

**AGREEMENT**

THIS AGREEMENT ("Agreement") is made and entered into this 3rd day of April, 2018, by and between the COUNTY OF FRESNO, a Political Subdivision of the State of California, hereinafter referred to as "COUNTY" or "County", and California Forensic Medical Group, a California for-profit corporation, whose address is 2511 Garden Road, Suite A160, Monterey, CA 93940, hereinafter referred to as "CONTRACTOR".

**WITNESSETH:**

WHEREAS, COUNTY is required under Title 15 of the California Code of Regulations to provide necessary medical and behavioral health care to incarcerated youth;

WHEREAS, COUNTY, through its Department of Public Health ("DPH"), has a need for a qualified correctional health care organization to provide medical and behavioral health care services to the youth detained in COUNTY Probation Department ("PROBATION") Juvenile Justice Campus ("JJC"); and

WHEREAS, on July 13, 2017, COUNTY's Board of Supervisors decided for COUNTY to prepare and issue a Request for Proposal ("RFP") for comprehensive medical and behavioral health care services for adult inmates and youth detained in the COUNTY's Detention Facilities to initiate a competitive bidding process;

WHEREAS, on August 18, 2017, COUNTY, through its PROBATION- and DPH, issued RFP No. 18-006, soliciting proposals for the provision of comprehensive medical and behavioral health care services to COUNTY's JJC;

WHEREAS, on October 9, 2017, COUNTY, through its PROBATION and DPH, issued Addendum One (1) to RFP No. 18-006;

WHEREAS, on November 9, 2017, CONTRACTOR submitted a response to COUNTY's RFP No. 18-006 (CONTRACTOR's Response");

WHEREAS, CONTRACTOR, represents that it has the necessary training, experience, expertise, competency and skilled personnel with the proper licensure, certification, education and work experience for the provision of medical and behavioral health care services within California youth detention facilities; and

1 WHEREAS, CONTRACTOR, is willing and qualified to provide such services, pursuant to the  
2 terms and conditions of this Agreement.

3 NOW, THEREFORE, in consideration of the mutual covenants, terms and conditions herein  
4 contained, the parties hereto agree as follows:

5 I. OBLIGATIONS OF THE CONTRACTOR

6 A. Commencing at 12:01 AM on the 1<sup>st</sup> day of July, 2018:

7 1. CONTRACTOR shall perform all services and fulfill all responsibilities as  
8 identified in Section II of COUNTY's RFP No. 18-006 dated August 18, 2017, including Addendum No. One  
9 (1) to RFP No. 18-006, dated October 9, 2017, regarding youth detained at JJC (collectively, "COUNTY's  
10 RFP"), and CONTRACTOR's Response, all incorporated herein by reference and made part of the  
11 Agreement.

12 2. CONTRACTOR shall perform all services and fulfill all responsibilities as  
13 identified in Exhibit A, "Comprehensive Medical and Behavioral Health Care Services for Youth" attached  
14 hereto and incorporated by this reference herein.

15 a) CONTRACTOR shall be responsible for the medical and behavioral  
16 health care services provided on-site (any service provided within the JJC) and off-site (any service  
17 provided outside of the JJC) to the detained youth at the JJC ("Detained Youth"), as defined in this  
18 Agreement and the exhibits thereto.

19 b) CONTRACTOR will not be responsible for any hospital inpatient  
20 healthcare costs. Hospital Inpatient healthcare costs or inpatient services shall only mean the costs for any  
21 medical care during an admission to a general acute care hospital or acute psychiatric hospital.  
22 CONTRACTOR will work with the COUNTY or the COUNTY's designee to facilitate the enrollment of  
23 eligible Detained Youth under the State of California's Medi-Cal County Inmate Program (MCIP). To the  
24 extent the Detained Youth are determined to be ineligible for the MCIP program, CONTRACTOR will  
25 initially pay for inpatient services but will bill the COUNTY for reimbursement of such costs.

26 c) CONTRACTOR shall provide all services in compliance with all  
27 applicable laws and regulations including, but not limited to, Title 15 of the California Code of Regulations  
28 Minimum Standards for Local Detention Facilities, California Welfare & Institutions Code Section 5150, et

1 seq., and 5600.4, California Penal Code Section 4011.6, and the California Education Code.

2 3. Staffing

3 a) CONTRACTOR shall, in performing all services and duties under this  
4 Agreement, provide only qualified personnel who are licensed, certified and/or registered, as necessary, to  
5 practice in the State of California, that are not debarred, excluded or suspended by any local, State or  
6 Federal regulatory agency from practicing and are acceptable to COUNTY's PROBATION, DPH Director,  
7 or Department of Behavioral Health (DBH) Director, or their respective designees. This section shall apply  
8 to all CONTRACTOR's subcontracted personnel (pursuant to Section XXV. SUBCONTRACTORS herein).

9 b) Pursuant to all terms and conditions set forth in Section XIX.  
10 LICENSES AND CERTIFICATION, herein, all licenses necessary for CONTRACTOR to render medical  
11 and behavioral health care services as provided by this Agreement shall be maintained throughout the  
12 term of this Agreement by CONTRACTOR, its staff members, and subcontractors (pursuant to Section  
13 XXV. SUBCONTRACTORS, herein), participating in this Agreement. Such failure to maintain any said  
14 license or any revocation or non-renewal of any said license will be grounds for termination of this  
15 Agreement by COUNTY.

16 c) CONTRACTOR shall provide medical, technical, and support  
17 personnel as necessary, for the rendering of medical and behavioral health care services to youth  
18 detained at COUNTY's JJC and fulfilling all duties under this Agreement.

19 4. Minimum Staffing Plan

20 CONTRACTOR shall provide a plan to COUNTY's DPH Director, or  
21 designee, for minimum staffing levels for COUNTY's JJC: 3333 E. American Avenue, Fresno, California,  
22 93725. CONTRACTOR's staffing plan shall include staffing of the following positions: a medical director,  
23 director of psychiatry, physicians, psychiatrists, mid-level practitioners, licensed behavioral health  
24 clinicians, optometrist, dentist, nurses, medical/dental/psych assistants and technicians, alcohol and drug  
25 counselors, and administrative staff. Exhibit B "Staffing Plan", attached hereto and incorporated herein by  
26 reference, includes the agreed-upon staffing levels necessary to provide all health care services required  
27 under this Agreement for a maximum of 300 Detained Youth.

28 CONTRACTOR shall maintain, at a minimum, the staff level as set forth in

1 Exhibit B. CONTRACTOR's staffing levels shall be designed to be as cost-effective as possible while still  
2 meeting COUNTY's needs, fulfilling all requirements under this Agreement and maintaining compliance  
3 with Title 15 of the California Code of Regulations. In the event the total Detained Youth population  
4 increases or decreases substantially so that changes to the staffing plan in Exhibit B are necessary, upon  
5 COUNTY's or CONTRACTOR's request, the parties shall enter negotiations in good faith to determine a  
6 mutually agreeable change to the staffing level in Exhibit B and compensation set forth in Section V.  
7 COMPENSATION, herein.

8 5. NCCHC Accreditation

9 CONTRACTOR, on behalf of COUNTY's JJC, and in collaboration with  
10 DPH, PROBATION, and DBH, shall apply for National Commission on Correctional Health Care (NCCHC),  
11 "Standards for Health Services", accreditation within six (6) months of the commencement of services  
12 under this Agreement and NCCHC accreditation shall be completed/obtained within eighteen (18) months  
13 of commencement of services on July 1, 2018 as provided for in this Agreement. Once accredited by  
14 NCCHC, CONTRACTOR shall maintain said accreditation throughout the remainder of the term of this  
15 Agreement, barring any obstruction from the physical design of the facility or for other reasons that are  
16 beyond CONTRACTOR's control, and shall be responsible for the payment of accreditation-related  
17 application, inspection, and certification fees. CONTRACTOR shall promptly supply DPH Director, DBH  
18 Director, or designees, with a hard copy (and electronic copy, if available) of subsequent updates or new  
19 publications made available of the NCCHC accreditation standard, throughout the term of this Agreement.  
20 CONTRACTOR shall remain in good standing with NCCHC throughout the term of this Agreement, barring  
21 any obstruction from the physical design of the facility or for other reasons that are beyond  
22 CONTRACTOR's control. CONTRACTOR's failure to comply with any of the terms and duties contained in  
23 this section 5. shall be grounds for County's termination of this Agreement pursuant to section IV.  
24 TERMINATION, subsection B. Breach of Contract (herein) as "A failure to comply with any term of this  
25 Agreement" or an "Improperly performed service"; in addition to the foregoing, in the event of  
26 CONTRACTOR's failure to comply with this section 5, County shall have the right to assess liquidated  
27 damages pursuant to Section VII. LIQUIDATED DAMAGES herein.

28 6. Medi-Cal Inmate Program

1 CONTRACTOR will not be responsible for any inpatient hospitalization costs.  
2 CONTRACTOR will work with the COUNTY or the COUNTY's designee to facilitate the enrollment of  
3 eligible detained youth under the State of California's Medi-Cal County Inmate Program ("MCIP"). To the  
4 extent detained youth are determined to be ineligible for the MCIP program, CONTRACTOR will initially  
5 pay for inpatient services and will bill the COUNTY for reimbursement of such costs.

6 7. Monthly Administrative Meetings

7 CONTRACTOR shall schedule, facilitate and hold monthly administrative  
8 meetings with designated COUNTY staff and/or designees to evaluate statistics, program needs, address  
9 problems/issues that may arise, and interrelationships between JJC staff, medical and behavioral health  
10 care services staff and relationships with providers of emergency, inpatient, or outpatient specialty care  
11 services.

12 CONTRACTOR shall organize a continuous quality improvement committee  
13 ("CQI committee") that shall include CONTRACTOR and COUNTY designated staff. CONTRACTOR shall  
14 schedule, facilitate and hold quarterly CQI committee meetings to identify opportunities and develop  
15 strategies for improvement in quality care provided to Detained Youth.

16 8. Behavioral Health Services

17 a) Guiding Principles of Care Delivery (COUNTY Objectives)

18 CONTRACTOR shall provide all behavioral health services, programs  
19 and practices with the vision, mission, and guiding principles of COUNTY's DBH (also known as COUNTY  
20 Objectives or objectives) as further described in Exhibit F, "Fresno County Department of Behavioral Health  
21 Guiding Principles of Care Delivery", attached hereto and incorporated herein by reference.

22 b) California Department of Health Care Services

23 CONTRACTOR shall also provide all behavioral health services in  
24 accordance with the California Department of Health Care Services requirements as imposed on COUNTY  
25 and all its subcontractors as included herein in Section XXV, SUBCONTRACTORS, and Exhibit G "Fresno  
26 County Behavioral Health Mental Health Requirements", attached hereto and incorporated herein by  
27 reference.

28 c) Linkage to Care

Upon discharge of a detained youth with serious mental illness (SMI) diagnosis from incarceration, CONTRACTOR shall link said individuals with outside service providers, such as COUNTY's DBH Children's Division, as indicated in Exhibit A.

d) Second-Generation Long-Acting Injectable Anti-Psychotic Medications

CONTRACTOR's pharmacy subcontractor shall have available second-generation long-acting injectable anti-psychotic medications ("Second Gen LAI") for use within the JJC by CONTRACTOR, at no cost to COUNTY. Said contract shall be solely CONTRACTOR's responsibility and COUNTY shall bear no responsibility whatsoever for said contract.

CONTRACTOR's psychiatrists will maintain sole responsibility for prescribing said Second Gen LAI medications, as clinically indicated. CONTRACTOR shall bridge medication, as indicated in Exhibit A, for individuals who enter the facility on such prescribed Second Gen LAI medications. Specifically, CONTRACTOR shall verify prescription medications and CONTRACTOR's psychiatrists shall prescribe the same medication to maintain individuals on a stable dosage, if clinically appropriate. Within seven (7) days of bridging medications, said individuals shall receive a face-to-face evaluation by CONTRACTOR's psychiatrists who may then choose to continue said prescription or change prescription, as clinically appropriate. At any time during incarceration, CONTRACTOR's psychiatrists may initiate the use of Second Gen LAI medications, as clinically indicated.

CONTRACTOR shall ensure its subcontracted pharmacy will coordinate for delivery of said Second Gen LAI medications to JJC. As described herein, CONTRACTOR will be solely responsible for the cost of said Second Gen LAI medication utilized by CONTRACTOR.

## 9. Minimize Transportation Needs

CONTRACTOR shall minimize the transportation of Detained Youth for off-site health care treatment/services with the objective of reducing outpatient health care costs. However, as necessary, CONTRACTOR shall arrange for emergency and non-emergency transportation of COUNTY's Detained Youth. CONTRACTOR shall coordinate between PROBATION, and COUNTY's contracted emergency medical services ambulance provider for any medical emergency that may arise. CONTRACTOR shall immediately notify the COUNTY Watch Commander on staff at the JJC, as applicable, when a health care emergency or a critical illness beyond CONTRACTOR's on-site capabilities

1 has occurred. CONTRACTOR shall also notify the COUNTY Watch Commander if transportation is  
2 needed for any of the services listed in Exhibit A. COUNTY will be responsible for the costs of  
3 transportation, as described in Section II, OBLIGATIONS OF COUNTY, E. Transportation of Detained  
4 Youth, herein.

5 10. Detained Youth Death Notification

6 CONTRACTOR shall immediately notify PROBATION, COUNTY's DBH  
7 Director, DPH Director and COUNTY's Health Officer of a Detained Youth death, but in any case such  
8 notification shall be no later than 8:00 am the morning following the Detained Youth's death.  
9 CONTRACTOR shall provide to the aforementioned persons/departments, information including time of  
10 death and situation surrounding said death, regarding the death no later than 48 hours following the  
11 Detained Youth's death.

12 11. Elective Medical Care

13 CONTRACTOR shall not be responsible for any Detained Youth's elective  
14 medical care. Elective medical care is defined as medical care, which, if not provided would not, in the  
15 reasonable medical opinion of CONTRACTOR's Medical Director, cause the youth's health to deteriorate or  
16 cause definite harm to the youth's well-being. Examples of such elective medical care may include, but are  
17 not limited to: breast reduction, gastric bypass, facelift, or gender reassignment surgery.

18 12. Janitorial Service

19 CONTRACTOR shall be responsible for providing its own janitorial services  
20 for all designated work areas utilized by CONTRACTOR's staff at the JJC.

21 13. Medical/Dental Equipment

22 CONTRACTOR, at its own cost, shall be responsible for the repair,  
23 maintenance, housekeeping, and replacement (if necessary) of all COUNTY provided and/or owned  
24 medical and dental equipment. In the event the CONTRACTOR determines additional medical and dental  
25 equipment is necessary, CONTRACTOR shall be responsible for the full cost of such items.  
26 CONTRACTOR shall reimburse COUNTY for all losses and damages resulting from the negligent or  
27 careless use of COUNTY provided and/or owned medical and dental equipment or other COUNTY property  
28 or facilities by CONTRACTOR's personnel.

1                   B.     Commencing upon the effective date of this Agreement:

2                   1.     CONTRACTOR acknowledges that COUNTY's JJC is operated as no  
3 hostage facility; therefore, all services provided in COUNTY's JJC shall be performed in accordance with  
4 Exhibit C "No Hostage Facility", attached hereto and incorporated herein by this reference.

5                   2.     CONTRACTOR's employees and subcontractors working within COUNTY's  
6 JJC will be required to pass a background investigation by COUNTY's PROBATION. CONTRACTOR's  
7 staff must obtain mandatory security clearance from PROBATION, as applicable, prior to commencing work.  
8 CONTRACTOR shall advise PROBATION, as applicable, at a minimum of three (3) weeks in advance of  
9 placement of a new employee to provide adequate time for the background check process. CONTRACTOR  
10 will be responsible for all costs to obtain security clearances for all of CONTRACTOR's prospective  
11 employees/staff within COUNTY's JJC. CONTRACTOR shall also provide adequate time for  
12 employees/staff to attend facility orientation and training by PROBATION, as applicable.

13                  3.     COUNTY maintains the right to veto the use or employment of any of  
14 CONTRACTOR's employees/staff on-site at JJC provided by CONTRACTOR or any subcontractor under  
15 the direction of CONTRACTOR. CONTRACTOR shall also remove any of CONTRACTOR's  
16 employees/staff on-site at the JJC and replace said employee/staff in a timely manner when requested,  
17 without limitation by DPH, DBH, or PROBATION. Applications for access to COUNTY's JJC is attached  
18 hereto as Exhibit D "Application for Facility Access" and incorporated herein by this reference.

19                  4.     CONTRACTOR shall observe all applicable PROBATION policies and  
20 procedures concerning the operation of the JJC facility. CONTRACTOR's staff shall sign acknowledgments  
21 of certain PROBATION policies and procedures, as applicable and upon request. CONTRACTOR shall also  
22 observe all DPH and DBH policies and procedures, as applicable. CONTRACTOR's personnel shall abide  
23 by the security regulations of the JJC facility. CONTRACTOR must inform its employees and  
24 subcontractors of all such regulations.

25                  5.     COUNTY's DPH Director, or designee, has provided to CONTRACTOR a site  
26 map with floor plans identifying the designated health care areas within COUNTY's JJC to be occupied by  
27 CONTRACTOR for CONTRACTOR's use in performing all services and duties under this Agreement.  
28 CONTRACTOR acknowledges that the designated health care areas are confidential and shall maintain the



1 confidentiality of those areas and the provided site map. As detailed in Section II, OBLIGATIONS OF  
2 CONTRACTOR, A. Office Space, Equipment, and Inventory, herein, COUNTY shall provide to  
3 CONTRACTOR in an "as-is" condition office and clinic space, furniture, fixtures, facilities, medical and dental  
4 equipment, telephones and other consumable and incidental medical and office supplies within the  
5 designated health care areas in COUNTY's JJC to utilize during the term of this Agreement.

6 a) CONTRACTOR shall utilize all COUNTY office and clinic space,  
7 furniture, fixtures, facilities, medical and dental equipment, and telephones within the designated health care  
8 areas in COUNTY's JJC Facility in a careful and proper customary manner.

9 b) CONTRACTOR shall not utilize COUNTY office and clinic space,  
10 furniture, fixtures, facilities, medical and dental equipment, and telephones within the designated health care  
11 areas: (a) in any manner that violates state or federal law; and (b) for any purpose other than in the  
12 performance of its obligations under this Agreement. CONTRACTOR's licensed and qualified staff are  
13 permitted to utilize COUNTY medical and dental equipment to which they are qualified to utilize.

14 c) CONTRACTOR, at its own cost, shall be responsible for the repair,  
15 maintenance, housekeeping, and replacement (if necessary) of all COUNTY furniture, fixtures, and office  
16 equipment. In the event the CONTRACTOR determines additional furniture, fixtures, and/or office  
17 equipment is necessary, CONTRACTOR shall be responsible for the full cost of such items.  
18 CONTRACTOR shall reimburse COUNTY for all losses resulting from the negligent or careless use of  
19 COUNTY furniture, fixtures, and office equipment or other COUNTY property or facilities by  
20 CONTRACTOR's personnel.

21 d) CONTRACTOR shall not make any installations, alterations,  
22 replacements or improvements of any kind to COUNTY furniture, fixtures, facilities, and/or medical and  
23 dental equipment without obtaining COUNTY's prior written consent. CONTRACTOR shall not remove  
24 COUNTY furniture, fixtures, medical and dental equipment, or telephones from its location in COUNTY's  
25 JJC. CONTRACTOR shall notify COUNTY anytime COUNTY furniture, fixtures, and/or medical, dental and  
26 office equipment is no longer needed to request item removal, disposal or surplus.

27 e) At all times during the term of this Agreement and thereafter,  
28 COUNTY shall be the sole owner of all furniture, fixtures, medical and dental equipment, and telephones

1 contained within COUNTY JJC Facility, with the exception of additional (not replacement) furniture, fixtures,  
2 medical and dental equipment, and telephones that CONTRACTOR purchases for on-site uses during the  
3 term of this Agreement. Notwithstanding the foregoing, upon contract termination/expiration, the COUNTY  
4 reserves the right to purchase any equipment purchased by CONTRACTOR for on-site uses. The purchase  
5 price shall be negotiated at such time that COUNTY requests to purchase CONTRACTOR's equipment.  
6 CONTRACTOR shall not pledge, encumber, create a security interest in or permit a lien to be attached to  
7 any of COUNTY's furniture, fixtures, facilities, and/or medical and dental equipment.

8 f) At the termination of this Agreement, CONTRACTOR will return all  
9 COUNTY furniture, fixtures, medical and dental equipment, and telephones to COUNTY in working order,  
10 with the exception of reasonable wear and tear. If any of COUNTY's furniture, fixtures medical and dental  
11 equipment, and/or telephones require replacement or repair, CONTRACTOR shall, at CONTRACTOR's  
12 expense, replace with the same or comparable item or repair the item to working order.

13 g) In regards to the assets described in Section II, OBLIGATIONS OF  
14 COUNTY, A. Office Space, Equipment and Inventory, 3. Fixed Assets, and Exhibit E "Office &  
15 Medical/Dental Equipment" herein, CONTRACTOR agrees to the following:

16 (i) To maintain all assets in good working order and condition,  
17 normal wear and tear excepted; and

18 (ii) To label all assets, to perform periodic inventories as required  
19 by COUNTY and to maintain an inventory list showing where and how the fixed asset is being used, in  
20 accordance with procedures developed by COUNTY. All such lists shall be submitted to COUNTY within  
21 ten (10) calendar days of any requests therefore.

22 (iii) To report in writing to COUNTY immediately after discovery,  
23 the loss or theft of any asset. For stolen items, the local law enforcement agency must be contacted and a  
24 copy of the loss report submitted to COUNTY, within ten (10) calendar days of such report.

25 (iv) To maintain a policy of insurance for all risk personal property  
26 coverage that shall be endorsed naming the COUNTY as an additional loss payee.

27 6. CONTRACTOR shall ensure that the management and operational  
28 responsibilities for medical and behavioral health care services are transitioned as seamlessly as possible

1 from previous contracted provider's management, to ensure continuity of care and minimal disruption to  
2 services provided. CONTRACTOR shall work with COUNTY to develop a transition plan and timeline as  
3 identified in CONTRACTOR's Response. It is understood by the parties that CONTRACTOR shall have  
4 completed a "data migration" of the previous contractor's collected data to CONTRACTOR prior to July 1,  
5 2018 such that CONTRACTOR shall have in its data/records system all Detained Youth medical  
6 records/history/medication records from previous contractor no later than July 1, 2018. CONTRACTOR  
7 acknowledges that the expectation and objective is that all such records/history shall be 100% migrated,  
8 accurate and ready for use by CONTRACTOR on July 1, 2018. Notwithstanding the foregoing,  
9 CONTRACTOR shall not be responsible for delays in the aforementioned transition plan/duties due to the  
10 previous COUNTY-contracted provider's failure to promptly cooperate with CONTRACTOR.

11 7. CONTRACTOR shall respond to and process all medical record requests and  
12 subpoenas for records whether or not the Release of Information is directly addressed to COUNTY and/or  
13 CONTRACTOR, so long as the Release of Information is otherwise lawful. CONTRACTOR shall provide a  
14 quarterly report of all records released.

15 II. OBLIGATIONS OF THE COUNTY

16 A. Office Space, Equipment and Inventory

17 1. Office/Clinic Space & Equipment

18 a) COUNTY shall provide to CONTRACTOR in an "as-is" condition office  
19 and clinic space, furniture, fixtures, facilities, medical and dental equipment and other consumable and  
20 incidental medical and office supplies within the designated health care areas in COUNTY's JJC to utilize  
21 during the term of this Agreement. Such County-provided office furniture, medical and dental equipment,  
22 and other inventoriable assets available for CONTRACTOR's use, are listed in Exhibit E attached hereto  
23 and incorporated herein by reference.

24 b) COUNTY shall provide CONTRACTOR with accessibility to  
25 COUNTY's computer network, as appropriate via Virtual Private Network (VPN), Virtual Desktop  
26 Infrastructure (VDI), or other mutually agreed upon secure connection, and COUNTY will coordinate with  
27 CONTRACTOR, as needed, to maintain CONTRACTOR's cloud infrastructure's ability to operate and  
28 interface effectively with COUNTY's existing computer equipment and network. COUNTY shall not be

1 responsible for any damage whatsoever, including but not limited to, claims and losses suffered by  
2 CONTRACTOR, to CONTRACTOR's cloud infrastructure or external network resulting from COUNTY  
3 providing CONTRACTOR with access to COUNTY'S computer network.

4 COUNTY shall maintain responsibility for CONTRACTOR's costs for  
5 intranet line charges and intranet logon charges, as COUNTY provides services.

6 c) COUNTY shall provide only the equipment presently on-site as well  
7 as any other equipment that COUNTY chooses to purchase and retain ownership of.

8 d) COUNTY shall provide CONTRACTOR with space to store physical  
9 medical and behavioral health care records, as necessary, of youth at JJC.

10 e) COUNTY shall pay for all building maintenance fees for the work  
11 areas utilized by CONTRACTOR within JJC. However, as indicated hereinabove, COUNTY will not be  
12 responsible to provide the janitorial services for the designated work areas utilized by CONTRACTOR as  
13 indicated in Section I, OBLIGATIONS OF CONTRACTOR, A. Commencing at 12:01 AM on the 1<sup>st</sup> day of  
14 July, 2018, herein.

15 f) The parties to this Agreement agree that no provision in this  
16 Agreement, including without limitation all attached and incorporated documents, is intended to create a  
17 possessory interest for CONTRACTOR in any property, building, facility and/or equipment owned or  
18 possessed by COUNTY. Furthermore, no provision herein shall be interpreted as providing  
19 CONTRACTOR a lease, license or possessory interest of any kind whatsoever in any property, building,  
20 facility and/or equipment owned or possessed by COUNTY.

21 2. Consumable and Incidental Supplies

22 COUNTY shall allow CONTRACTOR to use all consumable and incidental  
23 medical, dental and office supplies remaining within COUNTY's JJC upon commencement of services  
24 identified in Exhibit A. At such time as this Agreement ends, CONTRACTOR shall leave all existing  
25 consumable and incidental medical, dental, and office supplies within COUNTY JJC for impending use by  
26 COUNTY. Such examples of consumable and incidental medical, dental and office supplies include, but are  
27 not limited to, the following : syringes, latex gloves, bandages, gauze, cotton balls, paper, folders,  
28 envelopes, tape dispensers, trash cans, ink/toner cartridges, blood pressure cuffs, stethoscopes, etc.

1                               3.     Fixed Assets

2                               All existing COUNTY equipment and/or additional equipment purchased by  
3 CONTRACTOR at a cost of Five Thousand and No/100 Dollars (\$5,000.00) or over, including sales tax,  
4 shall be identified as fixed assets and will be marked with an assigned COUNTY Inventory Number (typically  
5 a FR# or a GR#). Such fixed assets are identified in Exhibit E. These fixed assets shall be retained by  
6 COUNTY, as COUNTY property, in the event this Agreement is terminated or upon the expiration of this  
7 Agreement. CONTRACTOR agrees to participate in an annual inventory of all COUNTY fixed assets and  
8 shall be physically present when fixed assets are returned to COUNTY possession at the termination or  
9 expiration of this Agreement. CONTRACTOR will be responsible for returning to COUNTY all COUNTY-  
10 owned fixed assets, or the fair market value of said fixed assets if unable to produce the fixed assets at the  
11 expiration or termination of this Agreement, barring any reasons that are beyond CONTRACTOR's control.

12                               4.     Inventoriable Assets

13                               Said equipment listed hereinabove in Section II, OBLIGATIONS OF  
14 COUNTY, A. Office Space, Equipment and Inventory, and other property to be provided by the COUNTY,  
15 shall be inventoried at the beginning and at the end of the contract term by DPH Director, or designee, and  
16 CONTRACTOR's representative. Both parties shall participate in such inventory and sign an  
17 acknowledgment of the final inventory result. All COUNTY's equipment is required to be inventoried  
18 annually by COUNTY staff. CONTRACTOR shall participate and make designated work areas available to  
19 COUNTY staff for said inventory purposes.

20                               5.     COUNTY Telephone System

21                               COUNTY shall allow CONTRACTOR to utilize COUNTY's existing  
22 telephones and telephone system. COUNTY currently has twenty-nine (29) telephones within the JJC  
23 facility for CONTRACTOR's use. COUNTY shall be responsible for CONTRACTOR's telephone costs  
24 (including utilization and hardware) up to Ten Thousand and No/100 Dollars (\$10,000.00) annually  
25 throughout the term of this Agreement. Any additional costs above the Ten Thousand and No/100 Dollars  
26 (\$10,000.00) will be the responsibility of CONTRACTOR. CONTRACTOR will be invoiced for the additional  
27 costs identified after each one-year period of this Agreement, pursuant to the terms identified in Section VI.  
28 INVOICING, herein.

1                   B.     Security

2                   COUNTY shall be exclusively responsible to provide security for the protection of  
3 CONTRACTOR's employees and to enable CONTRACTOR to safely and adequately provide the  
4 comprehensive medical and behavioral health care services described in this Agreement, specifically  
5 Exhibits A. COUNTY shall provide all CONTRACTOR's staff with security orientation. Nothing herein  
6 should be construed to make COUNTY's deputies or employees guarantors of the safety of  
7 CONTRACTOR's employees, agents, or subcontractors. Accordingly, in the event of an unusual  
8 widespread disturbance (e.g., riot) beyond the CONTRACTOR's control that materially affects the cost to  
9 CONTRACTOR of providing health care services hereunder (and as described in Exhibit A), the parties shall  
10 meet and negotiate in good faith to determine a mutually agreeable contract modification, including, but not  
11 limited to, an adjustment to compensation set forth in Section V. COMPENSATION, herein.

12                   C.     Utilities

13                   COUNTY shall be responsible for all utilities costs, including water, sewer, trash  
14 disposal, and gas and electricity.

15                   D.     Average Daily Population

16                   COUNTY shall record the average daily population of detained youth (ADP) for  
17 COUNTY's JJC and shall provide this information to CONTRACTOR to identify monthly fluctuations as  
18 described in Section V, COMPENSATION, herein, no later than five (5) business days after the first (1st) of  
19 each month immediately subsequent to the calendar month for which services are rendered.

20                   E.     Transportation of Detained Youth

21                   Immediately upon CONTRACTOR's request to COUNTY to transport youth due to a  
22 medical emergency or a critical illness pursuant to Section I, OBLIGATIONS OF CONTRACTOR, A.  
23 Commencing at 12:01 AM on the 1<sup>st</sup> day of July, 2018, herein, COUNTY shall provide emergency  
24 transportation by coordinating with its then currently contracted emergency medical services ambulance  
25 provider. In addition, upon CONTRACTOR's request and when necessary, COUNTY's PROBATION shall  
26 provide non-emergency transportation of youth to medical appointments. Transportation costs, including  
27 services provided by COUNTY's currently contracted emergency medical services ambulance provider, as  
28 well as transports provided by PROBATION for non-emergency off-site appointments, will not be the

responsibility of CONTRACTOR.

F. Contract Administration

COUNTY DPH shall be responsible for contract administration, evaluation, and oversight of the daily medical and behavioral health programs and operation services provided by CONTRACTOR within JJC in close coordination with an interdisciplinary team from DPH, PROBATION, and DBH, as applicable.

III. TERM

This Agreement shall become effective upon execution. The term of this Agreement shall be for a period of three (3) years, commencing on July 1, 2018 through and including June 30, 2021, unless sooner terminated as provided herein. The parties' obligations stated herein regarding the provision of medical services shall begin upon the commencement of the term unless otherwise provided.

This Agreement may be extended for two (2) additional consecutive twelve (12) month periods upon the same terms and conditions herein set forth, and subject to the following provisions within this Section III. Each such twelve (12) month extension period shall be contingent upon the evaluation of CONTRACTOR's performance of its services under this Agreement during the then-current period of this Agreement, by PROBATION Chief, COUNTY's DPH Director and DBH Director, or their respective designees. If, upon each such evaluation, COUNTY's PROBATION Chief, DPH Director and DBH Director, or their respective designees, determine that the then-current term of this Agreement should be extended pursuant to this Section III, COUNTY's PROBATION Chief, DPH Director and DBH Director, or their designees, may provide a written notice of such extension to CONTRACTOR ninety (90) days prior to each such subsequent twelve (12) month extension period. Notwithstanding anything to the contrary in this Section III, either party determines not to extend this Agreement, as provided in this Section III, then such party shall provide written notice of non-extension of this Agreement, not later than ninety (90) days prior to the expiration of the then-current term of this Agreement.

IV. TERMINATION

A. Non-Allocation of Funds - The terms of this Agreement, and the services to be provided hereunder, are contingent on the approval of funds by the appropriating government agency. Should sufficient funds not be allocated, the services provided may be modified, or this Agreement

1 terminated, at any time by giving the CONTRACTOR thirty (30) days advance written notice.

2 B. Breach of Contract - The COUNTY may immediately suspend or terminate this  
3 Agreement in whole or in part, where in the determination of the COUNTY there is:

- 4 1. An illegal or improper use of funds;
- 5 2. A failure to comply with any term of this Agreement;
- 6 3. A substantially incorrect or incomplete report submitted to the COUNTY;
- 7 4. Improperly performed service.

8 In no event shall any payment by the COUNTY constitute a waiver by the COUNTY  
9 of any breach of this Agreement or any default, which may then exist on the part of the CONTRACTOR.  
10 Neither shall such payment impair or prejudice any remedy whatsoever, including, but not limited to,  
11 liquidated damages as provided herein, available to the COUNTY with respect to CONTRACTOR's breach  
12 or default or failure to perform according to standards, requirements and objectives provided in this  
13 Agreement. The COUNTY shall have the right to demand of the CONTRACTOR the repayment to the  
14 COUNTY of any funds disbursed to the CONTRACTOR under this Agreement, which in the judgment of the  
15 COUNTY were not expended in accordance with the terms of this Agreement. The CONTRACTOR shall  
16 promptly refund any such funds upon demand.

17 Except for the foregoing, this Agreement may be terminated by either party should  
18 the other party materially default in the performance of this Agreement for any reason other than listed  
19 above. Upon a material breach, this Agreement may be terminated following the failure of the defaulting  
20 party to remedy the breach to the satisfaction of the non-defaulting party within five (5) COUNTY business  
21 days of written notice specifying the breach. If the breach is not remedied within that five (5) COUNTY  
22 business day period, the non-defaulting party may terminate the Agreement on further written notice  
23 specifying the date of termination. If the nature of the breach is such that it cannot be cured within a five (5)  
24 COUNTY business day period, the defaulting party may, submit a written proposal within that period which  
25 sets forth a specific means to resolve the default. If the non-defaulting party consents to that proposal in  
26 writing, which consent shall not be unreasonably withheld, the defaulting party shall immediately embark on  
27 its plan to cure. If the default is not cured within the time agreed, the non-defaulting party may terminate  
28 upon written notice specifying the date of termination.



1 C. Without Cause - Under circumstances other than those set forth above, this  
2 Agreement may be terminated by either party upon the giving of ninety (90) days advance written notice of  
3 an intention to terminate to the non-terminating party. Notwithstanding the foregoing, CONTRACTOR  
4 agrees to continue providing its services under this Agreement until a successor contractor has  
5 commenced performing said services, provided COUNTY is engaging in a good faith effort to secure a  
6 successor contractor. CONTRACTOR shall meet and confer with COUNTY to assist in the transition to a  
7 successor contractor.

8 D. Dispute Resolution – if a dispute arises out of or relating to this Agreement, or the  
9 breach thereof, and if said dispute cannot be settled through negotiation, the parties agree first to try in  
10 good faith to settle the dispute by non-binding mediation before resorting to litigation or some other dispute  
11 resolution procedure, unless the parties mutually agree otherwise. The mediator shall be mutually selected  
12 by the parties, but in the case of disagreement, the mediator shall be selected by lot from among two (2)  
13 nominations provided by each party. All costs and fees required by the mediator shall be split equally by  
14 the parties; otherwise each party shall bear its own costs of mediation. If mediation fails to resolve the  
15 dispute within thirty (30) days, either party may pursue litigation to resolve the dispute.

16 E. In the event this Agreement is terminated in accordance with this Section IV,  
17 COUNTY shall only be required to compensate CONTRACTOR for services rendered prior to the effective  
18 termination date.

19 V. COMPENSATION

20 A. Compensation

21 COUNTY agrees to pay CONTRACTOR and CONTRACTOR agrees to receive  
22 compensation in accordance with "Payment Schedule" set forth in Exhibit H, attached hereto and  
23 incorporated herein by this reference, for providing the comprehensive medical and behavioral health care  
24 services identified in Exhibit A.

25 1. For the period of July 1, 2018 through June 30, 2019, the compensation paid  
26 to CONTRACTOR for actual services provided to COUNTY, identified in Exhibit A, shall not exceed Three  
27 Million, Two Hundred Ten Thousand, Nine Hundred Eighty-Four and No/100 Dollars (\$3,210,984.00).  
28 COUNTY shall pay CONTRACTOR in twelve (12) monthly payments [at one-twelfth (1/12th) of the annual

1 contract amount], not to exceed Two Hundred Sixty-Seven Thousand, Five Hundred Eighty-Two and No/100  
2 Dollars (\$267,582.00).

3                   2.       For the period of July 1, 2019 through June 30, 2020, the compensation paid  
4 to CONTRACTOR for actual services provided to COUNTY, identified in Exhibit A, shall not exceed Three  
5 Million, Three Hundred Seven Thousand, Three Hundred Fourteen and No/100 Dollars (\$3,307,314), which  
6 is an increase of three percent (3.0%) from the prior twelve (12) month period. COUNTY shall pay  
7 CONTRACTOR in twelve (12) monthly payments [at one-twelfth (1/12th) of the annual contract amount], not  
8 to exceed Two Hundred Seventy-Five Thousand, Six Hundred Nine and No/100 Dollars (\$275,609).

9                   3.       For the period of July 1, 2020 through June 30, 2021, the compensation paid  
10 to CONTRACTOR for actual services provided to COUNTY, identified in Exhibit A, shall not exceed Three  
11 Million, Four Hundred Six Thousand, Five Hundred Thirty-Three and No/100 Dollars (\$3,406,533), which is  
12 an increase of three percent (3.0%) from the prior twelve (12) month period. COUNTY shall pay  
13 CONTRACTOR in twelve (12) monthly payments [at one-twelfth (1/12th) of the annual contract amount], not  
14 to exceed Two Hundred Eighty-Three Thousand, Eight Hundred Seventy-Seven and No/100 Dollars  
15 (\$283,878).

16                   4.       If performance standards are met and this Agreement is extended for an  
17 additional one-year period pursuant to Section III, TERM herein, then for the period of July 1, 2021 through  
18 June 30, 2022, the compensation paid to CONTRACTOR for actual services provided to COUNTY,  
19 identified in Exhibit A, shall not exceed Three Million, Five Hundred Eight Thousand, Seven Hundred  
20 Twenty-Nine and No/100 Dollars (\$3,508,729), which is an increase of three percent (3.0%) from the prior  
21 twelve (12) month period. COUNTY shall pay CONTRACTOR in twelve (12) monthly payments [at one-  
22 twelfth (1/12th) of the annual contract amount], not to exceed Two Hundred Ninety-Two Thousand, Three  
23 Hundred Ninety-Four and No/100 Dollars (\$292,394).

24                   5.       If performance standards are met and this Agreement is extended for a  
25 second additional one-year period pursuant to Section III, TERM herein, then for the period of July 1, 2022  
26 through June 30, 2023, the compensation paid to CONTRACTOR for actual services provided to COUNTY,  
27 identified in Exhibit A, shall not exceed Three Million, Six Hundred Thirteen Thousand, Nine Hundred Ninety-  
28 One and No/100 Dollars (\$3,613,991), which is an increase of three percent (3.0%) from the prior twelve

1 (12) month period. COUNTY shall pay CONTRACTOR in twelve (12) monthly payments [at one-twelfth  
2 (1/12th) of the annual contract amount], not to exceed Three Hundred One Thousand, One Hundred Sixty-  
3 Six and No/100 Dollars (\$301,166).

4 B. Increases or Decreases in Detained Youth Population

5 The parties agree and acknowledge that the annual compensation is calculated  
6 based upon an average daily population (ADP) of youth between 175 and 300. If the ADP, calculated and  
7 averaged over a calendar month, rises above 300 or falls below 175, CONTRACTOR shall be compensated  
8 (whether an increase or decrease) at the ADP rate, according to the rates outlined below, herein.

9 1. For the period of July 1, 2018 through June 30, 2019, if the ADP exceeds 300  
10 youth in any given calendar month then the compensation payable to CONTRACTOR by COUNTY shall be  
11 increased by a rate of \$3.76 per day for the number of days in the identified calendar month for each youth  
12 over 300. Conversely, should the ADP decrease below 175 youth in any given calendar month,  
13 CONTRACTOR shall rebate COUNTY by a rate of \$3.76 per day for the number of days in the identified  
14 calendar month for each youth less than 175.

15 2. For the period of July 1, 2019 through June 30, 2020, if the ADP exceeds 300  
16 youth in any given calendar month then the compensation payable to CONTRACTOR by COUNTY shall be  
17 increased by a rate of \$3.76 per day for the number of days in the identified calendar month for each youth  
18 over 300. Conversely, should the ADP decrease below 175 youth in any given calendar month,  
19 CONTRACTOR shall rebate COUNTY by a rate of \$3.76 per day for the number of days in the identified  
20 calendar month for each youth less than 175.

21 3. For the period of July 1, 2020 through June 30, 2021, if the ADP exceeds 300  
22 youth in any given calendar month then the compensation payable to CONTRACTOR by COUNTY shall be  
23 increased by a rate of \$3.76 per day for the number of days in the identified calendar month for each youth  
24 over 300. Conversely, should the ADP decrease below 175 youth in any given calendar month,  
25 CONTRACTOR shall rebate COUNTY by a rate of \$3.76 per day for the number of days in the identified  
26 calendar month for each youth less than 175.

27 4. If performance standards are met and this Agreement is extended for an  
28 additional one-year period pursuant to Section III, TERM, herein, then for the period of July 1, 2021 through

June 30, 2022, if the ADP exceeds 300 youth in any given calendar month then the compensation payable to CONTRACTOR by COUNTY shall be increased by a rate of \$3.76 per day for the number of days in the identified calendar month for each youth over 300. Conversely, should the ADP decrease below 175 youth in any given calendar month, CONTRACTOR shall rebate COUNTY by a rate of \$3.76 per day for the number of days in the identified calendar month for each youth less than 175.

5. If performance standards are met and this Agreement is extended for an additional one-year period pursuant to Section III, TERM, herein, then for the period of July 1, 2022 through June 30, 2023, if the ADP exceeds 300 youth in any given calendar month then the compensation payable to CONTRACTOR by COUNTY shall be increased by a rate of \$3.76 per day for the number of days in the identified calendar month for each youth over 300. Conversely, should the ADP decrease below 175 youth in any given calendar month, CONTRACTOR shall rebate COUNTY by a rate of \$3.76 per day for the number of days in the identified calendar month for each youth less than 175.

6. The rates listed above are intended to cover additional costs in those instances where minor, short-term increases in the youth population result in the higher utilization of routine supplies and services. However, the rates are not intended to provide for any additional fixed costs (e.g., staffing positions or ancillary services costs), which might prove necessary if the youth population changes significantly and if the population change is sustained. Accordingly, if the ADP exceeds 300 or falls below 175 for a period of ninety (90) consecutive days or more, COUNTY and CONTRACTOR shall meet and negotiate in good faith regarding the impact to staffing levels as a result of such population change on this Agreement; in the event, the parties are unable to reach an agreement on staffing level and/or compensation adjustments to accommodate any such population change within a thirty (30) day period following notice by the party requesting renegotiation, then either party may terminate the Agreement with ninety (90) days advance written notice.

C. Maximum Compensation

In no event shall total compensation and any other payment for services performed under this Agreement be in excess of Nine Million, Nine Hundred Twenty-Four Thousand, Eight Hundred Thirty and No/100 Dollars (\$9,924,830) for the entire three (3) year term of this Agreement. If this Agreement is extended for an additional one (1) year term after the first three (3) years of this Agreement,

pursuant to Section III, TERM, herein, in no event shall total compensation and any other payment for services performed under this Agreement be in excess of Thirteen Million, Four Hundred Thirty-Three Thousand, Five Hundred Fifty-Nine and No/100 Dollars (\$13,433,559) for the entire four (4) year period of this Agreement. If this Agreement is extended for an additional one (1) year term after the first four (4) years of this Agreement, pursuant to Section III, TERM, herein, in no event shall total compensation and any other payment for services performed under this Agreement be in excess of Seventeen Million, Forty-Seven Thousand, Five Hundred Fifty-One and No/100 Dollars (\$17,047,551) for the entire five (5) year term of this Agreement.

It is understood that all expenses incidental to CONTRACTOR's performance of actual services under this Agreement shall be borne by CONTRACTOR.

COUNTY does not pay, and shall not be subject to, any late charges, fees or penalties of any kind. Notwithstanding the foregoing, COUNTY agrees to use best efforts to pay compensation under this Agreement in a timely manner.

D. Medi-Cal County Inmate Program

Participation in the Medi-Cal County Inmate Program (MCIP) through the California Department of Health Care Services (CDHCS) for Medi-Cal Covered Inpatient Hospitalization Services, is approved by the County on an annual basis. Medi-Cal covered inpatient hospitalization services are defined as allowable inpatient hospital care, of youth in county correctional facilities, for an expected period of 24 hours or longer provided to a patient who may be deemed Medi-Cal eligible as determined by the COUNTY Department of Social Services (DSS). COUNTY has chosen to participate in MCIP through June 2018. COUNTY has applied to CDHCS to participate in the MCIP for 2018-2019. CDHCS has not released the MCIP Agreement for 2018-2019. CONTRACTOR will assist and coordinate with designated COUNTY staff to identify detained youth requiring Medi-Cal eligibility determination.

If a detained youth's MCIP eligibility is denied the CONTRACTOR will pay for inpatient hospital services and will bill the COUNTY for reimbursement of costs; however, COUNTY will only reimburse costs for services after DSS has made a final determination that the youth is ineligible for MCIP. If CONTRACTOR pays for services before eligibility is fully determined the COUNTY will not reimburse CONTRACTOR for services paid to provider.

1                   There is no guarantee that this program will be available or will continue to be  
2 available during the term of this agreement. In the event the COUNTY does not participate in MCIP in future  
3 years, the COUNTY and CONTRACTOR agree to renegotiate inpatient hospital costs.

4                   Parties acknowledge and agree that cost of Medi-Cal Covered Inpatient  
5 Hospitalization Services are not the financial responsibility of the CONTRACTOR and is hereby specifically  
6 excluded from the scope of work within the Agreement, provided the CONTRACTOR complies in full with  
7 the provisions of the Agreement.

8                   CONTRACTOR shall manage the clinical process and adjudicate claims on behalf of  
9 the COUNTY. COUNTY retains sole responsibility for the enrollment of youth into MCIP and hereby agrees  
10 to timely application for and eligibility determination of all youth who receive Medi-Cal Covered Inpatient  
11 Hospitalization Services. It is CONTRACTOR's responsibility to promptly notify County of youth's admission  
12 as an inpatient. If the COUNTY is not notified timely, the CONTRACTOR may be responsible for the costs  
13 of inpatient services.

14                   E.     Change of Scope

15                   The compensation identified in this Agreement reflects the scope of services as  
16 outlined herein and the current community standard of care with regard to health care services. Should  
17 there be any substantial or material change in youth distribution (e.g., types of chronic care patients),  
18 standards of care (including, but not limited to, changes in HIV/AIDS therapy or Hepatitis C therapy  
19 standards or material changes to the current Title 15 requirements or NCCHC standards), or scope of  
20 services (i.e., as described in Exhibit A), that results in additional material costs to CONTRACTOR, including  
21 but not limited to, any court order, or decree, the costs related to such change or modification are not  
22 contemplated herein and shall thus be negotiated with COUNTY in good faith. If the parties are unable to  
23 reach a mutual agreement on these costs within thirty (30) days from either party's written request to meet  
24 and negotiate in good faith, either party may terminate this Agreement by providing the other party with  
25 ninety (90) days advance written notice.

26                   VI.    PHARMACY COSTS

27                   CONTRACTOR is responsible for all Detained Youth pharmacy costs capped at \$25,000  
28 per year for each individual detained youth.

1           VII.    INVOICING

2           A.     CONTRACTOR shall submit an invoice to COUNTY, by the fifteenth (15th) of each  
3 month in the month for which services will be rendered in accordance with Payment Schedule as identified  
4 in Exhibit H, including a monthly Staffing Report and Cost Report indicating the percentage of  
5 comprehensive medical and behavioral health expenses as applicable.

6                     If according to Section V. COMPENSATION, herein, there is an increase or decrease  
7 in ADP, calculated and averaged over a a quarterly time period that falls outside of the range of 175 to 300,  
8 inclusive, CONTRACTOR shall clearly identify any such increase or decrease in ADP and the applicable  
9 rate shall be applied in arrears for any such increase or decrease on said invoice.

10                    Subject to CONTRACTOR's satisfactory performance of services identified in this  
11 Agreement, COUNTY agrees to pay CONTRACTOR within forty-five (45) days after receipt and verification  
12 of CONTRACTOR's invoices. COUNTY shall verify all ADP population changes identified in  
13 CONTRACTOR's invoices prior to payment.

14                    Invoices shall be submitted to:

15                    County of Fresno, Department of Public Health  
16                    P.O. Box 11867  
17                    Fresno, CA 93775  
18                    Attention: DPH Director.

19                    Invoices shall include the amount due for compensation as identified in Exhibit H, ADP count  
20 as applicable, Staffing Report and Cost Report. The Agreement number listed at the top right corner of the  
21 page one (1) of this Agreement must appear on all invoices and correspondence relating to this Agreement.

22           VIII.   LIQUIDATED DAMAGES

23                    Liquidated damages shall be as defined and specified herein this Section VIII, and in  
24 RFP No. 18-006. Liquidated damages for delay shall not apply in force majeure circumstances or when  
25 the delay is caused by other circumstances beyond the control of the CONTRACTOR. If liquidated  
26 damages are imposed by COUNTY Chief Probation Officer and the CONTRACTOR is not in  
27 agreement, the action can be appealed to COUNTY Chief Probation Officer who shall decide such  
28 dispute within thirty (30) days prior written notice. Should the CONTRACTOR not agree with the  
decision of the COUNTY Chief Probation Officer, the CONTRACTOR may appeal such decision to the

1 COUNTY's Board of Supervisors. The Board of Supervisors shall decide the action within an additional  
2 thirty (30) days, should CONTRACTOR not agree with the decision of the Board of Supervisors, the  
3 CONTRACTOR shall have thirty (30) days to submit the decision to binding arbitration in accordance  
4 with the American Arbitration Association, Commercial Arbitrative Rule. Each party shall pay for its own  
5 costs and attorney fees for the arbitration.

6 CONTRACTOR agrees that it has carefully examined the nature of the tasks it shall  
7 perform under this Agreement and acknowledges that such tasks involve medical and behavioral health  
8 services and attendant duties/requirements that are essential to the health and welfare of incarcerated  
9 persons (inmates). CONTRACTOR further agrees that time is of the essence in CONTRACTOR's  
10 performance of its services under this Agreement. Furthermore, CONTRACTOR acknowledges that the  
11 performance of its services under this Agreement according to the standards, requirements and  
12 objectives delineated herein represent the reasonable acceptable limits of CONTRACTOR's  
13 performance; and that any failure or delay whatsoever to meet such performance standards,  
14 requirements and objectives will result in damage to COUNTY. Therefore, this Agreement provides for  
15 the payment of liquidated damages from CONTRACTOR to COUNTY for any failure by CONTRACTOR  
16 to meet the performance standards as set forth in Performance Metrics (JJC) Exhibit K (attached hereto  
17 and incorporated herein by reference), including, but not limited to failure or delay in providing or  
18 maintaining staffing levels as set forth in Exhibit B MINIMUM STAFFING LEVELS; and/or failure to  
19 actively pursue and obtain NCCHC accreditation of the correctional facility(ies) as provided herein.

20 The parties agree that such payment under this provision shall be considered as  
21 liquidated damages, and not as penalties, and that while determining the exact amount of actual  
22 damages is impractical and cannot be precisely calculated, such sums recited in this Agreement  
23 represent a reasonable endeavor by COUNTY and CONTRACTOR to estimate a fair compensation for  
24 the foreseeable damages to the COUNTY from CONTRACTOR's failure to meet performance standards  
25 and requirements as specifically set forth in this Section VIII. of the Agreement.

26 Liquidated damages will be assessed under this Agreement as follows:

27 (1) \$2,500 per day against CONTRACTOR for each separate violation of any  
28 requirement or performance standard(s) set forth in this Section VIII, excluding staffing



violations; and,

(2) for each separate violation of any staffing level requirement, CONTRACTOR shall issue reimbursement to COUNTY of fully loaded daily salary rate of any unfilled position per day of violation.

The aforementioned Liquidated Damages shall be subject to the following procedure(s):

- Contractor has 30 days to correct the violation following County's delivery of initial written notice of a violation.
- If CONTRACTOR fails to correct the violation within 30 days as provided above, COUNTY shall issue a 2<sup>nd</sup> written notice for the same violation; Contractor shall have an additional, and final, 30 days to correct the violation following County's delivery of 2<sup>nd</sup> written notice for same violation.
- If CONTRACTOR fails to correct the violation following the 2<sup>nd</sup> written notice, Liquidated Damages as indicated in (1) and/or (2) above will be assessed against Contractor beginning on day 61 following County's delivery of initial written notice to correct the violation.

If Liquidated Damages are assessed by COUNTY and CONTRACTOR is not in agreement, the assessment of Liquidated Damages can only be appealed by CONTRACTOR delivering written notice of appeal to the COUNTY Chief Probation Officer no later than 15 days following COUNTY's assessment of Liquidated Damages as provided above. COUNTY Chief Probation Officer shall decide the appeal within thirty (30) days of receiving CONTRACTOR's written notice of appeal. Should the CONTRACTOR not agree with the decision on the appeal by the COUNTY PROBATION Chief Probation Officer, the CONTRACTOR may, no later than 15 days following receipt of the decision, appeal such decision to the COUNTY's Board of Supervisors. The Board of Supervisors shall decide the action within an additional thirty (30) days, should CONTRACTOR not agree with the decision of the Board of Supervisors, the CONTRACTOR shall have thirty (30) days from the date the Board of Supervisors issues its decision to submit the decision to binding arbitration in accordance with the American Arbitration Association, Commercial Arbitrative Rule. Each party shall pay for its own costs and attorney fees for the arbitration. In the instance where there is a dispute regarding potential damage

1 amounts, the county may not withhold payment of the monthly base compensation.

2 IX. INDEPENDENT CONTRACTOR

3 In performance of the work, duties and obligations assumed by CONTRACTOR under this  
4 Agreement, it is mutually understood and agreed that CONTRACTOR, including any and all of the  
5 CONTRACTOR'S officers, agents, subcontractors/subcontractor's employees and employees will at all  
6 times be acting and performing as an independent contractor, and shall act in an independent capacity and  
7 not as an officer, agent, servant, employee, joint venturer, partner, or associate of the COUNTY.  
8 Furthermore, COUNTY shall have no right to control or supervise or direct the manner or method by which  
9 CONTRACTOR shall perform its work and function. However, COUNTY shall retain the right to administer  
10 this Agreement so as to verify that CONTRACTOR is performing its obligations in accordance with the  
11 terms and conditions thereof.

12 CONTRACTOR and COUNTY shall comply with all applicable provisions of law and the  
13 rules and regulations, if any, of governmental authorities having jurisdiction over matters the subject  
14 thereof.

15 Because of its status as an independent contractor, CONTRACTOR shall have absolutely  
16 no right to employment rights and benefits available to COUNTY employees. CONTRACTOR shall be  
17 solely liable and responsible for providing to, or on behalf of, its employees all legally-required employee  
18 benefits. In addition, CONTRACTOR shall be solely responsible and save COUNTY harmless from all  
19 matters relating to payment of CONTRACTOR'S employees and subcontractors, including compliance with  
20 Social Security withholding and all other regulations governing such matters. It is acknowledged that during  
21 the term of this Agreement, CONTRACTOR may be providing services to others unrelated to the COUNTY  
22 or to this Agreement.

23 Consistent Federal Income Tax Position.

24 CONTRACTOR acknowledges that the JJC has been acquired, constructed, or improved  
25 using net proceeds of governmental tax-exempt bonds (collectively, "Bond-Financed Facilities").  
26 CONTRACTOR agrees that, with respect to this Agreement and the Bond Financed Facilities,  
27 CONTRACTOR is not entitled to take, and shall not take, any position (also known as a "tax position") with  
28 the Internal Revenue Service ("IRS") that is inconsistent with being a "service provider" to the COUNTY, as

1 a "qualified user" with respect to the Bond-Financed Facilities, as "managed property," as all of those terms  
2 are used in Internal Revenue Service Revenue Procedure 2017-13, and to that end, CONTRACTOR  
3 agrees that CONTRACTOR shall not, in connection with any federal income tax return that it files with the  
4 IRS or any other statement or information that it provides to the IRS, (a) claim ownership, or that it is a  
5 lessee, of any portion of the Bond Financed Facilities, or (b) claim any depreciation or amortization  
6 deduction, investment tax credit, or deduction for any payment as rent with respect to the Bond-Financed  
7 Facilities.

8 X. MODIFICATION

9 Any matters of this Agreement may be modified from time to time by the written consent of  
10 all the parties without, in any way, affecting the remainder.

11 XI. NON-ASSIGNMENT

12 Unless otherwise provided in this Agreement, COUNTY is relying on the personal skill,  
13 expertise, training, and experience of CONTRACTOR and CONTRACTOR's employees and no part of this  
14 Agreement, including any right with respect to utilizing COUNTY office and clinic space, furniture, fixtures,  
15 facilities, medical and dental equipment, and telephones, may be assigned, transferred, serviced,  
16 delegated, or subcontracted by CONTRACTOR without the prior written consent of COUNTY, which shall  
17 not be unreasonably withheld, except as otherwise provided in Section XXV, SUBCONTRACTORS, herein.

18 XII. HOLD HARMLESS:

19 CONTRACTOR agrees to indemnify, save, hold harmless, and at COUNTY'S request,  
20 defend the COUNTY, its officers, agents, and employees from any and all costs and expenses, damages,  
21 liabilities, claims, and losses occurring or resulting to COUNTY in connection with the performance, or failure  
22 to perform, by CONTRACTOR, its officers, agents, or employees under this Agreement, and from any and  
23 all costs and expenses (including without limitation costs and fees of litigation), damages, liabilities, claims,  
24 and losses occurring or resulting to any person, firm, or corporation who may be injured or damaged by  
25 the performance, or failure to perform, of CONTRACTOR, its officers, agents, or employees under this  
26 Agreement. Expiration or termination of this Agreement shall not terminate any of CONTRACTOR's  
27 obligations under this Section XII, herein.

28 The foregoing clause shall not obligate the CONTRACTOR to provide such protection,

1 indemnification, or defense to the extent of willful or negligent acts or omissions by the COUNTY, its officers,  
2 employees, agents, or contractors.

3 XIII. INSURANCE

4 Without limiting the COUNTY's right to obtain indemnification from CONTRACTOR or any  
5 third parties, CONTRACTOR, at its sole expense, shall maintain in full force and effect, the following  
6 insurance policies or a program of self-insurance, including but not limited to, an insurance pooling  
7 arrangement or Joint Powers Agreement (JPA) throughout the term of this Agreement:

8 A. Commercial General Liability

9 Commercial General Liability Insurance with limits of not less than One Million  
10 Dollars (\$1,000,000) per occurrence and an annual aggregate of Four Million Dollars (\$4,000,000). This  
11 policy shall be issued on a per occurrence basis. COUNTY may require specific coverages including  
12 completed operations, products liability, contractual liability, Explosion-Collapse-Underground, fire legal  
13 liability or any other liability insurance deemed necessary because of the nature of this contract.

14 B. Child Abuse/Molestation Coverage

15 CONTRACTOR shall have either separate policies or an Umbrella policy with  
16 endorsements covering Child Abuse/Molestation or coverage within their General Commercial  
17 liability policy covering Child Abuse/Molestation. The policy limits for these policies shall be Five  
18 Million Dollars (\$5,000,000) per occurrence with a Twenty Million Dollars (\$20,000,000) annual  
19 aggregate; the policies are to be on a per occurrence basis.

20 C. Automobile Liability

21 Comprehensive Automobile Liability Insurance with limits for bodily injury of not less  
22 than Five Hundred Thousand Dollars (\$500,000.00) per person, One Million Dollars (\$1,000,000.00) per  
23 accident and for property damages of not less than Fifty Thousand Dollars (\$50,000.00), or such coverage  
24 with a combined single limit of One Million Dollars (\$1,000,000.00). Coverage should include owned, non-  
25 owned and hired vehicles used in connection with this Agreement.

26 D. Real and Personal Property

27 CONTRACTOR shall maintain a policy of insurance for all risk personal  
28 property coverage. The personal property coverage shall be in an amount that will cover the total of

1 the COUNTY owned property, at a minimum, as discussed in Sections I, OBLIGATIONS OF  
2 CONTRACTOR, and II, OBLIGATIONS OF COUNTY, herein.

3 E. All Risk Property Insurance

4 CONTRACTOR will provide property coverage for the full replacement value  
5 of the COUNTY's Personal Property in the possession of CONTRACTOR and/or used in the  
6 execution of this Agreement. COUNTY will be identified on an appropriate certificate of insurance as  
7 the certificate holder and will be named as an additional loss payee on the Property Insurance  
8 Policy.

9 F. Professional Liability

10 If CONTRACTOR employs licensed professional staff, (e.g., Ph.D., MD, PA, NP,  
11 RN, LCSW, LMFT, LPCC) in providing services, Professional Liability Insurance with limits of not less than  
12 Five Million Dollars (\$5,000,000.00) per occurrence, Ten Million Dollars (\$10,000,000.00) annual  
13 aggregate.

14 This coverage shall be issued on a per claim basis. CONTRACTOR agrees that it  
15 shall maintain, at its sole expense, in full force and effect for a period of five (5) years following the  
16 termination of this Agreement, one of more policies of professional liability insurance with limits of coverage  
17 as specified herein.

18 G. Worker's Compensation

19 A policy of Worker's Compensation insurance as may be required by the California  
20 Labor Code.

21 CONTRACTOR hereby grants to COUNTY a waiver of any right to subrogation  
22 which any insurer of said CONTRACTOR may acquire against the COUNTY by virtue of the payment of  
23 any loss under such insurance. CONTRACTOR agrees to obtain any endorsement that may be necessary  
24 to affect this waiver of subrogation, but this provision applies regardless of whether or not the COUNTY has  
25 received a waiver of subrogation endorsement from the insurer.

26 CONTRACTOR shall obtain endorsements to the Commercial General Liability  
27 insurance naming the County of Fresno, its officers, agents, and employees, individually and collectively, as  
28 additional insured, but only insofar as the operations under this Agreement are concerned. Such coverage

1 for additional insured shall apply as primary insurance and any other insurance, or self-insurance,  
2 maintained by COUNTY, its officers, agents and employees shall be excess only and not contributing with  
3 insurance provided under CONTRACTOR's policies herein. Such coverage and limits shall be the minimum  
4 coverage and limits specified in this Agreement; or the broader coverage and maximum limits of the  
5 coverage available to the named Insured; whichever is greater. This insurance shall not be cancelled or  
6 changed without a minimum of thirty (30) days advance written notice given to COUNTY.

7                 Within thirty (30) days from the date CONTRACTOR signs and executes this  
8 Agreement, CONTRACTOR shall provide certificates of insurance and endorsement as stated above for all  
9 of the foregoing policies, as required herein, to the County of Fresno, Department of Public Health, P.O.  
10 Box 11867, Fresno, CA 93775, Attention: Contracts Section – 6<sup>th</sup> Floor, stating that such insurance  
11 coverage have been obtained and are in full force; that the County of Fresno, its officers, agents and  
12 employees will not be responsible for any premiums on the policies; that such Commercial General Liability  
13 insurance names the County of Fresno, its officers, agents and employees, individually and collectively, as  
14 additional insured, but only insofar as the operations under this Agreement are concerned; that such  
15 coverage for additional insured shall apply as primary insurance and any other insurance, or self-insurance,  
16 maintained by COUNTY, its officers, agents and employees, shall be excess only and not contributing with  
17 insurance provided under CONTRACTOR's policies herein; and that this insurance shall not be cancelled  
18 or changed without a minimum of thirty (30) days advance, written notice given to COUNTY.

19                 In the event CONTRACTOR fails to keep in effect at all times insurance coverage as  
20 herein provided, the COUNTY may, in addition to other remedies it may have, suspend or terminate this  
21 Agreement upon the occurrence of such event.

22                 All policies shall be issued by admitted insurers licensed to do business in the State of  
23 California, and such insurance shall be purchased from companies possessing a current A.M. Best, Inc.  
24 rating of A FSC VII or better.

#### 25                 XIV. HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT

26                 COUNTY and CONTRACTOR each consider and represent themselves as covered  
27 entities as defined by the U.S. Health Insurance Portability and Accountability Act of 1996, Public Law  
28 104-191(HIPAA) and agree to use and disclose protected health information as required by law.

COUNTY and CONTRACTOR acknowledge that the exchange of protected health information between them is only for treatment, payment, and health care operations.

COUNTY and CONTRACTOR intend to protect the privacy and provide for the security of Protected Health Information (PHI) pursuant to the Agreement in compliance with HIPAA, the Health Information Technology for Economic and Clinical Health Act, Public Law 111-005 (HITECH), and regulations promulgated thereunder by the U.S. Department of Health and Human Services (HIPAA Regulations) and other applicable laws.

As part of the HIPAA Regulations, the Privacy Rule and the Security Rule require CONTRACTOR to enter into a contract containing specific requirements prior to the disclosure of PHI, as set forth in, but not limited to, Title 45, Sections 164.314(a), 164.502(e) and 164.504(e) of the Code of Federal Regulations (CFR).

**XV. DATA SECURITY:**

For the purpose of preventing potential loss, misappropriation or inadvertent access, viewing, use or disclosure of COUNTY data including sensitive or personal client information; abuse of COUNTY resources; and/or disruption to COUNTY operations, individuals and/or agencies that enter into a contractual relationship with the COUNTY for the purpose of providing services under this Agreement must employ adequate data security measures to protect the confidential information provided to CONTRACTOR by the COUNTY, including but not limited to the following:

**A. CONTRACTOR-Owned Mobile, Wireless, or Handheld Devices**

CONTRACTOR may not connect to COUNTY networks via personally owned mobile, wireless or handheld devices, unless the following conditions are met:

1. CONTRACTOR has received authorization by COUNTY for telecommuting purposes;
2. Current virus protection software is in place;
3. Mobile device has the remote wipe feature enabled; and
4. A secure connection is used.

**B. CONTRACTOR-Owned Computers or Computer Peripherals**

CONTRACTOR may not bring CONTRACTOR-owned computers or computer

1 peripherals into the COUNTY for use without prior authorization from the COUNTY's Chief Information  
2 Officer, and/or designee(s), including but not limited to mobile storage devices. If data is approved to be  
3 transferred, data must be stored on a secure server approved by the COUNTY and transferred by means of  
4 a Virtual Private Network (VPN) connection, or another type of secure connection. Said data must be  
5 encrypted.

6 C. COUNTY-Owned Computer Equipment

7 CONTRACTOR or anyone having an employment relationship with the COUNTY,  
8 may not use COUNTY computers or computer peripherals on non-COUNTY premises without prior  
9 authorization from the COUNTY's Chief Information Officer, and/or designee(s).



1 D. CONTRACTOR may not store COUNTY's private, confidential or sensitive  
2 data on any hard-disk drive, portable storage device, or remote storage installation unless  
3 encrypted.

4 E. CONTRACTOR shall be responsible to employ strict controls to ensure the integrity  
5 and security of COUNTY's confidential information and to prevent unauthorized access, viewing, use or  
6 disclosure of data maintained in computer files, program documentation, data processing systems, data  
7 files and data processing equipment which stores or processes COUNTY data internally and externally.

8 F. Confidential client information transmitted to one party by the other by means  
9 of electronic transmissions must be encrypted according to Advanced Encryption Standards  
10 (AES) of 128 BIT or higher. Additionally, a password or pass phrase must be utilized.

11 G. CONTRACTOR is responsible to immediately notify COUNTY of any  
12 violations, breaches or potential breaches of security related to COUNTY's confidential information,  
13 data maintained in computer files, program documentation, data processing system, data files and data  
14 processing equipment which stores or processes COUNTY data internally or externally.

15 H. COUNTY shall provide oversight to CONTRACTOR's response to all incidents  
16 arising from a possible breach of security related to COUNTY's confidential client information provided to  
17 CONTRACTOR. CONTRACTOR will be responsible to issue any notification to affected individuals as  
18 required by law or as deemed necessary by COUNTY in its sole discretion. CONTRACTOR will be  
19 responsible for all costs incurred as a result of providing the required notification.

20 XVI. NON-DISCRIMINATION

21 During the performance of this Agreement, CONTRACTOR and its subcontractors shall not  
22 unlawfully discriminate against any employee or applicant for employment, or recipient of services, because  
23 of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical  
24 condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual  
25 orientation, military status or veteran status pursuant to all applicable State of California and Federal  
26 statutes and regulation.

27 XVII. RECORDS

28 A. Medical and Behavioral Health Care Records

1                   Upon CONTRACTOR's commencement of services on July 1, 2018,  
2 CONTRACTOR shall utilize an Electronic Health Records ("EHR") to maintain complete and accurate  
3 medical and behavioral health care records, completely and separately, on each individual patient which  
4 shall include diagnostic studies, individual treatment plan, and records of services provided by the various  
5 professional personnel in sufficient detail to make possible an evaluation of services, and contain all the  
6 data necessary in reporting to the State, including records of patient interviews and progress notes.

7                   All such records shall be maintained pursuant to applicable NCCHC accreditation  
8 standards and laws concerning confidentiality and security of patient information. Subject to applicable law  
9 regarding confidentiality of such records, CONTRACTOR shall comply with COUNTY's policy with regard to  
10 access by youth and CONTRACTOR's staff to medical and behavioral health care records. No information  
11 contained in the medical records shall be released by CONTRACTOR except as provided by COUNTY's  
12 policy, by a court order, or otherwise in accordance with applicable law. All medical and behavioral health  
13 care records shall be considered the property of COUNTY and shall be retained by COUNTY at the  
14 termination of this Agreement.

15                  CONTRACTOR shall allow designated COUNTY staff read-only access to health  
16 records and to the full EHR system, including ability to view reports.

17                  CONTRACTOR shall maintain complete and accurate medical health, behavioral  
18 health, optometry, and dental records separate from COUNTY JJC's confinement records of the detained  
19 youth.

20                  In order to maintain continuity of care and promote patient safety, COUNTY shall  
21 provide CONTRACTOR with reasonable access to medical and behavioral health care records, the first day  
22 following the signatures of the Parties below.

23                  B.     Financial Records

24                  Upon CONTRACTOR's commencement of services on July 1, 2018,  
25 CONTRACTOR shall maintain complete and accurate financial records with respect to the services  
26 rendered and the costs incurred under this Agreement, and to any payments to each of CONTRACTOR's  
27 employees or subcontractors. All such records shall be prepared in accordance with generally accepted  
28 accounting procedures, shall be clearly identified, and shall be kept readily accessible and available for

1 inspection, as described in Section XXIX, AUDITS AND INSPECTIONS, herein. All such records shall be  
2 retained by CONTRACTOR and kept accessible for a minimum of seven (7) years, or longer, as required  
3 by law, following final payment and termination/expiration of this Agreement. Upon expiration of this  
4 Agreement, CONTRACTOR shall prepare and submit to COUNTY a final cost report relative to  
5 compensation provided by COUNTY to CONTRACTOR under this Agreement.

6 It is understood by COUNTY that certain financial records belonging to  
7 CONTRACTOR are proprietary in nature and are confidential under State and Federal law. COUNTY  
8 agrees to maintain the confidentiality of such financial records to the fullest extent of the law.

9 Expiration or termination of this Agreement shall not terminate any of  
10 CONTRACTOR's obligations under this Section XVII (B), herein.

#### 11 XVIII. REPORTS

12 A. Upon CONTRACTOR's commencement of services on July 1, 2018,  
13 CONTRACTOR shall provide COUNTY's DPH and DBH Directors, PROBATION, and/or their respective  
14 designees, with monthly statistical reports on health care services utilization and costs, due on the thirtieth  
15 (30th) of each month or by the monthly MAC meeting, whichever is earlier, for both medical and behavioral  
16 health care services provided during the preceding month, and using the data set and report formats  
17 approved by COUNTY. Reports shall include, but not be limited to, the following information:

- 18 1. Sick call requests from detained youth
- 19 2. Sick call visits
- 20 3. Wait time (from sick call slip submittal to medical/behavioral visit)
- 21 4. Health appraisals/assessments/evaluations
- 22 5. Detained youth treated by a physician (and/or PA, NP, or RN),  
23 including psychiatrists
- 24 6. Intake screenings
- 25 7. Emergency department visits
- 26 8. Medical and psychiatric inpatient hospitalizations
- 27 9. Mandatory physicals for youth
- 28 10. Off-site clinic services

- 1 11. Crisis intervention and crisis stabilization
- 2 12. Chronic care clinic stats
- 3 13. Suicide precautions
- 4 14. Suicide attempts
- 5 15. Pharmaceutical utilization (types of prescribed medications and costs)
- 6 16. Dental services
- 7 17. Optometry/Optician services
- 8 18. Radiology services (utilization and costs)
- 9 19. Laboratory services (utilization and costs)
- 10 20. Number of dialysis treatments
- 11 21. Case management/linkage services
- 12 22. Youth testing positive for HIV/AIDS
- 13 23. Youth testing positive for Hepatitis C
- 14 24. Youth testing positive for tuberculosis infection/disease
- 15 25. Incidences of any other communicable diseases
- 16 26. Youth mortality review
- 17 27. Number of transports (ambulance/custody transport)
- 18 28. Behavioral health treatment services/program stats
- 19 29. Utilization of Second Gen LAI medication
- 20 30. Report Requirements for Emergency, Inpatient Hospitalization, and
- 21 Outpatient Specialty Care Services, as identified in Exhibit A.
- 22 31. MCIP provider and inpatient hospitalization reports
- 23 32. Compliance Reports as described in Exhibit I, attached hereto and
- 24 incorporated herein by reference and made part of this Agreement.
- 25 33. Performance Metrics, as described in Exhibit K, attached hereto and
- 26 incorporated herein by reference and made part of this Agreement.

27 B. Upon request by COUNTY's DPH or DBH Directors, or their respective designees,  
28 CONTRACTOR must provide reports within a reasonable period of time including, but not limited to,

1 additional information related to CONTRACTOR's performance of this Agreement, for example, specific  
2 statistical information, such as medical malpractice incidents that may result in a claim and/or litigation, or  
3 performance-based standards data reports that may be required by PROBATION for California Department  
4 of Juvenile Justice regulations.

5 C. CONTRACTOR shall also upon request by DPH and/or DBH Director(s), or their  
6 respective designee(s), provide financial cost reports and program information regarding CONTRACTOR's  
7 or COUNTY's claims for/from third party payers, as needed for grant or other funding requirements on  
8 behalf of the COUNTY.

9 If COUNTY must substantiate costs for the State or other agency for auditing or other  
10 grant or funding purposes, CONTRACTOR shall submit financial reports which shall include all necessary  
11 and related costs regarding the provision of medical and behavioral health care to youth, upon request by  
12 DBH and/or DPH Director(s), or their designee(s).

13 D. In addition to monthly data reports, quarterly and annual summaries shall also be  
14 submitted relating to progress toward agreed upon objectives for COUNTY medical and behavioral health  
15 care services. CONTRACTOR shall submit annual behavioral health services summaries referred to as  
16 "Outcomes and Performance Reports" to the COUNTY's DBH Director, or designee.

17 E. CONTRACTOR shall provide an annual report to COUNTY no later than January  
18 31st of each year for the previous calendar year of the Agreement of its compliance with current California  
19 laws, regulations and codes, pursuant to Section XVIII., COMPLIANCE WITH FEDERAL, STATE, AND  
20 LOCAL LAWS, herein, relating to the medical and behavioral health care programs at the JJC facility.

21 F. CONTRACTOR shall provide to COUNTY any applicable certifications and/or reports  
22 obtained through CONTRACTOR's attainment of required accreditations, as set forth hereinabove in Section  
23 I, OBLIGATIONS OF CONTRACTOR, herein.

24 G. CONTRACTOR acknowledges that certain financial reports prepared and provided  
25 by CONTRACTOR to COUNTY are proprietary in nature and confidential. CONTRACTOR shall mark said  
26 reports as such. CONTRACTOR acknowledges that certain financial information will be required from the  
27 CONTRACTOR in order for COUNTY to complete and submit reports, as may be required by the State  
28 and/or Federal grant.

1 H. CONTRACTOR shall comply with the performance metrics as identified in  
2 CONTRACTOR's RFP Response, including, but not limited to, page 65 of the CONTRACTOR's RFP  
3 Response. If CONTRACTOR fails to deliver or fails to perform in accordance with the performance metrics,  
4 liquidated damages will be assessed per Section I. OBLIGATIONS OF CONTRACTOR, B. Commencing  
5 Upon the Effective Date of this Agreement, Section VIII. LIQUIDATED DAMAGES, herein.

6 I. CONTRACTOR shall provide to COUNTY no later than March 1st of each year the  
7 annual percentage and dollar breakdown of cost to COUNTY of services provided the preceding year  
8 under the Agreement in the format found in Exhibit J "Annual Summary Report", attached hereto and  
9 incorporated herein by reference.

10 J. It is understood that certain financial reports prepared and provided by  
11 CONTRACTOR to COUNTY are proprietary in nature and confidential. CONTRACTOR shall mark said  
12 reports as such. It is also understood that certain financial information will be required from the  
13 CONTRACTOR in order for COUNTY to complete and submit reports, as required by the State.

14 K. CONTRACTOR shall comply with the performance metrics as identified in  
15 CONTRACTOR's RFP Response, including, but not limited to page 65 of the CONTRACTOR's RFP  
16 response and the attached EXHIBIT K "Performance Metrics". If CONTRACTOR fails to deliver or fails  
17 to perform in accordance with the performance metrics, liquidated damages will be assessed as per  
18 Section VIII. LIQUIDATED DAMAGES, herein.

19 L. CONTRACTOR shall comply in a timely manner with COUNTY's request to  
20 complete the Annual Summary Report, Exhibit J, attached hereto and incorporated herein by reference.

21 **XIX. COMPLIANCE WITH FEDERAL, STATE, AND LOCAL LAWS**

22 A. CONTRACTOR shall provide all medical and behavioral health care services in  
23 accordance with applicable Federal, State, and local laws, codes, regulations, and directives.

24 B. With respect to CONTRACTOR's employees, CONTRACTOR shall comply with all  
25 laws and regulations pertaining to wages and hours, state and federal income tax, unemployment  
26 insurance, Social Security, disability insurance, workers' compensation insurance, and discrimination and  
27 harassment in employment.

28 C. CONTRACTOR shall work with the COUNTY Health Officer who, under the Health

1 and Safety Code Section 101045, shall investigate health and sanitary conditions in every county detention  
2 facility.

3 CONTRACTOR shall work with COUNTY's DPH concerning communicable disease screening, continuing  
4 medical surveillance, case management, reporting, and Detained Youth referral in the community.

5 XX. LICENSES AND CERTIFICATION

6 Upon CONTRACTOR's commencement of services on July, 1, 2018, CONTRACTOR shall  
7 throughout the term of this Agreement, maintain all necessary licenses, certifications, and board  
8 registrations necessary for the provision of the services hereunder and required by the laws and regulations  
9 of the United States of America, State of California, Fresno County and any other applicable government  
10 agencies. CONTRACTOR shall ensure that its professional health care employees are credentialed,  
11 maintain all required licenses, and have access to continuing education units to continually update their skills  
12 and knowledge to meet California specific requirements.

13 CONTRACTOR shall notify COUNTY immediately in writing of its inability to obtain or  
14 maintain such licenses, certifications, and board registrations, irrespective of the pendency of any appeal  
15 related thereto. Copies of licensure and certifications required for each applicable staffing position must be  
16 kept on-site at all times, according to Title 15 of the California Code of Regulations, and made available for  
17 COUNTY to inspect, when requested. Additionally, CONTRACTOR shall comply with all other applicable  
18 laws, rules or regulations to the fullest extent, as any may now exist or be hereafter changed.

19 CONTRACTOR shall ensure all staff who may provide any behavioral health care services to  
20 detained youth at a level of RN certification and/or LMFT or LCSW (i.e., a licensed mental health  
21 professional) shall be credentialed through COUNTY DBH's Managed Care Division. In addition,  
22 CONTRACTOR shall provide COUNTY's DBH Director, or designee, monthly staffing reports of all  
23 behavioral health care staff indicating staff licenses and/or certification are valid and current.

24 XXI. CULTURAL COMPETENCY

25 As related to Cultural and Linguistic Competence, CONTRACTOR shall comply with:

26 A. Title 6 of the Civil Rights Act of 1964 (42 U.S.C. Section 2000d, and 45 C.F.R. Part  
27 80) and Executive Order 12250 of 1979 which prohibits recipients of federal financial assistance from  
28 discriminating against persons based on race, color, national origin, sex, disability or religion. This is

1 interpreted to mean that a limited English proficient (LEP) individual is entitled to equal access and  
2 participation in federally funded programs through the provision of comprehensive and quality bilingual  
3 services.

4 B. Policies and procedures for ensuring access and appropriate use of trained  
5 interpreters and material translation services for all LEP consumers, including, but not limited to, assessing  
6 the cultural and linguistic needs of its consumers, training of staff on the policies and procedures, and  
7 monitoring its language assistance program. The CONTRACTOR's procedures must include ensuring  
8 compliance of any subcontracted providers with these requirements.

9 C. CONTRACTOR shall not use minors as interpreters.

10 D. CONTRACTOR shall provide and pay for interpreting and translation services to  
11 persons participating in CONTRACTOR's services who have limited or no English language proficiency,  
12 including services to persons who are deaf or blind. Interpreter and translation services shall be provided as  
13 necessary to allow such participants meaningful access to the programs, services and benefits provided by  
14 CONTRACTOR. Interpreter and translation services, including translation of CONTRACTOR's "vital  
15 documents" (those documents that contain information that is critical for accessing CONTRACTOR's  
16 services or are required by law) shall be provided to detained youth at no cost to the detained youth.  
17 CONTRACTOR shall ensure that any employees, agents, subcontractors, or partners who interpret or  
18 translate for an detained youth, or who directly communicates with an detained youth in a language other  
19 than English, demonstrate proficiency in the participant's language and can effectively communicate any  
20 specialized terms and concepts specific to CONTRACTOR's services.

21 E. In compliance with the State mandated Culturally and Linguistically Appropriate  
22 Services standards as published by the Office of Minority Health, CONTRACTOR must submit to COUNTY  
23 for approval, within sixty (60) days from date of contract execution, CONTRACTOR's plan to address all  
24 fifteen national cultural competency standards as set forth in the "National Standards on Culturally and  
25 Linguistically Appropriate Services (CLAS)"  
26 (<http://minorityhealth.hhs.gov/assets/pdf/checked/finalreport.pdf>). COUNTY's annual on-site review of  
27 CONTRACTOR shall include collection of documentation to ensure all national standards are implemented.  
28 As the national competency standards are updated, CONTRACTOR's plan must be updated accordingly.



1 Cultural competency training for CONTRACTOR staff should be substantively integrated into health  
2 professions education and training at all levels, both academic and functional, including core curriculum,  
3 professional licensure, and continuing professional development programs. CONTRACTOR on a monthly  
4 basis shall provide COUNTY DBH a monthly monitoring tool/report that shows all CONTRACTOR staff  
5 cultural competency trainings completed.

6 XXII. AMERICANS WITH DISABILITIES ACT

7 CONTRACTOR agrees to ensure that deliverables developed and produced, pursuant to this  
8 Agreement shall comply with the accessibility requirements of Section 508 of the Rehabilitation Act and the  
9 Americans with Disabilities Act of 1973 as amended (29 U.S.C. § 794 (d)), and regulations implementing  
10 that Act as set forth in Part 1194 of Title 36 of the Code of Federal Regulations. In 1998, Congress  
11 amended the Rehabilitation Act of 1973 to require Federal agencies to make their electronic and information  
12 technology (EIT) accessible to people with disabilities. California Government Code Section 11135 codifies  
13 Section 508 of the Act requiring accessibility of electronic and information technology.

14 XXIII. TAX EQUITY AND FISCAL RESPONSIBILITY ACT

15 To the extent necessary to prevent disallowance of reimbursement under Section 1861(v)(1)  
16 (l) of the Social Security Act, (42 U.S.C. § 1395x, subd. (v)(1)(I)), until the expiration of four (4) years after the  
17 furnishing of services under this Agreement, CONTRACTOR shall make available, upon written request to  
18 the Secretary of the United States Department of Health and Human Services, or upon request to the  
19 Comptroller General of the United States General Accounting Office, or any of their duly authorized  
20 representatives, a copy of this Agreement and such books, documents, and records as are necessary to  
21 certify the nature and extent of the costs of these services provided by CONTRACTOR under this  
22 Agreement. CONTRACTOR further agrees that in the event CONTRACTOR carries out any of its duties  
23 under this Agreement through a subcontract, with a value or cost of Ten Thousand and No/100 Dollars  
24 (\$10,000.00) or more over a twelve (12) month period, with a related organization, such Agreement shall  
25 contain a clause to the effect that until the expiration of four (4) years after the furnishing of such services  
26 pursuant to such subcontract, the related organizations shall make available, upon written request to the  
27 Secretary of the United States Department of Health and Human Services, or upon request to the  
28 Comptroller General of the United States General Accounting Office, or any of their duly authorized

representatives, a copy of such subcontract and such books, documents, and records of such organization as are necessary to verify the nature and extent of such costs.

#### XXIV. PUBLICITY PROHIBITION

None of the funds, materials, property or services provided directly or indirectly under this Agreement shall be used for CONTRACTOR's advertising, fundraising, or publicity (i.e., purchasing of tickets/tables, silent auction donations, etc.) for the purpose of self-promotion. Notwithstanding the above, publicity of the services described in Section I, OBLIGATIONS OF THE CONTRACTOR, of this Agreement shall be allowed as necessary to raise public awareness about the availability of such specific services when approved in advance by COUNTY's PROBATION, DPH Director, DBH Director, or designees thereof, and at a cost to be provided for such items as written/printed materials, the use of media (i.e., radio, television, newspapers) and any other related expense(s).

#### XXV. SUBCONTRACTORS

CONTRACTOR may engage certain health care professionals as independent contractors rather than employees by subcontracting the performance of certain services to other third party agents if CONTRACTOR obtains the prior written approval from PROBATION, COUNTY's DPH Director, or designee of each aforementioned person. Any transferee, assignee or subcontractor will be subject to all applicable provisions of this Agreement, and all applicable State of California and Federal regulations. CONTRACTOR will be responsible for informing any subcontractors, and requiring any subcontractors to comply with all the terms and conditions of this Agreement and of all the Federal and State of California law requirements incorporated herein. CONTRACTOR shall be primarily responsible to COUNTY for the performance of any transferee, assignee or subcontractor. The use of subcontractors by CONTRACTOR shall not entitle CONTRACTOR to any additional compensation or other payment than is provided for under this Agreement, including audit/inspection requirements of any grant agreement.

#### XXVI. DISCLOSURE OF SELF-DEALING TRANSACTIONS

This provision is only applicable if the CONTRACTOR is operating as a corporation (a for-profit or non-profit corporation) or if during the term of this Agreement, the CONTRACTOR changes its status to operate as a corporation.

Members of the CONTRACTOR's Board of Directors shall disclose any self-dealing

1 transactions that they are a party to while CONTRACTOR is providing goods or performing services  
2 under this Agreement. A self-dealing transaction shall mean a transaction to which the CONTRACTOR  
3 is a party and in which one or more of its directors has a material financial interest. Members of the  
4 Board of Directors shall disclose any self-dealing transactions that they are a party to by completing and  
5 signing a Self-Dealing Transaction Disclosure Form, attached hereto as Exhibit L and incorporated  
6 herein by reference, and submitting it to the COUNTY prior to commencing with the self-dealing  
7 transaction or immediately thereafter.

8 XXVII. DISCLOSURE OF OWNERSHIP AND/OR CONTROL INTEREST INFORMATION

9 This provision is only applicable if CONTRACTOR is a disclosing entity, fiscal agent, or  
10 managed care entity as defined in Code of Federal Regulations (C.F.R.), Title 42 § 455.101 455.104,  
11 and 455.106(a)(1),(2).

12 In accordance with C.F.R., Title 42 §§ 455.101, 455.104, 455.105 and 455.106(a)(1),(2),  
13 the following information must be disclosed by CONTRACTOR by completing Exhibit M, "Disclosure of  
14 Ownership and Control Interest Statement", attached hereto and by this reference incorporated herein  
15 and made part of this Agreement. CONTRACTOR shall submit this form to the COUNTY's DBH within  
16 thirty (30) days of the effective date of this Agreement. Additionally, CONTRACTOR shall report any  
17 changes to this information within thirty-five (35) days of occurrence by completing Exhibit M,  
18 "Disclosure of Ownership and Control Interest Statement." CONTRACTOR is required to submit a set  
19 of fingerprints for any person with a 5 percent or greater direct or indirect ownership interest in  
20 CONTRACTOR. COUNTY may terminate this Agreement where any person with a 5 percent or greater  
21 direct or indirect ownership interest in the CONTRACTOR and did not submit timely and accurate  
22 information and cooperate with any screening method required in CFR, title 42, section 455.416.  
23 Submissions shall be scanned pdf copies and are to be sent via email to  
24 DBHAdministration@co.fresno.ca.us, Attention: Contracts Administration. COUNTY may deny  
25 enrollment or terminate this Agreement where any person with a 5 percent or greater direct or indirect  
26 ownership interest in CONTRACTOR has been convicted of a criminal offense related to that person's  
27 involvement with the Medicare, Medicaid, or title XXI program in the last 10 years.

28 XXVIII. DISCLOSURE – CRIMINAL HISTORY AND CIVIL ACTIONS

1 CONTRACTOR is required to disclose if any of the following conditions apply to them,  
2 their owners, officers, corporate managers and partners (hereinafter collectively referred to as  
3 "CONTRACTOR"):

4 A. Within the three-year period preceding the Agreement award, they have been  
5 convicted of, or had a civil judgment rendered against them for:

- 6 1. Fraud or a criminal offense in connection with obtaining, attempting to  
7 obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction;
- 8 2. Violation of a federal or state antitrust statute;
- 9 3. Embezzlement, theft, forgery, bribery, falsification, or destruction of  
10 records; or
- 11 4. False statements or receipt of stolen property.

12 B. Within a three-year period preceding their Agreement award, they have had a  
13 public transaction (federal, state, or local) terminated for cause or default.

14 Disclosure of the above information will not automatically eliminate  
15 CONTRACTOR from further business consideration. The information will be considered as part of the  
16 determination of whether to continue and/or renew this Agreement and any additional information or  
17 explanation that a CONTRACTOR elects to submit with the disclosed information will be considered. If  
18 it is later determined that the CONTRACTOR failed to disclose required information, any contract  
19 awarded to such CONTRACTOR may be immediately voided and terminated for material failure to  
20 comply with the terms and conditions of the award.

21 CONTRACTOR must sign a "Certification Regarding Debarment, Suspension, and  
22 Other Responsibility Matters- Primary Covered Transactions" in the form set forth in Exhibit N, attached  
23 hereto and by this reference incorporated herein and made part of this Agreement. Additionally,  
24 CONTRACTOR must immediately advise the COUNTY's DPH in writing if, during the term of this  
25 Agreement: (1) CONTRACTOR becomes suspended, debarred, excluded or ineligible for participation  
26 in federal or state funded programs or from receiving federal funds as listed in the excluded parties' list  
27 system (<http://www.epls.gov>); or (2) any of the above listed conditions become applicable to  
28 CONTRACTOR. CONTRACTOR shall indemnify, defend and hold the COUNTY harmless for any loss

1 or damage resulting from a conviction, debarment, exclusion, ineligibility or other matter listed in the  
2 signed Certification Regarding Debarment, Suspension, and Other Responsibility Matters

3 **XXIX. AUDITS AND INSPECTIONS**

4 Upon CONTRACTOR's commencement of services on July 1, 2018, CONTRACTOR shall  
5 at any time during business hours, and as often as COUNTY may deem necessary, make available to  
6 COUNTY for examination all of its records and data with respect to the direct delivery of health care services  
7 to youth hereunder. CONTRACTOR shall, upon request by the COUNTY, permit COUNTY to audit and  
8 inspect all such records and data necessary to ensure CONTRACTOR's compliance with the terms of this  
9 Agreement.

10 COUNTY understands that many of the systems, methods, procedures, written materials  
11 and other controls employed by CONTRACTOR in the performance of its obligations hereunder are  
12 proprietary in nature and will remain the property of CONTRACTOR. Information concerning such may not,  
13 at any time, be used, distributed, copied or otherwise utilized by the COUNTY, except in connection with the  
14 delivery of health care services hereunder, or as permitted or required by law, unless such disclosure is  
15 approved in advance writing by CONTRACTOR.

16 If this Agreement exceeds Ten Thousand and No/100 Dollars (\$10,000.00), CONTRACTOR  
17 shall be subject to the examination and audit of the State Auditor for a period of three (3) years after final  
18 payment under contract (Government Code Section 8546.7). Furthermore, CONTRACTOR shall be subject  
19 to any examination and audit requirements for any grant agreement for which such grant funds are used for  
20 the provision of any services connected with the Agreement.

21 Pursuant to Title 15 of the California Code of Regulations, CONTRACTOR shall comply with  
22 any request from the State of California, Department of Public Health authority to perform an annual health  
23 inspection. CONTRACTOR shall also assist with such inspection as needed.

24 Expiration or termination of this Agreement shall not terminate any of CONTRACTOR'S  
25 obligations under this Section XXIX, herein.

26 **XXX. NOTICES:**

27 The persons and their addresses having authority to give and receive notices under this  
28 Agreement include the following:

COUNTY  
DIRECTOR, COUNTY OF FRESNO  
DEPARTMENT OF PUBLIC HEALTH  
P.O. BOX 11867  
FRESNO, CA 93775

CONTRACTOR  
California Forensic Medical Group, Inc.  
Attn: CEO  
2511 Garden Road, Suite A160  
Monterey, CA 93940

All notices between the COUNTY and CONTRACTOR provided for or permitted under this Agreement must be in writing and delivered either by personal service, by first-class United States mail, by an overnight commercial courier service, or by telephonic facsimile transmission. A notice delivered by personal service is effective upon service to the recipient. A notice delivered by first-class United States mail is effective three COUNTY business days after deposit in the United States mail, postage prepaid, addressed to the recipient. A notice delivered by an overnight commercial courier service is effective one COUNTY business day after deposit with the overnight commercial courier service, delivery fees prepaid, with delivery instructions given for next day delivery, addressed to the recipient. A notice delivered by telephonic facsimile is effective when transmission to the recipient is completed (but, if such transmission is completed outside of COUNTY business hours, then such delivery shall be deemed to be effective at the next beginning of a COUNTY business day), provided that the sender maintains a machine record of the completed transmission. For all claims arising out of or related to this Agreement, nothing in this section establishes, waives, or modifies any claims presentation requirements or procedures provided by law, including but not limited to the Government Claims Act (Division 3.6 of Title 1 of the Government Code, beginning with section 810).

**XXXI. NO THIRD PARTY BENEFICIARIES**

None of the provisions contained in this Agreement are intended by the COUNTY and CONTRACTOR, nor shall they be deemed, to confer any right or benefit on any person not a party to this Agreement; hence, there shall be no third party beneficiaries whatsoever of this Agreement.

**XXXII. GOVERNING LAW**

Venue for any action arising out of or related to this Agreement shall only be in Fresno County, California.

The rights and obligations of the parties and all interpretation and performance of this

1 Agreement shall be governed in all respects by the laws of the State of California.

2 XXXIII. SEVERABILITY

3 The provisions of this Agreement are severable. The invalidity or unenforceability of any  
4 one provision in the Agreement shall not affect the other provisions.

5 XXXIV. FORCE MAJEURE

6 Neither party shall be held responsible for any delay or failure in performance (other than  
7 payment obligations) to the extent that such delay or failure is caused by fire, flood, hurricane,  
8 explosion, war, strike, labor action, terrorism, embargo, government regulation, riot, civil or military  
9 authority, act of God, acts or omissions of carriers or other similar causes beyond its control.

10 XXXV. ENTIRE AGREEMENT:

11 This Agreement, including exhibits A through N (listed below), along with COUNTY's RFP  
12 No. 18-006, COUNTY's Addendum RFP and CONTRACTOR's Response thereto, constitutes the entire  
13 agreement between the CONTRACTOR and COUNTY with respect to the subject matter hereof and  
14 supersedes all previous Agreement negotiations, proposals, commitments, writings, advertisements,  
15 publications, and understanding of any nature whatsoever unless expressly included in this Agreement.

16 Exhibit A – Comprehensive Medical and Behavioral Health Care for Youth

17 Exhibit B – Staffing Plan

18 Exhibit C – No Hostage Facility

19 Exhibit D – Probation Vendor Application

20 Exhibit E – Office & Medical/Dental Equipment

21 Exhibit F – Guiding Principles and Objectives of Care

22 Exhibit G – DBH Stat DHCS Requirements

23 Exhibit H – Payment Schedule: Compensation

24 Exhibit I – Correctional Reports/Stats

25 Exhibit J – Annual Summary Report

26 Exhibit K – Performance Metrics

27 Exhibit L - Self-Dealing Transaction Disclosure Form

28 Exhibit M – Disclosure of Ownership and Control Interest

Exhibit N – Certification Regarding Debarment

In the event of any inconsistency among these documents, the inconsistency shall be resolved by giving precedence in the following order or priority: (1) this Agreement, including all Exhibits (but excluding COUNTY's RFP and CONTRACTOR's Response) attached and incorporated by reference herein; (2) COUNTY's RFP; and (3) CONTRACTOR's Response. A copy of COUNTY's RFP and CONTRACTOR's Response shall be retained and made available during the term of this Agreement by COUNTY's DPH and Internal Services Department, Purchasing Division.

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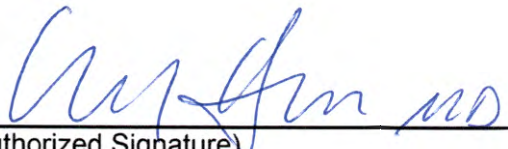
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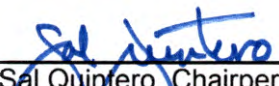


1 IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year  
2 first hereinabove written.

3 **CONTRACTOR:**  
4 **CALIFORNIA FORENSIC MEDICAL**  
5 **GROUP, INC.**

**COUNTY OF FRESNO:**

6   
7 (Authorized Signature)

8   
9 Sal Quintero, Chairperson of the Board of  
10 Supervisors of the County of Fresno

11 Raymond Herr, MD, President  
12 Print Name & Title  
13 (Chairman of the Board, or President or Vice  
14 President)

15 **ATTEST:**  
16 Bernice E. Seidel  
17 Clerk of the Board of Supervisors  
18 County of Fresno, State of California

19 \_\_\_\_\_  
20 (Authorized Signature)

21 By: Susan Bishop  
22 Deputy

23 \_\_\_\_\_  
24 Print Name & Title  
25 (Corporation, or any Assistant Secretary, or Chief  
26 Financial Officer, or any Assistant Treasurer)

27 California Forensic Medical Group, Inc.  
28 2511 Garden Road, Suite A160  
Monterey, CA 93940  
(831) 649-8994  
Attn: Patrick Turner

29 **FOR ACCOUNTING USE ONLY:**  
30 **ORG No.:** 56201684  
31 **Account No.:** 7295

1 IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year  
2 first hereinabove written.

3 **CONTRACTOR:**  
4 **CALIFORNIA FORENSIC MEDICAL**  
5 **GROUP, INC.**


**COUNTY OF FRESNO:**


6  
7 (Authorized Signature)


  
Sal Quintero, Chairperson of the Board of  
Supervisors of the County of Fresno

8  
9  
10 Print Name & Title  
11 (Chairman of the Board, or President or Vice  
12 President)

ATTEST:  
Bernice E. Seidel  
Clerk of the Board of Supervisors  
County of Fresno, State of California

13   
14 (Authorized Signature)

By:   
Deputy

15  CFO  
16 Print Name & Title  
17 (Corporation, or any Assistant Secretary, or Chief  
18 Financial Officer, or any Assistant Treasurer)

19  
20 California Forensic Medical Group, Inc.  
21 2511 Garden Road, Suite A160  
22 Monterey, CA 93940  
(831) 649-8994  
Attn: Patrick Turner

23  
24  
25 FOR ACCOUNTING USE ONLY:

26 ORG No.: 56201684

27 Account No.: 7295  
28

## Comprehensive Medical and Behavioral Health Care Services

### SCOPE OF SERVICES

1. CONTRACTOR shall provide to COUNTY's detained youth comprehensive medical and behavioral health care services, including dental, optometric and optician, pharmaceutical, diagnostic, chronic care, vaccine maintenance services. and other services that would typically be provided in a **primary care** or **urgent care** internal medicine, family practice, behavioral health clinic, in-home patients, or community-based setting.
2. CONTRACTOR shall be ready to implement and assume all responsibilities for on-site and off-site comprehensive medical and behavioral health care services for detained youth at JJC, identified herein and according to the terms and conditions of this Agreement, **as of 12:01 AM on the 1st day of July 2018.**
3. CONTRACTOR shall identify and provide treatment and therapy to all detained youth diagnosed as seriously emotionally disturbed as well as provide psychiatric crisis intervention, crisis stabilization, and crisis de-escalation services to detained youth experiencing psychiatric crisis. CONTRACTOR shall not be responsible for inpatient" off-site services defined as "Inpatient Hospitalization Services". Psychiatric inpatient hospitalization will remain the responsibility of the COUNTY; however, CONTRACTOR shall coordinate and cooperate with COUNTY's DBH-contracted provider of psychiatric inpatient services for admittance of an detained youth.
4. All services provided by CONTRACTOR shall be carried out in conformity with all applicable provisions of Title 15 of the California Code of Regulations and the NCCHC accreditation guidelines and standards, as described in this Agreement.
5. Specific services provided on-site by CONTRACTOR shall include, but may not be limited to:  
Behavioral Health
  - Anger management/treatment
  - Case management, care coordination, discharge planning, and linkage
  - Collaboration and assistance with assessments, treatment, reports, consultation, and hearing reviews in accordance with Fresno County Superior Court Competency Protocol 709, when applicable
  - Crisis intervention, crisis stabilization, and crisis de-escalation
  - Individual and group psycho-therapy
  - Life skills groups
  - Mental health assessment and evaluation
  - Mental health treatment plan development

- Participation in Family Behavioral Health Court and/or specialty/collaborative court hearings as may be required/ordered
- Psychiatric medication evaluation, administration, and monitoring
- Psycho-education groups and family therapy
- Psychosocial assessments
- SUD services to include assessment and referral
- Suicide prevention activities (risk assessment for suicidal ideation, training, intervention, and monitoring of detained youth on suicide watch)

#### Medical Health

- Chronic care services
- Communicable disease control
- Dental services
- Detoxification and alcohol and other drug (AOD) withdrawal management, including Medication Assisted Treatment (MAT), when applicable
- First aid and emergency response/minor trauma capabilities (e.g. sutures)
- Fit for conferment and intake health screening
- Health appraisals
- Health education (including diabetic treatment education and other chronic disease related information)
- Laboratory
- Medical and dental prosthetic devices, hearing aids, and durable medical equipment
- Optometric and optician (including glasses)
- Physical therapy
- Prenatal, pregnancy, obstetrical care, and family planning
- Sick call
- Vaccinations
- X-ray (radiological) and EKG (electrocardiogram services)

#### Other Services

- Collaborate with all care providers in the facility to determine the appropriateness of services and establish efficiencies, where possible
- Electronic health record (EHR) maintenance/data security/retention
- Emergency on-call medical/psychiatric coverage

- Environmental safety
  - Janitorial service for work areas staffed by selected bidder
  - Medical waste disposal
  - Participate in Family Behavioral Health Court and other specialty/collaborative courts including staffing(s), etc., as requested by the Probation Department
  - Pharmaceutical distribution/monitoring
  - Pharmaceuticals (and pharmacist consulting services)
  - Quality assurance
  - Re-entry discharge planning and coordination
  - Response to health records requests and release of information
  - Staff training
  - Statistics and record-keeping
6. CONTRACTOR shall operate a medical and behavioral health care program that meets the local community standards of care.
  7. CONTRACTOR shall apply for National Commission on Correctional Health Care (NCCHC), “Standard for Health Services, accreditation within six (6) month of commencement of services and complete the accreditation within eighteen (18) months of commencement of services.
  8. CONTRACTOR shall operate health care programs at staffing levels outlined in Exhibit B for 15.5-hour coverage (clinic hours) using only licensed, certified, and professionally trained personnel and shall ensure that services are provided competently.
  9. CONTRACTOR shall provide appropriate level of staff coverage and/or responsiveness at all times for providing contracted services and 24/7 on-call support for medical/psychiatric matters by the responsible physician and/or psychiatrist assigned to the facility.
  10. CONTRACTOR shall be responsible for the provision of emergency medical care detained youth during clinic hours, 7-days a week. Emergency medical care is defined as those medical services required for the alleviation of severe pain, or immediate diagnosis and treatment of unforeseen medical conditions, which, if not immediately diagnosed and treated, would lead to disability or death. An examination by an appropriate health professional is necessary to determine whether such an emergency exists.
  11. CONTRACTOR shall be responsible for the provision of all non-emergency medical care, which, in the judgment of the applicable treating physician, requires hospitalization, as part of the course of treatment.
  12. CONTRACTOR shall be responsible for the provision of specialized health care, which shall be provided by physicians, whose training focuses primarily in a specific field, including, but

not limited to: neurology, cardiology, rheumatology, dermatology, oncology, orthopedics, ophthalmology, or OB/GYN services.

13. CONTRACTOR shall be responsible for dialysis treatments to detained youth, as necessary, and shall attempt to provide dialysis services on-site in order to minimize transportation and custody costs. If off-site treatment is required CONTRACTOR shall provide coordination for detained youth requiring dialysis treatment. CONTRACTOR shall coordinate with COUNTY custody staff to transport detained youth to appropriate locations for dialysis treatment.
14. CONTRACTOR shall be responsible for all outpatient specialty care deemed necessary by the applicable treating physician, whether provided on an outpatient or inpatient basis, including, but not limited to, oral and maxillofacial surgery, cardiology, surgery, OB-GYN, orthopedics, ear, nose and throat services, ophthalmology, neurology and neurosurgery, urology, endocrinology, podiatry, plastic and reconstructive surgery, when deemed medically necessary, internal medicine, physical and occupational therapy, rheumatology and oncology.
15. CONTRACTOR shall be responsible for the provision of specialty prenatal or obstetrical care deemed medically necessary by the applicable treating physician, especially for those women that encounter problems during pregnancy and/or are deemed “high-risk” by medical personnel.
16. CONTRACTOR shall be financially responsible for medically-necessary and elective abortions. CONTRACTOR shall provide coordination for the abortion procedure.
17. If CONTRACTOR does not have the appropriate medical equipment for accurate diagnosis (e.g., MRI or CT scan) or is not capable of providing such service within the COUNTY’s JJC, CONTRACTOR must coordinate with area hospitals or clinics to make such services available to detained youth.
18. CONTRACTOR shall provide Collaborative Correctional Care services, including:
  - a. Youth-Patient centered team care
  - b. Population-based care
  - c. Measurement-based treatment to target
  - d. Evidence-based care
  - e. Accountable care

## **SERVICES PROVIDED**

1. CONTRACTOR’s responsibility for medical and behavioral health care services will begin at intake screening and will end at the completion of the discharge process of the detained youth from COUNTY custody, including care coordination and linkage to care, as appropriate. Care coordination shall also include care provided while incarcerated and must include discharge planning to provide appropriate linkage to County-contracted or other community programs, upon release. Care coordination and collaboration must include the sharing of treatment-required information between providers essential to the provision of appropriate services and care.

2. CONTRACTOR shall provide and track chronic care services to detained youth including, but not limited to, chronic conditions identified in NCCHC standards.
3. CONTRACTOR shall make accommodations within the COUNTY JJC in order to prevent unnecessary use of hospitalization and security resources.
4. CONTRACTOR shall staff a medical professional (Registered Nurse) to provide the medical and behavioral health care intake screening conducted at the time of booking. CONTRACTOR shall provide staffing for intake screening at all booking locations. Intake screening shall include a direct visual observation, a clinical screening interview, identification of all current and immediate healthcare needs, including a review of any behavioral health information available in DBH's EHR system, and an examination of any medications brought into the facility. Physicians must "bridge" all verified, valid prescriptions for detained youth entering the facility on prescribed medication, within 24 hours.
5. CONTRACTOR shall provide training to PROBATION staff to conduct a non-health care provider intake screening during non-clinic hours. Intake screening performed by PROBATION staff shall be reviewed and a new intake screening shall be conducted by CONTRACTOR licensed health care staff commencing on the next CONTRACTOR shift.
6. CONTRACTOR shall provide an initial health assessment that includes medical history, and a physical and mental health assessment. Health assessments must be completed within ninety-six (96) hours for all detained youth. The health assessment must be conducted by a mid-level practitioner, physician, or registered nurse, using appropriate Standardized Nursing Protocol. Said Standardized Nursing Protocols and Mid-Level Practitioner Protocols shall be made available for COUNTY's DPH and/or DBH Director, or designee, and/or COUNTY's Health Officer for review. Additional health assessments of the detained youth shall be conducted annually after the initial health assessment is completed.
7. CONTRACTOR shall ensure that there is a process for all detained youth to initiate requests for health care services on a daily basis and that those requests are readily available to all detained youth. CONTRACTOR shall use a priority system to triage requests within twenty-four (24) hours, not to exceed seventy-two (72) hours. Triage of sick call requests will be conducted by a registered nurse or licensed vocational nurse, within their scope of practice.
8. CONTRACTOR shall be responsible for obtaining informed consent from the parent/legal guardian or court for the detained youth, except in cases of emergencies. Procedures to follow for obtaining informed consent from detainees are provided in the Policy and Procedure Guideline of the Fresno County Department of Public Health.
9. CONTRACTOR shall provide sick call 7-days/week, with emergency response on the weekends.

10. CONTRACTOR shall conduct sick call in designated areas of the clinics or housing units, in as much privacy as security concerns will allow.
11. CONTRACTOR shall provide emergency response care for minor trauma incidents (i.e., on-site medical care treatment for minor injuries such as sutures, sprains, etc.).
12. CONTRACTOR shall provide psychiatric and psychotropic medication monitoring for the detained youth population, as well as court-ordered evaluations pursuant to Penal Code 4011.6. CONTRACTOR shall provide crisis coverage 24/7 at COUNTY JJC. CONTRACTOR shall comply with the completion and submission of the JV220 Application Regarding Psychotropic Medication Judicial Council of California.
13. CONTRACTOR shall be responsible for all psychiatric emergency services including, intervention, crisis stabilization, and crisis de-escalation services for inmates within COUNTY JJC.
14. CONTRACTOR shall provide emergency, medically necessary and non-emergency dental services, including but not limited to exams, x-rays, extractions, and fillings for detained youth.
15. CONTRACTOR shall provide pharmaceutical services at the JJC facility, in accordance with NCCHC standards, and may subcontract with a qualified, State of California licensed on-site pharmacy to provide pharmacy services including, but not limited to:
  - a. Medical and psychotropic pharmaceuticals
  - b. Dispensing and delivery of medications
  - c. Over-the-counter medications
  - d. Pharmacist consulting services
  - e. Pharmaceutical electronic monitoring/ordering system
  - f. Pharmaceutical disposal services
16. CONTRACTOR shall provide on-site basic optometry services provided by a licensed optometrist. Services shall include assessment, treatment and consultation including examination of the eyes for health and vision problems and prescriptions for glasses. All optometry equipment and supplies will be the responsibility of the CONTRACTOR.
17. CONTRACTOR shall be responsible to provide prescription medications, as necessary, for detained youth "in custody" of PROBATION, that are on temporary authorized release.
18. . CONTRACTOR shall furnish and pay for the timely provision and repair of medical orthoses, prostheses, and other aids to impairment including, but not limited to, the following: braces, shoe inserts, splints, prostheses, prescription eyeglasses, hearing aids, corrective shoes, canes, walkers, and wheelchairs that are deemed medically necessary.
19. CONTRACTOR shall provide prenatal or obstetrical care (OB) services to detained youth. If the need arises to refer a detained youth to an off-site OB provider (depending on what type of obstetrical care is necessary), then the CONTRACTOR will need to coordinate



with JJC staff for transport for all off-site scheduled appointments. CONTRACTOR must coordinate care with DPH public health nurses for pregnant youth detained at JJC. Before starting any medications, CONTRACTOR will provide a pregnancy test to the youth suspected of being pregnant to confirm pregnancy. Any pregnant youth will be provided timely and appropriate prenatal care, counseling, specialized obstetrical services, postpartum care, when indicated. Care should be within nationally accepted care guidelines and will include:

- a. Pregnancy testing
- b. Comprehensive counseling in accordance with inmates expressed desires
- c. Routine and high-risk prenatal care
- d. Advice on appropriate levels of activity, safety precautions, and nutritional guidance
- e. Management of chemically addicted pregnant females
- f. Dietary supplements
- g. Observations for signs of toxemia

20. CONTRACTOR shall provide birth control, if medically necessary, and family planning education. CONTRACTOR will coordinate with outpatient providers for pregnancy termination services, in accordance with Title 15 and California Penal Code, section 3405 requirements. The selected bidder will be responsible for the costs of all pregnancy termination services. For females who are on a method of contraception at intake, continuation of contraception will be considered on a case-by-case basis. Plan-B will be available at intake for women who report the need for emergency contraception. Females desiring to initiate contraception, including long-term options, will be scheduled with a provider to discuss available and clinically appropriate options at the detained youth's request, 60 days prior to a scheduled release from custody.
21. CONTRACTOR shall provide on-call professional radiological (x-ray) and electrocardiograph (EKG) services. Said services must be made available at the COUNTY's JJC facility during clinic hours. CONTRACTOR must comply with the Radiation Control Laws and Regulations, as well as provide copies of resumes, licenses, and certifications of applicable staff.
22. CONTRACTOR shall be responsible for all laboratory services required for detained youth. STAT service requests must be made available and provided 24/7 by CONTRACTOR. CONTRACTOR will be responsible for all necessary supplies including, but not limited to, supplies for specimen collections, phlebotomy services, specimen pick-up and delivery, laboratory testing, critical test value reporting, and timely response for urgent and routine laboratory orders. CONTRACTOR or its subcontractors must be *CLIA* (Clinical Laboratory Improvement Amendments) certified. All laboratory services will be provided in accordance with Fresno County, State, and Federal client confidentiality requirement. STAT service requests must be made available and provided 24/7 by CONTRACTOR.
23. CONTRACTOR shall maintain standards and certification required by Clinical Laboratory Improvement Amendments (CLIA) and shall maintain Clinical Laboratory Registration

(CLR) with the State. All CLIA and CLR certification and/or registration fees will be the responsibility of CONTRACTOR.

23.24. CONTRACTOR shall obtain and maintain medical waste generator registration with the State of California for the JJC and develop a Medical Waste Management Plan, as required under the Medical Waste Management Act. CONTRACTOR shall be responsible for all fees associated with registration as a medical waste generator facility.

24.25. CONTRACTOR shall be responsible for the handling and disposal of medical and contaminated waste in accordance with all applicable state and local regulations.

25.26. CONTRACTOR shall provide for ancillary services (including coordination for laboratory, MRI) which can be performed off-site, but preferably shall be performed on-site. CONTRACTOR shall attempt to provide services on-site, as much as possible.

26.27. CONTRACTOR shall be responsible for dialysis treatments to detained youth in JJC that require dialysis treatment. CONTRACTOR shall attempt to provide on-site in order to minimize transportation and custody costs.

27.28. CONTRACTOR may provide psychiatry services via tele-psychiatry, as appropriate.

28.29. CONTRACTOR shall provide appropriate care coordination and linkage to care, including robust discharge planning, as appropriate. Care coordination shall include care provided while the youth is detained beginning at intake screening through to discharge planning including appropriate linkage to County-contracted or other community programs, upon release. Care coordination and collaboration must include the sharing of treatment-required information between providers essential to the provision of appropriate services and care, upon release of a detained youth from COUNTY's JJC. Care Coordination will also include the following:

- a. Coordinating aftercare arrangements
- b. Making referrals to appropriate community programs
- c. Coordinating appointments with community providers
- d. Ensuring medications are continued with a 14 day supply following release
- e. Assisting detained youth with applying for financial help, if necessary
- f. Assisting detained youth to linkage to programs as County's DBH Children's Division or other programs as applicable
- g. Coordinate with Public Health nurses upon release of detained youth who are pregnant

29.30. CONTRACTOR shall assist PROBATION in developing a "Discharge Plan" for all youth being released from JJC custody.

30.31. CONTRACTOR shall develop and maintain an adequate infectious disease control program.

31.32. CONTRACTOR shall assume responsibility for utilization management for all youth that are transported to an emergency department and/or are hospitalized for any length of time while in custody. CONTRACTOR shall review and monitor the inmate or ward's medical case and shall make a good faith effort to actively pursue discharge of the inmate or ward from the hospital and coordinate transportation of the detainee at the earliest possible time at which CONTRACTOR has the ability to resume appropriate treatment and medical care of said inmate or ward within JJC. CONTRACTOR shall obtain appropriate releases of information and coordinate discharge planning with the hospital/provider.

### **CLINIC AND RECORDS MANAGEMENT**

1. CONTRACTOR will maintain all records in accordance with Section 1205 of Title 15 of the California Code of Regulations, NCCHC accreditation guidelines and standards.
2. CONTRACTOR shall implement its own clinic management system within the COUNTY's JJC.
3. CONTRACTOR shall utilize an EHR system beginning on the contracted start date of services for documentation, management, and monitoring of detained youth's medical and behavioral health care. The EHR utilized by the previous COUNTY-contracted provider in the JJC is Electronic Offender Management Information System (eOMIS). CONTRACTOR shall be expected to transition systems in order to be operational by the contracted start date of services on the 1<sup>st</sup> day of July, 2018.

CONTRACTOR must maintain complete and accurate medical health, behavioral health, optometry and dental records separate from the JJC detained youth confinement records. In any criminal or civil litigation where the medical or behavioral health condition of a detained youth is at issue, and/or upon written request of County Counsel or Risk Management, CONTRACTOR must provide the DPH Director, DBH Director, and/or COUNTY Health Officer (and/or designees) with access to such records. In the event of a possible HIPAA violation/breach/allegation, CONTRACTOR will cooperate with the County's Privacy and Security Officer(s), or designee(s).

CONTRACTOR must allow designated COUNTY staff electronic read-only access to health records and to the full EHR system (including ability to view reports). Disclosure of medical and/or behavioral health information to JJC staff may be necessary for the health and safety of the detained youth and JJC staff and to properly manage or plan for placement and programming.

Existing health care records and all health care records prepared by CONTRACTOR will remain the property of the COUNTY. During this Agreement term, CONTRACTOR will act as the custodian of records for the COUNTY and shall respond to subpoenas regarding health care records and/or treatment. At the termination of this Agreement, all health care records will remain the property of the COUNTY.

CONTRACTOR will be responsible for responding to all records requests for medical and behavioral health care services in a timely manner and as allowable by HIPAA or other applicable laws, regulations, codes, and guidelines regarding medical and behavioral health care information. An accounting of records released shall be provided to PROBATION, DPH, and DBH at least quarterly.

4. COUNTY's DBH currently utilizes an EHR system, "Avatar" for management of behavioral health care records. CONTRACTOR must utilize this system to report all behavioral health care services provided to detained youth. Documentation of the behavioral health services should occur immediately and entry into the DBH EHR system should occur no later than 45 days after service has occurred. COUNTY's preference is for CONTRACTOR's EHR system to have the capability to upload/enter the services in real-time or at least daily. CONTRACTOR shall send any staff who enter records of behavioral health care services into Avatar to COUNTY DBH's Documentation and Billing Training as provided by COUNTY DBH's Managed Care Division.
5. CONTRACTOR shall provide MCIP reports to COUNTY regarding the utilization for said services, treatments, and related costs.
6. CONTRACTOR shall develop and implement a written medical and behavioral health care plan with clear goals, objectives and policies and procedures for the COUNTY's JJC, including services provided to youth for both medical and behavioral health care services. CONTRACTOR shall provide COUNTY with a copy of said written plan, including all policies and procedures, upon completion. CONTRACTOR shall also provide COUNTY with any updates to said written plan, policies and procedures, as developed, throughout the term of this Agreement.
7. CONTRACTOR shall be expected to respond promptly to any and all requests by the courts, via court order or subpoena, for medical or behavioral health care records.
8. CONTRACTOR shall work with DPH, DBH, and PROBATION staff, as appropriate, to define the CONTRACTOR's roles in case of a disaster. CONTRACTOR shall develop and implement written procedures for a medical disaster plan in case of emergency or threat whether accidental, natural, or man-made.
9. CONTRACTOR shall establish a medical and behavioral health care services audit committee comprised of CONTRACTOR's staff.
10. COUNTY is required by the State Department of Health Care Services to collect data pertaining to mental health clients and services provided. Therefore, CONTRACTOR shall be responsible to report all persons serviced and services provided in a mental health treatment program to COUNTY by entering the required components in COUNTY's DBH EMR system, "Avatar". A Client demographic record shall be recorded at initial contact with the youth during the booking/intake process and then Service records shall be recorded each time mental

health services are provided. Periodic records (which contain data elements that may change, i.e., living arrangements) shall be updated and recorded at initial contact, annually, and at formal discharge.

11. CONTRACTOR shall track and report performance and outcome measures. Specifically, CONTRACTOR shall utilize the California Child and Adolescent Needs and Strengths (“California CANS”) assessment to measure/assess the needs and strengths of the youth and their family in areas such as behavioral/emotional needs, risk behaviors, cultural considerations and transition to adulthood. Said tool shall be used at 1) initial assessment (at intake); 2) every 6 months; 3) at treatment planning update, and 4) at discharge.

## **PERFORMANCE AND OUTCOMES**

1. CONTRACTOR shall submit annual program information regarding performance and outcomes, including measures that have been tracked for these specific purposes, and percentage of target met. All measures (i.e., performance metrics as identified in Exhibit K) must meet the NCCHC standard as well as the requirements of the Remedial Plan as identified in this Agreement, as well as the categories identified below:

- a. Access to care: The ability of detained youth to receive the right service at the right time.

Examples include:

- 1) Timeliness of bridging prescriptions
- 2) Timeliness of identifying detained youth who are seriously emotionally disturbed
- 3) Timeliness between detained youth’s referral for assessment and completion of assessment; assessment to first treatment service; and, first treatment service to next follow-up
- 4) Timeliness of subsequent follow-up visits
- 5) Timeliness of response to sick call/health service requests

- b. Effectiveness: Objective results achieved through health care services.

Examples include:

- 1) Effectiveness of crisis interventions
- 2) Effectiveness of treatment interventions (medical and behavioral health indicators)
- 3) Effectiveness of discharge planning (such as percentage of detained youth who are successfully linked to COUNTY programs, community providers, and/or other community resources after release)
- 4) Timely continuity of verified community prescriptions for medication(s), upon detained youth’s release
- 5) Effectiveness of transportation coordination, upon release

- c. Efficiency: The demonstration of the relationship between results and the resources used to achieve them.

Examples include:

- 1) Cost per detained youth
- 2) Number of units of services per FTE (full time equivalent) by discipline
- 3) Number of detained youth served
- 4) Comparison of numbers served against industry standards

- d. Satisfaction and Compliance: The degree to which detained youth, COUNTY, and other stakeholders are satisfied with the services.

Examples include:

- 1) Audits and other performance and utilization reviews of health care services and compliance with Agreement terms and conditions herein
- 2) Surveys of persons served, family members, other health care providers, and other stakeholders

DPH, DBH, and/or PROBATION may adjust the performance and outcome measures periodically throughout the duration of this Agreement, as needed, to best measure the program as determined by COUNTY. CONTRACTOR shall utilize a computerized tracking system with which performance and outcome measures and other relevant inmate data, such as demographics, will be maintained. The data tracking system may be incorporated into the CONTRACTOR's EHR or be a stand-alone database. PROBATION, DPH, and DBH must be afforded read-only access to the data tracking system. Penalties for non-compliance may apply.

## **TRAINING/STAFF DEVELOPMENT**

1. CONTRACTOR shall provide adequate orientation and training, at its cost, to all staff under their direction, including all required annual HIPAA confidentiality training.
2. CONTRACTOR shall provide adequate annual training for JJC custody staff in medical and behavioral health observation of youth.
3. CONTRACTOR shall require a skills and competencies assessment of staff annually and include follow-up training, as required.
4. CONTRACTOR shall provide protocol and standardized procedures training, as appropriate.
5. CONTRACTOR shall assure the cultural competency of health care staff, which may be accomplished through regular training activities made available to all personnel.
6. CONTRACTOR shall comply with Prison Rape Elimination Act (PREA) of 2003 and agree to have all JJC staff trained initially and every two (2) years thereafter, by the PROBATION Department.

7. CONTRACTOR shall provide annual training for PROBATION correctional officers concerning various health care issues in the facilities. Such training will be jointly developed and scheduled at a mutual convenience, and may include subjects such as symptoms and signs of withdrawal, suicide prevention, seizures, diabetes, etc.

### **STAFFING/FACILITIES**

1. CONTRACTOR shall ensure that all personnel employed in the performance of this Agreement possess the required expertise, skill, and professional competence to perform their duties.
2. CONTRACTOR shall hire and maintain a Medical Director who will be responsible to assure the quality of health care provided within COUNTY's JJC and will provide clinical supervision to the mid-level practitioners and other ancillary personnel who perform services pursuant to this Agreement. The Medical Director must be a licensed physician. COUNTY prefers for the Medical Director to be Board Certified in internal medicine or family practice, but this is not a requirement. However, CONTRACTOR shall attempt to actively pursue recruiting a Board Certified Medical Director. The Medical Director must have thorough knowledge of all current principles and practices of medicine.

### **ADMINISTRATION**

1. CONTRACTOR shall maintain a collaborative and open relationship with the COUNTY's DPH, DBH, and PROBATION Departments in the provision of services and operations as well as future planning and evaluation of services.
2. CONTRACTOR shall communicate and consult frequently with the local medical community and other COUNTY-contracted providers, as well as family members including parents and guardians of the youth in custody, as allowable by HIPAA regulations, to provide the most complete evaluation and treatment of incarcerated individuals.
3. CONTRACTOR shall coordinate with PROBATION, and COUNTY's contracted emergency response ambulance provider, as needed, for emergency transportation needs.
4. CONTRACTOR shall make every effort to minimize the need to transport detained youth from JJC to other providers for treatment by providing expanded services on-site or by other methods to reduce outpatient costs as well as PROBATION's staff transportation and custody costs.
5. CONTRACTOR shall perform utilization review and case management services to monitor the necessity and appropriateness of inpatient hospital care and other outside medical services provided.

6. CONTRACTOR's health care personnel shall be available for court inquiries and/or appearances, when required. CONTRACTOR will be expected to participate in the Juvenile Delinquency Court protocol related to competency to stand trial (in accordance with Welfare & Institutions Code Section 709). It will be CONTRACTOR's responsibility to compensate their staff for court appearances, which shall be at no added cost to COUNTY.
7. In the event of a HIPAA breach, violation, or allegation, CONTRACTOR shall fully cooperate with COUNTY Privacy and Security Officers, or designees.
8. CONTRACTOR shall provide appropriate and adequate bilingual services, including on-site Spanish-speaking personnel for monolingual inmates. CONTRACTOR shall also make sign language interpretation available, as needed.
9. CONTRACTOR shall provide appropriate and adequate interpreter services to include, but not be limited to, the following COUNTY threshold languages: Spanish, Hmong, Laotian and Cambodian/Khmer.
10. CONTRACTOR shall establish and make available a process for receiving, investigating, and responding to and resolving any concerns relating to a detained youth (including families of said detained youth) grievances concerning medical or behavioral health care provided.
11. CONTRACTOR shall work with the COUNTY Health Officer who, under Section 1208 of the Penal Code, shall investigate health and sanitary conditions in every county detention facility. CONTRACTOR shall prepare for, and participate in, said annual health inspection of the COUNTY's JJC. CONTRACTOR shall be responsible for the remediation of reported non-compliance pertaining to the provision of medical or behavioral health care services.
12. CONTRACTOR shall cooperate fully in aiding COUNTY to investigate, adjust, settle, or defend any claim, action, or proceeding, including writs of habeas corpus, brought in connection with the provision of medical or behavioral health care with which CONTRACTOR may be connected.

CONTRACTOR shall establish and facilitate a medical and behavioral health care continuous quality improvement (CQI) committee comprised of CONTRACTOR's medical staff, and behavioral health staff with active participation of the COUNTY staff (to include the Chief Probation officer, DPH Director, County Health Officer, DBH Director, and/or designees thereof). Said CQI committee shall meet quarterly to identify opportunities to develop strategies for improvement in quality care provided to all youth. CONTRACTOR must be willing to cooperate with County staff and provide information as requested in a timely manner. CONTRACTOR shall provide a data-driven quality improvement program with actions that lead to measureable improvements in medical and behavioral health care services. Data and statistical reports shall be provided to the CQI committee members by CONTRACTOR. Minutes shall be taken, recorded, and disseminated to all invitees and participants of the CQI committee meetings.



13. CONTRACTOR must facilitate monthly administrative meetings. Monthly administrative meetings will include the COUNTY's PROBATION Chief Officer, DPH Director, County Health Officer, DBH Director, or their designees, and CONTRACTOR's staff. The purpose of said meetings will be to evaluate statistics, program needs, address problems/issues that may arise, and interrelationships between JJC staff, medical and behavioral health care services personnel as well as the CONTRACTOR's relationships with providers of emergency, inpatient, and outpatient specialty care services. Youth grievances filed will also be reviewed. Minutes shall be taken, recorded, and disseminated to all invitees and participants at the monthly administrative meetings.
14. On a monthly basis, CONTRACTOR's behavioral healthcare staff will review with a multidisciplinary team comprised of DPH, DBH, and Probation staff, the number of detained youth who have been under constant watch in the prior month, any suicide attempts, and/or any detained youth who were sent out of the facility to the Youth PHF for inpatient psychiatric hospitalization. Minutes shall be taken, recorded, and disseminated to all invitees and participants.
15. In the event of a detained youth's death, CONTRACTOR's physician will conduct a mortality review of the case and will present their findings in a multidisciplinary mortality review meeting to be attended by Probation, DPH, DBH, County Counsel, and CONTRACTOR's staff. If detained youth had a history of a mental illness, a psychological autopsy must also be performed by the CONTRACTOR's psychiatrist and the results shall be presented at the mortality review. Minutes shall be taken, recorded, and disseminated to all invitees and participants.
16. For all services provided by CONTRACTOR as described hereinabove, within this Exhibit A, CONTRACTOR shall provide reports to COUNTY regarding the utilization of said services, treatments, and related costs. CONTRACTOR shall compile all patient information necessary and obtain all CPT (current procedural terminology) codes identified by the provider and prepare a report which includes the following information for each emergency visit, inpatient hospitalization, and outpatient specialty care service provided:
  - Encounter ID
  - Probation Number
  - Youth Name
  - Youth Birthdate
  - Date of services
  - Encounter Category
  - Encounter Subcategory
  - Primary Diagnosis Category
  - Primary Diagnosis Code
  - Primary Diagnosis Description
  - Secondary Diagnosis Category
  - Secondary Diagnosis Code
  - Secondary Diagnosis Description
  - Cost of Service/Treatment Provided

CONTRACTOR shall submit these reports to COUNTY's DPH Director, or designee, on a quarterly basis. COUNTY may request additional report information throughout the term of the Agreement for the quarterly reports or on an ad hoc basis; however, in such circumstances, COUNTY and CONTRACTOR shall come to a mutually agreeable format of said reports.

17. CONTRACTOR shall provide Correctional Care Reports/STATs as identified in RFP 18-006, Exhibit E.

### **EXCEPTIONS TO TREATMENT**

1. CONTRACTOR will not be financially responsible for:
  - a. Treatment costs incurred after a detained youth is released from the COUNTY's physical custody.
  - b. Elective medical care:
    - i. Examples of elective medical care include: breast reconstruction, gastric bypass, facelift, or gender reassignment surgery.
  - c. Psychiatric inpatient admissions or inpatient hospital hospitalizations.
  - d. Health care services provided to an infant following birth, including all associated medical costs, will not be the responsibility of the CONTRACTOR.
  - e. Any costs associated with smoking cessation treatment or classes.
  - f. Any medical testing or obtaining samples, which are forensic in nature.
  - g. Any experimental treatments.
  - h. Any care provided without CONTRACTOR's prior knowledge.
2. CONTRACTOR will not be financially responsible for substance use disorder services for detained youth as these services are provided by COUNTY's subcontractor (as funded under the SAMHSA grant); however, CONTRACTOR shall maintain the responsibility to coordinate with COUNTY's DBH, and/or its subcontractor, for said services.
3. CONTRACTOR will not be responsible for additional costs that may occur as a result of an unusual widespread disturbance (e.g., youth riot) beyond the CONTRACTOR's control within any of the detention facility. Such disturbance will be considered to have caused a material effect to the CONTRACTOR's cost if mass casualties have resulted from a single incident and multiple youth (i.e., ten or more victims) are required to be transported off-site for immediate emergency and/or inpatient hospitalization care. If such event occurs, parties will agree to meet and negotiate in good faith.
4. CONTRACTOR shall be responsible for all medical and behavioral health care according to the terms of this Agreement while detained youth are legally "in custody" PROBATION. Detained youth are considered "in custody" upon booking of the youth until the time the detained youth is legally released from PROBATION custody and will be maintained in the daily JJC ADP count regardless of where they are physically. However, individuals on supervised probation, or those that may be housed in an unidentified location (e.g., a witness or

co-conspirator), shall not be included in the daily population count, and shall not be the responsibility of CONTRACTOR with respect to any claim, liability, cost, or expense for the payment and/or furnishing of health care services.

## MINIMUM STAFFING LEVELS

### Juvenile Justice Center – 15.5 Hour Coverage

#### Medical Services Staffing Plan

| Juvenile Facility<br>Medical Staffing - 15.5 Hours<br>Scheduled Weekly Hours |      |      |      |      |      |      |      |             |       |
|--|------|------|------|------|------|------|------|-------------|-------|
| Position   | SUN  | MON  | TUE  | WED  | THU  | FRI  | SAT  | Total Hours | FTEs  |
| <b>Day Shift</b>   |      |      |      |      |      |      |      |             |       |
| Medical Director   |      |      | 8.0  |      | 8.0  |      |      | 16.0        | 0.40  |
| NP/PA  |      | 8.0  | 8.0  | 8.0  | 8.0  | 8.0  |      | 40.0        | 1.00  |
| Program Administrator/RN   |      | 8.0  | 8.0  | 8.0  | 8.0  | 8.0  |      | 40.0        | 1.00  |
| RN   | 8.0  | 8.0  | 8.0  | 8.0  | 8.0  | 8.0  | 8.0  | 56.0        | 1.40  |
| LVN  | 8.0  | 16.0 | 16.0 | 16.0 | 16.0 | 16.0 | 8.0  | 96.0        | 2.40  |
| Administrative Assistant   |      | 8.0  | 8.0  | 8.0  | 8.0  | 8.0  |      | 40.0        | 1.00  |
| Dentist  |      |      | 4.0  |      | 4.0  |      |      | 8.0         | 0.20  |
| Dental Assistant   |      |      | 6.0  |      | 6.0  |      |      | 12.0        | 0.30  |
| Optometrist  |      |      |      | 4.0  |      |      |      | 4.0         | 0.10  |
| <b>Total Day Shift</b>   | 16.0 | 48.0 | 66.0 | 52.0 | 66.0 | 48.0 | 16.0 | 312.0       | 7.80  |
| <b>Evening Shift</b>   |      |      |      |      |      |      |      |             |       |
| RN   | 16.0 | 16.0 | 16.0 | 16.0 | 16.0 | 16.0 | 16.0 | 112.0       | 2.80  |
| LVN  | 8.0  | 8.0  | 8.0  | 8.0  | 8.0  | 8.0  | 8.0  | 56.0        | 1.40  |
| <b>Total Evening Shift</b>   | 24.0 | 24.0 | 24.0 | 24.0 | 24.0 | 24.0 | 24.0 | 168.0       | 4.20  |
| <b>Totals</b>  | 40.0 | 72.0 | 90.0 | 76.0 | 90.0 | 72.0 | 40.0 | 480.0       | 12.00 |

#### Behavioral Health Services Staffing Plan

| Juvenile Facility<br>Mental Health Staffing<br>Scheduled Weekly Hours |              |              |               |               |               |              |              |               |              |
|---|--------------|--------------|---------------|---------------|---------------|--------------|--------------|---------------|--------------|
| Position  | SUN          | MON          | TUE           | WED           | THU           | FRI          | SAT          | Total Hours   | FTEs         |
| <b>Day Shift</b>  |              |              |               |               |               |              |              |               |              |
| Psychiatrist  |              |              | 8.0           |               | 8.0           |              |              | 16.0          | 0.40         |
| Psychiatrist (telepsych)  |              |              |               | 8.0           |               |              |              | 8.0           | 0.20         |
| LCSW/LMFT   | 16.0         | 16.0         | 16.0          | 16.0          | 16.0          | 16.0         | 16.0         | 112.0         | 2.80         |
| <b>Total Day Shift</b>  | 16.0         | 16.0         | 24.0          | 24.0          | 24.0          | 16.0         | 16.0         | 136.0         | 3.40         |
| <b>Evening Shift</b>  |              |              |               |               |               |              |              |               |              |
| LCSW/LMFT   | 8.0          | 8.0          | 8.0           | 8.0           | 8.0           | 8.0          | 8.0          | 56.0          | 1.40         |
| <b>Total Evening Shift</b>  | 8.0          | 8.0          | 8.0           | 8.0           | 8.0           | 8.0          | 8.0          | 56.0          | 1.40         |
| <b>Totals</b>   | 24.0         | 24.0         | 32.0          | 32.0          | 32.0          | 24.0         | 24.0         | 192.0         | 4.80         |
| <b>Grand Totals</b>   |              |              |               |               |               |              |              |               |              |
|   | <b>64.00</b> | <b>96.00</b> | <b>122.00</b> | <b>108.00</b> | <b>122.00</b> | <b>96.00</b> | <b>64.00</b> | <b>672.00</b> | <b>16.80</b> |

**Subject: Hostage Situations****Policy Number: 326.0****Page: 1 of 2****Date Originated: April 1, 2004****Date Revised: February 1, 2008****Authority: Title 15; Section 1327;  
California Code of Regulations**

It is imperative for the safety and security of all persons within Juvenile Justice Campus (JJC) facilities, as well as for those in the community, that minors are not allowed to leave the secure confines of the facilities by the taking of a hostage(s). If successful in securing a release through these means minors would be much more likely in the future to use this practice again in an attempt to escape the confines of the facilities. This would put those visiting and working at the JJC at higher level of risk and would jeopardize the safety of the community if the minor was in fact successful in securing his/her release.

The JJC is a "no-hostage" facility. This means that minors will not be released from custody under any circumstances due to the taking of a hostage(s). Any staff person taken hostage, no matter what their rank or status, immediately loses their authority and any orders issued by that person will not be followed.

#### **I. HOSTAGE SITUATION PROCEDURES**

- A. If any minor(s) and/or other person(s) in the facility attempt to hold any person hostage, and they do not respond to verbal commands to stop staff will immediately notify the Watch Commander. He/she will respond to the location and assess the situation. If a hostage situation is in progress the Watch Commander will:
1. Summon assistance from other officers as required.
  2. Establish a secure perimeter around the hostage takers and allow no one to pass into it for any reason without authorization. Risks should not be taken that might allow the taking of additional hostages.
  3. Evacuate all non-essential persons at the scene to a safe location or any housing pod that is not directly involved in the incident.
  4. Direct officers to place minors in uninvolved housing pods in their rooms and have them remain there until directed otherwise. Minors outside of housing pods will remain in place under officer supervision until it is safe to return to their respective housing pods or any housing pod that is not directly involved in the incident.
  5. Immediately notify the Director or the Probation Services Manager/Assistant Director in his/her absence and confer with higher authority as to action to be taken. Administration in turn will notify the Chief.
- B. The Fresno Sheriff's Dispatch Center (488-3111) will be notified immediately and a request for a trained hostage negotiator and other emergency personnel will be made as needed. Prior to the arrival of the Sheriff Department's hostage negotiator the Watch Commander will attempt to ascertain:

1. The number and identity of both the hostages and hostage takers;
  2. Any known weapons possessed by the hostage takers;
  3. The demands of the hostage takers.
- C. The Watch Commander will retain and direct departing custody officers, as well as, available Probation peace officer staff to assist with security and safety needs, as necessary. Additional Juvenile Correctional Officers should be called in as may be needed to insure the safe and secure operation of the facility.
- D. The Watch Commander will coordinate with the Sheriff's Department all activities taken to resolve the hostage situation, including the use of appropriate force, and will maintain control of the facility until relieved of that duty by the presence of a Probation Services Manager/Assistant Director, Director, or the Chief Probation Officer.
- E. Once the hostage situation has been resolved the minors involved should be housed in the most secure setting available and all appropriate charges should be filed.
- F. Each officer and/or non-sworn staff member who was involved or observed the incident will complete an incident report and if required, the appropriate critical incident evaluation report(s) regarding the details of the incident prior to the end of his/her shift. (See Incident Report, located in JAS Probation View, under "Word Templates".)
- G. The Watch Commander will prepare a Critical Incident Investigation Report, using the Critical Incident Evaluation Report - Page 2 report form and the critical incident evaluation report(s) completed by the reporting persons at the time of the incident.

## **II. PARENTAL AND MEDIA INFORMATION**

- A. Attempts will be made at the direction of Administration to reach the families of the hostages to advise them of the situation. Notification will also be made to the parents of the hostage takers as deemed appropriate.
- B. All media inquiries will be referred to the Chief's office per departmental policy.

## **III. SECURITY AND OPERATIONAL REVIEW**

- A. Once the incident has been resolved a team will be established to conduct a security and operational review of the incident. The review will be conducted within 2 days of the resolution of the incident. The review team will be comprised of the facility administrator and/or facility Director, Probation Services Manager/Assistant Director and Supervising Juvenile Correctional Officers who are relevant to the incident. The team will review the circumstances leading up to the incident and any necessary corrective action necessary to insure that such an incident does not repeat itself.



# Fresno County Probation Department

Philip F. Kader, Interim Chief Probation Officer



Fresno County Probation Department  
3333 E. American Ave.  
Fresno, CA 93725

Attn: Personnel  
Phone: (559) 600-4825  
Fax: (559) 600-1307

## PROBATION VENDOR APPLICATION

### FOR PROBATION PERSONNEL USE ONLY

|                      |            |               |                  |
|----------------------|------------|---------------|------------------|
| Local Records Check: | CLETS/DMV: | Fingerprints: | TB Test Results: |
|----------------------|------------|---------------|------------------|

### CONTACT INFORMATION (Print clearly in ink)

Name: (Last, First, MI)

Maiden or other name(s) used:

Address: (number & street)

City

State

Zip Code

Driver's License # \_\_\_\_\_ SS#: \_\_\_\_\_ DOB: \_\_\_\_\_ SEX: \_\_\_\_\_

Phone #: ( ) \_\_\_\_\_ Email Address: \_\_\_\_\_

### EMPLOYMENT

Name of Current Employer

Position/Title

How Long

Address: (number & street)

City, State, Zip Code

Phone#

### PREA (Prison Rape Elimination ACT)

The Prison Rape Elimination Act (PREA) was passed in 2003. The purpose of the act is to "provide for the analysis of the incidence and effects of prison rape in Federal, State, and local institutions and to provide information, resources, recommendations and funding to protect individuals from prison rape."

- Will you be willing to abide by all **PREA** Standards, which will include an orientation/training ☐ Yes ☐ No
  - (Please note: Selecting "No" to the question above may result in the rejection of your application)
  - (If you answer "Yes" to any question below, please provide the date, offense, city/state & an explanation on a separate piece of paper and attach to this form)
- Have you ever been arrested for any crime(s) and/or arrested or convicted for sexual abuse, or any other sexual misconduct? ☐ Yes ☐ No
- Have you ever been investigated for sexual harassment? ☐ Yes ☐ No

**EMERGENCY CONTACTS**

List any medical conditions you feel we should be aware of:

\_\_\_\_\_

In case of an emergency, notify:

|   | Name | Telephone | Relationship |
|---|------|-----------|--------------|
| 1 |      |           |              |
| 2 |      |           |              |

**CONFIDENTIAL RELEASE OF INFORMATION**

In addition to completing this form, the following steps must be done:

- You must provide recent TB test results (from within the past 6 months).
- You will be subject to a background check, which may include fingerprints.

I grant my permission for the Probation Department to make background, criminal, and vehicle record checks, which are standard procedures for all vendor applicants.

I certify that all statements made on this application are true to the best of my knowledge. I understand that untruthful and/or misleading answers are cause for rejection of my application.

Applicant's Signature \_\_\_\_\_

\_\_\_\_\_ Date

Reviewer's Signature \_\_\_\_\_

☐ Approved

☐ Denied

\_\_\_\_\_ Date

**FOR OFFICE USE ONLY**

| JJC                     | Personnel                    |                 |
|-------------------------|------------------------------|-----------------|
| Date received:          | Date received:               | Date ID issued: |
| Approved by:            | Date sent to Administration: | ID issued to:   |
| Date sent to Personnel: | Date applicant contacted:    | Initials:       |
| Notes:                  |                              |                 |



# DPH Inventory / JJC Medical Services

| Correctional Health |                         |                       |       |         |   |         |            |          |                   |              |                |
|---------------------|-------------------------|-----------------------|-------|---------|---|---------|------------|----------|-------------------|--------------|----------------|
| Org #               | Assigned                | Asset                 | Inv # | FR/GR # | Description   | Model # | Serial #   | Room #   | Location          | Status       | Comments/Notes |
| 56201684            | Juvenile Justice Campus | Appliance             | 5489  |         | Aegis Scientific Freezer                                      |         |            | Med Room | Core Building 702 | In Inventory |                |
| 56201684            | Juvenile Justice Campus | Appliance             | 5490  |         | Aegis Scientific Refrigerator                                 |         |            | Med Room | Core Building 702 | In Inventory |                |
| 56201684            | Juvenile Justice Campus | Appliance             | 5513  |         | Fisher Scientific Traceable Refrigerator w/Alarm Thermometers |         | 828530     | Med Room | Core Building 702 | In Inventory |                |
| 56201684            | Juvenile Justice Campus | Appliance             | 5518  |         | General Electric Compact Refrigerator                         |         |            | Med Room | Core Building 702 | In Inventory |                |
| 56201684            | Juvenile Justice Campus | Lab/Medical Equipment | 5525  |         | Narcotic Lock Box   |         |            | Med Room | Core Building 702 | In Inventory |                |
| 56201684            | Juvenile Justice Campus | Appliance             | 5559  |         | Refrigerator  |         |            | C107     | Core Building 702 | In Inventory |                |
| 56201684            | Juvenile Justice Campus | Appliance             | 5561  |         | Refrigerator  |         |            | c131     | Core Building 702 | In Inventory |                |
| 56201684            | Juvenile Justice Campus | Appliance             | 5562  |         | Refrigerator/Freezer  |         |            | C131     | Core Building 702 | In Inventory |                |
| 56201684            | Juvenile Justice Campus | Appliance             | 5563  |         | Refrigerator/Freezer  |         |            | C115     | Core Building 702 | In Inventory |                |
| 56201684            | Juvenile Justice Campus | Appliance             | 5569  |         | Traceable Refrigerator w/Alarm Thermometer                    |         | 90843336   | C131     | Core Building 702 | In Inventory |                |
| 56201684            | Juvenile Justice Campus | Appliance             | 5570  |         | Tracable Refrigerator w/Alarm Thermometer                     |         | 101867378  | C131     | Core Building 702 | In Inventory |                |
| 56201684            | Juvenile Justice Campus | Office Equipment      | 5584  |         | Rolling File Trunk  |         |            | C114     | Core Building 702 | In Inventory |                |
| 56201684            | Juvenile Justice Campus | Office Equipment      | 5586  |         | Under Cabinet File 3 Drawer                                   |         |            | C115     | Core Building 702 | In Inventory |                |
| 56201684            | Juvenile Justice Campus | Office Equipment      | 5587  |         | Under Cabinet File 3 Drawer                                   |         |            | C115     | Core Building 702 | In Inventory |                |
| 56201684            | Juvenile Justice Campus | Office Equipment      | 5588  |         | Under Cabinet File 2 Drawer                                   |         |            | C115     | Core Building 702 | In Inventory |                |
| 56201684            | Juvenile Justice Campus | Office Equipment      | 5589  |         | Under Cabinet File 2 Drawer                                   |         |            | C115     | Core Building 702 | In Inventory |                |
| 56201684            | Juvenile Justice Campus | Appliance             | 5560  |         | Refrigerator  |         | 56A9931741 | C131     | Core Building 702 | In Inventory |                |
| 56201684            | Juvenile Justice Campus | Office Equipment      | 5590  |         | Under Cabinet File 2 Drawer                                   |         |            | C115     | Core Building 702 | In Inventory |                |
| 56201684            | Juvenile Justice Campus | Office Equipment      | 5591  |         | Under Cabinet File 2 Drawer                                   |         |            | C115     | Core Building 702 | In Inventory |                |
| 56201684            | Juvenile Justice Campus | Office Equipment      | 5592  |         | Under Cabinet File 2 Drawer                                   |         |            | C115     | Core Building 702 | In Inventory |                |
| 56201684            | Juvenile Justice Campus | Office Equipment      | 5593  |         | Under Cabinet File 2 Drawer                                   |         |            | C115     | Core Building 702 | In Inventory |                |
| 56201684            | Juvenile Justice Campus | Office Equipment      | 5594  |         | Holga Lateral File System on Tracks                           |         |            | C124     | Core Building 702 | In Inventory |                |
| 56201684            | Juvenile Justice Campus | Office Equipment      | 5595  |         | Holga Lateral File System on Tracks                           |         |            | C124     | Core Building 702 | In Inventory |                |

Report total items:

78

1 of 2

### DPH Inventory / JJC Medical Services

|          |                                      |                       |      |          |                                       |  |  |      |                   |              |  |
|----------|--------------------------------------|-----------------------|------|----------|---------------------------------------|--|--|------|-------------------|--------------|--|
| 56201684 | Juvenile Justice Campus              | Office Equipment      | 5596 |          | Holga Lateral File System on Tracks   |  |  | C124 | Core Building 702 | In Inventory |  |
| 56201684 | Juvenile Justice Campus              | Office Equipment      | 5597 |          | Holga Lateral File System on Tracks   |  |  | C124 | Core Building 702 | In Inventory |  |
| 56201684 | Juvenile Justice Campus              | Office Equipment      | 5598 |          | Holga Lateral File System on Tracks   |  |  | C124 | Core Building 702 | In Inventory |  |
| 56201684 | Juvenile Justice Campus              | Office Equipment      | 5601 |          | IBM Wheelwriter Typewriter            |  |  | C124 | Core Building 702 | In Inventory |  |
| 56201684 | Juvenile Justice Campus              | Office Equipment      | 5603 |          | Panasonic Fax Machine                 |  |  | C124 | Core Building 702 | In Inventory |  |
| 56201684 | Juvenile Justice Campus              | Office Equipment      | 5604 |          | Under Cabinet File 3 Drawer           |  |  | C125 | Core Building 702 | In Inventory |  |
| 56201684 | Juvenile Justice Campus              | Office Equipment      | 5605 |          | Under Cabinet File 3 Drawer           |  |  | C125 | Core Building 702 | In Inventory |  |
| 56201684 | Juvenile Justice Campus              | Office Equipment      | 5606 |          | Under Cabinet File 2 Drawer           |  |  | C125 | Core Building 702 | In Inventory |  |
| 56201684 | Juvenile Justice Campus              | Office Equipment      | 5607 |          | Under Cabinet File 2 Drawer           |  |  | C125 | Core Building 702 | In Inventory |  |
| 56201684 | Juvenile Justice Campus              | Office Equipment      | 5608 |          | Under Cabinet File 2 Drawer           |  |  | C125 | Core Building 702 | In Inventory |  |
| 56201684 | Juvenile Justice Campus              | Office Equipment      | 5609 |          | Under Cabinet File 2 Drawer           |  |  | C125 | Core Building 702 | In Inventory |  |
| 56201684 | Juvenile Justice Campus              | Printer               | 5796 | FR074918 | HP Laserjet 4050T                     |  |  |      | Core Building 702 | In Inventory |  |
| 56201684 | Juvenile Justice Campus              | Lab/Medical Equipment | 5554 |          | Privacy Curtain                       |  |  | C107 | JJC Building 706  | In Inventory |  |
| 56201684 | Juvenile Justice Campus              | Lab/Medical Equipment | 5503 |          | Exam Table                            |  |  | C107 | JJC Building 706  | In Inventory |  |
| 56201684 | Juvenile Justice Campus              | Lab/Medical Equipment | 5555 |          | Privacy Curtain                       |  |  | C107 | JJC Building 707  | In Inventory |  |
| 56201684 | Juvenile Justice Campus              | Lab/Medical Equipment | 5504 |          | Exam Table                            |  |  | C107 | JJC Building 707  | In Inventory |  |
| 56201684 | Juvenile Justice Campus              | Lab/Medical Equipment | 5556 |          | Privacy Curtain                       |  |  | C107 | JJC Building 708  | In Inventory |  |
| 56201684 | Juvenile Justice Campus              | Appliance             | 5516 |          | General Electric Compact Refrigerator |  |  | C107 | JJC Building 708  | In Inventory |  |
| 56201684 | Juvenile Justice Campus              | Lab/Medical Equipment | 5505 |          | Exam Table                            |  |  | C107 | JJC Building 708  | In Inventory |  |
| 56201684 | Juvenile Justice Campus              | Appliance             | 5517 |          | General Electric Compact Refrigerator |  |  | C107 | JJC Building 709  | In Inventory |  |
|          | <b>Correctional Health items: 43</b> |                       |      |          |                                       |  |  |      |                   |              |  |

2/28/18 LW

Report total items:

78

2 of 2

# **Fresno County Department of Behavioral Health**

## **Guiding Principles of Care Delivery**

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### **DBH VISION:**

Health and well-being for our community.

### **DBH MISSION:**

The Department of Behavioral Health is dedicated to supporting the wellness of individuals, families and communities in Fresno County who are affected by, or are at risk of, mental illness and/or substance use disorders through cultivation of strengths toward promoting recovery in the least restrictive environment.

### **DBH GOALS:**

Quadruple Aim

- Deliver quality care
- Maximize resources while focusing on efficiency
- Provide an excellent care experience
- Promote workforce well-being

### **GUIDING PRINCIPLES OF CARE DELIVERY:**

The DBH 11 principles of care delivery define and guide a system that strives for excellence in the provision of behavioral health services where the values of wellness, resiliency, and recovery are central to the development of programs, services, and workforce. The principles provide the clinical framework that influences decision-making on all aspects of care delivery including program design and implementation, service delivery, training of the workforce, allocation of resources, and measurement of outcomes.

#### **1. Principle One - Timely Access & Integrated Services**

- Individuals and families are connected with services in a manner that is streamlined, effective, and seamless
- Collaborative care coordination occurs across agencies, plans for care are integrated, and whole person care considers all life domains such as health, education, employment, housing, and spirituality
- Barriers to access and treatment are identified and addressed
- Excellent customer service ensures individuals and families are transitioned from one point of care to another without disruption of care

# **Fresno County Department of Behavioral Health**

## **Guiding Principles of Care Delivery**

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### 2. Principle Two - Strengths-based

- Positive change occurs within the context of genuine trusting relationships
- Individuals, families, and communities are resourceful and resilient in the way they solve problems
- Hope and optimism is created through identification of, and focus on, the unique abilities of individuals and families

### 3. Principle Three - Person-driven and Family-driven

- Self-determination and self-direction are the foundations for recovery
- Individuals and families optimize their autonomy and independence by leading the process, including the identification of strengths, needs, and preferences
- Providers contribute clinical expertise, provide options, and support individuals and families in informed decision making, developing goals and objectives, and identifying pathways to recovery
- Individuals and families partner with their provider in determining the services and supports that would be most effective and helpful and they exercise choice in the services and supports they receive

### 4. Principle Four - Inclusive of Natural Supports

- The person served identifies and defines family and other natural supports to be included in care
- Individuals and families speak for themselves
- Natural support systems are vital to successful recovery and the maintaining of ongoing wellness; these supports include personal associations and relationships typically developed in the community that enhance a person's quality of life
- Providers assist individuals and families in developing and utilizing natural supports.

### 5. Principle Five - Clinical Significance and Evidence Based Practices (EBP)

- Services are effective, resulting in a noticeable change in daily life that is measurable.
- Clinical practice is informed by best available research evidence, best clinical expertise, and client values and preferences
- Other clinically significant interventions such as innovative, promising, and emerging practices are embraced

## **Fresno County Department of Behavioral Health**

### **Guiding Principles of Care Delivery**

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#### **6. Principle Six - Culturally Responsive**

- Values, traditions, and beliefs specific to an individual's or family's culture(s) are valued and referenced in the path of wellness, resilience, and recovery
- Services are culturally grounded, congruent, and personalized to reflect the unique cultural experience of each individual and family
- Providers exhibit the highest level of cultural humility and sensitivity to the self-identified culture(s) of the person or family served in striving to achieve the greatest competency in care delivery

#### **7. Principle Seven - Trauma-informed and Trauma-responsive**

- The widespread impacts of all types of trauma are recognized and the various potential paths for recovery from trauma are understood
- Signs and symptoms of trauma in individuals, families, staff, and others are recognized and persons receive trauma-informed responses
- Physical, psychological and emotional safety for individuals, families, and providers is emphasized

#### **8. Principle Eight - Co-occurring Capable**

- Services are reflective of whole-person care; providers understand the influence of bio-psycho-social factors and the interactions between physical health, mental health, and substance use disorders
- Treatment of substance use disorders and mental health disorders are integrated; a provider or team may deliver treatment for mental health and substance use disorders at the same time

#### **9. Principle Nine - Stages of Change, Motivation, and Harm Reduction**

- Interventions are motivation-based and adapted to the client's stage of change
- Progression through stages of change are supported through positive working relationships and alliances that are motivating
- Providers support individuals and families to develop strategies aimed at reducing negative outcomes of substance misuse through a harm reduction approach
- Each individual defines their own recovery and recovers at their own pace when provided with sufficient time and support

## **Fresno County Department of Behavioral Health**

### **Guiding Principles of Care Delivery**

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#### **10. Principle Ten - Continuous Quality Improvement and Outcomes-Driven**

- Individual and program outcomes are collected and evaluated for quality and efficacy
- Strategies are implemented to achieve a system of continuous quality improvement and improved performance outcomes
- Providers participate in ongoing professional development activities needed for proficiency in practice and implementation of treatment models

#### **11. Principle Eleven - Health and Wellness Promotion, Illness and Harm Prevention, and Stigma Reduction**

- The rights of all people are respected
- Behavioral health is recognized as integral to individual and community well-being
- Promotion of health and wellness is interwoven throughout all aspects of DBH services
- Specific strategies to prevent illness and harm are implemented at the individual, family, program, and community levels
- Stigma is actively reduced by promoting awareness, accountability, and positive change in attitudes, beliefs, practices, and policies within all systems
- The vision of health and well-being for our community is continually addressed through collaborations between providers, individuals, families, and community members

**FRESNO COUNTY DEPARTMENT OF BEHAVIORAL HEALTH  
MENTAL HEALTH REQUIREMENTS**

COUNTY's Department of Behavioral Health (DBH) is firmly committed to full compliance with all applicable laws, regulations, rules and guidelines that apply to the provision and payment of mental health care services. Any of CONTRACTOR's employees and/or its subcontractors who provide behavioral health care services to inmates shall comply with the specific areas of requirements included within this Exhibit F.

**CONTRACTOR CODE OF CONDUCT AND ETHICS**

The manner in which providers of behavioral health care services conduct themselves is a vital part of this commitment to the compliance of all applicable requirements. COUNTY's DBH has established this Contractor Code of Conduct and Ethics with which CONTRACTOR, its employees, and its subcontractors shall comply. CONTRACTOR shall require any of its employees and subcontractors who provide mental health care services to attend a compliance training that will be provided by COUNTY's DBH. After completion of this training, CONTRACTOR's employee(s) and/or subcontractor(s) must sign the Contractor Acknowledgment and Agreement form and return this form to the COUNTY's DBH Compliance Officer, or designee.

**CONTRACTOR, its employees, and its subcontractors shall:**

1. Comply with all applicable laws, regulations, rules or guidelines when providing any behavioral health care service.
2. Conduct themselves honestly, fairly, courteously and with a high degree of integrity in their professional dealing related to their contract with the COUNTY and avoid any conduct that could reasonably be expected to reflect adversely upon the integrity of the COUNTY.
3. Treat COUNTY employees, clients, and other behavioral health providers fairly and with respect.
4. NOT engage in any activity in violation of the COUNTY's Compliance Program, nor engage in any other conduct which violates any applicable law, regulation, rule or guideline.

5. Take precautions to ensure that behavioral health service information is prepared and submitted accurately and timely in the COUNTY's DBH electronic health record (EHR), "Avatar" and that all documented information is consistent with all applicable laws, regulations, rules or guidelines.
6. Ensure that no false, fraudulent, inaccurate or fictitious claims of any kind are submitted.
7. Submit only eligible services actually rendered and fully documented. Use billing codes that accurately describe the services provided.
8. Act promptly to investigate and correct problems if errors in services submitted are discovered.
9. Promptly report to the COUNTY's DBH Compliance Officer any suspected violation(s) of this Code of Conduct and Ethics by COUNTY employees or other behavioral health care providers, or report any activity that they believe may violate the standards of the COUNTY Compliance Program, or any other applicable law, regulation, rule or guideline. COUNTY prohibits retaliation against any person making a report. Any person engaging in any form of retaliation will be subject to disciplinary or other appropriate action by the COUNTY. Contractor may report anonymously.
10. Consult with the COUNTY's DBH Compliance Officer if you have any questions or are uncertain of any COUNTY Compliance Program standard or any other applicable law, regulation, rule or guideline.
11. Immediately notify the COUNTY Compliance Officer if they become or may become an "Ineligible Person" and therefore excluded from participation in the Federal Health Care Programs.



## **Fresno County Mental Health Compliance Program**

### **Contractor Acknowledgment and Agreement**

I hereby acknowledge that I have received, read and understand the Contractor Code of Conduct and Ethics. I hereby acknowledge that I have received training and information on the Fresno County Mental Health Compliance Program and understand the contents thereof. I further agree to abide by the Contractor Code of Conduct and Ethics, and all Compliance Program requirements as they apply to my responsibilities as a mental health contractor for Fresno County.

I understand and accept my responsibilities under this Agreement. I further understand that any violation of the Contractor Code of Conduct and Ethics or the Compliance Program is a violation of County policy and may also be a violation of applicable laws, regulations, rules or guidelines. I further understand that violation of the Contractor Code of Conduct and Ethics or the Compliance Program may result in termination of my agreement with Fresno County. I further understand that Fresno County will report me to the appropriate Federal or State agency.

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#### **For Individual Providers**

Name (print): \_\_\_\_\_

Discipline: ☐ Psychiatrist ☐ Psychologist ☐ LCSW ☐ LMFT

Signature: \_\_\_\_\_ Date: \_\_\_\_/\_\_\_\_/\_\_\_\_

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#### **For Group or Organizational Providers**

Group/Org. Name (print): \_\_\_\_\_

Employee Name (print): \_\_\_\_\_

Discipline: ☐ Psychiatrist ☐ Psychologist ☐ LCSW ☐ LMFT

☐ Other: \_\_\_\_\_

Job Title (if different from Discipline): \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_/\_\_\_\_/\_\_\_\_

## DOCUMENTATION STANDARDS FOR CLIENT RECORDS

The documentation standards, as required by the State Department of Health Care Services, are described below under key topics related to client care. All standards must be addressed in the client mental health record; however, there is no requirement that the record have a specific document or section addressing these topics. **All medical records shall be maintained for a minimum of ten (10) years from the date of the end of this Agreement.**

### **A. Assessments**

1. The following areas will be included as appropriate as a part of a comprehensive client record.
  - Relevant physical health conditions reported by the client will be prominently identified and updated as appropriate.
  - Presenting problems and relevant conditions affecting the client's physical health and mental health status will be documented, for example: living situation, daily activities, and social support.
  - Documentation will describe client's strengths in achieving client plan goals.
  - Special status situations that present a risk to clients or others will be prominently documented and updated, as appropriate.
  - Documentations will include medications that have been prescribed by psychiatrists, dosage of each medication, dates of initial prescriptions and refills, and documentations of informed consent for medications.
  - Client self-report of allergies and adverse reactions to medications, or lack of known allergies/sensitivities, will be clearly documented.
  - A mental health history will be documented, including: previous treatment dates, providers, therapeutic interventions and responses, sources of clinical data, applicable family information, and results of relevant lab tests and consultation reports.
  - Documentations will include past and present use of tobacco, alcohol, and caffeine, as well as illicit, prescribed and over-the-counter drugs.
  - A relevant mental status examination will be documented.
  - A DSM-5 diagnosis, or a diagnosis from the most current ICD, will be documented, consistent with the presenting problems, history mental status evaluation and/or other assessment data.
2. Timeliness/Frequency Standard for Assessment
  - An assessment will be completed at intake and updated, as needed, to document changes in the client's condition.
  - Client conditions will be assessed at least annually and, in most cases, at more frequent intervals.

### **B. Client Plans**

1. Client plans will:
  - have specific observable and/or specific quantifiable goals
  - identify the proposed type(s) of intervention
  - have a proposed duration of intervention(s)
  - be signed (or electronic equivalent) by:
    - the person providing the service(s), or
    - a person representing a team or program providing services, or

- when the client plan is used to establish that the services are provided under the direction of an approved category of staff, and if the below staff are not the approved category,
  - a physician
  - a licensed/ "waivered" psychologist
  - a licensed/ "associate" social worker
  - a licensed/ registered/marriage and family therapist or
  - a registered nurse
  - In addition,
    - client plans will be consistent with the diagnosis, and the focus of intervention will be consistent with the client plan goals, and there will be documentation of the client's participation in and agreement with the plan. Examples of the documentation include, but are not limited to: reference to the client's participation and agreement in the body of the plan, client signature on the plan, or a description of the client's participation and agreement in progress notes.
    - client signature on the plan will be used as the means by which the CONTRACTOR documents the participation of the client
    - when the client's signature is required on the client plan and the client refuses or is unavailable for signature, the client plan will include a written explanation of the refusal or unavailability.
  - CONTRACTOR will give a copy of the client plan to the client upon request.
2. Timeliness/Frequency of Client Plan:
- Will be updated at least annually
  - CONTRACTOR will establish standards for timeliness and frequency for the individual elements of the client plan described in item 1 above.

### **C. Progress Notes**

1. Items that must be contained in the client record related to the client's progress in treatment include:
- The client record will provide timely documentation of relevant aspects of client care
  - Mental health staff/practitioners will use client records to document client encounters, including relevant clinical decisions and interventions
  - All entries in the client record will include the signature of the person providing the service (or electronic equivalent); the person's professional degree, licensure or job title; and the relevant identification number, if applicable
  - All entries will include the date services were provided
  - The record will be legible
  - The client record will document follow-up care, or as appropriate, a discharge summary
2. Timeliness/Frequency of Progress Notes:  
Progress notes shall be documented at the frequency by type of service indicated below:
- Every Service Contact
    - Mental Health Services
    - Medication Support Services
    - Crisis Intervention

STATE DEPARTMENT OF HEALTH CARE – MENTAL HEALTH REQUIREMENTS

**1. CONTROL REQUIREMENTS**

The COUNTY and its subcontractors shall provide services in accordance with all applicable Federal and State statutes and regulations.

**2. PROFESSIONAL LICENSURE**

All (professional level) persons employed by the COUNTY Mental Health Program (directly or through contract) providing Short-Doyle/Medi-Cal services have met applicable professional licensure requirements pursuant to Business and Professions and Welfare and Institutions Codes.

**3. CONFIDENTIALITY**

CONTRACTOR shall conform to and COUNTY shall monitor compliance with all State of California and Federal statutes and regulations regarding confidentiality, including but not limited to confidentiality of information requirements at 42, Code of Federal Regulations Sections 2.1 *et seq*; California Welfare and Institutions Code, Sections 14100.2, 11977, 11812, 5328; Division 10.5 and 10.6 of the California Health and Safety Code; Title 22, California Code of Regulations, Section 51009; and Division 1, Part 2.6, Chapters 1-7 of the California Civil Code.

**4. NON-DISCRIMINATION**

A. Eligibility for Services

CONTRACTOR shall prepare and make available to COUNTY and to the inmates all eligibility requirements to receive behavioral health care services as set forth in this Agreement. No person shall, because of ethnic group identification, age, gender, color, disability, medical condition, national origin, race, ancestry, marital status, religion, religious creed, political belief or sexual preference be excluded from participation, be denied benefits of, or be subject to discrimination under any program or activity receiving Federal or State of California assistance.

B. Employment Opportunity

CONTRACTOR shall comply with COUNTY policy, and the Equal Employment Opportunity Commission guidelines, which forbids discrimination against any person on the grounds of race, color, national origin, sex, religion, age, disability status, or sexual preference in employment practices. Such practices include retirement, recruitment advertising, hiring, layoff, termination, upgrading, demotion, transfer, rates of pay or other forms of compensation, use of facilities, and other terms and conditions of employment.

C. Suspension of Compensation

If an allegation of discrimination occurs, COUNTY may withhold all further funds, until CONTRACTOR can show clear and convincing evidence to the satisfaction of COUNTY that funds provided under this Agreement were not used in connection with the alleged discrimination.

D. Nepotism

Except by consent of COUNTY's Department of Behavioral Health Director, or designee, no person shall be employed by CONTRACTOR who is related by blood or marriage to, or who is a member of the Board of Directors or an officer of CONTRACTOR.

5. PATIENTS' RIGHTS

CONTRACTOR shall comply with applicable laws and regulations, including but not limited to, laws, regulations, and State policies relating to patients' rights.

STATE CONTRACTOR CERTIFICATION CLAUSES

1. STATEMENT OF COMPLIANCE:

CONTRACTOR has, unless exempted, complied with the non-discrimination program requirements. (Gov. Code § 12990 (a-f) and CCR, Title 2, Section 111 02) (Not applicable to public entities.)

2. DRUG-FREE WORKPLACE REQUIREMENTS:

CONTRACTOR will comply with the requirements of the Drug-Free Workplace Act of 1990 and will provide a drug-free workplace by taking the following actions:

- a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.
- b. Establish a Drug-Free Awareness Program to inform employees about:
  - 1) the dangers of drug abuse in the workplace;
  - 2) the person's or organization's policy of maintaining a drug-free workplace;
  - 3) any available counseling, rehabilitation and employee assistance programs; and,
  - 4) penalties that may be imposed upon employees for drug abuse violations.
- c. Every employee who works under the terms and conditions of this Agreement will:
  - 1) receive a copy of the company's drug-free workplace policy statement; and,
  - 2) agree to abide by the terms of the company's statement as a condition of employment under this Agreement.

Failure to comply with these requirements may result in suspension of payments under this Agreement or termination of this Agreement or both and CONTRACTOR may be ineligible for award of any future State agreements if the department determines that any of the following has occurred: the CONTRACTOR has made false certification, or violated the certification by failing to carry out the requirements as noted above. (Gov. Code §8350 et seq.)

3. NATIONAL LABOR RELATIONS BOARD CERTIFICATION:

CONTRACTOR certifies that no more than one (1) final unappealable finding of contempt of court by a Federal court has been issued against CONTRACTOR within the immediately preceding two (2) year period because of CONTRACTOR's failure to comply with an order of a Federal court, which

orders CONTRACTOR to comply with an order of the National Labor Relations Board. (Pub. Contract Code §10296) (Not applicable to public entities.)

4. CONTRACTS FOR LEGAL SERVICES \$50,000 OR MORE- PRO BONO REQUIREMENT:

CONTRACTOR hereby certifies that CONTRACTOR will comply with the requirements of Section 6072 of the Business and Professions Code, effective January 1, 2003.

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

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

5. EXPATRIATE CORPORATIONS:

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

6. SWEATFREE CODE OF CONDUCT:

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

b. The CONTRACTOR agrees to cooperate fully in providing reasonable access to the CONTRACTOR's records, documents, agents or employees, or premises if reasonably required by authorized officials of the contracting agency, the Department of Industrial Relations, or the Department of Justice to determine the contractor's compliance with the requirements under paragraph (a).

7. DOMESTIC PARTNERS:

For contracts of \$100,000 or more, CONTRACTOR certifies that CONTRACTOR is in compliance with Public Contract Code section 10295.3.

8. GENDER IDENTITY:

For contracts of \$100,000 or more, CONTRACTOR certifies that CONTRACTOR is in compliance with Public Contract Code section 10295.35.

DOING BUSINESS WITH THE STATE OF CALIFORNIA

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

1. CONFLICT OF INTEREST:

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

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

1) No officer or employee shall engage in any employment, activity or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any state agency, unless the employment, activity or enterprise is required as a condition of regular state employment.

2) No officer or employee shall contract on his or her own behalf as an independent contractor with any state agency to provide goods or services.

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

1) For the two (2) year period from the date he or she left state employment, no former state officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements or any part of the decision-making process relevant to the contract while employed in any capacity by any state agency.

2) For the twelve (12) month period from the date he or she left state employment, no former state officer or employee may enter into a contract with any state agency if he or she was employed by that state agency in a policy-making position in the same general subject area as the proposed contract within the 12-month period prior to his or her leaving state service.

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

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

2. LABOR CODE/WORKERS' COMPENSATION:

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

3. AMERICANS WITH DISABILITIES ACT:

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

4. CONTRACTOR NAME CHANGE:

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

5. CORPORATE QUALIFICATIONS TO DO BUSINESS IN CALIFORNIA:

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

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

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

6. RESOLUTION:

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

7. AIR OR WATER POLLUTION VIOLATION:

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

8. PAYEE DATA RECORD FORM STD. 204:

This form must be completed by all CONTRACTORs that are not another state agency or other governmental entity.

9. INSPECTION and Audit of Records and access to Facilities:

The State, CMS, the Office of the Inspector General, the Comptroller General, and their designees may, at any time, inspect and audit any records or documents of CONTRACTOR or its subcontractors, and may, at any time, inspect the premises, physical facilities, and equipment where Medicaid-related activities or work is conducted. The right to audit under this section exists for ten (10) years from the final date of the contract period or from the date of completion of any audit, whichever is later.



Federal database checks. Consistent with the requirements at § 455.436 of this chapter, the State must confirm the identity and determine the exclusion status of CONTRACTOR, any subcontractor, as well as any person with an ownership or control interest, or who is an agent or managing employee of CONTRACTOR through routine checks of Federal databases. This includes the Social Security Administration's Death Master File, the National Plan and Provider Enumeration System (NPES), the List of Excluded Individuals/Entities (LEIE), the System for Award Management (SAM), and any other databases as the State or Secretary may prescribe. These databases must be consulted upon contracting and no less frequently than monthly thereafter. If the State finds a party that is excluded, it must promptly notify the CONTRACTOR and take action consistent with § 438.610(c).

The State must ensure that CONTRACTOR with which the State contracts under this part is not located outside of the United States and that no claims paid by a CONTRACTOR to a network provider, out-of-network provider, subcontractor or financial institution located outside of the U.S. are considered in the development of actuarially sound capitation rates.

#### PROTOCOL FOR COMPLETION OF INCIDENT REPORT

- An Incident Report shall be completed for all incidents involving inmates receiving behavioral health care services. The staff person who becomes aware of the incident shall complete this form, and their supervisor shall co-sign the form.
- When more than one (1) inmate is involved in an incident, a separate form shall be completed for each inmate.

Where the forms should be sent - within 24 hours from the time of the incident:

- Incident Report should be sent to:  
DBH Deputy Director (or designee)

## INCIDENT REPORT WORKSHEET

When did this happen? (date/time) \_\_\_\_\_ Where did this happen? \_\_\_\_\_

Name/DMH # \_\_\_\_\_

**1. Background information of the incident:**

**2. Method of investigation:** (chart review, face-to-face interview, etc.)

Who was affected? (If other than consumer) \_\_\_\_\_

List key people involved. (witnesses, visitors, physicians, employees) \_\_\_\_\_

**3. Preliminary findings:** How did it happen? Sequence of events. Be specific. If attachments are needed write comments on an 8 1/2 sheet of paper and attach to worksheet.

**Outcome severity:** *Nonexistent* ☐ *inconsequential* ☐ *consequential* ☐ *death* ☐ *not applicable* ☐ *unknown* ☐

**4. Response:** a) corrective action, b) Plan of Action, c) other

Completed by (print name) \_\_\_\_\_

Completed by (signature) \_\_\_\_\_ Date completed \_\_\_\_\_

Reviewed by Supervisor (print name) \_\_\_\_\_

Supervisor Signature \_\_\_\_\_ Date \_\_\_\_\_

# CFMG PAYMENT SCHEDULE - 15.5 Hour Schedule

BASE AMOUNT EXCLUDES IN-PATIENT CARE SERVICES\*

|                           | YEAR 1<br>7/1/2018 - 6/30/2019 | YEAR 2<br>7/1/2019 - 6/30/2020 | YEAR 3<br>7/1/2020 - 6/30/2021 | YEAR 4<br>7/1/2021 - 6/30/2022 | YEAR 5<br>7/1/2022 - 6/30/2023 |
|---------------------------|--------------------------------|--------------------------------|--------------------------------|--------------------------------|--------------------------------|
| <b>Base Amount*</b>       | \$ 3,210,984.00                | \$ 3,307,314.00                | \$ 3,406,533.00                | \$ 3,508,729.00                | \$ 3,613,991.00                |
|                           |                                | 3%                             | 3%                             | 3%                             | 3%                             |
| <b>MONTHLY TOTALS:</b>    |                                |                                |                                |                                |                                |
| <b>JULY</b>               | \$ 267,582.00                  | \$ 275,609.50                  | \$ 283,877.75                  | \$ 292,394.08                  | \$ 301,165.92                  |
| <b>AUGUST</b>             | \$ 267,582.00                  | \$ 275,609.50                  | \$ 283,877.75                  | \$ 292,394.08                  | \$ 301,165.92                  |
| <b>SEPTEMBER</b>          | \$ 267,582.00                  | \$ 275,609.50                  | \$ 283,877.75                  | \$ 292,394.08                  | \$ 301,165.92                  |
| <b>OCTOBER</b>            | \$ 267,582.00                  | \$ 275,609.50                  | \$ 283,877.75                  | \$ 292,394.08                  | \$ 301,165.92                  |
| <b>NOVEMBER</b>           | \$ 267,582.00                  | \$ 275,609.50                  | \$ 283,877.75                  | \$ 292,394.08                  | \$ 301,165.92                  |
| <b>DECEMBER</b>           | \$ 267,582.00                  | \$ 275,609.50                  | \$ 283,877.75                  | \$ 292,394.08                  | \$ 301,165.92                  |
| <b>JANUARY</b>            | \$ 267,582.00                  | \$ 275,609.50                  | \$ 283,877.75                  | \$ 292,394.08                  | \$ 301,165.92                  |
| <b>FEBRUARY</b>           | \$ 267,582.00                  | \$ 275,609.50                  | \$ 283,877.75                  | \$ 292,394.08                  | \$ 301,165.92                  |
| <b>MARCH</b>              | \$ 267,582.00                  | \$ 275,609.50                  | \$ 283,877.75                  | \$ 292,394.08                  | \$ 301,165.92                  |
| <b>APRIL</b>              | \$ 267,582.00                  | \$ 275,609.50                  | \$ 283,877.75                  | \$ 292,394.08                  | \$ 301,165.92                  |
| <b>MAY</b>                | \$ 267,582.00                  | \$ 275,609.50                  | \$ 283,877.75                  | \$ 292,394.08                  | \$ 301,165.92                  |
| <b>JUNE</b>               | \$ 267,582.00                  | \$ 275,609.50                  | \$ 283,877.75                  | \$ 292,394.08                  | \$ 301,165.92                  |
|                           | \$ 3,210,984.00                | \$ 3,307,314.00                | \$ 3,406,533.00                | \$ 3,508,729.00                | \$ 3,613,991.00                |
| <b>YEARS 1-3 TOTAL:</b>   | \$ 9,924,831.00                |                                |                                |                                |                                |
| <b>YEARS 1-5** TOTAL:</b> | \$ 17,047,551.00               |                                |                                |                                |                                |

Years two through five includes an increase of 3%.

\*\*Years four and five are additional 12-month period extensions, if performance standards are met by the CONTRACTOR.

**Intake and TB screening/testing**

- Number/percentage of youths who received TB testing within 5 days of intake.
- Number of youths with initial positive TB screening result who receive a chest x-ray within five (5) days.

**Access to Care/Health Care Services**

- Number/percentage of health service request forms (medical, dental, mental health, or other) triaged within 24 hours. Request forms must be signed/dated by RN with priority and disposition documented.
- Number of inmates evaluated by a provider immediately for emergent medical, mental or dental request.
- Number inmates evaluated by a provider within 24 hours of an urgent medical, mental or dental request.
- Number of inmates scheduled to be seen by a provider within 72 hours of a non-urgent request for medical, dental or mental services.
- Average number of days between the receipt of routine requests to initial face-to-face evaluation by a RN, physician/mid-level, psychiatrist, LMHC, or dentist.
- Number of inmates referred by nurse to physician or mid-level and seen immediately for emergent problems, within 24 hours for urgent concerns, and within 14 days for non-urgent concerns.
- Number of scheduled sick call appointments by provider type (Nursing, Physician or mid-level, Dental, Psychiatric, LMHC)
- Number of missed appointments and reason(s)
  - Refusal/No show
  - Cancelled by provider
  - Rescheduled by provider
  - Custody escort not available
  - Provider absent
- Number of inmates monitored for drug and/or alcohol withdrawal
- Number of inmates being detoxified and monitored by a physician
- Number of inmates admitted to OHU and assessed by a physician (H&P) within 72 hours.
- Number of inmates in segregated housing and monitored 3 days per week by medical and/or mental health staff.

**Continuity of Care**

- Number of inmates/youths with chronic illness with verified/valid prescriptions receive medication within a day of incarceration.

- Number of inmates/youths with high acuity health conditions evaluated by a physician or mid-level provider within 24 hours of incarceration.
- Number of inmates/youths with lower acuity health conditions evaluated by a physician or mid-level provider within 72 hours of incarceration.
- Number of inmates/youths seen by a psychiatrist, physician or mid-level provider upon return from hospitalization (medical or psychiatric) or emergency department.
- Number of inmates whose specialty appointment exceeds 3 months and examined by a physician or mid-level monthly.

**Behavioral/Mental Health Services**

- Number of inmates/youths with verified/valid prescriptions receive psychiatric "bridge" medications within 24 hours.
- Number of inmates/youths seen by a psychiatrist with 7 days of receiving bridge medications.
- Number of inmates/youths prescribed psychiatric medications (not bridged) and seen by a psychiatrist within 30 days of the initial visit.
- Number of inmates/youths seen by a psychiatrist at intervals that do not exceed every 90 days.
- Number of inmates/youths with a mental health diagnosis and serious mental illness (SMI).
- Number of inmate/youths receiving psychiatric medications.
- Number of inmate/youths receiving routine mental health services.
- Number of inmates/youth with crisis management plans.
- Number of inmates place on 5150 hold.
- Number of inmates with SMI housed in isolation or any locked down admin segregation and is offered and/or participated in three out of cell mental health contacts (individual/group therapy or educational programming) per week.

**Chronic Disease Management**

- Number of inmates/youths with chronic illness.
- Number of inmates/youths with a chronic disease program and evaluated by a provider at intervals that do not exceed every 90 days.

## **Exhibit J**

### Annual Summary Report

    (Year) All services for JJC:

|                            | <u>Percentage</u>                   | <u>Dollars</u>                        |
|----------------------------|-------------------------------------|---------------------------------------|
| Medical Services for JJC:  | <u>          (%)          </u>      | <u>                          </u>     |
| Behavioral Health for JJC: | <u>          (%)          </u>      | <u>                          </u>     |
| <br><b>TOTAL:</b>          | <br><u>          100%          </u> | <br><u>                          </u> |

## EXHIBIT K

### Performance Metrics (JJC)

|               |  |  |
|---------------|--|--|
| % of patients | With an intake screening performed immediately upon admission or within 12 hours for youth accepted by probation.  | 90% for initial 6 mos<br>95% after 6 mos                     |
| % of patients | With chronic health problems and seen for H&P by a physician or mid-level provider within 24-72 hours of admission for youths with higher acuity.  | 90% for initial 6 mos<br>95% after 6 mos                     |
| % of youths   | With a physical examination by a physician or mid-level provider within 96 hrs of admission.   | 90% for initial 6 mos<br>95% after 6 mos                     |
| % of patients | Requesting medical, mental health or dental services and seen immediately for emergent concerns, within 24 hours for urgent concerns, or scheduled to be seen within 72 hours for non-urgent concerns.   | 80% for initial 6 mos<br>90% after 6 mos<br>95% after 1 year |
| % of youth    | With immunizations up-to-date in accordance with current public health guidelines within 14 days of admission. <sup>1</sup>  | 80% for initial 6 mos<br>90% after 6 mos<br>95% after 1 year |
| % of patients | Prescribed psychiatric bridge medication at intake and seen by a psychiatrist within 7 days of initiation of the medication.   | 80% for initial 6 mos<br>90% after 6 mos<br>95% after 1 year |
| % of patients | Prescribed psychiatric medications (not bridged) and seen by psychiatrist within 30 days of initial visit.   | 80% for initial 6 mos<br>90% after 6 mos<br>95% after 1 year |
| % of patients | With chronic medical and/or mental health conditions who receive their medication within a day of incarceration.   | 80% for initial 6 mos<br>90% after 6 mos<br>95% after 1 year |
| % of patients | With chronic disease are evaluated by a physician or mid-level provider at intervals not exceeding 90 days   | 90% for initial 6 mos<br>95% after 6 mos                     |
| % of patients | With acute or chronic medical and/or mental health conditions and pregnant youths are released with a discharge plan, including transfer or linkage to community providers and a 14-day supply of essential medications and a prescription for 30-day supply of medications.   | 80% for initial 6 mos<br>90% after 6 mos<br>95% after 1 year |
| # of patients | Scheduled for dental, medical or mental health sick call and the following: <ol style="list-style-type: none"> <li>1. Number of patients who show up for their appointment</li> <li>2. Number of no shows by following <ol style="list-style-type: none"> <li>a. Not brought by probation</li> <li>b. Court</li> <li>c. Refusals</li> <li>d. NIC</li> <li>e. Other</li> </ol> </li> <li>3. Number of appointments canceled or rescheduled by the provider</li> </ol> |  |

<sup>1</sup> Exception: Contractor shall not be held responsible when non-compliance is due to lack of parental consent for immunization(s).

## SELF-DEALING TRANSACTION DISCLOSURE FORM

In order to conduct business with the County of Fresno (hereinafter referred to as "County"), members of a contractor's board of directors (hereinafter referred to as "County Contractor"), must disclose any self-dealing transactions that they are a party to while providing goods, performing services, or both for the County. A self-dealing transaction is defined below:

*"A self-dealing transaction means a transaction to which the corporation is a party and in which one or more of its directors has a material financial interest."*

The definition above will be utilized for purposes of completing this disclosure form.

### INSTRUCTIONS

- (1) Enter board member's name, job title (if applicable), and date this disclosure is being made.
- (2) Enter the board member's company/agency name and address.
- (3) Describe in detail the nature of the self-dealing transaction that is being disclosed to the County. At a minimum, include a description of the following:
  - a. The name of the agency/company with which the Corporation has the transaction; and
  - b. The nature of the material financial interest in the Corporation's transaction that the board member has.
- (4) Describe in detail why the self-dealing transaction is appropriate based on applicable provisions of the Corporations Code.
- (5) Form must be signed by the board member that is involved in the self-dealing transaction described in Sections (3) and (4).



|   |  |              |  |
|---|--|--------------|--|
| <b>(1) Company Board Member Information:</b>  |  |              |  |
| <b>Name:</b>  |  | <b>Date:</b> |  |
| <b>Job Title:</b>   |  |              |  |
| <b>(2) Company/Agency Name and Address:</b>   |  |              |  |
|   |  |              |  |
| <b>(3) Disclosure (Please describe the nature of the self-dealing transaction you are a party to):</b>                  |  |              |  |
|   |  |              |  |
| <b>(4) Explain why this self-dealing transaction is consistent with the requirements of Corporations Code 5233 (a):</b> |  |              |  |
|   |  |              |  |
| <b>(5) Authorized Signature</b>   |  |              |  |
| <b>Signature:</b>   |  | <b>Date:</b> |  |

## DISCLOSURE OF OWNERSHIP AND CONTROL INTEREST STATEMENT

### I. Identifying Information

|                          |                          |                               |       |          |
|--------------------------|--------------------------|-------------------------------|-------|----------|
| Name of entity           |                          | D/B/A                         |       |          |
| Address (number, street) |                          | City                          | State | ZIP code |
| CLIA number              | Taxpayer ID number (EIN) | Telephone number<br>(       ) |       |          |

II. Answer the following questions by checking "Yes" or "No." If any of the questions are answered "Yes," list names and addresses of individuals or corporations under "Remarks" on page 2. Identify each item number to be continued.

- |   | YES                      | NO                       |
|---|--------------------------|--------------------------|
| A. Are there any individuals or organizations having a direct or indirect ownership or control interest of five percent or more in the institution, organizations, or agency that have been convicted of a criminal offense related to the involvement of such persons or organizations in any of the programs established by Titles XVIII, XIX, or XX? ..... | <input type="checkbox"/> | <input type="checkbox"/> |
| B. Are there any directors, officers, agents, or managing employees of the institution, agency, or organization who have ever been convicted of a criminal offense related to their involvement in such programs established by Titles XVIII, XIX, or XX? .....   | <input type="checkbox"/> | <input type="checkbox"/> |
| C. Are there any individuals currently employed by the institution, agency, or organization in a managerial, accounting, auditing, or similar capacity who were employed by the institution's, organization's, or agency's fiscal intermediary or carrier within the previous 12 months? (Title XVIII providers only) .....                                   | <input type="checkbox"/> | <input type="checkbox"/> |

III. A. List names, addresses for individuals, or the EIN for organizations having direct or indirect ownership or a controlling interest in the entity. (See instructions for definition of ownership and controlling interest.) List any additional names and addresses under "Remarks" on page 2. If more than one individual is reported and any of these persons are related to each other, this must be reported under "Remarks."

| NAME | ADDRESS | EIN |
|------|---------|-----|
|      |         |     |
|      |         |     |
|      |         |     |
|      |         |     |

- B. Type of entity:    ☐ Sole proprietorship                      ☐ Partnership                      ☐ Corporation  
                              ☐ Unincorporated Associations           ☐ Other (specify) \_\_\_\_\_

C. If the disclosing entity is a corporation, list names, addresses of the directors, and EINs for corporations under "Remarks."

- D. Are any owners of the disclosing entity also owners of other Medicare/Medicaid facilities? (Example: sole proprietor, partnership, or members of Board of Directors) If yes, list names, addresses of individuals, and provider numbers. .... ☐ ☐

| NAME | ADDRESS | PROVIDER NUMBER |
|------|---------|-----------------|
|      |         |                 |
|      |         |                 |
|      |         |                 |

|  |  |  |
|--|--|--|
|  |  |  |
|--|--|--|

|  | YES                      | NO                       |
|--|--------------------------|--------------------------|
| IV. A. Has there been a change in ownership or control within the last year? .....<br>If yes, give date. _____   | <input type="checkbox"/> | <input type="checkbox"/> |
| B. Do you anticipate any change of ownership or control within the year?.....<br>If yes, when? _____   | <input type="checkbox"/> | <input type="checkbox"/> |
| C. Do you anticipate filing for bankruptcy within the year?.....<br>If yes, when? _____  | <input type="checkbox"/> | <input type="checkbox"/> |
| V. Is the facility operated by a management company or leased in whole or part by another organization?.....<br>If yes, give date of change in operations. _____ | <input type="checkbox"/> | <input type="checkbox"/> |
| VI. Has there been a change in Administrator, Director of Nursing, or Medical Director within the last year?.....  | <input type="checkbox"/> | <input type="checkbox"/> |
| VII. A. Is this facility chain affiliated? .....<br>(If yes, list name, address of corporation, and EIN.)  | <input type="checkbox"/> | <input type="checkbox"/> |

|                        |      |       |          |
|------------------------|------|-------|----------|
| Name                   |      | EIN   |          |
| Address (number, name) | City | State | ZIP code |

|  |  |  |
|--|--|--|
| B. If the answer to question VII.A. is NO, was the facility ever affiliated with a chain?<br>(If yes, list name, address of corporation, and EIN.) |  |  |
|--|--|--|

|                        |      |       |          |
|------------------------|------|-------|----------|
| Name                   |      | EIN   |          |
| Address (number, name) | City | State | ZIP code |

*Whoever knowingly and willfully makes or causes to be made a false statement or representation of this statement, may be prosecuted under applicable federal or state laws. In addition, knowingly and willfully failing to fully and accurately disclose the information requested may result in denial of a request to participate or where the entity already participates, a termination of its agreement or contract with the agency, as appropriate.*

|   |       |
|---|-------|
| Name of authorized representative (typed) | Title |
| Signature                                 | Date  |

Remarks

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER  
RESPONSIBILITY MATTERS--PRIMARY COVERED TRANSACTIONS**

**INSTRUCTIONS FOR CERTIFICATION**

1. By signing and submitting this proposal, the prospective primary participant is providing the certification set out below.
2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
3. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.
4. The prospective primary participant shall provide immediate written notice to the department or agency to which this proposal is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. The terms covered transaction, debarred, suspended, ineligible, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded, as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. You may contact the department or agency to which this proposal is being submitted for assistance in obtaining a copy of those regulations.
6. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

**CERTIFICATION**

(1) The prospective primary participant certifies to the best of its knowledge and belief, that it, its owners, officers, corporate managers and partners:

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency;

(b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(c) (d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

(2) Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Signature:

Date:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
(Printed Name & Title)

\_\_\_\_\_  
(Name of Agency or  
Company)