

STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES

STANDARD AGREEMENT

STD 213 (Rev. 04/2020)

AGREEMENT NUMBER 24-79002-000	PURCHASING AUTHORITY NUMBER (If Applicable) DSH-4440
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1. This Agreement is entered into between the Contracting Agency and the Contractor named below:

CONTRACTING AGENCY NAME

Department of State Hospitals

CONTRACTOR NAME

County of Kings

2. The term of this Agreement is:

START DATE

July 1, 2024

THROUGH END DATE

June 30, 2025

3. The maximum amount of this Agreement is:

\$1,605,320.00

One Million Six Hundred Five Thousand Three Hundred Twenty-Two Dollars and Zero Cents

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

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

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

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

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

CONTRACTOR

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

County of Kings

CONTRACTOR BUSINESS ADDRESS

1400 West Lacey Boulevard, Building #1

CITY

Hanford

STATE

CA

ZIP

93230

PRINTED NAME OF PERSON SIGNING

Dough Verboon

TITLE

Chairman of the Board of Supervisors

CONTRACTOR AUTHORIZED SIGNATURE

DATE SIGNED

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STATE OF CALIFORNIA

CONTRACTING AGENCY NAME

Department of State Hospitals

CONTRACTING AGENCY ADDRESS

1215 O Street, MS-1

CITY

Sacramento

STATE

CA

ZIP

95814

PRINTED NAME OF PERSON SIGNING

Kathryn Hill

TITLE

Manager, PCSS

CONTRACTING AGENCY AUTHORIZED SIGNATURE

DATE SIGNED

CALIFORNIA DEPARTMENT OF GENERAL SERVICES APPROVAL

EXEMPTION (If Applicable)

Budget Act Provision 13

CONSENTED TO (Pursuant to a Facility Sublease Dated March 15, 2017, between the Department of Corrections and Rehabilitation of the State of California and the County of Kings and the County certificate to the Tax Certification referenced therein).

CONSENT AND APPROVAL:

State Public Works Board of the State of California

By _____ Date _____
 Koreen H. Van Ravenhorst, Deputy Director

Department of Corrections and Rehabilitation of the State of California

By _____ Date _____
 Michelle Weaver, Deputy Director

EXHIBIT A
SCOPE OF WORK

1. CONTRACTED PARTIES:

A. The County of Kings, hereafter referred to as Contractor, agrees to provide services, (as defined in Section 7) to the Department of State Hospitals (DSH) pursuant to the terms and conditions of this Agreement.

2. SERVICE LOCATION:

A. The services shall be performed at Kings County Jail (KCJ) located at 1570 Kings County Drive, Hanford, California.

3. SERVICE HOURS:

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

4. PROJECT REPRESENTATIVES:

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

Contract Manager:

Department of State Hospitals		Kings County	
Section/Unit: Community Forensic Partnerships Division		Section/Unit: Administrative Office	
Attention: Selene Mujica Staff Services Manager II		Attention: Kyria Martinez County Administrative Officer	
Address: 1215 O Street, MS-10 Sacramento, CA 95814		Address: 1400 W. Lacey Blvd. Building #1 Hanford, CA 93230	
Phone: (916) 651-7913	Fax: (916) 653-2257	Phone: (559) 852-2377	Fax: (559) 585-8047
Email: Selene.Mujica@dsh.ca.gov		Email: Kyria.Martinez@co.kings.ca.us	

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

Department of State Hospitals		Kings County Sheriff Contact	
Section/Unit: Community Forensic Partnerships Division		Section/Unit: Sheriff's Office	
Attention: Sydney Taylor Staff Services Manager I		Attention: Chrystal Thomas Assistant Sheriff	
Address: 1215 O Street, MS-10 Sacramento CA, 95814		Address: 1570 Kings County Dr. Hanford, CA 93230	
Phone: (916) 562-2564	Fax: (916) 653-2257	Phone: (559) 852-4110	Fax: (559) 587-2607
Email: Sydney.Taylor@dsh.ca.gov		Email: Chrystal.Thomas@co.kings.ca.us	

Kings County Jail Medical Contact	
Section/Unit: Sheriff's Office	
Attention: Travis Day Lieutenant	
Address: 1570 Kings County Dr. Hanford, CA 93230	
Phone: (559) 852-4117	Fax: (559) 585-8047
Email: Travis.Day@co.kings.ca.us	

Either party may make changes to the contact names or information above by giving written notice to the other party. Said changes shall not require an amendment to this Agreement.

5. PROGRAM REPLENISHMENT FUNDS

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

6. SUMMARY OF WORK TO BE PERFORMED:

- A. Contractor shall provide access to portions of its Kings County Jail (KCJ) for the purposes of administering a Jail-Based Competency Treatment (JBCT) program for the provision of restoration of competency treatment services for male and female individuals, hereafter referred to as "Patient Inmates," found by the courts to be Incompetent to Stand Trial (IST) under Penal Code section 1370 and subject to any court orders and the requirements of Penal Code Section 1370. Contractor shall provide restoration of competency treatment services to felony IST Patient Inmates participating in the JBCT program subject to any court orders and the requirements of Penal Code Section 1370 and pursuant to the DSH JBCT Policy and Procedures Manual.

7. CONTRACTOR RESPONSIBILITIES:

- A. Contractor shall designate an area within the KCJ dedicated to the administration of a JBCT program and provide restoration of competency treatment services that, either directly or through contract, may restore trial competency for incarcerated felony IST Patient Inmates committed to the DSH under Penal Code section 1370. Prior to making any changes to the JBCT program's designated area, Contractor shall submit any proposed changes to the DSH Contract Manager and/or their designee for its prior written approval.
- B. In providing restoration of competency treatment services, Contractor shall adhere to the program outlines contained in Exhibit A-1, Program Elements, any court orders, and the DSH JBCT Policy and Procedures Manual, hereafter referred to as the "Manual." Contractor acknowledges it has received a copy of the Manual and has had an opportunity to review the terms and conditions of

the Manual and consult with independent counsel. Contractor agrees to the terms and conditions of the Manual and that the terms and conditions of the Manual are incorporated into this Agreement by reference. The meanings of the terms and requirements in this Agreement, unless otherwise defined in this Agreement, are defined in the Manual. In the event of an inconsistency between the Manual, attachments, specifications, or provisions which constitute this Agreement, the following order of precedence shall apply:

- i. Applicable Court Orders;
- ii. DSH JBCT Policy and Procedures Manual (the "Manual");
- iii. Standard Agreement, STD. 213;
- iv. This Exhibit A, Scope of Work, including specifications incorporated by reference; and
- v. All attachments incorporated in this Agreement by reference.

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

- C. Contractor shall ensure that a preliminary evaluation of each potential JBCT Patient Inmate is conducted through, at a minimum, a review of the medical and mental health records of each prospective Patient Inmate, prior to admission into the JBCT program, pursuant to statute and subject to any court orders.
 - i. Contractor shall ensure that priority for admissions to the JBCT program shall be based on commitment date unless an exception is made based on one of the factors listed in California Code of Regulations (CCR), Title 9, Section 4710.
 - ii. Upon admission into the JBCT program, Contractor shall ensure that a more thorough assessment is conducted as indicated in Exhibit A-1, Program Elements, and the DSH JBCT Policy and Procedures Manual subject to statute and any court orders.
- D. Contractor shall provide a total of eight single cells with beds to Patient Inmates located in the JBCT program's designated area.

Contractor shall be paid in full for the eight beds (**Allocated Beds**) at the per diem rate upon the first Patient Inmate admission, regardless of the number of Patient Inmates admitted.

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

- E. Patient Inmates housed at the KCJ shall remain under the legal and physical custody of Contractor.
- F. Contractor retains the right to exclude specific individual Patient Inmates from the JBCT designated area for security and classification reasons at the time of assignment or at any point during their incarceration at the KCJ.
- G. Should Contractor determine, based on clinical considerations, patient history, or other factors, that a current or potential Patient Inmate is, or likely shall be, violent and a significant danger to others participating in the JBCT program, Contractor shall inform the DSH Contract Manager and/or their designee immediately in writing, and by phone. The decision to remove such Patient Inmate from the JBCT program is at the sole discretion of the DSH, pursuant to applicable law and subject to court order and the DSH shall not unreasonably withhold such permission. In the event a Patient Inmate is removed from the JBCT program, the DSH shall arrange to have such Patient Inmate admitted to a state hospital or other DSH facility forthwith as is permitted under the admission requirements set forth in CCR, Title 9, sections 4700, et seq. Contractor shall continue to make all reasonable efforts to treat the Patient Inmate in the JBCT program until such arrangements are made and will transport the Patient Inmate to the assigned DSH facility on a mutually agreed upon date.
- H. Notwithstanding Sections F and G, Contractor shall make every reasonable effort to ensure that the contracted eight Allocated beds provided for treatment services under this Agreement are occupied by Patient Inmates at all times. This includes, but is not limited to, admitting Patient Inmates of increasing levels of acuity.
 - i. The DSH shall make every reasonable effort to ensure adequate Patient Inmate referrals are sent to Contractor throughout the term of this Agreement.
 - ii. By mutual agreement, in writing, and at the request of the DSH, Contractor may admit Patient Inmates into the JBCT program above the eight Allocated beds.
- I. Contractor shall provide for the care, confinement, and security of the Patient Inmates in accordance with all federal and state laws, standards, regulations, policies, procedures, and court orders applicable to the KCJ.
- J. Contractor's custody staff assigned to the JBCT program shall receive Enhanced Mentally Ill Offender or Crisis Intervention Training (CIT) provided by Contractor and shall participate in the JBCT program's treatment team meetings.
- K. Regional Meetings and Forensic Trainings:
 - i. Contractor and/or its subcontractor may be required to attend virtual meetings at least three times per year and DSH sponsored or required trainings in person up to twice per year, as determined by the DSH in its sole and absolute discretion.
 - ii. Travel related expenses shall be reimbursed as outlined in Exhibit B, Budget Detail.
- L. Responsibilities for Medical Care:
 - i. Contractor shall provide all Patient Inmates with the full range of Routine Medical Care available to other inmates of the KCJ, and is financially responsible for such care.

Contractor agrees that the cost of all Routine Medical Care is included in the per diem rate charged to the DSH.

- ii. For the purposes of this Agreement, Routine Medical Care shall be defined as all medical, dental, and mental health care as well as the cost of medical supplies, formulary prescription medications which are provided to Patient Inmates, and restoration of competency treatment services which are provided by the KCJ to Patient Inmates, including prescribed psychotropic medications. Non-formulary prescription medications shall be provided to Patient Inmates as clinically indicated for both Routine and Non-Routine Medical Care. Minor medical procedures shall be considered routine medical care. Minor medical procedures involve minimally invasive procedures. In most cases, these are performed laparoscopically or arthroscopically. Procedure is performed without damaging extensive amounts of tissue. Risk of infection is reduced, and recovery time is shorter. Some surgical procedures are superficial in that they only affect the outermost portions of the body, and thus shall be considered Routine Medical Care.
- iii. For the purposes of this Agreement, Non-Routine Medical Care shall be defined as 1) major medical operations, surgeries, or procedures which would require admittance to a hospital longer than one day; 2) continuation of experimental medication; 3) critical life-saving services that cannot be provided onsite at the KCJ or via a county-contracted hospital; 4) dialysis service whether onsite or otherwise; and 5) emergency medical treatment that cannot be provided onsite at the KCJ. Major Medical Operations/Surgeries/Procedures shall be considered non-routine medical care. Major medical operations/surgeries/procedures involve opening the body allowing surgeon access to the area where the work needs to be completed. They involve major trauma to the tissue, a high risk of infection, and an extended recovery period. These shall be considered non-routine medical care. Emergency medical care shall be defined as situations that pose an immediate risk to health and life and require immediate intervention to prevent a worsening of the situation. These shall be considered Non-Routine Medical Care.
- iv. If a Patient Inmate requires Non-Routine Medical Care, Contractor shall make all reasonable efforts to notify the DSH Contract Manager or designee immediately in writing and by phone for pre-approval. For such patients, the DSH further reserves the right to either admit them to a state hospital for treatment or require Contractor to provide Non-Routine Medical Care. Should the DSH elect to require Contractor to provide the Non-Routine Medical Care, Contractor shall ensure that the Patient Inmate is provided care at a facility designated by the DSH Contract Manager. In the event the DSH directs Contractor to provide Non-Routine Medical Care, Contractor shall invoice the DSH directly for the full cost of care provided by submitting the invoice to the attention of the DSH Contract Manager. The full cost of care shall be offset by the Patient Inmate's Medicare or private health insurance plan when applicable, and then reimbursed by DSH. Contractor shall instruct the facility providing care to seek reimbursement from the Patient Inmate's Medicare or private health insurance plan, within any required timeframes, prior to invoicing the Contractor when applicable. Contractor shall instruct the facility providing care to submit the Explanation of Benefits, reflecting Medicare or private health insurance payments or denials, with an original invoice when billing the contractor for the remaining balance (i.e., deductible, copay, and coinsurance amounts).

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

- M. For all Routine and Non-Routine Medical Care, Contractor shall be responsible for the security and transportation, including emergency transportation. Contractor agrees that all such costs are included in the per diem rate charged to the DSH.
- N. Upon Restoration of Competency:
Contractor shall be responsible for coordinating with the committing counties' behavioral health programs for the continued mental health care, crisis intervention, ongoing counseling and care, and psychotropic medication compliance for the Patient Inmates restored to competence and transferred from the JBCT program.
- O. Contractor and its subcontractors shall procure and keep in full force and effect during the term of this Agreement all permits, registrations and licenses necessary to accomplish the work specified in this Agreement, and shall give all notices necessary and incident to the lawful prosecution of the work. Contractor shall provide proof of any such license(s) permits(s), and certificate(s) upon request by the DSH. Contractor agrees that failure by itself or its subcontractors to provide evidence of licensing, permits, or certifications shall constitute a material breach for which the DSH may terminate this Agreement with cause.
- P. Contractor shall provide services as outlined in this Agreement. Contractor shall be responsible to fulfill the requirements of the Agreement and shall incur expenses at its own risk and invest sufficient amount of time and capital to fulfill the obligations as contained herein.
- Q. Contractor and its subcontractors shall keep informed of, observe, comply with, and cause all of its agents and employees to observe and to comply with all prevailing Federal, State, and local laws, and rules and regulations made pursuant to said Federal, State, and local laws, which in any way affect the conduct of the work of this Agreement. If any conflict arises between provisions of the plans and specifications and any such law above referred to, then the Contractor shall immediately notify the State in writing.
- R. The DSH may terminate the Agreement pursuant to section 7 of Exhibit C if the Contractor or its subcontractors fails to comply with a federal, state or local law and the noncompliance, based on the facts and circumstances would constitute a material breach of this Agreement under California law.
- S. On March 4, 2022, Governor Gavin Newsom issued Executive Order N-6-22 (the EO) regarding Economic Sanctions against Russia and Russian entities and individuals. "Economic Sanctions" refers to sanctions imposed by the U.S. government in response to Russia's actions in Ukraine, as well as any sanctions imposed under state law. By submitting a bid or proposal, Contractor represents that it is not a target of Economic Sanctions. Should the State determine Contractor is a target of Economic Sanctions or is conducting prohibited transactions with sanctioned individuals or entities, that shall be grounds for rejection of the Contractor's bid/proposal any time

prior to contract execution, or, if determined after contract execution, shall be grounds for termination by the State.

8. THE DSH RESPONSIBILITIES:

- A. The DSH shall provide an orientation of the JBCT program to Contractor at the discretion of the DSH. Such orientation shall include an overview of State policies and procedures, the DSH JBCT Policy and Procedures Manual, and appropriate statutes related to the JBCT program.
- B. The DSH shall be responsible for the development and maintenance of the DSH JBCT Policy and Procedures Manual concerning JBCT program operations and treatment consistent with State and federal laws and the DSH policies and procedures.
- C. Rights of the DSH to Perform Quality Assurance and Financial Audits/Reviews
 - i. The DSH may routinely evaluate the work performance of the Contractor, Contractor's personnel, subcontractors, or other parties associated with the Contractor to determine if the DSH standards and departmental policies and procedures are being maintained. If it is found that any party fails to perform or is physically or mentally incapable of providing services as required by this Agreement, then that party shall not perform services for the DSH.
 - ii. The DSH may monitor and evaluate services provided in fulfillment of the requirements of this Agreement, as detailed in Exhibit A. Such monitoring and evaluation may occur on a regular cycle or as deemed necessary by the DSH Contract Manager and/or their designee. The DSH retains sole and absolute discretion in determining any such evaluation schedule.
 - iii. Inspections may be conducted by the DSH staff at any time during the Agreement term to check on the quality of work. Payment shall not be provided for services deemed unacceptable by the DSH Contract Manager and/or their designee.
 - iv. The DSH may audit and examine Contractor's records and accounts which pertain, directly or indirectly, to services performed under this Agreement. The DSH may hire third parties to perform the audit and examination, including but not limited to, accountants, consultants, or service providers in the applicable field. Contractor shall cooperate fully with the audits and examinations, subject to any law restricting disclosure of information.
 - v. If as a result of an audit and examination, the DSH is informed of underpayments or overpayments, the DSH shall notify Contractor in writing as soon as reasonably possible of the need for payment or reimbursement. Upon receipt of a final audit report, Contractor has 30 days to reimburse any overpayment or to dispute or challenge the report. Contractor and the DSH shall confer and negotiate in good faith with respect to any disputed portion of the final audit report to reach agreement with respect to adjustments, payments, and reimbursements.
 - vi. The DSH shall submit its findings to Contractor in writing and provide Contractor 30 days to correct any deficiencies in fulfilling the obligations set forth in this section. Failure by the Contractor to timely correct deficiencies may be reason for termination of services under this Agreement.

9. PERFORMANCE MEASURES:

- A. Complete and Timely Provision of Services

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

10. AMENDMENTS:

- A. The parties reserve the right to amend this Agreement by extending its term for two (2) additional terms of up to two (2) years each, and to add funding sufficient for these periods at the same rates or to negotiate a new rate. All rate increases will be dependent on available funding and are not guaranteed (see Exhibit B Section 3). This right to amend is in addition to the right to amend for other reasons contained in this Agreement or noted in the solicitation that resulted in this Agreement, if applicable. Any amendment shall be in writing and signed by both parties, and be approved by the Department of General Services if such approval is required.

11. COUNTY FACILITY LEASING

Notwithstanding anything in this Agreement the parties agree:

- (i) This Agreement in all respects is subordinate and subject to the terms of the Indenture for the State Public Works Board of the State of California Lease Revenue Bonds 2018 Series C (Various Correctional Facilities) (the "Bonds"), and the Site Lease, the Facility Lease, and the Facility Sublease (including but not limited to, reletting rights) related to the Bonds that involve, or are executed by, the County of Kings and any subsequent indenture or amended or restated site lease, facility lease, and facility sublease entered into to facilitate a refunding of the Bonds; to the extent the Bonds are refunded, the foregoing subordination shall be self-executing and effective automatically without the requirement that any further agreement or confirmation be executed or delivered by County; provided, however, that upon written request from the State Public Works Board in connection with any State Public Works Board Financing, County shall execute such further writings as may be reasonably required to separately document any such subordination; and
- (ii) This Agreement is subject to the review and written consent of the State Public Works Board and Department of Corrections and Rehabilitation prior to execution, as is any amendment or modification thereto; and
- (iii) This Agreement shall be terminable by the County, DSH or at the direction of the State Public Works Board upon thirty (30) days' written notice, without penalty or cause.

EXHIBIT A-1
PROGRAM ELEMENTS

1. PROGRAM ELEMENTS

A. Referral Document Collection Prior to Admission

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

B. Referrals Determined to be Not Suitable for Admission

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

C. Removal of Patient Inmates No Longer Clinically Suitable

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

D. Psychological Assessment Protocol

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

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

E. Individualized Treatment Program

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

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

- i. Contractor shall provide educational materials presented in multiple learning formats by multiple staff to each Patient Inmate (e.g., a simple lecture format may be replaced with learning experiences involving discussion, reading, video, and experiential methods of instruction, such as role-playing or mock trial).
- ii. Contractor shall address the following elements in the education modalities of the competency restoration program, including, but not limited to:
 - 1) Criminal charges;
 - 2) Severity of charges, namely Felony vs. Misdemeanor;
 - 3) Sentencing;
 - 4) Pleas including, Guilty, Not Guilty, Nolo Contendere and Not Guilty by Reason of Insanity;
 - 5) Plea bargaining;
 - 6) Roles of the courtroom personnel;
 - 7) Adversarial nature of trial process;
 - 8) Evaluating evidence;
 - 9) Court room behavior;
 - 10) Assisting counsel in conducting a defense;
 - 11) Probation and Parole; and
 - 12) Individualized instruction as needed.
- iii. Contractor shall provide additional learning experience through increased lecture time, as well as individual instruction to Patient Inmates who are incompetent due to intellectual disability or other primary neurocognitive dysfunction, but who may be restored to competence with additional exposure to the educational material.

G. Medication Administration and Consent

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

Or

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

Or

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

H. Suicide Prevention/Adverse Events

Contractor shall develop a suicide prevention program and assessment procedures that shall include an adverse sentinel event review process. Contractor shall submit written suicide prevention procedures to the DSH Contract Manager and/or their designee for approval prior to activation of the JBCT program and annually thereafter.

I. Patients' Rights/Grievance Process

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

J. Data Deliverables

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

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

- iv. Contractor shall submit a summary performance report annually from the contract start date to include, but not be limited to, the information stated above and:
 - 1) The total cost of the program by budget category: personnel, operating expenses, administrative expense, custody and housing, and other direct operating costs as well as overall cost per Patient Inmate treated and the costs for those found to be malingering; and
 - 2) The cost per cycle of treatment.

K. Reporting Requirements

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

2. TREATMENT PROTOCOL

- A. JBCT is an intensive, milieu-based treatment program that quickly facilitates competency through a combination of group and individual therapy.
- B. Group therapy is central to the restoration process, and Contractor shall provide treatment daily to Patient Inmates consistent with the standards set in the Manual. Group content should include one of the three group treatment domains: *competency education, understanding and management of mental illness, and mental/social stimulation*. Many group topics can be assimilated into the groupings, e.g., mock trial, music-based competency treatment, etc.

- C. Contractor shall provide individual daily contacts each business day with each Patient Inmate. These may be brief encounters provided by clinicians or paraprofessionals that aid in building rapport and ensuring that patients are not in crisis.
- D. Contractor will provide individual sessions to each Patient Inmate at least weekly. Individual sessions may be used to provide additional support to augment concepts or strategies discussed in group treatment, discussion of key legal elements of the individual's case that may be too sensitive for group discussion, or individualized therapeutic approaches to mitigating the symptoms impeding trial competence or that contribute to high risk behaviors. Case specific competency issues can best be addressed individually, e.g., a Patient Inmate understands court proceedings generally but struggles to apply the knowledge to their individual case.
- E. Contractor's psychiatrist shall see each Patient Inmate weekly. A psychiatric assessment is a component of the admission process, and more frequent appointments shall be available as needed.
- F. Together on a weekly basis, the multi-disciplinary treatment team shall review each patient's progress towards restoration of trial competency and clinical progress more generally, as well as to complete initial and revised individualized treatment plans, as described in the Manual.

3. SAMPLE JBCT TREATMENT GROUP THERAPY SCHEDULE

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

4. JBCT STAFFING MODEL:

Number of Beds	Eight Beds
Treatment Team Staffing*	Psychiatrist – 0.3 Psychologist – 0.8 Competency Trainer – 0.5 Mental Health Clinician/Program Director – 1.0
Administrative Staff*	Administrative Assistant – 0.5
Custodial Staff*	Deputy – 2.0
<i>*Number of positions reflect full-time equivalent (FTE) values</i>	

EXHIBIT B
BUDGET DETAIL AND PAYMENT PROVISIONS

1. INVOICING AND PAYMENT:

- A. Contractor shall submit all invoices not more frequently than monthly in arrears.
- B. For services satisfactorily rendered, upon the first Patient Inmate admission and upon receipt and approval of invoices submitted as described herein, the DSH agrees to compensate Contractor in accordance with the rates specified in section 5, Budget Detail.
- C. Contractor shall submit invoices for any and all program replenishment costs associated with and pertaining to the items in Exhibit A. Scope of Work, Section 5, "Program Replenishment Funds". The total program replenishment costs invoiced shall not exceed \$10,000 annually.
- D. The DSH is not responsible for services performed by Contractor outside of this Agreement, nor for services performed other than as outlined in Exhibit A, Scope of Work and Exhibit A-1, Program Elements, unless otherwise agreed upon by DSH and Contractor in writing.
- E. The DSH makes no guarantee, either written or implied, as to the actual amount of funds that will be expended under this Agreement.
- F. Contractor shall not bill or seek reimbursement from DSH for any goods or services if Contractor received or will receive reimbursement or funding for such goods or services under any federal program, such as the CARES Act or FEMA disaster relief, except when Contractor has billed Medicare and seeks the difference between the Medicare payment and the DSH contract price.

2. INSTRUCTIONS TO CONTRACTOR:

- A. To expedite the processing of invoices submitted to the DSH for payment, all invoice(s) shall be submitted to the DSH for review and approval at either:

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

OR

DSHSAC.AccountsPayable@dsh.ca.gov

- B. Contractor shall submit one original and three copies of each invoice, unless emailed.
- C. Contractor shall type, not handwrite, each invoice on company letterhead. The DSH may provide an invoice template, if requested, which may be used in lieu of company letterhead.
- D. Contractor shall clearly note Contractor's name and address on each invoice. The name on the invoice must match the Payee Data Record (Std. 204) and the name listed on this Agreement.
- E. Contractor shall list and itemize in accordance with section 5, Budget Detail, all services or deliverables provided on each invoice.

F. Contractor shall include the following on each submitted invoice:

- i. Date(s) during which the services or deliverables were provided and the date in which the invoice was generated.
- ii. Agreement number, which can be found on the Standard Agreement Form (Std. 213).
- iii. Small Business certification number, if applicable.
- iv. Professional license number, if applicable.
- v. Invoice total.
- vi. Written proof of DSH's approval as required by this Agreement for those services requiring pre-approval.

3. BUDGET CONTINGENCY CLAUSE:

- A. It is mutually agreed that if the Budget Act of the current year and/or any subsequent years covered under this Agreement does not appropriate sufficient funds for the program, this Agreement shall no longer be in full force and effect. In this event, the State shall have no liability to pay any funds whatsoever to Contractor or to furnish any other considerations under this Agreement and Contractor shall not be obligated to perform any provisions of this Agreement.
- B. If funding for any Fiscal Year (FY) is reduced or deleted by the Budget Act for purposes of this program, the State shall have the option to either cancel this Agreement with no liability occurring to the State or offer an Agreement amendment to Contractor to reflect the reduced amount.
- C. If this Agreement overlaps Federal and State FY's, should funds not be appropriated by Congress or approved by the Legislature for the FY in which the Agreement was entered into, and/or any subsequent years covered under this Agreement, the State may exercise its option to cancel this Agreement.
- D. In addition, this Agreement is subject to any additional restrictions, limitations, or conditions enacted by Congress or the Legislature which may affect the provisions or terms of funding of this Agreement in any manner.

4. PROMPT PAYMENT CLAUSE:

- A. Payment will be made in accordance with, and within the time specified in, Government Code section 927, et seq.

5. BUDGET DETAIL:

- A. The maximum amount of this Agreement shall not exceed \$1,605,320.00 at rates listed in this Agreement.
- B. Upon contract execution as well as receipt and approval of the submitted invoices, the DSH shall compensate Contractor for program replenishment costs that shall not exceed \$10,000 annually.
- C. Upon the first Patient Inmate admission, the per diem rate shall be \$546.00 per bed, totaling \$4,368 per day for all eight Allocated Beds. Upon invoicing, Contractor shall clearly identify the number of days in the month that services were provided.

- D. Beginning 90 days from the first Patient Inmate admission, if, over the course of each quarter period during the term of this Agreement, a 90 percent occupancy rate is not maintained, the DSH and Contractor shall execute an amendment to this Agreement upon jointly developing a plan. This plan shall ensure the 90 percent occupancy rate requirement is reliably met, including the addition or introduction of Patient Inmates from other counties to efficiently use the bed space. Should another mutually agreeable plan not be identified within a reasonable time period as determined by DSH, the default plan will be to amend the contract to reduce the minimum number of beds provided and the budget amount accordingly. This provision shall correspond to the standard quarter periods commencing annually on July 1.
- E. Regional Meetings and Forensic Trainings:
- i. Contractor and its subcontractors shall be reimbursed for the travel expenses associated with DSH required meetings and/or trainings as outlined in the Scope of Work. Travel expenses shall not exceed \$1,000.00 annually.
 - ii. Travel reimbursement rates shall be calculated in accordance with the California Department of Human Resources (CalHR) Rules (Cal. Code of Regs., Title 2 §§ 599.615 - 599.638.1) for non-represented employees, and are subject to the following provisions:
 - 1) Travel must be pre-approved by the DSH Contract Manager. Invitation to attend from the DSH Contract Manager shall serve as pre-approval.
 - 2) Travel shall be at the least expensive method available.
 - 3) Contractor shall be reimbursed for actual expenses, up to the maximum prescribed in the aforementioned CalHR Rules. When determining method of travel, Contractor shall select the option that is the lowest cost to the State when seeking reimbursement for travel.
 - 4) Contractor must submit an originally signed Travel Expense Claim (TEC) form (STD. 262) with their invoice, and with original receipts, for each instance of expenses for meals, parking, and personal vehicle mileage reimbursement. A copy of MapQuest or equivalent is required for mileage claims. All TECs must be approved by the DSH Contract Manager in writing.
 - 5) The time an individual leaves their office or residence and returns to their office or residence shall be used in calculating per diem allowances. All TECs must specify these times in order to be processed for payment.

Contractor must retain copies of all TECs and receipts for at least three years from the final payment of this Agreement in case of an audit. For an overview of CalHR's travel reimbursement program, visit <http://www.calhr.ca.gov/employees/pages/travel-reimbursements.aspx>. For specific questions regarding which travel expenses are reimbursable, contact the DSH Contract Manager.

- F. At the sole discretion of the DSH and for the purposes of accounting, the DSH may adjust the total proposed expenditure for each fiscal year as needed. In no event will this change the contract price for the services actually rendered.
- G. Contractor must submit all invoices within a reasonable time but, no later than twelve (12) months from the date that services were provided. If Contractor fails to provide invoices within twelve (12) months of the date services are rendered, the DSH may elect to reject the invoices for payment as untimely and Contractor will be deemed to have waived any right to payment of the late invoices.

EXHIBIT B-1
SAMPLE INVOICE

[Insert Contractor's Department company logo/address]

INVOICE

DATE	INVOICE #

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

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

Allocated – 8 Beds			
Per Diem Rate*		Days in Treatment	Total for [insert month being invoiced]
\$4,368	X	[Insert number of days in the month being invoiced]	= \$ _____

**Per Diem Rate of \$546 Per Bed*

Invoice Total for [insert month being invoiced]:	\$ _____
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PLEASE MAKE REMITTANCE PAYABLE TO:
 [Insert Contractor's Department billing contact/address]

Prepared By: [Signature here] _____
 [Insert name/title here]

EXHIBIT D
SPECIAL TERMS AND CONDITIONS

1. SUBCONTRACTS:

- A. Except for subcontracts identified in accordance with the solicitation, Contractor shall submit any subcontracts in connection with this Agreement to DSH for its prior written approval. No work shall be subcontracted without the prior written approval of DSH. Upon the termination of any subcontract, DSH shall be notified immediately. Any subcontract shall include all the terms and conditions of this Agreement and its attachments.
- B. Nothing contained in this Agreement shall create any contractual relationship between DSH and any subcontractors, and Contractor is solely responsible for payment of any and all fees, expenses, salaries and benefits of subcontractor. No subcontract shall relieve Contractor of its responsibilities and obligations hereunder. Contractor is fully responsible to DSH for the acts and omissions of its subcontractors and of persons either directly or indirectly employed or acting as an agent by any of them. Contractor agrees to indemnify and hold DSH harmless for any costs, losses or claims, including reasonable attorney fees, resulting from its subcontractors.

2. PUBLICATIONS AND REPORTS:

- A. DSH reserves the right to use and reproduce all publications, reports, and data produced or delivered pursuant to this Agreement. DSH further reserves the right to authorize others to use or reproduce such materials, provided the author of the report is acknowledged in any such use or reproduction.
- B. If the publication and/or report are prepared by non-employees of DSH, and the total cost for such preparation exceeds \$5,000, the publication and/or report shall contain the numbers and dollar amounts of all agreements and subcontracts relating to the preparation of the publication and report in a separate section of the report (Government Code section 7550).

3. PROGRESS REPORTS:

- A. If progress reports are required by the Agreement, Contractor shall provide a progress report in writing, or orally if approved by DSH Contract Manager, at least once a month to DSH Contract Manager. This progress report shall include, but not be limited to; a statement that Contractor is or is not on schedule, any pertinent reports, and any interim findings if applicable. Contractor shall cooperate with and shall be available to meet with DSH to discuss any difficulties, or special problems, so that solutions or remedies can be developed as soon as possible.

4. PRESENTATION:

- A. Upon request, Contractor shall meet with DSH to present any findings, conclusions, and recommendations required by the Agreement for approval. If set forth in the Agreement, Contractor shall submit a comprehensive final report for approval. Both the final meeting and the final report shall be completed on or before the date indicated in this Agreement.

5. DEPARTMENT OF STATE HOSPITALS STAFF:

- A. DSH's staff shall be permitted to work side-by-side with Contractor's staff to the extent and under conditions as directed by DSH Contract Manager. In this connection, DSH's staff shall be given access to all data, working papers, etc., which Contractor seeks to utilize.
- B. The Contractor shall abide by DSH's written policy and procedures on "nepotism," which is defined as "The practice of an employee using their influence or power to aid or hinder another in the employment setting because of a personal relationship." Accordingly, Contractor shall not use their influence or power to aid or hinder another in DSH's or Contractor's employment setting because of a personal relationship. The Contractor shall disclose any personal relationship with any current DSH workforce member by completing DSH 3215 Verification of Personal Relationships and Hiring of Relatives. Contractor shall also disclose any personal relationships with any current subcontractor(s)' workforce member.

6. CONFIDENTIALITY OF DATA AND DOCUMENTS:

- A. Contractor shall not disclose data or documents or disseminate the contents of the final or any preliminary report without written permission of DSH Contract Manager. However, all public entities shall comply with California Public Records Act (Government Code sections 6250 et seq.).
- B. Permission to disclose information or documents on one occasion shall not authorize Contractor to further disclose such information or documents on any other occasion except as otherwise provided in the Agreement or required by law.
- C. Contractor shall not comment publicly to the press, or any other media, regarding the data or documents generated, collected, or produced in connection with this Agreement, or DSH's actions on the same, except to DSH's staff, Contractor's own personnel involved in the performance of this Agreement, or as required by law.
- D. If requested by DSH, Contractor shall require each of its employees or officers who will be involved in the performance of this Agreement to agree to the above terms in a form to be approved by DSH and shall supply DSH with evidence thereof.
- E. Each subcontract shall contain the foregoing provisions related to the confidentiality of data and nondisclosure.
- F. After any data or documents submitted has become a part of the public records of DSH, Contractor may at its own expense and upon written approval by DSH Contract Manager, publish or utilize the same data or documents but shall include the following Notice:

LEGAL NOTICE

This report was prepared as an account of work sponsored by the Department of State Hospitals (Department) but does not necessarily represent the views of the Department or any of its employees except to the extent, if any, that it has formally been approved by the Department. For information regarding any such action, communicate directly with the Department at P.O. Box 952050, Sacramento, California, 94252-2050. Neither said Department nor the State of California, nor any officer or employee thereof, or any of its contractors or subcontractors makes any warranty, express or implied, or assumes any legal liability whatsoever for the contents of this document. Nor does any party represent that use of the data contained herein, would not infringe upon privately owned rights without obtaining permission or authorization from any party who has any rights in connection with the data.

7. PROVISIONS RELATING TO DATA:

- A. "Data" as used in this Agreement means recorded information, regardless of form or characteristics, of a scientific or technical nature. It may, for example, document research, experimental, developmental or engineering work; or be usable or be used to define a design or process; or support a premise or conclusion asserted in any deliverable document called for by this Agreement. The data may be graphic or pictorial delineations in media, such as drawings or photographs, charts, tables, mathematical modes, collections or extrapolations of data or information, etc. It may be in machine form, as punched cards, magnetic tape, computer printouts, or may be retained in computer memory.
- B. "Generated data" is that data, which a Contractor has collected, collated, recorded, deduced, read out or postulated for utilization in the performance of this Agreement. Any electronic data processing program, model or software system developed or substantially modified by Contractor in the performance of this Agreement at the expense of DSH, together with complete documentation thereof, shall be treated in the same manner as generated data.
- C. "Deliverable data" is that data which under terms of this Agreement is required to be delivered to DSH. Such data shall be property of the State of California and DSH.
- D. Prior to the expiration of any legally required retention period and before destroying any data, Contractor shall notify DSH of any such contemplated action; and DSH may within 30 days of said notification determine whether or not this data shall be further preserved. DSH shall pay the expense of further preserving this data. DSH shall have unrestricted reasonable access to the data that is preserved in accordance with this Agreement.
- E. Contractor shall use best efforts to furnish competent witnesses to testify in any court of law regarding data used in or generated under the performance of this Agreement.
- F. All financial, statistical, personal, technical and other data and information relating to DSH's operation, which are designated confidential by the State or DSH and made available to carry out the Agreement, or which become available to Contractor in order to carry out this Agreement, shall be protected by Contractor from unauthorized use and disclosure.
- G. If DSH determines that the data and information are inadequately protected by Contractor or its subcontractors, DSH shall provide notice of its determination and Contractor and/or its subcontractors shall improve the protections to DSH's satisfaction which shall be evidenced by written approval of the protections implemented.

8. APPROVAL OF PRODUCT:

- A. Each product to be approved under this Agreement shall be approved by the Contract Manager. DSH's determination as to satisfactory work shall be final, absent fraud or mistake.

9. SUBSTITUTIONS:

- A. Contractor's key personnel as indicated in its proposal may not be substituted without the Contract Manager's prior written approval.

10. NOTICE:

- A. Notice to either party shall be given by first class mail, by Federal Express, United Parcel Service or similar carrier, properly addressed, postage fully prepaid, to the address beneath the name of each respective party. Alternatively, notice may be given by personal delivery by any means whatsoever to the party and such notice shall be deemed effective when delivered.

11. WAIVER:

- A. All remedies afforded in this Agreement are cumulative; that is, in addition to every other remedy provided therein or by law. The failure of DSH to enforce any provision of this Agreement, shall not waive its right to enforce the provision or any other provision of the Agreement.

12. GRATUITIES AND CONTINGENCY FEES:

- A. Contractor shall not provide gratuities to any officer or employee of DSH or the State to secure an agreement or favorable treatment with respect to an agreement, the occurrence of which shall constitute a material breach of this Agreement. DSH, by written notice to Contractor, may terminate this Agreement with cause if it is found that gratuities were offered or given by Contractor or any agent or representative of Contractor to any officer or employee of the State or DSH with a view toward securing an agreement or securing favorable treatment with respect to the awarding, amending, or performance of such agreement.
- B. In the event this Agreement is terminated as provided in the paragraph above, DSH shall be entitled (a) to pursue the same remedies against Contractor as it could pursue in the event of the breach of the Agreement by Contractor, and (b) as a predetermined amount of liquidated damages, Contractor shall pay an amount which shall not be less than three times the cost incurred by Contractor in providing any such gratuities to any such officer or employee.
- C. The rights and remedies of DSH provided in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.
- D. Contractor warrants by execution of this Agreement that no person or selling agency has been employed or retained to solicit or secure this Agreement for a commission, percentage, brokerage or contingent fee, excepting bona fide employees of Contractor, for the purpose of securing business. For breach or violation of this warranty, DSH shall, among other rights, have the right to rescind this Agreement without liability, paying only for the values of the work actually returned, or in its discretion to deduct from the Agreement price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

13. INTEGRATION CLAUSE:

- A. The parties agree that this Agreement, including only the State standard form 213 and all exhibits, constitute the entire agreement of the parties and no other understanding or communication, whether written or oral, shall be construed to be a part of this Agreement.

14. CAPTIONS:

- A. The clause headings appearing in this Agreement have been inserted for the purpose of convenience and ready reference. They do not purport to and shall not be deemed to define, limit or extend the scope or intent of the clauses to which they pertain.

15. PUBLIC HEARINGS:

- A. If public hearings on the subject matter dealt with in this Agreement are held within one year from the Agreement expiration date, Contractor shall make available to testify the personnel assigned to this Agreement at the hourly rates specified in Contractor's proposed budget. DSH shall reimburse Contractor for travel of said personnel at the Agreement, or if none, at State rates for such testimony as may be requested by DSH.

16. FORCE MAJEURE:

- A. Neither DSH nor Contractor shall be deemed to be in default in the performance of the terms of this Agreement if either party is prevented from performing the terms of this Agreement by causes beyond its control, which shall include without being limited to: acts of God; interference, rulings or decision by municipal, Federal, State or other governmental agencies, boards or commissions; any laws and/or regulations of such municipal, State, Federal, or other governmental bodies; or any catastrophe resulting from flood, fire, explosion, earthquakes or other similar environmental causes beyond the control of the defaulting party. If any of the stated contingencies occur, the party delayed by force majeure shall immediately give the other party written notice of the cause of delay. The party delayed by force majeure shall use reasonable diligence to correct the cause of the delay, if correctable.

17. LITIGATION:

- A. DSH, promptly after receiving notice thereof, shall notify Contractor in writing of the commencement of any claim, suit, or action against DSH or its officers or employees for which Contractor must provide indemnification under this Agreement. The failure of DSH to give such notice, information, authorization or assistance shall not relieve Contractor of its indemnification obligations. Contractor shall immediately notify DSH of any claim or action against it which affects, or may affect, this Agreement, the terms or conditions hereunder, DSH, and shall take such action with respect to said claim or action which is consistent with the terms of this Agreement and the interest of DSH.
- B. Contractor shall be in default of this Agreement (i) upon the institution by or against Contractor of insolvency, receivership or bankruptcy proceedings or any other proceedings for the settlement of Contractor's debts, (ii) upon Contractor making an assignment for the benefit of creditors, (iii) upon either party's dissolution or ceasing to do business or (iv) when the facts and circumstances indicate that Contractor is insolvent. For purposes of this Agreement, Contractor shall be deemed insolvent if: (i) Contractor has failed to pay salaries, overtime or benefits required by law of agreement, (ii) Contractor has failed to pay a subcontractor amounts owed pursuant to its agreements with a subcontractor, or (iii) Contractor has failed to pay a vendor amounts Contractor owes the vendor for more than 90 days the past due date for payment.

18. DISPUTES:

- A. Contractor shall first discuss and attempt to resolve any dispute arising under or relating to the performance of this Agreement.

19. EVALUATION OF CONTRACTOR'S PERFORMANCE:

- A. The DSH shall evaluate Contractor's performance under this Agreement using standardized evaluation forms which shall be made available to every state agency pursuant to Public Contracts Code section 10367.

20. AUDITS, INSPECTION AND ENFORCEMENT:

- A. Contractor agrees to allow DSH to inspect its facilities and systems and make available for review its books and records to enable DSH to monitor compliance with the terms of this Agreement and audit invoices submitted to DSH.
- B. Contractor shall promptly remedy any violation of any provision of this Agreement to the satisfaction of DSH.
- C. The fact that DSH inspects, or fails to inspect, or has the right to inspect Contractor's facilities, systems, books and records does not relieve Contractor of its responsibility to independently monitor its compliance with this Agreement.
- D. DSH's failure to detect or DSH's detection of any unsatisfactory practices, but failure to notify Contractor or require Contractor's remediation of the unsatisfactory practices does not constitute acceptance of such practice or a waiver of DSH's enforcement rights under the Agreement.

21. USE OF STATE FUNDS:

- A. Contractor, including its officers and members, shall not use funds received from DSH pursuant to this Agreement to support or pay for costs or expenses related to the following:
 - i. Campaigning or other partisan activities to advocate for either the election or defeat of any candidate for elective office, or for or against the passage of any proposition or ballot measure; or,
 - ii. Lobbying for either the passage or defeat of any legislation.
- B. This provision is not intended and shall not be construed to limit any expression of a view, opinion, or position of any member of Contractor as an individual or private citizens, as long as state funds are not used; nor does this provision limit Contractor from merely reporting the results of a poll or survey of its membership.

22. CANCELLATION PROVISIONS:

- A. Unless otherwise specified, this Agreement may be canceled at any time by DSH, in writing, with thirty (30) days advance notice. If canceled, payment shall be made only for the provision of services expressly authorized by this Agreement until the date of cancellation and only at the rates set forth in Exhibit B, Budget Detail. In the case of early termination, a final payment will be

made to Contractor upon receipt of an invoice covering all authorized costs, at the rates set forth in Exhibit B, incurred prior to the date of cancellation or termination. DSH shall not be responsible for unamortized costs, overhead or capital costs or any other related costs, including but, not limited to costs incurred in connection with the cancellation of leases or contracts pertaining to facilities, equipment or supplies, labor and employee benefits costs, and expenditures incurred after the date of notice of cancellation.

- B. If DSH determines that Contractor has breached a material term of the Agreement and has not cured the breach or ended the violation within the time specified by DSH, DSH may terminate the contract by providing notice to Contractor. DSH Information Security Officer shall report as required HIPAA violations to the Secretary of the U.S. Department of Health and Human Services.
- C. Failure to comply with section 1 or 6 of this Exhibit, or a violation of section 12 of this Exhibit, shall be deemed a material breach of this Agreement.

23. EMPLOYMENT PROVISIONS:

- A. Contractor acknowledges and agrees that neither Contractor, their personnel, subcontractors, nor other service providers through this Agreement are employees of DSH. Contractor and its independent contractors shall be solely responsible for:
 - i. Paying any and all payroll taxes, including, but not limited to Social Security and Medicare taxes,
 - ii. Federal or state income tax withholding,
 - iii. Providing unemployment insurance and workers compensation insurance, and
 - iv. Paying compensation to its employees in accordance with federal and state labor laws, including overtime pay unless otherwise specified in this Agreement, as well as penalties that may be imposed for failure to comply with these laws. Contractor agrees to indemnify and hold harmless DSH for any damages, losses, expenses, including reasonable attorney fees, in connection with its failure to pay salary or overtime, or provide benefits, including, but not limited to health care benefits or retirement benefits, to its employees, or its failure to provide to comply with federal or state labor laws.

24. LIABILITY FOR LOSS AND DAMAGES:

- A. Any damages by Contractor, their personnel, subcontractors, and other service providers through this Agreement to DSH's facility, including equipment, furniture, materials, or other State or DSH property, shall be repaired or replaced by Contractor to the satisfaction of DSH at Contractor's expense. DSH, at its option, may repair any such damage and deduct the cost thereof from any sum due Contractor under this Agreement.

25. SECURITY CLEARANCE/FINGERPRINTING/TUBERCULIN SKIN TESTING:

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

26. PHYSICIAN OWNERSHIP AND REFERRAL ACT OF 1993:

- A. For applicable medical services contracts, and in accordance with the Physician Ownership and Referral Act of 1993, Contractor shall not refer any patient to any health care provider or health-related facility if Contractor has a financial interest with that health care provider or health-related facility.
- B. Contractor may make a referral to or request consultation from a sole source health care provider or health-related facility in which financial interest is held if Contractor is located where there is no alternative provider of service within either twenty-five (25) miles or forty (40) minutes travel time, subject to the prior approval of DSH. Contractor shall disclose, in writing, as well as on a continuous basis, to DSH, its financial interest at the time of referral or request for consultation. In no event, will this prohibit patients from receiving emergency health care services.

27. AMENDMENTS:

- A. The parties reserve the right to amend this Agreement as mutually agreed upon. This is in addition to the right to amend for other reasons contained in this Agreement or noted in the solicitation that resulted in this Agreement, if applicable. Any amendment shall be in writing and signed by both parties and be approved by the Department of General Services if such approval is required.

28. GENERATIVE ARTIFICIAL INTELLIGENCE (GenAI):

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

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

EXHIBIT E

CONFIDENTIALITY AND INFORMATION SECURITY PROVISIONS

These Confidentiality and Information Security Provisions (for HIPAA/HITECH Act contracts) set forth the information privacy and security requirements Contractor is obligated to follow with respect to all confidential information (as defined herein) disclosed to Contractor, or collected, created, maintained, stored, transmitted, or used by Contractor for or on behalf of the California Department of State Hospitals (DSH), pursuant to Contractor's agreement with DSH. DSH and Contractor (the parties) desire to protect the privacy and provide for the security of DSH confidential information pursuant to this Exhibit and in compliance with state and federal laws applicable to the confidential information.

1. CONFIDENTIALITY AND INFORMATION SECURITY PROVISIONS:

- A. Contractor shall comply with applicable laws and regulations, including but not limited to Welfare and Institutions Code sections 14100.2 and 5328 et seq. (2021), the Lanterman-Petris-Short Act, Civil Code section 1798 et seq. (2021), the Information Practices Act of 1977, Health and Safety Code section 123100 et seq. (2021), the Patient Access to Health Records Act, Title 42, Code of Federal Regulations (C.F.R.) part 431.300 et seq. (2021), and the Health Insurance Portability and Accountability Act of 1996 (HIPAA), including but not limited to section 1320d et seq. of Title 42 of the United States Code and its implementing regulations (including but not limited to Title 45, Code of Federal Regulations (C.F.R.), parts 160, 162 and 164 (2021) (HIPAA regulations) regarding the confidentiality and security of protected health information (PHI). The following provisions of this Exhibit set forth some of the requirements of these statutes and regulations. This Exhibit should not be considered an exclusive list of the requirements. Contractor is required to fulfill the requirements of these statutes and regulations by independently researching and obtaining legal advice on these requirements as they may be amended from time to time.
- B. Order of Precedence: With respect to confidentiality and information security provisions for all DSH confidential information, the terms and conditions of this Exhibit shall take precedence over any conflicting terms or conditions set forth in any other part of the agreement between Contractor and DSH, including Exhibit A (Scope of Work), all other exhibits and any other attachments, and shall prevail over any such conflicting terms or conditions.
- C. Effect on lower tier transactions: The terms of this Exhibit shall apply to all contracts, subcontracts, and subawards, and the information privacy and security requirements Contractor is obligated to follow with respect to DSH confidential information disclosed to Contractor, or collected, created, maintained, stored, transmitted or used by Contractor for or on behalf of DSH, pursuant to Contractor's agreement with DSH. When applicable, the Contractor shall incorporate the relevant provisions of this Exhibit into each subcontract or subaward to its agents, subcontractors, or independent consultants.

2. DEFINITIONS:

- A. The following terms used in the agreement between DSH and Contractor shall have the same meaning as those terms in the HIPAA Rules: Breach, Covered Entity, Data Aggregation, Disclosure, Health Care Operations, Individual, Minimum Necessary, Protected Health Information, Secretary, Subcontractor, Unsecured Protected Health Information, and Use.

B. Specific Definitions

- i. **Contractor.** Contractor shall have the same meaning as the term “business associate” at 45 C.F.R. section 160.103 (2021).
- ii. **Breach.** With respect to Contractor’s handling of confidential information, “breach” shall have the same meaning as the term “breach” in HIPAA, 45 C.F.R. section 164.402 (2021).
- iii. **HIPAA Rules.** HIPAA Rules shall mean the Privacy, Security, Breach Notification, and Enforcement Rules at 45 C.F.R. parts 160 and 164 (2021).
- iv. **Confidential Information.** Confidential information shall mean information or data that is Protected Health Information or Personal Information as defined herein.
- v. **Personal Information (PI).** Personal Information shall have the same meaning as defined in Civil Code section 1798.3, subdivision (a) (2021).
- vi. **Required by law,** as set forth under 45 C.F.R. section 164.103 (2021), shall mean a mandate contained in law that compels an entity to make a use or disclosure of PHI that is enforceable in a court of law. This includes, but is not limited to, court orders and court-ordered warrants, subpoenas or summons issued by a court, grand jury, a governmental or tribal inspector general, or an administrative body authorized to require the production of information, and a civil or an authorized investigative demand. It also includes Medicare conditions of participation with respect to health care providers participating in the program, and statutes or regulations that require the production of information, including statutes or regulations that require such information if payment is sought under a government program providing public benefits.
- vii. **Security Incident.** Security Incident shall mean the intentional attempted or successful unauthorized access, use, disclosure, modification, or destruction of PHI or PI, or confidential data that is essential to the ongoing operation of Contractor’s organization and intended for internal use; or interference with system operations in an information system.

3. OBLIGATIONS AND ACTIVITIES OF BUSINESS ASSOCIATE:**A. Contractor agrees to:**

- i. not use or disclose confidential information other than as permitted or required by the agreement between DSH and Contractor or as required by law. Any use or disclosure of DSH confidential information shall be the Minimum Necessary;
- ii. use appropriate safeguards, and comply with Subpart C of 45 C.F.R. part 164 (2021) with respect to electronic confidential information, to prevent use or disclosure of confidential information other than as provided for by the agreement with DSH;
- iii. report to DSH any use or disclosure of confidential information not provided for by the agreement with DSH of which it becomes aware, including breaches of unsecured protected health information as required at 45 C.F.R. section 164.410 (2021), and any security incident of which it becomes aware;

- iv. in accordance with 45 C.F.R. sections 164.502(e)(1)(ii) and 164.308(b)(2) (2021), if applicable, ensure that any agents and subcontractors that create, receive, maintain, or transmit confidential information on behalf of Contractor enter into a written agreement with Contractor agreeing to be bound to the same restrictions, conditions, and requirements that apply to Contractor with respect to such information;
- v. to provide access and make available confidential information in a designated record set to DSH or to an Individual in accordance with 45 C.F.R. section 164.524 (2021) and California Health and Safety Code section 123100 et seq. (2021). Designated Record Set shall mean the group of records maintained for DSH that includes medical, dental, and billing records about individuals; enrollment, payment, claims adjudication, and case or medical management systems maintained for DSH health plans; or those records used to make decisions about individuals on behalf of DSH. Contractor shall use the forms and processes developed by DSH for this purpose and shall respond to requests for access to records transmitted by DSH within fifteen (15) calendar days of receipt of the request by producing the records or verifying that there are none;
- vi. if Contractor maintains an Electronic Health Record with PHI and an Individual requests a copy of such information in an electronic format, Contractor shall provide such information in an electronic format to enable DSH to fulfill its obligations under the HITECH Act, including but not limited to, 42 U.S.C. section 17935(e) (2021);
- vii. if Contractor receives data from DSH that was provided to DSH by the Social Security Administration, upon request by DSH, Contractor shall provide DSH with a list of all employees, subcontractors, and agents who have access to the Social Security data, including employees, contractors, and agents of its subcontractors and agents;
- viii. make any amendment(s) to confidential information in a Designated Record Set as directed or agreed to by DSH pursuant to 45 C.F.R. section 164.526 (2021), or take other measures as necessary to satisfy DSH's obligations under 45 C.F.R. section 164.526 (2021);
- ix. to document and make available to DSH or (at the direction of DSH) to an Individual within 15 days such disclosures of PHI, and information related to such disclosures, necessary to respond to a proper request by the Individual for an accounting of disclosures of PHI, in accordance with the HITECH Act and its implementing regulations, including but not limited to 45 C.F.R. section 164.528 (2021) and 42 U.S.C. section 17935(c) (2021). If Contractor maintains electronic health records for DSH as of January 1, 2009, Contractor must provide an accounting of disclosures, including those disclosures for treatment, payment, or health care operations, effective with disclosures on or after January 1, 2014. If Contractor acquires electronic health records for DSH after January 1, 2009, Contractor must provide an accounting of disclosures, including those disclosures for treatment, payment, or health care operations, effective with disclosures on or after the date the electronic health record is acquired, or on or after January 1, 2011, whichever date is later. The electronic accounting of disclosures shall be for disclosures during the three years prior to the request for an accounting;
- x. to the extent Contractor is to carry out one or more of DSH's obligation(s) under Subpart E of 45 C.F.R. part 164 (2021), comply with the requirements of Subpart E that apply to DSH in the performance of such obligation(s); and

- xi. make its internal practices, books, and records available to the Secretary for purposes of determining compliance with the HIPAA regulations.
- xii. comply with all legal obligations pursuant to the California Consumer Privacy Protection Act (CCPA) of Contractor, its employees, agents and sub-contractors, including but not limited to the handling and disclosure of personal information received resulting from this agreement, abiding by CCPA notice requirements on Contractor's website(s), safeguarding personal information received in connection with this agreement, refraining from using personal information received in connection with this agreement outside of the enumerated business purpose contained therein. Contractor's failure to comply with such laws and regulations shall constitute a material breach of this Agreement, and shall be grounds for immediate termination of the Agreement by DSH, pursuant to section 7 of Exhibit C. By executing this Agreement, Contractor certifies that it is aware of its legal obligations as set forth under the CCPA, that it is in compliance with the CCPA, and shall remain in compliance with all such laws and regulations for the term of this Agreement.
- xiii. indemnify and hold the DSH harmless from and against any and all liability, loss, suit, damage or claim, including third party claims brought against the DSH, pursuant to section 5 of Exhibit C of this Agreement, as well as damages and reasonable costs assessed against the DSH by a court of competent jurisdiction (or, at Contractor's option, that are included in a settlement of such claim or action in accordance herewith), to the fullest extent permitted by State law, to the extent such claim arises from Contractor's violation of the CCPA in relation to Contractor's performance under this agreement; provided, that (i) Contractor is notified promptly in writing of the claim; (ii) Contractor controls the defense and settlement of the claim; (iii) Contractor provides a defense with counsel approved by the DSH; and (iv) the DSH cooperates with all reasonable requests of Contractor (at Contractor's expense) in defending or settling the claim.

4. PERMITTED USES AND DISCLOSURES OF CONFIDENTIAL INFORMATION BY THE CONTRACTOR:

- A. Except as otherwise provided in the agreement between Contractor and DSH, Contractor, may use or disclose DSH confidential information to perform functions, activities or services identified in the agreement with DSH provided that such use or disclosure would not violate federal or state laws or regulations.
- B. Contractor may not use or disclose the confidential information except as provided and permitted or required by this agreement with DSH or as required by law.
- C. Contractor may use and disclose confidential information for the proper management and administration of the Contractor or to carry out the legal responsibilities of the Contractor, provided that such uses and disclosures are required by law.
- D. Contractor may use confidential information to provide data aggregation services related to the health care operations of the DSH. Data aggregation means the combining of DSH confidential information created or received by Contractor on behalf of DSH with confidential information received by Contractor in its capacity as the business associate of another Covered Entity, to permit data analyses that relate to the health care operations of DSH.

5. SAFEGUARDS:

- A. Contractor shall develop and maintain an information privacy and security program that includes the implementation of administrative, technical, and physical safeguards. The information privacy and security program shall reasonably and appropriately protect the confidentiality, integrity, and availability of the confidential information that it creates, receives, maintains, or transmits; and prevent the use or disclosure of confidential information other than as provided for by the agreement with DSH. Contractor shall provide the DSH with information concerning such safeguards as the DSH may reasonably request from time to time.
- B. Contractor shall implement administrative, technical, and physical safeguards to ensure the security of the DSH information on portable electronic media (e.g., USB drives and CD-ROM) and in paper files. Administrative safeguards to be implemented shall include, but are not limited to training, instructions to employees, and policies and procedures regarding the HIPAA Privacy Rule. Technical safeguards to be implemented must comply with the HIPAA Security Rule and Subpart C of part 164 of the HIPAA regulations with respect to electronic confidential information, and shall include, but are not limited to, role-based access, computer passwords, timing out of screens, storing laptop computers in a secure location (never leaving the equipment unattended at workplace, home or in a vehicle) and encryption. Physical safeguards to be implemented shall include, but are not limited to, locks on file cabinets, door locks, partitions, shredders, and confidential destruct.

6. AUTHENTICATION:

- A. Contractor shall implement appropriate authentication methods to ensure information system access to confidential information is only granted to properly authenticated and authorized persons. If passwords are used in user authentication (e.g., username/password combination), Contractor shall implement strong password controls on all compatible computing systems that are consistent with the National Institute of Standards and Technology (NIST) Special Publication 800-53 and the SANS Institute Password Protection Policy.
- i. Contractor shall implement the following security controls on each server, workstation, or portable (e.g., laptop computer) computing device that processes or stores confidential, personal, or sensitive data:
- (1) network-based firewall and/or personal firewall,
 - (2) continuously updated anti-virus software and
 - (3) patch-management process including installation of all operating system/software vendor security patches.
- ii. Encrypt all confidential, personal, or sensitive data stored on portable electronic media (including, but not limited to, CDs and thumb drives) and on portable computing devices (including, but not limited to, laptop computers, smart phones and PDAs) with a solution that uses proven industry standard algorithms.
- iii. Prior to disposal, sanitize all DSH confidential data contained in hard drives, memory devices, portable electronic storage devices, mobile computing devices, and networking equipment in a manner consistent with the National Institute of Standards and Technology (NIST) Special Publication 800-88.

- iv. Contractor shall not transmit confidential, personal, or sensitive data via e-mail or other Internet transport protocol over a public network unless, at minimum, a 128-bit encryption method (for example AES, 3DES, or RC4) is used to secure the data.

7. MITIGATION OF HARMFUL EFFECTS:

- A. Contractor shall mitigate, to the extent practicable, any harmful effect that is known to Contractor of a use or disclosure of confidential information by Contractor or its subcontractors in violation of the requirements of the agreement.

8. NOTIFICATION OF BREACH:

- A. During the term of the agreement with DSH, Contractor shall report to DSH any use or disclosure of information not provided for by its contract of which it became aware including breaches of unsecured confidential information as required by 45 C.F.R. section 164.410 (2021).

9. DISCOVERY OF BREACH:

- A. Contractor shall immediately notify the DSH Chief Information Security Officer by telephone call and email upon the discovery of a breach of confidential information in all forms (paper, electronic, or oral) if the confidential information was, or is reasonably believed to have been, acquired by an unauthorized person, or within 24 hours by email or fax of the discovery of any suspected security incident, intrusion or unauthorized use or disclosure of confidential information in violation of the agreement with DSH, or potential loss of DSH confidential data. If the security incident occurs after business hours or on a weekend or holiday, notification shall be provided by calling the DSH Chief Information Security Officer. Contractor shall take:
 - i. prompt corrective action to mitigate any risks or damages involved with the breach and to protect the operating environment; and
 - ii. any action pertaining to such unauthorized disclosure required by applicable federal and state laws and regulations.

10. INVESTIGATION OF BREACH:

- A. Contractor shall immediately investigate such security incident, breach, or unauthorized use or disclosure of DSH confidential information. Within 8 hours of discovery (of the breach), Contractor shall notify the DSH Chief Information Security Officer of at least the following:
 - i. the data elements involved and the extent of the confidential data involved in the breach;
 - ii. a description of the unauthorized person(s) known or reasonably believed to have improperly acquired, accessed, used, transmitted, sent or disclosed confidential information;
 - iii. a description of where and when the confidential information is believed to have been improperly acquired, accessed, used, transmitted, sent or disclosed;
 - iv. a description of the probable causes of the improper acquisition, access, use, transmission, sending, or disclosure; and

- v. whether Civil Code sections 1798.29 or 1798.82 or any other federal or state laws requiring individual notifications of breaches are required.

11. WRITTEN REPORT:

- A. Contractor shall provide a written report of the investigation to the DSH Information Security Officer within ten (10) working days of the discovery of the breach or unauthorized use or disclosure. The report shall include, but not be limited to, the information specified above, an estimation of cost for remediation, as well as a full, detailed corrective action plan, including information on measures that were taken to halt and/or contain the improper use or disclosure.

12. NOTIFICATION OF INDIVIDUALS:

- A. Contractor shall notify individuals of the breach or unauthorized use or disclosure when notification is required under state or federal law and to pay any costs of such notifications, as well as any costs associated with the breach. Notification shall be made in the most expedient time possible without reasonable delay. The DSH Program Contract Manager, DSH Chief Information Security Officer, and DSH Chief Privacy Officer shall approve the time, manner, and content of any such notifications and their review and approval must be obtained by Contractor before the notifications are made.

13. DSH CONTACT INFORMATION:

- A. Contractor shall direct communications to the DSH Program Contract Manager, DSH Chief Information Security Officer, and DSH Chief Privacy Officer Contractor shall initiate contact as indicated herein. DSH reserves the right to make changes to the contact information below by giving written notice to Contractor. Said changes shall not require an amendment to the agreement between the parties to which it is incorporated.

DSH Contract Manager	DSH Chief Privacy Officer	DSH Chief Information Security Officer
See Exhibit A - Scope of Work for contact information	Chief Privacy Officer Office of Legal Services 1215 O Street, MS-5 Sacramento, CA 95814 Email: privacy.officer@dsh.ca.gov Telephone: 916-562-3721	Chief Information Security Officer Information Security Office 1215 O Street, MS-4 Sacramento, CA 95814 Email: iso@dsh.ca.gov and security@dsh.ca.gov Telephone: 916-654-4218

14. INTERNAL PRACTICES:

- A. Contractor shall make Contractor’s internal practices, books and records relating to the use and disclosure of DSH confidential information received from DSH, or created, maintained or received by Contractor, available to DSH or to the Secretary in a time and manner designated by DSH or by the Secretary, for purposes of determining DSH’s compliance with HIPAA regulations.

15. EMPLOYEE TRAINING AND DISCIPLINE:

- A. Contractor shall train and use reasonable measures to ensure compliance with the requirements of the agreement between DSH and Contractor by employees who assist in the performance of functions or activities under this agreement and use or disclose confidential information; and discipline such employees who intentionally violate any provisions of this agreement.

16. EFFECT OF TERMINATION:

- A. Upon termination or expiration of the agreement between Contractor and DSH for any reason, Contractor shall return, at its sole expense, to DSH all confidential information within five (5) business days or as otherwise specified in the request or notice to return records or, if agreed to by DSH, destroy all confidential information received from DSH or created or received by Contractor on behalf of DSH, that Contractor still maintains in any form. Contractor shall retain no copies of DSH confidential information. However, if return or destruction is not feasible, Contractor shall continue to extend the protections and provisions of the agreement to such information, and limit further use or disclosure of such confidential information to those purposes that make the return or destruction of such confidential information infeasible. This provision shall apply to DSH confidential information that is in the possession of Contractor, its subcontractor(s), or its agent(s).

17. MISCELLANEOUS PROVISIONS:

- A. DSH shall notify Contractor and Contractor shall notify DSH of restrictions on disclosures or the manner of confidential communications requested and agreed to by Contractor or DSH from an Individual to satisfy 45 C.F.R. section 164.522 (2021).
- B. Assistance in Litigation or Administrative Proceedings. Contractor shall make itself, and use its best efforts to make any subcontractors, employees or agents assisting Contractor in the performance of its obligations under the agreement with DSH, available to DSH at no cost to DSH to testify as witnesses, or otherwise, in the event of litigation or administrative proceedings being commenced against DSH, its directors, officers or employees for claimed violations of HIPAA, regulations or other laws relating to security and privacy based upon actions or inactions of Contractor and/or its subcontractors, employees, or agents, except where Contractor or its subcontractors, employees, or agents is a named adverse party.
- C. No Third-Party Beneficiaries. Nothing expressed or implied in the terms and conditions of the agreement between Contractor and DSH is intended to confer, nor shall anything herein confer, upon any person other than DSH or Contractor and their respective successors or assignees, any rights, remedies, obligations or liabilities whatsoever.
- D. The terms and conditions in this Agreement shall be interpreted as broadly as necessary to implement and comply with the HIPAA regulations and applicable federal and state laws. The parties agree that any ambiguity in the terms and conditions of the agreement between the parties shall be resolved in favor of a meaning that complies and is consistent with state and federal law, including HIPAA and the HIPAA regulations.
- E. A reference in the terms and conditions of the agreement between DSH and Contractor to any HIPAA regulation relates to that section in effect or as amended.
- F. The obligations of Contractor under this Exhibit E shall survive the termination or expiration of the agreement.

18. JUDICIAL OR ADMINISTRATIVE PROCEEDINGS:

- A. DSH may immediately terminate the agreement between Contractor and DSH if (a) Contractor is found liable in a civil or criminal proceeding for a violation of the HIPAA Privacy or Security Rule or (b) a finding or stipulation that Contractor has violated a privacy or security standard or requirement of HIPAA, or other security or privacy laws made in an administrative or civil proceeding in which Contractor is a party.

19. TERMINATION FOR CAUSE:

- A. In accordance with 45 C.F.R. section 164.504(e)(1)(ii) (2021), upon DSH's knowledge of a material breach or violation of this Exhibit by Contractor, DSH shall:
 - i. Provide an opportunity for Contractor to cure the breach or end the violation and terminate the agreement if Contractor does not cure the breach or end the violation within the time specified by DSH; or
 - ii. Immediately terminate the agreement pursuant to section 7 of Exhibit C of this Agreement, if Contractor has breached a material term of this Exhibit and cure is not possible.

CCC 04/2017

CERTIFICATION

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

<i>Contractor/Bidder Firm Name (Printed)</i> County of Kings		<i>Federal ID Number</i> 94-6000814
<i>By (Authorized Signature)</i>		
<i>Printed Name and Title of Person Signing</i> Doug Verboon, Chairman of the Board of Supervisors		
<i>Date Executed</i>	<i>Executed in the County of</i> Kings	

CONTRACTOR CERTIFICATION CLAUSES

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

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

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

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

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

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

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

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

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

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

6. SWEATFREE CODE OF CONDUCT:

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

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

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

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

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

DOING BUSINESS WITH THE STATE OF CALIFORNIA

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

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

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

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

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

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

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

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

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

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

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

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

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

5. CORPORATE QUALIFICATIONS TO DO BUSINESS IN CALIFORNIA:

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

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

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

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

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

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

Pursuant to Public Contract Code section 2010, a person that submits a bid or proposal to, or otherwise proposes to enter into or renew a contract with, a state agency with respect to any contract in the amount of \$100,000 or above shall certify, under penalty of perjury, at the time the bid or proposal is submitted or the contract is renewed, all of the following:

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

CERTIFICATION

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

Proposer/Bidder Firm Name (Printed)	Federal ID Number
County of Kings	94-6000814

By (Authorized Signature)

Printed Name and Title of Person Signing

Doug Verboon, Chairman of the Board of Supervisors

Executed in the County of	Executed in the State of
Kings	CA

Date Executed

DARFUR CONTRACTING ACT CERTIFICATION

DGS PD 1 (Rev. 12/19)

Public Contract Code Sections 10475 -10481 applies to any company that currently or within the previous three years has had business activities or other operations outside of the United States. For such a company to bid on or submit a proposal for a State of California contract, the company must certify that it is either a) not a scrutinized company; or b) a scrutinized company that has been granted permission by the Department of General Services to submit a proposal.

If your company has not, within the previous three years, had any business activities or other operations outside of the United States, you do **not** need to complete this form.

OPTION #1 - CERTIFICATION

If your company, within the previous three years, has had business activities or other operations outside of the United States, in order to be eligible to submit a bid or proposal, please insert your company name and Federal ID Number and complete the certification below.

I, the official named below, CERTIFY UNDER PENALTY OF PERJURY that a) the prospective proposer/bidder named below is **not** a scrutinized company per Public Contract Code 10476; and b) I am duly authorized to legally bind the prospective proposer/bidder named below. This certification is made under the laws of the State of California.

<i>Company/Vendor Name (Printed)</i> County of Kings	<i>Federal ID Number</i> 94-6000814
<i>By (Authorized Signature)</i>	<i>Date</i>
<i>Printed Name and Title of Person Signing</i> Doug Verboon, Chairman of the Board of Supervisors	

OPTION #2 – WRITTEN PERMISSION FROM DGS

Pursuant to Public Contract Code Section 10477(b), the Director of the Department of General Services may permit a scrutinized company, on a case-by-case basis, to bid on or submit a proposal for a contract with a state agency for goods or services, if it is in the best interests of the state. If you are a scrutinized company that has obtained written permission from the DGS to submit a bid or proposal, complete the information below.

We are a scrutinized company as defined in Public Contract Code section 10476, but we have received written permission from the Department of General Services to submit a bid or proposal pursuant to Public Contract Code section 10477(b). A copy of the written permission from DGS is included with our bid or proposal.

<i>Company/Vendor Name (Printed)</i>	<i>Federal ID Number</i>
<i>By (Authorized Signature)</i>	<i>Date</i>
<i>Printed Name and Title of Person Signing</i>	

Generative Artificial Intelligence (GenAI) Disclosure & Factsheet

Bidder/Offer Information

Solicitation Number County of Kings	Bidder ID/Vendor ID (optional) (559) 852-2375
Business Name 1400 W. Lacey Blvd.	Business Telephone Number Hanford CA 93230
Business Address	City State Zip Code

GenAI Disclosure & Factsheet

Will you be using or offering GenAI technology, model, or service (collectively, "system")? Yes No (If No, skip to Signature section of this form.)

If yes, provide details regarding the GenAI system"). See *GenAI Disclosure & Factsheet Definitions* at the end of this form for more information.

Failure to disclose GenAI to the State and submit the detailed description may result in disqualification and may void any resulting contract.

1. GenAI Model Name, Version (including number of parameters)	
2. Model Owner	
3. Overview	
4. Purpose	
5. Intended Domain	
6. Model Training Data	
7. Model Information	

8. Input and Outputs	
9. Performance Metrics	
10. Optimal Conditions	
11. Poor Conditions	
12. Bias	
13. Test Data	

Explain below how you are ensuring the GenAI system is not adversely affecting “decisions that materially impact access to, or approval for, housing or accommodations, education, employment, credit, health care, and criminal justice.” (AB 302, Department of Technology: High-Risk automated decision systems: inventory).

Signature

By signing this document, I certify that I have identified and disclosed, if any, all GenAI components in the proposed solution or service.

Signature

Date

GenAI Disclosure & Factsheet Definitions

Please use the following definitions to complete the GenAI Disclosure and Factsheet:

1. Model Name, Version & Number of Parameters:

- Definition: The unique identifier or name assigned to the specific GenAI model or service.
- Purpose: Allows users to refer to and distinguish between different GenAI models.

2. Model Owner

- Definition: The name of the organization or entity responsible for creating or deploying the GenAI model or service.
- Importance: Helps identify the source and accountability for the GenAI system.

3. Overview:

- Definition: A concise summary of the GenAI model's purpose, functionality, and key characteristics.
- Role: Provides a high-level understanding for users and stakeholders.

4. Purpose:

- Definition: The intended use or goal of the GenAI model (e.g., image recognition, natural language processing, text summarization).
- Significance: Helps users assess whether the GenAI model aligns with their needs.

5. Intended Domain:

- Definition: The context, subject matter or domain for which the GenAI model is designed to operate effectively.
- Importance: Helps users determine if the GenAI model is suitable for their specific use case.

6. Training Data:

- Definition: Information used to train the GenAI model (e.g., labeled images, text corpora).
- Role: Influences the GenAI model's behavior and performance.

7. Model Information:

- Definition: Details about the architecture, parameters, and configuration of the GenAI model.
- Relevance: Provides insights into how the GenAI model functions.

8. Inputs and Outputs:

- Definition:
 - Inputs: The data or features provided to the model for prediction (e.g., images, text).
 - Outputs: The GenAI model's predictions or results (e.g., class labels, probabilities).
- Understanding: Crucial for integrating the GenAI model into applications.

9. Performance Metrics:

- Definition: Quantitative measures (e.g., accuracy, F1-score) used to evaluate the GenAI model's performance.
- Assessment: Determines how well the GenAI model meets its intended purpose.
- Continuous Monitoring Plan: Establishes a plan for continuous monitoring and evaluation of the GenAI model's performance.

10. Optimal Conditions:

- Definition: The ideal environment or context for the GenAI model to perform optimally.
- Contextual Guidance: Helps users achieve the best results.

11. Poor Conditions:

- Definition: Scenarios or conditions where the GenAI model's performance may degrade.
- Risk Awareness: Alerts users to potential limitations.

12. Bias:

- Definition: Any systematic error or unfairness in the GenAI model's predictions due to biased training data or design.
- Mitigation: Addressing bias is crucial for ethical and unbiased GenAI.

13. Test Data:

- Definition: Independent data used to evaluate the GenAI model's performance after training.
- Validation: Ensures the GenAI model generalizes well to unseen examples.

Agreement No. ____

AGREEMENT BETWEEN THE COUNTY OF KINGS AND CALIFORNIA HEALTH AND RECOVERY SOLUTIONS, P.C. FOR THE PROVISION OF A JAIL BASED COMPETENCY TREATMENT PROGRAM

THIS AGREEMENT is made and entered into as of the ____ day of _____, 2024, by and between the County of Kings, a political subdivision of the State of California (“County”), and **California Health and Recovery Solutions, P.C.**, a California Professional Corporation (“Contractor”) (singularly a “Party,” collectively the “Parties”). The terms County, County of Kings and Sheriff’s Office are used interchangeably in this Agreement.

RECITALS

WHEREAS, the County, in conjunction with the State of California, Department of State Hospitals (“DSH”), requires a contractor to operate a Jail Based Competency Treatment (“JBCT”) Program within the Kings County Jail to provide restoration to competency services to individuals who have been found incompetent to stand trial under Section 1370 of the Penal Code; and

WHEREAS, Contractor is ready, willing, able, and qualified to perform such services.

NOW, THEREFORE, the Parties mutually agree as follows:

1. SCOPE OF SERVICES

County engages Contractor and Contractor shall do, perform, and carry out the services set forth in **Exhibit A**.

Contractor understands and agrees that the scope of work outlined in **Exhibit A** shall satisfy all performance measures, program elements, and any applicable general or special terms or conditions of the County’s agreement with DSH to provide a JBCT program within the Kings County Jail (“DSH Agreement”). A copy of the DSH Agreement is attached to this Agreement as **Exhibit A-1**.

In carrying out the services set forth in **Exhibit A**, Contractor shall work cooperatively with the County’s detention staff and detention medical provider to coordinate care for individuals in the JBCT Program while in the program and once released from the program. Cooperation and coordination shall include, but not be limited to, sharing medical information with the County’s detention staff or medical provider as necessary and in accordance with state and federal privacy laws. Failure to work cooperatively with the County’s detention staff and detention medical provider shall be a material breach of this Agreement.

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2. COMPENSATION

Contractor shall not be entitled to nor receive from County any additional consideration, compensation, or other remuneration for services rendered under this Agreement except as set forth herein:

Medications	Up to \$91,636
Salary and Benefits	Up to \$754,969
On-site labs/supplies	Up to \$21,028
Annual Treatment/Program Replenishment Costs	Up to \$10,000
TOTAL COST	Up to \$877,633

Should insufficient funds be appropriated for this Agreement, the County reserves the right to propose an amendment or unilaterally terminate this Agreement immediately.

Upon submission of an invoice by Contractor, and upon approval of the County’s representative, the County shall pay Contractor monthly in arrears, up to the maximum amount provided for herein. Each invoice must include a description of services rendered, to whom, date of service, and the charges according to the agreed upon method.

3. TERM

This Agreement commences on July 1, 2024, and terminates on June 30, 2025, unless otherwise terminated under this Agreement or if amended by the Parties.

4. RESPONSIBILITIES OF CONTRACTOR

a. REQUISITE SKILLS

Contractor possesses the requisite skills necessary to perform the work under this Agreement and County relies upon such skills. Contractor shall, at all times utilizing its ability, experience and talent, to faithfully, industriously and professionally perform the work set forth in Exhibit A to the County’s reasonable satisfaction and in accordance with the standards, departmental policies and procedures of the DSH. County’s acceptance of Contractor’s work does not constitute a release of Contractor from its professional responsibility.

b. DUTY TO MAINTAIN ADEQUATE STAFFING

Contractor shall ensure it maintains sufficient staffing to provide the services set forth in Exhibit A, regardless of scheduled or unscheduled staff time off from work. In the event a staff member is not or will not be present due to vacation, illness, or any other reason, Contractor shall immediately notify the County’s designee and inform said designee of the individual who will perform the staff member’s duties for the time period during which the staff member is out or unavailable. Contractor understands and agrees that it has an affirmative duty to maintain its staffing levels at all times by providing individuals with the appropriate licensure and skills to

perform the duties assigned. Failure to maintain adequate staffing shall be a material breach of this Agreement.

Notwithstanding any changes in scope as defined below, in the event Contractor's proposed staffing plan proves insufficient to provide the services set forth in Exhibit A, Contractor shall be solely responsible for increasing the hours and/or number of individuals as necessary to perform the work as set forth in Exhibit A and meet its obligations under this Agreement. Said increase shall not result in an increase in cost to the County.

c. CURRENT LICENSURE

Contractor affirms that it and any staff it employs possesses current valid and appropriate licensure including, but not limited to, driver's license, professional license(s), certificate of tax-exempt status, or permits, as required to perform services under this Agreement.

5. ASSISTANCE FROM COUNTY

The County shall provide the following:

- a. Network Access for Contractor; and
- b. Physical plant modifications as necessary for suicide mitigation and ligature abatement, as well as office and/or workspace and a storage area with a locked cabinet for the storage of records.

6. RECORDS AND INSPECTIONS.

Contractor shall maintain full, complete, and accurate records with respect to all matters covered under this Agreement. All records shall be prepared in accordance with generally accepted accounting procedures, shall be clearly identified, and shall be kept readily accessible. The County and the DSH, or their designees, shall have free access during normal work hours to such records and the right to examine, inspect, copy, or audit them, at no cost to the County or the DSH. Records shall be maintained for seven (7) years after the termination of this Agreement or any extension of this Agreement.

7. AMENDMENTS

This Agreement may be modified only by a written amendment signed by Contractor and the County's Board of Supervisors or other representative authorized by the County's Board of Supervisors.

8. TERMINATION

The right to terminate this Agreement under this section may be exercised without prejudice to any other right or remedy to which the terminating Party may be entitled at law or under this Agreement.

A. Without Cause. Either Party shall have the right to terminate this Agreement without cause by giving the other Party fifty (50) calendar days prior written notice of its intention to terminate pursuant to this provision, specifying the date of termination. If the termination is for non-appropriation of funds, County may terminate this Agreement effective immediately.

B. With Cause. This Agreement may be terminated by either Party should the other Party materially breach this Agreement. Upon a material breach, the non-breaching Party shall provide written notice to the breaching Party of its intention to terminate this Agreement and allow a period of ten (10) days to cure the breach. If the breach is not remedied within that ten (10) day period, the non-breaching Party may terminate the Agreement on further written notice specifying the date of termination.

Alternatively, County may elect to cure the breach and any expense incurred shall be payable by Contractor to County.

If the nature of the breach is such that it cannot be cured within a ten (10) day period, the breaching Party may submit a written proposal within that period which sets forth a specific means to resolve the breach and a date certain for completion. If the non-breaching Party consents to that proposal in writing, the breaching Party shall immediately embark on its plan to cure. If the breach is not cured within the time specified, the non-breaching Party may terminate upon written notice specifying the date of termination.

C. Effects of Termination. Termination of this Agreement shall not terminate any obligations of any liability to County for damages sustained by County because of any breach of contract by Contractor, nor to indemnify, to maintain and make available any records pertaining to this Agreement, to cooperate with any audit, to be subject to offset, or to make any reports of pre-termination contract activities.

D. Forbearance Not to be Construed as Waiver of Breach. In no event shall any act of forbearance by either Party constitute a waiver of any breach of this Agreement or any which may then exist, nor shall such act impair or prejudice any remedy available to the non-breaching Party with respect to the breach or default.

9. INSURANCE

A. Without limiting County's right to obtain indemnification from Contractor or any third-parties, prior to commencement of work, Contractor shall purchase and maintain the following types of insurance for minimum limits indicated during the term of this Agreement and provide an endorsement or other documentation sufficiently demonstrating the County is an Additional Insured under Contractor's Insurance Policy guaranteeing such coverage to County. Such page shall be mailed as set forth under the Notice Section of this Agreement prior to the execution of this Agreement. In the event Contractor fails to keep in effect at all times insurance coverage as herein provided, County may, in addition to other remedies it may have, suspend, or terminate this Agreement upon the occurrence of such event.

1. Commercial General Liability. Two Million Dollars (\$2,000,000) per

occurrence and Five Million Dollars (\$5,000,000) annual aggregate covering bodily injury, personal injury and property damage. The County and its officers, employees and agents and the State of California shall be endorsed to above policies as additional insured, using ISO form CG 20 26 or an alternate form that is at least as broad as form CG 20 26, as to any liability arising from the performance of this Agreement.

2. Automobile Liability. Comprehensive Automobile Liability Insurance with limits for bodily injury of not less than Five Hundred Thousand Dollars (\$500,000) per person, One Million Dollars (\$1,000,000) per accident and for property damages not less than One Hundred Thousand Dollars (\$100,000), or such coverage with a combined single limit of One Million Dollars (\$1,000,000). Coverage should include owned and non-owned vehicles used in connection with this Agreement.

3. Workers Compensation. Statutory coverage, if and as required according to the California Labor Code. The policy shall be endorsed to waive the insurer's subrogation rights against County.

4. Professional Liability. One Million Dollars (\$1,000,000) limit per occurrence or claim and Three Million Dollars (\$3,000,000) annual aggregate limit covering Contractor's wrongful acts, errors and omissions.

B. Insurance is to be placed with admitted insurers rated by A.M. Best Co. as A:VII or higher. Lower rated, or approved but not admitted insurers, may be accepted if prior approval is given by County's Risk Manager.

C. Additionally, Contractor agrees to provide County and the State of California, Department of State Hospitals, thirty (30) days prior written notice of any insurance cancellations. County is not liable for the payment of premiums or assessments on the policy. No cancellation provisions in the insurance policy shall be construed in derogation of the continuing duty of Contractor to furnish insurance during the term of this Agreement.

10. INDEMNIFICATION

A. When the law establishes a professional standard of care for Contractor's services, to the fullest extent permitted by law, Contractor shall indemnify, defend, and hold harmless the County and any and all of its Board members, officials, employees and agents, and the State of California, Department of State Hospitals, from and against any and all losses, liabilities, damages, costs, and expenses, including legal counsel's fees and costs but only to the extent Contractor is responsible for such damages, liabilities, and costs on a comparative basis of fault between Contractor and County in the performance of professional services under this Agreement. Contractor shall not be obligated to defend or indemnify County for County's own negligence or for the negligence of third-parties.

B. This indemnification specifically includes any claims that may be against the County or the State of California, Department of State Hospitals, by any taxing authority or third Party asserting that an employer-employee relationship exists by reason of this Agreement.

C. These indemnification obligations shall survive the termination of this Agreement as to any act, omission, fault or negligence occurring during this Agreement or any extension of this Agreement. The County and DSH's rights to indemnification are in addition to and shall not limit any other rights or remedies that the County or DSH may have under law or this Agreement.

11. INDEPENDENT CONTRACTOR

Contractor is an independent contractor and not an agent, officer or employee of County. The Parties mutually understand and agree that this Agreement is by and between two (2) independent contractors and is not intended to, and shall not be construed to create, the relationship of agent, servant, employee, partnership, joint venture or association.

12. COMPLIANCE WITH LAW

Contractor shall comply with all federal, state, and local laws and regulations applicable to its performance including, but limited to, Government Code section 8350 *et seq.* regarding a drug free workplace and all health and safety standards set forth by the State of California and the County. In the event any laws and regulations change that result in additional services being required, Section 28 of this Agreement operates, and the Parties shall comply with said section (Changes in Scope).

Contractor shall comply with all state and federal confidentiality laws including, but limited to, the Health Insurance Portability and Accessibility Act ("HIPAA") and its regulations as amended. Contractor shall execute and comply with the HIPAA Business Associate Agreement attached to this Agreement as **Exhibit B**.

13. CONFIDENTIALITY

Contractor shall not use County confidential information for any purpose other than carrying out Contractor's obligations under this Agreement. Contractor shall prevent unauthorized disclosure of any County confidential information. Contractor shall promptly transmit to County all requests for disclosure of County confidential information.

14. CONFLICT OF INTEREST

Contractor warrants that its employees or their immediate families or Board of Directors or officers have no financial interest, including, but not limited to, other projects or independent contracts, and shall not acquire any financial interest, direct or indirect, which conflicts with the rendering of services under this Agreement. Contractor shall not employ or retain any such person while rendering services under this Agreement. Services rendered by Contractor's associates or employees shall not relieve Contractor from personal responsibility under this clause. Contractor has an affirmative duty to disclose to County in writing the name(s) of any person(s) who have an actual, potential, or apparent conflict of interest.

15. NONDISCRIMINATION

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

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

16. SUBCONTRACTORS

Contractor shall include the following provisions in any and all agreements between Contractor and any subcontractors: Section 6 (Records), Section 9 (Insurance), Section 10 (Indemnification), Section 12 (Compliance with Law), Section 13 (Confidentiality), Section 14 (Conflict of Interest), Section 15 (Nondiscrimination), and Section 25 (ADA Compliance).

17. ASSIGNMENT

Contractor shall not assign this Agreement or monies due without the prior written consent of the County subject to any required state or federal approval. Assignment by Contractor of any monies due shall not constitute an assignment of the Agreement.

18. UNFORESEEN CIRCUMSTANCES

Neither Party shall be responsible for any delay caused by natural disaster, war, civil disturbance, labor dispute or other cause beyond a Party's reasonable control, provided written notice is provided to the other Party of the cause of the delay within ten (10) days of the start of the delay. Thereafter, the Parties shall meet and confer as to whether to amend, suspend, or terminate this Agreement.

19. OWNERSHIP OF DOCUMENTS

County shall be the owner of and shall be entitled to possession of any computations, plans, correspondence or other pertinent data and information gathered by or computed by Contractor prior to termination of this Agreement by County or upon completion of the work pursuant to this Agreement. County's reuse of any such materials on any project other than the project for which they were originally intended shall be at County's sole risk. No material prepared in connection with the project shall be subject to copyright in the United States or in any other county.

20. NOTICE

Any notice necessary to the performance of this Agreement shall be given in writing by personal delivery, fax, overnight carrier, e-mail or by prepaid first-class mail addressed as follows:

COUNTY:

COUNTY OF KINGS
ATTN: KYRIA MARTINEZ
COUNTY ADMIN OFFICER
1400 W LACEY BLVD
HANFORD, CA 93230

CONTRACTOR:

CALIFORNIA HEALTH AND RECOVERY
SOLUTIONS
ATTN: CHIEF LEGAL OFFICER
3340 PERIMETER HILL DRIVE
NASHVILLE, TN 37211

WITH A COPY TO:

OFFICE OF THE COUNTY COUNSEL
1400 W. LACEY BLVD.
HANFORD, CA 93230

If notice is given by: a) personal delivery, it is effective as of the date of personal delivery; b) fax, it is effective as of the date of the fax; c) overnight carrier, it is effective as of the date of delivery; d) e-mail, it is effective as of the date it was sent; e) mail, it is effective as of five (5) days following the date of mailing or the date of delivery reflected upon a return receipt, whichever occurs first.

21. CHOICE OF LAW

The Parties have executed and delivered this Agreement in the County of Kings, State of California. The Parties agree that the laws of the State of California shall govern the validity, enforceability, or interpretation of this Agreement and Kings County shall be the venue for any action or proceeding, in law or equity that may be brought in connection with this Agreement notwithstanding rights afforded the Parties under the state and federal rules of civil procedure.

22. SEVERABILITY

If any of the provisions of this Agreement are found to be unenforceable, the remainder shall be enforced as fully as possible and the unenforceable provision shall be deemed modified to the limited extent required to permit enforcement of the Agreement as a whole.

23. SURVIVAL

The following sections shall survive the termination of this Agreement: Section 6 (Records), Section 9 (Insurance), Section 10 (Indemnification), and Section 14 (Confidentiality).

24. THIRD-PARTY BENEFICIARIES

County and Contractor are the main Parties to this Agreement. DSH is an intended third-party beneficiary of this Agreement and is entitled to enforce its terms.

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25. ADA COMPLIANCE

Contractor shall comply with the Americans with Disabilities Act, Title II and applicable California state laws. The law providing the greatest degree of access to qualified persons with disabilities shall apply to this Agreement.

Contractor shall ensure that all persons receiving programs, services, or activities through this Agreement shall have available a copy of County's ADA grievance procedures as set forth in County's ADA Self-Evaluation, Appendix E, which is attached to this Agreement as **Exhibit C**.

26. ENTIRE AGREEMENT; CONTRIBUTIONS OF BOTH PARTIES; IMAGED AGREEMENT

This Agreement, including its Recitals and Exhibits, which are fully incorporated into and are integral parts of this Agreement, constitutes the entire agreement between the Parties and there are no inducements, promises, terms, conditions or obligations made or entered into by County or Contractor other than those contained herein.

The Parties each Party had an opportunity to review this Agreement and consult with legal counsel and it is expressly agreed and understood that the rule stated in Civil Code section 1654, that ambiguities in a contract should be construed against the drafter, shall have no application to the construction of the Agreement.

An original executed Agreement may be imaged and electronically stored. Such imaged Agreement may be used in the same manner and for the same purposes as the original. Neither Party may object to the admissibility of the imaged Agreement on the basis that it was not originated or maintained in documentary form.

27. CONTRACTOR AS COUNTY'S SUBCONTRACTOR FOR THE DSH AGREEMENT; ORDER OF PRECEDENCE

Contractor, in providing services under this Agreement, acts as the County's subcontractor under the DSH Agreement. As such, Contractor is bound by all of the terms and conditions applicable to the performance of services under the DSH Agreement, as primarily set forth in Exhibits A and A-1 thereof. Contractor will further be subject to audits and inspections by DSH to the same extent the County is subject to the same under the DSH Agreement. This Agreement shall take precedence over the DSH Agreement. In the event a term of this Agreement contradicts a term of the DSH Agreement, the stricter of the disputed or contradictory terms shall apply, except for Sections 6 (Records), 8 (Termination), 9 (Insurance), and 10 (Indemnification) of this Agreement, which shall take precedence over any term on the same subject matter in the DSH Agreement.

28. CHANGES IN SCOPE

If at any time during the Term of this Agreement, there is a material change in the scope of services provided by Wellpath as a result of new, amended, and/or a repealed law or laws (including statutes, codes, and/or case law), related legislation, and/or applicable regulations, the

Parties shall re-negotiate the affected terms of this Agreement in good faith, and within a reasonable time not to exceed thirty (30) days from the effective date of the material change. In the event the Parties are not able to re-negotiate the affected terms of this Agreement, either Party may terminate the Agreement without cause upon providing fifty (50) days advance written notice.

29. AUTHORITY

Each signatory to this Agreement represents that it is authorized to enter into this Agreement and to bind the Party to which its signature represents.

IN WITNESS WHEREOF the Parties have executed this Agreement the day and year first written above.

COUNTY OF KINGS

CALIFORNIA HEALTH AND RECOVERY SOLUTIONS

By: _____
Doug Verboon, Chairman

Signed by:
Richard Maenza
40C6C9BECDC54A2...
By: _____
Dr. Richard Maenza, President

ATTEST:

Approved and Endorsements Received:

By: _____
Catherine Venturella, Clerk to the Board

By: *S Poots*

Sarah Poots, Risk Manager

APPROVED AS TO FORM:

By: *Cindy Crose Kliever* 8/12/2024

Cindy Crose Kliever, Deputy County Counsel

Exhibits/Attachments:

- Exhibit A:** Scope of Work
- Exhibit A-1:** DSH Standard Agreement 24-79002-000
- Exhibit B:** Staffing Plan
- Exhibit C:** HIPAA Business Associate Agreement
- Exhibit D:** Kings County ADA Grievance Procedures

EXHIBIT A

STATEMENT OF WORK FOR JBCT PROGRAM

Overview of JBCT Program Objectives

California Health and Recovery Solutions, with Wellpath LLC as its management service organization (hereinafter collectively referred to as “CHRS”) will be the designated health authority responsible for implementing a Jail Based Competency Treatment (“JBCT”) program at the Kings County Jail. CHRS understands the services provided will be in compliance with the requirements of the Agreement between the County and the California Department of State Hospitals (“DSH”) as it pertains to JBCT program services, a copy of which is enclosed as Exhibit A-1. CHRS’s JBCT program objectives include having better restored patients, providing cost savings to the County, ensuring less time in custody for the most acute patients, more services for the most acute patients, and a safer jail.

1.1 Program Elements

CHRS’s felony JBCT program for Kings County will comprise the following:

- **Review of records** – Review placement report, court report, background information, and other clinical records for the Patient Inmate.
- **Admission/intake assessments** – Complete interdisciplinary assessments and evaluations for the Patient Inmate.
- **Targeting cause of incompetency** – Focus on the Patient Inmate’s ability to become fit for trial by identifying barriers to fitness and risk factors through an objective competency assessment, psychological evaluation, and psychometric testing, and developing a restoration plan.
- **Clinical stabilization of patient** – Stabilize the Patient Inmate’s mental illness first, then improve the patient’s milieu functioning by reducing and managing the patient’s anxiety, improving his or her understanding of the court process and reinforcing his or her understanding of the court process.
- **Training and education** – Provide Patient Inmates with fitness training and/or multi-modal education in individual or group formats.
- **Therapeutic support** – Focus on teaching the Patient Inmate therapeutic coping skills by building skills through individual and group treatment, increasing psychosocial functioning through milieu therapy, and focusing on encouraging medication compliance.
- **Ongoing reassessments of progress towards competency** – Provide ongoing reassessment of Patient Inmates’ clinical stability, cooperation, and understanding of the court process.
- **Reinforcement of learning** – Reinforce Patient Inmates’ knowledge through experiential methods such as role play and mock trials.
- **A collaborative team opinion on restorability** – Hold regular treatment team meetings with the entire JBCT staff.

- **Provision of formal fitness evaluations** – Assess Patient Inmates’ ability to be restored and communicate status to the courts via fitness reports every 30 days
- **Provision of data deliverables to DSH** – Provide DSH with data based on the DSH template for data collection, including but not limited to: total admitted to the program by name, date, etc.; number of individuals successfully restored; number of formal evaluations and reports to the court; date of admission and length of time from admission inmate was declared competent; demographics of inmates served and diagnosis; and number of malingerers

1.1.A Referral Document Collection Prior to Administration

CHRS understands that the DSH Patient Management Unit (PMU) will coordinate with the committing Court to ensure all required documents listed under Penal Code section 1370, subdivision (a)(3) are provided by the Court for all Patient Inmates upon admission to the JBCT program. The DSH will review the court documents and assess for program suitability, then recommend placement to the JBCT program or to a state hospital.

After an inmate has been found incompetent to stand trial, he or she will be referred to participate in the JBCT program. Once the JBCT Clinical Team, including the JBCT Deputy, reviews the packet (to rule out any disqualifying safety concerns or severe cognitive impairment), the defendant is admitted to the program and moved into the JBCT module. Following is a summary of this process.

1.1.B Referrals Determined to be Not Suitable for Admission

CHRS understands that should it be determined, based on clinical or custodial considerations, that a felony IST referral is not suitable for admission into the JBCT program, the Sheriff’s Office will inform the DSH Contract Manager and the PMU immediately in writing or by phone.

CHRS will adhere to the Best Practices Model for Mental Competency, which provides that it is a best practice to utilize a hospital for competency restoration if:

- The individual is an imminent risk of harm to self or others due to a mental disorder;
- The individual is at significant risk of self-neglect;
- The pathology is unclear and requires close observation to assess and treat;
- A thorough evaluation for malingering is required;
- The individual lacks the capacity to consent to psychotropic medications and is a candidate for involuntary administration of medications for competency restoration; and/or
- Emergency mental health or medical services are likely to be needed.

These criteria will be utilized in evaluating if the patient may be better served in a hospital. However, we do not anticipate needing to refer a patient to a state hospital for a thorough malingering assessment since we have the expertise to do these assessments in the jail.

1.1.C Removal of Patient Inmates No Longer Clinically Suitable

CHRS understands that upon admission, CHRS staff will assess each Patient Inmate to ascertain if trial competence is likely and medical issues would not pose a barrier to treatment. At the discretion of the DSH Contract Manager, and if requested in writing, CHRS and the Sheriff's Office will review and agree upon new Patient Inmates being forwarded for admission and/or retention into the JBCT program, which may contra-indicate fast-track jail treatment.

Should CHRS determine, based on clinical considerations or other factors, that a Patient Inmate admitted into the JBCT program is no longer clinically suitable for participation in the program, CHRS will contact the DSH Contract Manager to discuss treatment options. CHRS agrees that the decision to remove such a Patient Inmate from the JBCT program is at the sole discretion of the DSH, and the DSH shall not unreasonably withhold such permission.

Should CHRS, the Sheriff's Office, and DSH determine a Patient Inmate should be removed from the JBCT program, CHRS will continue to provide treatment until arrangements are made to admit the Patient Inmate to a state hospital. Within seven days of making this determination, CHRS will also provide the following additional documents to the PMU, including but not limited to:

- Transfer Notification Letter;
- Court Reports, if due or submitted;
- 90-Day Progress Report, if due or submitted;
- Psychiatry Intake Assessment;
- The three most recent Psychiatry Progress Notes;
- Psychology Intake Assessment;
- 30-Day Psychologist Competency Reassessments;
- Social Work/Clinician Intake Assessment;
- Nursing Intake Assessment;
- Informed Consent;
- Medication Orders;
- Laboratory Results, if any: and
- Discharge Summary.

1.1.D Psychological Assessment Protocol

Upon admission to the JBCT program, the Patient Inmate will be given a thorough psychological and competency work-up by the Psychologist, who will also administer a battery of tests and develop a Restoration Plan. The Psychologist will conduct additional testing if certain cognitive impairments or malingering diagnoses are in question. The psychological work-up includes:

- A clinical interview whereupon psychosocial, psychiatric, legal history information is obtained and a Mental Status Exam (MSE) is conducted. An assessment of barriers to competency is also conducted.
- Psychological testing using standardized psychological tests; further personality testing using the Psychological Assessment Inventory (PAI) or similar tools; and neuropsychiatric screening for Traumatic Brain Injuries, Dementia, or other Cognitive Deficits, if indicated. Possible tools that may be used:

- Mini-Cog
- Repeatable Battery for the Assessment of Neuropsychological Status (RBANS)
- Wide Range Achievement Test-4 (WRAT-4)
- An assessment of trial competency. Possible tools that may be used:
 - Competency Assessment to Stand Trial for Defendants with Mental Retardation (CAST-MR)
 - Georgia Court Competency Test (GCCT)
 - Evaluation of Competency to Stand Trial-Revised (ECST-R)
 - Competency Assessment Instrument-H (CAI-H)
 - Competency Screening Test (CST)
 - Fitness Interview Test (FIT)
 - MacArthur Structured Assessment of Competence- Criminal Defendants (MacSAC-CD)
 - MacArthur Competency Assessment Tool-Criminal Adjudication (MacCat-CA)
 - Computer Assisted Determination of Competency to Proceed (CADCOMP)
- Assessment of Malingering. Possible tools that may be used:
 - Miller Forensic Assessment of Symptoms (M-FAST)
 - Structured Interview of Reported Symptoms, 2nd Edition (SIRS-2)
 - Test of Memory Malingering (TOMM)
 - Test of Malingering Incompetency (TOMI)
 - Georgia Atypical Presentation (GAP)
 - Structured Inventory of Malingered Symptoms (SIMS)
 - Inventory of Legal Knowledge (ILK)

Psychiatric Assessment

The Psychiatrist will complete a Comprehensive Psychiatric Assessment, which will include a review of the psychiatric history as provided by the Patient Inmate's medical records and in talking to the Patient Inmate. A complete mental status screening will be performed, as well as evaluation of current and past medications and their efficacy. The Psychiatrist will also complete the Brief Psychiatric Rating Scale (BPRS), the Abnormal Involuntary Movement Scale (AIMS), and a risk assessment instrument that has been approved by DSH.

At the conclusion of this evaluation, the Psychiatrist will develop the initial plan of care to include psychotropic medications and will document the Patient Inmate's ability to provide informed consent for admission and treatment. The Psychiatrist will also determine if there are any acute or life-threatening symptoms that need to be addressed immediately. If so, arrangements will be made for transfer to an appropriate facility after consulting with DSH.

Clinical Assessment

The clinician will complete a competency-focused Clinical Assessment in accordance with DSH standards, to include:

- Competency-related family history
- Religion
- Developmental history
- Education and vocational history

- Medical and psychiatric history
- Intellectual and emotional functioning
- Home and neighborhood environment
- Alcohol and illicit drug usage
- Prescription drug abuse
- Relationship, intimacy and sexuality issues
- History of violence
- Legal issues
- Health practices
- Current significant relationships
- Support systems
- Problem-solving capacity
- Financial situation
- Housing and transportation issues
- Use of community services
- Strengths

Psychological Assessment

CHRS will ensure that a Psychological Assessment will be completed by a forensically trained Psychologist within five working days of admission. The Psychological Assessment will include:

- Clinical interview
- Mental status examination
- Review of available records
- Review of the psychiatry, clinical, and Competency Trainer evaluations
- Review of the assessment of competency that led to the individual's admission to the program, with a focus on understanding the barriers to competency
- Review of the Brief Psychiatric Rating Scale (BPRS) and DSH's Behavioral Observation Log, which identifies Target Behaviors, Function of Behaviors, Triggers, Reinforcers, and Punishers (when available)
- Screening for the possibility of malingering of psychiatric symptoms using the Miller Forensic Assessment of Symptoms Test (M-FAST)
- Screening for cognitive deficits using the Mini Mental Status Examination (MMSE), Montreal Cognitive Assessment (MoCA), or Cognistat
- Screening for suicide risk using the Columbia-Suicide Severity Rating Scale (C-SSRS) or other valid and reliable measures
- Opinion regarding competency status
- Treatment and disposition recommendations

Competency assessments will be completed pursuant to Penal Code section 1370 *et seq.* As needed, the Psychological Assessment will include use of a specialized competency assessment tool, such as the MacArthur Competency Assessment Tool-Criminal Adjudication (MacCAT-CA), Competence Assessment for Standing Trial for Defendants with Mental Retardation (CAST-MR), Evaluation of Competency to Stand Trial (ECST-R), or Fitness Interview Test-Revised (FIT-R). Based on the results of the Psychological Assessment, additional psychological testing may be warranted for improved diagnostic clarity, solidified understanding of barriers to achieving competency, further probing of malingering if screening indicates a need, and treatment planning.

In addition to the psycho-diagnostic assessment, the Patient Inmate will be interviewed on his or her knowledge of the courts, including but not limited to the roles of court personnel, plea options, the adversarial nature of the trial process, plea bargaining procedures, and the use of evidence and

witnesses. The Patient Inmate's ability to weigh legal options; attend to, retain, and apply learned information; and act in his or her own best interest will also be evaluated. The Patient Inmate's symptoms will be linked to competency strengths and barriers and detailed in the assessment report to determine treatment plan and guide the treatment team on targeting symptoms specifically affecting competency to stand trial.

In the Psychological Assessment report, the Psychologist will make recommendations for the treatment plan. The initial assessments will be used to make recommendations for treatment, transfer, or further assessment.

Description of Assessment Measures

The Miller Forensic Assessment of Symptoms (M-FAST) is a 25-item instrument that screens for malingering of psychiatric symptoms. The M-FAST scales evaluate response styles that help to differentiate individuals who are fabricating psychopathology from those who are genuinely mentally ill. The M-FAST scales include:

- Reported vs. Observed Symptoms
- Unusual Symptom Course
- Extreme Symptomatology
- Negative Image
- Rare Combinations
- Suggestibility
- Unusual Hallucinations

The Cognistat is an individually administered screening measure that assesses attention, language, constructional ability, memory, calculation skills, and executive functioning (i.e., reasoning and judgment). The measure takes 20-30 minutes to administer. In 2005, Rabin, Barr and Burton reported that Cognistat was the most used screening test and one of the top 20 test instruments used in the United States and Canada. It continues to be widely used today as a sensitive measure of cognition that is quick to administer. As a screening test, it is not used to make diagnoses, but to enable the Psychologist to determine that additional testing is needed.

The Columbia-Suicide Severity Rating Scale (C-SSRS) is a semi-structured, rater-based interview to prospectively assess the severity and frequency of suicidal ideation and behaviors. The C-SSRS identifies the full range of suicidal ideation and behavior, was developed to monitor change over time, and is suitable for assessment of suicidal ideation and behavior in clinical settings by any practitioner. The Screen Version is initially administered to determine the presence of suicidal ideation, plan, and intention, as well as the necessity of administering the full rating scale or the risk assessment version.

The Montreal Cognitive Assessment (MoCA) is a widely-supported rapid screening measure of mild cognitive dysfunction. The MoCA assesses the neuropsychological domains of attention and concentration, executive functioning, memory, language, visuoconstructional skills, conceptual thinking, calculations, and orientation. Research has shown greater reliability and consistently improved psychometric strength compared with the Mini Mental Status Examination (MMSE),

and greater accuracy in differentiating between cognitive disorders, such as mild cognitive impairment and dementia.

Interdisciplinary Treatment Team Meetings

No later than the seventh workday after arrival, CHRS will schedule an interdisciplinary treatment team meeting to develop a treatment plan based on the Patient Inmate's strengths and areas of development as identified in the collective assessments. The treatment team will be led by the Psychologist/Program Director and will include the Psychiatrist, Clinician, Competency Trainer, and designated custody representative.

The treatment team will formulate an individualized psychosocial treatment and activity plan for each patient that focuses on competency restoration. The treatment team will conduct further assessments, provide ongoing treatment, and coordinate disposition. The treatment plan may be altered as the team learns more about the Patient Inmate and/or as the Patient Inmate improves through treatment. The treatment team will update the medication and psychosocial treatment plans weekly.

Cultural or Language Barriers: The treatment team will coordinate return to court within 10 calendar days with an updated Competency Evaluation, referral for clinical services, and intervention recommendations. Until transfer, patients will participate in psychoeducation groups and recreation, as appropriate and feasible.

Already Competent: Sometimes, Patient Inmates return to competency prior to being admitted to the JBCT program, or shortly after admission, due to being detoxed and/or stabilized on medication. In those cases, CHRS will coordinate the Patient Inmate's return to court within five calendar days with an updated Competency Evaluation and treatment recommendations. Patients will participate in groups, recreation, and individual sessions until transferred to court, or back to the general mental health program.

Diagnostic Clarification (when Malingering Suspected): When malingering of psychiatric symptoms, cognitive impairment, or incompetency is suspected, the Psychologist will complete a comprehensive malingering assessment using well-validated, updated measures of malingering. The assessment will include historical information, record review, collateral information, review of the Behavioral Observation Record, and psychological testing as needed. This assessment will be used to determine if the patient is likely to be malingering. CHRS will coordinate transfer back to general programming within five calendar days for patients who are determined to be purely malingering.

Patient Inmates determined to have legitimate competency deficits will be evaluated by the JBCT staff, who will develop a treatment plan based on the Patient Inmate's individual treatment and competency training needs.

Psychotic or Otherwise Psychiatrically Compromised: The Psychiatrist will conduct a medication evaluation and initiate a medication regimen geared toward rapid restoration of competency, as medically appropriate. The treatment team (led by the Psychologist/Program Director and including the Psychiatrist, Clinician, Competency Trainer, and designated custody

representative) will also establish an individualized psychosocial treatment and activity plan, with a focus on competency restoration, to augment medication management. The treatment team will update the medication and psychosocial treatment plans weekly and will document:

- Ongoing medication adjustments and monitoring
- Psychosocial interventions
- Competency status
- Opinion regarding restorability
- Recommended disposition (e.g., retain in JBCT program for further stabilization or transfer to state hospital)

Behavioral Dyscontrol-Uncooperative: The Psychiatrist will complete a medication evaluation and initiate a medication regimen. During this timeframe, the treatment team will develop an individualized treatment plan, grounded in behavioral principles, that includes a structured program of evidence-based interventions that include distress tolerance, interpersonal and emotional regulation skills, and motivational interviewing. The program will focus on competency restoration and constructive management of the individual's legal situation. This plan will be revised weekly or more often, as clinically indicated. When appropriate, individualized incentive plans or behavior plans will be initiated.

Cognitively Impaired: The Psychologist will complete a cognitive assessment and identify cognitive deficits impacting competency restoration. Based on the assessment, the treatment team will develop an individualized psychosocial treatment, cognitive rehabilitation, and activity plan focusing on competency restoration. The Psychiatrist will conduct a medication evaluation and initiate a medication regimen to augment psychosocial interventions as warranted. The treatment team will update the medication and psychosocial treatment plans weekly and document:

- Medication adjustments and monitoring
- Cognitive rehabilitation
- Psychosocial interventions
- Competency status
- Opinion regarding restorability
- Recommended disposition:
 - Retain in JBCT program for further stabilization
 - Return to jail as competent
 - Evaluate for return to jail as not restorable for court disposition
 - Evaluate for transfer to state hospital
 - Other intervention as clinically indicated

Coordination of transfer will be made within five days of disposition determination.

Cognitively Impaired No Substantial Likelihood of Regaining Competency: When applicable, the treatment team will initiate a disposition evaluation to determine whether the patient should be returned to jail as not restorable or transferred to the state hospital. Until transfer, the team will provide psychosocial treatment and medication management consistent with the patient's

treatment needs. Arrangements for transfer will be coordinated within five days of disposition determination.

Additional Psychological Testing

Additional psychological testing may be conducted to clarify barriers to competency restoration (e.g., intellectual deficits or learning disabilities), to identify an individual's response style (e.g., exaggeration or fabrication of symptoms), and to identify dynamic risk factors that need to be addressed in treatment (e.g., active symptoms of mental illness, impulsivity, negative attitudes). The Psychologist will also attempt to obtain collateral information.

Depending on the results of the Psychological Assessment and the Patient Inmate's treatment plan, intelligence testing, neuropsychological screening, neuropsychological testing, tests of malingering, and/or personality assessments may be conducted. All psychological tests will be kept in a locked cabinet to maintain the security of the testing materials.

When cognitive functioning needs to be further evaluated, the Psychologist will utilize the most recent version of one or more of the following tests:

- Wechsler Adult Intelligence Scale (WAIS-IV)
- Wechsler Memory Scale (WMS-4)
- Wide Range Achievement Test (WRAT-4)
- Repeatable Battery for the Assessment of Neuropsychological Status (RBANS)
- Wisconsin Sorting Test
- Mattis Dementia Rating Scale 2 (DRS-2)
- Trail Making Test

If a patient is suspected of having malingering psychiatric symptoms, cognitive impairment, or incompetency to stand trial, depending on the nature (i.e., cognitive or psychotic) of the suspected feigned pathology, the Psychologist will administer one or more of the most recent version of the following measures:

- Structured Interview of Reported Symptoms (SIRS 2) – for suspected feigning of psychiatric symptoms
- Atypical Presentation Scale from the ECST-R – for suspected feigning of psychiatric symptoms
- Test of Memory Malingering (TOMM) – for suspected feigning of cognitive symptoms
- Validity Indicator Profile (VIP) – for suspected feigning of cognitive symptoms
- Inventory of Legal Knowledge (ILK) – for suspected feigning of deficits in legal knowledge
- Other reliable and valid test of malingering depending on the symptoms suspected of being feigned

The Psychologist may also administer personality or symptom measures for diagnostic clarification and treatment planning, including the most recent version of one or more of the following:

- Personality Assessment Inventory (PAI)
- Minnesota Multiphasic Personality Inventory (MMPI)
- Beck Depression Inventory
- Beck Anxiety Inventory
- Beck Hopelessness Scale
- Millon Clinical Multiaxial Inventory (MCMI)

The results of psychological testing, particularly testing designed to detect malingering, are always interpreted in the context of behavioral observations from all team members. As soon as a patient has shown a significant level of improvement, a request will be made by the team to the Psychologist to complete an updated competency assessment.

1.1.E Individualized Treatment Program

When specific deficits that resulted in incompetency are identified, the Psychologist will conduct an objective competency assessment. These deficits will be individually listed in the Patient Inmate's treatment plan and will be aggressively targeted throughout the patient's treatment course. The Psychologist will use current standardized competency assessment tools, such as the MacArthur' Competency Assessment Tool, after considering the totality of clinical and forensic circumstances.

CHRS will provide an individualized restoration program according to the treatment approach subscribed to by the individual treatment teams and indicated by the Patient Inmate's psychiatric condition, level of functioning, and legal context. We will tailor individualized treatment regimens to the Patient Inmate's specific barrier(s) to trial competency. Deficits identified in the competency assessment upon admission to the JBCT program will be listed in the individual treatment plan and addressed by specific treatment interventions.

The treatment teams will conduct case conferences weekly or as needed to reassess Patient Inmates' progress toward restoration of competence to allow the treatment teams to measure whether their treatment interventions are working, and whether additional treatment elements need to be incorporated into Patient Inmates' treatment plans.

Treatment Planning

CHRS is an experienced provider of and will provide individualized medication, psychosocial treatment, and activity plans for individuals who are incompetent to stand trial. CHRS clinical leaders will train clinical staff to develop treatment plans with input from the patient that include specific issues from assessment results, short-term and long-term goals/objectives that are specific, measurable, attainable, and relevant; in addition to, interventions with the responsible team member and frequency.

An individualized treatment plan will be developed by the multidisciplinary treatment team and coordinated by the Clinician based on the psychiatric, competency, psychosocial needs, and strengths that were identified through the assessments. Treatment plans will be individualized, person-centered, achievable, measurable, and age appropriate. The Patient Inmate and his or her family or support system will be invited to participate in treatment planning to the extent possible. The comprehensive treatment plan will be developed within seven days of admission. The treatment team will meet to review the treatment plan and to revise it as needed at least every seven days.

The treatment plan will be comprehensive and include treatment goals relative to restoration of competency, realistic and observable objectives, and specific interventions labeled with the provider responsible and timeframe attainment. It will be appropriate to the needs of the individual and will be directed toward restoring competency to stand trial. The specific competency-related deficits that led to the individual's placement into the program will be listed in the treatment plan and addressed by specific treatment interventions. Treatment plans will conform to DSH IST protocols and will contain:

- A list of all mental health and medical diagnoses for the Patient Inmate with notation as to which diagnoses will be treated in the program
- A list of issues that are to be addressed during the Patient Inmate's admission
- Short-term and long-term goals and measurable objectives for each issue, and specification of how each goal relates to barriers to competency and discharge
- Specific active treatment modalities/interventions to address each goal/objective and frequency
- The team member(s) responsible for providing each intervention
- Timeframes and measures to evaluate progress
- Medication plan
- Signatures of members of the team, including the Patient Inmate

The Psychiatrist will conduct a medication evaluation and review/update the medication plan every seven days for individuals who are prescribed psychotropic medications or for whom psychotropic medication treatment is warranted. The Psychiatrist will consider involuntary medications for those patients who require stabilization but refuse medications and will document rationale for the decision.

Case conferences to reassess each Patient Inmate's progress toward restoration of competence and other treatment goals will be conducted weekly by the Psychologist/Program Director and will include the Psychiatrist, Clinician, Competency Trainer, and designated custody staff. The Patient Inmate and his or her family or support system will be invited to participate in case conference meetings to the extent possible. The Patient Inmate's perspective on his or her progress will be elicited, and further input into his or her goals and needs will be requested and incorporated.

CHRS supplements evidenced-based psychopharmacology and competency restoration activities (educational groups, mock court, individual competency sessions, and competency study materials) with additional empirically validated treatments that help our patients to:

- Tolerate distress and regulate emotions
- Improve relationships and communication
- Strengthen problem solving and decision-making skills
- Understand their illness
- Adhere to treatment
- Cope with stress
- Establish and maintain a healthy lifestyle
- Employ relaxation to aid recovery
- Learn new material
- Incorporate feedback
- Increase motivation and willpower
- Tolerate frustration
- Use forethought
- Analyze and choose one's own thought patterns
- Apply court concepts to one's own legal situation
- Choose healthy behaviors

Program Schedule

CHRS will provide competency restoration services five days per week and encourage Patient Inmates to study competency materials on the weekend. Each day, one group will focus on competency education and/or rational decision making in the legal context. Additional groups will be offered on a daily basis that are relevant to competency and mental health, such as relaxation training, coping skills, and cognitive behavioral treatment. Each week, the Patient Inmate will also participate in one or more individual sessions focused on competency restoration and other treatment needs.

Each Patient Inmate will be assigned an individualized treatment schedule based on his or her treatment plan. The schedule will be patient-centered and will be adjusted with progress. Patient Inmates who are developmentally delayed may undergo individual competency sessions.

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

CHRS's competency restoration training is sensitive to individuals' learning styles and uses a variety of different activities to present information in different ways. The Competency Trainer will provide educational material presented in a multi-modal format using discussions, reading materials, lectures, individual instructions, role-playing, videos, mock trials, etc. Elements of the defendant's court proceedings will be addressed, such as:

- Criminal Charges
- Severity of Charges – Felony vs. Misdemeanor
- Sentencing

- Pleas – Guilty, Not Guilty, Nolo Contendere, Not Guilty by Reason of Insanity; Plea Bargaining
- Roles of Courtroom Personnel
- Evaluating Evidence
- Adversarial Nature of the Trial Process
- Court Room Behavior
- Assisting Counsel in Conducting a Defense
- Probation and Parole

Competency Restoration Training and Learning Styles

<u>Learning Style</u>	<u>Activity</u>	<u>Description/Goals</u>
Auditory	Lectures and discussions	<ul style="list-style-type: none"> • Focus on the importance of disclosing information to attorneys • Discussing possible punishments that could follow guilty verdicts
Kinesthetic	Role-playing	<ul style="list-style-type: none"> • Play arrest scenarios to learn about legal rights • Emphasize the process of exchanging information with counsel, weighing this information, and reasoning toward possible decisions in relevant areas
	Mock court hearings	<ul style="list-style-type: none"> • Practice appropriate courtroom behavior • Learn court procedures and terminology
	Competency games	<ul style="list-style-type: none"> • Games using legal terminology are used to develop knowledge of sanctions, the adversarial process, and types of pleas
Visual	Watching court scenes in movies and television	<ul style="list-style-type: none"> • Develop knowledge of legal terms and how to effectively participate in the court process • Discuss the relevant legal issues and appropriate and inappropriate courtroom behaviors displayed in the videos
Reading-Writing	Reading vignettes	<ul style="list-style-type: none"> • Learn about criminal charges and possible consequences

Individual study materials will be provided to Patient Inmates to provide additional exposure to the competency material between groups. Individuals with poor literacy skills will review the study materials orally in individual competency sessions.

CHRS will provide additional learning experience through increased lecture time, as well as individual instruction, to Patient Inmates who are incompetent due to specific knowledge deficits caused by low intelligence, but who may be restored to competence with additional exposure to

the educational material. Additionally, those with cognitive impairment may participate in cognitive retraining exercises as part of their supplemental group treatment.

1.1.G Medication Administration and Consent

While providing education to patients who are incompetent to stand trial is necessary, in the majority of cases, such treatment may not be sufficient to restore competency. In addition to competency groups, competency classes, and individual sessions, intensive psychiatric treatment is needed.

Achieving better control of psychotic symptoms through use of appropriate psychotropic medications at the most effective dosages will impact competency in a number of ways:

- Control of psychotic symptoms will improve the Patient Inmate's ability to consult with his or her lawyer with a reasonable degree of rational understanding
- Control of psychotic symptoms will help the Patient Inmate to manifest appropriate courtroom behavior, testify relevantly, and focus attention to learn competency material
- Functional legal capacities will be addressed by improving relevant capacities and skills such as communication, clearer thinking, ability to weigh risk and benefits, and ability to apply these towards making a decision

CHRS believes in immediate medication stabilization so the restoration process is not further delayed. Stabilization through medication will require strict monitoring of side effects and compliance. The success of any restoration to competency program lies in how well the treatment team can stabilize a Patient Inmate on their medications and correspondingly, how well a Patient Inmate can then engage in therapeutic tasks. When a Patient Inmate is stable and able to engage with his or her environment or a therapeutic milieu, the Patient Inmate can be on his or her way to being restored.

Upon admission to the JBCT program, the Patient Inmate will be given a thorough medication evaluation by the Psychiatrist and will immediately be stabilized on medications as deemed appropriate. If a Patient Inmate refuses to take medications, the Psychiatrist will work with Jail administration to present the Patient Inmate's case to the Judge and will subsequently obtain an order for involuntary medications.

IST patients often lack the capacity to give informed consent for treatment. Therefore, it is essential that treatment decisions are addressed per local hospital and state law policies. The restoration to competency team will provide strategies to motivate and incentivize patients to adhere to treatment and be compliant with medications.

CHRS will make efforts to obtain informed consent from the patient for antipsychotic medications should the patient withdraw his or her consent or if involuntary antipsychotic medication was not ordered and the treating Psychiatrist determines it has become medically necessary. CHRS will notify DSH if the treating Psychiatrist is unable to obtain informed consent and believes the patient lacks the capacity to make decisions regarding antipsychotic medications pursuant to Penal Code Section 1370, subdivision (a)(2)(B)(i)(I) or if the patient is a danger to others pursuant to Penal

Code Section 1370, subdivision (a)(2)(B)(i)(II). An assessment will be made by a Psychiatrist as to the Patient Inmate’s current mental status and will provide an opinion as to whether the patient meets the criteria for involuntary medications. The treating Psychiatrist will fill out the certification in accordance to Penal Code Section 1370, subdivision (a)(2)(C) and will work with County Counsel to provide the necessary information and testify in court as needed.

1.1.H Suicide Prevention/Adverse Events

Suicide is a leading cause of death in jails, and CHRS takes suicide awareness and prevention very seriously. CHRS will use its established Suicide Prevention Program based on policies and procedures that address education, screening, intervention, special needs treatment plans, and ongoing care. The program includes enhanced staff training, assessment using the Columbia Suicide Severity Rating Scale, and monitoring of inmates at increased risk for suicide. CHRS staff will also provide support to those who have been affected by suicide and may need help adjusting to the situation.

Enhanced Staff Training

CHRS training for clinical staff includes an intense focus on suicide prevention, and emphasizes the importance of communication and team work between clinical and custody personnel. We train both clinical and custody personnel to recognize when a patient is in need of emergency mental health care, based on questions asked during the intake screening, identified risk factors, and any warning signs of self-harming behavior.

Ongoing and frequent staff training on suicide prevention is central to the CHRS Suicide Prevention Program. Suicide prevention training is a mandatory part of CHRS new employee orientation and is also required annually for all CHRS employees and subcontractors. As part of our continual focus on suicide prevention and awareness, CHRS Regional Mental Health Directors distribute monthly suicide prevention bulletins to the entire company.

Sample Monthly Suicide Prevention Bulletin

Mental health professionals (MHPs) have an extremely important and sometimes very difficult and daunting responsibility to assess and assist patients to prevent suicide. There are a number of risk and protective factors that must be considered when determining risk. Risk factors are characteristics of a person or his or her environment that increase the likelihood that he or she will die by suicide, whereas protective factors are personal or environmental characteristics that help protect people from suicide.

Example Risk factors:

- Prior suicide attempt
- Family history of suicide
- Feelings of hopelessness
- 1st incarceration
- Intoxicated or detoxing
- Mental health history

Example Protective factors:

- Family and/or social supports
- Reasons for living
- Future oriented/Goals
- Self-esteem
- Coping Skills
- Problem solving skills

MHPs assist potentially suicidal patients to identify risk and protective factors while working collaboratively with them to identify coping skills, reasons for living, and a plan for when he or she may be feeling suicidal. Being able to document successful collaborative safety planning may benefit the employee and company with regards to liability, and provides the patient with an individualized plan aimed to prevent suicide.

1.1.I Data Deliverables

CHRS will use the standardized data collection template provided by the DSH. We will complete and submit this data collection to the DSH on a weekly basis within the timeframe determined by the DSH. CHRS will also submit daily census reports to the DSH upon the first Patient Inmate admission, unless otherwise requested by the DSH.

CHRS will collect patient-specific data throughout the assessment and treatment continuum and will submit reports representing patient-specific and aggregated data as required by DSH on a weekly, monthly, and quarterly basis, as well at the end of the contract term.

CHRS will submit daily census reports to DSH. Data elements listed below and any other data elements identified by DSH during the contract term will be collected in real time and submitted to DSH weekly according to the deadlines defined by DSH, in a common electronic file format and using the standardized data template stipulated by DSH:

- Patient Name
- Case Number
- Booking Number
- Gender
- Date of Birth
- Ethnicity
- Languages Spoken
- Interpretive Services Utilized, by type
- Referring County
- Commitment Date
- Packet Received Date
- Packet Completed Date
- Reason for Ongoing Pending Status
- Screening Evaluation Completed Date
- Screening Outcome
- Reason for Screening Rejection
- Admission Date
- Were Involuntary Medications Ordered
- IMO Effective Date/1370 Commitment Date
- Did Patient Receive Involuntary Medications
- Date Involuntary Medications Initiated
- Disposition of Discharge/Transfer
- Reason for Discharge/Transfer
- Date referred to DSH for Discharge/Transfer
- Discharge/Transfer Date
- Discharge/Transfer Location
- Reason for Delayed Discharge
- Date ROC Certificate Submitted to Court
- Primary Diagnosis at Admission
- Diagnosis at Discharge
- Diagnosis of Malingering (Yes/No)

1.1.J Summary Performance Report

CHRS will submit a summary performance report within 30 days of the end of the contract term. The summary performance report will include all information required as part of the DSH’s standardized data collection template, as well as:

- The total number of individuals restored to competency;
- The average number of days between program admission and discharge;

- The total cost of the program by budget category: personnel, operating expenses, administrative expense, custody and housing, and other direct operating costs as well as overall cost per Patient Inmate treated and the costs for those found to be malingering;
- The cost per cycle of treatment;
- A description of all implementation challenges; and
- Special incident reports and notification to the DSH of emergencies.

1.1.K Reporting Requirements

CHRS will submit a written report to the court, the community program director of the county or region of commitment, and the DSH Contract Manager concerning the Patient Inmate's progress toward recovery of trial competence within 90 days of a commitment or sooner if otherwise ordered by the committing Court. The report will include a description of any antipsychotic medication administered to the Patient Inmate and its effects and side effects, including effects on the Patient Inmate's appearance or behavior that would affect the Patient Inmate's ability to understand the nature of the criminal proceedings or assist counsel in the conduct of a defense in a reasonable manner.

The treatment team will provide the Court 30, 60 and 90-day summary reports of the Patient Inmate's progress and/or a recommendation for restorability as collaboratively determined by the treatment team and as written and certified by the Psychologist.

CHRS will verbally report any escape within 24 hours to the committing Court, the prosecutor in the case, the Department of Justice, and the DSH Contract Manager. CHRS will provide a written report within five business days of the escape.

CHRS will report via phone or email to the DSH Contract Manager when a Patient Inmate who is currently receiving treatment in the JBCT program is involved in a Serious Incident, including but not limited to causing serious harm to self or others or committing a new felony offense. Such reporting will take place within 24 hours of the Serious Incident. CHRS will respond to Serious Incidents and law enforcement issues, with coverage 24 hours per day, seven days a week, and with the capacity to arrange for or provide emergency transportation of Patient Inmates. We will maintain a Serious Incident file that is separate from the Patient Inmate record.

CHRS will file a certificate of restoration with the committing court when the Psychologist determines the patient has regained mental competence.

1.2 Treatment Protocol

1.2.A JBCT Programming

CHRS's felony JBCT program is a treatment-intensive, milieu-based model that quickly facilitates competency through group and individual therapy and intensive medication treatment. Through the provision of individualized, intensive, interactive, and targeted treatment, CHRS is able to restore individuals to competency in an effective and timely manner. Individual and group competency restoration services will be offered, and there will be an emphasis on rational decision making in legal proceedings. Psychotropic medications, competency groups, mock courts, individual competency sessions, and competency study materials will be used to address the capacities related to competency.

In 2012, the National Judicial College brought together a panel of judges, lawyers, policy makers, court managers, Psychologists, and Psychiatrists who are experts in competency restoration to assemble a best practice model for most effectively and efficiently working with mental incompetency in the criminal justice and mental health systems. CHRS has confirmed that its approach to competency assessment and competency restoration is consistent with this best practice model. Following award, CHRS will provide a copy of the overall program plan and schedule (and any subsequent modifications) to the DSH Contract Manager for approval.

CHRS will use evidence-based processes and materials for providing competency training to patients committed as incompetent to stand trial. Competency restoration services will be available in a number of formats. CHRS's success at decreasing the number of days to achieve improvement in competency-related abilities in multiple states has been based on several factors, including:

- Establishing a culture where patients and staff understand that improving competency-relevant capacities is the primary treatment goal
- Setting a precedent for a culture of medication compliance by initiating open and informative conversations about medications from the day of admission and providing medication education in a group format in which patients learn from each other's experiences with medication
- Maintaining an aggression-free environment in which patients are invited during orientation to participate in a program in which their peers have also expressed their intention to refrain from the use of aggression; the explicit buy-in of patients to participate in safe and peaceful programming has promoted an environment in which treatment progress is maximized
- Involving staff across disciplines in addressing competency
- Providing treatment for competency restoration in different formats that complement patients' learning styles and individual needs

CHRS is and will stay committed to providing the most up-to-date and effective approaches to competency restoration, and symptom and risk reduction. CHRS clinical leadership will provide training to program staff on new approaches and strategies as they become available. CHRS also uses nationally and internationally recognized consultants to stay abreast of new approaches so that we can emerge as leaders in these areas.

Milieu and Behavior Management

To promote rapid restoration of competency, the CHRS JBCT program will create a therapeutic "restoration" milieu that is safe, structured, organized, supportive, and conducive to treatment. Our model emphasizes structure, clear and consistent expectations, and supportive interactions. CHRS's Competency Restoration Specialists and other staff communicate to patients that restoration is the primary objective of participation in the program, and unit decorations (such as posters) are used to emphasize this theme.

Staff Selection

CHRS carefully selects Treatment Team members based on their education and clinical experiences, while taking into consideration each candidate's unique personal attributes and attitudes. CHRS looks for team members that are optimistic, inspire hopefulness, are creative, lack fear or prejudice when confronted with bizarre, unconventional behavior, provide daily contact, set limits, share control, and provide effective education.

Staff Training

CHRS will train Program staff on the best practices, such as, to treat all Patient Inmates fairly, honestly, and with respect, dignity, and cultural competency. All program staff will receive training on patients' rights and therapeutic boundaries during initial orientation with annual updates. Patient Inmates will be surveyed about how they are treated to ensure that staff are meeting expectations in these areas.

One key to a safe environment is the development of positive relationships between staff and patients, which requires training staff on communication skills and therapeutic boundaries. Training related to relationship skills is also provided to patients as a part of their group programming.

While the Competency Trainer will lead most competency groups, mocks courts, and competency games, all staff will be trained to play a role in competency restoration efforts. Our experience teaches us that such a focused treatment approach creates a high level of consistency among all the members of the treatment team with each of the patients. Patients find that they can discuss competency material with any staff member at any time and are met each time with a professional who is highly informed of competency matters. This has strengthened our relationships with our patients and further emphasizes our common goal to restore patients to competency in as thorough and efficient a manner as possible.

Approach to Care

The CHRS JBCT program will embrace a trauma-informed approach to treatment. The principles of a trauma-informed care include ensuring a safe environment, providing an atmosphere of trustworthiness, maximizing patient choice, collaborating and sharing decision-making with patients, and prioritizing patient empowerment and skills building.

Consistent with trauma-informed care and best practices, the JBCT program will use a comprehensive, integrated approach to preventing aggression. CHRS and custody staff will utilize verbal de-escalation techniques, and if necessary, custody staff will intervene when the behavior of an individual poses a threat of harm to self or others. This approach dictates that staff (including custody staff) use the least restrictive means possible to manage maladaptive behaviors.

Our successful approach to care is based on responding to changes in a patient's behavior or mental status before the situation escalates into a crisis. Depending on the nature of the behavior issue (including risk for escape or aggression), unmet relational needs, or mental health needs, this response may include:

- Informing others (including the assigned deputy) of the change in behavior or issue of concern

- Increased monitoring of the behavior
- Discussion with the patient about the behavior change
- Unscheduled treatment team meetings
- Medication change
- Change in program schedule
- Development of an Individualized Incentive Plan or Specialized Behavior Plan

In addition to addressing a patient's maladaptive behaviors, CHRS staff will also reinforce adaptive, pro-social behaviors on a daily basis. To increase opportunities for positive interactions between patients and staff, it is critical that all clinical and administrative staff spend time daily on the living area/pod. This practice allows staff to model pro-social behavior, observe patient behavior outside of group and individual contacts, and to respond to patient needs in a consistent and proactive manner.

One of the primary roles of the treatment team is to model pro-social behaviors and to encourage adaptive communication and decision-making. Our experience has taught us that it is also important to have special activities that patients can earn based on engaging in adaptive behaviors. The program will include a weekly activity that occurs at the end of the week, which typically involves a game, movie, and/or food, that the patients earn through engaging in adaptive and pro-social behaviors and exceeding the basic expectations of the program. This focus on reinforcing adaptive, pro-social behaviors has shown a positive influence on patient motivation and engagement.

Programs and Services to Promote Adaptive Behaviors

A variety of meaningful activities will be offered daily to encourage proactive social behavior and adaptive coping skills since an active, appropriately structured program schedule helps to maintain a safe environment. Patient Inmates will interact in activities and have a chance to test the new communication and coping skills they have learned. Patient Inmates will be expected to assume a role in maintaining the environment and their assignments will be in accordance to capabilities. This promotes feelings of self-responsibility and is consistent with the principle of self-governance, which refers to the development of self-responsibility and appropriate interdependence with peers.

Patient Inmates will participate in decision-making regarding milieu issues during community meetings and/or team-building activities. The culture of our programs, with a focus on active treatment and respect for patients, emphasizes autonomy and discourages aggression. Immersion in this culture begins upon admission to the JBCT program. The program will also emphasize successful re-entry, which is discussed throughout the program and helps to build investment in the program, along with hope for rapid restoration and symptom resolution.

Patient Inmates will also be asked to contribute to the therapeutic environment during art groups by completing posters with positive messages regarding recovery that can be posted in the living area/pod and in any multipurpose rooms available to the program, as permitted by Jail policies. Posters on the unit will also focus on competency restoration to reinforce the goals of the program. The JBCT program will have books containing pro-social messages and with a focus on self-

improvement, and Patient Inmates will be encouraged to request and read books of interest that pertain to these subjects.

Ultimately, the goal of the JBCT program is to provide a safe and therapeutic environment where rigorous assessments are completed, and a robust competency restoration program is implemented in order to restore individuals to competency to stand trial in a timely manner.

Incentive Plans

Individualized incentive plans will be developed and implemented to address maladaptive behaviors that do not rise to the level of requiring a formal behavioral plan. Individualized incentive plans use positive reinforcement to shape alternative, adaptive behaviors. When maladaptive behaviors are identified in a patient, the treatment team identifies methods for intervention. The treatment team will then discuss the plan with the Patient Inmate and identify his or her preferences for possible incentive items (e.g., food items, additional time for recreational activities, etc.). Specific interventions will then be utilized to modify the target behavior(s). This will be documented in the Patient Inmate's progress in weekly clinical notes (including target behavior, number of incentives given per week, and plan for discontinuation) and the Clinician will document accordingly in the treatment plan and weekly treatment plan reviews.

The weekly incentive program is designed to structure expectations for the Patient Inmate's programming behavior. By linking the special activities to specifically delineated objectives within the treatment plan (e.g., interacting with staff and peers and engaging actively in programming), patients are provided with consistency and structured reinforcement. Patient Inmates will be provided with an orientation session and a brochure on guidelines for participating in the incentive program.

Expectations include active and appropriate group and individual session participation and engaging in effective activities of daily living and pro-social chores and responsibilities on the unit. Each week, Patient Inmates will receive a scorecard that they are responsible for carrying and turning in to staff for signatures throughout the week. The incentive program focuses on individualized recovery through staff's therapeutic considerations of each patient's capacities and challenges when awarding signatures. Kings County's JBCT program will benefit from having a provider who has already established a successful incentive structure with target behaviors and reinforcers.

Specialized Behavioral Plans

If a Patient Inmate engages in maladaptive behaviors that do not respond to redirection, the treatment team will address these behaviors in an individualized manner. A team meeting may be held to discuss the causes for the behavior and to determine whether additional interventions need to be added to the treatment plan. The team will address underlying causes for aggressive behavior and other maladaptive behaviors with the Patient Inmate. A Specialized Behavior Plan will be implemented, as needed, if the incentive plan in the treatment plan is not sufficient to address the behaviors of concern. Over the past 20 years, CHRS has designed and implemented Specialized Behavioral Plans for patients who demonstrate specific behaviors that interfere with treatment and/or put others at risk, such as aggression toward others, self-injurious behavior, and other maladaptive behaviors.

If a Patient Inmate is a candidate for participation in the Specialized Behavioral Plan, the Psychologist will complete a Functional Analysis of Behavior. The Functional Analysis identifies stimuli that appear to be maintaining or strengthening the target behavior and clarifies the function or purpose of the target behavior through the collection of data. Following the Functional Analysis, a Specialized Behavioral Plan will be developed by the Psychologist, in conjunction with the treatment team. The plan will be based on information from the Functional Analysis and will include specific interventions to modify the target behavior(s), which will be observable and measurable. There will be input and approval from the team, the Patient Inmate, and the Patient Inmate's family or support system (where appropriate).

The Specialized Behavioral Plan will include the following elements:

- Target Behavior
- Method of Implementation (plan details)
- Adaptive/Replacement Behavior
- Conditions for Discontinuation
- Functional Analysis
- List of all Interventions Attempts
- Identification of Potentially Reinforcing Stimuli

Specialized Behavior Plans also use positive reinforcement to shape alternative, adaptive behaviors.

Anger Management and Relaxation Skills

CHRS recognizes that patients need skills to help them to deal with the frustrations associated with their arrest and placement in the competency evaluation and restoration program. Based on patient and staff surveys at our current JBCT programs, evidenced-based anger management and relaxation training were added to the orientation program. After orientation, the treatment team will help patients to identify triggers to anger and aggression and will work with the patient to identify alternatives to aggressive or dangerous behavior. Patient Inmates will be encouraged to notify staff when they identify triggers and to work with staff to initiate coping skills. This approach empowers individuals to begin to address triggers in a nonaggressive manner.

Partnership Between Clinical and Custody Staff

The CHRS JBCT program will place strong emphasis on coordination and communication between clinical and custody staff. In a jail setting, the relationship between program staff and assigned custody staff is especially important, as is the relationship between custody staff and patients. The custody staff designated to the JBCT program will establish relationships and communication with patients, which will be essential in maintaining a safe and therapeutic environment.

1.2.B Group Therapy

The ability to house IST Patient Inmates in a milieu or group setting is key in facilitating their recovery. The sense of relatedness that can be created in a dorm or group setting satisfies an important psychological need and can promote intrinsic motivation and task engagement. CHRS's Mental Health Clinician and Competency Trainer will facilitate use of the unit milieu and conduct daily community and group programming.

Inmate socialization programs will be delivered in the unit to enhance the milieu, develop socialization skills, and encourage peer interactions and group exercise. These sessions will provide a safe, supervised setting for social interactions so Patient Inmates can learn skills to succeed in the community or open public settings, such as the court room. For some Patient Inmates, these interactions diminish the desire to isolate and can help them develop coping skills, as well as improve their communication and cooperation with other inmates or custody staff.

CHRS's Competency Groups will cover the following information:

- Rational decision-making skills, particularly in the context of legal proceedings
- Criminal charges
- Severity of Charges – Felony vs. Misdemeanor
- Sentencing
- Pleas – Guilty, Not Guilty, Nolo Contendere, Not Guilty by Reason of Insanity
- Dispositions of plea options
- Plea bargaining
- Roles of courtroom personnel
- Adversarial nature of trial process
- Evaluating evidence
- Courtroom behavior
- Probation and parole
- Working with attorneys
- Handling legal stress

Supplemental Groups for Competency Restoration

Our experience has shown us that patients benefit from participation in a number of additional evidenced-based treatment groups, including:

- Psychoeducation
- Cognitive Behavior Therapy (CBT) problem solving
- Cognitive rehabilitation
- Dialectical Behavior Therapy (DBT) skills including distress tolerance, emotional regulation, and interpersonal skills
- Motivational interviewing

CHRS will request DSH approval to add other groups that we have found useful where indicated. Supplemental groups for competency restoration that CHRS uses successfully are described in the following table.

Supplemental Groups for Competency Restoration	
Patient Goal	Evidence-based Groups
Manage Their Symptoms	<ul style="list-style-type: none"> • Cognitive Behavior Therapy (CBT) Group • Co-occurring Disorder Treatment • Cognitive Rehabilitation Group
Understand Their Illness and the Recovery Process	<ul style="list-style-type: none"> • Motivational Interviewing • Psychoeducation • Illness Management and Recovery Group • Medication Education/Management Group • Team Solutions Recovery
Cope with Anger and Stress	<ul style="list-style-type: none"> • Anger Management Group • Stress Management Group • Yoga • Mindfulness-Based Stress Reduction • Coping Skills • DBT Skills Group
Promote Wellness	<ul style="list-style-type: none"> • Solutions for Wellness Group • Team Solutions Recovery
Improve Communication, Social Skills and Problem Solving	<ul style="list-style-type: none"> • Social Skills Group • Anger Management Group

Cognitive Behavior Therapy

Program staff will use evidence-based Cognitive Behavior Therapy (CBT) in an attempt to diminish anxiety, depression, and the delusional thinking that can interfere with competency and increase risk for dangerous behaviors. After a careful assessment process in which the beliefs that underlie the depression, anxiety, delusion(s), and/or hallucinations are identified, patients learn to monitor their thoughts; identify relationships between thoughts, feelings, and behavior; and detect cognitive errors. CHRS uses individual and group CBT to address anxiety, depression, and delusional beliefs that have not been fully controlled by psychotropic medications. As a result of such treatment, patients are more committed to taking their medications, demonstrate an increased understanding that some of their beliefs are not based in reality, and are more willing to look for empirical support.

Illness Management and Recovery Program

CHRS will use the Substance Abuse and Mental Health Services Administration (SAMHSA) Illness Management and Recovery Program to help patients understand their illnesses and to enhance medication compliance. The goals of this evidence-based program are to improve knowledge about mental illness, reduce relapse and re-hospitalizations, cope more effectively and reduce distress from symptoms, and use medications more effectively. An emphasis is placed on helping patients to learn how to collaborate effectively with treatment providers and significant others and to limit the effect their illness has on their functioning so they can achieve goals that

give meaning and fulfillment to their life. The Illness Management and Recovery Program covers the following topics: recovery strategies, practical facts about mental illness, the Stress-Vulnerability Model and strategies for treatment, building social support, using medication effectively, reducing relapses and coping with stress, coping with problems and symptoms, and getting needs met in the mental health system.

Motivational Interviewing

When CHRS Program staff identify individuals as being uncooperative and/or having behavioral issues, Motivational Interviewing (MI) will be a primary treatment intervention. MI is a counseling technique that helps individuals to improve their motivation to participate in treatment, become abstinent, take psychotropic medications, and achieve other goals. MI emphasizes five primary techniques:

- **Expressing Empathy** – Using active listening without offering advice, judgment, or criticism
- **Developing Discrepancy** – Goals are clarified and the discrepancy between the patient’s goals and behaviors are highlighted
- **Avoiding Arguments** – Arguments are viewed as counter-productive since they serve to strengthen beliefs
- **Rolling with Resistance** – The therapist helps the patient to fully explore his or her opinions rather than advocating for a certain outcome or direction
- **Supporting Self-efficacy** – Small, realistic goals are set to foster the realization that change is possible

Emotional Regulation/Anger Management Group

CHRS will use empirically supported, best practices for treatment of anger, such as the SAMHSA Anger Management Group, which is available in English and Spanish. CHRS staff will lead structured, psycho-educational anger management groups for Patient Inmates needing to learn anger control strategies. Group leaders will primarily serve as educators, teaching Patient Inmates about precursors to anger, signs of anger, and costs of anger. They will present strategies to manage anger such as learning relaxation strategies, changing thoughts that intensify anger, and modifying responses to provocation. Patient Inmates will learn to recognize what triggers their anger and will learn coping skills. For those who need more intensive or individualized anger treatment, referral for psychotherapy for treatment of anger issues will also be available.

Dialectical Behavior Therapy

CHRS will provide Dialectical Behavior Therapy (DBT) skills groups since 2000. The core treatment strategies in DBT are validation (showing an understanding of the patient’s behaviors considering his current situation) and problem solving. In group therapy sessions, skills are taught to help individuals to be aware of their experiences and “stay in the moment” (mindfulness skills), to effectively achieve their interpersonal goals (interpersonal effectiveness skills), to change distressing emotions (emotional modulation skills), and to learn to live with the emotions if they cannot be modified (distress tolerance skills). Research has supported the effectiveness of DBT in

decreasing suicidal behavior, therapy-interfering behaviors (e.g., dropping out of therapy), and number of days of inpatient hospitalization.

Interpersonal Skills/Social Skills Group

In Social Skills Group, patients will practice verbal and nonverbal social skills to improve their ability to engage with others. Social skills training will emphasize the learning, performance, generalization, and maintenance of appropriate behaviors through modeling, coaching, and role-playing. The group focuses on improving:

- **Survival Skills** – listening, following directions, ignoring distractions, using appropriate language, rewarding yourself
- **Interpersonal Skills** – sharing, asking for permission, joining an activity, waiting your turn
- **Problem-solving Skills** – asking for help, apologizing, accepting consequences, deciding what to do
- **Conflict Resolution Skills** – dealing with teasing, losing, accusations, being left out, peer pressure

Cognitive Rehabilitation Group

Patient Inmates identified by CHRS Program staff to have cognitive impairment will be provided cognitive retraining exercises designed to train or retrain neural pathways in the brain. Research suggests that cognitive retaining helps to improve quality of life, independence, and other outcomes following brain injuries, especially if therapy is started soon after injury. Cognitive retraining helps patients recover skills in attention, concentration, memory, organization, perception, judgement, and problem solving and to develop compensatory strategies to cope with cognitive deficits.

Solutions for Wellness

With DSH approval, CHRS proposes inclusion of wellness groups in our program. CHRS is experienced in providing mental health wellness programs to patients that provide education on nutrition, food, exercise, self-image and positive relationships using the Lilly Solutions for Wellness and Team Solutions Recovery curricula to provide education on healthy lifestyles and to promote active leisure and recreation activities.

The Solutions for Wellness and Team Solutions Recovery program is based on current scientific knowledge and evidence-based modalities of treatment. The Wellness Program will include education, nutritional counseling (as needed), and exercise. The Solutions for Wellness materials focus on helping patients to make choices that will result in improved health, with emphasis on healthy eating, increasing physical activity, and maintaining a healthy lifestyle.

Wellness Recovery Action Plan

The Wellness Recovery Action Plan (WRAP) is a self-designed prevention and wellness plan that anyone can use to get well, stay well, and live their best life. It was developed in 1997 by Mary Ellen Copeland and a group of people who were searching for ways to overcome their own mental

health issues and move toward fulfilling their life goals and ambitions. It is now used around the world by people in all kinds of circumstances, and promoted by countless healthcare systems because of its effectiveness in managing physical and mental illness, as well as challenging life issues such as career changes, divorce, and the death of a pet or loved one. WRAP is also excellent for those who seek relief from triggers and cravings associated with addiction, and it is now also being used in trauma therapy, such as to empower veterans living with PTSD. WRAP has been studied extensively under rigorous research methods and is listed in the National Registry of Evidence-based Programs and Practices.

WRAP builds upon the five key recovery concepts that are the foundation of any effective recovery work—Hope, Personal Responsibility, Education, Self-Advocacy, and Support. Building this plan helps people discover their own safe, simple wellness tools, and then create a list of things to do each day to maintain their wellness, called a Daily Maintenance List. It is important to begin a WRAP during a time of stability, so that identifying triggers and early warning signs doesn't create a crisis in itself. Users are guided through the process of developing a Crisis Plan, and introduced to Post-Crisis Planning. WRAP is a living document that is intended to change and evolve as individuals begin to experience success and, ultimately, long-term wellness and recovery.

Sample Curricula

The following table provides descriptions of a sample curricula used by CHRS to supplement competency groups and mock courts for individuals who are incompetent to stand trial.

Sample Group Program Curricula

Illness Management and Recovery is an evidenced-based group from SAMHSA that includes the following topics:

- Session 1- 2: Recovery strategies
- Session 3-4: Practical facts about mental illness
- Session 5: Stress-Vulnerability Model and strategies for treatment
- Session 6-7: Building social support
- Session 8-9: Using medication effectively
- Session 10-11 Reducing relapses
- Session 12-13: Coping with stress
- Session 14-15: Coping with problems and symptoms
- Session 16: Getting needs met in the mental health system.

Cognitive Behavioral Therapy is 24-session evidenced-based cognitive therapy group for individuals who are coping with psychotic symptoms, stress, low self-esteem, depression, anxiety, suicidal ideation, and substance abuse. CBT is presented in a participant workbook and includes the following topics:

Sample Group Program Curricula

Topic 1: Stress

- Session 1: Introducing ourselves
- Session 2: What is stress?
- Session 3: What do I consider stress?
- Session 4: How I experience my symptoms?
- Session 5: Vulnerability-stress competence model
- Session 6: A personal goal

Topic 2: Testing hypotheses & looking for alternatives

- Session 1: The ABC of CBT
- Session 2: Common experiences
- Session 3: Traffic jam
- Session 4: How not to jump to conclusions
- Session 5: Consider alternatives for my own beliefs
- Session 6: Looking for things from a positive perspective

Topic 3: Alcohol and illicit drug usage

- Session 1: Words that describe me
- Session 2: What I value
- Session 3: Drugs and alcohol: When, when, & with whom
- Session 4: Their effect on my life
- Session 5: Feeling down or hopeless
- Session 6: Changing my mood

Topic 4: Coping and competence

- Session 1: Relief from stress
- Session 2: Dealing with symptoms
- Session 3: Available resources
- Session 4: My strengths, protective factors, & challenges
- Session 5: Coping my own way
- Session 6: Review of the model

Dialectical Behavior Therapy Skills Group includes the following topics:

- Core Mindfulness
 - Session 1: Wise Mind
 - Session 2: Taking Hold of Your Mind: Mindfulness “What” Skills
 - Session 3: Taking Hold of Your Mind: Mindfulness “How” Skills
- Distress Tolerance
 - Session 4: Pros and Cons
 - Session 5: TIP Skills: Changing your Body Chemistry
 - Session 6: Self-Soothing
 - Session 7: Improving the Moment
 - Session 8: Radical Acceptance
 - Session 9: Turning the Mind
- Emotion Regulation
 - Session 10: Ways to Describe Emotions
 - Session 11: Opposite Action
 - Session 12: Accumulating Positive Emotions in the Short-Term
 - Session 13: Pleasant Events List
- Interpersonal Effectiveness
 - Session 14: Clarifying priorities and Interpersonal Effectiveness
 - Session 15: Guidelines for Objectiveness Effectiveness (DEAR MAN)
 - Session 16: Guidelines for Relationship Effectiveness (GIVE)
 - Session 17: Guidelines for Self-Respect Effectiveness (FAST)

Anger Management is a SAMHSA program that includes the following topics:

Sample Group Program Curricula

- Session 1: Overview of Group Anger Management Treatment.
- Session 2: Events and Cues: A Conceptual Framework for Understanding Anger
- Session 3: Anger Control Plans: Helping Group Members Develop a Plan for Controlling Anger
- Session 4: The Aggression Cycle: How to Change the Cycle
- Session 5: Cognitive Restructuring: The A-B-C-D Model and Thought Stopping
- Session 6: Review Session #1
- Sessions 7 & 8: Assertiveness Training and the Conflict Resolution Model: Alternatives for Expressing Anger
- Sessions 9 & 10: Anger and the Family: How Past Learning Can Influence Present Behavior
- Session 11: Review Session #2
- Session 12: Closing and Graduation: Closing Exercise and Awarding of Certificates

Co-Occurring Disorders Treatment Workbook is from Department of Mental Health Policy Law and Policy University of South Florida and includes the following topics:

- Module 1: Connection Substance Use & Mental Health
- Module 2: Depression & Substance Abuse
- Module 3: Bipolar Disorder & Substance Abuse
- Module 4: Anxiety Disorder & Substance Abuse
- Module 5: Schizophrenia & Schizoaffective Disorder and Substance Abuse
- Module 6: Substance Use: Motives & Consequences
- Module 7: Principles of Treatment
- Module 8: Relapse Prevention

Solutions for Wellness focuses on helping patients to make choices that will result in improved health. Topics (modified for a correctional population) include the following:

- Session 1: Mental Health and Physical Activity
- Session 2: Step into Better Health
- Session 3: Physical Activity & Environment
- Session 4: How Physically Active Are we?
- Session 5-6: Benefits & Barriers to Being Active
- Session 7: Fitness Assessment & Goal Setting
- Session 8: Creating Balance
- Session 9: Step Out of Stress
- Session 10: Physical Activity and Safety
- Session 11: Fitting Activities into Daily Routine
- Session 12: Types of Activities
- Session 13: Aerobic Exercises
- Session 14: Flexibility Exercises
- Session 15 Strengthening Exercises
- Session 16; Tobacco and Health
- Session 17: Staying Healthy

Stress Management includes the following topics:

- Breathing
- Muscle relaxation and exercise
- Self-hypnosis and meditation
- WRAP plans
- Mindfulness-based Stress Reduction
- Imagery and self-talk
- Humor
- Writing
- Crisis Response Plans

Social Skills includes the following topics:

Sample Group Program Curricula

- Session 1-5: Survival skills
- Session 6-10: Interpersonal skills
- Session 11-15: Problem-solving skills
- Session 16-20: Conflict resolution skills

Team Solutions Recovery includes the following topics:

- Topic 1: Recovering-Achieving Your Life Goals
- Topic 2: Partnering with Your Treatment Team
- Topic 3: Understanding Your Illness
- Topic 4: Understanding Your Treatment
- Topic 5: Getting the Best Results from Your Medicine
- Topic 6: Managing Stress and Problems
- Topic 7: Making Choices: Substances and You
- Topic 8: Recognizing and Responding to Relapse
- Topic 9: Managing Crises
- Topic 10: Recovery in Process: Putting it All Together

Medication Education/Management includes the following topics:

- Topic 1: Importance of Medication Compliance
- Topic 2: Common Medications
- Topic 3: Common Side Effects
- Topic 4: Coping with Side Effects
- Topic 5: Communicating with Your Nurse and Doctor

Recreation and Social Activity

All Patient Inmates will be encouraged to spend time outdoors for fresh air and exercise daily, weather permitting. All individuals, while out of doors, will be accompanied and supervised by staff. Special precautions will be taken for those individuals who may be heat sensitive resulting from psychotropic and other medications. Patient Inmates who require additional assistance to go outdoors will be provided that support.

The JBCT program will provide opportunities for unstructured recreation, such as walking or playing basketball in the outdoor recreational area. JBCT staff will also lead structured, pro-social recreational activities such as basketball games, stretching, yoga, and calisthenics. In cooperation with the Sheriff’s Office and in accordance with Jail policies and procedures, the JBCT program will provide exercise opportunities suitable for planned recreational activities. Recreational supplies will be inventoried regularly and maintained in good condition.

Often, individuals who are involved with the criminal justice system have not used their free time to engage in pro-social activities. Recreational services will provide individual and group leisure activities for patients using a variety of techniques to maintain mental, social, and emotional well-being. JBCT staff will help individuals to explore passive and active recreation activities that they enjoy. Activities may include but will not be limited to:

- Arts
- Crafts
- Board games
- Music
- Current events discussions
- Movie discussions
- Reading
- Special holiday events

Other structured, pro-social recreational activities such as chess tournaments, meditation, bingo games, and competency games may also be facilitated. All recreational activities will take place under close staff supervision. The JBCT program will also provide opportunities for unstructured recreation such as reading and listening to music.

Social stimulation will also be achieved through informal and formal peer to peer interactions. During the holidays and on special occasions, staff at our current JBCT programs have collaborated with custody staff to develop opportunities for celebration and special events. For example, during the winter holidays, a celebration was planned that included decoration of the unit, festive music and food items, patient-facilitated activities, and games that included both staff and patients.

It has been noted that the ability to experience pleasure and laughter has a curative effect on persons with mental illness. Recognizing the positive effect of giving patients opportunities to celebrate special occasions and interact with other patients and staff in a jovial manner, CHRS will continue to focus on these types of initiatives in our JBCT programs.

1.2.C Individual Sessions

Individual competency sessions will supplement material learned in groups so that treatment occurs at the pace appropriate to the individual, utilizing materials that complement his or her preferred learning style, and taking in to account any learning disabilities he or she manifests. Individual sessions will be used to discuss each individual's charges and the specific penalties he or she could face if found guilty of the charge; to clarify misperceptions unique to that individual; to focus on deficits that interfere with competency specific to that individual; and to address delusional beliefs.

Once a Patient Inmate has demonstrated improved behavior and mental status through programming and stabilization on psychotropic medications, CHRS's Competency Trainer will work with the Patient Inmate utilizing cognitive remedial techniques and other exercises to train and educate the Patient Inmate on mainstays of the court process. The Trainer will assist the Patient Inmate to better able to learn his charges and other legal information through individual or group sessions. To further reinforce the court process, mock trials will be facilitated by the Competency Trainer with involvement of the treatment team.

Additionally, a Clinician will meet weekly with the Patient Inmate for one hour. These sessions are focused on developing coping or other therapeutic techniques that may benefit the patient throughout the restoration and court process.

1.2.D Psychiatric Assessments

A psychiatric assessment will be conducted as part of the admission process. Following admission, the Psychiatrist will see each Patient Inmate weekly, or more frequently as needed.

The Psychiatrist will conduct a medication evaluation and review/update the medication plan every seven days for individuals who are prescribed psychotropic medications or for whom psychotropic medication treatment is warranted. The Psychiatrist will consider involuntary medications for

those patients who require stabilization but are refusing medications and will document rationale for the decision.

Additionally, the Psychologist and/or Clinician will meet with the Patient Inmate weekly to review/reassess barriers to competency restoration, including medication adherence. The Psychologist and/or Clinician will review findings and recommendations with the treatment team in rounds following the assessment.

1.2.E Treatment Team Review

The treatment team will meet weekly to review the progress of Patient Inmates admitted within 30 days. Patient Inmates are subsequently reviewed every 14 days thereafter, and when the Patient Inmate is considered for discharge from the program. The Patient Inmate will be periodically reassessed by the treatment team for progress towards restoration. Progress of the interventions will be measured, and a decision will be made to either incorporate further treatment elements or modify the treatment plan.

Weekly progress reviews will focus on whether the treatment provided is impacting competency to stand trial and whether additional treatment interventions need to be added to the treatment plan. After the weekly treatment team meeting, the treatment plan will be revised as needed, and new or modified treatment interventions will be implemented. Our success at our current JBCT programs is largely attributed to intensive weekly case reviews with prompt modification of interventions, allowing the programming to be tailored to the individual's needs.

The treatment team will be responsible for providing the committing court with progress reports, pursuant to Penal Code section 1370 subdivision (b)(1). If a Patient Inmate has not been restored to competency within 90 days of admission, the treatment team will determine whether he or she should be returned to the committing county as non-restorable, or transferred to the state hospital for further treatment and commitment.

The treatment team will review the patient's need for transfer to the state hospital at each treatment team meeting. The treatment team and DSH must reach consensus about whether transfer to the state hospital is recommended. In general, the consideration for transfer includes but is not limited to the following criteria:

- Imminent risk to himself due to a mental disorder or has remained a risk after stabilization with psychotropic medication
- Significant risk of severe self-neglect
- Pathology is unclear and requires close observation to assess and treat
- Emergency mental health or medical services are likely to be needed or the patient is too medically compromised for outpatient management
- Initiation of a Clozaril trial is recommended

Discharge and Transfer Planning

CHRS understands the importance of patients maintaining adherence to medication after competency is restored. Often, successful restoration to competency is secondary not only to

education about legal issues, but also to adherence to medications. Upon restoration of competency, CHRS staff will continue providing group and individual programming to maintain competency and to address the need for continued adherence to medications. For patients who have a history of medication noncompliance, psychiatric staff will seriously consider the use of depot medications (injectable medications that are released into the body slowly over an extended period of time), if at all feasible.

Once competency is restored, CHRS staff will invite custody staff to participate in the discharge planning process, which will include the treatment plan and discussion of the processes that helped the patient to achieve medication adherence. Discharge planning will include:

- Referrals to agencies and services, as needed
- Phone and written contact with the receiving agency to coordinate continuity of care and other needed services
- A final Competency Evaluation, in accordance with a template approved by DSH
- PMU authorization for transfer to the state hospital
- Preparation of Psychiatrist, Psychologist, and Clinician discharge summaries, along with a copy of the medication administration record and a three-day supply of medications

CHRS has extensive experience in transferring discharging patients to a correctional facility or state hospital. In these transfers, CHRS treatment teams work closely with the treatment providers at the receiving hospital or jail to enhance communication and collaboration. Through their efforts, relapses have been rare, and most individuals maintain their competency through the adjudication process.

CHRS will establish similar discharge processes for the JBCT program, including building effective working relationships with community providers that serve patients discharged from the program. CHRS will meet with stakeholders on a regular basis to maintain open communication, and we will collaborate with DSH to provide a smooth transition back to the main Jail setting or to a state hospital.

If the patient is to be transferred to a state hospital, medical records will be provided of treatment given, the patient's progress and response to treatment, and the present psychiatric and medical concerns. The referral authorization from the PMU will also be provided. The final competency evaluation will be provided to the court prior to discharge.

1.3 Proposed Staffing Plan

CHRS's felony JBCT program will be covered by full-time and part-time staff who are scheduled on day shift. The program will operate primarily on day shift during business hours (8 a.m. to 5 p.m.) Monday through Friday, with 24/7 on-call availability.

The treatment team staffing requirements are based on the number of available beds open for referral of felony inmates at any given point to the program. CHRS's felony JBCT program is

designed for a milieu (group) setting model. The number of hours for each position is determined based on the baseline number of practitioner hours required to intensively treat up to eight (8) felony inmates.

All staff will be local, appropriately licensed, experienced and/or trained, and will be expected to provide services on site at the Jail according to assigned hours. Each practitioner has a role, responsibility, and function as part of the team.

Psychologist (PhD or PsyD): The Psychologist is a licensed Psychologist who is responsible for providing clinical support to the JBCT program. The Psychologist will hold a clinical case load and will serve as a consult/clinician for advanced or difficult to manage cases. The Psychologist will communicate on a regular basis with all mental health and psychiatric staff.

The Psychologist will be responsible for the psychological evaluation, competency assessment, psychometric testing, screening, and restoration plan for all Patient Inmates entering the program. The Psychologist will create a “restoration plan,” including conducting Psychometrics or Psychological Testing to rule out cognitive or psychiatric impairments and malingering. The Psychologist will ensure that each Patient Inmate has a treatment regimen tailored to his or her needs and that deficiencies identified from the competency assessment are listed and addressed by specific treatment interventions.

The Psychologist will be responsible for providing 30, 60, 90-day progress summaries and declaration of competence to the courts. The Psychologist will also assist in providing updates to the court (if needed) as well as testimonies.

Psychiatrist (MD): All patients in the program will be under the Psychiatrist’s clinical authority. The Psychiatrist will primarily be responsible for medication prescribing, management, stabilization and monitoring. The Psychiatrist will also make court appearances, attend court proceedings and provide testimonies, if needed.

Competency Trainer: The Competency Trainer is primarily responsible for the educational and training component of the program. The Competency Trainer will utilize several cognitive remedial or restructuring techniques to teach basic legal concepts, along with helping the Patient Inmate understand his or her own legal situation. The Competency Trainer will provide training, learning, and education in a multi-modal format, utilizing discussions, reading, video, and role-playing. The Competency Trainer will facilitate experiential methods such as mock trial exercises for the Patient Inmate with the involvement of the entire treatment team. Additional remedial and simplified cognitive techniques will also be provided for Patient Inmates with specific knowledge deficits.

Clinician (LMFT/LCSW/LPC): The Mental Health Clinician/ Program Director will be responsible for staff coverage and scheduling, assigning responsibilities, ensuring the delivery of services are appropriate and efficient, and ensuring the program is operating at the level that mutually meets Kings County’s and CHRS’s expectations. The Clinician/ Program Director will hold responsibilities as administrator, attending to administrative issues and duties as they arise, and interfacing with Jail administration as needed. The Clinician/ Program Director will lead the treatment team in weekly meetings and discussions on the Patient Inmate’s progress.

Additionally, this position will be responsible for 1:1 supportive or individual therapy, as well as group therapy. The Clinician will meet with the Patient Inmate weekly for one hour. Sessions will be focused on developing coping techniques or other therapeutic strategies that may benefit the Patient Inmate throughout the restoration and court process. The Clinician will also offer multiple group therapy sessions each week.

Administrative Assistant: The Administrative Assistant is responsible for management of all paperwork, reports, and summaries that may be requested as part of the Patient Inmate's participation in the JBCT program and/or legal proceedings. The Administrative Assistant will also serve as a liaison between the courts and the program. Another important function of the Administrative Assistant is to track data deliverables to the County and DSH, including but not limited to: total inmates admitted to the program by name, date, etc.; number of individuals successfully restored; number of formal evaluations and reports to the court; date of admission and length of time from admission inmate was declared competent; demographics of inmates served and diagnosis; and number of malingerers.

STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES

STANDARD AGREEMENT

STD 213 (Rev. 04/2020)

AGREEMENT NUMBER 24-79002-000	PURCHASING AUTHORITY NUMBER (If Applicable) DSH-4440
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1. This Agreement is entered into between the Contracting Agency and the Contractor named below:

CONTRACTING AGENCY NAME

Department of State Hospitals

CONTRACTOR NAME

County of Kings

2. The term of this Agreement is:

START DATE

July 1, 2024

THROUGH END DATE

June 30, 2025

3. The maximum amount of this Agreement is:

\$1,605,320.00

One Million Six Hundred Five Thousand Three Hundred Twenty-Two Dollars and Zero Cents

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

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

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

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

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

CONTRACTOR

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

County of Kings

CONTRACTOR BUSINESS ADDRESS

1400 West Lacey Boulevard, Building #1

CITY

Hanford

STATE

CA

ZIP

93230

PRINTED NAME OF PERSON SIGNING

Dough Verboon

TITLE

Chairman of the Board of Supervisors

CONTRACTOR AUTHORIZED SIGNATURE

DATE SIGNED

STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES

STANDARD AGREEMENT

STD 213 (Rev. 04/2020)

AGREEMENT NUMBER 24-79002-000	PURCHASING AUTHORITY NUMBER (If Applicable) DSH-4440
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STATE OF CALIFORNIA

CONTRACTING AGENCY NAME

Department of State Hospitals

CONTRACTING AGENCY ADDRESS

1215 O Street, MS-1

CITY

Sacramento

STATE

CA

ZIP

95814

PRINTED NAME OF PERSON SIGNING

Kathryn Hill

TITLE

Manager, PCSS

CONTRACTING AGENCY AUTHORIZED SIGNATURE

DATE SIGNED

CALIFORNIA DEPARTMENT OF GENERAL SERVICES APPROVAL

EXEMPTION (If Applicable)

Budget Act Provision 13

CONSENTED TO (Pursuant to a Facility Sublease Dated March 15, 2017, between the Department of Corrections and Rehabilitation of the State of California and the County of Kings and the County certificate to the Tax Certification referenced therein).

CONSENT AND APPROVAL:

State Public Works Board of the State of California

By _____ Date _____

Koreen H. Van Ravenhorst, Deputy Director

Department of Corrections and Rehabilitation of the State of California

By _____ Date _____

Michelle Weaver, Deputy Director

Department of State Hospitals

County of Kings
 Agreement Number: 24-79002-000
 Exhibit A, Scope of Work

EXHIBIT A
SCOPE OF WORK

1. CONTRACTED PARTIES:

A. The County of Kings, hereafter referred to as Contractor, agrees to provide services, (as defined in Section 7) to the Department of State Hospitals (DSH) pursuant to the terms and conditions of this Agreement.

2. SERVICE LOCATION:

A. The services shall be performed at Kings County Jail (KCJ) located at 1570 Kings County Drive, Hanford, California.

3. SERVICE HOURS:

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

4. PROJECT REPRESENTATIVES:

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

Contract Manager:

Department of State Hospitals		Kings County	
Section/Unit: Community Forensic Partnerships Division		Section/Unit: Administrative Office	
Attention: Selene Mujica Staff Services Manager II		Attention: Kyria Martinez County Administrative Officer	
Address: 1215 O Street, MS-10 Sacramento, CA 95814		Address: 1400 W. Lacey Blvd. Building #1 Hanford, CA 93230	
Phone: (916) 651-7913	Fax: (916) 653-2257	Phone: (559) 852-2377	Fax: (559) 585-8047
Email: Selene.Mujica@dsh.ca.gov		Email: Kyria.Martinez@co.kings.ca.us	

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

Department of State Hospitals		Kings County Sheriff Contact	
Section/Unit: Community Forensic Partnerships Division		Section/Unit: Sheriff's Office	
Attention: Sydney Taylor Staff Services Manager I		Attention: Chrystal Thomas Assistant Sheriff	
Address: 1215 O Street, MS-10 Sacramento CA, 95814		Address: 1570 Kings County Dr. Hanford, CA 93230	
Phone: (916) 562-2564	Fax: (916) 653-2257	Phone: (559) 852-4110	Fax: (559) 587-2607
Email: Sydney.Taylor@dsh.ca.gov		Email: Chrystal.Thomas@co.kings.ca.us	

Department of State Hospitals

County of Kings
 Agreement Number: 24-79002-000
 Exhibit A, Scope of Work

Kings County Jail Medical Contact	
Section/Unit: Sheriff's Office	
Attention: Travis Day Lieutenant	
Address: 1570 Kings County Dr. Hanford, CA 93230	
Phone: (559) 852-4117	Fax: (559) 585-8047
Email: Travis.Day@co.kings.ca.us	

Either party may make changes to the contact names or information above by giving written notice to the other party. Said changes shall not require an amendment to this Agreement.

5. PROGRAM REPLENISHMENT FUNDS

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

6. SUMMARY OF WORK TO BE PERFORMED:

- A. Contractor shall provide access to portions of its Kings County Jail (KCJ) for the purposes of administering a Jail-Based Competency Treatment (JBCT) program for the provision of restoration of competency treatment services for male and female individuals, hereafter referred to as "Patient Inmates," found by the courts to be Incompetent to Stand Trial (IST) under Penal Code section 1370 and subject to any court orders and the requirements of Penal Code Section 1370. Contractor shall provide restoration of competency treatment services to felony IST Patient Inmates participating in the JBCT program subject to any court orders and the requirements of Penal Code Section 1370 and pursuant to the DSH JBCT Policy and Procedures Manual.

7. CONTRACTOR RESPONSIBILITIES:

- A. Contractor shall designate an area within the KCJ dedicated to the administration of a JBCT program and provide restoration of competency treatment services that, either directly or through contract, may restore trial competency for incarcerated felony IST Patient Inmates committed to the DSH under Penal Code section 1370. Prior to making any changes to the JBCT program's designated area, Contractor shall submit any proposed changes to the DSH Contract Manager and/or their designee for its prior written approval.
- B. In providing restoration of competency treatment services, Contractor shall adhere to the program outlines contained in Exhibit A-1, Program Elements, any court orders, and the DSH JBCT Policy and Procedures Manual, hereafter referred to as the "Manual." Contractor acknowledges it has received a copy of the Manual and has had an opportunity to review the terms and conditions of

the Manual and consult with independent counsel. Contractor agrees to the terms and conditions of the Manual and that the terms and conditions of the Manual are incorporated into this Agreement by reference. The meanings of the terms and requirements in this Agreement, unless otherwise defined in this Agreement, are defined in the Manual. In the event of an inconsistency between the Manual, attachments, specifications, or provisions which constitute this Agreement, the following order of precedence shall apply:

- i. Applicable Court Orders;
- ii. DSH JBCT Policy and Procedures Manual (the "Manual");
- iii. Standard Agreement, STD. 213;
- iv. This Exhibit A, Scope of Work, including specifications incorporated by reference; and
- v. All attachments incorporated in this Agreement by reference.

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

- C. Contractor shall ensure that a preliminary evaluation of each potential JBCT Patient Inmate is conducted through, at a minimum, a review of the medical and mental health records of each prospective Patient Inmate, prior to admission into the JBCT program, pursuant to statute and subject to any court orders.
 - i. Contractor shall ensure that priority for admissions to the JBCT program shall be based on commitment date unless an exception is made based on one of the factors listed in California Code of Regulations (CCR), Title 9, Section 4710.
 - ii. Upon admission into the JBCT program, Contractor shall ensure that a more thorough assessment is conducted as indicated in Exhibit A-1, Program Elements, and the DSH JBCT Policy and Procedures Manual subject to statute and any court orders.
- D. Contractor shall provide a total of eight single cells with beds to Patient Inmates located in the JBCT program's designated area.

Contractor shall be paid in full for the eight beds (**Allocated Beds**) at the per diem rate upon the first Patient Inmate admission, regardless of the number of Patient Inmates admitted.

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

Department of State Hospitals

County of Kings
Agreement Number: 24-79002-000
Exhibit A, Scope of Work

- E. Patient Inmates housed at the KCJ shall remain under the legal and physical custody of Contractor.
- F. Contractor retains the right to exclude specific individual Patient Inmates from the JBCT designated area for security and classification reasons at the time of assignment or at any point during their incarceration at the KCJ.
- G. Should Contractor determine, based on clinical considerations, patient history, or other factors, that a current or potential Patient Inmate is, or likely shall be, violent and a significant danger to others participating in the JBCT program, Contractor shall inform the DSH Contract Manager and/or their designee immediately in writing, and by phone. The decision to remove such Patient Inmate from the JBCT program is at the sole discretion of the DSH, pursuant to applicable law and subject to court order and the DSH shall not unreasonably withhold such permission. In the event a Patient Inmate is removed from the JBCT program, the DSH shall arrange to have such Patient Inmate admitted to a state hospital or other DSH facility forthwith as is permitted under the admission requirements set forth in CCR, Title 9, sections 4700, et seq. Contractor shall continue to make all reasonable efforts to treat the Patient Inmate in the JBCT program until such arrangements are made and will transport the Patient Inmate to the assigned DSH facility on a mutually agreed upon date.
- H. Notwithstanding Sections F and G, Contractor shall make every reasonable effort to ensure that the contracted eight Allocated beds provided for treatment services under this Agreement are occupied by Patient Inmates at all times. This includes, but is not limited to, admitting Patient Inmates of increasing levels of acuity.
 - i. The DSH shall make every reasonable effort to ensure adequate Patient Inmate referrals are sent to Contractor throughout the term of this Agreement.
 - ii. By mutual agreement, in writing, and at the request of the DSH, Contractor may admit Patient Inmates into the JBCT program above the eight Allocated beds.
- I. Contractor shall provide for the care, confinement, and security of the Patient Inmates in accordance with all federal and state laws, standards, regulations, policies, procedures, and court orders applicable to the KCJ.
- J. Contractor's custody staff assigned to the JBCT program shall receive Enhanced Mentally Ill Offender or Crisis Intervention Training (CIT) provided by Contractor and shall participate in the JBCT program's treatment team meetings.
- K. Regional Meetings and Forensic Trainings:
 - i. Contractor and/or its subcontractor may be required to attend virtual meetings at least three times per year and DSH sponsored or required trainings in person up to twice per year, as determined by the DSH in its sole and absolute discretion.
 - ii. Travel related expenses shall be reimbursed as outlined in Exhibit B, Budget Detail.
- L. Responsibilities for Medical Care:
 - i. Contractor shall provide all Patient Inmates with the full range of Routine Medical Care available to other inmates of the KCJ, and is financially responsible for such care.

Contractor agrees that the cost of all Routine Medical Care is included in the per diem rate charged to the DSH.

- ii. For the purposes of this Agreement, Routine Medical Care shall be defined as all medical, dental, and mental health care as well as the cost of medical supplies, formulary prescription medications which are provided to Patient Inmates, and restoration of competency treatment services which are provided by the KCJ to Patient Inmates, including prescribed psychotropic medications. Non-formulary prescription medications shall be provided to Patient Inmates as clinically indicated for both Routine and Non-Routine Medical Care. Minor medical procedures shall be considered routine medical care. Minor medical procedures involve minimally invasive procedures. In most cases, these are performed laparoscopically or arthroscopically. Procedure is performed without damaging extensive amounts of tissue. Risk of infection is reduced, and recovery time is shorter. Some surgical procedures are superficial in that they only affect the outermost portions of the body, and thus shall be considered Routine Medical Care.
- iii. For the purposes of this Agreement, Non-Routine Medical Care shall be defined as 1) major medical operations, surgeries, or procedures which would require admittance to a hospital longer than one day; 2) continuation of experimental medication; 3) critical life-saving services that cannot be provided onsite at the KCJ or via a county-contracted hospital; 4) dialysis service whether onsite or otherwise; and 5) emergency medical treatment that cannot be provided onsite at the KCJ. Major Medical Operations/Surgeries/Procedures shall be considered non-routine medical care. Major medical operations/surgeries/procedures involve opening the body allowing surgeon access to the area where the work needs to be completed. They involve major trauma to the tissue, a high risk of infection, and an extended recovery period. These shall be considered non-routine medical care. Emergency medical care shall be defined as situations that pose an immediate risk to health and life and require immediate intervention to prevent a worsening of the situation. These shall be considered Non-Routine Medical Care.
- iv. If a Patient Inmate requires Non-Routine Medical Care, Contractor shall make all reasonable efforts to notify the DSH Contract Manager or designee immediately in writing and by phone for pre-approval. For such patients, the DSH further reserves the right to either admit them to a state hospital for treatment or require Contractor to provide Non-Routine Medical Care. Should the DSH elect to require Contractor to provide the Non-Routine Medical Care, Contractor shall ensure that the Patient Inmate is provided care at a facility designated by the DSH Contract Manager. In the event the DSH directs Contractor to provide Non-Routine Medical Care, Contractor shall invoice the DSH directly for the full cost of care provided by submitting the invoice to the attention of the DSH Contract Manager. The full cost of care shall be offset by the Patient Inmate's Medicare or private health insurance plan when applicable, and then reimbursed by DSH. Contractor shall instruct the facility providing care to seek reimbursement from the Patient Inmate's Medicare or private health insurance plan, within any required timeframes, prior to invoicing the Contractor when applicable. Contractor shall instruct the facility providing care to submit the Explanation of Benefits, reflecting Medicare or private health insurance payments or denials, with an original invoice when billing the contractor for the remaining balance (i.e., deductible, copay, and coinsurance amounts).

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

- M. For all Routine and Non-Routine Medical Care, Contractor shall be responsible for the security and transportation, including emergency transportation. Contractor agrees that all such costs are included in the per diem rate charged to the DSH.
- N. Upon Restoration of Competency:
Contractor shall be responsible for coordinating with the committing counties' behavioral health programs for the continued mental health care, crisis intervention, ongoing counseling and care, and psychotropic medication compliance for the Patient Inmates restored to competence and transferred from the JBCT program.
- O. Contractor and its subcontractors shall procure and keep in full force and effect during the term of this Agreement all permits, registrations and licenses necessary to accomplish the work specified in this Agreement, and shall give all notices necessary and incident to the lawful prosecution of the work. Contractor shall provide proof of any such license(s) permits(s), and certificate(s) upon request by the DSH. Contractor agrees that failure by itself or its subcontractors to provide evidence of licensing, permits, or certifications shall constitute a material breach for which the DSH may terminate this Agreement with cause.
- P. Contractor shall provide services as outlined in this Agreement. Contractor shall be responsible to fulfill the requirements of the Agreement and shall incur expenses at its own risk and invest sufficient amount of time and capital to fulfill the obligations as contained herein.
- Q. Contractor and its subcontractors shall keep informed of, observe, comply with, and cause all of its agents and employees to observe and to comply with all prevailing Federal, State, and local laws, and rules and regulations made pursuant to said Federal, State, and local laws, which in any way affect the conduct of the work of this Agreement. If any conflict arises between provisions of the plans and specifications and any such law above referred to, then the Contractor shall immediately notify the State in writing.
- R. The DSH may terminate the Agreement pursuant to section 7 of Exhibit C if the Contractor or its subcontractors fails to comply with a federal, state or local law and the noncompliance, based on the facts and circumstances would constitute a material breach of this Agreement under California law.
- S. On March 4, 2022, Governor Gavin Newsom issued Executive Order N-6-22 (the EO) regarding Economic Sanctions against Russia and Russian entities and individuals. "Economic Sanctions" refers to sanctions imposed by the U.S. government in response to Russia's actions in Ukraine, as well as any sanctions imposed under state law. By submitting a bid or proposal, Contractor represents that it is not a target of Economic Sanctions. Should the State determine Contractor is a target of Economic Sanctions or is conducting prohibited transactions with sanctioned individuals or entities, that shall be grounds for rejection of the Contractor's bid/proposal any time

prior to contract execution, or, if determined after contract execution, shall be grounds for termination by the State.

8. THE DSH RESPONSIBILITIES:

- A. The DSH shall provide an orientation of the JBCT program to Contractor at the discretion of the DSH. Such orientation shall include an overview of State policies and procedures, the DSH JBCT Policy and Procedures Manual, and appropriate statutes related to the JBCT program.
- B. The DSH shall be responsible for the development and maintenance of the DSH JBCT Policy and Procedures Manual concerning JBCT program operations and treatment consistent with State and federal laws and the DSH policies and procedures.
- C. Rights of the DSH to Perform Quality Assurance and Financial Audits/Reviews
 - i. The DSH may routinely evaluate the work performance of the Contractor, Contractor's personnel, subcontractors, or other parties associated with the Contractor to determine if the DSH standards and departmental policies and procedures are being maintained. If it is found that any party fails to perform or is physically or mentally incapable of providing services as required by this Agreement, then that party shall not perform services for the DSH.
 - ii. The DSH may monitor and evaluate services provided in fulfillment of the requirements of this Agreement, as detailed in Exhibit A. Such monitoring and evaluation may occur on a regular cycle or as deemed necessary by the DSH Contract Manager and/or their designee. The DSH retains sole and absolute discretion in determining any such evaluation schedule.
 - iii. Inspections may be conducted by the DSH staff at any time during the Agreement term to check on the quality of work. Payment shall not be provided for services deemed unacceptable by the DSH Contract Manager and/or their designee.
 - iv. The DSH may audit and examine Contractor's records and accounts which pertain, directly or indirectly, to services performed under this Agreement. The DSH may hire third parties to perform the audit and examination, including but not limited to, accountants, consultants, or service providers in the applicable field. Contractor shall cooperate fully with the audits and examinations, subject to any law restricting disclosure of information.
 - v. If as a result of an audit and examination, the DSH is informed of underpayments or overpayments, the DSH shall notify Contractor in writing as soon as reasonably possible of the need for payment or reimbursement. Upon receipt of a final audit report, Contractor has 30 days to reimburse any overpayment or to dispute or challenge the report. Contractor and the DSH shall confer and negotiate in good faith with respect to any disputed portion of the final audit report to reach agreement with respect to adjustments, payments, and reimbursements.
 - vi. The DSH shall submit its findings to Contractor in writing and provide Contractor 30 days to correct any deficiencies in fulfilling the obligations set forth in this section. Failure by the Contractor to timely correct deficiencies may be reason for termination of services under this Agreement.

9. PERFORMANCE MEASURES:

- A. Complete and Timely Provision of Services

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Exhibit A, Scope of Work

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

10. AMENDMENTS:

- A. The parties reserve the right to amend this Agreement by extending its term for two (2) additional terms of up to two (2) years each, and to add funding sufficient for these periods at the same rates or to negotiate a new rate. All rate increases will be dependent on available funding and are not guaranteed (see Exhibit B Section 3). This right to amend is in addition to the right to amend for other reasons contained in this Agreement or noted in the solicitation that resulted in this Agreement, if applicable. Any amendment shall be in writing and signed by both parties, and be approved by the Department of General Services if such approval is required.

11. COUNTY FACILITY LEASING

Notwithstanding anything in this Agreement the parties agree:

- (i) This Agreement in all respects is subordinate and subject to the terms of the Indenture for the State Public Works Board of the State of California Lease Revenue Bonds 2018 Series C (Various Correctional Facilities) (the "Bonds"), and the Site Lease, the Facility Lease, and the Facility Sublease (including but not limited to, reletting rights) related to the Bonds that involve, or are executed by, the County of Kings and any subsequent indenture or amended or restated site lease, facility lease, and facility sublease entered into to facilitate a refunding of the Bonds; to the extent the Bonds are refunded, the foregoing subordination shall be self-executing and effective automatically without the requirement that any further agreement or confirmation be executed or delivered by County; provided, however, that upon written request from the State Public Works Board in connection with any State Public Works Board Financing, County shall execute such further writings as may be reasonably required to separately document any such subordination; and
- (ii) This Agreement is subject to the review and written consent of the State Public Works Board and Department of Corrections and Rehabilitation prior to execution, as is any amendment or modification thereto; and
- (iii) This Agreement shall be terminable by the County, DSH or at the direction of the State Public Works Board upon thirty (30) days' written notice, without penalty or cause.

EXHIBIT A-1
PROGRAM ELEMENTS

1. PROGRAM ELEMENTS**A. Referral Document Collection Prior to Admission**

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

B. Referrals Determined to be Not Suitable for Admission

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

C. Removal of Patient Inmates No Longer Clinically Suitable

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

D. Psychological Assessment Protocol

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

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

E. Individualized Treatment Program

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

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

- i. Contractor shall provide educational materials presented in multiple learning formats by multiple staff to each Patient Inmate (e.g., a simple lecture format may be replaced with learning experiences involving discussion, reading, video, and experiential methods of instruction, such as role-playing or mock trial).
- ii. Contractor shall address the following elements in the education modalities of the competency restoration program, including, but not limited to:
 - 1) Criminal charges;
 - 2) Severity of charges, namely Felony vs. Misdemeanor;
 - 3) Sentencing;
 - 4) Pleas including, Guilty, Not Guilty, Nolo Contendere and Not Guilty by Reason of Insanity;
 - 5) Plea bargaining;
 - 6) Roles of the courtroom personnel;
 - 7) Adversarial nature of trial process;
 - 8) Evaluating evidence;
 - 9) Court room behavior;
 - 10) Assisting counsel in conducting a defense;
 - 11) Probation and Parole; and
 - 12) Individualized instruction as needed.
- iii. Contractor shall provide additional learning experience through increased lecture time, as well as individual instruction to Patient Inmates who are incompetent due to intellectual disability or other primary neurocognitive dysfunction, but who may be restored to competence with additional exposure to the educational material.

G. Medication Administration and Consent

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

Or

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

Or

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

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H. Suicide Prevention/Adverse Events

Contractor shall develop a suicide prevention program and assessment procedures that shall include an adverse sentinel event review process. Contractor shall submit written suicide prevention procedures to the DSH Contract Manager and/or their designee for approval prior to activation of the JBCT program and annually thereafter.

I. Patients' Rights/Grievance Process

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

J. Data Deliverables

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

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

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- iv. Contractor shall submit a summary performance report annually from the contract start date to include, but not be limited to, the information stated above and:
 - 1) The total cost of the program by budget category: personnel, operating expenses, administrative expense, custody and housing, and other direct operating costs as well as overall cost per Patient Inmate treated and the costs for those found to be malingering; and
 - 2) The cost per cycle of treatment.

K. Reporting Requirements

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

2. TREATMENT PROTOCOL

- A. JBCT is an intensive, milieu-based treatment program that quickly facilitates competency through a combination of group and individual therapy.
- B. Group therapy is central to the restoration process, and Contractor shall provide treatment daily to Patient Inmates consistent with the standards set in the Manual. Group content should include one of the three group treatment domains: *competency education, understanding and management of mental illness, and mental/social stimulation*. Many group topics can be assimilated into the groupings, e.g., mock trial, music-based competency treatment, etc.

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- C. Contractor shall provide individual daily contacts each business day with each Patient Inmate. These may be brief encounters provided by clinicians or paraprofessionals that aid in building rapport and ensuring that patients are not in crisis.
- D. Contractor will provide individual sessions to each Patient Inmate at least weekly. Individual sessions may be used to provide additional support to augment concepts or strategies discussed in group treatment, discussion of key legal elements of the individual's case that may be too sensitive for group discussion, or individualized therapeutic approaches to mitigating the symptoms impeding trial competence or that contribute to high risk behaviors. Case specific competency issues can best be addressed individually, e.g., a Patient Inmate understands court proceedings generally but struggles to apply the knowledge to their individual case.
- E. Contractor's psychiatrist shall see each Patient Inmate weekly. A psychiatric assessment is a component of the admission process, and more frequent appointments shall be available as needed.
- F. Together on a weekly basis, the multi-disciplinary treatment team shall review each patient's progress towards restoration of trial competency and clinical progress more generally, as well as to complete initial and revised individualized treatment plans, as described in the Manual.

3. SAMPLE JBCT TREATMENT GROUP THERAPY SCHEDULE

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

4. JBCT STAFFING MODEL:

Number of Beds	Eight Beds
Treatment Team Staffing*	Psychiatrist – 0.3 Psychologist – 0.8 Competency Trainer – 0.5 Mental Health Clinician/Program Director – 1.0
Administrative Staff*	Administrative Assistant – 0.5
Custodial Staff*	Deputy – 2.0
<i>*Number of positions reflect full-time equivalent (FTE) values</i>	

EXHIBIT B
BUDGET DETAIL AND PAYMENT PROVISIONS

1. INVOICING AND PAYMENT:

- A. Contractor shall submit all invoices not more frequently than monthly in arrears.
- B. For services satisfactorily rendered, upon the first Patient Inmate admission and upon receipt and approval of invoices submitted as described herein, the DSH agrees to compensate Contractor in accordance with the rates specified in section 5, Budget Detail.
- C. Contractor shall submit invoices for any and all program replenishment costs associated with and pertaining to the items in Exhibit A. Scope of Work, Section 5, "Program Replenishment Funds". The total program replenishment costs invoiced shall not exceed \$10,000 annually.
- D. The DSH is not responsible for services performed by Contractor outside of this Agreement, nor for services performed other than as outlined in Exhibit A, Scope of Work and Exhibit A-1, Program Elements, unless otherwise agreed upon by DSH and Contractor in writing.
- E. The DSH makes no guarantee, either written or implied, as to the actual amount of funds that will be expended under this Agreement.
- F. Contractor shall not bill or seek reimbursement from DSH for any goods or services if Contractor received or will receive reimbursement or funding for such goods or services under any federal program, such as the CARES Act or FEMA disaster relief, except when Contractor has billed Medicare and seeks the difference between the Medicare payment and the DSH contract price.

2. INSTRUCTIONS TO CONTRACTOR:

- A. To expedite the processing of invoices submitted to the DSH for payment, all invoice(s) shall be submitted to the DSH for review and approval at either:

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

OR

DSHSAC.AccountsPayable@dsh.ca.gov

- B. Contractor shall submit one original and three copies of each invoice, unless emailed.
- C. Contractor shall type, not handwrite, each invoice on company letterhead. The DSH may provide an invoice template, if requested, which may be used in lieu of company letterhead.
- D. Contractor shall clearly note Contractor's name and address on each invoice. The name on the invoice must match the Payee Data Record (Std. 204) and the name listed on this Agreement.
- E. Contractor shall list and itemize in accordance with section 5, Budget Detail, all services or deliverables provided on each invoice.

F. Contractor shall include the following on each submitted invoice:

- i. Date(s) during which the services or deliverables were provided and the date in which the invoice was generated.
- ii. Agreement number, which can be found on the Standard Agreement Form (Std. 213).
- iii. Small Business certification number, if applicable.
- iv. Professional license number, if applicable.
- v. Invoice total.
- vi. Written proof of DSH's approval as required by this Agreement for those services requiring pre-approval.

3. BUDGET CONTINGENCY CLAUSE:

- A. It is mutually agreed that if the Budget Act of the current year and/or any subsequent years covered under this Agreement does not appropriate sufficient funds for the program, this Agreement shall no longer be in full force and effect. In this event, the State shall have no liability to pay any funds whatsoever to Contractor or to furnish any other considerations under this Agreement and Contractor shall not be obligated to perform any provisions of this Agreement.
- B. If funding for any Fiscal Year (FY) is reduced or deleted by the Budget Act for purposes of this program, the State shall have the option to either cancel this Agreement with no liability occurring to the State or offer an Agreement amendment to Contractor to reflect the reduced amount.
- C. If this Agreement overlaps Federal and State FY's, should funds not be appropriated by Congress or approved by the Legislature for the FY in which the Agreement was entered into, and/or any subsequent years covered under this Agreement, the State may exercise its option to cancel this Agreement.
- D. In addition, this Agreement is subject to any additional restrictions, limitations, or conditions enacted by Congress or the Legislature which may affect the provisions or terms of funding of this Agreement in any manner.

4. PROMPT PAYMENT CLAUSE:

- A. Payment will be made in accordance with, and within the time specified in, Government Code section 927, et seq.

5. BUDGET DETAIL:

- A. The maximum amount of this Agreement shall not exceed \$1,605,320.00 at rates listed in this Agreement.
- B. Upon contract execution as well as receipt and approval of the submitted invoices, the DSH shall compensate Contractor for program replenishment costs that shall not exceed \$10,000 annually.
- C. Upon the first Patient Inmate admission, the per diem rate shall be \$546.00 per bed, totaling \$4,368 per day for all eight Allocated Beds. Upon invoicing, Contractor shall clearly identify the number of days in the month that services were provided.

- D. Beginning 90 days from the first Patient Inmate admission, if, over the course of each quarter period during the term of this Agreement, a 90 percent occupancy rate is not maintained, the DSH and Contractor shall execute an amendment to this Agreement upon jointly developing a plan. This plan shall ensure the 90 percent occupancy rate requirement is reliably met, including the addition or introduction of Patient Inmates from other counties to efficiently use the bed space. Should another mutually agreeable plan not be identified within a reasonable time period as determined by DSH, the default plan will be to amend the contract to reduce the minimum number of beds provided and the budget amount accordingly. This provision shall correspond to the standard quarter periods commencing annually on July 1.
- E. Regional Meetings and Forensic Trainings:
- i. Contractor and its subcontractors shall be reimbursed for the travel expenses associated with DSH required meetings and/or trainings as outlined in the Scope of Work. Travel expenses shall not exceed \$1,000.00 annually.
 - ii. Travel reimbursement rates shall be calculated in accordance with the California Department of Human Resources (CalHR) Rules (Cal. Code of Regs., Title 2 §§ 599.615 - 599.638.1) for non-represented employees, and are subject to the following provisions:
 - 1) Travel must be pre-approved by the DSH Contract Manager. Invitation to attend from the DSH Contract Manager shall serve as pre-approval.
 - 2) Travel shall be at the least expensive method available.
 - 3) Contractor shall be reimbursed for actual expenses, up to the maximum prescribed in the aforementioned CalHR Rules. When determining method of travel, Contractor shall select the option that is the lowest cost to the State when seeking reimbursement for travel.
 - 4) Contractor must submit an originally signed Travel Expense Claim (TEC) form (STD. 262) with their invoice, and with original receipts, for each instance of expenses for meals, parking, and personal vehicle mileage reimbursement. A copy of MapQuest or equivalent is required for mileage claims. All TECs must be approved by the DSH Contract Manager in writing.
 - 5) The time an individual leaves their office or residence and returns to their office or residence shall be used in calculating per diem allowances. All TECs must specify these times in order to be processed for payment.

Contractor must retain copies of all TECs and receipts for at least three years from the final payment of this Agreement in case of an audit. For an overview of CalHR's travel reimbursement program, visit <http://www.calhr.ca.gov/employees/pages/travel-reimbursements.aspx>. For specific questions regarding which travel expenses are reimbursable, contact the DSH Contract Manager.

- F. At the sole discretion of the DSH and for the purposes of accounting, the DSH may adjust the total proposed expenditure for each fiscal year as needed. In no event will this change the contract price for the services actually rendered.
- G. Contractor must submit all invoices within a reasonable time but, no later than twelve (12) months from the date that services were provided. If Contractor fails to provide invoices within twelve (12) months of the date services are rendered, the DSH may elect to reject the invoices for payment as untimely and Contractor will be deemed to have waived any right to payment of the late invoices.

EXHIBIT B-1
SAMPLE INVOICE

[Insert Contractor's Department company logo/address]

INVOICE

DATE	INVOICE #

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

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

Allocated – 8 Beds			
Per Diem Rate*		Days in Treatment	Total for [insert month being invoiced]
\$4,368	X	[Insert number of days in the month being invoiced]	= \$ _____

**Per Diem Rate of \$546 Per Bed*

Invoice Total for [insert month being invoiced]:	\$ _____
---	-----------------

PLEASE MAKE REMITTANCE PAYABLE TO:
 [Insert Contractor's Department billing contact/address]

Prepared By: [Signature here] _____
 [Insert name/title here]

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Exhibit D, Special Terms and Conditions

EXHIBIT D
SPECIAL TERMS AND CONDITIONS

1. SUBCONTRACTS:

- A. Except for subcontracts identified in accordance with the solicitation, Contractor shall submit any subcontracts in connection with this Agreement to DSH for its prior written approval. No work shall be subcontracted without the prior written approval of DSH. Upon the termination of any subcontract, DSH shall be notified immediately. Any subcontract shall include all the terms and conditions of this Agreement and its attachments.
- B. Nothing contained in this Agreement shall create any contractual relationship between DSH and any subcontractors, and Contractor is solely responsible for payment of any and all fees, expenses, salaries and benefits of subcontractor. No subcontract shall relieve Contractor of its responsibilities and obligations hereunder. Contractor is fully responsible to DSH for the acts and omissions of its subcontractors and of persons either directly or indirectly employed or acting as an agent by any of them. Contractor agrees to indemnify and hold DSH harmless for any costs, losses or claims, including reasonable attorney fees, resulting from its subcontractors.

2. PUBLICATIONS AND REPORTS:

- A. DSH reserves the right to use and reproduce all publications, reports, and data produced or delivered pursuant to this Agreement. DSH further reserves the right to authorize others to use or reproduce such materials, provided the author of the report is acknowledged in any such use or reproduction.
- B. If the publication and/or report are prepared by non-employees of DSH, and the total cost for such preparation exceeds \$5,000, the publication and/or report shall contain the numbers and dollar amounts of all agreements and subcontracts relating to the preparation of the publication and report in a separate section of the report (Government Code section 7550).

3. PROGRESS REPORTS:

- A. If progress reports are required by the Agreement, Contractor shall provide a progress report in writing, or orally if approved by DSH Contract Manager, at least once a month to DSH Contract Manager. This progress report shall include, but not be limited to; a statement that Contractor is or is not on schedule, any pertinent reports, and any interim findings if applicable. Contractor shall cooperate with and shall be available to meet with DSH to discuss any difficulties, or special problems, so that solutions or remedies can be developed as soon as possible.

4. PRESENTATION:

- A. Upon request, Contractor shall meet with DSH to present any findings, conclusions, and recommendations required by the Agreement for approval. If set forth in the Agreement, Contractor shall submit a comprehensive final report for approval. Both the final meeting and the final report shall be completed on or before the date indicated in this Agreement.

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Exhibit D, Special Terms and Conditions**5. DEPARTMENT OF STATE HOSPITALS STAFF:**

- A. DSH's staff shall be permitted to work side-by-side with Contractor's staff to the extent and under conditions as directed by DSH Contract Manager. In this connection, DSH's staff shall be given access to all data, working papers, etc., which Contractor seeks to utilize.
- B. The Contractor shall abide by DSH's written policy and procedures on "nepotism," which is defined as "The practice of an employee using their influence or power to aid or hinder another in the employment setting because of a personal relationship." Accordingly, Contractor shall not use their influence or power to aid or hinder another in DSH's or Contractor's employment setting because of a personal relationship. The Contractor shall disclose any personal relationship with any current DSH workforce member by completing DSH 3215 Verification of Personal Relationships and Hiring of Relatives. Contractor shall also disclose any personal relationships with any current subcontractor(s)' workforce member.

6. CONFIDENTIALITY OF DATA AND DOCUMENTS:

- A. Contractor shall not disclose data or documents or disseminate the contents of the final or any preliminary report without written permission of DSH Contract Manager. However, all public entities shall comply with California Public Records Act (Government Code sections 6250 et seq.).
- B. Permission to disclose information or documents on one occasion shall not authorize Contractor to further disclose such information or documents on any other occasion except as otherwise provided in the Agreement or required by law.
- C. Contractor shall not comment publicly to the press, or any other media, regarding the data or documents generated, collected, or produced in connection with this Agreement, or DSH's actions on the same, except to DSH's staff, Contractor's own personnel involved in the performance of this Agreement, or as required by law.
- D. If requested by DSH, Contractor shall require each of its employees or officers who will be involved in the performance of this Agreement to agree to the above terms in a form to be approved by DSH and shall supply DSH with evidence thereof.
- E. Each subcontract shall contain the foregoing provisions related to the confidentiality of data and nondisclosure.
- F. After any data or documents submitted has become a part of the public records of DSH, Contractor may at its own expense and upon written approval by DSH Contract Manager, publish or utilize the same data or documents but shall include the following Notice:

LEGAL NOTICE

This report was prepared as an account of work sponsored by the Department of State Hospitals (Department) but does not necessarily represent the views of the Department or any of its employees except to the extent, if any, that it has formally been approved by the Department. For information regarding any such action, communicate directly with the Department at P.O. Box 952050, Sacramento, California, 94252-2050. Neither said Department nor the State of California, nor any officer or employee thereof, or any of its contractors or subcontractors makes any warranty, express or implied, or assumes any legal liability whatsoever for the contents of this document. Nor does any party represent that use of the data contained herein, would not infringe upon privately owned rights without obtaining permission or authorization from any party who has any rights in connection with the data.

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Exhibit D, Special Terms and Conditions**7. PROVISIONS RELATING TO DATA:**

- A. "Data" as used in this Agreement means recorded information, regardless of form or characteristics, of a scientific or technical nature. It may, for example, document research, experimental, developmental or engineering work; or be usable or be used to define a design or process; or support a premise or conclusion asserted in any deliverable document called for by this Agreement. The data may be graphic or pictorial delineations in media, such as drawings or photographs, charts, tables, mathematical modes, collections or extrapolations of data or information, etc. It may be in machine form, as punched cards, magnetic tape, computer printouts, or may be retained in computer memory.
- B. "Generated data" is that data, which a Contractor has collected, collated, recorded, deduced, read out or postulated for utilization in the performance of this Agreement. Any electronic data processing program, model or software system developed or substantially modified by Contractor in the performance of this Agreement at the expense of DSH, together with complete documentation thereof, shall be treated in the same manner as generated data.
- C. "Deliverable data" is that data which under terms of this Agreement is required to be delivered to DSH. Such data shall be property of the State of California and DSH.
- D. Prior to the expiration of any legally required retention period and before destroying any data, Contractor shall notify DSH of any such contemplated action; and DSH may within 30 days of said notification determine whether or not this data shall be further preserved. DSH shall pay the expense of further preserving this data. DSH shall have unrestricted reasonable access to the data that is preserved in accordance with this Agreement.
- E. Contractor shall use best efforts to furnish competent witnesses to testify in any court of law regarding data used in or generated under the performance of this Agreement.
- F. All financial, statistical, personal, technical and other data and information relating to DSH's operation, which are designated confidential by the State or DSH and made available to carry out the Agreement, or which become available to Contractor in order to carry out this Agreement, shall be protected by Contractor from unauthorized use and disclosure.
- G. If DSH determines that the data and information are inadequately protected by Contractor or its subcontractors, DSH shall provide notice of its determination and Contractor and/or its subcontractors shall improve the protections to DSH's satisfaction which shall be evidenced by written approval of the protections implemented.

8. APPROVAL OF PRODUCT:

- A. Each product to be approved under this Agreement shall be approved by the Contract Manager. DSH's determination as to satisfactory work shall be final, absent fraud or mistake.

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9. SUBSTITUTIONS:

- A. Contractor's key personnel as indicated in its proposal may not be substituted without the Contract Manager's prior written approval.

10. NOTICE:

- A. Notice to either party shall be given by first class mail, by Federal Express, United Parcel Service or similar carrier, properly addressed, postage fully prepaid, to the address beneath the name of each respective party. Alternatively, notice may be given by personal delivery by any means whatsoever to the party and such notice shall be deemed effective when delivered.

11. WAIVER:

- A. All remedies afforded in this Agreement are cumulative; that is, in addition to every other remedy provided therein or by law. The failure of DSH to enforce any provision of this Agreement, shall not waive its right to enforce the provision or any other provision of the Agreement.

12. GRATUITIES AND CONTINGENCY FEES:

- A. Contractor shall not provide gratuities to any officer or employee of DSH or the State to secure an agreement or favorable treatment with respect to an agreement, the occurrence of which shall constitute a material breach of this Agreement. DSH, by written notice to Contractor, may terminate this Agreement with cause if it is found that gratuities were offered or given by Contractor or any agent or representative of Contractor to any officer or employee of the State or DSH with a view toward securing an agreement or securing favorable treatment with respect to the awarding, amending, or performance of such agreement.
- B. In the event this Agreement is terminated as provided in the paragraph above, DSH shall be entitled (a) to pursue the same remedies against Contractor as it could pursue in the event of the breach of the Agreement by Contractor, and (b) as a predetermined amount of liquidated damages, Contractor shall pay an amount which shall not be less than three times the cost incurred by Contractor in providing any such gratuities to any such officer or employee.
- C. The rights and remedies of DSH provided in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.
- D. Contractor warrants by execution of this Agreement that no person or selling agency has been employed or retained to solicit or secure this Agreement for a commission, percentage, brokerage or contingent fee, excepting bona fide employees of Contractor, for the purpose of securing business. For breach or violation of this warranty, DSH shall, among other rights, have the right to rescind this Agreement without liability, paying only for the values of the work actually returned, or in its discretion to deduct from the Agreement price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

13. INTEGRATION CLAUSE:

- A. The parties agree that this Agreement, including only the State standard form 213 and all exhibits, constitute the entire agreement of the parties and no other understanding or communication, whether written or oral, shall be construed to be a part of this Agreement.

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Exhibit D, Special Terms and Conditions**14. CAPTIONS:**

- A. The clause headings appearing in this Agreement have been inserted for the purpose of convenience and ready reference. They do not purport to and shall not be deemed to define, limit or extend the scope or intent of the clauses to which they pertain.

15. PUBLIC HEARINGS:

- A. If public hearings on the subject matter dealt with in this Agreement are held within one year from the Agreement expiration date, Contractor shall make available to testify the personnel assigned to this Agreement at the hourly rates specified in Contractor's proposed budget. DSH shall reimburse Contractor for travel of said personnel at the Agreement, or if none, at State rates for such testimony as may be requested by DSH.

16. FORCE MAJEURE:

- A. Neither DSH nor Contractor shall be deemed to be in default in the performance of the terms of this Agreement if either party is prevented from performing the terms of this Agreement by causes beyond its control, which shall include without being limited to: acts of God; interference, rulings or decision by municipal, Federal, State or other governmental agencies, boards or commissions; any laws and/or regulations of such municipal, State, Federal, or other governmental bodies; or any catastrophe resulting from flood, fire, explosion, earthquakes or other similar environmental causes beyond the control of the defaulting party. If any of the stated contingencies occur, the party delayed by force majeure shall immediately give the other party written notice of the cause of delay. The party delayed by force majeure shall use reasonable diligence to correct the cause of the delay, if correctable.

17. LITIGATION:

- A. DSH, promptly after receiving notice thereof, shall notify Contractor in writing of the commencement of any claim, suit, or action against DSH or its officers or employees for which Contractor must provide indemnification under this Agreement. The failure of DSH to give such notice, information, authorization or assistance shall not relieve Contractor of its indemnification obligations. Contractor shall immediately notify DSH of any claim or action against it which affects, or may affect, this Agreement, the terms or conditions hereunder, DSH, and shall take such action with respect to said claim or action which is consistent with the terms of this Agreement and the interest of DSH.
- B. Contractor shall be in default of this Agreement (i) upon the institution by or against Contractor of insolvency, receivership or bankruptcy proceedings or any other proceedings for the settlement of Contractor's debts, (ii) upon Contractor making an assignment for the benefit of creditors, (iii) upon either party's dissolution or ceasing to do business or (iv) when the facts and circumstances indicate that Contractor is insolvent. For purposes of this Agreement, Contractor shall be deemed insolvent if: (i) Contractor has failed to pay salaries, overtime or benefits required by law of agreement, (ii) Contractor has failed to pay a subcontractor amounts owed pursuant to its agreements with a subcontractor, or (iii) Contractor has failed to pay a vendor amounts Contractor owes the vendor for more than 90 days the past due date for payment.

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18. DISPUTES:

- A. Contractor shall first discuss and attempt to resolve any dispute arising under or relating to the performance of this Agreement.

19. EVALUATION OF CONTRACTOR'S PERFORMANCE:

- A. The DSH shall evaluate Contractor's performance under this Agreement using standardized evaluation forms which shall be made available to every state agency pursuant to Public Contracts Code section 10367.

20. AUDITS, INSPECTION AND ENFORCEMENT:

- A. Contractor agrees to allow DSH to inspect its facilities and systems and make available for review its books and records to enable DSH to monitor compliance with the terms of this Agreement and audit invoices submitted to DSH.
- B. Contractor shall promptly remedy any violation of any provision of this Agreement to the satisfaction of DSH.
- C. The fact that DSH inspects, or fails to inspect, or has the right to inspect Contractor's facilities, systems, books and records does not relieve Contractor of its responsibility to independently monitor its compliance with this Agreement.
- D. DSH's failure to detect or DSH's detection of any unsatisfactory practices, but failure to notify Contractor or require Contractor's remediation of the unsatisfactory practices does not constitute acceptance of such practice or a waiver of DSH's enforcement rights under the Agreement.

21. USE OF STATE FUNDS:

- A. Contractor, including its officers and members, shall not use funds received from DSH pursuant to this Agreement to support or pay for costs or expenses related to the following:
 - i. Campaigning or other partisan activities to advocate for either the election or defeat of any candidate for elective office, or for or against the passage of any proposition or ballot measure; or,
 - ii. Lobbying for either the passage or defeat of any legislation.
- B. This provision is not intended and shall not be construed to limit any expression of a view, opinion, or position of any member of Contractor as an individual or private citizens, as long as state funds are not used; nor does this provision limit Contractor from merely reporting the results of a poll or survey of its membership.

22. CANCELLATION PROVISIONS:

- A. Unless otherwise specified, this Agreement may be canceled at any time by DSH, in writing, with thirty (30) days advance notice. If canceled, payment shall be made only for the provision of services expressly authorized by this Agreement until the date of cancellation and only at the rates set forth in Exhibit B, Budget Detail. In the case of early termination, a final payment will be

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made to Contractor upon receipt of an invoice covering all authorized costs, at the rates set forth in Exhibit B, incurred prior to the date of cancellation or termination. DSH shall not be responsible for unamortized costs, overhead or capital costs or any other related costs, including but, not limited to costs incurred in connection with the cancellation of leases or contracts pertaining to facilities, equipment or supplies, labor and employee benefits costs, and expenditures incurred after the date of notice of cancellation.

- B. If DSH determines that Contractor has breached a material term of the Agreement and has not cured the breach or ended the violation within the time specified by DSH, DSH may terminate the contract by providing notice to Contractor. DSH Information Security Officer shall report as required HIPAA violations to the Secretary of the U.S. Department of Health and Human Services.
- C. Failure to comply with section 1 or 6 of this Exhibit, or a violation of section 12 of this Exhibit, shall be deemed a material breach of this Agreement.

23. EMPLOYMENT PROVISIONS:

- A. Contractor acknowledges and agrees that neither Contractor, their personnel, subcontractors, nor other service providers through this Agreement are employees of DSH. Contractor and its independent contractors shall be solely responsible for:
 - i. Paying any and all payroll taxes, including, but not limited to Social Security and Medicare taxes,
 - ii. Federal or state income tax withholding,
 - iii. Providing unemployment insurance and workers compensation insurance, and
 - iv. Paying compensation to its employees in accordance with federal and state labor laws, including overtime pay unless otherwise specified in this Agreement, as well as penalties that may be imposed for failure to comply with these laws. Contractor agrees to indemnify and hold harmless DSH for any damages, losses, expenses, including reasonable attorney fees, in connection with its failure to pay salary or overtime, or provide benefits, including, but not limited to health care benefits or retirement benefits, to its employees, or its failure to provide to comply with federal or state labor laws.

24. LIABILITY FOR LOSS AND DAMAGES:

- A. Any damages by Contractor, their personnel, subcontractors, and other service providers through this Agreement to DSH's facility, including equipment, furniture, materials, or other State or DSH property, shall be repaired or replaced by Contractor to the satisfaction of DSH at Contractor's expense. DSH, at its option, may repair any such damage and deduct the cost thereof from any sum due Contractor under this Agreement.

25. SECURITY CLEARANCE/FINGERPRINTING/TUBERCULIN SKIN TESTING:

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

26. PHYSICIAN OWNERSHIP AND REFERRAL ACT OF 1993:

- A. For applicable medical services contracts, and in accordance with the Physician Ownership and Referral Act of 1993, Contractor shall not refer any patient to any health care provider or health-related facility if Contractor has a financial interest with that health care provider or health-related facility.
- B. Contractor may make a referral to or request consultation from a sole source health care provider or health-related facility in which financial interest is held if Contractor is located where there is no alternative provider of service within either twenty-five (25) miles or forty (40) minutes travel time, subject to the prior approval of DSH. Contractor shall disclose, in writing, as well as on a continuous basis, to DSH, its financial interest at the time of referral or request for consultation. In no event, will this prohibit patients from receiving emergency health care services.

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27. AMENDMENTS:

- A. The parties reserve the right to amend this Agreement as mutually agreed upon. This is in addition to the right to amend for other reasons contained in this Agreement or noted in the solicitation that resulted in this Agreement, if applicable. Any amendment shall be in writing and signed by both parties and be approved by the Department of General Services if such approval is required.

28. GENERATIVE ARTIFICIAL INTELLIGENCE (GenAI):

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

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

Revision 04/26/2024

EXHIBIT E

CONFIDENTIALITY AND INFORMATION SECURITY PROVISIONS

These Confidentiality and Information Security Provisions (for HIPAA/HITECH Act contracts) set forth the information privacy and security requirements Contractor is obligated to follow with respect to all confidential information (as defined herein) disclosed to Contractor, or collected, created, maintained, stored, transmitted, or used by Contractor for or on behalf of the California Department of State Hospitals (DSH), pursuant to Contractor's agreement with DSH. DSH and Contractor (the parties) desire to protect the privacy and provide for the security of DSH confidential information pursuant to this Exhibit and in compliance with state and federal laws applicable to the confidential information.

1. CONFIDENTIALITY AND INFORMATION SECURITY PROVISIONS:

- A. Contractor shall comply with applicable laws and regulations, including but not limited to Welfare and Institutions Code sections 14100.2 and 5328 et seq. (2021), the Lanterman-Petris-Short Act, Civil Code section 1798 et seq. (2021), the Information Practices Act of 1977, Health and Safety Code section 123100 et seq. (2021), the Patient Access to Health Records Act, Title 42, Code of Federal Regulations (C.F.R.) part 431.300 et seq. (2021), and the Health Insurance Portability and Accountability Act of 1996 (HIPAA), including but not limited to section 1320d et seq. of Title 42 of the United States Code and its implementing regulations (including but not limited to Title 45, Code of Federal Regulations (C.F.R.), parts 160, 162 and 164 (2021) (HIPAA regulations) regarding the confidentiality and security of protected health information (PHI). The following provisions of this Exhibit set forth some of the requirements of these statutes and regulations. This Exhibit should not be considered an exclusive list of the requirements. Contractor is required to fulfill the requirements of these statutes and regulations by independently researching and obtaining legal advice on these requirements as they may be amended from time to time.
- B. Order of Precedence: With respect to confidentiality and information security provisions for all DSH confidential information, the terms and conditions of this Exhibit shall take precedence over any conflicting terms or conditions set forth in any other part of the agreement between Contractor and DSH, including Exhibit A (Scope of Work), all other exhibits and any other attachments, and shall prevail over any such conflicting terms or conditions.
- C. Effect on lower tier transactions: The terms of this Exhibit shall apply to all contracts, subcontracts, and subawards, and the information privacy and security requirements Contractor is obligated to follow with respect to DSH confidential information disclosed to Contractor, or collected, created, maintained, stored, transmitted or used by Contractor for or on behalf of DSH, pursuant to Contractor's agreement with DSH. When applicable, the Contractor shall incorporate the relevant provisions of this Exhibit into each subcontract or subaward to its agents, subcontractors, or independent consultants.

2. DEFINITIONS:

- A. The following terms used in the agreement between DSH and Contractor shall have the same meaning as those terms in the HIPAA Rules: Breach, Covered Entity, Data Aggregation, Disclosure, Health Care Operations, Individual, Minimum Necessary, Protected Health Information, Secretary, Subcontractor, Unsecured Protected Health Information, and Use.

B. Specific Definitions

- i. **Contractor.** Contractor shall have the same meaning as the term “business associate” at 45 C.F.R. section 160.103 (2021).
- ii. **Breach.** With respect to Contractor’s handling of confidential information, “breach” shall have the same meaning as the term “breach” in HIPAA, 45 C.F.R. section 164.402 (2021).
- iii. **HIPAA Rules.** HIPAA Rules shall mean the Privacy, Security, Breach Notification, and Enforcement Rules at 45 C.F.R. parts 160 and 164 (2021).
- iv. **Confidential Information.** Confidential information shall mean information or data that is Protected Health Information or Personal Information as defined herein.
- v. **Personal Information (PI).** Personal Information shall have the same meaning as defined in Civil Code section 1798.3, subdivision (a) (2021).
- vi. **Required by law,** as set forth under 45 C.F.R. section 164.103 (2021), shall mean a mandate contained in law that compels an entity to make a use or disclosure of PHI that is enforceable in a court of law. This includes, but is not limited to, court orders and court-ordered warrants, subpoenas or summons issued by a court, grand jury, a governmental or tribal inspector general, or an administrative body authorized to require the production of information, and a civil or an authorized investigative demand. It also includes Medicare conditions of participation with respect to health care providers participating in the program, and statutes or regulations that require the production of information, including statutes or regulations that require such information if payment is sought under a government program providing public benefits.
- vii. **Security Incident.** Security Incident shall mean the intentional attempted or successful unauthorized access, use, disclosure, modification, or destruction of PHI or PI, or confidential data that is essential to the ongoing operation of Contractor’s organization and intended for internal use; or interference with system operations in an information system.

3. OBLIGATIONS AND ACTIVITIES OF BUSINESS ASSOCIATE:**A. Contractor agrees to:**

- i. not use or disclose confidential information other than as permitted or required by the agreement between DSH and Contractor or as required by law. Any use or disclosure of DSH confidential information shall be the Minimum Necessary;
- ii. use appropriate safeguards, and comply with Subpart C of 45 C.F.R. part 164 (2021) with respect to electronic confidential information, to prevent use or disclosure of confidential information other than as provided for by the agreement with DSH;
- iii. report to DSH any use or disclosure of confidential information not provided for by the agreement with DSH of which it becomes aware, including breaches of unsecured protected health information as required at 45 C.F.R. section 164.410 (2021), and any security incident of which it becomes aware;

- iv. in accordance with 45 C.F.R. sections 164.502(e)(1)(ii) and 164.308(b)(2) (2021), if applicable, ensure that any agents and subcontractors that create, receive, maintain, or transmit confidential information on behalf of Contractor enter into a written agreement with Contractor agreeing to be bound to the same restrictions, conditions, and requirements that apply to Contractor with respect to such information;
- v. to provide access and make available confidential information in a designated record set to DSH or to an Individual in accordance with 45 C.F.R. section 164.524 (2021) and California Health and Safety Code section 123100 et seq. (2021). Designated Record Set shall mean the group of records maintained for DSH that includes medical, dental, and billing records about individuals; enrollment, payment, claims adjudication, and case or medical management systems maintained for DSH health plans; or those records used to make decisions about individuals on behalf of DSH. Contractor shall use the forms and processes developed by DSH for this purpose and shall respond to requests for access to records transmitted by DSH within fifteen (15) calendar days of receipt of the request by producing the records or verifying that there are none;
- vi. if Contractor maintains an Electronic Health Record with PHI and an Individual requests a copy of such information in an electronic format, Contractor shall provide such information in an electronic format to enable DSH to fulfill its obligations under the HITECH Act, including but not limited to, 42 U.S.C. section 17935(e) (2021);
- vii. if Contractor receives data from DSH that was provided to DSH by the Social Security Administration, upon request by DSH, Contractor shall provide DSH with a list of all employees, subcontractors, and agents who have access to the Social Security data, including employees, contractors, and agents of its subcontractors and agents;
- viii. make any amendment(s) to confidential information in a Designated Record Set as directed or agreed to by DSH pursuant to 45 C.F.R. section 164.526 (2021), or take other measures as necessary to satisfy DSH's obligations under 45 C.F.R. section 164.526 (2021);
- ix. to document and make available to DSH or (at the direction of DSH) to an Individual within 15 days such disclosures of PHI, and information related to such disclosures, necessary to respond to a proper request by the Individual for an accounting of disclosures of PHI, in accordance with the HITECH Act and its implementing regulations, including but not limited to 45 C.F.R. section 164.528 (2021) and 42 U.S.C. section 17935(c) (2021). If Contractor maintains electronic health records for DSH as of January 1, 2009, Contractor must provide an accounting of disclosures, including those disclosures for treatment, payment, or health care operations, effective with disclosures on or after January 1, 2014. If Contractor acquires electronic health records for DSH after January 1, 2009, Contractor must provide an accounting of disclosures, including those disclosures for treatment, payment, or health care operations, effective with disclosures on or after the date the electronic health record is acquired, or on or after January 1, 2011, whichever date is later. The electronic accounting of disclosures shall be for disclosures during the three years prior to the request for an accounting;
- x. to the extent Contractor is to carry out one or more of DSH's obligation(s) under Subpart E of 45 C.F.R. part 164 (2021), comply with the requirements of Subpart E that apply to DSH in the performance of such obligation(s); and

- xi. make its internal practices, books, and records available to the Secretary for purposes of determining compliance with the HIPAA regulations.
- xii. comply with all legal obligations pursuant to the California Consumer Privacy Protection Act (CCPA) of Contractor, its employees, agents and sub-contractors, including but not limited to the handling and disclosure of personal information received resulting from this agreement, abiding by CCPA notice requirements on Contractor's website(s), safeguarding personal information received in connection with this agreement, refraining from using personal information received in connection with this agreement outside of the enumerated business purpose contained therein. Contractor's failure to comply with such laws and regulations shall constitute a material breach of this Agreement, and shall be grounds for immediate termination of the Agreement by DSH, pursuant to section 7 of Exhibit C. By executing this Agreement, Contractor certifies that it is aware of its legal obligations as set forth under the CCPA, that it is in compliance with the CCPA, and shall remain in compliance with all such laws and regulations for the term of this Agreement.
- xiii. indemnify and hold the DSH harmless from and against any and all liability, loss, suit, damage or claim, including third party claims brought against the DSH, pursuant to section 5 of Exhibit C of this Agreement, as well as damages and reasonable costs assessed against the DSH by a court of competent jurisdiction (or, at Contractor's option, that are included in a settlement of such claim or action in accordance herewith), to the fullest extent permitted by State law, to the extent such claim arises from Contractor's violation of the CCPA in relation to Contractor's performance under this agreement; provided, that (i) Contractor is notified promptly in writing of the claim; (ii) Contractor controls the defense and settlement of the claim; (iii) Contractor provides a defense with counsel approved by the DSH; and (iv) the DSH cooperates with all reasonable requests of Contractor (at Contractor's expense) in defending or settling the claim.

4. PERMITTED USES AND DISCLOSURES OF CONFIDENTIAL INFORMATION BY THE CONTRACTOR:

- A. Except as otherwise provided in the agreement between Contractor and DSH, Contractor, may use or disclose DSH confidential information to perform functions, activities or services identified in the agreement with DSH provided that such use or disclosure would not violate federal or state laws or regulations.
- B. Contractor may not use or disclose the confidential information except as provided and permitted or required by this agreement with DSH or as required by law.
- C. Contractor may use and disclose confidential information for the proper management and administration of the Contractor or to carry out the legal responsibilities of the Contractor, provided that such uses and disclosures are required by law.
- D. Contractor may use confidential information to provide data aggregation services related to the health care operations of the DSH. Data aggregation means the combining of DSH confidential information created or received by Contractor on behalf of DSH with confidential information received by Contractor in its capacity as the business associate of another Covered Entity, to permit data analyses that relate to the health care operations of DSH.

5. SAFEGUARDS:

- A. Contractor shall develop and maintain an information privacy and security program that includes the implementation of administrative, technical, and physical safeguards. The information privacy and security program shall reasonably and appropriately protect the confidentiality, integrity, and availability of the confidential information that it creates, receives, maintains, or transmits; and prevent the use or disclosure of confidential information other than as provided for by the agreement with DSH. Contractor shall provide the DSH with information concerning such safeguards as the DSH may reasonably request from time to time.
- B. Contractor shall implement administrative, technical, and physical safeguards to ensure the security of the DSH information on portable electronic media (e.g., USB drives and CD-ROM) and in paper files. Administrative safeguards to be implemented shall include, but are not limited to training, instructions to employees, and policies and procedures regarding the HIPAA Privacy Rule. Technical safeguards to be implemented must comply with the HIPAA Security Rule and Subpart C of part 164 of the HIPAA regulations with respect to electronic confidential information, and shall include, but are not limited to, role-based access, computer passwords, timing out of screens, storing laptop computers in a secure location (never leaving the equipment unattended at workplace, home or in a vehicle) and encryption. Physical safeguards to be implemented shall include, but are not limited to, locks on file cabinets, door locks, partitions, shredders, and confidential destruct.

6. AUTHENTICATION:

- A. Contractor shall implement appropriate authentication methods to ensure information system access to confidential information is only granted to properly authenticated and authorized persons. If passwords are used in user authentication (e.g., username/password combination), Contractor shall implement strong password controls on all compatible computing systems that are consistent with the National Institute of Standards and Technology (NIST) Special Publication 800-53 and the SANS Institute Password Protection Policy.
- i. Contractor shall implement the following security controls on each server, workstation, or portable (e.g., laptop computer) computing device that processes or stores confidential, personal, or sensitive data:
- (1) network-based firewall and/or personal firewall,
 - (2) continuously updated anti-virus software and
 - (3) patch-management process including installation of all operating system/software vendor security patches.
- ii. Encrypt all confidential, personal, or sensitive data stored on portable electronic media (including, but not limited to, CDs and thumb drives) and on portable computing devices (including, but not limited to, laptop computers, smart phones and PDAs) with a solution that uses proven industry standard algorithms.
- iii. Prior to disposal, sanitize all DSH confidential data contained in hard drives, memory devices, portable electronic storage devices, mobile computing devices, and networking equipment in a manner consistent with the National Institute of Standards and Technology (NIST) Special Publication 800-88.

- iv. Contractor shall not transmit confidential, personal, or sensitive data via e-mail or other Internet transport protocol over a public network unless, at minimum, a 128-bit encryption method (for example AES, 3DES, or RC4) is used to secure the data.

7. MITIGATION OF HARMFUL EFFECTS:

- A. Contractor shall mitigate, to the extent practicable, any harmful effect that is known to Contractor of a use or disclosure of confidential information by Contractor or its subcontractors in violation of the requirements of the agreement.

8. NOTIFICATION OF BREACH:

- A. During the term of the agreement with DSH, Contractor shall report to DSH any use or disclosure of information not provided for by its contract of which it became aware including breaches of unsecured confidential information as required by 45 C.F.R. section 164.410 (2021).

9. DISCOVERY OF BREACH:

- A. Contractor shall immediately notify the DSH Chief Information Security Officer by telephone call and email upon the discovery of a breach of confidential information in all forms (paper, electronic, or oral) if the confidential information was, or is reasonably believed to have been, acquired by an unauthorized person, or within 24 hours by email or fax of the discovery of any suspected security incident, intrusion or unauthorized use or disclosure of confidential information in violation of the agreement with DSH, or potential loss of DSH confidential data. If the security incident occurs after business hours or on a weekend or holiday, notification shall be provided by calling the DSH Chief Information Security Officer. Contractor shall take:
 - i. prompt corrective action to mitigate any risks or damages involved with the breach and to protect the operating environment; and
 - ii. any action pertaining to such unauthorized disclosure required by applicable federal and state laws and regulations.

10. INVESTIGATION OF BREACH:

- A. Contractor shall immediately investigate such security incident, breach, or unauthorized use or disclosure of DSH confidential information. Within 8 hours of discovery (of the breach), Contractor shall notify the DSH Chief Information Security Officer of at least the following:
 - i. the data elements involved and the extent of the confidential data involved in the breach;
 - ii. a description of the unauthorized person(s) known or reasonably believed to have improperly acquired, accessed, used, transmitted, sent or disclosed confidential information;
 - iii. a description of where and when the confidential information is believed to have been improperly acquired, accessed, used, transmitted, sent or disclosed;
 - iv. a description of the probable causes of the improper acquisition, access, use, transmission, sending, or disclosure; and

- v. whether Civil Code sections 1798.29 or 1798.82 or any other federal or state laws requiring individual notifications of breaches are required.

11. WRITTEN REPORT:

- A. Contractor shall provide a written report of the investigation to the DSH Information Security Officer within ten (10) working days of the discovery of the breach or unauthorized use or disclosure. The report shall include, but not be limited to, the information specified above, an estimation of cost for remediation, as well as a full, detailed corrective action plan, including information on measures that were taken to halt and/or contain the improper use or disclosure.

12. NOTIFICATION OF INDIVIDUALS:

- A. Contractor shall notify individuals of the breach or unauthorized use or disclosure when notification is required under state or federal law and to pay any costs of such notifications, as well as any costs associated with the breach. Notification shall be made in the most expedient time possible without reasonable delay. The DSH Program Contract Manager, DSH Chief Information Security Officer, and DSH Chief Privacy Officer shall approve the time, manner, and content of any such notifications and their review and approval must be obtained by Contractor before the notifications are made.

13. DSH CONTACT INFORMATION:

- A. Contractor shall direct communications to the DSH Program Contract Manager, DSH Chief Information Security Officer, and DSH Chief Privacy Officer Contractor shall initiate contact as indicated herein. DSH reserves the right to make changes to the contact information below by giving written notice to Contractor. Said changes shall not require an amendment to the agreement between the parties to which it is incorporated.

DSH Contract Manager	DSH Chief Privacy Officer	DSH Chief Information Security Officer
See Exhibit A - Scope of Work for contact information	Chief Privacy Officer Office of Legal Services 1215 O Street, MS-5 Sacramento, CA 95814 Email: privacy.officer@dsh.ca.gov Telephone: 916-562-3721	Chief Information Security Officer Information Security Office 1215 O Street, MS-4 Sacramento, CA 95814 Email: iso@dsh.ca.gov and security@dsh.ca.gov Telephone: 916-654-4218

14. INTERNAL PRACTICES:

- A. Contractor shall make Contractor’s internal practices, books and records relating to the use and disclosure of DSH confidential information received from DSH, or created, maintained or received by Contractor, available to DSH or to the Secretary in a time and manner designated by DSH or by the Secretary, for purposes of determining DSH’s compliance with HIPAA regulations.

Department of State Hospitals

County of Kings
Agreement Number: 24-79002-000
Exhibit E, Confidentiality and Information Security Provisions**15. EMPLOYEE TRAINING AND DISCIPLINE:**

- A. Contractor shall train and use reasonable measures to ensure compliance with the requirements of the agreement between DSH and Contractor by employees who assist in the performance of functions or activities under this agreement and use or disclose confidential information; and discipline such employees who intentionally violate any provisions of this agreement.

16. EFFECT OF TERMINATION:

- A. Upon termination or expiration of the agreement between Contractor and DSH for any reason, Contractor shall return, at its sole expense, to DSH all confidential information within five (5) business days or as otherwise specified in the request or notice to return records or, if agreed to by DSH, destroy all confidential information received from DSH or created or received by Contractor on behalf of DSH, that Contractor still maintains in any form. Contractor shall retain no copies of DSH confidential information. However, if return or destruction is not feasible, Contractor shall continue to extend the protections and provisions of the agreement to such information, and limit further use or disclosure of such confidential information to those purposes that make the return or destruction of such confidential information infeasible. This provision shall apply to DSH confidential information that is in the possession of Contractor, its subcontractor(s), or its agent(s).

17. MISCELLANEOUS PROVISIONS:

- A. DSH shall notify Contractor and Contractor shall notify DSH of restrictions on disclosures or the manner of confidential communications requested and agreed to by Contractor or DSH from an Individual to satisfy 45 C.F.R. section 164.522 (2021).
- B. Assistance in Litigation or Administrative Proceedings. Contractor shall make itself, and use its best efforts to make any subcontractors, employees or agents assisting Contractor in the performance of its obligations under the agreement with DSH, available to DSH at no cost to DSH to testify as witnesses, or otherwise, in the event of litigation or administrative proceedings being commenced against DSH, its directors, officers or employees for claimed violations of HIPAA, regulations or other laws relating to security and privacy based upon actions or inactions of Contractor and/or its subcontractors, employees, or agents, except where Contractor or its subcontractors, employees, or agents is a named adverse party.
- C. No Third-Party Beneficiaries. Nothing expressed or implied in the terms and conditions of the agreement between Contractor and DSH is intended to confer, nor shall anything herein confer, upon any person other than DSH or Contractor and their respective successors or assignees, any rights, remedies, obligations or liabilities whatsoever.
- D. The terms and conditions in this Agreement shall be interpreted as broadly as necessary to implement and comply with the HIPAA regulations and applicable federal and state laws. The parties agree that any ambiguity in the terms and conditions of the agreement between the parties shall be resolved in favor of a meaning that complies and is consistent with state and federal law, including HIPAA and the HIPAA regulations.
- E. A reference in the terms and conditions of the agreement between DSH and Contractor to any HIPAA regulation relates to that section in effect or as amended.
- F. The obligations of Contractor under this Exhibit E shall survive the termination or expiration of the agreement.

18. JUDICIAL OR ADMINISTRATIVE PROCEEDINGS:

- A. DSH may immediately terminate the agreement between Contractor and DSH if (a) Contractor is found liable in a civil or criminal proceeding for a violation of the HIPAA Privacy or Security Rule or (b) a finding or stipulation that Contractor has violated a privacy or security standard or requirement of HIPAA, or other security or privacy laws made in an administrative or civil proceeding in which Contractor is a party.

19. TERMINATION FOR CAUSE:

- A. In accordance with 45 C.F.R. section 164.504(e)(1)(ii) (2021), upon DSH's knowledge of a material breach or violation of this Exhibit by Contractor, DSH shall:
 - i. Provide an opportunity for Contractor to cure the breach or end the violation and terminate the agreement if Contractor does not cure the breach or end the violation within the time specified by DSH; or
 - ii. Immediately terminate the agreement pursuant to section 7 of Exhibit C of this Agreement, if Contractor has breached a material term of this Exhibit and cure is not possible.

Exhibit C
HIPAA Business Associate Exhibit

I. Recitals.

A. This Agreement has been determined to constitute a business associate relationship under the Health Insurance Portability and Accountability Act (“HIPAA”) and its implementing privacy and security regulations at 45 CFR Parts 160 and 164 (“the HIPAA regulations”).

B. The County of Kings (“County”) wishes to, or may, disclose to California Health and Recovery Solutions, P.C. (“Business Associate”) certain information pursuant to the terms of this Agreement, some of which may constitute Protected Health Information (“PHI”) pursuant to HIPAA regulations.

C. “Protected Health Information” or “PHI” means any information, whether oral or recorded in any form or medium that relates to the past, present, or future physical or mental condition of an individual, the provision of health or dental care to an individual, or the past, present, or future payment for the provision of health or dental care to an individual; and that identifies the individual or with respect to which there is a reasonable basis to believe the information can be used to identify the individual. PHI shall have the meaning given to such term under HIPAA and HIPAA regulations, as the same may be amended from time to time.

D. “Security Incident” means the attempted or successful unauthorized access, use, disclosure, modification, or destruction of PHI, or confidential data that is essential to the ongoing operation of the Business Associate’s organization and intended for internal use; or interference with system operations in an information system.

E. As set forth in this Agreement, the identified Contractor is the County’s Business Associate, who will provide services and arrange, perform, or assist in the performance of functions or activities on behalf of the County, which may result in the creation, receipt, maintenance, transmission, or use or disclosure of PHI.

F. County and Business Associate desire to protect the privacy and provide for the security of PHI created, received, maintained, transmitted, used or disclosed pursuant to this Agreement, in compliance with HIPAA and HIPAA regulations.

G. The purpose of this Exhibit is to satisfy certain standards and requirements of HIPAA and the HIPAA regulations, and other applicable laws.

H. The terms used in this Exhibit, but not otherwise defined, shall have the same meanings as those terms are defined in the HIPAA regulations.

In exchanging information pursuant to this Agreement, the parties agree as follows:

II. Permitted Uses and Disclosures of PHI by Business Associate.

A. **Permitted Uses and Disclosures.** Except as otherwise indicated in this Exhibit, Business Associate may use or disclose PHI only to perform functions, activities or services specified in this Agreement, for, or on behalf of County, provided that such use or disclosure do not violate HIPAA statutes or regulations.

B. **Specific Use and Disclosure Provisions.** Unless otherwise indicated in this Exhibit or the Parties' Agreement, Business Associate may:

1) **Use and disclose PHI to provide medical, mental health, dental, and other health related services to individuals incarcerated in the County's detention facilities, as well as manage and administer the provision of such services.** Use and disclose PHI for the purposes set forth in the parties' Agreement, as set forth therein and its exhibits. Business Associate shall be responsible for providing any disclosures as required by law or obtaining assurances from the individual to whom the PHI is disclosed that the PHI will remain confidential and will not be further disclosed except as permitted or required by law or for the purpose for which it was disclosed. Further, Business Associate shall obtain assurances that the individual will notify Business Associate of any instances where the confidentiality of the information has been breached, to the extent the individual is aware of said breach.

III. Responsibilities of Business Associate.

Business Associate agrees:

A. **Nondisclosure.** Not to use or disclose Protected Health Information (PHI) other than as permitted or required by this Agreement or as required by law.

B. **Safeguards.** To implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of the PHI, including electronic PHI, that it creates, receives, maintains, uses or transmits on behalf of County; and to prevent use or disclosure of PHI other than as provided for by this Agreement. Business Associate shall develop and maintain a written information privacy and security program that includes administrative, technical and physical safeguards appropriate to the size and complexity of the Business Associate's operations and the nature and scope of its activities, and which incorporates the requirements of section C, Security, below. Business Associate will provide County with its current and updated policies.

C. **Security.** The Business Associate shall take any and all steps necessary to ensure the continuous security of all computerized data systems containing County PHI. These steps shall include, at a minimum:

1) Complying with all of the data system security precautions listed in the Business Associate Data Security Standards set forth in Attachment 1 to this Exhibit;

2) Security Officer. If the incident occurs after business hours or on a weekend or holiday and involves electronic PHI, notification shall be provided by calling the County ITSD Help Desk. Business Associate shall take:

- i. Prompt corrective action to mitigate any risks or damages involved with the breach and to protect the operating environment and
- ii. Any action pertaining to such unauthorized disclosure required by applicable Federal and State laws and regulations.

3) **Investigation of Breach.** To immediately investigate such security incident, breach, or unauthorized use or disclosure of PHI or confidential data. **Within seventy-two (72) hours of the discovery**, to notify the County:

- i. What data elements were involved and the extent of the data involved in the breach,
- ii. A description of the unauthorized persons known or reasonably believed to have improperly used or disclosed PHI or confidential data,
- iii. A description of where the PHI or confidential data is believed to have been improperly transmitted, sent, or utilized,
- iv. A description of the probable causes of the improper use or disclosure; and
- v. Whether Civil Code sections 1798.29 or 1798.82 or any other federal or state laws requiring individual notifications of breaches are triggered.

4) **Written Report.** To provide a written report of the investigation to the County under HIPAA within ten (10) working days of the discovery of the breach or unauthorized use or disclosure. The report shall include, but not be limited to, the information specified above, as well as a full, detailed corrective action plan, including information on measures that were taken to halt and/or contain the improper use or disclosure.

5) **Notification of Individuals.** To notify individuals of the breach or unauthorized use or disclosure when notification is required under state or federal law and to pay any costs of such notifications, as well as any costs associated with the breach. The County shall approve the time, manner and content of any such notifications.

6) **County Contact Information.** To direct communications to the above referenced County staff, Business Associate shall initiate contact as indicated herein. County reserves the right to make changes to the contact information below by giving written notice to the Business Associate. Said changes shall not require an amendment to this Exhibit or the Agreement to which it is incorporated.

County of Kings
Attn: Diane Freeman, County Counsel
1400 W. Lacey Blvd., Bldg. 1
Hanford, California 93230
(559) 852-2589

With a copy to:
Office of the County Counsel
1400 W. Lacey Blvd.
Hanford, CA 93230

D. ***Employee Training and Discipline.*** To train and use reasonable measures to ensure compliance with the requirements of this Exhibit by employees who assist in the performance of functions or activities on behalf of County under this Agreement and use or disclose PHI; and discipline such employees who intentionally violate any provisions of this Exhibit, including by termination of employment. In complying with the provisions of this section K, Business Associate shall observe the following requirements:

1) Business Associate shall provide information privacy and security training, at least annually, at its own expense, to all its employees who assist in the performance of functions or activities on behalf of County under this Agreement and use or disclose PHI.

2) Business Associate shall require each employee who receives information privacy and security training to sign a certification, indicating the employee's name and the date on which the training was completed.

3) Business Associate shall retain each employee's written certifications for County inspection for a period of six (6) years following contract termination.

IV. Obligations of County.

County agrees to:

A. ***Notice of Privacy Practices.*** Provide Business Associate with applicable and relevant Notice(s) of Privacy Practices that County HIPAA-covered healthcare components produce in accordance with 45 CFR 164.520, as well as any changes to such notice(s).

B. ***Permission by Individuals for Use and Disclosure of PHI.*** Provide the Business Associate with any changes in, or revocation of, permission by an Individual to use or disclose PHI, if such changes affect the Business Associate's permitted or required uses and disclosures.

C. ***Notification of Restrictions.*** Notify the Business Associate of any

restriction to the use or disclosure of PHI that County has agreed to in accordance with 45 CFR 164.522, to the extent that such restriction may affect the Business Associate's use or disclosure of PHI.

D. ***Requests Conflicting with HIPAA Rules.*** Not request the Business Associate to use or disclose PHI in any manner that would not be permissible under the HIPAA regulations if done by County.

V. Audits, Inspection and Enforcement.

From time to time, County may inspect the facilities, systems, books and records of Business Associate to monitor compliance with this Agreement and this Exhibit. Business Associate shall promptly remedy any violation of any provision of this Exhibit and shall certify the same to the County Privacy Officer or the County Chief Information Security Officer in writing. The fact that County inspects, or fails to inspect, or has the right to inspect, Business Associate's facilities, systems and procedures does not relieve Business Associate of its responsibility to comply with this Exhibit, nor does County's:

A. Failure to detect or

B. Detection, but failure to notify Business Associate or require Business Associate's remediation of any unsatisfactory practices constitute acceptance of such practice or a waiver of County's enforcement rights under this Agreement and this Exhibit.

VI. Termination.

A. ***Termination for Cause.*** Upon County's knowledge of a material breach of this Exhibit by Business Associate, County shall:

1) Provide an opportunity for Business Associate to cure the breach or end the violation and terminate this Agreement if Business Associate does not cure the breach or end the violation within the time specified by County;

2) Immediately terminate this Agreement if Business Associate has breached a material term of this Exhibit and cure is not possible; or

3) If neither cure nor termination is feasible, report the violation to the Secretary of the U.S. Department of Health and Human Services.

B. ***Judicial or Administrative Proceedings.*** Business Associate will notify County if it is named as a defendant in a criminal proceeding for a violation of HIPAA. County may terminate this Agreement if Business Associate is found guilty of a criminal violation of HIPAA. County may terminate this Agreement if a finding or stipulation that the Business Associate has violated any standard or requirement of HIPAA, or other security or privacy laws is made in any administrative or civil proceeding in which the Business Associate is a party or has been joined.

C. ***Effect of Termination.*** Upon termination or expiration of this Agreement for any reason, Business Associate shall promptly return or destroy all PHI received from County (or created or received by Business Associate on behalf of County) that Business Associate still maintains in any form, and shall retain no copies of such PHI or, if return or destruction is not feasible, shall continue to extend the protections of this Exhibit to such information, and shall limit further use of such PHI to those purposes that make the return or destruction of such PHI infeasible. This provision shall apply to PHI that is in the possession of subcontractors or agents of Business Associate.

VII. **Miscellaneous Provisions.**

A. ***Disclaimer.*** County makes no warranty or representation that compliance by Business Associate with this Exhibit, HIPAA or the HIPAA regulations will be adequate or satisfactory for Business Associate's own purposes or that any information in Business Associate's possession or control, or transmitted or received by Business Associate, is or will be secure from unauthorized use or disclosure. Business Associate is solely responsible for all decisions made by Business Associate regarding the safeguarding of PHI.

B. ***Amendment.*** The parties acknowledge that federal and state laws relating to electronic data security and privacy are rapidly evolving and that amendment of this Exhibit may be required to provide for procedures to ensure compliance with such developments. The parties specifically agree to take such action as is necessary to implement the standards and requirements of HIPAA, the HIPAA regulations and other applicable laws relating to the security or privacy of PHI. Upon County's request, Business Associate agrees to promptly enter into negotiations with County concerning an amendment to this Exhibit embodying written assurances consistent with the standards and requirements of HIPAA, the HIPAA regulations or other applicable laws. County may terminate this Agreement upon thirty (30) days written notice in the event:

1) Business Associate does not promptly enter into negotiations to amend this Exhibit when requested by County pursuant to this Section or

2) Business Associate does not enter into an amendment providing assurances regarding the safeguarding and security of PHI that County, in its sole discretion, deems sufficient to satisfy the standards and requirements of HIPAA and the HIPAA regulations.

C. ***Assistance in Litigation or Administrative Proceedings.*** Business Associate shall make itself and any subcontractors, employees, or agents assisting Business Associate in the performance of its obligations under this Agreement, available to County at no cost to County to testify as witnesses, or otherwise, in the event of litigation or administrative proceedings being commenced against County, its directors, officers or employees based upon claimed violation of HIPAA, the HIPAA regulations or other laws relating to security and privacy, which involves inactions or actions by the Business

Associate, except where Business Associate or its subcontractor, employee, or agent is a named adverse party.

D. ***No Third-Party Beneficiaries.*** Nothing express or implied in the terms and conditions of this Exhibit is intended to confer, nor shall anything herein confer, upon any person other than County or Business Associate and their respective successors or assignees, any rights, remedies, obligations or liabilities whatsoever.

E. ***Interpretation.*** The terms and conditions in this Exhibit shall be interpreted as broadly as necessary to implement and comply with HIPAA, the HIPAA regulations and applicable state laws. The parties agree that any ambiguity in the terms and conditions of this Exhibit shall be resolved in favor of a meaning that complies and is consistent with HIPAA and the HIPAA regulations.

F. ***Regulatory References.*** A reference in the terms and conditions of this Exhibit to a section in the HIPAA regulations means the section as in effect or as amended.

G. ***Survival.*** The respective rights and obligations of Business Associate under Section VII.C of this Exhibit shall survive the termination or expiration of this Agreement.

H. ***No Waiver of Obligations.*** No change, waiver or discharge of any liability or obligation hereunder on any one or more occasions shall be deemed a waiver of performance of any continuing or other obligation, or shall prohibit enforcement of any obligation, on any other occasion.

Attachment 1
Business Associate Data Security Standards

I. General Security Controls.

A. **Confidentiality Statement.** All persons that will be working with County PHI must sign a confidentiality statement. The statement must include at a minimum, General Use, Security and Privacy Safeguards, Unacceptable Use, and Enforcement Policies. The statement must be signed by the workforce member prior to access to County PHI. The statement must be renewed annually. The Business Associate shall retain each person's written confidentiality statement for County inspection for a period of six (6) years following contract termination.

B. **Background Check.** Before a member of the Business Associate's workforce may access County PHI, Business Associate must conduct a thorough background check of that worker and evaluate the results to assure that there is no indication that the worker may present a risk for theft of confidential data. The Business Associate shall retain each workforce member's background check documentation for a period of three (3) years following contract termination.

C. **Workstation/Laptop Encryption.** All workstations and laptops that process and/or store County PHI must be encrypted using a FIPS 140-2 certified algorithm, such as Advanced Encryption Standard (AES), with a 128bit key or higher. The encryption solution must be full disk unless approved by the County Information Security Office.

D. **Server Security.** Servers containing unencrypted County PHI must have sufficient administrative, physical, and technical controls in place to protect that data, based upon a risk assessment/system security review.

E. **Minimum Necessary.** Only the minimum necessary amount of County PHI required to perform necessary business functions may be copied, downloaded, or exported.

F. **Removable Media Devices.** All electronic files that contain County PHI data must be encrypted when stored on any removable media or portable device using a FIPS 140-2 certified algorithm, such as Advanced Encryption Standard (AES), with a 128bit key or higher.

G. **Antivirus Software.** All workstations, laptops and other systems that process and/or store County PHI must install and actively use comprehensive anti-virus software solution with automatic updates scheduled at least daily.

H. **Patch Management.** All workstations, laptops and other systems that process and/or store County PHI must have security patches applied, with system reboot if necessary. There must be a documented patch management process which determines installation timeframe based on risk assessment and vendor recommendations. At a maximum, all applicable patches must be installed within thirty (30) days of vendor

release.

I. ***User IDs and Password Controls.*** All users must be issued a unique user name for accessing County PHI. Username must be promptly disabled, deleted, or the password changed upon the transfer or termination of an employee with knowledge of the password. Passwords are not to be shared. Must be at least eight characters. Must be a non-dictionary word. Must not be stored in readable format on the computer. Must be changed every sixty (60) days. Must be changed if revealed or compromised. Must be composed of characters from at least three of the following four groups from the standard keyboard:

- Upper case letters (A-Z)
- Lower case letters (a-z)
- Arabic numerals (0-9)
- Non-alphanumeric characters (punctuation symbols)

J. ***Data Sanitization.*** All County PHI must be sanitized using NIST Special Publication 800-88 standard methods for data sanitization when the County PSCI is no longer needed.

II. **System Security Controls.**

A. ***System Timeout.*** The system must provide an automatic timeout, requiring re-authentication of the user session after no more than twenty (20) minutes of inactivity.

B. ***Warning Banners.*** All systems containing County PHI must display a warning banner stating that data is confidential, systems are logged, and system use is for business purposes only. User must be directed to log off the system if they do not agree with these requirements.

C. ***System Logging.*** The system must maintain an automated audit trail which can identify the user or system process which initiates a request for County PHI, or which alters County PHI. The audit trail must be date and time stamped, must log both successful and failed accesses, must be read only, and must be restricted to authorized users. If County PHI is stored in a database, database logging functionality must be enabled. Audit trail data must be archived for at least six (6) years after occurrence.

D. ***Access Controls.*** The system must use role based access controls for all user authentications, enforcing the principle of least privilege.

E. ***Transmission Encryption.*** All data transmissions of County PHI outside the secure internal network must be encrypted using a FIPS 140-2 certified algorithm, such as Advanced Encryption Standard (AES), with a 128bit key or higher. Encryption can be end to end at the network level, or the data files containing County PHI can be encrypted. This requirement pertains to any type of County PHI in motion such as website access, file transfer, and E-Mail.

F. ***Intrusion Detection.*** All systems involved in accessing, holding, transporting, and protecting County PHI that are accessible via the Internet must be protected by a comprehensive intrusion detection and prevention solution.

III. Audit Controls.

A. ***System Security Review.*** All systems processing and/or storing County PHI must have at least an annual system risk assessment/security review which provides assurance that administrative, physical, and technical controls are functioning effectively and providing adequate levels of protection. Reviews shall include vulnerability scanning tools.

B. ***Log Reviews.*** All systems processing and/or storing County PHI must have a routine procedure in place to review system logs for unauthorized access.

C. ***Change Control.*** All systems processing and/or storing County PHI must have a documented change control procedure that ensures separation of duties and protects the confidentiality, integrity and availability of data.

IV. Business Continuity / Disaster Recovery Controls.

A. ***Disaster Recovery.*** Business Associate must establish a documented plan to enable continuation of critical business processes and protection of the security of electronic County PHI in the event of an emergency. Emergency means any circumstance or situation that causes normal computer operations to become unavailable for use in performing the work required under this Agreement for more than twenty-four (24) hours.

B. ***Data Backup Plan.*** Business Associate must have established documented procedures to back-up County PHI to maintain retrievable exact copies of County PHI. The plan must include a regular schedule for making back-ups, storing back-ups offsite, an inventory of back-up media, and the amount of time to restore County PHI should it be lost. At a minimum, the schedule must be a weekly full back-up and monthly offsite storage of County data.

V. Paper Document Controls.

A. ***Supervision of Data.*** County PHI in paper form shall not be left unattended at any time, unless it is locked in a file cabinet, file room, desk or office. Unattended means that information is not being observed by an employee authorized to access the information. County PHI in paper form shall not be left unattended at any time in vehicles or planes and shall not be checked in baggage on commercial airplanes.

B. ***Escorting Visitors.*** Visitors to areas where County PHI is contained shall be escorted and County Protected Health Information shall be kept out of sight while visitors are in the area.

C. **Confidential Destruction.** County PHI must be disposed of through confidential means, using NIST Special Publication 800-88 standard methods for data sanitization when the County PSCI is no longer needed.

D. **Removal of Data.** County PHI must not be removed from the premises of the Business Associate except with express written permission of County.

E. **Faxing.** Faxes containing County PHI shall not be left unattended and fax machines shall be in secure areas. Faxes shall contain a confidentiality statement notifying persons receiving faxes in error to destroy them. Fax numbers shall be verified with the intended recipient before sending.

F. **Mailing.** County PHI shall only be mailed using secure methods. Large volume mailings of County Protected Health Information shall be by a secure, bonded courier with signature required on receipt. Disks and other transportable media sent through the mail must be encrypted with a County approved solution, such as a solution using a vendor product specified on the CSSI.



Exhibit D

COUNTY OF KINGS

**DEPARTMENT OF
PUBLIC WORKS**

Kings County Government Center 1400
W. Lacey Boulevard Hanford, CA 93230
Phone: (559) 852-2690
FAX: (559) 582-2506

Dominic Tyburski, P.E., MPA
Director

**Kings County
Grievance Procedure under ADA or
California State Disability Civil Rights Laws**

This grievance procedure is established to meet the requirements of the Americans with Disabilities Act of 1990 ("ADA"), the Americans with Disabilities Amendments Act (ADAAA) and California State law. Except as otherwise indicated, it may be used by anyone wishing to file a complaint alleging discrimination on the basis of disability in the provision of services, activities, programs or benefits by Kings County. The procedure should also be used to address all complaints regarding barriers to physical access to any County facility.

NOTE: Discrimination complaints by applicants for, and recipients of, public benefits administered by the County are handled by the Human Services Agency, pursuant to state law and the Human Services Agency's Administrative Policy and Procedure No. 23. Notice of this fact is provided to all applicants and recipients. For more information, please contact the Program Manager/Civil Rights Coordinator for the Human Services Agency at (559) 852- 2201. If you submit a complaint to the ADA Coordinator that should be directed to the Human Services Agency, your complaint will be forwarded to the Human Services Agency, and will be deemed received by the Human Services Agency upon actual receipt by it for purposes of the filing and response deadlines stated in Policy and Procedure No. 23. Please also note that the County's Personnel Rules govern employment related complaints of disability discrimination. Please refer to sections 10200 to 10250 of the Personnel Rules regarding the County's grievance procedure, as well as Chapter 14 of the Personnel Rules regarding discrimination complaints. The process described in either part may be relied upon to make a complaint of disability discrimination.

A complaint using this procedure should be in writing and should contain information about the alleged discrimination such as name, address, and phone number of the complainant and location, date and a description of the problem(s). If you are viewing these instructions online at the County's website, please find the form for making a complaint below. Copies of the complaint form are also available from the Public Works Department or County Administration Office, County Government Center, 1400 West Lacey, Hanford, CA 93230. Alternative means of filing a complaint, such as personal interviews or a tape recording of the complaint, are available to persons with disabilities upon request.

The complaint should be submitted by the complainant and/or his/her designee as soon as possible, but no later than 60 calendar days after the alleged violation to:

**Dominic Tyburski/
ADA Coordinator
County Government Center
1400 West Lacey Blvd
Hanford CA 93230**

**TEL (559) 852-2690
or California Relay 711**

FAX (559) 584-0865

Administration Engineering Roads Building Maintenance Parks Equipment Maintenance

Exhibit D



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DEPARTMENT OF
PUBLIC WORKS

Kings County Government Center
1400 W. Lacey Boulevard
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Phone: (559) 852-2690
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Dominic Tyburski, P.E.,
MPA Director

Within 15 calendar days after receipt of the complaint, the ADA Coordinator or his designee will schedule a meeting with the complainant to discuss the complaint and possible resolutions. After an investigation and review the ADA Coordinator will respond in writing, and where appropriate in a format accessible to the complainant. The response will explain the County's position on the issue and offer options for substantive resolution of the complaint.

If the response by ADA Coordinator does not resolve the issue to the satisfaction of the complainant, the complainant and/or his/her designee may appeal the decision within 15 calendar days after receipt of the response to the County Administrator.

After receiving the appeal, the County Administrator or his/her designee will review the appeal and the ADA Coordinator's findings. Within a reasonable period after a review, the County Administrator or his/her designee will respond with a final resolution to the complaint in writing and, where appropriate, in a format that is accessible to the complainant.

All written complaints received by ADA Coordinator or his/her designee, appeals to the County Administrator or his/her designee, and responses from these two offices will be retained by the County for at least three years.