

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



ITEM: 3.66
(ID # 25621)

MEETING DATE:

Tuesday, August 27, 2024

FROM : SHERIFF-CORONER-PA

SUBJECT: SHERIFF-CORONER-PA: Ratify and Approve the Professional Service Agreement for Administration of the Jail Based Competency Treatment Program with Liberty Healthcare of California, Inc. Without Seeking Competitive Bids, and Ratify and Approve Standard Agreement Number: 23-79051-000 with the California Department of State Hospitals for the reimbursement of County's Operational and Support Costs for Jail-based Competency Treatment Services for 5 years at the Robert Presley Detention Center. All Districts [5 Year Total Cost \$14,659,420; up to \$1,465,942 in additional compensation, 100% Sheriff's Budget to be reimbursed by the Department of State Hospitals]

RECOMMENDED MOTION: That the Board of Supervisors:

1. Ratify and approve Professional Service Agreement with Liberty Healthcare of California, Inc. for Administration of the Jail Based Competency Treatment Program without seeking competitive bids, for five (5) years from January 1, 2024, through December 31, 2028, for a cost not to exceed \$2,931,884 annually and five-year total of \$14,659,420, and authorize the Chair to execute the same on behalf of the County; and,
2. Ratify and Approve Standard Agreement Number: 23-79051-000 with the California Department of State Hospitals for the reimbursement of the County's operational and support costs for jail-based competency treatment services for an aggregate cost not to exceed \$6,473,855 annually and a five-year total of \$31,734,622 from January 1, 2024, through December 31, 2028, and authorize the Chair to execute the same and the attached certifications on behalf of the County; and,

Continued on Page 2

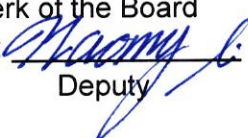
ACTION:Policy


Herman Lopez, CHF DEP SHERIFF B 7/26/2024

MINUTES OF THE BOARD OF SUPERVISORS

On motion of Supervisor Perez, seconded by Supervisor Spiegel and duly carried by unanimous vote, IT WAS ORDERED that the above matter is approved as recommended.

Ayes: Jeffries, Spiegel, Washington, Perez and Gutierrez
Nays: None
Absent: None
Date: August 27, 2024
xc: Sheriff

Kimberly A. Rector
Clerk of the Board
By: 
Deputy

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

RECOMMENDED MOTION: That the Board of Supervisors:

3. Authorize the Purchasing Agent, in accordance with Ordinance No. 459, based on the availability of fiscal funding and as approved by County Counsel to: (a) sign amendments that exercise the options of the original agreements, including modifications of the scope of services that stay within the intent of said agreements; and (b) sign amendments to the compensation provisions that do not exceed ten (10) percent of the total approved amount; and (c) issue Purchase Orders for payment of services performed within the approved compensation amounts.

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost
COST	\$ 1,465,942	\$ 2,931,884	\$ 14,659,420	\$ 0
NET COUNTY COST	\$ 0	\$ 0	\$ 0	\$ 0
SOURCE OF FUNDS: 100% Sheriff's Budget, Cost offset 100% by DSH contract revenue.			Budget Adjustment:	No
			For Fiscal Year:	23/24 – 28/29

C.E.O. RECOMMENDATION: Approve

Prev. Agn 3/23/21 M.O. 3.24

BACKGROUND:

Summary

Since July 2013, the Riverside County Sheriff's Office has partnered with the California Department of State Hospitals (DSH) to provide County inmates the services needed for returning to competency individuals charged with a felony who have been found mentally incompetent to stand trial (IST), pursuant to California Penal Code section 1370. The IST defendants are committed to a State hospital for care and treatment to restore competency to stand trial. In order to expedite these services, the Sheriff's Office with the DSH funding has allocated 36 beds at the Robert Presley Detention Center's (RPDC) Mental Health Sheltered Housing Unit to provide the Jail Based Competency Treatment Program (JBCT). The services are administered by Liberty Healthcare of California, Inc. (Liberty). The JBCT Program reduces the wait on and delays in receiving treatment, and excessive delays in the adjudication of their criminal charges.

Liberty, originally contracted by DSH, established programs in County jails to deliver the same services to a defendant in a County jail that the defendant would receive in a State mental hospital. This allows the inmate to begin treatment immediately upon receipt of the court-ordered paperwork and eliminates the waiting period, which significantly decreases the time a defendant remains incarcerated and expedites the restoration-to-competency process.

In October 2013, Liberty started the Restoration of Competency (ROC) program at RPDC. As of January 2018, the Sheriff's Office increased the allocated beds from 20 to 25 beds in the

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

RPDC Mental Health Sheltered Housing Unit for use by Liberty to provide ROC services to Riverside County inmates/defendants. To date, Liberty's JBCT program has admitted 978 patient defendants. Excluding the 25 defendants currently in the program, 953 have been discharged, with 498 (52%) discharged as competent to stand trial, 433 (45%) transferred to a state hospital, and 22 (3%) discharged as other (e.g. released from custody, maximum commitment, medical discharge, court release, or non-restorable). In providing ROC services, Liberty has partnered well with the Sheriff's Office, Riverside County Superior Court, Riverside County Department of Behavioral Health, DSH, the District Attorney's Office, and the Public Defender's Office.

In addition to the ROC program through Riverside County, Liberty also provides JBCT services to another Southern California County, e.g., San Bernardino County. DSH prefers that Riverside County continue to use Liberty to maintain consistency and improve the efficiency of JBCT services throughout Southern California. Additionally, Liberty has a separate contract with the State to provide a complementary program known as the Early Access and Stabilization Services (EASS). Having these two programs run by the same vendor provides seamless interface with County staff and increased efficiencies.

If the Sheriff's Office enters into a JBCT contract, the DSH has approved adding eleven (11) additional beds, bringing the total to 36 beds in the RPDC's mental health sheltered housing unit for use by Liberty. No jail beds will be reserved or left vacant to accommodate this program, and only those inmates already incarcerated by the Riverside County Sheriff's Office will be admitted to the program. Liberty will continue to provide a team of psychiatric professionals who will offer appropriate psychiatric forensic evaluations, intensive psychiatric stabilization, and multi-modal restoration-to-competency services delivered by a team of forensic psychiatrists, clinicians, and therapeutic personnel. Each defendant will have a conference with the treatment team clinician at least twice weekly and be engaged in a minimum of four hours of group-based psychosocial rehabilitative activities each day across four domains: restoration of competency, mental illness and medication management, mental/social stimulation, and physical/social stimulation.

Impact on Residents and Businesses

This proposed action supports the Board of Supervisors' decision in April 2016 to approve the "Stepping-Up Initiative," which serves as a blueprint for Counties to assess existing efforts to reduce the number of people with mental illnesses in jail.

Additional Fiscal Information

In addition, the Department is requesting for a 10% contingency of the total five-year contract amount to allow for any increase in contracted beds.

Contract History and Price Reasonableness

Liberty

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

On December 5, 2017 (Minute Order No. 3.30), the County of Riverside Board of Supervisors approved a Professional Service Agreement with Liberty, effective January 1, 2018, through December 31, 2020, under an annual maximum compensation amount of \$1,607,642.50.

On August 13, 2018, the Purchasing Agent approved Amendment No. 1 to the Agreement to modify its scope of services with no change to its maximum compensation amount.

On March 23, 2021, (Minute Order No. 3.30/SSJ#21-072), the Board approved Amendment No. 2 to the Agreement, extending the period of performance of the Agreement from December 31, 2020, to December 31, 2023, at an unchanged annual maximum compensation amount of \$1,607,642.50.

On December 23, 2021, the Purchasing Agent approved Amendment No. 3 to the Agreement to modify its scope of services; maximum annual compensation remained unchanged at \$1,607,642.50.

DSH

On December 5, 2017 (Minute Order No. 3.30), the County of Riverside Board of Supervisors approved Standard Agreement No. 17-78013-000 with DSH, effective January 1, 2018, through December 31, 2020, under a maximum reimbursement amount of \$10,240,020.

On March 23, 2021 (Minute Order No. 3.24), the County Board of Supervisors approved Standard Agreement No. 20-79017-000 with DSH, effective January 1, 2021, through December 31, 2023, under a maximum reimbursement amount of \$11,107,314.

Subsequently, on December 7, 2023, the Purchasing Agent approved Amendment No. 1 to Standard Agreement No. 20-79017-000 to correct budget detail and payment provisions with no changes made to the previously approved maximum reimbursement amount of \$11,107,314.

Current Request for Liberty and DSH

This request is to continue contracting with Liberty and enter into a contract with the DSH for the reimbursement of operational and support costs of the JBCT program from January 1, 2024, through December 31, 2028. Under the Agreement with Liberty for JBCT program services, for the period of January 1, 2024, to May 31, 2024, the County will pay Liberty for such services, covering twenty-five (25) beds at RPDC at a daily rate of \$212.30 per bed.

Effective June 1, 2024, to December 31, 2028, the new rate will be \$209.90 per bed for thirty-six (36) beds at RPDC and in addition to the fixed daily rate, the County will pay Liberty for Psychiatrist PRN services at the rate of \$384.34 per hour when needed. Liberty's annual fees shall not exceed \$2,931,884 annually.

Under Agreement 23-79051-000, the DSH agrees to reimburse the County's cost to provide restoration of mental competency services to Riverside County inmates for a maximum amount not to exceed \$31,734,622 over the five (5) year contract term. This amount encompasses the

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

per diem daily rate which was negotiated by the Riverside County Sheriff's Purchasing Department and Sheriff's Corrections Division of \$445.45 per bed for 25 contracted beds for the period of January 1, 2024 to May 31, 2024, totaling \$1,692,710; effective June 1, 2024 to December 31, 2028 the new rate will be \$469.05 per bed for 36 contracted beds totaling \$28,266,829 and the prescribed injectable psychotropic medication costs of Invega Sustenna® which will be based on actual usage but shall not exceed \$100,000 annually. In addition, DSH agrees to reimburse the County for Liberty Psychiatrist PRN services at the rate of \$384.34 per hour which shall not exceed \$172,952 annually; program replenishment costs that shall not exceed \$10,200 annually; program refurbishment costs that shall not exceed a total of \$362,000; in-person translation services which will be based on actual usage which shall not exceed \$9,000 annually; and travel expenses associated with DSH required meetings and/or trainings that shall not exceed \$1,500 annually.

On July 19th, 2024, the Central Purchasing and Fleet Services Department reviewed Single Source Justification No. 25-018, for a five-year contract between the County of Riverside, on behalf of its Riverside Sheriff's Office and Liberty for a not-to-exceed amount of \$14,659,420.

Attachments

- Professional Service Agreement with Liberty Healthcare of California, Inc. for the Administration of the JBCT Program – 3 Copies
- State of California Standard Agreement with Department of State Hospitals (# 23-79051-000) – 3 Copies
- Single Source Justification No. 25-018.
- Certifications: CA Civil Rights Laws Attachment, Iran Contracting Act, Contractor Certification Clauses (CCC 04/2017) – 3 Copies each

Rene Casillas
Rene Casillas, Internal Audits Chief 7/24/2024

Melissa Curtis
Melissa Curtis, Deputy Director of Purchasing and Fleet 7/24/2024

Rebecca S Cortez
Rebecca S Cortez, Principal Management Analyst 8/19/2024

Aaron Gettis
Aaron Gettis, Chief of Deputy County Counsel 7/22/2024

PROFESSIONAL SERVICE AGREEMENT

for

ADMINISTRATION OF THE JAIL BASED COMPETENCY TREATMENT PROGRAM (JBCT)

between

COUNTY OF RIVERSIDE

and

LIBERTY HEALTHCARE OF CALIFORNIA, INC.



AUG 27 2024

3.66

TABLE OF CONTENTS

<u>SECTION HEADING</u>	<u>PAGE NUMBER</u>
1. Description of Services.....	4
2. Period of Performance.....	4
3. Compensation.....	4
4. Alteration or Changes to the Agreement	6
5. Termination	6
6. Ownership/Use of Contract Materials and Products	7
7. Conduct of Contractor.....	8
8. Inspection of Service: Quality Control/Assurance	8
9. Independent Contractor/Employment Eligibility	9
10. Subcontract for Work or Services	11
11. Disputes	11
12. Licensing and Permits	11
13. Use by Other Political Entities	11
14. Non-Discrimination	12
15. Records and Documents	12
16. Confidentiality	12
17. Administration/Contract Liaison.....	13
18. Notices.....	13
19. Force Majeure.....	14
20. EDD Reporting Requirements.....	14
21. Hold Harmless/Indemnification	14

22. Insurance16

23. General19

Exhibit A-Scope of Service23

Exhibit B- Payment Provisions28

Exhibit C- Holiday Schedule.....29

Attachment I- HIPPA Business Associate Attachment to the Agreement30

This Agreement, made and entered into this 1st day of January, 2024, by and between Liberty Healthcare of California, Inc., a California Corporation (herein referred to as "CONTRACTOR"), and the COUNTY OF RIVERSIDE, a political subdivision of the State of California, (herein referred to as "COUNTY"). The parties agree as follows:

1. Description of Services

1.1 CONTRACTOR shall provide all services as outlined and specified in Exhibit A, Scope of Services, at the prices stated in Exhibit B, Payment Provisions, and in Attachment I, HIPAA Business Associate Agreement ("BAA")

1.2 CONTRACTOR represents that it has the skills, experience, and knowledge necessary to perform under this Agreement and the COUNTY relies upon this representation. CONTRACTOR shall perform to the satisfaction of the COUNTY and in conformance to and consistent with the highest standards of firms/professionals in the same discipline in the State of California.

1.3 CONTRACTOR affirms that it is fully apprised of all of the work to be performed under this Agreement; and the CONTRACTOR agrees it can properly perform this work at the prices stated in Exhibit B. CONTRACTOR is not to perform services or provide products to COUNTY, beyond what is set forth in this Agreement.

1.4 Acceptance by the COUNTY of the CONTRACTOR's performance under this Agreement does not operate as a release of CONTRACTOR's responsibility for full compliance with the terms of this Agreement.

2. Period of Performance

2.1 This Agreement shall be effective January 1, 2024 ("Effective Date"), and continues in effect through December 31, 2028, unless terminated earlier. CONTRACTOR shall commence performance upon the Effective Date of this Agreement and shall diligently and continuously perform thereafter. The Riverside County Board of Supervisors is the only authority that may obligate the County for a non-cancelable multi-year agreement.

3. Compensation

3.1 The COUNTY shall pay the CONTRACTOR for services performed, products provided, and expenses incurred in accordance with the terms of Exhibit B, Payment Provisions. Maximum payments by

COUNTY to CONTRACTOR shall not exceed two million nine hundred thirty-one thousand, eight hundred eighty-four dollars (\$2,931,884) annually including all expenses. Payment under this Agreement shall be based on services ordered hereafter in accordance with this Agreement. The COUNTY is not responsible for any fees or costs incurred above or beyond the contracted amount and shall have no obligation to purchase any specified amount of services or products. Unless otherwise specifically stated in Exhibit B, COUNTY shall not be responsible for payment of any of CONTRACTOR's expenses related to this Agreement.

3.2 No price increases will be permitted during this Agreement's period of performance.

3.3 CONTRACTOR shall be paid only in accordance with an invoice submitted to COUNTY by CONTRACTOR within fifteen (15) days from the last day of each calendar month, and COUNTY shall pay the invoice within thirty (30) working days from the date of receipt of the invoice. Payment shall be made to CONTRACTOR only after services have been rendered or delivery of materials or products, and acceptance has been made by COUNTY. Prepare invoices in duplicate. For this Agreement, send the original and duplicate copies of invoices to:

RIVERSIDE COUNTY SHERIFF
4095 LEMON STREET 4TH FLOOR
ATTN: CORRECTIONS DIVISION ACCOUNTING
RIVERSIDE, CA 92501

- a) Each invoice shall contain a minimum of the following information: invoice number and date; remittance address; bill-to and ship-to addresses of ordering department/division; Agreement number (SHARC-95856-001-12/28); quantities; item descriptions, unit prices, extensions, sales/use tax if applicable, and an invoice total.
- b) Invoices shall be rendered monthly in arrears.

3.4 The COUNTY obligation for payment of this Agreement beyond the current fiscal year end is contingent upon and limited by the availability of COUNTY funding from which payment can be made, and invoices shall be rendered "monthly" in arrears. In the State of California, Government agencies are not allowed to pay excess interest and late charges, per Government Code, Section 926.10. No legal liability on the part of the COUNTY shall arise for payment beyond June 30 of each calendar year unless funds are made available for such payment. In the event that such funds are not forthcoming for any reason,

COUNTY shall immediately notify CONTRACTOR in writing; and this Agreement shall be deemed terminated, have no further force, and effect.

4. Alteration or Changes to the Agreement

4.1 The Board of Supervisors and the COUNTY Purchasing Agent and/or his designee is the only authorized COUNTY representatives who may at any time, by written order, alter this Agreement. If any such alteration causes an increase or decrease in the cost of, or the time required for the performance under this Agreement, an equitable adjustment shall be made in the Agreement price or delivery schedule, or both, and the Agreement shall be modified by written amendment accordingly.

4.2 Any claim by the CONTRACTOR for additional payment related to this Agreement shall be made in writing by the CONTRACTOR within thirty (30) days of when the CONTRACTOR has or should have notice of any actual or claimed change in the work, which results in additional and unanticipated cost to the CONTRACTOR. If the COUNTY Purchasing Agent decides that the facts provide sufficient justification, he may authorize additional payment to the CONTRACTOR pursuant to the claim. Nothing in this section shall excuse the CONTRACTOR from proceeding with performance of the Agreement even if there has been a change.

5. Termination

5.1. Either Party may terminate this Agreement without cause upon sixty (60) days written notice served upon the other party stating the extent and effective date of termination.

5.2 COUNTY may, upon fifteen (15) days written notice terminate this Agreement for CONTRACTOR's default, if CONTRACTOR refuses or fails to comply with the terms of this Agreement or fails to make progress that may endanger performance and does not immediately cure such failure within sixty (60) days notice from COUNTY. In the event of such termination, the COUNTY may proceed with the work in any manner deemed proper by COUNTY.

5.3 After receipt of the notice of termination, CONTRACTOR shall:

- (a) Stop all work under this Agreement on the date specified in the notice of termination; and

- (b) Transfer to COUNTY and deliver in the manner as directed by COUNTY any materials, reports or other products, which, if the Agreement had been completed or continued, would have been required to be furnished to COUNTY.

5.4 After termination, COUNTY shall make payment only for CONTRACTOR's performance up to the date of termination in accordance with this Agreement.

5.5 CONTRACTOR's rights under this Agreement shall terminate (except for fees accrued prior to the date of termination) upon dishonesty or a willful or material breach of this Agreement by CONTRACTOR; or in the event of CONTRACTOR's unwillingness or inability for any reason whatsoever to perform the terms of this Agreement. In such event, CONTRACTOR shall not be entitled to any further compensation under this Agreement.

5.6 If the Agreement is federally or State funded, CONTRACTOR cannot be debarred from the System for Award Management (SAM). CONTRACTOR must notify the COUNTY immediately of a debarment. Reference: System for Award Management (SAM) at <https://www.sam.gov> for Central Contractor Registry (CCR), Federal Agency Registration (Fedreg), Online Representations and Certifications Application, and Excluded Parties List System (EPLS)). Excluded Parties Listing System (EPLS) (<http://www.epls.gov>) (Executive Order 12549, 7 CFR Part 3017, 45 CFR Part 76, and 44 CFR Part 17). The System for Award Management (SAM) is the Official U.S. Government system that consolidated the capabilities of CCR/FedReg, ORCA, and EPLS.

5.7 The rights and remedies of COUNTY provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or this Agreement.

6. Ownership/Use of Contract Materials and Products

The CONTRACTOR agrees that all materials, reports or products in any form, including electronic, created by CONTRACTOR for which CONTRACTOR has been compensated by COUNTY pursuant to this Agreement shall be the sole property of the COUNTY. The material, reports or products may be used by the COUNTY for any purpose that the COUNTY deems to be appropriate, including, but not limit to, duplication and/or distribution within the COUNTY or to third parties. However, all materials, reports or products in any form, including electronic, created by CONTRACTOR prior to this Agreement shall be the

sole property of CONTRACTOR including any improvements, enhancements or modifications to any materials, reports or products, which do not include County's confidential information.

7. Conduct of Contractor

7.1 The CONTRACTOR covenants that it presently has no interest, including, but not limited to, other projects or contracts, and shall not acquire any such interest, direct or indirect, which would conflict in any manner or degree with CONTRACTOR's performance under this Agreement. The CONTRACTOR further covenants that no person or subcontractor having any such interest shall knowingly be employed or retained by CONTRACTOR under this Agreement. The CONTRACTOR agrees to inform the COUNTY of all the CONTRACTOR's interests, if any, which are or may be perceived as incompatible with the COUNTY's interests.

7.2 The CONTRACTOR shall not, under circumstances which could be interpreted as an attempt to influence the recipient in the conduct of his/her duties, accept any gratuity or special favor from individuals or firms with whom the CONTRACTOR is doing business or proposing to do business, in accomplishing the work under this Agreement.

7.3 The CONTRACTOR or its employees shall not offer gifts, gratuity, favors, and entertainment directly or indirectly to COUNTY employees.

8. Inspection of Service; Quality Control/Assurance

8.1 All performance (which includes services, workmanship, materials, supplies and equipment furnished or utilized in the performance of this Agreement) shall be subject to inspection and test by the COUNTY or other regulatory agencies at all times. The CONTRACTOR shall provide adequate cooperation to any inspector or other COUNTY representative to permit him/her to determine the CONTRACTOR's conformity with the terms of this Agreement. If any services performed or products provided by CONTRACTOR are not in conformance with the terms of this Agreement, the COUNTY shall have the right to require the CONTRACTOR to perform the services or provide the products in conformance with the terms of the Agreement at no additional cost to the COUNTY. When the services to be performed or the products to be provided are of such nature that the difference cannot be corrected; the COUNTY shall have the right to: (1) require the CONTRACTOR immediately to take all necessary steps to ensure future performance in conformity with the terms of the Agreement; and/or (2) reduce the Agreement

price to reflect the reduced value of the services performed or products provided. The COUNTY may also terminate this Agreement for default and charge to CONTRACTOR any direct costs incurred by the COUNTY because of the CONTRACTOR's failure to perform.

8.2 CONTRACTOR shall establish adequate procedures for self-monitoring and quality control and assurance to ensure proper performance under this Agreement; and shall permit a COUNTY representative or other regulatory official to monitor, assess, or evaluate CONTRACTOR's performance under this Agreement at any time, upon reasonable notice to the CONTRACTOR.

9. Independent Contractor/Employment Eligibility

9.1 The CONTRACTOR is, for purposes relating to this Agreement, an independent contractor and shall not be deemed an employee of the COUNTY. It is expressly understood and agreed that the CONTRACTOR (including its employees, agents, and subcontractors) shall in no event be entitled to any benefits to which COUNTY employees are entitled, including but not limited to overtime, any retirement benefits, worker's compensation benefits, and injury leave or other leave benefits. There shall be no employer-employee relationship between the parties; and CONTRACTOR shall hold COUNTY harmless from any and all claims that may be made against COUNTY based upon any contention by a third party that an employer-employee relationship exists by reason of this Agreement. It is further understood and agreed by the parties that CONTRACTOR in the performance of this Agreement is subject to the control or direction of COUNTY merely as to the results to be accomplished and not as to the means and methods for accomplishing the results.

9.2 CONTRACTOR warrants that it shall make its best effort to fully comply with all federal and state statutes and regulations regarding the employment of aliens and others and to ensure that employees performing work under this Agreement meet the citizenship or alien status requirement set forth in federal statutes and regulations. CONTRACTOR shall obtain from all employees performing work hereunder, all verification and other documentation of employment eligibility status required by federal or state statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986, 8 U.S.C. §1324 et seq., as they currently exist and as they may be hereafter amended. CONTRACTOR shall retain all such documentation for all covered employees, for the period prescribed by the law.

9.3 Ineligible Person shall be any individual or entity who: Is currently excluded, suspended, debarred or otherwise ineligible to participate in the federal health care programs; or has been convicted of a criminal offense related to the provision of health care items or services and has not been reinstated in the federal health care programs after a period of exclusion, suspension, debarment, or ineligibility.

9.4 CONTRACTOR shall screen prospective Covered Individuals prior to hire or engagement. CONTRACTOR shall not hire or engage any Ineligible Person to provide services directly relative to this Agreement. CONTRACTOR shall screen all current Covered Individuals within sixty (60) days of execution of this Agreement to ensure that they have not become Ineligible Persons unless CONTRACTOR has performed such screening on same Covered Individuals under a separate agreement with COUNTY within the past six (6) months. Covered Individuals shall be required to disclose to CONTRACTOR immediately any debarment, exclusion or other event that makes the Covered Individual an Ineligible Person. CONTRACTOR shall notify COUNTY within five (5) business days after it becomes aware if a Covered Individual providing services directly relative to this Agreement becomes debarred, excluded or otherwise becomes an Ineligible Person.

9.5 CONTRACTOR acknowledges that Ineligible Persons are precluded from providing federal and state funded health care services by contract with COUNTY in the event that they are currently sanctioned or excluded by a federal or state law enforcement regulatory or licensing agency. If CONTRACTOR becomes aware that a Covered Individual has become an Ineligible Person, CONTRACTOR shall remove such individual from responsibility for, or involvement with, COUNTY business operations related to this Agreement.

9.6 CONTRACTOR shall notify COUNTY within five (5) business days if a Covered Individual or entity is currently excluded, suspended or debarred, or is identified as such after being sanction screened. Such individual or entity shall be promptly removed from participating in any activity associated with this Agreement.

10. Subcontract for Work or Services

No contract shall be made by the CONTRACTOR with any other party for furnishing any of the work or services under this Agreement without the prior written approval of the COUNTY; but this provision shall not require the approval of contracts of employment between the CONTRACTOR and personnel assigned under this Agreement, or for parties named in the proposal and agreed to under this Agreement or for Liberty Healthcare Corporation, or for physician subcontractors.

11. Disputes

11.1 The parties shall attempt to resolve any disputes amicably at the working level. If that is not successful, the dispute shall be referred to the senior management of the parties. Any dispute relating to this Agreement, which is not resolved by the parties, shall be referred to the COUNTY's Purchasing Department's Compliance Contract Officer who shall furnish a decision in writing. Except for disputes as to non-payment, the CONTRACTOR shall proceed diligently with the performance of this Agreement pending the resolution of a dispute.

11.2 Prior to the filing of any legal action related to this Agreement, the parties shall be obligated to attend a mediation session in Riverside County before a neutral third-party mediator. **11.3** Notwithstanding any other provision to the contrary, participating in mediation as required by 11.2 shall not be a waiver of any right of either party including the right to enforce any provision of this Agreement.

12. Licensing and Permits

CONTRACTOR shall comply with all State or other licensing requirements, including but not limited to the provisions of Chapter 9 of Division 3 of the Business and Professions Code. All licensing requirements shall be met at the time proposals are submitted to the COUNTY. CONTRACTOR warrants that it has all necessary permits, approvals, certificates, waivers and exemptions necessary for performance of this Agreement as required by the laws and regulations of the United States, the State of California, the County of Riverside and all other governmental agencies with jurisdiction and shall maintain these throughout the term of this Agreement.

13. Use By Other Political Entities

The CONTRACTOR agrees to extend the same pricing, terms, and conditions as stated in this Agreement to each and every political entity, special district, and related non-profit entity in Riverside

County. It is understood that other entities shall make purchases in their own name, make direct payment, and be liable directly to the CONTRACTOR; and COUNTY shall in no way be responsible to CONTRACTOR for other entities' purchases.

14. Non-Discrimination

CONTRACTOR shall not discriminate in the provision of services, allocation of benefits, accommodation in facilities, or employment of personnel on the basis of ethnic group identification, race, religious creed, color, national origin, ancestry, disability, medical condition, marital status or sex in the performance of this Agreement; and, to the extent they shall be found to be applicable hereto, shall comply with the provisions of the California Fair Employment and Housing Act (Gov. Code 12900 et. seq), the Federal Civil Rights Act of 1964 (P.L. 88-352), the Americans with Disabilities Act of 1990 (42 U.S.C. S12101 et seq.) and all other applicable laws or regulations.

15. Records and Documents

CONTRACTOR shall make available, upon written request by any duly authorized Federal, State, or COUNTY agency, a copy of this Agreement and such books, documents and records as are necessary to certify the nature and extent of the CONTRACTOR's costs related to this Agreement. All such books, documents and records shall be maintained by CONTRACTOR for at least five (5) years following termination of this Agreement and be available for audit by the COUNTY. CONTRACTOR shall provide to the COUNTY reports and information related to this Agreement as requested by COUNTY.

16. Confidentiality

16.1 The CONTRACTOR shall not use for personal gain or make other improper use of privileged or confidential information which is acquired in connection with this Agreement. The term "privileged or confidential information" includes but is not limited to: unpublished or sensitive technological or scientific information; medical, personnel, or security records; anticipated material requirements or pricing/purchasing actions; COUNTY information or data which is not subject to public disclosure; COUNTY operational procedures; and knowledge of selection of contractors, subcontractors or suppliers in advance of official announcement.

16.2 The CONTRACTOR shall protect from unauthorized disclosure names and other identifying information concerning persons receiving services pursuant to this Agreement, except for general statistical

information not identifying any person. The CONTRACTOR shall not use such information for any purpose other than carrying out the CONTRACTOR's obligations under this Agreement and as otherwise permitted by the BAA. Except for requests made by Court Order or Subpoena, or by California Department of State Hospitals ("DSH") or its designee, the CONTRACTOR shall promptly transmit to the COUNTY all third-party requests for disclosure of such information. Except for disclosures made to DSH or pursuant to a Court Order or Subpoena, which the CONTRACTOR will notice COUNTY of after compliance, the CONTRACTOR shall not disclose, except as otherwise specifically permitted by this Agreement, including the BAA or authorized in advance in writing by the COUNTY, any such information to anyone other than the COUNTY. For purposes of this paragraph, identity shall include, but not be limited to, name, identifying number, symbol, or other identifying particulars assigned to the individual, such as finger or voice print or a photograph.

16.3 The CONTRACTOR is subject to and shall operate in compliance with all relevant requirements contained in the Health Insurance Portability and Accountability Act of 1996 (HIPPA), Public Law 104-191, enacted August 21, 1996, and the related laws and regulations promulgated subsequent thereto. Please refer to Attachment I of this Agreement.

17. Administration/Contract Liaison

The Sheriff or designee, or COUNTY Purchasing Agent, or designee, shall administer this Agreement on behalf of the COUNTY. The Purchasing Department is to serve as the liaison with CONTRACTOR in connection with this Agreement.

18. Notices

All correspondence and notices required or contemplated by this Agreement shall be delivered to the respective parties at the addresses set forth below and are deemed submitted two (2) days after their deposit in the United States mail, postage prepaid:

COUNTY OF RIVERSIDE

Riverside County Sheriff's Department
4095 Lemon Street
Riverside, CA 92501
Attn: Purchasing Unit

CONTRACTOR

Liberty Healthcare of California, Inc.
2251 San Diego Ave, Suite B110
San Diego, CA 92110
Attn: President

With a copy to:

Liberty Healthcare Corporation

401 E. City Avenue, Suite 820

Bala Cynwyd, PA 19004-1155

Attn: President

19. Force Majeure

If either party is unable to comply with any provision of this Agreement due to causes beyond its reasonable control, and which could not have been reasonably anticipated, such as acts of God, acts of war, civil disorders, or other similar acts, such party shall not be held liable for such failure to comply.

20. EDD Reporting Requirements

In order to comply with child support enforcement requirements of the State of California, the COUNTY may be required to submit a Report of Independent Contractor(s) form **DE 542** to the Employment Development Department. The CONTRACTOR agrees to furnish the required data and certifications to the COUNTY within ten (10) days of notification of award of Agreement when required by the EDD. This data will be transmitted to governmental agencies charged with the establishment and enforcement of child support orders. Failure of the CONTRACTOR to timely submit the data and/or certificates required may result in the contract being awarded to another contractor. In the event a contract has been issued, failure of the CONTRACTOR to comply with all federal and state reporting requirements for child support enforcement or to comply with all lawfully served Wage and Earnings Assignments Orders and Notices of Assignment shall constitute a material breach of Agreement. If CONTRACTOR has any questions concerning this reporting requirement, please call (916) 657-0529. CONTRACTOR should also contact its local Employment Tax Customer Service Office listed in the telephone directory in the State Government section under "Employment Development Department" or access their Internet site at www.edd.ca.gov.

21. Hold Harmless/Indemnification

21.1 CONTRACTOR shall indemnify and hold harmless COUNTY, its Agencies, Districts, Special Districts and Departments, their respective directors, officers, Board of Supervisors, elected and appointed officials, employees, agents and representatives (individually and collectively hereinafter referred to as "COUNTY

Indemnitees") from any third-party liability, action, claim or damage, including but not limited to property damage, bodily injury, or death or any other injury, arising out of CONTRACTOR's performance under the Agreement, only to the extent such liability, action, claim or damage is caused by the negligent acts or omissions of CONTRACTOR, its officers, employees, subcontractors, agents or representatives. COUNTY shall indemnify and hold harmless CONTRACTOR, its directors, employees, agents and representatives (individually and collectively hereinafter referred to as "CONTRACTOR Indemnitees") from any third-party liability, action, claim or damage whatsoever, including but not limited to property damage, bodily injury, or death or any other injury, only to the extent such liability, action, claim or damage caused by the negligent acts or omissions of COUNTY, its officers, employees, subcontractors, agents.

21.2 Notwithstanding any term in the Agreement to the contrary, CONTRACTOR shall not be obligated to defend, hold harmless, or indemnify COUNTY Indemnities for any claims, damages, or liabilities caused by the actual or alleged negligent acts or omissions or willful conduct of the COUNTY, its employees, agents, subcontractors or representatives and COUNTY shall not be obligated to defend, hold harmless, or indemnify CONTRACTOR Indemnities for any claims, damages, or liabilities caused by the actual or alleged negligence or willful conduct of the CONTRACTOR, its employees, agents, subcontractors or representatives. COUNTY and CONTRACTOR hereby agree to defend themselves from any claim, action or proceeding arising out of the concurrent acts or omissions of COUNTY and CONTRACTOR. In such cases, COUNTY and CONTRACTOR agree to retain their own legal counsel, bear their own defense costs, and waive their right to seek reimbursement of such costs.

21.3 Either party entitled to indemnification under this Section 21 (the "Indemnified Party") shall give written notice to the party required to provide indemnification (the "Indemnifying Party") promptly after the Indemnified Party has actual knowledge of any liability, action, or claim as to which indemnity may be sought; provided that no delay by the Indemnified Party in giving any such notice shall relieve the Indemnifying Party of any indemnification obligation except to the extent that the Indemnifying Party is prejudiced by such delay. Upon the Indemnified Party's written notice, the Indemnifying Party shall defend the Indemnitees at its sole expense including all costs and fees (including, but not limited, to attorney fees, cost of investigation, defense and settlements or awards). The Indemnifying Party shall at their sole cost, have the right to use counsel of their own choice and shall have the right to adjust, settle, or compromise any such action or claim without the prior consent of the Indemnified Party; provided, however, that any such adjustment, settlement or compromise in no manner whatsoever limits or circumscribes CONTRACTOR indemnification to Indemnitees as set forth herein. The Indemnifying Party's obligation hereunder shall be satisfied when Indemnifying Party

has provided to Indemnified Party the appropriate form of dismissal relieving the Indemnified Party from any liability for the action or claim involved.

21.4 *The specified insurance coverage and limits required in this Agreement shall in no way limit, circumscribe, or expand either party's obligations to indemnify and hold harmless the Indemnitees herein from third party claims.*

22. Insurance

22.1 Without limiting or diminishing the CONTRACTOR'S obligation to indemnify or hold the COUNTY harmless, CONTRACTOR shall procure and maintain or cause to be maintained, at its sole cost and expense, the following insurance coverage's during the term of this Agreement. As respects to the insurance section only, the COUNTY herein refers to the County of Riverside, its Agencies, Districts, Special Districts, and Departments, their respective directors, officers, Board of Supervisors, employees, elected or appointed officials, agents, or representatives as Additional Insureds.

A. Workers' Compensation:

If the CONTRACTOR has employees as defined by the State of California, the CONTRACTOR shall maintain statutory Workers' Compensation Insurance (Coverage A) as prescribed by the laws of the State of California. Policy shall include Employers' Liability (Coverage B) including Occupational Disease with limits not less than \$1,000,000 per person per accident. The policy shall be endorsed to waive subrogation in favor of The County of Riverside.

B. Commercial General Liability:

Commercial General Liability insurance coverage, including but not limited to, premises liability, unmodified contractual liability, products and completed operations liability, personal and advertising injury, and cross liability coverage, covering general liability claims which may arise from or out of CONTRACTOR'S performance of its obligations hereunder. Policy shall name the COUNTY as Additional Insured. Policy's limit of liability shall not be less than \$3,000,000 per occurrence combined single limit. If such insurance contains a general aggregate limit, it shall apply separately to this agreement or be no less than two (2) times the occurrence limit.

C. Vehicle Liability:

If vehicles or mobile equipment is used in the performance of the obligations under this Agreement, then CONTRACTOR shall maintain liability insurance for all owned, non-owned, or hired vehicles so used in an amount not less than \$1,000,000 per occurrence combined single limit. If such insurance contains a general aggregate limit, it shall apply separately to this Agreement or be no less than two (2) times the occurrence limit. Policy shall name the COUNTY as Additional Insureds.

D. Professional Liability:

Contractor shall maintain Professional Liability Insurance providing coverage for the Contractor's performance of work included within this Agreement, with a limit of liability of not less than \$2,000,000 per occurrence and \$4,000,000 annual aggregate. If Contractor's Professional Liability Insurance is written on a claims made basis rather than an occurrence basis, such insurance shall continue through the term of this Agreement and CONTRACTOR shall purchase at his sole expense either 1) an Extended Reporting Endorsement (also, known as Tail Coverage); or 2) Prior Dates Coverage from new insurer with a retroactive date back to the date of, or prior to, the inception of this Agreement; or 3) demonstrate through Certificates of Insurance that CONTRACTOR has Maintained continuous coverage with the same or original insurer.

E. General Insurance Provisions – All lines:

1) Any insurance carrier providing insurance coverage hereunder shall be admitted to the State of California and have an A M BEST rating of not less than A: VIII (A:8) unless such requirements are waived, in writing, by the County Risk Manager. If the County's Risk Manager waives a requirement for a particular insurer such waiver is only valid for that specific insurer and only for one policy term.

2) The CONTRACTOR must declare its insurance self-insured retention for each coverage required herein. If any such self-insured retention exceeds \$500,000 per occurrence each such retention shall have the prior written consent of the County Risk Manager before the commencement of operations under this Agreement. Upon notification of self-insured retention unacceptable to the COUNTY, and at the election of the County's Risk Manager, CONTRACTOR'S carriers shall either; 1) reduce or eliminate such self-insured retention as respects this Agreement with the COUNTY, or 2) procure a

bond which guarantees payment of losses and related investigations, claims administration, and defense costs and expenses.

3) CONTRACTOR shall provide or cause CONTRACTOR'S insurance carrier(s) to furnish the County of Riverside with either 1) certified original copies of Endorsements effecting coverage as required herein, and 2) if requested to do so in writing by the County Risk Manager, provide copies of policies including all Endorsements and all attachments thereto, showing such insurance is in full force and effect. Further, CONTRACTOR shall endeavor to provide thirty (30) days written notice shall be given to the County of Riverside prior to any material modification, cancellation, expiration or reduction in coverage of such insurance, in the absence of the 30 days written notice prior to the change, the CONTRACTOR shall notify the COUNTY, in writing, of any material change within 30 days of the change being made. In the event of a material modification, cancellation, expiration, or reduction in coverage, this Agreement shall terminate forthwith, unless the County of Riverside receives, within 15 days of such effective date, another properly executed original Certificate of Insurance and copies of endorsements or certified original policies, including all endorsements and attachments thereto evidencing coverage's set forth herein and the insurance required herein is in full force and effect. CONTRACTOR shall not commence operations until the COUNTY has been furnished a Certificate (s) of Insurance and copies of endorsements and if requested, policies of insurance including all endorsements and any and all other attachments as required in this Section.

4) The CONTRACTOR'S insurance shall be construed as primary insurance, and the COUNTY'S insurance and/or deductibles and/or self-insured retention's or self-insured programs shall not be construed as contributory, but only to the extent only such liability, action, or claim is caused by the negligent acts or omissions of CONTRACTOR and excluding any liability, action or claim caused by or alleged to be caused, in whole or part, by the COUNTY or its employees, officers, or agents.

5) If, during the term of this Agreement or any extension thereof, there is a material change in the scope of services; or, there is a material change in the equipment to be used in the performance of the scope of work; or, the term of this Agreement, including any extensions thereof, exceeds five (5) years; the COUNTY reserves the right to adjust the types of insurance and the monetary limits of

liability required under this Agreement, if in the County Risk Manager's reasonable judgment, the amount or type of insurance carried by the CONTRACTOR has become inadequate.

6) CONTRACTOR shall pass down the insurance obligations contained herein to all tiers of subcontractors working under this Agreement.

7) The insurance requirements contained in this Agreement may be met with a program(s) of self-insurance acceptable to the COUNTY.

8) CONTRACTOR agrees to notify COUNTY of any claim by a third party or any incident or event that may give rise to a claim arising from the performance of this Agreement.

23. General

23.1 CONTRACTOR shall not delegate or assign any interest in this Agreement, whether by operation of law or otherwise, without the prior written consent of COUNTY. Any attempt to delegate or assign any interest herein shall be deemed void and of no force or effect.

23.2 Any waiver by either Party of any breach of any one or more of the terms of this Agreement shall not be construed to be a waiver of any subsequent or other breach of the same or of any other term of this Agreement. Failure on the part of either Party to require exact, full, and complete compliance with any terms of this Agreement shall not be construed as in any manner changing the terms or preventing such Party from enforcement of the terms of this Agreement.

23.3 In the event the CONTRACTOR receives payment under this Agreement, which is later disallowed by COUNTY for nonconformance with the terms of the Agreement, the CONTRACTOR shall promptly refund the disallowed amount to the COUNTY on request; or at its option the COUNTY may offset the amount disallowed from any payment due to the CONTRACTOR.

23.4 CONTRACTOR shall not provide partial delivery or shipment of services or products unless specifically stated in the Agreement.

23.5 CONTRACTOR shall not provide any services or products subject to any chattel mortgage or under a conditional sales contract or other agreement by which an interest is retained by a third party. The CONTRACTOR warrants that it has good title to all materials or products used by CONTRACTOR or provided to COUNTY pursuant to this Agreement, free from all liens, claims, or encumbrances.

23.6 Nothing in this Agreement shall prohibit the COUNTY from acquiring the same type or equivalent equipment, products, materials or services from other sources, when deemed by the COUNTY to be in its best interest. The COUNTY reserves the right to purchase more or less than the quantities specified in this Agreement.

23.7 The COUNTY agrees to cooperate with the CONTRACTOR in the CONTRACTOR's performance under this Agreement, including, if stated in the Agreement, providing the CONTRACTOR with reasonable facilities and timely access to COUNTY data, information, and personnel.

23.8 CONTRACTOR shall comply with all applicable Federal, State and local laws and regulations. CONTRACTOR will comply with all applicable COUNTY policies and procedures. In the event that there is a conflict between the various laws or regulations that may apply, the CONTRACTOR shall comply with the more restrictive law or regulation.

23.9 CONTRACTOR shall comply with all air pollution control, water pollution, safety and health ordinances, statutes, or regulations, which apply to performance under this Agreement.

23.10 CONTRACTOR shall comply with all requirements of the Occupational Safety and Health Administration (OSHA) standards and codes as set forth by the U.S. Department of Labor and the State of California (Cal/OSHA).

23.11 This Agreement shall be governed by the laws of the State of California. Any legal action related to the performance or interpretation of this Agreement shall be filed only in the Superior Court of the State of California located in Riverside, California, and the parties waive any provision of law providing for a change of venue to another location. In the event any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way.

23.12 This Agreement, including any attachments or exhibits, constitutes the entire agreement of the parties with respect to its subject matter and supersedes all prior and contemporaneous representations, proposals, discussions and communications, whether oral or in writing, including but not limited to Amendment 4 of the January 1, 2018 Contract between the Parties. This Agreement may be changed or modified only by a written amendment signed by authorized representatives of both parties.

23.13 This Agreement may be executed in any number of counterparts, each of which will be an original, but all of which together will constitute one instrument. Each party to this Agreement agrees to the use of electronic signatures, such as digital signatures that meet the requirements of the California Uniform Electronic Transactions Act (“CUETA”) (Cal. Civ. Code §§ 1633.1 to 1633.17), for executing this Agreement. The parties further agree that the electronic signatures of the parties included in this Agreement are intended to authenticate this writing and to have the same force and effect as manual signatures. Electronic signature means an electronic sound, symbol, or process attached to or logically associated with an electronic record and executed or adopted by a person with the intent to sign the electronic record pursuant to the CUETA as amended from time to time. The CUETA authorizes use of an electronic signature for transactions and contracts among parties in California, including a government agency. Digital signature means an electronic identifier, created by computer, intended by the party using it to have the same force and effect as the use of a manual signature, and shall be reasonably relied upon by the parties. For purposes of this section, a digital signature is a type of “electronic signature” as defined in subdivision (i) of Section 1633.2 of the Civil Code.

[Signature Page Follows]

IN WITNESS WHEREOF, the Parties hereto have caused their duly authorized representatives to execute this Agreement.

COUNTY OF RIVERSIDE, a political subdivision of the State of California

LIBERTY HEALTHCARE OF CALIFORNIA, INC., a California corporation

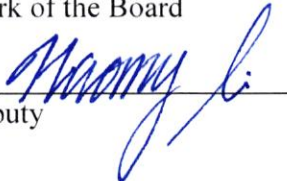
By: 
Chuck Washington, Chair
Board of Supervisors

By: Francis Ysla
Francis Ysla (Jul 18, 2024 12:24 PDT)
Name: Francis Ysla, MD
Title: President


Dated: 8/27/2024

Dated: 07/18/2024

ATTEST:
Kimberly A. Rector
Clerk of the Board

By: 
Deputy

APPROVED AS TO FORM:
Minh C. Tran
County Counsel

By: 
Kristine Bell-Valdez
Supervising Deputy County Counsel

AUG 27 2024 3.66

**EXHIBIT A
SCOPE OF SERVICE**

1.0 Background

1.1 The State of California, Department of State Hospitals (hereinafter "DSH") is responsible for returning to competency individuals charged with a felony who have been determined to be incompetent to stand trial by the California Courts. DSH has insufficient number of beds within the state hospitals which have resulted in lengthy waiting lists of inmates in Riverside County jails and DSH has determined that CONTRACTOR shall assist it in restoring such individuals to competency.

1.2 DSH has determined that a program to restore individuals to competency using clinical treatment provided by CONTRACTOR ("Program"), and the COUNTY's facilities, personnel, and other goods and services would reduce the number of County inmates waiting for treatment at a state facility and restore the individuals to competency at a COUNTY jail in a timelier manner.

1.3 The COUNTY has agreed to provide the CONTRACTOR access to portions of its Robert Presley Detention Center (hereinafter "Jail"), together with other goods and services, to allow the CONTRACTOR to provide the clinical programming that may restore competency for inmates incarcerated by the Riverside County Sheriff's Department (hereinafter "inmates") found incompetent to stand trial by the Riverside County Superior Court.

2.0 Duties of the COUNTY

2.1 To provide up to a maximum of thirty-six (36) beds at the Jail for Riverside County inmates who are ordered into the Program. When possible, those beds will be located in the Mental Health Sheltered Housing Unit (i.e., Housing Units 5A, 5B, 6B), but when necessary due to classification issues, some inmates will require treatment in other units, such as female and protective custody housing units. The COUNTY deputies assigned to the Sheltered Housing area will generally receive enhanced mentally ill offender or crisis intervention training, as provided by the COUNTY.

2.2 To provide three (3) deputies to provide security for CONTRACTOR staff while delivering competency restoration services in inmate housing units or program rooms according to CONTRACTOR's schedule; this is understood to be approximately forty (40) hours per week, except typical County/State holidays as approved annually by County Ordinance 358.8 and listed in Exhibit C, Holiday Schedule.

2.3 To provide training for CONTRACTOR staff in all relevant security and jail policies of the Sheriff's Department so that CONTRACTOR staff may function consistently with those policies.

2.4 To provide all necessary transportation for the inmates participating in the Program.

2.5 To provide full access to and full utilization by CONTRACTOR staff of the Jail's correctional electronic health records system ("TechCare") during the term of this Agreement, and for two (2) years thereafter, as well as access as required by the State of California or any other governmental or judicial entity, to all medical information of all individuals who have participated in the Program, to the extent authorized by law; provided, however, that CONTRACTOR staff's access and utilization of TechCare shall be limited to only the medical and mental health records of prospective Patient Inmates before admission in to the JBCT Program and those Patient Inmates participating in the Program.

2.6 To provide a jail staff representative to attend Program meetings conducted at the Jail with CONTRACTOR Program staff.

2.7 To notify CONTRACTOR in advance of any inspections or reviews by any appropriate inspecting or reviewing entities.

2.8 To provide CONTRACTOR staff office space, desks, chairs, file cabinets, conference room and furnishings, telephones, phone and Internet access, and all utilities necessary for the performance of this Agreement.

2.9 To provide CONTRACTOR with a designated COUNTY contact person and an additional back-up person that CONTRACTOR can reach twenty-four (24) hours per day seven (7) days per week for emergencies and other important occurrences or communications. The COUNTY will provide individuals who have the authority to act immediately when safety requires immediate action.

2.10 To comply with all federal and state laws pertaining to the administration of the jails and keeping of inmates. COUNTY shall provide the inmates participating in the Program with all items, services, and supplies which are supplied to all inmates at the Jail of equal security and classification levels. CONTRACTOR will not be charged with, billed for, or otherwise expected to provide inmates with the items the Sheriff is required to provide.

2.11 To provide and dispense psychotropic medications, through existing delivery system, as prescribed by CONTRACTOR personnel. COUNTY to allow CONTRACTOR to dispense and administer involuntary psychotropic medication when acting under court order.

3.0 Duties of CONTRACTOR:

3.1 To provide six (6) licensed clinical personnel, who will each work approximately forty (40) hours per week during regular business hours, excluding County/State holidays, which will provide restoration to competency services for the inmates placed in the Program, consistent with COUNTY's contract with DSH as it relates to said services ("DSH Agreement# 17-78013-000").

- 3.2 CONTRACTOR staff shall comply with all standards for California Code of Regulations, Title 15 Crime Prevention and Corrections, and correctional community standards for mental healthcare as per the National Commission on Correctional Healthcare (NCCHC) standards.
- 3.3 To adhere to all the rules, policies, and regulations of the Jail.
- 3.4 CONTRACTOR will demonstrate compliance with all medical and mental health information confidentiality requirements, including, not limited to the Health Insurance Portability and Accountability Act of 1996 (HIPAA), the Health Information Technology for Economic and Clinical Health Act, as incorporated in the American Recovery and Reinvestment Act of 2009, and the California Welfare and Institutions Code section 5328.
- 3.5 CONTRACTOR shall also abide by state and federal breach reporting and notification requirements if a breach of unsecured protected health information occurs.
- 3.6 To appoint an individual who will be available twenty-four (24) hours per day, seven (7) days per week, as a liaison to communicate with COUNTY on matters relating to this Agreement.
- 3.7 To provide treatment services consisting of mental illness management, to prescribe psychotropic medications from the COUNTY formulary, competency restoration, physical stimulation, mental social stimulation, and other components of the treatment program in compliance with applicable state law and regulations.
- 3.8 To provide quality control indicators from program data, which will be reported to the COUNTY during program meetings with CONTRACTOR program staff.
- 3.9 To submit significant changes in policies and procedures at Program meetings for review by appropriate Jail personnel.
- 3.10 Shall comply with applicable state law and the DSH Agreement # 17-78013-000.
- 3.11 CONTRACTOR shall ensure that it has all necessary licenses, permits and/or certifications required by Federal, State, County, and municipal laws, ordinances, rules and regulations (including but not limited to California Code of Regulations, Title 15 and correctional community standards for mental healthcare as per National Commission on Correctional Health Care (NCCHC), Institute for Medical Quality (IMQ), and Association of Community Human Service Agencies (ACHSA) guidelines). CONTRACTOR shall maintain these licenses, permits, and/or certifications in effect for the duration of this Agreement. CONTRACTOR shall notify COUNTY immediately of loss or suspension of any such licenses, permits, and/or certifications. Failure to maintain required license, permits, and/or certifications may result in immediate termination of this Agreement.
- 3.12 CONTRACTOR shall fully cooperate with the COUNTY in monitoring CONTRACTOR staffs use and utilization of TechCare. CONTRACTOR staffs use and utilization of TechCare and

the information obtained from TechCare shall be subject to the terms and conditions of this Agreement and the oversight of the COUNTY. CONTRACTOR acknowledges and agrees that COUNTY, at its sole and absolute discretion, may take away CONTRACTOR staff's access to TechCare at any time.

3.13 CONTRACTOR to dispense and administer involuntary psychotropic medications when acting under court order; non-involuntary psychotropic medications will continue to be COUNTY's responsibility for which they will provide and dispense psychotropic medications through the existing delivery system as prescribed by CONTRACTOR personnel.

4.0 Background Checks and Security Requirements for CONTRACTOR Staff

4.1 CONTRACTOR's staff having access to any Sheriff's Department facility must receive, and maintain, an approved security clearance to be conducted free of charge by the Sheriff's Department.

4.2 CONTRACTOR will only be notified of the final security determination of its staff. Specific details shall remain confidential and will not be provided.

4.3 CONTRACTOR shall provide a list of individuals who would render services as staff. These individuals may not be changed without the written permission of the Sheriff.

4.4 CONTRACTOR shall submit to the Sheriff, or to his designee, a current roster including all staff who are required to enter COUNTY facilities to perform services under this Agreement. The roster shall be kept current and up to date by CONTRACTOR as required.

4.5 All staff on the roster shall possess photo identification and shall meet the Sheriff's Department's requirements for admission into any Sheriff's Department detention facility.

4.6 The Sheriff, or his designee, if required will arrange for photo identification cards for CONTRACTOR's staff, which must be presented when requesting access to any Sheriff's Department facility. If a photo identification card is issued, this shall be surrendered when staff is removed from said roster and/or when the Agreement ends, whichever occurs sooner.

4.7 CONTRACTOR's staff shall also be required to continuously safeguard their duty-related items and submit for inspection their item inventory upon entry or exit from any Sheriff's Department detention facility.

4.8 CONTRACTOR's staff will attend a Facility Security Training/Orientation at no cost to CONTRACTOR prior to admission into secured facilities. This orientation will include Prison Rape Elimination Act (PREA) training.

4.9 The Sheriff, or his designee, shall have the over-all authority for denying facility access with proper notice supporting security pass denial, or, if previously issued, removal.

4.10 CONTRACTOR staff shall be required to safeguard all duty-related items and test equipment in their possession.

4.11 CONTRACTOR shall immediately notify the Sheriff's Department regarding any staff reassignment, discharge, or termination of employment, in order that they may be removed from the facility access roster. CONTRACTOR notification regarding any such action shall be submitted verbally (within 24 hours), followed by written notification (within 5 days).

4.12 The Sheriff, or his designee, may at his/her sole discretion upon written notification direct CONTRACTOR to replace any person providing services deemed careless, incompetent, insubordinate, or otherwise objectionable, or whose continued employment is deemed a security risk or contrary to the best interest of the COUNTY or the Sheriff's Department.

4.13 CONTRACTOR shall immediately remove the employee from his/her post or assignment, collect and return any County-issued identification and/or badge to the Sheriff, or his designee, and immediately initiate action to replace the employee in a timely manner.

4.14 Any violations of the above procedures may result in loss of CONTRACTOR staff's security clearance.

EXHIBIT B
PAYMENT PROVISIONS

- A. County shall pay Liberty Healthcare of California, Inc., ("Liberty") one hundred sixty-one thousand four hundred and ten dollars (\$161,410) per month including all expenses for services rendered for a maximum of twenty-five (25) beds pursuant to this Agreement regardless of actual census. Commencing June 01, 2024, or an earlier date as agreed to in writing by Contractor and County, the maximum number of beds shall be increased to thirty-six (36) and County shall pay Liberty Healthcare of California, Inc. two hundred twenty-nine thousand nine hundred and eleven dollars (\$229,911.00) per month regardless of actual census including all expenses for services rendered. In addition to the fixed monthly payment, County shall reimburse Liberty for Psychiatrist PRN services at the rate of **\$384.34** per hour, which shall not exceed **\$172,952.00** annually.

**EXHIBIT C
HOLIDAY SCHEDULE**

HOLIDAY	DAY OBSERVED
* New Year's Day	January 1
Martin Luther King Jr's Birthday	Third Monday in January
Lincoln's Birthday	Second Tuesday in February
Washington's Birthday	Third Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	First Monday in September
Columbus Day	Second Monday in October
Veterans' Day	November 12
*Thanksgiving Day	Fourth Thursday in November
* Following Thanksgiving	Friday following the fourth Thursday in November
*Christmas Day	December 25

*** Note:**

- Thanksgiving Day, which shall be the fourth Thursday in November unless otherwise appointed.
- Friday following Thanksgiving Day.
- December 24 and 31 when they fall on Friday.
- December 26 and January 2 when they fall on Monday.
- Friday proceeding January 1, February 12, July 4, November 11, or December 25, when such date falls on Saturday, the Monday following such date when such date falls on a Sunday.
- County observed holidays may be revised, CONTRACTOR will be notified within thirty (30) of any such changes.

Attachment I

HIPAA Business Associate Agreement
Addendum to Contract

Between the County of Riverside and Liberty Healthcare of California, Inc.

This HIPAA Business Associate Agreement (the "Addendum") supplements and is made part of the Underlying Agreement between the County of Riverside ("County") and Contractor and shall be effective as of the date the Underlying Agreement approved by both Parties (the "Effective Date").

RECITALS

WHEREAS, County and Contractor entered into the Underlying Agreement pursuant to which the Contractor provides services to County, and in conjunction with the provision of such services certain protected health information ("PHI") and/or certain electronic protected health information ("ePHI") may be created by or made available to Contractor for the purposes of carrying out its obligations under the Underlying Agreement; and,

WHEREAS, the provisions of the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), Public Law 104-191 enacted August 21, 1996, and the Health Information Technology for Economic and Clinical Health Act ("HITECH") of the American Recovery and Reinvestment Act of 2009, Public Law 111-5 enacted February 17, 2009, and the laws and regulations promulgated subsequent thereto, as may be amended from time to time, are applicable to the protection of any use or disclosure of PHI and/or ePHI pursuant to the Underlying Agreement; and,

WHEREAS, County is a covered entity, as defined in the Privacy Rule; and,

WHEREAS, to the extent County discloses PHI and/or ePHI to Contractor or Contractor creates, receives, maintains, transmits, or has access to PHI and/or ePHI of County, Contractor is a business associate, as defined in the Privacy Rule; and,

WHEREAS, pursuant to 42 USC §17931 and §17934, certain provisions of the Security Rule and Privacy Rule apply to a business associate of a covered entity in the same manner that they apply to the covered entity, the additional security and privacy requirements of HITECH are applicable to business associates and must be incorporated into the business associate agreement, and a business associate is liable for civil and criminal penalties for failure to comply with these security and/or privacy provisions; and,

WHEREAS, the parties mutually agree that any use or disclosure of PHI and/or ePHI must be in compliance with the Privacy Rule, Security Rule, HIPAA, HITECH and any other applicable law; and,

WHEREAS, the parties intend to enter into this Addendum to address the requirements and obligations set forth in the Privacy Rule, Security Rule, HITECH and HIPAA as they apply to Contractor as a business associate of County, including the establishment of permitted and required uses and disclosures of PHI and/or ePHI created or received by Contractor during the course of performing functions, services and activities on behalf of County, and appropriate limitations and conditions on such uses and disclosures;

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

1. **Definitions.** Terms used, but not otherwise defined, in this Addendum shall have the same meaning as those terms in HITECH, HIPAA, Security Rule and/or Privacy Rule, as may be amended from time to time.

A. "Breach" when used in connection with PHI means the acquisition, access, use or disclosure of PHI in a manner not

permitted under subpart E of the Privacy Rule which compromises the security or privacy of the PHI, and shall have the meaning given such term in 45 CFR §164.402.

- (1) Except as provided below in Paragraph (2) of this definition, acquisition, access, use, or disclosure of PHI in a manner not permitted by subpart E of the Privacy Rule is presumed to be a breach unless Contractor demonstrates that there is a low probability that the PHI has been compromised based on a risk assessment of at least the following four factors:
- (a) The nature and extent of the PHI involved, including the types of identifiers and the likelihood of re-identification;
 - (b) The unauthorized person who used the PHI or to whom the disclosure was made;
 - (c) Whether the PHI was actually acquired or viewed; and
 - (d) The extent to which the risk to the PHI has been mitigated.
- (2) Breach excludes:
- (a) Any unintentional acquisition, access or use of PHI by a workforce member or person acting under the authority of a covered entity or business associate, if such acquisition, access or use was made in good faith and within the scope of authority and does not result in further use or disclosure in a manner not permitted under subpart E of the Privacy Rule.
 - (b) Any inadvertent disclosure by a person who is authorized to access PHI at a covered entity or business associate to another person authorized to access PHI at the same covered entity, business associate, or organized health care arrangement in which County participates, and the information received as a result of such disclosure is not further used or disclosed in a manner not permitted by subpart E of the Privacy Rule.
 - (c) A disclosure of PHI where a covered entity or business associate has a good faith belief that an unauthorized person to whom the disclosure was made would not reasonably have been able to retain such information.
- B. "Business associate" has the meaning given such term in 45 CFR §164.501, including but not limited to a subcontractor that creates, receives, maintains, transmits or accesses PHI on behalf of the business associate.
- C. "Data aggregation" has the meaning given such term in 45 CFR §164.501.
- D. "Designated record set" as defined in 45 CFR §164.501 means a group of records maintained by or for a covered entity that may include: the medical records and billing records about individuals maintained by or for a covered health care provider; the enrollment, payment, claims adjudication, and case or medical management record systems maintained by or for a health plan; or, used, in whole or in part, by or for the covered entity to make decisions about individuals.
- E. "Electronic protected health information" ("ePHI") as defined in 45 CFR §160.103 means protected health information transmitted by or maintained in electronic media.
- F. "Electronic health record" means an electronic record of health-related information on an individual that is created, gathered, managed, and consulted by authorized health care clinicians and staff, and shall have the meaning given such term in 42 USC §17921(5).
- G. "Health care operations" has the meaning given such term in 45 CFR §164.501.

- H. "Individual" as defined in 45 CFR §160.103 means the person who is the subject of protected health information.
- I. "Person" as defined in 45 CFR §160.103 means a natural person, trust or estate, partnership, corporation, professional association or corporation, or other entity, public or private.
- J. "Privacy Rule" means the HIPAA regulations codified at 45 CFR Parts 160 and 164, Subparts A and E.
- K. "Protected health information" ("PHI") has the meaning given such term in 45 CFR §160.103, which includes ePHI.
- L. "Required by law" has the meaning given such term in 45 CFR §164.103.
- M. "Secretary" means the Secretary of the U.S. Department of Health and Human Services ("HHS").
- N. "Security incident" as defined in 45 CFR §164.304 means the attempted or successful unauthorized access, use, disclosure, modification, or destruction of information or interference with system operations in an information system.
- O. "Security Rule" means the HIPAA Regulations codified at 45 CFR Parts 160 and 164, Subparts A and C.
- P. "Subcontractor" as defined in 45 CFR §160.103 means a person to whom a business associate delegates a function, activity, or service, other than in the capacity of a member of the workforce of such business associate.
- Q. "Unsecured protected health information" and "unsecured PHI" as defined in 45 CFR §164.402 means PHI not rendered unusable, unreadable, or indecipherable to unauthorized persons through use of a technology or methodology specified by the Secretary in the guidance issued under 42 USC §17932(h)(2).

2. **Scope of Use and Disclosure by Contractor of County's PHI and/or ePHI.**

- A. Except as otherwise provided in this Addendum, Contractor may use, disclose, or access PHI and/or ePHI as necessary to perform any and all obligations of Contractor under the Underlying Agreement or to perform functions, activities or services for, or on behalf of, County as specified in this Addendum, if such use or disclosure does not violate HIPAA, HITECH, the Privacy Rule and/or Security Rule.
- B. Unless otherwise limited herein, in addition to any other uses and/or disclosures permitted or authorized by this Addendum or required by law, in accordance with 45 CFR §164.504(e)(2), Contractor may:
 - 1) Use PHI and/or ePHI if necessary for Contractor's proper management and administration and to carry out its legal responsibilities; and,
 - 2) Disclose PHI and/or ePHI for the purpose of Contractor's proper management and administration or to carry out its legal responsibilities, only if:
 - a) The disclosure is required by law; or,
 - b) Contractor obtains reasonable assurances, in writing, from the person to whom Contractor will disclose such PHI and/or ePHI that the person will:
 - i. Hold such PHI and/or ePHI in confidence and use or further disclose it only for the purpose for which Contractor disclosed it to the person, or as required by law; and,

- ii. Notify County of any instances of which it becomes aware in which the confidentiality of the information has been breached; and,
 - 3) Use PHI to provide data aggregation services relating to the health care operations of County pursuant to the Underlying Agreement or as requested by County; and,
 - 4) De-identify all PHI and/or ePHI of County received by Contractor under this Addendum provided that the de-identification conforms to the requirements of the Privacy Rule and/or Security Rule and does not preclude timely payment and/or claims processing and receipt.
- C. Notwithstanding the foregoing, in any instance where applicable state and/or federal laws and/or regulations are more stringent in their requirements than the provisions of HIPAA, including, but not limited to, prohibiting disclosure of mental health and/or substance abuse records, the applicable state and/or federal laws and/or regulations shall control the disclosure of records.
3. **Prohibited Uses and Disclosures.**
- A. Contractor may neither use, disclose, nor access PHI and/or ePHI in a manner not authorized by the Underlying Agreement or this Addendum without patient authorization or de-identification of the PHI and/or ePHI and as authorized in writing from County.
 - B. Contractor may neither use, disclose, nor access PHI and/or ePHI it receives from County or from another business associate of County, except as permitted or required by this Addendum, or as required by law.
 - C. Contractor agrees not to make any disclosure of PHI and/or ePHI that County would be prohibited from making.
 - D. Contractor shall not use or disclose PHI for any purpose prohibited by the Privacy Rule, Security Rule, HIPAA and/or HITECH, including, but not limited to 42 USC §17935 and §17936. Contractor agrees:
 - 1) Not to use or disclose PHI for fundraising , unless pursuant to the Underlying Agreement and only if permitted by and in compliance with the requirements of 45 CFR §164.514(f) or 45 CFR §164.508;
 - 2) Not to use or disclose PHI for marketing, as defined in 45 CFR §164.501, unless pursuant to the Underlying Agreement and only if permitted by and in compliance with the requirements of 45 CFR §164.508(a)(3);
 - 3) Not to disclose PHI, except as otherwise required by law, to a health plan for purposes of carrying out payment or health care operations, if the individual has requested this restriction pursuant to 42 USC §17935(a) and 45 CFR §164.522, and has paid out of pocket in full for the health care item or service to which the PHI solely relates; and,
 - 4) Not to receive, directly or indirectly, remuneration in exchange for PHI, or engage in any act that would constitute a sale of PHI, as defined in 45 CFR §164.502(a)(5)(ii), unless permitted by the Underlying Agreement and in compliance with the requirements of a valid authorization under 45 CFR §164.508(a)(4). This prohibition shall not apply to payment by County to Contractor for services provided pursuant to the Underlying Agreement.

4. **Obligations of County.**

- A. County agrees to make its best efforts to notify Contractor promptly in writing of any restrictions on the use or disclosure of PHI and/or ePHI agreed to by County that may affect Contractor's ability to perform its obligations under the Underlying Agreement, or this Addendum.
- B. County agrees to make its best efforts to promptly notify Contractor in writing of any changes in, or revocation of, permission by any individual to use or disclose PHI and/or ePHI, if such changes or revocation may affect Contractor's ability to perform its obligations under the Underlying Agreement, or this Addendum.
- C. County agrees to make its best efforts to promptly notify Contractor in writing of any known limitation(s) in its notice of privacy practices to the extent that such limitation may affect Contractor's use or disclosure of PHI and/or ePHI.
- D. County agrees not to request Contractor to use or disclose PHI and/or ePHI in any manner that would not be permissible under HITECH, HIPAA, the Privacy Rule, and/or Security Rule.
- E. County agrees to obtain any authorizations necessary for the use or disclosure of PHI and/or ePHI, so that Contractor can perform its obligations under this Addendum and/or Underlying Agreement.

5. **Obligations of Contractor.** In connection with the use or disclosure of PHI and/or ePHI, Contractor agrees to:

- A. Use or disclose PHI only if such use or disclosure complies with each applicable requirement of 45 CFR §164.504(e). Contractor shall also comply with the additional privacy requirements that are applicable to covered entities in HITECH, as may be amended from time to time.
- B. Not use or further disclose PHI and/or ePHI other than as permitted or required by this Addendum or as required by law. Contractor shall promptly notify County if Contractor is required by law to disclose PHI and/or ePHI.
- C. Use appropriate safeguards and comply, where applicable, with the Security Rule with respect to ePHI, to prevent use or disclosure of PHI and/or ePHI other than as provided for by this Addendum.
- D. Mitigate, to the extent practicable, any harmful effect that is known to Contractor of a use or disclosure of PHI and/or ePHI by Contractor in violation of this Addendum.
- E. Report to County any use or disclosure of PHI and/or ePHI not provided for by this Addendum or otherwise in violation of HITECH, HIPAA, the Privacy Rule, and/or Security Rule of which Contractor becomes aware, including breaches of unsecured PHI as required by 45 CFR §164.410.
- F. In accordance with 45 CFR §164.502(e)(1)(ii), require that any subcontractors that create, receive, maintain, transmit or access PHI on behalf of the Contractor agree through contract to the same restrictions and conditions that apply to Contractor with respect to such PHI and/or ePHI, including the restrictions and conditions pursuant to this Addendum.
- G. Make available to County or the Secretary, in the time and manner designated by County or Secretary, Contractor's internal practices, books and records relating to the use, disclosure and privacy protection of PHI received from County, or created or received by Contractor on behalf of County, for purposes of determining, investigating or auditing Contractor's and/or County's compliance with the Privacy Rule.

- H. Request, use or disclose only the minimum amount of PHI necessary to accomplish the intended purpose of the request, use or disclosure in accordance with 42 USC §17935(b) and 45 CFR §164.502(b)(1).
 - I. Comply with requirements of satisfactory assurances under 45 CFR §164.512 relating to notice or qualified protective order in response to a third party's subpoena, discovery request, or other lawful process for the disclosure of PHI, which Contractor shall promptly notify County upon Contractor's receipt of such request from a third party.
 - J. Not require an individual to provide patient authorization for use or disclosure of PHI as a condition for treatment, payment, enrollment in any health plan (including the health plan administered by County), or eligibility of benefits, unless otherwise excepted under 45 CFR §164.508(b)(4) and authorized in writing by County.
 - K. Use appropriate administrative, technical and physical safeguards to prevent inappropriate use, disclosure, or access of PHI and/or ePHI.
 - L. Obtain and maintain knowledge of applicable laws and regulations related to HIPAA and HITECH, as may be amended from time to time.
 - M. Comply with the requirements of the Privacy Rule that apply to the County to the extent Contractor is to carry out County's obligations under the Privacy Rule.
 - N. Take reasonable steps to cure or end any pattern of activity or practice of its subcontractor of which Contractor becomes aware that constitute a material breach or violation of the subcontractor's obligations under the business associate contract with Contractor, and if such steps are unsuccessful, Contractor agrees to terminate its contract with the subcontractor if feasible.
6. **Access to PHI, Amendment and Disclosure Accounting.** Contractor agrees to:
- A. **Access to PHI, including ePHI.** Provide access to PHI, including ePHI if maintained electronically, in a designated record set to County or an individual as directed by County, within five (5) days of request from County, to satisfy the requirements of 45 CFR §164.524.
 - B. **Amendment of PHI.** Make PHI available for amendment and incorporate amendments to PHI in a designated record set County directs or agrees to at the request of an individual, within fifteen (15) days of receiving a written request from County, in accordance with 45 CFR §164.526.
 - C. **Accounting of disclosures of PHI and electronic health record.** Assist County to fulfill its obligations to provide accounting of disclosures of PHI under 45 CFR §164.528 and, where applicable, electronic health records under 42 USC §17935(c) if Contractor uses or maintains electronic health records. Contractor shall:
 - 1) Document such disclosures of PHI and/or electronic health records, and information related to such disclosures, as would be required for County to respond to a request by an individual for an accounting of disclosures of PHI and/or electronic health record in accordance with 45 CFR §164.528.
 - 2) Within fifteen (15) days of receiving a written request from County, provide to County or any individual as directed by County information collected in accordance with this section to permit County to respond to a request by an individual for an accounting of disclosures of PHI and/or electronic health record.

- 3) Make available for County information required by this Section 6.C for six (6) years preceding the individual's request for accounting of disclosures of PHI, and for three (3) years preceding the individual's request for accounting of disclosures of electronic health record.
7. **Security of ePHI.** In the event County discloses ePHI to Contractor or Contractor needs to create, receive, maintain, transmit or have access to County ePHI, in accordance with 42 USC §17931 and 45 CFR §164.314(a)(2)(i), and §164.306, Contractor shall:
 - A. Comply with the applicable requirements of the Security Rule, and implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of ePHI that Contractor creates, receives, maintains, or transmits on behalf of County in accordance with 45 CFR §164.308, §164.310, and §164.312;
 - B. Comply with each of the requirements of 45 CFR §164.316 relating to the implementation of policies, procedures and documentation requirements with respect to ePHI;
 - C. Protect against any reasonably anticipated threats or hazards to the security or integrity of ePHI;
 - D. Protect against any reasonably anticipated uses or disclosures of ePHI that are not permitted or required under the Privacy Rule;
 - E. Ensure compliance with the Security Rule by Contractor's workforce;
 - F. In accordance with 45 CFR §164.308(b)(2), require that any subcontractors that create, receive, maintain, transmit, or access ePHI on behalf of Contractor agree through contract to the same restrictions and requirements contained in this Addendum and comply with the applicable requirements of the Security Rule;
 - G. Report to County any security incident of which Contractor becomes aware, including breaches of unsecured PHI as required by 45 CFR §164.410; and,
 - H. Comply with any additional security requirements that are applicable to covered entities in Title 42 (Public Health and Welfare) of the United States Code, as may be amended from time to time, including but not limited to HITECH.
 8. **Breach of Unsecured PHI.** In the case of breach of unsecured PHI, Contractor shall comply with the applicable provisions of 42 USC §17932 and 45 CFR Part 164, Subpart D, including but not limited to 45 CFR §164.410.
 - A. **Discovery and notification.** Following the discovery of a breach of unsecured PHI, Contractor shall notify County in writing of such breach without unreasonable delay and in no case later than 60 calendar days after discovery of a breach, except as provided in 45 CFR §164.412.
 - 1) **Breaches treated as discovered.** A breach is treated as discovered by Contractor as of the first day on which such breach is known to Contractor or, by exercising reasonable diligence, would have been known to Contractor, which includes any person, other than the person committing the breach, who is an employee, officer, or other agent of Contractor (determined in accordance with the federal common law of agency).

- 2) **Content of notification.** The written notification to County relating to breach of unsecured PHI shall include, to the extent possible, the following information if known (or can be reasonably obtained) by Contractor:
- a) The identification of each individual whose unsecured PHI has been, or is reasonably believed by Contractor to have been accessed, acquired, used or disclosed during the breach;
 - b) A brief description of what happened, including the date of the breach and the date of the discovery of the breach, if known;
 - c) A description of the types of unsecured PHI involved in the breach, such as whether full name, social security number, date of birth, home address, account number, diagnosis, disability code, or other types of information were involved;
 - d) Any steps individuals should take to protect themselves from potential harm resulting from the breach;
 - e) A brief description of what Contractor is doing to investigate the breach, to mitigate harm to individuals, and to protect against any further breaches; and,
 - f) Contact procedures for individuals to ask questions or learn additional information, which shall include a toll-free telephone number, an e-mail address, web site, or postal address.
- B. **Cooperation.** With respect to any breach of unsecured PHI reported by Contractor, Contractor shall cooperate with County and shall provide County with any information requested by County to enable County to fulfill in a timely manner its own reporting and notification obligations, including but not limited to providing notice to individuals, prominent media outlets and the Secretary in accordance with 42 USC §17932 and 45 CFR §164.404, §164.406 and §164.408.
- C. **Breach log.** To the extent breach of unsecured PHI involves less than 500 individuals, Contractor shall maintain a log or other documentation of such breaches and provide such log or other documentation on an annual basis to County not later than fifteen (15) days after the end of each calendar year for submission to the Secretary.
- D. **Delay of notification authorized by law enforcement.** If Contractor delays notification of breach of unsecured PHI pursuant to a law enforcement official's statement that required notification, notice or posting would impede a criminal investigation or cause damage to national security, Contractor shall maintain documentation sufficient to demonstrate its compliance with the requirements of 45 CFR §164.412.
- E. **Payment of costs.** With respect to any breach of unsecured PHI caused solely by the Contractor's failure to comply with one or more of its obligations under this Addendum and/or the provisions of HITECH, HIPAA, the Privacy Rule or the Security Rule, Contractor agrees to pay any and all costs associated with providing all legally required notifications to individuals, media outlets, and the Secretary. This provision shall not be construed to limit or diminish Contractor's obligations to indemnify, defend and hold harmless County under Section 9 of this Addendum.
- F. **Documentation.** Pursuant to 45 CFR §164.414(b), in the event Contractor's use or disclosure of PHI and/or ePHI violates the Privacy Rule, Contractor shall maintain documentation sufficient to demonstrate that all notifications were made by Contractor as required by 45 CFR Part 164, Subpart D, or that such use or

disclosure did not constitute a breach, including Contractor's completed risk assessment and investigation documentation.

- G. **Additional State Reporting Requirements.** The parties agree that this Section 8.G applies only if and/or when County, in its capacity as a licensed clinic, health facility, home health agency, or hospice, is required to report unlawful or unauthorized access, use, or disclosure of medical information under the more stringent requirements of California Health & Safety Code §1280.15. For purposes of this Section 8.G, "unauthorized" has the meaning given such term in California Health & Safety Code §1280.15(j)(2).
- 1) Contractor agrees to assist County to fulfill its reporting obligations to affected patients and to the California Department of Public Health ("CDPH") in a timely manner under the California Health & Safety Code §1280.15.
 - 2) Contractor agrees to report to County any unlawful or unauthorized access, use, or disclosure of patient's medical information without unreasonable delay and no later than two (2) business days after Contractor detects such incident. Contractor further agrees such report shall be made in writing, and shall include substantially the same types of information listed above in Section 8.A.2 (Content of Notification) as applicable to the unlawful or unauthorized access, use, or disclosure as defined above in this section, understanding and acknowledging that the term "breach" as used in Section 8.A.2 does not apply to California Health & Safety Code §1280.15.

9. **Hold Harmless/Indemnification.**

- A. Contractor agrees to indemnify and hold harmless County, all Agencies, Districts, Special Districts and Departments of County, their respective directors, officers, Board of Supervisors, elected and appointed officials, employees, agents and representatives from any liability whatsoever, based or asserted upon any services of Contractor, its officers, employees, subcontractors, agents or representatives arising out of or in any way relating to this Addendum, including but not limited to property damage, bodily injury, death, or any other element of any kind or nature whatsoever arising from the performance of Contractor, its officers, agents, employees, subcontractors, agents or representatives from this Addendum. Contractor shall defend, at its sole expense, all costs and fees, including but not limited to attorney fees, cost of investigation, defense and settlements or awards, of County, all Agencies, Districts, Special Districts and Departments of County, their respective directors, officers, Board of Supervisors, elected and appointed officials, employees, agents or representatives in any claim or action based upon such alleged acts or omissions.
- B. With respect to any action or claim subject to indemnification herein by Contractor, Contractor shall, at their sole cost, have the right to use counsel of their choice, subject to the approval of County, which shall not be unreasonably withheld, and shall have the right to adjust, settle, or compromise any such action or claim without the prior consent of County; provided, however, that any such adjustment, settlement or compromise in no manner whatsoever limits or circumscribes Contractor's indemnification to County as set forth herein. Contractor's obligation to defend, indemnify and hold harmless County shall be subject to County having given Contractor written notice within a reasonable period of time of the claim or of the commencement of the related action, as the case may be, and information and reasonable assistance, at Contractor's expense, for the defense or settlement thereof. Contractor's obligation hereunder shall be satisfied when Contractor has provided to County the appropriate form of dismissal relieving County from any liability for the action or claim involved.
- C. The specified insurance limits required in the Underlying Agreement of this Addendum shall in no way limit or circumscribe Contractor's obligations to indemnify and hold harmless County herein from third party claims arising from issues of this Addendum.

- D. In the event there is conflict between this clause and California Civil Code §2782, this clause shall be interpreted to comply with Civil Code §2782. Such interpretation shall not relieve the Contractor from indemnifying County to the fullest extent allowed by law.
- E. In the event there is a conflict between this indemnification clause and an indemnification clause contained in the Underlying Agreement of this Addendum, this indemnification shall only apply to the subject issues included within this Addendum.
10. **Term.** This Addendum shall commence upon the Effective Date and shall terminate when all PHI and/or ePHI provided by County to Contractor, or created or received by Contractor on behalf of County, is destroyed or returned to County, or, if it is infeasible to return or destroy PHI and/ePHI, protections are extended to such information, in accordance with section 11.B of this Addendum.
11. **Termination.**
- A. **Termination for Breach of Contract.** A breach of any provision of this Addendum by either party shall constitute a material breach of the Underlying Agreement and will provide grounds for terminating this Addendum and the Underlying Agreement with or without an opportunity to cure the breach, notwithstanding any provision in the Underlying Agreement to the contrary. Either party, upon written notice to the other party describing the breach, may take any of the following actions:
- 1) Terminate the Underlying Agreement and this Addendum, effective immediately, if the other party breaches a material provision of this Addendum.
 - 2) Provide the other party with an opportunity to cure the alleged material breach and in the event the other party fails to cure the breach to the satisfaction of the non-breaching party in a timely manner, the non-breaching party has the right to immediately terminate the Underlying Agreement and this Addendum.
 - 3) If termination of the Underlying Agreement is not feasible, the breaching party, upon the request of the non-breaching party, shall implement, at its own expense, a plan to cure the breach and report regularly on its compliance with such plan to the non-breaching party.
- B. **Effect of Termination.**
- 1) Upon termination of this Addendum, for any reason, Contractor shall return or, if agreed to in writing by County, destroy all PHI and/or ePHI received from County, or created or received by the Contractor on behalf of County, and, in the event of destruction, Contractor shall certify such destruction, in writing, to County. This provision shall apply to all PHI and/or ePHI which are in the possession of subcontractors or agents of Contractor. Contractor shall retain no copies of PHI and/or ePHI, except as provided below in paragraph (2) of this section.
 - 2) In the event that Contractor determines that returning or destroying the PHI and/or ePHI is not feasible, Contractor shall provide written notification to County of the conditions that make such return or destruction not feasible. Upon determination by Contractor that return or destruction of PHI and/or ePHI is not feasible, Contractor shall extend the protections of this Addendum to such PHI and/or ePHI and limit further uses and disclosures of such PHI and/or ePHI to those purposes which make the return or destruction not feasible, for so long as Contractor maintains such PHI and/or ePHI.
12. **General Provisions.**
- A. **Retention Period.** Whenever Contractor is required to document or maintain documentation pursuant to the terms of this Addendum, Contractor shall retain such documentation for 6 years from the date of its creation or as otherwise prescribed by law, whichever is later.







Professional Service Agreement for Administration of the Jail Based Competency Treatment Program between County of Riverside and Liberty Healthcare of California, Inc.

Final Audit Report

2024-07-18

Created:	2024-07-16
By:	Jose (Tony) Curiel (jocuriel@rivco.org)
Status:	Signed
Transaction ID:	CBJCHBCAABAAw3-8TqMeRxxxEri_ikhM48s2M_rjbgeT

"Professional Service Agreement for Administration of the Jail Based Competency Treatment Program between County of Riverside and Liberty Healthcare of California, Inc." History

-  Document created by Jose (Tony) Curiel (jocuriel@rivco.org)
2024-07-16 - 10:07:47 PM GMT
-  Document emailed to Francis Ysla (francis.ysla@libertyhealth.com) for signature
2024-07-16 - 10:07:54 PM GMT
-  Email viewed by Francis Ysla (francis.ysla@libertyhealth.com)
2024-07-18 - 7:24:16 PM GMT
-  Document e-signed by Francis Ysla (francis.ysla@libertyhealth.com)
Signature Date: 2024-07-18 - 7:24:39 PM GMT - Time Source: server
-  Document emailed to Kristine Bell-Valdez (kbvaldez@rivco.org) for signature
2024-07-18 - 7:24:42 PM GMT
-  Email viewed by Kristine Bell-Valdez (kbvaldez@rivco.org)
2024-07-18 - 7:30:27 PM GMT
-  Document e-signed by Kristine Bell-Valdez (kbvaldez@rivco.org)
Signature Date: 2024-07-18 - 7:30:40 PM GMT - Time Source: server

✔ Agreement completed.

2024-07-18 - 7:30:40 PM GMT



Adobe Acrobat Sign

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RESOLUTION

BE IT RESOLVED by the Board of Supervisors of the County of Riverside, State of California, in regular session assembled on Tuesday, August 27, 2024, that the Chair is authorized and directed to execute on behalf of said County the Standard Agreement No. 23-79051-000 between Riverside County and the California Department of State Hospitals providing for: Reimbursement of County's Operational and Support Costs for Jail-based Competency Treatment Services for 5 years at the Robert Presley Detention Center.

ROLL CALL:

Ayes: Jeffries, Spiegel, Washington, Perez, and Gutierrez

Nays: None

Absent: None

Abstain: None

The foregoing is certified to be a true copy of a resolution duly adopted by said Board of Supervisors on the date therein set forth.

KIMBERLY A. RECTOR, Clerk of the Board

BY:  Deputy

SCO ID: 4440-23-79051-000

Riverside County Clerk of the Board, Stop 1010
Post Office Box 1147, Riverside, Ca 92502-1147

STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES
STANDARD AGREEMENT
STD 213 (Rev. 04/2020)

AGREEMENT NUMBER 23-79051-000	Thank you PURCHASING AUTHORITY NUMBER (If Applicable) 4440
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1. This Agreement is entered into between the Contracting Agency and the Contractor named below:

CONTRACTING AGENCY NAME
Department of State Hospitals

CONTRACTOR NAME
County of Riverside

2. The term of this Agreement is:

START DATE
January 1, 2024

THROUGH END DATE
December 31, 2028

3. The maximum amount of this Agreement is:
\$31,734,621.67

Thirty-One Million Seven Hundred Thirty-Four Thousand Six Hundred Twenty-One Dollars and Sixty-Seven Cents.

4. The parties agree to comply with the terms and conditions of the following exhibits, which are by this reference made a part of the Agreement.

Exhibits	Title	Pages
Exhibit A	Scope of Work	8
Exhibit A-1	Program Elements	9
Exhibit B	Budget Detail and Payment Provisions	4
+ - Exhibit B-1	Sample Invoice	2
+ - Exhibit C	General Terms and Conditions (GTC 4/2017)	4
+ - Exhibit D	Special Terms and Conditions	8
+ - Exhibit E	Confidentiality and Information Security Provisions (HIPAA Business Associate Agreement)	8

Items shown with an asterisk (*), are hereby incorporated by reference and made part of this agreement as if attached hereto.

These documents can be viewed at <https://www.dgs.ca.gov/OLS/Resources>


IN WITNESS WHEREOF, THIS AGREEMENT HAS BEEN EXECUTED BY THE PARTIES HERETO.

CONTRACTOR

CONTRACTOR NAME (if other than an individual, state whether a corporation, partnership, etc.)
County of Riverside

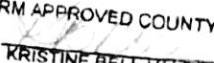
CONTRACTOR BUSINESS ADDRESS 4095 Lemon Street	CITY Riverside	STATE CA	ZIP 92501
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PRINTED NAME OF PERSON SIGNING Chuck Washington	TITLE Chair, Board of Supervisors
--	--------------------------------------

CONTRACTOR AUTHORIZED SIGNATURE 	DATE SIGNED 8/27/2024
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ATTEST:
KIMBERLY A. RECTOR, Clerk

By 
DEPUTY

FORM APPROVED COUNTY COUNSEL
BY  KRISTINE BELL-VALDEZ DATE

AUG 27 2024 3.66

SCO ID: 4440-23-79051-000

STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES
STANDARD AGREEMENT
STD 213 (Rev. 04/2020)

AGREEMENT NUMBER 23-79051-000	PURCHASING AUTHORITY NUMBER (If Applicable) 4440
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STATE OF CALIFORNIA

CONTRACTING AGENCY NAME
Department of State Hospitals

CONTRACTING AGENCY ADDRESS 1215 O Street, MS-1	CITY Sacramento	STATE CA	ZIP 95814
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PRINTED NAME OF PERSON SIGNING Dominique Williams	TITLE Chief, Business Management Branch
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CONTRACTING AGENCY AUTHORIZED SIGNATURE	DATE SIGNED
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CALIFORNIA DEPARTMENT OF GENERAL SERVICES APPROVAL	EXEMPTION (If Applicable) W&I Code 4335.2 (f)
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Pursuant to Public Contract Code section 2010, a person that submits a bid or proposal to, or otherwise proposes to enter into or renew a contract with, a state agency with respect to any contract in the amount of \$100,000 or above shall certify, under penalty of perjury, at the time the bid or proposal is submitted or the contract is renewed, all of the following:

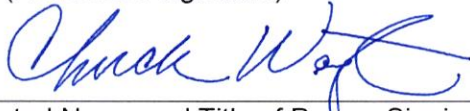
1. **CALIFORNIA CIVIL RIGHTS LAWS:** For contracts executed or renewed after January 1, 2017, the contractor certifies compliance with the Unruh Civil Rights Act (Section 51 of the Civil Code) and the Fair Employment and Housing Act (Section 12960 of the Government Code); and
2. **EMPLOYER DISCRIMINATORY POLICIES:** For contracts executed or renewed after January 1, 2017, if a Contractor has an internal policy against a sovereign nation or peoples recognized by the United States government, the Contractor certifies that such policies are not used in violation of the Unruh Civil Rights Act (Section 51 of the Civil Code) or the Fair Employment and Housing Act (Section 12960 of the Government Code).

CERTIFICATION

I, the official named below, certify under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Proposer/Bidder Firm Name (Printed)	Federal ID Number
County of Riverside, California	95-6000930

By (Authorized Signature)



Printed Name and Title of Person Signing

Chuck Washington, Chair, Board of Supervisors


Executed in the County of	Executed in the State of
Riverside	CA

Date Executed

8/27/2024

ATTEST:
KIMBERLY A. RECTOR, Clerk

By 
DEPUTY

FORM APPROVED COUNTY COUNSEL
BY  KRISTINE BELL-VALDEZ DATE

AUG 27 2024 3.66

IRAN CONTRACTING ACT VERIFICATION FORM
(Public Contract Code sections 2202-2208)

Prior to bidding on, submitting a proposal or executing a contract or renewal for a State of California contract for goods or services of \$1,000,000 or more, a vendor must either: a) certify it is **not** on the current list of persons engaged in investment activities in Iran created by the California Department of General Services ("DGS") pursuant to Public Contract Code section 2203(b) and is not a financial institution extending twenty million dollars (\$20,000,000) or more in credit to another person, for 45 days or more, if that other person will use the credit to provide goods or services in the energy sector in Iran and is identified on the current list of persons engaged in investment activities in Iran created by DGS; or b) demonstrate it has been exempted from the certification requirement for that solicitation or contract pursuant to Public Contract Code section 2203(c) or (d). The DGS list of entities prohibited from contracting with public entities in California per the Iranian Contracting Act, 2010, can be found at:

[Department of General Services Procurement Division Iran Contracting Act List](https://www.dgs.ca.gov/-/media/Divisions/PD/PTCS/OPPL/Iran-Contracting-Act-List.pdf?la=en&hash=71776438AADF114D952082668B1D6A0AEED31C2B)
(<https://www.dgs.ca.gov/-/media/Divisions/PD/PTCS/OPPL/Iran-Contracting-Act-List.pdf?la=en&hash=71776438AADF114D952082668B1D6A0AEED31C2B>)

To comply with this requirement, please insert your vendor or financial institution name and Federal ID Number (if available) and complete **one** of the options below. Please note: California law establishes penalties for providing false certifications, including civil penalties equal to the greater of \$250,000 or twice the amount of the contract for which the false certification was made; contract termination; and three-year ineligibility to bid on contracts. (Public Contract Code section 2205.)

OPTION #1 - CERTIFICATION

I, the official named below, certify I am duly authorized to execute this certification on behalf of the vendor/financial institution identified below, and the vendor/financial institution identified below is **not** on the current list of persons engaged in investment activities in Iran created by DGS and is not a financial institution extending twenty million dollars (\$20,000,000) or more in credit to another person/vendor, for 45 days or more, if that other person/vendor will use the credit to provide goods or services in the energy sector in Iran and is identified on the current list of persons engaged in investment activities in Iran created by DGS.

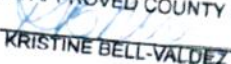
<i>Vendor Name/Financial Institution (Printed)</i>		<i>Federal ID Number (or n/a)</i>
County of Riverside, California		95-6000930
<i>By (Authorized Signature)</i>		
		
<i>Printed Name and Title of Person Signing</i>		
Chuck Washington, Chair, Board of Supervisors		
<i>Date Executed</i>	<i>Executed in</i>	ATTEST:
8/27/2024		KIMBERLY A. RECTOR, Clerk
		By  DEPUTY

OPTION #2 – EXEMPTION

Pursuant to Public Contract Code sections 2203(c) and (d), a public entity may permit a vendor/financial institution engaged in investment activities in Iran, on a case-by-case basis, to be eligible for, or to bid on, submit a proposal for, or enters into or renews, a contract for goods and services.

If you have obtained an exemption from the certification requirement under the Iran Contracting Act, please fill out the information below, and attach documentation demonstrating the exemption approval.

<i>Vendor Name/Financial Institution (Printed)</i>	<i>Federal ID Number (or n/a)</i>
<i>By (Authorized Signature)</i>	
<i>Printed Name and Title of Person Signing</i>	<i>Date Executed</i>

FORM APPROVED COUNTY COUNSEL
 BY  KRISTINE BELL-VALDEZ DATE _____

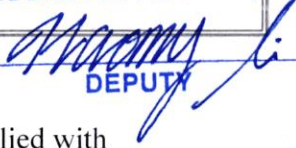
AUG 27 2024

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CCC 04/2017

CERTIFICATION

I, the official named below, CERTIFY UNDER PENALTY OF PERJURY that I am duly authorized to legally bind the prospective Contractor to the clause(s) listed below. This certification is made under the laws of the State of California.

<i>Contractor/Bidder Firm Name (Printed)</i> County of Riverside, California		<i>Federal ID Number</i> 95-6000930
<i>By (Authorized Signature)</i> 		
<i>Printed Name and Title of Person Signing</i> Chuck Washington, Chair, Board of Supervisors		
<i>Date Executed</i> 8/27/2024	<i>Executed in the County of</i> Riverside	ATTEST: KIMBERLY A. RECTOR, Clerk By  DEPUTY

CONTRACTOR CERTIFICATION CLAUSES

1. STATEMENT OF COMPLIANCE: Contractor has, unless exempted, complied with the nondiscrimination program requirements. (Gov. Code §12990 (a-f) and CCR, Title 2, Section 11102) (Not applicable to public entities.)

2. DRUG-FREE WORKPLACE REQUIREMENTS: Contractor will comply with the requirements of the Drug-Free Workplace Act of 1990 and will provide a drug-free workplace by taking the following actions:

a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.

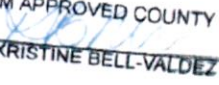
b. Establish a Drug-Free Awareness Program to inform employees about:

- 1) the dangers of drug abuse in the workplace;
- 2) the person's or organization's policy of maintaining a drug-free workplace;
- 3) any available counseling, rehabilitation and employee assistance programs; and,
- 4) penalties that may be imposed upon employees for drug abuse violations.

c. Every employee who works on the proposed Agreement will:

- 1) receive a copy of the company's drug-free workplace policy statement; and,
- 2) agree to abide by the terms of the company's statement as a condition of employment on the Agreement.

Failure to comply with these requirements may result in suspension of payments under the Agreement or termination of the Agreement or both and Contractor may be ineligible for award of any future State agreements if the department determines that any of the following has occurred: the Contractor has made false certification, or violated the

FORM APPROVED COUNTY COUNSEL
BY 
KRISTINE BELL-VALDEZ DATE

AUG 27 2024

3.66

certification by failing to carry out the requirements as noted above. (Gov. Code §8350 et seq.)

3. NATIONAL LABOR RELATIONS BOARD CERTIFICATION: Contractor certifies that no more than one (1) final unappealable finding of contempt of court by a Federal court has been issued against Contractor within the immediately preceding two-year period because of Contractor's failure to comply with an order of a Federal court, which orders Contractor to comply with an order of the National Labor Relations Board. (Pub. Contract Code §10296) (Not applicable to public entities.)

4. CONTRACTS FOR LEGAL SERVICES \$50,000 OR MORE- PRO BONO REQUIREMENT: Contractor hereby certifies that Contractor will comply with the requirements of Section 6072 of the Business and Professions Code, effective January 1, 2003.

Contractor agrees to make a good faith effort to provide a minimum number of hours of pro bono legal services during each year of the contract equal to the lessor of 30 multiplied by the number of full time attorneys in the firm's offices in the State, with the number of hours prorated on an actual day basis for any contract period of less than a full year or 10% of its contract with the State.

Failure to make a good faith effort may be cause for non-renewal of a state contract for legal services, and may be taken into account when determining the award of future contracts with the State for legal services.

5. EXPATRIATE CORPORATIONS: Contractor hereby declares that it is not an expatriate corporation or subsidiary of an expatriate corporation within the meaning of Public Contract Code Section 10286 and 10286.1, and is eligible to contract with the State of California.

6. SWEATFREE CODE OF CONDUCT:

a. All Contractors contracting for the procurement or laundering of apparel, garments or corresponding accessories, or the procurement of equipment, materials, or supplies, other than procurement related to a public works contract, declare under penalty of perjury that no apparel, garments or corresponding accessories, equipment, materials, or supplies furnished to the state pursuant to the contract have been laundered or produced in whole or in part by sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor, or with the benefit of sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor. The contractor further declares under penalty of perjury that they adhere to the Sweatfree Code of Conduct as set forth on the California Department of Industrial Relations website located at www.dir.ca.gov, and Public Contract Code Section 6108.

b. The contractor agrees to cooperate fully in providing reasonable access to the contractor's records, documents, agents or employees, or premises if reasonably required by authorized officials of the contracting agency, the Department of Industrial Relations,

or the Department of Justice to determine the contractor's compliance with the requirements under paragraph (a).

7. DOMESTIC PARTNERS: For contracts of \$100,000 or more, Contractor certifies that Contractor is in compliance with Public Contract Code section 10295.3.

8. GENDER IDENTITY: For contracts of \$100,000 or more, Contractor certifies that Contractor is in compliance with Public Contract Code section 10295.35.

DOING BUSINESS WITH THE STATE OF CALIFORNIA

The following laws apply to persons or entities doing business with the State of California.

1. CONFLICT OF INTEREST: Contractor needs to be aware of the following provisions regarding current or former state employees. If Contractor has any questions on the status of any person rendering services or involved with the Agreement, the awarding agency must be contacted immediately for clarification.

Current State Employees (Pub. Contract Code §10410):

- 1). No officer or employee shall engage in any employment, activity or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any state agency, unless the employment, activity or enterprise is required as a condition of regular state employment.
- 2). No officer or employee shall contract on his or her own behalf as an independent contractor with any state agency to provide goods or services.

Former State Employees (Pub. Contract Code §10411):

- 1). For the two-year period from the date he or she left state employment, no former state officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements or any part of the decision-making process relevant to the contract while employed in any capacity by any state agency.
- 2). For the twelve-month period from the date he or she left state employment, no former state officer or employee may enter into a contract with any state agency if he or she was employed by that state agency in a policy-making position in the same general subject area as the proposed contract within the 12-month period prior to his or her leaving state service.

If Contractor violates any provisions of above paragraphs, such action by Contractor shall render this Agreement void. (Pub. Contract Code §10420)

Members of boards and commissions are exempt from this section if they do not receive payment other than payment of each meeting of the board or commission, payment for preparatory time and payment for per diem. (Pub. Contract Code §10430 (e))

2. LABOR CODE/WORKERS' COMPENSATION: Contractor needs to be aware of the provisions which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions, and Contractor affirms to comply with such provisions before commencing the performance of the work of this Agreement. (Labor Code Section 3700)

3. AMERICANS WITH DISABILITIES ACT: Contractor assures the State that it complies with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. (42 U.S.C. 12101 et seq.)

4. CONTRACTOR NAME CHANGE: An amendment is required to change the Contractor's name as listed on this Agreement. Upon receipt of legal documentation of the name change the State will process the amendment. Payment of invoices presented with a new name cannot be paid prior to approval of said amendment.

5. CORPORATE QUALIFICATIONS TO DO BUSINESS IN CALIFORNIA:

a. When agreements are to be performed in the state by corporations, the contracting agencies will be verifying that the contractor is currently qualified to do business in California in order to ensure that all obligations due to the state are fulfilled.

b. "Doing business" is defined in R&TC Section 23101 as actively engaging in any transaction for the purpose of financial or pecuniary gain or profit. Although there are some statutory exceptions to taxation, rarely will a corporate contractor performing within the state not be subject to the franchise tax.

c. Both domestic and foreign corporations (those incorporated outside of California) must be in good standing in order to be qualified to do business in California. Agencies will determine whether a corporation is in good standing by calling the Office of the Secretary of State.

6. RESOLUTION: A county, city, district, or other local public body must provide the State with a copy of a resolution, order, motion, or ordinance of the local governing body which by law has authority to enter into an agreement, authorizing execution of the agreement.

7. AIR OR WATER POLLUTION VIOLATION: Under the State laws, the Contractor shall not be: (1) in violation of any order or resolution not subject to review promulgated by the State Air Resources Board or an air pollution control district; (2) subject to cease and desist order not subject to review issued pursuant to Section 13301 of the Water Code for violation of waste discharge requirements or discharge prohibitions; or (3) finally determined to be in violation of provisions of federal law relating to air or water pollution.

8. PAYEE DATA RECORD FORM STD. 204: This form must be completed by all contractors that are not another state agency or other governmental entity.



Riverside County Sheriff's Office

Chad Bianco, Sheriff-Coroner

4095 Lemon Street • Riverside • California • 92501
www.riversidesheriff.org

SS-SHERIFF, Liberty Healthcare of California, Inc.

Date: Tuesday, July 2, 2024

From: Amanda Bennett, Deputy Director of Administrative Services

To: Board of Supervisors

Via: Antonio Saldana, Admin. Mgr.

Subject: Request for Single Source Procurement of a Professional Service Agreement for the Administration of a Jail-based Competency Treatment Program between the County of Riverside and Liberty Healthcare of California, Inc.

The below information is provided in support of my department requesting review for a single or sole source purchase/agreement with a cost of \$5,000 or more for goods and/or services.

Single Source Sole Source

Supporting Documents: indicate which are included in the request from the list below.

Supplier Quote Supplier Sole Source Letter Final draft agreement
 Final draft Form 11 H-11 approved by RCIT/TSOC Grant Agreement
 Other: CA Secretary of State Business Entity Information

1. Requested Supplier Name: Liberty Healthcare of California, Inc.
2. Supplier ID: 0000216293
 - a. Describe the goods/service being requested: The Sheriff's Office is requesting the continuation of the Jail Based Competency Treatment (JBCT) program for the provision of restoration of competency treatment services for male and female inmates found by the courts to be Incompetent to Stand Trial (IST). The provider shall deliver restoration of competency services to felony IST patient inmates, within the County Jail, participating in the JBCT program pursuant to the Department of State Hospitals (DSH) JBCT Policy and Procedures Manual.
 - b. Explain the unique features of the goods/services being requested from this supplier: California DSH is required by law to provide restoration of competency



Riverside County Sheriff's Office

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SS-SHERIFF, Liberty Healthcare of California, Inc.

treatment to IST defendants. California DSH, to address a shortage of forensic beds available to IST individuals at state hospitals, awarded Liberty Healthcare of California Inc. (Liberty) a contract to provide this treatment to individuals detained in County jails. The responsibility to contract directly with the vendor fell on the County. The County entered into an agreement with Liberty as the provider due to continuity of service, as Liberty has been the treatment administrator since the pilot program started by the State in 2013. Liberty also provides JBCT services for San Bernardino County. The existing vendor has a separate contract with the State to provide a complementary program known as the Early Access and Stabilization Services (EASS) program. Having these two programs run by the same vendor provides a seamless interface with County staff and increased efficiencies for Sheriff's Department operations. The existing vendor brings existing relationships with key stakeholders within the County of Riverside based on their years of local operations. Their existing relationships with the Riverside County Superior Court, Riverside County Department of Behavioral Health, DSH, the District Attorney's Office, and the Public Defender's Office. Change in vendors introduces unnecessary risks with no benefit to the County. The existing vendor brings a strong reputation within the field of correctional mental health without a history of lost lawsuits for correctional deaths. It is in the County's interest to use entities with a positive reputation.

- c. What are the operational benefits to your department? Individuals detained in the County jail experience delays in being admitted to the state hospital for restoration of competency treatment. This service allows these individuals to begin treatment immediately and decreases the time an individual remains incarcerated in jail.
- d. Provide details on any cost benefits/discounts. From January 1, 2024, to May 31, 2024, during Phase I, Riverside County will be charged a daily per diem rate (pdr) of \$212 for 25 beds for Liberty's healthcare services. Effective June 1, 2024, the JBCT program will expand to 36 beds and the County will be charged a daily per diem rate (pdr) of \$210 which is comparable to San Bernardino County's rates (64 beds at a \$198 pdr). In addition to the fixed pdr. Riverside County shall reimburse Liberty for Psychiatrist pro re nata services at the rate of \$384.34 per hour when needed. Liberty's annual fees shall not exceed \$2,931,884 for treatment administration and will not increase for the next five years.



Riverside County Sheriff's Office
Chad Bianco, Sheriff-Coroner

4095 Lemon Street • Riverside • California • 92501
 www.riversidesheriff.org

SS-SHERIFF, Liberty Healthcare of California, Inc.

The cost of Liberty services is off-set by the Department of State Hospitals (DSH) Standard Agreement #23-79051-000 which is paying for the JBCT program. During Phase I from January 1, 2024, to May 31, 2024, DSH will reimburse Riverside County \$1,692,710 for Liberty's healthcare services and Riverside County's services for 25 beds. Effective June 1, 2024, as stated above, the JBCT program will expand to 36 beds and DSH will reimburse Riverside County \$3,613,604 and then \$6,163,390 annually after that.

In addition, DSH will reimburse Riverside County Psychiatrist pro re nata services at the rate of \$384.34 per hour when needed.

3. Can this request be formally bid out or procured using a viable solution such as an existing cooperative agreement or existing contract with another department or public entity?

Yes No

- a. If yes, please explain why you are requesting to utilize an SSJ process?
N/A

4. Has your department previously requested/received an assigned tracking number for a single or sole source request for this Supplier for the goods/service requested now? (If yes, please provide the reviewed single or sole source tracking number).

Yes SSJ# 21-072 No

- a. What was the total annual and aggregate amount? Annual: \$1,607,643; aggregate: \$4,822,929

5. Identify all costs for this requested in the table below:

Description:	FY 23/24	FY 24/25	FY 25/26	FY 26/27	FY 27/28	FY 28/29	Total
Administration of the Jail-based Competency Treatment Program (JBCT)	\$1,465,942	\$2,931,884	\$2,931,884	\$2,931,884	\$2,931,884	\$1,465,942	\$14,659,420
Total Costs	\$1,465,942	\$2,931,884	\$2,931,884	\$2,931,884	\$2,931,884	\$1,465,942	\$14,659,420

Note: Up to \$1,465,942 in contingency requested in Board motion.

If review is for multiple years, all costs must be identified below:



Riverside County Sheriff's Office

Chad Bianco, Sheriff-Coroner

4095 Lemon Street • Riverside • California • 92501
www.riversidesheriff.org

SS-SHERIFF, Liberty Healthcare of California, Inc.

6. Period of Performance: 5 Years

Ratify Start Date (if applicable): 01/01/2024

Initial Term Start Date: 01/01/2024 End Date: 12/31/2028

Number of renewal options (please provide those options: (i.e., one year with an option to renew four additional one-year periods): N/A, continuous term.

Aggregate Term/End Date: 12/31/2028

7. Projected Board of Supervisor Date (if applicable): 08/27/2024

By signing below, I certify that all contractual and legal requirements to do business with the selected supplier has been fully vetted and approved.

	<u>M.T. KOEHLER</u>	<u>7/19/24</u>
Chief Deputy Signature (or designee)	Print Name	Date

	<u>HERMAN LOPEZ</u>	<u>07/19/24</u>
Assistant Sheriff Signature (or designee)	Print Name	Date

<u>Amanda Bennett</u>		<u>7/17/24</u>
Print Name	Department Head Signature (Executive Level Designee)	Date



Riverside County Sheriff's Office
Chad Bianco, Sheriff-Coroner

4095 Lemon Street • Riverside • California • 92501
www.riversidesheriff.org

SS-SHERIFF, Liberty Healthcare of California, Inc.

PCS Reviewed:

Jose (Tony) Curiel		07/02/2024
Print Name	Signature	Date

Note: Once signed by the Department Head and PCS (signature lines above), the PCS will e-mail completed SSJ form with supporting documents to psources@rivco.org, and cc: Supervising PCS. Please reach out to your assigned PCS with any questions.

.....
The section below is to be completed by the Purchasing Agent or designee.

Purchasing Department Review and Comments: _____

Not to exceed:

One-time \$ _____

Annual Amounts reflected in completed chart for Question #4

Total Cost \$ 14,659,420 plus up to \$1,465,942 contingency

Aggregate Amount \$ _____

<i>Melissa Curtis</i>	7/19/2024	25-018
Purchasing Agent Signature	Date	Tracking Number (Reference on Purchasing Documents)

SCO ID: 4440-23-79051-000

to Riverside County Clerk of the Board, Stop 1010
Post Office Box 1147, Riverside, Ca 92502-1147

Thank you

STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES
STANDARD AGREEMENT
STD 213 (Rev. 04/2020)

AGREEMENT NUMBER 23-79051-000	PURCHASING AUTHORITY NUMBER (If Applicable) 4440
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1. This Agreement is entered into between the Contracting Agency and the Contractor named below:

CONTRACTING AGENCY NAME

Department of State Hospitals

CONTRACTOR NAME

County of Riverside

2. The term of this Agreement is:

START DATE

January 1, 2024

THROUGH END DATE

December 31, 2028

3. The maximum amount of this Agreement is:

\$31,734,621.67

Thirty-One Million Seven Hundred Thirty-Four Thousand Six Hundred Twenty-One Dollars and Sixty-Seven Cents.

4. The parties agree to comply with the terms and conditions of the following exhibits, which are by this reference made a part of the Agreement.

Exhibits	Title	Pages
Exhibit A	Scope of Work	8
Exhibit A-1	Program Elements	9
Exhibit B	Budget Detail and Payment Provisions	4
+ - Exhibit B-1	Sample Invoice	2
+ - Exhibit C	General Terms and Conditions (GTC 4/2017)	4
+ - Exhibit D	Special Terms and Conditions	8
+ - Exhibit E	Confidentiality and Information Security Provisions (HIPAA Business Associate Agreement)	8

Items shown with an asterisk (*), are hereby incorporated by reference and made part of this agreement as if attached hereto.

These documents can be viewed at <https://www.dgs.ca.gov/OLS/Resources>

IN WITNESS WHEREOF, THIS AGREEMENT HAS BEEN EXECUTED BY THE PARTIES HERETO.

CONTRACTOR

CONTRACTOR NAME (if other than an individual, state whether a corporation, partnership, etc.)

County of Riverside

CONTRACTOR BUSINESS ADDRESS

4095 Lemon Street

CITY

Riverside

STATE

CA

ZIP

92501

PRINTED NAME OF PERSON SIGNING

Chuck Washington

TITLE

Chair, Board of Supervisors

CONTRACTOR AUTHORIZED SIGNATURE



DATE SIGNED

8/27/2024

ATTEST:

KIMBERLY A. RECTOR, Clerk

By



DEPUTY

FORM APPROVED COUNTY COUNSEL

BY

KRISTINE BELL-VALDEZ

DATE

AUG 27 2024

3.66

SCO ID: 4440-23-79051-000

STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES

STANDARD AGREEMENT

STD 213 (Rev. 04/2020)

AGREEMENT NUMBER 23-79051-000	PURCHASING AUTHORITY NUMBER (If Applicable) 4440
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STATE OF CALIFORNIA

CONTRACTING AGENCY NAME

Department of State Hospitals

CONTRACTING AGENCY ADDRESS

1215 O Street, MS-1

CITY

Sacramento

STATE

CA

ZIP

95814

PRINTED NAME OF PERSON SIGNING

Dominique Williams

TITLE

Chief, Business Management Branch

CONTRACTING AGENCY AUTHORIZED SIGNATURE

DATE SIGNED

9/18/2024

CALIFORNIA DEPARTMENT OF GENERAL SERVICES APPROVAL

EXEMPTION (If Applicable)

W&I Code 4335.2 (h)

DW

EXHIBIT A
SCOPE OF WORK

1. CONTRACTED PARTIES:

A. The County of Riverside, and/or their authorized designee, hereinafter referred to in the combined as Contractor, agrees to provide services (as defined in Section 8) to the Department of State Hospitals (DSH) pursuant to the terms and conditions of the Agreement.

2. SERVICE LOCATION:

A. The services shall be performed at the Robert Presley Detention Center (RPDC), 4000 Orange St., Riverside, California.

3. SERVICE HOURS:

A. The RPDC shall provide services 24 hours per day, seven days per week, including all State holidays. JBCT staff will provide services Monday through Friday, not including State holidays, during the hours of 8:00 a.m. until 5:00 p.m.

4. PROJECT REPRESENTATIVES:

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

Contract Manager:

Department of State Hospitals		Riverside County	
Section/Unit: Community Forensic Partnerships Division		Section/Unit: Corrections Administration	
Attention: Selene Mujica Staff Services Manager II		Attention: Lieutenant Bruce Phillips	
Address: 1215 O Street, MS-10 Sacramento, CA 95814		Address: 4095 Lemon Street Riverside, CA 92501	
Phone: (916) 651-7913	Fax: (916) 653-2257	Phone: (951) 955-2818	Fax: (951) 955-1919
Email: Selene.Mujica@dsh.ca.gov		Email: bwphilli@riversidesheriff.org	

Administrative Contacts (all administrative inquiries should be directed to):

Department of State Hospitals		Riverside County	
Section/Unit: Community Forensic Partnerships Division		Section/Unit: Corrections Administration	
Attention: Sydney Taylor Staff Services Manager I		Attention: Lieutenant Bruce Phillips	
Address: 1215 O Street, MS-10 Sacramento, CA 95814		Address: 4095 Lemon Street Riverside, CA 92501	

Phone: (916) 562-2564	Fax: (916) 653-2257	Phone: (951) 955-2818	Fax: (951) 955-1919
Email: Sydney.Taylor@dsh.ca.gov		Email: bwphilli@riversidesheriff.org	
Riverside County Jail – Medical Contact			
Section/Unit: Corrections Health Services			
Attention: Shena Patel Riverside County Healthcare Services Administrator			
Address: 4000 Orange Street Riverside, CA 92501			
Phone: (951) 955-9531	Fax: N/A		
Email: shena.patel@ruhealth.org			

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 REPLENISHMEENT FUDS:

- A. The DSH shall reimburse Contractor for program replenishment costs incurred under this Agreement. The replenishment costs shall include, but are not limited to:
 - i. Setup of patient rooms as well as treatment and office space;
 - ii. Administrative operating expenses and equipment; and
 - iii. Treatment and testing materials.

6. PROGRAM REFURBISHMENT FUNDS:

- A. The DSH shall reimburse Contractor for program refurbishment costs incurred under this Agreement. The refurbishment costs shall include, but are not limited to:
 - i. Retrofitting of segments in the JBCT designated area;
 - ii. JBCT segment furniture.
 - iii. Paint dayroom/cells and repair epoxy floor for milieu housing unit
 - iv. Paint program rooms
 - v. Replace existing fluorescent lighting with LED lighting
 - vi. Procure and install (4) in-cell cameras, and (1) viewing station
 - vii. Procure and install office furniture for (2) additional staff assigned to JBCT
 - viii. Computer equipment and accessories for (2) additional staff assigned to JBCT
 - ix. Computer equipment tablets for virtual group sessions
 - x. Television monitors for program rooms (virtual group sessions)
 - xi. Acoustic wall art panels
 - xii. RSO overtime to supervise inmates transferred off-site during renovations
 - xiii. Smartboards (2)

7. SUMMARY OF WORK TO BE PERFORMED:

- A. Contractor shall provide access to portions of its RPDC for the purposes of administering a Jail Based Competency Treatment (JBCT) Program for the provision of restoration of competency

treatment services for male and female individuals, hereafter referred to as "Patient Inmates," found by the courts to be Incompetent to Stand Trial (IST) under Penal Code section 1370. Contractor shall provide restoration of competency treatment services to felony IST Patient Inmates participating in the JBCT Program pursuant to the DSH JBCT Policy and Procedures Manual.

8. CONTRACTOR RESPONSIBILITIES:

- A. Contractor shall designate an area within the RPDC dedicated to the administration of a JBCT Program and provide restoration of competency treatment services that, either directly or through contract, may restore trial competency for incarcerated felony IST Patient Inmates committed to the DSH under Penal Code section 1370. Contractor shall submit any proposed changes to the JBCT program's designated area to the DSH Contract Manager and/or their designee for its prior written approval.
- B. In providing restoration of competency treatment services, Contractor shall adhere to the program outlines contained in Exhibit A-1, Program Elements and the DSH JBCT Policy and Procedures Manual, hereafter referred to as the "Manual." Contractor acknowledges it has received a copy of the Manual and has had an opportunity to review the terms and conditions of the Manual and consult with independent counsel. Contractor agrees to the terms and conditions of the Manual and that the terms and conditions of the Manual are incorporated into this Agreement by reference. The meanings of the terms and requirements in this Agreement, unless otherwise defined in this Agreement, are defined in the Manual. In the event of an inconsistency between the Manual, attachments, specifications, or provisions which constitute this Agreement, the following order of precedence shall apply:
- i. DSH JBCT Policy and Procedures Manual (the "Manual");
 - ii. Standard Agreement, STD. 213;
 - iii. This Exhibit A, Scope of Work, including specifications incorporated by reference; and
 - iv. All attachments incorporated in this Agreement by reference.

The Manual, as referenced in this Agreement, may be amended by the DSH from time to time. Contractor shall operate the JBCT program in accordance with the Manual, including any future amendments to the Manual. From the effective date of any amendment, Contractor shall follow the amendments required by any change in California statute or regulation. For all other amendments, Contractor shall present any of Contractor's concerns to the DSH within 10 business days from the date of notification, which does not relieve Contractor from adhering to any amendment, unless agreed upon in writing by the DSH. The DSH and Contractor shall negotiate, in good faith, changes to the Manual.

- C. Contractor shall ensure that a preliminary evaluation of each potential JBCT Patient Inmate is conducted through, at a minimum, a review of the medical and mental health records of each prospective Patient Inmate, prior to admission into the JBCT program.
- i. Contractor shall ensure that priority for admissions to the JBCT program shall be based on commitment date unless an exception is made based on one of the factors listed in California Code of Regulations (CCR), Title 9, Section 4710.
 - ii. Upon admission into the JBCT Program, Contractor shall ensure that a more thorough assessment is conducted as indicated in Exhibit A-1, Program Elements and the DSH JBCT Policy and Procedures Manual.

- D. Contractor shall provide a total of 25 Allocated Beds to Patient Inmates during Phase I (January 1, 2024 through May 31, 2024) and 36 Allocated Beds to Patient Inmates during Phase II (effective June 1, 2024) located in the JBCT program's designated area.

Contractor shall be paid in full for the 25 Allocated Beds during Phase I (January 1, 2024 through May 31, 2024) and 36 Allocated Beds during Phase II (effective June 1, 2024) at the per diem rate upon the first Patient Inmate admission, regardless of the number of Patient Inmates admitted.

Beginning 90 days from the first Patient Inmate admission, if, over the course of each quarter period during the term of this Agreement, a 90 percent occupancy rate is not maintained, the DSH and Contractor shall execute an amendment to this Agreement upon jointly developing a plan. This plan shall ensure the 90 percent occupancy rate requirement is reliably met, including the addition or introduction of Patient Inmates from other counties to efficiently use the bed space. Should another mutually agreeable plan not be identified within a reasonable time period as determined by DSH, the default plan will be to amend the contract to reduce the minimum number of beds provided and the budget amount accordingly. This provision shall correspond to the standard quarter periods commencing annually on July 1.

- E. Patient Inmates housed at the RPDC shall remain under the legal and physical custody of Contractor.
- F. Contractor retains the right to exclude specific individual Patient Inmates from the JBCT designated area for security and classification reasons at the time of assignment or at any point during their incarceration at the RPDC.
- G. Should Contractor determine, based on clinical considerations, patient history, or other factors, that a current or potential Patient Inmate is, or likely shall be, violent and a significant danger to others participating in the JBCT Program, Contractor shall inform the DSH Contract Manager and/or their designee immediately in writing, and by phone. Contractor agrees that the decision to remove such a Patient Inmate from the JBCT Program is at the sole discretion of the DSH, and the DSH shall not unreasonably withhold such permission. In the event a Patient Inmate is removed from the JBCT program, the DSH shall arrange to have such Patient Inmate admitted to a state hospital or other DSH facility forthwith as is permitted under the admission requirements set forth in CCR, Title 9, sections 4700, et seq. Contractor shall continue to treat the Patient Inmate in the JBCT program until such arrangements are made, and will transport the Patient Inmate to the assigned DSH facility on a mutually agreed upon date.
- H. Notwithstanding Sections F and G, Contractor shall make every reasonable effort to ensure that the contracted Phase 1 (January 1, 2024 through May 31, 2024): 25 Allocated Beds and Phase 2 (effective June 1, 2024): 36 Allocated Beds provided for treatment services under this Agreement are occupied by Patient Inmates at all times. This includes, but is not limited to, admitting Patient Inmates of increasing levels of acuity.
- i. The DSH shall make every reasonable effort to ensure adequate Patient Inmate referrals are sent to Contractor throughout the term of this Agreement.
 - ii. By mutual agreement, in writing, and at the request of the DSH, Contractor may admit Patient Inmates into the JBCT Program above the 25 Allocated Beds; effective June 1, 2024, 36 Allocated beds.

- I. Contractor shall provide for the care, confinement and security of the Patient Inmates in accordance with all federal and state laws, standards, regulations, policies, procedures and court orders applicable to the RPDC.
- J. Contractor's custody staff assigned to the JBCT program shall receive Enhanced Mentally Ill Offender or Crisis Intervention Training (CIT) provided by Contractor, and shall participate in the JBCT Program treatment team meetings.
- K. Regional Meetings and Forensic Trainings:
 - i. Contractor and/or its subcontractor may be required to attend virtual meetings at least three times per year and DSH sponsored or required trainings in person up to twice per year, as determined by the DSH in its sole and absolute discretion.
 - ii. Travel related expenses shall be reimbursed as outlined in Exhibit B, Budget Detail.
- L. Responsibilities for Medical Care:
 - i. Contractor shall provide all Patient Inmates, with the full range of Routine Medical Care available to other inmates of the RPDC , and is financially responsible for such care. Contractor agrees that the cost of all Routine Medical Care is included in the per diem rate charged to the DSH.
 - ii. For the purposes of this Agreement, Routine Medical Care shall be defined as all medical, dental, and mental health care as well as the cost of medical supplies, formulary prescription medications which are provided to Patient Inmates, and restoration of competency treatment services which are provided by the RPDC to Patient Inmates, including prescribed psychotropic medications. Non-formulary prescription medications shall be provided to Patient Inmates as clinically indicated for both Routine and Non-Routine Medical Care. Minor medical procedures shall be considered routine medical care. Minor medical procedures involve minimally invasive procedures. In most cases, these are performed laparoscopically or arthroscopically. Procedure is performed without damaging extensive amounts of tissue. Risk of infection is reduced, and recovery time is shorter. Some surgical procedures are superficial in that they only affect the outermost portions of the body, and thus shall be considered Routine Medical Care.
 - iii. For the purposes of this Agreement, Non-Routine Medical Care shall be defined as 1) major medical operations, surgeries, or procedures which would require admittance to a hospital longer than one day; 2) continuation of experimental medication; 3) critical life-saving services that cannot be provided onsite at the RPDC or via a county-contracted hospital; 4) dialysis service whether onsite or otherwise; and 5) emergency medical treatment that cannot be provided onsite at the RPDC. Major Medical Operations/Surgeries/Procedures shall be considered non-routine medical care. Major medical operations/surgeries/procedures involve opening the body allowing surgeon access to the area where the work needs to be completed. They involve major trauma to the tissue, a high risk of infection, and an extended recovery period. These shall be considered non-routine medical care. Emergency medical care shall be defined as situations that pose an immediate risk to health and life and require immediate intervention to prevent a worsening of the situation. These shall be considered Non-Routine Medical Care.
 - iv. If a Patient Inmate requires Non-Routine Medical Care, Contractor shall notify the DSH Contract Manager or designee immediately in writing and by phone for pre-approval. For such patients,

the DSH further reserves the right to either admit them to a state hospital for treatment or require Contractor to provide Non-Routine Medical Care. Should the DSH elect to require Contractor to provide the Non-Routine Medical Care, Contractor shall ensure that the Patient Inmate is provided care at a facility designated by the DSH Contract Manager. In the event the DSH directs Contractor to provide Non-Routine Medical Care, Contractor shall invoice the DSH directly for the full cost of care provided by submitting the invoice to the attention of the DSH Contract Manager. The full cost of care shall be offset by the Patient Inmate's Medicare or private health insurance plan when applicable, and then reimbursed by DSH. Contractor shall instruct the facility providing care to seek reimbursement from the Patient Inmate's Medicare or private health insurance plan, within any required timeframes, prior to invoicing the Contractor when applicable. Contractor shall instruct the facility providing care to submit the Explanation of Benefits, reflecting Medicare or private health insurance payments or denials, with an original invoice when billing the contractor for the remaining balance (i.e., deductible, copay, and coinsurance amounts).

In the event of an emergency, Contractor shall proceed immediately with necessary medical treatment. In the event of such an emergency, Contractor shall invoice the DSH directly for the full cost of care provided by submitting the invoice to the attention of the DSH Contract Manager. In such an event, Contractor shall notify the DSH immediately regarding the nature of the illness or injury as well as the types of treatment provided. Contractor shall make reasonable efforts to ensure that Patient Inmates are treated at facilities preferred by the committing county or otherwise that, once the Patient Inmate is stable enough for transfer, is transferred to such a facility.

- M. For all Routine and Non-Routine Medical Care, Contractor shall be responsible for the security and transportation, including emergency transportation. Contractor agrees that all such costs are included in the per diem rate charged to the DSH.
- N. Upon Restoration of Competency:
Contractor shall be responsible for coordinating with the committing county's behavioral health programs for the continued mental health care, crisis intervention, ongoing counseling and care, and psychotropic medication compliance for the Patient Inmates restored to competence and transferred from the JBCT Program.
- O. 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.
- P. 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.
- Q. 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, and 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.

- R. 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.
- S. On March 4, 2022, Governor Gavin Newsom issued Executive Order N-6-22 (the EO) regarding Economic Sanctions against Russia and Russian entities and individuals. "Economic Sanctions" refers to sanctions imposed by the U.S. government in response to Russia's actions in Ukraine, as well as any sanctions imposed under state law. By submitting a bid or proposal, Contractor represents that it is not a target of Economic Sanctions. Should the State determine Contractor is a target of Economic Sanctions or is conducting prohibited transactions with sanctioned individuals or entities, that shall be grounds for rejection of the Contractor's bid/proposal any time prior to contract execution, or, if determined after contract execution, shall be grounds for termination by the State.

9. DSH RESPONSIBILITIES:

- A. The DSH shall provide an orientation of the JBCT program to Contractor at the discretion of the DSH. Such orientation shall include an overview of State policies and procedures, the DSH JBCT Policy and Procedures Manual, and appropriate statutes related to the JBCT program.
- B. The DSH shall be responsible for the development and maintenance of the DSH JBCT Policy and Procedures Manual concerning JBCT program operations and treatment consistent with State and federal laws and the DSH policies and procedures.
- C. 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 and/or their designee. The DSH retains sole and absolute discretion in determining any such evaluation schedule.
 - iii. Inspections may be conducted by the DSH staff at any time during the Agreement term to check on the quality of work. Payment shall not be provided for services deemed unacceptable by the DSH Contract Manager and/or their designee.
 - 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 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.

10. 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 Exhibit A, Scope of Work and the DSH JBCT Policy and Procedures Manual.
- ii. **Penalties:** Should Contractor not provide all services, including any and all required reports in a timely manner, the DSH may choose to terminate this Agreement. Additionally, the DSH may find Contractor to be not responsible in provision of services and evaluate this in future contracting opportunities.

11. AMENDMENTS:

- A. The parties reserve the right to amend this Agreement to add funding sufficient at the same rates or to negotiate a new rate. All rate increases will be dependent on available funding and are not guaranteed (see Exhibit B Section 3). 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. Referral Document Collection Prior to Admission

The DSH Patient Management Unit (PMU) shall coordinate with the committing court to ensure all required documents listed under Penal Code section 1370, subdivision (a)(3) are provided by the court for all Patient Inmates upon admission. If at any time Contractor receives court correspondence directly from the court, Contractor shall provide copies of these documents to the DSH immediately, no later than 24 hours from receipt of the documents.

B. Referrals Determined to be Not Suitable for Admission

Should Contractor determine, based on clinical or custodial considerations, that a felony IST referral is not suitable for admission into the JBCT program, Contractor shall inform the DSH Contract Manager and/or their designee and the PMU immediately via the JBCT Enterprise Data Platform (EDP) application.

C. Removal of Patient Inmates No Longer Clinically Suitable

- i. Upon admission, Contractor shall assess each Patient Inmate to ascertain if restoration of trial competence is likely as required in the DSH JBCT Policies and Procedures Manual.
- ii. Should Contractor determine, based on clinical considerations or other factors, that a Patient Inmate admitted into the JBCT program is no longer clinically suitable for participation in the program, Contractor shall contact the DSH Contract Manager, and/or their designee, to discuss treatment options. Contractor agrees that the decision to remove such a Patient Inmate from the JBCT program is at the sole discretion of the DSH, and the DSH shall not unreasonably withhold such permission.
- iii. Should Contractor and the DSH determine a Patient Inmate should be removed from the JBCT program, Contractor shall continue to provide treatment until arrangements are made to admit the Patient Inmate to another DSH facility. Within seven days of making this determination, Contractor shall also provide the documents listed in the current Manual, as well as any other additional documents requested by the DSH.

D. Psychological Assessment Protocol

- i. Contractor shall administer a battery of individualized psychological assessments and testing upon admission and throughout the Patient Inmate's stay with the JBCT. Standardized structured professional judgement measures and structured psychological assessments that are generally accepted by the field shall be utilized to complete assessments of the Patient Inmate's current functioning, cognitive abilities, likelihood of malingering, and current competency to stand trial. Full requirements for assessment and a non-exhaustive list of appropriate assessment measures are included in the Manual.
- ii. In addition to the use of structured assessments of patient response style, effort, and symptom validity as they relate to the potential that a patient is malingering and/or has cognitive

dysfunction, Contractor shall integrate additional observable data reported by various disciplines on a 24/7 basis in coming to diagnoses for Patient Inmates. Full requirements for assessment and a non-exhaustive list of appropriate assessment measures are included in the Manual.

E. Individualized Treatment Program

- i. Contractor shall provide an individualized restoration program according to the treatment approach subscribed to by the individual treatment teams and indicated by the Patient Inmate's psychiatric condition, level of functioning, and legal context.
- ii. Contractor shall tailor individualized treatment regimens to the Patient Inmate's specific barrier(s) to trial competency. Deficits identified in the competency assessment upon admission to the JBCT program, or in subsequent assessments, shall be listed in the individual treatment plan and addressed by specific treatment interventions.
- iii. Contractor shall conduct case conferences weekly or as needed to reassess Patient Inmates' progress toward restoration of competence to allow the treatment teams to measure whether their treatment interventions are working, and whether additional treatment elements need to be incorporated into Patient Inmates' treatment plans.

F. Multi-modal, Experiential Competency Restoration Educational Experience and Components

- i. Contractor shall provide educational materials presented in multiple learning formats by multiple staff to each Patient Inmate (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 or mock trial).
- ii. Contractor shall address the following elements in the education modalities of the competency restoration program including, but not limited to:
 - 1) Criminal charges;
 - 2) Severity of charges, namely Felony vs. Misdemeanor;
 - 3) Sentencing;
 - 4) Pleas including Guilty, Not Guilty, Nolo Contendere, and Not Guilty by Reason of Insanity;
 - 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;
 - 11) Probation and Parole; and
 - 12) Individualized instruction as needed.
- iii. Contractor shall provide additional learning experience through increased lecture time, as well as individual instruction to Patient Inmates who are incompetent due to intellectual disability or other primary neurocognitive dysfunction, but who may be restored to competence with additional exposure to the educational material.

G. Medication Administration and Consent

- i. Contractor shall obtain proper authorization (e.g., informed consent for treatment if the patient does not have an involuntary medication order, providing opportunity for assent if an order is in place) 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 Patient Inmate to the JBCT program and the treating psychiatrist determines that psychotropic medication has become medically necessary and appropriate, Contractor shall request that the court issue an order for the administration of involuntary psychotropic medication as outlined in the DSH JBCT Policy and Procedures Manual.
- iv. The Contractor will enact policies and procedures to ensure that within 14 days of admission from when a patient is admitted to the JBCT and the Court has authorized administration of involuntary medication, either:
 - a. The treating medical professional prescribes psychotropic medications to be administered over the patient's objection if the patient does not voluntarily comply with administration. The Contractor's policies and procedures will ensure that involuntary medication is administered over the patient's objection, if necessary, beginning with the date of the medical professional's prescription.

Or

 - b. The treating medical professional determines that medications that could be provided involuntarily are not currently medically appropriate or necessary for the patient and documents their reasoning in the medical record.
- v. The Contractor will enact policies to ensure that when a patient is admitted to the JBCT without an order for involuntary medication and the Contractor subsequently petitions the Court and an order is granted, that within four business days of the date of the Court's order either:
 - a. The treating medical professional prescribes medications to be administered over the patient's objection if the patient does not voluntarily comply with administration. The Contractor's policies and procedures will ensure that involuntary medication is administered over the patient's objection, if necessary, beginning with the date of the medical professional's prescription.

Or

 - b. The treating medical professional determines that medications that could be provided involuntarily are not currently medically appropriate or necessary for the patient and documents their reasoning in the medical record.

H. Suicide Prevention/Adverse Events

Contractor shall develop a suicide prevention program and assessment procedures that shall include an adverse sentinel event review process. Contractor shall submit written suicide prevention

procedures to the DSH Contract Manager and/or their designee for approval prior to activation of the JBCT Program and annually thereafter.

I. Patients' Rights/Grievance Process

Upon admission, Contractor shall provide an orientation and education on the Patient Inmate grievance process for each Patient Inmate. Contractor shall post the Patient Inmate Grievance Process in a visible location in an area commonly used by Patient Inmates.

J. Data Deliverables

- i. Contractor will maintain and update patient information in the JBCT EDP Application consistently for all patients and in a timely manner. Information communicated therein includes, but is not limited to, the following data elements:

Term	Definition
Patient Name:	Last and First name of patient
Case Number:	Court assigned case number for each individual court case. It can typically include letters and numbers.
Booking Number:	Number that County Jail issues to an individual (per Forensics)
Gender:	Male or Female
Date of Birth:	Birthdate, Age can be determined using this date
Ethnicity:	Type of social group that has a common national or cultural tradition. <i>Caucasian/White, African American/Black, American Indian/Alaska Native, Asian, Native Hawaiian/Other Pacific Islander, Hispanic, Other</i>
Language Spoken:	Type of language spoken
Interpretive Services Utilized (YES/NO):	Was Interpretive services utilized? Yes or No
Referring County:	County of referral and/or commitment
Commitment Date:	Date of Commitment
Packet Received Date:	Date Packet Received (including incomplete required documents)
Packet Completed Date:	Date Packet completed (including all completed required documents)
Reason for Ongoing Pending Status:	Provide a detail reason why the delay of admission
Screening Evaluation Completed Date:	Date Screening Evaluation was completed
Screening Outcome:	Outcome results of patient screened. Accepted or Rejected
Reason for Screening Rejection:	Detail regarding reason for screening rejection. Bypassed/Triaged, Non-Roc, Medication, Substance-Related, Higher Level-of-Care, Other.
Admission Date:	Date of Admission
Involuntary Medication Order (YES/NO):	Is there a current court ordered IMO in place? Yes or No
IMO Effective Date:	Date IMO was effective on, this is the same as their 1370 commitment date
Medication Adherence:	Whether patients take their medications as prescribed. Fully Adherent, Intermittently Adherent, Refusing. (If applicable to program)
Did I/P Receive Invol Meds (YES/NO):	Was involuntary medication administered to patient? Yes or No
Date Invol Meds Initiated:	Date of involuntary medication administered
Disposition of Discharge/Transfer :	Final determination of patients status. Restored or DSH
Reason for Discharge/Transfer:	Detail regarding reason for patients discharge or transfer.
Date Referred to DSH for Transfer:	Date Referred to DSH for Transfer
Discharge/Transfer Date:	Date of Discharge and or Date of Transfer
Discharge/Transfer Location:	Location where patient will be discharged to. Jail, Atascadero SH, Coalinga SH, Metropolitan SH, Napa SH, Patton SH, Other: Must update Notes with Specific location.
Reason for delayed Discharge:	Provide a detail reason why the delay of discharge.
Date ROC Certificate Submitted to Court:	Date that ROC Certificate was submitted to Court
Primary Diagnosis at Admission:	Patients primary Diagnosis at time of Admission
Diagnosis at Discharge:	Patients primary Diagnosis at time of Discharge
Diagnosis of Malingering? (YES/NO):	Did the patient have a Malingering Diagnosis at any point during their stay in JBCT? Yes or No

- ii. Contractor shall submit a monthly report to the DSH that identifies the Patient Inmates that were prescribed any non-formulary injectable psychotropic medication, e.g. Invega Sustenna®, during the reporting period and explains the medical necessity for each prescription upon request.
- iii. Contractor shall submit a summary performance report annually from the contract start date to include, but not be limited to, the information stated above and:

- 1) The total cost of the program by budget category: personnel, operating expenses, administrative expense, custody and housing, and other direct operating costs as well as overall cost per Patient Inmate treated and the costs for those found to be malingering; and
- 2) The cost per cycle of treatment.

K. Reporting Requirements

- i. Contractor shall submit a written report to the court, the community program director of the county or region of commitment, and the DSH Contract Manager and/or their designee concerning the Patient Inmate's progress toward recovery of trial competence within 90 days of a commitment. The report shall include a description of any antipsychotic medication administered to the Patient Inmate and its effects and side effects, including effects on the Patient Inmate's appearance or behavior that would affect the Patient Inmate's ability to understand the nature of the criminal proceedings or to assist counsel in the conduct of a defense in a reasonable manner.
- ii. Contractor shall verbally report any escape within 24 hours to the court that made the commitment, the prosecutor in the case, the Department of Justice, and the DSH Contract Manager and/or their designee, with a written report to follow within five business days.
- iii. Contractor shall report via phone or email to the DSH Contract Manager and/or their designee when a Patient Inmate who is currently receiving treatment in the JBCT program is involved in a Serious Incident. "Serious Incidents" shall include, but not be limited to, causing serious harm to self or others and committing a new felony offense, and are defined more specifically in the Manual. Such reporting shall take place within 24 hours of the Serious Incident. Contractor shall respond to Serious Incidents and law enforcement issues, with coverage 24 hours per day, seven days a week, and with the capacity to arrange for or provide emergency transportation of Patient Inmates. Contractor shall maintain a Serious Incident file that is separate from the Patient Inmate record.
- iv. Contractor shall file a certificate of restoration with the court that made the commitment when the Program Director or their designee determines that the Patient Inmate has regained trial competence.

2. TREATMENT PROTOCOL

- A. JBCT is an intensive, milieu-based treatment program that quickly facilitates competency through a combination of group and individual therapy.
- B. Group therapy is central to the restoration process, and Contractor shall provide treatment daily to Patient Inmates consistent with the standards set in the Manual. Group content shall include one of the three group treatment domains: *competency education, understanding and management of mental illness, and mental/social stimulation*. Many group topics can be assimilated into the groupings, e.g., mock trial, music-based competency treatment, etc.
- C. Contractor shall provide individual daily contacts each business day with each Patient Inmate. These may be brief encounters provided by clinicians or paraprofessionals that aid in building rapport and ensuring that patients are not in crisis.
- D. Contractor will provide individual sessions to each Patient Inmate at least weekly. Individual sessions may be used to provide additional support to augment concepts or strategies discussed in group

treatment, discussion of key legal elements of the individual's case that may be too sensitive for group discussion, or individualized therapeutic approaches to mitigating the symptoms impeding trial competence or that contribute to high risk behaviors. Case specific competency issues can best be addressed individually, e.g., a Patient Inmate understands court proceedings generally but struggles to apply the knowledge to their individual case.

- E. Contractor's psychiatrist shall see each Patient Inmate weekly. A psychiatric assessment is a component of the admission process, and more frequent appointments shall be available as needed.
- F. Together on a weekly basis, the multi-disciplinary treatment team shall review each patient's progress towards restoration of trial competency and clinical progress more generally, as well as to complete initial and revised individualized treatment plans, as described in the Manual.

3. SAMPLE JAIL BASED COMPETENCY TREATMENT GROUP THERAPY SCHEDULE

	<i>Monday</i>	<i>Tuesday</i>	<i>Wednesday</i>	<i>Thursday</i>	<i>Friday</i>
0800-0850	Staff Member 1: Therapeutic Movement	Staff Member 2: Wake-up Activity	Staff Member 2: Wake-up Activity	Staff Member 2: Wake-up Activity	Staff Member 3: JBCT Incentive Store
0900-0950	Staff Member 3: Wellness Education	Staff Member 4: My Life, My Choice	Staff Member 2: Arts & Crafts	Staff Member 4: What Would You Do?	Deputy: Activity of Daily Living Groups
1000-1050	Staff Member 5: Current Events	Staff Member 3: Wellness Education	Staff Member 2: Life Skills	Staff Member 3: Wellness Education	
	Staff Member 6: Competency Education	Staff Member 2: Life Skills	Staff Member 3: Wellness Education	Staff Member 2: Table Games	
1100-1150	<i>Lunch</i>	<i>Lunch</i>	Treatment Team Meeting: Grand Rounds	<i>Lunch</i>	<i>Lunch</i>
1200-1250	Individual Contacts	Staff Member 2: Brain Fitness	<i>Lunch</i>	Staff Member 2: Brain Fitness	Individual Contacts
1300-1350	Staff Member 6: Competency Education	Staff Member 4: Court Activity		Staff Member 4: Competency Education	Staff Member 4: My Life, My Choice
	Staff Member 2: Table Games		Staff Member 7: Working with Your Attorney	Individual Contacts	
1400-1450	Staff Member 5: Trivia Challenge	Individual Contacts	Individual Contacts		Individual Contacts
1500-1530	Individual Contacts	Chaplain: Bible Study		Individual Contacts	

4. JAIL BASED COMPETENCY TREATMENT STAFFING MODEL:

PHASE I (January 1, 2024 through May 31, 2024)

Number of Beds	25 Beds
Treatment Team Staffing*	Program Director – 1.0 Psychiatrist PT – 0.4 Psychologist PT – 0.5 Psych Tech – 0.4 Registered Nurse – 0.6 Master’s Level Clinician – 2.0 Recreational Therapist – 0.4 Psychologist FT – 1.0
Administrative Staff*	Administrative Assistant – 1.0
Custodial Staff*	Correctional Deputy – 2.0
<i>*Number of positions reflect full-time equivalent (FTE) values</i>	

PHASE II as of June 1, 2024

Number of Beds	36 Beds
Treatment Team Staffing*	Program Director – 1.0 Psychiatrist PT – 0.75 Psychologist – 1.0 Psych Tech – 1.0 Registered Nurse – 0.8 Master’s Level Clinician – 1.0 Competency Trainer – 2.0 Lead Psychologist – 1.0 Lead Clinician – 1.0
Additional Treatment Team Staffing**	Psychiatrist PRN – 0.25
Administrative Staff*	Administrative Assistant – 1.0
Custodial Staff*	Correctional Deputy – 3.0
<i>*Number of positions reflect full-time equivalent (FTE) values</i>	
<i>**Staff available on an as-needed basis.</i>	

EXHIBIT B
BUDGET DETAIL AND PAYMENT PROVISIONS

1. INVOICING AND PAYMENT:

- A. Contractor shall submit all invoices not more frequently than monthly in arrears.
- B. For services satisfactorily rendered, upon the first Patient Inmate admission 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.
- C. Contractor shall submit invoices for any and all program replenishment costs associated with and pertaining to the items in Exhibit A. Scope of Work, Section 5, "Program Replenishment Funds." The total program replenishment costs invoiced shall not exceed \$10,200 annually.
- D. Contractor shall submit invoices for any and all program refurbishment costs associated with and pertaining to the items in Exhibit A. Scope of Work, Section 6, "Program Refurbishment Funds" within 24 months from the contract start date. The total program refurbishment costs invoiced shall not exceed \$362,000.
- E. The DSH is not responsible for services performed by Contractor outside of this Agreement, nor 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 goods or services if Contractor received 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
Attention: Accounting Office
1215 O Street, MS-2
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
 - vi. Written proof of DSH's approval as required by this Agreement for those services requiring pre-approval.
 - vii. Back up documentation/details as described in Exhibit B Section 5 (B, C, G, H, and I), when applicable)

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 (FY) 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 FY's, should funds not be appropriated by Congress or approved by the Legislature for the FY in which the Agreement was entered into, and/or any subsequent years covered under this Agreement, 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 \$31,734,621.67 at rates listed in this Agreement.
- B. Upon contract execution as well as receipt and approval of the submitted invoices, the DSH shall compensate Contractor for program replenishment costs that shall not exceed \$10,200 annually.
- C. Upon contract execution as well as receipt and approval of the submitted invoices, the DSH shall compensate Contractor for program refurbishment costs that shall not exceed \$362,000.
- D. Effective January 1, 2024 through May 31, 2024, during Phase I of inmate admissions, upon the first Patient Inmate admission, the per diem rate shall be \$445.45 per bed, totaling \$11,136.25 for all 25 *Allocated Beds*. Upon invoicing, Contractor shall clearly identify the number of days in the month that services were provided.
- E. Effective June 1, 2024 through December 31, 2028, during Phase II of inmate admissions, upon the first Patient Inmate admission, the per diem rate shall be \$469.05 per bed, totaling \$16,885.80 per day for all 36 *Allocated Beds*. Upon invoicing, Contractor shall clearly identify the number of days in the month that services were provided.
- F. Beginning 90 days from the first Patient Inmate admission, if, over the course of each quarter period during the term of this Agreement, a 90 percent occupancy rate is not maintained, the DSH and Contractor shall execute an amendment to this Agreement upon jointly developing a plan. This plan shall ensure the 90 percent occupancy rate requirement is reliably met, including the addition or introduction of Patient Inmates from other counties to efficiently use the bed space. Should another mutually agreeable plan not be identified within a reasonable time period as determined by DSH, the default plan will be to amend the contract to reduce the minimum number of beds provided and the budget amount accordingly. This provision shall correspond to the standard quarter periods commencing annually on July 1.
- G. In addition to the per diem rate, the DSH shall compensate Contractor for prescribed non-formulary injectable psychotropic medication, e.g. Invega Sustenna®, costs based on actual usage when medically necessary, which shall not exceed \$100,000.00 annually (Maximum Annual Medication Budget). Upon invoicing, Contractor shall clearly identify the cost per 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 Maximum Annual Medication Budget, Contractor shall notify the DSH Contract Manager and the DSH will execute a contract amendment to this Agreement in order to increase the Maximum Annual Medication Budget, contingent upon the availability of sufficient funds.
- H. In addition to the per diem rate, the DSH shall compensate Contractor for in-person translation services on an as-needed basis to assist patients with evaluations and treatment needs. Costs shall be based on actual usage which shall not exceed \$9,000 annually. Upon invoicing, Contractor shall clearly identify the Patient Inmate's name(s) that received translation services and the cost per translation service for each Patient Inmate that received the translation services during the month that services were provided. If Contractor anticipates exceeding the annual total, Contractor shall notify the DSH Contract Manager and the DSH will execute a contract amendment to this Agreement in order to increase the annual amount for translation services, contingent upon the availability of sufficient funds.

- I. Contractor shall be reimbursed for the Psychiatrist PRN at the rate of \$384.34 per hour, which shall not exceed \$172,952.00 annually.
- J. Regional Meetings and Forensic Trainings:
- i. Contractor and its subcontractors shall be reimbursed for the travel expenses associated with DSH required meetings and/or trainings as outlined in the Scope of Work. Travel expenses shall not exceed \$1,500.00 annually.
- ii. Travel reimbursement rates shall be calculated in accordance with the California Department of Human Resources (CalHR) Rules (Cal. Code of Regs., Title 2 §§ 599.615 - 599.638.1) for non-represented employees, and are subject to the following provisions:
- 1) Travel must be pre-approved by the DSH Contract Manager. Invitation to attend from the DSH Contract Manager shall serve as pre-approval.
 - 2) Travel shall be at the least expensive method available.
 - 3) Contractor shall be reimbursed for actual expenses, up to the maximum prescribed in the aforementioned CalHR Rules. When determining method of travel, Contractor shall select the option that is the lowest cost to the State when seeking reimbursement for travel.
 - 4) Contractor must submit an originally signed Travel Expense Claim (TEC) form (STD. 262) with their invoice, and with original receipts, for each instance of expenses for meals, parking, and personal vehicle mileage reimbursement. A copy of MapQuest or equivalent is required for mileage claims. All TECs must be approved by the DSH Contract Manager in writing.
 - 5) The time an individual leaves their office or residence and returns to their office or residence shall be used in calculating per diem allowances. All TECs must specify these times in order to be processed for payment.
- Contractor must retain copies of all TECs and receipts for at least three years from the final payment of this Agreement in case of an audit. For an overview of CalHR's travel reimbursement program, visit <http://www.calhr.ca.gov/employees/pages/travel-reimbursements.aspx>. For specific questions regarding which travel expenses are reimbursable, contact the DSH Contract Manager
- K. 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 actually rendered.
- L. Contractor must submit all invoices within a reasonable time, but no later than twelve (12) months from the date that services were provided. If Contractor fails to provide invoices within twelve (12) months of the date services are rendered, the DSH may elect to reject the invoices for payment as untimely and Contractor shall be deemed to have waived any right to payment of the late invoices.

**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, MS-2
 Sacramento, CA 95814

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

Allocated – 25 Bed Maximum				
Per Diem Rate*		Days in Treatment		Total for [insert month being invoiced]
\$11,136.25	X	[Insert number of days in the month being invoiced]	=	\$ _____

**Per Diem Rate of \$445.45 Per Bed*

Invoice Total for [insert month being invoiced]:	\$ _____
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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-1
SAMPLE INVOICE**

SAMPLE LINE ITEM INVOICE

DATE	INVOICE #

Department of State Hospitals
 Attention: Accounting Office
 1215 O Street, MS-2
 Sacramento, CA 95814

PERIOD OF SERVICE	AGREEMENT #

Invega Sustenna® Prescribed Non-Formulary Injectable Psychotropic Medication (Not to Exceed \$100,000.00 Annually)				
Cost Per Injection		Total Patient Inmates	Patient Inmate	Total for Month 2024
SUBTOTAL				\$0.00

Translation Services Provided				
Cost Per Hour	Date	Hours	Patient Inmate	Total for Month 2024
SUBTOTAL				\$0.00

Psychiatrist PRN				
Cost Per Hour	Date	Hours	Patient Inmate	Total for Month 2024
SUBTOTAL				\$0.00

Replenishment		
Purchase Date	Item/Description	Total for Month 2024
SUBTOTAL		\$0.00

GRAND TOTAL	\$0.00
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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. The 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, in writing, with thirty (30) 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. SECURITY CLEARANCE/FINGERPRINTING/TUBERCULIN SKIN TESTING:

- A. DSH reserves the right to conduct fingerprinting, drug testing, and/or security clearance through the Department of Justice, Bureau of Criminal Identification and Information (BCII), prior to award and at any time during the term of the Agreement, in order to permit Contractor, their personnel, subcontractors, and other service providers through this Agreement access to State premises. DSH further reserves the right to terminate this Agreement should a threat to security be determined.
- B. At the sole discretion of DSH, and in accordance with each facility's Infection Control Policy, Contractor, their personnel, subcontractors, and anyone else affiliated with this Agreement providing services may be required to provide DSH with Tuberculin (TB) test results. These test results shall indicate completion of the two-step TB testing process using the Mantoux method. The first step is a tuberculin skin test (TST) completed within the last 12 months prior to the date the tested person is to provide services to a DSH facility. The second step is a TST which must be completed within the 30 days prior to the date the tested person is to provide services to a DSH facility, unless otherwise specified.
- C. If both of the documented results of the TST provided $\leq 0-9$ /mm of induration, then the tested person may be cleared to provide services. However, if the documented result of the TST is ≥ 10 /mm of induration, then they shall be subject to additional testing and/or clearances before he or she is allowed to work at a DSH facility.
- D. DSH reserves the right, in its sole and absolute discretion, to take measures to minimize the transmission of influenza. Contractor, their personnel, subcontractors, and other service providers through this Agreement may be required to either a) show written proof that they have received an influenza vaccine, or b) complete an Influenza Declination Form, which will be provided upon request. In addition, all non-vaccinated providers may be required to wear a mask. In its sole and absolute discretion, DSH may elect to provide free influenza vaccines to Contractor, their personnel, subcontractors, and other service providers through this Agreement.

26. 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.

27. 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.

28. GENERATIVE ARTIFICIAL INTELLIGENCE (GenAI):

- A. The State of California seeks to realize the potential benefits of GenAI, through the development and deployment of GenAI tools, while balancing the risks of these new technologies.
- B. Bidders/Offerors must notify the State in writing if their solution or service includes, or makes available, any GenAI technology, including GenAI from third parties or subcontractors.
- C. The State has developed a [GenAI Disclosure & Factsheet](#) to be completed by the Bidder/Offeror.
- D. Failure to disclose GenAI to the State and submit the GenAI Disclosure & Factsheet will result in disqualification of the Bidder/Offeror and may void any resulting contract. The State reserves its right to seek any and all relief it may be entitled to as a result of such non-disclosure.

Upon receipt of a Bidder/Offeror GenAI Disclosure & Factsheet the state reserves the right to incorporate GenAI Special Provisions into the final contract or reject bids/offers that present an unacceptable level of risk to the state.

EXHIBIT E

CONFIDENTIALITY AND INFORMATION SECURITY PROVISIONS

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: DSHSacLegalPrivacy@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

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.