1. This Agreement is entered into between the County of Yolo and **California Forensic Medical Group, Inc.** (Contractor")

2. The Term of this Agreement is: **December 1, 2016 through June 30, 2019,** unless sooner terminated as provided in this Agreement. This Agreement may be extended upon written agreement of the Yolo County Health and Human Services Agency Director, and/or her/his designee, and an authorized representative of Contractor for two additional 12 month periods.

3. Subject to CPI escalation as set forth below, the maximum amount of this Agreement is up to **$1,563,402** for the term of the Agreement, up to $305,996 for Year 1 (December 1, 2016 – June 30, 2017), up to $619,412 for Year 2 (July 1, 2017 - June 30, 2018) and up to $637,994 for Year 3 (July 1, 2018 - June 30, 2019).

4. CPI Escalation
The base yearly amount is $607,267, prorated in Year 1 based on a 7 month term. The maximum amount payable yearly for Year 2 and Year 3 shall be the base yearly amount, plus an annual increase in an amount equal to the percentage change in the CPI (all West Urban Consumers) medical services index March of the past year to March of the current year, not to exceed 2% in Year 2 and 3% in Year 3. Any CPI escalation for Year 3 will be based on the base yearly amount for Year 2, plus any previously-applied CPI escalation.

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

Exhibit A – Scope of Work
Exhibit B – Budget Detail and Payment Provision
Exhibit C – Special Terms and Conditions
Exhibit C-1 Child and Adult Abuse Certification
Exhibit C-2 Business Associate Agreement
Exhibit D – General Terms and Conditions

This Agreement is made on November 22, 2016.

CALIFORNIA FORENSIC MEDICAL GROUP, INC.

By: _____
Raymond Hern, M.D., President
2511 Garden Road, Suite A160
Monterey, CA 93940

Approved as to form:
Philip J. Pogledich, County Counsel

By: _____
Carrie Scarlata, Asst. County Counsel

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

By: _____
Jim Provenza, Chair
625 Court Street
Woodland, CA 95695

By: _____
Karen Larsen, Director
Health and Human Services Agency

Attest:
By: _____
Julie Dachtler, Deputy Clerk Board of Supervisors

Board of Supervisors

**EXHIBIT A**
**SCOPE OF SERVICES**

Contractor agrees to provide the services requested by County in its Request for Proposal Jail and Juvenile Detention Facility Comprehensive Behavioral Health Services ("RFP") and as set forth in Contractor's proposal dated January 20, 2016 ("Proposal"), both of which are incorporated into this Agreement by this reference. "Facility" is defined as Yolo County Sheriff's Jail facilities and Yolo County Probation Department's Juvenile Detention Facility together.

More specifically, Contractor will perform the work activities set forth below.

## I. CONTRACTOR SHALL BE RESPONSIBLE FOR THE FOLLOWING SERVICES AT THE YOLO COUNTY JAIL FACILITIES

### A. TARGET POPULATION AND SERVICES LOCATIONS

Adult detainees of the Yolo County Sheriff's Office who are incarcerated in the Yolo County Jail facilities located at the Monroe Facility and Leinberger Center, 140A Tony Diaz Drive, Woodland, CA 95776.

### B. GENERAL SERVICE REQUIREMENTS:

1. Fulfill all requirements set forth in this Agreement, the RFP and the Proposal.

2. Provide quality and cost-effective comprehensive behavioral health services in a manner that is respectful of the detainees' rights to basic behavioral health care.

3. Include contingencies for serving detainees who may need emergency services or who have an urgent condition.

    a. All health care team members will be familiar with the:

        1) Names, addresses and telephone numbers of on-call medical personnel, ambulance company and local hospitals.

        2) Common emergencies that may occur in the Yolo County Detention facilities.

        3) Appropriate first aid procedures necessary to treat detainees.

    b. If a medical emergency is reported, the on-site healthcare team will respond immediately with the appropriate equipment to assess the detainee's condition and determine the course of treatment.

    c. If in the opinion of health services staff, the patient requires treatment that is beyond on-site capabilities, staff will notify the watch commander. Health services staff will notify custody staff if ambulance transportation is needed and will work collaboratively with custody staff to determine best level of care.

    d. Detainees awaiting emergency transfer will be under constant supervision by health services staff or health trained custody staff. The receiving facility will be notified and a CFMG referral form will accompany the detainee.

4. Contractor shall have a behavioral health professional on-call, 24 hours per day, seven days per week for

the jail facilities. The behavioral health professional will evaluate and treat detainees as required.

5. Contractor's healthcare team will communicate with hospital social services to provide information that might be helpful with enrolling the detainee/patient in health care coverage when hospitalized for more than 23 hours.

6. Be available as needed 24 hours a day, seven days a week.

7. Develop and implement a behavioral health services program with clear objectives, policies, procedures and with a process for documenting ongoing achievement of contract obligations.

8. Utilize appropriate behavioral health service personnel, in accordance with their scope of practice, and who are licensed and/or certified as required in California.

9. Provide administrative leadership that provides for both cost accountability and responsiveness to the contract administrator.

10. Assure that state, federal, and community requirements and standards of care are met, including but not limited to, California Administrative Code Title 15, Division 1, Subchapter 4, Minimum Standards, for Local Detention Facilities.

11. Ensure that Institute for Medical Quality (IMQ) accreditation for the jail facilities is maintained and be responsible for any accreditation costs.

12. Provide annual continuing education to custody and behavioral health care staff, with the number of hours and topics as requested by County.

13. Develop and chair the jail suicide prevention committee; committee shall include but not be limited to, the County Mental Health Director and key community partners.

14. Not include any research projects involving detainees, other than projects limited to the use of information from records compiled in the ordinary delivery of patient care activities.

15. Assure that state, federal, and community requirements and standards of care are met, including but not limited to Code of Federal Regulations, Title 28, Part 115, Prison Rape Elimination Act National Standards as published currently and as it may be updated from time to time during the term of this Agreement. The authoritative informational resource is at www.ecfr.gov.

**C. CARE AND TREATMENT REQUIREMENTS:**

1. Provide 24 hour/day emergency behavioral health services including but not limited to on-site emergencies, acute hospital services and transportation.

2. Provide behavioral health care services in accordance with California Mental Health Laws and Regulations and Title 9, Rehabilitative and Developmental Services.

3. Contractor and Yolo County will work together to find psychiatric beds when needed.

4. Medically necessary diagnostic services including, but not limited to, laboratory, electrocardiogram (EKG), diagnostic imaging and managing mental health.

5. Contractor shall develop an initial behavioral health screening process/questionnaire for use by custody staff in booking detainees that meets State and County requirements and timelines. The screening process should provide for early detection and initiation of proper treatment for detainees requiring behavioral health care and to establish behavioral health clearance criteria before admittance to the Facility.

6. Custody staff trained by Contractor will perform initial behavioral health screenings on all detainees immediately upon arrival, using the intake process/questionnaire developed by Contractor.

7. **Assessments**. Within timelines that meet or exceed current Title 15 requirements, Contractor shall conduct face-to-face mental health assessments for new detainees that screen positive for health and/or substance use risk. Mental health assessments shall be conducted by qualified mental health professionals in a structured interview format that includes completion of a mental status exam, brief psychological history, initiating procurement of treatment records, determination of diagnosis, mental stability, risk factors (including suicide and homicidal thoughts), development of treatment and discharge plan, and referral to the psychiatrist or a licensed mental health provider. This process includes initiating contact with outside community providers and engaging in discussions on treatment options once the inmate is released. In conducting assessments, Contractor shall:

   a. Document all mental health issues in the detainee's medical record in accordance to Title 15.

   b. Utilize standardized assessment tools mutually agreed upon and approved by County and which include risk assessments and suicide screenings. Contractor will observe and query new detainees for signs or presence and history of mental illness, including inquiries into history of:

      1) psychiatric hospitalization and outpatient treatment
      2) suicidal behavior
      3) violent behavior
      4) victimization
      5) special education placement
      6) cerebral trauma or seizures
      7) sex offenses or sexual abuse
      8) the current status of:
         i. psychotropic medications
         ii. suicidal ideation
         iii. drug or alcohol use
         iv. orientation to person, place, and time
         v. emotional response or adjustment to incarceration
      9) screening for intellectual functioning (i.e., mental retardation, developmental disability, learning disability).

   c. Conduct psychiatric evaluations using qualified, licensed psychiatrists in a structured interview format that includes a comprehensive psychiatric history, social history, medical history, and mental status examination.

   d. Complete psychiatric evaluations prior to initially prescribing psychotropic medications and order required laboratory tests as appropriate.

   e. Provide psychiatric evaluation by a qualified, licensed psychiatrist for all detainees who come into custody on prescribed medications or that have a history of severe mental illness within 7 days of admission.

f. Contractor will bridge all verified psychotropic medications for up to 7 days, and will make every effort to consult with detainee's outside treating psychiatrist before changing medications.

g. Provide appropriate follow-up medication evaluations until the detainee is stable. Once the detainee is stable, the psychiatrist will schedule a follow up appointment at least every 90 days.

h. Administer, as follow-up, an Abnormal Involuntary Movement Scale (AIMS) test every six months for detainees receiving anti-psychotic medications

i. For those detainees placed in administrative segregation, Contractor will perform an initial health screening, and then evaluate the detainee a minimum of three times per week to assess their physical and mental status and subsequently perform another screening every 30 days. Evaluation will include:

   1) notation of any bruises or self-inflected injuries; and
   2) comments on the inmate's general attitude and outlook.

j. Upon notification that a detainee is being placed in segregation, mental health staff will promptly evaluate the detainee to determine if his/her mental health condition contraindicates placement in segregation.

6. **Treatment:** Qualified health services staff will develop written individualized treatment plans for detainees requiring close supervision, including chronic and convalescent care, and will include directions to mental health services and other staff regarding their roles in the care and supervision of detainees. A treatment plan is a series of written statements which specify the particular course of treatment plan can be included in plan portion of S.O.A.P. charting. Contractor will:

   a. Develop treatment plans for detainees with mental health conditions identified during intake screening, assessment and evaluation or returning to the facilities from off-site hospitalization.

   b. Make necessary referrals by the physician who will be responsible for developing and documenting an individualized plan of treatment.

   c. Include housing, dietary medication, observation and monitoring, and follow-up referral and/or evaluation as appropriate in treatment plans.

   d. Inform the Jail Administration of all aspects of the treatment plan which include custody staff, e.g. housing, observation, transportation, etc.

   e. Provide services to address long-term behavioral health care of detainees and the changing needs of the jail population.

   f. Provide pharmacy services consistent with all applicable state and federal laws and regulations, monitored by a licensed, qualified pharmacist. Contractor will consult with County staff regarding formulary and any proposed changes.

   g. Develop and provide a defined program for identifying and meeting the special behavioral health needs of the female population, e.g., pregnancy, lactating mothers, postpartum depression, etc.

   h. Provide prenatal and postnatal care in accordance with the treatment plan established by the OB/GYN specialist.

i. Routine medical and mental health conditions, will be managed by on-site providers as appropriate.

j. Provide pregnant detainees who are booked and addicted to opiates treatment as follows:

1) If the detainee is currently on methadone, the methadone treatment facility will be contacted for continued maintenance.
2) If the detainee is addicted to opiates and not currently on methadone, she will be seen by the physician who will develop a plan for maintenance or detoxification.

k. Coordinate transportation to schedule all off-site behavioral health appointments. Contractor will:

1) Provide for all emergency transportation; and,
2) Stabilize and arrange for transfer to an appropriate off-site facility.

7. **Discharge Planning.** Support for a continuum of care philosophy for the transition of detainee from in-custody mental health services to out-of-custody services, e.g., conversing with applicable County out-of-custody vendors to ensure referrals are made and a summary of case notes is transferred. Contractor will:

a. Initiate contact with outside community providers and engage in discussions on treatment options in preparation of detainee's release from custody.

b. Provide a release plan for detainees with ongoing mental health conditions to:

1) Ensure referrals are made and a summary of case notes transferred; and

2) Conduct release planning for ongoing medical conditions, including a prescription for 14 days of medication, as medically necessary, for all detainees under treatment at time of release, to assure continuity of care in accordance with all applicable laws, regulations and rules.

8. **In-custody Programming**. Contractor shall provide clinical cognitive behavioral services targeting criminogenic needs of offender population such as anti-social cognitions, anti-social companions, substance abuse, lack of empathy and impulsive behavior treatment in group and individual settings. Such treatment must conform to evidence based/promising practices. Programming shall include the following:

a. Engage and maintain treatment services including evidence-based individual therapy, 1:1 supportive follow ups, group therapies, and recreational therapies.

b. Cover topics related to: substance abuse issues, relapse prevention, trauma and conflict, learning better affect regulation, anger management, challenging criminal thinking, sexual violence and delinquency.

c. Any use of 1:1 supportive therapy beyond crisis intervention or stabilization based on an assessment for the need for individual therapy and provide documentation and justification in an Individualized Treatment Plan. Individual and group treatment approach is as follows:

1) Individual Treatment Modality:

a) 1:1 supportive contact or individual therapy
b) 20-45 minutes brief intervention or psychotherapy with documented goals of symptom

reduction

c) Face-to-face contact with higher functioning, adjustment issues, depression or severely/chronic mentally ill, unstable individuals, and low functioning individuals to check progress, baseline behavior, symptom monitoring, determination of degree of services needed per acuity profile.

2) Group Treatment Modality:

a) Two times per week
b) Psychoeducational, Process, Interpersonal
c) Topic specific, diagnosis specific, or therapeutic activity specific:
   i. Goals for symptom reduction
   ii. Specified length of time
   iii. Membership
   iv. Audiovisual/interactive
   v. Discussion
   vi. Development of alternative coping strategies
d) Specified topic(s) include:
   i. Anger Management
   ii. Sexual Violence
   iii. Stress Reduction
   iv. Interpersonal Skills Building
   v. Criminal Thinking
   vi. Life Skills

9. **Higher Level of Support**. Contractor will provide intensive behavioral and clinical support to detainees in acute distress or detainees who need higher level services and support. The severity of a detainee's condition and the persistence of his or her mental illness will be addressed with the goal of stabilizing symptoms and improving functionality within the jail.

a) Services will include:

1) stabilization on medications
2) crisis intervention services
3) Individual therapy or 1:1 supportive contact
4) Inmate Behavior Management
5) Evidence –based group therapy
6) Individual treatment plans
7) Mental health record and case reviews
8) Response to inmate referral and inmate requests
9) Discharge and aftercare Planning
10) Intervention for medication non-compliance
11) Participation in socialization groups and structured out of cell activities

b) Contractor shall provide evidence-based, trauma-informed and gender specific Group and Individual Therapy Programming.

c) On-duty mental health staff will provide on-going 1:1 supportive contact or individual therapy as indicated for long-term support and management of symptoms.

d) Implement the Inmate Socialization Program to deliver specific support to mentally-ill detainees.

e) The Inmate Socialization Program will assist developing socialization skills for mentally-ill detainees through interactive contact with counseling staff, using a number of different modalities customized to the parameters of the detainee group characteristic. The goals of the Inmate Socialization Program include:

1) Stabilizing mentally-ill detainees by providing them with a safe, supervised setting for social interactions;
2) Enhance skills that will allow detainees to succeed in a community setting;
3) Diminish social isolation;
4) Develop coping skills for the stress of the incarcerated setting; Improve communication skills and cooperation between inmates and custody staff.

f) Contractor shall coordinate with other providers in the facility and community providing services to detainees, i.e., substance abuse treatment.

g) Contractor shall provide intensive behavioral and/or clinical support when adult detainee is in an acute state of distress or needs of adult detainee indicates a higher level of support. Services will include assessment, rehabilitation, case management, therapy and plan development.

h) Contractor shall develop a Suicide Prevention Program to meet the guidelines outlined below. Program shall be implemented program by January 1, 2017.

1) Utilize IMQ standards.
2) Ensure processes are in place so there are clear, effective avenues of communication between mental health, medical, custody and jail administration staff in the event an inmate is a suicide risk.
3) Include provisions for intervention, notification, reporting, review, and critical incident debriefing.

i) During the initial intake screening, health assessment or any encounter, a detainee will be referred to a Mental Health Provider (MHP) for intervention if any of the following are present:

1) Severe agitation, signs and symptoms suggestive of self-harm or potential harm to others;
2) Symptoms of psychosis;
3) Suicidal thoughts or behaviors; and
4) Severe mood instability.

j) Contractor will work collaboratively with jail staff when a detainee is placed on suicide watch, making certain that all treatment needs are addressed and outside transfer to a facility is considered especially for severely unstable or mentally-ill detainees.

k) Contractor will notify County immediately in cases of suicide attempt or completion.

l) A mental health professional will see all detainees placed on suicide watch as frequently as required by Title 15.

m) When a detainee is stable and ready for release from suicide watch, Contractor will work with custody staff to determine appropriate housing that may include a "stepdown" or "transitionary" unit, as clinically indicated, to slowly acclimate the inmate safely back into the general population.

n) Contractor will document all suicide attempts and completions and submit to the QA committee for review. Completed suicides will be reviewed in accordance with established County procedures regarding detainee deaths.

o) Contractor's suicide prevention program will incorporate the cooperative efforts of custody, mental health, and health services staff.

p) All custody and health services staff will be oriented to the Suicide Prevention Plan, trained and guided throughout implementation. Copies of the plan will be available to all staff.

**D. PERSONNEL REQUIREMENTS** – CONTRACTOR SHALL provide staffing as noted in the Plan below and as otherwise set forth in greater specificity in Exhibit C:

1.

| Yolo County HHSA<br>Behavioral Health Staffing Plan - Jail Facilities | | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|
| Position | Scheduled Hours | | | | | | | Total Hours | FTEs | Facility |
| | SUN | MON | TUE | WED | THU | FRI | SAT | | | |
| **Day Shift** | | | | | | | | | | |
| PSYCH RN, MFT or LCSW | 8.00 | 8.00 | 8.00 | 8.00 | 8.00 | 8.00 | 8.00 | 56.00 | 1.40 | Jail |
| **Evening Shift** | | | | | | | | | | |
| PSYCH RN, MFT or LCSW | | 8.00 | 8.00 | 8.00 | 8.00 | 8.00 | | 40.00 | 1.00 | Jail |
| Total Non-Providers | | | | | | | | 96.00 | 2.40 | |
| **Psychiatrists and Other Providers** | | | | | | | | | | |
| Psychiatrist | 16 hrs per week TBD | | | | | | | 16.00 | 0.40 | Jail |
| Psychiatrist On-Call | 24 hrs per day, 7 days per week | | | | | | | | | All |
| Total Providers | | | | | | | | 16.00 | 0.40 | |

2. 16 hours per week staffing will be provided by a psychiatrist in person unless County and Contractor mutually agree to alternative staffing and methods for the provision of psychiatric services.

## II. CONTRACTOR SHALL BE RESPONSIBLE FOR THE FOLLOWING SERVICES AT THE YOLO COUNTY JUVENILE DETENTION FACILITY (JDF)

**A. TARGET POPULATION AND SERVICES LOCATION:** Youth of the Yolo County Probation Department who are incarcerated in the Juvenile Detention Facility, Yolo County Juvenile Hall, 2880 E. Gibson Road, Woodland, CA 95776

**B. GENERAL SERVICE REQUIREMENTS**

1. Fulfill all requirements set forth in this Agreement.

2. Include quality and cost-effective comprehensive behavioral services that operate in a manner that is respectful of the youth's rights to basic mental health care.

3. Include contingencies for serving youth who may need emergency services or who have an urgent condition.

a. All health care team members will be familiar with the:

1) Names, addresses and telephone numbers of on-call medical personnel, ambulance company and local hospitals.

2) Common emergencies that may occur in the JDF.

3) Appropriate first aid procedures necessary to treat youth.

b. If a medical emergency is reported, the on-site healthcare team will respond immediately with the appropriate equipment to assess the youth's condition and determine the course of treatment.

c. If in the opinion of health services staff, the patient requires treatment that is beyond on-site capabilities, he/she will notify the watch commander to request and specify mode of transportation (e.g., ambulance or patrol car).

d. Youth awaiting emergency transfer will be under constant supervision by health services staff or health trained custody staff. The receiving facility will be notified and a CFMG referral form will accompany the detainee.

4. Contractor shall have a Behavioral Health professional on-call, 24 hours per day, seven days per week for the Juvenile Detention Facility. Behavioral Health professional will evaluate and treat youth as required.

5. Contractor healthcare team will communicate with hospital social services to provide information that might be helpful with enrolling the youth/patient in health care coverage when hospitalized for more than 23 hours.

6. Develop and implement a behavioral health services program with clear objectives, policies, procedures and with a process for documenting ongoing achievement of contract obligations.

7. Utilize appropriate behavioral health service personnel, in accordance with their scope of practice, who are certified and licensed as required in California.

8. Provide administrative leadership that provides for both cost accountability and responsiveness to the contract administrator.

9. Assure that state, federal, and community requirements and standards of care are met, including but not limited to:

b. California Code of Regulations, Title 15, Division 1, Chapter 1, Subchapter 5, Minimum Standards for Juvenile Halls as published at www.oal.ca.gov/ccr.htm and as it may be updated from time to time during the term of this Agreement. Contractor shall perform all duties of the health administrator specified in this subchapter.

c. Code of Federal Regulations, Title 28, Part 115, Prison Rape Elimination Act National Standards as published currently and as it may be updated from time to time during the term of this Agreement. The authoritative informational resource is at www.ecfr.gov.

15. Ensure that IMQ accreditation for the juvenile facility is maintained and be responsible for any accreditation costs.

16. Provide continuing education for custody and behavioral health care staff as determined by County and at

minimum annually, including signs and symptoms of mental illness, suicide warning signs, and techniques for de-escalation of behavioral and mental health crises; ~~See attachment X for list of annual trainings required.~~ CS

17. Develop and chair the JDF suicide prevention committee; committee shall include but not be limited to, the County Mental Health Director and key community partners.

18. Not include any research projects involving youth, other than projects limited to the use of information from records compiled in the ordinary delivery of patient care activities.

19. At all times meet staffing levels in compliance with Title 15 and the specifications set for in this Agreement and any subsequent Agreement, or reimburse County for all expenses incurred by County in providing services that are Contractor's responsibility and for penalty fees if the staff positions remain vacant for longer than 14 days. Employees filling in for vacant positions or absences shall be at an equal or higher level of licensure and shall be competent to perform all aspects of the assignment.

**C. CARE AND TREATMENT REQUIREMENTS** – CONTRACTOR SHALL PROVIDE:

1. 24 hour/day emergency behavioral health services including but not limited to on-site emergencies, acute hospital services and transportation.

2. Behavioral health standardized procedures in accordance with Mental Health Laws and Regulations and Title 9, Rehabilitative and Developmental Services.

3. Contractor and Yolo County will work together to find psychiatric beds when needed.

4. Medically necessary diagnostic services including, but not limited to, laboratory, electrocardiogram (EKG), diagnostic imaging and managing mental health.

5. **Screening:** Contractor shall develop an initial behavioral health screening process/questionnaire to be used by custody staff for all youths at booking, utilizing standardized screening tools, approved by County, such as the Massachusetts Youth Screening Instrument (MAYSI) or similar screening tool geared for use in juvenile detention facilities.

6. **Assessment:** Within timelines that meet or exceed current Title 15 requirements, Contractor's qualified mental health professionals shall conduct mental health assessments of those youth with positive findings at screening in a structured interview format that includes completion of a mental status exam, brief psychological history, initiating procurement of treatment records, determination of diagnosis, mental stability, risk factors (including suicide and homicidal thoughts), development of treatment and discharge plan, and referral to the psychiatrist or a licensed mental health provider. This process includes initiating contact with outside community providers and engaging in discussions on treatment options once the inmate/ward is released. Contractor shall:

   a. Utilize standardized assessment tools mutually agreed upon and approved by County.

   b. Document all mental health issues in the youth's medical record in accordance with Title 15.

   c. Perform assessments using standardized tools that include risk assessments and suicide screenings. Observe and query new detainees for signs or presence and history of mental illness, including past psychiatric hospitalization and outpatient treatment, and history of:

1) suicidal behavior
2) violent behavior
3) victimization
4) special education placement
5) cerebral trauma or seizures
6) sex offenses or sexual abuse
7) psychotropic medications
8) suicidal ideation
9) drug or alcohol use
10) orientation to person, place, and time
11) emotional response or adjustment to incarceration
12) screening for intellectual functioning (i.e., mental retardation, developmental disability, learning disability).

d. Contractor will bridge all verified psychotropic medications for up to 7 days, and will make every effort to consult with detainee's outside treating psychiatrist before changing medications.

e. Initiate contact with outside community providers and engage in discussions on treatment options in preparation of youth's release from custody.

f. Develop and implement treatment plan based on assessment results.

8. **Referrals**: Once a youth is flagged or identified as having mental health issues, immediate treatment recommendations/referrals shall be initiated.

a. Contractor will make psychiatric referrals for the following:

1) Any youth determined during the initial screening process to be on psychotropic medications
2) Any youth with a known or suspected severe emotional disturbance
3) Any youth who is referred by a Mental Health Professional or Nursing staff

b. If the psychiatrist is not on-site and an emergent case arises, medications will be initiated via on-call procedures. The youth will then be seen by the Psychiatrist on next on-site clinic visit.

c. Priority and Routine Referrals: Youth will be scheduled within 48-72 hours. The Psychiatrist will counsel youth requiring psychotropic medications on potential risks and side effects, and "Consent for Medication" forms will be presented to the youth for review and signature.

9. **Evaluations:** Contractor shall:

a. Conduct psychiatric evaluations and use qualified, licensed psychiatrists in a structured interview format that includes a comprehensive psychiatric history, social history, medical history, and mental status examination.

b. Complete psychiatric evaluations prior to initially prescribing psychotropic medications. Required laboratory tests will be ordered as appropriate.

c. Provide psychiatric evaluation by a qualified, licensed psychiatrist for all youth who come in to custody on prescribed medications within 7 days of admission.

d. Provide appropriate follow-up medication evaluations until the youth is stable. Once the youth is stable, the psychiatrist will schedule a follow up appointment at least every 90 days.

e. Administer, as follow-up, an Abnormal Involuntary Movement Scale (AIMS) test every six months for youth receiving anti-psychotic medications.

10. **Youth in Room Confinement**: For youth placed in room confinement, Contractor shall:

a. Perform a mental health screening prior to placement into room confinement and subsequently perform another screening every 30 days.

b. Perform evaluation on a daily basis by health services staff and document all encounters. Evaluation will include, but not be limited to:

1) notation of any bruises or self-inflected injuries; and
2) Comments on the youth's general attitude and outlook.

c. Upon notification that a youth is being placed in room confinement, Mental Health staff will promptly evaluate the youth to determine if his/her mental health condition contraindicates placement in room confinement.

d. All youth placed in room confinement will be seen by a mental health professional on a routine basis, at least twice weekly.

e. Provide documented daily mental health observation of youth placed in room confinement in accordance with Title 15.

11. **Treatment**: Written individualized treatment plans developed by qualified health services staff for youth requiring close medical supervision and include directions to mental health services and other staff regarding their roles in the care and supervision of youth. A treatment plan is a series of written statements which specify the particular course of treatment. Plan can be included in plan portion of S.O.A.P. charting. Contractor will:

a. Develop treatment plans for youth with mental health conditions identified during intake screening, assessment and evaluation or returning to the facilities from off-site hospitalization.

b. Ensure that necessary referrals are made by the responsible physician who will be responsible for developing and documenting an individualized plan of treatment.

c. Include housing, dietary medication, observation and monitoring, and follow-up referral and/or evaluation as appropriate in treatment plans.

d. Inform the Facility Manager or his designee of all aspects of the treatment plan which include custody staff, e.g. housing, observation, transportation, etc.

e. Address long-term care of youth and the changing needs of the JDF youth population.

f. A defined program for identifying and meeting the special behavioral health needs of the female population.

g. Prenatal and postnatal care will be provided in accordance with the treatment plan established by the OB/GYN specialist.

h. Routine medical and mental health conditions will be managed by on-site providers as appropriate.

i. Pregnant youth who are booked and addicted to opiates will be treated as follows:

1) If the youth is currently on methadone, the methadone treatment facility will be contacted for continued maintenance.
2) If the youth is addicted to opiates and not currently on methadone, she will be seen by the physician who will develop a plan for maintenance or detoxification.

j. Acute care hospital services (mental health).

k. Pharmacy services consistent with all applicable state and federal laws and regulations, monitored by a licensed, qualified pharmacist. Contractor will consult with County staff regarding formulary and any proposed changes.

l. Documentation that youth are receiving and ingesting their prescribed medications.

m. Documentation and written notification of custody staff when a youth's ordered medication was not administered and the reason given.

n. Coordination with transportation to schedule all off-site behavioral health appointments. Contractor will:

a. Provide all ambulance transportation; and,

b. Stabilize and arrange for transfer to an appropriate off-site facility.

12. **Discharge Planning**:

a. Support for a continuum of care philosophy for the transition of youth from in-custody mental health services to out-of-custody services, including linking with applicable County out-of-custody vendors to ensure referrals are made and a summary of case notes is transferred.

b. A release plan for ongoing mental health conditions to:

1) Ensure referrals are made and a summary of case notes transferred; and
2) Include a prescription for 14 days of medication, as medically necessary, for all youths under treatment at time of release to assure continuity of care in accordance with all applicable laws, regulations and rules.

13. **In-custody Programming:** Contractor shall provide clinical services in group and individual settings. Such treatment must conform to leading evidence-based practices. Contractor shall:

a. Engage and maintain treatment services including evidence-based individual therapy, 1:1 supportive follow ups, group therapies, and recreational therapies.

b. Cover topics related to: substance abuse issues, relapse prevention, trauma and conflict, learning better affect regulation, anger management, challenging criminal thinking, sexual violence and delinquency.

c. Any use of 1:1 supportive therapy beyond crisis intervention or stabilization based on an assessment for the need for individual therapy and provide documentation and justification in an Individualized Treatment Plan. Individual and group treatment approach is as follows:

1) Individual Treatment Modality:

a) 1:1 supportive contact or individual therapy
b) 20-45 minutes brief intervention or psychotherapy with documented goals of symptom reduction
c) Face-to-face contact with higher functioning, adjustment issues, depression or severely/chronic mentally ill, unstable individuals, and low functioning individuals to check progress, baseline behavior, symptom monitoring, determination of degree of services needed per acuity profile.

2) Group Treatment Modality:

a) Two times per week
b) Psychoeducational, Process, Interpersonal
c) Topic specific, diagnosis specific, or therapeutic activity specific:
    1) Goals for symptom reduction
    2) Specified length of time
    3) Membership
    4) Audiovisual/interactive
    5) Discussion
    6) Development of alternative coping strategies
d) Specified topic(s) include:
    1) Anger Management
    2) Sexual Violence
    3) Stress Reduction
    4) Interpersonal Skills Building
    5) Criminal Thinking
    6) Life Skills

3) Higher Level of Support: Contractor will provide intensive behavioral and clinical support to youth in acute distress or youth who need higher level services and support. The severity of a youth's condition and the persistence of his or her mental illness will be addressed with the goal of stabilizing symptoms and improving functionality within the Juvenile Detention Facility. Services will include:

a) Stabilization on medications
b) Crisis intervention services
c) Individual therapy or 1:1 supportive contact
d) Behavior Management
e) Evidence –based group therapy
f) Individual treatment plans
g) Mental health record and case reviews

h) Response to inmate referral and inmate requests
i) Discharge and aftercare Planning
j) Intervention for medication non-compliance
k) Participation in socialization groups and structured out of cell activities

d. Group and Individual Therapy Programming provided shall be evidence-based, trauma-informed- and gender specific.

e. On-duty mental health staff will provide on-going 1:1 supportive contact or individual therapy as indicated for long-term support and management of symptoms.

f. Implement the Youth Socialization Program to deliver specific support to mentally-ill youth.

g. The Youth Socialization Program assists in developing socialization skills for mentally-ill detainees through interactive contact with counseling staff, using a number of different modalities customized to the parameters of the detainee group characteristic. The goals of the program include:

1) Stabilizing mentally-ill youth by providing them with a safe, supervised setting for social interactions;
2) Enhance skills that will allow youth to succeed in a community setting;
3) Diminish social isolation;
4) Develop coping skills for the stress of the incarcerated setting; Improve communication skills and cooperation between youth and custody staff.

h. Coordination with other providers in the facility and community providing services, i.e., substance abuse treatment, to youth.

i. Psychiatry services to include assessment, treatment planning, monitoring and follow up that assist in treatment of mental health symptoms of youth.

j. Intensive behavioral and/or clinical support when the youth is in an acute state of distress or needs of the youth indicate a higher level of support. Services will include assessment, rehabilitation, case management, therapy and plan development.

k. By January 1, 2017, implement a suicide prevention program utilizing IMQ standards and ensure processes are in place for clear, effective avenues of communication between mental health, medical, custody and JDF administration staff in the event a youth is a suicide risk

l. During the initial intake screening, health assessment or any encounter, a youth will be referred to a Mental Health Provider (MHP) for intervention if any of the following are present:

1) severe agitation, signs and symptoms suggestive of self-harm or potential harm to others
2) symptoms of psychosis
3) suicidal thoughts or behaviors
4) severe mood instability

m. Work collaboratively with Yolo County when a youth is placed on suicide watch, making certain that all treatment needs are addressed and outside transfer to a facility is considered especially for severely unstable or mentally-ill detainees.

n. Include provisions for intervention, notification, reporting, review, and critical incident debriefing

(for youth and staff).

o. Yolo County will be notified immediately in cases of suicide attempt or completion.

p. All youth placed on suicide watch will be seen every 24 hours by a mental health professional.

q. When a youth is stable and ready for release, Contractor will work with custody staff to determine appropriate housing that may include placement in a "stepdown" or "transitionary" unit, to slowly acclimate the youth safely back into the general population.

r. All suicide attempts and completions will be documented and submitted to the QA committee for review as part of the QA program. Completed suicides will be reviewed in accordance with established procedures regarding youth deaths.

s. Incorporate the cooperative efforts of custody, mental health, and health services staff.

t. All custody and health services staff will be oriented to the Suicide Prevention Plan, trained and guided throughout implementation. Copies of the plan will be available to all staff.

u. Services in English and Spanish and in appropriate languages for the populations served. Note: Russian and Spanish are threshold languages in Yolo County.

8. For youths housed in the JDF through the Office of Refugee Resettlement (ORR) program, Contractor will provide all services under this Agreement in accordance with the standards and procedures required by: the Administration for Children and Families (ACF), Office of Refugee Resettlement (ORR), UAC Portal Medical Module Sections 1.0 to 1.4, Office of Refugee Resettlement Policy: Children Entering the United States Unaccompanied Section 3.4 to 3.4.9 Medical Services and 4.9 to 4.9.4 Medical and Mental Health Services following sexual abuse and ORR UAC Program Operations Manual Section 7: Medical Dental/ Mental Health.
http://www.acf.hhs.gov/programs/orr/resource/children-entering-the-united-states-unaccompanied

**D. PERSONNEL REQUIREMENTS – CONTRACTOR SHALL** provide staffing as noted in the Plan below and as otherwise set forth in greater specificity in Exhibit C:

1.

| Yolo County HHSA<br>Behavioral Health Staffing Plan - Juvenile Detention Facility | | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|
| Position | Scheduled Hours | | | | | | | Total Hours | FTEs | Facility |
| | SUN | MON | TUE | WED | THU | FRI | SAT | | | |
| **Day Shift** | | | | | | | | | | |
| PSYCH RN, MFT or LCSW | | 8.00 | 8.00 | 8.00 | 8.00 | 8.00 | | 40.00 | 1.00 | JDF |
| **Psychiatrists and Other Providers** | | | | | | | | | | |
| Psychiatrist | 4 hrs per week TBD | | | | | | | 4.00 | 0.10 | JDF |
| Psychiatrist On-Call | 24 hrs per day, 7 days per week | | | | | | | | | All |

2. Ensure that staffing levels shall meet the minimum stated levels and agree that all staffing levels are sufficient by site, scope of services that are outlined in this Agreement; and the number of youth that are expected to be served on a monthly basis.

a. Unless County and Contractor mutually agree to adjust hours, Contractor will provide a 1.0 FTE

licensed mental health clinician from 12:00 p.m. to 8:00 p.m., Monday through Friday, to conduct assessments, engage clients and intervene during periods of crisis, perform counseling and communicate with the Psychiatrist and other medical staff.

3. Provide 0.1 FTE psychiatrist to be scheduled four hours per week during the day, on any day(s) Monday through Friday, to see referred youth, conduct assessments, sign charts and prescribe psychotropic medications. Four hours per week staffing will be provided by a psychiatrist in person unless County and Contractor mutually agree to alternative staffing and methods for the provision of psychiatric services.

3. Provide a licensed mental health professional on an on-call basis.

4. Comply with the specialized training requirements for behavioral health care required in 28 CFR §115.335 and Mental Health, Laws and Regulations, Title 9, Rehabilitative and Developmental Services, as well as provide a refresher training every two years. Contractor must also detail how records of training completion are maintained.

5. Provide County's vendor training as required in 28 CFR §115.332 to all staff assigned to the JDF, including both regular assignment staff and relief capacity assigned staff.

# EXHIBIT B
# PAYMENT PROVISIONS

## I. METHOD OF PAYMENT

**A.** Monthly Flat Rate. In consideration of Contractor's satisfactory performance in providing the services described in this Agreement, and subject to any applicable offsets, deductions and CPI escalations, County shall, upon receipt of a monthly invoice submitted to County by Contractor, pay a monthly rate as follows:

1. Year 1: one-seventh of the applicable base yearly amount set forth on page 1 of this Agreement
2. Year 2 and Year 3: one-twelfth of the applicable base yearly amount set forth on page 1 of this Agreement

**B.** Per Diem Rate. Adjustments to Average Daily Population (ADP)

Per Diem Rate for Average Daily Population below 418 or over 510 - $.24/per inmate.

This Agreement is based on a base ADP of 427 adult inmates and 37 juvenile wards. If, in any calendar quarter, the average adult and juvenile inmate ADP exceeds 510, County will pay Contractor a per diem of $.24 per inmate above that threshold. If, in any calendar quarter, the average adult and juvenile inmate ADP falls below 418 inmates, Contractor will pay County a per diem of $.24 per inmate below that threshold.

This per diem is intended to cover additional costs in those instances where short-term changes in the inmate population result in higher utilizations of routine supplies and services. It is not intended to cover additional fixed costs, such as new staffing that might be required if the ADP increases significantly and for a sustained period. In such cases, Contractor will propose to negotiate a mutually agreeable contract price increase to accommodate the needs of an increased inmate population. If County experiences a sustained decrease in inmate population, Contractor is willing to discussing changes in staffing levels that would be possible while maintaining quality care.

**C.** As of the execution of this Agreement, the parties are in ongoing discussions regarding the Medi-Cal Inmate Program (MCIP). The parties agree to continue those discussions in good faith to reach a consensus on language addressing the MCIP promptly following the execution of this Agreement. The parties will then cooperate to add that language to this Agreement through a formal written amendment executed in accordance with Exhibit D, Section XXVIII (Changes and Amendments). The County retains sole discretion to determine whether to opt-in to MCIP, and it agrees to consult with Contractor and act in good faith in making that determination.

**D.** Contractor shall submit such claims for payment to the County no later than 30 days after completion of the month in which services have been rendered. Any claim that is submitted and rejected due to lack of necessary information must be resubmitted within 20 days of the date of the initial rejection.

**E.** Contractor shall submit claims with required supporting documentation and monthly reports to:

Yolo County HHSA
137 N. Cottonwood Street, Suite 2400
Woodland, CA 95695
Attn: Fiscal Unit

**F.** County shall authorize payment within 30 days of the receipt of Contractor's appropriate claim, required reports, and any further documentation requested by the County for purposes of this Agreement.

**G.** In the event that Contractor fails to comply with any provision of this Agreement, County may withhold payment otherwise due Contractor pursuant to this Agreement or any other agreement between Contractor and County until such noncompliance has been corrected.

**H.** County will demand repayment from Contractor for compensation made to Contractor, in the event that any goods and/or services related to such compensation are subsequently determined disallowable, regardless of reason.

Any such disallowance related to the current term of this Agreement will be due and payable immediately to County. County will recoup from Contractor by offsetting any payment otherwise due Contractor pursuant to this Agreement or any other agreement between Contractor and County.

Any such disallowance related to the prior terms of this Agreement or any other agreement between Contractor and County will be due and payable within 45 days of mailing a demand letter from County to Contractor. Thereafter, unless otherwise negotiated with and approved by the Director, County will recoup from Contractor the amount due, by offsetting any payment otherwise due Contractor pursuant to this Agreement or any other agreement between Contractor and County.

In the event that the aggregated payment otherwise due Contractor pursuant to this Agreement or any other agreement between Contractor and County is less than the amount due, and when all payments otherwise due Contractor have been exhausted, Contractor shall make payment to the County for any balance due based on a payment plan negotiated with and approved by the Director.

**I.** Any other provision of this Agreement notwithstanding, because this Agreement is funded by State contracts, County's obligation to compensate Contractor pursuant to this Agreement is contingent upon, and subject to, the County's receipt of such funding from the State, and the absence or removal of any constraints imposed by the State upon such receipt and payment.

**J.** Contractor shall use the funds provided by County exclusively for the purposes of performing the services required by this Agreement. No funds provided by County pursuant to this Agreement shall be used for any political activity or political contribution.

**K.** Contractor shall be responsible for all costs related to adult detainee and youth behavioral health care services as required under this Agreement including but not necessarily limited to:

1. Office and behavioral health equipment and/or tools;
2. Personnel;
3. Required behavioral health off-site emergency and non-emergency services, including but not limited to inpatient hospital services and/or specialty services;
4. Forms, office supplies, books;
5. Mental health records maintenance, retention and duplication;
6. All behavioral health services provided to the adult detainees and youth at hospitals in the community including the payment of services rendered to adult detainees and youth at private physician's offices or clinics unless there is an agreement that the adult detainee or youth is to pay for the services; and
7. All drugs, medicines, medical supplies and equipment, forms, office supplies, books, periodicals,

dentures, eye glasses, prosthesis, etc.

8. Contractor shall cooperate with County in seeking and obtaining reimbursement for Services rendered hereunder from outside sources, including but not limited to, Medi-Cal, individual health insurance plans, or other sources. Said cooperation shall include the gathering of information necessary to seek reimbursement, as well as the breakdown of Services provided in order to effectuate reimbursement from outside sources.

# EXHIBIT C
# SPECIAL TERMS AND CONDITIONS

## I. FACILITY

All requirements set forth in this Exhibit C shall apply to both the jail facilities and the juvenile detention facility. "Facility" is defined as Yolo County Sheriff's Jail facilities and Yolo County Probation Department's Juvenile Detention Facility, together.

## II. PERSONNEL

A. Minimum personnel requirements shall apply to all services provided under this Agreement.

B. Contractor shall hire and maintain adequate and competent personnel to provide all services required by this Agreement and in accordance with the staffing plans set forth in Exhibit A. If County becomes dissatisfied with any personnel provided by Contractor, County will give written notice to Contractor of its reasons for dissatisfaction. Contractor shall use its best efforts to resolve the problem and, if the problem is not resolved to the satisfaction of the County, Contractor shall not permit such personnel to perform services under this Agreement. Without limiting the foregoing, Contractor shall maintain the staffing pattern, hours, and availability described in in this Agreement as the minimum staffing level. Contractor shall maintain the continual physical presence of staff at the Facilities.

1. In addition to any other remedy available to County, should Contractor fail to provide any services required of it pursuant to this Agreement, County may elect to provide for any such service, directly or indirectly, and, if County does so, Contractor shall reimburse County for all costs and expenses incurred by the County in so doing. In such event, County may deduct any and all such costs and expenses from any sum due or that may become due to Contractor pursuant to this Agreement.

2. Ensure that all staffing requirements will meet minimum levels as described in Title 9, Chapter 3, Articles 8-13, Title 15 and the specifications set forth in this Agreement.

C. Contractor warrants that its employees are in good standing with their respective licensing/certification boards and associations. The employees shall practice in accordance with accepted behavioral health standards in the community. Contractor further warrants that no employee has restrictions which would conflict with their job description. Copies of appropriate credentials and licenses shall be on file at the Facility where they are available for review at any time. Contractor shall periodically review employee credentials and require updated copies to ensure credentials on file remain current.

D. Contractor shall be responsible for time and attendance accountability and provide appropriate monthly records or reports to the County each month for the term of the Agreement. Such records or reports shall include a daily breakdown of names, position title, actual hours worked on-site, and hours on standby or call.

E. Contractor may utilize professional employment agencies to temporarily fill vacant positions. Contractor must substitute personnel at the same or higher level of licensure. In the event Contractor is unable to maintain staffing at the required level (in terms of numbers and licensure) due to specific position vacancies that remain vacant for more than 14 days, Contractor shall reduce the monthly invoice or pay County an amount equal to the vacant position wage rate during the period of vacancy.

F. Contractor shall maintain education and experience requirements that are consistent with the community standard and the needs of the Facility population. Employees filling in for vacant positions or absences shall be at an equal or higher level of licensure and shall be competent to perform all aspects of the assignment.

G. Contractor will ensure that its employees complete and pass a pre-employment criminal background check, to be conducted by the Sheriff's Office, including being fingerprinted, and that Contractor's employees have:

1. No criminal convictions for felonies of any type;

2. No misdemeanors involving violence or moral turpitude;

3. No history of engaging in sexual abuse in a prison, jail, lockup, community confinement facility, juvenile facility, or other institution;

4. No conviction of engaging or attempting to engage in sexual activity in the community facilitated by force, overt or implied threats of force, or coercion, or if the victim did not consent or was unable to consent or refuse; and,

5. No administrative or civil adjudication of having engaged in any activity mention in this subsection.

6. Repeat background checks annually.

H. Contractor shall establish appropriate professional attire standards and Contractor personnel shall comply with those standards at all times while on duty.

I. Upon requesting entrance into the Facility or anytime they are within the security perimeter of the Facility, Contractor employees will be subject to search of their person and/or their personal belongings.

1. While inside the Facility, Contractor employees must wear an authorized identification badge that includes a photo in a visible manner. Failure to display ID badge may be cause to deny access to the Facility.

2. Contractor employees suspected of being under the influence of alcoholic beverages or drugs will be denied access to the Facility.

3. Items prohibited from being brought into the Facility include, but are not limited to, weapons, alcoholic beverages, or illegal drugs.

4. County shall have sole discretion to determine security acceptability of all Contractor personnel at any time during the contract period, and personnel found to be an unacceptable safety or security risk shall not be granted access to Facility.

J. Provide orientation and training on CFMG evaluation forms and documentation standards to all psychiatrists and mental health professionals.

K. Contractor warrants that its employees receive appropriate immunizations and screenings as required by law. Contractor further warrants that its employees have no physical limitations which would prevent the employee from performing their duties.

L. Contractor warrants that its employees have read and understand County policy and procedures related to the Facility and agree to abide by all applicable rules and regulations.

M. Contractor shall document job descriptions and oversee all behavioral health care practices to ensure its employees receive the supervision required by their license and operate within their scope of practice.

N. Contractor shall periodically conduct on-site in-service trainings and provide its employees with Contractor-sponsored regional training opportunities as well as provide Standards and Training for Correction (STC) certified training courses to County Facilities' staff covering behavioral health topics.

**III. MEDICAL RECORDS – Contractor shall:**

A. Maintain complete individual and dated behavioral health records which, at a minimum, shall include all required forms, authorizations, notes, reports and other documents. The records shall conform to industry standards, be appropriate to the level of care, and substantiate the use of treatment congruent with the diagnosis, and be retained in accordance with community standards.

B. Ensure that Contractor healthcare providers will continue to maintain individual, complete and dated health records consistent all applicable laws, regulations, rules and community standards of practice.

C. Initiate and maintain individual mental health care records in accordance with all applicable laws, regulations and rules for every youth requiring behavioral health services as a result of the intake screening process or for services rendered following the youth's assignment to a housing area.

D. Retain inactive mental health records in accordance with all applicable confidentiality laws and regulations.

E. Agree that all mental health records are the property of the County of Yolo.

F. Serve as custodian of the mental health record, that all mental health records shall remain the property of the County of Yolo during the term of this Agreement, and upon termination of this Agreement.

G. Agree that staff designated by the Mental Health Director or designee shall at all times have access to youth mental health records in whatever form they are maintained, and provide them keys to locked storage rooms and cabinets.

H. Implement an electronic health record system by November 30, 2017, as follows:

1. Comply with the Federal and State requirements as to maintaining electronic health records;

2. Make electronic health care records available to the County in an electronic format readable by the County;

3. Support and implement bidirectional sharing of health information in compliance with all legal requirements through the use of Health Information Exchange (HIE).

J. Ensure that the electronic health record shall include, but not be limited to:

1. Intake screening assessment (completed by vendor and custody staff);

2. Mental health staff evaluations and treatments with documentation of diagnosis and treatment plan;

3. Names of persons treating, prescribing, or evaluating;

4. Laboratory and radiology reports;

5. Consultation, emergency, hospital reports and discharge summaries;

6. Mental health and substance use disorder screening, assessments, evaluation and treatment; and

7. Discharge planning

K. Comply with and ensure that its officers, agents, employees, participants and volunteers comply with, the Health Insurance Portability and Accountability Act of 1996 and its implementing regulations, and the privacy and security business associate requirements attached.

L. Adhere to applicable informed consent regulations and standards.

M. Be responsible for obtaining previous mental health records from county and/or outside providers to assure continuity of care.

N. Be responsible for transmitting pertinent mental health information with the youth when transferred to other detention/corrections/placement facilities, mental health facilities, and/or other jurisdictions to assure continuity of care.

O. Maintain mental health and other records as necessary to fully document the level and quality of care, the necessity and appropriateness of services, and compliance with the agreement. Relevant records maintained by the vendor will be subject to compliance review and audit.

P. Upon request, the vendor will be required to provide County and State officers, employees and agents with access to any documentation regarding patients' condition and treatment and all other records relevant to this agreement, including but not limited to those necessary to evaluate or provide treatment, process a claim, or undertake an audit or compliance review.

Q. Confidentiality of Records

1. All requests for behavioral health information shall require written consent of the inmate unless the request is made by way of a subpoena or court order. Contractor shall respond to and process release of information requests in a timely manner and invoke all applicable privileges in writing when records are disclosed pursuant to subpoena.

2. In the event a search warrant for detainee/youth records is served on Contractor, Contractor shall do the following:

   a. Immediately notify County Counsel and the detainee/youth's attorney;

   b. Assert any applicable privileges in writing; and

   c. Advise the special master that the documents are confidential and privileged and should not be disclosed without court order at a properly noticed hearing.

3. The physician-patient confidentiality privilege applies to the behavioral health records. Contractor warrants that Contractor is knowledgeable of the California Code sections listed below related to confidentiality of records. County and Contractor shall maintain the confidentiality of any information regarding inmates receiving Contractor's services. Contractor may obtain such information from application forms, interviews, tests or reports from public agencies, counselors or any other source. Without the inmate's written permission, Contractor shall divulge such information only as necessary for purposes related to the performance or evaluation of services provided pursuant to this Agreement, and then only to those persons having responsibilities under this Agreement, including those furnishing

services under Contractor through subcontracts.

| California Code | Section | Relation |
|---|---|---|
| Penal Code | 11105 et seq., 13300 et seq. | criminal offender records |
| | 502 | misuse of computer systems |
| Welfare & Institutions Code | 11478.1 | familial relationship |
| | 5328 | mental health records |
| | 10850, 17006 | public social services |
| Civil Code | 56 | medical records |
| Evidence Code | 1012 et seq. | psychological records |
| | 1040 et seq. | official information |

4. Assure that mental health records will be kept separate from the custody record.

5. Contractor shall promptly transmit to County copies of all request for disclosure of confidential information.

## IV. QUALITY ASSURANCE

A. Provide an on-going quality assurance ("QA") program consisting of regularly scheduled audits of all aspects of detainee behavioral health care services with documentation of deficiencies and plans for correction of deficiencies. The quality assurance plan shall include a provision for program audits by an appropriate "outside", neutral party (behavioral health services professional) on a quarterly basis.

B. Contractor's Directors of Operations will visit the Facilities at least quarterly to conduct QA audits.

C. All QA measures shall be in accordance with IMQ standards, CCR Title 15 guidelines, and other policy/procedure requirements.

D. Contractor shall coordinate at least quarterly QA meetings with the County's Facilities Administration to discuss mental health services. Topics of discussion:

1. Monthly statistics
2. Quality improvement findings
3. Detainee grievances
4. Staffing plan updates
5. Other health care topics, as warranted
6. Offsite mental health services report, including the purpose of the transport and result

E. Contractor shall send corporate management and the program administrator to attend QA meetings unless it is mutually agreed by both parties to be unnecessary.

F. QA meetings should include input from key members of the Yolo County mental health and medical community.

G. QA meetings may include representatives from Yolo County Health & Human Services Agency ("YCHHSA"), specifically health staff and mental health staff, Sheriff's Department staff, Probation Department staff and the Public Defender's Office, and other appropriate key stakeholders.

H. Contractor will maintain and share QA meeting minutes or summaries with all committee members.

I. Contractor shall participate in external reviews, inspections, and audits as requested by YCHHSA and/or Sheriff's Department or the Probation Department.

J. Contractor's QA Committee shall review all detainee grievances relating to behavioral health services.

K. Provide a designated Mental Health Director or Designee authority with responsibility for assuring the quality, appropriateness and adequacy of detainee mental health care.

## V. ADMINISTRATIVE REQUIREMENTS – CONTRACTOR SHALL:

A. A full time Clinical Supervisor, Program Director and Psychiatric oversight (minimum requirements are outlined in the Mental Health, Laws and Regulations, Title 9, Rehabilitative and Developmental Services) with the authority to oversee the administrative requirements of the behavioral health care program such as recruitment, staffing, data gathering, financial monitoring, policy and procedure development and review, contracts, medical record keeping, supervision of clinical staff, coordination of on and off site services and other management services. The Clinical Supervisor, Program Director or Psychiatric oversight shall maintain a close working liaison with custody administration.

B. Clearly defined written agreements with off-site hospitals, physicians, ambulance companies, and others involved in providing care to detainees.

C. Clearly defined, written policies and procedures to include, as a minimum, those required by the IMQ Correctional Health Care Standards. Such policies must also be provided to the County in electronic format.

D. Maintain and track monthly statistics to make available to the YCHHSA Director, Sheriff, Chief Probation Officer and Administrative/Medical Quality Committee. Statistics shall include, but not necessarily limited to the number of:

1. Detainee/youth visits by psychiatrist.
2. Crisis calls.
3. Detainee/youth on medication by medication type.
4. Detainee/youth on psychiatric medications.
5. Detainee/youth refusals to accept treatment or medications.
6. Hospital admissions, patient days, average length of stay by diagnosis for mental health.
7. Transfers to off-site hospital emergency departments.
8. Intake mental health screenings, including rates of positive screenings and the outcome of evaluations when a screening is positive.
9. Number of detainees/youth on waiting list for behavioral health services.
10. Diagnostic studies.
11. Suicide data to include, but not limited to:
    a. Attempts (defined as self-harm with the intent to die),
    b. Parasuicidal and suicide gestures,
    c. Suicide precautions,
    d. Number of hours held on suicide precaution, and
    e. Number of completed suicides
    f. Grievances filed.
    g. Number of youth receiving follow-up meetings required by 28 CFR §115.381;
    h. Number of youth receiving timely and unimpeded access to treatment, services and information required by 28 CFR §115.382; and

i. Number of youth receiving interactions required by 28 CFR §115.383.

E. Attend quarterly, or more frequently as designated by County, meetings with Facilities managers to evaluate statistics, program needs, problems, and inter-relationships between custody and mental health services personnel.

F. For a detainee/youth Complaint/Grievance Procedure. Contractor shall:

1. Adhere to all applicable federal, state, and local guidelines, including, but not limited to IMQ, Title 15 and guidelines established by Yolo County regarding a formal system in place to address detainee grievances/complaints about behavioral health services.
2. Respond to all complaints initiated by detainees/youth through the Yolo County Sheriff's/Probation's grievance procedure concerning behavioral health services.
3. Be responsible for providing a written response to each detainee grievance within the time parameters specified by County.
4. Be responsible for eliciting responses from service providers, if applicable, for each grievance and summarizing in a report.
5. Be available to testify in court as required.
6. Make attempts to resolve detainee/youth complaints on an informal basis.
7. Provide a written response to the detainee for non-emergent requests. Response shall contain the date the healthcare staff responded.

G. Comply with recommendations from County in disputed cases.

H. The Facility Commander will have the final authority to resolve complaints.

I. Documentation of mental health care staff role in Facilities' disaster plans.

J. Adequate supplies on site to guarantee that emergency and non-emergency mental health needs are met.

## VI. ADDITIONAL CONTRACTOR REQUIREMENTS

### A. COMPLIANCE

Contractor shall abide by and comply with applicable provisions of the California Health and Safety Code, California Penal Code, California Welfare and Institutions Code, California Medical Association's Institute for Medical Quality standards, and State regulations including applicable standards and guidelines of the California Code of Regulations, Title 15, Division 1, Chapter 1, Subchapter 4 (known as the "Minimum Standards for Local Detention Facilities". Additionally, Contractor shall abide by and comply with policies and procedures in the Facility Health Care Procedures Manual.

### B. PRISON RAPE ELIMINATION ACT

1. Provide services that comply with 28 CFR §115.381 including, but not limited to, the medical position(s) as applicable performing the follow-up meetings, and the proposed length of time Contractor will hold the meeting with the detainees/youth. Such meetings shall be conducted on-site.

2. Provide detainees/youth with timely and unimpeded access to treatment, services and information as required in 28 CFR §115.382.

3. Provide services that comply with 28 CFR §115.383 including, but not limited to, the position(s) interacting with the detainee/youth, and the type of interaction with the detainee/youth. Such interactions

shall be conducted on-site.

4. Participate in data collection and review activities and requirements identified in 28 CFR §115.386 through §115.389 and audit activities and requirements identified in 28 CFR §115.393.

5. Comply with the specialized training requirements for medical care required in 28 CFR §115.335, provide a refresher training every two years and detail how records of training completion are maintained.

6. Provide training as required by 28 CFR §115.332 to all County staff assigned to the Facility, including both regular assignment staff and relief capacity assigned staff.

**C. REPORTING.**

Contractor shall provide standard reports to County. Contractor shall work with County to provide customized reports where data has been captured and is retrievable. Immediately, upon expiration or termination of this Agreement, Contractor shall provide to County all data in an electronic format prescribed by County.

**D. STATISTICAL REPORTING**

Contractor shall submit monthly statistical reports to County by the fifteenth day of each subsequent month. The reports will include, but not be limited to, clinic visits, emergency room visits, communicable diseases, suicide attempts, detainee grievances, date and time of request, number of individuals served by age, gender, and race, ethnicity and/or culture. A written annual report summarizing the behavioral health care service delivery shall be submitted by July 31 of each subsequent fiscal year.

Additional reporting requirements may be developed as the program progresses, or if reporting requirements change by the California Department of Health Care Services (DHCS).

**E. EMERGENCY PLAN UPDATES**

Assist County in updating its Facility emergency plan for continued behavioral health services in the event of an unusual occurrence (e.g., concerted labor actions including strikes, riots, extended power failures or equipment breakdowns), natural disaster (e.g., earthquake, flood, or fire) and approve the mental health provisions of the emergency plan. It cannot be assumed that Contractor will be expected to provide services under any circumstances as the severity of the disruption/emergency may make service impossible. The plan will undergo annual review with Facility management.

**F. COMPLIANCE**

1. Contractor shall provide services under this Agreement which meet or exceed the IMQ accreditation standards for behavioral health services in local adult and juvenile detention facilities in addition to complying with all applicable laws, codes, and regulations relating to Services in local detention facilities in the State of California. Contractor shall maintain accreditation from IMQ during the term of this Agreement. Failure to maintain accreditation shall be considered a material breach of this Agreement.

2. Contractor shall work with the Yolo County Health and Human Services Agency concerning, continuing behavioral health surveillance, case management, reporting, and inmate/ward referral in the community.

## G. ADDITIONAL CONTRACTOR WARRANTIES

1. Medical Research. Contractor warrants that Contractor personnel shall not participate in the collection of forensic evidence for the purpose of prosecution nor shall Contractor participate in biomedical or behavioral research involving inmates.

2. Inmate Workers. Contractor warrants it will not use inmates as health care workers but may use them as non-health care volunteers with consent of Facility Administration.

## H. SPECIAL RESPONSIBILITIES OF CONTRACTOR

1. Behavioral Health Care Procedures Manual
   Develop and maintain a facility-specific behavioral health services manual of written policies and procedures that address all behavioral health care related tasks and standards applicable to the Facility. Develop an annual process to update policy and procedures and/or protocols related to, but not limited to, behavioral health requirements and assurance of adequacy of behavioral health care services, out-of-Facility treatment, transfer of records between facilities and/or specific physicians, confidentiality of behavioral health records, access to emergency services, health screening and monitoring, use of voluntary and involuntary psychotropic medications, and pharmaceutical management. Contractor shall sign the Behavioral Health Care Procedures Manual to demonstrate Contractor's annual review and approval and all intermittent updates. All on-site health services staff shall review the policy and procedure manual as part of the orientation and annually thereafter.

2. Delegation of Duties
   Upon determination that a clinical function or service can be safely and legally delegated to behavioral health care personnel other than a psychiatrist provided the function or service is performed by staff operating within their scope of practice pursuant to written protocol, standardized procedures or direct medical order, Contractor shall delegate clinical functions or service in accordance with the Behavioral Health Care Procedures Manual. Only approved registered nurses shall be authorized to operate under standardized procedures; any remaining registered nurses and all licensed vocational nurses will require a direct medical order from a physician, nurse practitioner, or qualified behavioral health-trained personnel authorized by law to give such orders.

3. Behavioral Health Care Practices
   Behavioral health services shall be conducted in a private manner such that information can be communicated confidentially.

4. Access to Treatment
   Provide inmates with unimpeded access to behavioral health care. Contractor shall make provisions to communicate behavioral health access information to non-English speaking inmates. For any inmate who is suspected or confirmed to be developmentally disabled, Contractor shall refer inmate to local Regional Center for the Developmentally Disabled for the purposes of diagnosis and treatment.

5. Special Needs Inmates
   Contractor shall consult with the Facility to determine appropriate housing and program assignments, disciplinary actions or admissions to and transfers from the detention facilities for patients with special needs (i.e. significant psychiatric illnesses or developmental disabilities).

6. Behavioral Health Care Monitoring and Audits
   Contractor shall monitor all health care services to include quality of medical records, pharmaceutical practices, and carrying out direct or standing orders. Contractor shall complete focused behavioral health

record audits to be reviewed by County.

7. Medication
Notwithstanding Contractor's inherent right to select medication, Contractor is encouraged to prescribe generic medications when medically appropriate.

8. Commissary Over-the-Counter Products
Contractor shall review and approve all over-the-counter medications prior to commissary vendor listing the medication for resale to the inmates through the Commissary.

9. Affordable Care Act
Contractor shall securely provide relevant medical claim data to enable County Medi-Cal claiming for inmate inpatient hospitalization.

10. Contract Monitoring
County and Contractor shall meet periodically, on mutually agreed upon dates and times, to review services provided in relation to the scope of work. In accordance with the California Code of Regulations, title 15, section 1202, health care services shall be reviewed at least quarterly, at documented administrative meetings.

11. Emergency Authority
In an emergency situation at the Facility, Contractor personnel on premises will report to County staff for direction and follow instructions until at which time they are allowed to exit the Facility grounds

12. Report Accidents and Unsafe Conditions
Contractor shall report any accident or unsafe condition to County immediately as Contractor becomes aware.

13. Child/Adult Abuse
Contractor shall execute the form attached as Attachment C-1 to certify that Contractor has read and understands the requirements of California Penal Code section 11166.

14. Health Insurance Portability and Accountability Act
Contractor shall execute the form attached as Exhibit "C-2".

# ATTACHMENT C-1
# CHILD AND ADULT ABUSE CERTIFICATION

Contractor certifies compliance with Penal Code Section 11166 and Welfare and Institutions Code Section 15630 in matters relating to reporting requirements for child abuse and elder abuse, respectively. Contractor will:

1. Establish internal procedures to facilitate reporting, ensure confidentiality, and apprise supervisors and administrators of reports.

2. Inform employees, by means of training or written materials, about all of the following:
   (a) Significant terms as used and defined in the applicable code sections (e.g., abuse, neglect, mandatory reporters, etc.);
   (b) Reporting duties are the responsibility of the individual;
   (c) Reporting requirements are mandatory for mandatory reporters, failure to report and/or willful failure to report may be punishable by fines or imprisonment or both; Child Abuse
   Report the known or reasonably suspected instance of abuse or neglect by telephone immediately or as soon as practically possible, and by written report sent within 36 hours of receiving the information concerning the incident;
   Elder Abuse
   Report the known or suspected instance of abuse by telephone immediately or as soon as practically possible, and by written report sent within 2 working days;
   (d) Supervisors and administrators may not impede or inhibit the reporting duties and may not sanction any person for making the report.

3. Provide copies of Penal Code sections 11165.7, 11166 and 11167 and copies of Welfare and Institutions Code sections 15630-15632 to the employee.

4. Assert that every employee who works on the proposed contract or grant will sign a statement:
   (a) That he or she has knowledge of the provisions of Penal Code section 11166 and will comply with those provisions;
   (b) That he or she has knowledge of the provisions of Welfare and Institutions Code section 15630 and will comply with those provisions;
   (c) Informing the employee that he or she is a mandatory reporter and inform the employee of his or her reporting obligations and confidentiality rights as a condition of employment on the contract or grant.

## CERTIFICATION

I certify that I am duly authorized to legally bind Contractor to the above certification. This certification is made under penalty of perjury under the laws of the State of California

Contractor Signature

Raymond Herr, M.D., President
Federal ID Tax No.: _____

# ATTACHMENT C-2
# BUSINESS ASSOCIATE AGREEMENT

California Forensic Medical Group, Inc.

This Exhibit shall constitute the Business Associate Agreement (the "Agreement") between the County of Yolo (the "County") and Contractor (the "Contractor") and applies to the functions Contractor will perform on behalf of the County (collectively, "Services"), that is identified in Exhibit A, Scope of Work.

**I.** County wishes to disclose certain information to Contractor pursuant to the terms of the Agreement, some of which may constitute Protected Health Information ("PHI") (defined below).

**II.** County and its Contractor acknowledge that Contractor is subject to the Privacy and Security Rules (45 CFR parts 160 and 164) promulgated by the United States Department of Health and Human Services pursuant to the Health Insurance Portability and Accountability Act of 1996 (HIPAA), Public Law 104-191 as amended by the Health Information Technology for Economic and Clinical Health Act as set forth in Title XIII of Division A and Title IV of Division B of the American Recovery and Reinvestment Act of 2009 ("HITECH Act), in certain aspects of its operations performed on behalf of the County.

**III.** As part of the HIPAA Regulations, the Privacy Rule and the Security Rule (defined below) require County to enter into an Agreement containing specific requirements with Contractor prior to the disclosure of PHI, as set forth in, but not limited to, Title 45, sections 164.314(a), 164.502(e) and 164.504(e) of the Code of Federal Regulations ("C.F.R.") and contained in this Agreement.

## IV. DEFINITIONS

Terms used, but not otherwise defined, in this Agreement shall have the same meaning as those terms in 45 CFR parts 160 and 164.

**A. Breach** means the same as defined under the HITECH Act [42 U.S.C. section 17921].

**B. Contractor** means the same as defined under the Privacy Rule, the Security rule, and the HITECH Act, including, but not limited to, 42 U.S.C. section 17938 and 45 C.F.R. § 160.103.

**C. Breach of the Security of the Information System** means the unauthorized acquisition, including, but not limited to, access to, use, disclosure, modification or destruction, of unencrypted computerized data that materially compromises the security, confidentiality, or integrity of personal information maintained by or on behalf of the County. Good faith acquisition of personal information by an employee or agent of the information holder for the purposes of the information holder is not a breach of the security of the system; provided, that the personal information is not used or subject to further unauthorized disclosure.

**D. Commercial Use** means obtaining protected health information with the intent to sell, transfer or use it for commercial, or personal gain, or malicious harm; sale to third party for consumption, resale, or processing for resale; application or conversion of data to make a profit or obtain a benefit contrary to the intent of this Agreement.

**E. Covered Entity** means the same as defined under the Privacy Rule and the Security rule, including, but not limited to, 45 C.F.R. § 160.103.

**F. Designated Record Set** means the same as defined in 45 C.F.R. § 164.501.

**G. Electronic Protected Health Information (ePHI)** means the same as defined in 45 C.F.R. § 160.103.

**H. Electronic Health Record** means the same as defined shall have the meaning given to such term in the HITECH Act, including, but not limited to, 42 U.S.C. § 17921.

**I. Encryption** means the process using publicly known algorithms to convert plain text and other data into a form intended to protect the data from being able to be converted back to the original plain text by known technological means.

**J. Health Care Operations** means the same as defined in 45 C.F.R. § 164.501.

**K. Individual** means the same as defined in 45 CFR § 160.103 and shall include a person who qualifies as a personal representative in accordance with 45 CFR § 164.502(g).

**L. Marketing** means the same as defined under 45 CFR § 164.501 and the act or process of promoting, selling, leasing or licensing any patient information or data for profit without the express written permission of County.

**M. Privacy Officer** means the same as defined in 45 C.F.R. § 164.530(a)(1). The Privacy Officer is the official designated by a County or Contractor to be responsible for compliance with HIPAA/HITECH regulations.

**N. Privacy Rule** means the Standards for Privacy of Individually Identifiable Health Information at 45 CFR parts 160 and t 164, subparts A and E.

**O. Protected Health Information or PHI** means any information, whether oral or recorded in any form or medium: (i) that relates to the past, present or future physical or mental condition of an individual; the provision of health care to an individual; or the past, present or future payment for the provision of health care to an individual; and (ii) that identifies the individual or with respect to which there is a reasonable basis to believe the information can be used to identify the individual, and shall have the meaning given to such term under the Privacy Rule, including, but not limited to, 45 C.F.R. § 164.501. Protected Health Information includes Electronic Protected Health Information [45 C.F.R. §§ 160.103 and 164.501].

**P. Required By Law** means the same as defined in 45 CFR § 164.103.

**Q. Security Rule** means the HIPAA Regulation that is codified at 45 C.F.R. parts 160 and 164, subparts A and C.

**R. Security Incident** means the attempted or successful unauthorized access, use, disclosure, modification, or destruction of information or interference with system operations in an information system.

**S. Security Event** means an immediately reportable subset of security incidents which incident would include:

1. a suspected penetration of Contractor's information system of which Contractor becomes aware of but for which it is not able to verify immediately upon becoming aware of the suspected incident that PHI was not accessed, stolen, used, disclosed, modified, or destroyed;

2. any indication, evidence, or other security documentation that Contractor's network resources, including, but not limited to, software, network routers, firewalls, database and application servers, intrusion detection systems or other security appliances, may have been damaged, modified, taken over by proxy, or otherwise compromised, for which Contractor cannot refute the indication of the time Contractor became aware of such indication;

3. a breach of the security of Contractor's information system(s) by unauthorized acquisition, including, but not limited to, access to or use, disclosure, modification or destruction, of unencrypted computerized data and which incident materially compromises the security, confidentiality, or integrity of the PHI; and or,

4. the unauthorized acquisition, including but not limited to access to or use, disclosure, modification or destruction, of unencrypted PHI or other confidential information of the County by an employee or authorized user of Contractor's system(s) which materially compromises the security, confidentiality, or integrity of PHI or other confidential information of the County.

If data acquired (including but not limited to access to or use, disclosure, modification or destruction of such data) is in encrypted format but the decryption key which would allow the decoding of the data is also taken, the parties shall treat the acquisition as a breach for purposes of determining appropriate response.

**T. Security Rule** means the Security Standards for the Protection of Electronic Protected Health Information at 45 CFR parts 160 and 164, subparts A and C.

**U. Unsecured PHI** means protected health information that is not rendered unusable, unreadable, or indecipherable to unauthorized individuals through the use of a technology or methodology specified by the Secretary. Unsecured PHI shall have the meaning given to such term under the HITECH Act and any guidance issued pursuant to such Act including, but not limited to, 42 U.S.C. section 17932(h).

## V. OBLIGATIONS OF CONTRACTOR

**A.** Compliance with the Privacy Rule: Contractor agrees to fully comply with the requirements under the Privacy Rule applicable to "Business Associates" as defined in the Privacy Rule and not use or further disclose Protected Health Information other than as permitted or required by this agreement or as required by law.

**B.** Compliance with the Security Rule: Contractor agrees to fully comply with the requirements under the Security Rule applicable to "Business Associates" as defined in the Security Rule.

**C.** Compliance with the HITECH Act: Contractor hereby acknowledges and agrees it will comply with the HITECH provisions as proscribed in the HITECH Act.

## VI. USES AND DISCLOSURES

Contractor shall not use Protected Health Information except for the purpose of performing Contractor's obligations under the Agreement and as permitted by the Agreement and this Agreement. Further, Contractor shall not use Protected Health Information in any manner that would constitute a violation of the Privacy Rule or the HITECH Act if so used by County.

**A.** Contractor may use Protected Health Information:

1. For functions, activities, and services for or on the Covered Entities' behalf for purposes specified in the Agreement and this Agreement.

2. As authorized for Contractor's management, administrative or legal responsibilities as a Contractor of the County. The uses and disclosures of PHI may not exceed the limitations applicable to the County;

3. As required by law.

4. To provide Data Aggregation services to the County as permitted by 45 CFR § 164.504(e)(2)(i)(B).

5. To report violations of law to appropriate Federal and State authorities, consistent with CFR § 164.502(j)(1).

**B.** Any use of Protected Health Information by Contractor, its agents, or subcontractors, other than those purposes of the Agreement, shall require the express written authorization by the County and a Business Associate Agreement or amendment as necessary.

**C.** Contractor shall not disclose Protect Health Information to a health plan for payment or health care operations if the patient has requested this restriction and has paid out of pocket in full for the health care item or service to which the Protected Health information relates.

**D.** Contractor shall not directly or indirectly receive remuneration in exchange for Protected Health Information, except with the prior written consent of County and as permitted by the HITECH Act, 42 U.S.C. section 17935(d)(2); however, this prohibition shall not affect payment by the County to Contractor for services provided pursuant to the Agreement.

**E.** Contractor shall not use or disclosed Protected Health Information for prohibited activities including, but not limited to, marketing or fundraising purposes.

**F.** Contractor agrees to adequately and properly maintain all Protected Health Information received from, or created, on behalf of County.

**G.** If Contractor discloses Protected Health Information to a third party, Contractor must obtain, prior to making any such disclosure, i) reasonable written assurances from such third party that such Protected Health Information will be held confidential as provided pursuant to this Agreement and only disclosed as required by law or for the purposes for which it was disclosed to such third party, and (ii) a *written* agreement from such third party to immediately notify Contractor of any breaches of confidentiality of the Protected Health Information, to the extent it has obtained knowledge of such breach [42 U.S.C. section 17932; 45 C.F.R. §§ 164.504(e)(2)(i), 164.504(e)(2)(i)(B), 164.504(e)(2)(ii)(A) and 164.504(e)(4)(ii)].

## VII. MINIMUM NECESSARY

Contractor (and its agents or subcontractors) shall request, use and disclose only the minimum amount of Protected Health necessary to accomplish the purpose of the request, use or disclosure. [42 U.S.C. section 17935(b); 45 C.F.R. § 164.514(d)(3)]. Contractor understands and agrees that the definition of "minimum necessary" is in flux and shall keep itself informed of guidance issued by the Secretary with respect to what constitutes "minimum necessary."

## VIII. APPROPRIATE SAFEGUARDS

**A.** Contractor shall implement appropriate safeguards as are necessary to prevent the use or disclosure of Protected Health Information otherwise than as permitted by this Agreement, including, but not limited to, administrative, physical and technical safeguards that reasonably and appropriately protect the confidentiality,

integrity and availability of the Protected Health Information in accordance with 45 C.F.R. §§ 164.308, 164.310, and 164.312. [45 C.F.R. § 164.504(e)(2)(ii)(B); 45 C.F.R. § 164.308(b)]. Contractor shall comply with the policies and procedures and documentation requirements of the HIPAA Security Rule, including, but not limited to, 45 C.F.R. § 164.316. [42 U.S.C. section 17931].

**B.** Contractor agrees to comply with Subpart 45 CFR part 164 with respect to Electronic Protected Health Information (ePHI). Contractor must secure all Electronic Protected Health Information by technological means that render such information unusable, unreadable, or indecipherable to unauthorized individuals and in accordance with the National Institute of Standards Technology (NIST) Standards and Federal Information Processing Standards (FIPS) as applicable.

**C.** Contractor agrees that destruction of Protected Health Information on paper, film, or other hard copy media must involve either cross cut shredding or otherwise destroying the Protected Health Information so that it cannot be read or reconstructed.

**D.** Should any employee or subcontractor of Contractor have direct, authorized access to computer systems of the County that contain Protected Health Information, Contractor shall immediately notify County of any change of such personnel (e.g. employee or subcontractor termination, or change in assignment where such access is no longer necessary) in order for County to disable previously authorized access.

## IX. AGENT AND SUBCONTRACTOR'S OF CONTRACTOR

**A.** Contractor shall ensure that any agents and subcontractors to whom it provides Protected Health Information, agree in writing to the same restrictions and conditions that apply to Contractor with respect to such PHI and implement the safeguards required with respect to Electronic PHI [45 C.F.R. § 164.504(e)(2)(ii)(D) and 45 C.F.R. § 164.308(b)].

**B.** Contractor shall implement and maintain sanctions against agents and subcontractors that violate such restrictions and conditions and shall mitigate the effects of any such violation (see 45 C.F.R. §§ 164.530(f) and 164.530(e)(l)).

## X. ACCESS TO PROTECTED HEALTH INFORMATION

**A.** If Contractor receives Protected Health Information from the County in a Designated Record Set, Contractor agrees to provide access to Protected Health Information in a Designated Record Set to the County in order to meet its requirements under 45 C.F.R. § 164.524.

**B.** Contractor shall make Protected Health Information maintained by Contractor or its agents or subcontractors in Designated Record Sets available to County for inspection and copying within five (5) days of a request by County to enable County to fulfill its obligations under state law, [Health and Safety Code section 123110] the Privacy Rule, including, but not limited to, 45 C.F.R. § 164.524 [45 C.F.R. § 164.504(e)(2)(ii)(E)]. If Contractor maintains an Electronic Health Record, Contractor shall provide such information in electronic format to enable County to fulfill its obligations under the HITECH Act, including, but not limited to, 42 U.S.C. section 17935(e).

**C.** If Contractor receives a request from an Individual for a copy of the individual's Protected Health Information, and the Protected Health Information is in the sole possession of Contractor, Contractor will provide the requested copies to the individual in a timely manner. If Contractor receives a request for Protected Health Information not in its possession and in the possession of the County, or receives a request to exercise other individual rights as set forth in the Privacy Rule, Contractor shall promptly forward the request to the County. Contractor shall then assist County as necessary in responding to the request in a

timely manner. If a Contractor provides copies of Protected Health Information to the individual, it may charge a reasonable fee for the copies as the regulations shall permit.

**D.** Contractor shall provide copies of HIPAA Privacy and Security Training records and HIPAA policies and procedures within five (5) calendar days upon request from the County.

## XI. AMENDMENT OF PROTECTED HEALTH INFORMATION

Upon receipt of notice from County, promptly amend or permit the County access to amend any portion of Protected Health Information in the designated record set which Contractor created for or received from the County so that the county may meet its amendment obligations under 45 CFR § 164.526. If any individual requests an amendment of Protected Information directly from Contractor or its agents or subcontractors, Contractor must notify the County in writing within five (5) days of the request. Any approval or denial of amendment of Protected Information maintained by Contractor or its agents or subcontractors shall be the responsibility of the County [45 C.F.R. § 164.504(e)(2)(ii)(F)].

## XII. ACCOUNTING OF DISCLOSURES

**A.** At the request of the County, and in the time and manner designed by the County, Contractor and its agents or subcontractors shall make available to the County, the information required to provide an accounting of disclosures to enable the County to fulfill its obligations under the Privacy Rule, including, but not limited to, 45 C.F.R. § 164.528, and the HITECH Act, including but not limited to 42 U.S.C. § 17935. Contractor agrees to implement a process that allows for an accounting to be collected and maintained by Contractor and its agents or subcontractors for at least six (6) years prior to the request. However, accounting of disclosures from an Electronic Health Record for treatment, payment or health care operations purposes are required to be collected and maintained for only three (3) years prior to the request, and only to the extent that Contractor maintains an electronic health record and is subject to this requirement.

**B.** At a minimum, the information collected and maintained shall include: (i) the date of disclosure; (ii) the name of the entity or person who received Protected Health Information and, if known, the address of the entity or person; (iii) a brief description of Protected Information disclosed; and (iv) a brief statement of purpose of the disclosure that reasonably informs the individual of the basis for the disclosure, or a copy of the individual's authorization, or a copy of the written request for disclosure.

**C.** In the event that the request for an accounting is delivered directly to Contractor or its agents or subcontractors, Contractor shall forward within five (5) calendar days a written copy of the request to the County. It shall be the County's responsibility to prepare and deliver any such accounting requested. Contractor shall not disclose any Protected Information except as set forth in this Agreement [45 C.F.R. §§ 164.504(e)(2)(ii)(G) and 165.528]. The provisions of this paragraph shall survive the termination of this Agreement.

## XIII. GOVERNMENTAL ACCESS TO RECORDS

Contractor shall make its internal practices, books and records relating to its use and disclosure of the protected health information it creates for or receives from the County, available to the County and to the Secretary of the U.S. Department of Health and Human for purposes of determining Contractors compliance with the Privacy rule [45 C.F.R. § 164.504(e)(2)(ii)(H)]. Contractor shall provide to the County a copy of any Protected Health Information that Contractor provides to the Secretary concurrently with providing such Protected Information to the Secretary.

## XIV. CERTIFICATION

To the extent that the County determines that such examination is necessary to comply with Contractor's legal obligations pursuant to HIPAA relating to certification of its security practices, County, or its authorized agents or contractors may, at the County's expense, examine Contractor's facilities, systems, procedures and records as may be necessary for such agents or contractors to certify to County the extent to which Contractor's security safeguards comply with HIPAA Regulations, the HITECH Act, or this Agreement.

## XV. BREACH OF UNSECURED PROTECTED HEALTH INFORMATION

**A.** In the case of a breach of unsecured Protected Health Information, Contractor shall comply with the applicable provisions of 42 U.S.C. § 17932 and 45 C.F.R. part 164, subpart D, including but not limited to 45 C.F.R. § 164.410.

**B.** Contractor agrees to notify County of any access, use or disclosure of Protected Health Information not permitted or provided for by this Agreement of which it becomes aware, including any breach as required in 45 45 C.F.R. § 164.410. or security incident immediately upon discovery by telephone at (530) 666-8689 or (530) 666-8044 and will include, to the extent possible, the identification of each Individual whose unsecured Protect Health Information has been, or is reasonably believed by Contractor to have been accessed, acquired, used, or disclosed, a description of the Protected Health Information involved, the nature of the unauthorized access, use or disclosure, the date of the occurrence, and a description of any remedial action taken or proposed to be taken by Contractor. Contractor will also provide to County any other available information that the Covered entity requests.

**C.** A breach or unauthorized access, use or disclosure shall be treated as discovered by Contractor on the first day on which such unauthorized access, use, or disclosure is known, or should reasonably have been known, to Contractor or to any person, other than the individual committing the unauthorized disclosure, that is an employee, officer, subcontractor, agent or other representative of Contractor.

**D.** Contractor shall mitigate, to the extent practicable, any harmful effect that results from a breach, security incident, or unauthorized access, use or disclosure of unsecured Protected Health Information by Contractor or its employees, officers, subcontractors, agents or representatives.

**E.** Following a breach, security incident, or any unauthorized access, use or disclosure of unsecured Protected Health Information, Contractor agrees to take any and all corrective action necessary to prevent recurrence, to document any such action, and to make all documentation available to the County.

**F.** Except as provided by law, Contractor agrees that it will not inform any third party of a breach or unauthorized access, use or disclosure of Unsecured Projected Health Information without obtaining the County's prior written consent. County hereby reserves the sole right to determine whether and how such notice is to be provided to any individuals, regulatory agencies, or others as may be required by law, regulation or contract terms, as well as the contents of such notice. When applicable law requires the breach to be reported to a federal or state agency or that notice be given to media outlets, Contractor shall cooperate with and coordinate with County to ensure such reporting is in compliance with applicable law and to prevent duplicate reporting, and to determine responsibilities for reporting.

**G.** Contractor acknowledges that it is required to comply with the referenced rules and regulations and that Contractor (including its subcontractors) may be held liable and subject to penalties for failure to comply.

**H.** In meeting its obligations under this Agreement, it is understood that Contractor is not acting as the County's agent. In performance of the work, duties, and obligations and in the exercise of the rights granted under this Agreement, it is understood and agreed that Contractor is at all times acting an independent contractor in providing services pursuant to this Agreement and Exhibit A, Scope of Work.

## XVI. TERMINATION OF AGREEMENT

**A.** Upon termination of this Agreement for any reason, Contractor shall return or destroy, at County's sole discretion, all other Protected Health Information received from the County, or created or received by Contractor on behalf of the County.

**B.** Contractor will retain no copies of Protected Health Information P in possession of subcontractors or agents of Contractor.

**C.** Contractor shall provide the County notification of the conditions that make return or destruction not feasible, in the event that Contractor determines that returning or destroying the PHI is not feasible. If the County agrees that the return of the Protected Health Information is not feasible, Contractor shall extend the protections of this Agreement to such Protected Health Information and limit further use and disclosures of such Protected Health Information for so long as Contractor or any of its agents or subcontractor maintains such information.

**D.** Contractor agrees to amend this Exhibit as necessary to comply with any newly enacted or issued state or federal law, rule, regulation or policy, or any judicial or administrative decision affecting the use or disclosure of Protected Health Information.

**E.** Contractor agrees to retain records, minus any Protected Health Information required to be returned by the above section, for a period of at least 7 years following termination of the Agreement. The determining date for retention of records shall be the last date of encounter, transaction, event, or creation of the record.

**CERTIFICATION**

I, the official named below, certify that I am duly authorized legally to bind Contractor to the above described certification. I am fully aware that this certification is made under penalty of perjury under the laws of the State of California.

11-14-16

Contractor Signature Date

Raymond Herr, M.D.
Official's Name (type or print)

President
Title Federal Tax ID Number

# EXHIBIT D
# GENERAL TERMS AND CONDITIONS

## I. CLOSING OUT

County will pay Contractor's final request for payment providing Contractor has paid all financial obligations undertaken pursuant to this Agreement. If Contractor has failed to pay all obligations outstanding, County will withhold from Contractor's final request for payment the amount of such outstanding financial obligations owed by Contractor. Contractor is responsible for County's receipt of a final request for payment 30 days after termination of this Agreement.

## II. TIME

Time is of the essence in all terms and conditions of this Agreement.

## III. TIME OF PERFORMANCE

Work will not begin, nor claims paid for services under this Agreement until all Certificates of Insurance, business and professional licenses/certificates, IRS ID number, signed W-9 form, or other applicable licenses or certificates are on file with the County's Contract Manager.

## IV. TERMINATION

**A.** This Agreement may be terminated by County or Contractor, at any time, with or without cause, upon 90 days written notice from one to the other.

**B.** County may terminate this Agreement immediately upon notice of Contractor's malfeasance.

**C.** Following termination, County will reimburse Contractor for all expenditures made in good faith that are unpaid at the time of termination not to exceed the maximum amount payable under this Agreement unless Contractor is in default of this Agreement.

## V. SIGNATURE AUTHORITY

The person executing this Agreement on behalf of Contractor affirmatively represents that she/he has the requisite legal authority to enter into this Agreement on behalf of Contractor and to bind Contractor to the terms and conditions of this Agreement. Both the person executing this Agreement on behalf of Contractor and Contractor understand that the County is relying on this representation in entering into this Agreement.

## VI. REPRESENTATIONS

**A.** County relies upon Contractor's professional ability and training as a material inducement to enter into this Agreement. Contractor represents that Contractor will perform the work according to generally accepted professional practices and standards and the requirements of applicable federal, state and local laws. This Agreement is also subject to any additional restrictions or conditions that may be imposed upon the County by the Federal or State government. County's acceptance of Contractor's work shall not constitute a waiver or release of Contractor from professional responsibility.

**B.** Contractor further represents that Contractor possesses current valid appropriate licensure, including, but not limited to, driver's license, professional license, certificate of tax-exempt status, or permits, required to perform the work under this Contract.

## VII. INSURANCE

**A.** Without limiting Contractor's obligation to indemnify County, Contractor must procure and maintain for the duration of the Agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work under this Agreement and the results of that work by Contractor, Contractor's agents, representatives, employees or subcontractors.

**B.** Minimum Coverages (as applicable) - Insurance coverage shall be with limits not less than the following:

1. **Comprehensive General Liability** – $1,000,000/occurrence and $2,000,000/aggregate
2. **Automobile Liability** – $2,000,000/occurrence (general) and $500,000/occurrence (property) [include coverage for Hired and Non-owned vehicles.]
3. **Professional Liability/Malpractice/Errors and Omissions** – $1,000,000/occurrence and $2,000,000/aggregate (If any engineer, architect, attorney, accountant, medical professional, psychologist, or other licensed professional performs work under a contract, contractor must provide this insurance. If not, then this requirement automatically does not apply.)
4. **Workers' Compensation** – Statutory Limits/**Employers' Liability** - $1,000,000/accident for bodily injury or disease (If no employees, this requirement automatically does not apply.)

**C.** If Contractor maintains higher limits than the minimums shown above, County is entitled to coverage for the higher limits maintained by Contractor.

**D.** The County, its officers, agents, employees and volunteers shall be named as additional insured on all but the workers' compensation and professional liability coverages. [NOTE: Evidence of additional insured may be needed as a separate endorsement due to wording on the certificate negating any additional writing in the description box.] It shall be a requirement under this Agreement that any available insurance proceeds broader than or in excess of the specified minimum Insurance coverage requirements and/or limits shall be available to the Additional Insured. Furthermore, the requirements for coverage and limits shall be (1) the minimum coverage and limits specified in this Agreement; or (2) the broader coverage and maximum limits of coverage of any Insurance policy or proceeds available to the named Insured; whichever is greater.

1. The Additional Insured coverage under Contractor's policy shall be "primary and non-contributory" and will not seek contribution from the County's insurance or self-insurance and shall be at least as broad as CG 20 01 04 13.

2. The limits of Insurance required in this Agreement may be satisfied by a combination of primary and umbrella or excess Insurance. Any umbrella or excess Insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and non-contributory basis for the benefit of the County of Yolo (if agreed to in a written contract or agreement) before the County's own Insurance or self-insurance shall be called upon to protect it as a named insured.

3. The policies shall remain in force through the life of this Agreement and, with the exception of professional liability coverage, shall be payable on a "per occurrence" basis unless the County Risk Manager specifically consents in writing to a "claims made" basis. For all "claims made" coverage, in the event that Contractor changes insurance carriers Contractor shall

purchase "tail" coverage covering the term of this Agreement and not less than three years thereafter. Proof of such "tail" coverage shall be required at any time that Contractor changes to a new carrier prior to receipt of any payments due.

**4.** Contractor shall declare all aggregate limits on the coverage before commencing performance of this Agreement, and the County's Risk Manager reserves the right to require higher aggregate limits to ensure that the coverage limits required for this Agreement as set forth above are available throughout the performance of this Agreement.

**5.** Any deductibles or self-insured retentions must be declared to and are subject to the approval of the County Risk Manager. All self-insured retentions (SIR) must be disclosed to Risk Management for approval and shall not reduce the limits of liability. Policies containing any SIR provision shall provide or be endorsed to provide that the SIR may be satisfied either by the named Insured or Yolo County.

**6.** Each insurance policy shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits except after 30 days' prior written notice by certified mail, return receipt requested, has been given to the Director 10 days for delinquent insurance premium payments).

**7.** Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII, unless otherwise approved by the County Risk Manager.

**8.** The policies shall cover all activities of Contractor, its officers, employees, agents and volunteers arising out of or in connection with this Agreement.

**9.** For any claims relating to this Agreement, Contractor's insurance coverage shall be primary, including as respects the County, its officers, agents, employees and volunteers. Any insurance maintained by the County shall apply in excess of, and not contribute with, insurance provided by Contractor's liability insurance policy.

**10.** Waiver of Subrogation.

**a.** Contractor agrees to waive subrogation which any insurer of Contractor may acquire from Contractor by virtue of the payment of any loss. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation.

**b.** The Workers' Compensation policy must be endorsed with a waiver of subrogation in favor of County for all work performed by Contractor, its employees, agents and subcontractors.

**E.** Prior to commencing services pursuant to this Agreement, Contractor shall furnish the County with original endorsements reflecting coverage required by this Agreement. The endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. All endorsements are to be received by, and are subject to the approval of, the County Risk Manager before work commences. Upon County's request, Contractor shall provide complete, certified copies of all required insurance policies, including endorsements reflecting the coverage required by these specifications.

**F.** During the term of this Agreement, Contractor shall furnish the County with original endorsements reflecting renewals, changes in insurance companies and any other documents reflecting the maintenance of the required coverage throughout the entire term of this Agreement. The endorsements

are to be signed by a person authorized by that insurer to bind coverage on its behalf. Upon County's request, Contractor shall provide complete, certified copies of all required insurance policies, including endorsements reflecting the coverage required by these specifications. Yolo County reserves the right to obtain a full certified copy of any Insurance policy and endorsements. Failure to exercise this right shall not constitute a waiver of right to exercise later.

**G.** Contractor agrees to include with all Subcontractors in their subcontract the same requirements and provisions of this Agreement including the indemnity and Insurance requirements to the extent they apply to the scope of the Subcontractor's work. Subcontractors hired by Contractor agree to be bound to Contractor and the County of Yolo in the same manner and to the same extent as Contractor is bound to the County of Yolo under the Agreement Documents. Subcontractor further agrees to include these same provisions with any Sub-subcontractor. A copy of the Owner Agreement Document Indemnity and Insurance provisions will be furnished to the Subcontractor upon request. The General Contractor/and or Contractor shall require all Subcontractors to provide a valid certificate of insurance and the required endorsements included in the Agreement prior to commencement of any work and General Contractor/and or Contractor will provide proof of compliance to the County of Yolo.

**H.** Contractor shall maintain insurance as required by this Agreement to the fullest amount allowed by law and shall maintain insurance for a minimum of five years following the completion of this project. In the event Contractor fails to obtain or maintain completed operations coverage as required by this Agreement, the County at its sole discretion may purchase the coverage required and the cost will be paid by Contractor.

**I.** Other Insurance Provisions

The general liability and automobile liability policies must contain, or be endorsed to contain, the following provisions:

**1.** The County of Yolo, its officers, officials, agents, employees, and volunteers must be included as additional insureds with respect to liability arising out of automobiles owned, leased, hired or borrowed by or on behalf of Contractor; and with respect to liability arising out of work or operations performed by or on behalf of Contractor including materials, parts or equipment furnished in connection with such work or operations. General Liability coverage shall be provided in the form of an Additional Insured endorsement (CG 20 10 11 85 or equivalent) to Contractor's insurance policy, or as a separate owner's policy.

**2.** For any claims related to work performed under this Agreement, Contractor's insurance coverage must be primary insurance with respect to the County of Yolo, its officers, officials, agents, employees, and volunteers. Any insurance or self-insurance maintained by County, its officers, officials, agents, employees, or volunteers is excess of Contractor's insurance and shall not contribute to it.

**3.** Should any of the above described policies be cancelled prior to the policies' expiration date, Contractor agrees that notice of cancellation will be delivered in accordance with the policy provisions.

## VIII. BEST EFFORTS

Contractor warrants that Contractor will at all times faithfully, industriously and to the best of its ability, experience and talent, perform to County's reasonable satisfaction.

## IX. DISPUTES

Any dispute arising under this Agreement shall be decided by the County Administrative Officer or his/her designee who shall put his or her decision in writing and mail a copy thereof to the address for the notice to Contractor. The decision of the County Administrative Officer shall be final unless, within 30 days from the date such copy is mailed to Contractor, Contractor appeals the decision in writing to the County Board of Supervisors. Any such written appeal shall detail the reasons for the appeal and contain copies of all documentation supporting Contractor's position. In connection with any appeal proceeding under this paragraph, Contractor shall be afforded the opportunity to be heard and offer evidence in support of its appeal to the County Board of Supervisors at a regular Board meeting. Pending a final decision of the dispute, Contractor shall proceed diligently with the performance of this Agreement and in accordance with the County Administrative Officer's decision. The decision of the County Board of Supervisors on the appeal shall be final for purposes of exhaustion of administrative remedies.

## X. DEFAULT

**A.** If Contractor defaults in Contractor's performance, County shall promptly notify Contractor in writing. If Contractor fails to cure a default within 30 days after notification, or if the default requires more than 30 days to cure and Contractor fails to commence to cure the default within 30 days after notification, then County may immediately terminate this Agreement.

**B.** If Contractor fails to cure default within the specified period of time, County may elect to cure the default and any expense incurred shall be payable by Contractor to County.

**C.** If County serves Contractor with a notice of default and Contractor fails to cure the default, Contractor waives any further notice of termination of this Agreement.

**D.** If this Agreement is terminated because of Contractor's default, County shall be entitled to recover from Contractor all damages allowed by law.

## XI. INDEMNIFICATION

**A.** Contractor shall indemnify, defend and hold harmless the County of Yolo, its officers, agents, employees and volunteers from and against any and all claims, damages, demands, losses, defense costs, expenses (including attorney fees) and liability of any kind or nature arising out of or resulting from performance of the work, provided that any such claim, damage, demand, loss, cost, expense or liability is caused in whole or in part by any negligent or intentional act or omission of Contractor, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, unless caused by the willful conduct or sole negligence of the party indemnified hereunder. Contractor and/or Subcontractor's responsibility for such defense and indemnity obligations shall survive the termination or completion of this Agreement for the full period of time allowed by law. The defense and indemnification obligations of this Agreement are undertaken in addition to, and shall not in any way be limited by, the insurance obligations contained in this Agreement.

**B.** Contractor's defense and indemnity obligations shall survive the termination or completion of this Agreement for the full period of time allowed by law. The defense and indemnification obligations of this Agreement are undertaken in addition to, and shall not in any way be limited by, the insurance obligations contained in this Agreement.

**C.** Any subcontractors may contractually agree to be bound to Contractor and the County of Yolo in the same manner and to the same extent as Contractor is bound to the County of Yolo under the

Agreement. Subcontractor further agrees to include the same requirements and provisions of this Agreement, including the indemnity and Insurance requirements, with any Sub-subcontractor to the extent they apply to the scope of the Sub-subcontractor's work. A copy of the County of Yolo Contract Document Indemnity and Insurance provisions will be furnished to the Subcontractor upon request.

**D.** In providing any defense under this Paragraph, Contractor shall use counsel reasonably acceptable to the County Counsel.

## XII. INDEPENDENT CONTRACTOR

**A.** Contractor is an independent contractor and not an agent, officer or employee of County. The parties mutually understand that this Agreement is between two independent contractors and is not intended to and shall not be construed to create the relationship of agent, servant, employee, partnership, joint venture or association.

**B.** Contractor shall have no claim against County for employee rights or benefits including, but not limited to, seniority, vacation time, vacation pay, sick leave, personal time off, overtime, medical, dental or hospital benefits, retirement benefits, Social Security, disability, Workers' Compensation, unemployment insurance benefits, civil service protection, disability retirement benefits, paid holidays or other paid leaves of absence.

**C.** Contractor is solely obligated to pay all applicable taxes, deductions and other obligations including, but not limited to, federal and state income taxes, withholding, Social Security, unemployment, disability insurance, Workers' Compensation and Medicare payments.

**D.** Contractor shall indemnify and hold County harmless from any liability which County may incur because of Contractor's failure to pay such obligations.

**E.** As an independent contractor, Contractor is not subject to the direction and control of County except as to the final result contracted for under this Agreement. County may not require Contractor to change Contractor's manner of doing business, but may require redirection of efforts to fulfill this Agreement.

**F.** Contractor may provide services to others during the same period Contractor provides service to County under this Agreement.

**G.** Any third persons employed by Contractor shall be under Contractor's exclusive direction, supervision and control. Contractor shall determine all conditions of employment including hours, wages, working conditions, discipline, hiring and discharging or any other condition of employment.

**H.** As an independent contractor, Contractor shall indemnify and hold County harmless from any claims that may be made against County based on any contention by a third party that an employer-employee relationship exists under this Agreement.

**I.** Contractor, with full knowledge and understanding of the foregoing, freely, knowingly, willingly and voluntarily waives the right to assert any claim to any right or benefit or term or condition of employment insofar as they may be related to or arise from compensation paid hereunder.

## XIII. RESPONSIBILITIES OF CONTRACTOR

**A.** Contractor verifies that Contractor has reviewed the scope of work to be performed under this

Agreement and agrees that in Contractor's professional judgment, the work can and shall be completed for costs within the maximum amount set forth in this Agreement.

**B.** To fully comply with the terms and conditions of this Agreement, Contractor shall:

1. Establish and maintain a system of accounts for budgeted funds that complies with generally accepted accounting principles for government agencies;

2. Document all costs by maintaining complete and accurate records of all financial transactions associated with this Agreement, including, but not limited to, invoices and other official documentation that sufficiently support all charges under this Agreement;

3. Submit monthly reimbursement claims for expenditures that directly benefit Yolo County;

4. Be liable for repayment of any disallowed costs identified through quarterly reports, audits, monitoring or other sources; and

5. Retain financial, programmatic, client data and other service records for 3 years from the date of the end of the contract award or for 3 years from the date of termination, whichever is later.

## XIV. COMPLIANCE WITH LAW

**A.** Contractor shall comply with all federal, state and local laws and regulations applicable to Contractor's performance, including, but not limited to, licensing, employment and purchasing practices, wages, hours and conditions of employment.

**B.** Contractor represents that it will comply with the applicable cost principles and administrative requirements including claims for payment or reimbursement by County as set forth in 2 CFR 200, as currently enacted or as may be amended throughout the term of this Agreement.

## XV. CONFIDENTIALITY

**A.** Contractor shall prevent unauthorized disclosure of names and other client-identifying information, except for statistical information not identifying a particular client.

**B.** Contractor shall not use client specific information for any purpose other than carrying out Contractor's obligations under this Agreement.

**C.** Contractor shall promptly transmit to County all requests for disclosure of confidential information.

**D.** Except as otherwise permitted by this Agreement or authorized by the client, Contractor shall not disclose any confidential information to anyone other than the State of California without prior written authorization from County.

**E.** Promptly invoke all applicable privileges when records are disclosed pursuant to subpoena or search warrant.

**F.** Promptly transmit to County all requests for disclosure of confidential information.

G. For purposes of this section, identity shall include, but not be limited to, name, identifying number, symbol or other client identifying particulars, such as fingerprints, voice print or photograph. Client shall include individuals receiving services pursuant to this Agreement.

## XVI. CONFLICT OF INTEREST

A. Contractor shall comply with the laws and regulations of the State of California and County regarding conflicts of interest, including, but not limited to, Article 4 of Chapter 1, Division 4, Title 1 of the California Government Code, commencing with Section 1090, and Chapter 7 of Title 9 of said Code, commencing with Section 87100 including regulations promulgated by the California Fair Political Practices Commission.

B. Contractor covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of Contractor's obligations and responsibilities under this Agreement. Contractor further covenants that in the performance of this Agreement, no person having any such interest shall be employed. This covenant shall remain in force until Contractor completes performance of the services required of it under this Agreement.

C. Contractor agrees that if any fact comes to its attention that raises any question as to the applicability of any conflict of interest law or regulation, Contractor will immediately inform the County and provide all information needed for resolution of the question.

## XVII. DRUG FREE WORKPLACE

Contractor represents that Contractor is knowledgeable of Government Code section 8350 et. seq., regarding a drug free workplace and shall abide by and implement its statutory requirements.

## XVIII. HEALTH AND SAFETY STANDARDS

Contractor shall abide by all health and safety standards set forth by the State of California and/or the County of Yolo pursuant to the Injury and Illness Prevention Program. If applicable, Contractor must receive all health and safety information and training from County.

## XIX. CHILD/ADULT ABUSE

If services pursuant to this Agreement will be provided to children and/or elder adults, Contractor represents that Contractor is knowledgeable of the Child Abuse and Neglect Reporting Act (Penal Code section 11164 et seq.) and the Elder Abuse and Dependent Adult Civil Protection Act (Welfare and Institutions Code section 15600 et seq.) requiring reporting of suspected abuse.

## XX. INSPECTION

Contractor shall retain and make available for review by the County and its designees all records, documents, and general correspondence relating to this Contract and the services required hereunder for a period of not less than five years after receipt of final payment or until all pending audits and proceedings are completed, whichever is later. Contractor shall make such records available for inspection and copying by the County and its designees at any reasonable time. At least 30 calendar days prior to any destruction of these records following the four years, Contractor shall notify the County. Upon such notification, the County shall either agree to the destruction or authorize the records to be forwarded to the County for further retention.

## XXI. NONDISCRIMINATION

**A.** In rendering services under this Contract, Contractor shall comply with all applicable federal, state and local laws, rules and regulations and shall not discriminate based on age, ancestry, color, gender, marital status, medical condition, national origin, physical or mental disability, race, religion, sexual orientation, or other protected status.

**B.** Further, Contractor shall not discriminate against its employees, which includes, but is not limited to, employment upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation and selection for training, including apprenticeship.

## XXII. SUBCONTRACTOR AND ASSIGNMENT

**A.** Services under this Contract are deemed to be personal services.

**B.** Contractor shall not subcontract any work under this Contract nor assign this Contract or monies due without the prior written consent of County's Contract Manager, the County's applicable Department Head or his or her designee and the County Administrator subject to any required state or federal approval.

**C.** If County consents to the use of subcontractors, Contractor shall require and verify that its subcontractors maintain insurance meeting all the requirements stated in this Contract and Contractor shall be fully responsible to the County for all work undertaken by subcontractors.

**D.** Assignment by Contractor of any monies due shall not constitute an assignment of the Contract.

## XXIII. UNFORESEEN CIRCUMSTANCES

Contractor is not responsible for any delay caused by natural disaster, war, civil disturbance, labor dispute or other cause beyond Contractor's reasonable control, provided Contractor gives written notice to County of the cause of the delay within 10 days of the start of the delay.

## XXIV. OWNERSHIP OF DOCUMENTS

**A.** All professional and technical documents and information developed under this Contract, and all work products, including writings, work sheets, reports, and related data, materials, copyrights and all other rights and interests therein, shall become the property of the County, and Contractor agrees to deliver and assign the foregoing to the County, upon completion of the services hereunder or upon any earlier termination of this Contract. Contractor assigns the work products, as and when the same shall arise, for the full terms of protection available throughout the world. In addition, basic data prepared or obtained under this Contract shall be made available to the County without restriction or limitation on their use.

**B.** No additional charge may be made for any of the foregoing.

## XXV. NOTICE

**A.** Any notice necessary to the performance of this Contract shall be given in writing by personal delivery or by prepaid first-class mail addressed as stated on the first page of this Contract.

**B.** If notice is given by personal delivery, notice is effective as of the date of personal delivery. If notice is given by mail, notice is effective as of the day following the date of mailing or the date of delivery reflected upon a return receipt, whichever occurs first.

## XXVI. NONRENEWAL

Contractor acknowledges that there is no guarantee that County will renew Contractor's services under a new contract following expiration or termination of this Contract. Contractor waives all rights to notice of non-renewal of Contractor's services.

## XXVII. COUNTY'S OBLIGATION SUBJECT TO AVAILABILITY OF FUNDS

**A.** The County's obligation under this Contract is subject to the availability of authorized funds. The County may terminate the Contract, or any part of the Contract work, without prejudice to any right or remedy of the County, for lack of appropriation of funds. If expected or actual funding is withdrawn, reduced or limited in any way prior to the expiration date set forth in this Contract, or any subsequent amendment, the County may, upon written Notice to Contractor, terminate this Contract in whole or in part.

**B.** Payment shall not exceed the amount allowable for appropriation by the Board of Supervisors. If the Contract is terminated for non-appropriation of funds:

**1.** The County will be liable only for payment in accordance with the terms of this Contract for services rendered prior to the effective date of termination; and

**2.** Contractor shall be released from any obligation to provide further services pursuant to this Contract that are affected by the termination.

**C.** Funding for this Contract beyond the current appropriation year is conditional upon appropriation by the Board of Supervisors of sufficient funds to support the activities described in this Contract. Should such an appropriation not be approved, this Contract will terminate at the close of the current Appropriation Year.

**D.** This Contract is void and unenforceable if all or parts of federal or state funds applicable to this Contract are not available to County. If applicable funding is reduced, County may either:

**1.** Cancel this Contract; or,

**2.** Offer a contract amendment reflecting the reduced funding.

## XXVIII. CHANGES AND AMENDMENTS

**A.** County may request changes in Contractor's scope of services. Any mutually agreed upon changes, including any increase or decrease in the amount of Contractor's compensation, shall be effective when incorporated in written amendments to this Contract.

**B.** The party desiring the revision shall request amendments to the terms and conditions of this Contract in writing. Any adjustment to this Contract shall be effective only upon the parties' mutual execution of an amendment in writing.

**C.** No verbal agreements or conversations prior to execution of this Contract or requested amendment shall affect or modify any of the terms or conditions of this Contract unless reduced to writing according to the applicable provisions of this Contract.

## XXIX. CHOICE OF LAW

The parties have executed and delivered this Contract in the County of Yolo, State of California. The laws of the State of California shall govern the validity, enforceability or interpretation of this Contract. Yolo County shall be the venue for any action or proceeding, in law or equity that may be brought in connection with this Agreement.

## XXX. HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT

Contractor represents that it is knowledgeable of the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") and its implementing regulations issued by the U.S. Department of Health and Human Services (45 C.F.R. Parts 160-64) regarding the protection of health information obtained, created, or exchanged as a result of this Contract and shall abide by and implement its statutory requirements.

## XXXI. COVENANT AGAINST CONTINGENT FEES

Contractor warrants that it has not employed or retained any company or person, other than a bona fide employee working for Contractor, to solicit or secure this Contract, and that it has not paid or agreed to pay any company or person, other than a bona fide employee, any fee, commission, percentage, brokerage fee, gift, or any other consideration, contingent upon or resulting from the award or making this Contract. For breach or violation of this warranty, the County shall have the right to annul this Contract without liability, or in its discretion to deduct from the Contract price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift or contingent fee.

## XXXII. WAIVER

Any failure of a party to assert any right under this Contract shall not constitute a waiver or a termination of that right, under this Contract or any of its provisions.

## XXXIII. CONFLICTS IN THE CONTRACT DOCUMENTS

The Contract documents are intended to be complementary and interpreted in harmony so as to avoid conflict. In the event of conflict in the Contract documents, the parties agree that the document providing the highest quality and level of service to the County shall supersede any inconsistent term in these documents.

## XXXIV. DISBARMENT OR SUSPENSION OF CONTRACTOR

**A.** Contractor represents that its officers, directors and employees (i) are not currently excluded, debarred, or otherwise ineligible to participate in the federal health programs as defined in 42 USC § 1320a-7b(f) (the "Federal Healthcare Programs") or any state healthcare programs; (ii) have not been convicted of a criminal offense related to the provision of healthcare items or services but or previously excluded, debarred, or otherwise declared ineligible to participate in the Federal Healthcare Programs or any state healthcare programs, and (iii) are not, to the best of its knowledge, under investigation or otherwise aware of any circumstances which may result in Contractor being excluded from participation in the Federal Healthcare Programs or any state healthcare programs.

**B.** This representation and warranty shall be an ongoing representation and warranty during the term of this Contract and Contractor must immediately notify the County of any change in the status of the representation and warranty set forth in this section.

C. If services pursuant to this Contract involve healthcare programs, Contractor agrees to provide certification of non-suspension with submission of each invoice. Failure to submit certification with invoices will result in a delay in County processing of Contractor's payment.

## XXXV. EXECUTION IN COUNTERPARTS

This Agreement may be executed in two or more counterparts, each of which together shall be deemed an original, but all of which together shall constitute one and the same instrument, it being understood that all parties need not sign the same counterpart. In the event that any signature is delivered by facsimile or electronic transmission (e.g., by e-mail delivery of a ".pdf" format data file), such signature shall create a valid and binding obligation of the party executing (or on whose behalf such signature is executed) with the same force and effect as if such facsimile or electronic signature page were an original signature.

## XXXVI. ENTIRE CONTRACT

This Agreement, including any exhibits referenced, constitutes the entire agreement between the parties and there are no inducements, promises, terms, conditions or obligations made or entered into by County or Contractor other than those contained in it.