

AGREEMENT BETWEEN THE COUNTY OF SAN MATEO AND LIBERTY HEALTHCARE CORPORATION

This Agreement is entered into this _____ day of _____, 2023, by and between the County of San Mateo, a political subdivision of the state of California, hereinafter called "County," and Liberty Healthcare Corporation, hereinafter called "Contractor."

* * *

Whereas, pursuant to Section 31000 of the California Government Code, County may contract with independent contractors for the furnishing of such services to or for County or any Department thereof; and

Whereas, it is necessary and desirable that Contractor be retained for the purpose of acute inpatient psychiatric services for adult detainees.

Now, therefore, it is agreed by the parties to this Agreement as follows:

1. Exhibits and Attachments

The following exhibits and attachments are attached to this Agreement and incorporated into this Agreement by this reference:

Exhibit A—Services
Exhibit B—Payments and Rates
Exhibit C—Budget Detail
Attachment H—HIPAA Business Associate Requirements
Attachment I—§ 504 Compliance

2. Services to be performed by Contractor

In consideration of the payments set forth in this Agreement and in Exhibit B, Contractor shall perform services for County in accordance with the terms, conditions, and specifications set forth in this Agreement and in Exhibit A.

3. Payments

In consideration of the services provided by Contractor in accordance with all terms, conditions, and specifications set forth in this Agreement and in Exhibit A, County shall make payment to Contractor based on the rates and in the manner specified in Exhibit B. County reserves the right to withhold payment if County determines that the quantity or quality of the work performed is unacceptable. In no event shall County's total fiscal obligation under this Agreement exceed TEN MILLION NINE-HUNDRED THIRTY-NINE THOUSAND NINE-HUNDRED FIFTY-SIX DOLLARS (\$10,939,956.00). In the event that the County makes any advance payments, Contractor agrees to refund any amounts in excess of the amount owed by the County at the time of contract termination or expiration. Contractor is not entitled to payment for work not performed as required by this agreement.

4. Term

Subject to compliance with all terms and conditions, the term of this Agreement shall be from July 1, 2023, through June 30, 2026.

5. Termination

This Agreement may be terminated by Contractor or by the County Health Chief or his/her designee at any time without a requirement of good cause upon thirty (30) days' advance written notice to the other party. Subject to availability of funding, Contractor shall be entitled to receive payment for work/services provided prior to termination of the Agreement. Such payment shall be that prorated portion of the full payment determined by comparing the work/services actually completed to the work/services required by the Agreement.

County may terminate this Agreement or a portion of the services referenced in the Attachments and Exhibits based upon the unavailability of Federal, State, or County funds by providing written notice to Contractor as soon as is reasonably possible after County learns of said unavailability of outside funding.

County may terminate this Agreement for cause. In order to terminate for cause, County must first give Contractor notice of the alleged breach. Contractor shall have five business days after receipt of such notice to respond and a total of ten calendar days after receipt of such notice to cure the alleged breach. If Contractor fails to cure the breach within this period, County may immediately terminate this Agreement without further action. The option available in this paragraph is separate from the ability to terminate without cause with appropriate notice described above. In the event that County provides notice of an alleged breach pursuant to this section, County may, in extreme circumstances, immediately suspend performance of services and payment under this Agreement pending the resolution of the process described in this paragraph. County has sole discretion to determine what constitutes an extreme circumstance for purposes of this paragraph, and County shall use reasonable judgment in making that determination.

6. Contract Materials

At the end of this Agreement, or in the event of termination, all finished or unfinished documents, data, studies, maps, photographs, reports, and other written materials (collectively referred to as "contract materials") prepared by Contractor under this Agreement shall become the property of County and shall be promptly delivered to County. Upon termination, Contractor may make and retain a copy of such contract materials if permitted by law.

7. Relationship of Parties

Contractor agrees and understands that the work/services performed under this Agreement are performed as an independent contractor and not as an employee of County and that neither Contractor nor its employees acquire any of the rights, privileges, powers, or advantages of County employees.

8. Hold Harmless

a. General Hold Harmless

Contractor shall indemnify and save harmless County and its officers, agents, employees, and servants from all third-party claims, suits, or actions of every name, kind, and description to the extent resulting from, the performance of any work or services required of Contractor under this Agreement, or payments made pursuant to this Agreement brought for, or on account of, any of the following:

(A) injuries to or death of any person, including Contractor or its employees/officers/agents;

(B) damage to any property of any kind whatsoever and to whomsoever belonging;

(C) any sanctions, penalties, or claims of damages resulting from Contractor's failure to comply, if applicable, with the requirements set forth in the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and all Federal regulations promulgated thereunder, as amended; or

(D) Contractor's duty to indemnify and save harmless under this Section shall not apply to the extent claims, suits, actions, injuries or damages arise from, or are alleged to arise from, the acts or omissions of the County, its employees, agents, or contractors.

The duty of Contractor to indemnify and save harmless as set forth by this Section shall include the duty to defend as set forth in Section 2778 of the California Civil Code.

9. Assignability and Subcontracting

Contractor shall not assign this Agreement or any portion of it to a third party or subcontract with a third party to provide services required by Contractor under this Agreement without the prior written consent of County. Any such assignment or subcontract without County's prior written consent shall give County the right to automatically and immediately terminate this Agreement without penalty or advance notice. However, County agrees that Contractor may subcontract with Liberty Healthcare of California, Inc. for physicians, psychologists and other medical personnel.

10. Insurance

a. General Requirements

Contractor shall not commence work or be required to commence work under this Agreement unless and until all insurance required under this Section has been obtained and such insurance has been approved by County's Risk Management, and Contractor shall use diligence to obtain such insurance and to obtain such approval. Contractor shall furnish County with certificates of insurance evidencing the required coverage, and there shall be a specific contractual liability endorsement extending Contractor's coverage to include the contractual liability assumed by

Contractor pursuant to this Agreement. These certificates shall specify or be endorsed to provide that thirty (30) days' notice must be given, in writing, to County of any pending change in the limits of liability or of any cancellation or modification of the policy.

b. Workers' Compensation and Employer's Liability Insurance

Contractor shall have in effect during the entire term of this Agreement workers' compensation and employer's liability insurance providing full statutory coverage. In signing this Agreement, Contractor certifies, as required by Section 1861 of the California Labor Code, that (a) it is aware of the provisions of Section 3700 of the California Labor Code, which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of the Labor Code, and (b) it will comply with such provisions before commencing the performance of work under this Agreement.

c. Liability Insurance

Contractor shall take out and maintain during the term of this Agreement such bodily injury liability and property damage liability insurance as shall protect Contractor and all of its employees/officers/agents while performing work covered by this Agreement from any and all claims for damages for bodily injury, including accidental death, as well as any and all claims for property damage which may arise from Contractor's operations under this Agreement, whether such operations be by Contractor, any subcontractor, anyone directly or indirectly employed by either of them, or an agent of either of them. Such insurance shall apply per occurrence and shall not be less than the amounts specified below:

- (a) Comprehensive General Liability.....\$1,000,000
(combined limit for bodily injury and property damage per occurrence)
- (b) Professional Liability.....\$1,000,000

County and its officers, agents, employees, and servants shall be named as additional insured on any such policies of insurance but only with respect to Contractor's activities to be performed under this Agreement, which shall also contain a provision that (a) the insurance afforded thereby to County and its officers, agents, employees, and servants shall be primary insurance to the full limits of liability of the policy and (b) if the County or its officers, agents, employees, and servants have other insurance against the loss covered by such a policy, such other insurance shall be excess insurance only.

In the event of the breach of any provision of this Section, or in the event any notice is received which indicates any required insurance coverage will be diminished or canceled, County, at its option, may, notwithstanding any other provision of this Agreement to the contrary, immediately declare a material breach of this Agreement and suspend all further work and payment pursuant to this Agreement.

11. Compliance With Laws

All services to be performed by Contractor pursuant to this Agreement shall be performed in accordance with all applicable Federal, State, County, and municipal laws, ordinances, regulations, and executive orders, including but not limited to the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and the Federal Regulations promulgated thereunder, as amended (if applicable), the Business Associate requirements set forth in Attachment H (if attached), the Americans with Disabilities Act of 1990, as amended, and Section 504 of the Rehabilitation Act of 1973, which prohibits discrimination on the basis of disability in programs and activities receiving any Federal or County financial assistance, as well as any required economic or other sanctions imposed by the United States government or under state law in effect during the term of the Agreement. Such services shall also be performed in accordance with all applicable ordinances and regulations, including but not limited to appropriate licensure, certification regulations, provisions pertaining to confidentiality of records, and applicable quality assurance regulations. In the event of a conflict between the terms of this Agreement and any applicable State, Federal, County, or municipal law, regulation, or executive order, the requirements of the applicable law, regulation, or executive order will take precedence over the requirements set forth in this Agreement.

Contractor will timely and accurately complete, sign, and submit all necessary documentation of compliance.

12. Non-Discrimination and Other Requirements

a. General Non-discrimination

No person shall be denied any services provided pursuant to this Agreement (except as limited by the scope of services) on the grounds of race, color, national origin, ancestry, age, disability (physical or mental), sex, sexual orientation, gender identity, marital or domestic partner status, religion, political beliefs or affiliation, familial or parental status (including pregnancy), medical condition (cancer-related), military service, or genetic information.

b. Equal Employment Opportunity

Contractor shall ensure equal employment opportunity based on objective standards of recruitment, classification, selection, promotion, compensation, performance evaluation, and management relations for all employees under this Agreement. Contractor's equal employment policies shall be made available to County upon request.

c. Section 504 of the Rehabilitation Act of 1973

Contractor shall comply with Section 504 of the Rehabilitation Act of 1973, as amended, which provides that no otherwise qualified individual with a disability shall, solely by reason of a disability, be excluded from the participation in, be denied the benefits of, or be subjected to discrimination in the performance of any services this Agreement. This Section applies only to contractors who are providing services to members of the public under this Agreement.

d. Compliance with County's Equal Benefits Ordinance

Contractor shall comply with all laws relating to the provision of benefits to its employees and their spouses or domestic partners, including, but not limited to, such laws prohibiting discrimination in the provision of such benefits on the basis that the spouse or domestic partner of the Contractor's employee is of the same or opposite sex as the employee.

e. Discrimination Against Individuals with Disabilities

The nondiscrimination requirements of 41 C.F.R. 60-741.5(a) are incorporated into this Agreement as if fully set forth here, and Contractor and any subcontractor shall abide by the requirements of 41 C.F.R. 60-741.5(a). This regulation prohibits discrimination against qualified individuals on the basis of disability and requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified individuals with disabilities.

f. History of Discrimination

Contractor certifies that no finding of discrimination has been issued in the past 365 days against Contractor by the Equal Employment Opportunity Commission, the California Department of Fair Employment and Housing, or any other investigative entity. If any finding(s) of discrimination have been issued against Contractor within the past 365 days by the Equal Employment Opportunity Commission, the California Department of Fair Employment and Housing, or other investigative entity, Contractor shall provide County with a written explanation of the outcome(s) or remedy for the discrimination prior to execution of this Agreement. Failure to comply with this Section shall constitute a material breach of this Agreement and subjects the Agreement to immediate termination at the sole option of the County.

g. Reporting; Violation of Non-discrimination Provisions

Contractor shall report to the County Executive Officer the filing in any court or with any administrative agency of any complaint or allegation of discrimination on any of the bases prohibited by this Section of the Agreement or the Section titled "Compliance with Laws" and arising from or related to Contractor's Services. Such duty shall include reporting of the filing of any and all charges with the Equal Employment Opportunity Commission, the California Department of Fair Employment and Housing, or any other entity charged with the investigation or adjudication of allegations covered by this subsection within 30 days of such filing, provided that within such 30 days such entity has not notified Contractor that such charges are dismissed or otherwise unfounded. Such notification shall include a general description of the circumstances involved and a general description of the kind of discrimination alleged (for example, gender-, sexual orientation-, religion-, or race-based discrimination).

Violation of the non-discrimination provisions of this Agreement shall be considered a breach of this Agreement and subject the Contractor to penalties, to be determined by the County Executive Officer, including but not limited to the following:

- i. termination of this Agreement;

- ii. disqualification of the Contractor from being considered for or being awarded a County contract for a period of up to 3 years;
- iii. liquidated damages of \$2,500 per violation; and/or
- iv. imposition of other appropriate contractual and civil remedies and sanctions, as determined by the County Executive Officer.

To effectuate the provisions of this Section, the County Executive Officer shall have the authority to offset all or any portion of the amount described in this Section against amounts due to Contractor under this Agreement or any other agreement between Contractor and County.

h. Compliance with Living Wage Ordinance

As required by Chapter 2.88 of the San Mateo County Ordinance Code, Contractor certifies all contractor(s) and subcontractor(s) obligated under this contract shall fully comply with the provisions of the County of San Mateo Living Wage Ordinance, including, but not limited to, paying all Covered Employees the current Living Wage and providing notice to all Covered Employees and Subcontractors as required under the Ordinance.

13. Compliance with County Employee Jury Service Ordinance

Contractor shall comply with Chapter 2.85 of the County's Ordinance Code, which states that Contractor shall have and adhere to a written policy providing that its employees, to the extent they are full-time employees and live in San Mateo County, shall receive from the Contractor, on an annual basis, no fewer than five days of regular pay for jury service in San Mateo County, with jury pay being provided only for each day of actual jury service. The policy may provide that such employees deposit any fees received for such jury service with Contractor or that the Contractor may deduct from an employee's regular pay the fees received for jury service in San Mateo County. By signing this Agreement, Contractor certifies that it has and adheres to a policy consistent with Chapter 2.85. For purposes of this Section, if Contractor has no employees in San Mateo County, it is sufficient for Contractor to provide the following written statement to County: "For purposes of San Mateo County's jury service ordinance, Contractor certifies that it has no full-time employees who live in San Mateo County. To the extent that it hires any such employees during the term of its Agreement with San Mateo County, Contractor shall adopt a policy that complies with Chapter 2.85 of the County's Ordinance Code." The requirements of Chapter 2.85 do not apply unless this Agreement's total value listed in the Section titled "Payments", exceeds two-hundred thousand dollars (\$200,000); Contractor acknowledges that Chapter 2.85's requirements will apply if this Agreement is amended such that its total value exceeds that threshold amount.

14. Retention of Records; Right to Monitor and Audit

(a) Contractor shall maintain all required records relating to services provided under this Agreement for three (3) years after County makes final payment and all other pending matters are closed, and Contractor shall be subject to the examination and/or audit by County, a Federal grantor agency, and the State of California.

(b) Contractor shall comply with all program and fiscal reporting requirements set forth by applicable Federal, State, and local agencies and as required by County.

(c) Contractor agrees upon reasonable notice to provide to County, to any Federal or State department having monitoring or review authority, to County's authorized representative, and/or to any of their respective audit agencies access to and the right to examine all records and documents necessary to determine compliance with relevant Federal, State, and local statutes, rules, and regulations, to determine compliance with this Agreement, and to evaluate the quality, appropriateness, and timeliness of services performed.

15. Merger Clause; Amendments

This Agreement, including the Exhibits and Attachments attached to this Agreement and incorporated by reference, constitutes the sole Agreement of the parties to this Agreement and correctly states the rights, duties, and obligations of each party as of this document's date. In the event that any term, condition, provision, requirement, or specification set forth in the body of this Agreement conflicts with or is inconsistent with any term, condition, provision, requirement, or specification in any Exhibit and/or Attachment to this Agreement, the provisions of the body of the Agreement shall prevail. Any prior agreement, promises, negotiations, or representations between the parties not expressly stated in this document are not binding. All subsequent modifications or amendments shall be in writing and signed by the parties.

16. Controlling Law; Venue

The validity of this Agreement and of its terms, the rights and duties of the parties under this Agreement, the interpretation of this Agreement, the performance of this Agreement, and any other dispute of any nature arising out of this Agreement shall be governed by the laws of the State of California without regard to its choice of law or conflict of law rules. Any dispute arising out of this Agreement shall be venued either in the San Mateo County Superior Court or in the United States District Court for the Northern District of California.

17. Notices

Any notice, request, demand, or other communication required or permitted under this Agreement shall be deemed to be properly given when both: (1) transmitted via facsimile to the telephone number listed below or transmitted via email to the email address listed below; and (2) sent to the physical address listed below by either being deposited in the United States mail, postage prepaid, or deposited for overnight delivery, charges prepaid, with an established overnight courier that provides a tracking number showing confirmation of receipt.

In the case of County, to:

Name/Title: Michael del Rosario, Director of Correctional Health Services
Address: 300 Bradford Street Redwood City, CA 94063
Telephone: (650) 363-7876

Facsimile: (650) 599-1082
Email: mdelrosario@smcgov.org

In the case of Contractor, to:

Name/Title: Ken Carabello, VP of Operations & Herbert T. Caskey, M.D.,
President
Address: 401 East City Avenue, Suite 820, Bala Cynwyd, PA 19004
Telephone: (610) 668-8800
Facsimile: (610) 667-5559
Email: ken.carabello@libertyhealth.com & cathy.oblea@libertyhealth.com

18. Payment of Permits/Licenses

Contractor bears responsibility to obtain any license, permit, or approval required from any agency for work/services to be performed under this Agreement at Contractor's own expense prior to commencement of said/work services. Failure to do so will result in forfeit of any right to compensation under this Agreement. Notwithstanding anything set forth herein, County is responsible for obtaining licensing for the psychiatric unit located in the MCF as described in Exhibit "A" attached. Further, contractor may use non-licensed staff with written permission from the County.

19. Electronic Signature

Both County and Contractor wish to permit this Agreement and future documents relating to this Agreement to be digitally signed in accordance with California law and County's Electronic Signature Administrative Memo. Any party to this Agreement may revoke such agreement to permit electronic signatures at any time in relation to all future documents by providing notice pursuant to this Agreement.

* * *

In witness of and in agreement with this Agreement's terms, the parties, by their duly authorized representatives, affix their respective signatures:

For Contractor: Liberty Healthcare Corporation

By:  5/17/23
Contractor Signature Date

Herbert T. Caskey, M.D.,
President

Contractor Name (please print)

COUNTY OF SAN MATEO

By:

President, Board of Supervisors, San Mateo County

Date:

ATTEST:

By:

Clerk of Said Board

Exhibit A

In consideration of the payments set forth in Exhibit B, Contractor shall provide the following services:

Contractor shall assume responsibility for the provision of acute inpatient psychiatric services to adult detainees admitted to the Jail Inpatient Unit (JIU) within an existing 10-bed housing unit in the Maguire Correctional Facility (MCF). This care includes facilitating and participating in the judicial hearings necessary for involuntary treatment by use of medications as required under Lanterman-Petris Short (LPS) Act.

Duties and Responsibilities: County

- a. Provide for Sheriff's Deputy staffing on the JIU, 24 hours a day, 7 days a week.
- b. Provide for the safety and security of the MCF, Contractor's staff, patients and all necessary transportation of inmates being admitted, transported and/or discharge from the JIU as needed.
- c. Provide at least one secure administrative office and one secure nursing office that are located within the JIU. The administrative office shall be equipped with at least two workstations and two phone lines. The nursing office shall include at least two workstations, one phone line, locked cabinetry for medical and/or medication storage and a sink.
- d. Provide clinical space in the form of a 176 sq. ft multipurpose room, administrative supplies as well as furniture, equipment and services including but not limited to: computers, printers, software, internet, phone, facsimile and copy machines.
- e. Provide utility, janitorial, facilities, maintenance, laundry, clothing, and food/beverage services.
- f. Provide training for Contractor's staff on all relevant security and jail policies.
- g. County shall provide all medical care for patients/inmates which shall include but not be limited to providing access to Correctional Health Services (CHS) resources for primary and specialty medical (e.g., physical/nonpsychiatric) care needs of patients/inmates. This includes the services of primary care medical providers and specialists as well as access to onsite capabilities including but not limited to nonprescription medications, first aid supplies, EKG, phlebotomy, radiology, and other diagnostic tools that are available on-site in the CHS clinic.
- h. Provide access to the CHS medical record system.
- i. Provide access to the San Mateo Medical Center and/or non-contract medical provider for non-psychiatric medical emergency services or inpatient care and incur the cost.
- j. Provide for psychotropic and other medications as prescribed in accordance with the County's current formulary and incur the cost.

Duties and Responsibilities: Contractor

a. General Requirements:

- (1) Provide acute psychiatric services in a humane manner with respect for inmates' rights to timely and appropriate care;
- (2) Be available twenty-four (24 hours a day, seven (7) days a week;

- (3) Utilize appropriate mental health service personnel, in accordance with their scope of practice, who are certified and licensed as required in California’
- (4) Provide administrative leadership that provides for both cost accountability and responsiveness to the County Project Manager;
- (5) Assure that State, federal, and community requirements and standards of care are met, including but not limited to California Administrative Code Title 15, Division 1, Subchapter 4, Minimum Standards for local detention facilities;
- (6) Provide staff for hearings in accordance with California’s Welfare and Institution Code 5250 through 5277, as well as for Riese and Meredith hearings for the administration of involuntary medication;
- (7) Ensure that National Commission on Correctional Health Care (NCCHC) accreditation standards are maintained;
- (8) At all times meet staffing levels in compliance with Title 15 and Title 22 and the specifications set forth in this RFP and any subsequent agreement;
- (9) The JIU Director will participate or designate staff that will recommend step down housing recommendations to Custody classification;
- (10) Comply with staffing requirements or inpatient services contained in California Code of Regulations, Title 9, Section 663. Behavioral Health and Recovery Services will monitor the JIU for staffing compliance. The JIU is approved to provide inpatient services by the Department of Health Care Services (DHCS).

b. Care and Treatment Requirements:

- (1) Provide twenty-four (24) hour/day acute inpatient psychiatric service analogous to those provided in an acute inpatient psychiatric hospital in the community. This may include the use of on-call service, subject to agreement;
- (2) For each inmate in the JIU, provide individual psychiatric services including but not limited to full evaluation, treatment planning, treatment administration, monitoring, and follow-up that is within the accepted standard of psychiatric care and that evolves as indicated by the patient’s clinical status;
- (3) Continue to provide intensive clinical and behavioral support for inmates who have improved to a sub-acute level of care (e.g., an inmate who is improving and taking medication voluntarily but is still too ill to function appropriately in the general population);
- (4) Provide distribution, administration and management of psychiatric medications including voluntary and involuntary injections of psychiatric medications as needed and appropriate;
- (5) Use the County’s approved psychiatric medication formulary and CHS pharmaceutical provider. The cost of medications will be covered by the County. Use CHS on-site medication room for medication preparation unless an alternative site is mutually agreed upon. Coordinate with CHS to access available medical services (e.g., phlebotomy, EKG) as needed;
- (6) Coordinate intake processes with CHS including specific criteria for consideration of acute inpatient psychiatric services. Provide intake plan for acute inpatient services when all beds are full in the JIU and there are pending inmates that require acute care. Coordinate discharge planning processes with CHS. Most inmates discharged from the JIU will return to the custodial

care of CHS for the duration of their incarceration. However, there may be rare cases when an inmate is released from custody directly from the JIU. In these cases, contracting staff are expected to meet with CHS staff to collaboratively plan for the continued provision of care and services after the inmate's release from custody;

(7) Develop and maintain effective communication and working relationships with CHS, Behavioral Health and Recovery Services, San Mateo Medical Center Psychiatric Emergency Services, the Sheriff's Office, and associated county programs in the interest of reducing recidivism and providing continuing care for former inmates released to the community;

(8) Ensure that standardized procedures and documentation are in accordance with California Mental Health Laws and Regulations, Title 9, Rehabilitative and Developmental Services.

c. Medical Records Requirements:

(1) Agree that all mental health records are the property of County;

(2) Maintain mental health records in accordance with all applicable laws, regulations and rules for every inmate receiving treatment in the JIU. This would include but not limited to round-the-clock nursing notes documented every shift and daily notes by psychiatrists and social workers;

(3) Adhere to applicable informed consent regulations and standards;

(4) Operate on the same medical record system as CHS.

d. Administrative Requirements:

(1) Provide staffing patterns that enable the safe and secure housing of patients on 5150 and 5250 holds while conducting the necessary hearings onsite to justify detainment and administration of involuntary medication. Provide adequate staff to safely monitor and emergently treat patients who may suffer adverse effects from involuntary medication;

(2) Provide at least one psychiatrist at all times to provide around the clock coverage of a 10-bed JIU. This may include on-call coverage after hours and on weekends, subject to agreement;

(3) Provide at least one registered nurse (RN) at all times to be physically present on the JIU around the clock. RN duties will include nursing assessment and treatment, medication administration, fulfillment of provider orders, monitoring of side effects, and communication with the treatment team;

(4) Provide a JIU supervisor, such as a psychiatric charge nurse or licensed psychologist, to oversee the unit. This supervisor will work closely with supervising FMH clinicians to support the timely movement of inmates across the jails' continuum of psychiatric care;

(5) Allow time for staff (generally psychiatrists or staff psychologists) to provide testimony to court regarding specific inmates when required and/or necessary;

(6) Be willing to work with the Sheriff's Office, CHS, and the Courts to implement the use of teleconferencing as a potential option for LPS related court hearings.

(7) Periodically allow unlicensed CHS Staff on the unit to conduct groups and social interactions with inmates in preparation for transfer to lower levels of care;

(8) If DHCS authorizes in-custody billing, manage and report JIU billing.

(9) Work with CHS in resolving inmate grievances related to services provided in the JIU in accordance with the Sheriff's Office Inmate Grievance policy and procedure Title 15, Article 6, 1073 Inmate Grievance procedure. Participate as a team member in the CHS Quality Assurance/Improvement program and participate in the Quality Improvement Committee.

e. Reporting Requirements:

California's Welfare and Institutions Code Section 5402 requires quarterly reporting on the number of persons admitted to an LPS approved treatment program within a jail facility. Contractor will report the following to CHS on a monthly basis which shall include but are not limited to:

- (1) Census on the number of admissions both voluntary and involuntary, discharges, average length of stay, average daily census, primary diagnosis, and any demographic information such as age, race, gender;
- (2) Utilization information on the number of clinical assessments, individual sessions, treatment groups, clinical contacts; medication management sessions, suicide prevention, and number of inmates who required restraints;
- (3) Medication information on the number/percent of patients prescribed psychotropic medications, number/percent of patients who are fully medication compliant, intermittently compliant, refusing medication and involuntary medication administration.
- (4) Quality Management data such as number of patient grievances, chart reviews (e.g., Quality Assurance checks).

f. Background Checks:

All staff employed by Contractor who will work within the Sheriff's facilities are required to undergo a hiring background screening investigation that includes fingerprinting, background questionnaires, and records verification. Additionally, all staff must successfully maintain annual clearance. The Sheriff's Office retains the exclusive right to deny access to MCF based on information obtained through this process. The denial of access for any given staff shall not excuse Contractor from any obligations under this Agreement.

Exhibit B

In consideration of the services provided by Contractor described in Exhibit A and subject to the terms of the Agreement, County shall pay Contractor monthly based on the following fee schedule and terms:

a. Contractor shall provide a monthly invoice to include services performed under this Agreement within approximately fifteen (15) days at the end of the previous month. Monthly invoices should be rendered to:

Maguire Correctional Facility
300 Bradford Street
Redwood City, CA 94063
Attn: Correctional Health Accounts Payable

b. County shall make payment to Contractor within thirty (30) days after receipt of invoice or the resolution of any billing dispute.

c. County reserves the right to reduce payment for services rendered by personnel to the extent that said services are less than the services set forth in the Staffing Plan of this Agreement, as set forth in the Budget Detail, attached as Exhibit "C".

d. Contractor shall accept all payments from County via electronic fund transfer (EFT) directly deposited into the Contractor's designated checking or other bank account.

e. Contractor shall promptly comply with directions and accurately complete forms provided by County required to process EFT payments.

f. Contractor shall be paid on a 1/12th allocation of the annual contract amount as outlined in the budget below:

- July 1, 2023 to June 30, 2024 (Year 1) – A monthly amount of TWO HUNDRED NINETY-TWO THOUSAND FORTY-NINE DOLLARS AND EIGHTY-THREE CENTS (\$292,049.83).
- July 1, 2024 to June 30, 2025 (Year 2) – A monthly amount of THREE HUNDRED THREE THOUSAND SEVEN HUNDRED THIRTY-ONE DOLLARS AND NINETY-TWO CENTS (\$303,731.92).
- July 1, 2025 to June 30, 2026 (Year 3) – A monthly amount of THREE HUNDRED FIFTEEN THOUSAND EIGHT HUNDRED EIGHTY-ONE DOLLARS AND TWENTY-FIVE CENTS (\$315,881.25)

g. In any event, total payment for services of Contractor under this Agreement shall not exceed TEN MILLION NINE HUNDRED THIRTY-NINE THOUSAND NINE HUNDRED FIFTY-SIX DOLLARS (\$10,939,956).

EXHIBIT C - COUNTY OF SAN MATEO CORRECTIONAL HEALTH SERVICES DIVISION ~ Detailed Budget

Acute Inpatient Psychiatric Services for Adult Detainees

July 1, 2023 to June 30, 2026

Personnel Costs:			Full-time				
Employee Salaries	Title	Salary	Equivalent	YEAR 1	YEAR 2	YEAR 3	TOTAL
To be named later	Executive Director	191,321	100.0%	191,321.00	198,974.00	206,933.00	597,228.00
To be named later	Mental Health Worker	69,433	546.0%	379,105.00	394,269.00	410,040.00	1,183,414.00
To be named later	Psychiatrist	399,524	100.0%	399,524.00	415,505.00	432,125.00	1,247,154.00
To be named later	Psychiatrist PRN	416,000	51.5%	214,400.00	222,976.00	231,895.00	669,271.00
To be named later	Office Assistant	71,770	100.0%	71,770.00	74,641.00	77,627.00	224,038.00
To be named later	Recreational Therapist	75,027	100.0%	75,027.00	78,028.00	81,149.00	234,204.00
To be named later	Registered Nurse	156,000	546.0%	851,760.00	885,830.00	921,263.00	2,658,853.00
To be named later	Clinical Director	120,000	100.0%	120,000.00	124,800.00	129,792.00	374,592.00
				0.00	0.00	0.00	0.00
				0.00	0.00	0.00	0.00
1a) Total Employee Salaries				2,302,907.00	2,395,023.00	2,490,824.00	7,188,754.00
Employee Benefits	Fringe Benefit Rate (%/ \$)						
To be named later	19%			36,638.00	38,104.00	39,628.00	114,370.00
To be named later	31%			118,733.00	123,482.00	128,421.00	370,636.00
To be named later	19%			75,685.00	78,712.00	81,860.00	236,257.00
To be named later	17%			36,315.00	37,768.00	39,279.00	113,362.00
To be named later	22%			15,959.00	16,597.00	17,261.00	49,817.00
To be named later	37%			27,970.00	29,089.00	30,253.00	87,312.00
To be named later	22%			183,767.00	191,118.00	198,763.00	573,648.00
To be named later	24%			29,273.00	30,444.00	31,662.00	91,379.00
1b) Total Employee Benefits				524,340.00	545,314.00	567,127.00	1,636,781.00
1c) Total Personnel Costs				2,827,247.00	2,940,337.00	3,057,951.00	8,825,535.00
Operating Costs:							
Staff Development							
Enter Description Here				0.00	0.00	0.00	0.00
Enter Description Here				0.00	0.00	0.00	0.00
Enter Description Here				0.00	0.00	0.00	0.00
2a) Total Staff Development				0.00	0.00	0.00	0.00
Other Operating Supplies							
Training				3,000.00	3,120.00	3,245.00	9,365.00
Cell Phone/Office Supplies				12,215.00	12,704.00	13,212.00	38,131.00
Contract Management				3,000.00	3,120.00	3,245.00	9,365.00
Recruitment/Credentialing				15,000.00	15,600.00	16,224.00	46,824.00
Legal Fees				60,036.00	62,437.00	64,934.00	187,407.00
2b) Total Other Operating Supplies				93,251.00	96,981.00	100,860.00	291,092.00
2c) Total Operating Costs				93,251.00	96,981.00	100,860.00	291,092.00
Subcontracts/Professional Services Costs:							
Enter The Name of Your 1st Subcontractor Here				0.00	0.00	0.00	0.00
Enter The Name of Your 2nd Subcontractor Here				0.00	0.00	0.00	0.00
3a) Total Subcontracts/Professional Services Costs				0.00	0.00	0.00	0.00
4) Subtotal Proposed Budget (Direct Costs)				2,920,498.00	3,037,318.00	3,158,811.00	9,116,627.00
5) Administrative Overhead/Indirect Costs:							
Overhead/Indirect Cost Type	Cost Rate (%)	Cost Base	Year				
Administrative Overhead	15.0%	2,920,498.00	1	438,075.00	455,598.00	473,822.00	1,367,495.00
Administrative Overhead	15.0%	3,037,318.00	2				
Administrative Overhead	15.0%	3,158,811.00	3				
6) Management Fees (5% of Direct Costs)				146,025.00	151,866.00	157,941.00	455,832.00
7) Total Proposed Budget				3,504,598.00	3,644,782.00	3,790,574.00	10,939,954.00

Note:

Amounts represent estimated costs used to develop the rates on which payments due to the Contractor shall be calculated. Estimated costs are for illustrative purposes only, may differ from actual costs and may contain an element of profit. Differences between actual and estimated costs shall not affect payments due to Contractor.

Attachment H

Health Insurance Portability and Accountability Act (HIPAA) Business Associate Requirements

DEFINITIONS

Terms used, but not otherwise defined, in this Schedule shall have the same meaning as those terms are defined in 45 Code of Federal Regulations (CFR) sections 160.103, 164.304, and 164.501. All regulatory references in this Schedule are to Title 45 of the Code of Federal Regulations unless otherwise specified.

- a. **Business Associate.** "Business Associate" shall generally have the same meaning as the term "business associate" at 45 CFR 160.103, and in reference to the parties to this agreement shall mean Contractor.
- b. **Covered Entity.** "Covered entity" shall generally have the same meaning as the term "covered entity" at 45 CFR 160.103, and in reference to the party to this agreement shall mean County.
- c. **HIPAA Rules.** "HIPAA rules" shall mean the Privacy, Security, Breach Notification and Enforcement Rules at 45 CFR part 160 and part 164, as amended and supplemented by Subtitle D of the Health Information Technology for Economic and Clinical Health Act provisions of the American Recovery and Reinvestment Act of 2009.
- d. **Designated Record Set.** "Designated Record Set" shall have the same meaning as the term "designated record set" in Section 164.501.
- e. **Electronic Protected Health Information.** "Electronic Protected Health Information" (EPHI) means individually identifiable health information that is transmitted or maintained in electronic media; it is limited to the information created, received, maintained or transmitted by Business Associate from or on behalf of Covered Entity.
- f. **Individual.** "Individual" shall have the same meaning as the term "individual" in Section 164.501 and shall include a person who qualifies as a personal representative in accordance with Section 164.502(g).
- g. **Privacy Rule.** "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Part 160 and Part 164, Subparts A and E.
- h. **Protected Health Information.** "Protected Health Information" (PHI) shall have the same meaning as the term "protected health information" in Section 160.103 and is limited to the information created or received by Business Associate from or on behalf of County.
- i. **Required By Law.** "Required by law" shall have the same meaning as the term "required by law" in Section 164.103.
- j. **Secretary.** "Secretary" shall mean the Secretary of the United States Department of Health and Human Services or his or her designee.
- k. **Breach.** The acquisition, access, use, or disclosure of PHI in violation of the Privacy Rule that compromises the security or privacy of the PHI and subject to the exclusions set forth in Section 164.402. Unless an exception applies, an impermissible use or disclosure of PHI *is presumed* to be a breach, unless it can be demonstrated there is a low

probability that the PHI has been compromised based upon, at minimum, a four-part risk assessment:

1. Nature and extent of PHI included, identifiers and likelihood of re-identification;
 2. Identity of the unauthorized person or to whom impermissible disclosure was made;
 3. Whether PHI was actually viewed or only the opportunity to do so existed;
 4. The extent to which the risk has been mitigated.
- l. **Security Rule.** "Security Rule" shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 CFR Part 160 and Part 164, Subparts A and C.
- m. **Unsecured PHI.** "Unsecured PHI" is protected health information that is not rendered unusable, unreadable, or indecipherable to unauthorized individuals through the use of a technology or methodology specified by the Secretary in relevant HHS guidance.
- n. **Security Incident.** "Security Incident" shall mean the attempted or successful unauthorized access, use, disclosure, modification, or destruction of information or interference with systems operations in an information system. "Security Incident" includes all incidents that constitute breaches of unsecured protected health information.

OBLIGATIONS AND ACTIVITIES OF CONTRACTOR AS BUSINESS ASSOCIATE

- a. Business Associate agrees to not use or further disclose Protected Health Information other than as permitted or required by the Agreement or as required by law.
- b. Business Associate agrees to use appropriate safeguards to comply with Subpart C of 45 CFR part 164 with respect to EPHI and PHI, and to prevent the use or disclosure of the Protected Health Information other than as provided for by this Agreement.
- c. Business Associate agrees to make uses and disclosures requests for Protected Health Information consistent with minimum necessary policy and procedures.
- d. Business Associate may not use or disclose protected health information in a manner that would violate subpart E of 45 CFR part 164.504 if used or disclosed by Covered Entity.
- e. Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of Protected Health Information by Business Associate in violation of the requirements of this Agreement.
- f. Business Associate agrees to report to County any use or disclosure of Protected Health Information not authorized by this Agreement.
- g. Business Associate agrees to ensure that any agent, including a subcontractor, to whom it provides Protected Health Information received from, or created or received by Business Associate on behalf of County, agrees to adhere to the same restrictions and conditions that apply through this Agreement to Business Associate with respect to such information.
- h. If Business Associate has Protected Health Information in a Designated Record Set, Business Associate agrees to provide access, at the request of County, and in the time and manner designated by County, to Protected Health Information in a Designated Record Set, to County or, as directed by County, to an Individual in order to meet the requirements under Section 164.524.

- i. If Business Associate has Protected Health Information in a Designated Record Set, Business Associate agrees to make any amendment(s) to Protected Health Information in a Designated Record Set that the County directs or agrees to make pursuant to Section 164.526 at the request of County or an Individual, and in the time and manner designed by County.
- j. Business Associate agrees to make internal practices, books, and records relating to the use and disclosure of Protected Health Information received from, or created or received by Business Associate on behalf of County, available to the County at the request of County or the Secretary, in a time and manner designated by the County or the Secretary, for purposes of the Secretary determining County's compliance with the Privacy Rule.
- k. Business Associate agrees to document such disclosures of Protected Health Information and information related to such disclosures as would be required for County to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with Section 164.528.
- l. Business Associate agrees to provide to County or an Individual in the time and manner designated by County, information collected in accordance with Section (k) of this Schedule, in order to permit County to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with Section 164.528.
- m. Business Associate shall implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of EPHI that Business Associate creates, receives, maintains, or transmits on behalf of County.
- n. Business Associate shall conform to generally accepted system security principles and the requirements of the final HIPAA rule pertaining to the security of health information.
- o. Business Associate shall ensure that any agent to whom it provides EPHI, including a subcontractor, agrees to implement reasonable and appropriate safeguards to protect such EPHI.
- p. Business Associate shall report to County any Security Incident within five (5) business days of becoming aware of such incident. Business Associate shall also facilitate breach notification(s) to the appropriate governing body (i.e. HHS, OCR, etc.) as required by law. As appropriate and after consulting with County, Business Associate shall also notify affected individuals and the media of a qualifying breach.
- q. Business Associate understands that it is directly liable under the HIPAA rules and subject to civil and, in some cases, criminal penalties for making uses and disclosures of Protected Health Information that are not authorized by this Attachment, the underlying contract as or required by law.

PERMITTED USES AND DISCLOSURES BY CONTRACTOR AS BUSINESS ASSOCIATE

- a. **General Use and Disclosure.** Except as otherwise limited in this Schedule, Business Associate may use or disclose Protected Health Information to perform functions, activities, or services for, or on behalf of, County as specified in the Agreement;

provided that such use or disclosure would not violate the Privacy Rule if done by County.

b. **Specific Use and Disclosure Provisions.** Business Associate may use and disclose PHI for the proper management and administration of Business Associate or to meet its legal responsibilities.

c. **Report Violations.** Business Associate may use and disclose PHI to report violations of law to appropriate federal and state authorities, consistent with 45 CFR § 164.502(j)(1).

d. **Data Aggregation.** Business Associate may use and disclose PHI it receives to provide Data Aggregation services for the healthcare operations of County.

e. **De-Identified Information.** Business Associate may de-identify any and all PHI provided that the de-identification conforms to the requirements of 45 CFR § 164.514(b) and that Business Associate maintains such documentation as required by applicable law. The Parties understand that properly de-identified information is not PHI under the terms of this Agreement.

OBLIGATIONS OF COUNTY

- a. County shall provide Business Associate with the notice of privacy practices that County produces in accordance with Section 164.520, as well as any changes to such notice.
- b. County shall provide Business Associate with any changes in, or revocation of, permission by Individual to use or disclose Protected Health Information, if such changes affect Business Associate's permitted or required uses and disclosures.
- c. County shall notify Business Associate of any restriction to the use or disclosure of Protected Health Information that County has agreed to in accordance with Section 164.522.

PERMISSIBLE REQUESTS BY COUNTY

County shall not request Business Associate to use or disclose Protected Health Information in any manner that would not be permissible under the Privacy Rule if so requested by County, unless the Business Associate will use or disclose Protected Health Information for, and if the Agreement provides for, data aggregation or management and administrative activities of Business Associate.

DUTIES UPON TERMINATION OF AGREEMENT

- a. Upon termination of the Agreement, for any reason, Business Associate shall return or destroy all Protected Health Information received from County, or created, maintained, or received by Business Associate on behalf of County, that Business Associate still maintains in any form. This provision shall apply to Protected Health Information that is in the possession of subcontractors or agents of Business Associate. Business Associate shall retain no copies of the Protected Health Information.
- b. In the event that Business Associate determines that returning or destroying Protected Health Information is infeasible, Business Associate shall provide to County notification of the conditions that make return or destruction infeasible. Upon mutual agreement of the Parties that return or destruction of Protected Health Information is infeasible,

Business Associate shall extend the protections of the Agreement to such Protected Health Information and limit further uses and disclosures of such Protected Health Information to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such Protected Health Information.

MISCELLANEOUS

- a. **Regulatory References.** A reference in this Schedule to a section in the HIPAA Privacy Rule means the section as in effect or as amended, and for which compliance is required.
- b. **Amendment.** The Parties agree to take such action as is necessary to amend this Schedule from time to time as is necessary for County to comply with the requirements of the Privacy Rule and the Health Insurance Portability and Accountability Act, Public Law 104-191.
- c. **Survival.** The respective rights and obligations of Business Associate under this Schedule shall survive the termination of the Agreement.
- d. **Interpretation.** Any ambiguity in this Schedule shall be resolved in favor of a meaning that permits County to comply with the Privacy Rule.
- e. **Reservation of Right to Monitor Activities.** County reserves the right to monitor the security policies and procedures of Business Associate.

ATTACHMENT I

Assurance of Compliance with Section 504 of the Rehabilitation Act of 1973, as Amended

The undersigned (hereinafter called "Contractor(s)") hereby agrees that it will comply with Section 504 of the Rehabilitation Act of 1973, as amended, all requirements imposed by the applicable DHHS regulation, and all guidelines and interpretations issued pursuant thereto.

The Contractor(s) gives/give this assurance in consideration of for the purpose of obtaining contracts after the date of this assurance. The Contractor(s) recognizes/recognize and agrees/agree that contracts will be extended in reliance on the representations and agreements made in this assurance. This assurance is binding on the Contractor(s), its successors, transferees, and assignees, and the person or persons whose signatures appear below are authorized to sign this assurance on behalf of the Contractor(s).

The Contractor(s): (Check a or b)

- ☐ a. Employs fewer than 15 persons.
- ☒ b. Employs 15 or more persons and, pursuant to section 84.7 (a) of the regulation (45 C.F.R. 84.7 (a), has designated the following person(s) to coordinate its efforts to comply with the DHHS regulation.

Name of 504 Person: Ken Carabello

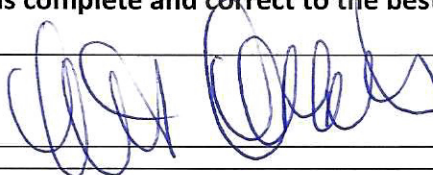
Name of Contractor(s): Liberty Healthcare Corporation

Street Address or P.O. Box: 401 E. City Ave., Ste. 820

City, State, Zip Code: Bala Cynwyd, PA 19004

I certify that the above information is complete and correct to the best of my knowledge

Signature:



Title of Authorized Official: Herbert T. Caskey, M.D.

Date:

5/17/23

*Exception: DHHS regulations state that: "If a recipient with fewer than 15 employees finds that, after consultation with a disabled person seeking its services, there is no method of complying with (the facility accessibility regulations) other than making a significant alteration in its existing facilities, the recipient may, as an alternative, refer the handicapped person to other providers of those services that are accessible."