renewal**

No increase in the past 4 years. Accept negotiated increase of 3%.  
Delta also agreed to guarantee a 2<sup>nd</sup> year rate cap of 5%.

## ➤ **AmWins Renewal**

Expected annual trend increase of 5%



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## **GENERAL MANAGER FINANCIAL SERVICES**

### **MEMORANDUM FOR THE AGENDA OF THE MARCH 10, 2022** **AGENDA SESSION**

**TO: BOARD OF COUNTY COMMISSIONERS**

**FROM: TAMMY GILLIS, INTERNAL AUDIT AND WELLNESS SERVICES  
DIRECTOR; VICKI EVANS, FINANCE DIRECTOR**

**DATE: 3/3/2022**

**SUBJECT: EMPLOYEE WELLNESS CLINIC VENDOR REQUEST FOR  
PROPOSAL RECOMMENDATION PRESENTED BY KEVIN QUINN,  
USI**

**Requested by: AMY CANNON, COUNTY MANAGER**

**Presenter(s): KEVIN QUINN, USI**

#### **BACKGROUND**

The County's Employee Wellness Clinic has been a tremendous asset to our employees and their families. Clinic practices and a decline in employee use over the past year led to internal discussion about potential improvements that could lead to better health results and potential health insurance cost savings. Since a vendor RFP was last conducted in 2014, and to provide due diligence, County Management engaged our employee benefits broker, USI, to conduct a nationwide RFP for potential onsite clinic vendors. USI provided staff with proposal summaries from five national vendors. Novant, the current clinic vendor provided a proposal; Cape Fear Valley Health Systems did not propose.

USI representatives and county staff conducted a thorough review of the proposed budgets, staffing models, and services provided through both written proposals and a two-phase interview process. Proactive MD whose headquarters is located in South Carolina, was determined to be the most responsive and offered the overall best service options at the lowest all-in recurring annual cost of \$612,000 plus a year-one implementation fee of \$41,000. Summary results of all proposals is attached.

By transitioning to Proactive MD, the County will be provided with the following, all of which are above the current level of service the current vendor provides within their annual contracted service amount:



1. Competitive pricing that includes next generation programs:
  - a. Onsite biometric screenings at the wellness fair (currently paid as a separate fee of almost \$95,000 on top of Novant's current clinic management fee)
  - b. Pre-employment drug testing (currently with a third-party vendor)
  - c. Potential for at-home visits to members
  - d. Clinic hours that will best fit with county workforce
  - e. 24/7 access to telemedicine with providers who can prescribe
2. Innovative marketing to improve engagement at the clinic
3. A vendor projection that:
  - a. Achieves 50% engagement in the population by year three of operations, to be included in the projection in their performance metrics
  - b. Provides the County with a break even point within 18 months, with a projected ROI between 1.3:1 to 1.5:1

Upon approval of selecting Proactive MD as the clinic's vendor, USI will assist county staff in finalizing the contract and the transition to the new vendor as of July 1, 2022. The current clinic Agreement allows for a 90-day notice to terminate.

### **RECOMMENDATION / PROPOSED ACTION**

County Management and staff recommend forwarding this item to the full Board of Commissioners for approval as a Consent Agenda item at the March 21, 2022 regular meeting with the following action:

Approve Proactive MD to provide employee contracted wellness services totaling \$612,000 annually plus \$41,000 in year one and incorporate those costs into the fiscal year 2023 budget process.

### **ATTACHMENTS:**

Description	Type
Presentation	Backup Material



March 2022

2022 ONSITE WELLNESS CLINIC

# COUNTY OF CUMBERLAND, NORTH CAROLINA

Kevin Quinn

Kyle Frigon

Karen Ruggiero

Faith Fresiello

[www.usi.com](http://www.usi.com)

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# USI Clinic RFP Comparison Overview

## Cumberland County Employee Wellness Clinic Request for Proposals Summary of Vendor Proposals March 2022

Vendor		CareATC	Everside	Novant	Premise	Proactive MD
<b>Staffing Model</b>	Nurse Practitioner	1	1	1	1	1
	Registered Nurse		1	1	1	
	Licensed Practical Nurse				1	1
	Medical Assistant	2	2	1		
	Patient Advocate/Health Coach	1				1
	Physical Oversight	yes	yes	yes	yes	yes
<b>FY2023 Budget Summary</b>	Salaries/Benefits/Oversight	\$ 364,749	\$ 432,594	\$ 667,306	\$ 407,410	\$ 365,480
	Operating/Supplies/Technology/Insurance	188,436	129,937	20,047	115,756	-
	General Administration Services	111,426	106,395	-	95,769	-
	Management Fee	77,911	154,361	-	43,531	246,520
	Annual Biometric Screens/Wellness Fair	85,690	63,078	94,000	79,097	-
	Total Annual Costs	\$ 828,212	\$ 886,365	\$ 781,353	\$ 741,563	\$ 612,000
	Year 1 Implementation Fee	\$ 68,656	\$ -	\$ -	\$ 103,484	\$ 41,000



# Clinic RFP Summary

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## **Last RFP conducted in 2014**

- ☐ Current vendor, Novant, requesting \$200,000 annual fee increase.
- ☐ Annual Wellness Fair with Novant comes at an additional cost of ~\$100,000 in addition to clinic fees.

**Extensive vetting process including, but not limited to budgets, staffing, and services was conducted over a 5-month period.**

**Proactive MD** is the recommended clinic provider because:

- ☐ Competitive pricing, and enhanced reporting.
- ☐ Onsite Wellness Fair at No additional cost.
- ☐ Patient-Centered approach focuses on both mind and body. Predicts 50% engagement in the population by year three of operations.
- ☐ Pre-employment drug screening at the clinic at no additional charge. Opportunity for engagement with employees in clinic immediately.
- ☐ Potential for at-home visits to members.
- ☐ Clinic hours that will best fit with county workforce and 24/7, and access to telemedicine with providers who can prescribe.
- ☐ Proactive MD is a local company and can provide quick and in-person solutions to any clinic or administrative issues.
- ☐ With redirected care and reduction of existing third-party occupational health vendors, expected break even is within 18 months.
- ☐ Projected ROI is between 1.3:1 and 1.5:1.

## Recommendation:

Approve Proactive MD to provide contracted employee wellness services totaling \$612,000 annually plus \$41,000 in year one and incorporate those costs into the fiscal year 2023 budget process.



CONFIDENTIAL AND PROPRIETARY: This document and the information contained herein is confidential and proprietary information of USI Insurance Services, LLC ("USI"). Recipient agrees not to copy, reproduce or distribute this document, in whole or in part, without the prior written consent of USI. Estimates are illustrative given data limitation, may not be cumulative and are subject to change based on carrier underwriting.

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## **CLERK TO THE BOARD OF COMMISSIONERS**

### **MEMORANDUM FOR THE AGENDA OF THE MARCH 10, 2022** **AGENDA SESSION**

**TO: BOARD OF COUNTY COMMISSIONERS**

**FROM: CANDICE H. WHITE, CLERK TO THE BOARD**

**DATE: 3/10/2022**

**SUBJECT: TAX EXEMPTIONS FOR 100% DISABLED VETERANS**

**Requested by: COMMISSIONER CHARLES EVANS**

**Presenter(s): COMMISSIONER CHARLES EVANS**

#### **BACKGROUND**

Commissioner Evans has requested that consideration be given at the March 10, 2022 Agenda Session regular meeting to exempting 100% disabled veterans from their real property and vehicles taxes.

The current disabled veteran homestead exemption is the first \$45,000 of the assessed real property value of the residence the disabled veteran owns and occupies. NCGS § 105-275(5a) states for a vehicle of a disabled veteran to be excluded from the tax base, the vehicle must be owned by the disabled veteran and altered with special equipment to accommodate a service-connected disability.

Local governments cannot create exemptions and exclusions as they must be created by the General Assembly and be uniform across the state. Commissioner Evans would like the Board of Commissioners to consider sending a resolution to members of the local legislative delegation seeking their support to sponsor a bill to exempt 100% service-connected disabled veterans from their property and vehicle taxes.



## **DEPARTMENT OF SOCIAL SERVICES**

### **MEMORANDUM FOR THE AGENDA OF THE MARCH 10, 2022** **AGENDA SESSION**

**TO: BOARD OF COUNTY COMMISSIONERS**

**FROM: HEATHER SKEENS, SOCIAL SERVICES DIRECTOR**

**DATE: 3/2/2022**

**SUBJECT: ERAP UPDATE AND REQUEST TO TRANSITION TO THE  
DEPARTMENT OF SOCIAL SERVICES FOR PROGRAM  
ADMINISTRATION**

**Requested by: AMY CANNON, COUNTY MANAGER**

**Presenter(s): HEATHER SKEENS, SOCIAL SERVICES DIRECTOR**

#### **BACKGROUND**

The Emergency Rental Assistance Program or RAP aka ERAP, is intended to provide aid to households that are unable to pay rent or utilities due to economic constraints from the COVID-19 pandemic. The program was initially Innovative Emergency Management, Inc. (IEM) who was contracted to serve as the program administrator of the original federal and state funding. The current vendor's contract will be ending in June and while they have indicated they will see through the remainder of the State ERAP2 funding IEM has informed staff that are not interested in continuing to serve as the program administrator for the funding from the North Carolina Pandemic Recovery Office (NC-PRO). The Department of Social Services (DSS) has been asked to administer the program, and we are ready to fill this role. The program that DSS will be administering are the dollars managed through NC-PRO. The Cumberland County Board of Commissioners have accepted this \$17 million. A specialized unit will need to be created within DSS to implement the program, software and equipment will have to be obtained, and support staff will have to be hired to process applications and serve as case managers. These costs will be funded from administrative funds included in the \$17M.

#### **RECOMMENDATION / PROPOSED ACTION**

County Management and Staff recommend forwarding the following action to the Board of Commissioners as a Consent Agenda item at the March 7, 2022 meeting:

Approve the transfer of administration of the Emergency Rental Assistant Program to the Department of Social Services and the establishment of 25 time-limited positions assigned to a specialized unit.

**ATTACHMENTS:**

Description

Type

Emergency Rental Assistance Program, Agreement #ERA1-2021-0002

Backup Material



## EMERGENCY RENTAL ASSISTANCE PROGRAM

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### Agreement # ERA1-2021-0002

THIS Agreement is hereby entered into by and between the North Carolina Pandemic Recovery Office (NCPRO), under the auspices of Office of State Budget and Management, OSBM, (the "AGENCY"), and Cumberland County, NC, (the "RECIPIENT"). The parties mutually agree to the terms and conditions set forth herein.

**WHEREAS**, NCPRO, an agency of the Office of State Budget and Management ("OSBM"), was designated by OSBM to accept and administer funds from the federal COVID-19 pandemic relief funds under Section 501 of Division N of the Consolidated Appropriations Act, 2021, Pub. L. No. 116-260 (Dec. 27, 2020) (referred to herein as "Section 501"); and

**WHEREAS**, North Carolina Session Law 2021-25, Senate Bill 172 An Act To Establish The State Fiscal Recovery Reserve And Fund, Coronavirus Capital Projects Reserve And Fund, And Local Fiscal Recovery Reserve And Fund To Maintain Funds Paid To The State From The Coronavirus State Fiscal Recovery Fund, Coronavirus Capital Projects Fund, And Coronavirus Local Fiscal Recovery Fund; To Appropriate Funds From The Local Fiscal Recovery Fund For Distribution To Non-Entitlement Units Of Local Government; To Appropriate Certain Federal Grant Funds Provided To The State Under The American Rescue Plan Act; And To Make Technical And Other Changes reserves or allots a maximum amount of Emergency Rental Assistance to the RECIPIENT and shall manage those funds in accordance with local priorities and federal requirements; and

**WHEREAS**, the parties enter into this Agreement to memorialize their understanding of the mutual advantages of this cooperative relationship;

**NOW, THEREFORE**, the parties agree to the terms and conditions set forth below:

#### 1. EFFECTIVE TERM

This Agreement shall be effective starting August 30, 2021 and shall terminate on December 31, 2022.

#### 2. RECIPIENT'S DUTIES

The RECIPIENT understands and agrees that the funds disbursed under this award may only be used for the purposes set forth in Section 501 of Division N of the Consolidated Appropriations Act, 2021, Pub. L. No. 116-260 (Dec. 27, 2020) (referred to herein as "Section 501") and any revisions made, and guidance issued thereto.

The RECIPIENT shall provide the activities as authorized and referenced in the North Carolina Session Law 2021-25, Senate Bill 172 An Act To Establish The State Fiscal Recovery Reserve And Fund, Coronavirus Capital Projects Reserve And Fund, And Local Fiscal Recovery Reserve And Fund To Maintain Funds Paid To The State From The Coronavirus State Fiscal Recovery Fund, Coronavirus Capital Projects Fund, And Coronavirus Local Fiscal Recovery Fund; To Appropriate Funds From The Local Fiscal Recovery Fund For Distribution To Non-Entitlement Units Of Local Government; To Appropriate Certain Federal Grant Funds Provided To The State Under The American Rescue Plan Act; And To Make Technical And Other Changes to administer the Emergency Rental Assistance Program. Funds will be used to provide rental and/or utility assistance payments, housing stability services to families in Cumberland County, North Carolina adversely affected by the pandemic, thereby placing them at risk of eviction from rental housing.

The RECIPIENT is responsible for completing ERA Grant Scope of Work (Form A-1) and NC PRO ERA Budget (Form A-2) found in Appendix I and II of this Agreement and the Federal Funding Accountability and Transparency Act (FFATA) Certification found in Appendix III and submitting these Forms to NCPRO within 14 days of signing this Agreement.

The RECIPIENT agrees to use the funds in the amounts allocated for the budget cost items set forth in the RECIPIENT's budget. See Appendix II.

The RECIPIENT understands and acknowledges that these are federal funds and the total funding level available under this Agreement will not exceed \$17,452,503.07. Appendix I and Appendix II provides scope of work and budgeted amounts to be paid to RECIPIENT.

The RECIPIENT understands that 65% of these federal funds must be obligated by September 30, 2021 to prevent reallocation by the U.S. Treasury.

The RECIPIENT understands and acknowledges required compliance with all statutory provisions outlined in:

- a. The Consolidated Appropriations Act, 2021, P.L. 116-260 (December 27, 2020) referred herein as “the Act”.
- b. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (Uniform Guidance) promulgated by the United States Office of Management and Budget sections: 2 C.F.R. 200.303 regarding internal controls, 2 C.F.R. 200.330 through 200.332 regarding subrecipient monitoring and management, and subpart F regarding audit requirements; and
- c. Guidance issued by the United States Department of Treasury during the term of this Agreement; and
- d. The RECIPIENT agrees to establish data privacy and security requirements as required by Section 501(g)(4) of the Act; and
- e. Pursuant to Executive Order 13043, 62 FR 19217 (April 8, 1997), the RECIPIENT is encouraged to adopt and enforce on-the-job seat belt policies and programs for their employees when operating company-owned, rented or personally owned vehicles; and
- f. Pursuant to Executive Order 13513, the RECIPIENT should encourage its employees, subrecipients, and contractors to adopt and enforce policies that ban text-messaging while driving, and Recipient should establish workplace safety policies to decrease accidents caused by distracted drivers; and
- g. Statutes and regulations prohibiting discrimination including the following:
  - Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq.) and Treasury’s implementing regulations at 31 C.F.R. Part 22, which prohibit discrimination on the grounds of race, color, or national origin under programs or activities receiving federal financial assistance.
  - The Fair Housing Act, Title VIII-IX of the Civil Rights Act of 1968 (42 U.S.C. § 3601 et seq.), which prohibits discrimination in housing on the basis of race, color, national origin, sex, familial status, or disability.
  - Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of handicap under any program or activity receiving or benefitting from federal assistance.
  - The Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101 et seq.) and Treasury’s implementing regulations at 31 C.F.R. Part 23, which prohibit discrimination on the basis of age in programs or activities receiving federal financial assistance; and
  - The Americans with Disabilities Act of 1990, as amended (42 U.S.C. §§ 12101 et seq.), which prohibits discrimination on the basis of disability under programs, activities, and services provided or made available by state and local governments or instrumentalities or agencies thereto.

The RECIPIENT agrees that it will maintain in effect a Conflict of Interest policy. The RECIPIENT and subrecipients shall disclose in writing to NCPRO, as appropriate, any potential conflict of interest affecting the awarded funds in accordance with 2 C.F.R. § 200.112. The RECIPIENT agrees to submit the RECIPIENT’S policy surrounding conflict of interest within 14 calendar days of execution of this Agreement.

The RECIPIENT understands that if the funds have been allocated to a nonprofit corporation or a contractor, and the use of funds by the nonprofit corporation or contractor is disallowed by federal law, the nonprofit corporation or contractor shall return the amount of funds allocated to nonprofit corporation to OSBM.

The RECIPIENT agrees to provide any necessary information as required by the Federal Funding Accountability and Transparency Act. See Appendix III.

The RECIPIENT understands that any publications produced with funds from this award must display the following language: "This project [is being] [was] supported, in whole or in part, by federal award number ERA0019 awarded to the State of North Carolina by the U.S. Department of the Treasury."

### **3. AGENCY'S DUTIES & STATUS REPORTING**

The AGENCY shall ensure that funds allocated and disbursed pursuant to Session Law 2021-25, comply with the intent and guidance found in this Law and ensure compliance with related federal and state statutes and financial management standards. Additionally, the RECIPIENT agrees to allow NCPRO to work with the RECIPIENT database administrator to collect detail transaction information supporting the expenditures from these funds.

- i. Invoice and Payment. The AGENCY shall advance one-fourth of the grant amount, \$4,363,125.77, upon written notification by the RECIPIENT that it has expended all of its direct federal award for emergency rental assistance. After the initial payment is provided to the RECIPIENT, the RECIPIENT shall submit disbursement requests every month.
- ii. The RECIPIENT shall submit the final disbursement request to be received by the AGENCY by September 15, 2022.
- iii. On or before October 31, 2022 the RECIPIENT will submit the final outcome and accomplishment reports (see Appendix VI).
- iv. The AGENCY reserves the right to withhold, reduce, or delay disbursement of the payments noted above, if the disbursement requests are not submitted, are not complete or do not include adequate attached documentation that can verify disbursement. The AGENCY must provide the RECIPIENT with a written explanation of the business reasons to delay, alter, or reject disbursement payments that have been invoiced to the AGENCY. The RECIPIENT has three (3) business days after such AGENCY communication to respond to address the item(s) of concern. The AGENCY is to communicate a final review within three (3) business days of such RECIPIENT response.

#### Administrative Costs

- a. The RECIPIENT may use funds provided to the RECIPIENT to cover both direct and indirect costs.
- b. The total of all administrative costs, whether direct or indirect costs, may not exceed 10 percent of the total amount of the total award or \$1,745,250.31.
- c. SB 172 stipulates that 10% of the total award may be used for a program hotline, housing stability services and administrative costs with no more than 5% of these funds used for administrative costs.

### **4. FUNDS MANAGEMENT**

The RECIPIENT also agrees to operate all transactions from these funds within a special revenue account that is not commingled with other funds to prevent the accidental inclusion of transactions not related to the Emergency Rental Assistance grant.

### **5. POST-GRANT AWARD DOCUMENTATION REQUIREMENTS**

RECIPIENT shall comply with all rules and reporting requirements established by the requirements of 9 N.C.A.C. Subchapter 3M.0205. The RECIPIENT agrees to submit the ERA Grant Project Status Report (Appendix IV) to the AGENCY every Friday during the term of this Agreement. The RECIPIENT further agrees to submit the Outcomes and Accomplishments Final Report (APPENDIX VI) to the AGENCY no later than October 31, 2022 or within forty-five (45) days of final expenditure date, whichever is earlier.

The above noted reports shall include RECIPIENT reporting information related to the above noted quantitative results and accomplishments. RECIPIENT agrees that all program activity results information reported shall be subject to review and authentication as described in Section 7 and RECIPIENT will provide access to work papers, receipts, invoices, and reporting records, if requested by the AGENCY, as the AGENCY executes any internal audit responsibilities.

## 6. AGREEMENT ADMINISTRATORS

All notices permitted or required to be given by one Party to the other and all questions about the Agreement from one Party to the other shall be addressed and delivered to the other Party's Agreement Administrator.

The name, post office address, street address, telephone number, fax number, and email address of the Parties' respective initial Agreement Administrators are set out below. Either Party may change the name, post office address, street address, telephone number, fax number, or email address of its Agreement Administrator by giving timely written notice to the other Party.

For the AGENCY	
IF DELIVERED BY US POSTAL SERVICE	IF DELIVERED BY ANY OTHER MEANS
Stephanie McGarrah North Carolina Pandemic Recovery Office MSC 20320 Raleigh, NC 27699-0320  Direct: 984-202-4267 Email: <a href="mailto:Stephanie.mcgarrah@osbm.nc.gov">Stephanie.mcgarrah@osbm.nc.gov</a>	Stephanie McGarrah North Carolina Pandemic Recovery Office 430 N. Salisbury Street Raleigh, NC 27603  Direct: 984-202-4267 Email: <a href="mailto:Stephanie.mcgarrah@osbm.nc.gov">Stephanie.mcgarrah@osbm.nc.gov</a>
For the RECIPIENT	
IF DELIVERED BY US POSTAL SERVICE	IF DELIVERED BY ANY OTHER MEANS
Name: Delores (Dee) Taylor  Title: Director of Community Development  Address: 707 Executive Place Fayetteville, NC 28305  Direct: 910-323-6112  Email: <a href="mailto:dtaylor@co.cumberland.nc.us">dtaylor@co.cumberland.nc.us</a>	Name: Delores (Dee) Taylor  Title: Director of Community Development  Address: 707 Executive Place Fayetteville, NC 28305  Direct: 910-323-6112  Email: <a href="mailto:dtaylor@co.cumberland.nc.us">dtaylor@co.cumberland.nc.us</a>

## 7. MONITORING AND AUDITING

The RECIPIENT acknowledges and agrees that, from and after the date of execution of this Agreement and for five (5) years following its termination, the books, records, documents, and facilities of the RECIPIENT are subject to being audited, inspected, and monitored at any time by the AGENCY upon its request (whether in writing or otherwise). The RECIPIENT further agrees to provide AGENCY staff and staff of the Office of State Auditor and any federal monitor or auditor with access to financial and accounting records and audit work papers in the possession of any auditor of any recipient of State funding to support internal audit, financial reporting, and related requirements.

Per 9 N.C.A.C. Subchapter 3M.0205A, a recipient or subrecipient that receives, holds, uses, or expends State financial assistance in an amount equal to or greater than five hundred thousand dollars (\$500,000) within its fiscal year shall have a single or program-specific audit prepared and completed in accordance with Generally Accepted Government Auditing Standards, also known as the Yellow Book. Audits must be provided to the AGENCY no later than nine months after the end of the RECIPIENT's fiscal year.

## 8. SITUS

This Agreement shall be governed by the laws of North Carolina and any claim for breach or enforcement of this Agreement shall be filed in State court in Wake County, North Carolina.

## **9. SUBCONTRACTING AND ASSIGNMENT**

The RECIPIENT agrees that the assigning or subcontracting of any work related to the contract to a subcontractor requires the advance written permission of the AGENCY. The AGENCY agrees to provide a response within three (3) days of the request. If such permission is granted, such entities shall comply with the following:

- (a) The RECIPIENT is not relieved of any of the duties and responsibilities of the original Agreement; and
- (b) The RECIPIENT agrees and is responsible for managing and monitoring each project, program, or activity supported by grant funds.
- (c) Any SUBCONTRACTOR agrees not to have any overdue tax debts, as defined by N.C.G.S. 105-243.1, at the federal, state, or local level. The SUBCONTRACTOR agrees to complete the State Grant Certification found in APPENDIX III and submit to the Agency within 30 calendar days of execution of this Agreement, as required by North Carolina General Statute 143C-6- 23(c).

## **10. COMPLIANCE WITH LAW**

The RECIPIENT agrees to comply with all applicable federal and state laws, rules, and regulations in its performance of this Agreement.

## **11. TERMINATION OF AGREEMENT**

This agreement may be terminated by mutual consent upon sixty (60) days written notice to the other party, or as otherwise provided by law. As soon as reasonably possible following termination of this agreement, the amount of any residual unexpended funds shall be transferred to the AGENCY.

## **12. AMENDMENTS**

This Agreement may be amended in writing which documents approval of changes by both the AGENCY and the RECIPIENT.

## **13. AGREEMENT CLOSE-OUT PROCESS**

The RECIPIENT agrees to submit to the AGENCY a complete performance and expenditure status report (final report) no later than October 31, 2022 or within forty-five (45) days of final incurred date, whichever is earlier. All funds not incurred as of September 1, 2022 will be returned to the AGENCY by September 30, 2022.

The above noted reports shall include RECIPIENT reporting information related to the above noted quantitative results and accomplishments. RECIPIENT agrees that all program activity results information reported shall be subject to review and authentication as described in Section 7 and RECIPIENT will provide access to work papers, receipts, invoices, and reporting records, if requested by the AGENCY, as the AGENCY executes any audit internal audit responsibilities.

RECIPIENT will be deemed noncompliant if its final report is not submitted within the timeframe mentioned earlier in Section 13 of this AGREEMENT. Once the complete final project status report package has been received and evaluated by the AGENCY, the RECIPIENT will receive official notification of agreement close-out. The letter will inform the RECIPIENT that the AGENCY is officially closing the agreement and retaining all agreement files and related material for a period of five (5) years or until all audit exceptions have been resolved, whichever is longer.

## **14. AUTHORIZED SIGNATURE WARRANTY**

The undersigned represent and warrant that they are authorized to bind their principals to the terms of this agreement.

In Witness Whereof, the RECIPIENT and the AGENCY have executed this Agreement in duplicate originals, with one original being retained by each party.

CUMBERLAND COUNTY, NC

  
Signature

1/6/2022  
Date

GLENN ADAMS, CHAIRMAN OF THE CUMBERLAND COUNTY BOARD OF COMMISSIONERS

Printed Name

Title

NORTH CAROLINA OFFICE OF BUDGET AND MANAGEMENT

NORTH CAROLINA PANDEMIC RECOVERY OFFICE

Signature

Date

Charles Perusse

State Budget Director

Printed Name

Title

OSBM/NCPRO – Agreement

## Appendix I

### ERA Grant Scope of Work (Form A-1)

Before it will be possible to finalize this award and make any disbursement, you are required to provide to the Agency a description for how the organization will spend the amount of funding allocated for the specific purpose as stated in the Agreement. This will include completing the following:

1. Organization Section of this Document
2. Scope of Work Section of this Document
3. The Budget for Recipient in Appendix A-2

<b>1. Organization:</b>	
Organization Name:	Cumberland County, NC
Organization Fiscal Year End:	June 30

#### 2. Scope of Work:

Recipient shall detail below how the organization will spend the amount of funding allocated for the specific purpose as stated in the Agreement. The description should include activities to be provided, objectives to be achieved, and expected results. The description should also include anticipated timing of those activities, objectives and expected results. Contractor's budgeted amounts and description of work with the activities, objectives, and expected results are to be provided within fifteen (15) days of contract approval. The following documents must also be provided - Emergency Rental Assistance Program Policies and Procedures, Outreach/Communication Plan and Program Compliance Plan.

As required by Treasury, the program policies should include the collection of the following information.

- Address of the rental unit.
- Amount and percentage of monthly rent covered by ERA assistance.
- Amount and percentage of separately stated utility and home energy costs covered by ERA assistance.
- Total amount of each type of assistance provided to each household (*i.e.*, rent, rental arrears, utilities and home energy costs, utilities and home energy costs arrears, and other expenses related to housing incurred due directly or indirectly to the COVID-19 outbreak).
- Amount of outstanding rental arrears for each household.
- Number of months of rental payments and number of months of utility or home energy cost payments for which ERA assistance is provided.
- Household income and number of individuals in the household; and
- Gender, race, and ethnicity of the primary applicant for assistance.
- For landlords and utility providers, the name, address, and Social Security number, tax identification and DUNS number.

**Appendix II: NCPRO ERA Grant  
Grant Recipient's Budget (Form A-2)**

Below are general expenditure descriptions that can serve as a guide for preparing the organization's budget related to the grant award. Please add rows in the budget section as needed. This form must be certified by the signature of an authorizing official. The certification is for both Attachment A-1 and A-2. If subcontractors' detail is not available upon contract execution, include the expenses in the "Subcontract Expenses" column.

## 1. General Information

NAME OF RECIPIENT ORGANIZATION:	Contract Agreement Number	Total Funding Authorized by SB 172	CDFA	Term of Grant	Will you subgrant or pass down funds to other organizations?	Organization Tax ID Number	DURS Number	Point of Contact Name:	Point of Contact Title:	Point of Contact Email:	Point of Contact Phone Number
Cumberland County, NC	ERA-1-2021-0002	\$ 117,452,903.07	21.023	July 23, 2021 to December 31, 2022							

## 2. Budget Section

[illegible]



### Appendix III: Federal Funding Accountability and Transparency Act (FFATA)

The State of North Carolina must report into the FFATA Subaward Reporting System which captures and report subawards and executive compensation data regarding their first tier subawards to meet the FFATA reporting requirements.

Cumberland County, North Carolina

Enter your DUNS Number: \_\_\_\_\_

Enter your 9 Digit Zip Code: \_\_\_\_\_

**Question 1:** In your business or organization's preceding completed fiscal year, did your business or organization (the legal entity to which this specific CCR record, represented by a DUNS number, belongs) receive (1) 80 percent or more of your annual gross revenues in U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements; and (2) \$25,000,000 or more in annual gross revenues from U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements?

**Question 2:** Does the public have access to information about the compensation of the executives in your business or organization (the legal entity to which this specific CCR record, represented by a DUNS number, belongs) through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986?

## Appendix IV

### Emergency Rental Assistance Grant Project Status Report (Form R-1)

On the first day of each month during the term of this Agreement, and before it will be possible to make any disbursement, you are required to provide to the Agency the status towards the specific purpose as stated in the **ERA Grant Scope of Work (A-1) (Attachment I)**. This report is to be completed by the grant recipient and uploaded to the link below.

<https://ncosbm.sharefile.com/r-rfab4acd51d7e409bad61ccec518e85e1>

#### 1. Organization

Organization Name	Cumberland County, North Carolina
Contract Agreement Number	ERA1-2021-0002
Date	

#### 2. Financial Summary

Total Funding Authorized	Total Funding Received to Date	Balance
\$17,452,503.07		

**3. Performance:** The Recipient shall detail below how the organization has spent the amount of funding allocated for the specific purpose as stated in the Agreement. The description should include all activities and progress.

Reporting Period Date(s): \_\_\_\_\_

Descriptive summary of how the funds were used, including specific deliverables achieved to include the following performance information.

##### Performance Indicators

- Number of applications received
- Number of applications approved
- Number of applications determined ineligible
- Number of rent awards
- Number of utility awards
- Number of applicants below 80%, 50% and 30% of area median income
- Number of households qualified for unemployment benefits
- Number of households demonstrating a risk of homelessness or housing instability

##### Applicant Characteristics

- Head of Household (HH) Race
- HH Ethnicity
- HH Age
- HH Gender
- HH Zip Code
- Household Size
- Traditionally underserved groups (underserved, non-English speaking population)

**Financial Data:**

Total expended for Rent Awards:	\$ _____
Total expended for Utility Awards:	\$ _____
Total expended for Housing Stability:	\$ _____
Total expended for Administrative Expenses:	\$ _____
 Grand Total for the Reporting Period:	 \$ _____

I certify that funds mentioned in this document were used in accordance with Appendix I and II in the contract between the State of North Carolina and my organization.

Name:  
Signature:  
Title:  
Phone:  
Email:

**APPENDIX V: NCPRO Emergency Rental Assistance Grant**  
**Monthly Disbursement Request (Form R-2)**

Form 8-1 must accompany this form to receive funds disbursement from NCPR.

RECIPIENT COMPLETION INFORMATION: Upload complete form to: <https://ccr.bm.sharefile.com/t-1fab4ad51d7e409bad61cc9518e85e1>

**PART A: Summary of Funding Received and Spent**[illegible][illegible]

**Appendix VI**  
**Emergency Rental Assistance Program Grant (Form F)**  
**Outcomes and Accomplishments Final Report**

To finalize this award, you are required to provide to the Agency with a narrative of the outcomes and accomplishments related to the funds spent for the specific purpose as stated in the grant contract. You can use the secure link that is provided by NCPRO to upload images, brochures, and other information to illustrate your outcomes and accomplishments. \_

**1. Organization:**

Organization Name: Cumberland County, North Carolina

**2. Outcomes and Accomplishments:**

Signed by \_\_\_\_\_  
Printed Name \_\_\_\_\_  
Title \_\_\_\_\_  
Date \_\_\_\_\_



## **FINANCE OFFICE**

### **MEMORANDUM FOR THE AGENDA OF THE MARCH 10, 2022** **AGENDA SESSION**

**TO: BOARD OF COUNTY COMMISSIONERS**

**FROM: VICKI EVANS, FINANCE DIRECTOR**

**DATE: 3/3/2022**

**SUBJECT: CONTRACT RENEWAL WITH SOUTHERN HEALTH PARTNERS FOR  
HEALTHCARE DELIVERY SERVICES AT THE CUMBERLAND  
COUNTY DETENTION CENTER**

**Requested by: AMY CANNON, COUNTY MANAGER**

**Presenter(s): VICKI EVANS, FINANCE DIRECTOR**

#### **BACKGROUND**

As a result of a recommendation from a formal Request for Proposals process, the Board of Commissioners awarded Southern Health Partners, Inc. (SHP) the contract to provide healthcare delivery services at the Cumberland County Detention Center beginning July 1, 2017. The County is currently in its fifth year of this contract. The contract language allows for extensions of additional one-year terms as follows:

SHP shall provide written notice to County of the amount of compensation increase requested for renewal periods effective on or after July 1, 2020, or shall otherwise negotiate mutually agreeable terms with County prior to the beginning of each annual renewal period.

For fiscal year 2023, SHP is requesting a two percent increase above the FY2022 base fee and per diem rate, consistent with the increases that have occurred each year of their contract. The request for renewal from SHP is attached.

It has been five years since an RFP process was conducted. Finance staff and staff of the Sheriff's Office are planning to conduct a formal RFP process for detention center healthcare services during fiscal year 2023 to provide due diligence. The SHP agreement allows for a 60 day notice of termination, without cause.

## **RECOMMENDATION / PROPOSED ACTION**

Management recommends forwarding this item to the full Board of Commissioners for approval as a Consent Agenda item at the March 21, 2022 regular meeting with the following action:

Approve the FY2023 contract renewal with Southern Health Partners to provide healthcare services at the Detention Center. The annual renewal includes a two percent increase over the FY2022 base fee and per diem rate.

## **ATTACHMENTS:**

Description

SHP Renewal

Type

Backup Material



# Southern Health Partners

March 2, 2022

Glenn Adams, Chairman  
Cumberland County Board of Commissioners  
117 Dick Street, Room 561  
Fayetteville, NC 28301

Re: Health Services Agreement

Dear Mr. Adams:

SHP would like to thank the County and Sheriff's Office for the trust and support in allowing us to serve as the on-site medical provider at the Detention Center. With our contract anniversary coming up soon, please feel free to reach out with any questions or needs. I would be happy to speak with you if there are any areas of the contract you would like to discuss.

For planning and budgeting, I have outlined a new rate description for you below. SHP is willing to honor a fixed 2% annual increase on the base fee and per diem rate for the 2022-2023 period, as offered in my email to Ms. Blauser dated March 12, 2020. We will need the adjustment to help us keep up with higher operating expenses, which continue to increase significantly from year to year, and to help toward staff compensation/wage increases and the costs of employee benefits, so we can retain good, solid team members.

Contract Period: July 1, 2022, through June 30, 2023	
Base annualized fee:	\$2,696,690.50 (\$224,724.21 per month)
Per diem greater than 778 inmates:	\$1.40
Annual outside cost pool limits:	\$100,000.00 (first tier); \$200,000.00 (second tier)

We will plan to implement the rate change starting with the July service fee invoice. All provisions of the contract will remain in full force and effect.

Please keep this letter for the contract file and return a signed copy to me at your earliest convenience, or by April 30, 2022. Again, if there is anything you need, don't hesitate to call or email me. I can be reached directly in the NC/SC Regional Office by phone at 803-802-1492, or by email at [carmen.hamilton@southernhealthpartners.com](mailto:carmen.hamilton@southernhealthpartners.com).

We appreciate the County's continued business and investment in working with SHP to deliver an outstanding program of high-quality patient care services.

Sincerely,

Carmen Hamilton  
Contracts Manager

CUMBERLAND COUNTY, NC  
BY:

---

/cph

cc: Sheriff Ennis Wright  
Ms. Lisa Blauser





**OFFICE OF THE COUNTY ATTORNEY**

**MEMORANDUM FOR THE AGENDA OF THE MARCH 10, 2022**  
**AGENDA SESSION**

**TO: BOARD OF COUNTY COMMISSIONERS**

**FROM: COUNTY ATTORNEY**

**DATE: 3/4/2022**

**SUBJECT: JAIL MEDICAL PLAN**

**Requested by: RONNIE MITCHELL**

**Presenter(s): COUNTY ATTORNEY**

**BACKGROUND**

The county is required to adopt and maintain a jail medical plan in accordance with N.C.G.S. 153A-225 and 10A NCAC 14J.1001. The plan must be reviewed annually by the Public Health Director. The plan was last approved by Board October 15, 2018. The Public Health Director has completed an annual review of the plan with no revisions. The plan is attached and is available for review in the County Manager's Office. This is the first review by Dr. Green and the Board is requested to approve it for that reason.

**RECOMMENDATION / PROPOSED ACTION**

County attorney recommends approval of the attached jail medical plan.

**ATTACHMENTS:**

Description

Cumberland County Detention Center - 2021-2022 Jail Health Plan

Type

Backup Material



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# Jail Health Plan

2021- 2022

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Cumberland County  
Detention Center

## **Table of Contents of Jail Health Plan**

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## **Overview of the Cumberland County Jail Health Plan and Adoption of the Plan**

This plan is designed and designated for providing medical care for prisoners in the Cumberland County Jail or Detention Center. The plan: (1) is designed to protect the health and welfare of the prisoners and to avoid the spread of contagious disease; (2) provides for medical supervision of prisoners and emergency medical care for prisoners to the extent necessary for their health and welfare; (3) provides for the detection, examination and treatment of prisoners who are infected with tuberculosis or venereal diseases; and (4) encourages the utilization of Medicaid coverage for inpatient hospitalization or for any other Medicaid services allowable for eligible prisoners, providing that the plan includes a reimbursement process which pays to the State, that portion of the costs, including the costs of the services provided and any administrative costs directly related to the services to be reimbursed, to the State's Medicaid program.

This written medical plan has been developed in compliance with N.C. Gen. Stat. §153A-225, and it shall be available for ready reference by jail personnel. Accordingly, the medical plan includes a description of the health services available to inmates.

Further, this plan includes policies and procedures that address the following areas:

- (1) Health screening of inmates upon admission;
- (2) Handling routine medical care;
- (3) The handling of inmates with chronic illnesses or known communicable diseases or conditions;
- (4) Administration, dispensing and control of prescription and non-prescription medications;
- (5) Handling emergency medical problems, including but not limited to emergencies involving dental care, chemical dependency, pregnancy and mental health;
- (6) Maintenance and confidentiality of medical records; and
- (7) Privacy during medical examinations and conferences with qualified medical personnel.

Under the plan, inmates are, at a minimum, provided an opportunity each day to communicate their health complaints to a health professional. Qualified medical personnel shall be available to evaluate the medical needs of inmates and no inmates, even if otherwise qualified are permitted to perform any medical functions in the jail. A written record shall be maintained of the request for medical care and the action taken.


This plan has been developed in consultation with the appropriate local officials and organizations, including the sheriff, the county physician, the local or district health director, and the local medical society. It has been, as it must be, approved by the local or district health director after consultation with the area mental health, developmental disabilities, and substance abuse authority, having been determined to be adequate to protect the health and welfare of the prisoners.

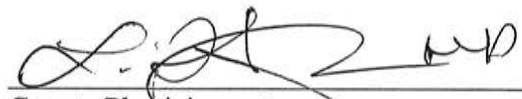
Upon a determination that the plan is adequate to protect the health and welfare of the prisoners, the plan must be adopted by the governing body. The medical plan shall be reviewed annually.

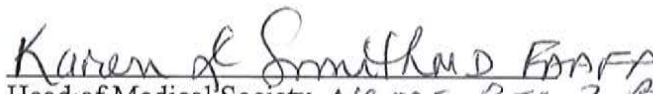
### Certificate of Consultation

This plan has been developed in consultation with the appropriate local officials and organizations, including the sheriff, the county physician, the local or district health director, and the local medical society. It has been approved by the health director after consultation with the area mental health, developmental disabilities, and substance abuse authority.

Accordingly, having been determined to be adequate to protect the health and welfare of the prisoners, the plan, to the extent of the consultation with each of the undersigned, meets the approval of the undersigned.

  
Cumberland County Health Director  
Date: 11/02/2021

  
County Physician  
Date: 11/22/2021

  
~~Head~~ of Medical Society NCM5 REG 3 BOD  
Date: 2-28-2022

  
Sheriff of Cumberland County  
Date: 3-1-22

### **Certificate of Approval and Adoption**

Upon a determination that the Jail Health Plan is adequate to protect the health and welfare of the prisoners, the plan has been adopted by the Board of Commissioners of the County of Cumberland.

\_\_\_\_\_  
Chairman,  
Cumberland County Board of Commissioners  
Date: \_\_\_\_\_

\_\_\_\_\_  
County Manager for Cumberland County  
Date: \_\_\_\_\_

**Statement of Trade Secrets**  
**Portions of Plan and Manual Exempt from Public Records Act**

The operational portions of this manual and this Jail Health Plan constitute a "trade secret" as defined in N.C. Gen. Stat. §66-152(3), are the property of a private person, viz. a corporation as defined in N.C. Gen. Stat. § 66-152(2), which is or has been disclosed or furnished to the County of Cumberland and the Cumberland County Sheriff's Office in connection with Southern Health Partners' performance of a public contract or in connection with its response to request for proposal bid, application, proposal, and has been designated or indicated as "confidential" or as a "trade secret" at the time of its initial disclosure to the County of Cumberland and the Cumberland County Sheriff's Office, and is not a public record and must and shall be maintained as confidential and not subject to disclosure as a public record.





## Policy and Procedure Manual for Health Services In Jails

### Part 1 - Table of Contents

Jail Health Plan Approval Form	
Acknowledgement Forms	
STANDARD NAME	SUMMARY OF STANDARDS
Part 1	TABLE OF CONTENTS Pages 6-9
Part 2	GOVERNANCE AND ADMINISTRATION Pages 12-26
Access to Care	Sets clear policy/procedure for patients to access health services.
Responsible Health Authority	Intent is to note a coordinate health care and mental health system within the jail.
Medical Autonomy	Clinical decisions are made for clinical purposes; health staff are otherwise subject to the <b>same</b> security regulations.
Administrative Meetings and Reports	Regularly scheduled meetings to be held at site. Facilitates joint monitoring, problem solving, planning, etc. Health Staff & Corrections to meet. Minutes to be kept.
Policies and Procedures	P&P Manual is on-site and being followed; All medical staff to sign off as to review of manual, and manual is readily accessible.
Quality Improvement Program	Ensures a quality health care delivery system is in place through quality improvement monitoring. Regular chart reviews, system reviews, etc.
Emergency Response Plan	Plan in place to protect health, safety, and welfare of patients, staff, and visitors during emergencies. Disaster drill to be performed 1x/year, on each shift.
Communication on Special Needs Patients	Identification of Special Needs Patients; notification of key staff as to placement of special needs patients within facility.
Privacy of Care	Reasonable efforts to guard privacy of a health encounter and to protect a patient's dignity. Keep in mind HIPAA regulations.
Procedure in the Event of an Inmate Death	Reporting aspects in the event of a patient death.
Grievance Mechanism for Health Complaints	Sets clarification that grievance responses are expected to be professional and timely.
PART 3	MANAGING A SAFE AND HEALTHY ENVIRONMENT Pages 27-35
Infection Control Program	Addresses issues relating to Infection Control. See also the Infection Control Manual.
Patient Safety	Promotes patient safety through review of processes and reporting adverse or near-miss clinical events.
Staff Safety	Promotes a safe working environment for all SHP staff on-site.
Procedure in the Event of a Sexual Assault	Indicates medical response with health interventions upon report of a sexual assault.
PART 4	PERSONNEL AND TRAINING Pages 36-46
Credentialing	Health staff are legally qualified to provide the services for which they have been hired; Works within scope of practice; Credentialing done by corporate office.

## Policy and Procedure Manual for Health Services In Jails

<b>Clinical Performance Enhancement</b>	Promotes peer review of the clinician's practice; Review for MD, Psych; DDS; Psychologists.
<b>Professional Development</b>	Monthly in-services to be held; 1 hour per month. Documentation of such in-services to be kept on-site. Nurses responsible for complying with CEU requirements for licensure.
<b>Health Training for Correctional Officers</b>	Promotes training of correctional officers as to recognizing when to call medical; provision of emergency care until medical arrives; intake screening;
<b>Medication Administration Training</b>	Proper administration of medications is being performed. Narcotic counts must be performed.
<b>Inmate Workers</b>	Patients are not to work as a medical staff person. Can be cleared for Trustee Status by medical staff.
<b>Staffing Plan</b>	Outlines an effective staffing plan is set at the facility.
<b>Health Care Liaison</b>	Sets procedure as to when health care staff are not on site, who is in charge; On-call procedures, etc.
<b>Orientation for Health Services Staff</b>	All health services staff (FT, PT, PRN) are to receive a basic orientation on the 1 <sup>st</sup> day of employment; Include security regulations; emergency responses; P&P manual; job description/job duties; etc.
<b>PART 5 HEALTHCARE SUPPORT SERVICES</b> <b>Pages 47-55</b>	
<b>Pharmaceutical Operations</b>	Pharmaceutical services are being properly operated and monitored;
<b>Medication Services</b>	Provisions for medications services at the facility, timely, safe and sufficient manner.
<b>Clinical Space, Equipment and Supplies</b>	Provides for sufficient space and equipment for medical staff to perform tasks.
<b>Diagnostic Services</b>	Diagnostic services are available when needed.
<b>Hospital and Specialty Care Services</b>	Arrangements and/or agreements are in place for hospital and specialty care services off-site, if needed.
<b>PART 6 PATIENT CARE AND TREATMENT</b> <b>Pages 56-75</b>	
<b>Information on Health Services</b>	Patients must have knowledge about the availability of and access to health care services. Topics addressed orally and in writing include access to health; grievance process; and co-pay system if in place.
<b>Receiving Screening</b>	Intends to identify and meet any immediate health needs of those admitted; to obtain urgent/emergent treatment; and to identify and isolate patients who appear contagious. Identify any chronic conditions.
<b>Transfer Screening</b>	Procedure for intersystem transfers; requirement calls for a review of the health record within 12 hours of arrival.
<b>Health Assessment</b>	H&P done within 14 days of admission; Physician/Physician Provider must sign off on H&P; TB testing is required as part of H&P, if not done sooner.
<b>Mental Health Screening and Evaluation</b>	Identify mental health needs; screening can be done by trained nurses, with further evaluation (if needed) to be done by qualified mental health professionals.
<b>Oral Care</b>	Screening to be done within 14 days of admission; screening to be done by dentist or trained health staff; Instruction in oral hygiene & preventive education to be done within 1 month of admission. Exam by a dentist for patients who haven't been seen and their stay is over 12 months.
<b>Non-emergency Health Care Requests and Services</b>	Routine health care needs are met; Vital signs are to be noted on all patient encounters, to be written on the sick call forms. Sick call timeliness is within 24 hours (72 hrs/weekends) of



## Policy and Procedure Manual for Health Services In Jails

	the request. Expectation of 2x/wk for ADP of <100; 3x/wk for ADP of 100-200; and 5x/wk for ADP of >200.
<b>Emergency Services</b>	Emergency health planning occurs to prevent bad outcomes in relation to emergencies. Requires community hospital availability and emergency on-call system for medical.
<b>Segregated Patients</b>	Patients placed in segregation maintain medical & mental health while isolated; Correctional staff <b>must notify</b> health staff when patients are placed in segregation.
<b>Medical Observation</b>	Patients placed on Medical Observation must be monitored by medical staff during placement of such.
<b>Patient Escort</b>	Escorting staff to be provided so patients can meet health care appointments.
<b>Nursing Assessment Guidelines</b>	Focuses on the use of nursing assessment guidelines and treatment protocols. Use of Clinical Pathways.
<b>Continuity of Care during Incarceration</b>	Ensures patients receive care as ordered by clinicians, and within a timely fashion.
<b>Discharge Planning</b>	As part of the discharge/release process, patient should be given referral information to community providers, if needed.
<b>PART 7 HEALTH PROMOTION &amp; DISEASE PREVENTION</b> <b>Pages 76-78</b>	
<b>Healthy Lifestyle Promotion</b>	Education of patient's in self-care and promoting instruction for health conditions; General educational materials to be provided.
<b>Medical Diets</b>	Special medical diets will be made available when ordered by medical staff.
<b>PART 8 SPECIAL NEEDS AND SERVICES</b> <b>Pages 79-94</b>	
<b>Management of Chronic Disease</b>	Management of chronic medical condition patients. Focuses on identification; follow-up and regularly scheduled monitoring.
<b>Special Needs Treatment Plans</b>	Ensures chronic or special needs patients are seen and evaluated by medical staff.
<b>Infirmaries Care</b>	Infirmaries may be established to provide medical needs on-site.
<b>Basic Mental Health Services</b>	Provides basic mental health services at the facility.
<b>Suicide Prevention Program</b>	Identifying and responding to suicidal individuals
<b>Intoxication and Withdrawal</b>	Patients with alcohol and other drug problems are properly identified and managed through medical services at the site.
<b>Patients with Alcohol and other drug problems</b>	Screening for abuse of or dependency upon alcohol or drugs at the intake process.
<b>Contraception</b>	Female patients have access to emergency contraception.
<b>Care of the Pregnant Patient</b>	Regular prenatal care to be provided, if pregnant patients are within the facility.
<b>Pregnancy Counseling</b>	Counseling provided to pregnant females, through community referrals.
<b>Orthoses, Prostheses, and Other Aids to Impairment</b>	Resources provided to patients in need of prostheses, etc.; in case of security issues, alternative accommodations must be made to meet the health needs of the patient.
<b>Care for the Terminally Ill</b>	Addresses the needs of a terminally ill patient; includes pain management, guidance, early

## Policy and Procedure Manual for Health Services In Jails

	release, or hospice care.
<b>PART 9</b> <b>HEALTH RECORDS</b> <b>Pages 95-100</b>	
<b>Health Record Format and Contents</b>	Health record is properly created and maintained. Confidentiality is a must.
<b>Confidentiality of Health Records and Information</b>	Protects the patient's right to confidentiality of both the health and personal information located within the record. Health staff and correctional officers <b>must</b> have instruction concerning patient confidentiality.
<b>Access to Custody Information</b>	Medical to have access to custody info if deemed important to patient's health needs.
<b>Availability and Use of Health Records</b>	Record is used in each scheduled clinical encounter.
<b>PART 10</b> <b>MEDICAL / LEGAL ISSUES</b> <b>Pages 101-108</b>	
<b>Use of Restraint and Seclusion in Correctional Facilities</b>	Must receive Physician/Physician Provider order prior to the use of restraints for clinical reasons; monitoring and evaluation by health staff of those patients; Documentation is a must!
<b>Emergency Psychotropic Medication</b>	Intent is to prevent harm in emergency situations when patient is a danger to self or others; Must have a Physician/Physician Provider's order prior; Documentation is a must!
<b>Forensic Information</b>	Medical staff does not participate in the gathering of evidence; DNA testing may be performed if required by law, and under consent of the patient.
<b>End-of-Life Decision Making</b>	Focuses on decisions to be made by patients; Living wills, DNRs, etc.
<b>Informed Consent and Right to Refuse Treatment</b>	Patients retain their right to make informed decisions regarding health care issues. Right to refuse treatment information.
<b>Medical and Other Research</b>	Medical staff is not to participate in medical or other research projects patients may be participating in at the jail.
<b>PART 11</b> <b>MISCELLANEOUS</b> <b>Pages 109-122</b>	
<b>Executions</b>	Medical staff will not participate in executions.
<b>Volunteers, Students, Interns</b>	SHP will not utilize the services of volunteers, students unless approved by H.R. Dept. and Jail Administration.
<b>Manuals</b>	SHP manuals to be placed on-site or on-line for all staff to review and refer to when needed
<b>MRSA</b>	SHP policy/procedure for Identification and Treatment of MRSA infections
<b>Taser Injuries</b>	Treatment and care of taser injuries at the jail.
<b>Pandemic Flu Planning</b>	Corporate policy and procedure in the event of a Pandemic Flu Event.
<b>Hunger Strikes</b>	Corporate policy and procedure if a patient institutes a hunger strike, or hasn't been eating (refuses or otherwise).
<b>Organ Donations</b>	In the aspect of inmate patient request, practices to be followed according to jail policy.



## Policy and Procedure Manual for Health Services In Jails

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### INTRODUCTION

Southern Health Partners, Inc. (SHP) has developed these policies and procedures to be used by our employees in conjunction with the provision of patient health care services at the jail. Administrative and operational policies are utilized to ensure uniformity and consistency in the day-to-day operation of medical services. Policies are intended to provide direction to personnel in their application of professional/technical skills in the correctional setting.

By definition, the Medical Director is a reference term which applies to our Director of Medical Services at the facility. This may be a Physician, Physician Assistant, Nurse Practitioner, or any other Physician Provider and/or designee contracted by the corporate office to provide services on behalf of Southern Health Partners, Inc.

By definition, the Medical Team Administrator is a reference term which applies to our Nurse Administrator of the medical program under contract by the County with Southern Health Partners, Inc.

By definition, the Region Representative is a reference term which applies to the oversight representative for your location which is in place by the corporate office of Southern Health Partners, Inc.

The plan complies with North Carolina General Statutes 153A-225 Medical Care of Prisoners and 10A NCAC 14J.1001 Medical Plan. The plan is available for reference by designated jail personnel and includes a description of the health services available to inmates. The plan includes policies and procedures for: health screening of inmates upon admission; handling routine medical care; handling of inmates with chronic illnesses or known communicable diseases or conditions; administration, dispensing and control of prescription and non-prescription medications; handling emergency medical problems, included but not limited to emergencies involving dental care, chemical dependency, pregnancy and mental health; maintenance and confidentiality of medical records; and privacy during medical examinations and conferences with qualified medical personnel. Qualified medical personnel are available to evaluate the medical needs of inmates and a written record is maintained of the request for medical care and the action taken.

All SHP staff must support existing policies and procedures – although we are flexible! Never should good prudent medical judgment be ignored due to the written SHP policy/procedure. Remember, the NCCHC guidelines for which our policies and procedures are based are just that....guidelines. These existing procedures may need to be added to, deleted from or modified based on each particular institution's contract and/or needs.

In cases where a professional (Physician/Physician Provider, nurse, etc.) identifies a policy works to the disadvantage of the institution (or an individual), the policy may be modified upon request. The professional may also request a change in policy based on new information or particular circumstances.

The Medical Team Administrator and medical staff may make exceptions for existing policies and procedures if issues of prudent medical judgment are involved and at hand. However, a written report must be forwarded to the corporate office noting the following:

1. Policy name;
2. Exception / change made;
3. Reason for making the exception / change.

The policies will be reviewed and amended as needed on an annual basis, however, suggestions may be submitted at any time. Changes to Policy and Procedure will be re-typed at corporate office, and the updated policy and procedure will note the effective change date within the policy and procedure.



## Policy and Procedure Manual for Health Services In Jails

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SHP's policies are to be utilized by SHP employees only. No part of this manual may be reproduced in any form by any means without written permission from the corporate office.

The medical plan is revised annually in consultation with appropriate local officials and organizations. It is reviewed annually by the Cumberland County Health Director, the Medical Director of Southern Health Partners, Inc., the Jail Health Services Physician, the Jail Health Services Psychiatrist, and the Sheriff.

This manual is written under the National Commission on Correctional Health Care guidelines - 2014 Standards for Health Services in Jails.

Please have all medical staff members become familiar with these policies and procedures, and always keep them in the medical unit area for ease of employee use and reference.

References for the development of this Manual:

National Commission on Correctional Health Care  
2014 Standards for Health Services in Jails  
[www.ncchc.org](http://www.ncchc.org)

Centers for Disease Control and Prevention  
[www.cdc.gov](http://www.cdc.gov)

Federal Bureau of Prisons  
[www.bop.gov](http://www.bop.gov)

North Carolina Board of Nursing  
[www.ncbon.com](http://www.ncbon.com)

NC Department of Health and Human Services  
[www.ncdhhs.gov/dhsr/](http://www.ncdhhs.gov/dhsr/)

NC General Statutes 130A-143; 130A-145; 53A-222

NC Administrative Code 10-NCAC41A.0101 and 0102; 10A NCAC 14J.1001

## PART 2

## GOVERNANCE AND ADMINISTRATION

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RESPONSIBLE HEALTH AUTHORITY. . . . .	14
MEDICAL AUTONOMY. . . . .	15
ADMINISTRATIVE MEETINGS AND REPORTS . . . . .	17
POLICIES AND PROCEDURES. . . . .	18
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EMERGENCY RESPONSE PLAN . . . . .	20
COMMUNICATION OR SPECIAL NEEDS PATIENT(S). . . . .	21
PRIVACY OF CARE. . . . .	23
PROCEDURE IN THE EVENT OF A PATIENT DEATH. . . . .	24
GRIEVANCE MECHANISM FOR HEALTH COMPLAINTS. . . . .	26

This manual is not to be a substitution of good prudent medical judgment. Medical situations arise in a variety of scenarios, some of which may not be covered in this manual. It is the expectation by SHP of the SHP staff to use good medical judgment when faced with any medical scenario, and should such not be listed by policy, procedure, and/or practice within this manual, will not preclude the aspect of care being rendered. SHP medical staff can reach out to various levels of SHP (corporate office staff, VPs of Operations, Regional Representatives, Site Medical Director, Corporate Medical Director, etc.) regarding questions, comments, concerns, etc.





## **ACCESS TO CARE**

### **Section: Governance and Administration**

**Page 1 of 1**

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#### **POLICY:**

Southern Health Partners, Inc. (SHP) will ensure to identify and eliminate any barriers to patients receiving and/or requesting health care while incarcerated at the Jail. This policy is to ensure patients have access to care to meet their serious medical, dental, and mental health needs while incarcerated.

#### **PROCEDURE:**

SHP Medical Team Administrator (MTA) will review all systems patients may use to request health care services. Any potential barriers or unreasonable barriers to access health care services should be reviewed and discussed with the Jail Administrator. A solution of those barriers must be reached.

Examples of unreasonable barriers include, but are not limited to:

- Punishing those seeking care for serious health needs;
  - Assessing excessive co-payments that prevent or deter access to care;
  - Refusal to allow patient to see provider;
  - Inconvenient sick call times (2:00 a.m.) to deter patients from seeking care; etc.
- 
1. No patient is to be refused health care services due to indigent status or inability to pay an established co-pay charge established by the Jail Facility. The medical staff may need to educate the patient as to previous statement if they are refusing needed medical care due to a co-pay plan in place.
  2. SHP medical staff may ask jail administration to forego charging a co-pay charge for certain medical conditions that are of an infectious disease basis...i.e. Staph Infections, suspected M.R.S.A. infections, etc. Patients may be more apt to report skin infections if there is not a co-pay charge associated with the sick call notification of that condition. Please discuss this issue with the Jail Administrator for approval.
  3. SHP medical staff may ask jail administration to post signs and/or information in the booking, intake, and cell areas about information on how to access health care services. The Medical Procedures for Inmates form may be used in this instance.

Reference(s)/Forms:    Form - Medical Procedures for Inmates Form (for Inmates)  
                                  Form - Inmate Sick Call Slip



## Policy and Procedure Manual for Health Services In Jails

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### **RESPONSIBLE HEALTH PARTY**

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#### **Section: Governance and Administration**

**Page 1 of 1**

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##### **POLICY:**

The responsible health authority for the Jail Medical Unit is SHP, effective and under the terms of the Health Services Agreement between the County and SHP.

The responsibility for coordinating and providing on-site medical services with the Jail rests with SHP pursuant to a Request for Proposal and/or contractual agreement between SHP and the Jail. A copy of the health care services agreement will be kept at the corporate office.

The on-site medical team will consist of medical staff as agreed upon under agreement by the County and SHP. A Position Control Form will outline the staffing positions under the terms of the agreement.

It should be noted the Jail staff (Sheriff, Jail Administrator, Correctional Officers, jail staff, etc.) are also responsible for the provision of basic medical services when the medical staff are not on-site, as required by law. The Jail staff is to contact local emergency services for any urgent medical matters that may arise when medical staff is unreachable and not on-site. The Jail staff is responsible for training its officers and staff in the provision of health care services to inmates under their constitutional authority and/or regulations by the State.

##### **PROCEDURE:**

1. The Medical Director and MTA designated by SHP are responsible for the overall operation of the medical services program within the jail. The Medical Director is responsible for the Physician/Physician Provider component of the program. The Medical Director is an independent contractor providing Physician/Provider services on behalf of SHP.
2. SHP Regional Administrator(s), Regional Manager(s), and corporate office staff will also provide oversight and support services to the overall operation of the medical services at the Jail. These positions are assigned by the corporate office and work in the unit as designated by agreement.
3. The MTA and Medical Director are responsible for making and reviewing all medical decisions in regard to the SHP medical services program at the jail. Both will work in concert with other medical staff to ensure the delivery of all appropriate medical program services. Both positions will report to the corporate office in relation to the contracted medical services to be provided at the site. Corporate office representatives include, but are not limited to, the President, Vice President, and Corporate Medical Director.
4. The MTA and Medical Director's duties and responsibilities will be governed by written position descriptions developed by SHP.
5. Final medical/clinical judgments rest with the on-site Medical Team Administrator, Medical Director, and nursing staff at all times and neither SHP nor the facility's personnel will place any restrictions on the Physician/Physician Provider's prudent practice of medicine.
6. A designated dentist and mental health provider will be established to work in conjunction with the medical service providers at the jail.
7. In instances where medical staff are not on-site, or are unreachable through cell phone contact, the jail staff should contact local emergency services for medical emergencies at the jail.



## **MEDICAL AUTONOMY**

### **Section: Governance and Administration**

### **Page 1 of 2**

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#### **POLICY:**

Regulations, policies, procedures, and scope of duties/practice, which are established for the operation of the facility, apply to all medical personnel and employees of SHP. Matters of medical judgment are the responsibility of the medical department and Medical Director. Matters of dental judgment are the responsibility of the dentist. Matters of psychiatric judgment are the responsibility of the Psychiatrist and/or designated mental health provider(s). Matters of contractual obligation are the responsibility of the SHP corporate representative and the County, under the terms of agreement within the Health Care Services Agreement.

No restrictions by SHP will be placed on any Physician/Physician Provider, dentist, and mental health provider with respect to the prudent practice of medicine, dentistry, and psychiatry. Security regulations, policies, procedures, etc., will apply to all medical staff members of SHP as well. It is the responsibility of SHP employees to familiarize themselves with security regulations.

It is the responsibility of the jail to provide for the health care needs of all persons committed to the facility. The primacy of providing prompt, adequate, and comprehensive health care services to a correctional client population has been well documented in relevant federal litigation and in numerous statements on correctional standards prepared by groups such as the American Medical Association, American Correctional Association, National Public Health Service, and others. The need to provide proper health services are as important as any other service delivery function within a correctional facility and the facility is committed to providing the best and most appropriate quality services at our disposal and SHP is further committed toward meeting and surpassing the applicable minimum standards developed by the organizations mentioned above. Health care delivery must be considered as a primary focal point of correctional decision making, recognizing the impact of all other policy decisions on the implementation of a proper health care delivery system. Compliance with minimum standards will shortly be mandatory throughout the corrections field; the jail will continue to be guided by recognized national standards in developing service delivery plans and modes of operation.

#### **PROCEDURE:**

1. Clinical decisions and actions regarding health care to inmates is a joint effort of custody and health staff.
2. It will be the responsibility of the County Jail Administrator, SHP Medical Team Administrator and Site Medical Director, on a day to day basis, to ensure proper coordination is maintained between the medical unit staff and security staff.
3. This statement of policy and procedure will clearly note that in accord with numerous federal court decisions and health care standards for corrections, no restrictions should be placed on the medical staff, and/or Physician/Physician Providers that would interfere with the implementation of health care services, by the County.
4. The medical department personnel will make every effort to understand the security imperatives inherent in operating a secure correctional facility while meeting the legitimate health care needs of the patient population.



## Policy and Procedure Manual for Health Services In Jails

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Any conflicts should be worked out between the Jail Administrator (or designee), the SHP Medical Team Administrator, and if needed, members from the SHP corporate Operations team, all of who are responsible for ensuring patients receive mandated services. If a medical order by a Physician/Physician Provider is in direct conflict with a security directive, the Physician/Physician Provider's medical order will be reviewed with the staff mentioned above. This will ensure the delivery of needed health care services and also the degree of cooperation that is required of operational units within the facility.

5. Administrative and medical staff, with the goal of resolving service delivery problems will carefully review patient complaints. This underscores the commitment of providing quality services. While SHP cannot "force" security to make a transport, the nursing staff must make every effort to explain the necessity of the needed service to the jail administrator. The Vice President of Operations must be contacted if security measures are precluding the continuity of patient care.



## **ADMINISTRATIVE MEETINGS AND REPORTS**

### **Section: Governance and Administration**

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#### **POLICY:**

It is the policy of SHP to have Administrative Meetings at the site level to review the administrative and health care services currently being provided at the jail. Attendees of the meeting should include the Medical Team Administrator, the Jail Administrator, the Sheriff, the Medical Director; other designated medical staff and correctional officer members.

#### **PROCEDURE:**

1. At a minimum, the Medical Team Administrator and the Jail Administrator will conduct reviews of the Medical Services Program on a quarterly basis. It is noted the MTA and Jail Administrator may meet more frequently based on happenings in the facility. The meetings should address concerns/issues regarding client relations (communication, consent decree issues, compliance to contract, problems), staff relations (communication, turnover/recruitment), patient care (chronic condition patients, housing issues, in-house services), and any other topics of importance.
2. SHP Corporate Office will provide a Quarterly Services Report to the Jail Administration on a quarterly basis. This report will contain statistical information of health services performed under the agreement. The Medical Team Administrator will have this information on a monthly basis, within medical office file, should such need to be reviewed prior to the Quarterly Report being received by Jail Administration.
3. As meeting minutes are documented, a copy of those minutes will be forwarded to the corporate office of SHP. A copy must also be kept on site for review by medical staff on an as needed basis. The meetings should address concerns/issues regarding client relations (communication, consent decree issues, compliance to contract, problems), staff relations (communication, turnover/recruitment), patient care (chronic condition patients, housing issues, in-house services), and any other topics of importance.
4. From time to time, the SHP Region Representative, or other Corporate SHP staff may meet with Jail Administration.
5. Any additional information and/or reports called for by the Jail Administrator regarding the current set of health care services may be referred to the corporate office for implementation.
6. Open lines of communication are key to a successful medical program.



## **POLICIES AND PROCEDURES**

### **Section: Governance and Administration**

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#### **POLICY:**

SHP has a manual of written policies and procedure regarding the implementation of health care services at the facility. One complete and current copy must be maintained at each facility medical unit. Policies are established only by the corporate office Operations and Quality Assurance Department representatives and are to be used as a guideline in providing services. However, these policies and procedure are not to be substitution for prudent medical judgment when dealing with patient care. All medical staff members are encouraged to submit ideas or recommendations they believe will improve the operation of the medical services program. Procedures are to be specific to the facility and therefore some deviation, or changes due to prudent medical judgment, are warranted. The Medical Team Administrator, Medical Director, medical staff, and Region Representative, at the site level, will have such authority to deviate from the policies and procedures if warranted. Policies and procedures should be reviewed at least once per year for compliance issues and updates will be made as necessary. Policies and procedures which reference jail/security measures such as custody issues, kitchen industries, exercise programs are the responsibility of the Jail.

**These policies and procedures are not to be confused with common practices as established by the Company.**

#### **PROCEDURE:**

1. SHP staff will review the SHP Policy and Procedure Manual upon hiring, on an annual basis, and as needed or directed.
2. Any updates to the manual must be submitted to the corporate office, Attn: Operations, for typing and inclusion into the Facility manual.
3. It is the responsibility of the MTA to facilitate the education of all medical staff members of the policies and procedures, as well as any updates.
4. All SHP medical staff and SHP Medical Director **must** sign off on all site manuals.
5. Compliance under any Consent Decree(s) or local laws will also be maintained throughout the manual.
6. All SHP medical staff members are responsible for educating themselves as to security directives, restrictions, and practices.

**This manual is not to be construed as final judgment in place of prudent medical services and/or procedures.**



## **QUALITY IMPROVEMENT PROGRAM**

### **Section: Governance and Administration**

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#### **POLICY:**

SHP will implement a monitoring system assuring the provision of appropriate health care services is being delivered and documented. The Regional and/or Corporate representatives will perform regular reviews for Quality Improvement. The evaluations will comprise of quality and appropriateness of diagnostic and treatment procedures, as well as a review of the medical records.

#### **PROCEDURE:**

1. The SHP Corporate Office will provide QI Criteria Reports for completion on-site by the Medical Team Administration and/or medical staff. Follow the instructions on the applicable QI Criteria Report.
2. The SHP Regional representative or corporate designated representatives will perform an annual audit as well as two (2) QI Criteria Reports, as designated by the SHP Corporate Office Operations and Quality Assurance Department.
3. The results of the audits will be reported to the Chief of Clinical Services.
4. Any corrective action or discrepancies will be discussed with Medical Team Administrator by either the VP of Operation or the Region Manager.
5. The Medical Director must review the activities and services provided by the medical staff. A consistent audit of the medical records should be performed to maintain compliance with all aspects of the provision of health care services. The Medical Director will be required to implement chart reviews/audits on a regular basis. Evidence of such reviews will be kept on-site by the MTA (this could be by initials/signature by the Physician/Physician Provider in the patient's chart as well).
6. The MTA and Medical Director may develop their own site specific QI criteria's to ensure compliance with key health service timelines. It will be their on-going monitoring of on-site health care services. Each staff member is responsible for assisting in the collection of data. Results of data collected are analyzed and will be reported back to the MTA for discussion purposes at the medical staff meeting.
7. The Q.I. program is utilized to make necessary changes and develop solutions which ultimately improve patient care, while also monitoring accessibility, continuity, timeliness, and effectiveness of services provided.

References: QI Manual  
Form – QI Criteria Forms





## **EMERGENCY RESPONSE PLAN**

### **Section: Governance and Administration**

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**POLICY:**

SHP and its on-site medical staff will work with security staff to coordinate the health care aspects of the facility's emergency response plan in the event of a disaster.

**PROCEDURE:**

A copy of the facility's disaster plan must be obtained from the Jail Administrator by the MTA and kept within the medical unit for review by all employees. The emergency plan should be updated as necessary and reported to all medical staff members as to compliance and understanding of the medical role within the plan. SHP medical staff should be prepared to provide care for injuries incurred during an emergency situation. All new employees must be oriented to the plan as well.

1. The Chain of Command in the event of an emergency is as follows: Notification of such emergency – Jail Commander and Medical Team Administrator.
  2. The Jail Commander will notify all applicable security personnel as to the type of emergency (fire, hazard threat, etc.).
  3. The Medical Team Administrator will notify applicable medical staff personnel, as well as all SHP Corporate Staff, if needed/required.
  4. The MTA must communicate to the Jail Commander any changes in staffing plans, etc. due to the emergency situation (impending weather alert, etc.). The MTA should also notify his/her Regional Representative of the emergency plan of the facility and how medical staff will report to the facility.
  5. A triaging process will be established to coordinate the medical staff in the roles they plan within the plan. Including procedures and telephone numbers of off-duty staff members will be helpful. Off-duty staff members may be dispatched to come to the aid of the facility in the event of an emergency and/or disaster, either natural or man-made.
  6. An emergency supply of medical supplies should be stored and regularly checked for expiration dates and/or replacement materials. The MTA should establish contact with local vendors (pharmacies, etc.) for supplies that may be needed if regular shipments cannot arrive timely at the facility. **Emergency medical kits are located in these areas:**
- 
7. Depending upon weather emergencies, regular staff who are covering at the site, or stay at the site, may want to prepare a care package for themselves with a clean outfit, toothbrush, crackers, fruit, bottled water, etc.
  8. A practice run of a disaster drill should be performed on a yearly or on as needed basis for each working shift. All medical staff must participate in the practice run(s). Security should also participate to ensure the plan runs smoothly. The MTA will coordinate the practice run with the Jail Administrator. After the practice, the Disaster Drill Evaluation form should be completed and reviewed by the MTA and Jail Administrator. Any changes or corrective actions must be implemented on the emergency plan and such changes distributed for review by all medical staff. It is recognized not all medical staff may be present when a drill occurs. In those cases, the staff member(s) must review the written documentation of the drill.

Reference: Administrative Resources Manual;  
Form - Disaster Drill Evaluation Form



## **COMMUNICATION ON SPECIAL NEEDS PATIENTS**

### **Section: Governance and Administration**

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#### **POLICY:**

In order to develop and maintain maximum cooperation between correctional and medical staff in ensuring appropriate management of patients who are diagnosed as having significant medical or mental health illnesses or disabilities, SHP requires notification of correctional personnel by medical staff of those patients. Correctional officers are to be notified by medical staff of any patients who have a significant medical or mental health illness or developmental disability. This notification will help in the correctional officer's placement of the patient within the facility. Further, the patient's special needs status may affect the imposition of disciplinary measures or transfers to another institution.

#### **PROCEDURE:**

1. Upon notification from correctional staff of the patient's arrival, either verbally or by review of the intake information, the patient will need to be seen by the designated medical staff member.
2. The patient's housing assignment may be requested by written medical order, and such information must be presented to the designated correctional officer. Medical staff should document the passing of such information to the correctional officer in the patient's medical record as well (can utilize the Special Needs Report to Corrections form for documentation). Also consider reporting to officers any patient who may have withdrawal issues, so the officers can report back to medical any odd or emergent behavior for follow up.

#### **Special Needs Patients are classified as:**

Chronically Ill/Terminally Ill Patients

Infectious Disease Patients

Elderly/Frail Patients

Handicapped/Developmentally Disabled/Mentally Ill Patients

Pregnant Patients

Psychotic Patients

Adolescents in Adult Jail

Suicidal Patients

**\*\*Consider Possible Withdrawal and/or Detox Patients**

3. In such cases where correctional staff initiates action, medical staff must consult identified/verified special needs patients either before changes are implemented or as soon thereafter upon notification. In an emergency, correctional officers may take action immediately to protect the inmate, patient, staff, or others.
4. Typical cases where such medical and correctional staff consultation is required include, but are not limited to:
  - Housing Assignment / Program Assignment
  - Disciplinary segregation / Medical segregation
  - Intra-system transfer
  - Court appearance for patients on psychotropic medications
  - Hospitalized patients



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5. Patients with mental disorders may receive special care as defined below. All patients will be evaluated for mental health problems either through intake screening or during their history and physical. Patients exhibiting problematic/questionable behavior may be seen sooner. Patients exhibiting severe psychiatric disturbances should be housed in separate cells or in a housing unit designated for psychiatric patients. Patients with continuous severe psychiatric disturbances should be transferred to either a state or local mental health facility for further evaluation and/or care, if available. For every referral, there must be a documented medical history.
6. Cooperation between the medical staff and the legal system regarding the use of psychotropic drugs is required. Whenever patients are currently receiving psychotropic medications and they are scheduled for a court appearance or for court ordered evaluations, the judge, plaintiff's attorney, or other affected party, may contact the medical staff for patient medication information. The medical staff needs to verify the person to who they are speaking and then may acknowledge the fact if patient is or is not receiving such medication. Specific information is not given without written consent from the patient. Documentation of such conversation should be made within patient's chart as well. Scheduled medications are not to be withheld because of scheduled legal appearances, unless under written medical order.
7. Medical staff is to notify correctional staff whenever significant enough medical or psychiatric illness exists to affect housing placement or activities. Nursing staff may request a patient be housed out of the general population or checked by the detention staff at fifteen (15) minute intervals when there is a medically based reason, i.e. suicidal ideation, etc.

See also:                      Special Needs Treatment Plans  
                                    Management of Chronic Disease

Reference: Form - Special Needs Report to Corrections



## **PRIVACY OF CARE**

### **Section: Governance and Administration**

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#### **POLICY:**

SHP respects the privacy, dignity, and feelings of each patient. To assure privacy while medical procedures are being performed, medical staff is to perform services or interviews in a fashion which affords dignity and respect for each patient seen. SHP medical staff will provide health care services to all patients without consideration to age, sex, race, color, religion, or culture.

#### **PROCEDURE:**

1. All medical evaluations and services are to be performed in as much privacy, with respect to security issues, as possible. The discretion is with the Medical Director, Physician/Physician Provider, or nurse providing the service.
2. Security personnel may be asked to be present if the patient poses a probable risk to the safety of the medical staff.
3. Correctional Officers should be trained and informed by Jail Administration as to maintaining confidentiality for observing or hearing health encounters. If medical staff feel correctional officers are not maintaining confidentiality, they can report such to their Medical Team Administrator who will then report such to the Jail Administrator.
4. When cell side triage is required, medical staff must take extra precautions as to promote private communication with the patient. Use of multi-purpose room areas are allowable, under close security monitoring.
5. Medical staff are not to discuss private, confidential medical information for one patient with another patient.
6. Medical staff are not to discuss private, confidential medical information with outside individuals without first notifying the SHP Risk Management Department. This includes but is not limited to medical records request. See the Risk Management Manual for more information as to the disclosure of HIPAA information.

Reference(s): SHP Risk Management Manual



## **PROCEDURE IN THE EVENT OF PATIENT DEATH**

### **Section: Governance and Administration**

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**POLICY:**

All deaths must be reported immediately to the MTA, Medical Director, Jail Administrator, and corporate office representative. Information reported is considered confidential, and may be used in the preparation of a lawsuit.

**PROCEDURE:**

In the event of a patient's death:

1. The medical staff member who is on-site at the time of the event must immediately notify the Medical Team Administrator and the Medical Director. The on-site Jail Shift Supervisor will notify the Jail Administrator. If there is no SHP medical staff on-site at the time of the event, the jail staff will notify the Medical Team Administrator.
2. The Medical Team Administrator will notify their Regional Representative of the event.
3. The Regional Representative will notify their VP of Operations, the President, General Counsel, and the Chief of Clinical Services. For after business hour notification, the SHP corporate office has email and voicemail where a message can be left as to the incident.
4. In the event of suicide, homicide, accidental or suspicious death, the Medical Examiner and appropriate law enforcement officials will be notified by the Jail Administrator or designated correctional officer. The MTA and Medical Director will be advised of such findings where necessary.
5. The designated security staff will notify the patient's next of kin.
6. The medical staff is not to have any discussions regarding the incident with family members, media, or other outside parties. All such requests must be forwarded to the VP of Quality Assurance for handling and response.
7. A progress note must be made by the nurse on duty citing witnessed facts concerning:
  - Time of expiration, Nature of death;
  - Circumstances surrounding nature of death at that time;
  - Treatment rendered, if any;
  - Persons notified of death;
  - Whether an autopsy was/was not requested;
8. The Medical Team Administrator and/or on-site medical staff must cooperate with the State Bureau of Investigation who will be on-site and they seize the original medical record for review. Please alert the investigator of any additional notations which need to be documented in the record. The medical staff must make a copy of the medical record to send to the corporate office for reporting purposes as well.
9. Within 24 hours of the incident, the MTA will complete and forward the Report of Inmate Death Form to the corporate office, along with a copy of the patient's medical record. If the state investigation team has control of the record before medical can make a copy for the corporate office, send a copy once the original record is returned.
10. A SHP corporate representative will conduct an initial interview with staff members involved. This is standard practice. All



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reports, along with a copy of the medical record, are forwarded to the company's attorney and insurance company for work-up and review, which is why it is imperative to get the information as quickly as possible. The review may include the role of medical staff in the event of patient's death, as well as determine the appropriateness of clinical care given to the patient.

11. Review the Risk Management Manual for more information regarding reporting a critical incident and/or death.

### **Critical Incident Stress Debriefing:**

Remember a death (i.e. Suicide) can be extremely stressful for staff and they may be feeling misplaced guilt over the incident (maybe I should have checked a minute before, maybe I could have done harder chest compressions, etc.).

Critical Incident Stress Debriefing is a process that prevents or limits the development of post-traumatic stress in people exposed to critical incidents. Debriefings help people cope with, and recover from an incident's aftereffects. Staff need to understand they are not alone in their reactions to a distressing event, and this process provides them with an opportunity to discuss their thoughts and feelings. The review/debriefing should occur within 24 to 72 hours of an incident.

### **On-site Critical Incident Review / Morbidity-Mortality Review:**

To ensure good communication between the medical staff and the correctional officers, a review of the critical incident must be done within 72 hours of the incident. The review process meeting should be attended by both the Jail management and SHP medical team management staff to perform a critical inquiry into the circumstances of the event, and the subsequent response by all involved in the incident. The intention of this meeting is to identify any corrective action going forward, and to recommend any changes in policy, procedures, training or services to possibly prevent another event such as this from happening in the future.

The review process shall comprise a critical inquiry of the following:

- The circumstances surrounding the incident.
- The facility procedures relevant to the incident.
- All relevant training received by involved staff.
- Any pertinent medical and mental health reports/services involving the victim.
- Any positive precipitating factors leading to the suicide or serious suicide attempts and follow-up recommendations, if any, for changes in policy, training, physical plant, medical or mental health services, and operational procedures. When appropriate, the Morbidity-Mortality Review Team should develop a written plan and timetable to address areas that require corrective action.

The Medical Team Administrator will need to send notification to the corporate office Risk Management Department that such a review process has been completed.

Reference: Form(s) - Incident Report Form; Report of Inmate Death Form; Risk Management Manual



## **GRIEVANCE MECHANISM FOR HEALTH COMPLAINTS**

### **Section: Governance and Administration**

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#### **POLICY:**

SHP requires compliance with the facility's written grievance procedure for patients regarding health care services' complaints, providing action in a timely manner and a process for appeal. All reported medical grievances to the medical staff must be reviewed and appropriate action taken when necessary by SHP personnel.

#### **PROCEDURE:**

1. Correctional officers will provide an access to grievance submissions by patients upon their request.
2. Cumberland County Detention Center utilizes a kiosk system by means of submission.
3. SHP will follow the Jail's formal grievance mechanism if one is established.
4. All non-emergent medical grievances must be responded to Jail Administration within 48-72 hours of receipt by medical staff; emergent medical grievances will be responded to within 24 hours.
5. Medical staff are to be factual, concise, and brief in response. Remember – grievances are reviewed by the Jail Administrators, Jail Inspectors, sometimes attorneys, etc. – you should respond appropriately and professionally at all times.
6. If the corporate office Risk Management needs to be involved in the resolution of the problem, the Medical Team Administrator should notify SHP Risk Management staff as to their need of involvement.
7. **Copies of Grievances are kept in a "Patient Grievance File", not in the patient's medical record.**
8. All responses to patient grievances must be timely and based on principles of adequate and prudent medical care.

**Patient Grievance Appeal Process** - If the patient does not agree with the stated resolution, an appeal may be filed citing additional information. The appeal request must include a copy of the original grievance and supporting information as to reason for appeal. An appeal must be responded to within 72 hours. Only the MTA will respond to the appeal and be based on a complete review of the issues. A copy of the appeal request and resolution must be forwarded to the corporate office.

## PART 3

## MANAGING A SAFE AND HEALTHY ENVIRONMENT

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This manual is not to be a substitution of good prudent medical judgment. Medical situations arise in a variety of scenarios, some of which may not be covered in this manual. It is the expectation by SHP of the SHP staff to use good medical judgment when faced with any medical scenario, and should such not be listed by policy, procedure, and/or practice within this manual, will not preclude the aspect of care being rendered. SHP medical staff can reach out to various levels of SHP (corporate office staff, VPs of Operations, Regional Representatives, Site Medical Director, Corporate Medical Director, etc.) regarding questions, comments, concerns, etc.



## **INFECTION CONTROL PROGRAM**

### **Section: Managing a Safe & Healthy Environment**

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#### **POLICY:**

SHP will establish an Infection Control Program to set up prevention techniques and treating/reporting infections in accordance with local and state laws. Each facility will implement an infection control program.

#### **PROCEDURE:**

SHP will equip Cumberland County Detention Center – Medical Office(s) with a SHP Infection Control Manual. A review of the manual will be done with the medical staff on a consistent basis (annually at a minimum), as well as upon new hire orientation. A copy of the manual should be shared with the Jail Administrator and correctional officers as needed and/or if requested. Any site specific updates to the Infection Control Manual must be reported to the corporate office for approval and implementation. Universal precautions must always be used by all SHP employees to minimize the risk of exposure to blood and body fluids.

#### **PRECAUTIONS TO BE USED FOR ALL PATIENT CARE ISSUES:**

PROCEDURE	HAND-WASHING	WEAR GLOVES	WEAR GOWNS	WEAR PROTECTIVE MASK/EYEWEAR
Adjusting IV Fluid or non-invasive equipment	<b>X</b>			
Examining Patient <i>without</i> touching body substances, mucous membranes, non-intact skin and contaminated items.	<b>X</b>			
Examining Patient <i>including</i> contact with body substances, mucous membranes, nonintact skin and contaminated items.	<b>X</b>	<b>X</b>		
Drawing Blood	<b>X</b>	<b>X</b>	Use gown, mask, and eyewear if body fluid splattering is likely.  Use gown, mask, eyewear only if waste or linen are extensively contaminated and splattering is likely.	
Inserting venous access	<b>X</b>	<b>X</b>		
Inserting NC, GT or Foley Catheters	<b>X</b>	<b>X</b>		
Handling soiled waste, linen, other materials	<b>X</b>	<b>X</b>		
Operative and other procedures which produce extensive body fluid splattering	<b>X</b>	<b>X</b>	<b>X</b>	<b>X</b>



## Policy and Procedure Manual for Health Services In Jails

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**INTAKE SCREENING FOR INFECTION CONTROL:** During the intake process, the patient will be asked certain infectious disease related questions to make a determination of further exposure limitations. In all cases of suspected or confirmed infectious/communicable disease, the medical staff will isolate the patient until a definitive diagnosis can be made by the Provider and/or through laboratory testing.

**TUBERCULOSIS SCREENING:** As part of the intake screening process, patients will be screened for symptoms of Tuberculosis. If symptoms are present, the patient will be further tested using a PPD or sputum testing, and certain procedures will be implemented to minimize exposure to others (placement in negative air flow cell, wearing of masks during patient interaction, etc.). The local health department will be notified if there is a positive PPD test, so further direction as to patient care can be handled.

Medical Clearance for Transporting Inmates - Inmates (including all holdover/transport status inmates, i.e., ICE, U.S. Marshals Service, etc., who have not been screened for TB are prohibited from transfer between Bureau institutions. Under current rules, transporting officials will only accept any inmate who has one of the following screening criteria prior to transport:

- a) A valid negative tuberculin skin test documented in millimeters, or a negative sputum test;
- b) A negative chest x-ray result if the tuberculin skin test is positive or the tuberculin skin test is medically contraindicated
- c) A health record review documenting no evidence of medical complaints/symptoms associated with TB within the past 30 days.
- d) Evaluate inmates prior to transport, as clinically indicated, if evaluated for symptoms such as a cough or chills within the past 30 days.
- e) Findings of the evaluation/examination should be documented in the comment section on the *"Jail Medical summary."*
- f) If the inmate transferring is federal, document findings of the evaluation/examination in the comments section on the *"Medical Summary of Federal Prisoner/Alien in Transit"* forms.

Staff Escorting Inmates with TB, Suspected TB other communicable contagious diseases shall take respiratory protection measures when transporting the inmate in a vehicle.

**STAPH INFECTION, MRSA AND OTHER COMMUNICABLE SKIN INFECTIONS:** If symptoms are present, the medical staff are to isolate the patient to further minimize exposure to other individuals. Officers are to be alerted so they can use universal precautions during patient interaction. The Provider is to be contacted for medical treatment orders and plan. Jail Administration and/or designee are to be notified so cleaning of the patient's cell area, clothing, linens, etc. can be performed. Patient is to be monitored until infection exposure has been cleared by the Provider.

**MEDICAL EMERGENCY SITUATIONS** - Medical emergencies may arise when the patient demands immediate attention and quick responses. In these situations, staff members may feel they have only a limited amount of time in which to take all necessary precautions. Even in these emergency situations, medical personnel have both the right and the responsibility to protect themselves from exposure to potentially infectious blood and body substances. As an absolute minimum, medical personnel responding to a medical emergency are required to wear gloves when in contact with blood and body substances. Other barrier protection should be put on as time permits or when other personnel become available to assist. In addition, the staff must continue to use the utmost care and caution in handling contaminated materials, needles and sharp instruments. Manual respiratory resuscitation equipment is to be available and all medical personnel should be trained in the proper use of these devices. Medical personnel should avoid direct mouth-to-mouth resuscitation whenever possible.



## Policy and Procedure Manual for Health Services In Jails

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**REPORTING OF EXPOSURES / INCIDENTS INVOLVING SHP STAFF MEMBERS** - SHP Staff should report exposures and/or incidents to the corporate office using the Employee's Report of Injury Form. The form is to be completed and faxed to 423-553-5645. Any emergent situations should be called into the corporate office to Katie Utz, VP of Human Resources, at 423-553-5635 ext. 917.

**EXPOSURES / INCIDENTS INVOLVING PATIENTS** - At times, patients may be faced with exposures and/or incidents involving exposure. As a reminder, for blood borne infections, the mode of transmission are needle sticks/sharing of drug user needles; contact with blood or body fluids at the site of an open wound; cut or broken skin and exposure to mucous membranes, and sexual contact. You do NOT contract HIV, HBV, or HCV from casual or environmental contact such as shaking hands, using telephones, toilet seats, drinking fountains, or donating blood.

For patients who you suspect have an infectious disease, either due to history, receiving screening information, or sick call information presented by the patient, refer to your Medical Director for testing. For any suspected airborne infectious disease, use proper precautions such as isolation, wearing of masks, etc. Make sure you alert the Jail Administrator as well, so any contact with this patient is properly contained.

For post exposure response and medical evaluation, wash the exposed area immediately. Consult with your Medical Director as to any medical treatment necessary. Testing may be ordered and therefore blood can be drawn to be used as a baseline. Follow up testing will then determine if transmission of any exposure has occurred. Whenever feasible and permitted by law, the source individual's blood will be tested to determine if there was infection. If medically indicated, the exposed individual is entitled to post exposure prophylaxis (2 hour window in most cases). Medical counseling about the risk of infection and risk of infecting others may be needed, depending upon the exposure. This can be schedule through the local health department.

A patient may refuse treatment for a blood-borne injury and any post blood-borne exposure treatment, but all such refusals must be made in writing and witnessed by the medical staff. The refusal should then be communicated to the Medical Director so the patient can be once again properly alerted as to possible effect of such refusal. If the patient from whom the exposure occurred refuses to submit to blood tests identifying the presence of blood-borne diseases, such refusal should be documented and communicated to the Medical Director as well. Testing will still be performed on the patient in accordance with a private physician's order.

**NEGATIVE AIRFLOW CELLS** - The Detention Center has two (2) negative airflow cells, located in the general jail health medical area.

**CONFIDENTIALITY** - Any disclosure or release of medical information is to be handled in accordance under the SHP Risk Management Guide of Services.

Reference: SHP Infection Control and Employee Safety Manual & Guidelines



## **PATIENT SAFETY**

### **Section: Managing a Safe & Healthy Environment**

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#### **POLICY:**

SHP medical staff promotes patient safety through review of processes and symptoms regarding adverse and/or possible near-miss clinical events.

#### **PROCEDURE:**

In an effort to reduce risk and/or harm to patients, SHP encourages medical staff members to identify potential problems to the MTA and/or corporate Risk Manager. All medical staff members should be trained as to incident reporting upon their orientation. An open forum is encouraged to properly identify problems, risks and the potential for risks within the jail medical unit.

A review of the incident report will be done by the MTA and the corporate Risk Management Department. The MTA may share incident report data with their Regional Representative as well.

SHP considers the following as reportable incidents to the corporate Risk Management Department:

All Deaths

Acute neurological deficits/injuries

Delays in treatment and/or diagnosis

Repeat visits to the ER for the same complaint

Suicide attempts

Miscarriages/ reproductive organ loss/impairment

Infections/Sepsis/Suspected MRSA/Staph

Detoxification – days in treatment, from bad to worse, had to be sent to ER for further treatment, etc.

Amputations/Loss of use of limb(s)

Spinal cord injuries

Disfigurement/burns (2<sup>nd</sup>/3<sup>rd</sup> degree)

All Attorney Contacts, including records requests

Threatened litigation

Forced medication and/or psychiatric intervention

Medication errors

Press/Newspaper inquires/Investigations

Needle sticks (with all employee injuries, please contact the HR department at the corporate office as well. This will fall additionally under Worker's Compensation

Incident reporting should take place within 24 hours of the incident. The original incident report form is to be mailed to the corporate office, Attention Risk Management. No copies of the report to be kept at the site level nor are they to be copied and shared with others. Incident reports are to be kept strictly Confidential and are the legal work product of Southern Health Partners, Inc.

Reference: SHP Incident Report Form



## **STAFF SAFETY**

### **Section: Managing a Safe & Healthy Environment**

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**POLICY:**

SHP encourages and promotes a safe working environment for all SHP staff on-site at the jail.

**PROCEDURE:**

Remember where you are, you are working in a jail. The medical office/unit is to be non-confrontational zone. Be secure of yourself and your surrounding work items.

Medical staff will report any safety issues to the MTA and/or Region Manager immediately.

Nurses and/or medical staff should never be involved in securing or restraining an inmate. Call an Officer!

The following are mandates from Southern Health Partners to all employees:

- Do NOT provoke an inmate.
- Do NOT give an inmate contraband (check with your jail as to what contraband consists of, every jail is different)
- Do NOT enter into a personal relationship with a patient.
- Do NOT put your hands through a door slot or inside the bars. Let the patient put his hands out to you. Always know your safe distance.
- Do NOT tell a patient of appointment times, appointment dates, etc. Patients plan escapes.
- Do NOT give your full name to a patient. Our name badges should be written as "Nurse Judy".
- Always maintain knowledge of and/or location and possession your keys.
- Several jails have inmate trustees emptying trash. Beware of what we think of innocent items which can be used as weapons.
- Limit the use of Ace bandages and/or medical tape; they too can be used as weapons.
- In the event of an emergency, do not go into a cell until the officers have it secured. The officers do not need to worry about you in an unsecured situation when they are dealing with a patient's situation. They will call you when they need you. When you hear of a confrontation between officers and inmate or inmate to inmate, stay out of site. They will call you when and if they need you.
- If there are situations where inmates can get to the medical unit (trustees, work release, etc.), always have a radio or a hot switch in your unit or in your pocket for cases of emergencies.
- Always let the lead officer know when you are leaving the medical unit and where you are going, and especially when you leave for the day. They get nervous when they don't know where you are.
- Do alert officers if you feel unsafe. Sometimes a preplan and consistent signal used to alert your officers can avoid confrontation in your unit.
- Do alert your Region Representative(s) or the SHP corporate office Human Resources Department if you feel unsafe.
- Always plan an exit.
- Always take a visual survey of your surroundings (pens, rulers, staplers, etc.) especially when patients may have to walk through an office area to get to the medical exam room.
- Always maintain your role as a medical professional.

Staff education training on various correctional medical topics is distributed to SHP medical staff through the TalentLMS online system.



## **PROCEDURE IN THE EVENT OF SEXUAL ASSAULT**

### **Section: Managing a Safe & Healthy Environment**

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#### **POLICY:**

SHP medical staff will respond with health interventions upon the report of a sexual assault against a patient.

SHP prohibits any acts of sexual misconduct, sexual violence and sexual abuse by inmates, staff, contractors/vendors, volunteers or any SHP employee. An offender alleging victimization of a sexual manner will be provided the same level of law enforcement service, treatment and care as non-offenders.

**Sexual Misconduct** is any behavior or act of a sexual nature directed toward an inmate, staff, contractor/vendor, volunteers or any SHP employee whether consensual or non-consensual acts or attempts to commit such acts including but not limited to sexual assault, sexual harassment, sexual violence, sexual contact of a sexual nature or implication, sexual gratification, obscenity and unreasonable invasion of privacy or voyeurism. Sexual misconduct also includes but is not limited to conversation or correspondence which suggest a romantic or sexual relationship between an inmate and any party mentioned in this facility policies and procedures:

- \*Any sexual advances
- \*Request for sexual favors
- \*Threats for refusing sexual advances
- \*Invasion of privacy beyond what is reasonably necessary for the safety and security of the facility
- \*Verbal or physical conduct/contact including but not limited to touching/horseplay of a sexual nature toward an offender

**Sexual Contact** includes but is not limited to: all forms of sexual contact. Intentional sexual touching or physical contact in a sexual manner, either directly or through clothing, of the genitalia, anus, groin, breast, inner thigh, buttocks, with or without consent of the person; or any unwanted touching with intent to arouse, humiliate, harass, degrade or gratify the sexual desire of any person.

**Sexual Assault** is any contact between the sex organ of one person and sex organ, mouth or anus of another person or object, by the use of force or threat of force. \*\*this includes: complainant touching themselves, the accused or another person.

**Unauthorized Relationship** is a relationship with any inmate incarcerated at the jail and includes all inmates, staff, contractors/vendors, visitors, volunteers, or any other government employee other than a business/professional relationship. Sexual acts or sexual contact between an offender and any other inmates, staff, contractors/vendors, visitors, volunteers, or any SHP employee, even if the offender consents, initiates or proposes, are always prohibited and may be considered illegal under the state legal law code.

**A person is guilty of sexual misconduct as defined by legal law code (as reference)**

\* **Sexual abuse** is an act committed with the intent to sexually molest, arouse or gratify a person.

\* **Carnal knowledge** for the purposes of this section is an inmate, parolee, probationer or pretrial or post trial offender or any person under the jurisdiction of the Department of Corrections, work program, a local community-based probation



## Policy and Procedure Manual for Health Services In Jails

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services agency, a pretrial services agency or a local or regional jail are considered persons who is unable to consent or refuse. Violation occurs even without the use of force, threat or intimidation. Such offense is a felony. "Carnal Knowledge" includes the acts of sexual intercourse, cunnilingus, fellatio, anal intercourse and animate or inanimate object sexual penetration.

\* Sexual battery an accused is guilty of sexual battery if he/she sexually abuses, as defined by legal law code.

**Exempted Processes** Medical activities or actions taken by SHP, which are supported by the SHP policies and procedures, and deemed necessary for the safety and care of the patient will not be defined as staff sexual harassment, misconduct, assault or rape. These policies and procedures include, but are not limited to the taking of photographs and/or medical exams.

**Prevention of Sexual Misconduct** \* DO NOT make sexual comments to anyone (staff/inmates/etc.) \*DO NOT engage in conversations of a sexual nature with other persons \*DO NOT expose yourself to others in a sexual manner \*DO NOT participate in any acts of sexual misconduct with another person \*IF SOMEONE MAKES SEXUAL COMMENTS OR EXPOSES THEMSELVES TO YOU, REPORT THEM IMMEDIATELY!

### **Reporting and Procedures for Dealing with Sexual Misconduct**

Staff, contractor/vendors, visitors, volunteers, or any other SHP employee who becomes aware of reasonably suspects that an inmate, staff, contractor/vendor, visitor, volunteer or any other SHP or government employee are involved in an unauthorized relationship has an affirmative duty to immediately report any such knowledge or suspicion to the Jail Administration and SHP Risk Management Department by way of confidential means verbally or written. FAILURE TO REPORT the information/incident shall subject the individual to disciplinary action, up to and including dismissal/revocation/termination.

**Non-staff shall report** this information to a staff member immediately who will then report it to the Jail Administration and SHP Risk Management Department.

**Inmates and their families/associates** may report any knowledge or suspicions of an unauthorized relationship, allegations of sexual harassment, misconduct, assault and/or rape between inmates, staff, contractors/vendors, volunteers or any other SHP or government employee. Ways to communicate this information will be provided in the Inmate Handbook by the jail.

\*Inmates do not have to name other inmates to receive assistance – however specific information will make it easier for staff to help.

\*Reports may be made verbally or in writing to any staff/contractor-vendor/visitors/volunteers or any other SHP or government employee.

\*Inmates are subject to being sanctioned for not reporting sexual misconduct that they witness.

\*Victims of sexual violence will be provided medical assessment, medical treatment and counseling, as necessary.

\*Victims of sexual violence and perpetrators of sexual violence may be tested for communicable disease.

\*Individuals will be subject to disciplinary action, up to and including administrative, criminal prosecution and/or civil action if charges are filed falsely or frivolously.





## Policy and Procedure Manual for Health Services In Jails

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\*All reports of sexual assault shall be forwarded directly to the Jail Administration and SHP Risk Management Department immediately.

### PROCEDURE:

#### Definitions:

**Inmate-on-Inmate Sexual Abuse/Assault** – one or more inmates touching, or other actions and/or communications by one or more inmates aimed at coercing and/or pressuring another inmate to engage in a sexual act. Sexual acts or contacts between inmates, even when no objections are raised, are prohibited acts.

**Staff-on-inmate Sexual Abuse/Assault** – Staff engaging in, or attempting to engage in a sexual act with any inmates or the intentional touching of an inmate's genitalia, anus, groin, breast, inner thigh, or buttocks with the intent to abuse, humiliate, harass, degrade, arouse, or gratify the sexual desire of any person. Sexual acts or contacts between an inmate and a staff member, even when no objections are raised, are always illegal.

The MTA and medical staff should review the facility's policy and procedure on a sexual assault against an inmate.

All medical staff are to receiving training upon hiring and annual training thereafter on how to detect, assess, and respond to signs of sexual assault.

**Intake Screening.** All inmates entering the facility are screened for classification. When a patient reports having been a victim of sexual assault/abuse and expresses a willingness to participate in treatment, staff shall refer the patient to medical and mental health services. Health services staff shall assess the patient's need for treatment and discuss available treatment options when appropriate. Preventing sexual abuse/assault also suggests that staff should attempt to identify sexually assaultive patients. Care must be taken to identify and document any history of sexually assaultive behavior. Accordingly, during intake screening procedure, staff shall review available documentation for any indication that a patient has a history of sexually aggressive behavior.

**Upon Report.** Upon report of a sexual assault on a patient, medical staff will see the patient for treatment of any physical injuries. The patient should then be referred to the local emergency room for further treatment and gathering of evidence. Staff sensitivity toward patients who are victims of sexual abuse/assault is critical. Staff shall take seriously all statements from patients that they have been victims of sexual assault and respond supportively and non-judgmentally. Any inmate who alleges that he or she has been sexually assaulted shall be offered immediate protections from the assailant and will be referred for a medical examination as well as clinical assessment of the potential for suicide or other related symptomatology.

A report by the medical staff member will be prepared as to the medical staff's finding prior to patient's transfer to the emergency room. This report should be given to the Jail Administrator, with a copy to be attached to a SHP Incident Report Form and sent to the corporate office Risk Management Department. When a staff member(s) is alleged to be the perpetrator of the inmate sexual abuse/assault, the Jail Administrator shall be advised immediately. The timely reporting of all incidents and allegations is of paramount importance.

A referral to mental health staff should be made, notifying them of assault in order for their providing support to the victim upon request.

Appropriate infectious disease testing, as determined by health services staff, may be necessary. Part of the investigation process may also include an examination of and collection of physical evidence for the suspected assailant(s).

**Under no circumstances are forensic specimens to be collected at the facility by SHP medical staff members.**

References: WebEx Training (Mandatory)



## PART 4

## PERSONNEL AND TRAINING

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This manual is not to be a substitution of good prudent medical judgment. Medical situations arise in a variety of scenarios, some of which may not be covered in this manual. It is the expectation by SHP of the SHP staff to use good medical judgment when faced with any medical scenario, and should such not be listed by policy, procedure, and/or practice within this manual, will not preclude the aspect of care being rendered. SHP medical staff can reach out to various levels of SHP (corporate office staff, VPs of Operations, Regional Representatives, Site Medical Director, Corporate Medical Director, etc.) regarding questions, comments, concerns, etc.



## **CREDENTIALING**

### **Section: Personnel and Training**

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#### **POLICY:**

SHP requires all personnel providing health care services be certified/licensed in accordance with state laws. Further the corporate office will credential all certified/licensed health care workers. Copies of all licenses are to be kept on file by the MTA in a secure location within the medical unit. All other personnel documents must be sent to the corporate office for confidential safekeeping under HIPAA and company regulations.

#### **PROCEDURE:**

At the start of the hiring process, each SHP employee and/or independent contractor will be asked to complete an Application for Employment or Application for Medical Staff Membership, respectively. The information gathered from these completed documents will be used by the corporate office to verify current licenses held, references, etc.

The MTA and/or the SHP corporate Human Resources department staff will verify via telephone or internet service(s) the current medical license and given references prior to the applicant's start date. At no time should a person be hired without having their medical license verified within the state or without notifying the Jail Administrator of the applicant or without the approval the SHP Human Resources Department. The applicant must show the actual medical license held, not a copy. A copy can then be made of the license and kept on file appropriately.

The corporate HR Department will also search under applicable child and sexual abuse registries.

The Jail Administrator must be alerted prior to the hiring of any staff member. A separate credentialing and/or security clearance may be required in order for access into the jail. All derogatory findings must be report to the corporate office and an offer of employment may be reversed or terminated based on those findings.

All completed original documents must be sent to the corporate office. The only information to be kept in a secured site file should be the Personnel Update Form and a copy of the staff member's current medical licensure. Updates of any information should also be sent to the corporate office for proper processing into the employee's file.

The corporate Human Resources department will handle and/or request updates of medical licensure on an as needed basis. Further, a random check will be done on medical licensures to ensure good standings and disciplinary action findings. The MTA will be notified of all findings and any needs of updates as well.

Health providers must not perform tasks beyond those permitted by their credentials and/or licensure. Any health provider working under a restricted license which specifically limits practice to correctional institutions will not be hired by SHP.

Reference/Form(s): SHP Application for Employment; SHP Application for Medical Staff Membership (for Physicians)



## **CLINICAL PERFORMANCE ENHANCEMENT**

### **Section: Personnel and Training**

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#### **POLICY:**

A clinical performance enhancement process evaluates the appropriateness of all primary care providers' services on-site. SHP corporate office may perform reviews to determine the appropriateness of services and care delivered at the facility by the primary care providers, as well as ancillary staff.

#### **PROCEDURE:**

All reviews are to be kept confidential and reports will be housed at the corporate office – no copy will be kept on site. A short report listing the names and dates of the review may be kept by the MTA for future audit purposes.

The evaluation process is aimed at providing the Providers and SHP staff members with objective and factual data on their patient care performance.

Forms will be sent to the facility for completion of an audit to help evaluate the practitioner(s).

It will be the responsibility of the reviewer to communicate findings to the practitioner either face-to-face or phone and receive the signature of the practitioner acknowledging feedback.



## **PROFESSIONAL DEVELOPMENT**

### **Section: Personnel and Training**

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**POLICY:**

SHP recommends all health care professionals will receive initial and participate annually in continuing education in their field as well as retraining in CPR as stated by state law.

**PROCEDURE:**

The MTA may establish on-site training classes for participation by medical staff. The training will be documented consisting of a course outline and attendance roster. The established training program may be provided one (1) hour per month and is scheduled by topic, time, place, date, and speaker. The program requires attendance if the subject matter is essential information and mandatory compliance by SHP corporate office. SHP will provide and/or reimburse CPR training which is required for all health care staff members. An approved certified instructor must provide CPR training (American Red Cross, American Heart Association, etc.). A copy of the CPR card issued to each employee must be provided to the corporate office.

Additionally, general staff meetings will be held as needed, generally once per month, to ensure communication of important information to all employees. Minutes will be kept for all in-services and staff meetings, with copies distributed to all employees. The SHP corporate office will provide discussion topics and materials to the sites on a consistent basis. The MTA will be responsible for distribution of such materials and/or setting up meeting times to discuss such topics with medical staff.

Licensed staff should know their Scope of Practice (for medical licensure and/or certification), and report to their Supervisor any concerns they may have in job duties as to be being unfamiliar, or unknowledgeable.

The corporate office HR department will issue Monthly Training Topics via the SHP website. Web-based training participation is tracked per individual user login. A sign-in roster will need to be completed as verification of participation for any additional persons in attendance if training is taken during the monthly staff meetings.

CEU's may be granted for some on-site training classes – the MTA should check with the State Nursing Board for compliance and issuance of credits, if available. State CEU compliance for maintaining medical licensure is the responsibility of the individual, not SHP.

Also, SHP corporate office has videos which may be used for CEU training as well. Coordination of security CEU's in this regard must be communicated through the Jail Administrator and the SHP corporate office.

The following publications must be maintained on-site in the medical unit for health service employees to review or to use as a reference guide when needed: Medical Dictionary; Nursing Drug Book/Physicians' Desk Reference; SHP Corporate Manuals.



## **HEALTH TRAINING FOR CORRECTIONAL OFFICERS**

### **Section: Personnel and Training**

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#### **POLICY:**

SHP will provide health training for correctional officers based on the services to be provided by SHP at the facility upon their effective date. Ongoing health training will be provided upon request by the County to SHP, and training materials will be sent to the facilities in mailings on a quarterly basis.

#### **PROCEDURE:**

All correctional officers at the facility should have received training which includes first-aid, CPR, and screening techniques to recognize signs and symptoms of chronic and emergent conditions through their employer, the County. By most standards, health training will be performed at least every 2 years, if not sooner, and may be audited by the Jail Inspector.

SHP will ensure officers are to be instructed on how to summon medical personnel in the event of an emergency.

SHP requests sufficient numbers of correctional officers be CPR trained by its staff to allow a minimum of 1 trained staff member per shift. This will help in responding to man-down emergencies when medical staff need help, or in the chance medical staff are not on-site.

All training programs provided by SHP must be documented. For in person training by SHP staff, a sign in roster will be made available for participants. A copy of this roster form will be sent to the SHP corporate office, Attn: Operations, and the original form will be given to the Jail Training Coordinator as proof of attendance and participation.

Upon request by the Jail Administrator to SHP, the MTA and/or Regional Representative shall coordinate training on the topics listed below through their Region Representative. These training topics may be provided in written form, WebEx, or in person training. As a reminder, SHP sends written Correctional Officer Training Material Topics in quarterly letters to the Jail Administrator. Topics:

- First Aid;
- Suicide Prevention;
- CPR;
- AED Use;
- Intake Screening Techniques;
- Recognizing an Emergency;
- Medication Administration;
- Recognizing chronic conditions/illnesses;
- Signs and Symptoms of Mental Illness;
- HIPPA & Confidentiality;
- Infection Control and Blood Borne Pathogens

Further, the MTA and medical staff should participate in the on-going training program currently set-up through the Facility, whenever available to do so.

Reference: SHP Correctional Officer In-service Materials; Correctional Officer Training Roster Form



## **MEDICATION ADMINISTRATION TRAINING**

### **Section: Personnel and Training**

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#### **POLICY:**

SHP requires only those individuals who are qualified to properly administer medication. SHP will provide training to the personnel who deliver medication if personnel are not licensed health care providers. Medications are passed as per facility procedure. Policy requires all administered medications be recorded on a Medication Administration Record form. All medications are passed pursuant to direct medical orders or telephone medical orders signed by the Physician/Physician Provider or, in the case of over-the-counter medications, pursuant to established recommendations for administration.

#### **PROCEDURE:**

The MTA will ensure all medication technicians are competent and trained to perform any and all medication administration duties. This training will be reviewed and updated by the MTA as necessary. This includes but is not limited to:

- 1) Identifying/understanding medication abbreviations
- 2) Understand medication administration terminology
- 3) Knowledge common dosage forms
- 4) Understand the six rights of medication administration.
- 5) Understand the procedure how to handle a medication error
- 6) Understand how to handle an inmate medication refusal
- 7) Understand infection control procedures
- 8) Understand how to monitor reactions to medications
- 9) Medication storage
- 10) Pharmacology

Upon intake, verify all medications presented with the patient through their pharmacy and/or prescribing Physician/Physician Provider. If a patient's medications are unable to be verified, the site Physician/Physician Provider should evaluate the patient before medications are administered. The site Physician/Physician Provider may change a patient's current medication to a generic form, or adjust medication due to a patient's history.

The MTA will establish the applicable medication pass times in accordance with the prescribed medication. All administered medications must be recorded on a Medication Administration Record (MAR) form. Medication passes may vary from site to site due to security restraint and/or policies, so alter the procedure to best fit the facility. Due to security constraints, unforeseen emergencies, etc. medications may be passed within 1 hour of the prescription time.

A drug handbook should be made available to all staff that are passing medications. Any questions regarding the passing of medications or the types of medications should be referred to the MTA for discussion. If officers are ever to be used at the site to pass medications, the medical staff will provide assistance and/or training to those officers.

Other issues to be discussed are procedures for hoarding of medications, common side effects, refusal of medications and overdoses.



## Policy and Procedure Manual for Health Services In Jails

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Sick call is not to be performed during med pass times. The nurse can and may take sick call slips from the patients during med pass, but no services (unless emergent) should be performed during med pass time. An officer must accompany the nurse during the med pass. Medications will not be administered without a Physician/Physician Provider's order. All refused or missed medication must be noted and destroyed in the proper state law format for pharmaceuticals.

The nurse may distribute the patient's medication directly from the blister pack into the medicine cup and/or medicine packet. The patients should line up with a cup of water to receive their medication. Upon calling the patient's name and verifying that it is the patient, the nurse can then distribute the medication to the patient, noting the distribution on the MAR form. If the patient does not present himself upon being called, the next name will be called.

All narcotic and controlled substance medications are to be counted at each shift and noted on the Narcotic Count Sheet.

All Sharps (needles, lancets, etc.) must be counted on each shift and noted on the Sharps Inventory Control Sheet.

All medication errors must be reported to the corporate office by completing a SHP Incident Report form.

### Tips:

1. If a patient wants to discuss his medical problem/condition at the time of med pass, make him aware he must complete a sick call slip and will be seen at the next sick call time, not at med pass. This excludes obvious emergencies.
2. Do not engage the patient in lengthy conversations. Try to get through the med pass as efficiently and easily as possible. The patients will learn the proper procedure for med pass through continuity.
3. DOCUMENT, DOCUMENT, DOCUMENT – this includes all/any medical refusals.
4. Make sure the MARs are correct and legible – write Allergies in RED INK, and make sure the MARs are signed appropriately as well.
5. Make sure reorders are done on a timely basis – take into consideration the delivery schedule for medications. *You don't want to run out of a patient's medication!*
6. Try to work around the officer's schedule -- be mindful of security issues which arise suddenly.

Reference: Medication Administrator Record form; SHP Drug Formulary; SHP Incident Report Form



## **INMATE WORKERS**

### **Section: Personnel and Training**

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#### **POLICY:**

SHP prohibits inmates from being used as health care workers. An inmate is described as any person incarcerated or detained, sentenced or unsentenced, by the court, police or correctional authorities.

Medical staff should be involved in the inmate worker classification to be assured the inmate assigned to the job responsibilities are medically safe for that assignment. Further, to be assured to the best of our knowledge, the inmate is free of diseases which can be vectored via food, has no known back problems, no hypertension issues, or affected by medical/emotional problems.

#### **PROCEDURE:**

Upon request by correctional officers, medical staff shall evaluate and medically clear, if applicable, an inmate before his work assignment. Use the SHP Trustee Worker Clearance Form. Security must be consulted immediately in any denials of assignment are due to medical conditions.

At no time will an inmate be allowed to: provide direct patient care services; schedule health care appointments; determine access of other inmates to health care services; or handle or have access to medical instruments or equipment, medical supplies, pharmaceuticals, health records or other medical items that are considered contraband by jail policy.

SHP will not use an inmate to provide clerical or maintenance services or otherwise work in the medical area of the institution. When an inmate is used by the institution to provide a service in the medical area (i.e. cleaning, etc.), he will work under the continuous, direct visual supervision of a member of the correctional staff. Inmates will NOT be allowed in the drug room. Nurses will ensure the cleaning of this area.

Inmates who will work in the kitchen or be established as a trustee must be medical cleared prior to performing such duties. Use the SHP Medical Clearance for Kitchen Worker/Trustee Form. Also, refer to the policy on Kitchen Sanitation and Food Handlers for further direction.

Inmates may be permitted in appropriate peer health-related programs if approved by Jail Administration. Therefore, inmates may assist other patients in activities of daily living such as a buddy system for potentially suicidal patients (for watch procedures) and/or hospice type services. Those helpful inmates should have proper training and explanation given to them regarding these requested duties. Further, the use of protective materials if there is use of bio hazardous waste under OSHA guidelines.

See Also: J-B-01, Infection Control Program

Reference: SHP Trustee Worker Clearance Form; SHP Medical Clearance for Kitchen Worker/Trustee Form





## **STAFFING PLAN**

### **Section: Personnel and Training**

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#### **POLICY:**

SHP requires an adequate staffing plan of health care professionals and supportive staff meets the needs of the inmate population and facility, as well as meeting the contractual terms of the agreement between the County and SHP. Even though the numbers and types of health care professionals depend upon facility size, sufficient Physician/Physician Provider time will be allocated to ensure an appropriate level of professional medical care is available.

#### **PROCEDURE:**

1. The SHP Position Control will be issued by the corporate office in accordance with the specifications of the health services agreement between SHP and the Cumberland County Detention Center.
2. Any changes to the Position Control should be consulted/communicated to the corporate office immediately. Upon receipt from the site MTA of changes to the Position Control, the HR department will update the Position Control and return a copy back to the MTA for their file.
3. If at any time the staffing levels fall below what the contract has called for, temporary staffing may be approved, by the VP of Operations. It is encouraged for each facility to have a pool of PRN staff available for use in times of vacations, emergencies, etc. The Regional Manager and Regional Administrator may also be used as substitution in vacant shifts until a replacement has been found.
4. The MTA must notify the corporate Human Resources department of all vacancies in order to begin a recruitment process.
5. The SHP Position Control forms are confidential and must be kept on file by the MTA in a secured area.
6. The MTA and/or designee will be on-call to the jail facility 24 hours per day, 7 days per week, as part of our contractual obligation to the County.



## **HEALTH CARE LIAISON**

### **Section: Personnel and Training**

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#### **POLICY:**

In conjunction with the Jail Administrator, SHP will train the designated Health Care Liaison. The Health Care Liaison may be a correctional officer or other non-SHP person who generally coordinates medical services when SHP medical staff are not on-site or available.

#### **PROCEDURE:**

This is not applicable as SHP will have 24/7 staffing on-site within the Cumberland County Detention Center.

As a reminder, the SHP Medical Team Administrator is on-call after hours to the Jail Shift Supervisor, and should be contacted of medical issues that arise when medical staff are not on-site to facilitate such care.

It is the responsibility of the MTA to alert the Jail Shift Supervisors of medical staff absences, and/or changes regarding on-site health care services. For example: holiday coverage schedule, employee resignations, new hire employees, etc.



## **ORIENTATION FOR HEALTH STAFF**

### **Section: Personnel and Training**

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**POLICY:**

SHP requires all health services personnel be oriented to the facility and their job responsibilities at the time of their employment. SHP will provide for all health services personnel orientation and training appropriate to the health care delivery activities to be achieved at the Facility. Employee must be licensed, if applicable, for the job duties they are to perform (nursing licensure, certification, etc.).

**PROCEDURE:**

1. Each employee must be trained as to the duties and responsibilities their position will entail. The MTA, Regional Representative, Corporate Personnel, or another fully-trained and experienced SHP employee must do this training. On-boarding training will be a part of this process as well. It is the responsibility of the employee to request additional training, or to report to their supervisor(s) any job duties in which employee feels uncomfortable or unknowledgeable.
2. Within 90 days of employment with SHP, all new employees will have familiarized themselves with the manuals and services procedures of SHP.
3. The MTA or Regional representative must perform all training regarding the specific job duties of the position. Use the Orientation Checklist form in order to review all aspects of training and to document training was accomplished. The completed form must be sent to the corporate office for inclusion in the employee's corporate file. The orientation checklist will be reviewed every 2 years by the corporate HR department Manager but may be updated sooner on an as needed basis.
4. The Jail Administrator must be alerted to a new employee's arrival and the new employee may be required to meet with security to be briefed as to security issues within the jail. Security may also request the new employee to participate in security orientation in order to familiarize the employee with security issues and measures.
5. If an employee requires additional training, either employee requested or MTA recommended, in regard to their job duties or procedures, the MTA should coordinate the training with another fully-trained and experienced employee as soon as possible.
6. If applicable to the site, each SHP employee must be trained to work under the confines of any Consent Decree(s), County mandates, etc., and acknowledge the review and establishment of such confines by a signed acknowledgement form. The signed acknowledgement form must be sent to the corporate office for inclusion in the employee's personnel file. The corporate office Human Resources representative will contact either the MTA or applicable employee of any needed completed orientation forms for employee's personnel file.

Reference: Site Orientation Manual; Employee Orientation Checklist; applicable Job Description;  
Applicable manual Acknowledgement forms – Policy & Procedures, Employee Manual,  
Nursing/Patient Assessment manual

## PART 5

## HEALTHCARE SUPPORT SERVICES

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This manual is not to be a substitution of good prudent medical judgment. Medical situations arise in a variety of scenarios, some of which may not be covered in this manual. It is the expectation by SHP of the SHP staff to use good medical judgment when faced with any medical scenario, and should such not be listed by policy, procedure, and/or practice within this manual, will not preclude the aspect of care being rendered. SHP medical staff can reach out to various levels of SHP (corporate office staff, VPs of Operations, Regional Representatives, Site Medical Director, Corporate Medical Director, etc.) regarding questions, comments, concerns, etc.

## **PHARMACY OPERATIONS**

### **Section: Healthcare Support Services**

**Page 1 of 2**

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#### **POLICY:**

SHP requires adherence by all medical personnel to the established formulary, which will be periodically updated as appropriate. SHP will establish an agreement with a pharmacy service vendor to provide the jail medical unit with prescribed pharmaceutical services as ordered by the Medical Director and/or other Physician/Physician Providers. Pharmacy operations are to be operated in accordance with applicable legal requirements.

#### **PROCEDURE:**

**Orders/Re-orders** - An agreement has been set in place to order all prescribed medications from a corporate contracted pharmacy vendor. Any STAT medications may be ordered from a local pharmacy provider. STAT medications are classified as medications which need to be started immediately and a supply of such medications is not currently on-site within the medical unit. The corporate pharmacy vendor will supply the SHP Formulary and ordering sheets to the facility for the placement of orders. All orders received before 3:00 p.m. EST, Monday thru Friday, will be shipped out for next day delivery.

SHP shall comply with all applicable state and federal regulations regarding the prescribing, dispensing, administering, and procuring of pharmaceuticals. All employees must review the ordering procedures for pharmaceuticals. No medications will be ordered without a Physician/Physician Provider's order, this includes all re-orders. Medications are prescribed only when clinically indicated, not for disciplinary purposes.

The pharmacist will be responsible for the selection of all generic equivalent drug products used in the correctional facility. All drug products utilized will be those of a certified Food and Drug Administration approved manufacturers. In addition, the corporate pharmacy vendor will conform to all applicable federal laws, State statutes, and the state Board of Pharmacy regulations concerning drug products.

**Medication Storage** - All pharmaceuticals must be stored appropriately, in accordance with their storage instructions (i.e. refrigeration, etc.). Security storage (under lock and key) must be maintained for all prescribed medications. Only the MTA and health services staff will have access to the medications. If applicable, a key may be given to security in case of emergencies. All narcotics are to be kept under separate lock and key from other medications.

**Review of Medications/Counts** - The MTA and Medical Director as needed, should perform a periodic review of all pharmacy orders. A count must be performed on all narcotics and controlled substances on a regular basis and the MTA and/or Physician/Physician Provider should review all reports. Copies of all count sheets are to be kept on file for review and/or audit.

**Expired Medications/Sharps Count** - All expired pharmaceuticals must be destroyed in accordance with applicable state regulations. The corporate pharmacy vendor will perform this service on a quarterly basis, or sooner if needed. The MTA must call the pharmacy directly to schedule this service when needed. Also, a Sharps Count must be kept by all nursing staff (each shift) with all count sheets to be kept on file for review and/or audit.

All drug recalls will be the responsibility of the pharmacist. Collection and return of recalled drugs will be the pharmacist's responsibility at the dispensing level and the nurse's responsibility, upon notification, at the drug administrator level.

All outdated, unused, deteriorated drugs will be the responsibility of the pharmacist to return and destroy during their quarterly inspections. Control substances returned or otherwise destroyed will be in compliance with federal and state regulations.



## Policy and Procedure Manual for Health Services In Jails

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**Administration of Medications** - Diabetic patients may be allowed to draw and administer their own insulin under the supervision of a health care staff member, and/or under security's approval. Otherwise, patients are not to prepare, dispense, or administer medications. See the Policy and Procedure for Medication Services for more information on Administration of Medications.

**Emergency Stock** – Emergency stock medications may be kept on-site for use in emergent situations under order by your Physician/Physician Provider. The emergency medications must be stored in a secured area to prevent unauthorized access and to assure a proper environment for preservation of the medications within, but in such a manner as to allow immediate access. The medications to be stocked must be upon the advice and written approval of the Medical Director. An inventory of medications maintained shall be kept using proper count sheets.

**Control and Accountability** - The corporate pharmacy vendor according to the State Pharmacy Law shall label all prescriptions. Each prescription will contain the following information: Name/address of the dispensing pharmacy; Name of the prescriber; Name of patient; Directions for use; Date the prescription was originally filled; Name of drug and strength.

The facility may require special licensing from the State Board of Pharmacy to hold stock medications on-site. Check with your Regional Administrator as to such requirements. All floor stock shall be reviewed and authorized by the Medical Director. Floor stock will be issued as non-prescription floor stock, prescription floor stock, and emergency floor stock drugs. Only persons authorized to prescribe within the state where the facility is located may order floor stock to be kept within the medical unit.

Separate control and/or count sheets must be maintained on any controlled substances. These will be reviewed and audited by Regional Administrators when they visit the site, as well as through the Pharmacy Inspection Audits as may be required by regulations through the State Board of Pharmacy.

**Pharmacy Audits** – A licensed pharmacist will visit the facility at least 3 times per year to perform on-site audits and compliance with all state and federal regulations regarding the administration and pharmaceutical services of the program. The Pharmacist may be asked to attend the Quarterly Administrative Meetings, or provide documentation for review at the meetings.

**Note: It is very important to note patients should never go without needed/ordered/prescribed medication.**

Reference: SHP Drug Formulary



## Policy and Procedure Manual for Health Services In Jails

# **MEDICATION SERVICES**

### **Section: Healthcare Support Services**

**Page 1 of 3**

#### **POLICY:**

SHP medical staff will provide medication services that are provided in a timely, safe and sufficient manner. All medications should be ordered within a 24 hour time frame, and the use of stock or back up pharmacy services be available if regularly ordered medications are unavailable through the pharmacy.

The Physician/Physician Provider must be notified of any impending expiration of an order to determine continuance of that medication, or a change of medication therapy based on the patient's condition. Such notification to the Physician/Physician Provider must be made prior to the date of the impending expiration for continuity of care.

#### **PROCEDURE:**

##### **Medication Administration:**

Medication Passes are to be done by medical staff and/or trained corrections officers during the set times for distribution to the patients. Due to security constraints, unforeseen emergencies, etc., medications may be passed within one (1) hour of the prescription time.

1. The nurse **must** have an officer with him/her at all times during medication pass;
2. The nurse will call out the patient's name that is to receive medications. No other patient should approach the nurse unless their name has been called. If a patient doesn't answer, or doesn't come up to receive meds, then they will miss pill call for that time. They may submit a sick call slip to be seen by medical staff within the medical unit. The nurse **will not** return to the pod to pass an individual's medication due to their not responding when called. Document missed dose on MAR.
3. The nurse **will not** do sick call, address complaints, or handle any other matters during medication pass (unless there is an emergency).
4. The patient is responsible for bringing a cup of water with them to receive their medication or according to specific jail policy/procedure.
5. Any patient who is verbally abusive or disrespectful to the nursing staff will be removed from the nurse medication pass area. This individual will not receive his/her medication, but rather be brought down to the medical unit at a later time to receive such medication.
6. If the officers suspect a patient is cheeking or hoarding medication, medical staff should be immediately alerted. An alternative method of medication distribution to that patient (for example, floating meds in water, or crushing the medication).

Officer's assistance in accomplishing the above procedures is greatly appreciated. This allows medical staff to pass medications in a quick and efficient manner, thus reducing the amount of officer time medical would need to accomplish this task.

#### **NOTES:**

- *If a patient wants to discuss his medical problem/condition at the time of med pass, make him aware that he/she must complete a sick call slip and will be seen at the proper time, not at med pass. This excludes obvious emergencies.*



## Policy and Procedure Manual for Health Services In Jails

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- *The patients will learn the proper procedure for med pass through continuity. Assistance from officers during medication pass is strongly encouraged. Please utilize officer training to assist in this regard.*

### **Verification of Medications:**

At some point, the medical staff will review a patient who did not come into the facility with medication, but states he/she takes medication. The following will give you guidance as to SHP's procedure for this type of request:

1. The patient must sign an Authorization for Release of Medical Information to the Facility, thereby allowing SHP to verify the last treatment received, and any medication orders.
2. Further, the patient must be asked where they last filled the prescription (Pharmacy Name, City/State). It is imperative we find out if the patient has been compliant with treatment prior to incarceration.
3. Contact the above resources given to verify treatment plans, course of medication, etc.
4. If medication has been verified as current, we will need to order appropriately through the use of our Drug Formulary and the Physician's Treatment Protocols. Contact the Medical Director for guidance if needed.
5. If medication cannot be verified, or the patient was not taking the medication consistently prior to incarceration, then the patient must be reviewed by the Medical Director to determine if the course of treatment is to continue. This patient may be monitored as to possible condition to determine any type of medical condition (blood sugar checks, blood pressure checks, etc.). Please remember that patients may sometimes use street drugs to self-medicate (seizures, depression) thereby not being in compliance. Consult the Physician/Physician Provider for directions.
6. Document all of your findings/information regarding the verification process on a Progress Note for the patient's medical record.

NOTE: If the patient comes in with pill bottles full of medicine, and the medicine in the pill bottle is appropriate as prescribed on the bottle, and the pill count is correct in relation to the fill date and date you check it, and the medication is for a chronic condition, you may administer the medication as directed on the bottle until such time the medication can be properly verified through the pharmacy and/or the patient's Physician/Physician Provider.

**Weekender Medication Administration:** Check with the Jail's current policy, and discuss with the Jail Administrator. In some jails, weekend detainees are allowed to keep on person meds, or the Jail may request all meds to be given to officers/medical staff for verification and pass during the weekend incarceration.

If the jail requires Weekenders to bring their own meds for use during the weekend, follow these instructions: Weekend detainees, if applicable at your facility, are to bring prescribed medication to the Detention Center/Jail Facility upon their weekend incarceration. The jail will provide that medication from the supply brought in by the detainee to the weekend detainees who take medication for a prevailing medication condition(s). Detainee's current prescription medication must be in the original prescription bottle, provided that the label bears the pharmacy's name, detainee's name, the type of medication and the required dosage.

Prior approval must be sought for any narcotic medication prescriptions to be given during the weekend stay. Any narcotic medication brought in by a detainee may result in the detainee's placement in an isolation cell for the weekend, for the safe pass of such medication.





## Policy and Procedure Manual for Health Services In Jails

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Weekend detainees must communicate the following to the intake officer:

1. Medication Name;
2. Dosage;
3. Frequency of receiving meds;
4. Current health care provider, and contact information.

Upon discharge from the jail, it is the responsibility of the patient to request their original pill bottle for return to them upon leaving the facility. Failure to pick up weekend detainee's medication may result in destruction of that medication per normal procedure.

### **Expiring Medication Order**

The Physician/Provider must be notified of any impending expiration of current medication order so as to either continue the medication and provide a new order, or change the medication based on the patient's condition.

## **CLINIC SPACE, EQUIPMENT, AND SUPPLIES**

### **Section: Healthcare Support Services**

**Page 1 of 1**

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#### **POLICY:**

SHP will be provided office space sufficient for the provision of all basic medical services within the facility. The designated medical area should be large enough to ensure the privacy of all patients receiving treatment. The Medical Unit should also include a waiting area for patients to use, if available. Seating arrangements, toilet facilities and drinking water must be made accessible.

SHP will provide, based on our contractual agreement, medical equipment, instruments, supplies, services, and staff necessary for the provision of safe, effective, comprehensive, and basic medical services, consistent with county contract.

#### **PROCEDURE:**

The MTA will coordinate with the Jail Administrator regarding the amount of space needed for the health services unit and subsequent storage. Additional space may be needed as patient population grows, or the health services unit expands. The following is a list of basic equipment that should be housed in the medical unit. Due to space limitations, some equipment may be located in other offices for use by the medical staff.

Basic Equipment to be provided:

Sink, Exam Table, Overhead Lighting, weight scales, thermometers, blood pressure unit/cuffs,  
Stethoscopes, otoscope, locking cabinets, office desk/table, medication cart, fax machine,  
Locking narcotic box, file cabinets, various supplies (office, medical, and lab).

The Cumberland County Detention Center medical office(s) are equipped with three (3) exam rooms and two (2) dental chairs, along with exam rooms located in B and C housing areas. There is a medical office area also located in the booking/intake area.

An inventory list will be maintained by the corporate office of the equipment which was purchased by SHP. This list can be supplied to the Jail Administrator as requested. All additional and/or deletions of equipment must be reported on a consistent basis to the corporate office and Jail Administrator.

The MTA will establish a weekly inventory check of medical and pharmaceutical items housed in the medical unit and storage areas. This inventory check will also serve as a method of re-ordering supplies, etc. SHP will set up various accounts with vendors supplying medical, lab, and office supplies.

Sharp Counts will be done by each shift, for each area in which sharps are stored.

Any medications requiring refrigeration will be properly stored in a refrigerator.

Other items for reference by medical staff shall include this Policy and Procedure Manual, and any other reference guide or resources provided by SHP.



## **DIAGNOSTIC SERVICES**

### **Section: Healthcare Support Services**

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#### **POLICY:**

All diagnostic services available to the general population in the community should be made available to patients. Any diagnostic service request and/or ordered by a qualified licensed medical person is arranged by contract or fee for service with the community service providers through SHP. All on-site diagnostic services must meet applicable state and federal laws.

#### **PROCEDURE:**

The SHP corporate office has established various contracted services with vendors. These services include, but are not to be limited to: laboratory, x-ray, and specialty testing service providers. In some incidents and situations, the local hospital may be used for these testing services as well. The MTA should post the contact information for contracted services for all medical staff to use as a reference/resource within the SHP Administrative Resources Manual.

All testing is to be kept confidential and the results must be noted in the patient's medical file. The MTA and Medical Director will review the test results upon the next Physician's Sick call, or via telephone, depending upon the urgency. The Medical Director should initial all test results. All follow-ups will then be ordered as necessary by the medical staff and/or Medical Director.

Specific diagnostic services that are currently being provided include, but are not limited to the following services:

Multiple test dipstick urinalysis; Finger-stick blood glucose tests; peak flow testing or oxygen sat reading;  
Stool blood testing; Pregnancy testing.

Urine pregnancy test kits will be kept on-site for use by medical staff when indicated.

A CLIA Waiver submission form, if applicable, will be submitted to HCFA by the corporate office and upon receipt of the Certificate of Waiver form will be forwarded to the site for posting within the medical unit.

Reference: SHP Administrative Services Manual



## **HOSPITAL & SPECIALTY CARE SERVICES**

### **Section: Healthcare Support Services**

**Page 1 of 1**

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#### **POLICY:**

SHP will have arrangements made for providing hospital and specialized ambulatory care for medical, dental, and mental illness. The corporate office will keep on file any contractual agreement entered into with a Hospital or specialty care vendor. A verbal agreement may exist until contractual terms have been set. Please note, at no point will a patient be denied needed hospital and/or specialty care due to a contract not being in place at the time of transfer.

#### **PROCEDURE:**

The local hospital, Cape Fear Medical Center, is to be used for outpatient emergency services and/or inpatient hospitalizations. The corporate office may establish a written agreement outlining certain payment structures and services, therefore clearing the way for approved procedures to be performed on patients. Security will also be notified by the MTA of the hospital to be used in emergency situations. A copy of such agreement would be kept at the corporate office level.

The MTA and/or medical staff should notify the hospital prior to a patient's transfer to the hospital, as well as the services and/or testing to be performed if time allows. If the Physician/Physician Provider has privileges at the hospital, the MTA and/or medical will notify the Physician/Physician Provider of the patient's transfer into the hospital.

When time permits, a Patient Referral form should be sent with the patient. This will facilitate the service to be performed as well as to request a treatment/discharge summary be returned with the patient for medical staff review.

Upon a hospital inpatient admission, the MTA and/or designee will need to complete the Inpatient Hospitalization information within our Web Portal. The SHP utilization department will follow up with the hospital as to the patient's diagnosis, treatments, and length of stay, etc. The utilization department may need to contact the MTA if any further information is needed.

The MTA and Medical Director will review all discharge orders, summaries, relevant lab and lab test results for the patient and perform follow-up care as needed. The hospital should be notified if any discharge orders cannot be performed at the jail due to staffing levels or confinement issues (no single beds, 24 hr I.V.s, etc.). The correctional officer must be advised to provide all discharge information received from the emergency center to the medical staff for review and follow-up.

All billing statements and invoices for services performed must be sent directly to the corporate office for processing and payment, as dictated by the health services agreement.

Reference: SHP Patient Referral Form; Inpatient Hospitalization Fax Form

## PART 6

PATIENT CARE  
AND  
TREATMENT

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## INFORMATION ON HEALTH SERVICES

### Section: Patient Care and Treatment

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#### POLICY:

SHP will provide information to the Jail about the availability of health care services for the patient's use. The Jail should post the information in writing within the Inmate's Jail Handbook or in common areas for the patient's to view/read. Additionally, the nurses will provide information orally to the patient and through the use of posted posters in the Medical Unit area.

#### PROCEDURE:

The MTA will post a sign regarding Information on Health Services in the intake/booking area as well as in the medical unit with Jail Administration's consent. The corporate office will provide these signs upon the initial onset of the contract, and then upon request by medical staff and/or correctional officers. The inmate jail handbook should reference the information as well.

Should a patient have difficulty communicating (foreign speaking, illiterate, etc.), arrangements must be made through the Jail Administrator to provide an interpreter or through the SHP language services vendor – Language Services, Inc.

Follow-up by medical staff during the H&P process should include a review of access to care.

Reference: Health Services Access Posters (English & Spanish)



**CALL TOLL FREE: 1-866-557-6169**

- When greeted by a coordinator, give your name and location code.
- Request the language needed, or ask for assistance in identifying the language.
- Hold momentarily while your interpreter is connected.
- The coordinator will inform you that the interpreter is now "on the line", and give you the interpreter's ID number.
- Explain the objective of the call to the interpreter. Then proceed by speaking directly to the non-English speaker in the first person.  
**Example: "What is your name?" NOT "Ask her what her name is."**
- Upon completion of the call, all parties should simply hang up. Your time will be automatically recorded.





## **RECEIVING SCREENING**

### **Section: Patient Care and Treatment**

### **Page 1 of 2**

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#### **POLICY:**

SHP requires inmates who have medical issues as identified by the Correctional Officer's initial screening process, be given a medical intake/receiving screening within 24 hours of commitment. In case of transfers from other jails and the patient's initial screening has been provided, a new receiving screening will not need to be performed.

#### **PROCEDURE:**

No patient requiring medical services beyond what can be provided within the facility should be accepted into the facility until the patient has been treated at the local hospital and medically cleared for commitment. Any arrestee exhibiting any of the following behavior or characteristics will be denied admission to the jail until evaluated by emergency facility staff and cleared:

1. Persons who are unconscious;
2. Persons who are having or have recently had convulsions/seizures;
3. Persons with any significant external bleeding;
4. Persons with any obvious fractures;
5. Persons with signs of head, neck or spinal injuries;
6. Persons with any type of serious injury;
7. Persons who cannot walk under their own power;
8. Persons who display symptoms of internal bleeding;
9. Persons with abdominal bleeding;
10. Pregnant women in labor or with any other serious problems;
11. Persons extremely intoxicated or with incapacitated behavior;
12. Persons with breathing difficulties;
13. Persons exhibiting apparent hallucinations, delusions, or diminished capacity to communicate or comprehend;
14. Persons with other serious medication indications.

Injuries will be treated immediately on commitment. If injuries require treatment beyond what is available in the facility, the medical staff will refer the inmate to the local emergency room and request a medical clearance. The medical staff may make this requirement upon the inmate's booking process. Every effort should be made to verify any past or current treatments. Medical staff must document such attempts to verify past or current treatments within the medical record.

All patients will be screened for psychiatric illness at the time of commitment. In cases of acute illness, the patient will be housed under close observation and referred to a Qualified Mental Health Professional. The local County Mental Health Agency may be used in these evaluation processes as well.

All examination findings will be documented on the intake screening form. The form will ask questions regarding current illnesses, health problems, and conditions. Also, all observations should be noted concerning patient's behavior, body deformities, and general conditions. Vital signs will be noted by medical staff on all encounters. The medical staff will use the Medical Staff Receiving Screening Form in addition to the jail screening form when necessary.





## Policy and Procedure Manual for Health Services In Jails

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The medical staff must review the medical summaries of all transfer patients from other jails.

When clinically indicated, or the presence of a chronic condition (seizures, asthma, pregnancy, verified mental illness, hypertension, HIV/AIDS and withdrawal issues), an immediate referral must be made to the medical staff. The referral is to be noted on the screening form. If medical staff are not on-site at the time, and the condition of the patient is serious, the correctional officers must contact the on-call nurse for guidance in the further screening and placement of this patient. For extreme cases, the correctional officers may send the patient directly to the emergency room for treatment and/or assessment.

Medical staff must sign and date receipt of the screening forms as well as address any immediate health needs. Potentially infectious disease patients must be isolated, and treatment orders to be received by the Provider.

### TB SCREENING

Patients will also be educated regarding TB screening and/or testing which is to be performed by the medical staff. See also Infection Control Manual. If a TB test is administered, it should be read within the timeframe of the testing procedure (48-72 hours). If a patient is released prior to his/her test being read, the patient should be advised to follow-up with the local health department. Any patient identified as having active Tuberculosis will be medically segregated from the general patient population. Contact your local health department for treatment guidelines.

All medications will be verified prior to distribution. If unable to verify a patient's stated medication, seek treatment orders from the Provider. See Policy on Pharmaceuticals.

A medical file will be started on each patient entering the facility who has medical issues.

If, for any reason, detention personnel are unable to immediately contact the on-call nurse when the situation is emergent, the patient will be transported to an emergency room for care and treatment.

If inmate's behavior is questionable during the intake process, or you feel unsafe, please request the close proximity of a corrections officer during the intake interview.

Reference: Medical Receiving Screening Form; Correctional Officer In-service Materials





## **TRANSFER SCREENING**

### **Section: Patient Care and Treatment**

**Page 1 of 1**

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**POLICY:**

Upon notification by correctional staff of new arrivals, SHP will perform a transfer medical screening on all intrasystem transfers.

**PROCEDURE:**

The correctional staff must notify medical staff of all new transfers within a timely manner. The medical staff designee will review each incoming patient's health record and/or summary within 24 hours of arrival.

If medical staff are not on-site at the time of the arrival, the health summary will be reviewed at the next available onset by medical staff. Any serious or chronic conditions should prompt the correctional staff to contact the MTA and/or medical staff designee for guidance in the situation. If contact is not made, the patient should be sent to the ER for assessment and/or treatment.

Reference: SHP Medical History Transfer Summary Form



## **HEALTH ASSESSMENT**

### **Section: Patient Care and Treatment**

**Page 1 of 2**

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#### **POLICY:**

SHP requires patients to receive a complete history and physical exam within fourteen (14) days of commitment at a minimum (or sooner) as required by contract or state regulations. Medical staff performing history and physical exams will be properly trained and authorized to do so under the terms of his/her medical licensure. Further, annual exams for patients who have been housed in the jail for more than one year will be performed as well.

#### **PROCEDURE:**

All history and physical data will be obtained by medical staff and recorded on an Admission Data History and Physical Exam Form. The medical staff will review the Receiving Screening Form and confirm all information, as well as ask for any additional medical history information that may not have been noted upon intake. The medical staff must make verification of previous history, and document such verification and/or non-verification.

#### **New Intakes:**

Within 14 calendar days of arrival into the jail, patient will receive a health assessment by SHP medical staff. A recording of patient's current weight, height, blood pressure reading, temperature and pulse rate will be noted on the Admission Data History and Physical Exam Form. Female patients will be given a pregnancy test, if possible pregnancy is clinically indicated. Male medical staff members will not assess female patients without a female medical staff member or female officer present.

The medical staff, in conjunction with the form, will perform a physical exam. Medical staff performing physical exams will be advised and/or trained by a Physician/Physician Provider as to the proper procedure for performing such an exam.

Patients will be asked if a TB screening and testing was performed on-site at the jail at the time of intake/receiving screening. If not, medical staff will then do a TB screening immediately.

Special needs patients will be identified and an on-going treatment care plan will be established.

Patients with a chronic condition will be screened and questioned specifically about their condition. Chronic care patients will be referred to the Physician/Physician Provider's chronic care clinic for an initial assessment and treatment plan as well. Individual treatment plans will be established for chronic care patients.

Other lab and/or diagnostic testing may be required based on information received from the Receiving Screening or Admission Data History and Physical Exam Form. Physician/Physician Provider's orders must be obtained for the testing, and but may be done by the medical staff as a precautionary method.

A patient, who has been re-admitted into the jail and had a documented health assessment within the previous 12 months, need not be re-examined unless changes in patient's health have been noted upon admission.

#### **Right to Refuse Health Assessment and/or TB Screening/Test:**



## Policy and Procedure Manual for Health Services In Jails

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A patient has the right to refuse a health assessment. Please refer to the Right to Refuse Treatment policy. If a patient refuses the TB test, and but has screened positive for possible exposure, the patient must be placed in isolation for precautionary measures, as TB is an infectious disease. Medical staff should monitor patient until the TB screening is completed. Depending upon the reasons for the patient's refusal, the Physician/Physician Provider and/or mental health staff may be advised to speak with the patient about his/her concerns.

All Admission Data History and Physical Exam Forms will be referred to the Medical Director/Physician Provider for review and sign-off.

### Annual H&P Assessment and TB Screening/Testing:

For patients who have been incarcerated in the jail for a continuous 12 month period, an annual H&P assessment and TB screening will be offered by medical staff.

Each month, the MTA will print a jail roster list of all patients who have been incarcerated in the facility for 12 months, 1 day. Those individuals will be added to your H&P list for that week. TB screening/testing is to be performed in accordance with the H&P process. Review the patient's medical chart prior to do the H&P so you can review with the patient any historical medical issues (you do not need to complete the first page of the H&P form since none of that information would have changed in the past year).

Reference: Admission Data Form; TB Screening Forms; Individual Treatment Plans for Chronic Care/Special Needs Patients



## **MENTAL HEALTH SCREENING AND EVALUATION**

### **Section: Patient Care and Treatment**

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**POLICY:**

All patients with positive screens for mental health upon intake will receive a mental health evaluation.

**PROCEDURE:**

The post-admission evaluation will be performed within 14 days of intake. The evaluation will be performed by a trained medical staff member or Qualified Mental Health Professional who is authorized and trained to perform such function. The evaluation will include, but not be limited to:

1. Review of receiving screening and health appraisal;
2. History of psychiatric hospitalization and outpatient treatment;
3. Current psychotropic medication;
4. Suicidal ideation and history of suicidal behavior;
5. Drug and alcohol usage;
6. History of sex offenses;
7. History of expressive violent behavior;
8. History of victimization due to criminal violence;
9. Special education placement, if applicable;
10. History of cerebral trauma or seizures;
11. Emotional response to incarceration.

Those patients who acquire acute mental illness or developmental disability services beyond the capabilities of the facility or whose adaptation to the correctional environment is significantly impaired, will be referred to a Qualified Mental Health Professional or local mental health agency, in the case of emergencies, for an evaluation as soon as possible. A list of referral sources will be available to the security staff for transfers.

Severe mental illness and/or disability cases should be reported to the security staff for housing assignment changes, if needed. Any determination by mental health staff or agency regarding transfer of a patient to a more appropriate facility must be reported to the Jail Administrator for implementation.

Reference: Mental Health Survey Form



## **ORAL CARE**

### **Section: Patient Care and Treatment**

**Page 1 of 1**

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#### **POLICY:**

Medically trained personnel will screen all patients for dental problems either during the intake/receiving screening process, or during the 14 day history and physical. Dental screening will include, at a minimum, inquiry regarding presence of any painful dental condition, presence or absence of dental prosthetics, a brief examination of the oral cavity. Dental education and instruction in oral hygiene will be provided during the patient's history and physical exam.

#### **PROCEDURE:**

Dental treatment shall be provided according to an established treatment plan/order, and based on established priorities. Consultation to the dentist and/or dental specialist will be available. Dental treatment will be scheduled on an as needed basis, for the earliest appointment time available. Any patient with oral infections/abscesses which require antibiotic treatment may be treated by the Medical Provider prior to the next dental visit.

The Dentist will perform a dental exam which should include a review of the patient's dental history/charting of teeth, and explorer exam. X-rays will be performed, if necessary, and will be limited to the tooth/teeth in question. All findings from the exam must be reported back to the medical staff in the jail for placement in the patient's medical record. Dental services will be performed within the dentist's office and/or designated area if performed within the jail. The Dentist must communicate the treatment methods to the medical staff before treatment begins, whenever possible, unless treatment is an extraction.

The Physician/Provider will review all prescriptions for approval. Any substitutions for prescribed narcotics/medications should be confirmed with the Dentist, but may be changed by the Physician/Provider to conform to the policy of narcotic usage.

Each patient shall have access to the preventative benefit of fluorides as determined by the dentist. Oral treatment is not limited to extractions.

If a patient is readmitted within 12 months, a new screening will not be performed except as determined by the medical staff. Focus will be on acute and urgent need.

For all dental screening and services on-site, staff are to practice universal precautions and infection control practices.

All treatment records are to be kept in the patient's medical record on-site.

The dental area and instruments are to be sanitized and disinfected immediately after use, with all hazardous dental waste disposed of properly.

Reference: Dental Service Record Form.



## Policy and Procedure Manual for Health Services In Jails

# **NON-EMERGENCY HEALTH CARE REQUESTS AND SERVICES**

### **Section: Patient Care and Treatment**

**Page 1 of 1**

#### **POLICY:**

All patients must have the opportunity, daily, to request health care. All patients must complete a Health Request Form (Sick Call Slip) or request via Kiosk for all services, except emergency medical needs. Medical Staff will collect these forms on a daily basis during med pass times, or gather the forms from a designated area established by the jail. If using a Kiosk system, medical staff can either print requests or respond as per system requirement.

Sick call is defined as a scheduled session by medical staff to assess the health care needs stated by the patient. Those seen on sick call will be brought to the medical unit or a designated confidential area established by the jail. Appropriate medical staff following proper triage procedures will treat patients. Security procedures regulating the time and method of escort for such patients must be followed.

Please note, some institutions have started a co-pay system whereby a patient is charged for sick call services. At no time is a patient denied medical treatment due to the lack of funds. It is recommended medical staff not be aware of the patient's fund status but rather indicate to the designated correctional staff whether a patient should be charged for treatment. A separate policy and procedure may be in place at the jail setting the parameters of the co-pay system.

#### **PROCEDURE:**

The Cumberland County Detention Center utilizes kiosks for patients to submit sick call slips. Upon receipt of a patient's request to be seen at sick call, the medical staff must comprise a list for the correctional officers of those patients to be seen. All patients requesting to be seen at sick call must be seen. Any patient who is not available for the scheduled sick call time should be reported to the medical staff and a reason for the unavailability given for notation in the patient's medical file. If later follow-up can be performed on the patient, the medical staff should do so. If patient refuses, the Patient Refusal Form must be completed.

Sick call will be held in the medical unit or designated area based upon established times, or as security may dictate due to schedules, etc. Patients should be seen within 24 hours of their request being received by medical staff, unless the request is submitted on a weekend when staff is limited or unavailable, and then patient(s) may be seen within 72 hours of their request being received by medical staff.

All sick call submissions must be dated and initialed as to when medical staff receive them. All treatment orders must be noted as applicable on the sick call slip, progress notes or flow sheet, and any referrals to the Physician/Provider should be noted with the patient being scheduled for the next available physician sick call. Vital signs must be noted on all patient encounter sick call assessments.

#### **Emergencies will be handled immediately.**

If a patient wishes to see his/her private physician, the request must be made in writing and forwarded to the Jail Administrator. At the patient's own expense, and by the Jail Administrator's approval, an appointment will be made with their private physician. The patient will also be responsible for all medications and/or tests prescribed by their private physician. Again, such visits must have prior approval by the Jail Administrator. If the private physician gives an order that is contraindicated in a correctional setting (knee immobilizer with metal stays, etc.) the MTA or Medical Director/Physician/Physician Provider will try to communicate with the private physician to determine another acceptable option.



## **EMERGENCY SERVICES**

### **Section: Patient Care and Treatment**

**Page 1 of 1**

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#### **POLICY:**

In the event of a medical emergency call, nurses will respond to the scene with the first aid kit and/or emergency triage box. The patient will be stabilized on-site as available, and then be transferred to the medical unit for treatment, if necessary, or prepared for emergency transport to the Emergency Room.

If the patient's medical problem is acute and can be treated in the medical unit, the procedure will take place there. The Physician/Provider will be contacted as required. If emergency transportation is required to transport the patient to the emergency room, the medical staff will determine the appropriateness of using either an ambulance or security vehicle, and advise the corrections staff.

#### **PROCEDURE:**

The medical staff will report to the emergency upon notification by correctional officers. Information about the medical emergency (prior to medical staff's arrival) should be gathered from witnesses. The patient must be stabilized before moving. The patient should then be transferred to a secure area, preferably the medical unit. If transfer to the emergency room is needed, the correctional officers are to be notified immediately to secure transportation either through security vehicle or local ambulance service. The emergency room should be contacted and briefed regarding the patient's history, condition, and events surrounding the emergency. Emergency numbers must be listed in the medical unit for use by staff when needed.

If there is an obvious emergent injury (profuse bleeding, bone thru skin, heart attack, etc.) then officers are to call EMS (911) immediately and can notify the nurse on-call later. If medical staff is not on-site during a suspected but not emergent emergency, the correctional officers may call the nurse on-call as established and/or designated, or directly call EMS (911). If medical staff does not respond within 15 minutes, the patient may be transported to the local ER for evaluation and/or service. The MTA must be notified of the transport and the MTA and Jail Administrator will do a review as to the handling of future emergencies.

The MTA should ensure the Jail Administrator has the [SHP Medical Services Flyer Information](#) as to the on-call services.

#### **Cumberland County Detention Center has the availability of an AUTOMATED EXTERNAL DEFIBRILLATOR (AED).**

The AED is a computerized device which reads the heart rhythm of an individual and then advises its operator whether a shock is required.

The AED should be used only on a patient who is unconscious, not breathing, and has no pulse. Call 911 and then follow the AED directions.

Ensure all staff members (both correctional officers and medical staff members) are orientated and aware of the placement of the AED. In an event of an emergency, staff members must know where the AED is in order to bring it to the patient. This placement location should be determined through a collaborative decision between the Medical Team Administrator, the Medical Director, and the Jail Administrator.

All staff members (both correctional officers and medical staff members) are to be trained on the AED use upon orientation.

A regular battery check schedule by correctional officer(s) is to be devised by the Jail Administrator.



## Policy and Procedure Manual for Health Services In Jails

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The location of our AED machine(s) are:

**Locations within the facility:**

- 1. Booking Unit - desk area**
- 2. "B" Side – shift leader's station**
- 3. "C" Side – in medical treatment room under the sink**
- 4. "D" Area – at shift leader's desk**
- 5. Main Medical Area in pharmacy**
- 6. Main medical area in room with vaccine refrigerator**



## **SEGREGATED INMATES**

### **Section: Patient Care and Treatment**

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#### **POLICY:**

Upon notification by correctional officers to medical staff of a patient placed in segregation (administrative), qualified health personnel must evaluate the patient on a regular schedule in order to monitor his or her health.

#### **PROCEDURE:**

Upon notification by correctional officers to medical staff of a patient's segregated status, the medical staff should see the patient initially to record his/her current health status. Medical staff must also review the patient's medical chart to determine if any existing medical needs would contradict such placement. Any findings must be reported to the Jail Administrator.

Monitoring by medical staff is based on the degree of isolation:

- Inmates who are segregated for suicide prevention will be monitored as required by suicide prevention.
- Juvenile inmates who are segregated will be monitored daily by medical or mental health care professionals.
- Adult inmates who are segregated and having limited contact with staff or inmates are monitored 3 times per week by medical or mental health.
- Adult inmates who are segregated and allowed periods of recreation and/or routine social contact are monitored weekly by medical or mental health

For a patient who if in the judgment of medical personnel more frequent observation is warranted, such can be done with a monitoring schedule established and posted for medical staff to follow. Use the SHP Observation Cell Record Form or required jail form to establish a schedule and document your findings. Any health care encounters must be noted appropriately within the medical record.

If a segregated patient requests health services, arrangements must be made through the correctional officers to see the patient either in the medical unit or in the patient's current housing area. Correctional officers responsible for the patient's security should be directed to alert the medical staff to any and all changes in the patients' health status.

Notify the Medical Director if any significant health situations arise and/or change for an administratively segregated patient.

Reference: Observation Cell Check Form



## **MEDICAL OBSERVATION**

### **Section: Patient Care and Treatment**

### **Page 1 of 2**

#### **POLICY:**

Patients housed in the medical department for purposes of Medical Observation must be monitored by medical staff as appropriate to their condition during the time of placement on Medical Observation.

#### **PROCEDURE:**

When a patient is placed on Medical Observation, SHP medical staff must monitor the patient appropriately by establishing and following a schedule of routine observations of the patient's health status. The frequency of and criteria for each patient's observation must be determined by his or her particular health condition and the reason for placing him or her on Medical Observation. Use the SHP Medical Monitoring Flowsheet to document the patient's observable condition. Use Progress Notes to document medical findings.

Reasons for placing a patient on Medical Observation include (but are not limited to): suicide concern, withdrawal program; and any illness or chronic condition that in the judgment of medical staff requires close observation. The Physician/Provider should be made aware of and be frequently updated regarding the condition of any patient placed on Medical Observation as symptoms warrant.

#### Proper use of Medical Observation:

- Set up a schedule for medical observation using the SHP Medical Monitoring Flowsheet Form. Complete the form in its entirety and if further notation is required, add Progress Notes to the patient's chart as appropriate.
- Have the patient checked by medical staff according to the scheduled established. In cases where we do not have medical staff on-site 24 hours per day, you may enlist the correctional officers to do basic observation and report those findings to you upon the medical staff's next shift (patient sleeping; patient walking/talking, etc.).
- Check vital signs frequently – at least once each shift and more frequently if the patient's condition is of concern. Make sure you obtain and record a complete set of vital signs each shift when on duty.
- Remember, a person who is unconscious may look like a person who is sleeping. Cell check should include confirming the patient is stable, even if that means waking him/her up.
- Make sure your Medical Director/Provider is aware of who is on Medical Observation and why. Have him/her review the charts of the person(s) who are on Medical Observation, or have been since their last visit, to ensure appropriateness of the treatment plan. The Medical Director/Provider may have further orders based on your observations and documentation – keep him or her informed.

#### Distinguishing Medical Observation from Administrative Segregation:

Medical Observation must be distinguished from Administrative Segregation. In some facilities, detention staff may use designated medical observation cells to segregate unruly inmates. This is administrative segregation; it is not Medical Observation.

- If detention staff are using Medical Observation cells to house patients who do not require medical observation, make sure the jail staff are aware the patients will not be monitored by medical staff as Medical Observation patients.



## Policy and Procedure Manual for Health Services In Jails

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- Note on the Medical Monitoring Flowsheet patient is on administrative segregation or being housed in a medical cell for penological reasons, not for Medical Observation.
- Make sure all medical staff are aware of the patient's status and when the patient is to be monitored. Administratively segregated patients should be observed, and findings documented, one to two times per shift.

Medical Observation is for medical issues which need to be monitored, and its use is a medical decision. Whether or not a patient should be placed on, released from, or remain on Medical Observation is a medical decision to be made by medical staff. Jail staff should not decide when a patient is to be taken off Medical Observation. If a patient is taken off Medical Observation and returned to general population against medical advice, it is important to document such in the patient's chart, as well as alert the SHP Medical Team Administrator so he/she can communicate with the Jail Supervisor. An incident report must also be completed and sent to Risk Management at the corporate office (incident reports are not kept in the medical record).

The Medical Observation process is for the benefit of the patient and must be done to safeguard the patient's well-being. Appropriately document all Medical Observation checks and findings.

Reference: Medical Monitoring Flowsheet



## **PATIENT ESCORT**

### **Section: Patient Care and Treatment**

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#### **POLICY:**

County designated correctional personnel will provide patient transportation/escort for patients. Those patients seen on sick call will be brought to the medical unit or designated area and treated appropriately by medical staff following proper triage procedures. However, security procedures and/or constraints regulate the time and methods of escort for such patients, and therefore medical staff will need to adapt their schedule to fit around those security constraints.

Transports/escorts must be done in a timely manner.

#### **PROCEDURE:**

Correctional officers must be notified by medical staff of all needed patient transports, supplying dates and times when available. All missed appointments must be recorded along with the reason for the unkept appointment (court appearance, released from jail, refused, etc.) on the Missed Appointment List. In addition, an Incident Report Form is to be completed for all outside missed medical appointments, and the reason for such, to be submitted to the SHP Risk Management Office. This list will be provided to the Jail Administrator and the site's Region Representative on a monthly basis. The medical staff must be advised by the correctional officers prior to canceling if possible, or if time allows.

When appropriate and needed, medical staff may see patient(s) in their housing unit along with correctional staff available. Medical supplies and medications will be kept within the medical unit and if used in the housing unit will be returned to the medical unit after use is completed. Patient confidentiality must be maintained at all times.

All outside transports are the responsibility of the correctional officers. Every effort must be made to schedule appointments within security's availability.

At no time will a patient or family member/friend be told the date, time, and place of his/her appointment. This is considered a breach of security and medical staff will be appropriately disciplined. The patient may be advised of the treatment to be performed. An outside medical staff office is to be advised to confirm all treatment plans or requested services with the MTA prior to be completed. Further, they should be advised to not tell a patient or any other individual of the date and time of the next appointment. All discharge summaries must be sent back to the medical unit via the correctional officer transport.

If patient's family and/or friends are aware of the date/time of an outside appointment, please alert the Jail Administrator of this information, and then determine if the risk justifies a change in appointment date/time. Document any changes of appointments within the patient's medical record, along with an explanation for the change.

Upon the patient's return to the facility, the medical staff will obtain all discharge orders and/or instructions from the outside medical provider. If no written instructions have been received, confirm the outcome of the patient's visit with the provider and document call within the progress note(s).

Reference: SHP Missed Appointment Log Form.

## **NURSING ASSESSMENT GUIDELINES**

### **Section: Patient Care and Treatment**

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#### **POLICY:**

Nursing Assessment Guidelines are to be appropriate to the level and skill of the nursing personnel who will carry them out. All protocols will comply with relevant state practice acts. Protocols are to be reviewed at least annually and updated as needed.

#### **PROCEDURE:**

SHP provides a defined set of treatment guidelines which have been reviewed and approved by the Corporate Medical Director. The site Medical Director and MTA must approve any changes, additions, deletions to the current protocols. The changes will then be communicated to the corporate office for inclusion in the site Nursing Assessment Guidelines, as well as being communicated to all medical staff with the medical unit.

Verbal Order under this agreement means the action by which the nurse/designated agent calls the physician to receive a prescription order for a patient based on signs and symptoms the nurse relays to the Physician. This action is for continuity of care of the patient while incarcerated at the detention center.

Nurse Protocol under this agreement means a written document mutually agreed upon and signed by the nurse and a licensed physician, by which the physician delegates to that nurse the authority to perform certain medical acts, and which acts shall include, without being limited to, the administering and ordering of any drug.

Order means to select a drug, medical treatment or diagnostic study through physician's delegation in accordance with a Provider protocol or a nurse assessment guide. Ordering under such delegation shall not be construed to be prescribing, which act can only be performed by the physician nor shall order of a drug be construed to authorize the issuance of a written prescription. The order shall then be faxed to the licensed pharmacy provider. All verbal orders received from the designating physician to the designated agent must be signed by the designating physician at the next available site visit. The order is then to be placed in the patient's medical record.

The designated agent shall write the drug order in accordance with the order received from the Physician and based on a client assessment each time the drug is ordered. If the client continues the drug on subsequent visits, the designated agent must reorder the drug based on the Provider protocol and/or the drug Physician order.

The Nurse and the Delegating Physician are accountable for the quality and continuity of care of the patient incarcerated in the detention facility. All protocols must be reviewed, revised and updated at least annually. The responsibility for assuring the nurse protocol is reviewed, revised and updated at least annually is shared among the delegating physician, the nurse and SHP corporate management staff for which the nurse works. Changes in drug treatment and health care technology should be incorporated into revised nurse protocols in a timely manner. Each time the nurse protocol is reviewed, revised, and updated, both the delegating physician and the individual nurse shall sign and date the nurse protocol.

It should be noted treatment of each patient's condition is to be individualized. The site will also be presented with clinical pathway forms to be used in documenting and assessing a patient's condition and/or complaint.

Medical staff and/or the Medical Director/Provider are not bound by the SHP Treatment Protocols, and the use of prudent medical judgment must be used. The Medical Director/Provider may provide the medical staff with his/her own protocols to be followed for common conditions. All protocols must have the Physician/Physician Provider's signature as verification of review.



## Policy and Procedure Manual for Health Services In Jails

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Medical staff are to contact the Physician and/or Physician Provider prior to any initiation of treatment. This can be done during a daily telephone briefing of services by the medical staff member to the Physician and/or Physician Provider.

Training for medical staff will be provided by SHP as to following scope of practice, knowledge and competency. Documentation of such training will be kept in SHP personnel files.

Reference: SHP Patient Assessment and Nursing Guidelines; Clinical Pathway forms.

## **CONTINUITY OF CARE DURING INCARCERATION**

### **Section: Patient Care and Treatment**

**Page 1 of 1**

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#### **POLICY:**

Continuity of care is to be provided to all patients while incarcerated. Continuity of care is from the admission to the jail through discharge/release and includes a referral to community resources when indicated or available.

#### **PROCEDURE:**

Upon a patient's admission into the jail, every effort shall be made in obtaining information concerning previous and/or current treatment plans. Record request forms may be sent to the patient's treating physician for inclusion into patient's current medical file at the jail. The Medical Director/Provider shall be made aware of the medical records upon arrival, for his/her review as well.

All medications shall be verified before their continuance. All verifications (or inability to verify) must be noted within the patient's chart. Once medications have been verified, the Medical Director/Provider may give a verbal order (if not on-site) to continue the medications until the next scheduled Physician/Provider sick call, based upon the patient's compliance prior to incarceration and present condition. Identified long-term and/or serious chronic conditions in which the patient was not compliant with his/her medications shall be referred to the Physician/Provider for medication orders, if needed. Patients may have been self- medicating with drugs or alcohol prior to incarceration therefore it is important to have medication verification with the Physician/Provider. Patient education should be given if medications are changed to formulary compliance (generic or therapeutic substitutions). All changes shall be documented in the patient's medical record.

In some cases, based on certain situations, it may be prudent to keep patient on a medication until records are received and reviewed by the Physician/Physician Provider. Another example – if patient has “fresh” surgery scar and is requesting an extra matt for comfort, it would be prudent to provide an extra matt until records were received and reviewed. The decision for the extra matt can be changed if needed after record review is finalized.

All pregnant patients will be placed on pre-natal clinic for review by a local OB/GYN clinic. Those pregnant patients exhibiting serious or emergent conditions may be referred to the hospital for assessment. Pregnant females shall also be placed on Chronic Care so they are reviewed consistently.

All ordered tests and/or consults are completed in a timely manner. The Medical Director/Provider must sign all outpatient service discharge summaries as evidence of review. If changes in treatment are necessary, the changes shall be noted and clinical justification for an alternative treatment plan is noted.

## **DISCHARGE PLANNING**

### **Section: Patient Care and Treatment**

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#### **POLICY:**

SHP will provide patient discharge planning instructions for patients with serious health needs.

#### **PROCEDURE:**

Upon notification by correctional staff, and or by the patient, medical staff will prepare discharge planning instructions for those patients with serious and/or chronic care conditions. Medical staff should provide patient with any referrals and/or community provider information the patient may need upon his/her release. Documentation of such instructions must be noted in the patient's medical record.

If patient is receiving medication, a sufficient supply (approximately 3-5 days worth of medications) may be released with patient which is prudent to last until an outside provider can see patient. Again, documentation of such released supply must be noted in patient's medical record. Patient education as to medication instructions should be given to the patient, and such education also documented as such in the patient's medical record. Be cautious as to the types of medication being released with patient, in conjunction with their history, compliance issues, etc. You don't want to release them with any narcotic value medication, nor any medication which may cause harm to themselves if taken as an overdose, etc.

If any appointment with a private provider has been made for the patient, medical staff may alert the patient of the date and time of such appointment so he/she can keep the appointment upon/after their release.

Further, medical staff must notify community providers of patient's release if patient has an infectious disease, as may be required by public health laws (TB, etc.).

MTA should alert the Jail Administrator of any issue of patient discharge that have been released without medical knowledge. Of the utmost concern is chronically ill patients and to ensure follow up with their private care provider after release.

Reference: SHP Intake/Release of Medication of Supplies Form.



## PART 7

### HEALTH PROMOTION AND DISEASE PREVENTION

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This manual is not to be a substitution of good prudent medical judgment. Medical situations arise in a variety of scenarios, some of which may not be covered in this manual. It is the expectation by SHP of the SHP staff to use good medical judgment when faced with any medical scenario, and should such not be listed by policy, procedure, and/or practice within this manual, will not preclude the aspect of care being rendered. SHP medical staff can reach out to various levels of SHP (corporate office staff, VPs of Operations, Regional Representatives, Site Medical Director, Corporate Medical Director, etc.) regarding questions, comments, concerns, etc.



## **HEALTHY LIFESTYLE PROMOTION**

### **Section: Health Promotion and Disease Prevention**

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#### **POLICY:**

Patients are to be offered health education and training in self-care skills upon intake and/or upon request.

#### **PROCEDURE:**

Health education and self-care procedures should be discussed with each patient upon their admission into the facility. Certain health education materials will be sent to the medical unit by the corporate office for such use. Health education may also be shared with the patient on an as needed basis, upon their request, or at the history and physical exam.

The following are some subjects which should be discussed with the patient:

- Personal Hygiene methods
- Dental Hygiene methods
- Physical fitness and nutrition
- Tuberculosis
- Sexually transmitted diseases
- Current prescribed medications
- Chronic conditions
- Pregnancy issues, if applicable

The patient may need to be referred to an outside source for counseling services, etc. The MTA or Medical Director may meet with the patient to discuss other types of counseling which may be available to the patient. Correctional officers must be alerted to any possible transports to outside sources.

Various pamphlets on health topics and/or patient education materials will be made available to the patient. Usually the local health department will provide such materials to the medical unit for use. These materials may be kept within the medical unit for viewing and discussion with the patient, upon the patient's request.

It would be beneficial to discuss any changes in patient care due to incarceration status. For example, if patient usually checks blood sugar 4 times a day and self-administers insulin 3 times a day, this may be changed due to incarceration status. For example, he/she now has food intake and snacks monitored and controlled. It is not uncommon for diabetics to become well maintained and controlled while incarcerated.

Reference: Patient Education Materials / Handouts.



## **MEDICAL / SPECIAL DIETS**

### **Section: Health Promotion and Disease Prevention**

**Page 1 of 1**

#### **POLICY:**

Special medical diets will be made available to patients when ordered by the Physician/Provider, medical staff, or dentist. Written instructions will be provided by medical staff to include information regarding the types and amounts of foods to be provided as well as start and stop dates.

The Medical Director should review all current special diets every six months, if not sooner.

#### **PROCEDURE:**

The MTA will provide any prescribed special medical diets for patient(s) to the designated correctional officer or the food service providers (if directed to do so by the correctional staff).

It is the responsibility of the Jail kitchen staff to adhere to any prescribed special medical diets. The meals should be served in accordance with the Medical Director's orders (3 snacks per day, no dairy, etc.). Any questions or clarifications of the prescribed medical diets should be communicated to the MTA.

Examples of medical/special diets due to medical conditions:

- Liquid Diet
- Allergy Diet (no milk products, no peanuts, no seafood)
- No/Low Salt Diet

The Medical Director shall review all special diet prescriptions on regular intervals so as to discontinue any unnecessary preparations. Ordered medical diets must include the type of diet, special instructions, and the length of time patients are to receive the special diet.

If a patient refuses a special medical diet, patient will be referred to medical staff for counseling and patient education. All refusals must be noted in the patient's medical chart.

It is important to not confuse patient "wants" with patient "needs". For example, if a patient doesn't "like" onions, he can be advised to push the onions to the side. Special medical diets are not to be prescribed for patient "wants".

For Hunger Strikes, please see Policy and Procedure for Hunger Strikes.

Reference: Special Diet Request Form

## PART 8

SPECIAL NEEDS  
AND  
SERVICES

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This manual is not to be a substitution of good prudent medical judgment. Medical situations arise in a variety of scenarios, some of which may not be covered in this manual. It is the expectation by SHP of the SHP staff to use good medical judgment when faced with any medical scenario, and should such not be listed by policy, procedure, and/or practice within this manual, will not preclude the aspect of care being rendered. SHP medical staff can reach out to various levels of SHP (corporate office staff, VPs of Operations, Regional Representatives, Site Medical Director, Corporate Medical Director, etc.) regarding questions, comments, concerns, etc.



## **MANAGEMENT OF CHRONIC DISEASE**

### **Section: Special Needs and Services**

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**POLICY:**

SHP will establish a chronic disease/management program for review of those patients with verified diseases and/or conditions.

**PROCEDURE:**

The following conditions are classified as chronic:

1. Asthma
2. High Blood Pressure (Hypertension)
3. Diabetes
4. Seizures
5. Pregnancy
6. HIV
7. Tuberculosis (also an Airborne Infectious Disease)
8. Diagnosed Mental Health Conditions
9. Sickle Cell Anemia disorder

Upon intake screening, medical staff will verify the presence and/or prior treatment of a patient's reported chronic condition. Medical staff should verify condition through the request of previous treatment records, and/or pharmacy(s). Upon verification, medical staff will follow procedures for initiating medication and/or immediate treatment if necessary. Patient and/or patient's treatment record/chart will then be placed for review by the Physician/Provider at their next on-site Sick Call date.

The Physician/Provider, upon review of the patient's medical record, will establish a clinical treatment plan for the patient. Documentation of the treatment plan will be noted with the patient's medical record. Medical staff will establish a Master Problem List for placement in the patient's file as well. The Physician/Provider should intermittently review all treatment plans and/or protocols implemented for the management of the chronic care patients. Changes will be made as necessary.

Please refer to your Chronic Care Guidelines booklet for more specific instructions and directions as to the Chronic Care Process.

Reference: Chronic Care Log; Individual Treatment Plan forms; Master Problem List form.



## **SPECIAL NEEDS TREATMENT PLANS**

### **Section: Special Needs and Services**

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#### **POLICY:**

All patients needing chronic or special needs treatment services will be seen and evaluated by the medical staff and/or the Physician/Provider. A written treatment plan will be documented in the patient's medical record as provided by the Physician/Provider or another qualified health practitioner if an outside provider has been used.

#### **PROCEDURE:**

Adapting to a jail setting may be significantly difficult for patients with mental, physical, and/or developmental disabilities. Prompt identification, treatment, and appropriate referral for follow-up care is a prime concern to all medical staff.

Conditions requiring individual special needs treatment may include the following (but are not limited to):

1. Chronically ill or those with serious communicable diseases;
2. Physically handicapped;
3. Frail elderly patients;
4. Terminally ill;
5. Special Mental Health Needs or Developmentally Disabled;
6. Dialysis Patients;
7. Pregnant Females (also refer to Policy on Care of Pregnant Female)
8. Chronic Care Conditions

The MTA along with the Medical Director/Physician/Provider may develop and coordinate treatment plans on each patient present with a special need as listed above. The treatment plan includes the frequency of medical review and adjustments of the treatment, if needed, type of diagnostic testing to be performed, if necessary, and instructions to the patient and medical staff regarding diet, exercise, and needed medication. Regularly scheduled Chronic Care evaluations will ensure continuity of care. The Medical Director and/or Physician/Provider should review the patient's chart and Master Problem List prior to the clinic visit with any patient.

All diagnoses or recurrent/continuous conditions should be noted on the Master Problem List which is to be placed in the patient's medical file for reference and review. The Jail Administrator must be contacted for any medical issues which require assistance to the patient's security assignments.

A listing of special needs patients may be provided to the Jail Administrator to make security aware of those patients and their respective conditions.

Reference: Chronic Care Log; Individual Treatment Plan forms; Special Needs Form to Corrections.



## **INFIRMARY CARE**

### **Section: Special Needs and Services**

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**POLICY:**

Infirmory Care, if an infirmory space is available at the facility, should be provided for certain medical needs.

**PROCEDURE:**

Cumberland County Detention Center does have an infirmory care section within the medical unit. There are times when it will not be used, but rather medical staff would have access to a designated area to be used for consistent monitoring of patients on medical observation. This area should allow for patients to be supervised and monitored by medical staff and correctional officers ensuring patients are always within site or hearing for any medical issues they may have. In some cases, this may be a designated cell(s) for medical use only.

Only the MTA or Medical Director/Physician/Provider (or under their verbal direction) can place a patient on infirmory care procedures, meaning only medical unstable patients are to be placed in such designated areas.

Upon placement of a patient in a designated medical infirmory area, the patient should be monitored consistent under the policy/procedure of Medical Observation and/or common practice for the facility, as the condition may warrant.

Reference: Medical Monitoring Form



## **BASIC MENTAL HEALTH SERVICES**

### **Section: Special Needs and Services**

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**POLICY:**

SHP will provide mental health services under the terms of the health services agreement with the County. At a minimum, referrals will be made to on-site mental health providers or the local Emergency Room (ER) when clinically indicated.

**PROCEDURE:**

Medical staff shall verify a patient's history and medication prior to inception of services. Physician/Provider will review the information and determine continuity of care treatment regimens or make referrals to mental health providers as appropriate.

Treatment services may include on-site and/or off-site crisis intervention, counseling (individual and/or group), and managed psychotropic medicine. Of note, not all treatments include the prescribing of psychotropic medications. Crisis intervention is to be initiated if patient is determined to be a threat to themselves and/or others.

All gathered information on patient's prior treatment and/or medications must be noted in the patient's medical record.

Documentation of periodic reviews of the patient should be done to include, but not limited to, patient's eating habits, exercise, communication with officers, etc.

SHP medical staff will work in conjunction with Qualified Mental Health Professionals and set up referrals as needed.

Reference: Clinical Pathway/Mental Health Survey form





## **SUICIDE PREVENTION PROGRAM**

### **Section: Special Needs and Services**

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#### **POLICY:**

SHP will establish and/or follow the facility's written plan for identifying and responding to suicidal individuals.

#### **PROCEDURE:**

The MTA, Medical Director/Physician/Provider, Qualified Mental Health Professional and medical staff will establish a suicide prevention program. All medical staff will receive training upon orientation and other times which will be designated. Further, the MTA may be asked by the Jail Administrator to provide training to those correctional officers who perform daily functions with patients. Training will consist of recognizing verbal and behavioral actions of potential suicides and the response mechanism to be used in those cases.

Upon admission/intake into the jail, patients will be asked various screening questions and additionally if he/she has ever attempted suicide or currently has suicidal ideations. If the patient has answered YES to either of these questions, the patient should be immediately referred to the medical staff and/or the designated Qualified Mental Health Professional. Keep in mind this may be an outside provider as contracted separately by the County.

The medical staff and/or Qualified Mental Health Professional will appropriately screen the patient using the Suicide Prevention Screening form, and should speak with the patient about his ideations of suicide or past attempts. Documentation of these conversations shall be made either on the Suicide Prevention Screening form, or within the patient's medical chart. The patient will then be appropriately referred to either the designated Qualified Mental Health Professional and/or Medical Director/Physician/Provider for a treatment plan.

Isolation is not a factor, and if possible, the patient shall be housed with another patient. Staggered checks of every 10-15 minutes of the patient in his/her cell must be established with either the medical staff or correctional officers. The patient should be placed in a stripped cell with a paper gown or suicide smock if assessment concluded the patient is a definite risk. In those cases, the patient may be housed by themselves, but must be monitored consistently and must be in the plain view of either medical staff or correctional officer staff. All information regarding patient's status during this time should be communicated to the medical staff and/or Qualified Mental Health Professional for documenting in the patient's chart (patient is sleeping, patient eating, etc.).

When Medical Staff are on-site, referrals to the designated Qualified Mental Health Professional must be placed immediately (within 30 minutes). The Jail Administrator must be notified of the patient's current status as well. Patients are to be re-assessed each day on a regular schedule to identify any change in condition or status. (See following attachments indicating suicide watch regulations and precautions levels for psychiatric observation).

A plan must be developed with correctional officers regarding the intervention of a suicide in progress. Appropriate first-aid and/or CPR measures are to be initiated if necessary. The medical staff must be notified IMMEDIATELY of the situation. An incident report must be completed by SHP staff on all attempted suicides. The incident report is to be sent to the corporate Risk Management department, not to be kept on site or within the patient's medical record. The MTA, Medical Director/Physician/Providers, Jail Administrator, and SHP corporate office will do a review of a serious attempt or successful suicide.



## Policy and Procedure Manual for Health Services In Jails

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Only the MTA, Medical Director, Physician/Provider, or designated Qualified Mental Health Professional are able to release a patient from suicide watch.

**Critical Incident Stress Debriefing:** Remember, a patient's suicide can be extremely stressful for staff and they may be feeling misplaced guilt over the incident (maybe I should have checked a minute before? maybe I could have done harder chest compressions? etc.).

Critical Incident Stress Debriefing is a process that prevents or limits the development of post-traumatic stress in people exposed to critical incidents. Debriefings help people cope with, and recover from an incident's after effects. Staff need to understand they are not alone in their reactions to a distressing event, and this process provides them with an opportunity to discuss their thoughts and feelings. The review/debriefing should occur within 24 to 72 hours of an incident. Please contact the Human Resources department for additional assistance/guidance.

**Morbidity-Mortality Review:** To ensure good communication between the medical staff and the correctional officers, a review of the critical incident shall be completed. This Morbidity-Mortality Review process meeting should be attended by both the Jail management and SHP medical team management staff to perform a critical inquiry, within 30 days, into the circumstances of the event, and the subsequent response by all involved in the incident. The intention of this meeting is to identify any corrective action going forward, and to recommend any changes in policy, procedures, practices, training or services to possibly prevent another event such as this from happening in the future.

The review process shall comprise a critical inquiry of the following:

- The circumstances surrounding the incident.
- The facility procedures relevant to the incident.
- All relevant training received by involved staff.
- Any pertinent medical and mental health reports/services involving the victim.
- Any positive precipitating factors leading to the suicide or serious suicide attempts and follow-up recommendations, if any, for changes in policy, training, physical plant, medical or mental health services, and operational procedures. When appropriate, the Morbidity-Mortality Review Team should develop a written plan and timetable to address areas that require corrective action.

**Reporting after an Event:** In the event of a suicide attempt or a suicide, reports will be filed by both jail and SHP medical staff, using their respective forms. Any medical or jail staff who came in contact before or during the incident should submit a written report as well. All appropriate medical and jail personnel will be notified in the case of any event. Any notifications to family will be made by jail staff.

Reference: Suicide Prevention Screening form; Suicide Watch Log form; Released from Suicide Watch Form.



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### Definitions of Suicide Precaution Levels and Psychiatric Observation

**Level 3-Constant Observation:** Designated level of precaution for those persons who have made an overt attempt of a serious nature and have stated they will continue to attempt. These persons may also present psychotic symptoms and are deemed an immediate danger to themselves or others. Level 3 will be used for persons the Qualified Mental Health Professional assesses as being in need of **24 hour continuous observation. Therefore, all Level 3 designees will be referred for mental health commitment through the local mental health hospital.** Patient to be housed in the medical unit for a minimum 48 hours stay, with staggered 15 minutes checks by officer(s) and medical staff checks at least every 4 hours, when on-site.

**Level 2-Close Observation:** Designated level of precaution for those persons the Qualified Mental Health Professional, medical staff or security staff have determined as presenting suicidal intention or have made a suicidal threat or have made a suicidal gesture or plan. These persons are not psychotic and must be made safe in **suicide precaution with 15-minute security checks.** Individuals on Level 2 will remain on this precaution for a period no less than 24 hours. The Qualified Mental Health Professional will determine when individuals are ready to come off of Level 2 precautions. Patient is to be housed in the medical unit for a minimum 24 hour stay with staggered 15 minute checks by officer(s) and medical staff checks (when on-site) at least every 4 hours per shift. If patient is progressing well by assessment of Qualified Mental Health Professional, patient may step down to the next level.

**Level 1-Psychiatric Observation:** This level is for persons who are not presenting suicidal intent or plan, but may have a history of severe to moderate mental illness and require observation and possibly medical stabilization before being moved into a housing unit. The Qualified Mental Health Professional will make the determination as to whether any person requires **psychiatric observation. This precaution will take place in a designated observation area and these persons will receive staggered 15 to 30 minute security checks. Utilize the Suicide Watch Record Form.** Patient can be housed in a camera cell for a minimum of 24 hour observation. Officer checks can occur at least every 30 minutes with medical staff checks once per shift. If patient is progressing well according to assessment by Qualified Mental Health Professional, the patient can be released from the camera cell and return to general population accordingly.

For any patient placed on levels as indicated above, follow up with the Qualified Mental Health Professional will be instituted by the medical staff within 7 days to 14 days. Patient may be placed on chronic care follow up as well.

### Suicide Watch Regulations:

Patient **WILL NOT RECEIVE to keep in cell: (Please remember to alert Correctional Officers of Patient's Status so items are not given without approval, to prevent self-harm by patient).**

Razors	Eyeglasses	Pens, Pencils	
Clothes	Undergarments	Plastic Sandwich Bags	
Books/Bible	Arm Bands	Plastic Utensils	
Shoes	Magazines	Toothbrush / Comb	Blankets/Sheets

Showers are permitted with approval of Qualified Mental Health Professionals or Medical Staff.

Toilet paper is provided to a patient as needed. Patient is not to be given a whole roll of toilet paper.

Cups need to be removed after each use.

Sanitary Napkins provided to a patient as needed.

**Individuals on suicide watch using paper gowns must only have one paper gown at a time. Pull all tabs and strings from paper gown prior to giving to patient. The patient is NOT to be removed from suicide watch without the approval of the Qualified Mental Health Professional, Medical Team Administrator, and/or Physician/Provider.**

## **INTOXICATION AND WITHDRAWAL**

### **Section: Special Needs and Services**

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#### **POLICY:**

SHP requires all patients to be evaluated through the intake screening process for their use of or dependence upon drugs and alcohol.

#### **PROCEDURE:**

Patients reporting the use of alcohol, opioids, stimulants, sedatives, hypnotic drugs, or other substances will be evaluated for their degree of reliance upon and potential for withdrawal from these substances and possible intoxication or overdose. Upon completion of the screening process, patients indicating such uses must be immediately referred to the medical staff for further evaluation and treatment.

Withdrawal monitoring will be carried out only under medical supervision and initiated by the medical staff with Medical Director/Physician/Provider overview on an individual care basis. All detainees found to be demonstrating the signs and symptoms of drug/alcohol withdrawal may either be seen or reviewed by the Medical Director/Physician/Provider and their ordered treatment care plan will be followed. Patients experiencing severe, life threatening intoxication or withdrawal communicated to the Medical Director/Physician/Provider and upon orders, may be transferred to a licensed acute care facility, or the local emergency room for treatment. In life-threatening situations, immediately have the patient sent to the local ER for treatment.

Remember, you do not need a physician's order to send a patient to the local emergency room (ER) if the patient is in a life threatening situation.

Patients who are experiencing withdrawal shall be monitored on a consistent basis and all relevant findings charted in his/her medical record. Documentation of the patient's status during withdrawal is very important and must be reviewed by all medical staff members when indicated in order to maintain patient care while incarcerated. Use the Alcohol and Drug Withdrawal Flow Sheet to document findings and assessment of the patient. The Medical Team Administrator is to review the patient's documentation on the flow sheet each day, until the patient is released from withdrawal monitoring.

Signs/symptoms to look for/document may include, but not be limited to:

- Weakness - Lacking physical strength or vigor.
- Restlessness - Inability to lie down, to cease from motion, constant activity of mind or body.
- Sweating - Secretion of moisture through the skin pores. Colorless, salty, aqueous fluid, especially the glands of the axillae, palms of hands, labia majora and anus.
- Shakiness/Muscle Twitching - State of extreme irritability of muscle fibers causing loss of control of purposeful movement.
- Anxiety - A troubled feeling, experiencing a sense of dread or fear, distress over a real or imagined threat to one's mental or physical well-being.
- Ataxia - Lack of order, especially in muscular coordination. Seen in alcoholics, caused by peripheral neuritis.
- Drowsiness - A condition characterized by reduced physical activity, reduced vital signs, muscle relaxation, and uncontrollable desire to sleep.
- Vomiting - To eject stomach contents through the mouth. (Be mindful of possibly dehydration).



## Policy and Procedure Manual for Health Services In Jails

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- Nausea - Inclination to vomit.
- Nystagmus - Constant, involuntary, cyclical movement of eyeball. Movement may be in any direction.
- Confusion - Lack of comprehension of reality, an emotional state of disorientation, not aware of time, place or person.
- Slurred speech - Slovenly articulation of words, letters and syllables are omitted.

Remember, not all signs/symptoms need to be present for withdrawal status. Monitor for dehydration and if patient is trends are not getting better, call the Physician/Provider for additional orders.

Correctional officers should be made aware of patient's placement of monitoring for severity of withdrawal so they too will be able to monitor the patient for signs and symptoms of withdrawal distress.

Withdrawal patients may also be referred to the designated Qualified Mental Health Professional or a local program for assessment regarding dependency issues.

Pregnant females who have drug/alcohol dependency will promptly be referred to the Medical Director/Physician/Provider for appropriate treatment methods. The Medical Director/Physician/Provider may have established treatment protocols for female patients who may experience withdrawal.

Patients who are on Methadone will be referred to the Medical Director/Physician/Provider for appropriate withdrawal treatment plans to be used. Pregnant females on Methadone, Suboxone (buprenorphine/naloxone), or Subutex (buprenorphine) are not to be detoxed and should continue on their treatment program if at all possible. We understand some programs will terminate an incarcerated patient from the program, or they may demand payment up front of the program fees. Since time is of the essence in these cases, feel free to contact your VP of Operations to discuss options.

Report to the Jail Administrator any pregnant female on Methadone, Suboxone, or Subutex, and ensure compliance with continuing such medication.

Reference: Alcohol / Drug Withdrawal Monitoring and Flow Sheet



## **PATIENTS WITH ALCOHOL OR OTHER DRUG PROBLEMS**

### **Section: Special Needs and Services**

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#### **POLICY:**

All inmates must be screened for abuse of or dependency upon alcohol or drugs at the time of their commitment.

#### **PROCEDURE:**

Those patients demonstrating a significant potential for dependency upon such drug/alcohol substances, as demonstrated or indicated by history or clinical symptoms, will be referred to the medical staff. Any patient committed under the influence of alcohol or drugs must be separated from general population and kept under close observation for a reasonable period of time. Another screening may need to be performed once the patient is sober and before patient is placed in general population. Please also refer to the Intoxication and Withdrawal Policy and Procedure. Correctional officers should notify the medical staff of the patient's presence within the facility, and medical staff are to report any emergent situations which may arise upon their being called.

When relevant information or records regarding any prior treatment plans exists, those treatment plans should be obtained from the prior treating physician and/or facility and are to be reviewed by the Medical Director/Physician/Provider and medical staff. These records should be placed in the patient's medical record.

Where treatment is determined to be appropriate, individualized treatment plans will be developed for each patient and the medical staff will implement these plans.

The patient may be referred to a local rehab facility upon his/her release, and this can be coordinated by family members as well.

Mental health staff may be asked to monitor/speak to patient regarding the dependency issues. Communication between medical staff and mental health staff is appreciated.

Reference: Alcohol / Drug Withdrawal Flow Sheet

See Also: Intoxication and Withdrawal policy and procedure.



## **CONTRACEPTION**

### **Section: Special Needs and Services**

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POLICY: Female patients are provided access to emergency contraception.

PROCEDURE:

Upon intake screening, emergency contraception will be made available to female patients who have engaged in sexual behavior that may have put them at risk for an unintended pregnancy, if such patient chooses to reduce the chance of becoming pregnant, and the sexual behavior were within the last 5 days prior to intake.

Emergency contraception is available at any time during incarceration if the female patient has become a victim of sexual abuse while incarcerated, under the Prison Rape Elimination Act practice. Further, access to sexually transmitted disease testing and prophylaxis, where medically indicated, will be made available.





## **CARE OF THE PREGNANT PATIENT**

### **Section: Special Needs and Services**

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**POLICY:**

All female patients remaining in the jail after a diagnosis of pregnancy are to receive regular prenatal care.

**PROCEDURE:**

All verified and confirmed pregnant patients are to be referred to the designated prenatal clinician who can provide obstetric services including regular prenatal care, medical exams, activity level advice, safety precautions, nutrition guidance and counseling. The patient should be prescribed prenatal vitamins while incarcerated, and applicable laboratory and diagnostic testing will be performed, under ordered timing with gestation.

The Jail Administrator must be notified of the patient's pregnancy and on-going treatment. Corrections Officers should be alerted to the patient's due date as it approaches and she should be under close observation around that time.

Medical staff will document patient's previous health history and other births. All outside specialty clinic visits will also be documented and noted in the patient's chart, along with services rendered noted in the file. Medical staff must utilize the Pregnancy Flow Sheet to monitor the pregnancy, until appropriate routine OB care can be arranged. Once routine OB care has been arranged, the following information should be obtained from the provider: monthly weight; u/a dipstick for protein; WBC; Glucose; BP; Accucheck; and presence of edema. The Medical Director/Physician/Provider should review either the flow sheet or gathered information from the routine OB provider on a consistent basis, maybe at the established chronic clinics reviews.

Pregnant patients needing specialized obstetric services will be referred to the appropriate provider. It is understood some providers may not see a new patient farther along in their pregnancy, or will demand payment at the time of service. In these instances, the Medical Team Administrator should contact their VP of Operations for options.

The designated Qualified Mental Health Professional may be asked to participate in the treatment plan regarding the patient. Issues which may be discussed are any psychotropic medication needs and/or depression issues the patient may experience due to separation from the baby after the birth.

Upon labor and delivery, restraints are not to be used.

Reference: Pregnancy Flow Sheet Form.





## **PREGNANCY COUNSELING**

### **Section: Special Needs and Services**

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#### **POLICY:**

All pregnant patients will be seen and treated for medical conditions unrelated to their pregnancy by the Medical Director/Physician/Provider and/or medical staff. The pregnant patient will be referred to an appropriate prenatal clinic or private provider for needed check-ups. All patients will be provided with a range of counseling and assistance services as available through the local prenatal clinic. This only applies to jails housing female patients.

#### **PROCEDURE:**

Information regarding available counseling services through the local prenatal clinic will provided to the pregnant patient upon request.

The local Division of Human Services/Department of Social Services may need to be contacted regarding the patient's expressed desires in planning for their pregnancy outcome (adoption, abortion, family placement).

SHP does not pay for abortions but may gather information regarding the procedures for the patient upon the patient's request. Any such arrangements must be referred to Jail Administration for handling.

The patient's expressed desire should be noted in the patient's medical record and follow-up scheduled accordingly.

Patients who are diagnosed with high risk pregnancies may be refer to a specialty clinic for monitoring of the pregnancy.

All consultation notes of any outside services should be gathered and placed in the patient's medical record for review and reference by medical staff in establishing a patient treatment plan.

Upon labor and delivery, restraints are not to be used.



## **PROSTHESES AND AIDS TO IMPAIRMENT**

### **Section: Special Needs and Services**

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#### **POLICY:**

Medical and dental prostheses will be provided to a patient when the Physician/Provider or Dentist provides documentation that the health of the patient would be adversely affected were the prosthetic device not be provided.

#### **PROCEDURE:**

The Medical Director/Physician/Provider must review the medical records of any patient who is requesting or requiring an orthoses, prostheses, or other aide. A referral may be made to the appropriate agency to have the patient evaluated. Any prior treatment or prescribed aide should be obtained and the information reviewed by the Medical Director/Physician/Provider.

For eyeglasses, the patient must have a visual acuity of 20/40 or worse and a prescription from a licensed optometrist or ophthalmologist.

For dentures, the patient must have a minimum of eight (8) teeth missing and have a need for dentures documented by Southern Health Partners, Inc.'s contracted dentist. Repair of broken dentures may be provided at the expense of the patient.

Patients who arrive with prostheses: Security staff will be notified of the patient's need of the device. The device should be provided to the patient but this is to be approved by Jail Administration. If an aid is removed from a patient due to security reasons, another means will be reviewed, if possible. Document any decision basis in the patient's medical record.



## **CARE FOR THE TERMINALLY ILL**

### **Section: Special Needs and Services**

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**POLICY:**

SHP will develop an individual treatment plan for a patient diagnosed as terminally ill.

**PROCEDURE:**

Upon the diagnosis and/or verification of a terminal illness, the patient will be referred to the Medical Director/Physician/Provider for a treatment plan to include medical care and support services providing comfort. Treatment is focused on controls of symptoms and pain.

The MTA should report such diagnosis to the Jail Administrator. Local hospice services may be called by Jail Administration for guidance and/or coverage on-site. SHP medical staff may be helpful in training any such outside service provider as to the basic information of the facility.

The Jail Administrator must be kept apprised of patient's condition on a daily basis. The Medical Director and MTA may recommend care in an outside community setting which is more medically equipped than the jail infirmary area, but the SHP medical staff have no ability to grant patient's early release for such.

## PART 9

## HEALTH RECORDS

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This manual is not to be a substitution of good prudent medical judgment. Medical situations arise in a variety of scenarios, some of which may not be covered in this manual. It is the expectation by SHP of the SHP staff to use good medical judgment when faced with any medical scenario, and should such not be listed by policy, procedure, and/or practice within this manual, will not preclude the aspect of care being rendered. SHP medical staff can reach out to various levels of SHP (corporate office staff, VPs of Operations, Regional Representatives, Site Medical Director, Corporate Medical Director, etc.) regarding questions, comments, concerns, etc.



## **HEALTH RECORD FORMAT AND CONTENTS**

### **Section: Health Records**

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#### **POLICY:**

All medical records must be compiled in a standard format for ease and use by all medical staff. SHP must approve any forms used to record medical information which is a County form.

#### **PROCEDURE:**

All medical records will be kept in the medical unit or, if inactive, in a secure place provided by the County, accessible to medical personnel. The Jail Administrator should be consulted as to the space needed for the storage of inactive files.

All medical encounters will be entered into the medical record using either a narrative or S.O.A.P. format. The medical record will contain the following elements and all laboratory reports, consult reports, discharge summaries, and diagnostic studies will be reviewed and initialed by the Physician/Physician Provider before placement in the medical record:

1. Master Problem List (if a chronic condition patient);
2. Receiving Screening form;
3. Admission Data/History and Physical Assessment form;
4. Physicians' Orders form (used by the discretion of the Medical Director/Physician/Provider);
5. Progress Notes and/or Clinical Pathway Forms;
6. Laboratory studies; Diagnostic studies; Dental records;
7. Psychiatric and psychological reports;
8. Consultant's reports; x-ray reports;
9. Medication Administration Records;
10. Consent forms; Discharges summaries;
11. Release of Responsibility and Authorization for Release of Information Forms;
12. Sick Call Request forms;
13. Specialized treatments plans;
14. All other relevant and medically related materials;
15. Transfer forms

When a patient is reincarcerated, and there is a previous medical record less than 18 month's old, this record will be reactivated and reviewed by the medical staff, noting any updated conditions. The patient should have one (1) medical record containing a record of all medical services rendered at the jail. All forms must be signed and dated appropriately.

Remember, SHP medical staff are the custodian of the medical record only. Ownership and control of the record belongs to the County Jail.

If the Jail has use of an electronic medical record component within its jail management system, and SHP is requested to utilize such system, SHP medical staff will comply upon receiving the proper training from the jail training officer.

Reference: applicably noted above health record forms



## CONFIDENTIALITY OF HEALTH RECORDS & INFORMATION

### Section: Health Records

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#### POLICY:

All active and inactive medical records must be kept confidential and separate from confinement records. All medical records are to be secured at all times and accessible only to authorized medical personnel and the Jail Administrator. The Jail Administrator will control access to the medical record.

Upon request, the MTA Medical Director/Physician/Provider will be granted access to information contained in a patient's confinement record only when it is felt the information would be essential to the health care and treatment of the patient. At all times HIPAA compliance will be maintained by both medical and correctional staff.

The MTA and/or medical staff will share pertinent medical information with the correctional officer staff about those patients whose physical/mental limitations may cause some concern, i.e. diabetics, epileptics, mental health clients, etc.

It is SHP's intention to maintain compliance with applicable Federal Health Insurance Portability and Accountability Act (HIPAA) privacy regulations. Medical Staff are not allowed to remove originals or copies of patient medical records for personal or illegal use.

Remember, the records are the property of the County Jail. SHP is only the custodian of those records from the inception of the Health Services Agreement with the County.

#### PROCEDURE:

HIPAA regulations apply to any protected health information such as information that concern's a person's social security number, date of birth, physical or mental health, healthcare, or payment information that could be used to identify an individual. That information must be blocked from a disclosure of such information. While individuals are in a correctional institution, SHP can use or disclosure an patient's protected health information to another correctional institution or law enforcement personnel having custody over the patient as necessary for:

1. Provision of health care services;
2. Health and safety of the patient or other patients;
3. Health and safety of correctional institution personnel;
4. Health and safety of those personnel responsible for transporting or transferring of patients;
5. Law enforcement on the institution's premises;
6. The administration and maintenance of the safety, security, and good order of the institution.

Further, if a patient has escaped from custody, HIPAA does not restrict the use or disclosure of a patient's medication information. In such situations, the correctional institution may use or disclose the patient's personal medical information as long as that use or disclosure is consistent with applicable law and standards of ethics.

The patient's medical record is considered confidential and may not be shared with unauthorized individuals or agencies without the patient's written consent. This also applies after a patient's death whereupon only the patient's Administrator of their Estate can consent to release or request a copy.

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Training will be extended to all staff upon orientation as to the importance of maintaining medical confidentiality.

The Jail Administrator and the SHP corporate office must be contacted of any violations or unauthorized review of a patient's medical record. Further, the Jail Administrator should be notified if space is needed for a secure and locked area to keep active and inactive medical records.

Medical staff should not discuss a patient's health information in front of other patients and/or inmates. Non-health staff observing or overhearing clinical encounter information are to be instructed to maintain confidentiality. It is recognized correctional officers present for security during a patient evaluation will potentially learn of medial issues and are expected to maintain patient confidentiality at all times.

For further clarification of confidentiality and how it may apply to requests received by the medical unit, please contact either the SHP corporate Risk Management department, your Regional Administrator, or VP of Operations.

Do NOT comply with a request unless you are sure you have maintained HIPAA and medical confidentiality compliance.

Reference: SHP Release of Medical Information form.



## **ACCESS TO CUSTODY INFORMATION**

### **Section: Health Records**

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**POLICY:**

The SHP MTA will be granted access to confinement and custody information only if such information is relevant to the health care and treatment of the patient.

**PROCEDURE:**

Upon the need to review a patient's custody information, the MTA will request such information through the Jail Administrator. Such information will be reviewed only, copies will not be made.

A patient's custody record may be useful to the medical staff in relation to the patient's history of violence, drug/alcohol use, and mental conditions. Any information which is reviewed must be confidential in relation to all confidentiality requirements. See Confidentiality of Health Records and Information.





## **AVAILABILITY AND USE OF HEALTH RECORDS**

### **Section: Health Records**

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#### **POLICY:**

Medical/Health records will be made available to all authorized medical personnel.

#### **PROCEDURE:**

All current documentation, charting, and notes should be placed in the patient's medical record in a timely manner, allowing for a complete review by the next medical staff person when needed. Each medical staff member is responsible for the charting of the patient's seen by him/her. It is advised the medical staff should pull the patient's medical record when charting so new charting documents can be placed within timely. All notations and/or entries must be legible, and properly signed and dated. The MTA must consistently review the medical records in order to comply with this policy. Further, the Regional Administrator/Manager, may also review medical records as part of an on-site audit.

Again, medical confidentiality must be maintained at all times.

A copy of the patient's medical record or medical transfer sheet/form will be transferred with him/her to another facility whenever he/she is physically re-assigned to another such facility. It is important correctional officers notify medical staff of such transfers in time for such information and/or copies to be made. If the transfer occurs prior to notifying medical, then medical staff may follow-up with the other facility as soon as possible by faxing the medical transfer sheet to the receiving facility.

Written authorization may be needed by the patient authorizing the transfer of such records to an outside facility (does not include intersystem or correctional facilities). The proper request forms must be signed by the patient prior to the dissemination of any information to an outside facility.

Due to our inability to maintain compliance with HIPPA, a currently incarcerated patient who requests a copy of his/her medical record may be permitted to review his/her record with a medical staff member. This is to be confirmed through Jail Administration and the SHP corporate Risk Management department. Further, a correctional institution is permitted to deny an patient's request to obtain a copy of his/her record if access would put at risk the health, safety, security, custody or rehabilitation of the patient or other patients or the safety of any officer, employee, or other person at the correctional institution, as well as the safety of any person responsible for transporting such patient. In those cases of denial of a copy, unless those records are psychotherapy notes or contain information compiled by the institution for use in a criminal or administrative proceeding, the patient may review the record along with a medical staff member.

Inactive medical records will be maintained separately from confinement records and will be reactivated if the patient returns to the facility within 18 months.

All medical records must be maintained in a most confidential manner.

## PART 10

## MEDICAL / LEGAL ISSUES

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This manual is not to be a substitution of good prudent medical judgment. Medical situations arise in a variety of scenarios, some of which may not be covered in this manual. It is the expectation by SHP of the SHP staff to use good medical judgment when faced with any medical scenario, and should such not be listed by policy, procedure, and/or practice within this manual, will not preclude the aspect of care being rendered. SHP medical staff can reach out to various levels of SHP (corporate office staff, VPs of Operations, Regional Representatives, Site Medical Director, Corporate Medical Director, etc.) regarding questions, comments, concerns, etc.

## **USE OF MEDICAL RESTRAINTS & SECLUSION**

### **Section: Medical and/or Legal Issues**

**Page 1 of 1**

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#### **POLICY:**

Physical restraints for medical reasons may only be applied upon receipt of the Medical Director/Physician/Physician Provider's order and/or when needed to prevent the patient from harming himself or others. In extreme emergent conditions, the MTA may order the physical restraints but must contact the Medical Director/Physician/Provider within one (1) hour to advise him/her of patient's status and the need for the order. Medical restraints are to be used for medical reasons only, not disciplinary reasons. The use of such restraints being applied must be documented in the patient's medical record.

Except for monitoring of health status, medical staff is not to participate in the disciplinary restraints of patients.

#### **PROCEDURE:**

Upon alert from the security staff and/or medical staff (where emergency conditions exist), the MTA may order the use of medical restraints, but a Physician/Physician Provider's Order must be obtained within one (1) hour of their use if they are to be continued. Medical restraints can be ordered or discontinued only by medical staff but applied or removed only by correctional personnel. SHP will defer to the security directives in this regard.

Patients placed in medical restraints must be housed in a single person cell or a well-viewed area and must be monitored and observed once every 15 minutes by either medical staff or correctional officers for as long as they are in restraints (knowing in some situations medical staff are not on-site 24 hours per day, the monitoring will fall to the correctional officers). All observations must be relayed to the medical staff and medical staff must document such observations in patient's medical record. The medical staff may monitor the patient on separate additional checks also and again document their findings in the medical record. Medical restraints should not exceed 8 hours in continuous duration.

Further, patients in medical restraints must be turned every two (2) hours while awake and given the opportunity to use toilet facilities when necessary and appropriate. Appropriate personal hygiene and hydration measures must be followed and these breaks can be limited to 10 minutes.

Medical restraints are to be applied securely enough to restrict the patient's movements but not securely enough to hinder circulation or cause nerve impairment or skin damage. The medical staff should perform consistent checks of the restraint areas. All findings from these checks must be noted in the medical record. Physical restraints may not be applied for a continuous period that exceeds 24 hours without renewal of the Physician/Physician Provider's or Psychiatrist's Order. Medical personnel must not participate in the restraint of any patient for disciplinary or control reasons; however, the medical staff shall evaluate all such patients periodically. If medical staff note improper use of restraints that may jeopardize a patient's health, the MTA must be notified who in turn will notify the Jail Administrator.

If the restrained patient has a mental health condition, the Medical Director/Physician/Provider or Qualified Mental Health Professional is to be notified immediately for appropriate on-going orders of restraint placement.

Reference: Medical Observation Policy and Procedure; Medical Monitoring Flowsheet



## **EMERGENCY PSYCHOTROPIC MEDICATION**

### **Section: Medical and/or Legal Issues**

**Page 1 of 2**

#### **POLICY:**

Only the Physician/Provider and/or Psychiatrist have authorization, based on a patient's need, to prescribe emergency forced psychotropic medication. This treatment regimen must be based on each individual's need and is prescribed in accordance with all state and federal regulations. The treatment plan will specify the name and dosage of medication, time frame to be dispensed, frequency to be dispensed, and the administration route to be delivered to the patient. The rationale for such treatment must be specifically documented in the patient's health care record. This type of therapy will be considered for these patients:

1. Patients who clearly indicate they are an immediate threat to themselves or others;
2. When less restrictive measures were taken and have been found to be ineffective;
3. Because of the severity of the individual case, it is believed by medical staff that less restrictive measures would not be effective.

Whenever possible, a second medical consult will be obtained prior to treatment therapy.

This policy refers to emergency situations only.

#### **PROCEDURE:**

The Medical Director/Physician/Provider and/or Psychiatrist will only authorize forced psychotropic medication under extreme and emergent circumstances. The following conditions must apply for the order:

1. The patient poses as an immediate and emergent threat to self or others;
2. All less restrictive measures have been used or deemed inadequate by the Medical Director/Physician/Provider and/or Psychiatrist;
3. Clear documentation in the medical record of the patient's condition and situation which arose;
4. Threats were received or posed;
5. Other treatments were attempted;

NOTE: If the Medical Director/Physician/Provider and/or Psychiatrist order cannot be achieved, the patient may be transferred to the local hospital emergency room for assessment and treatment. Due to the severity of the situation, and the possible harm of transporting staff, the MTA must confer with the Jail Administrator prior to such a transfer being requested.

After the order was received and followed by medical staff, the following must occur:

1. Clear documentation of an outside referral was obtained if issued by the Medical Director/Physician/Provider and/or Psychiatrist;
2. Clear documentation of a treatment plan including the withdrawal of the medication as soon as possible;
3. All findings and observation of patient are on a consistent and monitored basis;
4. Follow-Up with the Medical Director/Physician/Provider and/or Psychiatrist within one (1) hour of the forced



## Policy and Procedure Manual for Health Services In Jails

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5. medication being given to the patient;  
Consistent monitoring and documentation of patient findings, including vital signs, is completed on the patient.

Whenever possible, orders for forced medication are to be reviewed by an independent psychiatric or mental health evaluation.

The Jail Administrator must be notified of all orders for forced medications. Further, an incident report must be forwarded to the SHP corporate office regarding the circumstances and situation of the patient's condition.

Forced psychotropic medication may not be used to control a patient's behavior due to disciplinary actions.



## **FORENSIC INFORMATION**

### **Section: Medical and/or Legal Issues**

**Page 1 of 1**

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#### **POLICY:**

Medical staff are not permitted to conduct searches of body orifices for the gain of forensic information, adversarial proceedings, and/or evidence. An outside health care vendor, not affiliated with SHP, may be contracted by the County to perform psychological evaluations and/or body cavity searches.

Correctional officers of the same sex may do body cavity searches if they have been trained by a Physician/Physician Provider or other health care provider to probe body cavities without instruments so as to not cause injury, harm, or infection.

SHP medical staff may participate in the collection of blood samples for DNA purposes under court order and with the consent of the patient. These blood draws are only for the purposes for the Federal and/or State Sexual Offender Data Bank compliance and are to be done on patients currently housed within the facility. The blood draws will only be done upon request of the Jail Administrator under those guidelines.

#### **PROCEDURE:**

SHP medical staff are prohibited from participating in the collection of forensic information from a patient without a court order or direction/approval from the SHP corporate Risk Management department. The Jail Administrator must be alerted of all requests by security and therefore have the ability to consult an outside collection agency for the collection of forensic information.

For the collection of DNA data banks for Sexual Offender Data Banks, blood draws or mouth swabs should only be performed under the following guidelines:

1. With the patient's consent;
2. Under the request of court order;
3. The patient is currently being housed within the jail.

If the patient refuses to give consent, the Jail Administrator must be notified. An outside agency provider may be used by the County to gather the blood draw at that time.



## **END OF LIFE DECISION MAKING**

### **Section: Medical and/or Legal Issues**

**Page 1 of 1**

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#### **POLICY:**

Patients diagnosed with a terminal illness may be referred and/or permitted to make decisions regarding their end of life directives. Such directives include living wills and do not resuscitate (DNR) orders. SHP will defer to the jail policy.

#### **PROCEDURES:**

Patients diagnosed with a terminal illness and who may be within the facility towards the end of his/her life, may request to enact advance directives, such as a living will or a DNR order. Medical staff must not participate in the establishment of such orders, but rather refer the patient to an appropriate outside source (private physician, attorney, clergy, etc.) who can help guide them in this process.

The Jail Administrator must be notified of such request and to help initiate any referrals if needed.

Written evidence of all advance directives must be maintained in the patient's medical record. Further, the MTA is responsible for notifying all medical staff of the patient's end of life decisions and implementation of such if and when needed.

Should a patient be judged incompetent to make an end of life decision directive, the Jail Administrator must be notified to consult with the County's Attorney as to the notification of the patient's next of kin to possibly be appointed as Power of Attorney and make such decisions on behalf of the patient.



## **INFORMED CONSENT and RIGHT TO REFUSE TREATMENT**

### **Section: Medical and/or Legal Issues**

**Page 1 of 1**

#### **POLICY:**

All informed consent practices applicable in the general community are also to be observed for all examinations, treatments, and procedures performed on a patient. In the case of minors/juveniles, the informed consent of parent, guardian, or legal custodian must be obtained. Before the procedure is started and after the procedure has been fully explained to the patient, the patient may be required to sign all applicable consent forms. These forms would then become a part of the patient's medical record.

In the event of an emergency where informed consent cannot be immediately obtained and the patient's life is in danger, informed consent will be implied and consent for treatment will be obtained from the Jail Administrator.

Patients who refuse medical care and treatment are to do so in writing. A signed Release of Responsibility form must be placed within the medical chart.

#### **PROCEDURE:**

The MTA or Medical Director/Physician/Provider should advise the patient of all treatment plans that have been prescribed for the patient in relation to his current course of treatment, without breaching security directives. A patient must not be told of the time, date, and location of outside medical visits and/or services due to security concerns.

No services should be performed until the patient's consent and/or implied consent for treatment has been made known. Documentation of the patient's consent must be placed within the medical chart.

Reference: Informed Consent form; Release of Responsibility and Refusal of Treatment form





## **MEDICAL RESEARCH**

### **Section: Medical and/or Legal Issues**

**Page 1 of 1**

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**POLICY:**

Medical staff are prohibited from any involvement or participation in medical research involving patients. This includes direct as well as indirect research.

**PROCEDURE:**

SHP medical staff are not to participate in any involvement and/or participation the facility or patients may have regarding medical research.

When inmates who are participants in a medical-based research program are admitted to the facility, continued participation will be decided upon by the Jail Administrator, the MTA, the Medical Director and the patient, based on the available information as to the research and medical diagnosis. Further, in the event the participation is discontinued due to incarceration status, it will be done through consultation with community researchers so that withdrawal from the research program is done without harming the health of the inmate.

## PART 11

### MISCELLANEOUS

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## **EXECUTIONS**

### **Section: Miscellaneous Issues**

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**POLICY:**

SHP medical staff are not to have any involvement in patient executions.

**PROCEDURE:**

SHP medical are not to participate in any involvement the facility may have regarding executions. Any such requests are to be referred directly to the SHP corporate Risk Management department.



## **VOLUNTEERS, STUDENTS, INTERNS**

### **Section: Miscellaneous Issues**

**Page 1 of 1**

**POLICY:**

SHP Medical Units are not to utilize the services of volunteers and/or students without the express permission of the corporate Human Resources Vice President and in cooperation with the Jail Administration.

**PROCEDURE:**

SHP medical staff will not utilize the services of volunteers and/or students to perform medical duties unless such has been first cleared and approved by the SHP Vice President of Human Resources.

There are times when SHP has been asked to participate in mentoring and shadow nurse programs at the jail facilities. If SHP medical staff are contacted about such services, direct all contact to corporate Human Resources Vice President to facilitate such a program at your facility.

Volunteers, interns, and/or students who are involved in such programs will not be permitted to have hands-on care with patients at the facility.

Final approval of such a program will rest with Jail Administration.



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### **MANUALS**

#### **Section: Miscellaneous Issues**

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##### **POLICY:**

SHP provides reference manuals to be used by medical staff at the sites. It is noted and understood that all the manuals, reference guides, and protocols are not to replace good, prudent medical judgments/decisions by medical staff.

##### **PROCEDURE:**

The following manuals will be provided to the MTA by the corporate office:

1. SHP Policy and Procedure Manual;
2. Patient Assessment and Treatment Guidelines;
3. Site Reference and Orientation Manual;
4. Infection Control Manual;
5. Administrative Resources Manual;
6. SHP Employee Manual (this is an online manual only).

All SHP staff and the Medical Director/Physician/Provider must review these manuals on an initial and ongoing basis. The MTA is to notify all SHP staff members of any updates, changes, etc. to the manuals.

Any site updates must be communicated to the corporate office, attention of the Vice President of Operations, for review and ultimate implementation into the site manual(s).

All manuals are to be kept with the medical unit for use and reference by all medical staff members. The SHP Policy and Procedure Manual may also be shared with the Jail Administrator after approval for such was received by the SHP VP of Operations.

Employees will be required to sign Acknowledgement form verifying they have read the applicable manual. These forms will be kept on file at the corporate office, as well as a copy being kept with the original manual at the site level.

Manuals are NOT to be removed from the medical department. Further, manuals are not to be copied by employees for any personal use.



## Policy and Procedure Manual for Health Services In Jails

# **PRACTICE GUIDELINES FOR THE MANAGEMENT, IDENTIFICATION, AND TREATMENT OF STAPH INFECTIONS, SUSPECTED METHICILLIN RESISTANT STAPHYLOCOCCUS AUREUS (MRSA) INFECTIONS, AND MRSA INFECTIONS.**

## **Section: Miscellaneous Issues**

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### **Policy:**

SHP has established guidelines for the management of Staph infections, suspected MRSA infections, and known MRSA infections with the jail. This guideline is to provide recommendations for the prevention, identification, treatment and containment of skin infections within the jail setting. This policy is not to replace good prudent medical judgment. Staph and MRSA Infections can progress rapidly. Monitor the patient often for changes in status and seek treatment through the local emergency room if condition worsens.

### **Facts:**

*What is Staph and MRSA?* "Staph" is a commonly carried bacterium on the skin or in the nose of healthy people. Some S. Aureus are resistant to the class of antibiotics that are frequently used to treat staph such as methicillin, and this resistant Staph is called "MRSA" (Methicillin Resistant Staphylococcus Aureus).

*How is MRSA spread?* MRSA can be spread among people having close contact with infected people. MRSA is almost always spread by directly physical contact and not through the air. Spread may also occur through indirect contact by touching objects contaminated by the infected skin of a person with staph bacteria or MRSA. MRSA can be carried on the skin or in the nose without cause.

### *How best to prevent spread of infection?*

- Basic good hygiene, lots of hand washing in soap and warm water.
- Avoid sharing of any personal items (towels, washcloths, razors, clothing, and sheets) that may have had contact with an infected wound.
- Keep open wounds covered.
- Seek medical attention for suspicious skin infections.
- Wash linens and clothes with hot water and detergent, drying in a hot dryer.
- Wipe down surfaces after individual use that potentially shares exposure: sweat on exercise mats, weight benches, mattresses, etc.
- Clean medical equipment after each use: otoscopes, thermometers, BP cuffs, stethoscopes, BS monitors, etc.

The information above was provided by the Centers for Disease Control.

### **PROCEDURE:**

#### **1. Identification and/or Diagnosis:**

- A. Medical Staff should consider Staph and/or MRSA infection in the differential diagnosis for patients presenting with skin and soft tissue infection or other clinical presentations consistent with a staphylococcal infection. Often these look like "spider bites", pustules, or furuncles. .
- B. A careful examination of skin infections should be conducted to determine if there is fluctuance or other evidence of a drainable infection. NOTE - MRSA infections cannot be clinically distinguished from



## Policy and Procedure Manual for Health Services In Jails

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staphylococcal infections that are sensitive to beta-lactam antibiotics, and therefore when refractory to first therapy, cultures must be obtained from draining wounds, aspirated pus infected fluid collections. *Nurses are **not** to open closed wound in order to obtain a culture. No popping, lancing, or squeezing is to be done. Only culture open wounds that had erupted on their own, or that were presented to medical staff as an open, draining wound. The patient may require an outside referral to a provider or local emergency room for culture of a currently unopen wound.*

- C. Treatment can begin while waiting for culture results. Depending upon the findings, medication therapy may need to be changed to combat resistance of the infection. Contact your Medical Director/Physician/Provider for orders.
- D. Medical staff are to document examination findings by using the SHP Wound Care Flow Sheet.
- E. Medical staff **MUST** use clean nonsterile gloves when handling the patient. Medical staff must wash their hands thoroughly before and after any contact with the patient.
- F. When confirmed, MRSA infections must be documented in the patient's medical record and reported to the Medical Director/Physician/Provider.
- G. Report to the Jail Administrator any confirmed infections or possible infections, thereby containing/limiting the patient's movement within the facility.
- H. All patients undergoing intake screening and physical exams should be carefully evaluated for skin infections.
- I. Correctional officers should be advised to report to medical staff those patients who have open draining sores or wounds, boils, insect or spider bites.

### 2. Treatment:

- A. Educate the patient as to their condition, and what they can do to treat this current infection, as well as prevent future infections. See Patient Education at the end of this section.
- B. Patients with confirmed MRSA infections can be housed together if separate isolation cells are not available. Patients should be educated as to the importance of hand-washing and good personal hygiene and instructed to report any worsening of their infection.
- C. Alert all medical staff and the Jail Administrator of the infected patients so proper universal precautions are taken by all who have contact with these patients.
- D. Do not apply ointments or plastic occlusive dressing. Gauze only. Wound(s) need to be clean and dry. Medical staff may use "Silver Cloth" to cover wound (this can be washed with soap and water and then blotted dry and then re-used on the same patient only).
- E. Antibiotic therapy must be started and continued through the whole course of the prescribed medication. Each antibiotic regimens has its own advantages and disadvantages as a therapeutic choice. Check for any patient allergies prior to administering any antibiotics.

## Policy and Procedure Manual for Health Services In Jails

*NOTE: All Medical Directors/Physicians/Providers and medical staff must monitor antibiotic use to ensure antibiotics are being appropriately prescribed. The unnecessary use of broad-spectrum antibiotics should be strictly monitored and curtailed to reduce the development of antibiotic resistance among the inmate population.*

- F. The duration of antibiotic therapy for MRSA skin and soft tissue infections depends on the severity of the infection, the exact site of infection, and the clinical response to therapy. Treatment for at least 7-10 days is indicated in uncomplicated infections. If patient is not responding to antibiotics as prescribed within 2-3 days, contact the Physician/Physician Provider for review/change of order. Once antibiotic therapy is complete, the patient should be re-evaluated one week later to ensure new lesions have not developed.
- G. Document examination findings on the SHP Wound Care Flow Sheet to monitor the patient's infection progression.
- H. For proven cases, disinfecting living quarters consistently is very important. For those patients with frequent reoccurrence episodes, Hibiclens showering 3 times per week followed with Clorox disinfectant of shared use items may be needed.
- I. Recurrent/persistent infections may indicate either patient non-adherence to the prescribed treatment regimen, the development of antibiotic resistance, or re-exposure to MRSA. These patients must be evaluated on case by case basis to assess the most likely cause to determine the appropriate intervention. Uncooperative patients may be contagious and should be housed in a single cell until fully treated.
- J. Infected patients must be restricted from work assignments, recreation, and use of common areas where skin/sweat could spread infection. Access to visitations should be determined on a case by case basis.
- K. Patients can be released back to general population once their treatment regimen is completed and no signs/symptoms are present upon review of patient.

### 3. Infection Control:

- A. Education – Patients and correctional staff must be provided information on the transmission, prevention, treatment and containment of suspected MRSA and MRSA infections. See attached Patient Education Sheet which can be used for posting in inmate common areas. Other training materials can be provided upon request from your VP of Operations and/or the corporate office.
- B. Standard Precautions – All inmates should be considered potentially contagious whenever direct contact is anticipated with blood, body fluids, non-intact skin, and mucous membranes. Universal precautions should be used at all times with infected MRSA patients, as with all patients.
- C. Hand hygiene – Adequate hand hygiene is the simplest and most effective infection control measure for preventing and containing MRSA infections, and other infections. Hands should be washed for at least 25 seconds using warm water and soap. Dry thoroughly.
- D. Medical Equipment – regularly used medical equipment (stethoscopes, otoscopes, etc.) must be disinfected prior to reuse for other patients.

#### Report to the Jail Administrator for implementation:

- E. Housing areas – Patient housing areas and bathroom facilities should be regularly cleaned with a detergent disinfectant. Equipment and furniture with torn surfaces that cannot be adequately cleaned should be repaired,





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covered, or discarded. All washable surfaces prior to cell occupancy and during occupancy should be cleaned. Recreational equipment (weight benches), should be wiped clean after use with a clean dry towel.

- F. Laundry – All shared laundry, including sheets, blankets, clothing, should be washed regularly with a detergent using a hot water cycle for at least 25 minutes. The laundry should be hot dried, not air dried.

### 4. Reporting

- A. Confirmed MRSA infections must be reported to the corporate office Risk Management department by use of the Incident Report form.
- B. Confirmed MRSA infections must be reported to the Jail Administrator for the institution of containment and infection control procedures.



## Patient Education Sheet – Methicillin-Resistant Staphylococcus Aureus (MRSA)

### *What is MRSA?*

Staphylococcus Aureus is a type of bacteria or germ. These bacteria are often called “Staph”. Staph bacteria can live in the nose and on the skin. 1 in 5 people has these bacteria. In most cases, Staph bacteria cause no infection, but in some people, Staph bacteria can cause serious infections such as pneumonia, wound infections, and blood infections. Methicillin is an antibiotic often used to treat staph infections. When Staph is “methicillin resistant”, most antibiotics cannot kill the bacteria. Methicillin-resistant staphylococcus aureus bacteria are called “MRSA” for short.

### *What is colonization?*

Some people can pick up and carry MRSA on their skin for weeks or months. These people do not get sick, but they have MRSA. This is called colonization. MRSA colonization has no symptoms. Bacteria are present but do not cause an infection.

### *Who gets MRSA?*

People more likely to get infected or colonized with MRSA are those who:

- ➔ have a serious disease that harms the body’s ability to fight infection
- ➔ have taken many antibiotics
- ➔ those living in close quarters

### *How can I help prevent getting MRSA Infections?*

- ✓ Don’t share towels, razors, sheets
- ✓ Don’t ignore skin infections (request medical services)
- ✓ Shower, wash hands frequently in warm/hot water & use soap.
- ✓ Use liquid soap, not bar soap (or don’t share bar soap)
- ✓ Keep open wounds clean and covered with a bandage until healed
- ✓ Clean/Disinfect commonly used equipment (weights, gym rooms, etc.) and areas.
- ✓ If taking antibiotics, take the full course of medicine as prescribed.



## **TASER INJURY**

### **Section: Miscellaneous Issues**

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#### **POLICY:**

Many jails use Taser pistol weapons as a restraint method. SHP medical staff will follow practice and procedure when alerted of these injuries.

#### **PROCEDURE:**

Tasers are pistol weapons that fire darts, each of which are connected to a thin wire which send an electrical current into a person. The electrical current is designed cause the person to be briefly incapable of voluntary action. Generally the use of a Taser causes an electrical injury and should be treated as such. Remember, body tissues have different sensitivity to electrical current and of greatest concern should be a person's heart condition or any other documented/known chronic care condition after Taser injury.

Upon notification by a correctional officer of the use of a Taser pistol weapon, medical staff will follow this procedure:

1. Question the officer as to the duration of the Taser pulse used. This will be important to determine the possible extent of damage to the patient (most injuries look like a chemical burn, but consider the internal damage that could have been done to nerves, heart, etc.).
2. Check patient's vital signs. We recommend the patient be further tested at the local emergency room for any neurological deficits. Consider whether patient is a pregnant female, young, elderly, or already in a compromised health condition.
3. Check for other injuries which may occur when patient fell (lacerations, contusions, etc.). Treat and/or stabilize appropriately.
4. Removal of the Taser darts should only be done if able to be easily removed. Taser entry wounds can be cared for just like a fish hook injury. Usually, the dart entry site is stunned and the dart can be simply removed with a hemostat, or by pinching the area around the dart and removing dart from the pinched area. The wound should then be cleansed and dressed with consistent follow up to be noted until area is healed.
5. Once the dart is removed, proper disposal of all sharp objects is to be accomplished.
6. Report to the Jail Administrator the steps medical staff took when presented with this incident.

If the patient is sent to the local emergency room for dart removal, and upon their return back to the jail, make sure consistent follow up by all shifts is completed until injury has healed. Keep in mind, patients who complain of developing chest pain or neurological issues after Taser use should be taken seriously and acted up appropriately.



## **PANDEMIC INFLUENZA PLANNING CHECKLIST**

### **Section: Miscellaneous Issues**

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**PURPOSE:** In the event of a pandemic influenza situation, SHP has developed the following procedure checklist to be utilized at the site and corporate level of the facilities it services. Keep in mind, this procedure/checklist is ever evolving and therefore common sense and good judgment must be used at all times. Feel free to contact your Region Representative and/or Vice President of Operations for most current information and procedures.

**PROCEDURE:**

This checklist is being developed in conjunction with the Centers for Disease Control (CDC) Business Pandemic Influenza Planning Checklist.

Since SHP provides services in various states, the Pandemic Coordinator will be designated as the Region Representative for the applicable facility. The Pandemic Coordinator will be responsible for preparedness and response planning in the event of a pandemic influenza event. The Pandemic Coordinator may delegate some of his/her duties to their designated Medical Team Administrator as well. Input from designated corporate office team managers will be necessary as well, and therefore the Human Resources Department, the Operations Department, and the Risk Management Department will assist where necessary.

The County Health Department will be of vital importance to our operations within the County Jail. The Medical Team Administrator should establish a good working relationship with the County Health Department Director, and keep that person's name and phone number in a central location should contact on a pandemic event be necessary. Further, SHP has established relationships medical vendors who will be able to funnel supplies to our various locations if needed.

List Your County Health Department Contact person and Phone Number:

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In a pandemic event, and depending upon the event (influenza), it may be necessary to reduce the workforce and perform emergent services only at the site level. For example, if we usually work 12 hr shifts per day, it may be necessary to have a nurse visit the site to do med pass and emergent sick calls only due to limited healthy staff members available. Further, ancillary staff may be used to supplement staffing and facilitate services at the site level (the use of EMTs, Med Techs, CNAs, etc.). Please discuss any changes with your Region Representative and VP of Operations prior to their being put into place. Further, you must alert the Jail Administrator of any such schedule changes as well.

Each MTA is responsible for establishing an emergency communications plan for the Jail Administrator. This list will include the MTAs contact phone numbers, the corporate office contact phone numbers (Region Representative, corporate office staff), and PRN personnel available should staffing levels be compromised.



## Policy and Procedure Manual for Health Services In Jails

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Another aspect of our checklist is to establish standard precaution guidelines at the site and corporate office level. The following guidelines are recommended:

- a. limit face to face contact (CDC recommends at least 3 feet distance between persons);
- b. limit hand-shaking
- c. have on hand supplies for such an event – gloves; hand-sanitizer; masks, certain medications for management of symptoms.
- d. Have on hand a supply of Tamiflu or recommended flu medication (over the counter meds may also be used).
- e. wipe down/clean all common areas within a shared office (medical units / medical offices should have counters, phones, door knobs, etc. wiped down with antibacterial wipes at least once per shift)
- f. do not allow sick employees to work, especially if fever exists.
- g. Employees must practice good personal hygiene (hand washing, coughing/sneezing etiquette)
- h. Monitor patients who present with flu-like symptoms. Isolation is the best practice.

Any employee out on medical leave or sick leave will be required to follow the guidelines as established in the SHP Employee Manual. They can also contact our Human Resources Department for further questions.

### What can you do to stay healthy?

- Stay informed.
- Influenza is thought to spread mainly person-to-person through coughing or sneezing of infected people.
- **Take everyday actions to stay healthy.**
  - Cover your nose and mouth with a tissue when you cough or sneeze. Throw the tissue in the trash after you use it.
  - Wash your hands often with soap and water, especially after you cough or sneeze. Alcohol-based hands cleaners are also effective.
  - Avoid touching your eyes, nose or mouth. Germs spread that way.
  - Stay home if you get sick. CDC recommends that you stay home from work or school and limit contact with others to keep from infecting them.
- Follow public health advice regarding school closures, avoiding crowds and other social distancing measures.
- Develop a family emergency plan as a precaution. This should include storing a supply of food, medicines, facemasks, alcohol-based hand rubs and other essential supplies.
- Check the CDC website at [www.cdc.gov](http://www.cdc.gov) or call 1-800-CDC-INFO.

Emergency pandemic corporate communication to the sites will be faxed, emailed, mailed, and posted on our corporate website at [www.southernhealthpartners.com](http://www.southernhealthpartners.com) or Facebook page. Such communications disseminate information to all of our sites regarding preparedness and response initiatives. These communications can and should be shared with the Jail Administrator.



## **HUNGER STRIKE(S)**

### **Section: Miscellaneous Issues**

**Page 1 of 1**

#### **POLICY:**

All facilities will follow accepted standards of care in the medical management of hunger-striking patients. Medical staff will do everything within their means to monitor and protect the health and welfare of a hunger-striking patient, consistent with legal authority and standard medical and psychiatric practice. Medical staff will consider any patient refusing food for 72 hours to be on a hunger strike.

#### **PROCEDURE:**

Upon notification by correctional staff, medical staff, other patient(s), or other authority of a hunger-striking patient, medical staff will follow these initial guidelines:

1. Patient will be seen by medical staff and assessed as to whether patient's action is reasoned and deliberate or the manifestation of a mental illness;
2. Medical staff will document patient's vital signs, current weight, and general physical condition each day; document all medical treatment provided to patient; document input/output of patient (water, urine, etc.).
3. Set up the patient to be medical monitored consistently once per shift, with documented findings during each visit.
4. Upon medical recommendation, patient may be placed in a segregated medical observation cell to monitor intake of food/water and output. All charting of food received and eaten must be given to medical staff for review and placement in patient's medical chart.
5. Notify the Medical Director/Physician/Provider of patient's medical assessment. The Medical Director will advise as to the implementation of any court order, forced treatment, or release from treatment.
6. Notify the Medical Director/Physician/Provider of patient's refusal to eat/drink and of the implementation plan for action. The Physician/Physician Provider and/or Qualified Mental Health Professional may want to speak with patient as the risks associated with his/her refusal to eat/drink.
7. If the patient is still on a hunger-strike upon the Medical Director/Physician/Provider's next site visit, have the patient physically seen by the Medical Director/Physician/Provider.

If the patient is found to be engaging in a hunger strike due to a mental condition, appropriate medical action will be taken such as referral to the mental health provider(s).

If medically indicated, the patient may be transferred to a local hospital which is appropriately equipped for treatment.

Medical staff shall continue medical, psychiatric, and/or psychological follow-up on the patient as necessary until patient is released from treatment. The Medical Staff must communicate to the Medical Director/Physician/Provider and document in the patient's medical chart the release from treatment date due to patient resuming food intake.

The MTA must notify the corporate office Risk Management Department if a patient continues a hunger strike longer than 5 consecutive days.



## **ORGAN DONATION**

### **Section: Miscellaneous Issues**

**Page 1 of 1**

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**POLICY:**

If a patient detainee requests to donate an organ to a member of the donors immediate family.

**PROCEDURE:**

Upon request by a patient to donate an organ to an immediate family member, medical staff will follow these guidelines:

1. Inform the jail administration of the request. If the patient is another county inmate, ICE detainee, etc., then the applicable designated authority will be contacted immediately of the patient's decision.
2. Medical staff may assist in a preliminary evaluation of the patient, contingent on the availability of on-site resources. Otherwise, the patient may be referred out to a specialist who handles organ donation specialties.
3. Report to the Jail Administrator and follow facility policies and procedures.
4. Medical staff will fully document all information, including receipt of the patient's written request in the patient's medical record.
5. Medical staff will provide any on-site support (labs, X-ray, etc.) it can, and under direction of the organ specialist provider.
6. Any and all expense associated with this request will be discussed with the County, and referred back to the contractual agreement between the County and Southern Health Partners, Inc.
7. Should a patient become incapacitated, the Jail Administrator must be notified to consult with the County's Attorney as to the notification of the patient's next of kin to possibly be appointed as Power of Attorney and make such decisions on behalf of the patient.

## HEALTH SERVICES AGREEMENT

THIS AGREEMENT between Cumberland County, North Carolina (hereinafter referred to as "County"), and Southern Health Partners, Inc., a Delaware corporation, (hereinafter referred to as "SHP"), is entered into as of the 30<sup>th</sup> day of June, 2017. Services under this Agreement shall commence on July 1, 2017, and shall continue through June 30, 2018, in accordance with Section 6.1.

### WITNESSETH:

WHEREAS, County is charged by law with the responsibility for obtaining and providing reasonably necessary medical care for inmates or detainees of the Cumberland County Detention Center (hereinafter called "Jail") and the Sheriff of Cumberland County has the duty to maintain and keep the jail and prisoners; and

WHEREAS, County and Sheriff desire to provide for health care to inmates in accordance with applicable law; and,

WHEREAS, the County, which provides funding as approved by the Cumberland County Board of Commissioners for the Jail, desires to enter into this Agreement with SHP to promote this objective; and,

WHEREAS, SHP is in the business of providing correctional health care services under contract, and was the successful proposer in response to the Request for Proposals issued by the County of Cumberland on April 10, 2017, and the award made June 19, 2017, and SHP desires to provide such services for County under the express terms and conditions of the RFP and the express terms and conditions established under this contract.

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

### ARTICLE I: HEALTH CARE SERVICES.

.1 General Engagement. County hereby contracts with SHP to provide for the delivery of all medical, dental and mental health services to inmates of Jail. This care is to be delivered to individuals under the custody and control of the Sheriff under the auspices of the County at the Jail, and SHP enters into this Agreement according to the terms and provisions hereof.

The health care delivery system must conform to the SHP Jail Health Plan Adopted by the Cumberland County Board of Commissioners, State standards for medical services provided in correctional institutions as established under the North Carolina Administrative Code or by statute. The system must be in substantial conformity with State standards and the 2014 Jail Health Standards developed by the National Commission on Correctional Health Care (NCCHC), and SHP shall provide at least the following:

- Receiving/Screening

A preliminary health screening shall be conducted using a form prepared by SHP in



conjunction with the Sheriff or the designee of the Sheriff for use by Jail officers immediately upon each inmate's formalized booking into the Jail, and the form shall be approved by SHP and the Chief Jailer or Jail Administrator.

- Health Appraisal

SHP shall perform a comprehensive Health Assessment on any inmate within fourteen (14) calendar days, or such other stricter time limit as required by statute or controlling authority of the arrival of the inmate at the Jail or, if possible, sooner. Such assessment shall be performed by a qualified medical professional.

The extent of the health appraisal, including the physical examination, is defined by the responsible health authority, however, will include at a minimum:

- Review of intake screening forms
- Collection of additional data regarding complete medical, dental, psychiatric and immunization histories
- Appropriate laboratory and diagnostic tests to detect communicable diseases such as Venereal Disease and Tuberculosis
- Recording vital signs (height, weight, pulse, blood pressure, temperature)
- Physical examination (including a gynecological assessment must be included for females) with comments about mental and dental status
- Review of physical examination and test results by a physician for problem identification must take place
- Review of need or potential need for other health services, including mental health
- Initiation of therapy when appropriate
- Other tests, studies, and examinations as appropriate, including but not limited to, pregnancy tests, voluntary HIV screening and chest x-rays

Any abnormal results of the health appraisal shall be reviewed by a physician/physician extender for appropriate disposition.

- Sick Call

Routine diagnosis and treatment of minor health problems will be handled through the sick call system, using the kiosks (provided by and through the commissary vendor) in the housing areas designated for that purpose. Sick call shall be conducted daily by medical personnel. If an inmate's custody status precludes attendance at a sick call session, arrangements must be made to provide sick call services at the place of the inmate's confinement, including the segregation unit. Healthcare staff shall utilize triage protocols and shall ensure all appropriate follow-up care is provided.

- Hospital Care

SHP shall identify the need, schedule, and coordinate any hospital care of any inmate of the CCDC, and pay for such care unless limited as to payment responsibility.

- Dental Care

The program to provide dental services to inmates shall include:

- SHP will provide for basic dental services, including extractions, and dental hygiene services
- Dental screening and oral hygiene instruction performed on each inmate within 14 days of admission, unless a painful or dangerous condition of the inmate requires attention earlier
- Dental screening will include charting decayed, missing, and filled teeth, and taking a dental history for identifying problems
- A dental record will be maintained as part of an inmate's medical record

- Pharmaceuticals

SHP shall provide a total pharmaceutical system for the CCDC beginning with the physician/physician extender's prescribing of medication, the filling of the prescription, the administration of medication, and the necessary record keeping. The pharmaceutical system shall include prescription medications and over-the-counter medications. All prescription medications shall be prescribed by the responsible physician. All controlled substances, syringes, needles and surgical instruments will be stored under security conditions acceptable to the Jail.

- Medical Linens and Waste

SHP shall provide, in compliance with all laws and regulations, for the appropriate management and disposal of medical linens and contaminated waste resulting from its services including needles, syringes, medications, and other materials used in the treatment of inmates.

- Medical Records

SHP shall maintain complete, accurate, and confidential medical records separate from the CCDC's confinement records of the inmate in compliance with all laws and regulations, including, but not limited to the Health Insurance Portability and Accountability Act of 1996 (HIPAA), Public Law 104-191, as applicable, and this contract. SHP will have access to official information with degrees of sensitivity. To protect this information, official information may be disclosed or released only as required in the performance of the contract and in accordance with applicable law and regulation. SHP's employees shall not deny authorized persons access to official information, personnel or institution records. SHP shall provide the Sheriff, or designee, with access to any medical record generated in the performance of this contract. Medical Records must be kept for the life of the contract and 10 years subsequent to end-of-the-contract.

All inmates must have a medical record which is kept up to date at all times. The record shall accompany the inmates at all health encounters, and will be forwarded to the appropriate facility in the event of transfer. Access to medical/dental records will be controlled by healthcare personnel at all times and all rights concerning the confidentiality of the medical record must be followed. All transcribing and filing of information in the medical/dental record will be done by physicians, physician assistants, professional nurses or trained medical records clerks. Under no circumstances will inmates be allowed access to medical/dental records.

Procedures concerning the confidentiality of medical records shall adhere to HIPAA regulations, as applicable, and the rules and regulations as established by the NCCHC.

- No Effect Arising from Custody Classification

SHP shall be required to examine and treat any inmate in segregation or otherwise unable to attend sick call in the cell of said inmate. SHP shall be required to render emergency care at any location on Jail property regardless of status of any inmate or employee.

- No Responsibility for Inmate Supervision

SHP shall have no responsibility for security at the Jail or for the custody of any inmate at any time, such responsibility being solely that of the Jail. SHP shall have sole responsibility in all matters of medical, mental health and dental judgment. SHP shall have primary, but not exclusive, responsibility for the identification, care and treatment of inmates requiring medical care and who are "security risks" or who present a danger to themselves and others. On these matters of mutual concern, the Sheriff or other County Official and his staff shall support, assist and cooperate with SHP, and SHP shall support, assist and cooperate with the Sheriff or other County Official whose decision in any non-medical matter shall be final. All decisions involving the exercise of medical, mental health or dental judgment remain the responsibility of SHP.

- Reporting Requirements

Monthly and annualized reports shall be submitted to the On-Site Contract Acquisitions Reviewer OSCAR. These reports shall include, but not limited to, the following data:

- Frequency of health service provided by category of complaint for on-site and off-site care
- Daily number of inmates scheduled for sick call
- Daily number of inmates seen by the physician, NP, or PA
- Daily number of inmates seen by nurses
- Daily number of inmates seen by mental health providers, number of mental health inmates, number of visits
- Daily number of inmates seen by the dental department/SHP
- Daily report of status of inmates in hospital
- Provide monthly number of inmates screened for HIV and Syphilis, number of positives, and inmate intake counts

- Referrals to community providers including detailed diagnosis and coding
- Daily census in medical and mental health special care beds
- Number of emergency transfers and safekeeping admissions
- Staff costs and permanent staff positions vacant for 30 days or more
- Medication costs
- Costs for all community services, including diagnostic services, hospital days, and specialty consultants
- Other costs, if any

A report of prisoners who are the responsibility of others needs to be generated monthly and provided to the appropriate staff for billing to the state, other counties, Federal inmates such as the United States Army, United States Marines, United States Air Force or other Department of Defense entity, the Federal Bureau of Prisons or other such agency. Any service billed outside of the base contract needs to be captured for reimbursement in the format required (meeting all the appropriate guidelines).

1.2 Scope of General Services. The responsibility of SHP for medical care of an inmate commences with the booking and physical placement of said inmate into the Jail. The health care services provided by SHP shall be for all persons committed to the custody of the Jail, except those identified in Section 1.7. SHP shall provide and/or arrange for all professional medical, dental, mental health and related health care and administrative services for the inmates, regularly scheduled sick call, nursing care, regular physician care, medical specialty services, emergency medical care, emergency ambulance services when medically necessary, medical records management, pharmacy services management, administrative support services, and other services, all as more specifically described herein.

SHP shall be financially responsible for the costs of all physician and nurse staffing, routine on-site dental services (including dental supplies), over-the-counter medications, medical supplies, medical hazardous waste disposal, office supplies, forms, folders, files, travel expenses, publications, administrative services and nursing time to train officers in the Jail on various medical matters. SHP's financial responsibility for the costs of all emergency kits and restocking of emergency kit supplies, all necessary license and permit fees, all prescription pharmaceuticals, all biological products (used to prevent, diagnose or treat diseases and medical conditions), all clinical lab procedures (inside and outside the Jail), all x-ray procedures (inside and outside the Jail), all dental services other than those provided through SHP's contracted dental provider and all medical and mental health services rendered outside the Jail shall be limited by the annual cost pool described in Section 1.5 of this Agreement. All pool costs in excess of the annual cost pool limit shall be the financial responsibility of the County, or shall not otherwise be the financial responsibility of SHP.

County acknowledges its election to independently provide and pay for on-site mental health services through County's mental health staff of providers. SHP agrees to work with County's mental health staff providers. The costs of all mental health services provided through County's mental health staff providers are specifically excluded from this Agreement and shall be the financial responsibility of County, or shall not otherwise be the financial responsibility of SHP.

Should new legislation require substantial or new medical directives to SHP in the provision of services under this Agreement, SHP will not be financially responsible for changes to its program, rather SHP would have the ability to seek from the County any additional monies to fund such directives.

1.3 Specialty and Ancillary Services. In addition to providing the general services described above, SHP by and through its licensed health care providers shall arrange and/or provide to inmates at the Jail specialty medical services to the extent such are determined to be medically necessary by SHP. To support the delivery of comprehensive health services, specialty consultations are occasionally necessary. SHP shall provide on-site specialty clinics (radiology, laboratory services, etc.) when feasible to reduce the number of off-site referrals. In the event an inmate requires the services of medical specialist, the SHP shall make referral arrangements and coordinate the delivery of the specialists' visits off-site. Accordingly, routine laboratory and X-ray procedures to the extent reasonably available should be performed on-site at the facility when possible. Procedures beyond the capabilities of the on-site equipment will be referred to outside providers. SHP shall provide the necessary follow-up for health problems identified by any of the screening tests or laboratory tests. In the event non-emergency specialty care is required and cannot be rendered at the Jail, SHP shall make arrangements with County for the transportation of the inmates in accordance with Section 1.9 of this Agreement.

Further, SHP shall devise and implement a plan for other specialty services, including:

- Special Medical Programs – Chronic Care

For inmates with special medical conditions requiring close medical supervision, including chronic and convalescent care, a written individualized treatment plan shall be developed by the responsible physician. The plan should include directions to health care and other personnel regarding their roles in the care and supervision of the patient.

- Health Education

In-service training for all health care staff to be conducted as established in the discretion of SHP, and when requested by the Sheriff for custody staff, and to include first-aid, CPR Training, etc.

- Consultation Services

SHP shall provide a consultation service to County or the Sheriff on any and all aspects of the health care delivery system at the facility, including evaluations and recommendations concerning new programs, future architectural plans, staffing patterns for new or remodeled facilities, alternate pharmaceutical and other systems and on any other matters relating to this contract upon which County or the Sheriff seeks the advice and counsel of SHP.

- Quality Assurance and Improvement

SHP shall institute and/or follow a Medical Quality Assurance/Improvement Program, which may include but may not be limited to audit and medical chart review procedures. When

deficiencies are noted, a plan of corrective action (improvement) shall be put into place.

1.4 Emergency Services. SHP shall arrange and/or provide emergency medical care, as medically necessary, to inmates through arrangements to be made by SHP. SHP shall make provisions for 24-hour emergency medical care to inmates. This includes on-call availability by the Medical Director and Nursing staff, as well as the coordination of appropriate transportation with the facility's administrative staff.

1.5 Limitations On Costs - Cost Pool. SHP shall, at its own cost, arrange for medical services for any inmate who, in the opinion of the Medical Director (hereinafter meaning a licensed SHP physician), requires such care. SHP's maximum liability for costs associated with all emergency kits and restocking of emergency kit supplies, all necessary license and permit fees, all prescription pharmaceuticals, all biological products (used to prevent, diagnose or treat diseases and medical conditions), all clinical lab procedures (inside and outside the Jail), all x-ray procedures (inside and outside the Jail), all dental services other than those provided through SHP's contracted dental provider and all medical and mental health services for inmates rendered outside of the Jail will be limited by a pool established in the amount of \$100,000.00 in the aggregate for all inmates in each year (defined as a twelve-month contract period) of this Agreement. If the costs of all care as described in this Section 1.5 exceed the amount of \$100,000.00 in any year, SHP will pay for the additional services and submit invoices supporting the payments to the County along with an SHP invoice for fifty percent (50%) of the costs in excess of \$100,000.00. If the costs of all care as described in this Section 1.5 exceed the amount of \$200,000.00 in any year, SHP will either pay for the additional services and submit invoices supporting the payments to the County along with an SHP invoice for one hundred percent (100%) of the costs in excess of \$200,000.00, or in the alternative, will refer all additional qualifying invoices to County for payment directly to the provider of care. For all invoices payable to SHP as reimbursement for pool excess costs, such amounts shall be payable by County within thirty days of the SHP invoice date. SHP will allow a grace period of up to sixty days from the date of invoice, and will thereafter apply a late fee of two percent (2%) on the balance each month until SHP has been reimbursed in full. For purposes of this Section 1.5, the pool amount will be prorated for any contract period of less or more than twelve months.

The intent of this Section 1.5 is to define SHP's maximum financial liability and limitation of costs for all emergency kits and restocking of emergency kit supplies, all necessary license and permit fees, all prescription pharmaceuticals, all biological products (used to prevent, diagnose or treat diseases and medical conditions), all clinical lab procedures (inside and outside the Jail), all x-ray procedures (inside and outside the Jail), all dental services other than those provided through SHP's contracted dental provider, all hospitalizations and all other medical and mental health services rendered outside the Jail.

1.6 Injuries Incurred Prior to Incarceration; Pregnancy. SHP shall not be financially responsible for the cost of any medical treatment or health care services provided to any inmate prior to the inmate's formal booking and commitment into the Jail.

Furthermore, SHP shall not be financially responsible for the cost of medical treatment or health care services provided outside the Jail to medically stabilize any inmate presented at booking with a life

threatening injury or illness or in immediate need of emergency medical care.

Once an inmate has been medically stabilized and committed to the Jail, SHP will, commencing at that point, then become responsible for providing and/or arranging for all medical treatment and health care services regardless of the nature of the illness or injury or whether or not the illness or injury occurred prior or subsequent to the individual's incarceration at the Jail. An inmate shall be considered medically stabilized when the patient's medical condition no longer requires immediate emergency medical care or outside hospitalization so that the inmate can reasonably be housed inside the Jail. SHP's financial responsibility for such medical treatment and health care services shall be in accordance with, and as limited by, Sections 1.2 and 1.5 of this Agreement.

It is expressly understood that SHP shall not be responsible for medical costs associated with the medical care of any infants born to inmates. SHP shall provide and/or arrange for health care services to inmates up to, through, and after the birth process, but health care services provided to an infant following birth, other than those services that may be delivered in the Jail prior to transport to a hospital, shall not be the financial responsibility of SHP. In any event, SHP shall not be responsible for the costs associated with performing or furnishing of abortions of any kind.

1.7 Inmates Outside the Facilities. The health care services contracted in the Agreement are intended only for those inmates in the actual physical custody of the Jail and for inmates held under guard in outside hospitals or other medical facilities who remain in official custody of the Jail. Inmates held under guard in outside hospitals or other medical facilities are to be included in the Jail's daily population count. No other person(s), including those who are in any outside hospital who are not under guard, shall be the financial responsibility of SHP, nor shall such person(s) be included in the daily population count.

Inmates on any sort of temporary release or escape, including, but not limited to inmates temporarily released for the purpose of attending funerals or other family emergencies, inmates on escape status, inmates on pass, parole or supervised custody who do not sleep in the Jail at night, shall not be included in the daily population count, and shall not be the responsibility of SHP with respect to the payment or the furnishing of their health care services.

The costs of medical services rendered to inmates who become ill or who are injured while on such temporary release or work-release shall not then become the financial responsibility of SHP after their return to the Jail. This relates solely to the costs associated with treatment of a particular illness or injury incurred by an inmate while on such temporary release. In all cases, SHP shall be responsible for providing medical care for any inmate who presents to medical staff on-site at the Jail to the extent such care can be reasonably provided on-site, or shall assist with arrangements to obtain outside medical care as necessary. The costs of medical services associated with a particular illness or injury incurred by an inmate while on temporary release or work-release may be the personal responsibility of the inmate, or covered by workers' compensation, medical insurance, accident insurance, or any other policy of insurance or source of payment for medical and hospital expenses. In the absence of adequate insurance coverage, or other source of payment for medical care expenses, such costs may, at the election of the County, be applied toward the annual cost pool described in Section 1.5. Such costs shall not otherwise be the

financial responsibility of SHP.

Persons in the physical custody of other law enforcement authorities or other judicial or penal jurisdictions at the request of County, by Court order or otherwise, are likewise excluded from the Jail's population count and are not the responsibility of SHP for the furnishing or payment of health care services.

1.8 Elective Medical Care. SHP shall not be responsible for providing elective medical care to inmates, unless expressly contracted for by the County. For purposes of the Agreement, "elective medical care" means medical care which, if not provided, would not, in the opinion of SHP's Medical Director, cause the inmate's health to deteriorate or cause definite harm to the inmate's well-being. Any referral of inmates for elective medical care must be reviewed by County prior to provision of such services.

1.9 Transportation Services. To the extent any inmate requires off-site non-emergency health care treatment including, but not limited to, hospitalization care and specialty services, for which care and services SHP is obligated to arrange under this Agreement, County shall, upon prior request by SHP, its agents, employees or contractors, provide transportation as reasonably available provided that such transportation is scheduled in advance. When medically necessary, SHP shall arrange all emergency ambulance transportation of inmates in accordance with Section 1.4 of this Agreement.

## **ARTICLE II: PERSONNEL.**

2.1 Staffing. SHP shall provide medical and support personnel reasonably necessary for the rendering of health care services to inmates at the Jail as described in and required by this Agreement, and as outlined in the proposal staffing model provided herein for reference.

Staff hours worked in excess of this contracted staffing plan, not to include SHP training hours, may be billed back to the County on a monthly basis, upon the consent of County, which consent shall not be unreasonably withheld, at the actual wage and benefit rate, for staffing services performed on-site at the facility, provided, however, that this term of this contract is not intended to, and shall not include, nor shall the County have liability for overtime pay, but, instead, this provision concerning excess hours shall be invoked and such charges incurred only if the staffing levels contemplated under this contract prove to be insufficient, and the parties agree that additional staff hours, whether of then-existing or additional staff are, in fact, needed.

Further, SHP may provide replacement or limited staffing coverage in absences, which may be due to vacation time or SHP-designated holidays. SHP reserves the right to make adjustments to the regular staffing schedule for flexible coverage on SHP-designated holidays. If any such absences exceed five (5) consecutive days, not to include vacation time or SHP-designated holidays, SHP will refund the County the cost of the staffing hours on the next month's base fee billing.

County acknowledges that, any additional hours worked in excess of the contracted staffing plan by a physician/physician extender or dental provider shall also be billed back to County for reimbursement to SHP. Such costs may, at the election of the County, be applied toward the annual cost pool accounting totals.



Further, it is understood the Professional Provider hours may be filled by a Physician, or Mid-Level Practitioner. Either will be duly licensed to practice medicine in the State of North Carolina, and will be available to our nursing staff for resource, consultation and direction twenty-four (24) hours per day, seven (7) days per week.

Additionally, the parties contemplate that SHP, on or before January 1, 2018, will commence the provision of mental health services in a manner and at a price consistent with that set forth in SHP's Response to the Request for Proposals. The parties anticipate that SHP will recruit to provide staffing for the provision of mental health services on or prior to that date, and agree that a specific addendum to this contract will be executed by the parties consistent with such staffing and pricing models as set forth in SHP's Response to Request for Proposal (bid date May 18, 2017) which Response is incorporated and adopted by reference on or before January 1, 2018.

Staff shifts may be adjusted by SHP in order to maintain stability of the program and consistency with staff. Any adjustments or changes to fixed schedules would be made after discussions with the Sheriff and other involved County officials. Professional Provider visit times and dates will be coordinated with Jail Management, and may include the use of telehealth services. Some of the Professional Provider time may be used for phone consults with medical staff and for other administrative duties.

Cumberland, NC - Staffing Model 24-hour coverage									
ADP – 778									
<i>POSITION</i>	<i>S</i>	<i>M</i>	<i>T</i>	<i>W</i>	<i>T</i>	<i>F</i>	<i>S</i>	<i>HRS/WK</i>	<i>FTE</i>
<b>Professional Staff</b>									
Medical Director			5		5			10	0.25
NP/PA		5	5	5	5	5		25	0.625
Dentist (Bi-weekly)				4				4	0.1
Dental Hygienist (Bi-weekly)				4				4	0.1
<b>Administrative Staff</b>									
Director of Nursing (RN)		8	8	8	8	8		40	1
Medical Team Administrator (RN/LPN)		8	8	8	8	8		40	1
Medical Clerk/Administrative Assistant		8	8	8	8	8		40	1
LPN Float	8	8	8	8	8	8	8	56	1.4
<b>Support Staff</b>									
<i>Day shift</i>									
RN – Weekends	12						12	24	0.6
LPN Booking	12	12	12	12	12	12	12	84	2.1

LPN	12	12	12	12	12	12	12	84	2.1
Med Tech/EMT	12	12	12	12	12	12	12	84	2.1
<i>Evening shift</i>									
RN	12	12	12	12	12	12	12	84	2.1
LPN Booking	12	12	12	12	12	12	12	84	2.1
LPN	12	12	12	12	12	12	12	84	2.1
Med Tech/EMT	12	12	12	12	12	12	12	84	2.1
<b>TOTAL WEEKLY HOURS</b>								<b>831</b>	<b>20.78</b>

2.2 Licensure, Certification and Registration of Personnel. All personnel provided or made available by SHP to render services hereunder shall be licensed, certified or registered, as appropriate, in their respective areas of expertise as required by applicable North Carolina law.

2.3 County's Satisfaction with Health Care Personnel. If County or Sheriff becomes dissatisfied with any health care personnel provided by SHP hereunder, or by any independent contractor, subcontractors or assignee, SHP, in recognition of the sensitive nature of correctional services, shall, following receipt of written notice from County or Sheriff of the grounds for such dissatisfaction and in consideration of the reasons therefor, exercise its best efforts to resolve the problem. If the problem is not resolved satisfactorily to County and Sheriff, SHP shall remove or shall cause any employee, independent contractor, subcontractor, or assignee to remove the individual about whom County or Sheriff has expressed dissatisfaction. Should removal of an individual become necessary, SHP will be allowed reasonable time, prior to removal, to find an acceptable replacement, without penalty or any prejudice to the interests of SHP.

2.4 Use of Inmates in the Provision of Health Care Services. Inmates shall not be employed or otherwise engaged by either SHP or County in the direct rendering of any health care services.

2.5 Subcontracting and Delegation. In order to discharge its obligations hereunder, SHP will engage certain health care professionals as independent contractors rather than as employees. County consents to such subcontracting or delegation. As the relationship between SHP and these health care professionals will be that of independent contractor, SHP will not be considered or deemed to be engaged in the practice of medicine or other professions practiced by these professionals. SHP will not exercise control over the manner or means by which these independent contractors perform their professional medical duties. However, SHP shall exercise administrative supervision over such professionals necessary to insure the strict fulfillment of the obligations contained in this Agreement. For each agent and subcontractor, including all medical professionals, physicians, dentists and nurses performing duties as agents or independent contractors of SHP under this Agreement, SHP shall provide County proof, if requested, that there is in effect a professional liability or medical malpractice insurance policy, as the case may be, in an amount of at least one million dollars (\$1,000,000.00) coverage per occurrence and five million dollars (\$5,000,000.00) aggregate.

2.6 Discrimination. During the performance of this Agreement, SHP, its employees, agents, subcontractors, and assignees agree as follows:

- a. None will discriminate against any employee or applicant for employment because of race, religion, color, sex or national origin, except where religion, sex or national origin is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor.
- b. In all solicitations or advertisements for employees, each will state that it is an equal opportunity employer.
- c. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.

### **ARTICLE III REPORTS AND RECORDS**

3.1 Medical Records. County acknowledges that SHP's responsibility for all inmate medical records shall commence on the effective date of this Agreement, and that the responsibility for all inmate medical records prior to the effective date of this Agreement shall rest solely with the County. Nothing in this Agreement shall be interpreted to impose responsibility on SHP for inmate medical records prior to the effective date of this Agreement. County does further acknowledge, however, that SHP will assist County with the fulfillment of requests for production of medical records for those medical services provided prior to the effective date of this Agreement, and by doing so does not assume any responsibility for such records. It is mutually understood by both parties that, during the term of this Agreement, SHP shall serve as the Records Custodian in all medical record matters, in accordance with all applicable laws.

Commencing on the effective date of this Agreement, SHP shall cause and require to be maintained a complete and accurate medical record for each inmate who has received health care services. Each medical record will be maintained in accordance with applicable laws and County's policies and procedures. The medical records shall be kept separate from the inmate's confinement record. A complete legible copy of the applicable medical record shall be available, at all times, to County as custodian of the person of the patient.

County has elected to implement an electronic medical records system and acknowledges that SHP shall incorporate the total purchase price of the system (that is, \$40,176 or \$3,348 per month) into SHP's base contract fee, to be paid to SHP by County monthly, amortized over a period of twelve months, beginning on the effective date of this Agreement. County further acknowledges that, with the exception of the initial system license fee, which will be paid by SHP, and the monthly upgrades, usage and hosting fees, the County will be financially responsible for all costs to integrate the system, and all equipment necessary to facilitate use of the system. After a period of twelve months beginning on the effective date of this Agreement, provided the County has paid in full the electronic medical records system purchase price to SHP, the amount of base contract compensation to SHP shall be reduced accordingly. In the event this Agreement should terminate prior to the expiration of the first full twelve month depreciation term, County may opt to purchase the system for the amount of the un-depreciated balance.

Medical records, regardless of form, shall be kept confidential. Subject to applicable law regarding confidentiality of such records, SHP shall comply with North Carolina law and County's policy with regard to access by inmates and Jail staff to medical records. No information contained in the medical records shall be released by SHP except as provided by County's policy, by a court order, or otherwise in accordance with the applicable law or regulation. SHP shall, at its own cost, provide all medical records, forms, jackets, and other materials necessary to maintain the medical records. At the termination of this Agreement, all medical records shall be delivered to and remain with County. However, County shall provide SHP with reasonable ongoing access to all medical records even after the termination of this Agreement for the purposes of defending litigation.

3.2 Regular Reports by SHP to County. SHP shall provide to the Sheriff and County, on a date and in a form mutually acceptable to SHP, the Sheriff and County, reports relating to services rendered under this Agreement. Such reports shall be generated by a medical review committee or peer review committee of SHP and the disclosure of such information to the County or the Sheriff or employees of the County or the Sheriff and the designated employees of the County shall be for the purpose of evaluating the quality, cost of, or necessity for hospitalization or health care and shall constitute a part of such review by the County and the Sheriff as well as by SHP and a shall compose peer review committees of the specified organizations and corporations, pursuant to Chapter 131E of the North Carolina General Statutes, and such reporting shall conform to the reporting and performance requites and tables set forth in the RFP, which terms are adopted herein by reference.

SHP's efforts under this contract shall be monitored to ensure that the required output is achieved. The County reserves the right to inspect and evaluate in a reasonable manner all services rendered during the performance of this contract. The County may withhold full or partial payment in the event that SHP either does not perform or performs inadequately after having been notified by the County, in detail, as to the issues at hand, and failure by SHP to respond and/or correct such issues. SHP is responsible for all management and quality control actions necessary to meet quality standards set for by the contract. Prior to commencing performance, SHP shall develop and submit a quality control plan (QCP) to guide and rigorously document the implementation of the required management and quality control actions to achieve the specific output.

The inspection of services and the results thereof by the County or Sheriff is a means of ensuring that the County receives the quality of work for which it has contracted. Inspections allow for early discovery of defects, thus enabling timely corrective action. The County has the right to inspect and test all services by the contract, to the extent practicable, at all place and times. The County or Sheriff shall perform inspections and tests in a manner that will not unduly delay the work. The County or Sheriff assumes no contractual obligation to perform any inspection and test for the benefit of SHP. The County inspections and tests do not replace SHP's Quality Control Plan program. SHP has the right to request and receive any County internal inspection and/or test reports performed by the County under this section and Agreement.

#### Contract Monitoring

The On-Site Contract Acquisitions Reviewer (OSCAR) at the CCDC, and the Finance and Accounting Officer's designee at the CCSO, is to act as contract monitor and primarily the individual who certifies services were accomplished in accordance with this RFP and the resulting contract.

Designated individuals from CCDC and SHP are responsible for the technical direction of the performance of all work under this contract. The term "technical direction" is defined to include, without limitation, the following:

Directions to SHP, which re-directs the contract effort, shift work emphasis between areas or tasks, require pursuit of certain lines of inquiry; fill in details or otherwise service to accomplish the contractual scope of work.

The contract monitor may supply information to SHP, which assists in the interpretation of technical portions of the solicitation/contract. Questions, or concerns, regarding invoicing must be directed to the CCSO Finance and Accounting Officer with a copy to the monitor.

#### Written Notice of Concern

SHP will receive written Notice of Concern (NOC) in the event that a contract deficiency or non-performance action is noted. SHP must make a written response to the NOC outlining their discussion and any concluded remedy. SHP will be given an opportunity to repeat the work; however, if the work cannot be repeated, the County may reduce SHP's invoice by the degree of service not provided as specified in the solicitation/contract.

The parties to this contract agree SHP shall be conclusively presumed to have actual knowledge of work not performed and, therefore, written notice by the County shall not be a prerequisite for reducing payment or assessing liquidated damages for service(s) not performed.

#### Failure to Provide Proper Quality Control

Failure by SHP to maintain adequate quality control may result in termination for default.

The County's contract monitoring is based on the premise that SHP, and not CCSO and/or CCDC, is responsible for management and quality control actions to meet the terms of the contract. The County recognizes SHP is not perfect and unforeseen and uncontrollable problems do occur. Good management and use of an adequate QCP will allow SHP to operate within acceptable quality levels.

Each phase of the services rendered under this contract is subject to County inspection both during SHP's operations and after completion of the tasks. When SHP is advised of any unsatisfactory condition(s), SHP shall submit a written report to the Contract Monitor addressing corrective/preventive actions taken.

#### Inspection by Regulatory Agencies

Work described in the contract, is subject to inspection by other Government agencies. SHP shall

participate in responding to all requests for information and inspection or review findings by regulatory agencies.

#### Performance Evaluation Meetings

SHP's representatives shall meet with the Contract Monitor on a regular basis and will be no less than quarterly. These meetings will provide a management level review and assessment of the contract performance, a discussion and resolution of problems. A mutual effort will be made to resolve all problems identified.

#### Quality Control Program

SHP is responsible for Quality Control, which ensures all requirements of the solicitation/contract. SHP must meet certain vital functions as specified by an internal quality assurance process to gain acceptable contract performance.

Quality performance and quality control is the responsibility of SHP. SHP shall establish and maintain a complete Quality Control Program (QCP) acceptable to the CCSO to assure the requirements of this solicitation/contract are provided as specified. This system shall:

- 1) Be implemented on the contract effective date.
- 2) Identify deficiencies in the quality of services throughout the entire scope of the contract and implement corrective action before the level of performance becomes unsatisfactory.

#### Inspection and Receiving Reports

SHP shall prepare an original invoice, as well as at least two additional copies, each of which must be marked clearly as an information copy. The original invoice shall be furnished to the Cumberland County Finance Officer with a copy to CCSO Finance and Accounting Officer in the method and delivery vehicle indicated by the County Finance Officer. Should the receiving address be changed, SHP will receive written notice as any such change.

The copy of the invoice, clearly marked as an information copy, shall be submitted to the contract monitor who will verify that the services were satisfactorily performed and ensure timely processing of payment, not to exceed 30 days. Reduction for nonconforming services may be made following notification to SHP and resolution.

3.3 Inmate Information. Subject to the applicable North Carolina law, in order to assist SHP in providing the good, sufficient, and reasonably practicable health care services to inmates, County will provide SHP with information pertaining to inmates that SHP and County and Sheriff mutually identify as reasonable and necessary for SHP to adequately perform its obligations hereunder. Similarly, SHP will provide to Sheriff such information to the extent permissible under law and regulation to assist in appropriate classification, placement, and conditions of confinement of detainees, inmates, or prisoners.

3.4 SHP Records Available to County with Limitations on Disclosure. SHP shall make



available to County, at County's request, records, documents and other papers relating to the direct delivery of health care services to inmates hereunder. County understands that written operating policies and procedures employed by SHP in the performance of its obligations hereunder are proprietary in nature and shall remain the property of SHP and shall not be disclosed without written consent. Information concerning such may not, at any time, be used, distributed, copied or otherwise utilized by County, except in connection with the delivery of health care services hereunder, or as permitted or required by law, unless such disclosure is approved in advance writing by SHP. Proprietary information developed by SHP shall remain the property of SHP.

3.5 County Records Available to SHP with Limitations on Disclosure. During the term of this Agreement and for a reasonable time thereafter, County shall provide SHP, at SHP's request, County's records relating to the provision of health care services to inmates as may be reasonably requested by SHP or as are pertinent to the investigation or defense of any claim related to SHP's conduct. Consistent with applicable law, County will make available to SHP such inmate medical records as are maintained by County, hospitals and other outside health care providers involved in the care or treatment of inmates (to the extent County has any control over those records) as SHP may reasonably request. Any such information provided by County to SHP that County considers confidential shall be kept confidential by SHP and shall not, except as may be required by law, be distributed to any third party without the prior written approval of County.

#### **ARTICLE IV: SECURITY**

4.1 General. SHP and County understand that adequate security services are essential and necessary for the safety of the agents, employees and subcontractors of SHP as well as for the security of inmates and County's staff, consistent with the correctional setting. County will take all reasonable steps to provide sufficient security to enable SHP to safely and adequately provide the health care services described in this Agreement. It is expressly understood by County and SHP that the provision of security and safety for the SHP personnel is a continuing precondition of SHP's obligation to provide its services in a routine, timely, and proper fashion, to the extent that if, in SHP's sole discretion, the safety and security of SHP personnel are compromised, SHP may exercise its right to immediately terminate services, in accordance with the provisions of Section No. 6.2(b) of this Agreement.

4.2 Loss of Equipment and Supplies. County shall not be liable for loss of or damage to equipment and supplies of SHP, its agents, employees or subcontractors unless such loss or damage was caused by the negligence of County or its employees.

4.3 Security During Transportation Off-Site. County shall provide prompt and timely security as medically necessary and appropriate in connection with the transportation of any inmate between the Jail and any other location for off-site services as contemplated herein.

#### **ARTICLE V: OFFICE SPACE, EQUIPMENT, INVENTORY AND SUPPLIES**

5.1 General. County agrees to provide SHP with reasonable and adequate office and medical space, facilities, equipment, local telephone and telephone line and utilities and County will provide necessary maintenance and housekeeping of the office and medical space and facilities (including

incidentals such as tissue and hand towels). Such equipment, as identified in the bid specifications and subsequent responses, shall include, but not be limited to, computers, hospital beds, dental equipment, and diagnostic equipment.

5.2 Delivery of Possession. County will provide to SHP, beginning on the date of commencement of this Agreement, possession and control of all County medical and office equipment and supplies in place at the Jail's health care unit. Such equipment, as identified in the bid specifications and subsequent responses, shall include, but not be limited to, computers, hospital beds, dental equipment, and diagnostic equipment. At the termination of this or any subsequent Agreement, SHP will return to County's possession and control all supplies, medical, office and dental equipment, in working order, reasonable wear and tear excepted, which were in place at the Jail's health care unit prior to the commencement of services under this Agreement.

5.3 Maintenance and Replenishment of Equipment. Except for the equipment and instruments owned by County at the inception of this Agreement, and the equipment provided by County to SHP as identified in the bid specifications and subsequent responses, any equipment or instruments required by SHP during the term of this Agreement shall be purchased by SHP at its own cost. At the end of this Agreement, or upon termination, County shall be entitled to purchase SHP's equipment and instruments at an amount determined by a mutually agreed depreciation schedule.

SHP is responsible for purchasing and receiving all supplies necessary to provide services. Inventory on hand must be sufficient quantity to meet the obligations of this contract for providing services to the health care mission at all times during the contract period. Inventories purchased by SHP are the property of SHP and SHP is responsible for any loss, damage or spoilage.

SHP is responsible for assuring the correct or requisite inventory items are ordered, purchased and received regarding quantity and quality and that deliveries are made to correspond with the appropriate schedules and security procedures of the institution. The CCDC requires advance notice of all deliveries and/or on a set schedule agreed upon with DHP, CCDC Commander (Chief Jailer) and the OSCAR. Notification must be provided to the CCDC Warehouse Manager and the OSCAR.

SHP, subject to all CCDC policies and procedures, is responsible for the proper storage and control of all supplies to prevent any theft, damage, or loss.

During emergency situations, e.g., lockdowns, SHP is obligated to enforce procedures to mitigate damages that may result from an emergency.

5.4 General Maintenance Services. County agrees that it is proper for SHP to provide each and every inmate receiving health care services the same services and facilities available to, and/or provided to, other inmates at the Jail.

#### ARTICLE VI: TERM AND TERMINATION OF AGREEMENT

6.1 Term. This Agreement shall commence on July 1, 2017. The initial term of this



Agreement shall end on June 30, 2018, and shall be automatically extended for additional one-year terms, subject to County funding availability, unless either party provides written notice to the other of its intent to terminate, or non-renew, in accordance with the provisions of Section No. 6.2 of this Agreement.

6.2 Termination. This Agreement, or any extension thereof, may be terminated as otherwise provided in this Agreement or as follows:

- (a) Termination by agreement. In the event that each party mutually agrees in writing, this Agreement may be terminated on the terms and date stipulated therein.
- (b) Termination for Cause. SHP shall have the right to terminate this Agreement at any time for Cause, which may be effected immediately after establishing the facts warranting the termination, and without any further obligation to County, by giving written notice and a statement of reasons to County in the event:
  - (i) the safety and security of SHP personnel is determined by SHP, in its sole discretion, to be compromised, either as a direct, or indirect, result of County's failure to provide adequate security services, the provision of which is a continuing precondition of SHP's obligation to perform work under this Agreement, or
  - (ii) County fails to compensate SHP for charges or fees due, either in whole, or in part, under this Agreement, according to the terms and provisions as stated herein.

Cause shall not, however, include any actions or circumstances constituting Cause under (i) or (ii) above if County cures such actions or circumstances within a specified period following delivery of written notice by SHP setting forth the actions or circumstances constituting Cause, during which period SHP may permit County, solely by express agreement, time to provide sufficient remedy to SHP's satisfaction. In all cases, this Agreement may be terminated immediately by SHP, without notice, if, in SHP's sole discretion, such immediate termination of services is necessary to preserve the safety and well-being of SHP personnel.

Upon such a termination for Cause, County acknowledges that, SHP shall be entitled to all compensation fees and charges due for services rendered hereunder, without penalty or liability to SHP, up through and including the last day of services, and further that, County shall be obligated to compensate SHP accordingly for such services rendered up through and including the last day of services, consistent with the terms and provisions of this Agreement. If any costs relating to the period subsequent to such termination date have been paid by County in the case of (i) above, SHP shall promptly refund to County any such prepayment.

- (c) Termination by Cancellation. This Agreement may be canceled without cause by

either party upon sixty (60) days prior written notice in accordance with Section 9.3 of this Agreement.

(d) Annual Appropriations and Funding. This Agreement shall be subject to the annual appropriation of funds by the Cumberland County Board of Commissioners. Notwithstanding any provision herein to the contrary, in the event funds are not appropriated for this Agreement, County shall be entitled to immediately terminate this Agreement, without penalty or liability, except the payment of all contract fees due under this Agreement through and including the last day of service.

6.3 Responsibility for Inmate Health Care. During the term of this Agreement, SHP shall have responsibility for providing all health care services as contemplated in this contract, with the exception of mental health services as noted in Section No. 1.2. Upon termination of this Agreement, all responsibility for providing health care services to all inmates, including inmates receiving health care services at sites outside the Jail, will be transferred from SHP to County or a contractor or entity designated by County.

#### **ARTICLE VII. COMPENSATION.**

7.1 Base Compensation. County will pay to SHP the annualized price of \$2,053,332.00 during the initial term of this Agreement, payable in monthly installments. Monthly installments during the initial term of this Agreement will be in the amount of \$171,111.00 each, as provided in and subject to the provisions of Section 3.1 of this agreement. SHP will bill County approximately thirty days prior to the month in which services are to be rendered. County agrees to pay SHP prior to the tenth day of the month in which services are rendered. In the event this Agreement should commence or terminate on a date other than the first or last day of any calendar month, compensation to SHP will be prorated accordingly for the shortened month.

7.2 Increases in Inmate Population. County and SHP agree that the annual base price is calculated based upon an average daily inmate population of up to 778. If the average daily inmate population exceeds 778 inmates for any given month, the compensation payable to SHP by County shall be increased by a per diem rate of \$1.25 for each inmate over 778. The average daily inmate resident population shall be calculated by adding the population or head count totals taken at a consistent time each day and dividing by the number of counts taken. The excess over an average of 778, if any, will be multiplied by the per diem rate and by the number of days in the month to arrive at the increase in compensation payable to SHP for that month. In all cases where adjustments become necessary, the invoice adjustment will be made on the invoice for a subsequent month's services. For example, if there is an average population for any given month of 883 inmates, resulting in an excess of five (5) inmates, then SHP shall receive additional compensation of five (5) times the per diem rate times the number of days in that month. The resulting amount will be an addition to the regular base fee and will be billed on a subsequent monthly invoice.

This per diem is intended to cover additional cost in those instances where minor, short-term changes in the inmate population result in the higher utilization of routine supplies and services. However, the per diem is not intended to provide for any additional fixed costs, such as new fixed staffing positions

that might prove necessary if the inmate population grows significantly and if the population increase is sustained. In such cases, SHP reserves the right to negotiate for an increase to its staffing complement and its contract price in order to continue to provide services to the increased number of inmates and maintain the quality of care. This would be done with the full knowledge and agreement of the Sheriff and other involved County officials, and following appropriate notification to County.

**7.3 Future Years' Compensation.** The amount of compensation (i.e., annual base price and per diem rate as defined in Sections 7.1 and 7.2, respectively) to SHP shall increase at the beginning of each contract year. The amount of compensation shall increase by two percent (2%) for the renewal period effective July 1, 2018, and by two percent (2%) for the renewal period effective July 1, 2019. SHP shall provide written notice to County of the amount of compensation increase requested for renewal periods effective on or after July 1, 2020, or shall otherwise negotiate mutually agreeable terms with County prior to the beginning of each annual renewal period.

**7.4 Inmates From Other Jurisdictions.** Medical care rendered within the Jail to inmates from jurisdictions outside Cumberland County, and housed in the Jail pursuant to written contracts between County and such other jurisdictions will be the responsibility of SHP, but as limited by Section 1.7. Medical care that cannot be rendered within the Jail will be arranged by SHP, but SHP shall have no financial responsibility for such services to those inmates.

**7.5 Responsibility For Work Release Inmates.** SHP and County agree that CCDC does not house or have work release detainees, inmates, or prisoners, but in the event that such a program or housing arrangement arise in the future, SHP will be responsible for providing on-site medical services as reasonable and appropriate to County inmates assigned to work release and/or release for community service work for government or nonprofit agencies upon an inmate's presentation to SHP medical staff at the Jail. Notwithstanding any other provisions of this Agreement to the contrary, SHP and County agree that County inmates assigned to work release, including work for Cumberland County agencies, are themselves personally responsible for the costs of any medical services performed by providers other than SHP, when the illness or injury is caused by and results directly or indirectly from the work being performed, or when such illness or injury is treated while the inmate is on work release. The costs of medical services associated with a particular illness or injury incurred by an inmate while on work-release may be covered by workers' compensation, medical insurance, accident insurance, or any other policy of insurance or source of payment for medical and hospital expenses, but such costs shall not otherwise be the financial responsibility of SHP. In all cases, SHP shall be responsible for providing medical care for any inmate who presents to medical staff on-site at the Jail, including any inmate injured or infirmed while on work release or release for community service, to the extent such care can be reasonably provided on-site, or shall assist with arrangements to obtain outside medical care as necessary.

#### **ARTICLE VIII: LIABILITY AND RISK MANAGEMENT.**

**8.1 Insurance.** At all times during this Agreement, SHP shall maintain professional liability insurance covering SHP for its work at County, its employees and its officers in the minimum amount of at least one million dollars (\$1,000,000.00) per occurrence and five million dollars (\$5,000,000.00) in the aggregate. SHP shall provide County with a Certificate of Insurance evidencing such coverage and shall

have County named as an additional insured. In the event of any expiration, termination or modification of coverage, SHP will notify County in writing.

SHP shall maintain in full force and affect the following insurance or bonds:

- A. Professional Liability Insurance:  
SHP must carry professional liability insurance in an amount of One Million (\$1,000,000.00) Dollars per occurrence and Five Million (\$5,000,000.00) Dollars in aggregate. If "claims made" is provided, five-year "tail" coverage must be in force.
- B. Business Automobile Liability Insurance:  
SHP shall maintain business automobile liability insurance or equivalent form with a limit of not less than One Million (\$1,000,000.00) Dollars each accident. Such insurance shall include coverage for owned, hired, and non-owned automobiles.
- C. Workers Compensation and Employers Liability Insurance:  
SHP shall maintain workers compensation insurance with North Carolina statutory limits and employer's liability insurance with limits of not less than One Million (\$100,000.00) Dollars each accident.
- D. Blanket Employee Dishonesty Bond:  
SHP shall maintain a bond to protect against dishonest acts committed by SHP employees. The minimum limit of this bond shall be Five Hundred Thousand (\$500,000.00) Dollars applicable to all loss caused by or involving one or more employees, whether the result of a single act or a series of acts. Cumberland County shall be added to the bond as an obligee.
- E. Theft, Disappearance, and Destruction Crime Insurance:  
SHP shall maintain coverage applicable to loss or damage to medicines, implements, food stuffs and equipment within any cart, cabinet, bin, vault, or while inside or outside SHP's premises, and in SHP's care, custody, and control. The minimum limit of this policy shall be Five Hundred Thousand (\$500,000.00) Dollars inside the premises and Fifty Thousand (\$50,000.00) Dollars outside the premises. Cumberland County shall be included as an additional insured/loss payee.

8.2 Lawsuits Against County. In the event that any lawsuit (whether frivolous or otherwise) is filed against County, its elected officials, employees and agents or the Sheriff or employees of the Sheriff based on or containing any allegations concerning SHP's medical care of inmates and the performance of SHP's employees, agents, subcontractors or assignees, the parties agree that SHP, its employees, agents, subcontractors, assignees or independent contractors, as the case may be, may be joined as parties defendant in any such lawsuit and shall be responsible for their own defense and any judgments rendered against them in a court of law.

Nothing herein shall prohibit any of the parties to this Agreement from joining the remaining parties hereto as defendants in lawsuits filed by third parties.

8.3 Hold Harmless. SHP agrees to indemnify and hold harmless the County, its agents and employees from and against any and all claims, actions, lawsuits, damages, judgments or liabilities of any kind arising solely out of the aforementioned program of health care services provided by SHP. SHP does hereby waive, release and agrees to protect, defend and indemnify, and hold the County of Cumberland and its Commissioners, Officers, Employees, Officials and agents free and harmless from and against all claims, demands, actions, causes of action, damages, charges, loss, penalties, settlements, liabilities and expenses, including but not limited to attorney's fees, arising out of any act or omission of SHP or its employees, in the execution, performance, or failure to adequately perform the obligations pursuant to this Agreement with Cumberland County, and agrees to advance such costs, expenses or the like as may be deemed by the County through its Commissioners, Officers, Employees, Officials and agents (including attorneys) to be necessary or appropriate from time-to-time to defend or indemnify the County and its Commissioners, Officers, Employees, Officials and agents with regard to such matters. The duty to indemnify shall include all attorneys' fees and litigation costs and expenses of any kind whatsoever. County or Sheriff shall promptly notify SHP of any incident, claim, or lawsuit of which County or Sheriff becomes aware and shall fully cooperate in the defense of such claim, but SHP shall retain sole control of the defense while the action is pending, to the extent allowed by law. In no event shall this agreement to indemnify be construed to require SHP to indemnify the County, its agents and/or employees from the County's, its agents' and/or employees' own negligence and/or their own actions or inactions.

SHP shall not be responsible for any claims, actions, lawsuits, damages, judgments or liabilities of any kind arising solely out of the operation of the facility and the negligence and/or action or inaction of the Sheriff, County or their employees or agents with respect to the operation of the facility or conditions of confinement generally. SHP shall promptly notify the County of any incident, claim, or lawsuit of which SHP becomes aware and shall fully cooperate in the defense of such claim, but the County shall retain sole control of the defense while the action is pending, to the extent allowed by law. In no event shall this agreement be construed to require the County to indemnify SHP, its agents and/or employees from SHP's, its agents' and/or employees' own negligence and/or their own actions or inactions.

#### ARTICLE IX: MISCELLANEOUS.

9.1 Independent Contractor Status. The parties acknowledge that SHP is an independent contractor engaged to provide medical care to inmates at the Jail under the direction of SHP management. Nothing in this Agreement is intended nor shall be construed to create an agency relationship, an employer/employee relationship, or a joint venture relationship between the parties.

9.2 Assignment and Subcontracting. SHP shall not assign this Agreement to any other corporation without the express written consent of the Sheriff of Cumberland County and the Cumberland County Board of Commissioners, which consent shall not be unreasonably withheld. Any such assignment or subcontract shall include the obligations contained in this Agreement. Any assignment or subcontract

shall not relieve SHP of its independent obligation to provide the services and be bound by the requirements of this Agreement.

9.3 Notice. Unless otherwise provided herein, all notices or other communications required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been duly given if delivered personally in hand or sent by certified mail, return receipt requested, postage prepaid, and addressed to the appropriate party(s) at the following address or to any other person at any other address as may be designated in writing by the parties:

- a. County: Cumberland County Commission  
117 Dick Street, Fifth Floor  
Fayetteville, North Carolina 28301
- b. SHP: Southern Health Partners, Inc.  
2030 Hamilton Place Boulevard, Suite 140  
Chattanooga, Tennessee 37421  
Attn: President
- c. Sheriff: Ennis W. Wright/Major Tandra Adams  
117 Dick Street, Fifth Floor  
Fayetteville, North Carolina 28301

Notices shall be effective upon receipt regardless of the form used.

9.4 Situs: Governing Law and Disputes. This Agreement and the rights and obligations of the parties hereto shall be governed by, and construed according to, the laws of the State of North Carolina, except as specifically noted. Disputes between the Parties shall, first, be formally mediated by a third party or entity agreeable to the Parties, in which case the Parties shall engage in good faith attempts to resolve any such dispute with the Mediator before any claim or suit arising out of this Agreement may be filed in a court of competent jurisdiction. Any dispute related to or arising out of such contract shall be subject to the jurisdiction and venue of the Superior Court Division, Twelfth Judicial District, North Carolina, and the appellate courts of this State, and no other place, forum or venue.

9.5 Interpretation of Contract and Meaning of Terms: The titles or labels assigned to any section of this agreement are for convenience and shall not be construed or interpreted to limit the terms or condition of this contract which follow such title or label. Additionally, the construction and interpretation of this agreement shall be governed by the definition of terms contained in the RFP precedent to this contract, which is incorporated and adopted herein by reference, particularly including but not limited to the definitions as set out in writing in the RFP.

9.6 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. No

modifications or amendment to this Agreement shall be binding upon the parties unless the same is in writing and signed by the respective parties hereto. All prior negotiations, agreements and understandings with respect to the subject matter of this Agreement are superseded hereby, except to the extent that terms of County's RFP and SHP's Proposal (in response to the RFP) are expressly incorporated in this agreement.

9.7 Amendment. This Agreement may be amended or revised only in writing and signed by all parties.

9.8 Waiver of Breach. 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.

9.9 Other Contracts and Third-Party Beneficiaries. The parties acknowledge that SHP is neither bound by nor aware of any other existing contracts to which County is a party and which relate to the providing of medical care to inmates at the Jail. 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 the Agreement is intended to be for their respective benefit only and not for the benefit of others who might otherwise be deemed to constitute third-party beneficiaries hereof. There are not, nor shall there be any third-party beneficiaries of this contract.

9.10 Policies. Policies and Procedures of SHP relating to medical care are to be established and implemented solely by SHP. In areas that impact upon the security and general administration of the Jail, the Policies and Procedures of SHP are subject to review and approval of the Sheriff, Chief Jailer or his or her designee for Cumberland County.

Policies and Procedures used relating to managing Health Care Delivery Services are generally to be established and implemented solely by SHP with and upon the approval of the Sheriff, consistent with the terms of this contract. SHP shall develop and implement policies, which ensure appropriate necessary and adequate health care in full compliance with the solicitation/contract, and in accordance with recognized standards, laws ordinances, rules and regulations of Federal, state and Cumberland County that may be applicable. The policies and procedures of SHP are subject to the approval of the CCSO OSCAR and/or Chief Jailer; as applicable. SHP must comply with all applicable County (to include CCSO and CCDC) policies and procedures, as presented to SHP and upon SHP's acceptance of such policies and procedures, and including the specific terms and conditions set out in this section of this contract. The failure or refusal to accept such policies related to security or detention center operations which do not directly impact the delivery of health care services or which are not inconsistent with law, regulation or policies directed to the delivery of health care services shall constitute cause and shall invoke the provisions of this contract for dispute resolution, including mediation.

The Sheriff (or Chief Jailer) or other designated County Official retains the right to review and approve Policies and Procedures of SHP in any area affecting the performance of his, her or its responsibilities under law.

### Specific Terms and Conditions

The policies referred to and these terms and conditions provide for medical care for prisoners (for purposes of this contract the terms prisoner, inmate and detainee are used interchangeably) in the facility. This contract and the policies and health care delivery system under it is and shall:

- (1) be designed to protect the health and welfare of the detainees or prisoners and to avoid the spread of contagious disease;
- (2) provide for medical supervision of detainees or prisoners and emergency medical care for prisoners to the extent necessary for their health and welfare;
- (3) provide for the detection, examination and treatment of detainees or prisoners who are infected with tuberculosis or venereal diseases; and
- (4) provide for the adoption, assistance to the Sheriff and the County in the continued development, improvement, and implementation of the Cumberland County Jail Health Plan.

It is the policy of the County of Cumberland that a County employee, officer, agent or contractor of the County may not participate in personal services or the like in which any of them or its or their employees, the Sheriff or any member of his immediate family, business partner or any organization in which he, she or they serve as an officer, director, trustee or employee, or in which he, she or they may have or has a financial interest, except and to the extent provided in this contract, and such policy shall govern and for purposes of this contract shall be the policy.

SHP shall comply with applicable law, regulation, and policy, including, but not limited to, The Fair Labor Standards Act, and the Equal Employment Opportunity Act. SHP shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, age, disability or handicap, political affiliation or national origin.

SHP shall comply with, and ensure its subcontractors comply with, all local, state, and federal laws, regulations and policies relating to safety and health and employment. Having due regard to the foregoing, SHP shall comply with all laws, regulations, and ordinances, directives, executive orders, or other requirements of any governments or agencies thereof which may govern its performance under the agreement resulting from this RFP, including, but not limited to, the provisions of Chapters 14, 15A, 122C, 143, 153A, and 162 of the North Carolina General Statutes, the United States Code, and regulations as well as applicable ordinances.

### Cumberland County Property

SHP shall only use SHP's property and that of Cumberland County property for official business. They are responsible for protecting County property from loss, misuse, misplacement, theft or damage, and are prohibited from creating any hazard on Cumberland County property to persons or things.

### SHP's Employee's Identification



SHP's employees shall not use their credentials, identification cards or badges to coerce, intimidate, or deceive others to obtain any privilege not otherwise authorized in the performance of their duties.

#### Prohibition of Introduction of Contraband

SHP's employees are prohibited from the introduction of contraband into or onto Cumberland County property without the expressed consent of the Director. Contraband shall include any object used to threaten the order, discipline or security of the institution, or life, health or safety of an individual. (Examples of contraband are: weapons, explosive devices, firearms, alcohol, drugs, photographic equipment, computer software, cell phones, recording devices, etc.)

All SHP's employees entering the CCDC may be subject to random drug/alcohol testing, or searches of their person or personal belongings without reasonable suspicion; upon a finding that reasonable suspicion exists that SHP's employee is in possession of contraband, which if introduced, could endanger the safety of staff or inmates, or the security of the institution, a search will be conducted. Searches may also be conducted with reasonable suspicion that an employee is removing contraband or Cumberland County property or SHP's property without authorization from the institution.

#### Reporting Misconduct

SHP must report any allegation of misconduct to the ranking Cumberland County Staff member (ordinarily Shift Commander at the CCDC or another Lieutenant, Captain or Major at the CCDC), immediately and follow up with a written report before the close of the business day.

SHP and SHP's employees shall fully cooperate in any internal or external investigations. The County shall have access to all personnel, operational and corporate records relative to the contracted services for the purpose of conducting investigations, inspections and audits.

#### Prison Rape Elimination Act

Among the policies of the Sheriff with respect to the operation of the CCDC and which SHP and its employees must follow are those adopted pursuant to the Prison Rape Elimination Act. Accordingly, all SHP employees, contractors, subcontractors, and the like shall adhere to these PREA policies, and shall prior to entry into and providing services in the Jail, all such persons shall receive and shall periodically receive PREA training and follow the policies and procedures under and related to PREA, including, but not limited to, the reporting or misconduct under PREA, as it stands upon the inception of this Agreement date.

#### Security Requirements

All personnel employed or sub-contracted, by SHP in the performance of this contract, or any representative of SHP entering the CCDC, shall abide by all security regulations of that facility including, but not limited to, the drug testing, PREA, and search policies. SHP shall agree and stipulate the security requirements of this contract and their subsequent adherence.

SHP is responsible for control of keys and equipment issued by Cumberland County. SHP and its employees are responsible for the security of those areas used for which keys are issued. The cost of keys or lock replacement as a result of negligence and/or loss of keys are the responsibility of SHP. SHP may also be required to reimburse the County for the replacement of lost keys and equipment outside of any action taken in regards to neglect or lost services. SHP affirms to comply with all policies and procedure to include, but not limited to, key control, tool control, inmate property, inmate accountability, contraband, standards of conduct, and all medical policies.

#### SHP's Employee Conduct

Elements of SHP's standards of employee conduct at a minimum, shall include, but are not limited to, the following:

1. The use of illegal drugs or narcotics or the abuse of any drug or narcotic is strictly prohibited at any time. Use of alcohol while on duty or immediately prior to reporting to duty, or being under the influence of alcohol or drugs while on duty, is prohibited.
2. SHP's employees shall conduct themselves in a professional manner at all times when dealing with inmates and others. Prohibited conduct includes:
  - a. The use of brutality, physical violence, intimidation, verbal abuse, group punishment or capricious disciplinary actions against an inmate, or any force use beyond that which is reasonably necessary to protect the employee's life or receiving bodily harm.
  - b. Showing partiality toward or becoming emotionally, physically, sexually, or financially involved with any inmate or former inmate. For the purpose of this standard of conduct only, SHP's employees are considered custodians (i.e., contractors of the Sheriff) and prohibited from engaging in sexual behavior, of any type, with offenders or inmates.
  - c. Displaying favoritism or preferential treatment to one inmate, or group of inmates, over another. Further, SHP's employees are prohibited from allowing any inmate or group of inmates to have control or authority over other inmates or to assist in the provision of care to other inmates.
  - d. Offering or giving any article, favor or service to an inmate or former inmate, or an inmate's family member or to any person known to be associated with an inmate or former inmate, which is not authorized in the performance of the employee duties. Neither shall SHP's employees accept any gift, personal service or favor from an inmate or former inmate, or from an inmate's family member or associate.

- e. Enter into any such business relationship with inmates, former inmates, or their families.
  - f. Having other than incidental outside contact with an inmate, former inmate, or an inmate's family member or associate. Employee must report such contact to the Director in writing.
  - g. Use of obscene or verbally abusive language when communicating with inmates or others. Employees will not be demeaning to inmates, former inmates, their families or friends, and others.
3. SHP's employees are prohibited from engaging in criminal conduct. They are further prohibited, while on Cumberland County property, from participation in games for money or other personal property, the operation of gambling devices, conducting a lottery or pool, or selling or purchasing numbers tickets.
  4. Illegal activities on the part of any of SHP's employee, in addition to being unlawful, reflect on the integrity of the County and betray the trust and confidence placed in it by the public. It is expected that SHP's employee shall obey not only the letter of the law, but also the spirit of the law while engaged in personal or official activities. Should the employee be charged with, arrested for, or convicted of any felony or misdemeanor, that person must immediately inform and provide a written report to the Commander of the CCDC. This requirement includes misdemeanor traffic violations, but not mere infractions, other than an infraction in violation of Chapter 90 of the North Carolina General Statutes.
  5. SHP's employees are prohibited from engaging in racial or gender discrimination or sexual harassment in violation of Civil Rights Act of 1964, as amended.

#### Responsiveness

SHP's employees shall be required to remain fully alert and attentive during duty hours. All employees will respond immediately and effectively to all emergency situations as directed by security staff.

#### SHP's Staffing Plan / Security Clearance

SHP must provide adequate staff for the complete operation of the Health Care Delivery Services, during routine and emergency situations 365 days a year.

All employees must adhere to the rules, regulations, policies and procedures outlined, or referenced, in this document.

Due to the "secure sensitive" work at CCDC, prior to SHP's employees entering on duty (EOD), SHP must ensure any proposed candidate for employment to serve meet the following:

- A. Identification is verified by SHP;
- B. Is qualified to work in the position within a correctional setting;
- C. Has been truthful and honest with SHP's application process;
- D. Is authorized, by Department of Homeland Security, to work in U.S. (e-verify used);
- E. Has listed all felony and/or misdemeanor conviction(s);
- F. Has demonstrated that he or she is not a user of an unlawfully used controlled substance;
- G. Has listed their past history behavior using illegal controlled substance (i.e., what and dates of use);
- H. Has listed any current imprisonment, at the CCDC, of any family member, e.g., spouse, child, sibling, cousin, aunt, uncle or parent.

SHP will submit all candidates seeking security clearance to work under the terms of this contract to the commanding officer of the CCDC with the following copied information:

- A. photo identification;
- B. social security card;
- C. candidates' original application;
- D. signed consent form (waiver) from the applicant authorizing a search of the North Carolina and FBI national criminal history record databases.

Final approval authority to grant security clearances for candidates' who works under the terms of this contract will be communicated to SHP. SHP's employee must have a current security clearance in order to enter onto the properties to perform the services expressed in this RFP/solicitation/contract.

9.11 ADA Compliance/Non-Discrimination/Anti-Retaliation. Without limiting the generality of the foregoing, the parties shall comply with Title VI and VII of the Civil Rights Act of 1964, Section 504, of the Rehabilitation Act of 1973, and the Americans With Disabilities Act of 1990 (ADA), Chapter 168 of the North Carolina General Statutes and all requirements imposed by the requisite Federal regulations, rules and guidelines issued pursuant to these Titles with respect to SHP.

9.12 E-verify Compliance. SHP shall comply with the provisions of Article 2 of Chapter 64 of the North Carolina General Statutes and the terms of N.C. Gen. Stat. § 143-133.3. Without limiting the generality of the foregoing, SHP as an employer shall comply with and certify that continued compliance with the provisions of N.C. Gen. Stat. § 64-26, and verify the work authorization of the contractor's employee through E-Verify. Further, such employer shall retain the record of the verification of work authorization required by such provision of law while the employee is employed and for one year thereafter, and shall make such certification and offer such proof of compliance as may reasonably be required.

9.13 Iran Divestment Act Certification. N.C. Gen. Stat. § 143C-6A-5(a) requires that a vendor,

contractor, or bidder provide a certification for bids or contracts with the State of North Carolina, a North Carolina local government, or any other political subdivision of the State of North Carolina establishing that the party to the contract, the vendor or bidder is not listed on the Final Divestment List created or maintained by the State Treasurer pursuant to N.C. Gen. Stat. § 143C-6A-4. The certification is required at the following times: (1) when a bid is submitted; (2) when a contract is entered (if the certification was not already made when the vendor made its bid); and (3) when a contract is renewed. Additionally, N.C. Gen. Stat. § 143C-6A-5(b) requires that contractors with the State, a North Carolina local government, or any other political subdivision of the State of North Carolina must not utilize any subcontractor found on the State Treasurer's Final Divestment List, and must so certify. Accordingly, SHP shall be obligated to make the required certification, and, in particular, but without limitation, by making a responsive bid to this RFP hereby certifies that SHP is not listed on the Final Divestment List created or maintained by the State Treasurer pursuant to N.C. Gen. Stat. § 143C-6A-4, and has not, does not, will not and must not utilize any subcontractor found on the State Treasurer's Final Divestment List.

9.14 Severability. In the event any provision of this Agreement is held to be unenforceable for any reason, the unenforceability thereof shall not affect the remainder of the Agreement which shall remain in full force and effect and enforceable in accordance with its terms.

9.15 Liaison. The Cumberland County Sheriff or his designee shall serve as the liaison with SHP.

9.16 Cooperation. On and after the date of this Agreement, each party shall, at the request of the other, make, execute and deliver or obtain and deliver all instruments and documents and shall do or cause to be done all such other things which either party may reasonably require to effectuate the provisions and intentions of this Agreement.

9.17 Time of Essence. Time is and shall be of the essence of this Agreement.

9.18 Authority. The parties signing this Agreement hereby state that they have the authority to bind the entity on whose behalf they are signing.

9.19 Binding Effect. This Agreement shall be binding upon the parties hereto, their heirs, administrators, executors, successors and assigns.

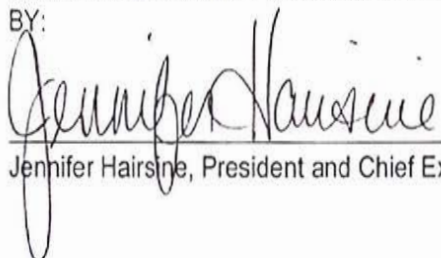
9.20 Cumulative Powers. Except as expressly limited by the terms of this Agreement, all rights, powers and privileges conferred hereunder shall be cumulative and not restrictive of those provided at law or in equity.

[THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties have executed this Agreement in their official capacities with legal authority to do so.

SOUTHERN HEALTH PARTNERS, INC.

BY:

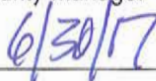
  
 Jennifer Hairsine, President and Chief Executive Officer

COUNTY OF CUMBERLAND

BY:

  
 County Manager

Date:



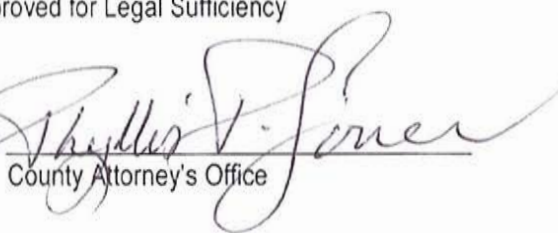
This instrument has been pre-audited in the manner required by the Local Government Budget and Fiscal Control Act.

BY:

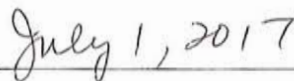
  
 County Finance Director

Approved for Legal Sufficiency

BY:

  
 County Attorney's Office

Date:



# 2018082

ADDENDUM AND MODIFICATION #1  
HEALTH SERVICES AGREEMENT

This ADDENDUM AND MODIFICATION #1, to Health Services Agreement dated June 30, 2017, between Cumberland County, North Carolina, (hereinafter referred to as "County"), and Southern Health Partners, Inc., a Delaware Corporation, (hereinafter referred to as "SHP"), with services commencing on July 1, 2017, is entered into as of this 19 day of February 2017.

**WITNESSETH:**

WHEREAS, County and SHP desire to modify the Health Services Agreement dated June 30, 2017, between County and SHP; and

WHEREAS, the Health Services Agreement dated June 30, 2017, contemplated the following:

"County acknowledges its election to independently provide and pay for on-site mental health services through County's mental health staff of providers. SHP agrees to work with County's mental health staff providers. The costs of all mental health services provided through County's mental health staff providers are specifically excluded from this Agreement and shall be the financial responsibility of County, or shall not otherwise be the financial responsibility of SHP.

[and]

Additionally, the parties contemplate that SHP, on or before January 1, 2018, will commence the provision of mental health services in a manner and at a price consistent with that set forth in SHP's Response to the Request for Proposals. The parties anticipate that SHP will recruit to provide staffing for the provision of mental health services on or prior to that date, and agree that a specific addendum to this contract will be executed by the parties consistent with such staffing and pricing models as set forth in SHP's Response to Request for Proposal (bid date May 18, 2017) which Response is incorporated and adopted by reference on or before January 1, 2018."

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

**Section 1.2 is hereby modified and replaced in its entirety by the following:**

1.2 Scope of General Services. The responsibility of SHP for medical care of an inmate

commences with the booking and physical placement of said inmate into the Jail. The health care services provided by SHP shall be for all persons committed to the custody of the Jail, except those identified in Section 1.7. SHP shall provide and/or arrange for all professional medical, dental, mental health and related health care and administrative services for the inmates, regularly scheduled sick call, nursing care, regular physician care, medical specialty services,



emergency medical care, emergency ambulance services when medically necessary, medical records management, pharmacy services management, administrative support services, and other services, all as more specifically described herein.

SHP shall be financially responsible for the costs of all physician and nurse staffing, routine on-site dental services (including dental supplies), over-the-counter medications, medical supplies, medical hazardous waste disposal, office supplies, forms, folders, files, travel expenses, publications, administrative services and nursing time to train officers in the Jail on various medical matters. SHP's financial responsibility for the costs of all emergency kits and restocking of emergency kit supplies, all necessary license and permit fees, all prescription pharmaceuticals, all biological products (used to prevent, diagnose or treat diseases and medical conditions), all clinical lab procedures (inside and outside the Jail), all x-ray procedures (inside and outside the Jail), all dental services other than those provided through SHP's contracted dental provider and all medical and mental health services rendered outside the Jail shall be limited by the annual cost pool described in Section 1.5 of this Agreement. All pool costs in excess of the annual cost pool limit shall be the financial responsibility of the County, or shall not otherwise be the financial responsibility of SHP.

Should new legislation require substantial or new medical directives to SHP in the provision of services under this Agreement, SHP will not be financially responsible for changes to its program, rather SHP would have the ability to seek from the County any additional monies to fund such directives.

**Section 2.1 is hereby modified and replaced in its entirety by the following:**

2.1 Staffing. SHP shall provide medical and support personnel reasonably necessary for the rendering of health care services to inmates at the Jail as described in and required by this Agreement, and as outlined in the proposal staffing model provided herein for reference.

Staff hours worked in excess of this contracted staffing plan, not to include SHP training hours, may be billed back to the County on a monthly basis, upon the consent of County, which consent shall not be unreasonably withheld, at the actual wage and benefit rate, for staffing services performed on-site at the facility, provided, however, that this term of this contract is not intended to, and shall not include, nor shall the County have liability for overtime pay, but, instead, this provision concerning excess hours shall be invoked and such charges incurred only if the staffing levels contemplated under this contract prove to be insufficient, and the parties agree that additional staff hours, whether of then-existing or additional staff are, in fact, needed.

Further, SHP may provide replacement or limited staffing coverage in absences, which may be due to vacation time or SHP-designated holidays. SHP reserves the right to make adjustments to the regular staffing schedule for flexible coverage on SHP-designated holidays. If any such absences exceed five (5) consecutive days, not to include vacation time or SHP-designated holidays, SHP will refund the County the cost of the staffing hours on the next month's base fee billing.



County acknowledges that, any additional hours worked in excess of the contracted staffing plan by a physician/physician extender or dental provider shall also be billed back to County for reimbursement to SHP. Such costs may, at the election of the County, be applied toward the annual cost pool accounting totals.

Further, it is understood the Professional Provider hours may be filled by a Physician, or Mid-Level Practitioner. Either will be duly licensed to practice medicine in the State of North Carolina, and will be available to our nursing staff for resource, consultation and direction twenty-four (24) hours per day, seven (7) days per week.

Staff shifts may be adjusted by SHP in order to maintain stability of the program and consistency with staff. Any adjustments or changes to fixed schedules would be made after discussions with the Sheriff and other involved County officials. Professional Provider visit times and dates will be coordinated with Jail Management, and may include the use of telehealth services. Some of the Professional Provider time may be used for phone consults with medical staff and for other administrative duties.

County and SHP acknowledge that, effective on or about January 1, 2018, SHP will incorporate psychiatrist staffing, for sixteen (16) hours per week, for the provision of mental health services, and further, that, SHP will incorporate additional mental health staffing positions (a psychologist and a QMHP/LCSW), for an increased staffing plan as outlined in the model (table) provided herein for reference. SHP's contract price will increase accordingly, as stated in Section No. 7.1 of this Agreement.

Cumberland, NC - Staffing Model 24-hour coverage									
ADP - 778									
<u>POSITION</u>	<u>S</u>	<u>M</u>	<u>T</u>	<u>W</u>	<u>T</u>	<u>F</u>	<u>S</u>	<u>HRS/WK</u>	<u>FTE</u>
<b><u>Professional Staff</u></b>									
Medical Director			5		5			10	0.25
NP/PA		5	5	5	5	5		25	0.625
Dentist (Bi-weekly)				4				4	0.1
Dental Hygienist (Bi-weekly)				4				4	0.1
Psychologist		8	8	8	8	8		40	1
Psychiatrist		6		5		5		16	0.4
<b><u>Administrative Staff</u></b>									
Director of Nursing (RN)		8	8	8	8	8		40	1
Medical Team Administrator (RN/LPN)		8	8	8	8	8		40	1

Medical Clerk/Administrative Assistant		8	8	8	8	8		40	1
LPN Float	8	8	8	8	8	8	8	56	1.4
QMHP/LCSW		8	8	8	8	8		40	1
<b><u>Support Staff</u></b>									
<i>Day shift</i>									
RN - Weekends	1 2						1 2	24	0.6
LPN Booking	1 2	1 2	1 2	1 2	1 2	1 2	1 2	84	2.1
LPN	1 2	1 2	1 2	1 2	1 2	1 2	1 2	84	2.1
Med Tech/EMT	1 2	1 2	1 2	1 2	1 2	1 2	1 2	84	2.1
<i>Evening shift</i>									
RN	1 2	1 2	1 2	1 2	1 2	1 2	1 2	84	2.1
LPN Booking	1 2	1 2	1 2	1 2	1 2	1 2	1 2	84	2.1
LPN	1 2	1 2	1 2	1 2	1 2	1 2	1 2	84	2.1
Med Tech/EMT	1 2	1 2	1 2	1 2	1 2	1 2	1 2	84	2.1
<b>TOTAL WEEKLY HOURS</b>								<b>927</b>	<b>23.1 8</b>

**Section 7.1 is hereby modified and replaced in its entirety by the following:**

7.1 Base Compensation. Effective January 1, 2018, the amount of base contract compensation to SHP shall increase to the twelve-month annualized price of \$2,455,476.00, payable by County in monthly installments. Monthly installments based on the twelve-month annualized price of \$2,455,476.00 will be in the amount of \$204,623.00 each. SHP will bill County approximately thirty days prior to the month in which services are to be rendered. County agrees to pay SHP prior to the tenth day of the month in which services are rendered. In the event this Agreement should commence or terminate on a date other than the first or last day of any calendar month, compensation to SHP will be prorated accordingly for the shortened

month.

**Section 7.2 is hereby replaced in its entirety by the following:**

7.2 Increases in Inmate Population. County and SHP agree that the annual base price is calculated based upon an average daily inmate population of up to 778. If the average daily inmate population exceeds 778 inmates for any given month, the compensation payable to SHP by County shall be increased by a per diem rate of \$1.25 for each inmate over 778. The average daily inmate resident population shall be calculated by adding the population or head count totals taken at a consistent time each day and dividing by the number of counts taken. The excess over an average of 778, if any, will be multiplied by the per diem rate and by the number of days in the month to arrive at the increase in compensation payable to SHP for that month. In all cases where adjustments become necessary, the invoice adjustment will be made on the invoice for a subsequent month's services. For example, if there is an average population for any given month of 783 inmates, resulting in an excess of five (5) inmates, then SHP shall receive additional compensation of five (5) times the per diem rate times the number of days in that month. The resulting amount will be an addition to the regular base fee and will be billed on a subsequent monthly invoice.

This *per diem* is intended to cover additional cost in those instances where minor, short-term changes in the inmate population result in the higher utilization of routine supplies and services. However, the per diem is not intended to provide for any additional fixed costs, such as new fixed staffing positions that might prove necessary if the inmate population grows significantly and if the population increase is sustained. In such cases, SHP reserves the right to negotiate for an increase to its staffing complement and its contract price in order to continue to provide services to the increased number of inmates and maintain the quality of care. This would be done with the full knowledge and agreement of the Sheriff and other involved County officials, and following appropriate notification to County.

IN WITNESS WHEREOF, the parties have executed this Agreement in their official capacities with legal authority to do so.

COUNTY OF CUMBERLAND, NC  
BY:

  
Board Chairman                      Date

This instrument has been  
pre-audited in the manner  
required by the Local  
Government Budget and Fiscal

Approved for Legal Sufficiency

**THIS INSTRUMENT HAS BEEN PRE-AUDITED  
IN THE MANNER REQUIRED BY THE LOCAL  
GOVERNMENT BUDGET AND FISCAL CON-  
TROL ACT.**

*Approved for Legal Sufficiency*

By: *Wicki Evans*  
County Finance Director

By: *A Morgan*  
Cumberland County Attorney's Office

Date: *2/28/18*

SOUTHERN HEALTH PARTNERS, INC.

BY:

*Jennifer Hairsine*

Jennifer Hairsine, President and Chief Executive Officer

Date:

*1-4-18*



**ASSISTANT COUNTY MANAGER - ENVIRONMENTAL/ COMMUNITY SAFETY**

**MEMORANDUM FOR THE AGENDA OF THE MARCH 10, 2022**  
**AGENDA SESSION**

**TO: BOARD OF COUNTY COMMISSIONERS**

**FROM: TRACY JACKSON, ASSISTANT COUNTY  
MANAGER/ENVIRONMENTAL & COMMUNITY SAFETY**

**DATE: 3/3/2022**

**SUBJECT: REQUEST FOR INTENT TO LEASE CERTAIN REAL PROPERTY TO  
COASTAL HORIZONS, INC.**

**Requested by: AMY H. CANNON, COUNTY MANAGER**

**Presenter(s): TRACY JACKSON, ASSISTANT COUNTY  
MANAGER/ENVIRONMENTAL & COMMUNITY SAFETY**

**BACKGROUND**

Coastal Horizons Center, Inc., a provider who offers the Treatment Accountability for Safer Communities program (TASC), wishes to enter into a lease agreement with Cumberland County for office space at the Cumberland County Community Corrections Center located at 412 Russell Street in Fayetteville. Their current agreement for this space has expired, and the proposed lease includes 1,212 square feet of office space (please refer to attached floorplan). The lease terms would be as follows: a three (3) year term and annual rent in the amount of \$18,180 or \$15.00 per square foot payable in monthly installments of \$1,515.00. A notice of intent to lease must be published at least thirty (30) days in advance of a regular Board of Commissioners' meeting prior to approving any proposed lease.

**RECOMMENDATION / PROPOSED ACTION**

Staff requests the following resolution be forwarded to the March 21, 2022 Board of Commissioners' Meeting for consideration as a Consent Agenda item.

**BE IT RESOLVED** that the Cumberland County Board of Commissioners finds that the real property,

specifically identified office space, located at 412 Russell Street in Fayetteville will not be needed for government purposes for the term proposed for the lease of the property to Coastal Horizons, Inc., and this Board intends to adopt a resolution at its regular meeting to be held on May 2, 2022, approving the lease pursuant to the terms to be advertised as follows:

**TAKE NOTICE** that the Cumberland County Board of Commissioners has found that the real property described herein will not be needed for government purposes for the term of the lease described herein and that the Board intends to adopt a resolution at its regular meeting to be held on May 2, 2022, approving the lease of 1,212 square feet of office space located at 412 Russell Street to Coastal Horizons, Inc. for up to a three (3) year term with annual rent in the amount of \$18,180 or \$15.00 per square foot payable in monthly installments of \$1,515.00.

**ATTACHMENTS:**

Description

412 Russell Street Floorplan

Type

Backup Material





**OFFICE OF THE COUNTY ATTORNEY**

**MEMORANDUM FOR THE AGENDA OF THE MARCH 10, 2022**  
**AGENDA SESSION**

**TO: BOARD OF COUNTY COMMISSIONERS**

**FROM: COUNTY ATTORNEY**

**DATE: 3/4/2022**

**SUBJECT: EXPANSION OF THE COUNTY RECREATION DISTRICT**

**Requested by: COUNTY ATTORNEY**

**Presenter(s): COUNTY ATTORNEY**

**BACKGROUND**

The Town of Spring Lake has requested to be included in the county's recreation district. The district was created June 30, 1975, to include the Towns of Hope Mills and Wade with the county's jurisdiction. Since its creation, a substantial portion of the county's jurisdiction has been annexed by the City of Fayetteville, other towns have been added, and the city and county have merged their respective recreation departments into a single department operating as a city department. The record-keeping of the expansion of the district has not been done in a consistent manner. For these reasons, the county attorney requests the board to include all the towns in the expanded district by having each town adopt a uniform form of resolution of request. The county attorney requests the board to authorize the county attorney to present the resolution and request to each of the towns to complete this expansion of the district before July 1, 2022.

**RECOMMENDATION / PROPOSED ACTION**

The county attorney requests the board to authorize the county attorney to prepare a uniform form of resolution for each town in Cumberland County, except the City of Fayetteville, to consent to its jurisdiction being included in the County Recreation District as it may be expanded.





## **RISK MANAGEMENT**

### **MEMORANDUM FOR THE AGENDA OF THE MARCH 10, 2022** **AGENDA SESSION**

**TO: BOARD OF COUNTY COMMISSIONERS**

**FROM: JULIE A. CRAWFORD, BENEFITS COORDINATOR**

**DATE: 2/22/2022**

**SUBJECT: HEALTH INSURANCE UPDATE**

**Requested by: AMY H. CANNON, COUNTY MANAGER**

**Presenter(s): N/A**

#### **BACKGROUND**

As of July 1, 2019, retirees who are 65 and older became covered by a County funded fully insured plan through AmWINS. All other covered members remained insured by the County's self-funded plan through BCBS. The information provided below and within the graphs has been updated to include the monthly premium amount paid to fund the fully insured plan and the actual monthly claims amounts for all other covered members. Combining these amounts for FY20 and beyond is necessary to ensure a complete picture when comparing the claims results to prior years.

Total health insurance claims plus the fully insured premium amount for FY22 are up 31.76% for the month of January as compared to the same month in FY21. To provide some perspective, below is the seven-month average for the past five fiscal years. This average represents the average monthly year-to-date claims for each fiscal year and includes the fully insured premium for fiscal years 20, 21 and 22. Additionally, graphs are provided in the attachment to aid in the analysis. Staff are continuing to closely monitor claims costs against budget and will bring forth a budget ordinance amendment to appropriate health insurance fund balance in the spring.

Year to date claims and premium payment through January	\$15,191,383
Less year to date stop loss credits	<u>(\$ 1,530,526)</u>
Net year to date claims and premium payment through January	\$13,660,857

**Average monthly claims and fully insured premium (before stop loss) per fiscal year through January:**

FY18 \$1,463,919  
FY19 \$1,693,614  
FY20 \$1,555,103  
FY21 \$1,564,815  
FY22 \$2,170,198

**RECOMMENDATION / PROPOSED ACTION**

For information only – no action needed.

**ATTACHMENTS:**

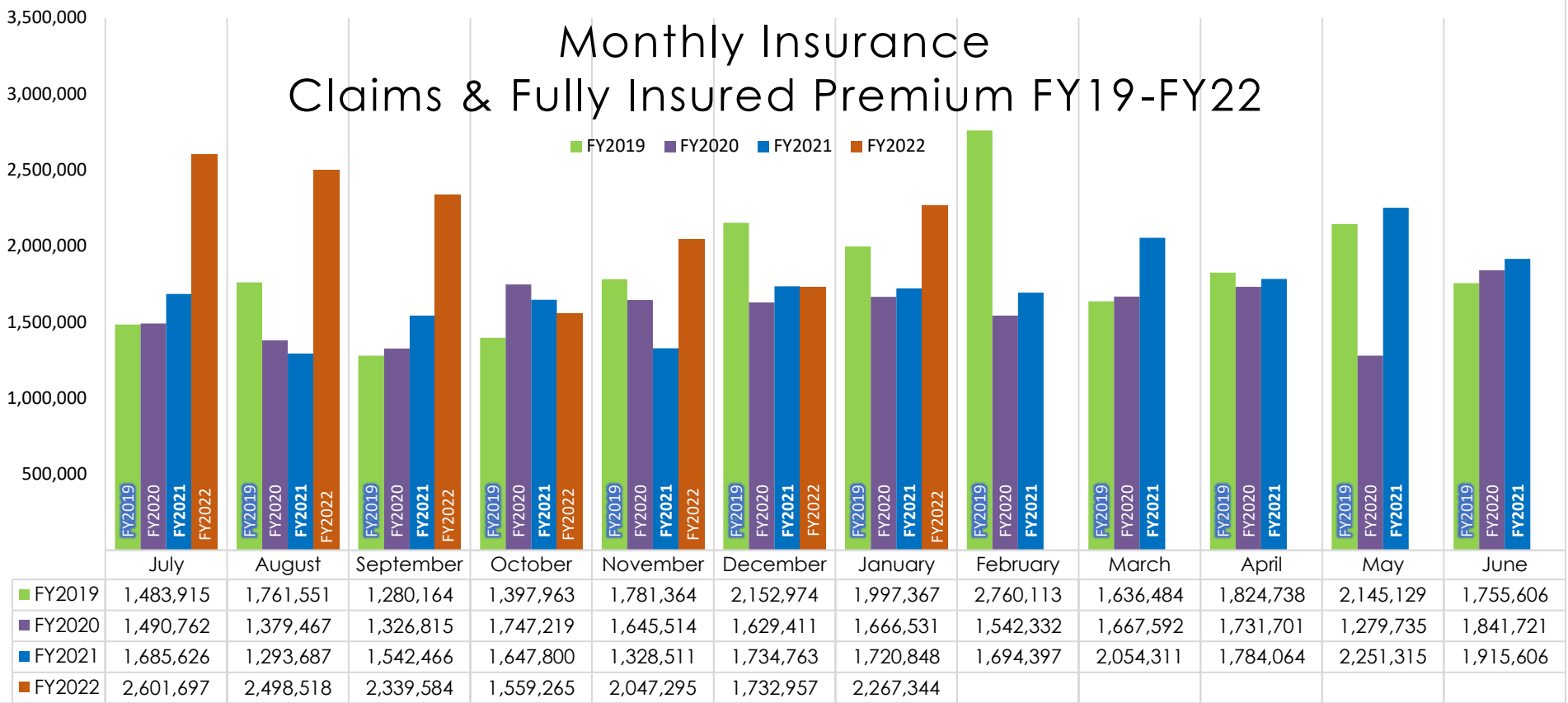
Description

Health Insurance Graphs

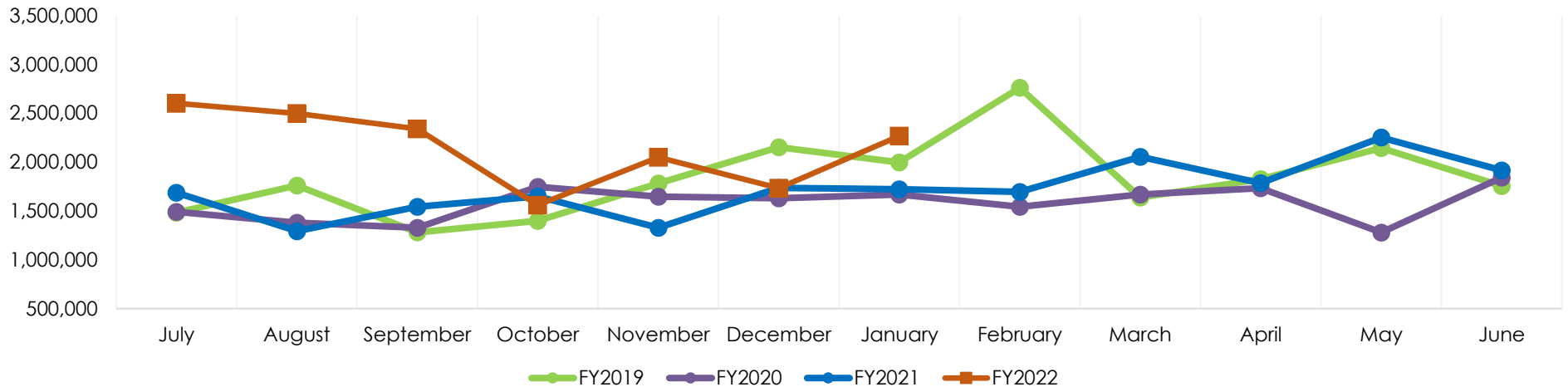
Type

Backup Material

## Monthly Insurance Claims & Fully Insured Premium FY19-FY22



## Monthly Insurance Claims & Fully Insured Premium FY19-FY22





## **FINANCE OFFICE**

### **MEMORANDUM FOR THE AGENDA OF THE MARCH 10, 2022 AGENDA SESSION**

**TO: BOARD OF COUNTY COMMISSIONERS**

**FROM: VICKI EVANS, FINANCE DIRECTOR**

**DATE: 2/26/2022**

**SUBJECT: ARPA QUARTERLY REPORT AS OF DECEMBER 31, 2021**

**Requested by: AMY CANNON, COUNTY MANAGER**

**Presenter(s): NA**

### **BACKGROUND**

The Department of United States Treasury expects all recipients of American Rescue Plan Act, Coronavirus State and Local Fiscal Recovery Funds to serve as strong stewards of these funds. This includes ensuring funds are used for intended purposes and recipients have in place effective financial management, internal controls, and reporting for transparency and accountability. Quarterly project and expenditure reporting is required for metropolitan cities and counties with a population that exceeds 250,000. Cumberland County's first quarterly report of projects and expenditures was submitted for the timeframe of March 3, 2021 through December 31, 2021 on January 31, 2022 as shown within the attached report.

To aid in public transparency, each quarterly report will be provided within the Board of Commissioners' Agenda Session agenda and will also be posted to the County's ARPA webpage at: <https://www.cumberlandcountync.gov/departments/commissioners-group/commissioners/american-rescue-plan>.

### **RECOMMENDATION / PROPOSED ACTION**

No action needed - for information purposes only.

### **ATTACHMENTS:**

**Description**

ARPA SLFRF Quarterly Report

**Type**

Backup Material

# SLFRF Compliance Report - SLT-1353 - P&E Report - 2021

## Report Period : March - December 2021

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### Recipient Profile

#### Recipient Information

Recipient DUNS	088571690
Recipient DUNS (+4)	
Recipient TIN	566000291
Recipient Legal Entity Name	County Of Cumberland, North Carolina
Recipient Type	
FAIN	
CFDA No./Assistance Listing	
Recipient Address	117 Dick Street
Recipient Address 2	
Recipient Address 3	
Recipient City	Fayetteville
Recipient State/Territory	NC
Recipient Zip5	28301
Recipient Zip+4	
Recipient Reporting Tier	Tier 1. States, U.S. territories, metropolitan cities and counties with a population that exceeds 250,000 residents
Discrepancies Explanation	
Is the Recipient Registered in SAM.Gov?	Yes

## Project Overview

### Project Name: Projects Determined in January 2022

Project Identification Number	
Project Expenditure Category	No Projects Available
Project Expenditure Subcategory	No Projects Available
Total Obligations	
Total Expenditures	
Project Description	The Cumberland County Board of Commissioners adopted project budgets by expenditure categories effective January 18, 2022 (after the end of the 12/31/21 reporting period). The county has had zero \$ in expenditures through 12/31/21.

# Report

## Federal Financial Reporting

Base Year General Revenue	
Fiscal Year End Date	
Growth Adjustment Used	
Actual General Revenue as of 12 months ended December 31, 2020	
Estimated Revenue Loss Due to Covid-19 Public Health Emergency as of December 31, 2020	\$0.00
Were Fiscal Recovery Funds used to make a deposit into a pension fund?	No
Please provide an explanation of how revenue replacement funds were allocated to government services	A determination has not yet been made on the use of revenue replacement funds.

## Questions on Equity and Evidence

1. Do you have a learning agenda, evidence-building plan, or another strategic approach to using evidence and evaluation for the spending outlined in your Recovery Plan?	
1. If Yes, Please provide a link	
2. Do the performance metrics for the projects listed in the Recovery Plan include data disaggregated by race, ethnicity, gender, income, and other relevant factors?	
3. Do you have a full Community Engagement Plan that accompanies the community engagement activities outlined in your Recovery Plan?	
3. If Yes, Please provide a link	
4. Do you have a public awareness campaign or other planned dissemination activities to make residents and businesses aware of the SLFRF supported projects from your Recovery Plan?	
4. If Yes, Please describe in 1-2 sentences and provide a link.	
5. What is the total number of performance indicators across all projects in your Recovery Plan (including mandatory performance indicators)?	



## Certification

Name	VICTORIA EVANS
Telephone	(910) 678-7750
Title	Finance Director
Email	<a href="mailto:yevans@co.cumberland.nc.us">yevans@co.cumberland.nc.us</a>
Submission Date	1/31/2022 11:34 AM



**FINANCE OFFICE**

**MEMORANDUM FOR THE AGENDA OF THE MARCH 10, 2022**  
**AGENDA SESSION**

**TO: BOARD OF COUNTY COMMISSIONERS**

**FROM: VICKI EVANS, FINANCE DIRECTOR**

**DATE: 2/26/2022**

**SUBJECT: FINANCIAL REPORT**

**Requested by: AMY CANNON, COUNTY MANAGER**

**Presenter(s): VICKI EVANS, FINANCE DIRECTOR**

**BACKGROUND**

The attached financial report shows results of the general fund for fiscal year 2022, January year-to-date. Additional detail has been provided on a separate page explaining percentages that may appear inconsistent with year-to-date budget expectations.

**RECOMMENDATION / PROPOSED ACTION**

No action needed - for discussion and information purposes only.

**ATTACHMENTS:**

Description

Monthly Financial Report

Type

Backup Material

**County of Cumberland  
General Fund Revenues**

REVENUES	FY20-21 AUDITED	FY21-22 ADOPTED BUDGET	FY21-22 REVISED BUDGET	YTD ACTUAL (unaudited) AS OF January 31, 2022	PERCENT OF BUDGET TO DATE	*
Ad Valorem Taxes						
Current Year	\$ 169,200,461	\$ 168,721,614	\$ 168,721,614	\$ 125,022,498	74.1%	(1)
Prior Years	1,629,364	828,000	828,000	1,037,747	125.3%	
Motor Vehicles	23,101,696	22,348,691	22,348,691	9,731,658	43.5%	(2)
Penalties and Interest	788,466	578,000	578,000	244,649	42.3%	
Other	926,779	894,959	894,959	585,727	65.4%	
Total Ad Valorem Taxes	195,646,766	193,371,264	193,371,264	136,622,278	70.7%	
Other Taxes						
Sales	55,084,708	53,023,227	53,023,227	15,088,562	28.5%	(3)
Real Estate Transfer	2,215,078	1,600,000	1,600,000	1,637,058	102.3%	
Other	847,834	873,000	873,000	217,444	24.9%	
Total Other Taxes	58,147,620	55,496,227	55,496,227	16,943,064	30.5%	
Unrestricted & Restricted Intergovernmental Revenues	70,904,229	65,581,449	71,559,048	18,585,106	26.0%	(4)
Charges for Services	14,618,559	13,422,090	13,422,090	4,985,731	37.1%	(5)
Other Sources (includes Transfers In)	1,658,932	1,184,882	1,335,241	609,480	45.6%	
Lease Land CFVMC	4,313,522	4,313,522	4,313,522	3,766,062	87.3%	
Total Other	5,972,454	5,498,404	5,648,763	4,375,541	77.5%	
<b>Total Revenue</b>	<b>\$ 345,289,628</b>	<b>\$ 333,369,434</b>	<b>\$ 339,497,392</b>	<b>\$ 181,511,721</b>	<b>53.5%</b>	
Fund Balance Appropriation		9,159,873	19,833,891	-	0.0%	
<b>Total Funding Sources</b>	<b>\$ 345,289,628</b>	<b>\$ 342,529,307</b>	<b>\$ 359,331,283</b>	<b>\$ 181,511,721</b>	<b>50.5%</b>	

**County of Cumberland**  
**General Fund Expenditures**

DEPARTMENTS	YTD ACTUAL					PERCENT OF BUDGET TO DATE	**
	FY20-21 AUDITED	FY21-22 ADOPTED BUDGET	FY21-22 REVISED BUDGET	(unaudited) AS OF January 31, 2022			
Governing Body	\$ 612,166	\$ 682,250	\$ 682,250	\$ 354,441		52.0%	
Administration	1,678,886	1,992,345	1,992,345	655,990		32.9%	
Public Affairs/Education	755,572	916,658	916,658	387,068		42.2%	
Human Resources	948,963	1,071,556	1,071,556	318,887		29.8%	(1)
Print, Mail, and Design	732,642	780,535	780,535	344,180		44.1%	
Court Facilities	111,108	144,920	144,920	62,453		43.1%	
Facilities Maintenance	1,209,766	1,158,465	1,177,712	367,188		31.2%	
Landscaping & Grounds	703,267	800,763	800,763	324,482		40.5%	
Carpentry	218,864	217,753	217,753	92,155		42.3%	
Facilities Management	1,471,010	1,556,056	1,556,056	671,907		43.2%	
Public Buildings Janitorial	878,654	965,301	965,301	423,653		43.9%	
Central Maintenance	704,021	675,219	678,830	312,053		46.0%	
Information Services	4,941,563	6,507,246	7,175,248	2,918,084		40.7%	
Board of Elections	1,924,356	1,556,013	1,556,013	361,837		23.3%	(2)
Finance	1,366,775	1,378,438	1,406,949	654,915		46.5%	
Legal	738,493	1,087,181	1,087,181	384,753		35.4%	
Register of Deeds	2,366,080	2,616,316	3,282,082	1,020,051		31.1%	
Tax	5,768,829	6,387,092	6,551,767	2,783,402		42.5%	
General Government Other	7,508,484	4,622,876	8,852,555	5,528,226		62.4%	
Sheriff	46,770,661	58,503,564	59,061,162	21,751,457		36.8%	
Emergency Services	3,979,701	4,190,026	4,299,397	1,898,395		44.2%	
Criminal Justice Pretrial	537,701	691,215	691,215	233,957		33.8%	
Youth Diversion	30,438	36,687	36,687	14,757		40.2%	
Animal Services	3,296,041	3,509,785	3,833,509	1,511,555		39.4%	
Public Safety Other (Medical Examiners, NC Detention Subsidy)	1,303,113	1,369,155	1,369,155	501,946		36.7%	
Health	23,030,559	25,020,602	30,806,721	10,465,818		34.0%	
Mental Health	5,429,603	5,694,167	5,694,167	2,686,478		47.2%	
Social Services	55,098,629	64,644,188	64,755,243	22,555,072		34.8%	
Veteran Services	437,822	547,167	547,167	220,784		40.4%	

**County of Cumberland  
General Fund Expenditures**

DEPARTMENTS	FY20-21 AUDITED	FY21-22 ADOPTED BUDGET	FY21-22 REVISED BUDGET	YTD ACTUAL (unaudited) AS OF January 31, 2022	PERCENT OF BUDGET TO DATE	**
Child Support	5,110,079	5,693,462	5,693,462	2,139,855	37.6%	
Spring Lake Resource Administration	28,155	39,074	39,074	14,764	37.8%	
Library	9,538,364	10,495,183	10,835,000	4,557,543	42.1%	
Culture Recreation Other (Some of the Community Funding)	260,569	260,569	260,569	135,625	52.0%	
Planning	2,968,616	3,489,338	3,564,370	1,524,419	42.8%	
Engineering	409,892	607,937	610,207	280,591	46.0%	
Cooperative Extension	622,080	839,559	842,559	243,978	29.0%	(3)
Location Services	204,386	275,533	202,162	73,360	36.3%	
Soil Conservation	208,202	2,288,939	2,669,781	74,011	2.8%	(4)
Public Utilities	91,456	96,900	96,900	45,037	46.5%	
Economic Physical Development Other	20,000	20,000	20,000	20,000	100.0%	
Industrial Park	17,535	4,332	4,332	2,960	68.3%	
Economic Incentive	632,132	767,447	767,447	28,749	3.7%	(5)
Water and Sewer	179,456	250,000	268,570	49,019	18.3%	(6)
Education	94,876,432	98,053,453	98,053,453	48,156,288	49.1%	
Other Uses:						
Transfers Out	20,391,447	20,024,042	23,412,500	436,491	1.9%	(7)
<b>TOTAL</b>	<b>\$ 310,112,568</b>	<b>\$ 342,529,307</b>	<b>\$ 359,331,283</b>	<b>\$ 137,588,636</b>	<b>38.3%</b>	

Expenditures by Category	FY20-21 UNAUDITED	FY20-21 ADOPTED BUDGET	FY20-21 REVISED BUDGET	YTD ACTUAL (unaudited) AS OF January 31, 2022	PERCENT OF BUDGET TO DATE	
Personnel Expenditures	\$ 134,059,243	\$ 154,487,473	\$ 158,665,023	\$ 64,666,597	40.8%	
Operating Expenditures	153,904,488	164,954,413	173,731,642	72,232,355	41.6%	
Capital Outlay	1,757,391	3,063,379	3,522,118	253,193	7.2%	(8)
Transfers To Other Funds	20,391,446	20,024,042	23,412,500	436,491	1.9%	(7)
<b>TOTAL</b>	<b>\$ 310,112,568</b>	<b>\$ 342,529,307</b>	<b>\$ 359,331,283</b>	<b>\$ 137,588,636</b>	<b>38.3%</b>	

## COUNTY OF CUMBERLAND

Fiscal Year 2022 - December Year-to-Date Actuals (Report Run Date: January 31, 2022)

### Additional Detail

#### General Fund Revenues

\*

- (1) **Current Year Ad Valorem 74.1%** - The bulk of revenues are typically recorded between November - January.
- (2) **Motor Vehicles 43.5%** - YTD Actual reflects 5 months of collections.
- (3) **Sales Tax 28.5%** - YTD actual reflects 3 months of collections. There is a three month lag. Collections for the fiscal year are first recorded in October.
- (4) **Unrestricted/Restricted Intergovernmental 26.0%** - There is typically a one to two month lag in receipt of this funding.
- (5) **Charges for Services 37.1%** - The largest component of charges for services is revenue from the Board of Ed for security at 22% of budget. Only 6% of that revenue has been billed/collected to date.

#### General Fund Expenditures

\*\*

- (1) **Human Resources 29.8%** - Personnel costs are low as a result of vacancies in the department.
- (2) **Board of Elections 23.3%** - Municipal election expenses came in lower than anticipated as compared to budget.
- (3) **Cooperative Extension 29.0%** - Contracted services costs are low as a result of vacancies in positions split with NC State University.
- (4) **Soil Conservation 2.8%** - Approximately \$2.1M in USDA Grant funds were budgeted and are unexpended.
- (5) **Economic Incentive 3.7%** - Economic incentives are paid when the company complies.
- (6) **Water and Sewer 18.3%** - Expenditures are in line with past fiscal year trends at this point in the fiscal year.
- (7) **Transfers Out 1.9%** - Transfers are often prepared toward the end of the fiscal year.
- (8) **Capital Outlay 7.2%** - Most of these capital items are typically purchased in the second and third quarters of the fiscal year.



## **COMMUNITY DEVELOPMENT**

### **MEMORANDUM FOR THE AGENDA OF THE MARCH 10, 2022 AGENDA SESSION**

**TO: BOARD OF COUNTY COMMISSIONERS**

**FROM: DEE TAYLOR, DIRECTOR OF COMMUNITY DEVELOPMENT**

**DATE: 2/28/2022**

**SUBJECT: COMMUNITY DEVELOPMENT BLOCK GRANT - DISASTER  
RECOVERY (CDBG-DR) UPDATE**

**Requested by: AMY H. CANNON, COUNTY MANAGER**

**Presenter(s): COMMUNITY DEVELOPMENT STAFF**

#### **BACKGROUND**

Cumberland County, in partnership with the North Carolina Office of Recovery & Resiliency (NCORR), is implementing a Multifamily Rental Housing activity funded through the Community Development Block Grant Disaster Recovery Program. The attached report is an update on the status of the activity (Robin's Meadow Permanent Supportive Housing) undertaken by Cumberland County.

#### **RECOMMENDATION / PROPOSED ACTION**

No action is needed. This item is provided for informational purposes only.

#### **ATTACHMENTS:**

Description	Type
Cumberland County Disaster Recovery Programs Update	Backup Material

**CUMBERLAND COUNTY DISASTER RECOVERY PROGRAMS UPDATE**  
**FOR THE MARCH 10, 2022**  
**BOARD OF COMMISSIONERS' AGENDA SESSION**

Status as of February 28, 2022

Milestones/Activities (beginning with the most recent activity):

- Recent information from the Producer Price Index showed construction pricing trends moving in a favorable direction up until December 2021 and then began increasing. There still appears to be a backlog in building materials. The Price Index will continue to be monitored to estimate the best time to reissue the Invitation to Bid.
- NCORR will be amending the current Subrecipient Agreement to extend the project deadline.
- The plan was to issue an Invitation for Bid (IFB) by the end of December 2021. The latest Producer Price Index of Building Materials and Supplies is still showing very little improvement;
- Cumberland County Community Development (CCCD) had issued the Invitation for Bid (IFB) for the construction of the Robin's Meadow Permanent Housing Program. The bids from contractors were due by June 17, 2021. No bids were received. An IFB was reissued with a deadline of July 27, 2021. However, due to the low attendance at the pre-bid meeting and concerns of the fluctuation of price in construction, the IFB was cancelled. CCCD Director and the Wooten Company had expressed concerns to the State, during a recent conference call, regarding the challenges of obtaining bids and meeting the funding obligation by August 2021. The CCCD Director requested the State to amend the funding obligation date in the subrecipient agreement. The request is currently under review;
- The City of Fayetteville completed the final commercial review of the project. Within the next week, Cumberland County Community Development will post the invitation for bids for the construction of the project;
- On April 15, 2021, a virtual meeting was held between Tracey Colores (NCORR), Dee Taylor (CCCD), and Devon Newton (CCCD). Tracey provided an update on the status of the request for additional funds to support the project. NCORR is planning to provide additional funding. The additional funds requested by CCCD will only be eligible for construction activities. There were challenges with obtaining additional funding to assist with supportive services. The official letter and amended sub recipient agreement from NCORR is forthcoming. An updated Project Information Form will also need to be submitted;
- The Wooten Company submitted an updated project schedule. It is anticipated that construction will be completed June 2022;
- NCORR completed its review of the construction project manual;
- The construction project manual prepared by The Wooten Company was sent to NCORR for review. Invitation to Bid for the construction of the project are expected to be posted within the next month pending the City of Fayetteville's final commercial review and NCORR's final review of the construction project manual;
- NCORR held a technical assistance session with Community Development Staff (Sylvia McLean and Dee Taylor) on December 16, 2020 to ensure Community Development is carrying out the requirements of the agreement and the CDBG-DR program. NCORR staff included Dan Blaisdell, Bill Blankenship, Joe Brook, Mary Glasscock, Tracey Colores, and Kristina Cruz;



- A letter (dated July 28, 2020) was sent to NCORR requesting additional CDBG-DR funds in the amount of \$1,000,000 to cover construction and supportive services. A follow-up was made with NCORR regarding the status of the request and Community Development had to submit a revised letter (dated October 21, 2020) to clarify the amount requested. Community Development is still waiting to receive a response from NCORR regarding the status of the request;
- The Wooten Company submitted a revised project schedule. Community Development submitted a request to NCORR to extend the deadline to obligate funds to March 9, 2021;
- Robins Meadow Permanent Supportive Housing Project/Community Recovery Infrastructure - A/E Services – The Wooten Company is providing construction administration services and completing the construction document phase. The firm had submitted documents to City of Fayetteville Technical Review Committee and Engineering Review Committee to complete the final review process;
- DRA-17 & HMGP Projects – County completed acquisition and demolition of 10 properties;
- Robins Meadow Permanent Supportive Housing Project/Community Recovery Infrastructure – received project specific award letter January 23, 2020; and
- NCORR executed SRA with County December 17, 2019.

Current Staffing:

- State POC: John Ebbighausen – Director of Disaster Recovery Programs, NC Office of Recovery & Resiliency (NCORR); Mary Glasscock; Infrastructure Manager (NCORR); and Tracey Colores
- Cumberland County:
  - Sylvia McLean, P.T. Community Development (CD) Consultant