

COUNTY OF YOLO
DETENTION FACILITY MEDICAL AND BEHAVIORAL HEALTH SERVICES
(BOS AGREEMENT NO. ____ - ____)

THIS AGREEMENT (“Agreement”) is made and entered into as of the last date signed below by and between the County of Yolo, a political subdivision of the State of California (“County”), and California Forensic Medical Group, Inc., a California non-profit corporation (“Contractor”), jointly referred to as the “Parties” herein and who agree as stated below:

WHEREAS, the County desires to obtain Jail and Juvenile Detention Facility Comprehensive Behavioral Health and Medical Services; and

WHEREAS, on or about March 2, 2023, the County circulated and distributed a Request for Proposals for Jail and Juvenile Detention Facility Comprehensive Behavioral Health and Medical Services, identified as RFP No. GSDRFPD2301 (2023 RFP) and can be viewed at www.bidsync.com.

WHEREAS, Contractor responded to the 2023 RFP with a proposal that was subsequently chosen by County; in May 2023 the County issued a Letter of Intent to Award a contract to Contractor; and

WHEREAS, Contractor further represents and warrants to the County that it has the necessary training, experience, expertise and competency to provide the services, goods and materials that are described in this Agreement, at a cost to the County as herein specified; that it will be able to perform the herein described services at minimum cost to the County by virtue of its current and specialized knowledge of relevant data, issues, and conditions; and that it will do so in a manner consistent with and furthering of the Values of Yolo County, a copy of which can be found at <http://www.yolocounty.org/general-government/about-us/mission-values-strategic-plan>.

WHEREAS, Contractor understands that the County is relying upon these representations in entering into this Agreement; and

NOW, THEREFORE, the County and the Contractor agree as follows:

- I. The Term of this Agreement is: **December 1, 2023 through June 30, 2026**, unless sooner terminated as provided in this Agreement. At County’s option, this Agreement may be extended for two (2) additional twelve (12) month periods on the same terms and conditions as set forth in this Agreement upon written notice to the Contractor by the Yolo County Health and Human Services Agency Director, or their designee (“Director”).
- II. A. The base yearly amount is \$3,529,606.65, prorated in Year 1 based on a 7-month term. Subject to Consumer Price Index (CPI) escalation as set forth below, the maximum amount of this Agreement is up to **FIFTEEN MILLION TWO HUNDRED FIFTY-SIX THOUSAND EIGHT HUNDRED THIRTY-THREE DOLLARS AND FORTY-SEVEN CENTS (\$15,256,833.47)** for the term of the Agreement, not to exceed:

Year	Dates of Service	Maximum CPI Escalation Percentage	Maximum Amount per Year not to Exceed:
Year 1	December 1, 2023 through June 30, 2024	NA	\$3,529,606.65
Year 2	July 1, 2024 through June 30, 2025	5%	\$5,720,598.45
Year 3	July 1, 2025 through June 30, 2026	5%	\$6,006,628.37

Grand Total	\$15,256,833.47
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B. CPI Escalation Maximums

The maximum amount payable yearly for Years 2-3 (and Years 4-5, if the option is exercised) 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 5% in Year 2 through Year 5. CPI escalations shall be cumulative so that the CPI escalation for Year 3 and Years 4-5, if the option is exercised, will be based on the base yearly amount for Year 2, plus any previously applied CPI escalation for Year 2.

III. 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

- A.1-Adult Detention Facility Services
- A.2 Youth Detention Facility Services
- A.3 Medication Assisted Treatment (MAT) Services

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 & Qualified Service & Organization Agreement Addendum

Exhibit D – General Terms and Conditions

Exhibit E – Performance Measures

County and Contractor shall each comply with all the terms and conditions set forth in these exhibits and attachment(s). In the event of any conflict between any of the provisions of this Agreement (including exhibits and attachments), the provision that requires the highest level of performance from Contractor for the County's benefit shall prevail.

IV. This Agreement in all respects is subordinate and subject to the terms of the Indenture for the State Public Works Board of the State of California Lease Revenue Bonds 2023 Series D (Various Capital Projects) (the "Bonds"), and the Site Lease, the Facility Lease, and the Facility Sublease (including but not limited to, reletting 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; (b) to the extent the Bonds are refunded, the foregoing subordination shall be self-executing and effective automatically without the requirement that any further agreement or confirmation be executed or delivered by County; provided, however, that upon written request from the State Public Works Board in connection with any State Public Works Board Financing, County shall execute such further writings as may be reasonably required to separately document any such subordination.

This Agreement is subject to the review and written consent of the State Public Works Board and the Board of State and Community Corrections prior to execution, as is any amendment or modification thereto. Any failure to obtain such consent prior to execution by and between County and Contractor, however, shall not affect the enforceability of this Agreement or any amendment or modification hereof as between those parties while a request for review and consent is pending.

BOS Agreement No.:
Contract No.:

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the last date signed below herein by affixing their signatures hereafter.

CONTRACTOR

COUNTY OF YOLO

Dr. Grady Judson Bazzel, President
California Forensic Medical Group

Date: _____

Oscar E. Villegas, Chair
Board of Supervisors

Date: _____

Richard Medrano, MD
Vice President and Secretary

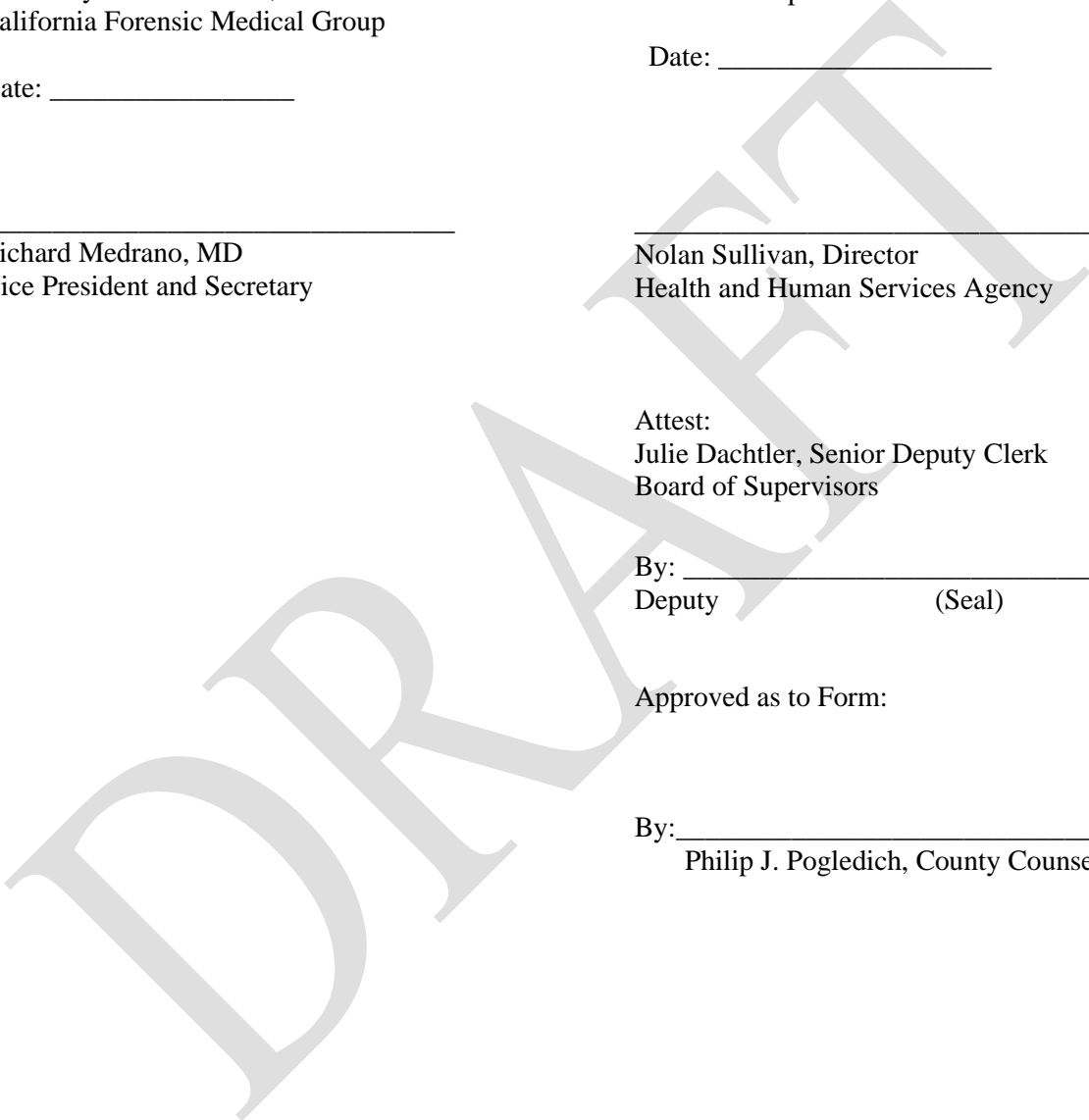
Nolan Sullivan, Director
Health and Human Services Agency

Attest:
Julie Dachtler, Senior Deputy Clerk
Board of Supervisors

By: _____
Deputy (Seal)

Approved as to Form:

By: _____
Philip J. Pogledich, County Counsel



**EXHIBIT A.1 - SCOPE OF SERVICES
ADULT DETENTION FACILITY SERVICES**

I. TARGET POPULATION

Adult detainees of the Yolo County Sheriff's Office ("Sheriff's Office") who are incarcerated in the Yolo County Jail facilities.

The estimated average daily population is 285 at the Monroe Facility; the Leinberger Center can house an additional 150 detainees, but it is expected to reduce the average daily population of the Monroe Facility and not increase the total average daily population beyond 285.

II. SERVICE LOCATIONS

A. Services shall be provided in the Yolo County Adult Jail Facilities further described below and collectively referred to as "the Yolo Adult Jail Facilities":

Adult Detention Facilities:
Monroe Facility and Leinberger Center
140A Tony Diaz Drive
Woodland, CA 95776

The Monroe Detention Center is a direct supervision jail housing sentenced and un-sentenced men and women that opened in December 1988 and serves as the central booking facility for Yolo County (approximately 4,500 bookings in calendar year 2021). It has a capacity of 365 detainees.

The Leinberger Center is a minimum-security jail housing unit adjacent to the main jail and, upon its opening (anticipated shortly after execution of this Agreement) will have a maximum capacity of 150 detainees (120 males and 30 females).

The combined potential daily population for both the Monroe Detention Center and Leinberger Center is 515 detainees.

The main jail is a mixed single and double cell podular design and has a separate ten bed medical unit. The medical unit includes two single cells (equipped for isolation) and four double cells, a central office/station which serves multiple functions (pharmacy, records, health services workstation), a one-chair dental operator, small lab/utility room, two examination rooms, and office space. There is a separate behavioral health unit in the medical building with a clinician station. There are five single cells and an 8-person dormitory. A medical examination room is located within each housing pod.

B. Sheriff's Office will provide security, space, housekeeping, linen, fixtures, utilities, telephone (excluding toll calls), furniture and equipment necessary for the efficient operation of the medical and behavioral health care delivery system.

C. Local Hospitals

1. County currently has an agreement with local hospitals and health system for offsite care needed to detained individuals. Contractor shall establish preferential rates and contract directly with this local hospital for any needed offsite care to the detained population such as inpatient and specialty care or other services beyond the scope that can be provided by the Contractor within the jail setting. Contractor may also take advantage of any preferential rates or reduced payment methodologies allowed by State statute. Financial liability and all related claims processing and administration for payments and provider network contracts will be solely the responsibility of Contractor.
2. Woodland Memorial Hospital, a community hospital, 108 bed full-service facility providing

**EXHIBIT A.1 - SCOPE OF SERVICES
ADULT DETENTION FACILITY SERVICES**

medical, surgical, obstetrical, pediatric, and psychiatric acute inpatient services. This facility has MRI and CAT scanning and lithotripsy capability and operates a 24-hour emergency department.

3. University of California, Davis Medical Center, this 493-bed facility is the designated Area Trauma and Tertiary Treatment Center.
4. Sutter Davis Hospital, a community hospital operating 48 beds and providing general medical, surgical, obstetrical, pediatric, and emergency services.

III. SERVICE REQUIREMENTS

For services provided in the Yolo Adult Jail Facilities:

A. GENERAL REQUIREMENTS – Contractor shall provide services in conformance with the general requirements outlined herein. These general requirements apply to all services outlined in this Exhibit A.1. Contractor shall:

1. Fulfill all requirements set forth in this Agreement.
2. Include quality and cost-effective comprehensive medical and behavioral health services that operate in a manner that is respectful of the detainees' rights to basic healthcare.
3. Include contingencies for serving patients who may need emergency services or who have an urgent psychiatric condition.
4. Be available twenty-four (24) hours a day, seven (7) days a week.
5. Include the development and implementation of a behavioral health services program with clear objectives, policies, procedures and with a process for documenting ongoing achievement of Agreement obligations.
6. Utilize appropriate medical and behavioral health service personnel, in accordance with their scope of practice, who are certified and licensed as required in California.
7. Provide administrative leadership that provides for both cost accountability and responsiveness to the contract administrator.
8. Ensure that state, federal, and community requirements and standards of care are met, including but not limited to:
 - a. California Code of Regulations, Title 15, Division 1, Chapter 1, Subchapter 4, Minimum Standards for Local Detention Facilities 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.
9. Ensure that National Commission on Correctional Health Care (NCCHC) accreditation for the jail facilities is maintained and be responsible for any accreditation costs.
10. Provide continuing education that meets the standards and requirements of the Medical Board of California for custody and health care staff.
11. Provide continuing education as determined by County's Health and Human Services Agency (HHSA) or at minimum annually for custody and behavioral health care staff; including signs and symptoms of mental illness, suicide warning signs, and techniques for de-escalation of behavioral and mental health crises.
12. Include disposal of contaminated waste in accordance with California regulations, including

**EXHIBIT A.1 - SCOPE OF SERVICES
ADULT DETENTION FACILITY SERVICES**

bagging and decontamination of contaminated linens.

13. 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.
14. 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 the Contractor's responsibility and for penalty fees if the staff positions remain vacant for longer than fourteen (14) days.
15. Provide services in English and Spanish and in appropriate languages for the populations served. Note that Russian and Spanish are threshold languages in Yolo County.

B. CARE AND TREATMENT REQUIREMENTS (COMPREHENSIVE MEDICAL) – Contractor shall provide:

1. A licensed physician on-call twenty-four (24) hours per day and on site as required in the staffing recommendations.
2. Twenty-four (24) hour/day emergency medical services including but not limited to on-site emergencies, acute hospital services and transportation.
3. Supervision of custody staff by qualified nursing staff as requested by custody staff during intake screenings, and twenty-four (24) hour Registered Nurse (RN) back up and on-call for intake screening at the time of booking.
4. Daily (five days/week) sick call to be performed by a Nurse Practitioner (NP) and/or Physician's Assistant (PA) at all sites and provision for handling urgent medical complaints/problems on weekends by NP and/or PA.
5. Medical standardized procedures in accordance with California (CA) Board of Registered Nursing requirements to document all extended nursing roles.
6. Medically necessary diagnostic services including, but not limited to, laboratory, electrocardiogram (EKG), electroencephalography (EEG), radiology, and imaging.
7. Documentation of the medical observation of detainees placed in administrative separation in accordance with Title 15, no less than daily.
8. Services to address long-term care of detainees and the changing needs of the jail population.
9. A defined program for identifying and meeting the special needs of the female population, e.g., pregnancy, lactating mothers, family planning services, etc.
10. Medically necessary specialty physician services.
11. Coordination with the facility food service supervisor to ensure the provision of appropriate therapeutic diets.
12. Food service worker exams for all detainees being assigned to a food handling job within seventy-two (72) hours of notification and prior to being placed in the work assignment.
13. Exams for detainees assigned to on- or off-site work duties and provide appropriate care to detainees who are injured or suffer an illness while performing on- or off-site work duties.
14. Fourteen (14) day health intake/assessment for all adult detainees.

**EXHIBIT A.1 - SCOPE OF SERVICES
ADULT DETENTION FACILITY SERVICES**

15. Personal care, hygiene, medical management and observation of detainees housed in the medical outpatient care unit 24 hours a day by appropriately licensed health services staff.
16. Acute care hospital services.
17. Dental services that mirror Denti-Cal Adult Dental Benefits, for all detainees.
18. Optometry services that mirror Medi-Cal benefits.
19. Standard screening, laboratory testing and other testing, radiographic studies, diagnosis, and treatment for HIV, latent and active tuberculosis and other communicable diseases.
20. Pharmacy services consistent with all applicable state and federal laws and regulations, monitored by a licensed, qualified pharmacist, and consultations with County staff regarding formulary and any proposed changes.
21. Documentation of the fact that detainees are receiving and ingesting their prescribed medications.
22. Documentation and written notification of custody staff when a detainee's ordered medication was not administered, and the reason given.
23. Patient education services as required by NCCHC accreditation standards and state regulations (e.g., California Statutes 1988, Chapter 1301, mandatory Acquired Immune Deficiency Syndrome (AIDS) education for detainees).
24. All ambulance transportation.
25. Release planning services for ongoing medical conditions, for all detainees under treatment at time of release to include a minimum of thirty (30) day's supply of medications as appropriate with the goal of ensuring continuity of care in accordance with all applicable laws, regulations and rules.

C. CARE AND TREATMENT REQUIREMENTS (BEHAVIORAL HEALTH) – Contractor shall provide:

Intake and Ongoing General Services:

1. Twenty-four (24) hour/day emergency behavioral health services including but not limited to on-site emergency response, on-site crisis evaluation and involuntary holds at Sheriff's Office's discretion (see, Calif. Welfare & Inst. Code §5150), acute hospital services until appropriate external acute inpatient hospital placement can be found in collaboration with HHSA, and transportation to such placement.
2. Services in compliance with behavioral health standardized procedures in accordance with California Mental Health, Laws and Regulations, Title 9, Rehabilitative and Developmental Services.
3. Medically necessary diagnostic services including, but not limited to, laboratory, electrocardiogram (EKG), diagnostic imaging and managing mental health.
4. Regularly scheduled mental health clinical and diagnostic assessment using a standardized mental health assessment tool (tool TBD) at any point of evaluation and/or crisis intervention.
5. Screening/assessment at time of booking and/or program intake for substance use utilizing an agreed upon screening tool, which should include alcohol and opioid overdose screening and

**EXHIBIT A.1 - SCOPE OF SERVICES
ADULT DETENTION FACILITY SERVICES**

assessment for in-custody Medication Assisted Treatment options.

6. All appropriate medication-assisted treatment medications that are eligible based on State and Federal regulations.
7. A routine behavioral health screening, such as the Patient Stress Questionnaire or another easy-to-use fill-out form that can be administered by a nurse or completed by the adult detainee, as part of medical encounters with a physician.
8. Documentation of the medical observation of detainees placed in administrative separation in accordance with Title 15, no less than daily.
9. Standardized mental health assessment of detainees upon placement into administrative separation and subsequently every thirty days after initial placement.
10. In-custody services to address ongoing behavioral health care needs of detainees which should include, but not be limited to:
 - a. Brief treatment and referral services (inpatient and outpatient).
 - b. Coordination with other providers in the facility and community providing services to detainees, i.e., substance abuse treatment.
 - c. At least fourteen (14) hours per week, and more if determined necessary, of Psychiatrist services to include assessment, treatment planning, monitoring and follow up that assist in treatment of mental health symptoms of adult detainee.
 - d. Thirty-eight (38) additional hours per week of Licensed Mental Health Provider services.
 - e. 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, such services will include assessment, rehabilitation, case management, therapy and plan development.
 - f. A defined program for identifying and meeting the special needs of the female population, e.g., pregnancy, lactating mothers, postpartum depression or psychosis, etc.
 - g. Acute care hospital services (mental health).
 - h. All ambulance transportation.
 - i. 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 community provider to ensure referrals are made and a summary of case notes is transferred.
11. Assistance with conservatorship referrals. When appropriate, Contractor shall complete and submit conservatorship referrals and work in collaboration with HHSA for the conservatorship evaluation. (see Calif. Welfare & Inst. Code §5270). This work is not expected to exceed an average of four (4) hours per month. If it does, the Parties will meet and confer in good faith to determine if an amendment to adjust compensation in an amount sufficient to address the additional work (beyond an average of four hours per month) is warranted. If the Parties concur, they shall cooperate to prepare an execute an amendment.
12. Collaborate in planning, and subsequent implementation of, involuntary medication orders as may be ordered by a court of competent jurisdiction.
13. A release plan for detainees for ongoing behavioral health conditions to include, but not be limited to:
 - a. Medication-Assisted Treatment (MAT) for substance use disorder (SUD) needs.

**EXHIBIT A.1 - SCOPE OF SERVICES
ADULT DETENTION FACILITY SERVICES**

- b.** Service linkage and referral to the appropriate substance use treatment provider based on screening of clients' needs via a Yolo County substance use access point.
- c.** Service linkage and referral to HHSa for detainees with identified serious mental illness (SMI) diagnoses.
- d.** Service linkage and referral to mild to moderate mental health provider.
- e.** Ensuring all necessary linkages and referrals are made and a summary of case notes transferred to any relevant County or community provider.
- f.** Including a minimum of thirty (30) days' supply of medications as appropriate, for all detainees under treatment at time of release, to ensure continuity of care in accordance with all applicable laws, regulations, and rules.
- g.** Medication Assisted Treatment (MAT) services that adhere to the program outlines described in the attached A.3 Medication Assisted Treatment (MAT) scope of work.

D. QUALITY ASSURANCE REQUIREMENTS (COMPREHENSIVE MEDICAL) – Contractor shall provide:

- 1.** A quality assurance program will be on-going consisting of regularly scheduled audits of all aspects of adult health care services, including dental 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 (health services professional) on a quarterly basis.
- 2.** Quarterly data on all agreed-upon metrics to be reviewed and discussed at a Quarterly Quality Assurance meeting involving representatives from at least County, custody staff, and Contractor.
- 3.** A designated physician health authority with responsibility for assuring the quality, appropriateness, and adequacy of health care.

E. QUALITY ASSURANCE REQUIREMENTS (BEHAVIORAL HEALTH) – Contractor shall provide:

- 1.** An on-going quality assurance 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.
- 2.** Quarterly data on all agreed-upon metrics to be reviewed and discussed at a Quarterly Assurance meeting involving representatives from at least County, custody staff, and Contractor.
- 3.** A designated Mental Health Director or Designee authority with responsibility for assuring the quality, appropriateness and adequacy of detainee health care.

F. MEDICAL RECORDS REQUIREMENTS (COMPREHENSIVE MEDICAL) – Contractor shall:

- 1.** Be responsible for maintenance and security of medical records consistent with all applicable laws, regulations, rules and community standards of practice.
- 2.** Initiate and maintain individual health care records in accordance with all applicable laws,

**EXHIBIT A.1 - SCOPE OF SERVICES
ADULT DETENTION FACILITY SERVICES**

- regulations and rules for every detainee requiring medical and dental services as a result of the intake screening process or for services rendered following the detainee's assignment to a housing area.
3. Ensure confidentiality of medical records in accordance with all applicable confidentiality laws and regulations and ensure that medical records will be kept separate from the custody record.
 4. Retain inactive medical records in accordance with all applicable confidentiality laws and regulations.
 5. Serve as custodian of the medical records.
 6. Agree that staff designated by the County Health Officer shall at all times have access to detainee medical records in whatever form they are maintained and provide them keys to locked storage rooms and cabinets.
 7. Use an electronic health record system that:
 - a. Complies with Federal and State requirements as to maintaining electronic health records.
 - b. Makes electronic health care records available to County in an electronic format readable by County.
 - c. Supports and implements bidirectional sharing of health information in compliance with all legal requirements through the use of Health Information Exchange (HIE).
 8. Ensure that medical health records include, but are not limited to:
 - a. Intake screening assessment (completed by Contractor and custody staff).
 - b. Medical staff evaluations and treatments with documentation of diagnosis and treatment plan.
 - c. Physician's orders.
 - d. Medications administered, date, time and by whom.
 - e. All complaints of illness or injury.
 - f. Names of persons treating, prescribing, or evaluating
 - g. Laboratory and radiology reports.
 - h. Consultation, emergency, hospital reports and discharge summaries.
 9. Comply with, and shall ensure that its officers, agents, employees, participants and volunteers comply all applicable laws and regulations regarding the privacy, security, and confidentiality of health records, including but not limited to: the California Confidentiality of Medical Information Act at California Civil Code section 56 et seq., California Welfare and Institutions Code sections 5328 et seq., 10850, and 14100 et seq., 42 U.S.C. §1320d, and the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), the HIPAA Omnibus Rule, 45 CFR Parts 160 and 164, and its implementing regulations, and the Federal Confidentiality of Substance Abuse Disorder Patient Records laws and regulations, Title 42 of the United States Code §290dd-2 and 42 CFR Part 2 ("Part 2 Regulations");
 10. Adhere to applicable informed consent regulations and standards.
 11. Be responsible for obtaining previous medical records from County and/or outside providers to ensure continuity of care.
 12. Be responsible for transmitting pertinent medical information with the detainee when transferred to other detention/corrections/placement facilities, mental health facilities, and/or other jurisdictions to ensure continuity of care.

**EXHIBIT A.1 - SCOPE OF SERVICES
ADULT DETENTION FACILITY SERVICES**

13. Maintain medical 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 Contractor shall be subject to compliance review and audit.
14. Upon County's request, Contractor may 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.
15. Invoke all applicable exemptions and privileges when records are requested/disclosed pursuant to subpoena or search warrant.
16. Promptly transmit to County all requests for disclosure of confidential information.

G. MEDICAL RECORDS REQUIREMENTS (BEHAVIORAL HEALTH) – Contractor shall:

1. Be responsible for maintenance and security of behavioral health records consistent with all applicable laws, regulations, rules and community standards of practice.
2. Initiate and maintain individual behavioral health care records in accordance with all applicable laws, regulations and rules for every detainee requiring behavioral health services as a result of the intake screening/assessment process or for services rendered following the detainee's assignment to a housing area.
3. Ensure confidentiality of behavioral health records in accordance with all applicable confidentiality laws and regulations and ensure that mental health records will be kept separate from the custody record.
4. Retain inactive medical records in accordance with all applicable confidentiality laws and regulations.
5. Serve as custodian of the behavioral health records.
6. Agree and ensure that staff designated by the HHSA Mental Health Director or designee shall at all times have access to detainee mental health records in whatever form they are maintained and provide them keys to locked storage rooms and cabinets.
7. Maintain an electronic health record system that:
 - a. Complies with Federal and State requirements as to maintaining electronic health records.
 - b. Makes electronic health care records available to County in an electronic format readable by County.
 - c. Supports and implements bidirectional sharing of health information in compliance with all legal requirements through the use of Health Information Exchange (HIE).
8. Ensure behavioral health records include, but are not limited to:
 - a. Mental health screening and clinical/diagnostic assessments (completed by Contractor and/or custody staff).
 - b. Crisis assessments and copies of any 5150 hold applications.
 - c. SUD assessments as well as any MAT and/or other SUD treatment services.
 - d. Medical staff evaluations and treatments with documentation of diagnosis and treatment plan.
 - e. Physician's orders.
 - f. Medications administered, date, time and by whom.

**EXHIBIT A.1 - SCOPE OF SERVICES
ADULT DETENTION FACILITY SERVICES**

- g.** All complaints of illness or injury.
 - h.** Names and titles of persons treating, prescribing, or evaluating.
 - i.** Laboratory and radiology reports.
 - j.** Consultation, emergency, hospital reports and discharge summaries.
- 9.** Comply with, and shall ensure that its officers, agents, employees, participants and volunteers comply all applicable laws and regulations regarding the privacy, security, and confidentiality of health records, including but not limited to: the California Confidentiality of Medical Information Act at California Civil Code section 56 et seq., California Welfare and Institutions Code sections 5328 et seq., 10850, and 14100 et seq., 42 U.S.C. §1320d, and the Health Insurance Portability and Accountability Act of 1996 (“HIPAA”), the HIPAA Omnibus Rule, 45 CFR Parts 160 and 164, and its implementing regulations, and the Federal Confidentiality of Substance Abuse Disorder Patient Records laws and regulations, Title 42 of the United States Code §290dd-2 and 42 CFR Part 2 (“Part 2 Regulations”);
 - 10.** Adhere to applicable informed consent regulations and standards.
 - 11.** Be responsible for obtaining previous behavioral health records from County and/or outside providers to ensure continuity of care.
 - 12.** Be responsible for transmitting pertinent behavioral health information with the detainee when transferred to other detention/corrections/placement facilities, mental health facilities, and/or other jurisdictions to ensure continuity of care.
 - 13.** Maintain behavioral 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 Contractor will be subject to compliance review and audit.
 - 14.** Upon County’s request, Contractor may 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.
 - 15.** Invoke all applicable exemptions and privileges when records are requested/disclosed pursuant to subpoena or search warrant.
 - 16.** Promptly transmit to County all requests for disclosure of confidential information.

H. ADMINISTRATIVE REQUIREMENTS (COMPREHENSIVE MEDICAL) – Contractor shall:

- 1.** Provide a full-time supervising nurse/manager (minimum requirement – Registered Nurse) with the authority to oversee the administrative requirements of the 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 supervising nurse/manager shall maintain a close working liaison with custody administration.
- 2.** Enter into clearly defined written agreements with off-site hospitals, physicians, ambulance companies, and others involved in providing care. Upon request by the County, Contractor shall provide copies of such agreements.
- 3.** Provide well defined, written policies and procedures to include, as a minimum, those required

**EXHIBIT A.1 - SCOPE OF SERVICES
ADULT DETENTION FACILITY SERVICES**

by the NCHC Standards, such policies must also be provided to County in electronic format.

4. Track data and provide monthly statistics to the HHS Director, County Mental Health Director, Sheriff, Chief Probation Officer, and Administrative/Medical Quality Committee, including but not necessarily limited to the number of:
 - a. Detainee visits at sick call (reported by type, i.e., RN, PA/NP);
 - b. Detainee visits by physician;
 - c. Detainee visits by dentist;
 - d. Detainee visits for vision services;
 - e. Detainees on medication-by-medication type;
 - f. Detainees on withdrawal protocol;
 - g. Detainee refusals to accept treatment or medications;
 - h. Outpatient care medical unit admissions, patient days, average length of stay;
 - i. Hospital admissions, patient days, average length of stay by diagnosis for medical;
 - j. Transfers to off-site hospital emergency departments;
 - k. Medical specialty consultation referrals;
 - l. Intake medical screening;
 - m. Ninety-six (96) hour physical assessments;
 - n. Diagnostic studies;
 - o. Communicable disease reporting;
 - p. Documentation on all medical screenings/exams performed including pre-booking screenings;
 - q. Medical refusals at time of initial booking;
 - r. Medical grievances filed;
 - s. Number of Detainees receiving follow-up meetings required by 28 CFR section 115.381;
 - t. Number of Detainees receiving timely and unimpeded access to treatment, services and information required by 28 CFR section 115.382; and
 - u. Number of Detainees receiving interactions required by 28 CFR section 115.383.
5. Attend no less than quarterly and more frequently upon request by the County Health Officer, Sheriff, or designee, meetings with custody managers to evaluate statistics, program needs, problems, and inter-relationships between custody and health services personnel.
6. Provide documentation of health care staff role in the Adult Detention Facilities disaster plans.
7. Provide adequate supplies on site to guarantee that emergency and non-emergency medical and dental needs are met.

I. ADMINISTRATIVE REQUIREMENTS (BEHAVIORAL HEALTH) – Contractor shall:

1. Provide a full time Clinical Supervisor or Program Director of Psychiatric and Clinical services (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 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 or Program Director shall maintain a close working liaison

**EXHIBIT A.1 - SCOPE OF SERVICES
ADULT DETENTION FACILITY SERVICES**

with custody administration and will be 5150-certified by County allowing them to write 5150 involuntary holds. (see, Calif. Welfare & Inst. Code §§5150-5155).

2. Provide clearly defined written agreements with off-site hospitals, physicians, ambulance companies, and others involved in providing care to detainees (unless pre-existing County agreements with such entities encompass these services and can be effectively accessed by Contractor).
3. Provide clearly defined, written policies and procedures to include, as a minimum, those required by the NCCHC Standards, such policies must also be provided to County in electronic format.
4. Track data and provide monthly statistics to the HHS Director, County Mental Health Director, Sheriff, Chief Probation Officer and Administrative/Medical Quality Committee, including but not necessarily limited to the number of:
 - a. Detainee visits by psychiatrist;
 - b. Detainee requests for urgent intervention/crisis support;
 - c. Detainee requests for routine mental health treatment;
 - d. Detainee requests for routine SUD treatment;
 - e. Crisis calls;
 - f. Average response time to detainee requests for urgent/crisis support, routine mental health, and routine SUD treatment;
 - g. Detainees on medication-by-medication type, including MAT medications;
 - h. Detainees on psychiatric medications;
 - i. Detainee refusals to accept treatment or medications;
 - j. Acute Inpatient Psychiatric Hospital admissions, patient days, average length of stay by diagnosis for mental health;
 - k. Transfers to off-site hospital emergency departments for behavioral health crisis services and/or evaluations;
 - l. Intake behavioral health screenings, including rates of positive screenings and the outcome of evaluations when a screening is positive;
 - m. Diagnostic studies;
 - n. Suicide behavior data to include, but not limited to:
 - i. Attempts (defined as self-harm with the intent to die).
 - ii. Parasuicidal and suicide gestures.
 - iii. Suicide precautions.
 - iv. Number of hours held on suicide precaution; and
 - v. Completed.
 - o. Behavioral health screenings performed at booking;
 - p. Grievances filed; and
 - q. Referrals and linkages provided to out of custody providers.
5. Attend no less than quarterly and more frequently upon request by the County Health Officer, Sheriff, or Contractor, meetings with Yolo County Adult Detention Facilities managers to evaluate statistics, program needs, problems, and inter-relationships between custody and behavioral health services personnel.
6. Documentation of behavioral health care staff role in Yolo County Adult Detention Facilities'

**EXHIBIT A.1 - SCOPE OF SERVICES
ADULT DETENTION FACILITY SERVICES**

disaster plans.

7. Provide adequate supplies on site to guarantee that emergency and non-emergency behavioral health needs are met.

J. FINANCIAL REQUIREMENTS (COMPREHENSIVE MEDICAL) – Contractor shall be financially responsible for the following costs:

1. All costs related to detainee health care services including but not necessarily limited to:
 - a. Pharmaceuticals/medical supplies;
 - b. Office and medical equipment to include dental, emergency, exam room, etc.;
 - c. Personnel;
 - d. Required medical off-site emergency and non-emergency services (inpatient hospital services, specialty services, dental, lab, radiology);
 - e. Ambulance services;
 - f. Prosthesis;
 - g. Eyeglasses;
 - h. Forms, office supplies and books;
 - i. Medical records maintenance, retention and duplication; and
 - j. All accreditation costs.
2. All routine in house health services, i.e., sick call, medications, infirmary care, etc. Non-routine services such as hospitalization require prior authorization by the U.S. Marshal's Service or the U.S. Citizenship and Immigration Services (USCIS) and if approved, are billed directly by the service provider to the U.S. Marshal's Service or the USCIS.
3. All health care services provided to the adult detainees at hospitals in the community. This includes the payment of services rendered to adult detainees at private physician's offices or clinics unless there is an agreement that the adult detainee is to pay for the services.
4. All drugs, medicines, medical supplies and equipment, forms, office supplies, books, periodicals, dentures, eyeglasses, prosthesis, etc.

K. FINANCIAL REQUIREMENTS (BEHAVIORAL HEALTH) – Contractor shall be financially responsible for the following costs:

1. All costs related to adult detainee behavioral health care services including but not necessarily limited to:
 - a. Office and behavioral health equipment and/or tools;
 - b. Personnel;
 - c. Required behavioral health off-site emergency and non-emergency services, including but not limited to inpatient hospital services and/or specialty services;
 - d. Forms, office supplies, books; and
 - e. Behavioral health records maintenance, retention and duplication.
2. All routine in house health services, i.e., sick call, medications, infirmary care, etc. Non-routine services such as hospitalization require prior authorization by the U.S. Marshal's Service or the U.S. Citizenship and Immigration Services (USCIS) and if approved, are billed directly by the service provider to the U.S. Marshal's Service or the USCIS.

**EXHIBIT A.1 - SCOPE OF SERVICES
ADULT DETENTION FACILITY SERVICES**

3. All behavioral health services provided to the adult detainees at hospitals in the community. This includes the payment of services rendered to adult detainees at private physician’s offices or clinics unless there is an agreement that the adult detainee is to pay for the services.
4. All drugs, medicines, medical supplies and equipment, forms, office supplies, books, periodicals, dentures, eyeglasses, prosthesis, etc.

L. PERSONNEL REQUIREMENTS – Contractor shall provide the following:

1. Agree that minimum requirements shall apply to all requirements outlined in this Agreement, including but not limited to General, Care and Treatment, and Personnel Requirements.
2. Obey all State requirements including, but not limited to, detainee medical services and alcohol, drug and mental health services.
3. Agree that all staffing levels are sufficient by:
 - a. Service Site(s).
 - b. Services outlined in this Agreement.
 - c. Number of detainees that are expected to be served monthly.

MEDICAL POSITIONS-ADULT	FTE
Health Services Administrator	1.00
Assistant Health Services Administrator	1.00
Medical Director	0.40
Mid-Level Provider (NP/PA)	0.40
Clerk	1.00
R.N. (Day and Night)	4.20
R.N. (JDF)	1.00
LVN (Day, Evening and Night)	5.60
Dentist	0.10
Dental Assistant	0.15
Dental Hygienist	0.00
Medical FTE Sub-Total	14.85

BEHAVIORAL HEALTH POSITIONS-ADULT	FTE
Regional Mental Health Director	0.10
MFT/LCSW	2.00
Psychiatrist	0.35
BH FTE Sub-Total	2.45

**EXHIBIT A.2 - SCOPE OF SERVICES
JUVENILE DETENTION FACILITY SERVICES**

I. TARGET POPULATION

Youth detainees of the Yolo County Sheriff's Office who are incarcerated in the Yolo County Juvenile Detention Facilities.

II. SERVICE LOCATION

Services shall be provided in the Facilities located below:

Juvenile Detention Facilities
2880 E. Gibson Road
Woodland, CA 95776

III. SERVICE REQUIREMENTS

Services for the Yolo County Juvenile Detention Facility – Contractor shall agree that minimum requirements outlined in Scope of Services shall apply to all Requirements outlined in the Scope of Service.

A. GENERAL REQUIREMENTS – Contractor shall:

1. Fulfill all requirements set forth in this Agreement.
2. Include quality and cost-effective comprehensive health services that operate in a manner that is respectful of the youth's rights to basic mental health care.
3. Include contingencies for serving patients who may need emergency services or who have an urgent condition.
4. Be available as needed twenty-four (24) hours a day, seven (7) days a week.
5. Include the development and implementation of a health services program with clear objectives, policies, procedures and with a process for documenting ongoing achievement of Agreement obligations.
6. Utilize appropriate health service personnel, in accordance with their scope of practice, who are certified and licensed as required in California.
7. Provide administrative leadership that provides for both cost accountability and responsiveness to the contract administrator.
8. Ensure that state, federal, and community requirements and standards of care are met, including but not limited to:
 - a. 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.
9. Ensure that Institute for Medical Quality (IMQ) accreditation and National Commission on Correctional Health Care (NCCHC) accreditation for the juvenile facility is maintained and be responsible for any accreditation costs.
10. Provide continuing education for custody and medical staff as requested by HHS A and at minimum meets the standards and requirements of the Medical Board of California.
11. Include disposal of contaminated waste in accordance with California regulations, and bagging and decontamination of contaminated linens.

**EXHIBIT A.2 - SCOPE OF SERVICES
JUVENILE DETENTION FACILITY SERVICES**

12. 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.
13. At all times meet staffing levels in compliance with Title 15 and the specifications set for in this Agreement or reimburse County for all expenses incurred by County in providing services that are the Contractor's responsibility and for penalty fees if the staff positions remain vacant for longer than fourteen (14) days.
14. 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.

B. CARE AND TREATMENT REQUIREMENTS – Contractor shall provide:

1. A licensed physician on-call twenty-four (24) hours per day and on site as required in the staffing recommendations.
2. Twenty-four (24) hour/day emergency medical services including but not limited to on-site emergencies, acute hospital services and transportation.
3. All necessary support for behavioral health needs for youth during afterhours from 5pm to 8am, weekends and holidays.
4. Supervision of custody staff by qualified nursing staff as requested by custody staff during intake screenings and twenty-four (24) hour Registered Nurse (RN) back up and on- call for intake screening at the time of booking.
5. Daily (five days/week) sick call to be performed by a Nurse Practitioner (NP) and/or Physician's Assistant (PA) at all sites and provision for handling urgent medical complaints/problems on weekends by NP and/or PA.
6. Medical and mental health standardized procedures in accordance with California Board of Registered Nursing requirements to document all extended nursing roles.
7. Health intake/assessment that meet State and County requirements and timelines completed for all youth.
8. Medically necessary diagnostic services including, but not limited to, laboratory, electrocardiogram (EKG), electroencephalography (EEG), radiology, and imaging.
9. Documented, daily medical observation of youth placed in administrative segregation in accordance with Title 15.
10. A defined program for identifying and meeting the special needs of the female population, e.g., pregnancy, lactating mothers, family planning services, etc.
11. Medically necessary specialty physician services.
12. Coordination with the facility food service supervisor to ensure the provision of appropriate therapeutic diets.
13. If a vocational cooking program is available to the youth provide:
 - a. Food service worker exams for all youth assigned to a food handling job within seventy-two (72) hours of notification and prior to being placed in the work assignment.
 - b. Food service worker exams for youth assigned to on- or off-site work duties and provide appropriate care to youth who are injured or suffer an illness while performing on- or off-site work duties.
14. Personal care, hygiene, medical management and observation of youth housed in the medical

**EXHIBIT A.2 - SCOPE OF SERVICES
JUVENILE DETENTION FACILITY SERVICES**

outpatient care unit twenty-four (24) hours a day by appropriately licensed health services staff.

15. Acute care hospital services.
16. Dental services that mirror Denti-Cal Children Dental Benefits.
17. Optometry services that mirror Medi-Cal Children's Benefits.
18. Pharmacy services consistent with all applicable state and federal laws and regulations, monitored by a licensed, qualified pharmacist. Contractor shall consult with County staff regarding formulary and any proposed changes.
19. Documentation of the fact that youth are receiving and ingesting their prescribed medications.
20. Documentation and written notification of custody staff when a youth's ordered medication was not administered, and the reason given.
21. Patient education services as required by Institute for Medical Quality (IMQ) accreditation standards and state regulations (e.g., California Statutes 1988, Chapter 1301, mandatory Acquired Immune Deficiency Syndrome (AIDS) education for youth).
22. All ambulance transportation.
23. Release planning for ongoing medical conditions, including a minimum of thirty (30) day's supply of medications as appropriate, for all youth under treatment at time of release, to ensure continuity of care in accordance with all applicable laws, regulations and rules.
24. Services in English and Spanish and in appropriate languages for the populations served. Note that Russian and Spanish are threshold languages in Yolo County.
25. Verification that the youth meet immunization requirements to attend school in the State of California and request a copy of client's immunization record from the school last attended or the current physician. If immunization records are unavailable, immunize client in accordance established procedures, documenting immunizations in the client's health records.
26. Coordinate with other providers in the facility and community providing services, i.e., substance abuse treatment, to youth.

C. QUALITY ASSURANCE REQUIREMENTS (COMPREHENSIVE HEALTH) – Contractor shall provide:

1. A quality assurance program will be on-going consisting of regularly scheduled audits of all aspects of youth health care services, including dental 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 (health services professional) on a quarterly basis.
2. Quarterly data on all agreed-upon metrics to be reviewed and discussed at a Quarterly Quality Assurance meeting involving representatives from at least County, custody staff, and Contractor.
3. A designated physician health authority with responsibility for assuring the quality, appropriateness, and adequacy of youth health care.

D. QUALITY ASSURANCE REQUIREMENTS (BEHAVIORAL HEALTH) – Contractor shall provide:

1. An on-going quality assurance program consisting of regularly scheduled audits of all aspects of youth behavioral health care services with documentation of deficiencies and plans for

**EXHIBIT A.2 - SCOPE OF SERVICES
JUVENILE DETENTION FACILITY SERVICES**

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.

2. Quarterly data on all agreed-upon metrics to be reviewed and discussed at a Quarterly Assurance meeting involving representatives from at least County, custody staff, and Contractor.
3. A designated Mental Health Director or Designee authority with responsibility for assuring the quality, appropriateness and adequacy of youth health care.

E. MEDICAL RECORDS REQUIREMENTS – Contractor shall:

1. Be responsible for maintenance and security of medical records consistent with all applicable laws, regulations, rules and community standards of practice.
2. Initiate and maintain individual health care records in accordance with all applicable laws, regulations and rules for every youth requiring medical, dental, or evaluation as a result of the intake screening process or for services rendered following the youth’s assignment to a housing area.
3. Ensure confidentiality of medical records in accordance with all applicable confidentiality laws and regulations. The medical records will be kept separate from the custody record.
4. Retain inactive medical records in accordance with all applicable confidentiality laws and regulations.
5. Serve as custodian of the medical record.
6. Agree and ensure that staff designated by the County Health Officer shall at all times have access to youth medical records in whatever form they are maintained, and Contractor shall provide them keys to locked storage rooms and cabinets.
7. Implement an electronic health record system to:
 - a. Comply with Federal and State requirements as to maintaining electronic health records;
 - b. Make electronic health care records available to County in an electronic format readable by County; and
 - c. Support and implement bidirectional sharing of health information in compliance with all legal requirements through the use of Health Information Exchange (HIE).
8. Ensure that health records include, but not be limited to:
 - a. Intake screening assessment (completed by Contractor and custody staff);
 - b. Health staff evaluations and treatments with documentation of diagnosis and treatment plan;
 - c. Physician’s orders;
 - d. Medications administered, date, time and by whom
 - e. All complaints of illness or injury;
 - f. Names of persons treating, prescribing, or evaluating;
 - g. Laboratory and radiology reports; and
 - h. Consultation, emergency, hospital reports and discharge summaries.
9. Comply with, and shall ensure that its officers, agents, employees, participants and volunteers comply with, the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and its

**EXHIBIT A.2 - SCOPE OF SERVICES
JUVENILE DETENTION FACILITY SERVICES**

implementing regulations, and the privacy and security business associate requirements attached.

10. Adhere to applicable informed consent regulations and standards.
11. Be responsible for obtaining previous medical records from County and/or outside providers to ensure continuity of care.
12. Be responsible for transmitting pertinent medical information with the youth when transferred to other detention/corrections/placement facilities, mental health facilities, and/or other jurisdictions to ensure continuity of care.
13. Maintain medical 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 Contractor will be subject to compliance review and audit.
14. Upon County's request, Contractor shall 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.

F. ADMINISTRATIVE REQUIREMENTS – Contractor shall provide:

1. A full-time supervising nurse/manager (minimum licensure requirement – Registered Nurse) with the authority to oversee the administrative requirements of the 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 supervising nurse/manager shall maintain a close working liaison with custody administration.
2. Clearly defined written agreements with off-site hospitals, physicians, ambulance companies, and others involved in providing care to youth.
3. Well 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 County in electronic format.
4. Monthly statistics, available to the HHSA Director, County Mental Health Director, Chief Probation Officer and Administrative/Medical Quality Committee, including but not necessarily limited to the number of:
 - a. Youth visits at sick call (reported by type, i.e., RN, PA/NP);
 - b. Youth visits by physician;
 - c. Youth visits by dentist;
 - d. Youth visits by psychiatrist;
 - e. Crisis calls;
 - f. Youth on medication by medication type;
 - g. Youth on psychiatric medications;
 - h. Youth refusals to accept treatment or medications;
 - i. Outpatient care medical unit admissions, patient days, average length of stay;
 - j. Hospital admissions, patient days, average length of stay by diagnosis for medical;
 - k. Transfers to off-site hospital emergency departments;

**EXHIBIT A.2 - SCOPE OF SERVICES
JUVENILE DETENTION FACILITY SERVICES**

- l.** Medical specialty consultation referrals;
 - m.** Intake medical screening;
 - n.** Ninety-six (96) hour physical assessments;
 - o.** Diagnostic studies;
 - p.** Communicable disease reporting;
 - q.** Suicide data (i.e., attempts, precautions, successful);
 - r.** Documentation on all medical screenings/exams performed including pre-booking screenings;
 - s.** Medical refusals at time of initial booking;
 - t.** Medical grievances filed;
 - u.** Number of youth receiving follow-up meetings required by 28 CFR section 115.381;
 - v.** Number of youth receiving timely and unimpeded access to treatment, services and information required by 28 CFR section 115.382; and
 - w.** Number of youth receiving interactions required by 28 CFR section 115.383.
- 5.** Staff for r attending quarterly, or more frequently as designated by County Health Officer, Chief Probation Officer or designee, meetings with juvenile detention managers to evaluate statistics, program needs, problems, and inter-relationships between custody and health services personnel.
- 6.** Documentation of health care staff role in the juvenile detention disaster plans.
- 7.** Adequate supplies on site to guarantee that emergency and non-emergency medical and dental needs are met.

G. FINANCIAL REQUIREMENTS – Contractor shall be responsible for the following costs:

- 1.** All costs related to youth health care services including but not necessarily limited to:
 - a.** Pharmaceuticals/medical supplies.
 - b.** Office and medical equipment to include dental, emergency, exam room, etc.
 - c.** Personnel.
 - d.** Required medical off-site emergency and non-emergency services (inpatient hospital services, specialty services, dental, lab, radiology).
 - e.** Ambulance services.
 - f.** Prosthesis.
 - g.** Eyeglasses.
 - h.** Forms, office supplies, books.
 - i.** Medical records maintenance, retention and duplication.
 - j.** All accreditation costs.
- 2.** All routine in house health services, i.e., sick call, medications, infirmary care, etc. Non-routine services such as hospitalization require prior authorization by the U.S. Marshal's Service or the U.S. Citizenship and Immigration Services (USCIS) and if approved, are billed directly by the service provider to the U.S. Marshal's Service or the USCIS.
- 3.** All health care services provided to the youth at hospitals in the community. This includes the payment of services rendered to youth at private physician's offices or clinics unless there is an agreement that the youth is to pay for the services.

**EXHIBIT A.2 - SCOPE OF SERVICES
JUVENILE DETENTION FACILITY SERVICES**

4. All drugs, medicines, medical supplies and equipment, forms, office supplies, books, periodicals, dentures, eyeglasses, prosthesis, etc.

H. MEDICAL AND MENTAL HEALTH STANDARDS – Contractor shall:

1. Provide services that comply with 28 CFR section 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 shall hold the meeting with the youth, such meetings shall be conducted on-site.
2. Provide youth with timely and unimpeded access to treatment, services and information as required in 28 CFR section 115.382.
3. Provide services that comply with 28 CFR section 115.383 including, but not limited to, the position(s) interacting with the youth, and the type of interaction with the youth, such interactions shall be conducted on-site.
4. Provide affirmation that Contractor shall participate in Data Collection and Review activities and requirements identified in 28 CFR sections 115.386 through 115.389 and Audit activities and requirements identified in 28 CFR section 115.393.

I. PERSONNEL REQUIREMENTS – Contractor shall:

1. Agree that minimum requirements shall apply to all Requirements outlined in Scope of Services, including but not limited to General, Care and Treatment, and Personnel Requirements.
2. Obey all State requirements including, but not limited to, youth medical services and alcohol, drug and mental health services.
3. Comply with the specialized training requirements for medical care required in 28 CFR section 115.335, provide a refresher training every two (2) years, and detail how records of training completion are maintained.
4. Provide County’s contractor training as required in 28 CFR section 115.332 of all staff assigned to the juvenile detention facility, including both regular assignment staff and relief capacity assigned staff.

MEDICAL POSITIONS_YOUTH	FTE
Health Services Administrator	1.00
Assistant Health Services Administrator	1.00
Medical Director	0.40
Mid-Level Provider (NP/PA)	0.40
Clerk	1.00
R.N. (Day and Night)	4.20
R.N. (JDF)	1.00
LVN (Day, Evening and Night)	5.60
Dentist	0.10
Dental Assistant	0.15
Dental Hygienist	0.00
Medical FTE Sub-Total	14.85

**EXHIBIT A.2 - SCOPE OF SERVICES
JUVENILE DETENTION FACILITY SERVICES**

BEHAVIORAL HEALTH POSTIONS-YOUTH	FTE
Regional Mental Health Director	0.10
MFT/LCSW	2.00
Psychiatrist	0.35
BH FTE Sub-Total	2.45

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**EXHIBIT A.3 - SCOPE OF SERVICES
MEDICATION ASSISTED TREATMENT (MAT) SERVICES**

I. CONTRACTOR SHALL BE RESPONSIBLE FOR THE FOLLOWING MEDICATION ASSISTED TREATMENT (MAT) SERVICES AT THE YOLO COUNTY JAIL FACILITIES

A. SUMMARY OF WORK

Contractor shall administer a Medication Assisted Treatment (MAT) program at the Yolo County Adult Detention Facilities for opioid dependent and criminal justice populations.

B. TARGET POPULATION AND SERVICE 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.

C. TREATMENT REQUIREMENTS

Medication Assisted Treatment (MAT) refers to using FDA-approved medications, in combination with counseling and behavioral therapies, to treat substance use disorders as a medical disorder. The MAT program provides addiction treatment and recovery within correctional facilities. MAT provides opioid addiction and other substance use disorders in more than seventy (70) correctional facilities. Healthcare providers who possess their DEA-X waiver, and some have presented nationally on this topic. Contractor aims to provide a consistent, reliable continuum of care for patients suffering from Substance-Use-Disorder (SUD) throughout their incarceration experience and beyond.

1. Programming and staffing model are to serve a minimum of fifteen (15) patients at any given time in the MAT program which shall provide the below services based on Contractor's Withdrawal Management Program and Policies: Screening all individuals for substance use disorder to identify those at risk and in need of services.
2. Assessment and monitoring for all those being served to determine the appropriate medication and treatment needs while incarcerated.
3. Continuation and/or initiation/induction of MAT medications (Methadone, Oral Naltrexone, Vivitrol injections, and Suboxone/Subutex).
4. Offering mental health services to include individual and group counseling support.
5. Re-entry planning which includes facilitating a post-release linkage to community MAT programs for continuity of services.

D. STAFFING REQUIREMENTS

Contractor shall provide staffing as noted in plan below.

MAT POSTITIONS	FTE
MAT Mid-Level Provider (NP/PA)	0.2
MAT RN Program Coordinator	0.5
MAT Substance Abuse Counselor	0.2
MAT MH Professional/Discharge Planner	0.4
MAT LVN	2.1
MAT Sub-Total	3.4

EXHIBIT B – METHOD OF PAYMENT AND BUDGET

I. Monthly Flat Rate

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, Section B below and any CPI escalations, County shall, upon receipt of a monthly invoice submitted to County by Contractor, pay Contractor a monthly rate as follows:

1. Year 1: one-eighth of the applicable base yearly amount set forth on page 1 of this Agreement (reflecting a November 1 term commencement).
2. Year 2 and Year 3: one-twelfth of the applicable base yearly amount set forth in Section II of this Agreement.
3. Optional Year’s 4 and 5: one-twelfth of the applicable base yearly amount set forth in Section II of this Agreement.

II. Method of Payment

A. Any other provision of this Agreement notwithstanding, the maximum payment obligation to Contractor through **June 30, 2026**, shall be no greater than **FIFTEEN MILLION TWO HUNDRED FIFTY-SIX THOUSAND EIGHT HUNDRED THIRTY-THREE DOLLARS AND FORTY-SEVEN CENTS (\$15,256,833.47)**, specified as follows:

Adult, Juvenile and MAT Jail Services			
Fiscal Year (FY)	Funding	Service Dates	Amount
FY 2023-24	CGF	December 1, 2023 through June, 2024	\$3,406,071.79
	MAT	December 1, 2023 through June, 2024	\$123,534.86
FY 2024-25	CGF	July 1, 2024 through June, 2025	\$5,489,560.65
	MAT	July 1, 2024 through June, 2025	\$231,037.80
FY 2025-26	CGF	July 1, 2025 through June, 2026	\$5,764,038.68
	MAT	July 1, 2025 through June, 2026	\$242,589.69
Total			\$15,256,833.47

B. Option Years. Parties shall mutually agree in writing to extend the term of the Agreement for a fourth or fifth year pursuant to Section I of the Agreement. The notice shall include the revised agreement term, approved funding amount to be added to the Agreement, and revised agreement maximum compensation.

2. Funds. County may pay Contractor using a combination of funding sources, as County deems appropriate. If applicable and upon prior approval by the Director, the funds allocated for each listed service may be shifted between services, provided the changes do not increase the maximum payment obligation.

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

1. Per Diem Rate for Average Daily Population below 350 (Rebate) or over 350 (Premium) - \$8.33.
2. This Agreement is based on a base ADP of 350 detainees. If, in any calendar quarter, the average adult and juvenile ward ADP exceeds 350, County will pay Contractor a per diem of \$8.33 per inmate above that threshold. If, in any calendar quarter, the average adult and juvenile ward ADP

EXHIBIT B – METHOD OF PAYMENT AND BUDGET

falls below 350, County will pay Contractor a per diem of \$8.33 per inmate below that threshold.

3. 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 of care.
- D.** Contractor shall submit such claims for payment to County no later than thirty (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 twenty (20) days of the date of the initial rejection.
- E.** Contractor may submit claims for payment to County in an electronic format at HNSA.AccountsPayable@yolocounty.org. Contractor shall submit all claims with any required supporting documentation accompanying the claim. If a claim contains confidential client information, the claim and supporting documentation must be encrypted for transmission.
- F.** 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.
- G.** 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.
1. 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.
 2. 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 forty-five (45) days of mailing a demand letter from County to Contractor. Thereafter, unless otherwise negotiated with and approved by County, 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.
 3. 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.
- H.** Any other provision of this Agreement notwithstanding, because this Agreement is funded by federal and state governments, County's obligation to compensate Contractor pursuant to this Agreement is contingent upon, and subject to, 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.
- I.** 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.
- J.** 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

EXHIBIT B – METHOD OF PAYMENT AND BUDGET

reimbursement, as well as the breakdown of services provided in order to effectuate reimbursement from outside sources.

- 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, eyeglasses, prosthesis, etc.

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 should become 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 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 Exhibit C as the minimum staffing level. Contractor shall maintain the continual physical presence of medical staff at the Facility.
 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 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. Obey all State requirements including, but not limited to, detainee/youth medical services and alcohol, drug and mental health services, as well as all requirements stated in this Agreement.
 3. Ensure that all staffing requirements will meet minimum levels as described in California Code of Regulations Title 9, Chapter 3, Articles 8-13, Title 15, and the specifications set forth in this Agreement.
- C. Contractor may utilize professional employment agencies (i.e., Nurses Registry) 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 fourteen (14) days, County shall pay Contractor an amount equal to the vacant position wage rate during the period of vacancy.
- D. 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 and medical 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 and meet the good standing and other requirements of this provision unless, in their sole discretion, the Sheriff and Health and Human Services Agency Director or their designees each concur that a staff member or prospective staff member with probationary status or other disciplinary history may provide services under this Agreement.
- E. 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.

EXHIBIT C – SPECIAL TERMS AND CONDITIONS

- F.** Contractor is responsible for personnel time and attendance accountability and to provide appropriate monthly records or reports to 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.
- G.** Contractor shall develop an organizational chart for the Facility. Supervision and reporting roles and responsibilities for administrative and clinical aspects of the health services program will be carried out in accordance with the organizational chart.
- H.** 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.
 - 5. No administrative or civil adjudication of having engaged in any activity mention in this subsection.
 - 6. Repeat background checks shall be repeated at least every five (5) years.
- I.** Contractor shall establish appropriate professional attire standards and Contractor personnel shall comply with those standards at all times while on duty.
- J.** 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. The Sheriff's Office 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.
- K.** Contractor will provide orientation and training on CFMG evaluation forms and documentation standards to all medical personnel.
- L.** 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.
- M.** 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.

EXHIBIT C – SPECIAL TERMS AND CONDITIONS

- N. Contractor shall document job descriptions and oversee all medical practices to ensure its employees receive the supervision required by their license and operate within their scope of practice.
- O. 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 and secure complete individual and dated medical records which, at a minimum, shall include all required forms, authorizations, notes, reports and other documents. The records shall conform to applicable laws, regulations, rules and community standards of practice, 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 health care records in accordance with all applicable laws, regulations and rules for every detainee/youth requiring medical and dental services as a result of the intake screening process or for services rendered following the detainee's/youth's assignment to a housing area.
- D. Retain inactive medical records in accordance with all applicable confidentiality laws and regulations.
- E. Agree that all mental health records are the property of County.
- F. Serve as custodian of the medical records and acknowledge that all medical records are the property of County during the term of and after termination of this Agreement.
- G. Agree that staff designated by the County Health Officer shall at all times have access to detainee/youth medical records in whatever form they are maintained and provide them keys to locked storage rooms and cabinets.
- H. Contractor shall maintain an electronic health record system as follows:
 - 1. Comply with Federal and State requirements as to maintaining electronic health records.
 - 2. Make electronic health care records available to County in an electronic format readable by County.
 - 3. Support and implement bidirectional sharing of health information in compliance with all legal requirements through the use of Health Information Exchange (HIE).
 - 4. The electronic health records will include, but not be limited to:
 - a. Intake screening assessment (completed by Contractor and custody staff).
 - b. Medical staff evaluations and treatments with documentation of diagnosis and treatment plan.
 - c. Physician's orders.
 - d. Medications administered, date, time and by whom.
 - e. All complaints of illness or injury.
 - f. Names of persons treating, prescribing, or evaluating.
 - g. Laboratory and radiology reports.
 - h. Consultation, emergency, hospital reports and discharge summaries.
 - i. Mental health and substance use disorder screening, assessments, evaluation and treatment.

EXHIBIT C – SPECIAL TERMS AND CONDITIONS

- j.** Discharge planning.
- I.** Comply with and ensure that its officers, agents, employees, participants and volunteers comply with, the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and its implementing regulations, and the privacy and security business associate requirements attached.
- J.** Adhere to applicable informed consent regulations and standards.
- K.** Be responsible for obtaining previous medical records from County and/or outside providers to ensure continuity of care.
- L.** Be responsible for transmitting pertinent medical information with the detainee/youth when transferred to other detention/corrections/placement facilities, mental health facilities, and/or other jurisdictions to ensure continuity of care.
- M.** Maintain medical and other records as necessary to fully document the level and quality of care, the necessity and appropriateness of services, and compliance with this agreement. Relevant records maintained by Contractor will be subject to compliance review and audit.
- N.** Upon request, provide County and State officers, employees and agents with access to any documentation regarding detainee’s/youth’s 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.

O. Confidentiality of Records

- 1.** All requests for medical 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.
 - 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 medical and 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

EXHIBIT C – SPECIAL TERMS AND CONDITIONS

	10850, 17006	public social services
Civil Code	56	medical records
Evidence Code	1012 et seq.	psychological records
	1040 et seq.	official information

4. Ensure that mental health records will be kept separate from the custody records.
5. Contractor shall promptly transmit to County copies of all requests for disclosure of confidential information.

IV. QUALITY ASSURANCE REQUIREMENTS.

Contractor shall comply with the following requirements:

- A.** Provide an on-going quality assurance (QA) program consisting of regularly scheduled audits of all aspects of detainee/youth health care services, including dental and mental health, 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 (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 CMA standards, CCR Title 15 guidelines, and other policy/procedure requirements.
- D.** Contractor shall coordinate at least quarterly meetings with the Continuous Quality Improvement (CQI) committee.
 1. CQI committee shall oversee regularly scheduled audits of health care services.
 2. Present meeting minutes at each meeting to the Committee.
 3. CQI committee includes members representing Contractor, Facility Commander, County Administration, and other members as appropriate.
 4. CQI committee members are identified by the Medical Director, Program Manager and Contractor Corporate Management staff.
 5. CQI committee will review the following types of events and activities:
 - a. Detainee/youth deaths;
 - b. Inpatient hospitalizations;
 - c. Surgical procedures;
 - d. Disaster drill results;
 - e. Other incidents, as deemed appropriate;
 - f. In-service training; and/or
 - g. Medical record reviews.
- E.** Contractor shall coordinate at least quarterly QA meeting with the County’s Facilities Administration to discuss mental health services. Topics of discussion:
 1. Monthly statistics;
 2. Quality improvement findings
 3. Infection control;

EXHIBIT C – SPECIAL TERMS AND CONDITIONS

4. Detainee/youth grievances;
 5. Health and safety inspection reports;
 6. Staffing plan updates;
 7. Other health care topics, as warranted; and
 8. Offsite services report, including the purpose of the medical transport and result.
- F.** Contractor shall send corporate management and the program administrator to attend QA meetings unless it is mutually agreed by both Parties to be unnecessary.
- G.** QA meetings should include input from key members of the Yolo County mental health and medical community.
- H.** QA meetings may include representatives from HHSA, specifically health staff and mental health staff, Sheriff's Office staff, Probation Department staff and the Public Defender's Office, and other appropriate key stakeholders.
- I.** Contractor will maintain and share QA meeting minutes or summaries with all committee members.
- J.** Contractor shall participate in external reviews, inspections, and audits as requested by HHSA and/or Sheriff's Office or Probation Department.
- K.** Contractor's QA Committee shall review all detainee grievances relating to behavioral health services.
- L.** Provide a designated Medical Director or designee authority with responsibility for assuring the quality, appropriateness and adequacy of detainee/youth health care.
- M.** Conduct site audits and work with the CQI Committee to ensure on-going compliance.
- N.** Work with the Facility administrators to ensure guidelines for isolation precautions are in place for detainees/youths with a communicable disease or a specific infection. Guidelines include ventilation, respiratory infection programs, and other infection control measures.
- O.** Review the guidelines regularly to ensure continuing efficiency and effectiveness. Contractor shall submit any recommendations for change to County for prior approval.
- V. ADMINISTRATIVE REQUIREMENTS.**
- Contractor shall comply with the following requirements:
- A.** Provide a full-time supervising nurse/manager (minimum requirement – Registered Nurse) with the authority to oversee the administrative requirements of the 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 supervising nurse/manager shall maintain a close working liaison with custody administration.
 - B.** Provide clearly defined written agreements with off-site hospitals, physicians, ambulance companies, and others involved in providing care to detainees/youths.
 - C.** Provide 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 County in electronic format.
 - D.** Provide monthly statistics to County, including but not necessarily limited to information and statistics about:

EXHIBIT C – SPECIAL TERMS AND CONDITIONS

1. Detainee visits at sick call (reported by type, i.e., RN, PA/NP);
 2. Detainee visits by physician;
 3. Detainee visits by dentist;
 4. Detainee on medication by medication type;
 5. Detainee on psychiatric medications;
 6. Detainee refusals to accept treatment or medications;
 7. Outpatient care medical unit admissions, patient days, average length of stay;
 8. Hospital admissions, patient days, average length of stay by diagnosis for medical;
 9. Transfers to off-site hospital emergency departments;
 10. Medical specialty consultation referrals;
 11. Intake medical screening;
 12. 14-day health inventories;
 13. Diagnostic studies;
 14. Communicable diseases;
 15. 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. Completed
 16. Documentation on all medical screenings/exams performed including pre-booking screenings;
 17. Medical refusals at time of initial booking; and
 18. Medical grievances filed.
- E.** Maintain and track monthly statistics to make available to the HHSA 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/youths on waiting list for behavioral health services.

EXHIBIT C – SPECIAL TERMS AND CONDITIONS

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 youths receiving interactions required by 28 CFR §115.383.
- 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 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 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.
- G. Provide a written response to the detainee for non-emergent requests. Response shall contain the date the healthcare staff responded.
- H. Comply with recommendations from County in disputed cases.
- I. The Facility Commander will have the final authority to resolve complaints.
- J. Documentation of mental health care staff role in Facilities' disaster plans.
- K. Adequate supplies on site to guarantee that emergency and non-emergency mental health needs are met
- L. Attend quarterly, or more frequently as designated by County, meetings with Facility managers to evaluate statistics, program needs, problems, and inter-relationships between custody and health services personnel.
- M. Document health care staff role in Facilities' disaster plans.
- N. Maintain adequate supplies on site to guarantee that emergency and non-emergency medical and dental needs are met.
- O. Conduct site and corporate reviews of all in-custody detainee/youth deaths, which such facility reviews will be conducted in collaboration with County and presented to the Quality Assurance Committee.

EXHIBIT C – SPECIAL TERMS AND CONDITIONS

VI. ADDITIONAL CONTRACTOR REQUIREMENTS

A. Prison Rape Elimination Act:

1. Provide services that comply with 28 CFR section 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 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 section 115.382.
3. Provide services that comply with 28 CFR section 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 sections 115.386 through 115.389 and Audit activities and requirements identified in 28 CFR section 115.393.
5. Comply with the specialized training requirements for medical care required in 28 CFR section 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 section 115.332 to all County staff assigned to the Facility, including both regular assignment staff and relief capacity assigned staff.

B. Reporting.

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.

C. Statistical Reporting

1. Contractor shall submit monthly statistical reports to County by the fifteenth (15th) day of each subsequent month. The reports will include, but not be limited to:
 - a. Number of clinic visits, emergency room visits, communicable diseases, suicide attempts, and detainee/youth grievances, and date and time of request, number of individuals served by age, gender, and race, ethnicity and/or culture.
 - b. Number of detainees/youths on wait list for dental exams.
 - c. Percentage of youth at juvenile detention facility (JDF) detained greater than seventy (70) days who have received a dental exam.
 - d. Number of detainees with diabetes and percentage on oral medications and percentage receiving injections.
 - e. Number of detainees with hypertension and percentage on hypertensive medications.
 - f. Number of TB screening tests placed and percentage positive.
 - g. During flu season, percentage of detainees/youth who received influenza vaccine.
2. A written annual report summarizing the health care service delivery (i.e., medical, mental health, dental, and pharmaceutical services) shall be submitted by July 31 of each subsequent fiscal year.
3. Additional reporting requirements may be developed as the program progresses, or if reporting requirements change by the California Department of Health Care Services (DHCS).
4. Contractor shall maintain data and reports of performance outcome measures in compliance with

EXHIBIT C – SPECIAL TERMS AND CONDITIONS

the Federal and State requirements. On a quarterly basis, Contractor shall make these data and reports available to the County, as specified in Exhibit E, Performance Measures.

5. Contractor shall maintain and submit monthly and quarterly data based on the Jail Data Reporting spreadsheet as specified by the Director. Jail Data Reporting shall be submitted electronically via email to: bvaughn@yolocounty.org

D. Notifications

Contractor shall immediately notify County of an inmate death upon discovery or occurrence, and when Contractor has made a determination that an inmate's condition is serious enough to notify family members.

E. Emergency Plan

1. Plan Updates. Assist County in updating its Facility emergency plan for continued 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 medical and mental health provisions of the emergency plan. The plan will undergo annual review with Facility management.
2. Contractor Response. In the event of a natural or man-made disaster, Contractor personnel shall assist with triage assessments, render first aid, initiate resuscitation of critically injured individuals, and direct/coordinate off-site medical referrals.

VII. COMPLIANCE

- A. Contractor shall provide services under this Agreement which meet or exceed the IMQ accreditation standards for 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.
- B. Contractor shall work with the County Health Officer who, under Section 101045 of the Health and Safety Code, must investigate health and sanitary conditions in every county detention facility.
- C. Contractor shall work with HHSa concerning communicable disease screening, continuing medical surveillance, case management, reporting, and inmate/ward referral in the community.

VIII. ADDITIONAL CONTRACTOR WARRANTIES

A. 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.

B. 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.

IX. ADDITIONAL RESPONSIBILITIES OF CONTRACTOR

A. Health Care Procedures Manual

EXHIBIT C – SPECIAL TERMS AND CONDITIONS

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

B. Behavioral Health Care Procedures Manual

1. Provide a copy to County of 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.
2. Provide 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.
3. Contractor shall sign the Behavioral Health Care Procedures Manual to demonstrate Contractor's annual review and approval and all intermittent updates.
4. All on-site health services staff shall review the policy and procedure manual as part of the orientation and annually thereafter.

C. Delegation of Duties

1. Upon determination that a clinical function or service can be safely and legally delegated to health care personnel other than a physician 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 Health Care Procedures Manual.
2. 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 health-trained personnel authorized by law to give such orders.

D. Health Care and Behavioral Health Care Practices

Medical services shall be conducted in a private manner such that information can be communicated confidentially.

E. Access to Treatment

Provide inmates with unimpeded access to health care. Contractor shall make provisions to communicate health access information to non-English speaking inmates. For any inmate who is

EXHIBIT C – SPECIAL TERMS AND CONDITIONS

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.

F. 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 medical or psychiatric illnesses or developmental disabilities).

G. Training

1. **Contractor Personnel.** Contractor shall periodically conduct on-site in-service trainings and provide its employees with Contractor-sponsored regional training opportunities. Contractor shall provide:
 - a. Training to address critical infection control issues and address the latest standard precautions to be utilized when handling detainees/youth with communicable diseases.
2. **County Correctional Staff.** Contractor shall provide:
 - a. STC certified training courses covering medical topics including but not limited to, suicide prevention, common medical emergencies, first aid, sudden in-custody deaths, drug and alcohol intoxication and withdrawal reactions, use of medication in detained populations, and infectious diseases.
 - b. Training on the intake health screening process.
 - c. Training to address critical infection control issues and address the latest standard precautions to be utilized when handling detainees with communicable diseases.

H. Health Care and 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 medical record audits to be reviewed by County.

I. Medication

1. Notwithstanding Contractor's inherent right to select medication, Contractor is encouraged to prescribe generic medications when medically appropriate.
2. 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.

J. Personal Hygiene Products

Contractor shall coordinate with Facility to ensure inmates are provided with personal hygiene services and/or products.

K. Affordable Care Act

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

L. 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.

EXHIBIT C – SPECIAL TERMS AND CONDITIONS

X. CONTRACT MONITORING

County and Contractor shall meet periodically, on mutually agreed upon dates and times, to review services provided in relation to scope of Agreement. 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.

XI. 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.

XII. REPORT ACCIDENTS AND UNSAFE CONDITIONS

Contractor shall report any accident or unsafe condition to County immediately as Contractor becomes aware.

XIII. 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.

XIV. HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT

Contractor shall execute the form attached as Exhibit “C-2.”

EXHIBIT 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 thirty-six (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 two (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 under this Agreement 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 this Agreement or grant.

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

_____ Date:
Dr. Grady Judson Bazzel, President

_____ Date:
Richard Medrano, MD, Vice President and Secretary

**EXHIBIT C.2 – BUSINESS ASSOCIATE &
QUALIFIED SERVICE & ORGANIZATION AGREEMENT ADDENDUM**

This Exhibit shall constitute the Business Associate Agreement and Qualified Service Organization Agreement Addendum (the “Agreement”) between the County of Yolo (“County”) and Contractor (“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 Contractor intend to protect the privacy and provide for the security of protected health information in compliance with the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 (“HIPAA”), the HIPAA Omnibus Rule, Title 45 of the Code of Federal Regulations (CFR) Parts 160 and 164, the Health Information Technology for Economic and Clinical Health Act, Public Law 111-005 (the HITECH Act), and regulations promulgated thereunder by the U.S. Department of Health and Human Services (the HIPAA Regulations), the Federal Confidentiality of Substance Abuse Disorder Patient Records laws and regulations, Title 42 of the United States Code §290dd-2 and 42 CFR Part 2 (“Part 2 Regulations”), and any other applicable laws.

III. 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 CFR section 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. **Business Associate** means the party with whom the County is contracting or Contractor, as referenced above. Business Associate may also be a Qualified Service Organization (QSO) as defined by 42 CFR Part 2 §§2.11 and 2.12.
- E. **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.
- F. **Covered Entity** means the same as defined under the Privacy Rule and the Security rule, including, but not limited to, 45 CFR section 160.103.
- G. **Designated Record Set** means the same as defined in 45 CFR section 164.501.
- H. **Electronic Protected Health Information (ePHI)** means the same as defined in 45 CFR section 160.103.
- I. **Electronic Health Record** means the same as defined shall have the meaning given to such term

**EXHIBIT C.2 – BUSINESS ASSOCIATE &
QUALIFIED SERVICE & ORGANIZATION AGREEMENT ADDENDUM**

in the HITECH Act, including, but not limited to, 42 U.S.C. section 17921.

J. 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.

K. Health Care Operations means the same as defined in 45 CFR section 164.501.

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

M. Marketing means the same as defined under 45 CFR section 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.

N. Part 2 Regulations means requires each disclosure made with written patient consent to be accompanied by a written statement that the information disclosed is protected by federal law and that the recipient cannot make any further disclosure of it unless permitted by the regulations (42 CFR § 2.32).

O. Privacy Officer means the same as defined in 45 CFR section 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.

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

Q. 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 CFR section 164.501. Protected Health Information includes Electronic Protected Health Information [45 CFR §§ 160.103 and 164.501].

R. Required By Law means the same as defined in 45 CFR section 164.103.

S. Qualified Service Organization means a person or organization that: provides services to a Part 2 program, such as data processing, bill collecting, dosage. preparation, laboratory analyses, or legal, medical, accounting or other professional.

T. Security Rule means the HIPAA Regulation that is codified at 45 CFR parts 160 and 164, subparts A and C.

U. 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.

V. 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;

**EXHIBIT C.2 – BUSINESS ASSOCIATE &
QUALIFIED SERVICE & ORGANIZATION AGREEMENT ADDENDUM**

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.

W. 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.

X. 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).

IV. 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.

D. Compliance with the Part 2 Regulations: Contractor hereby acknowledges and agrees it will comply with the Part 2 Regulations as a QSO.

V. 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

**EXHIBIT C.2 – BUSINESS ASSOCIATE &
QUALIFIED SERVICE & ORGANIZATION AGREEMENT ADDENDUM**

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 section 164.504(e)(2)(i)(B).

5. To report violations of law to appropriate Federal and State authorities, consistent with CFR section 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 Protected 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. § 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)].

H. To the extent that in performing its services for or on behalf of County, Contractor creates, uses, discloses, maintains, or transmits PHI or EPHI that is PHI protected by the Part 2 Regulations") Contractor acknowledges and agrees that:

- 1.** that it is a QSO as defined by 42 CFR Part 2 §§2.11 and 2.12;
- 2.** in creating, receiving, storing, processing or otherwise dealing with any such patient records, Contractor is fully bound by the Part 2 Regulations and Contractor shall comply in full with those requirements, including the prohibition against redisclosure;
- 3.** Contractor will resist, in judicial proceedings or otherwise, any efforts to obtain access to patient records, except as permitted by the Part 2 Regulations; and
- 4.** acknowledges that any unauthorized disclosure/redisclosure or use of information under the Part 2 Regulations is a federal criminal offense.

**EXHIBIT C.2 – BUSINESS ASSOCIATE &
QUALIFIED SERVICE & ORGANIZATION AGREEMENT ADDENDUM**

VI. 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. § 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.”

VII. 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 CFR sections 164.308, 164.310, and 164.312. [45 CFR § 164.504(e)(2)(ii)(B); 45 CFR§ 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 CFR section 164.316. [42 U.S.C. § 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 crosscut 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.

VIII. 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 CFR§ 164.504(e)(2)(ii)(D) and 45 CFR § 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 CFR§ 164.530(f) and 164.530(e)(I)).

IX. 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 CFR section 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

**EXHIBIT C.2 – BUSINESS ASSOCIATE &
QUALIFIED SERVICE & ORGANIZATION AGREEMENT ADDENDUM**

(5) days of a request by County to enable County to fulfill its obligations under state law, [Health and Safety Code § 123110] the Privacy Rule, including, but not limited to, 45 CFR section 164.524 [45 CFR § 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.

X. 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 section 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 CFR § 164.504(e)(2)(ii)(F)].

XI. 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 CFR section 164.528, and the HITECH Act, including but not limited to 42 U.S.C. section 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 CFR §§ 164.504(e)(2)(ii)(G) and 165.528]. The provisions of this paragraph shall survive the

**EXHIBIT C.2 – BUSINESS ASSOCIATE &
QUALIFIED SERVICE & ORGANIZATION AGREEMENT ADDENDUM**

termination of this Agreement.

XII. 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 Contractor's compliance with the Privacy rule [45 CFR § 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.

XIII. 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.

XIV. 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. section 17932 and 45 CFR part 164, subpart D, including but not limited to 45 CFR section 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 CFR section 164.410. or security incident immediately upon discovery by email and shall include:

1. Alberto Lara, Yolo County Human Resources Director, Interim Privacy Officer-Risk Manager/Safety Officer at alberto.lara@yolocounty.org, and
2. Lee Gerney, County's Information Security Officer-Chief Technology Officer at lee.gerney@yolocounty.org, and
3. Charles Egbert, HHS Privacy Officer at Charles.Egbert@yolocounty.org; and
4. Katherine Barrett, HHS Behavioral Health Compliance Officer at HHS.BHCompliance@yolocounty.org

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.

**EXHIBIT C.2 – BUSINESS ASSOCIATE &
QUALIFIED SERVICE & ORGANIZATION AGREEMENT ADDENDUM**

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.

XV. 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 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.

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**EXHIBIT C.2 – BUSINESS ASSOCIATE &
QUALIFIED SERVICE & ORGANIZATION AGREEMENT ADDENDUM**

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.

Contractor Signature

_____ Date:
Dr. Grady Judson Bazzel, President

_____ Date:
Richard Medrano, MD, Vice President and Secretary

DRAFT

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 thirty (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 Procurement Manager.

IV. TERMINATION

- A. Either pParty may terminate this Agreement in whole or in part, in its sole discretion, without penalty or cause, upon at least fifty (50) days advance written notice to the other party.
- 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 Agreement.

VII. INSURANCE

- A. During the term of this Agreement, Contractor shall at all times maintain, at its expense, the following coverages and requirements:

EXHIBIT D – GENERAL TERMS AND CONDITIONS

1. *Minimum Scope of Insurance* – Coverage shall be at least as broad as the latest version of the following:
 - a. **Commercial General Liability:** Insurance Services Office form CG 000. The policy shall not contain any exclusions contrary to the Agreement, including but not limited to endorsements or provisions limiting coverage for 1) Contractual liability such as ISO CG 24 26 or 21 29; or 2) cross liability or suits by one insured against another.
 - b. **Automobile Liability:** Insurance Services Office form CA 00 01, code 1- Any Auto or including Hired and Non-Owned vehicles.
 - c. **Workers' Compensation and Employers' Liability:** Workers' Compensation insurance as required by the State of California and Employers' Liability.
 - d. **Professional Liability (Errors and Omissions)** (If applicable, see below)
2. *Minimum Limits (as applicable)* – Insurance coverage shall be with limits not less than the following:
 - a. **Commercial General Liability** – \$2,000,000/occurrence and \$4,000,000 annual aggregate or an aggregate of \$2,000,000 that applies separately to this project.
 - b. **Automobile Liability** – \$1,000,000 per accident for bodily injury and property damage
 - c. **Professional Liability/Malpractice/Errors and Omissions** –\$2,000,000 per claim and annual aggregate (If any engineer, architect, attorney, accountant, medical professional, psychologist, other licensed professional, or other professional contractor (such as computer and software designer) performs work under this Agreement the Contractor must provide this insurance. If not, then this requirement automatically does not apply).
 - d. **Workers' Compensation** – Statutory Limits/Employers' Liability - \$1,000,000/accident for bodily injury or disease (If no employees, this requirement automatically does not apply.)

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 the minimum coverage and limits specified in this Agreement;

3. *Other Insurance Provisions*
 - a. **Additional Insured Status** – County, its officers, agents, employees and volunteers shall be named as additional insured on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of Contractor by its authorized subcontractor including, materials, parts, or equipment furnished in connection with such work or operations. Coverage can be provided in the form of a blanket endorsement to the Contractor's insurance (at least as broad as CG 20 10 11 85 or if not available, through the addition of both CG 20 37 and one of the following: CG 20 10, CG 20 26, or CG 20 33). [NOTE: Evidence of additional insured is needed as a separate endorsement or comparable policy language due to wording on the certificate negating any additional coverage listed writing in the description box.]
 - b. **Primary Coverage** – Contractor's policy shall be "primary and non-contributory" and will not seek contribution from County's insurance or self-insurance for claims caused by the sole negligence of Contractor.
 - c. **Notice of Cancellation** – The Contractor shall provide that coverage shall not be cancelled, except with notice to County.

EXHIBIT D – GENERAL TERMS AND CONDITIONS

- d. Waiver of Subrogation** – Contractor hereby grants to County a waiver of any right to subrogation which any insurer of said Contractors may acquire against County by virtue of the payment or any loss under such insurance. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not County has received a waiver of subrogation endorsement from the insurer.
4. 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 noncontributory basis for the benefit of County (if agreed to in a written contract or agreement) before County’s own Insurance or self-insurance shall be called upon to protect it as a named insured.
 5. Said 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 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 and does not maintain the original retroactive date prior to receipt of any payments due.
 6. Contractor shall declare all aggregate limits on the coverage before commencing performance of this Agreement.
 7. Any deductibles or self-insured retentions must be declared. All self-insured retentions (SIR) must be disclosed to Risk Management.
 8. 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.
 9. The policies shall cover all activities of Contractor, its officers, employees, agents and volunteers arising out of or in connection with this Agreement.
 10. For any claims caused by the Contractor’s sole negligence, Contractor's insurance coverage shall be primary, including as respects County, its officers, agents, employees and volunteers. Any insurance maintained by County shall apply in excess of, and not contribute with, insurance provided by Contractor's liability insurance policy.
- B.** Prior to commencing services pursuant to this Agreement, Contractor shall furnish County with original certificates of insurance and blanket 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 County Risk Manager before work commences.
- C.** During the term of this Agreement, Contractor shall furnish County with blanket endorsements reflecting renewals, changes in insurance companies and certificates of insurance 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.
- D.** 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 County in the same manner and to the same extent as Contractor is bound to County under the Agreement Documents. Subcontractor further agrees to include these same provisions with any Sub-subcontractor. A copy of the Owner Contract Document Indemnity and Insurance provisions

EXHIBIT D – GENERAL TERMS AND CONDITIONS

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 County.

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

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 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 thirty (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 thirty (30) days after notification, or if the default requires more than thirty (30) days to cure and Contractor fails to commence to cure the default within thirty (30) days after notification, then Contractor's failure shall 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 exercise all of the care and judgment consistent with good practices in the performance of the services required by this Agreement.

- B.** With the exception that this Section shall in no event be construed to require indemnification by Contractor to a greater extent than permitted under the laws or public policy of the State of California, Contractor shall indemnify, defend and hold harmless the County of Yolo and its officers, agents,

EXHIBIT D – GENERAL TERMS AND CONDITIONS

employees and volunteers from and against any and all claims, damages, demands, losses, defense costs, expenses (including attorneys' 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 the contractor, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder. Contractor and/or any 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. In providing any defense under this Section, Contractor shall utilize counsel approved by the Office of the County Counsel in its reasonable discretion.

C. Any subcontractor must agree to be bound to the County of Yolo in the same manner and to the same extent as Contractor is bound to the County of Yolo under this Agreement. Any subcontractors must further agree 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.

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-

EXHIBIT D – GENERAL TERMS AND CONDITIONS

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 County.
4. Be liable for repayment of any disallowed costs identified through quarterly reports, audits, monitoring or other sources.
5. Retain financial, programmatic, client data and other service records for three (3) years from the date of the end of the contract award or for three (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 Part 200, as currently enacted or as may be amended throughout the term of this Agreement.

XV. CONFIDENTIALITY

Contractor shall comply with, and require its officers, agents, employees, participants, and volunteers to comply with:

- A.** all applicable laws and regulations regarding the confidentiality of patient information, including but not limited to California Welfare and Institutions Code sections 5328 et. seq., 10850, and 14100 et. seq., 42 U.S.C. section 1320d, the Health Insurance Portability and Accountability Act of 1996 (HIPAA), the HIPAA Omnibus Rule, 45 CFR Parts 160 and 164, and its implementing regulations, and the Federal Confidentiality of Substance Abuse Disorder Patient Records laws and regulations, Title 42 of the United States Code section 290dd-2 and 42 CFR Part 2;
- B.** the privacy and security requirements of Exhibit C-2 attached hereto; and
- C.** any additional regulations pertaining to confidentiality that the Federal, State or the County shall so specify that do not conflict with State or Federal regulations.

EXHIBIT D – GENERAL TERMS AND CONDITIONS

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 Agreement 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 thirty (30) calendar days prior to any destruction of these records following the four years, Contractor shall notify County. Upon such notification, County shall either agree to the destruction or authorize the records to be forwarded to County for further retention.

XXI. NONDISCRIMINATION

A. In rendering services under this Agreement, 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.

EXHIBIT D – GENERAL TERMS AND CONDITIONS

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 Agreement are deemed to be personal services.

B. Contractor shall not subcontract any work under this Agreement nor assign this Agreement or monies due without the prior written consent of County’s Agreement 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 Agreement 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 Agreement.

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 ten (10) days of the start of the delay.

XXIV. OWNERSHIP OF DOCUMENTS

A. All professional and technical documents and information developed under this Agreement, 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 Agreement. 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 Agreement 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. All notices shall be deemed to have been given when made in writing and delivered or mailed to the respective representatives of County and Contractor at their respective addresses as follows:

Contractor:	County:
California Forensic Medical Group-WellPath	Yolo County Health and Human Services Agency
3340 Perimeter Hill Drive	137 N. Cottonwood Street
Nashville, TN 37211	Woodland, CA 95695
Dr. Grady Judson Buzzel, President	Nolan Sullivan, Director

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:	County:
dkinton@wellpath.us	Contracts Unit: HHSAContracts@YoloCounty.org

EXHIBIT D – GENERAL TERMS AND CONDITIONS

Contract Administrator: Brian.Vaughn@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.

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 Agreement. Contractor waives all rights to notice of non-renewal of Contractor's services.

XXVII. COUNTY'S OBLIGATION SUBJECT TO AVAILABILITY OF FUNDS

A. County's obligation under this Agreement is subject to the availability of authorized funds. County may terminate the Agreement, or any part of the Agreement work, without prejudice to any right or remedy of 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 Agreement, or any subsequent amendment, County may, upon written Notice to the Contractor, terminate this Agreement in whole or in part.

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

1. County will be liable only for payment in accordance with the terms of this Agreement 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 Agreement that are affected by the termination.

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

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

1. Cancel this Agreement; or,
2. Offer a contract amendment reflecting the reduced funding.

XXVIII. OPTION YEAR AND AMENDMENT AUTHORITY

A. Director's Authority: The Director may exercise the option year(s) and execute related option notices in conformance with the conditions of Section 2. of this Agreement.

B. Procurement Manager's Authority: The Yolo County Procurement Manager ("Procurement Manager") may approve and execute amendments regarding allocation of funds between categories of services, scope of services, billing rates, and other contract language changes set forth elsewhere in this Agreement provided the modifications are generally consistent with the original approved

EXHIBIT D – GENERAL TERMS AND CONDITIONS

scope of the contract. This authority includes the ability to approve and execute amendments to increase to the maximum payment obligation, provided the increase is within the Procurement Manager’s Authority, as prescribed in the then current Yolo County Procurement Policy.

- C. Yolo County Board of Supervisors’ Authority: All other authority to approve and execute amendments or exercise option year(s) related to this Agreement is reserved by the Yolo County Board of Supervisors.

XXIX. CHOICE OF LAW

The Parties have executed and delivered this Agreement in the County of Yolo, State of California. The laws of the State of California shall govern the validity, enforceability or interpretation of this Agreement. 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. 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 Agreement, 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 Agreement. For breach or violation of this warranty, County shall have the right to annul this Agreement without liability, or in its discretion to deduct from the Agreement price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift or contingent fee.

XXXI. WAIVER

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

XXXII. CONFLICTS IN THE AGREEMENT DOCUMENTS

The Agreement documents are intended to be complementary and interpreted in harmony so as to avoid conflict. In the event of conflict in the Agreement 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.

XXXIII. 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 U.S.C. section 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 Agreement and Contractor must immediately notify County of any change in the status of the representation and warranty set forth in this section.

C. If services pursuant to this Agreement involve healthcare programs, Contractor agrees to provide

EXHIBIT D – GENERAL TERMS AND CONDITIONS

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.

XXXIV. 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.

XXXV. ENTIRE AGREEMENT

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.

DRAFT

EXHIBIT E – PERFORMANCE MEASURES

Medication Assisted Treatment (MAT)		CFMG	Dr. Grady Judson Bazzel
Program Purpose	The Medication Assisted Treatment (MAT) expansion project is to expand the availability of MAT treatment for in-custody client that are in need of referrals, counseling, education tools, discharge planning and linkage to behavioral health treatment when discharged.		
Program Information	Contractor will utilize a variety of staff to provide screenings, referrals, ongoing medication and counseling services, and ensure a warm hand-off for post-custody release services. This program is aimed at initiating or continuing MAT treatment for those in custody.		
PM1: How much did we do?			
1.1	# of unduplicated clients provided in custody services (education, counseling, medication dosing, connection to reentry team)		
PM2: How well did we do it?			
2.1	% of referrals who enrolled in the program.		
PM3: Is anyone better off?			
3.1	# and % of enrolled clients who successfully linked to substance use services post-custody release.		

Performance Measures Reports are due Quarterly as follow:

- Submit October 31st for the period of July 1st through September 30th
- Submit January 31st for the period of October 1st through December 31st
- Submit April 30th for the period of January 1st through March 30th
- Submit July 31st for the period of April 1st through June 30th

Contractor shall submit the Performance Measures report electronically via email to:

Brian.Vaughn@yolocounty.org and Helen.Ng@yolocounty.org