

**MEMORANDUM OF UNDERSTANDING  
BETWEEN  
ALAMEDA COUNTY BEHAVIORAL HEALTHCARE SERVICES  
AND  
CALIFORNIA FORENSIC MEDICAL GROUP, INC.**

This Memorandum of Understanding (MOU) is between Alameda County Behavioral Health Care Services (BHCS) on behalf of its Adult Forensic Behavioral Health (AFBH) division and California Forensic Medical Group, Inc. (CFMG) (collectively the "Parties").

WHEREAS, the County of Alameda and CFMG entered into Procurement Contract No. 13418 (the "Contract") on August 5, 2016, with a term from August 8, 2016 through August 7, 2019,

WHEREAS, Exhibit A, Section III, Subsection B (Requirements), Paragraph 9 (Pharmaceuticals), of the Contract provides in relevant part:

- i. Pharmacy staff shall work in collaboration with BHCS and/or their contracted services provider when ordering, dispensing, billing, and reviewing documents related to psychotropic medicines for all inmates.
  - 1) Contractor will enter into an MOU with BHCS regarding the assessment and coordination of services for all inmates currently utilizing psychotropic medications or who state that they are using psychotropic medications.
  - 2) Contractor, and its pharmacy subcontractor, will work with BHCS to develop a pre-approved formula that the BHCS will be charged for psychotropic medications, which will be the financial responsibility of BHCS.

WHEREAS, Exhibit A, Section III, Subsection B (Requirements), Paragraph 20 (Mental Health Services) of the Contract provides in relevant part:

**20. MENTAL HEALTH SERVICES:**

- a. Contractor shall conduct the mental health initial screening at intake for all inmates. Employees responsible for mental health screening shall have specialized training in handling mental health intake. Consistent with federal and state law, Contractor shall make appropriate referrals to County of

Alameda Health Care Services, Behavioral Health Care Services (BHCS) and, cooperate in any ongoing treatments.

- b. Contractor shall work cooperatively with BHCS staff that is responsible for mental health after intake screening, including ongoing counseling and care, and prescribing of psychotropic medications. Contractor shall remain responsible for inmate health care services, including making appropriate referrals to BHCS and cooperating in any ongoing treatment as prescribed by the BHCS mental health practitioners.
- c. Contractor will collaborate with BHCS services including providing timely responses to requests for medical evaluations, medical consults, and laboratory analyses. Contractor's nursing staff will administer psychotropic medications including injections, as ordered by BHCS psychiatrists.
- d. The on-site pharmacy shall work in collaboration with BHCS and/or their contracted services provider when ordering, controlling, documenting, dispensing, distributing, and administering all psychotropic medications.

WHEREAS, Exhibit A, Section III, Subsection B (Requirements), Paragraph 2 (Services), Subparagraph u (Detoxification from Drug and Alcohol) of the Contract provides as follows:

- u. *Detoxification from Drug and Alcohol.* Contractor shall provide detoxification services in accordance with the American Correctional Association standards. The services shall include a methadone maintenance/detoxification program and obtaining all licenses necessary to operate the program. Contractor shall assure that pregnant women with histories of drug dependency are evaluated on-site by registered nurses immediately and referred within four hours for high risk obstetrical evaluation. Contractor shall coordinate and pay enrollment and assessment services of pregnant opiate addicted women for methadone maintenance programs.

NOW, THEREFORE, CFMG agrees as follows:

1. Peer Review Meetings

The Parties agree to schedule and participate in the peer review meetings below in order to evaluate, improve, assess, and coordinate services for all inmates currently utilizing psychotropic medications or who state that they are using psychotropic medications. The Parties shall discuss processes and procedures to improve the quality of care, to identify evaluate issues and prioritize associated action items, and to further assess and coordinate services.

A. Joint Suicide Prevention Peer Review Meetings

These meetings will continue to be held on a monthly basis at the Santa Rita Jail.

These meetings will include representatives from CFMG, BHCS's Adult Forensic Behavioral Health (AFBH) division, and the Alameda County Sheriff's Office (ACSO).

B. Medical Advisory Committee (MAC)

These meetings will continue to be held on a monthly basis at the Santa Rita Jail pursuant to Exhibit A, Section III, Subsection B (Requirements), Paragraph 15, subparagraph b (Medical Advisory Committee), of the Contract.

These meetings will include representatives from CFMG, AFBH, and ACSO.

C. Acute Patient Coordination of Care Meetings for Inmates in OPHU (Out-Patient Housing Unit)

CFMG holds these meetings on a weekly basis at Santa Rita Jail.

CFMG will notify and invite AFBH to attend the meeting if any mental health patient or referral will be discussed during the meeting; CFMG will include a list of any such patient or referral with the notification.

AFBH will notify CFMG before the meeting if it wishes to discuss a particular patient or referral not identified in a notification from CFMG.

These meeting will provide the parties a forum to discuss coordination of care for patients in the OPHU who may have co-occurring medical and mental health issues.

D. Patient Care Planning and Coordination Meetings

These meetings will be held on a weekly at the Santa Rita Jail.

These meetings will include representatives from CFMG and AFBH.

These meetings may be held in conjunction with or immediately preceding or following the Acute Patient Coordination of Care Meetings for Inmates in OPHU.

The main foci of these meetings are patients who are not in the OPHU.

The goals of these meetings include improving the delivery of services to clients (which includes identifying areas of concerns and proposed solutions); developing and improving upon policies, procedures, and notifications; fostering greater collaboration, cooperation, and discussion between CFMG and AFBH; and reviewing care coordination needs, issues, and concerns related to individual patients. Topics for discussion may include training, information and data sharing (and related procedures), development of new forms, staff coverage issues, and introduction of new managers and staff team members.

#### E. Quarterly Site Meetings and Trainings

Quarterly meetings and trainings provide the Parties' respective staff at the Santa Rita Jail and the Glenn E. Dyer Detention Facility opportunities to better coordinate and improve services.

CFMG and AFBH shall discuss meeting and training agendas for proposed quarterly meetings at Santa Rita Jail and the Glenn E. Dyer Detention Facility, respectively, at least 30 days in advance. The Parties may mutually agree to reschedule or postpone any particular quarterly meeting or training.

#### 2. Prescribing Psychotropic Medication

AFBH only prescribes psychotropic medication for inmates receiving mental health services. AFBH only prescribes non-psychotropic medication if necessary to manage side effects of psychotropic medication prescribed by AFBH.

CFMG, whether directly or through its approved pharmacy subcontractor, shall dispense medication prescribed by AFBH.

CFMG shall provide appropriate medical management for inmates undertaking detoxification services or for other medical needs.

#### 3. Notifications

##### a. Inmates Refusing Psychotropic Medication

CFMG shall notify AFBH when an inmate has refused medication prescribed by AFBH for three consecutive days. CFMG shall provide such notifications

to AFBH within 24 hours of the third day. The notification shall include at a minimum the inmate's name, inmate's identification number, and a summary of each instance of refusal and of which medication that was refused.

CFMG shall document each instance when an inmate has refused to take medication prescribed by AFBH in the medication administration record (MAR) in the CorEMR system. (CFMG shall provide AFBH appropriate access in order to review a patient's MAR.)

b. Prescription Expiration

In coordination with its pharmacy provider, CFMG shall provide AFBH a list of any medication prescriptions issued by AFBH that will expire within the next seven (7) days.

The list shall be provided at least once a week and shall include at a minimum the name and identification number of the inmate, the medication that will expire (including dosage information), and expiration date.

c. Laboratory Services and Analyses.

CFMG provides and arranges for laboratory services and analyses, including tests ordered by AFBH. Pursuant to Exhibit A, Section III, Subsection B (Requirements), Paragraph 1, subparagraph (s)(1) (Laboratory Services), of the Contract, once test results are reviewed by CFMG's physician, the results are filed in the inmate's health record and a plan of care established, as appropriate and immediately report crisis levels to the supervising physician.

CFMG shall immediately report any crisis levels to AFBH, including toxic drug levels due to psychotropic medication, related to test results for any inmate receiving mental health services.

If any plan of care is established for an inmate receiving mental health services, CFMG will contemporaneously notify AFBH that such a plan of care was established.

CFMG shall provide to AFBH a copy of test results for laboratory tests requested by AFBH within 24 to 48 hours (which may include by providing appropriate access to CFMG's BioRef or CorEMR systems). AFBH may request an additional medical opinion or consult from CFMG after reviewing any such test result, including about the side effects of psychotropic medications. (See also subparagraph 5(a)(3) ("BioRef") below.)

4. Referrals

a. CFMG Requesting 5150 Evaluation by AFBH

When warranted by the circumstances, CFMG may request that AFBH conduct an evaluation to assess whether an inmate, as a result of a mental health disorder, is a danger to others, or to himself or herself, or gravely disabled (hereinafter, a “5150 evaluation”).

Before CFMG requests a 5150 evaluation, CFMG will conduct a medical assessment of the inmate; CFMG shall exclude a medical condition (including without limitation delirium due to alcohol withdrawal or other medical causes) as the basis for making a request for a 5150 evaluation. CFMG shall immediately notify the AFBH Officer of the Day of such a request personally or by direct conversation over the telephone. If the AFBH officer of the day is not available, then CFMG shall immediately notify the ITR (intake, transfer, and release) Mental Health Staff of such a request personally or by direct conversation over the telephone. During after-hours situations (when AFBH staff are not scheduled to be on site), CFMG shall use the on-call telephone number to provide immediate notification of the request. If suicide prevention is a basis for the request, CFMG shall expressly identify that basis as part of the request and notification.

CFMG and AFBH shall jointly develop and discuss policies, procedures, and training regarding a request for a 5150 evaluation, including notification procedures, recordkeeping, and audits or reviews.

CFMG may independently initiate placement of a patient on an IOL (intensive observation log) or into an intensive observation unit (also called a Safety Cell), if warranted to safety reasons.

b. Emergency Mental Health Referrals submitted by CFMG

An emergency is a situation in which action to impose treatment over the inmate's objection is immediately necessary for the preservation of life or the prevention of serious bodily harm to the inmate or others, and it is impracticable to first gain consent. (*See* 15 Cal. Code Regs. § 1217.)

When warranted by circumstances requiring immediate diagnosis and treatment of unforeseeable mental health conditions, which, if not immediately diagnosed and treated, would lead to serious disability or death, CFMG may request AFBH to conduct an emergency evaluation to assess whether an inmate, as a result of a mental health disorder, require immediate diagnosis and treatment. CFMG shall immediately notify the AFBH Officer of the Day of such a referral personally or by direct conversation over the telephone. If the AFBH Officer of the Day is not available, then CFMG shall immediately notify the ITR (intake, transfer, and release) Mental Health Staff of such a referral personally or by direct conversation over the telephone. During after-hours situations (when AFBH staff are not scheduled to be on

site), CFMG shall use the on-call telephone number to provide immediate notification of the referral. If suicide prevention is a basis for the referral, CFMG shall expressly identify that basis as part of the referral and notification.

Before CFMG submits an emergency referral, CFMG will conduct a medical assessment of the inmate; CFMG shall exclude a medical condition as the basis for making an emergency referral.

CFMG and AFBH shall jointly develop and discuss policies, procedures, and training regarding a request for an emergency referral, including notification procedures, recordkeeping, and audits or reviews.

CFMG may independently initiate placement of a patient on an IOL (intensive observation log) or into an intensive observation unit (also called a Safety Cell), if warranted to safety reasons.

c. Emergency-Prevention Referrals submitted by CFMG

In non-emergency situations<sup>1</sup> and when warranted by the circumstances, CFMG may request AFBH to conduct an evaluation to assess whether an inmate, as a result of a mental health disorder, require immediate mental health services (hereinafter, an “emergency-prevention referral”).

An emergency-prevention referral is appropriate when CFMG has good cause to believe that a mental health assessment by AFBH is required to prevent a mental health emergency from occurring within the next seven (7) days.

Before CFMG submits an emergency-prevention referral, CFMG will conduct a medical assessment of the inmate; CFMG shall exclude a medical condition as the basis for making such a referral. If suicide prevention is a basis for the referral, CFMG shall expressly identify that basis as part of the referral.

CFMG and AFBH shall jointly develop and discuss policies, procedures, and training regarding a request for an emergency-prevention referral, including notification procedures, recordkeeping, and audits or reviews.

CFMG may independently initiate placement of a patient on an IOL (intensive observation log) or into an intensive observation unit (also called a Safety Cell), if warranted to safety reasons.

d. Mental Health Assessment Referrals submitted by CFMG

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<sup>1</sup> An emergency is a situation in which action to impose treatment over the inmate's objection is immediately necessary for the preservation of life or the prevention of serious bodily harm to the inmate or others, and it is impracticable to first gain consent. (See 15 Cal. Code Regs. 15 § 1217.)

When warranted by the circumstances, including a request by an inmate for mental health services or assessment, CFMG may request AFBH to conduct an evaluation to assess whether an inmate, as a result of a mental health disorder, require mental health services (hereinafter, a “mental health assessment referral”). A mental health assessment referral is appropriate when CFMG has good cause to believe that the patient may require non-urgent or non-emergent mental health services.

Before CFMG submits a mental health assessment referral, CFMG will conduct a medical assessment of the inmate; CFMG shall exclude a medical condition as the basis for making such a referral.

CFMG and AFBH shall jointly develop and discuss policies, procedures, and training regarding a request for a mental health assessment referral, including notification procedures, recordkeeping, and audits or reviews. Such development and discussion shall occur on an ongoing basis as needed. The Parties shall also schedule an annual review meeting.

e. Notification of Emergency Medical Situation by AFBH

“Emergency medical situations” means those situations where immediate services are required for the alleviation of severe pain, or immediate diagnosis and treatment of unforeseeable medical conditions are required, if such conditions would lead to serious disability or death if not immediately diagnosed and treated. (*See* 15 Cal. Code Regs. 15 § 1006.)

In the event of an emergency medical situation, AFBH may notify CFMG of the need for immediate medical services. AFBH shall provide such notifications to CFMG’s Lead Nurse (or to another CFMG nurse when the Lead Nurse is not available) personally or by direct conversation over the telephone. CFMG shall document any such notification with respect to a patient’s Medical Record Entry.

CFMG and AFBH shall jointly develop and discuss policies, procedures, and training regarding such notifications, including procedures, recordkeeping, and audits or reviews.

f. Medical Referrals submitted by AFBH

When warranted by the circumstances, AFBH may refer inmates to CFMG for medical services (hereinafter, a “medical referral”).

CFMG and AFBH shall jointly develop and discuss policies, procedures, and training regarding such medical referrals, including procedures, recordkeeping, and audits or reviews. CFMG shall document any such notification with respect to a patient’s Medical Record Entry.



CFMG shall provide the AFBH referrer a status update or summary of the medical assessment within fourteen (14) days of receiving the referral.

## 5. Health Care Information

In order to better coordinate and improve the health care treatments for patient, CFMG and AFBH agree to provide each access to certain health care records. “Treatment” generally means the provision, coordination, or management of health care and related services among health care providers or by a health care provider with a third party, consultation between health care providers regarding a patient, or the referral of a patient from one health care provider to another. (*See 45 CFR § 164.501.*)

### a. CFMG Records

#### 1) General Treatment Purposes

CFMG shall provide AFBH physicians, psychiatrists, providers, clinicians, and lead clerical staff appropriate access to patient records on the CFMG EMR system.

AFBH shall only access such patient records for treatment purposes, including continuity of care, diagnosis, and assessment.

AFBH shall provide notice to CFMG when an employee of AFBH is no longer with AFBH.

#### 2) Prescriptions

CFMG shall provide AFBH physicians, psychiatrists, providers, clinicians, and key clerical staff appropriate access to patient records on the CFMG CorEMR system.

AFBH shall only access such patient records for treatment purposes, including continuity of care, diagnosis, and assessment.

CFMG shall enable AFBH physicians, psychiatrists, and providers to submit prescriptions for patients via the CFMG’s CorEMR system.

#### 3) BioRef

CFMG shall provide AFBH physicians, psychiatrists, providers, clinicians, and key clerical staff appropriate access to the BioRef system in order to access test results and request laboratory test.

AFBH shall only access such patient records for treatment purposes, including continuity of care, diagnosis, and assessment.

b. AFBH Records

1) Treatment Purposes

AFBH shall continue to provide key CFMG staff (i.e., medical director, lead nurses, and designated physicians) appropriate access to Clinicians Gateway.

CFMG shall only access such patient records for treatment purposes, including continuity of care, diagnosis, and assessment.

CFMG shall provide notice to AFBH when an employee of CFMG is no longer with CFMG.

c. Training

The Parties shall provide each other appropriate training regarding use of their respective record systems.

6. The term of this MOU shall begin on the date that the Parties execute this MOU and shall end when the Contract expires or is terminated.
7. Any amendments or modifications to this MOU shall be in writing and signed by authorized representatives from both Parties.
8. To avoid confusion, the Parties acknowledge that this MOU, including any amendment or modification of the MOU, does not constitute an amendment or modification of the Contract. To the extent that there is any conflict between this MOU and the Contract, the Contract shall control.

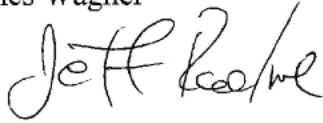
[SIGNATURE PAGE TO FOLLOW]

THE FOREGOING IS UNDERSTOOD, ACCEPTED, AND AGREED TO BY  
ALAMEDA COUNTY BEHAVIORAL HEALTHCARE SERVICES AND  
CALIFORNIA FORENSIC MEDICAL GROUP, INC.

Name: James Wagner

Title: Deputy Director

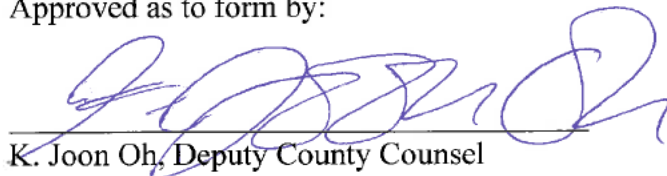
Signature:



Organization: Alameda County Behavioral Healthcare Services

Date: 5-11-18

Approved as to form by:

  
K. Joon Oh, Deputy County Counsel

Name: Briana Elvaiah

Title: CFO

Signature:



For: California Forensic Medical Group, Inc.

Date: 5/3/18