

AGREEMENT
(BOS AGREEMENT NO. ____-____)

This Agreement is made and entered into as of the last date signed below herein by and between the County of Yolo, a political subdivision of the State of California, hereinafter referred to as “County,” and California Forensic Medical Group, a California corporation, hereinafter referred to as “Contractor,” jointly referred to as the “Parties,” who agree upon the following considerations:

WHEREAS, County has entered into an agreement, attached hereto as Exhibit D and incorporated herein, with the State of California, Department of State Hospitals (“DSH”), Agreement Number 19-79013-000, (“DSH Yolo Agreement”) for administration of a Jail Based Competency Treatment (“JBCT”) program for the provision of restoration of competency to certain felony patient inmates deemed incompetent to stand trial (“IST”) under Penal Code section 1370;

WHEREAS, Contractor is a qualified inmate medical services provider and has agreed to provide services to assist in this JBCT program and venture as outlined below; and

WHEREAS, County and Contractor wish to enter into this Agreement, subject to written approval by DSH, to provide a full and complete statement of their responsibilities in connection with this program and venture during the term of this Agreement.

NOW, THEREFORE, in consideration of the covenants and promises hereinafter made, the Parties hereto agree as follows:

1. DESCRIPTION OF SERVICES:

Contractor agrees to furnish the services described in Exhibit A, which is attached hereto and incorporated herein by reference. In providing such services and assistance, Contractor agrees to fully cooperate with the Yolo County Jail or designee thereof, hereinafter referred to as “Jail”.

2. TERM:

This Agreement shall begin upon execution by both Parties and shall remain in full force and effect from March 1, 2022 at 12:01 A.M. through December 31, 2022 at 11:59 P.M., unless sooner terminated as provided herein.

3. TERMINATION:

A. Breach of Contract. If, in the opinion of County, Contractor fails to adequately perform the services required hereunder within the time limits specified herein, or otherwise fails to comply with the terms of this Agreement, or violates any ordinance, regulation, or other law applicable to its performance herein, County may terminate this Agreement immediately, upon notice.

B. Without Cause. This Agreement may be terminated by County or Contractor without cause upon thirty (30) days’ advance written notice. Such notice shall state the effective date of the termination.

C. Insufficient Funding. County’s obligations under this Agreement are contingent upon the availability of local, state and/or federal funds. In the event such funding is terminated, County shall, at its sole discretion, determine whether this Agreement shall be terminated.

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County shall provide Contractor seven (7) days advance written notice of its intent to terminate this Agreement due to insufficient funding.

- D. Compensation.** In the event of any termination of this Agreement, Contractor shall be entitled to compensation for uncompensated services rendered hereunder through and including the effective date of such termination. However, this provision shall not limit or reduce any damages owing to County resulting from a breach of this Agreement by Contractor.

4. COMPENSATION:

The maximum amount payable by County under this Agreement is **SIX HUNDRED NINETY THOUSAND FIVE HUNDRED EIGHTY-FOUR DOLLARS AND TWO CENTS (\$690,584.02)**. Contractor agrees to perform all services required by this Agreement for an amount not to exceed such maximum dollar amount. The rates and costs shall be as set forth in Exhibit B, which is attached hereto and incorporated herein by reference.

5. NOTICES:

- A.** Any and all notices required to be given pursuant to the terms of this Agreement shall be in writing and either served personally or sent by certified mail, return receipt requested, to the respective addresses set forth below. Notice shall be effective upon actual receipt or refusal as shown on the receipt obtained pursuant to the foregoing.

County: Yolo County Sheriff
Attention: Denny Cheuk, Chief of Finance
170 Tony Diaz Drive
Woodland, CA 95776

Yolo County HHSA
Attention: Nolan Sullivan, Interim Director
137 N. Cottonwood Street
Woodland, CA 95695

Contractor: California Forensic Medical Group
Attention: Chief Legal Officer
3340 Perimeter Hill Drive
Nashville, TN 37211

- B.** In lieu of written notice to the above addresses, any party may provide notices through the use of email provided the following email addresses are used:

Contractor: Carin.Kottraba@wellpath.us
Process@corpcreations.com

County:
Contracts Unit HHSAContracts@YoloCounty.org
Contract Administrator Brian.Vaughn@yolocounty.org
Sheriff Department Denny.Cheuk@yolocounty.org

- C.** Any party may change the address or email address to which such communications are to be given by providing the other parties with written notice of such change at least fifteen (15)

calendar days prior to the effective date of the change.

- D. All notices shall be effective upon receipt and shall be deemed received through delivery if personally served or served using email, or on the fifth (5th) day following deposit in the mail if sent by first class mail.

6. REPORTS:

Contractor agrees to provide County with any and all reports, which may be required by local, state or federal agencies for compliance with this Agreement. Reports shall be submitted no later than fifteen (15) days after the end of each calendar quarter using the format required by the State of California as appropriate.

7. RECORD RETENTION AND INSPECTION:

- A. Maintenance and Preservation of Records. Contractor agrees to timely prepare accurate and complete financial, performance and payroll records relating to the services provided hereunder, and to maintain and preserve said records for at least three (3) years from the date of final payment under this Agreement, except that if any litigation, claim, negotiation, audit or other action is pending, the records shall be retained until completion and resolution of all issues arising therefrom. The books and records shall be original entry books with a general ledger itemizing all debits and credits for the work performed.
- B. Inspection of Records. Pursuant to California Government Code Section 8546.7, all records, documents, conditions and activities of Contractor, and its subcontractors, related to the services provided hereunder, shall be subject to the examination and audit of the California State Auditor and other duly authorized agents of the State of California for a period of three (3) years after final payment under this Agreement. Contractor hereby agrees to make such records available during normal business hours to inspection, audit and reproduction by any duly authorized agents of the State of California or County. Contractor further agrees to allow interviews of any of its employees who might reasonably have information related to such records by any duly authorized agents of the State of California or County. All examinations and audits conducted under this section shall be strictly confined to those matters connected with the performance of this Agreement, including, but not limited to, the costs of administering this Agreement.
- C. Audit Costs. In the event of an audit exception or exceptions, the party responsible for not meeting the program requirements shall be responsible for the deficiency and for the cost of the audit. If the allowable expenditures cannot be determined because Contractor's documentation is nonexistent or inadequate, according to generally accepted accounting practices, the questionable cost shall be disallowed by County.

8. MONITORING:

Contractor agrees that County has the right to monitor all activities related to this Agreement, including the right to review and monitor Contractor's records, programs or procedures, at any time, as well as the overall operation of Contractor's programs in order to ensure compliance with the terms and conditions of this Agreement. However, County is not responsible, and will not be held accountable, for overseeing or evaluating the adequacy of the results of services performed by Contractor pursuant to the terms of this Agreement.

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9. CONFIDENTIAL INFORMATION:

- A. Disclosure of Confidential Information.** In the performance of this Agreement, Contractor may receive information that is confidential under local, state or federal law.

Contractor hereby agrees to protect all confidential information in conformance with any and all applicable local, state and federal laws and regulations, including, but not limited to: California Welfare and Institutions Code Sections 827, 5328 and 10850; California Health & Safety Code Sections 1280.15 and 130203; the California Confidentiality of Medical Information Act (“CMIA”); the federal Health Information Technology for Economic and Clinical Health Act, (“HITECH Act”); the federal Health Insurance Portability and Accountability Act of 1996 (“HIPAA”) and any current and future implementing regulations promulgated thereunder, including, without limitation, the Federal Privacy Regulations contained in Title 45 of the Code of Federal Regulations (“C.F.R.”) Parts 160 and 164, the Federal Security Standards contained in 45 C.F.R. Parts 160, 162 and 164, the Federal Standards for Electronic Transactions contained in 45 C.F.R. Parts 160 and 162, and the Federal Confidentiality of Substance Abuse Disorder Patient Records laws and regulations, Title 42 of the United States Code §290dd-2 and 42 C.F.R Part 2 (“Part 2 Regulations”); all as may be amended from time to time.

Notwithstanding anything to the contrary contained herein, nothing shall be construed to require Contractor to act or refrain from acting in any way that might jeopardize the trade secret, proprietary, or confidential status of, or Contractor’s ownership interest in, its information.

- B. Continuing Compliance with Confidentiality Laws.** The Parties acknowledge that federal and state confidentiality laws are rapidly evolving, and that amendment of this Agreement may be required to ensure compliance with such developments. Each party agrees to promptly enter into negotiations concerning an amendment to this Agreement embodying written assurances consistent with the standards and requirements of HIPAA, the HITECH Act, the CMIA, the Part 2 Regulations, and any other applicable local, state and federal laws or regulations.
- C. Reporting Security Incidents and Breaches.** Contractor shall report, as soon as reasonably practicable, within 24 hours for security incidents, as defined in 45 CFR §164.304, and one (1) hour for breaches of unsecured PHI as defined by Section 164.402 of the HIPAA Regulations to:

1. Cha Yang, County’s Privacy Officer-Risk Manager/Safety Officer at cha.yang@yolocounty.org, and
2. Lee Gerney, County’s Information Security Officer-Chief Technology Officer at lee.gerney@yolocounty.org, and
3. Katherine Barrett, HHS Behavioral Health Compliance Officer at HHS.BHCompliance@yolocounty.org.

10. NON-DISCRIMINATION COMPLIANCE:

- A. Professional Services and Employment.** In connection with the execution of this Agreement, Contractor shall not discriminate in the provision of professional services or against any employee or applicant for employment because of race, religion or religious creed, color, age (over 40 years of age), sex (including gender identity and expression, pregnancy, childbirth and related medical conditions), sexual orientation (including heterosexuality,

homosexuality and bisexuality), national origin, ancestry, marital status, medical condition (including cancer and genetic characteristics), mental or physical disability (including HIV status and AIDS), political affiliation, military service, or any other classifications protected by local, state and federal laws and regulations. Nothing herein shall be construed to require employment of unqualified persons.

- B.** Compliance with Anti-Discrimination Laws. Contractor further assures that it will abide by the provisions of Title VI and Title VII of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, as amended, the Age Discrimination Act of 1975, California Welfare and Institutions Code Section 10000, CDSS MPP Division 21, United States Executive Order 11246, as amended, and any other applicable local, state and federal laws and regulations. Practices in hiring, compensation, benefits and firing are among the employment practices subject to this requirement.

11. DRUG-FREE WORKPLACE:

By signing this Agreement, Contractor hereby certifies that Contractor will comply with the requirements of the Drug-Free Workplace Act of 1990 (California Government Code Sections 8350 et seq.) and will provide a drug-free workplace by doing all of the following:

- A.** Drug-Free Policy. Publish, as required by California Government Code Section 8355(a)(1), a Drug-Free Policy Statement which notifies employees that the unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited, and specifies the actions to be taken against employees for violations.
- B.** Drug-Free Awareness Program. Establish, as required by California Government Code Section 8355(a)(2), a Drug-Free Awareness Program which informs employees about all of the following:
1. The dangers of drug abuse in the workplace;
 2. Contractor's policy of maintaining a drug-free workplace;
 3. Any available counseling, rehabilitation and employee assistance programs; and
 4. Penalties that may be imposed upon employees for drug abuse violations.
- C.** Drug-Free Employment Agreement. Ensure, as required by California Government Code Section 8355(a)(3), that every employee who provides services hereunder will:
1. Receive a copy of Contractor's Drug-Free Policy Statement; and
 2. Agree to abide by the terms of Contractor's Drug-Free Policy as a condition of employment.
- D.** Noncompliance. Failure to comply with these requirements may result in suspension of payments under this Agreement and/or termination thereof, and Contractor may be ineligible for award of future contracts if County determines that the foregoing certification is false or if Contractor violates the certification by failing to carry out the above-referenced requirements.

12. INDEMNIFICATION:

Contractor shall hold harmless, defend and indemnify County and its agents, officers, officials, employees and volunteers from and against any and all claims, demands, losses, damages, liabilities, expenses and costs of any kind or nature, including, without limitation, attorney fees and other costs of litigation, arising out of, or in connection with, Contractor's performance of, or

failure to comply with, any of the obligations contained herein, except such loss or damage which was caused by the negligence or willful misconduct of County.

13. INSURANCE REQUIREMENTS:

This Agreement shall not be executed by County, and Contractor is not entitled to any rights hereunder, unless certificates of insurance or other sufficient proof that the following provisions have been complied with, are filed with the Clerk of the Yolo County Board of Supervisors.

A. General Insurance Requirements. Without limiting Contractor's indemnification obligations provided for herein, Contractor shall, and shall require that all subcontractors hereunder, take out and maintain, throughout the period of this Agreement and any extended term thereof, the following policies of insurance placed with insurers authorized to do business in California and with a current A.M. Bests rating of no less than A: VII or its equivalent against personal injury, death and property damage which may arise from, or in connection with, the activities of Contractor, its agents, officers, directors, employees, licensees, invitees, assignees or subcontractors:

1. Comprehensive or Commercial General Liability Insurance at least as broad as Insurance Services Office Commercial General Liability Coverage (occurrence form CG 0001), in an amount of Two Million Dollars (\$2,000,000) per occurrence for any one incident, including, but not limited to, personal injury, death and property damage. If a general aggregate limit is used, such limit shall apply separately hereto or shall be twice the required occurrence limit.
2. Automobile/Motor Liability Insurance with a limit of liability of not less than One Million Dollars (\$1,000,000) combined single limit coverage. Such insurance shall include coverage of all owned, hired and non-owned vehicles. Said coverage shall be at least as broad as Insurance Service Office Form Code 1 (any auto).
3. Workers' Compensation Insurance, as required by the Labor Code of the State of California, with statutory limits, and Employers Liability Insurance with a limit of no less than One Million Dollars (\$1,000,000) per accident for bodily injury or disease. Said policy shall contain, or be endorsed to contain, a waiver of subrogation against County, its agents, officers, officials, employees and volunteers.
4. Professional Liability Insurance – Error and Omission Coverage including coverage in an amount no less than Two Million Dollars (\$2,000,000) for each occurrence (Four Million Dollars (\$4,000,000) general aggregate). Said insurance shall be maintained for the statutory period during which Contractor may be exposed to liability. Contractor shall require that such coverage be incorporated into its professional services agreements with any other entities.

B. Special Insurance Requirements. Said policies shall, unless otherwise specified herein, be endorsed with the following provisions:

1. The Comprehensive or Commercial General Liability Policy shall provide that County, its agents, officers, officials, employees and volunteers, are covered as additional insured for liability arising out of the operations performed by or on behalf of Contractor. The coverage shall contain no special limitations on the scope of protection afforded to County, its agents, officers, officials, employees and volunteers. Said policy shall also contain a provision stating that such coverage:
 - a. Includes contractual liability.

14. RELATIONSHIP OF PARTIES:

It is understood that this is an Agreement by and 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 any other similar association. Both Parties further agree that Contractor shall not be entitled to any benefits to which County employees are entitled, including, but not limited to, overtime, retirement benefits, leave benefits or workers' compensation.

15. HIPAA COVERED ENTITY REQUIREMENTS:

Each party hereto represents itself to be a "covered entity," as that term is defined by HIPAA, and agrees to use and disclose any and all confidential information concerning persons receiving services pursuant to this Agreement in accordance with any and all applicable laws, regulations and standards. County and Contractor acknowledge that the exchange of such confidential information shall only be for the purposes of treatment, payment and health care operations. The County and Contractor may be required to enter into a Business Associate Agreement or Business Associate Agreement & Qualified Service Organization Agreement containing the specific requirements regarding Contractor's acquisition, access, use, or disclosure of PHI prior to such acquisition, access, use, or disclosure of PHI. If the County determines, in its sole discretion, that a Business Associate Agreement or Business Associate Agreement & Qualified Service Organization Agreement is required, the parties mutually agree to execute same.

16. CONTRACT BETWEEN COUNTY AND DSH

A. Contractor has reviewed the DSH Yolo Agreement between County and DSH, attached hereto as Exhibit D and incorporated herein, and agrees to comply with of the terms and conditions therein applicable to Contractor pursuant to this Agreement, including those contained in all exhibits and attachments. Nothing in this Agreement shall create a contractual relationship between DSH and Contractor.

B. This Agreement in all respects is subordinate and subject to the terms of the Facility Sublease dated as of January 1, 2022 by and between the Department of Corrections and Rehabilitation of the State of California, as lessor ("CDCR") and County, the Indenture, the Site Lease, and the Facility Lease related to the State Public Works Board of the State of California Lease Revenue Bonds AB900 (Various Correctional Facilities), and is subject to review and written consent of the State Public Works Board and the Department of Corrections and Rehabilitation prior to execution, as is any amendment or modification thereto.

17. COMPLIANCE WITH LAWS:

Contractor agrees to comply with all applicable local, state and federal laws and regulations, including, but not limited to, the Americans with Disabilities Act. Contractor further agrees to comply with all applicable local, state and federal licensure and certification requirements. Contractor shall keep informed of, observe, comply with, and cause all of its agents and employees to observe and to comply with all prevailing Federal, State, and local laws, and rules and regulations made pursuant to said Federal, State, and local laws which in any way affect the conduct of the work of this Agreement, If any conflict arises between provisions of the plans and specifications and any such law above referred to then Contractor shall immediately notify County in writing.

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18. SEVERABILITY:

If any provision of this Agreement, or any portion thereof, is found by any court of competent jurisdiction to be unenforceable or invalid for any reason, such provision shall be severable and shall not in any way impair the enforceability of any other provision of this Agreement.

19. ASSIGNMENT:

Contractor shall not delegate its duties or assign its rights hereunder, either in whole or in part, without County's prior written consent. Any assignment by Contractor in violation of this provision shall be void and shall be cause for immediate termination of this Agreement. This provision shall not be applicable to service agreements or other arrangements usually or customarily entered into by Contractor to obtain supplies, technical support or professional services.

20. AGREEMENT SHALL BIND SUCCESSORS:

All provisions of this Agreement shall be fully binding upon, and inure to the benefit of, the Parties and to each of their heirs, executors, administrators, successors and assigns.

21. WAIVER OF DEFAULT:

The waiver by either party of any breach or violation of any requirement of this Agreement shall not be deemed to be a waiver of any such breach in the future, or of the breach of any other requirement of this Agreement. In no event shall any payment by County constitute a waiver of any breach of this Agreement or any default which may then exist on the part of Contractor. Nor shall such payment impair or prejudice any remedy available to County with respect to any breach or default. County shall have the right to demand repayment of, and Contractor shall promptly refund, any funds disbursed to Contractor, which in the judgment of County were not expended in accordance with the terms of this Agreement.

22. NON-LIABILITY OF COUNTY OFFICIALS AND EMPLOYEES:

No official or employee of County shall be personally liable for any default or liability under this Agreement.

23. AMENDMENT:

No addition to, or alteration of, the terms of this Agreement shall be valid unless made in writing and signed by the Parties hereto.

24. STANDARD OF PRACTICE:

Contractor warrants that Contractor has the degree of learning and skill ordinarily possessed by reputable professionals practicing in similar localities in the same profession and under similar circumstances. Contractor's duty is to exercise such care, skill and diligence as professionals engaged in the same profession ordinarily exercise under like circumstances.

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25. TITLE TO INFORMATION AND DOCUMENTS:

It is understood that any and all documents, information, and reports concerning the subject matter of this Agreement prepared and/or submitted by Contractor in fulfillment of its duties hereunder shall become the property of DSH. However, Contractor may retain copies of such documents and information for its records. In the event of termination of this Agreement, for any reason whatsoever, Contractor shall promptly turn over all such information, writings and documents to County and DSH without exception or reservation.

26. JURISDICTION AND VENUE:

This Agreement shall be construed in accordance with the laws of the State of California. Any dispute arising hereunder, or relating hereto, shall be litigated in the State of California and venue shall lie in the County of Yolo unless transferred by court order pursuant to California Code of Civil Procedure Sections 394 or 395.

27. ADVERTISING AND MEDIA RELEASE:

All informational material related to this Agreement shall receive approval from County prior to being used as advertising or released to the media (television, radio, newspapers and internet). Contractor shall inform County of all requests for interviews by media related to this Agreement before such interviews take place; and County is entitled to have a representative present at such interviews. All notices required by this provision shall be given to Jail.

28. SUBCONTRACTS:

Contractor shall obtain prior written approval from County before subcontracting any of the services to be delivered hereunder. Any and all subcontracts will be subject to all applicable provisions of this Agreement. Contractor shall remain legally responsible for the performance of all terms and conditions of this Agreement, including work performed by third parties under subcontracts, whether approved by County or not.

29. INTERPRETATION:

This Agreement, as well as its individual provisions, shall be deemed to have been prepared equally by both of the Parties hereto, and shall not be construed or interpreted more favorably for one party on the basis that the other party prepared it.

30. INDEPENDENT CONSTRUCTION:

The titles of the sections, subsections, and paragraphs set forth in this Agreement are inserted for convenience of reference only and shall be disregarded in construing or interpreting any of the provisions of this Agreement.

31. FORCE MAJEURE:

Neither party hereto shall be liable or responsible for delays or failures in performance resulting from events beyond the reasonable control of such party and without fault or negligence of such party. Such events shall include, but not be limited to, acts of God, strikes, lockouts, riots, acts of war, epidemics, acts of government, fire, power failures, nuclear accidents, earthquakes, unusually severe weather, acts of terrorism or other disasters, whether or not similar to the foregoing.

32. ENTIRE AGREEMENT:

This Agreement contains all of the terms and conditions agreed upon by the Parties hereto and no other agreements, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind either of the Parties hereto. In addition, this Agreement shall supersede in its entirety any and all prior agreements of the Parties.

33. AUTHORITY TO EXECUTE:

Each person executing this Agreement represents and warrants that he or she is duly authorized and has legal authority to execute and deliver this Agreement. Each party represents and warrants to the other that the execution and delivery of this Agreement and the performance of such party's obligations hereunder have been duly authorized.

34. SUBORDINATION:

Notwithstanding anything in this Agreement: the Parties agree that this Agreement in all respects is (i) subordinate and subject to the terms of the Indenture for the State Public Works Board of the State of California Lease Revenue Bonds (Department of Corrections and Rehabilitation) 2021 Series D (the "Bonds"), and the Site Lease, the Facility Lease, and the Facility Sublease (including but not limited to, re-letting rights) related to the Bonds that involve, or are executed by, the County of Yolo and any subsequent indenture or amended or restated site lease, facility lease, and facility sublease entered into to facilitate a refunding of the Bonds; (ii) subject to review and written consent of the State Public Works Board and Department of Corrections and Rehabilitation prior to execution, as is any amendment or modification thereto; and (iii) shall be terminable by the County, DSH, or at the direction of the State Public Works Board upon fifty (50) days' notice, without penalty or cause.

Signatures to follow

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Infor Ref No.

IN WITNESS WHEREOF, the Parties have entered into this Agreement as of the date written above.

TWO SIGNATURES ARE REQUIRED FOR CORPORATIONS:

- (1) CHAIRPERSON OF THE BOARD, PRESIDENT, OR VICE PRESIDENT; AND*
- (2) SECRETARY, ASSISTANT SECRETARY, CHIEF FINANCIAL OFFICER OR TREASURER.*

CALIFORNIA FORENSIC MEDICAL GROUP

By: _____ Date: _____
Grady Judson Bazzel, M.D.
President

By: _____ Date: _____
Richard Medrano, M.D.
Vice President and Secretary

CONSENTED TO (Pursuant to a Facility Sublease Dated November 1, 2021, between the Department of Corrections and Rehabilitation of the state of California and the County of Yolo and the County certificate to the Tax Certification referenced therein)

STATE PUBLIC WORKS BOARD OF THE STATE OF CALIFORNIA

By _____
Koreen H. van Ravenhorst
Deputy Director
State Public Works Board

DEPARTMENT OF CORRECTIONS AND REHABILITATION OF THE STATE OF CALIFORNIA

By _____
Chris Lief, Deputy Director

COUNTY OF YOLO

By: _____ Date: _____
Angel Barajas, Chair
Board of Supervisors

By: _____
Nolan Sullivan, Interim Director
Health and Human Services Agency

Attest: Julie Dachtler, Senior Deputy Clerk
Board of Supervisors

By: _____
Deputy (Seal)

Approved as to Form: Philip Pogledich, County Counsel

By: _____
Ronald Martinez, Chief Assistance County Counsel

EXHIBIT A
SCOPE OF WORK

I. SUMMARY OF WORK TO BE PERFORMED.

Contractor shall administer an up to 7-bed Jail-Based Competency Treatment (JBCT) program for the provision of restoration of competency treatment services for inmates with felonies incarcerated at the Yolo County Jail Facility (Facility) and found to be incompetent to stand trial (IST) under California Penal Code section 1370 (hereinafter, "JBCT Patient Inmates"). The services shall be performed at the Monroe Facility and Leinberger Center, 140A Tony Diaz Drive, Woodland, CA 95776. The services shall be provided 24 hours per day, seven days per week, including all state holidays.

II. CONTRACTOR RESPONSIBILITIES.

- A. Contractor shall administer a JBCT program within a designated area of the Facility and provide restoration of competency treatment services that are intended to restore trial competency for JBCT Patient Inmates incarcerated at the Facility and committed to the Department of State Hospitals (DSH) under California Penal Code section 1370. The restoration of competency treatment services shall adhere to the program outlines described in Section 3, Program Elements, below.
- B. Contractor shall conduct a preliminary evaluation of each potential JBCT Patient Inmate by reviewing the medical and mental health records of each prospective JBCT Patient inmate prior to admission into the JBCT program.
 - a. Contractor shall ensure that priority for admissions to the JBCT program shall be based on commitment date, regardless of the County of commitment, unless an exception is made based on one of the factors listed in the California Code of Regulations (CCR), Title 9, Section 4710. In the event multiple felony IST defendants have the same commitment date, admission shall be scheduled based on the availability of the County to transport the defendants.
 - b. Upon JBCT Patient Inmate's admission to the JBCT program, Contractor shall conduct a more thorough assessment in accordance with Section 3, Program Elements, below.
- C. Contractor shall conduct a preliminary evaluation of each potential JBCT Patient Inmate by performing, at a minimum, a review of the medical and mental health records of each prospective Patient Inmate, prior to admission into the JBCT program.
 - a. Contractor shall ensure that priority for admissions to the JBCT program shall be based on commitment date, regardless of the County of commitment, unless an exception is made based on one of the factors listed in California Code of Regulations (CCR), Title 9, Section 4710. In the event multiple felony IST defendants have the same commitment date, admission shall be scheduled based on the availability of the committing County to transport the defendants.
 - b. Upon admission into the JBCT program, Contractor shall ensure that a more thorough assessment is conducted as indicated in Section 3, Program Elements, below.
- D. Contractor shall provide services for a total of three single and two double bed cells to Patient Inmates located in the JBCT designated area. Should the need to increase the number of beds for

the JBCT program, Contractor and County shall negotiate an increase in hours and compensation accordingly.

- E.** Upon the first Patient Inmate admission, Patient Inmates shall be limited to felony Patient Inmates as committed by County for a period of six months. After six months, Patient Inmates shall also include male felony Patient Inmates committed and referred by Del Norte County.
- F.** Contractor retains the right to exclude specific individual Patient Inmates from the JBCT designated for classification reasons at the time of assignment or at any point during the Patient Inmate's incarceration at the Facility.
- G.** Should Contractor determine, based on clinical considerations, patient history, or other factors, that a current or potential Patient Inmate is, or likely shall be, violent and a significant danger to others participating in the JBCT program, Contractor shall inform the County and DSH Contract Manager immediately in writing, and by phone. Contractor agrees that the decision to remove such a Patient Inmate from the JBCT program is at the sole discretion of the DSH, and the DSH shall not unreasonably withhold such permission. In the event a Patient Inmate is removed from the JBCT program, the DSH shall arrange to have such Patient Inmate admitted to a state hospital forthwith as is permitted under the admission requirements set forth in CCR, Title 9, sections 4700, et seq. Contractor shall continue to treat the Patient Inmate in the JBCT program until such arrangements are made. Contractor shall notify the committing County of the Patient Inmate's removal from the JBCT program upon the Patient Inmate's admission to the state hospital.
- H.** Upon Restoration of Competency, Contractor shall assist County with coordinating with the restored Patient Inmate's committing counties' behavioral health programs for the continued mental health care, crisis intervention, ongoing counseling and care, and psychotropic medication compliance for the Patient Inmates restored to competence and transferred from the JBCT program.
- I.** Contractor and its subcontractors shall procure and keep in full force and effect during the term of this Agreement all permits, registrations, and licenses necessary to accomplish the work specified in this Agreement and shall give all notices necessary and incident to the lawful prosecution of the work. Contractor shall provide proof of any such license(s), permits(s), and certificate(s) upon request by the DSH.
- J.** Contractor shall provide services as outlined in this Agreement. Contractor shall be responsible to fulfill the requirements of this Agreement and shall incur expenses at its own risk and invest a sufficient amount of time and capital to fulfill the obligations as contained herein.
- K.** Contractor and its subcontractors shall keep informed of, observe, comply with, and cause all of its agents and employees to observe and to comply with all prevailing Federal, State, and local laws, and rules and regulations made pursuant to said Federal, State, and local laws which in any way affect the conduct of the work of this Agreement. If any conflict arises between provisions of the plans and specifications and any such law above referred to, then Contractor shall immediately notify the County in writing.

III. PROGRAM ELEMENTS.

A. Referral Document Collection Prior to Admission.

Contractor shall coordinate with the committing court to ensure all required documents listed under Penal Code section 1370, subdivision (a)(3) are provided by the court for all Patient Inmates upon admission. Contractor shall provide copies of these documents to the DSH immediately upon request, no later than 24 hours from receipt of the request. Once the

committing County's felony IST referrals are being managed by the DSH Patient Management Unit (PMU), the PMU shall coordinate with the committing court and provide all required documents to Contractor.

B. Referrals Determined to be Not Suitable for Admission.

Should Contractor determine, based on clinical or custodial considerations, that a felony IST referral is not suitable for admission into the JBCT program, Contractor shall inform the DSH Contract Manager and the PMU immediately in writing or by phone. Immediately upon making this determination, Contractor shall provide all required documents listed under Penal Code section 1370, subdivision (a)(3) to the PMU no later than 24 hours. Once the committing County's felony IST referrals are being managed by the PMU, the transmission of these documents will no longer be required.

C. Removal of Patient Inmates No Longer Clinically Suitable.

1. Upon admission, Contractor shall assess each Patient Inmate to ascertain if trial competence is likely and medical issues would not pose a barrier to treatment. At the discretion of the DSH Contract Manager, and if requested in writing, Contractor shall review and agree upon new Patient Inmates being forwarded for admission and/or retention into the JBCT program, which may contraindicate fast-track jail treatment.
2. Should Contractor determine, based on clinical considerations or other factors, that a Patient Inmate admitted into the JBCT program is no longer clinically suitable for participation in the program, Contractor shall contact the DSH Contract Manager to discuss treatment options. Contractor agrees that the decision to remove such a Patient Inmate from the JBCT program is at the sole discretion of the DSH, and the DSH shall not unreasonably withhold such permission.
3. Should Contractor and the DSH determine a Patient Inmate should be removed from the JBCT program, Contractor shall continue to provide treatment until arrangements are made to admit the Patient Inmate to a state hospital. Within seven days of making this determination, Contractor shall also provide the following additional documents to the PMU, including but not limited to:
 - a. Transfer Notification Letter;
 - b. Court Reports, if due or submitted;
 - c. 90-Day Progress Reports, if due or submitted;
 - d. Psychiatry Intake Assessment;
 - e. The three most recent Psychiatry Progress Notes;
 - f. Psychology Intake Assessment;
 - g. 30-Day psychologist Competency Reassessments;
 - h. Social Work/Clinician Intake Assessment;
 - i. Nursing Intake Assessment;
 - j. Informed Consent;
 - k. Medication Orders;
 - l. Laboratory Results, if any; and
 - m. Discharge Summary.

D. Psychological Assessment Protocol.

1. Contractor shall administer a battery of individualized psychological assessments and testing upon admission. Standardized and semi-structured psychological tests shall be utilized to complete a preliminary assessment of the Patient Inmate's current functioning, likelihood of malingering, and current competency to stand trial. Impediments to trial competency shall be ascertained through the use of preliminary assessment instruments, including but not limited to:
 - a. Clinical Interview. The psychologist shall obtain information pertaining to the Patient Inmate's psychosocial, psychiatric, and legal history as well as barriers to competency. *The Mental Status Exam (MSE)* shall also be included in the interview;
 - b. Assessment of Malingering (as clinically indicated). *Miller Forensic Assessment of Symptoms (M-FAST)*;
 - c. Assessment of Trial Competence. *Evaluation of Competency to Stand Trial-Revised (ECSTR)*, the *MacArthur Competency Assessment Tool – Criminal Adjudication (MacCAT-CA)*, and/or the *Competence Assessment for Standing Trial for Defendants with Mental Retardation (CAST-MR)*; and
 - d. Severity of Psychiatric Symptoms. *Brief Psychiatric Rating Scale (BPRS)*.
2. Contractor shall administer additional malingering-specific assessments, integrating additional observable data reported by various disciplines on a 24/7 basis if preliminary assessment suggests the presence of malingering. If the screening instruments administered during the preliminary assessment raise suspicion that the primary barrier to trial competency is malingering, the following may also be utilized, including but not limited to:
 - a. *Structured Interview of Reported Symptoms – Second Edition (SIRS-2)*;
 - b. *Test of Memory Malingering (TOMM)*;
 - c. *Georgia Atypical Presentation (GAP)*;
 - d. *Structured Inventory of Malingered Symptomatology (SIMS)*; or
 - e. *Inventory of Legal Knowledge (ILK)*.
3. Contractor may administer further cognitive assessments based on the specific cognitive deficit identified during the preliminary assessment. If the screening instruments administered during the preliminary assessment raise suspicion that the primary barrier to trial competency is cognitive deficits, the following may also be utilized, including but not limited to:
 - a. *Repeatable Battery for the Assessment of Neuropsychological Status (RBANS)*;
 - b. *Wide Range Achievement Test 4 (WRAT4)*; or
 - c. *Montreal Cognitive Assessment (MoCA)*.
4. Contractor may administer additional instruments assessing personality to complete further assessment of psychological functioning, including but not limited to:
 - a. *Personality Assessment Inventory (PAI)*; or
 - b. *Minnesota Multiphasic Personality Inventory-2 (MMPI-2)*.
5. Contractor shall administer follow-up assessments of the Patient Inmate's current competency to stand trial at 30-day intervals or more frequently as needed using any of the following, including but not limited to:
 - a. *Evaluation of Competency to Stand Trial-Revised (ECST-R)*;
 - b. *Revised Competency Assessment Instrument (R-CAI)*;

- c. *MacArthur Competency Assessment Tool – Criminal Adjudication (MacCAT-CA)*; or
- d. *Competence Assessment for Standing Trial for Defendants with Mental Retardation (CAST-MR)*.

E. Individualized Treatment Program.

1. Contractor shall identify specific deficits that result in incompetence to stand trial upon admission. Each deficit shall be listed on the individualized treatment plan and shall be targeted in the Patient Inmate's treatment. Contractor shall use current standardized competency assessment tools, such as the MacArthur Competency Assessment Tool, after considering the totality of clinical and forensic circumstances.
2. Contractor shall provide an individualized restoration program according to the treatment approach subscribed to by the individual treatment teams and indicated by the Patient Inmate's psychiatric condition, level of functioning, and legal context.
3. Contractor shall tailor individualized treatment regimens to the Patient Inmate's specific barrier(s) to trial competency. Deficits identified in the competency assessment upon admission to the JBCT program shall be listed in the individual treatment plan and addressed by specific treatment interventions.
4. Contractor shall conduct case conferences weekly or as needed to reassess Patient Inmates' progress toward restoration of competence to allow the treatment teams to measure whether their treatment interventions are working, and whether additional treatment elements need to be incorporated into Patient Inmates' treatment plans.

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

1. Contractor shall provide educational materials presented in multiple learning formats by multiple staff to each Patient Inmate, e.g., a simple lecture format may be replaced with learning experiences involving discussion, reading, video, and experiential methods of instruction, such as role-playing or mock trial.
2. Contractor shall address the following elements in the education modalities of the competency restoration program, including but not limited to:
 - a. Criminal charges;
 - b. Severity of charges, namely Felony vs. Misdemeanor;
 - c. Sentencing;
 - d. Pleas including, Guilty, Not Guilty, Nolo Contendere and Not Guilty by Reason of Insanity;
 - e. Plea bargaining;
 - f. Roles of the courtroom personnel;
 - g. Adversarial nature of trial process;
 - h. Evaluating evidence;
 - i. Court room behavior;
 - j. Assisting counsel in conducting a defense;
 - k. Probation and Parole; and
 - l. Individualized instruction as needed.

3. Contractor shall provide additional learning experience through increased lecture time, as well as individual instruction to Patient Inmates who are incompetent due to specific knowledge deficits caused by low intelligence, but who may be restored to competence with additional exposure to the educational material.

G. Medication Administration and Consent.

1. Contractor shall obtain proper authorization (e.g., informed consent for treatment, medication issues) from the Patient Inmates as soon as possible in accordance with professional standards of care and court practices.
2. Contractor shall provide strategies to promote and incentivize voluntary psychotropic medication compliance.
3. If involuntary psychotropic medication is not ordered by the court at time of commitment of a Patient Inmate to the JBCT program and the treating psychiatrist determines that psychotropic medication has become medically necessary and appropriate, Contractor shall request that the court make an order for the administration of involuntary psychotropic medication.
4. Contractor shall administer involuntary psychotropic medication when medically necessary and appropriate upon the issuance of the court order.

H. Suicide Prevention / Adverse Events.

1. Contractor shall develop a suicide prevention program and assessment procedures that shall include an adverse sentinel event review process. Contractor shall submit written suicide prevention procedures to the DSH Contract Manager for approval prior to activation of the JBCT program and annually thereafter.
2. Contractor shall provide all Patient Inmates with the full range of Routine Medical Care available to other inmates of the Jail and is financially responsible for such care. Contractor agrees that the cost of all Routine Medical Care is included in the per diem rate charged to Yolo County.
3. For the purposes of this Agreement, Routine Medical Care shall be defined as all medical, dental, and mental health care as well as the cost of medical supplies, prescription medications which are provided to Patient Inmates, and restoration of competency treatment services which are provided by the Jail to Patient Inmates, including prescribed psychotropic medications. Non-formulary prescription medications may be provided to Patient Inmates in conjunction with Routine Medical Care when clinically indicated. In those cases, the cost of the non-formulary medications, including long acting injectables, may be billed to Yolo County.
4. For the purposes of this Agreement, Non-Routine Medical Care shall be defined as major medical operations or surgeries (such as heart transplants), continuation of experimental medication, services that cannot be provided onsite at the Jail, dialysis services, whether onsite or otherwise, and emergency medical care.
5. If a Patient Inmate requires Non-Routine Medical Care, Contractor shall notify the DSH Contract Manager or designee immediately in writing and by phone for pre-

approval. For such patients, the DSH further reserves the right to either admit them to a state hospital for treatment or require Contractor to provide Non-Routine Medical Care. In the event the DSH directs Yolo County or designee to provide Non-Routine Medical Care, the DSH shall either direct Yolo County or designee to instruct the facility providing care to invoice the committing County, or to invoice the DSH directly for the full cost of care provided by submitting the invoice to the attention of the DSH Contract Manager. Should the DSH elect to require Yolo County or designee to provide the Non-Routine Medical Care, Contractor shall ensure that the Patient Inmate is provided care at a facility designated by the DSH Contract Manager, in accordance with the preferences of the committing County. Contractor shall notify the committing County of the Patient Inmate’s transfer to and from the JBCT program and the designated facility providing care.

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

I. Patients’ Rights / Grievance Process.

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

J. Data Deliverables.

1. The DSH shall provide a standardized data collection template. Contractor shall complete and submit this data collection to the DSH on a weekly basis with a deadline to be determined by the DSH. The template includes, but is not limited to, the following data elements:

TERM	DEFINITION
Patient Name:	Last and first name of patient
Case Number:	Court assigned case number for each individual court case. It can typically include letters and numbers.
Booking Number:	Number that County Jail issues to an individual (per Forensics)
Gender:	Male or Female
Date of Birth:	Birthdate, Age can be determined using this date
Ethnicity:	Type of social group that has a common national or cultural tradition. <i>Caucasian/White, African American/Black, American Indian/Alaska Native, Asian, Native Hawaiian/ Other Pacific Islander,</i>

	<i>Hispanic, Other</i>
Language Spoken:	Type of language spoken
Interpretive Services Utilized (YES/NO)	Were interpretive services utilized? Yes or No
Referring County:	County of referral and/or commitment
Commitment Date:	Date of commitment
Packet Received Date:	Date packet received (including incomplete required documents)
Packet Completed Date:	Date packet completed (including all completed required documents)
Reason for Ongoing Pending Status:	Provide a detailed reason why the delay of admission
Screening Evaluation Completed Date:	Date screening evaluation was completed.
Screening Outcome:	Outcome results of patient screened. Accepted or Rejected
Reason for Screening Rejection:	Detail regarding reason for screening rejection. Bypassed/Triaged, Non-Roc, Medication, Substance-Related, Higher Level-of-Care, Other
Admission Date:	Date of admission
Involuntary Medication Order (YES/NO):	Is there a current court-ordered IMO in place? Yes or No
IMO Effective Date:	Date IMO was effective on; this is the same as their 1370 commitment date
Medication Adherence:	Whether patients take their medication as prescribed. Fully Adherent, Intermittently Adherent, Refusing (If applicable to program)
Did I/P Receive Invol. Meds (YES/NO):	Was involuntary medication administered to patient? Yes or No
Date Invol. Meds Initiated:	Date of involuntary medication administered
Disposition of Discharge/Transfer:	Final determination of patient's status. Restored or DSH
Reason for Discharge/Transfer:	Detail regarding reason for patient's discharge or transfer
Date Referred to DSH for Transfer:	Date referred to DSH for transfer
Discharge/Transfer Date:	Date of discharge and/or date of transfer
Discharge/Transfer Location:	Location where patient will be discharged to jail: Atascadero SH, Coalinga SH, Metropolitan SH, Napa SH, Patton SH, Other. Must update notes with specific location
Reason for Delayed Discharge:	Provide a detailed reason why the delay of discharge
Date ROC Certificate Submitted to Court:	Date that ROC certificate was submitted to court
Primary Diagnosis at Admission:	Patient's primary diagnosis at time of admission
Diagnosis at Discharge:	Patient's primary diagnosis at time of discharge

Diagnosis of Malingering (YES/NO):	Did the patient have a malingering diagnosis at any point during their stay in JBCT? Yes or No
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2. Contractor shall submit daily census reports to the DSH upon the first Patient Inmate admission, unless otherwise requested by the DSH.
3. Contractor shall submit a summary performance report within 30 days of the end of the contract term, to include but not be limited to, the information stated above and:
 - 1) The total number of individuals restored to competency;
 - 2) The average number of days between program admission and discharge;
 - 3) The total costs of the program by budget category: personnel, operating expenses, administrative expense, custody and housing, and other direct operating costs as well as overall cost over Patient Inmate treated and the costs for those found to be malingering;
 - 4) The cost per cycle of treatment;
 - 5) A description of all implementation challenges; and
 - 6) Special incident reports and notification to the DSH of emergencies.

K. Reporting Requirements.

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

IV. TREATMENT PROTOCOL

- A. JBCT is an intensive, milieu-based treatment program that quickly facilitates competency through a combination of group and individual therapy.

- B. Group therapy is central to the restoration process, and Contractor shall provide treatment daily to Patient Inmates. Group content should include one of the four group treatment domains: competency education, understanding and management of mental illness, physical exercise, and mental/social stimulation. Many group topics can be assimilated into the groupings, e.g., mock trial, music-based competency treatment, etc.
- C. Contractor shall provide individual sessions per day to each Patient Inmate. Individual sessions may be used to check-in with Patient Inmates and/or discuss key legal elements of the individual's case that may be too sensitive for group discussion. Specific competency issues can best be addressed individually, e.g., a Patient Inmate understands court proceedings but struggles to apply the knowledge to their individual case.
- D. Contractor's psychiatrist shall see each Patient Inmate weekly. A psychiatric assessment is a component of the admission process, and more frequent appointments shall be available as needed.
- E. Together on a weekly basis, the multi-disciplinary treatment team shall review:
 - 1. Progress of all Patient Inmates admitted within 30 days,
 - 2. At subsequent 14-day intervals thereafter, and
 - 3. When a Patient Inmate is under consideration for discharge.

The multi-disciplinary treatment team shall be responsible for providing the committing court progress reports pursuant to Penal Code section 1370 subdivision (b)(1).

EXHIBIT B
PAYMENT PROVISIONS

I. BUDGET

A. Contractor shall adhere to this budget in performing services that have been authorized and provided in accordance with the provisions of this Agreement.

B. Amendments to the budget including but not limited to shifting the allocation of funds between categories of services, must be mutually agreed upon in writing. Contractor shall provide a revised budget to the Health and Human Services (HHS) Director for approval. Budget amendments must be approved pursuant to Section IV. of this Agreement.

Yolo County			
Contract Period: March 1, 2022 through December 31, 2022			
7 Bed JBCT Program			
Number of Beds	Daily Rate (Per Bed)	Fiscal Year 2021-22 4-Month Total (122 Days)	Fiscal Year 2022-23 6-Month Total (184 Days)
7	\$252.39	\$215,541.06	\$325,078.32
Long Acting Injectables		\$39,340.40	\$59,010.60
Start-Up Costs*		\$51,613.64	\$0
Subtotal Per Fiscal Year		\$306,495.10	\$384,088.92
Total Contract Amount		\$690,584.02	

II. METHOD OF PAYMENT

A. Contractor shall submit monthly claims itemizing all work completed using the claim form as specified by the County. Claims shall be submitted with any required supporting documentation and reports.

B. County prefers for claims to be submitted in an electronic format to: HHS.AccountsPayable@yolocounty.org.: If a claim contains confidential or protected client information, the claim and supporting documentation must be encrypted for transmission.

Claims, with any required supporting documentation, may also be submitted via US Postal Service mail addressed to:

Yolo County Health and Human Services Agency
137 N. Cottonwood Street, Suite 2400
Woodland, CA 95695
Attn: Accounts Payable

C. 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.

- D.** 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.
- E.**
- 1.** 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.
 - 2.** 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.
 - 3.** 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.
 - 4.** 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.
- F.** 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.
- G.** 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.
- H.** Contractor shall hold harmless the State and clients in the event that the County does not pay for services in accordance with this Agreement.

III. OWNERSHIP OF EQUIPMENT

- A.** County shall have and retain ownership and title to all equipment valued over five thousand dollars (\$5,000) (including shipping and taxes) purchased by Contractor with County funds under this Agreement. County shall inventory tag all equipment and shall conduct, or require Contractor to conduct, an annual physical inventory of the equipment. Contractor shall make all equipment available to County during normal business hours for tagging or inventory.
- B.** Contractor shall maintain an Equipment Report listing of all equipment purchased under this Agreement together with bills of sale and any other documents as may be necessary to show clear title and reasonableness of the purchase price. The Equipment Report shall specify the quantity, name, description, purchase price, and date of purchase of all equipment.

BOS Ref No.
Infor PO No.
Infor Ref No.

Annually, Contractor shall submit to the County the Equipment Report. This report is due by July 31 each year and will cover the period from the inception of this Agreement through June 30 of the preceding fiscal year.

DRAFT

BOS Ref No.
 Infor PO No.
 Infor Ref No.

EXHIBIT C
Staffing Matrix

CONTRACTOR STAFFING PLAN FOR JBCT									
Position	SUN	MON	TUE	WED	THU	FRI	SAT	Total Hrs.	FTEs
Psychiatrist	0.0	M-F, day shift					0.0	8.0	0.20
Psychologist	0.0	M-F, day shift					0.0	16.0	0.40
Mental Health Clinician/Competency Trainer	0.0	M-F, day shift					0.0	40.0	1.00
Admin Assistant	0.0	M-F, day shift					0.0	20.0	0.50
<i>Subtotal</i>								<i>84.0</i>	<i>2.10</i>
<i>TOTAL</i>								<i>84.0</i>	<i>2.10</i>

DRAFT

BOS Ref No.
Infor PO No.
Infor Ref No.

EXHIBIT D
Agreement between DSH and COUNTY

DRAFT