Policy

Ø

Consent

Policy

X

Departmental Concurrence

SUBMITTAL TO THE BOARD OF SUPERVISORS COUNTY OF RIVERSIDE, STATE OF CALIFORNIA



FROM: Stanley L. Sniff Jr., Sheriff-Coroner-PA

12/09/11

SUBJECT: Memorandum of Agreement between the Sheriff, Riverside County Regional Medical Center-Detention Health Services (RCRMC-DHS), and Riverside County Department of Mental Health-Detention Mental Health Services (DMH) regarding Adult-Detention Healthcare.

RECOMMENDED MOTION: Move that the Board of Supervisors receive and file the Memorandum of Agreement between the Sheriff, Riverside County Regional Medical Center-Detention Health Services (RCRMC-DHS), and Riverside County Department of Mental Health-Detention Mental Health Services (DMH) regarding Adult-Detention Healthcare.

BACKGROUND: The Riverside County Sheriff is responsible for ensuring basic and emergency medical, dental, and mental health care is provided to inmates in custody at all jails under the Sheriff's control in accordance U.S. Constitution, California Penal Code §6030, and Title 15 California Code of Regulations, Article 11 §1200.

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In Current Year Budget: NA Yes

Stan Saiff, Sheriff-Coroner-PA

FINANCIAL **Current F.Y. Net County Cost**: NA **Budget Adjustment:** No For Fiscal Year: **Annual Net County Cost:** \$ 0 FY 2011-12

BR 12-050 vices (DARR) regardade Adatt-Dec

Deleted Per A-30 Requires 4/5 Vote

C.E.O. RECOMMENDATION:

APPROVE Robert Tremaine

County Executive Office Signature

ratendon Haskin Sandoas

MINUTES OF THE BOARD OF SUPERVISORS

On motion of Supervisor Buster, seconded by Supervisor Tavaglione and duly carried, IT WAS ORDERED that the above matter is approved as recommended.

Ayes: Buster, Tavaglione and Benoit Nays:

None

Absent: Stone and Ashley December 20, 2011 Date:

Sheriff, RCRMC, Mental Health XC:

Kecia Harper-Ihem Clerk of the Board

Positions To Be

Jep't Recomm.

ပွဲ Exec.

Prev. Agn. Ref.:

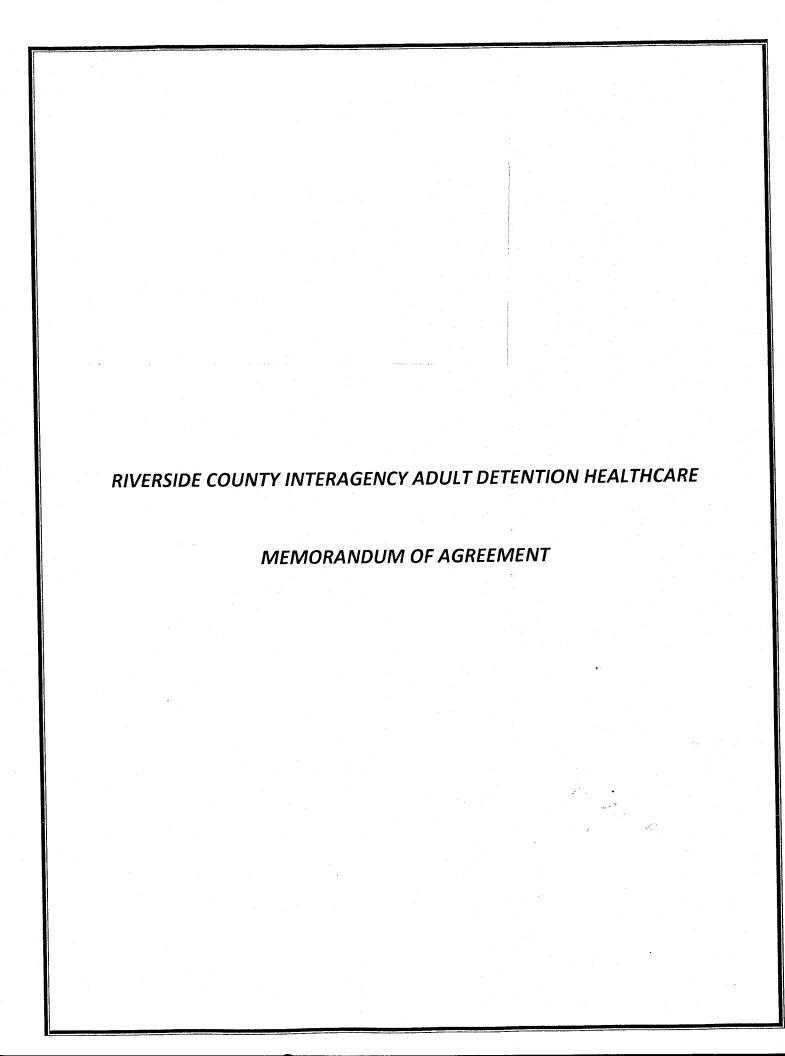
District: All

Agenda Number:

Memorandum of Agreement between the Sheriff, Riverside County Regional Medical Center-Detention Health Services (RCRMC-DHS), and Riverside County Department of Mental Health-Detention Mental Health Services (DMH) regarding Adult-Detention Healthcare BR 11-050 Page 2

In fiscal year 1987-1988, budget appropriations and staff positions for jail medical services were transferred from the Sheriff's Department to the County of Riverside Health Services Agency – Riverside General Hospital. Funding for jail mental health services has always been under Riverside County Department of Mental Health. This resulted in the Sheriff having legal responsibility for jail healthcare without practical authority for its provision.

The accompanying Memorandum of Agreement provides the mechanism and defines the roles and responsibilities through which these agencies will work together to accomplish the mutual goal of providing basic and emergency medical, dental, and mental health services to all inmates detained or incarcerated in our jails.



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1.0 PURPOSE

The Riverside County Sheriff's Department (RSD), in cooperation with the Riverside County Regional Medical Center–Detention Health Services (DHS), and the Riverside County Department of Mental Health–Detention Mental Health Services (DMH) enter into this interagency Memorandum of Agreement. This Agreement provides the mechanism, and defines the roles and responsibilities, through which these agencies will work together to accomplish the mutual goal of providing basic and emergency medical, dental, and mental health services within the RSD correctional facilities.

Jail healthcare services under this agreement are inclusive of medical, dental, and mental health care services. The RSD maintains statutory and constitutional responsibility to ensure provisions of emergency and basic healthcare services are provided to all inmates detained or incarcerated in RSD correctional facilities.

Adequate jail healthcare services contribute to the efficiency of correctional facility functions, and the protection of inmates, jail staff, and the community. Adequate healthcare services also prevent the spread of diseases within the jails and community.

This Agreement is intended to define the respective responsibilities between RSD, DHS, and DMH relative to providing medical, dental, and mental health services in RSD correctional facilities. The Riverside County Sheriff's Department, the Riverside County Regional Medical Center—Detention Health Services, and the Riverside County Department of Mental Health—Detention Mental Health Services agree to the following definitions, roles, responsibilities, and accompanying terms and conditions, which will be effective immediately and remain in effect until terminated or modified as defined in section 2.0 of this Agreement. The RSD, DHS, and DMH will review and update this Agreement annually. Any update or modification to this agreement will be done in accordance with section 2.0 of this Agreement.

2.0 TERMINATION OR MODIFICATION OF AGREEMENT

This Agreement shall be effective upon execution by signature of the Sheriff of Riverside County, the Chief Executive Officer of Riverside County Regional Medical Center, and the Director of the Riverside County Department of Mental Health or their respective designees and shall remain in effect unless terminated. This Agreement can be terminated by approval of the Board of Supervisors only. Any party desiring to terminate this Agreement must give 180-day notice to the other parties and must bring the matter

before the Board of Supervisors for approval. Modifications or amendments to this Agreement shall be in writing and upon mutual agreement by each party, brought to the Board of Supervisors for approval.

3.0 AGENCY REPRESENTATIVES

The following agency representatives will serve as the primary point of contacts as it relates to accomplishing the terms of this Agreement. These representatives also meet the required roles and responsibilities necessary for the delivery of jail healthcare services, as defined in Title 15 CCR 1006 and 1200.

Facility/System Administrator	Chief Deputy Sheriff – Corrections Operations Division Chief
Health Authority	RCRMC Asst. Hospital Administrator – DHS Health Services Administrator
Responsible Physician	RCRMC/DHS Chief Detention Medical Director
Mental Health Director	Detention Mental Health Services Manager
Local Health Officer	County Public Health Officer, Director of Riverside County Community Health Agency

In addition to the representatives listed in the above chart, the RSD designated Healthcare Services Manager will monitor the delivery of jail healthcare services for compliance with the terms of this Agreement. The RSD Corrections Planning/Headcount Management Unit (HMU) lieutenant will be the designated RSD Healthcare Services Manager.

All parties to this Agreement mutually agree that RSD has statutory responsibility for ensuring basic and emergency healthcare is provided in its jail system, and as such, RSD is the "customer" in this Agreement and DHS and DMH are the services providers.

4.0 **DEFINITIONS**

"Administering Medication," as it relates to managing legally obtained drugs, means the act by which a single dose of medication is given to a patient. The single dose of medication may be taken either from stock (un-dispensed), or dispensed supplies.

"Annual statistical reports" is the same as "health service audits."

"Chief Detention Medical Director" is the physician designated by DHS as the medical director for adult detention. This person as it relates to this Agreement is the "responsible physician" and "medical director" as defined in Title 15 CCR.

"County Health Officer" means the same as "Local Health Officer."

"Delivering Medication," as it relates to managing legally obtained drugs, means the act of providing one or more doses of a prescribed and dispensed medication to a patient.

"Detoxification" means the medical process for long-term treatment, while "sobering up" or "drying out" is the shorter-term activity.

"Developmentally disabled" – Title 15 CCR 1006 defines developmentally disabled to mean, "those persons who have a disability which originates before an individual attains age 18, continues, or can be expected to continue indefinitely, and constitutes a substantial disability for that individual. This term includes mental retardation, cerebral palsy, epilepsy, and autism, as well as disabling conditions found to be closely related to mental retardation or to require treatment similar to that required for mentally retarded individuals."

"Dispensing," as it relates to managing legally obtained drugs, means the interpretation of the prescription order, the preparation, repackaging, and labeling of the drug based upon a prescription from a physician, dentist, or other prescriber authorized by law.

"Facility Administrator" is a Title 15 CCR reference meaning the sheriff, chief of police, chief probation officer, or other official charged by law with the administration of a local detention facility/system. The "Facility Administrator" as it relates to this Agreement will be the Corrections Operations Division Chief as appointed by the Sheriff.

"Health Authority" is a Title 15 CCR reference meaning that individual or agency that is designated with responsibility for health care policy pursuant to a written agreement, contract or job description. The health authority may be a licensed physician, an individual or a health agency. In those instances where medical and mental health services are provided by separate entities, decisions regarding mental health services will be made in cooperation with the mental health director. When this authority is other than a physician, final clinical decisions rest with a single designated responsible physician. (See Title 15 CCR 1006)

1	"Healthcare" means the system of providing medical, dental, and mental health services.
2	"Healthcare staff" is inclusive of medical, dental, and mental health staff.
3	
4	"Health service audits" means a system for conducting internal quality assurance reviews
5	that identify service inconsistencies and other problems; statistical summaries that
6	outline the services delivered; and, a mechanism for correcting identified deficiencies.
7	
8	"Health Service Administrator" is the RCRMC Assistant Hospital Administrator for adult
9	detention health services. This person serves as the RSD jail system's "Health Authority,"
10	as defined in Title 15 CCR 1006, and according to Corrections Standards Authority
11	guidelines for Title 15 CCR 1200 is the individual responsible for developing and/or
12	managing healthcare services for a local detention facility or system.
13	
14	"Jail healthcare services" will mean the administration, management, and delivery of
15	system-wide medical, dental, and mental health services.
16	
17	"Local Health Officer" means that licensed physician who is appointed pursuant to Health
18	and Safety Code 101000 to carry out duly authorized orders and statutes related to public
19	health within their jurisdiction. As it relates to this Agreement, the "local health officer" is
20	the Riverside County Public Health Officer (Director, Community Health Agency).
21	
22	"Medical Director" will mean the same as "responsible physician" as defined in Title 15
23	CCR 1006.
24	
25	"Mental Health Director" - Title 15 CCR 1006 defines mental health director as "that
26	individual who is designated by contract, written agreement or job description, to have
27	administrative responsibility for the facility or system mental health program." The
28	Corrections Standards Authority guideline for Title 15 CCR 1209 explains that the mental
29	health director is "not necessarily the county mental health director." The Mental Health
30	Director may deligate the Mental Health Service Manager to fulfil this role.
31	
32	"Mental health service audits" means a system for conducting internal quality assurance
33	reviews that identify service inconsistencies and other problems; statistical summaries
34	which outline the services delivered; and, a mechanism for correcting identified
35	deficiencies.
36	

"Mid-level practitioners" means Physician Assistants or Nurse Practitioners.

"Responsible Physician" is the final arbiter of clinical medical decisions and provides primary care as defined in Corrections Standards Authority guidelines for Title 15 CCR. As it relates to this Agreement, the Chief Detention Medical Director fulfills the responsibilities of the "Responsible Physician."

"RSD Healthcare Services Manager" is a lieutenant who is responsible for oversight of this Agreement and is responsible to the Corrections Operations Division Chief.

5.0 ROLES AND RESPONSIBILITIES (Title 15 CCR 1200)

5.1 Sheriff's Department

The RSD will continue to have the statutory and constitutional responsibility to insure provisions of emergency and basic healthcare services are provided to all inmates detained or incarcerated in RSD correctional facilities and will follow Title 15 CCR and the latest guidelines published by the Corrections Standards Authority for Title 15 CCR. The RSD will provide healthcare staff with the necessary access to inmates to promote the provisions of required healthcare services to the inmate population.

The RSD will provide a safe and secure environment for all staff and inmates. Staff safety is an utmost priority for RSD; however, DHS and DMH acknowledge that correctional facilities can be inherently dangerous environments to work in and RSD cannot guarantee absolute personal safety of any employee or person inside any RSD correctional facility. DHS and DMH acknowledge that per RSD Corrections Policy 502.05, RSD will not permit inmates or others to use hostages to escape from custody.

The RSD will provide staff to facilitate the movement of inmates and will provide for the security of healthcare staff during the delivery of healthcare services to inmates within any RSD correctional facility. RSD corrections staff will be available as needed to accompany healthcare staff into sheltered care housing units or other designated medical or mental health housing for observation and treatment of inmates, and will accompany nursing staff during general dispensing of medication ("pill call") in the housing units. RSD correctional staff will be available immediately for emergencies.

The RSD will designate a lieutenant to serve as the RSD Healthcare Services Manager to oversee the delivery of jail health care services provided by DHS and DMH. The RSD Healthcare Services Manager will report to the RSD Corrections Operations Division Chief (Facility/System Administrator). The RSD Healthcare Services Manager serves as a liaison between the RSD Facility/System Administrator, the Health Service Administrator, and the Mental Health Service Manager for purposes of overseeing and managing this Agreement, healthcare issues, preparation for inspections, policy and procedure reviews, and general resolution of problems related to healthcare services.

Each RSD jail commander will designate a lieutenant to serve as the facility-specific liaison. This liaison will be the point of contact to resolve issues that affect their respective facilities. The facility liaisons will be responsible for keeping the RSD Health Services Manager informed of issues that may affect their facilities or other facilities.

5.2 Detention Health Services

Detention Health Services is the primary care provider for inmate medical and dental care. Detention Health Services will provide healthcare that is consistent with the "community standard." The community standard is defined as care that the average person in the community has access to through established and accepted medical practices and procedures. Medical and dental healthcare services will meet all requirements specified in the current Title 15 CCR and will follow the current Title 15 CCR guidelines, pertaining to Medical and Mental Health, Sanitation, and Nutrition Standards, as published by the California Standards Authority (CSA).

Riverside County Regional Medical Center will employ an administrator to serve as the medical Health Service Administrator, who will be the designated health authority, as defined by Title 15 CCR 1006 and the CSA guidelines for Title 15 CCR 1200. He or she is responsible for developing and managing jail medical and dental services.

Due to the magnitude and complexity of the RSD jail system, the Health Service Administrator or designee will be available to provide 24-hour oversight of RSD medical and dental services in RSD correctional facilities. DHS will provide the RSD Health Services Manager with the designee's contact information.

Riverside County Regional Medical Center will employ a licensed physician designated as the Chief Detention Medical Director. The Chief Detention Medical Director is the responsible physician and final arbiter of clinical medical decisions and provides primary care as defined in Title 15 CCR.

Due to the magnitude and complexity of the RSD jail system, the Chief Detention Medical Director will be a full-time position specifically designated to oversee medical services in RSD correctional facilities. He or she will not have any other periphery RCRMC or other non-sheriff inmate healthcare responsibilities, unless mutually agreed upon by the RSD and RCRMC.

The Chief Detention Medical Director, or designee will provide for 24-hour on-call medical direction for all DHS staff, or for RSD personnel in the absence of medical staff at all jail facilities. The Chief Detention Medical Director will review and approve all recommendations for inmate hospitalization, except for emergency situations, and will review all admissions arising from emergency circumstances with 72 hours.

The Chief Detention Medical Director, or designee, will also participate in all inmate death reviews. He or she shall provide medical record input and analysis of any care/treatment given to the inmate while in custody. He or she will also participate in after-action discussions related to inmate deaths.

The Chief Detention Medical Director will also track and respond to court orders related to inmate medical service issues and keep the RSD informed as to the receipt thereof and as to the response provided the courts. These matters will be coordinated through the Jail Commander or his or her designee.

Detention Health Services will employ and/or contract with a lincensed dentist to provide dental care services to inmates for emergency dental care and medically required dental care. Medically required dental care includes a dental problem which interferes with general health of the inmate or for dental care referred by medical personnel. The DHS dental care practititioner will be the final arbiter of clinical dental decisions.

Detention Health Services will employ or contract other professional staff including, but not limited to, physicians, mid-level practitioners, registered nurses,

licensed vocational nurses, dentists, pharmacists, and ancillary support staff to support the needs of the inmate population.

Detention Health Services will provide staffing levels in all RSD correctional facilities that meet the staffing patterns and levels listed in Attachment A. As indicated in Section 2.0 Termination or Modification of Agreement, in the event RCRMC is unable to provide service levels and staffing coverage as listed in Attachement A, RCRMC will give notice to RSD and the matter will be brought before the Board of Supervisors.

Work schedules for DHS staff will be established by the DHS Health Service Administrator, or his or her designee. The facility nursing supervisor will immediately notify the jail watch commander anytime the DHS staffing levels listed in Attachment A are unable to be met. The jail commander will notify the Health Services Administrator of the staffing deficiency, and the Health Service Administrator will take immediate and necessary action to provide the required staffing described in Attachment A of this Agreement.

On an annual basis, RSD and DHS agree to meet and review RSD's annual bookings and RSD's rated inmate capacity to determine the staffing levels required to provide adequate basic and emergency medical and dental services.

Detention Health Services will document statistical data utilizing the RSD's Jail Information Management System (Inmate Health Services and Special Needs menus) as described in section 8.2 of this Agreement.

Detention Health Services will provide basic inmate medical and dental care and ancillary services. These will include, but not be limited to, episodic medical, nursing, pharmacy, dental, radiological testing and laboratory services, specialty clinic care, inpatient hospital care, dialysis care, emergency medical care, daily inmate "sick call," "pill call," detoxification treatment, infectious disease services, monitoring inmates in safety cells and restraint chairs, maternity care, inmate health education programs as needed, post-release medication program, medical health records management, and health service audits. Inmates' requests for routine services will be triaged by a registered nurse daily, and receive treatment within five calendar days of the request. Urgent requests will be handled the same day. Emergent requests will be handled immediately, which may include sending

inmates to the Emergency Department at RCRMC or requesting paramedic response.

Detention Health Services will strive to provide as much inmate health care and treatment on-site as is safe and ethically possible. DHS will strive to avoid the unnecessary need for inmates to be removed from a secured jail and transported to outside medical facilities, and will limit physician referrals by the nursing staff within all RSD jails. Physicians and mid-level practitioners will use professional judgement to determine the level of wound care and suturing to be performed in the jails.

 Detention Health Services will evaluate the baseline medical health care needs of each inmate admitted into RSD correctional facilities and refer mental health care needs to DMH, when notified by RSD corrections staff, at the time of booking. Detention Health Services' goal is to identify medical issues upon intake, prevent deterioration of the condition(s) of injury/illness present at the time the inmate is admitted into custody, and/or the treatment of injuries/illnesses arising during the period of detention.

Detention Health Services will evaluate and assess the medical care needs, and refer to DMH any mental health issues, of each inmate placed in a restraint chair, sobering cell, or safety cell, in accordance to all requirements specified in RSD Corrections Division policies 503.07, 504.05, and 504.24 and as specified in the current edition Title 15 CCR.

Detention Health Services will bear responsibility for all financial costs associated with the delivery of medical and dental care to inmates in RSD custody. Detention Health Services will not bear financial responsibility for "okay to book" evaluations conducted at a hospital. That responsibility will be on the arrestee and the hospital that provided the medical services. RCRMC will not bear any financial costs or responsibility for RSD inmates at any time.

Detention Health Services will provide budget disclosure to RSD regarding adult detention health services costs as described in section 9.1 of this Agreement. This disclosure may entail budget information for past or present fiscal years or future budget projections upon request of RSD.

The Detention Health Services Administrator, or designee, will provide the RSD Healthcare Services Manager a complete roster, and updates as necessary, of all DHS staff assigned to RSD correctional facilities. The roster will include the staff member's name, county job title, full-time or part-time (per diem), and name of the facility assigned to work at. The Detention Health Services Administrator will also provide a complete roster, and updates as necessary, to each jail commander that lists DHS staff assigned to that commander's facility.

5.3 Detention Mental Health Services

Detention Mental Health Services is the primary care provider for inmate mental healthcare. Detention Mental Health Services will provide mental health care that is consistent with the "community standard." The community standard is defined as care that the average person in the community has access to through established and accepted mental health care practices and procedures. Mental health care services will meet all requirements specified in the current Title 15 CCR and will follow the current Title 15 CCR guidelines, pertaining to Medical and Mental Health, Sanitation, and Nutrition Standards, as published by the California Standards Authority (CSA). Detention Mental Health Services commits to meeting the IMQ recommendations identified in the IMQ consultative report dated May 2–5, 2011.

Detention Mental Health Services will employ a Mental Health Services Manager, who will be the designated Mental Health Director as defined in Title 15 CCR 1006 and in CSA guidelines for Title 15 CCR 1200. He or she is responsible for developing, managing, and assuring quality and accessible outpatient mental health care services provided to inmates. The Mental Health Services Manager will also participate in all inmate death reviews. He or she shall provide mental health record input and analysis of any care/treatment given to the inmate while in custody. He or she will also participate in after-action discussion regarding inmate deaths. The psychiatrist overseeing jail mental health services will also attend and participate in inmate death reviews as needed, or as requested by RSD.

Due to the magnitude and complexity of the RSD jail system, the Mental Health Services Manager or designee will be available to provide 24-hour oversight of Detention Mental Health Services in RSD correctional facilities. DMH will provide the RSD Health Services Manager with the designee's contact information.

The Mental Health Services Manager will also track and respond to court orders related to mental health service issues and keep the RSD informed as to the receipt thereof and as to the response provided the courts. These matters will be coordinated through the Jail Commander or his or her designee.

Department of Mental Health will employ or contract other licensed professional staff including, but not limited to, psychiatrists, psychiatric registered nurses, clinical therapists, and other clinicians, technicians, interns, and ancillary support staff to support the needs of the inmate population. Detention Mental Health Services will provide 24-hour on-call psychiatric medical doctor coverage.

Detention Mental Health Services will provide staffing levels in all RSD correctional facilities that meet the staffing listed in Attachment A. As indicated in Section 2.0 Termination or Modification of Agreement, in the event DMH is unable to provide service levels and staffing coverage as listed in Attachement A, DMH will give notice to RSD and the matter will be brought before the Board of Supervisors.

Work schedules for DMH staff will be established by the Mental Health Service Manager, or his or her designee. The facility's mental health supervisor will immediately notify the jail watch commander anytime DMH staffing levels listed in Attachment "A" are unable to be met. The jail commander will notify the Mental Health Services Manager of the staffing deficiency, and the Mental Health Service Program Manager will take immediate and necessary action to provide the required staffing described in Attachment A of this Agreement.

On an annual basis, RSD and DMH agree to meet and review RSD's annual bookings and RSD's rated inmate capacity to determine the staffing levels required to provide adequate basic and emergency mental health services.

Detention Mental Health Services will document statistical data utilizing the RSD's Jail Information Management System (Inmate Health Services and Special Needs menus) as described in section 8.2 of this Agreement.

Detention Mental Health Services will provide a broad scope of detention mental health care and ancillary services. These will include, but not be limited to, the screening, referral and care of mentally disordered inmates, providing on-site psychiatric and clinical services at each RSD correctional facility, referrals to outpatient mental health treatment services, evaluation and treatment of inmates

held in safety cells or in restraint chairs, crisis intervention response and treatment, referral of mentally disorder inmates to appropriate treatment facility pursuant to Penal Code 4011.6, discharge aftercare planning, mental health records management, and health service audits.

Inmate referrals and requests for services will be triaged daily within twenty-four hours by a qualified mental health practitioner, and receive treatment within three calendar days of the referral or request. Urgent requests will be handled immediately.

Detention Mental Health Services will evaluate and assess the mental health care needs of each inmate placed in a restraint chair, sobering cell, or safety cell in accordance to all requirements specified in RSD's Corrections Division policies 503.07, 504.05, and 504.24 and as specified in the current Title 15 CCR.

Detention Mental Health Services county budget will bear responsibility for all financial costs associated with the delivery of mental health care to inmates in RSD custody.

Detention Mental Health Services will provide budget disclosure to RSD regarding adult detention mental health services costs as described in section 9.1 of this Agreement. This disclosure may entail budget information for past or present fiscal years or future budget projections upon request of RSD.

The Detention Mental Health Services Manager will provide the RSD Healthcare Services Manager a complete roster, and updates as necessary, of all DMH staff assigned to RSD correctional facilities. The roster will include the staff member's name, county job title, full-time or part-time (per diem), and name the facility assigned to work at. The Detention Mental Health Services Manager will also provide a complete roster, and updates as necessary, to each jail commander that lists DMH staff assigned to that commander's facility.

6.0 <u>AUTONOMY</u>

Healthcare staff will have autonomy from the RSD in regards to diagnosis of illness/injury and development of medical, dental, or mental health treatment plans. Medical, dental, and mental health matters involving clinical judgments are the sole province of the Chief Detention Medical Director, dentist, and psychiatrist respectively. Healthcare staff will

make recommendations to the RSD regarding housing and safety precautions when
necessary. Except for security concerns as addressed in the "Conflict Resolution" section
10.0, RSD in collaboration with DHS and/or DMH, will make the final determination as to
the assignment of an inmate to sheltered care housing.

Healthcare staff providing direct and ongoing inmate health care is prohibited from performing forensic medical services, including drawing of blood alcohol samples, body cavity searches, and other functions for the purpose of prosecution.

7.0 SCOPE OF HEALTHCARE SERVICES—TITLE 15 REQUIREMENTS

7.1 Reports and Audits (Title 15 CCR 1202)

The Health Service Administrator and the Mental Health Services Manager, respectively, will maintain a written plan for quarterly health services audits and annual statistical reports of healthcare and pharmaceutical services that are provided. The Chief Detention Medical Director will also maintain a mechanism to ensure that the quality and adequacy of healthcare services are assessed annually. The plan will include a means for the correction of identified deficiencies of the health care and pharmaceutical services delivered. Based on information from these health service audits, the Health Service Administrator and the Mental Health Services Manager, respectively, will provide the RSD Health Services Manager with quarterly audit reports and an annual written report on healthcare and pharmaceutical services delivered. Quarterly and annual statistical reports will include the following:

Detention Health Services

The number of sick call/clinic encounters by nursing staff

• The number of sick call/clinic encounters by physician

• The number of sick call/clinic encounters by physician assistant or nurse practitioner

• Average response time to inmate health care requests

• The number of intake health screenings completed

The number of food service worker screenings completed

• The number and type of laboratory tests performed

Recap of pharmacy services rendered

• Types and numbers of communicable diseases diagnosed

Recap of how many inmates requiring shelter housing

The number of emergency room visits

The number and type of specialty clinic services completed

The number and type of diagnostic services (lab, x-ray, EKG, etc)

. 1	Profile of hospital admissions
2	 Recap of dental services provided
3	 Budget expenses spent on medication during the previous quarter
4	 Budget expenses spent of psychotropic medication during the previous
5	quarter
6	The number of ambulance transports
7 8	Detention Mental Health Services
9	Detention Mental nearth Services
10	 Average response time to inmate mental health care requests
11	 The number of mental health safety cell evaluations/assessments
12	completed
13	Number of psychiatrist encounters
14	Number of mental health clinical encounters
15	 Recap of how many inmates requiring mental health shelter housing
16	 Number of mental health shelter housing encounters
17	
18	7.2 Healthcare Staff Qualifications (Title 15 CCR 1203)
19	
20	State and local licensure and certification requirements and restrictions apply to
21	DHS and DMH staff working in RSD jail facilities the same as to those working in
22	the community.
23	
24	The task of verifying the validity of licenses and/or certificates is the responsibility
25	of the Health Service Administrator and the Mental Health Services Manager. They
26	will utilize County Human Resources to verify and validate licences and/or
27	certificates. The Health Service Administrator and the Mental Health Services
28	Manager will maintain written policies and procedures for verification. These
29	policies and procedures will require: that the license be presented to the health
30	authority for inspection; that it be reviewed, verified and recorded; that special
31	note be made of the requirements for renewal; and that a schedule is set up for
32	the appropriate periodic inspection. This information, along with a copy of the
33	licensing or certification credentials, is to be kept on file at a central location
34	where they are available for review.
35	The state of the s
36	In the x-ray room, the Health Services Administrator is required to have the x-ray
37	equipment inspected and registered as required by the California Department of
38	Health Services (Title 17, Public Health Division 1, State Dept of Health Services, Ch 5, Sanitation
39	[Environmental]).
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7.3 Healthcare Staff Procedures (Title 15 CCR 1204)

Medical care performed by personnel other than a physician will be performed pursuant to written protocol or order of the Chief Detention Medical Director. The Chief Detention Medical Director must maintain standardized protocols for healthcare staff to provide specific treatment.

The Chief Detention Medical Director will maintain standardized nursing protocols (SNP). The Chief Detention Medical Director will review and update these procedures at least once annually. The Health Service Administrator, in cooperation with the Chief Detention Medical Director, will ensure nursing staff is properly trained to utilize standardize protocols. Detention Health Services will provide a current copy of the SNPs to the RSD Healthcare Services Manager.

The Health Service Administrator and Chief Detention Medical Director will work closely with the RSD Health Services Manager and facility commanders to clarify any role that RSD staff may have in health care service delivery.

Since a physician will not be on duty in the RSD jail facilities 24 hours a day, seven days a week, DHS and DMH agree that standardized protocols and direct orders will be a crucial part of health care service delivery. Every effort should be made to ensure that practice and procedure are consistent with accepted medical and mental health professional standards and that medical and mental health services are provided to full scope of practice.

7.4 Medical/Mental Healthcare Records (Title 15 CCR 1205)

The Health Service Administrator and the Mental Health Services Manager will ensure each inmate's medical, dental, and/or mental health record will be maintained separate from custody records and will be kept locked and secure from routine traffic. Under no circumstances will inmates be used for recording keeping or allowed access to healthcare records of other inmates. Healthcare records will be based on CSA guidelines for Title 15 CCR 1205. Archival of medical, dental, and mental health records of inmates who are no longer in custody will be the responsibility of DHS and DMH respectively.

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7.5 Healthcare Procedures Manual (Title 15 CCR 1206)

The Health Service Administrator and the Mental Health Services Manager, in cooperation with the RSD Health Services Manager, will maintain, respectively, the policy and procedure manuals that meet CCR, Title 15 regulations and guidelines. The Health Services Administrator, Mental Health Service Manager, and RSD will coordinate with each other to ensure RSD policies and procedures, DHS and DMH protocols, and DHS and DMH policies and procedures will be in agreement and compatible with each other's. RSD, DHS, and DMH written policies will cross-reference each other's policies.

The Health Service Administrator and the Mental Health Services Manager are responsible to ensure their respective healthcare manuals are reviewed and updated at least annually.

RSD, DHS, and DMH agree to provide each other with current copies of their respective policy and procedure manual. The RSD will provide DHS and DMH with copies of their Corrections Division policies and procedure applicable to medical and mental health services, fraternization, and staff conduct only. Prior to implementing new policies and procedures or making changes to existing ones that may impact another department's operations, RSD, DHS, and DMH agree to provide each other draft copies of the proposed policy and procedure for review and input.

7.6 Management of Communicable Diseases (Title 15 CCR 1206.5)

Detention Health Services will report communicable diseases to the Riverside County Public Health Department, as per Public Health Policy. The Chief Detention Medical Director, in cooperation with the RSD Health Services Manager and the county health officer, will maintain a plan to address the identification, treatment, control and follow-up management of communicable diseases including, but not limited to, tuberculosis and other airborne diseases. The plan will cover the intake screening procedures, identification of relevant symptoms, referral for a medical evaluation, treatment responsibilities during incarceration and coordination with public health officials for follow-up treatment in the community. The plan will reflect the current local incidence of communicable diseases which threaten the health of inmates and staff.

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2	Consistent with the above plan, the Health Service Administrator will, in
3	cooperation with the RSD Health Services Manager and the Riverside County
4	Health Officer, maintain policies and procedures in conformance with applicable
5	state and federal law, which include, but are not limited to:
6	
7	(1) the types of communicable diseases to be reported;
8	(2) the persons who will receive the medical reports;
9	(3) sharing of medical information with inmates and custody staff;
10	(4) medical procedures required to identify the presence of disease(s)
11	and lessen the risk of exposure to others;
12	(5) medical confidentiality requirements;
13	(6) housing considerations based upon behavior, medical needs, and
14	safety of the affected inmates;
15	(7) provisions for inmate consent that address the limits of
16	confidentiality; and
17	(8) reporting and appropriate action upon the possible exposure of
18	custody staff to a communicable disease.
19	
20	7.7 Intake/Receiving Assessment (Title 15 CCR 1207)
21	
22	Trained RSD corrections staff will perform the initial intake health screening
23	assessment on all inmates during the intake/receiving process (with the exception
24	of inmates who have been transferred within a custody system with a documented
25	receiving screening). The JIMS Medical Questionnaire and Intake Screening Sheet
26	will be used as a guideline for the screening assessment. Prior to RSD accepting
27	any arrestee for booking, any individual who appears to have medical or mental
28	health needs will be directly referred to DHS medical staff (see RSD Policy 504.10,
29	508.10).
30	
31	Prior to any newly booked inmate being housed in the jail population, a follow-up
32	intake health screening and assessment will be completed on the inmate by a
33	registered nurse. The purpose of this screening is to have early identification of
34	medical or mental health issues, and to prevent the spread of disease within the
35	jail population. This screening will take place in a setting or manner that allows the
36	inmate to maintain privacy and exchange confidential medical or mental health
37	information with the nurse. RSD staff may only visually observe the screening for
38	safety and security purposes.

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2	Arrestees determined by DHS to require emergency or immediate medical care
3	will not be accepted for booking and the arresting officer will be advised by RSD
4	corrections staff of the need to obtain an "okay to book" from a hospital prior to
5	entry into the jails.
6	
7	Based on legislative statues, the cost for pre-booked care and services (urgent
8	and/or emergent medical care will be the responsibility of the arrested individual's
9	private medical insurance or other source of medical coverage for which the
10	arrested person is eligible (See PC 4015 I).
11	
12	7.7.1 Scope of Assessment
13	The initial health screening assessment will include inquiry into:
14	 Current illnesses or chronic health problems – heart problems, kidney
15	problems, diabetes, cancer, broken bones, and etc.
16	 Communicable diseases including, but not limited to tuberculosis and
17	other airborne diseases, blood-borne related diseases such as
18	hepatitis, and sexually transmitted diseases.
19	 Alcohol/chemical abuse history – type(s) of drugs, when last taken,
20	how much, etc.
21	 Mental Health – does arresting/transporting officer have any
22	information that indicates inmate is a medical, mental health, or
23	suicide risk; has the inmate attempted suicide or thinking about
24	committing suicide now; has the inmate had a recent loss of a loved
25	one or close friend; is he/she being treated for mental health
26	problems now or in past; any prior mental health contacts while in
27	custody; and etc. ("Yes" answers to these type of questions will be
28	referred to medical and/or mental health for additional in-depth
29	screening)
30	Medications currently being taken
31	Dental status
32	Gynecological problems and pregnancies of female inmates
33	a. Pregnant inmates will be immediately evaluated by DHS and
34	referred to high-risk obstetrical evaluation.
35	b. Pregnant inmates with drug dependency will be taken to RCRMC
36	for evaluation, care and scheduling of outpatient drug treatment
37	
38	program.
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1	The initial health screening assessment will also include observation of
2	the following:
3	 Physical appearance – awake, alert, intoxicated, unconscious, etc.
4	Developmental disabilities
5	Mental alertness
6	Overall appearance
7	 Conduct – aggressive, sullen, withdrawn, etc.
8	 Bodily deformities and ease of movement
9	 Signs of trauma, bruises, lesions, jaundice, rashes, infections, body
10	lice, and needle marks, or other indications of drug abuse
11	Explanation orally and in writing to the inmate of procedures for
12	access to health and dental services, and classification into one of the
13	following categories:
14	 Immediate emergency treatment needed
15	 Assignment to sheltered care housing
16	 Follow-up treatment needed for:
17	o Medical
18	o Mental health
19	 Developmental disability
20	 Assignment to general population
21	
22	7.8 Special Mental Disorder Assessment (Title 15 CCR 1207.5)
23	
24	An additional mental health screening will be performed by DMH, according to
25	written procedures, on women who have given birth within the past year and are
26	charged with murder or attempted murder of their infants. Such screening will be
27	performed at intake and if the assessment indicates postpartum psychosis a
28	referral for further evaluation will be made.
29	
30	7.9 Access to Care (Title 15 CCR 1208)
31	
32	All inmates are entitled to routine, non-emergency medical, dental, and mental
33	health care. Every inmate will be provided necessary health care without regard to
34	his or her ability to pay.
35	
36	The Health Service Authority and the Mental Health Services Manager, in
37	cooperation with RSD Health Services Manager, will maintain a written plan—as
38	described in CSA guidelines for Title 15 CCR 1208—for identifying, and/or referring

RIVERSIDE COUNTY INTERAGENCY ADULT DETENTION HEALTHCARE MEMORANDUM OF AGREEMENT 1 any inmate who appears to be in need of medical, dental, mental health, or 2 developmental disability treatment at any time during his or her incarceration 3 subsequent to the intake/receiving screening. Assessment and treatment will be 4 performed by either licensed health personnel or by persons operating under the 5 authority and/or direction of licensed health personnel. 6 7 7.10 Mental Health Services & Transfers to Treatment Facilities (Title 15 CCR 1209) 8 9 The Detention Mental Health Manager, in cooperation with the RSD Health 10 Services Manager, will maintain policies and procedures to provide mental health 11 services. These services will include but not be limited to the following: 12 • Screening for mental health problems 13 • Crisis intervention and management of acute psychiatric episodes 14 • Stabilization and treatment of mental disorders 15 Medication support services 16 Evaluate and access the mental health care needs of each inmate 17 placed inside a safety cell and/or in restraint devices in accordance to 18 all requirements specified in the current Title 15 CCR and according to 19 **RSD** Corrections Policies. Detention Mental Health Services and DHS will work closely with each other and 22 23 24 25 of care and Title 15 CCR requirements.

20 21

with other county departments to facilitate and ensure appropriate care of mentally ill inmates. In addition, they will work to develop policies and protocols for governing these services. These services will meet the "community standard"

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The service providers (DHS and DMH) will coordinate protocols and procedures so they will be in agreement and compatible with each other's and with RSD policies and procedures.

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1. General Care — the Robert Presley Detention Center, or designated facility, will be utilized as the primary care facility for inmates requiring evaluation and/or mental health care not otherwise available through mental health services at the other jail facilities.

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2. Emergency Treatment Services — transfer and treatment of inmates with identified mental health problems, who have been determined not to be treatable at a RSD correctional facility, will referred to an appropriate mental

health emergency treatment facility in accordance with Penal Code Section 4011.6 and applicable sections of the Penal Code and of the Welfare and Institutions Code.

7.11 Individual Treatment Plans and Release Referrals (Title 15 CCR 1210)

For each inmate treated by mental health staff, the DMH treatment staff will develop a written treatment plan. Detention Health Services and the RSD custody staff will be informed of the treatment plan when necessary, to ensure coordination and cooperation in the ongoing care of the inmate. This treatment plan will include referral to treatment after release from the facility when recommended by treatment staff.

For each inmate treated for a chronic or acute medical problem in a jail, the DHS treatment staff will develop a written treatment plan. The RSD custody staff will be informed of the treatment plan when necessary, to ensure coordination and cooperation in the ongoing care of the inmate. Detention Health Services will maintain a post-release medication referral program (Wakefield v Thomas 1999).

7.12 Sick Call (Title 15 CCR 1211)

The Health Service Administrator, in cooperation with the Chief Detention Medical Director, will develop written policies and procedures which provides for a daily sick call conducted for all inmates at each RSD jail. A registered nurse or mid-level practitioner may conduct daily sick call using standardized procedures established by the Chief Detention Medical Director.

Detention Health Services will deliver daily sick call services at each RSD jail facility in the most efficient, cost effective, and medically accepted manner. The Chief Detention Medical Director will implement Standardized Nursing Protocols so registered nurses may perform sick call and initiate treatment to reduce the number of inmates that may need to be referred to a physician or mid-level practitioner for treatment. Detention Health Services and RSD will schedule sick call for times that do not conflict with other jail routines whenever possible.

A physician or mid-level practitioner will be on-site at each jail facility as identified in Attachment A. A physician will be available for consultation 24 hours a day for all jail facilities. Medical care performed by personnel other than a physician will be performed pursuant to written protocols or orders of the Chief Detention

Medical Director. A physician will be responsible for monitoring the performance of all DHS personnel rendering direct patient care.

7.13 Vermin Control (Title 15 CCR 1212)

 The Chief Detention Medical Director will maintain a written plan for the control and treatment of vermin-infested inmates. There will be written, medical protocols, signed by the Chief Detention Medical Director, for the treatment of persons suspected of being infested or having contact with a vermin-infested inmate.

7.14 Detoxification Treatment (Title 15 CCR 1213)

Detention Health Services will provide drug and alcohol protocols throughout the RSD jail system when acute hospitalization is not required (See Title 15 CCR 1056 and 1213). The Chief Detention Medical Director will maintain written medical policies on detoxification which will include a statement as to whether detoxification will be provided within the facility or require transfer to a licensed medical facility. The facility detoxification protocol will include procedures and symptoms necessitating immediate transfer to a hospital or other medical facility. For the purpose of this section, "detoxification" means the medical process for long-term treatment, not short-term sobering up (See CSA guidelines for Title 15 CCR 1213).

Facilities without medically licensed personnel in attendance will not retain inmates undergoing withdrawal reactions judged or defined in policy, by the Chief Detention Medical Director, as not being readily controllable with available medical treatment.

Detention Health Services will perform a baseline assessment when available of any inmate placed in a sobering cell, but in all cases will perform a medical evaluation on any inmate retained in a sobering cell longer than 6 hours, in accordance with RSD Corrections Policy 504.05 and Title 15 CCR 1056. Inmates undergoing detoxification and exhibiting signs of withdrawal will not be placed in a sobering cell. These types of inmates will be placed in medical or general housing areas that have the ability to provide proper medical attention and monitoring.

The Chief Detention Medical Director is responsible for developing detoxification protocols for the diagnosis and treatment of the various kinds of drug withdrawals commonly seen in local detention facilities. The specific protocols for their diagnosis and treatment must be written and/or approved by the Chief Detention Medical Director and carried out by properly trained, medically licensed staff (Title 15 CCR 1200 and 1203).

Additionally, upon request, DHS will provide ongoing training to RSD staff to recognize inmates undergoing drug or alcohol withdrawal. In each specific detoxification protocol, the signs and symptoms of serious and/or life threatening reactions requiring hospitalization should be identified.

Whenever there is reasonable cause to believe any person booked into any RSD correctional facility is addicted to a controlled substance, DHS will provide the person with medical aid as necessary to ease any symptoms of withdrawal from the use of controlled substances (Health & Safety Code 11222).

Any person incarcerated in a RSD correctional facility who is participating in a narcotic treatment program shall, in the discretion of the director of the program, in collaboration with the Chief Detention Medical Director, be entitled to continue in the program until conviction (Health and Safety Code 11222).

The Chief Detention Medical Director will maintain protocols as necessary to meet the requirements of Health and Safety Code Section 11222.

7.15 Dental Care (Title 15 CCR 1215)

Detention Health Services will provide licensed dental services at designated RSD correctional facilities as needed. Services will include, but are not limited to, inmate dental screening, dental x-rays, extractions, simple fillings, crown and bridge cementing or replacements (base on review and authorization), and partial or full dentures (base on review and authorization). At no time will services fall below the minimum standards required by Title 15 CCR 1215.

1. <u>Screening and scheduling</u> — the service provider will screen dental complaints during daily "sick call" and schedule follow-up care. Scheduling and movement of inmates will be coordinated by the service provider with the RSD Transportation and Classification Units (RSD Policy 508.03).

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 Service Locations — generally, dental services for all inmates incarcerated in RSD correctional facilities will be provided at the Robert Presley Detention Center and at the Southwest Detention Center.

 Private Providers — inmates may request to have dental services provided by a private provider at their own expense. These types of requests will be referred to the facility commander and Chief Detention Medical Director for review and approval.

7.16 Pharmaceutical Management (Title 15 CCR 1216)

The Health Service Administrator, in conjunction with the Chief Detention Medical Director, will be responsible for providing and maintaining a high quality pharmacy service that meets the standards set by Title 15 CCR 1216 and the California Board of Pharmacy. A Pharmacist or designee shall be a member of the RCRMC Pharmacy & Therapeutics Committee. The Pharmacist in collaboration with the CDMD, will review and update the jail medication formulary, provide inventory controls, perform pharmacy audits (quarterly) and prepare a written report to the CDMD a summary of findings and recommendations regarding jail pharmacy services yearly. A copy of this report will be provided to the RSD Healthcare Services Liaison.

Pharmacy services will be provided at all RSD correctional facilities and will include the purchase, safe storage, dispensing, administration, documentation in medical record, and proper disposal of all medications per the California Board of Pharmacy. The pharmacy or contracted provided will be responsible for monitoring and insuring that pharmaceuticals are available, on-site, to meet the needs of the inmate population. RSD will provide secured pharmacy storage space in each of the correctional facilities.

Detention Health Services nursing staff will be responsible for the administration of medications to the inmates at regularly scheduled times. Medications will include routine & essential medications, over-the counter medications and psychotropic medications as ordered by the jail physicians or psychiatrists. Nursing personnel will provide medications to inmates only.

The Chief Detention Medical Director, in collaboration with DMH, will maintain
written policies and procedures governing the use of psychotropic medications, in
accordance with Title 15 CCR 1217. Psychotropic medications will be administered

6 by DHS nursing staff.

7.18 Suicide Prevention (Title 15 CCR 1219)

7.17 Psychotropic Medication (Title 15 CCR 1217)

The RSD Health Services Manager, Health Service Administrator, and Mental Health Services Manager will maintain a written plan for a Suicide Prevention Program designed to identify, monitor, and provide treatment to those inmates who present a suicide risk.

Detention Mental Health Services will provide on-going suicide prevention training to RSD and DHS staff. Training will include suicide risk factors, recognition of suicide signs and symptoms, and immediate notification to health services staff.

7.19 First Aid Kits (Title 15 CCR 1220)

The RSD will provide first aid kits in all RSD correctional facilities. The Chief Detention Medical Director will approve the contents, number, location, and procedure for periodic inspection of the kits. The purpose of the kits is to provide emergency first aid supplies to RSD staff for applying aid pending arrival of trained medical staff.

7.20 Food Handlers (Title 15 CCR 1230)

The Chief Detention Medical Director, in cooperation with the RSD food services manager(s) and the RSD Health Services Manager, will maintain written procedures for medical screening of inmate food service workers. Detention Health Services will provide medical screening for inmates prior to their assignment as food handlers or kitchen workers.

8.0 SCOPE OF HEALTHCARE SERVICES—OTHER

8.1 Annual Health Inspection

Annual health inspections are required by Penal Code 6031.1 and Health and Safety Code 101045. The RSD Health Services Manager, in cooperation with the Health Services Administrator and the Mental Health Services Manager, will coordinate the inspections with the local public health department. This inspection is the statutory responsibility of the county public health officer and is automatically schedule by the country health department each year. The health inspection identifies areas of non-compliance with medical and mental health, nutrition and environmental health regulations.

8.2 Health Care Requests

Every inmate in each housing unit will be given the opportunity to make his or her health care needs known on a daily basis. Inmates will fill out a Health Service Request form ("sick slip") that will be screened daily by qualified healthcare staff. Inmates with identifiable medical, dental, or mental health problems will be triaged to the appropriate level of care. Every attempt will be made to treat the inmate on-site, but they may be referred out for care, as their needs require (See Title 15 CCR 1211 and RSD Policy 508.14).

Appropriate licensed healthcare staff will triage all inmate requests or referrals for medical and mental health care within twenty-four hours. Treatment for routine medical care will begin within five calendar days of the request or referral. Treatment for routine mental health care will begin as soon as possible, but within three calendar days of the request or referral. All request or referrals for urgent care (medical or mental health) will be handled immediately.

Inmates will obtain health care request forms from housing unit custody staff. As RSD corrections staff receives completed request forms from inmates, the custody staff will complete the RSD staff portion of the form, enter the request into the JIMS Inmate Health Services system, and forward the request form to DHS nursing staff. Nursing staff will pick up the completed request forms from each housing unit daily during each shift (during pill call or sick call), or from other agreed upon designated location. Healthcare staff will complete the Health Services Provider section of the Health Service Request form and record the request in the JIMS

	MEMORANDUM OF AGREEMENT
1	Inmate Health Services system. The Inmate Health Service Request form is
2	considered a health record and as such, DHS and DMH will maintain them in the
3	inmate's health record file.
4	
5	8.3 Sheltered Housing
6	
7	Sheltered housing will be available for inmates requiring close observation but not
8	requiring hospitalization.
9	
10	1. Housing Location $-$ a sheltered medical care housing unit at the Robert
11	Presley Detention Center (RPDC) and additional beds at the Southwest
12	Detention Center (SWDC) will be utilized as the primary housing for inmates
13	throughout RSD correctional facilities requiring medical sheltered housing.
14	
15	A sheltered mental health housing unit at the Robert Presley Detention
16	Center, or designated facility, will be utilized as the primary housing for
17	inmates requiring mental health sheltered housing.
18	
19	Staffing and Supplies — Detention Health Services will provide the sheltered care
20	housing units with 24-hour a day nursing coverage, daily rounds by nursing staff
21	and a physician or physician on-call coverage, and all necessary medical
22	equipment and supplies.
23	
24	1. Operations Policy and Procedures — Detention Health Services and
25	Detention Mental Health Services will maintain policies and procedures
26	relating to care of inmates housed in sheltered housing units.
27	
28	2. Housing and Bed Assignments — except for security concerns, healthcare
29	staff will make the final determination as to inmate assignments to sheltered
30	housing; however, inmates must be able to perform activities of daily living.
31	Healthcare staff in conjunction with the RSD's Classification Unit staff will
32	determine specific bed assignments. RSD correctional staff will enforce these
33	assignments.
34	
35	8.4 Specialty Care

Inmates, as necessary, will be referred by the healthcare staff for off-site specialty consultation and treatment at other RSD correctional facilities, at Riverside County

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Regional Medical Center (RCRMC), or at other healthcare providers in the community.

1. <u>Scheduling Appointments</u> — Detention Health Services will be responsible for identifying the need, authorizing, scheduling, and coordinating all appointments and related care whether conducted on-site at a RSD correctional facility or off-site at any type of community healthcare provider.

2. <u>Cancellation of Appointments</u> — inmate court appearances generally have precedence over routine clinical services except in such cases wherein the health of the inmate would be negatively affected by not keeping a clinic appointment. Detention Health Services and Detention Mental Health staff, in collaboration with RSD, will assume responsibility for medical and mental health cancellation of court appearances upon recommendation of the physician/psychiatrist. Notification and coordination by DHS and DMH staff with the RSD Watch Commander and the Transportation Coordinator's office will be made prior to the court date.

3. <u>Transportation to Appointments</u> — the RSD will be responsible for the transportation of all inmates except when an ambulance is required. The health service provider will bear the financial responsibility for ambulance costs. For security purposes, the DHS and/or DMH will coordinate all off-site appointments with the RSD Transportation Coordinator's office and the Classification Unit twenty-four hours in advance of the appointment.

 4. <u>Authorization and Clearance for Non- Service provider Specialist</u> — prior to providing their services, private physicians or psychiatrists, dentist, or other non-DHS or non-DMH healthcare specialists will not be authorized entry into any jail facility unless agreed upon by the Chief Detention Medical Director, Detention Mental Health Program Manager and the jail commander.

8.5 Hospital Care

Hospital services will be available through Riverside County Regional Medical Center (RCRMC) or other identified community healthcare facilities to those inmates requiring care beyond the capability of sheltered care housing or the scope of the jail healthcare staff.

Recommendations for hospitalization, with the exception of emergency situations, will require review and approval by the Chief Detention Medical Director, or designee. The Chief Detention Medical Director, or designee, will review all admissions arising from emergency circumstances within 72 hours.

8.5.1.1 Transfers — inmates hospitalized at a facility other than RCRMC will be transferred to RCRMC as soon as lawful and medically practical. RCRMC will accept transfers 24 hours a day, seven day a week, and house inmates on the Detention Care Unit (DCU), if it is medically safe to do so, and providing there is an available bed. The Chief Detention Medical Director, or designee, will be responsible for monitoring and coordinating hospital transfers of inmates with the RSD Classification and Transportation Coordinators. The RSD will have priority over California Department of Corrections and Rehabilitation (CDCR) for bed availability on the RCRMC Detention Care Unit (DCU). The Health Service Administrator, or designee, will ensure CDCR prisoners are transferred off the DCU to make space for RSD inmates when necessary.

8.6 Inmate Requests/Refusals

Any inmate not adjudicated to be incompetent may refuse non-emergency medical or mental health care and/or be treated at their expense by a private physician. The inmate may elect to make arrangements to have a physician or other specialist, who is paid directly by the inmate, examine the inmate at the jail or other approved facility as approved by the jail commander. (Title 15 CCR 1214 and Penal Code 4011(d) and 4023).

8.7 Cost Responsibility for Private Healthcare

Where private care is concerned, the inmate will pay all costs associated with RSD personnel required for security, transportation and mileage, physician's costs and any other related fees. These costs will be paid in advance of any medical services rendered. Staff and inmate security will be a primary concern when dealing with these requests.

8.8 Emergency C	Care
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Emergency medical service will be provided at all correctional facilities and all outlying court holding facilities.

 General Medical Emergencies — the on-site DHS staff, through predetermined protocols and procedures will be the primary providers of emergency medical services at RSD jail facilities and their attached court holding cells. However, RSD staff trained in first aid and cardiopulmonary resuscitation procedures will assume responsibility for initiating first aid and rescue efforts when no medical staff is immediately available. Medical emergencies occurring in court rooms are not the responsibility of DHS.

Paramedic and/or ambulance services will be utilized when deemed necessary, especially at the out-lying court holding facilities.

To insure prompt and competent treatment of emergencies, DHS will have a physician available or on-call to provide consultation to the facilities medical and corrections staff as necessary.

2. <u>Emergency Medical Care Facilities</u> — hospital emergency services will be available at RCRMC or at other local community hospitals, as determined by individual circumstances, when emergency medical needs exceed the scope and ability of the jail's medical or corrections staff.

3. <u>Non-Inmate Emergency Care</u> — Detention Health Services will provide emergency first aid to visitors and jail staff within the confines, or on the property, of and RSD correctional facility until paramedics and/or ambulance service arrive. Treatment will consist of stabilization and arrangement for transfer or referral to an appropriate off-site medical provider. Cost for such treatment will be the responsibility of the person being treated or through the employees' Worker's Compensation.

4. General Psychiatric Emergencies Related to Medication Non-Compliance — Within six months, DHS, DMH and RSD staff, in collaboration, will pursue the development of a "'forced medication" program in the jails, pursuant to legislative requirements and Riverside County Board of Supervisor approval. This program will allow inmates that refuse to take their psychotropic medications voluntarily to receive the medications on an "involuntary" basis.

8.9 Disaster Medical Emerge	ncie

Detention Health Services and Detention Mental Health Services will maintain procedures for providing healthcare services in RSD correctional facilities in the event of a disaster, such as: fire, earthquake, explosion, hazardous material incident, riot, epidemic, mass arrests, labor strike, or similar events.

During a disaster incident, RSD will establish a command post and implement the Incident Command System. The RSD will establish triage areas as necessary. Separate triage areas will be established for inmates and staff. Detention Health Services and Detention Mental Health Services will staff the triage areas and be responsible for triage and treatment of the injured.

Detention Health Services and Detention Mental Health Services will participate in post-incident debriefing with RSD.

8.10 Radiological and Laboratory Services

Detention Health Services will maintain on-site radiological services at the Robert Presley Detention Center and at the Southwest Detention Center and will utilize them whenever possible and feasible. The services will include x-rays involving suspected ingestion or insertion of contraband by an inmate who may pose a health or medical threat. Additional radiological services will be available at RCRMC or other facilities as ordered by a DHS physician. Laboratory services will be made available through RCRMC or other health care facilities at the direction of Chief Detention Medical Director.

8.11 Inmate Health Education

Detention Health Services will instruct inmates relating to their health issues and proper care techniques, as well as female educational services mandated by Penal Code 3409 and 4023.5 relative to personal hygiene, birth control, and family planning.

8.12 Dietary Consultation

Detention Health Services will provide RSD food services management daily information concerning the need for or the cancellation of specialized therapeutic

diets prescribed by the Chief Detention Medical Director or other DHS physician for specific inmates.

9.0 AMINISTRATIVE RESPONSIBILITIES AND OBLIGATIONS

In order to facilitate the overall quality of jail healthcare, to meet Title 15 CCR, to meet constitutional levels of care, and to maintain a safe, secure, and sanitary working environment, it is recognized there are numerous additional administrative and ancillary responsibilities and obligations that must be defined and met. The following responsibilities and obligations are hereby established and agreed upon by RSD, DHS, and DMH to provide specific accountability.

9.1 Budget Management & Disclosure

Each department is responsible for managing their budget in a manner that achieves the level of healthcare services outlined in this Agreement. Furthermore, DHS and DMH will maintain management of their budgets in a manner that allows them to have accurate tracking of adult-detention appropriations and expenditures.

Because the Sheriff has statutory responsibility for providing healthcare to the inmates incarcerated in RSD jails, the Sheriff has the need to know the costs associated with healthcare services within the RSD jail system. For this reason, DHS and DMH will disclose their budget information to RSD corrections accounting staff. This budget information will be exclusive to adult-detention services only.

At the start of each fiscal year, DHS and DMH will provide RSD corrections accounting staff complete budget documentation regarding their budget for adult detention services. This information will include complete account of line item appropriations of Salaries & Benefits and Services & Supplies specific to adult detention services. Additionally, DHS and DMH will provide RSD corrections accounting staff a complete list of DHS and DMH personnel assigned to each RSD facility. This list will include the county job titles and codes of each position, as well as the number of each position approved, filled, and vacant. DHS and DMH will provide RSD documentation of any changes to their budgets or approved, filled, and vacant positions within 30 days of the changes.

Within 30 days of the end of each fiscal quarter, DHS and DMH will provide RSD corrections accounting staff complete budget documentation of line item expenditures of Salaries & Benefits and Services & Supplies.

9.2 Tri-Agency Meetings

Regular and documented quality assurance meetings between RSD, DHS, and DMH will occur to evaluate jail healthcare services, quality control, identify problems and devise mutually acceptable solutions, as defined in CSA guidelines for Title 15 CCR. The meetings will occur quarter. The meetings will provide the forum for presenting problems and discussing methods for resolving identified problems, deficiencies, and changes in operations. In addition, environmental factors which affect health, incidents of suicides and suicide attempts may be discussed. At minimum, the RSD Health Services Manager, jail commanders, Health Service Administrator, Mental Health Services Manager, Chief Detention Medical Director, and DMH psychiatric doctor will attend the quarterly meetings. Subordinate staff may attend as necessary. The RSD Health Services Manager will serve as the Tri-Agency chairperson and will be responsible for ensuring written minutes of the meetings occur.

9.3 Facility Space

health care. This will include the provision for local telephone service, utilities, Jail Information Management Information System (JIMS) access, office space, and reasonable space for the storage of necessary supplies and active healthcare records. Based on space availability, RSD may provide storage space for healthcare records of inmates who are no longer in custody.

The RSD will provide DHS and DMH with space conducive to rendering quality

DHS and DMH will consult and coordinate with the RSD for staffing and space requirements needed for the implementation of new health care programs prior to these programs being implemented. As facilities are remodeled or new ones are planned and constructed, RSD will consult with DHS and DMH regarding the needs and requirements for inmate medical care.

9.4 Materials, Supplies, Equipment, and Maintenance

The RSD will provide housekeeping, furniture, fixtures, utilities, telephone, and security necessary for the efficient operation of health care delivery system. The

RSD will have the responsibility for building maintenance and the cleaning of all DHS and DMH offices at all facilities except for sheltered medical housing at the RPDC and SWDC facilities, which will be DHS and DMH responsibility. The RSD will also provide for all cleaning of linens and laundry.

DHS and DMH will be responsible for providing, maintaining, repairing, and/or replacing all equipment and fixtures, medical and otherwise, necessary to render health care services as described in this Agreement, unless other arrangements are made and agreed upon by the RSD. All equipment and fixtures, medical and otherwise, purchased by the RSD for DHS or DMH use shall be the responsibility, respectively, of DHS or DMH to maintain, repair. This includes items purchased during new construction. The RSD will provide necessary support to DHS and DMH for replacement of non-serviceable capital equipment items.

9.5 Security Clearances & Background Investigations

The RSD will conduct, at their expense, a timely background investigation of DHS and DMH employees to be assigned to RSD correctional facilities. The RSD Level I background criteria will be used in this evaluation. Health service staff working in other non-sheriff facilities (e.g., juvenile hall, RCRMC, and etc.) will be required to complete the RSD background investigation prior to obtaining a security clearance for entry into RSD correctional facilities.

Security clearances may be revoked by the RSD if the staff member fails to meet and maintain established security standards. Revocations will be at the discretion of the jail commander and will be reviewed with the Health Services Administrator or Mental Health Services Manager prior to implementation, unless circumstances require immediate action. In such case, the Health Services Administrator or Mental Health Services Manager shall be notified as soon as possible.

9.6 Training and Orientation

The RSD will provide a "general" facility and security orientation for all new health service staff working in a RSD correctional facility. The RSD shall also make available, through its training academy, an 8-hour "basic" corrections security course for all health service staff working in a RSD correctional facility. The RSD will provide this training to DHS and DMH at no cost to DHS and DMH.

The RSD, DHS, and DMH will work together to establish and provide ongoing training that is applicable to its personnel assigned to RSD correctional facilities. The curriculum shall include, but not be limited to, inmate suicide prevention, the intake screening process, security issues, recognition of inmate medical and mental health problems, radio communications, policy and procedures, emergency, and disaster procedures, etc.

The RSD regularly conducts fire drills, inmate disturbance drills, and other emergency preparedness drills within all RSD correctional facilities. RSD will provide a schedule of this training to DHS and DMH so they can schedule their staff to participate in these training drills. The frequency of the training is as follows:

- Each floor operations shift will conduct at least one fire drill each month
- Each floor operations shift will conduct at least one inmate disturbance drill each month

9.7 Staff Meals

The RSD shall make meals available to the health service staff working in RSD correctional facilities, in accordance with each facility's meal schedule and menu. The health service staff will be responsible for the cost of the meals provided at the RSD rate.

9.8 Inmate Grievances & Citizen Complaints

The RSD shall handle all inmate grievances involving health services in accordance with RSD Corrections Policy 507.02.

The Chief Detention Medical Director or Mental Health Manager will arrange for a professional health care person, not affiliated with any direct service to the inmates, to review any inmate grievance regarding health care, which has been appealed.

Whenever a complaint is received directly by DHS or DMH regarding the care or treatment of an inmate, that involves one of their staff members, DHS or DMH will immediately notify the RSD. Any time RSD receives a complaint involving a DHS or DMH staff member, RSD will notify the staff member's administrator.

1	The RSD will investigate complaints regarding health care services or against
2	healthcare service staff that appear to include the possibility of criminal charges.
3	The health service provider will be consulted during the investigation, if it does not
4	compromise the integrity of the investigation, and upon its completion.
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6	Inmate or citizen complaints received directly by DHS or DMH regarding RSD
7	personnel shall be forwarded to the Jail Commander immediately.
8	
9	9.9 Corrections Standards Authority Surveys
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11	The RSD is required to provide jail profile surveys to the California Corrections
12	Standards Authority each month and once per quarter. Included in these surveys is
13	jails statistics related to medical and mental health services.
14	
15	By the tenth day of each month, DMH will provide the following statistics to the
16	RSD Corrections Planning Unit:
17	
18	 Number of mental health cases open on the last day of the preceding
19	month
20	 Number of new mental health cases opened during the preceding month
21	 Number of inmates, on the last day of the preceding month, receiving
22	psychotropic medication for a mental health disorder
23	 Average number of inmates needing, and actually assigned to, mental
24	health sheltered housing beds.
25	•
26	By the tenth day of each month, DHS will provide the following statistics to the
27	RSD Corrections Planning Unit:
28.	
29	 Number of inmates seen at sick call during the preceding month
30	 Number of physician or mid-level practitioner occurrences (excluding
31	dental) during the preceding month
32	 Number of off-site medical appointments during the preceding month
33	 Number of dental encounters during the preceding month
34	 Number of inmates assigned to medical beds on the last day of the
35	preceding month
36	

1	In addition to the above listed information, within ten days of the end of each
2	fiscal quarter, DHS will provide the RSD Corrections Planning Unit the following
3	statistics:
4	 Amount of money spent on medication during the previous quarter
5	Amount of money spent on Psychotropic medication during the previous
6	quarter
7	o For example, 1 st quarter stats will be reported on the 2 nd quarter
8	report.
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10	0.10 Pilling & Collection
	9.10 Billing & Collection
11	0.40.4 P.W. C.H. W
12	9.10.1 Billing Collection
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14	The RSD will cooperate with DHS and DMH in the collection of
15	information necessary for the establishment of the health record and to
16	bill third parties, whenever third party health care reimbursement is
17	available. DHS and DMH will be responsible for all billing and collection
18	and will have sole authority in this regard.
19	
20	9.10.2 Sick Call Co-Payments
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22	Inmates will be charged a \$3.00 co-payment for each self-initiated
23	health care service that they request, except under the following
24	conditions:
25	
26	 Initial intake/receiving health screening
27	 Prenatal and related services
28	 Life-threatening emergencies
29	Mental Health services
30	 Physician requested follow-up medical visits
31	
32	a. <u>Co-payment Billing</u> :
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34	The co-payment fee will be deducted from the inmate's jail trust
35	account. However, no inmate will be denied treatment because of
36	a lack of funds in his or her account. Detention Health Services
37	staff will determine which inmates are exempt from the fees and
38	will forward the inmate co-payment billing information to the
39	jail's business office on a daily basis.
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Designated RSD staff will be responsible for tracking the copayment billings and forwarding the revenue to the County's general fund (See Penal Code 4011.2).

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Health service request forms (sick slips) will be retained in the inmate's health care file, not in the inmate's booking file.

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b. Co-payment Grievances:

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Inmate grievances concerning co-payment charges will be handled by following the Corrections Division Grievance Policy 507.02.

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9.11 Hiring & Management of Employees

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Detention Health Services and Detention Mental Health have the authority and responsibility to recruit, hire, evaluate, discipline, and terminate their employees. Health service employees will conform to standards of behavior (professional and security) as established by joint agreement between RSD, DHS, and DMH, and within the guidelines and standards for employees as established by the County of Riverside. The standards will include appropriate regard for security requirements contained in the RSD General Orders, and professional conduct as established by RSD, DHS, and DMH management. Disputes between RSD and DHS or DMH regarding staff shall be brought to the attention of the Jail Commander and the Health Service Administrator or Mental Health Services Manager for resolution.

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9.12 Alteration of Services

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32 33 Healthcare staffing levels identified in Attachment A of this Agreement reflect minimum staffing levels, as identified by the Institute of Medical Quality, and greed upon by RSD, DHS, and DMH as the minimum level necessary to provide basic and emergency medical, dental, and mental health care for RSD's rated jail capacity. Healthcare staffing levels will not fall below this minimally accepted level and may be modified only with written mutual consent.

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Any expansion of the RSD jail system capacity will require an adjustment to the staffing levels identified in Attachment A. Therefore, if a jail expansion occurs, DHS and DMH will not be responsible to provide services to the inmates housed in the jail expansion unless additional budget appropriation is provided by the County. DHS and DMH agree to seek additional budget appropriations from the

county in order to provide the services described in the Agreement to the expanded inmate capacity.

The Riverside Sheriff's Department agrees to support DHS and DMH efforts to seek additional budget appropriations from the County that is necessary to provide basic and emergency medical, dental, and mental health services to the additional inmates housed in the jail expansion.

10.0 CONFLICT RESOLUTION

 The RSD jail system requires that primary emphasis be placed on security concerns to ensure the safety of both the staff and inmates. Consequently, should the security concerns associated with operation of the system or any facility within the system come into direct conflict with the health concerns of one or more inmates, initially the Jail Commander and Health Service Administrator or Mental Health Services Manager, in cooperation with the Chief Detention Medical Director, will attempt to resolve the conflict. If unsuccessful, the issue will be referred to the Sheriff, or his/her designee, and the RCRMC-CEO or his/her designee, or the Director of the Department of Mental Health or his/her designee. If the matter then remains unresolved for a final decision, it will be referred to the County Executive Office. In emergency situations, Section 1012, Title 15, California Code of Regulations will apply.

ATTACHMENT "A" - MINIMUM STAFFING PATTERNS & LEVELS

Medical

- DHS staffing will include twenty-four hours per day, seven day per week Intake nursing coverage by a registered nurse at all RSD correctional facilities, except for the Blythe Jail.
 Registered nurse coverage at the Blythe Jail will be sixteen hours per day.
- DHS staffing will include nursing and mid-level practitioner and/or physician coverage to achieve daily sick call at each RSD jail five days per week.
- DHS staffing will include twenty-four hours per day, seven day per week Sheltered Housing nursing coverage at all RSD correctional facilities with such type housing.
- DHS staffing will include nursing coverage necessary to accomplish the distribution of prescribed medication (pill call) seven days per week to all inmates prescribed medication.
- DHS staffing will include 40 hour per week Supervising Institutional Nurse coverage at RPDC, SWDC, and SCF to oversee nursing services at all five RSD correctional facilities.
- DHS staffing will include 40 hour per week Sr. Instituional Nurse coverage at all RSD correctional facilities. Sr. nurses will provide on-site nursing supervision at Indio and Blythe Jails and assist with supervisory coverage at RPDC, SWDC, and SCF.
- DHS staffing will include one forty-hour per week Health Service Administrator.
- DHS staffing will include one forty-hour per week Chief Detention Medical Director.
 - DHS staffing will include 24/7 on-call physician coverage.
- DHS staffing will include 24/7 on-call supervisory coverage.

Dental

• DHS staffing will include dental services at RPDC and SWDC.

DHS MEDICAL/DENTAL STAFFING

Position	S	М	Т	w	Т	F	S	DAILY OR WEEKLY HRS	FACILITY
Supervising Institutional Nurse								40 WK Arranged	RPDC, SWDC, SCF, INDIO, BLYTHE
Sr. Instituional Nurse								40 WK Arranged	ALL
Intake RN	24/7	24/7	24/7	24/7	24/7	24/7	24/7	24 DAILY	RPDC, SWDC, SCF, INDIO
RN/Med Pass Nursing	16/7	16/7	16/7	16/7	16/7	16/7	16/7	16 DAILY	BLYTHE
Sheltered Care Nursing	24/7	24/7	24/7	24/7	24/7	24/7	24/7	24 DAILY	RPDC, SWDC
Med Pass Nursing	24/7	24/7	24/7	24/7	24/7	24/7	24/7	24 DAILY	RPDC, SWDC, SCF,
Physician or Mid-Level Practitioner								40 WK Arranged	RPDC, SWDC, SCF
Physician or Mid-Level Practitioner								40 WK Arranged	INDIO & BLYTHE
On-Call Physician								24/7	On-Call DHS
Dentist								40 WK Arranged	RPDC & SWDC
Medical Director Physician		8	8	8	8	8		40 WK	RPDC
Health Authority		8	8	8	8	8		40 WK	RPDC
Medical Records Tech								160 WK	Arranged by DHS
Pharmacy Tech						-		80 WK	Arranged by DHS
Dental Asst		8	8	8	8	8		40 WK Arranged	RPDC & SWDC
X-Ray Tech		8	8	8	8	8		40 WK Arranged	RPDC & SWDC

Mental Health

- DMH staffing will include clinical therapist coverage as follows: 24/7 at RPDC, 12/7 at SWDC, 12/7 at SWDC, SCF and Indio, and 8 hours per week at Blythe.¹
- DMH staffing will include one forty-hour per week Mental Health Services Manager.
- DMH staffing will include forty-hour per week Mental Health Service Supervisor coverage at all RSD correctional facilities, except for the Indio and Blythe jails. Indio and Blythe jails coverage will be under the responsibility of the SCF supervisor.
- DMH staffing will include 24/7 on-call psychiatrist coverage.
- DMH staffing will include 24/7 on-call supervisory coverage.

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MENTAL HEALTH STAFFING

Position	s	M	Т	w	Т	F	S	DAILY OR WEEKLY HRS	FACILITY
Clinical Therapist/RN	24/7	24/7	24/7	24/7	24/7	24/7	24/7	24 DAILY	RPDC
Clinical Therapist/RN	12/7	12/7	12/7	12/7	12/7	12/7	12/7	12 Daily	SWDC, SCF, Indio
Clinical Therapist/RN								8 HRS WK Arranged	Blythe
Psychiatrist	8	8	8	8	8	8	8	8 DAILY	RPDC
Psychiatrist								40 WK Arranged	SWDC, SCF, Indio
Psychiatrist								8 WK Arranged/or tele- psychiatry	Blythe
On-Call								24/7	On-Call DMH
Psychiatrist								24,7	On-Can Divin
Records Tech								160 WK	Arranged by DMH
MH Manager		8	8	8	8	8		40 WK	RPDC
MH Supervisor		8	8	8	- 8	8		40 WK	RPDC, SWDC,
MH Supervisor		8	8	8	8	8		40 WK	SCF, Indio & Blythe Combined

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¹ In order to implement this Agreement, RSD and DMH agree to provide inmates at Blythe Jail mental health services by having Indio Jail mental health staff travel to the Blythe Jail, and/or by using tele-psychiatry.

SIGNATURE PAGE RCRMC/DHS **Sheriff's Department** Doug Bagley, RCRMC CEO Stanley Sniff, Sheriff-Coroner 26520 Cactus Ave. 4095 Lemon Street Moreno Valley, CA 92555 Riverside, CA 92501 Stanley Sniff, Sheriff 12/6/11 12/7/11 Date Date Department of Mental Health/Detention Mental Health Jerry A. Wengerd, Director of Mental Health 4095 County Circle Drive Riverside, CA 92503 y A. Wengerd, Director of Mental Health