

**FIRST AMENDMENT TO
TULARE COUNTY AGREEMENT NO. 30702**

THIS FIRST AMENDMENT ("Amendment") to Tulare County Agreement No. 30702 (the "Agreement") is entered into by and between the **COUNTY OF TULARE** ("COUNTY") and **PRECISION PSYCHIATRIC SERVICES, INC.** ("CONTRACTOR") as of April 17, 2023, with reference to the following:

- A. The COUNTY and CONTRACTOR entered into the Agreement on July 1, 2022, to provide comprehensive Behavioral Health Care Services for the Tulare County Criminal Justice Facilities;
- B. COUNTY and CONTRACTOR now wish to amend the Agreement in order to add Early Access Stabilization Services (EASS).

ACCORDINGLY, COUNTY and CONTRACTOR agree as follows:

- 1. Exhibits A (Scope of Work), A-2 (Precision Staffing), and B (Compensation) to the Agreement are hereby replaced and superseded by the attached Exhibits A and B.
- 2. Exhibit A-3 (State EASS Agreement) is added.
- 3. This First Amendment becomes effective April 17, 2023.
- 4. Except as provided above, all other terms and conditions of the Agreement shall remain in full force and effect.

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TULARE COUNTY AGREEMENT NO. 30702-A

**FIRST AMENDMENT TO
TULARE COUNTY AGREEMENT NO. 30702**

THE PARTIES, having read and considered the above provisions, indicate their agreement by their authorized signatures below.

PRECISION PSYCHIATRIC SERVICES, INC.

Date 5/1/23

By 

Print Name Harjeet Brar

Title President

Date 5/1/23

By 

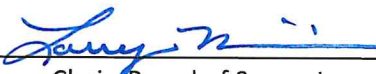
Print Name Minty Dillon

Title CEO

[Pursuant to Corporations Code section 313, County policy requires that contracts with a Corporation be signed by both (1) the chairman of the Board of Directors, the president or any vice-president (or another officer having general, operational responsibilities), and (2) the secretary, any assistant secretary, the chief financial officer, or any assistant treasurer (or another officer having recordkeeping or financial responsibilities), unless the contract is accompanied by a certified copy of a resolution of the corporation's Board of Directors authorizing the execution of the contract. Similarly, pursuant to California Corporations Code section 17703.01, County policy requires that contracts with a Limited Liability Company be signed by at least two managers, unless the contract is accompanied by a certified copy of the articles of organization stating that the LLC is managed by only one manager.]

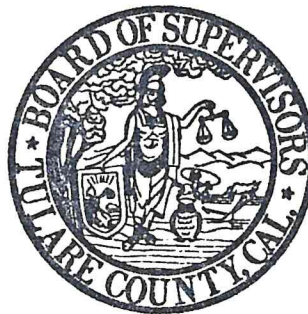
COUNTY OF TULARE

Date May 9, 2023

By 
Chair, Board of Supervisors
LARRY MICARI

ATTEST: JASON T. BRITT
County Administrative Officer/Clerk of the Board
of Supervisors of the County of Tulare

By 
Deputy Clerk



Approved as to Form:
County Counsel

By Allison K. Pierce
Deputy

Matter # 2023512
Date 5/2/23

EXHIBIT A

SCOPE OF SERVICES

1. Definitions

The following terms as used throughout this Agreement and Exhibits shall have the meanings as set forth below.

- 1.1 **“ADP”**: The Average Daily Population, which shall be determine by the sum of the number of Inmates in the Sheriff’s Detention Facilities and Youth in the Probation Department Facilities at or around 11:59 p.m. for each day of the month divided by the total number of days in the month.
- 1.2 **“Agreement”**: Shall mean the various documents, including Appendixes that constitute the contract between the CONTRACTOR and COUNTY.
- 1.3 **“Ancillary Care”**: Healthcare services provided to support the work of the primary physician. This includes, but is not limited to, laboratory tests and radiology.
- 1.4 **“Board of State and Community Corrections”**: The State agency that oversees the application and compliance with California Code of Regulations Title 15 (Program) and Title 24 (Facility) Standards for the operation of local juvenile and adult detention facilities.
- 1.5 **“Chronic Care”**: Medical care that addresses pre-existing or long-term illness, as opposed to acute care which is concerned with short term or severe illness or brief duration. This includes, but is not limited to, asthma, diabetes, hypertension, congestive heart disease, and chronic bronchitis.
- 1.6 **“CONTRACTOR”**: Precision Psychiatric Service Inc., whose principal office is located at 4045 Stockdale Highway, Bakersfield, Ca 93309, its employees and agents.
- 1.7 **“COUNTY”**: County of Tulare, its officers, agents, volunteers, individually and collectively.
- 1.8 **“Custody Staff”**: Those COUNTY employees who work in any of the Sheriff Detention Facilities or the Probation Department Facilities.
- 1.9 **“Danger to Others”**: Danger to others should be based on words or actions that indicate the person in question either intends to cause harm to a particular individual or intends to engage in dangerous acts with gross disregard for the safety of others.
- 1.10 **“Danger to Self”**: The criteria may be either a deliberate intention to injure oneself or a disregard of personal safety to the point where injury is likely. The danger must be present, substantial, physical, and demonstrable.

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- 1.11 **“Days”**: Calendar days, unless otherwise indicated.
- 1.12 **“Delay in Treatment”**: The Eighth Amendment requires Inmates and Youth be provided ready access to adequate Medical Services. The Eighth Amendment has a prohibition against care which is medically unacceptable under the circumstances or is chosen in conscious disregard of an excessive health risk. Subject to the above, a delay in treatment could include, but is not limited to, denial or delay in access to medical personnel, denial of access to appropriately qualified health care personnel, failure to inquire into facts necessary to make professional judgments, failure to carry out medical orders, and failure to treat an Inmate’s or Youth’s condition which could result in further injury or unnecessary and wanton infliction of pain.
- 1.13 **“Discharge Plan”**: The amount of medication provided upon release is at the discretion of the psychiatrist for short-term continuity upon release and arranging necessary follow-up Health Services before the Inmate or Youth’s release to the community.
- 1.14 **“Facility Manager”**: Designee of the Sheriff or Probation Departments charged with the day-to-day operations of the detention facilities holding Inmates or Youth.
- 1.15 **“Formulary”**: A written list of prescriptions and nonprescription medications that are ordinarily available to authorized prescribers, including consultants, working for the facility.
- 1.16 **“Fully-Loaded Labor Hourly Rate”**: Fully loaded hourly rates include the base salary, fringe benefits, health insurance and overhead combined.
- 1.17 **“Grievance”**: A grievance is any complaint or dispute expressing dissatisfaction with any aspect of the operations, activities, or behavior of the CONTRACTOR or its third-party Providers concerning Mental health care.
- 1.18 **“Health Services”**: The sum of all actions, prevention and therapeutic, taken for the physical well-being of an Inmate or Youth. Health care includes medical, dental, nutrition, and other ancillary services as well as maintaining clean and safe environmental conditions.
- 1.19 **“Health Education”**: Information on preventing illness, self-care for an existing health condition(s), and maintaining a healthy lifestyle.
- 1.20 **“HHS”**: Tulare County Health & Human Services Agency.
- 1.21 **“Hospitals”**: Including but not limited to Kaweah Delta District Hospital, Sierra View Hospital, and any other COUNTY hospital or any other out of County hospital.

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- 1.22** **“HSA”:** CONTRACTOR’s Health Services Administrator who shall be responsible for employee hiring; staff development, evaluation and discipline; case management; policy and procedure development and implementation; and administrative supervision and coordination of CONTRACTOR’s service, physician, consultant and ancillary services Providers for the Sheriff’s and Probation Departments.
- 1.23** **“Initial Health Assessment”:** The process where an Inmate or Youth’s health status is evaluated, including questioning the patients about symptoms. The extent of the evaluation shall include, but not limited to laboratory and/or diagnostic tests for Communicable Diseases, Physical Examination, etc.
- 1.24** **“Initial Health Screening”:** The process of structured inquiry and observation intended to identify potential emergency situations among new Inmates or Youth and to ensure that Inmates or Youth with known illnesses and those on medications are identified for further assessment and continued treatment.
- 1.25** **“Inmate”:** An adult in actual physical custody of the Sheriff’s Office, including those Inmates under guard at outside Hospitals.
- 1.26** **“Medical Audit Committee (MAC)”:** Appointed County staff from HHSA, Sheriff, Probation, and CONTRACTOR.
- 1.27** **“Medical Services”:** The combination of Health and Mental Health Services, including Oral Care, Vision Care and Ancillary Services.
- 1.28** **“Mental Health”:** Mental Health Services that include but are not limited to Substance Use Disorder, Medication Assisted Therapy, Restoration of Competency, and Diagnosed mental health disorders.
- 1.29** **“Non-compliance”:** Failure to meet the standards referenced in Section 3.1.
- 1.30** **“Peer Review”:** The process of having a health professional’s work reviewed by another professional of at least equal training in the same general discipline, such as the review of the facility’s physicians by the responsible physician.
- 1.31** **“Pharmaceuticals”:** Over the Counter (“O.T.C.”) medications, Formulary and non-formulary medications, psychotropic medications, back-up pharmacy expenses, injections, and/or any related costs to procuring and/or providing such, courier service, and dispensing fees.
- 1.32** **“Physical Examination”:** An objective, hands-on evaluation of an individual performed by a Provider or Qualified Health Care Professional. It involves the

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inspection, palpitation, and percussion of an Inmate's or Youth's body to determine the presence or absence of physical signs of illness.

- 1.33** **“Probation Department”:** Tulare County Probation Department
- 1.34** **“Probation Detention Facilities”:** Probation Juvenile Detention Facility
- 1.35** **“Property”:** All COUNTY Equipment and other COUNTY real and personal Property.
- 1.36** **“Provider”:** A Physician, Physician Assistant, Nurse Practitioner or other licensed health care Providers employed by the CONTRACTOR.
- 1.37** **“Qualified Mental Health Care Professional”:** Includes Physicians, Physician Assistants, Nurses, Nurse Practitioners, Psychiatrists, Therapists and others by virtue of their education, credentials, and experience are permitted by law to evaluate and care for Inmates or Youth.
- 1.38** **“Sheriff and Probation State Minimum Standards”:** Those standards set forth in the California Code of Regulations, Title 15, Division 1, Chapter 1, Subchapter 4, Article 11 Medical Services §§ 1200-1230; California Code of Regulations, Title 15, Division 1, Chapter 1, Subchapter 5, Article 8 Health Services §§1400-1454; California Penal Code § 6030.
- 1.39** **“Sheriff Detention Facilities”:** Tulare County Bob Wiley Detention Facility, Sheriff's Pre-Trial Facility and South County Detention Facility, cumulatively.
- 1.40** **“Sheriff's Office”:** Tulare County Sheriff's Office
- 1.41** **“Special Needs”:** Any physical, developmental, mental, sensory, behavioral, cognitive, or emotional impairment or limiting condition that requires medical management, health care intervention, and/or use of specialized services or programs.
- 1.42** **“State”:** The State of California
- 1.43** **“Staffing Plan”:** Lays out the full-time equivalent (FTE) staff coverage required. A Staffing Plan is a detailed schedule on which classifications of staff are assigned to positions for the health care unit.
- 1.44** **“Tulare County Medical Services (TCMS)”:** A COUNTY program through which the County contracts for hospital services to serve Inmate and Youth criminal justice clients.

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- 1.45** **“Youth”:** Any person who is in the custody of the Probation Department. This person may be under 18 years of age or over 18 years of age. This includes persons whose cases are under the jurisdiction of the juvenile court and persons whose cases are under the jurisdiction of the adult court.

2. Exceptions to Treatment

CONTRACTOR shall not be responsible for the following:

- 2.1** CONTRACTOR shall not be financially responsible for significant changes in treatment standards, which materially affect the cost to CONTRACTOR of providing health care services and are either not U.S. Food and Drug Administration (FDA) approved or are not part of the NCCHC standards at the time this Agreement is entered into. CONTRACTOR will be responsible for treatment standards within the scope of services defined hereunder that become required through new regulations that are binding in the State of California or through local requirements health officer requirements and judicial rulings that are binding in the State of California. Notwithstanding the foregoing, Parties agree to negotiate in good faith revised compensation in consideration of costs associated with newly required treatment standards.
- 2.2** CONTRACTOR shall not be financially responsible for costs of or associated with experimental procedures.
- 2.3** CONTRACTOR shall not be financially responsible for any costs incurred after an Inmate or Youth is released from the COUNTY's custody.
- 2.4** CONTRACTOR shall not be financially responsible for any costs associated with smoking cessation treatment or classes.
- 2.5** CONTRACTOR shall not be financially responsible for any inpatient psychiatric admissions.
- 2.6** CONTRACTOR shall follow the standards and provide mental health treatment for gender dysphoria care as outlined in the World Professional Association for Transgender Health (WPATH) Standards of Care. Such treatment shall include any medically necessary pre-surgical and post-surgical mental health treatment for gender dysphoria. CONTRACTOR shall not be financially responsible for costs associated with outpatient or inpatient care related to gender dysphoria.
- 2.7** CONTRACTOR shall notify COUNTY within ten (10) business days of having knowledge, or reasonably expected to have knowledge, that mental health treatment

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has commenced which qualifies as an Exception to Treatment. Otherwise, the treatment will not be considered an exception to treatment.

3. Mental Health Services Standards

3.1 Provide the mode of service delivery that provides the most practical and efficient delivery system to meet California Medical Association (CMA) Accreditation. Provide high quality Mental Health care services that meet the standards established by the American Correctional Association (ACA), the National Commission on Correctional Health Care (NCCHC), and Title 15 and Title 24 of the California Code of Regulations (CCR), barring any obstruction from physical design of the facilities or for other reasons that are beyond CONTRACTOR's control. Notwithstanding the foregoing, CONTRACTOR is required to maintain NCCHC accreditation. The contractor is not required to obtain ACA accreditation.

3.2 Implement a facility specific Mental Health Services manual of written policies and defined procedures approved by COUNTY to address, at a minimum, all standards and regulations in accordance with Section 3.1.

3.2.1 Each policy and procedure, and treatment plan in the Mental Health care delivery system is reviewed annually and revised as reasonably necessary at the request of the COUNTY. Each policy bears the date of the most recent review or revision and signature of the reviewer. CONTRACTOR will review custody policy and procedures annually to ensure consistent practice as it relates to Mental health care.

3.3 CONTRACTOR shall maintain NCCHC accreditation throughout the term of the contract including any extensions of the contract.

4. 24-Hour Emergency Coverage

A licensed registered nurse or a licensed vocational nurse must be available to respond to each adult and juvenile facility twenty-four (24) hours per day. The CONTRACTOR shall provide, 24/7 on-call emergency mental health services by a psychiatrist. In the event emergency mental health services are required for treatment of an Inmate or Youth, CONTRACTOR shall provide onsite mental health intervention services by a licensed health care professional. In the event the licensed health care professional is not a Mental Health Practitioner, an on-call psychiatrist will be available for telephonic consultation, if deemed necessary.

5. CONTRACTOR Responsibilities

The CONTRACTOR shall provide Mental Health care to the COUNTY's adult and juvenile facilities by agreeing to:

EXHIBIT A

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- 5.1** Comply with applicable laws, regulations, codes, and guidelines regarding health care services, licensing, and requirements for the State of California.
- 5.2** The CONTRACTOR shall be the sole supplier and coordinator of Mental Health Care services for the adult and juvenile facilities. The CONTRACTOR shall be responsible for administering all mental health pharmaceutical services for all Inmates at the adult facilities and all Youth at the juvenile facilities.
- 5.3** The responsibility for Mental Health care commences with the medical clearance at the booking of an Inmate at the Tulare County adult facilities or of the Youth at the juvenile facilities and ends with the discharge of the Inmate or Youth from COUNTY custody.
- 5.4** COUNTY may book Inmates or Youth “in absentia” (bedside booking) but the CONTRACTOR will only assume financial responsibility for mental health services delivered to inmates or Youth who have been deemed fit for incarceration and booked into the COUNTY detention facilities through the standard intake process.
- 5.5** CONTRACTOR shall obtain appropriate releases of information and coordinate discharge planning with the Provider. Any costs associated with mental health care provided prior to booking shall not be the responsibility of the CONTRACTOR.
- 5.6** Mental Health Care Services must meet all provisions of the Section 3.1 for juvenile and adult detention facilities and other regulations to be in compliance with current status and applicable case law.
- 5.7** The CONTRACTOR shall be expected to maximize the use of the adult and juvenile facilities for the provision of all mental health and applicable ancillary services. The CONTRACTOR shall make accommodations with adult and juvenile facilities in order to prevent unnecessary use of hospitalization and security resources. In the event that hospital services are necessary, CONTRACTOR shall not be responsible for cost associated with in-patient hospital services.
- 5.8** CONTRACTOR shall observe and comply with all applicable Tulare County Sheriff’s Office and Probation Department policies and procedures.
- 5.9** CONTRACTOR shall observe and comply with all applicable COUNTY policies and procedures as provided.
- 5.10** CONTRACTOR shall provide effective management services to mental health care professionals.

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- 5.11** CONTRACTOR shall maintain a collaborative and open relationship with the Tulare COUNTY Sheriff's Office, Probation Department, and Health and Human Services Agency in the provision of services and operations and in future planning and evaluation of services.
- 5.12** CONTRACTOR shall collaborate with the contracted health care provider in the provision of services and operations and in future planning and evaluation of services.
- 5.13** CONTRACTOR shall maintain frequent communication and consultation with the local medical community, Hospitals and other outside care Providers, and parents/guardians to provide the most complete evaluation and treatment of individuals who are held or housed in either the adult or juvenile facilities.
- 5.14** CONTRACTOR will cooperate with COUNTY and will prepare any and all documents necessary or required by the State of California to cause and enable COUNTY to be eligible for and receive State or Federal funds for Medical Services paid for by CONTRACTOR under this Agreement.
- 5.15** CONTRACTOR shall minimize the need to move Inmates or Youth between or outside the adult and juvenile facilities, to reduce outside medical costs by providing expanded services in-house, or by other methods.
- 5.16** CONTRACTOR shall operate mental health care programs in accordance with Exhibit A.1 for 24-hours a day and 7 days a week (24/7) nursing care coverage using only licensed, certified, and professionally trained personnel and ensuring that services based on Section 3.1.
- 5.17** CONTRACTOR shall provide four (4) hours of STC training per year to include mental health issues and suicide prevention for Sheriff's Office and Probation Department's staff at adult and juvenile facilities in health screening and observation of Inmates and Youth.
- 5.18** CONTRACTOR shall ensure that no Inmates or Youth will be used to provide any mental health care services, including direct patient care, translation services, or clerical services.
- 5.19** CONTRACTOR shall provide copies of any and all other supplemental accreditations to the COUNTY.
- 5.20** CONTRACTOR shall track and report services delivered to Inmates sentenced to Tulare County pursuant to California Assembly Bill 109 ("AB109") on a monthly basis.

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- 5.21** CONTRACTOR shall meet with the COUNTY to discuss any changes or new legislation impacting service delivery. In the event such changes cause a material change in the scope of services, both parties shall work together to renegotiate the financial terms of this agreement.
- 5.22** Upon notice of any critical incident that may expose the COUNTY to liability, CONTRACTOR shall notify COUNTY HHSA as soon as practicable, but no later than twenty-four (24) hours following the incident. Said notice shall be via telephone or email to the COUNTY HHSA contract manager at the email address listed in this provision. Within one business day CONTRACTOR shall also provide a formal written report of the critical incident. Critical incidents include any Inmate or Youth's death, including by suicide, any suicide attempt requiring immediate off-site care, or allegations of excessive force or civil rights violations that may trigger the COUNTY's general liability coverage. CONTRACTOR must also notify COUNTY HHSA of any allegations of harassment or discrimination as soon as reasonably possible. Notice should be provided to COUNTY HHSA's contract manager by fax to 559-624-1071 and email to HHSAriskmail@tularecounty.ca.gov.
- 5.23** The COUNTY Sheriff/Probation Departments will provide the CONTRACTOR written directions for court orders received via electronic notification or other means as soon as possible. CONTRACTOR's health care personnel shall be available for court inquiries and/or appearances when required.
- 5.24** In the event of a HIPAA breach, violation, or allegation, CONTRACTOR shall fully cooperate with COUNTY Privacy and Compliance Officers, or designees and shall comply with all applicable requirements set forth in attached Exhibit D - HIPAA Business Associate Agreement.
- 5.25** CONTRACTOR shall cooperate fully in aiding COUNTY to investigate, adjust, settle, or defend any claim, action, or proceeding, including writs of habeas corpus, brought in connection with the provision of Mental health care with which CONTRACTOR may be connected.
- 5.26** CONTRACTOR shall be responsible for providing adequate time, for annual security training by COUNTY Sheriff's and Probation Department and provide adequate in-service trainings for mental health care employees.
- 5.27** CONTRACTOR shall provide a medical summary, list of medications and documents required to transfer to outside-detention facilities within 48 hours of notice.
- 5.28** CONTRACTOR shall provide the COUNTY with a quarterly report providing information summarizing claims received and paid from all outside hospitals and

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healthcare providers. CONTRACTOR and COUNTY shall meet quarterly to discuss any issues or concerns regarding the billing and payment process.

- 5.29** CONTRACTOR shall address all Mental Health issues at all COUNTY facilities based on Section 3.1.
- 5.30** The CONTRACTOR's health care personnel shall be available for court appearances virtually or in-person when required, upon reasonable notice.
- 5.31** CONTRACTOR'S administration shall, if requested by the Facility Manager, provide an explanation for the purpose of coordinating care and hospital transport outside of Tulare County.
- 5.32** Inmate and Youth Mental Health care services shall include but not be limited to:
- Psychosocial assessments and evaluations using a standardized and comprehensive assessment tool;
 - Treatment plan development;
 - Medication evaluation, administration and monitoring;
 - Individual and group psychotherapy;
 - Crisis response, intervention; and de-escalation;
 - Crisis Stabilization;
 - Psycho-education groups;
 - Co-occurring/dual diagnosis services;
 - Case management, discharge planning and linkage services;
 - Family therapy for Youth as needed;
 - Participation in Mental Health Court and other specialty courts as may be required or ordered
- 5.33** The Respondent must identify and provide treatment and therapy to all Inmates diagnosed with a serious mental illness (SMI), in accordance with NCCHC standards as well as Title 15. SMI is defined as: Any Inmate who currently, or at any time during the past year, has a severe and persistent mental, behavioral, or emotional diagnosed disorder that has resulted in functional impairment that substantially interferes with or limits one or more major life activities. The Respondent must describe the policy/protocols to be followed and how they will address SMI concerns.
- 5.34** CONTRACTOR will implement a 15-bed (12 male and 3 female) Jail-Based Competency Training (JBCT) program at the Adult Pre-Trial Facility. This program will need to have its own staffing matrix and budget. Staff allocated to this program will not cover other facility needs while working in the program. Please see Exhibit A-2 for requirements of this program.

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5.34.1 CONTRACTOR shall implement Early Access and Stabilization Services (EASS) for up to 25 individuals charged with felony offenses and found by the courts to be Incompetent to Stand Trial pursuant to Penal Code section 1370, hereafter referred to as felony incompetent to stand trial (“IST”) patients. This program has its own staffing matrix and budget. Staff allocated to this program will not cover other facility needs while working in the program. Exhibit A-3 contains the requirements of this program. CONTRACTOR will provide services in accordance with the requirements set forth in Exhibit A-3.

5.35 CONTRACTOR understands that COUNTY contracts separately with other providers for medical and dental care for inmates and youth, and for special programs, including targeted behavioral and mental health services for youth who have been committed by the Court to a local custodial program or to the Secure Youth Treatment Facility. CONTRACTOR will coordinate and exchange health and mental health information with COUNTY’S contracted medical and special program providers as necessary to fulfill CONTRACTOR’S obligations under this Agreement and to ensure coordination of care among and between COUNTY providers, in compliance with state and federal law. To facilitate the exchange of information, CONTRACTOR will grant COUNTY’S contracted medical and special program providers access to CONTRACTOR’S electronic health record system and will facilitate the exchange of any non-electronic health records.

5.36 Substance Use Disorder

5.36.1 Substance use disorder (SUD) services for eligible YOUTH and INMATES are to include assessments, treatment plan development, detoxification management, counseling (individual and group), treatment of co-occurring/dual diagnosis disorders, psycho-education, and medication assisted treatment.

5.37 Suicide Prevention

5.37.1 CONTRACTOR will develop and work with the Sheriff and Probation Department facility administrators on implementation of a suicide prevention program in accordance with Section 3.1.

5.37.2 CONTRACTOR will provide suicide awareness and prevention training annually to new COUNTY custody staff as a part of the annual four (4) hour STC training.

6. Medical Services

CONTRACTOR shall meet requirements for providing services as described in Section 3.1.

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6.1 Initial Health Screening

- 6.1.1** Initial Health Screening will be performed by the contracted health care provider. Any mental health care referrals generated from this screening are the responsibility of the CONTRACTOR. CONTRACTOR will be work collaboratively with the health care provider to ensure all needed services are offered.

6.2 Initial Health Assessment

- 6.2.1** An Initial Health Assessment which includes medical history and a physical and mental health assessment must be completed for each adult Inmate coming into the custody of the Sheriff's Office and within ninety-six (96) hours or less of intake into any juvenile facility by the health care contractor. CONTRACTOR will be responsible for any referrals generated from this assessment. CONTRACTOR will be work collaboratively with the health care provider to ensure all mental health needed services are offered.
- 6.2.2** Initial Health Assessments shall be completed annually (every 12 months) of the date of the last health assessment by the health care contractor. In the case of re-incarceration within 12 months, a new assessment shall only be completed if there are changes in patient status or health condition upon new receiving screen and the previous health assessment was conducted within the last 12-month period. CONTRACTOR will be work collaboratively with the health care provider to ensure all needed services are offered.

6.3 Sick Call

- 6.3.1** CONTRACTOR shall ensure that there is a process for all Inmates and Youth to initiate requests for mental health care services on a daily basis. CONTRACTOR shall also make certain that COUNTY approved health care request forms are readily available to all Inmates and Youth. CONTRACTOR shall use a priority system to triage requests within twenty-four (24) hours and schedule clinic services for the Inmate or Youth to be seen by a licensed health care professional within the following twenty-four (24) hours, not to exceed seventy-two (72) hours. CONTRACTOR shall ensure that there is an expedited sick call process for Inmates or Youth with an unstable chronic mental health condition identified during the Initial Health Screening to be seen by the Provider on the next sick call provider day.
- 6.3.2** All sick call requests will be filed in the Inmate's or Youth's medical record.
- 6.3.3** Provider Sick Call shall be provided by a Qualified Health Care Professional at a minimum of five (5) days a week to be split among the adult and juvenile facilities,

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as clinically indicated. CONTRACTOR shall establish a system for twenty-four (24) hour Provider on-call services to cover all facilities.

6.3.4 CONTRACTOR shall ensure staffing is available to conduct Sick Call seven (7) days per week at each adult and juvenile facility. COUNTY acknowledges that upon occasion, Nursing Sick Call will not occur due to facility conditions beyond the control of the CONTRACTOR. CONTRACTOR shall notify HHSA prior to canceling any nursing sick calls and will utilize established assessment tools and protocols to facilitate Nursing Sick Call approved by HHSA.

6.3.5 Sick calls shall be triaged by a Qualified Health Care Professional

6.4 Involuntary Psychiatric Hold

6.4.1 CONTRACTOR will work collaboratively with the Tulare County Mental Health Department to develop policies and procedures that address the working relationship and responsibilities of each party.

6.4.2 The Inmate or Youth will remain in the detention facilities if he/she does not meet Welfare and Institutions Code 5150 (WIC 5150) criteria and can be managed safely and treated in the detention facilities by the CONTRACTOR.

6.4.3 If CONTRACTOR determines an involuntary psychiatric hold (WIC 5150) may be necessary, a (Mental Health Professional or Psychiatric Provider) shall conduct a mental health evaluation of the Inmate or Youth. The evaluation shall include an assessment of the Inmate or Youth's current mental health status and a risk assessment. The Qualified Health Care Professional shall also attempt therapeutic interventions. If, after an evaluation and interventions, the Qualified Health Care Professional believes a psychiatric hold (WIC 5150) is necessary, CONTRACTOR will submit a request for approval of hospitalization to the Crisis Services Manager, or his/her designee, with the Tulare County Psychiatric Emergency Team (PET).

6.4.4 The request for approval of hospitalization from PET must include notification via fax to (559) 730-9937 and phone call to (559) 623-0900. Faxed notification must include the following:

- Notification Packet;
- Current mental health status;
- Risk assessment;
- Therapeutic interventions attempted;
- Charges pending against the Inmate or Youth; and
- Initial intake completed by CONTRACTOR at booking

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- 6.4.5** If a Qualified Health Care Professional is not present at any Tulare County detention facility to complete an evaluation, then the CONTRACTOR will provide emergency psychiatric services per Section 4 of Exhibit A. In such a circumstance, CONTRACTOR's available, on-site medical professionals will complete the mental health evaluation and therapeutic interventions under the telephonic supervision and direction of an on-call psychiatrist. If, after an evaluation and interventions, the on-call psychiatrist believes a psychiatric hold (WIC 5150) is necessary, CONTRACTOR will submit a request for approval of hospitalization to PET pursuant to Section 7.2.3.1 above.
- 6.4.6** If the CONTRACTOR does not have on-site medical professionals to complete the mental health evaluation, therapeutic interventions, and psychiatric services per section 4 of Exhibit A are not available, CONTRACTOR may utilize the Tulare County Psychiatric Emergency Team (PET) in absence of CONTRACTOR's staff. Upon COUNTY's request, the parties shall enter negotiations in good faith to determine a mutually agreeable compensation to the COUNTY for the utilization of its resources.
- 6.4.7** If an inpatient admission is required for an Inmate or Youth due to WIC 5150, Tulare County Mental Health shall secure a bed space in an acute psychiatric facility. Tulare County Mental Health will provide discharge summaries to the CONTRACTOR upon release of an Inmate or Youth from an inpatient treatment facility to facilitate continuity of care.
- 6.4.8** In the event that there is not a bed space immediately available for an Inmate or Youth currently in custody who meets the WIC 5150 criteria, CONTRACTOR shall continue to provide mental health services until such time as a bed space can be located. During this time, Tulare County Mental Health shall continue to work diligently to secure a bed space and shall provide CONTRACTOR with daily updates regarding said efforts.
- 6.4.9** Tulare County Mental Health Department shall retain the cost of psychiatric inpatient services.

6.5 Individualized Treatment Plan(s)

- 6.5.1** A written individualized treatment plan will be developed by Qualified Health Care Professional staff for Inmates or Youth requiring close mental health care supervision, including chronic care, and includes directions to mental health care staff regarding their roles in the care and supervision of these Inmates or Youth in accordance with Section 3.1.

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6.6 Chronic Mental Health Care

- 6.6.1** All Inmates or Youth with chronic illness shall be tracked on a chronic mental health illness roster. This roster is to be submitted to HHSA monthly prior to the Medical Audit Committee meeting.
- 6.6.2** The chronic disease management program shall measure the number of Inmates or Youth with chronic illnesses and ensure they receive their medication without a Delay in Treatment.
- 6.6.3** All Inmates or Youth on the chronic care roster shall be evaluated and their care plans updated every ninety (90) days to determine if urgent care is needed.

6.7 Off-Site Referrals

- 6.7.1** Off-site appointments are confidential. Due to safety and security concerns, the CONTRACTOR is prohibited from releasing Inmate or Youth appointment and related information to anyone other than Sheriff and Probation Departments.
- 6.7.2** The CONTRACTOR will have policies and procedures for referring Inmates or Youth to specialty care Providers when determined medically necessary by the CONTRACTOR to ensure there is no Delay in Treatment of Mental Health Services.

6.8 Medi-Cal Enrollment of Inmates

- 6.8.1** Upon notification by CONTRACTOR of Inmates or Youth with potential ongoing medical needs, the County Administrator or Designee, shall take reasonable steps, both upon incarceration, and periodically thereafter, and (if necessary) at the time that off-site inpatient services are provided, to screen inmates for eligibility to enroll in the MCIP/MCIEP and, with respect to inmates and wards who are so eligible, shall assist the Inmates and Youth with enrollment to the extent such assistance is legally permissible.
- 6.8.2** CONTRACTOR agrees to use its reasonable best effort to facilitate MCIP/MCIEP eligibility for Medi-Cal covered services and shall provide COUNTY and/or County-designated third-party billing contractor with all documentation that may be required to facilitate claiming of or reimbursement for the cost of Medi-Cal covered services by the COUNTY.
- 6.8.3** CONTRACTOR shall notify the County Contract Administrator and HHSA within 24 hours of any Inmate, or Youth who may have a hospital stay longer than 24 hours. Upon notification, HHSA designee shall make efforts to begin the process of determining eligibility for Medi-Cal. CONTRACTOR will provide all necessary

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information in the medical file as may be needed to secure coverage and reimbursement.

- 6.8.4** COUNTY agrees to use its best reasonable effort to facilitate Medi-Cal payment for items and services that are covered by Medi-Cal, and shall provide to or obtain from CONTRACTOR and providers that furnish such services (or their designated agents) all documentation required to facilitate Medi-Cal payment for such services.

6.9 Informed Consent

- 6.9.1** Examinations, treatments, and procedures are governed by informed consent in the language spoken by the Inmate or Youth in accordance with Section 3.1.

- 6.9.2** CONTRACTOR shall have a defined policy and procedure for obtaining informed consent which shall include but is not limited to any instances in which a competent Inmate or Youth refuses Mental health care either verbally or in writing.

6.10 Access to Treatment

- 6.10.1** Information regarding access to mental health care services will be communicated verbally and in writing (English and Spanish) to Inmates and Youth upon their arrival at the facilities.

- 6.10.2** Signs posted in English and Spanish describing sick call availability and procedure shall be posted in booking and in the common areas of the living units.

- 6.10.3** Provide appropriate and adequate bilingual services, including but not limited to Spanish-speaking personnel for monolingual Inmates and Youth.

6.11 Inmate Transportation

- 6.11.1** Non-emergency transportation shall be coordinated by the CONTRACTOR in conjunction with the Tulare County Sheriff's Office or with the Probation Department. Such non-emergency transportations shall be the financial responsibility of the COUNTY.

- 6.11.2** All offsite utilization, including transports, shall be retroactively reviewed at the monthly MAC meetings to determine medical necessity.

- 6.11.3** CONTRACTOR shall meet standards in Section 3.1 through coordination and cooperation with the applicable COUNTY departments.

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6.12 Chemical Dependency

- 6.12.1** Inmates or Youth booked into the Tulare County Detention Facilities who are intoxicated shall be monitored by mental health staff in accordance with established written policies and procedures in accordance with Section 3.1.
- 6.12.2** The CONTRACTOR shall coordinate methadone maintenance and detox programs to all Inmates and Youth with the contracted Health Care provider, as clinically indicated by the medical director.

6.13 Outpatient Housing

- 6.13.1** The CONTRACTOR shall utilize Tulare County detention facilities in order to prevent unnecessary use of hospitalization and security resources.
- 6.13.2** Providers shall sign an admittance order for Inmates or Youth housed in Out Patient Housing Unit (OPHU).
- 6.13.3** Inmates or Youth admitted to the OPHU shall receive checks by mental health staff no less than every twelve (12) hours.
- 6.13.4** Providers shall examine Inmates or Youth housed in the OPHU no less frequently than every seven (7) days.
- 6.13.5** All Inmate and Youth admissions and discharges to and from the outpatient housing unit shall be authorized by responsible mental health care staff.

6.14 Medical Waste

- 6.14.1** CONTRACTOR shall be responsible for the handling and disposal of mental health related services medical waste in accordance with state and local regulations.
- 6.14.2** CONTRACTOR shall develop a mental health related services medical waste management plan, as required under the Medical Waste Management Act.

7. Monitoring Inmates or Youth in Separation

- 7.1** To prevent depression, suicidal behavior and/or a digression of physical well-being, Inmates or Youth placed out of general population in isolated cells for any reason

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shall be evaluated by licensed clinical staff in accordance with Sheriff and Probation Department policies and Section 3.1.

8. Grievances

- 8.1** CONTRACTOR will respond to all Grievances initiated by Inmates or Youth through the Sheriff or Probation Department's Grievance procedure concerning Mental Health care services.
- 8.2** CONTRACTOR will follow the current grievance policy and procedure with TCSO and Probation Departments for the communication and resolution of Inmate and Youth complaints.
- 8.3** Grievances reported in relation to Mental Health care will be reviewed monthly by the Medical Audit Committee.
- 8.4** CONTRACTOR shall provide a copy of each of their responses to all Mental Health care grievances from the Sheriff's Department and Probation to HHSA. In addition, the grievances will be uploaded into the Inmate or Youths medical chart.

9. Ancillary Care Services

- 9.1** CONTRACTOR shall provide the necessary supplies, forms and tests for medically ordered laboratory diagnostic services. CONTRACTOR shall be responsible for arranging transportation and delivery of all laboratory specimens.

10. Pharmaceuticals

10.1 Pharmaceutical Services

- 10.1.1** COUNTY shall be solely responsible for the provision of all mental health care pharmacy services, including contacting for and financially securing such pharmaceuticals.
- 10.1.2** COUNTY shall work with the best overall cost Pharmacy in order to comply with Section 3.1 at all facilities. Pharmaceutical services purchasing, delivery and cost will be handled by COUNTY, but the management of Pharmaceuticals, over the counter medications, and dispensing and administration of medications will be handled by the CONTRACTOR.
- 10.1.3** CONTRACTOR will conduct med pass between the hours of 6:00am-9:00pm for the Youth and 6:00am-11:00pm for the Inmates outside a medical emergency.

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- 10.1.4** CONTRACTOR shall provide all verified, valid “bridge” prescriptions for Inmates or Youth who enter the detention facilities currently on psychiatric medications. Inmates who receive such bridge medications shall receive a face-to-face evaluation with a psychiatrist within seven (7) days of initiation of the medication. Youth who receive such bridge medications shall receive a face-to-face evaluation with a psychiatrist within seven (7) days of initiation of the medication.
- 10.1.5** Continuity of medications shall occur within twenty-four (24) hours for all Inmates and Youth, unless there are extenuating circumstances that prevent the prescription of such medications, in which case the Inmate or Youth shall be evaluated by a physician or mid-level practitioner within twenty-four (24) hours to determine an alternative treatment plan.
- 10.1.6** CONTRACTOR shall provide medication upon release and the quantity is at the discretion of the psychiatrist for short-term continuity upon release for all Inmates or Youth currently receiving medication while in custody to Contractor’s contracted pharmacy as defined on the Discharge Brochure and at no cost to the Inmate or Youth upon release from custody. However, if upon release a Youth will be placed outside of Tulare County in a foster home, group home, or suitable relative’s home, CONTRACTOR shall provide a twenty-eight (28) script or quantity approved by the prescribing physician of medication at no cost to the Youth.
- 10.1.7** In addition to the supply of medication indicated in section 11.1.5, CONTRACTOR shall also provide an additional twenty-eight (28) day prescription script telephonically transmitted to the contracted pharmacy chain to all Inmates or Youth currently on medication, upon release from custody. The cost to purchase the prescribed medication shall be the sole responsibility of the Inmate or Youth.
- 10.1.8** The CONTRACTOR must have a process and procedures in place for involuntary medication of Inmates and Youth who are in a mental health crisis, gravely disabled, and either dangerous to self or others, which complies with the requirements of California Penal Code sections 2603 and 1369.1, Title 15 of the California Code of Regulation, Columbia v. Harper, 494 US 210 (1990), US v. Loughner, 672 F3d 731 (9th Cir 2012) and other applicable statutes, regulations, and case law.

10.2 Management of Pharmaceuticals

- 10.2.1** The CONTRACTOR shall provide a Formulary and describe the criteria and process used to make exception to medicines in the Formulary. The Formulary must include a list of psychotropic medications, which shall include all classes of Pharmaceuticals currently approved.

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- 10.2.2** CONTRACTOR shall store, dispense and administer all Pharmaceuticals in accordance with State of California pharmaceutical guidelines.
- 10.2.3** The CONTRACTOR shall provide an updated Formulary whenever the Formulary is modified.
- 10.2.4** As further delineated in Section 16.8.1 below, CONTRACTOR shall inventory all controlled substances and sharps per shift.

10.3 Administering of Medications

- 10.3.1** The CONTRACTOR shall ensure all medication is administered and delivered by Qualified Health Care Professional in accordance with the CONTRACTOR's medication policy and procedures, at all COUNTY Detention Facilities.
- 10.3.2** CONTRACTOR shall record all administered prescribed medications on the Medication Administration Record (MAR) which will become part of the permanent medical record.
- 10.3.3** If a medication is not administered as prescribed, CONTRACTOR will document in the MAR notating the reason (i.e. refused, in court).

11. Subcontractors

- 11.1** If this Agreement is terminated for any reason, CONTRACTOR shall not be relinquished of any liabilities to its subcontractors under this Agreement for compensation earned for either services or work performed, or for any other liabilities, not previously paid. CONTRACTOR shall be solely responsible for payments of amounts owed to its subcontractors, and County will not pay lost anticipated profits or other economic loss. At the request of the COUNTY, the CONTRACTOR shall provide the COUNTY a copy of any subcontractor billing for Medical Services on behalf of the CONTRACTOR.

12. Health Records

- 12.1** CONTRACTOR shall maintain complete and accurate mental health records separate from the Tulare COUNTY Criminal Justice Facilities, Sheriff Office and Probation Department confinement records of the Inmate in accordance with CMA 501-504 regulations. In any criminal or civil litigation where the physical or mental condition of an Inmate is at issue, CONTRACTOR shall provide COUNTY with access to such records and, upon written request of COUNTY.

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12.2 All mental health, and ancillary records prepared and maintained by the CONTRACTOR shall be the Property of the HHSA. HHSA shall be the custodian of records and respond to subpoenas regarding medical records and/or treatment. At the termination of the contract, the medical records shall become the Property of the COUNTY and any costs associated with this transfer shall be the responsibility of COUNTY. CONTRACTOR will forward copies of subpoenas, court orders or Public Records Act requests to HHSA's Office of Compliance and Ethics at ComplianceOfficer@tularecounty.ca.gov within one (1) business day of receipt.

12.3 Electronic Medical Record

12.3.1 CONTRACTOR shall ensure that the management and operational responsibilities for mental health care services are transitioned as seamlessly as possible from the previous County contracted provider's management, to ensure continuity of care and minimal disruption to services provided. CONTRACTOR shall make a good faith effort to migrate all historical EMR records as timely as possible. All electronic records stored within the previous contracted provider's EMR system should be made available to CONTRACTOR in an agreeable format such that these records can be electronically attached to CONTRACTOR'S electronic health records system. Until such time that CONTRACTOR receives and processes all previous electronic records, CONTRACTOR will develop a process with previous contracted provider to have access to all previous medical record data. The CONTRACTOR shall not be responsible for delays in the aforementioned transition plan/duties due to the previous County contracted provider's failure to promptly cooperate with the CONTRACTOR.

12.3.2 COUNTY shall provide CONTRACTOR read-only access to the COUNTY's jail management system (JMS). CONTRACTOR will work with COUNTY to implement an electronic medical record (EMR) at the COUNTY Facilities, provided that CONTRACTOR's EMR will integrate with COUNTY's JMS. CONTRACTOR shall bring in its own management system for clinic management, including EMR, if applicable. No interface with COUNTY Medical systems will be required.

12.3.3 CONTRACTOR is anticipating the use of the existing COUNTY network to provide Internet connectivity for any CONTRACTOR-provided computers and time clocks. This would include any LAN/WAN network hardware (routers, switches, firewalls, etc.) as well as cabling infrastructure to facilitate physical connectivity to the COUNTY devices. Should CONTRACTOR require any additional network cabling above and beyond that which is already installed, CONTRACTOR shall provide these requirements to the COUNTY at the onset of the project, with the understanding that the COUNTY would facilitate the installation of said cabling at the expense of CONTRACTOR. COUNTY shall be responsible for costs associated with installing wireless networks in the medical locations of the COUNTY Criminal Justice Facilities if a wireless network becomes necessary.

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13. CONTRACTOR PERSONNEL

13.1 Staffing Plan

- 13.1.1** CONTRACTOR and COUNTY have agreed on a Staffing Plan that is expected to adequately address the mental health needs of the Inmates/Youth. The Staffing Plan attached as Exhibit A.1 includes agreed-upon staffing pattern necessary to provide mental health care services defined hereunder for Inmate and Youth population. CONTRACTOR shall maintain, at a minimum, the staff levels as set forth in Exhibit A.1. This plan will also include information on which classifications are backfilled and which are not, i.e. registered nurses would be backfilled if they are sick. The program director would have paid time off and not be backfilled.
- 13.1.2** CONTRACTOR shall make provisions in their staffing plan to cover periods of vacation, educational or sick time by including appropriate relief factors and per diem staff. The CONTRACTOR shall specify in their staffing plan relief factors.
- 13.1.3** During the terms of this agreement, the Sheriff's Office is building a new detention facility. If the project is completed within the term of the Agreement, it is proposed that there will be a net increase in Inmate population based on an ADP. The increase in ADP, and new additional services to be provided at the new facility may result in a necessary change in staffing levels, and services, and compensation payments made by the COUNTY to CONTRACTOR under this agreement. The parties agree to meet and negotiate in good faith an amendment to this agreement.
- 13.1.4** CONTRACTOR's Staffing Plan shall provide all mental health services and administration of mental health pharmaceuticals.. The Staffing Plan shall include staffing of physicians, nurses, administrators, and clerical staff. Personnel must be California licensed and qualified to perform the required services.
- 13.1.5** CONTRACTOR shall maintain a core staff as necessary to carry out all required mental health care services and administrative support services as appropriate and necessary, either directly or through established arrangements and referrals to perform and manage all contract required services. CONTRACTOR shall, at all times, meet all staffing requirements at all facilities as described in Section 3.1.
- 13.1.6** Staffing levels shall include, at a minimum, 7-day, 24 hour-nursing coverage. The CONTRACTOR shall coordinate with COUNTY any positions expected to be staffed by Sheriff's Office and/or Probation Department, such as staffing the Outpatient Housing Unit or during sick call (clinic care visits).
- 13.1.7** The Contracted hours per month, day and shift will be executed as presented in the Staffing Plan. COUNTY recognizes there may be needed adjustments at times and

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the staffing will flex in an effort to cover facility needs, work load changes, sick days or other vacancies. Nonetheless, all nursing and medical staff shall be covered by Qualified Health Care Professional. If CONTRACTOR cannot appropriately manage the facilities without major/permanent adjustments or alterations, CONTRACTOR shall request a meeting with COUNTY to develop and agree to a new plan.

13.2 Shift Coverage and Daily Attendance Records

- 13.2.1** Copies of staffing schedules shall be posted in designated areas and submitted to the HHSA contract monitor daily. Actual shift coverage will be submitted daily to the HHSA contract monitor.

13.3 Credit for Inadequate Coverage

- 13.3.1** Any work post left vacant in whole or in part of any shift will result in a credit to the COUNTY equal to the CONTRACTORs cost of that position, had the Work Post been staffed (salary plus benefits of the individual assigned to that Work Post for hours the post is vacant). In addition, the CONTRACTOR shall be liable for penalties pursuant to the terms of this Contract.

13.4 Penalty for Inadequate Staffing

Each facility must be fully staffed within 90 days per the approved staffing matrix. A Work Post is considered staffed when a qualified individual is present at the facility performing all the position's duties.

13.5 Staff Minimum Qualifications

The medical professional and individuals providing services through the CONTRACTOR MUST meet specific minimum qualifications. The CONTRACTOR may present applicants who do not meet minimum criteria to be considered on a case-by-case basis.

Psychiatrist - Doctor of Medicine or Doctor of Osteopathy degree from a medical or osteopathic school approved pursuant to Chapter 5 of the California Business and Professions Code.

- a. Completion of an accredited psychiatry residency; and
- b. License to practice medicine in the State of California; and
- c. Certification by the American Board of Psychiatry and Neurology or Board Eligible; and
- d. Psychiatry services shall be provided in-person for at least 75% of the contracted hours.

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13.6 Staff Development and Training

- 13.6.1** Needs assessments for staff in-service training is also coordinated through the CONTRACTOR. CONTRACTOR is responsible for coordinating the provision of an in-service training program at each site. In addition to specific in-service training programs, monthly staff meetings are utilized to provide on-going training.

13.7 Staff Licenses

- 13.7.1** Comply with applicable laws, regulations, codes, and guidelines regarding health care services, licensing, and requirements for the State of California. All Staff licenses shall be maintained in active status and be submitted annually to COUNTY. Copies of licensures shall be maintained on-site and at the corporate office.

13.8 Appointment of Key Staff

- 13.8.1** CONTRACTOR and COUNTY shall jointly interview and the HSA or equivalent. CONTRACTOR upon written request of the COUNTY, shall remove the HSA when in the opinion of the COUNTY persons performing those duties fail to act in the best interest of the COUNTY in the provision of services under this Agreement.

13.9 Prison Rape Elimination Act of 2003 (PREA) P.L. 108-79

- 13.9.1** CONTRACTOR and CONTRACTOR's staff who are providing services pursuant to this Agreement and have any level of interaction or potential for interaction with Inmates or Youth, shall comply with the Prison Rape Elimination Act of 2003 (PREA) and agree to have all staff trained initially, and every two years thereafter, by the Sheriff's Office and the Probation Department, respectively.

13.10 Responsibility for Acts of Personnel

- 13.10.1** CONTRACTOR assumes sole and full responsibility for its acts and the acts of its personnel. CONTRACTOR understands and agrees that COUNTY does not assume liability for the actions of CONTRACTOR's subcontractors or agents. CONTRACTOR agrees that it has no right to indemnification or contribution from COUNTY for any judgments rendered against CONTRACTOR, its subcontractors or agents.
- 13.10.2** COUNTY reserves the right to notify the HSA when there is a concern about the performance of the CONTRACTOR's employees or subcontractors. Further, COUNTY expects reasonable and professional intervention to handle any and all disciplinary matters with CONTRACTOR's employees. The CONTRACTOR shall immediately remove an employee, and replace that employee in a timely manner,

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when requested to do so in writing, for any reason, by the Probation Department or Sheriff's Office.

13.11 Claims Against Personnel

- 13.11.1** CONTRACTOR agrees that any claim on behalf of any person arising out of employment or alleged employment by CONTRACTOR (including, but not limited to, claims of discrimination against CONTRACTOR, its officers or its agents) are the sole responsibility of CONTRACTOR and are not the responsibility of COUNTY. CONTRACTOR shall indemnify and hold COUNTY harmless from any such claims asserted against the COUNTY. Any person who alleges a claim arising out of employment or alleged employment by CONTRACTOR shall not be entitled to any compensation, rights, or benefits from COUNTY (including, but not limited to, tenure rights, medical and hospital care, sick and annual/vacation leave, severance pay, or retirement benefits).

13.12 Background Checks

- 13.12.1** COUNTY will require a background check on all personnel and will maintain the right to veto the use of any on-site employee or sub-contractor, based on results of the background check.. CONTRACTOR will be responsible for advising the Sheriff's Department and Probation Department before scheduling a new employee at a facility to provide adequate time for a background check, facility orientation, and training. Two weeks' notice is needed for a security clearance for staff. The cost of obtaining the security clearance will be done at the CONTRACTORs expense. Staff may **not** work on-site while awaiting security clearance. The CONTRACTOR must agree to remove any employee immediately and promptly replace that employee when requested by HHSA, Sheriff's, or Probation Departments.
- 13.12.2** COUNTY shall maintain the right to reject any on-site employee or subcontractor by sending notification to CONTRACTOR in writing, for reasonable cause. The CONTRACTOR shall be responsible for advising the Probation Department and Sheriff's Office in advance of scheduling a new employee at a facility to provide adequate time for background check, facility orientation, and training. Approximately two weeks' notice is needed for security clearance for initial staff. Staff may not work onsite while waiting for security clearance. The CONTRACTOR shall immediately remove an employee, and replace that employee in a timely manner, when requested to do so in writing, for any reason, by the Probation Department or Sheriff's Office. In addition, persons employed by CONTRACTOR who fail to obtain security clearance may be denied admittance in the Sheriff's Detention Facilities and/or Probation Detention Facilities.

13.13 Equal Employment Opportunities

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- 13.13.1** The CONTRACTOR shall comply with all provisions of federal, state, and local regulations to ensure that no employee or applicant for employment is discriminated against because of race, religion, color, gender, sexual preference, marital status, age, disability, or national origin.

13.14 Cultural Competency

- 13.14.1** CONTRACTOR shall assure the cultural competency of health center staff, which may be accomplished through regular training activities made available to all personnel and/or through hiring bilingual/bicultural staff and medical interpreters.

13.15 Job/Position Descriptions

- 13.15.1** CONTRACTOR shall develop and maintain written job descriptions for all personnel participating in the health center operations. Job descriptions must be consistent with the actual tasks and responsibilities performed by employees and must be signed by each employee. Job Description parameters of practice outlined in the Business and Professions Code, Nursing Practice Act, and any other appropriate licensing authorities, e.g., Pharmacy Board, Medical Board, etc. Job descriptions shall be reviewed/updated annually to address changing job duties to meet the needs of the service delivery.

14. Office Space and Equipment

- 14.1** The COUNTY agrees to provide CONTRACTOR with office space, facilities, equipment, utilities, including all local telephone costs. The COUNTY shall provide necessary maintenance and housekeeping of the office space and facilities. CONTRACTOR agrees it has inspected the adult and juvenile facilities' health care units and that such space and facilities are sufficient for its agents, employees and subcontractors to perform all of the obligations required under this Agreement. COUNTY shall be responsible for providing substitute space should the designated facilities become unsafe as determined by the COUNTY.
- 14.2** The COUNTY shall continue to provide to CONTRACTOR, beginning on the date of commencement of this Agreement, possession and control of all COUNTY medical and office equipment, and supplies in place at the adult and juvenile facilities' health care unit. At the termination of this or any subsequent Agreement, CONTRACTOR shall return to the COUNTY possession and control of all supplies, medical and office equipment, in working order, except for reasonable wear and tear, which were in place at the adult and juvenile facilities' health care unit prior to the commencement of services under this Agreement.

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- 14.3** CONTRACTOR shall not use COUNTY premises, Property (including equipment, instrument and supplies) or personnel for any purpose other than in the performance of its obligations under their Agreement.
- 14.4** The COUNTY shall provide for each Inmate and Youth receiving mental health care services the same services and facilities provided by the COUNTY for all Inmates and Youth at the adult and juvenile facilities including, but not limited to, daily housekeeping services, dietary services, building maintenance services, personal hygiene supplies and services, and linen supplies.
- 14.5** CONTRACTOR, at own cost, shall be responsible for replacing and maintaining all equipment required in providing Mental Health and Ancillary Services to the COUNTY's adult and juvenile detention facilities. In the event CONTRACTOR determines additional equipment is necessary, CONTRACTOR shall be responsible for the purchase of such equipment. Upon contract termination, the COUNTY reserves the right to purchase any equipment purchased by CONTRACTOR for on-site uses. The purchase price for the COUNTY shall be the actual cost of the equipment purchased; less depreciation computed using double declining balance over a seven (7) year life.

15. Quality Management Services

15.1 CONTRACTOR Quality Management Program

- 15.1.1** CONTRACTOR shall conduct quality management/Peer Review activities, including regularly scheduled reviews and responses to specific incidents or complaints. Peer reviews shall occur no less than annually for all licensed staff. CONTRACTOR will provide periodic reports to the Medical Audit Committee (MAC) in a format and frequency prescribed by the COUNTY including, but not limited to, continuous quality improvement (CQI) reports, studies, findings and related data.
- 15.1.2** In addition to tracking these areas, any death shall be reported within one (1) working day to the Sheriff's Office in the event it is first discovered by CONTRACTOR, Probation Department, HHSA, and COUNTY Risk Manager in compliance with Section 5.26.

15.2 Statistical Data Collection Reports

CONTRACTOR shall provide site-specific monthly statistical reports to the MAC. The CONTRACTOR's statistical reports shall include workload data on sick call visits, wait time (from sick call slip submittal to medical visit), hospitalizations, ER visits, prescribed medications, etc. Results of quality management activities must be

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reported. Reports shall be established and agreed upon between the CONTRACTOR and COUNTY. CONTRACTOR and COUNTY shall perform a comprehensive overview of the Medical Services to determine what other data should be included as part of this data. A report of the data should be prepared monthly and submitted electronically with the MAC agenda prior to each monthly meeting.

15.3 Medical Audit Committee

15.3.1 Monthly, HHSA will coordinate a MAC meeting for the Sheriff's Office and Probation Department. This committee will consist of appointed HHSA, CONTRACTOR, Sheriff's Department and Probation Department staff. The CONTRACTOR shall provide statistical data which includes, but is not limited to CQI findings, hospitalizations, medication delivery, off-site clinic services etc.

15.3.2 The MAC is responsible for developing, recommending, and implementing all policies and procedures necessary for the operation of mental health care services. The CONTRACTOR's MAC representatives shall consist of the HSA, Mental Health Medical Director and other staff approved by COUNTY.

15.3.3 The meeting shall follow an agenda prepared by the HHSA with CONTRACTOR participation, which shall be distributed electronically two (2) weeks before the meeting. HHSA shall coordinate, facilitate and assign follow-up tasks for each meeting. The minutes shall be distributed electronically two (2) weeks before the meeting for review and shall be subject to approval at each meeting. A separate MAC meeting for Probation and Sheriff's shall be conducted monthly at a time and place mutually agreed upon.

15.3.4 The purpose of these meetings shall be to evaluate statistics, program needs, staffing, mental health services issues or concerns, and relationship between custody, and health personnel in accordance with Section 3.1.

15.4 Quarterly Executive Meetings

15.4.1 The CONTRACTOR shall participate in quarterly executive meetings. The quarterly executive meetings will include HHSA, Sheriff's Department, Probation Department staff, and the CONTRACTOR. The purpose of these meetings shall be to evaluate statistics, program needs, problems, and interrelationships between custody, health, and mental health personnel.

15.5 Monitoring & Evaluation

15.5.1 Based on the findings from the activities set forth in Section 3.1, CONTRACTOR shall ensure that the quality and adequacy of Mental health care are assessed at least

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monthly and meet the standards set forth in Section 3.1; and shall include a process for identifying and correcting deficiencies in the Mental health care delivered.

15.6 County Quality Assurance

15.6.1 COUNTY shall be responsible for maintaining a quality assurance plan to assure quality care to all Inmates and Youth. The plan shall include quarterly Medical Services Audits, and annual inspections as required by Section 3.1. The Quality Assurance plan shall include the following:

- Review/study of activities/functions/program components of Mental health care on a scheduled and unscheduled basis.
- Documentation and scheduling of inspection frequency, and the individual(s) responsible for performing the inspections.
- Methods for identifying and preventing deficiencies.
- Minutes of regular quality assurance meetings, include identification of system weaknesses/deficiencies, corrective action taken, and ongoing documentation of improvements being made.

16.6 Discharge Plan

16.6.1 CONTRACTOR shall provide appropriate linkage to care, upon release of Inmates or Youth from COUNTY Detention Facilities when further or on-going treatment is medically necessary, such as for chronic medical conditions. CONTRACTOR shall also assist Sheriff and Probation Departments in developing a Discharge Plan for Inmates and Youth being released from custody.

16.7 Sharps Handling and Accountability

16.7.1 The CONTRACTOR is responsible for maintaining a daily log with an accurate count of all Sharps and other sharp instruments, including but not limited to blades, needles (atraumatic, free and hypodermic) and drill bits. CONTRACTOR shall have a defined Policy and Procedure for Sharps security and a sign out sheet.

16.8 Required Inspections

At any time during the Agreement, the COUNTY, as well as State and Federal auditors and any other persons duly authorized by the COUNTY shall, upon reasonable notice, have full access to and the right to examine and copy all books, records, and other documents maintained or retained by or on behalf of the CONTRACTOR as related to the terms of this Agreement.

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16.9 Board of State and Community Corrections (BSCC) Annual Inspections

16.9.1 CONTRACTOR shall be knowledgeable about the applicable regulations and standards that govern the Sheriff's Detention Facilities and the Probation Detention Facilities and shall take all necessary steps to be prepared for and to pass the BSCC inspection.

16.9.2 If the CONTRACTOR fails to meet and maintain applicable standards under the control and responsibility of CONTRACTOR, the COUNTY shall fine the CONTRACTOR each quarter that they are deficient in accordance with Exhibit B, Section 5. CONTRACTOR and COUNTY shall work together on the development of any corrective action plans related to Mental health care non-compliance ratings. CONTRACTOR shall be solely responsible financially for any monetary sanctions and/or remediation of reported non-compliance pertaining to the provision of Mental health care.

16.10 COUNTY Environmental Health, Medical Services, Nutrition Health and Pharmacy Inspections

16.10.1 To assure compliance, CONTRACTOR shall actively prepare for, and participate in, any inspections or quarterly audits as outlined in Section 16.5 of the Sheriff's Detention Facilities and Probation Detention Facilities. CONTRACTOR shall be responsible for the remediation of reported non-compliance pertaining to Mental health care.

16.10.2 The CONTRACTOR will work cooperatively, fully communicate, promptly provide information and documentation, and fully share information with the HHSA staff who provide oversight of the contract, unless otherwise privileged or protected under applicable law.

16.10.3 Results of the medical quality assurance reviews will be provided to the CONTRACTOR quarterly. CONTRACTOR will review findings and will advise the MAC committee of any recommended corrective action.

16.10.4 CONTRACTOR may provide written responses to COUNTY regarding issues identified in the medical reviews, or findings to which the CONTRACTOR is in disagreement with, within thirty (30) days of receiving them, unless an extension is granted in writing by the HHSA contract manager.

16.11 Contract Monitoring

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- 16.11.1** The COUNTY retains the right of access to all data and records deemed necessary to monitor the contract services. Contract monitoring will include, but not limited to, quarterly audits of medical records and service records to evaluate the CONTRACTORS compliance with this Agreement and Section 3.1.

16.12 Clinical Laboratory Improvement Amendments

- 16.12.1** The CONTRACTOR shall maintain standards and certification required by Clinical Laboratory Improvement Amendments (CLIA) and shall maintain Clinical Laboratory Registration (CLR) with the State of California. All CLIA and CLR certification and/or registration fees will be the responsibility of CONTRACTOR.

16. Key Performance Indicators

CONTRACTOR shall meet the following Performance Indicators and report on them quarterly:

1.	Medical Provider Sick Call: Inmate and Youth sick call requests shall be seen within 24 hours or the first subsequent day qualified health professionals are available, but not to exceed 72 hours.	Inmates and Youth who fill out a request and are seen/treated within 72 hours.	All Inmates and Youth who fill out a request (calculated net of refusals, discharges, and unavailable Inmates and Youth).	90%
2.	Expedited Medical Provider Sick Call: Next provider day sick call provided for all Inmates and Youth when unstable chronic care conditions are identified at intake.	Inmates and Youth who are signed up and are seen/treated by the next provider day.	All Inmates and Youth who are signed up for sick call (calculated net of refusals, discharges, and unavailable Inmates and Youth).	90%
3.	Annual Medical Exams: All Inmates and Youth in custody longer than 12 consecutive months shall have an annual medical examination.	Number of Inmates and Youth who have had the annual exam.	Number of Inmates and Youth in custody longer than 12 consecutive months.	90%
4.	Special Housing – Rounds: Each Inmate	Inmates and Youth in medical/	All Inmates and Youth in separation	90%

EXHIBIT A

SCOPE OF SERVICES

	or Youth in medical/behavior separation will be seen once each 24 hours by Qualified Health Care Professional, including once a week by a physician if determined to be medically necessary by Qualified Health Care Professional.	Mental separation housing seen timely on rounds by appropriate staff with appropriate documentation.	housing medical/behavior restriction.	
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16.1 In the event the CONTRACTOR fails to substantially comply with any of the above referenced Performance Indicators, as documented by a quarterly report, CONTRACTOR shall develop and submit to the COUNTY for review a corrective action plan within thirty (30) days of the quarterly report. Said corrective action plan shall be implemented upon CONTRACTOR receiving COUNTY's written approval.

17.1 In the event the CONTRACTOR fails to substantially comply with any of the above referenced Performance Indicators as documented by a second consecutive monthly report in accordance to Section 16.2.1, COUNTY may assess within thirty (30) days after determining Performance Indicators have not been met, a penalty as outlined in Exhibit B, Section 5 for each failed Performance Indicator. Provided that CONTRACTOR substantially complies with the Performance Indicator for which the corrective action plan was implemented, as indicated by the subsequent quarterly report, no penalty shall be assessed. For the purpose of this Section, "substantially" is defined as compliance in less than 90% of reported instances unless otherwise indicated. CONTRACTOR agrees that failure to substantially comply with any of the above referenced Performance Indicators shall constitute a material breach of this Agreement. The County will not assess performance indicator penalties until January 1, 2023.

16.2 Instances where noncompliance is beyond CONTRACTOR'S control shall be excluded from denominators for each Key Performance Indicator defined above. By way of example, specific to Key Performance Indicator #3, compliance may be barred by delays on part of the Sheriff's Office. Upon receipt of supporting documentation from CONTRACTOR, COUNTY will review and determine whether a corresponding reduction in the relevant denominator for those instances in which non-compliance is beyond CONTRACTOR'S control is warranted.

Precision Staffing

Mental Health Organizational Structure: Adult + JBCT + EASS							
	Original		Revised Agreement FTE's Full Time Equivalent (FTE)				
	Headcount	Actual FTE	MH Base	JBCT	EASS*	EASS Implementat ion**	New Total
	MH Base + JBCT	MH Base + JBCT					
MH Director	1.00	1.25	0.50	0.75	-	0.10	1.35
Medical Director (psychiatrist) (hybrid)	1.00	1.05	1.05	-	0.05		1.10
Psychiatrist (clinical +PMHNP sup)	2.00	2.92	1.92	0.75	0.80		3.47
PMHNP	2.00	3.00	3.00	-	-		3.00
Nurse	4.00	5.60	4.10	1.00	0.50		5.60
LVN	2.00	8.40	6.90	-	1.50		8.40
Psychologist (hybrid)	1.00	1.00	0.00	1.50	1.00	0.10	2.60
Therapist	5.00	5.00	2.57	2.00	1.68		6.25
Case Manager/Social Worker	1.50	1.50	1.00	0.50			1.50
MA	2.50	2.50	2.00	0.50			2.50
Program Director	0.00		0.00	-	0.10	0.15	0.25
Competency Trainer			0.00	-			0.00
Total	22.00	32.22	23.04	7.00	5.63	0.35	36.02

Mental Health Organizational Structure: Juvenile								
	Original			Revised				
	Headcount	Actual FTE		Full Time Equivalent (FTE)				
	MH Base + JBCT	MH Base + JBCT		MH Base	JBCT	EASS*	EASS Implementat ion**	New Total
MH Director	0.25	0.31		0.31				0.31
Medical Director (psychiatrist) (hybrid)	0.10	0.10		0.10				0.10
Psychiatrist (clinical +PMHNP sup)	0.50	0.50		0.50				0.50
PMHNP	0.10	0.15		0.15				0.15
Nurse	0.05	0.07		0.07				0.07
LVN	1.50	6.32		6.32				6.32
Psychologist (hybrid)	0.10	0.10		0.10				0.10
therapist	1.50	1.50		1.50				1.50
Case Manager/Social Worker	0.50	0.50		0.50				0.50
MA	0.50	0.50		0.50				0.50
Total	5.10	10.05		10.05				10.05
27.10		42.27						46.07

Original Agreement (HeadCount) 27.10
 Revised Agreement (FTE) 46.07

* EASS Program Staffing includes staff dedicated for ongoing program operations .

**EASS Implementation includes staff time necessary to develop the program. One-time cost of staff to start up program.

Exhibit A-3
State EASS Agreement

EXHIBIT A
SCOPE OF WORK**1. CONTRACTED PARTIES:**

- A. The County of Tulare and/or their authorized designee, hereafter referred to as Contractor, agrees to provide services (as defined in Section 6) to the Department of State Hospitals (DSH) pursuant to the terms and conditions of this Agreement.

2. SERVICE LOCATION:

- A. The services shall be performed at the Tulare County Adult Pre-Trial Detention Facility (hereafter referred to as "APTF"), California.

3. SERVICE HOURS:

- A. Contractor shall provide Early Access and Stabilization Services, hereafter referred to as "Services," in jail during normally scheduled business hours, to individuals identified by DSH and Contractor to require said services.

4. PROJECT REPRESENTATIVES:

- A. The project representatives during the term of this Agreement shall be:

DSH Contract Manager:		DSH Administrative Contact:	
Section/Unit: Community Forensic Partnerships Division		Section/Unit: Community Forensic Partnerships Division	
Attention: Selene Mujica Program Manager		Attention: Andrea Delgadillo, Staff Services Analyst	
Address: 1215 O Street, MS-9 Sacramento, CA 95814		Address: 1215 O Street, MS-9 Sacramento, CA 95814	
Phone: (916) 651-7913	Fax: (916) 651-1168	Phone: (916) 562-2540	Fax: (916) 651-1168
Email: Selene.Mujica@dsh.ca.gov		Email: Andrea.Delgadillo@dsh.ca.gov	

Tulare County Contract Manager:		Tulare County Sheriff Contact:	
Section/Unit: HHSA		Section/Unit: Tulare County Sheriff	
Attention: Cecilia Herrera		Attention: Lt. Cyrena Robles	
Address: 5957 S. Mooney Blvd Visalia, CA 93277		Address: 833 S. Akers, Visalia, CA 93277	
Phone: (559) 624-8480	Fax:	Phone: (559)731-3823	Fax:
Email: CAHerrera1@tularecounty.ca.gov		Email: CRobles@tularecounty.ca.gov	

Either party may make changes to the contact names or information above by giving written notice to the other party. Said changes shall not require an amendment to this Agreement.

5. PROGRAM IMPLEMENTATION FUNDS:

- A. The DSH shall reimburse Contractor for initial program implementation costs incurred under this Agreement. The implementation costs shall include, but are not limited to:
- i. Psychotropic medications including long-acting injectable medications;
 - ii. Initial administrative operating expenses and equipment.

6. SUMMARY OF WORK TO BE PERFORMED:

A. Overview

Contractor shall provide Early Access and Stabilization Services to individuals charged with felony offenses and found by the courts to be Incompetent to Stand Trial pursuant to Penal Code section 1370, hereafter referred to as felony incompetent to stand trial ("IST") patients. Services will be provided to felony IST patients awaiting admission into a DSH facility or community-based program who are housed in a county jail. The county jail may or may not host a Jail Based Competency Treatment ("JBCT") program.

B. Services to be Performed

By mutual agreement, in writing, and at the request of DSH, Contractor shall:

1. Provide substantive treatment Services, as outlined by DSH, to all felony IST patients referred to the Contractor by DSH;
2. Provide one-to-one clinical engagement to felony IST patients by using Contractor's clinical staff;
3. Provide psychiatric services to felony IST patients including the assessment and identifying of appropriate psychotropic medication, initiation of the psychotropic medication prescription, medication regimen, medication management, and follow-up, including the use of long-acting injectable medications;
4. Provide basic competency education to felony IST patients, as defined in section 7D below.

7. CONTRACTOR RESPONSIBILITIES:

- A. Contractor shall provide Services to felony IST patients not yet admitted into a DSH facility or community-based program. Contractor shall offer a combination of services in a virtual format and in-person. All mental health and competency treatment services will comply with state and federal regulatory requirements, including any DSH Early Access and Stabilization program policies and procedures, Title 15 of the California Code of Regulations, and National Commission on Correctional Health Care ("NCCHC") correctional community standards for mental health care.

In providing Early Access and Stabilization services, Contractor shall adhere to the program outlines contained in Exhibit A-1, Program Elements.

Substantive Treatment shall be defined as treatment in addition to the level of the local jail baseline mental health treatment and that is restoration focused. This may include, but is not limited to, any of the following, as clinically indicated: the diagnosis, administration, and management of medication with the goal of stabilization and restoration; clinical contacts and evaluations; multi-modal, experiential, and remedial competency training modules, either in a group or individual format, when clinically appropriate; and the development, monitoring, and modification of treatment plans.

- B. **Record Review:** Contractor shall ensure that an evaluation of each felony IST patient is conducted through, at a minimum, a review of the patient's current medical and mental health records.
- C. **General Mental Health Services:** Contractor shall conduct a general mental health assessment to ascertain the felony IST patient's mental health issues and provide individualized mental health support necessary to improve the felony IST patients' psychiatric stability.
- D. **Psychiatric Services:** Contractor shall provide psychiatric services, which shall include any of the following:
 - 1. Psychiatric evaluation and medication management services with a licensed psychiatric prescriber or advanced nurse practitioner;
 - 2. Administration of medication for patients with involuntary medication orders (IMOs), when clinically indicated;
 - 3. Writing Administrative Law Judge (ALJ) certifications necessary to acquire an IMO for patients, as necessary, pursuant to Penal Code section 1370, subdivision (a)(2)(C).
 - 4. Psychiatry testimony in ALJ hearings, as needed;
 - 5. Psychological assessments as needed;
 - 6. Treatment planning;
 - 7. Data tracking relative to offered services and restoration rates.

Regarding stabilization of psychiatric symptoms, treatment interventions will Focus on aggressive medication management and monitoring of psychiatric symptoms;

- 1. Focus on multi-modal, experiential, and remedial training modules, either in a group or individual format;
 - 2. Ensure close monitoring of offered services and patient's responsiveness to treatment. If patient is showing minimal responsiveness to treatment, in accordance with best practices, Contractor will appropriately modify and augment treatment with a focus on attempting to receive maximum treatment responsiveness for the felony IST patient.
 - 3. Utilize the DSH Psychopharmacology Network (DSH PRN Consult) as directed by DSH and to obtain consultation for difficult psychiatric cases.
- E. **Competency Education:** Contractor shall provide individual competency education as clinically appropriate. Contractor will also provide group competency education as applicable and available. Contractor will be responsible for providing felony IST patients a competency education workbook and learning materials for self-study. Competency education will be commensurate with the felony IST patients' individual needs and barrier(s) to competency to stand trial. Competency education will be provided by a competency trainer or a clinician. The Contractor's competency trainer and/or clinician will reinforce mental health and competency restoration concepts with the goal of improving felony IST patients' factual and rational understanding of the criminal proceedings as well as the felony IST patients' ability to assist counsel in the conduct of a defense.

Felony IST patients may be offered competency restoration services in a group setting through virtual telehealth technology and/or through any groups available in a JBCT program occurring at the facility, depending on suitability for the groups and logistical availability.

- F. **Administrative Law Judge (ALJ) Support:** For felony IST patients who are refusing medication or are not medication adherent and do not have an IMO but require psychiatric medication, the Contractor's psychiatric prescriber or advanced nurse practitioner will notify DSH to obtain assistance and consultation in seeking to obtain an IMO through an ALJ hearing. The Contractor's psychiatric prescriber will then evaluate the patient and submit any necessary documentation to DSH for submission to the courts pursuant to Penal Code section 1370, subdivision (a)(2)(C) to obtain an IMO. Contractor's treating psychiatric prescriber will also testify in ALJ hearings, as necessary.
- G. **Coordination with DSH Patient Management Unit (PMU):** Contractor shall participate in regular (weekly, bi-weekly, or at intervals mutually agreed to by both DSH and contractor) clinical case conferences with PMU clinicians and care coordination staff. These conferences shall serve to share status updates regarding patients currently receiving Early Access and Stabilization services and can be used to refer patients to other services available through DSH programs including but not limited to IST Re-Evaluation or PRN consultation services. Contractor shall provide PMU clinicians and care coordination staff with access to patient medical and behavioral health records via Contractor's EMR.
- H. **Coordination with DSH Re-Evaluation Services:** If a patient is suspected to be restored to competency, Contractor will notify DSH-Patient Management Unit. Contractor will also coordinate with DSH-Patient Management Unit to ensure the patient can be evaluated for competency restoration by either DSH Re-Evaluation services or the Contractor's Licensed Psychologist. Contractor will also ensure Contractor's clinical staff are available for collateral contacts with DSH Re-Evaluation services, as needed.
- I. **Psychology Services:** Contractor may re-evaluate felony IST patients' competence to stand trial using the Contractor's licensed psychologist, after approval by DSH. If the Contractor's licensed psychologist will be used to re-evaluate the felony IST patient's competence to stand trial, the Contractor's licensed psychologist will use an evidenced-based assessment of competence to stand trial, including one of the following:
- i. Fitness Interview Test – Revised (FIT-R);
 - ii. Evaluation of Competency to Stand Trial – Revised (ECST-R);
 - iii. MacArthur Competency Assessment Tool – Criminal Adjudication (MacCAT-CA); or
 - iv. Competence Assessment for Standing Trial for Defendants with Mental Retardation (CAST-MR).

If the Contractor's licensed psychologist is used to re-evaluate felony IST patients' competence to stand trial, the Contractor will be responsible for writing and filing with the court a certification and report if the patient is opined to be:

1. Restored to competency pursuant to Penal Code section 1372 (a);
2. Remaining incompetent to stand trial pursuant to Penal Code section 1370(b)(1);
3. Unlikely to be restored to competency pursuant to Penal Code section 1370(b)(1)(B); or
4. Reaching their maximum term of commitment pursuant to Penal Code section 1370(c)(1).

Contractor will also be required to provide DSH a copy of any certifications, reports, or correspondence filed with the court.

When malingering of psychiatric symptoms, cognitive impairment, or incompetency is suspected, Contractor will inform DSH-Patient Management Unit to use the DSH Re-Evaluation Service to evaluate the felony IST patient. Alternatively, if the Contractor's psychologist will conduct the assessment of malingering, the Contractor's psychologist will complete a malingering screening and/or assessment using well-validated, updated measures of malingering. The assessment will include historical information, record review, collateral information, and observational support.

- J. **Patient Record:** Contractor shall be responsible for maintaining a patient record that documents and demonstrates the occurrence of Services for each felony IST patient enrolled in the program. Documentation shall include, but not be limited to, individual and group progress notes, documentation for collateral contacts, and evaluation reports.
- K. **Staffing Reports:**
- i. Contractor shall provide monthly reports indicating vacant and filled positions.
 - ii. Contractor shall submit staffing plans itemizing planned disciplines, position numbers, and recruitment and retention plans.
 - a. Upon mutual agreement of DSH and Contractor, Contractor staffing may be adjusted reserves the right to adjust Contractor staffing, dependent on the number of IST patients on the waitlist where Contractor has implemented an Early Access and Stabilization Services program.
- L. Should Contractor determine, based on clinical considerations, patient history, or other factors that a felony IST patient is, or likely shall be, violent and a significant danger to others participating in Services, Contractor shall inform the DSH Contract Manager, or designee, and the DSH-Patient Management Unit Care Coordinator, in writing. Contractor agrees that the decision to remove such a felony IST patient from Services is at the sole discretion of the DSH, and the DSH shall not unreasonably withhold such permission.
- M. Contractor shall be paid for providing these Services throughout the Agreement term based on the budgeted monthly allocation outlined in Exhibit B, Budget Detail and Payment Provisions.
- N. **Information Technology (IT Access)**
- i. Contractor shall maintain and manage their own Active Directory (AD) environment for users who will interface with the DSH application list
 - ii. Contractor shall complete authentication services through DSH's Azure Active Directory using the contractor's invited identity
 - iii. Contractor shall ensure telehealth clinical staff have high speed internet connectivity sufficient to accomplish the required administrative and treatment services, including DSH applications for patient tracking, uploading, and downloading.
 - iv. In the event of application performance issues, Contractor shall comply with any and all application performance testing procedures required by the DSH.
 - a. Contractor shall be responsible for remediating issues identified relating to Contractor's infrastructure/security.
 - b. Contractor shall be responsible for remediating issues identified relating to Contractor's infrastructure/security.

- v. Contractor shall be responsible for any configuration required to access the DSH's applications.
 - vi. Contractor shall provide end user training on use of DSH applications/systems. Upon request, the DSH shall provide instruction via an initial train-the-trainer format to Contractor's trainers. Contractor shall be responsible to pay for any expenses related to training Contractor staff for DSH applications/systems.
 - vii. Contractor shall utilize supported internet browsers (Google Chrome, Microsoft Edge, Mozilla Firefox, or Apple Safari) within the latest three versions to ensure compatibility and security for DSH applications. The DSH and Contractor shall develop a Test Plan that includes DSH applications using Contractor's internet browser.
 - viii. Contractor shall whitelist (unblock) any DSH information and information systems that may be blocked by Contractor's internet filtering (web viewing content control software).
 - ix. Contractor shall transmit Protected Health Information (PHI) through DSH web-based applications (example: Early Application Stabilization Services, a.k.a. EASS), or via a mutually agreed-upon secure method which has been approved by Contractor and DSH Information Security Officers (example: SharePoint; WatchDox; SFTP). Contractor shall ensure that any and all emails containing PHI or PII are encrypted in accordance with HIPAA standards.
 - x. Contractor shall provide their own multifactor authentication solution and enforcement for access to all DSH applications.
 - xi. Contractor shall provide transcription services, if necessary.
 - xii. Contractor shall comply with Exhibit E, Confidentiality and Information Security Provisions, also known as Security and Privacy Addendum of this Agreement.
 - xiii. Contractor shall sign a Business Associates Agreement (BAA) with the DSH and comply with the Health Insurance Portability and Accountability Act (HIPAA). Contractor shall ensure current National Institute of Standards and Technology (NIST) Special Publication 800-53 controls are in place for any Contractor systems which store data sourced from DSH applications within this Agreement.
 - xiv. Contractor shall provide Microsoft Teams, WebEx, Zoom, and/or Telepresence for online/video meetings or patient visitation as appropriate.
 - xv. Contractor shall ensure that only authorized and appropriately privileged users have access to DSH applications and that users do not share accounts.
 - a. No shared accounts shall be created to access DSH applications.
 - b. All AD accounts accessing DSH applications shall be assigned to a unique, active employee.
 - c. Contractor shall be responsible for training and onboarding all new employees as it relates to DSH applications.
 - d. Contractor shall only allow users to access DSH applications from Contractor's facility.
- O. Information Technology (IT) Help Desk Support
- i. Contractor shall contact DSH Client Services for any issues relating to the DSH applications by one of the following methods:
 - a. Submit by email to: ClientServices.TSD@dsh.ca.gov; or
 - b. Submit by phone at (844) 217-4018

ii. Contractor shall create a service ticket within their organization prior to submitting a service request to the DSH.

iii. Contractor shall provide the following items to the DSH upon submitting a service request:

- a. Name
- b. Phone Number
- c. Contractor's Service Ticker Number
- d. Summary of Issue

P. Contractor and its subcontractors shall procure and keep in full force and effect during the term of this Agreement all permits, registrations, and licenses necessary to accomplish the work specified in this Agreement and shall give all notices necessary and incident to the lawful prosecution of the work. Contractor shall provide proof of any such license(s), permits(s), and certificate(s) upon request by the DSH. Contractor agrees that failure by itself or its subcontractors to provide evidence of licensing, permits, or certifications shall constitute a material breach for which the DSH may terminate this Agreement with cause.

Q. Contractor shall provide services as outlined in this Agreement. Contractor shall be responsible to fulfill the requirements of the Agreement and shall incur expenses at its own risk and invest sufficient amount of time and capital to fulfill the obligations as contained herein.

R. Contractor and its subcontractors shall keep informed of, observe, comply with, and cause all of its agents and employees to observe and to comply with all prevailing Federal, State, and local laws, rules, and regulations made pursuant to said Federal, State, and local laws which in any way affect the conduct of the work of this Agreement. If any conflict arises between provisions of the plans and specifications and any such law above referred to, then Contractor shall immediately notify the State in writing.

S. Unless otherwise specified, this Agreement may be canceled at any time by Contractor, in writing, with 50 days' advance notice. The DSH may terminate the Agreement pursuant to section 7 of Exhibit C if Contractor or its subcontractors fails to comply with a federal, state, or local law and the noncompliance, based on the facts and circumstances, would constitute a material breach of this Agreement under California law.

8. DSH RESPONSIBILITIES:

A. Care Coordination

- i. DSH-PMU will provide Contractor with a list of individuals committed to DSH who are eligible to receive Early Access Services on at least a weekly basis.
- ii. DSH-PMU will facilitate regular case management conferences to discuss the status of patients receiving services and shall have access to patient medical and behavioral health records on a real-time basis through the Contractor's electronic health record (EHR), or by electronic submission from the Contractor if EHR access is not available within a county.
- iii. DSH-PMU shall provide case management for all patients receiving Early Access Services, including coordinating between DSH programs (such as Re-Evaluation and PRN consultation services) and scheduling patients for transfer to a DSH facility when appropriate and a bed becomes available.

B. Information Technology (IT) Access

- i. The DSH shall manage and maintain an application list which shall be used in the execution of services within this Agreement. As applications are added or removed, DSH will provide notification to contractor.
- ii. The DSH shall resolve any DSH application or system outages within a timely manner. The DSH shall notify Contractor of any scheduled or unscheduled outages and shall work with Contractor to resolve any issues as appropriate.
- iii. The DSH shall ensure connectivity to the application list.
- iv. The DSH shall only permit access to DSH applications using a static IP address provided by Contractor.

C. IT Maintenance and Change Process

- i. The DSH shall follow a standard change control process. All maintenance and changes shall occur on Tuesdays between the hours of 6:00 p.m. and 1:00 a.m. System availability shall be limited or unavailable during this time.
- ii. Under emergency situations, the DSH shall perform maintenance which may cause outages to systems without notification to end users.

D. Rights of the DSH to Perform Quality Assurance and Financial Audits/Reviews

- i. The DSH may routinely evaluate the work performance of Contractor, Contractor's personnel, subcontractors, or other parties associated with Contractor to determine if the DSH standards and departmental policies and procedures are being maintained. If it is found that any party fails to perform or is physically or mentally incapable of providing services as required by this Agreement, then that party shall not perform services for the DSH.
- ii. The DSH may monitor and evaluate services provided in fulfillment of the requirements of this Agreement, as detailed in Exhibit A. Such monitoring and evaluation may occur on a regular cycle or as deemed necessary by the DSH Contract Manager. The DSH retains sole and absolute discretion in determining any such evaluation schedule.
- iii. Inspections may be conducted by the DSH staff at various times during the Agreement term to review and observe the quality of work.
- iv. The DSH may audit and examine Contractor's records and accounts which pertain, directly or indirectly, to services performed under this Agreement. The DSH may hire third parties, at its own expense, to perform the audit and examination, including but not limited to, accountants, consultants, or service providers in the applicable field. Contractor shall cooperate fully with the audits and examinations.
- v. If, as a result of an audit and examination, the DSH is informed of underpayments or overpayments, the DSH shall notify Contractor of the need for payment or reimbursement. Upon receipt of a final audit report, Contractor has 30 days to reimburse any overpayment or to dispute or challenge the report. Contractor and the DSH shall confer and negotiate in good faith with respect to any disputed portion of the final audit report to reach agreement with respect to adjustments, payments, and reimbursements.

- vi. The DSH shall submit its findings to Contractor and establish a deadline for correcting any deficiencies in fulfilling the obligations set forth in this section. Failure by Contractor to timely correct deficiencies shall be reason for termination of services under this Agreement.

9. PERFORMANCE MEASURES:

A. Complete and Timely Provision of Services

- i. **Expectations:** Contractor is expected to provide all services, including any and all required reports, in a timely manner—in accordance with timelines established in this Scope of Work.
- ii. **Failure to Provide Services:** Should Contractor not provide all services, including any and all required reports in a timely manner, the DSH may choose to terminate this Agreement. If the DSH chooses to terminate pursuant to this Section, the DSH shall provide Contractor thirty (30) days advanced written notice specifying the basis for termination. The DSH shall pay for all services rendered up to the date of termination of the Agreement. Upon receipt of the written notice, Contractor shall have ten (10) days to provide a written response to the DSH. If Contractor provides a written response which cures, or provides a plan to cure, to the satisfaction of the DSH, the thirty (30) day notice shall become null and void and this Agreement shall remain in full force and effect. Additionally, the DSH may find Contractor to be not responsible in provision of services and evaluate this in future contracting opportunities.

10. AMENDMENTS:

- A. The parties reserve the right to amend this Agreement by extending its term for two (2) additional terms of up to one (1) year each, and to add funding sufficient for the period at the same rates or to negotiate a new rate. This right to amend is in addition to the right to amend for other reasons contained in this Agreement or noted in the solicitation that resulted in this agreement, if applicable. Any amendment shall be in writing and signed by both parties and be approved by the Department of General Services if such approval is required.

EXHIBIT A-1
PROGRAM ELEMENTS

1. PROGRAM ELEMENTS

- A. Contractor shall conduct Services virtually and in-person.
- B. Contractor shall perform a record review of the referral and medical/mental health records received from the DSH Patient Management Unit (PMU). Additionally, Contractor shall review the felony IST patient's active jail mental health and medical treatment records where the felony IST patient is incarcerated to determine the patient's psychiatric adherence, stability, and whether psychotropic medication has/has not been prescribed, and initiate psychotropic medication, if clinically indicated.
- C. Contractor shall initiate Services with felony IST patients based on commitment date, starting the initiation of Services with felony IST patients with the oldest commitment date.
- D. Services shall begin no later than 72 hours after referral from DSH.
- E. Contractor shall ensure that all clinical staff are licensed to practice their discipline. Unlicensed staff may provide Services in Early Access and Stabilization program only after Contractor seeks and obtains approval from DSH for an unlicensed clinician waiver.
- F. If Contractor requires additional medical or mental health records, Contractor will submit the request to the PMU.
- G. For psychiatric services, Contractor may use a licensed psychiatric prescriber or an advanced nurse practitioner.
- H. Contractor shall grant designated DSH representatives' read only access to Contractor's electronic health record (EHR) for treatment planning and continuity of care purposes. In the event that there are barriers to EHR access in a county, Contractor agrees to electronically provide all patient records including, but not limited to, medical and mental health records within 48 hours of any request from DSH.
- I. Assessment Protocol
 - i. At least weekly, the Contractor shall assess and document felony IST patients' progress toward competency restoration based on observed psychiatric stability, medication adherence, improved understanding of basic competency restoration education, clinician/prescriber opinion, and the results of structured clinician assessment. Contractor's licensed psychologist, psychiatric prescriber, competency trainer, mental health clinician, licensed psychiatric technician, or licensed vocational nurse may be used for these duties. Other disciplines or clinicians may be used with the approval of DSH.
- J. Individualized Treatment Program Focused on Psychiatric Stabilization
 - i. Contractor shall review the IST pathway determined by the DSH PMU and use the pre-selected IST pathway to determine a treatment approach/plan.
 - ii. Upon admission, psychiatric prescriber, licensed vocational nurse, psychiatric technician, RN, mental health clinician, and/or waived unlicensed clinician shall identify specific deficits that are resulting in psychiatric instability and incompetence to stand trial and resolve said issue with an interest in improving the felony IST patient's psychiatric stability through psychotropic medication, clinical engagement, and basic competency education. Contractor's psychologist shall not be required for this task and shall only be used as an alternative to the above, section K(ii) referenced staff.

- iii. Upon admission, for each felony IST patient, Contractor will focus on psychiatric and medication stabilization.
 - a. Record review with a focus on the felony IST patient's psychiatric history and whether psychotropic medication necessary.
 - b. If psychotropic medication has not been initiated, prescribed, or the patient is refusing psychotropic medication, Contractor's psychiatric prescriber will assess the felony IST patient and determine the best treatment no later than eight calendar days after admission.
 - c. If psychotropic medication has been prescribed and the patient is refusing medication that is clinically appropriate and indicated, Contractor will notify DSH to initiate the administrative law judge (ALJ) process to obtain an IMO.
 - d. Contractor shall strive to use long-acting medications when possible and as appropriate.
 - e. Contractor shall offer services to all admitted felony IST patients at least three times per week with the goal of building rapport with patients to improve medication adherence, overall mental health stability, and general understanding of competency restoration education.
 - f. Contractor shall document all offered services as well as any reasons why services were not received by the patient.
 - g. Contractor's licensed vocational nurse/psychiatric technician will be available to provide support and assistance to Contractor's psychiatric prescribers (including tele-psychiatrists/Psychiatric Nurse Practitioners), such as conducting labs, vitals, charting, ensuring there are no barriers to the medication prescription, liaising between the Contractor's psychiatric prescriber and jail/jail medical/jail mental health staff as necessary.
- iv. Contractor shall provide an individualized treatment program based on the identified psychiatric needs, level of functioning, and competency deficits.
- v. Contractor shall tailor individualized treatment regimen to first focus on psychiatric stabilization followed by addressing the felony IST patient's specific barrier(s) to trial competency.
- vi. Contractor shall monitor and document in progress notes or evaluation reports felony IST patients' progress toward psychiatric stabilization and restoration of competence and appropriately augment and adjust the treatment as needed with an interest in maximizing psychiatric stabilization.

K. Competency Education Requirement

- i. Contractor shall provide basic competency education. Educational materials may be presented in multiple learning formats to each felony IST patient, e.g., a simple lecture format may be replaced with learning experiences involving discussion, reading, video, and experiential methods of instruction, such as role-playing.
- ii. Contractor shall address the following elements in the education modalities of the competency education meetings including, but not limited to:
 - 1) Criminal charges;
 - 2) Severity of charges,
 - 3) Sentencing;
 - 4) Pleas
 - 5) Plea bargaining;
 - 6) Roles of the courtroom personnel;

- 7) Adversarial nature of trial process;
- 8) Evaluating evidence;
- 9) Court room behavior;
- 10) Assisting counsel in conducting a defense;

L. Medication Administration and Consent

- i. Contractor shall obtain proper authorization (e.g., informed consent for treatment and/or medication issues) from the felony IST patients as soon as possible, in accordance with professional standards of care and court practices.
- ii. Contractor shall provide strategies to promote and incentivize voluntary psychotropic medication compliance.
- iii. If involuntary psychotropic medication is not ordered by the court at time of commitment of a felony IST patient to DSH, and the Contractor's treating psychiatric prescriber or advanced nurse practitioner determines that psychotropic medication has become medically necessary and appropriate, the Contractor's psychiatric prescriber or advanced nurse practitioner will notify DSH to obtain assistance and consultation in seeking to obtain an IMO through an ALJ hearing. The Contractor's psychiatric prescriber will then evaluate the patient and submit any necessary documentation to DSH for submission to the courts pursuant to Penal Code section 1370, subdivision (a)(2)(C) to obtain an IMO. Contractor's treating psychiatric prescriber will also testify in Administrative Law Judge (ALJ) hearings, as necessary. Contractor shall administer involuntary psychotropic medication when medically necessary and appropriate, upon the issuance of the court order.
- iv. Contractor shall use long-acting injectable medication when deemed necessary and appropriate.
- v. Contractor shall submit a monthly report to the DSH that identifies the Patient Inmates that were prescribed the non-formulary injectable psychotropic medication, Invega Sustenna®, during the reporting period and explains the medical necessity for each prescription.
- vi. Contractor shall be responsible for providing DSH with routine, and up-to-date details of the FIST patient's medication, including but not limited to, Long-Acting Injectables (LAIs) containing the following information:
 - a. date of administration of the medication
 - b. order date of medication
 - c. dosage amount of medication
 - d. list of all current medications
 - e. any other relevant medication information related to the FIST patient
- vii. Upon FIST patient discharge from program and to a DSH facility, Contractor shall be responsible for providing DSH with the following details pertaining to medications, including but not limited to, Long-Acting Injectables (LAIs) containing the following information:
 - a. list of all current medications
 - b. any medication given upon discharge
 - c. last dosage of medication given prior to discharge
 - d. any other relevant medication information related to the FIST patient

M. Data Deliverables

- i. The DSH shall provide a standardized data collection template. Contractor shall complete and

submit this data collection to the DSH on a weekly basis with a deadline to be determined by the DSH. The template shall include, but not be limited to, the following data elements:

- 1) Full Name;
- 2) Case Number;
- 3) Booking Number;
- 4) Gender;
- 5) Date of Birth;
- 6) Commitment Date;
- 7) Maximum Commitment Date;
- 8) Release Date (from jail); and
- 9) Primary Diagnosis

2. TREATMENT PROTOCOL

- A. Contractor shall perform a record review of the referral and medical/mental health records received from the PMU to ascertain the felony IST patient's needs for psychiatric stabilization and reason(s) the patient was deemed by the court to be incompetent to stand trial.
- B. Contractor shall develop a treatment plan no later than five business days following the psychiatric prescriber's evaluation of the IST felony patient.
- C. Treatment plans will be updated every thirty calendar days.
- D. Contractor shall offer, at a minimum, three times per week, Services with felony IST patients referred and admitted to the program. All offered Services shall be documented and any Services not received shall include the rationale.
- E. Contractor shall engage with felony IST patients to initiate psychiatric services, a prescription for psychotropic medication, a psychotropic medication regimen, and consistent medication management.
- F. If a felony IST patient has an IMO and is refusing medication that is clinically appropriate and clinically indicated, Contractor will coordinate with the Sheriff's Department to administer psychotropic medication involuntarily as ordered by the court.
- G. No later than five business days from the commencement of Services, if a felony IST patient requires psychiatric stabilization, is refusing psychiatric intervention, and does not have an IMO, Contractor shall notify DSH.
- H. Contractor shall consistently monitor felony IST patients' psychiatric stability and medication adherence and commence best practice psychiatric interventions as necessary to improve and maintain psychiatric stabilization.
- I. By mutual agreement, Contractor may perform competency education groups via a virtual platform, as appropriate, with sufficient numbers of eligible felony IST patients.
- J. If Contractor becomes aware that a felony IST patient may be restored to competency, the Contractor shall immediately notify the DSH Re-Evaluation Services team to initiate a competency interview and assessment.
- K. Contractor shall participate in collateral interviews with DSH staff as needed for competency assessments, questions regarding suitability or placement for various DSH programs, and discharge planning for community treatment options.
- L. Contractor shall document all patient clinical contact in progress notes.

EXHIBIT B
BUDGET DETAIL AND PAYMENT PROVISIONS

1. INVOICING AND PAYMENT

- A. Invoices shall be submitted not more frequently than monthly in arrears.
- B. For services satisfactorily rendered, upon the first felony IST patient provided substantive treatment services in accordance with this agreement and upon receipt and approval of invoices submitted as described herein, the DSH agrees to compensate Contractor in accordance with the rates specified in section 5, Budget Detail. Notwithstanding the foregoing, Contractor shall invoice the DSH, following execution of this Agreement, for any and all initial program implementation costs incurred prior to the first felony IST patient receiving substantive treatment services, including, new employee training, program supplies, or other activities necessary to facilitate the commencement of Services.
- C. Contractor shall include in the invoices the costs for all psychiatric medications and Long Acting Injectable medications provided to patients in the Early Access and Psychiatric Stabilization, and all Long Acting Injectables (LAIs) provided to patients in the EASS program and, if applicable, the Jail Based Competency Treatment (JBCT),. Contractor shall invoice the DSH, following execution of this agreement, for LAIs provided to patients in the Jail Based Competency Treatment (JBCT), if the Contractor has a Jail Based Competency Treatment (JBCT), for expenses occurring beginning on.
- D. Contractor shall submit invoices for any and all initial program implementation costs associated with and pertaining to the items in Exhibit A, Scope of Work, Section 5, "Program Implementation Funds" within 15 months from the contract start date. The total initial program implementation costs invoiced shall not exceed **\$1,098,314.00**.
- E. The DSH is not responsible for services performed by Contractor outside of this Agreement, or for services performed other than as outlined in Exhibit A, Scope of Work and Exhibit A-1, Program Elements.
- F. The DSH makes no guarantee, either written or implied, as to the actual amount of funds that will be expended under this Agreement.
- G. Contractor shall not bill or seek reimbursement from DSH for any good or services if Contractor receive or will receive reimbursement or funding for such goods or services under any federal program, such as the CARES Act or FEMA disaster relief, except when Contractor has billed Medicare and seeks the difference between the Medicare payment and the DSH contract price.

2. INSTRUCTIONS TO CONTRACTOR:

- A. To expedite the processing of invoices submitted to the DSH for payment, all invoice(s) shall be submitted to the DSH for review and approval at either:

Department of State Hospitals
Attn: Accounting Office
1215 O Street Sacramento, CA 95814

OR
DSHSAC.AccountsPayable@dsh.ca.gov

- B. Contractor shall submit one original and three copies of each invoice, unless emailed.
- C. Contractor shall type, not handwrite, each invoice on company letterhead. The DSH may provide an invoice template, if requested, which may be used in lieu of company letterhead.
- D. Contractor shall clearly note Contractor's name and address on each invoice. The name on the invoice must match the Payee Data Record (Std. 204) and the name listed on this Agreement.
- E. Contractor shall list and itemize in accordance with the Budget Detail, all services or deliverables provided on each invoice.
- F. Contractor shall include the following on each submitted invoice:
 - i. Date(s) during which the services or deliverables were provided and the date in which the invoice was generated.
 - ii. Agreement number, which can be found on the Standard Agreement Form (Std. 213).
 - iii. Small Business certification number, if applicable.
 - iv. Professional license number, if applicable.
 - v. Invoice total.

3. BUDGET CONTINGENCY CLAUSE:

- A. It is mutually agreed that if the Budget Act of the current year and/or any subsequent years covered under this Agreement does not appropriate sufficient funds for the program, this Agreement shall no longer be in full force and effect. In this event, the State shall have no liability to pay any funds whatsoever to Contractor or to furnish any other considerations under this Agreement and Contractor shall not be obligated to perform any provisions of this Agreement.
- B. If funding for any Fiscal Year is reduced or deleted by the Budget Act for purposes of this program, the State shall have the option to either cancel this Agreement with no liability occurring to the State or offer an Agreement amendment to Contractor to reflect the reduced amount.
- C. If this Agreement overlaps Federal and State fiscal years, should funds not be appropriated by Congress or approved by the Legislature for the Fiscal Year(s) following that during which this Agreement was executed, the State may exercise its option to cancel this Agreement.
- D. In addition, this Agreement is subject to any additional restrictions, limitations, or conditions enacted by Congress or the Legislature which may affect the provisions or terms of funding of this Agreement in any manner.

4. PROMPT PAYMENT CLAUSE:

- A. Payment will be made in accordance with, and within the time specified in, Government Code section 927, et seq.

5. BUDGET DETAIL:

- A. The maximum amount of this Agreement shall not exceed **\$9,271,470**
- B. Program Implementation Costs:
 - i. Upon contract execution as well as receipt and approval of the submitted invoices, the DSH shall compensate Contractor for actual program implementation costs that shall not exceed **\$1,098,314.00**

C. Deputy Costs, Staffing Costs, and Operating Costs

- i. Upon contract execution as well as receipt and approval of the submitted invoices, the DSH shall compensate Contractor for actual expenses no more frequently than on a monthly basis for; Deputy Costs, Staffing Costs, and Operating Costs. Actual costs shall not exceed the following budgeted amounts displayed in the tables below unless otherwise noted below.
- ii. Upon release from the EASS program, DSH agrees to reimburse Tulare County for the costs associated with providing thirty (30) days of all mental health medications currently prescribed at time of discharge from the program.
- iii. The estimated monthly budget amounts are based on dividing the annual budget amounts in accordance with the number of months in each fiscal year of the contract term. This information is to be used for planning purposes to manage available funding levels. Total actual costs shall not exceed the budgeted annual allocation amounts by fiscal year.
- iv. Upon invoicing, Contractor shall clearly identify the actual expenditures for the service categories outlined in the table below. Contractor shall itemize operating and implementing expenses and provide a sufficient level of detail to support the invoice claim. Contractor shall be required to seek preapproval from the DSH Contract Manager on the level of detail required to for submission by the Contractor to support the invoice claim.

Tulare County
Contract Period: April 17, 2023 to June 30, 2025
EASS Program

Categories	FY 2022-23 2.5-Month Total	FY 2023-24 12-Month Total (366 Days)	FY 2024-25 12-Month Total (365 Days)
Program Implementation Costs	\$ 1,098,314		
Ongoing Costs		\$ 828,095	\$ 852,158
Staffing Costs	\$ 281,558	\$ 1,392,024	\$ 1,435,988
Pharmaceuticals	\$ 300,000	\$ 1,100,000	\$ 1,100,000
Deputy Costs	\$ 83,333	\$ 400,000	\$ 400,000
Fiscal Year Totals:	\$ 1,763,206	\$ 3,720,119	\$ 3,788,145
Total Contract Value	\$ 9,271,470		

Estimated Monthly Budget			
Categories	FY 2022-23 2.5-Month Total	FY 2023-24 12-Month Total (366 Days)	FY 2024-25 12-Month Total (365 Days)
Program Implementation Costs	\$ 439,326	\$ -	\$ -
Ongoing Costs	\$ -	\$ 69,008	\$ 71,013
Staffing Costs	\$ 112,623	\$ 116,002	\$ 119,666
Pharmaceuticals	\$ 120,000	\$ 91,667	\$ 91,667
Deputy Costs	\$ 33,333	\$ 33,333	\$ 33,333
Fiscal Year Monthly Totals:	\$ 705,282	\$ 310,010	\$ 315,679

D. Pharmaceuticals:

- i. Upon invoicing, Contractor shall clearly identify the number of felony IST patients receiving early access and stabilization services in the monthly billing cycle.
- ii. The DSH shall compensate Contractor for prescribed psychotropic medication costs based on actual usage when medically necessary, which shall not exceed the contract total. Upon invoicing, Contractor shall clearly identify the cost per long-acting injection multiplied by the number of Patient Inmates that received the injection during the month that services were provided. The DSH and Contractor shall monitor drug usage and, if/when Contractor anticipates exceeding the Pharmaceuticals Budget, Contractor shall notify the DSH Contract Manager and the DSH will execute a contract amendment to this Agreement in order to increase the Pharmaceuticals Budget, contingent upon the availability of sufficient funds.

Prescribed Non-Formulary Injectable Psychotropic Medication (Pharmaceuticals)			
Cost Per Injection		Total Patient Inmates	Total for [insert month being invoiced]
[Insert actual cost for one injection of this medication]	x	[Insert number of Patient Inmates who received this injection in the month being invoiced]	= \$ _____

The monthly allocation amounts are based on dividing the annual allocation amounts and shall not exceed the budgeted annual allocation amounts by fiscal year.

E. Budget Summary:

Program Implementation Costs	\$1,098,314
Pharmaceuticals	\$2,500,000
Deputy Costs	\$883,333
Staffing Costs	\$3,109,570
Operating Costs	\$1,680,253
Grand Total (not to exceed):	\$9,271,470

- F. At the sole discretion of the DSH and for the purposes of accounting, the DSH may adjust the total proposed expenditure for each fiscal year as needed. In no event will this change the contract price for the services rendered.
- G. Contractor must submit all invoices within a reasonable time but, no later than twelve months from the date that services were provided. If Contractor fails to provide invoices within twelve months of the date services are rendered, the DSH may elect to reject the invoices for payment as untimely and Contractor will be deemed to have waived any right to payment of the late invoices.
- H. Requests for a budget modification across major budget categories and/or across the individual cost categories must be submitted with written justification by the Contractor, approved by DSH Contract Manager, and cannot exceed the Fiscal Year Total Cost amount.
- I. DSH does not expressly or by implication agree that the actual amount of work will correspond with any estimation provided in this Agreement and reserves the right to omit portions of the estimated amount of work as may be deemed necessary or advisable by DSH. The estimates listed above are a good faith estimate and are not a guarantee of business and is subject to change depending on fluctuation in patient population. The amounts indicated above will be used solely for the purposes of encumbering funds. DSH makes no guarantee, expressed or implied for actual amount of work to be performed. However, the rates contained in Exhibit B shall be binding for the term of this Agreement

EXHIBIT B-1
SAMPLE INVOICE

[Insert Contractor's Department company logo/address]

INVOICE

DATE	INVOICE #

Department of State Hospitals
Attn: Accounting Office
1215 O Street
Sacramento, CA 95814

PERIOD OF SERVICE	AGREEMENT #
[insert date range of month invoiced]	

Service Description	Monthly Total Cost
Program Implementation Costs	\$ _____
Staffing Costs	\$ _____
Operating Costs	_____
Pharmaceuticals	\$ _____
Deputy Costs	\$ _____

Invoice Total	\$ _____
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PLEASE MAKE REMITTANCE PAYABLE TO:
[Insert Contractor's Department billing contact/address]

Prepared By: [Signature here][Insert
name/title here

EXHIBIT B-2
SAMPLE INVOICE**PERSONNEL DETAIL**

DATE	INVOICE #

Position	FTE	Monthly Cost
Psychiatrist	0.85	
Psychologist	1.00	
Mental Health Clinician	1.68	
Registered Nurse (RN)	0.50	
Licensed Vocational Nurse (LVN)/Licensed Psychiatric Technician (LPT)	1.50	
Program Director	0.10	
TC Public Health Program Coordinator	1.00	

Gross payroll expense by employee paid during month billed; number of pay periods will differ between months from two to three bi- weekly pay periods.

OPERATING EXPENSE DETAIL

Operating Expense Category:	Monthly Cost
Total Operating Expenses:	

EXHIBIT C
GENERAL TERMS AND CONDITIONS

1. **APPROVAL**: This Agreement is of no force or effect until signed by both parties and approved by the Department of General Services, if required. Contractor may not commence performance until such approval has been obtained.
2. **AMENDMENT**: No amendment or variation of the terms of this Agreement shall be valid unless made in writing, signed by the parties and approved as required. No oral understanding or Agreement not incorporated in the Agreement is binding on any of the parties.
3. **ASSIGNMENT**: This Agreement is not assignable by the Contractor, either in whole or in part, without the consent of the State in the form of a formal written amendment.
4. **AUDIT**: Contractor agrees that the awarding department, the Department of General Services, the Bureau of State Audits, or their designated representative shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement. Contractor agrees to maintain such records for possible audit for a minimum of three (3) years after final payment, unless a longer period of records retention is stipulated. Contractor agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, Contractor agrees to include a similar right of the State to audit records and interview staff in any subcontract related to performance of this Agreement. (Gov. Code §8546.7, Pub. Contract Code §10115 et seq., CCR Title 2, Section 1896).
5. **INDEMNIFICATION**: *In the event the State Department of State Hospitals and a county jail treatment facility are determined to be comparatively at fault for any claim, action, loss, or damage which results from their respective obligations under such a contract, each shall indemnify the other to the extent of its comparative fault.*
6. **DISPUTES**: Contractor shall continue with the responsibilities under this Agreement during any dispute.
7. **TERMINATION FOR CAUSE**: The State may terminate this Agreement and be relieved of any payments should the Contractor fail to perform the requirements of this Agreement at the time and in the manner herein provided. In the event of such termination the State may proceed with the work in any manner deemed proper by the State. All costs to the State shall be deducted from any sum due the Contractor under this Agreement and the balance, if any, shall be paid to the Contractor upon demand.
8. **INDEPENDENT CONTRACTOR**: Contractor, and the agents and employees of Contractor, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of the State.
9. **RECYCLING CERTIFICATION**: The Contractor shall certify in writing under penalty of perjury, the minimum, if not exact, percentage of post-consumer material as defined in the Public Contract Code Section 12200, in products, materials, goods, or supplies offered or sold to the State regardless of whether the product meets the requirements of Public Contract Code Section 12209. With respect to printer or duplication cartridges that comply with the requirements of Section 12156(e), the certification required by this subdivision shall specify that the cartridges so comply (Pub. Contract Code §12205).
10. **NON-DISCRIMINATION CLAUSE**: During the performance of this Agreement, Contractor and its subcontractors shall not deny the contract's benefits to any person on the basis of race, religious creed,

color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status, nor shall they discriminate unlawfully against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status. Contractor shall insure that the evaluation and treatment of employees and applicants for employment are free of such discrimination. Contractor and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12900 et seq.), the regulations promulgated thereunder (Cal. Code Regs., tit. 2, §11000 et seq.), the provisions of Article 9.5, Chapter 1, Part 1, Division 3, Title 2 of the Government Code (Gov. Code §§11135-11139.5), and the regulations or standards adopted by the awarding state agency to implement such article. Contractor shall permit access by representatives of the Department of Fair Employment and Housing and the awarding state agency upon reasonable notice at any time during the normal business hours, but in no case less than 24 hours' notice, to such of its books, records, accounts, and all other sources of information and its facilities as said Department or Agency shall require to ascertain compliance with this clause. Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement. (See Cal. Code Regs., tit. 2, §11105.)

Contractor shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the Agreement.

11. CERTIFICATION CLAUSES: The CONTRACTOR CERTIFICATION CLAUSES contained in the document CCC 04/2017 are hereby incorporated by reference and made a part of this Agreement by this reference as if attached hereto.
12. TIMELINESS: Time is of the essence in this Agreement.
13. COMPENSATION: The consideration to be paid Contractor, as provided herein, shall be in compensation for all of Contractor's expenses incurred in the performance hereof, including travel, per diem, and taxes, unless otherwise expressly so provided.
14. GOVERNING LAW: This contract is governed by and shall be interpreted in accordance with the laws of the State of California.
15. ANTITRUST CLAIMS: The Contractor by signing this agreement hereby certifies that if these services or goods are obtained by means of a competitive bid, the Contractor shall comply with the requirements of the Government Codes Sections set out below.
 - a. The Government Code Chapter on Antitrust claims contains the following definitions:
 - 1) "Public purchase" means a purchase by means of competitive bids of goods, services, or materials by the State or any of its political subdivisions or public agencies on whose behalf the Attorney General may bring an action pursuant to subdivision (c) of Section 16750 of the Business and Professions Code.
 - 2) "Public purchasing body" means the State or the subdivision or agency making a public purchase. Government Code Section 4550.

In submitting a bid to a public purchasing body, the bidder offers and agrees that if the bid is accepted, it will assign to the purchasing body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by the bidder for sale to the purchasing body pursuant to

the bid. Such assignment shall be made and become effective at the time the purchasing body tenders final payment to the bidder. Government Code Section 4552.

- b. If an awarding body or public purchasing body receives, either through judgment or settlement, a monetary recovery for a cause of action assigned under this chapter, the assignor shall be entitled to receive reimbursement for actual legal costs incurred and may, upon demand, recover from the public body any portion of the recovery, including treble damages, attributable to overcharges that were paid by the assignor but were not paid by the public body as part of the bid price, less the expenses incurred in obtaining that portion of the recovery. Government Code Section 4553.
- c. Upon demand in writing by the assignor, the assignee shall, within one year from such demand, reassign the cause of action assigned under this part if the assignor has been or may have been injured by the violation of law for which the cause of action arose and (a) the assignee has not been injured thereby, or (b) the assignee declines to file a court action for the cause of action. See Government Code Section 4554.

16. CHILD SUPPORT COMPLIANCE ACT: For any Agreement in excess of \$100,000, the contractor acknowledges in accordance with Public Contract Code 7110, that:

- a. The contractor recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with section 5200) of Part 5 of Division 9 of the Family Code; and
- b. The contractor, to the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.

17. UNENFORCEABLE PROVISION: In the event that any provision of this Agreement is unenforceable or held to be unenforceable, then the parties agree that all other provisions of this Agreement have force and effect and shall not be affected thereby.

18. PRIORITY HIRING CONSIDERATIONS: If this Contract includes services in excess of \$200,000, the Contractor shall give priority consideration in filling vacancies in positions funded by the Contract to qualified recipients of aid under Welfare and Institutions Code Section 11200 in accordance with Pub. Contract Code §10353.

19. SMALL BUSINESS PARTICIPATION AND DVBE PARTICIPATION REPORTING REQUIREMENTS:

- a. If for this Contract Contractor made a commitment to achieve small business participation, then Contractor must within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) report to the awarding department the actual percentage of small business participation that was achieved. (Govt. Code § 14841.)
- b. If for this Contract Contractor made a commitment to achieve disabled veteran business enterprise (DVBE) participation, then Contractor must within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) certify in a report to the awarding department: (1) the total amount the prime Contractor received under the Contract; (2) the name and address of the DVBE(s) that participated in the performance of the Contract; (3) the amount each DVBE received from the prime Contractor; (4) that all payments under

the Contract have been made to the DVBE; and (5) the actual percentage of DVBE participation that was achieved. A person or entity that knowingly provides false information shall be subject to a civil penalty for each violation. (Mil. & Vets. Code § 999.5(d); Govt. Code § 14841.)

20. LOSS LEADER: If this contract involves the furnishing of equipment, materials, or supplies then the following statement is incorporated: It is unlawful for any person engaged in business within this state to sell or use any article or product as a "loss leader" as defined in Section 17030 of the Business and Professions Code. (PCC 10344(e).)

EXHIBIT D
SPECIAL TERMS AND CONDITIONS

1. SUBCONTRACTS:

- A. Except for subcontracts identified in accordance with the solicitation, Contractor shall submit any subcontracts in connection with this Agreement to DSH for its prior written approval. No work shall be subcontracted without the prior written approval of DSH. Upon the termination of any subcontract, DSH shall be notified immediately. Any subcontract shall include all the terms and conditions of this Agreement and its attachments.
- B. Nothing contained in this Agreement shall create any contractual relationship between DSH and any subcontractors, and Contractor is solely responsible for payment of any and all fees, expenses, salaries and benefits of subcontractor. No subcontract shall relieve Contractor of its responsibilities and obligations hereunder. Contractor is fully responsible to DSH for the acts and omissions of its subcontractors and of persons either directly or indirectly employed or acting as an agent by any of them. Contractor agrees to indemnify and hold DSH harmless for any costs, losses or claims, including reasonable attorney fees, resulting from its subcontractors.

2. PUBLICATIONS AND REPORTS:

- A. DSH reserves the right to use and reproduce all publications, reports, and data produced or delivered pursuant to this Agreement. DSH further reserves the right to authorize others to use or reproduce such materials, provided the author of the report is acknowledged in any such use or reproduction.
- B. If the publication and/or report are prepared by non-employees of DSH, and the total cost for such preparation exceeds \$5,000, the publication and/or report shall contain the numbers and dollar amounts of all agreements and subcontracts relating to the preparation of the publication and report in a separate section of the report (Government Code section 7550).

3. PROGRESS REPORTS:

- A. If progress reports are required by the Agreement, Contractor shall provide a progress report in writing, or orally if approved by DSH Contract Manager, at least once a month to DSH Contract Manager. This progress report shall include, but not be limited to; a statement that Contractor is or is not on schedule, any pertinent reports, and any interim findings if applicable. Contractor shall cooperate with and shall be available to meet with DSH to discuss any difficulties, or special problems, so that solutions or remedies can be developed as soon as possible.

4. PRESENTATION:

- A. Upon request, Contractor shall meet with DSH to present any findings, conclusions, and recommendations required by the Agreement for approval. If set forth in the Agreement, Contractor shall submit a comprehensive final report for approval. Both the final meeting and the final report shall be completed on or before the date indicated in this Agreement.

5. DEPARTMENT OF STATE HOSPITALS STAFF:

- A. DSH's staff shall be permitted to work side-by-side with Contractor's staff to the extent and under conditions as directed by DSH Contract Manager. In this connection, DSH's staff shall be given access to all data, working papers, etc., which Contractor seeks to utilize.
- B. The Contractor shall abide by DSH's written policy and procedures on "nepotism," which is defined as "The practice of an employee using their influence or power to aid or hinder another in the employment setting because of a personal relationship." Accordingly, Contractor shall not use their influence or power to aid or hinder another in DSH's or Contractor's employment setting because of a personal relationship. The Contractor shall disclose any personal relationship with any current DSH workforce member by completing DSH 3215 Verification of Personal Relationships and Hiring of Relatives. Contractor shall also disclose any personal relationships with any current subcontractor(s)' workforce member.

6. CONFIDENTIALITY OF DATA AND DOCUMENTS:

- A. Contractor shall not disclose data or documents or disseminate the contents of the final or any preliminary report without written permission of DSH Contract Manager. However, all public entities shall comply with California Public Records Act (Government Code sections 6250 et seq.).
- B. Permission to disclose information or documents on one occasion shall not authorize Contractor to further disclose such information or documents on any other occasion except as otherwise provided in the Agreement or required by law.
- C. Contractor shall not comment publicly to the press, or any other media, regarding the data or documents generated, collected, or produced in connection with this Agreement, or DSH's actions on the same, except to DSH's staff, Contractor's own personnel involved in the performance of this Agreement, or as required by law.
- D. If requested by DSH, Contractor shall require each of its employees or officers who will be involved in the performance of this Agreement to agree to the above terms in a form to be approved by DSH and shall supply DSH with evidence thereof.
- E. Each subcontract shall contain the foregoing provisions related to the confidentiality of data and nondisclosure.
- F. After any data or documents submitted has become a part of the public records of DSH, Contractor may at its own expense and upon written approval by DSH Contract Manager, publish or utilize the same data or documents but shall include the following Notice:

LEGAL NOTICE

This report was prepared as an account of work sponsored by the Department of State Hospitals (Department) but does not necessarily represent the views of the Department or any of its employees except to the extent, if any, that it has formally been approved by the Department. For information regarding any such action, communicate directly with the Department at P.O. Box 952050, Sacramento, California, 94252-2050. Neither said Department nor the State of California, nor any officer or employee thereof, or any of its contractors or subcontractors makes any warranty, express or

implied, or assumes any legal liability whatsoever for the contents of this document. Nor does any party represent that use of the data contained herein, would not infringe upon privately owned rights without obtaining permission or authorization from any party who has any rights in connection with the data.

7. PROVISIONS RELATING TO DATA:

- A. "Data" as used in this Agreement means recorded information, regardless of form or characteristics, of a scientific or technical nature. It may, for example, document research, experimental, developmental or engineering work; or be usable or be used to define a design or process; or support a premise or conclusion asserted in any deliverable document called for by this Agreement. The data may be graphic or pictorial delineations in media, such as drawings or photographs, charts, tables, mathematical modes, collections or extrapolations of data or information, etc. It may be in machine form, as punched cards, magnetic tape, computer printouts, or may be retained in computer memory.
- B. "Generated data" is that data, which a Contractor has collected, collated, recorded, deduced, read out or postulated for utilization in the performance of this Agreement. Any electronic data processing program, model or software system developed or substantially modified by Contractor in the performance of this Agreement at the expense of DSH, together with complete documentation thereof, shall be treated in the same manner as generated data.
- C. "Deliverable data" is that data which under terms of this Agreement is required to be delivered to DSH. Such data shall be property of the State of California and DSH.
- D. Prior to the expiration of any legally required retention period and before destroying any data, Contractor shall notify DSH of any such contemplated action; and DSH may within 30 days of said notification determine whether or not this data shall be further preserved. DSH shall pay the expense of further preserving this data. DSH shall have unrestricted reasonable access to the data that is preserved in accordance with this Agreement.
- E. Contractor shall use best efforts to furnish competent witnesses to testify in any court of law regarding data used in or generated under the performance of this Agreement.
- F. All financial, statistical, personal, technical and other data and information relating to DSH's operation, which are designated confidential by the State or DSH and made available to carry out the Agreement, or which become available to Contractor in order to carry out this Agreement, shall be protected by Contractor from unauthorized use and disclosure.
- G. If DSH determines that the data and information are inadequately protected by Contractor or its subcontractors, DSH shall provide notice of its determination and Contractor and/or its subcontractors shall improve the protections to DSH's satisfaction which shall be evidenced by written approval of the protections implemented.

8. APPROVAL OF PRODUCT:

- A. Each product to be approved under this Agreement shall be approved by the Contract Manager. DSH's determination as to satisfactory work shall be final, absent fraud or mistake.

9. SUBSTITUTIONS:

- A. Contractor's key personnel as indicated in its proposal may not be substituted without the Contract Manager's prior written approval.

10. NOTICE:

- A. Notice to either party shall be given by first class mail, by Federal Express, United Parcel Service or similar carrier, properly addressed, postage fully prepaid, to the address beneath the name of each respective party. Alternatively, notice may be given by personal delivery by any means whatsoever to the party and such notice shall be deemed effective when delivered.

11. WAIVER:

- A. All remedies afforded in this Agreement are cumulative; that is, in addition to every other remedy provided therein or by law. The failure of DSH to enforce any provision of this Agreement, shall not waive its right to enforce the provision or any other provision of the Agreement.

12. GRATUITIES AND CONTINGENCY FEES:

- A. Contractor shall not provide gratuities to any officer or employee of DSH or the State to secure an agreement or favorable treatment with respect to an agreement, the occurrence of which shall constitute a material breach of this Agreement. DSH, by written notice to Contractor, may terminate this Agreement with cause if it is found that gratuities were offered or given by Contractor or any agent or representative of Contractor to any officer or employee of the State or DSH with a view toward securing an agreement or securing favorable treatment with respect to the awarding, amending, or performance of such agreement.
- B. In the event this Agreement is terminated as provided in the paragraph above, DSH shall be entitled (a) to pursue the same remedies against Contractor as it could pursue in the event of the breach of the Agreement by Contractor, and (b) as a predetermined amount of liquidated damages, Contractor shall pay an amount which shall not be less than three times the cost incurred by Contractor in providing any such gratuities to any such officer or employee.
- C. The rights and remedies of DSH provided in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.
- D. Contractor warrants by execution of this Agreement that no person or selling agency has been employed or retained to solicit or secure this Agreement for a commission, percentage, brokerage or contingent fee, excepting bona fide employees of Contractor, for the purpose of securing business. For breach or violation of this warranty, DSH shall, among other rights, have the right to rescind this Agreement without liability, paying only for the values of the work actually returned, or in its discretion to deduct from the Agreement price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

13. INTEGRATION CLAUSE:

- A. The parties agree that this Agreement, including only the State standard form 213 and all exhibits, constitute the entire agreement of the parties and no other understanding or communication, whether written or oral, shall be construed to be a part of this Agreement.

14. CAPTIONS:

- A. The clause headings appearing in this Agreement have been inserted for the purpose of convenience and ready reference. They do not purport to and shall not be deemed to define, limit or extend the scope or intent of the clauses to which they pertain.

15. PUBLIC HEARINGS:

- A. If public hearings on the subject matter dealt with in this Agreement are held within one year from the Agreement expiration date, Contractor shall make available to testify the personnel assigned to this Agreement at the hourly rates specified in Contractor's proposed budget. DSH shall reimburse Contractor for travel of said personnel at the Agreement, or if none, at State rates for such testimony as may be requested by DSH.

16. FORCE MAJEURE:

- A. Neither DSH nor Contractor shall be deemed to be in default in the performance of the terms of this Agreement if either party is prevented from performing the terms of this Agreement by causes beyond its control, which shall include without being limited to: acts of God; interference, rulings or decision by municipal, Federal, State or other governmental agencies, boards or commissions; any laws and/or regulations of such municipal, State, Federal, or other governmental bodies; or any catastrophe resulting from flood, fire, explosion, earthquakes or other similar environmental causes beyond the control of the defaulting party. If any of the stated contingencies occur, the party delayed by force majeure shall immediately give the other party written notice of the cause of delay. The party delayed by force majeure shall use reasonable diligence to correct the cause of the delay, if correctable.

17. LITIGATION:

- A. DSH, promptly after receiving notice thereof, shall notify Contractor in writing of the commencement of any claim, suit, or action against DSH or its officers or employees for which Contractor must provide indemnification under this Agreement. The failure of DSH to give such notice, information, authorization or assistance shall not relieve Contractor of its indemnification obligations. Contractor shall immediately notify DSH of any claim or action against it which affects, or may affect, this Agreement, the terms or conditions hereunder, DSH, and shall take such action with respect to said claim or action which is consistent with the terms of this Agreement and the interest of DSH.
- B. Contractor shall be in default of this Agreement (i) upon the institution by or against Contractor of insolvency, receivership or bankruptcy proceedings or any other proceedings for the settlement of Contractor's debts, (ii) upon Contractor making an assignment for the benefit of creditors, (iii) upon either party's dissolution or ceasing to do business or (iv) when the facts and circumstances indicate that Contractor is insolvent. For purposes of this Agreement, Contractor shall be deemed insolvent if: (i) Contractor has failed to pay salaries, overtime or benefits required by law of agreement, (ii) Contractor has failed to pay a subcontractor amounts owed pursuant to its agreements with a subcontractor, or (iii) Contractor has failed to pay a vendor amounts Contractor owes the vendor for more than 90 days the past due date for payment.

18. DISPUTES:

- A. Contractor shall first discuss and attempt to resolve any dispute arising under or relating to the performance of this Agreement.

19. EVALUATION OF CONTRACTOR'S PERFORMANCE:

- A. DSH shall evaluate Contractor's performance under this Agreement using standardized evaluation forms which shall be made available to every state agency pursuant to Public Contracts Code section 10367.

20. AUDITS, INSPECTION AND ENFORCEMENT:

- A. Contractor agrees to allow DSH to inspect its facilities and systems and make available for review its books and records to enable DSH to monitor compliance with the terms of this Agreement and audit invoices submitted to DSH.
- B. Contractor shall promptly remedy any violation of any provision of this Agreement to the satisfaction of DSH.
- C. The fact that DSH inspects, or fails to inspect, or has the right to inspect Contractor's facilities, systems, books and records does not relieve Contractor of its responsibility to independently monitor its compliance with this Agreement.
- D. DSH's failure to detect or DSH's detection of any unsatisfactory practices, but failure to notify Contractor or require Contractor's remediation of the unsatisfactory practices does not constitute acceptance of such practice or a waiver of DSH's enforcement rights under the Agreement.

21. USE OF STATE FUNDS:

- A. Contractor, including its officers and members, shall not use funds received from DSH pursuant to this Agreement to support or pay for costs or expenses related to the following:
 - i. Campaigning or other partisan activities to advocate for either the election or defeat of any candidate for elective office, or for or against the passage of any proposition or ballot measure; or,
 - ii. Lobbying for either the passage or defeat of any legislation.
- B. This provision is not intended and shall not be construed to limit any expression of a view, opinion, or position of any member of Contractor as an individual or private citizens, as long as state funds are not used; nor does this provision limit Contractor from merely reporting the results of a poll or survey of its membership.

22. CANCELLATION PROVISIONS:

- A. Unless otherwise specified, this Agreement may be canceled at any time by DSH or Contractor, in writing, with ninety (90) days advance notice. If canceled, payment shall be made only for the provision of services expressly authorized by this Agreement until the date of cancellation and

only at the

rates set forth in Exhibit B, Budget Detail. In the case of early termination, a final payment will be made to Contractor upon receipt of an invoice covering all authorized costs, at the rates set forth in Exhibit B, incurred prior to the date of cancellation or termination. DSH shall not be responsible for unamortized costs, overhead or capital costs or any other related costs, including but, not limited to costs incurred in connection with the cancellation of leases or contracts pertaining to facilities, equipment or supplies, labor and employee benefits costs, and expenditures incurred after the date of notice of cancellation.

- B. If DSH determines that Contractor has breached a material term of the Agreement and has not cured the breach or ended the violation within the time specified by DSH, DSH may terminate the contract by providing notice to Contractor. DSH Information Security Officer shall report as required HIPAA violations to the Secretary of the U.S. Department of Health and Human Services.
- C. Failure to comply with section 1 or 6 of this Exhibit, or a violation of section 12 of this Exhibit, shall be deemed a material breach of this Agreement.

23. EMPLOYMENT PROVISIONS:

- A. Contractor acknowledges and agrees that neither Contractor, their personnel, subcontractors, nor other service providers through this Agreement are employees of DSH. Contractor and its independent contractors shall be solely responsible for:
 - i. Paying any and all payroll taxes, including, but not limited to Social Security and Medicare taxes,
 - ii. Federal or state income tax withholding,
 - iii. Providing unemployment insurance and workers compensation insurance, and
 - iv. Paying compensation to its employees in accordance with federal and state labor laws, including overtime pay unless otherwise specified in this Agreement, as well as penalties that may be imposed for failure to comply with these laws. Contractor agrees to indemnify and hold harmless DSH for any damages, losses, expenses, including reasonable attorney fees, in connection with its failure to pay salary or overtime, or provide benefits, including, but not limited to health care benefits or retirement benefits, to its employees, or its failure to provide to comply with federal or state labor laws.

24. LIABILITY FOR LOSS AND DAMAGES:

- A. Any damages by Contractor, their personnel, subcontractors, and other service providers through this Agreement to DSH's facility, including equipment, furniture, materials, or other State or DSH property, shall be repaired or replaced by Contractor to the satisfaction of DSH at Contractor's expense. DSH, at its option, may repair any such damage and deduct the cost thereof from any sum due Contractor under this Agreement.

25. PHYSICIAN OWNERSHIP AND REFERRAL ACT OF 1993:

- A. For applicable medical services contracts, and in accordance with the Physician Ownership and

Referral Act of 1993, Contractor shall not refer any patient to any health care provider or health-related facility if Contractor has a financial interest with that health care provider or health-related facility.

- B. Contractor may make a referral to or request consultation from a sole source health care provider or health-related facility in which financial interest is held if Contractor is located where there is no alternative provider of service within either twenty-five (25) miles or forty (40) minutes travel time, subject to the prior approval of DSH. Contractor shall disclose, in writing, as well as on a continuous basis, to DSH, its financial interest at the time of referral or request for consultation. In no event, will this prohibit patients from receiving emergency health care services.

26. AMENDMENTS:

- A. The parties reserve the right to amend this Agreement as mutually agreed upon. This is in addition to the right to amend for other reasons contained in this Agreement or noted in the solicitation that resulted in this Agreement, if applicable. Any amendment shall be in writing and signed by both parties and be approved by the Department of General Services if such approval is required.

Revision 11-17-2020

EXHIBIT E
CONFIDENTIALITY AND INFORMATION SECURITY PROVISIONS
(HIPAA Business Associate Agreement)

These Confidentiality and Information Security Provisions (for HIPAA/HITECH Act contracts) set forth the information privacy and security requirements Contractor is obligated to follow with respect to all confidential information (as defined herein) disclosed to Contractor, or collected, created, maintained, stored, transmitted, or used by Contractor for or on behalf of the California Department of State Hospitals (DSH), pursuant to Contractor's agreement with DSH. DSH and Contractor (the parties) desire to protect the privacy and provide for the security of DSH confidential information pursuant to this Exhibit and in compliance with state and federal laws applicable to the confidential information.

1. CONFIDENTIALITY AND INFORMATION SECURITY PROVISIONS:

- A. Contractor shall comply with applicable laws and regulations, including but not limited to Welfare and Institutions Code sections 14100.2 and 5328 et seq. (2021), the Lanterman-Petris-Short Act, Civil Code section 1798 et seq. (2021), the Information Practices Act of 1977, Health and Safety Code section 123100 et seq. (2021), the Patient Access to Health Records Act, Title 42, Code of Federal Regulations (C.F.R.) part 431.300 et seq. (2021), and the Health Insurance Portability and Accountability Act of 1996 (HIPAA), including but not limited to section 1320d et seq. of Title 42 of the United States Code and its implementing regulations (including but not limited to Title 45, Code of Federal Regulations (C.F.R.), parts 160, 162 and 164 (2021) (HIPAA regulations) regarding the confidentiality and security of protected health information (PHI). The following provisions of this Exhibit set forth some of the requirements of these statutes and regulations. This Exhibit should not be considered an exclusive list of the requirements. Contractor is required to fulfill the requirements of these statutes and regulations by independently researching and obtaining legal advice on these requirements as they may be amended from time to time.
- B. Order of Precedence: With respect to confidentiality and information security provisions for all DSH confidential information, the terms and conditions of this Exhibit shall take precedence over any conflicting terms or conditions set forth in any other part of the agreement between Contractor and DSH, including Exhibit A (Scope of Work), all other exhibits and any other attachments, and shall prevail over any such conflicting terms or conditions.
- C. Effect on lower tier transactions: The terms of this Exhibit shall apply to all contracts, subcontracts, and subawards, and the information privacy and security requirements Contractor is obligated to follow with respect to DSH confidential information disclosed to Contractor, or collected, created, maintained, stored, transmitted or used by Contractor for or on behalf of DSH, pursuant to Contractor's agreement with DSH. When applicable, the Contractor shall incorporate the relevant provisions of this Exhibit into each subcontract or subaward to its agents, subcontractors, or independent consultants.

2. DEFINITIONS:

- A. The following terms used in the agreement between DSH and Contractor shall have the same meaning as those terms in the HIPAA Rules: Breach, Covered Entity, Data Aggregation,

Disclosure, Health Care Operations, Individual, Minimum Necessary, Protected Health Information, Secretary, Subcontractor, Unsecured Protected Health Information, and Use.

B. Specific Definitions

- i. Contractor. Contractor shall have the same meaning as the term “business associate” at 45 C.F.R. section 160.103 (2021).
- ii. Breach. With respect to Contractor’s handling of confidential information, “breach” shall have the same meaning as the term “breach” in HIPAA, 45 C.F.R. section 164.402 (2021).
- iii. HIPAA Rules. HIPAA Rules shall mean the Privacy, Security, Breach Notification, and Enforcement Rules at 45 C.F.R. parts 160 and 164 (2021).
- iv. Confidential Information. Confidential information shall mean information or data that is Protected Health Information or Personal Information as defined herein.
- v. Personal Information (PI). Personal Information shall have the same meaning as defined in Civil Code section 1798.3, subdivision (a) (2021).
- vi. Required by law, as set forth under 45 C.F.R. section 164.103 (2021), shall mean a mandate contained in law that compels an entity to make a use or disclosure of PHI that is enforceable in a court of law. This includes, but is not limited to, court orders and court-ordered warrants, subpoenas or summons issued by a court, grand jury, a governmental or tribal inspector general, or an administrative body authorized to require the production of information, and a civil or an authorized investigative demand. It also includes Medicare conditions of participation with respect to health care providers participating in the program, and statutes or regulations that require the production of information, including statutes or regulations that require such information if payment is sought under a government program providing public benefits.
- vii. Security Incident. Security Incident shall mean the intentional attempted or successful unauthorized access, use, disclosure, modification, or destruction of PHI or PI, or confidential data that is essential to the ongoing operation of Contractor’s organization and intended for internal use; or interference with system operations in an information system.

3. OBLIGATIONS AND ACTIVITIES OF BUSINESS ASSOCIATE:

A. Contractor agrees to:

- i. not use or disclose confidential information other than as permitted or required by the agreement between DSH and Contractor or as required by law. Any use or disclosure of DSH confidential information shall be the Minimum Necessary;
- ii. use appropriate safeguards, and comply with Subpart C of 45 C.F.R. part 164 (2021) with respect to electronic confidential information, to prevent use or disclosure of confidential information other than as provided for by the agreement with DSH;
- iii. report to DSH any use or disclosure of confidential information not provided for by the agreement with DSH of which it becomes aware, including breaches of unsecured

protected health information as required at 45 C.F.R. section 164.410 (2021), and any security incident of which it becomes aware;

- iv. in accordance with 45 C.F.R. sections 164.502(e)(1)(ii) and 164.308(b)(2) (2021), if applicable, ensure that any agents and subcontractors that create, receive, maintain, or transmit confidential information on behalf of Contractor enter into a written agreement with Contractor agreeing to be bound to the same restrictions, conditions, and requirements that apply to Contractor with respect to such information;
- v. to provide access and make available confidential information in a designated record set to DSH or to an Individual in accordance with 45 C.F.R. section 164.524 (2021) and California Health and Safety Code section 123100 et seq. (2021). Designated Record Set shall mean the group of records maintained for DSH that includes medical, dental, and billing records about individuals; enrollment, payment, claims adjudication, and case or medical management systems maintained for DSH health plans; or those records used to make decisions about individuals on behalf of DSH. Contractor shall use the forms and processes developed by DSH for this purpose and shall respond to requests for access to records transmitted by DSH within fifteen (15) calendar days of receipt of the request by producing the records or verifying that there are none;
- vi. if Contractor maintains an Electronic Health Record with PHI and an Individual requests a copy of such information in an electronic format, Contractor shall provide such information in an electronic format to enable DSH to fulfill its obligations under the HITECH Act, including but not limited to, 42 U.S.C. section 17935(e) (2021);
- vii. if Contractor receives data from DSH that was provided to DSH by the Social Security Administration, upon request by DSH, Contractor shall provide DSH with a list of all employees, subcontractors, and agents who have access to the Social Security data, including employees, contractors, and agents of its subcontractors and agents;
- viii. make any amendment(s) to confidential information in a Designated Record Set as directed or agreed to by DSH pursuant to 45 C.F.R. section 164.526 (2021), or take other measures as necessary to satisfy DSH's obligations under 45 C.F.R. section 164.526 (2021);
- ix. to document and make available to DSH or (at the direction of DSH) to an Individual within 15 days such disclosures of PHI, and information related to such disclosures, necessary to respond to a proper request by the Individual for an accounting of disclosures of PHI, in accordance with the HITECH Act and its implementing regulations, including but not limited to 45 C.F.R. section 164.528 (2021) and 42 U.S.C. section 17935(c) (2021). If Contractor maintains electronic health records for DSH as of January 1, 2009, Contractor must provide an accounting of disclosures, including those disclosures for treatment, payment, or health care operations, effective with disclosures on or after January 1, 2014. If Contractor acquires electronic health records for DSH after January 1, 2009, Contractor must provide an accounting of disclosures, including those disclosures for treatment, payment, or health care operations, effective with disclosures on or after the date the electronic health record is acquired, or on or after January 1, 2011, whichever date is later. The electronic accounting of disclosures shall be for disclosures during the three years prior to the request for an accounting;

- x. to the extent Contractor is to carry out one or more of DSH's obligation(s) under Subpart E of 45 C.F.R. part 164 (2021), comply with the requirements of Subpart E that apply to DSH in the performance of such obligation(s); and
- xi. make its internal practices, books, and records available to the Secretary for purposes of determining compliance with the HIPAA regulations.
- xii. comply with all legal obligations pursuant to the California Consumer Privacy Protection Act (CCPA) of Contractor, its employees, agents and sub-contractors, including but not limited to the handling and disclosure of personal information received resulting from this agreement, abiding by CCPA notice requirements on Contractor's website(s), safeguarding personal information received in connection with this agreement, refraining from using personal information received in connection with this agreement outside of the enumerated business purpose contained therein. Contractor's failure to comply with such laws and regulations shall constitute a material breach of this Agreement, and shall be grounds for immediate termination of the Agreement by DSH, pursuant to section 7 of Exhibit C. By executing this Agreement, Contractor certifies that it is aware of its legal obligations as set forth under the CCPA, that it is in compliance with the CCPA, and shall remain in compliance with all such laws and regulations for the term of this Agreement.
- xiii. indemnify and hold the DSH harmless from and against any and all liability, loss, suit, damage or claim, including third party claims brought against the DSH, pursuant to section 5 of Exhibit C of this Agreement, as well as damages and reasonable costs assessed against the DSH by a court of competent jurisdiction (or, at Contractor's option, that are included in a settlement of such claim or action in accordance herewith), to the fullest extent permitted by State law, to the extent such claim arises from Contractor's violation of the CCPA in relation to Contractor's performance under this agreement; provided, that (i) Contractor is notified promptly in writing of the claim; (ii) Contractor controls the defense and settlement of the claim; (iii) Contractor provides a defense with counsel approved by the DSH; and (iv) the DSH cooperates with all reasonable requests of Contractor (at Contractor's expense) in defending or settling the claim.

4. PERMITTED USES AND DISCLOSURES OF CONFIDENTIAL INFORMATION BY THE CONTRACTOR:

- A. Except as otherwise provided in the agreement between Contractor and DSH, Contractor, may use or disclose DSH confidential information to perform functions, activities or services identified in the agreement with DSH provided that such use or disclosure would not violate federal or state laws or regulations.
- B. Contractor may not use or disclose the confidential information except as provided and permitted or required by this agreement with DSH or as required by law.
- C. Contractor may use and disclose confidential information for the proper management and administration of the Contractor or to carry out the legal responsibilities of the Contractor, provided that such uses and disclosures are required by law.

- D. Contractor may use confidential information to provide data aggregation services related to the health care operations of the DSH. Data aggregation means the combining of DSH confidential information created or received by Contractor on behalf of DSH with confidential information received by Contractor in its capacity as the business associate of another Covered Entity, to permit data analyses that relate to the health care operations of DSH.

5. SAFEGUARDS:

- A. Contractor shall develop and maintain an information privacy and security program that includes the implementation of administrative, technical, and physical safeguards. The information privacy and security program shall reasonably and appropriately protect the confidentiality, integrity, and availability of the confidential information that it creates, receives, maintains, or transmits; and prevent the use or disclosure of confidential information other than as provided for by the agreement with DSH. Contractor shall provide the DSH with information concerning such safeguards as the DSH may reasonably request from time to time.
- B. Contractor shall implement administrative, technical, and physical safeguards to ensure the security of the DSH information on portable electronic media (e.g., USB drives and CD-ROM) and in paper files. Administrative safeguards to be implemented shall include, but are not limited to training, instructions to employees, and policies and procedures regarding the HIPAA Privacy Rule. Technical safeguards to be implemented must comply with the HIPAA Security Rule and Subpart C of part 164 of the HIPAA regulations with respect to electronic confidential information, and shall include, but are not limited to, role-based access, computer passwords, timing out of screens, storing laptop computers in a secure location (never leaving the equipment unattended at workplace, home or in a vehicle) and encryption. Physical safeguards to be implemented shall include, but are not limited to, locks on file cabinets, door locks, partitions, shredders, and confidential destruct.

6. AUTHENTICATION:

- A. Contractor shall implement appropriate authentication methods to ensure information system access to confidential information is only granted to properly authenticated and authorized persons. If passwords are used in user authentication (e.g., username/password combination), Contractor shall implement strong password controls on all compatible computing systems that are consistent with the National Institute of Standards and Technology (NIST) Special Publication 800-53 and the SANS Institute Password Protection Policy.
- i. Contractor shall implement the following security controls on each server, workstation, or portable (e.g., laptop computer) computing device that processes or stores confidential, personal, or sensitive data:
- (1) network-based firewall and/or personal firewall,
 - (2) continuously updated anti-virus software and
 - (3) patch-management process including installation of all operating system/software vendor security patches.

- ii. Encrypt all confidential, personal, or sensitive data stored on portable electronic media (including, but not limited to, CDs and thumb drives) and on portable computing devices (including, but not limited to, laptop computers, smart phones and PDAs) with a solution that uses proven industry standard algorithms.
- iii. Prior to disposal, sanitize all DSH confidential data contained in hard drives, memory devices, portable electronic storage devices, mobile computing devices, and networking equipment in a manner consistent with the National Institute of Standards and Technology (NIST) Special Publication 800-88.
- iv. Contractor shall not transmit confidential, personal, or sensitive data via e-mail or other Internet transport protocol over a public network unless, at minimum, a 128-bit encryption method (for example AES, 3DES, or RC4) is used to secure the data.

7. MITIGATION OF HARMFUL EFFECTS:

- A. Contractor shall mitigate, to the extent practicable, any harmful effect that is known to Contractor of a use or disclosure of confidential information by Contractor or its subcontractors in violation of the requirements of the agreement.

8. NOTIFICATION OF BREACH:

- A. During the term of the agreement with DSH, Contractor shall report to DSH any use or disclosure of information not provided for by its contract of which it became aware including breaches of unsecured confidential information as required by 45 C.F.R. section 164.410 (2021).

9. DISCOVERY OF BREACH:

- A. Contractor shall immediately notify the DSH Chief Information Security Officer by telephone call and email upon the discovery of a breach of confidential information in all forms (paper, electronic, or oral) if the confidential information was, or is reasonably believed to have been, acquired by an unauthorized person, or within 24 hours by email or fax of the discovery of any suspected security incident, intrusion or unauthorized use or disclosure of confidential information in violation of the agreement with DSH, or potential loss of DSH confidential data. If the security incident occurs after business hours or on a weekend or holiday, notification shall be provided by calling the DSH Chief Information Security Officer. Contractor shall take:
 - i. prompt corrective action to mitigate any risks or damages involved with the breach and to protect the operating environment; and
 - ii. any action pertaining to such unauthorized disclosure required by applicable federal and state laws and regulations.

10. INVESTIGATION OF BREACH:

- A. Contractor shall immediately investigate such security incident, breach, or unauthorized use or disclosure of DSH confidential information. Within 8 hours of discovery (of the breach), Contractor shall notify the DSH Chief Information Security Officer of at least the following:

- i. the data elements involved and the extent of the confidential data involved in the breach;
- ii. a description of the unauthorized person(s) known or reasonably believed to have improperly acquired, accessed, used, transmitted, sent or disclosed confidential information;
- iii. a description of where and when the confidential information is believed to have been improperly acquired, accessed, used, transmitted, sent or disclosed;
- iv. a description of the probable causes of the improper acquisition, access, use, transmission, sending, or disclosure; and
- v. whether Civil Code sections 1798.29 or 1798.82 or any other federal or state laws requiring individual notifications of breaches are required.

11. WRITTEN REPORT:

- A. Contractor shall provide a written report of the investigation to the DSH Information Security Officer within ten (10) working days of the discovery of the breach or unauthorized use or disclosure. The report shall include, but not be limited to, the information specified above, an estimation of cost for remediation, as well as a full, detailed corrective action plan, including information on measures that were taken to halt and/or contain the improper use or disclosure.

12. NOTIFICATION OF INDIVIDUALS:

- A. Contractor shall notify individuals of the breach or unauthorized use or disclosure when notification is required under state or federal law and to pay any costs of such notifications, as well as any costs associated with the breach. Notification shall be made in the most expedient time possible without reasonable delay. The DSH Program Contract Manager, DSH Chief Information Security Officer, and DSH Chief Privacy Officer shall approve the time, manner, and content of any such notifications and their review and approval must be obtained by Contractor before the notifications are made.

13. DSH CONTACT INFORMATION:

- A. Contractor shall direct communications to the DSH Program Contract Manager, DSH Chief Information Security Officer, and DSH Chief Privacy Officer Contractor shall initiate contact as indicated herein. DSH reserves the right to make changes to the contact information below by giving written notice to Contractor. Said changes shall not require an amendment to the agreement between the parties to which it is incorporated.

DSH Contract Manager	DSH Chief Privacy Officer	DSH Chief Information Security Officer
See Exhibit A - Scope of Work for contact information	Chief Privacy Officer Office of Legal Services 1215 O Street, MS-5 Sacramento, CA 95814 Email: Privacy.Officer@dsh.ca.gov Telephone: 916-562-3721	Chief Information Security Officer Information Security Office 1215 O Street, MS-4 Sacramento, CA 95814 Email: iso@dsh.ca.gov and security@dsh.ca.gov

	Telephone: 916-654-4218
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14. INTERNAL PRACTICES:

- A. Contractor shall make Contractor's internal practices, books and records relating to the use and disclosure of DSH confidential information received from DSH, or created, maintained or received by Contractor, available to DSH or to the Secretary in a time and manner designated by DSH or by the Secretary, for purposes of determining DSH's compliance with HIPAA regulations.

15. EMPLOYEE TRAINING AND DISCIPLINE:

- A. Contractor shall train and use reasonable measures to ensure compliance with the requirements of the agreement between DSH and Contractor by employees who assist in the performance of functions or activities under this agreement and use or disclose confidential information; and discipline such employees who intentionally violate any provisions of this agreement.

16. EFFECT OF TERMINATION:

- A. Upon termination or expiration of the agreement between Contractor and DSH for any reason, Contractor shall return, at its sole expense, to DSH all confidential information within five (5) business days or as otherwise specified in the request or notice to return records or, if agreed to by DSH, destroy all confidential information received from DSH or created or received by Contractor on behalf of DSH, that Contractor still maintains in any form. Contractor shall retain no copies of DSH confidential information. However, if return or destruction is not feasible, Contractor shall continue to extend the protections and provisions of the agreement to such information, and limit further use or disclosure of such confidential information to those purposes that make the return or destruction of such confidential information infeasible. This provision shall apply to DSH confidential information that is in the possession of Contractor, its subcontractor(s), or its agent(s).

17. MISCELLANEOUS PROVISIONS:

- A. DSH shall notify Contractor and Contractor shall notify DSH of restrictions on disclosures or the manner of confidential communications requested and agreed to by Contractor or DSH from an Individual to satisfy 45 C.F.R. section 164.522 (2021).
- B. Assistance in Litigation or Administrative Proceedings. Contractor shall make itself, and use its best efforts to make any subcontractors, employees or agents assisting Contractor in the performance of its obligations under the agreement with DSH, available to DSH at no cost to DSH to testify as witnesses, or otherwise, in the event of litigation or administrative proceedings being commenced against DSH, its directors, officers or employees for claimed violations of HIPAA, regulations or other laws relating to security and privacy based upon actions or inactions of Contractor and/or its subcontractors, employees, or agents, except where Contractor or its subcontractors, employees, or agents is a named adverse party.
- C. No Third-Party Beneficiaries. Nothing expressed or implied in the terms and conditions of the agreement between Contractor and DSH is intended to confer, nor shall anything herein confer, upon any person other than DSH or Contractor and their respective successors or assignees, any rights, remedies, obligations or liabilities whatsoever.

- D. The terms and conditions in this Agreement shall be interpreted as broadly as necessary to implement and comply with the HIPAA regulations and applicable federal and state laws. The parties agree that any ambiguity in the terms and conditions of the agreement between the parties shall be resolved in favor of a meaning that complies and is consistent with state and federal law, including HIPAA and the HIPAA regulations.
- E. A reference in the terms and conditions of the agreement between DSH and Contractor to any HIPAA regulation relates to that section in effect or as amended.
- F. The obligations of Contractor under this Exhibit E shall survive the termination or expiration of the agreement.

18. JUDICIAL OR ADMINISTRATIVE PROCEEDINGS:

- A. DSH may immediately terminate the agreement between Contractor and DSH if (a) Contractor is found liable in a civil or criminal proceeding for a violation of the HIPAA Privacy or Security Rule or (b) a finding or stipulation that Contractor has violated a privacy or security standard or requirement of HIPAA, or other security or privacy laws made in an administrative or civil proceeding in which Contractor is a party.

19. TERMINATION FOR CAUSE:

- A. In accordance with 45 C.F.R. section 164.504(e)(1)(ii) (2021), upon DSH's knowledge of a material breach or violation of this Exhibit by Contractor, DSH shall:
 - i. Provide an opportunity for Contractor to cure the breach or end the violation and terminate the agreement if Contractor does not cure the breach or end the violation within the time specified by DSH; or
 - ii. Immediately terminate the agreement pursuant to section 7 of Exhibit C of this Agreement, if Contractor has breached a material term of this Exhibit and cure is not possible.

EXHIBIT G
INSURANCE REQUIREMENTS

1. APPLICABLE LIABILITY INSURANCE:

- A. The insurance and/or bonds identified below with a marked box are a required part of this Agreement, and only the marked boxes have any force or effect under this Agreement. Except as set forth below, evidence of liability insurance coverage, in the form of a certificate acceptable to the State of California and DSH, shall be provided prior to the execution of this Agreement and the commencement of services.
- B. DSH reserves the right, at its sole discretion, to cancel a proposed award to Contractor which does not submit all required insurance documents in a timely manner. Should DSH cancel a proposed award for this reason, DSH reserves the right, at its sole discretion, to award the contract to the next lowest, responsive and responsible provider.

☒ **Commercial General Liability:**

Contractor shall maintain general liability insurance with limits of not less than \$1,000,000 per occurrence and \$2,000,000 aggregate for bodily injury and property damage liability combined. The policy shall include coverage for liabilities arising out of premises, operations, independent contractors, products, completed operations, personal and advertising injury, and liability assumed under an insured contract. This insurance shall apply separately to each insured against whom claim is made or suit is brought.

Should Contractor use a subcontractor to complete a portion of this Agreement, Contractor shall include the subcontractor as an additional named insured under Contractor's policy, or represents and warrants that each subcontractor is insured under their own Commercial General Liability policy at the amounts specified herein. Contractor shall supply evidence of the subcontractor's insurance to DSH upon request.

Requirement to Insure the State: Contractor is required to name the "State of California, its officers, employees, and agents" as additional insured parties, insofar as operations under the Agreement are concerned. To satisfy this requirement, Contractor shall ensure that the following requirement(s) are met:

- **Policy Endorsement:** Contractor, when providing a signed contract to DSH and unless otherwise directed by DSH, shall provide proof that Contractor has insured the State of California, its officers, employees, and agents. This proof shall come in the form of an endorsement to Contractor's insurance policy (Form CG 20 10 11 85 or as broad as), or in the form of a copy of Contractor's current insurance policy that shows that the policy insures all parties required to be insured by this Agreement.

☐ **Pollution/Environmental Impairment Liability:**

Contractor shall maintain Pollution Liability covering Contractor's liability for bodily injury, property damage and environmental damage resulting from pollution or hazardous materials and related cleanup costs incurred, arising out of the work or services to be performed under this Agreement. Coverage shall be provided for both work performed on-site, as well as during the transportation or disposal of hazardous materials. Contractor shall maintain limits of not less than \$1,000,000 per claim and \$2,000,000 aggregate.

Requirement to Insure the State: Contractor is required to name the "State of California, its officers, employees, and agents" as additional insured parties, insofar as operations under the Agreement are concerned. To satisfy this requirement, Contractor shall ensure that the following requirement(s) are met:

- **Policy Endorsement:** Contractor, when providing a signed contract to DSH and unless otherwise specified, shall provide proof that Contractor has insured the State of California, its officers, employees, and agents. This proof shall come in the form of an endorsement to Contractor's insurance policy, or in the form of a copy of Contractor's current insurance policy that shows that the policy insures all parties required to be insured by this Agreement.

☒ **Motor Vehicle Liability:**

Contractor shall maintain motor vehicle liability insurance with limits of not less than \$1,000,000 per accident. Such insurance shall cover liability arising out of an accident involving a motor vehicle in use by Contractor during the provision of services under this Agreement, including, but not limited to, Contractor owned, hired, and non-owned motor vehicles.

Requirement to Insure the State: Contractor is required to name the "State of California, its officers, employees, and agents" as additional insured parties, insofar as operations under the Agreement are concerned. To satisfy this requirement, Contractor shall ensure that the following requirement(s) are met:

- **Policy Endorsement:** Contractor, when providing a signed contract to DSH and unless otherwise specified, shall provide proof that Contractor has insured the State of California, its officers, employees, and agents. This proof shall come in the form of an endorsement to Contractor's insurance policy, or in the form of a copy of Contractor's current insurance policy that shows that the policy insures all parties required to be insured by this Agreement.

☒ **Professional Liability:**

Contractor shall maintain Professional Liability insurance covering any damages caused by an error, omission or any negligent acts. Contractor shall maintain limits of not less than \$1,000,000 per claim and \$2,000,000 aggregate.

In the event a medical professional performing services under this Agreement is a subcontractor or is performing services through a registry, the medical professional actually performing the services shall be the insured and shall comply with the Professional Liability/Medical Malpractice insurance requirements of this Agreement. The prime contractor shall be responsible to enforce this provision and employ only those medical professionals meeting this requirement. Evidence of compliant insurance shall be provided to DSH prior to the commencement of services.

☐ **Performance Bond:**

Contractor shall obtain and maintain a performance bond of not less than the contract price of this Agreement, which shall be executed by a California-admitted surety insurer. Bonds not so-executed shall be rejected. Contractor shall submit two (2) executed copies on standard bonding company forms.

☐ **Payment Bond:**

Contractor shall provide DSH with a payment bond of not less than the contract price of this Agreement. The bond shall cover the costs of labor and materials provided by Contractor's employees, subcontractors, and suppliers in the event that Contractor fails to pay the costs of labor and materials to those individuals or entities. In order to meet this requirement, Contractor shall submit two (2) executed copies of the Payment Bond Form (STD 807). A copy of the STD 807 can be found at:

<https://www.documents.dgs.ca.gov/dgs/fmc/pdf/std807.pdf>

☒ **Workers' Compensation:**

If Contractor is required by statute, regulation, or Court order, to provide Workers' Compensation and Employer's Liability Insurance for performance of services under this Agreement, Contractor shall carry and shall maintain sufficient and adequate insurance for all of its employees who shall be engaged in the performance of this Agreement. Contractor shall maintain Employer's Liability limits of not less than \$1,000,000 per claim. Failure to maintain the insurance pursuant to this clause shall be deemed a material breach of the Agreement and DSH may terminate this Agreement for cause.

If required by DSH, in writing, Contractor shall furnish, within three (3) state business days following DSH's request, either 1) a copy of the certificate of insurance, a "true and certified" copy of the policy, or any other proof of coverage issued by Contractor's insurance carrier reflecting workers' compensation coverage; or 2) written confirmation, in a manner defined by DSH, that workers' compensation coverage is not required.

Contractor also agrees to indemnify, defend and hold harmless the state of California, DSH, its officers, agents and employees from any and all claims by Contractor's employees, agents and/or anyone representing Contractor, related to any non-performance of this section.

2. TERM OF INSURANCE:

- A. Insurance shall be in effect for the entire term of this Agreement. If the insurance expires prior to the end of the term of the Agreement, a new certificate must be received by DSH at least ten (10) days prior to the expiration of the insurance.

3. TERMINATION FOR NON-COMPLIANCE:

- A. In the event Contractor fails to keep in effect at all times the specified insurance coverage, this failure shall be deemed a material breach of the Agreement and DSH may, in addition to any other remedies it may have, terminate this Agreement with cause upon the occurrence of such event.

4. CERTIFICATE HOLDER AND SUBMISSION:

- A. Certificates of liability insurance must name DSH as a certificate holder and shall be submitted to the following address:

Department of State Hospitals -

Sacramento Attention: Contracts
Office
1215 O Street
Sacramento CA 95814
email: DSHContracts@dsh.ca.gov

5. SELF-INSURANCE REQUIREMENTS:

- A. If Contractor is a California governmental entity, Contractor is not required to provide proof of insurance.
- B. For all other Contractors, for Workers' Compensation insurance, Contractor must be listed on the Department of Industrial Relations website as having a Certificate of Consent to Self-Insure.
- C. For all other Contractors, for all other insurance categories, Contractor must provide:
 - i. A cover letter from Contractor's risk manager (or similar position) providing a description of the self-insurance plan for the types of coverage required in this Agreement. The description must detail what is covered by the plan and identify the source of funds for financing the plan.
 - ii. An audited financial report from the most recent quarter, along with any applicable accounting letters relative to the report.
 - iii. Evidence of firm having current equity of at least \$5,000,000 and current net profit of at least \$500,000.
 - iv. A signed written statement from Contractor's Certified Public Accountant (CPA) indicating the firm's annual net profit for the prior four (4) years has been a minimum of \$500,000.
- D. Contractor agrees to submit to DSH evidence of, upon request by DSH, and DSH reserves the right to verify, or cause to be verified, the source of funds for financing the self-insurance plan. DSH also reserves the right to require subsequent assistance from Contractor's risk manager to provide explanations of aspects of the self-insurance plan which need clarification. Upon request by DSH, Contractor shall provide additional reasonable assurances and documentation to DSH of its ability to meet the requirements to self-insure.
- E. Contractors which are self-insured for a specific type of insurance do not need to add the State as an additional insured.

6. DSH, at its sole cost and expense, shall carry insurance or self-insurance for its own activities in connection with this agreement, keep in force and maintain insurance or equivalent programs for general liability, workers compensation, automobile liability, and professional liability coverage adequate to cover potential liabilities, negligent or intentionally wrongful acts or omissions, from the performance of its duties under this agreement.

EXHIBIT B
PAYMENT OF SERVICES

1. Base Compensation

The annual Contract Years through (July 1, 2022 – June 30, 2023) combined shall not exceed total \$10,888,260, which consists of \$10,593,946 for Mental Health Base and JBCT services, and \$294,314 for EASS. The EASS program shall be implemented from the period of April 17, 2023 – June 30, 2023.

CONTRACTOR will invoice the COUNTY fifteen (15) days after the first day of the month in which services are rendered. The COUNTY agrees to pay CONTRACTOR within thirty (30) days of the invoice date.

COUNTY shall pay CONTRACTOR in twelve (12) monthly payments [at one-twelfth (1/12th) of not to exceed \$10,593,946 for Mental Health Base and JBCT services.

CONTRACTOR will submit separate invoices for EASS program. CONTRACTOR shall list and itemize in accordance with the DSH Budget Detail, all services or deliverables provided on each invoice and include the number of EASS inmates in that month. All invoices shall be sent to the address listed in Paragraph 7 (Notices) of the Agreement.

COUNTY, shall not be subject to, any late charges, fees or penalties of any kind.

This Agreement may be extended for three (3) additional consecutive twelve (12) month periods upon the same terms and conditions herein set forth, and subject to the following provisions within Exhibits A & B. Each such twelve (12) month extension period shall be contingent upon the evaluation of CONTRACTOR's performance of its services under this Agreement during the then-current period of this Agreement, by Sheriff, Chief of Probation, HHSA Director, or their respective designees, determine that the then-current term of this Agreement should be extended, HHSA will provide a written notice of such extension to CONTRACTOR ninety (90) days prior to each such subsequent twelve (12) month extension period. If either party determined not to extend this Agreement, then such party shall provide written notice of non-extension of this Agreement not later than ninety (90) days prior to the expiration of the then-current term of this Agreement.

2. Increases or Decreases in Inmate Population

The parties agree that an annual base price is calculated based upon an average daily population (ADP) which includes adult inmate and youth population (hereinafter "Combined ADP") of up to 1,775 calculated over a calendar month. The parties also agree and acknowledge that the ADP will be calculate by Sheriff and Probation on a daily basis and provided to CONTRACTOR on a monthly basis. The COUNTY shall provide this information to CONTRACTOR no later than the fifth business day following the month of service.

EXHIBIT B
PAYMENT OF SERVICES

3. Payment Reductions for Staffing Shortfalls

In accordance with Section 13, CONTRACTOR shall reduce the invoice for that month by the amount equal to the Fully-Loaded Labor Hourly Rate to COUNTY for any job title hours not covered. Job titles must be filled by professionals with the required skills and specialties indicated in the staffing plan. For the purposes of this section, under-filled job titles will be considered unfilled. CONTRACTOR shall then credit the COUNTY, respectively, for any unfilled hours at a rate of the Fully-Loaded Labor Hourly Rate for each or any position(s) missed. The Fully-Loaded Labor Hourly Rate for each position for purposes of calculating the credit due to the COUNTY is attached in Exhibit A.

4. Payment Reduction for Unsatisfactory Performance Measures

If the CONTRACTOR fails to substantially comply with any of the Indicators as set forth in Exhibit A, Section 16, the COUNTY may assess a penalty of \$3,000 for each failed Performance Indicator quarterly.

5. County Discretion on Payment Reduction

The COUNTY reserves the right to not impose the fines referenced in Sections 4 of this exhibit at the COUNTY's discretion. For FY 2022-2023, the COUNTY will not assess performance indicator penalties until January 1, 2023.

6. Compensation for Renewal Terms

Pricing for any renewal terms beyond the initial contract term will be based on the mutual written agreement of the COUNTY and CONTRACTOR.

7. Changes in the Law, Standard of Care or Scope of Services.

The prices in Exhibit B reflect 1) the scope of services as outlined in Exhibit A; and, 2) the current community standard of care with regard to mental health care services. Should there be any change in or inmate or youth distribution, standards of care, scope of services, cost of goods or services, or available workforce pool that results in material increase in costs, or if any statute, rule or regulation is passed or any order issued or any statute or guideline adopted materially increasing the cost to CONTRACTOR of providing health care services hereunder, the increased costs related to such change or modification are not covered in this Agreement and will be negotiated with the COUNTY, provided, however, that if the parties are unable to agree on appropriate compensation, the Parties may terminate this Agreement in accordance with the termination provisions of Section 5-General Terms and Conditions in the Agreement.

EXHIBIT B
PAYMENT OF SERVICES

8. Payment.

All adjustments to payment made in accordance with Section 2, 3, and 4 above shall be reconciled on a quarterly basis. Due to the timing of monthly reporting, deductions for staffing shortfalls will be made one month in arrears from the quarter of service (i.e. deductions for July-September will occur on the October invoice).

All invoices shall be sent to the address listed in Paragraph 7 (Notices) of the Agreement.