

**AGREEMENT BETWEEN THE COUNTY OF SAN MATEO
AND THE COUNTY OF SANTA CLARA
FOR ACUTE INPATIENT MENTAL HEALTH SERVICES FOR INMATES**

This Agreement is entered into by and between the County of San Mateo (COUNTY) and the County of Santa Clara (CONTRACTOR).

RECITALS

The COUNTY desires to retain CONTRACTOR for the purpose of performing the professional services in this Agreement related to the provision of acute inpatient mental health services for San Mateo County inmates, as more fully described in this Agreement; and

In the process of providing services, the parties will be exchanging individually identifiable health information that is protected by applicable state and federal law; and

Under California Government Code, Section 31000, COUNTY may contract with independent contractors for the furnishing of such services to or for COUNTY or any department thereof.

Now, the parties agree as follows:

I. Obligations of CONTRACTOR

In consideration of the payments set forth in this Agreement, CONTRACTOR, under the general direction of the Mental Health Program Supervisor or designee, with respect to the product or result of CONTRACTOR's services, shall provide Acute Inpatient Mental Health Services as described in Exhibit A. Such services shall be provided in a professional and diligent manner.

With respect to said services, CONTRACTOR shall cooperate with COUNTY in case management and care coordination, outcomes, quality assurance, transition and transfer coordination and other administrative activities inherent in the management of services rendered under this Agreement.

II. Obligations of COUNTY

- A. COUNTY will provide CONTRACTOR with a complete assessment by a licensed clinician for each inmate/patient receiving services under the terms of this Agreement, except that this obligation shall not attach when there is no mental health professional on site or when an inmate/patient is being transported pursuant to Welfare and Institutions Code, Section 5150 following a recommendation from an "on-call" San Mateo Correctional Health professional.
- B. Upon transport, or as soon as is practicable thereafter, COUNTY will provide CONTRACTOR with background information on each inmate/patient that is pertinent to the inmate/patient's psychiatric treatment, which is outlined in the Admissions Checklist and attached as Exhibit D, including, but not limited to,

criminal charges, violence potential, treatment history and medications prior to incarceration. COUNTY will designate a contact person who will respond in a timely manner to the requests of CONTRACTOR's acute psychiatric staff for collateral information from other treatment facilities in COUNTY.

- C. If a COUNTY inmate/patient is determined to require a temporary conservatorship, COUNTY will be responsible for obtaining the necessary documentation from CONTRACTOR and initiating conservatorship proceedings through the Court and the Public Guardian's Office in San Mateo County, ensuring that time lines are met and the conservatorship is granted. COUNTY shall maintain any conservatorship until the patient is released from custody. CONTRACTOR will cooperate with COUNTY to provide the necessary documentation in a timely manner.
- D. In the event that CONTRACTOR provides County Counsel or Public Defender legal services for *Riese* Hearings, capacity hearings, hearings under Welfare and Institutions Code section 5250, et seq., or related court proceedings involving COUNTY inmates/patients, COUNTY will pay hourly rate for attorney and paralegal time. COUNTY will also pay the fee for a Santa Clara County Court hearing officer. CONTRACTOR shall pass through the expense of the hearing officer, paralegal and attorney at the same rate CONTRACTOR is charged with no additional markup for the hourly rate of the individuals involved in the *Riese* Hearings.
- E. The parties believe that a valid "*Riese* Hearing" appropriately conducted by a Santa Clara County hearing officer in which there is a finding of no capacity to give informed consent is sufficient justification for administration of psychotropic medication for a San Mateo County inmate/patient who refuses medication, absent an order to the contrary issued by a court of competent jurisdiction.
- F. CONTRACTOR will be responsible for initiating a *Riese* Hearing and a 14-day Certification Hearing under Welfare and Institutions Code Section 5250 when necessary.

COUNTY is solely responsible for obtaining any necessary documentation to comply with any laws or regulations regarding the removal, transfer or transporting of inmates for medical or mental health treatment. Any necessary documentation within the ownership or control of CONTRACTOR shall be provided to COUNTY in an expeditious and statutorily compliant manner and shall not be unreasonably withheld.
- G. If CONTRACTOR determines that a Meredith Hearing is necessary due to medication non-compliance, the CONTRACTOR's Acute Psychiatric Unit Case Manager will notify the COUNTY. Upon notice from CONTRACTOR, COUNTY will make provisions for a Meredith hearing in the COUNTY's Superior Court.

III. Payments

- A. Rate of Payment: The rate and terms of payment shall be as specified in Exhibit B. Any rate increase not specified in this Agreement is subject to approval of the Mental

Health Program Supervisor or designee, and shall not be binding on COUNTY unless so approved in writing. Each payment shall be conditioned on performance of the services described in Exhibit A to the full satisfaction of COUNTY. The total amount of this Agreement shall not exceed **\$5,975,000**.

- B. Time Limit for Submitting Invoices: CONTRACTOR shall submit an invoice for services to COUNTY for payment in accordance with the provisions of Exhibit B. COUNTY shall not be obligated to pay CONTRACTOR for the services covered by any invoice if CONTRACTOR presents the invoice to COUNTY more than 180 days after the date CONTRACTOR renders the services, or more than 90 days after this Agreement terminates, whichever is earlier.
- C. Billing for Federal Inmate: If COUNTY sends a Federal Inmate/Patient to CONTRACTOR for treatment/services, COUNTY shall be responsible for paying the CONTRACTOR'S invoice and seeking reimbursement from the Federal U.S. Marshall pursuant to any existing contract between COUNTY and the Federal U.S. Marshall.

IV. Relationship of Parties

It is expressly understood that this is an Agreement between two independent contractors and that no agency, employee, partnership, joint venture or other relationship is established by this Agreement. The intent by both COUNTY and CONTRACTOR is to create an independent contractor relationship. Further, as an independent contractor, CONTRACTOR expressly acknowledges and accepts that it has no rights, benefits, privileges or claims in any form whatsoever under, from, through or pursuant to the San Mateo County Personnel Policies.

V. Mutual Indemnification

In lieu of and notwithstanding the pro rata risk allocation which might otherwise be imposed between the parties pursuant to California Government Code Section 895.6, the parties agree that all losses or liabilities incurred by a party shall not be shared pro rata but instead the COUNTY and CONTRACTOR agree that pursuant to California Government Code Section 895.4, each of the parties shall fully indemnify and hold each of the parties, their officers, board members, employees and agents, harmless from any claim, expense or cost, damage or liability imposed for injury (as defined by California Government Code Section 810.8) occurring by reason of the negligent acts or omissions or willful misconduct of the indemnifying party, its officers, board members, employees or agents, under or in connection with or arising out of any work, authority, or jurisdiction delegated to such other parties under this Agreement. No party, nor any officer, board member, employee or agent thereof shall be responsible for any damage or liability occurring by reason of the negligent acts or omissions or willful misconduct of other parties, their officers, board members, employees or agents, under or in connection with or arising out of any work, authority or jurisdiction delegated to such other parties under this Agreement.

VI. Workers Compensation and Employer Liability Insurance

In signing this Agreement, CONTRACTOR makes the following certification, as required by Section 1861 of the California Labor Code:

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

VII. Liability Insurance

It is understood and agreed that for all other purposes regarding mutual indemnification, CONTRACTOR has insurance coverage as outlined in Exhibit C or is self-insured under the applicable Government Code provisions. It is further understood and agreed that for all purposes regarding mutual indemnification, COUNTY has insurance coverage or is self-insured under the applicable Government Code provisions.

VIII. Non-Discrimination

COUNTY shall comply with all applicable Federal, State, and local laws and regulations including Santa Clara County policies concerning nondiscrimination and equal opportunity in contracting. Such laws include but are not limited to the following: Title VII of the Civil Rights Act of 1964 as amended; Americans with Disabilities Act of 1990; The Rehabilitation Act of 1973 (Sections 503 and 504); California Fair Employment and Housing Act (Government Code sections 12900 et seq.); and California Labor Code sections 1101 and 1102. COUNTY shall not discriminate against any subcontractor, employee, or applicant for employment because of age, race, color, national origin, ancestry, religion, sex/gender, sexual orientation, mental disability, physical disability, medical condition, political beliefs, organizational affiliations, or marital status in the recruitment, selection for training including apprenticeship, hiring, employment, utilization, promotion, layoff, rates of pay or other forms of compensation. Nor shall COUNTY discriminate in the provision of services provided under this contract because of age, race, color, national origin, ancestry, religion, sex/gender, sexual orientation, mental disability, physical disability, medical condition, political beliefs, organizational affiliations, or marital status.

IX. Assignments and Subcontracts

A. Without the formal approval of COUNTY, this Agreement is not assignable in whole or in part. Any assignment by CONTRACTOR without the approval is a material breach of the Agreement and shall automatically terminate this Agreement.

- B. CONTRACTOR shall not employ subcontractors or consultants to carry out the responsibilities undertaken pursuant to this Agreement without the formal approval of COUNTY, except in the event an inmate/patient receives urgent, emergency, inpatient or specialty medical care provided at a facility other than Santa Clara Valley Medical Center.
- C. All assignees, subcontractors, or consultants approved by COUNTY, shall be subject to the same terms and conditions applicable to CONTRACTOR under this Agreement, and CONTRACTOR shall be liable for the acts or omissions of its assignees, subcontractors, or consultants.
- D. All agreements between CONTRACTOR and assignee, subcontractor or consultant for services under this Agreement shall be in writing and shall be provided to COUNTY, except as provided in paragraph B above.
- E. Nothing in this Agreement precludes CONTRACTOR from hiring, by contract relationship, professional staff to perform services in CONTRACTOR's Mental Health Unit.

X. Amendment of Agreement

This Agreement is complete and contains all terms and conditions agreed upon by the parties. No amendment shall be valid unless made in writing and signed by the parties, and no oral understanding or agreement shall be binding on the parties.

XI. Records

- A. CONTRACTOR agrees to provide to COUNTY's authorized representatives, their appropriate audit agencies or to any federal or state department having monitoring or reviewing authority access to and the right to examine and audit all records and documents to evaluate the quality, appropriateness and timeliness of services performed.
- B. CONTRACTOR shall maintain and preserve all financial records relating to this Agreement until audit findings are resolved.

XII. Interpretation and Enforcement

- A. Notices. Any notice, request, demand or other communication required or permitted in this Agreement shall be deemed to be properly given when deposited in the United States Mail, postage prepaid, or when deposited with a public telegraph company for transmittal, charges prepaid, addressed;

In the case of San Mateo County, to:

Susan Kole, Director of Correctional Health
Correctional Health Services
San Mateo County
300 Bradford St.
Redwood City, CA 94603

Or such person or address as COUNTY may from time to time furnish to CONTRACTOR.

In the case of CONTRACTOR, to:

Maryann Barry
Santa Clara County Health and Hospital System
751 South Bascom Avenue
San Jose, CA 95128

With copy to:

Chwan-Fang Lee, Financial Services Manager
Santa Clara County Office of the Sheriff-Custody Bureau
180 W. Hedding St.
San Jose, CA 95110

- B. Controlling Law. The validity of this Agreement and of its terms or provisions, as well as the rights and duties of the parties in this Agreement, shall be governed by the laws of the State of California.

XIII. Term of Agreement

Subject to compliance with the terms and conditions of the Agreement, the term of this Agreement shall be from **July 1, 2015** through **June 30, 2020**. This Agreement may be terminated by either party with or without cause at any time upon 30-days written notice to the other party.

XIV. Termination

- A. This Agreement is contingent upon the appropriation of sufficient funding by the County of Santa Clara for the services covered by this Agreement. If funding is reduced or deleted by the County of Santa Clara for the services covered by this

Agreement, the County of Santa Clara has the option to either terminate this Agreement without notice and with no liability occurring to the County of Santa Clara or to offer an amendment to this Agreement indicating the reduced amount.

- B. If either party terminates this Agreement pursuant to the provision herein, COUNTY shall pick up or make alternate arrangements for transfer of each inmate/patient receiving services pursuant to this Agreement within 24 hours of the effective date of termination. COUNTY shall be responsible for payment to the County of Santa Clara pursuant to payment terms of this Agreement until such time as each inmate/patient is picked up or transferred.

XV. No-Smoking Policy

COUNTY and its employees, agents, and subcontractors shall comply with Santa Clara County's No Smoking Policy, as set forth in the Santa Clara County Board of Supervisors Policy Manual section 3.47 (as amended from time to time), which prohibits smoking: (1) at the Santa Clara Valley Medical Center Campus and all Santa Clara County-owned and operated health facilities, (2) within 30 feet surrounding Santa Clara County-owned buildings and leased buildings where Santa Clara County is the sole occupant, and (3) in all Santa Clara County Vehicles.

XVI. Beverage Nutritional Criteria

In accordance with Santa Clara County Board Policy, CONTRACTOR will not purchase or serve sugar-sweetened beverages during the term of this Agreement. This includes sugar-sweetened beverages that are purchased with COUNTY or CONTRACTOR funds and those that are served free of charge to individuals and groups participating in a Santa Clara County-sponsored program or event. Santa Clara Board Policy designates the following acceptable beverages: (1) water with no additives; (2) 100% fruit juices with no added sugars, artificial flavors or colors (limited to a maximum of 10 ounces per container); (3) dairy milk, non-fat, 1% and 2% only, no flavored milks; (4) plant derived (i.e., rice, almond, soy, etc.) milks, no flavored milks; (5) artificially-sweetened, calorie-reduced beverages that do not exceed 50 calories per 12-ounce container (teas, electrolyte replacements); and (6) other non-caloric beverages, such as coffee, tea, and diet sodas.

XVII. Counterparts

This Agreement may be executed in counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same agreement.

XVIII. Totality of Agreement

This instrument constitutes the entire Agreement between COUNTY and CONTRACTOR relative to the subject matter contained in this Agreement. The

COUNTY and CONTRACTOR expressly agree that all prior or contemporaneous oral agreements between and among themselves and their agents or representatives relative to all the subject of this Agreement shall be of no force or effect.

COUNTY:

Carole Groom, President
Board of Supervisors
County of San Mateo

ATTEST:

Clerk of the Board of Supervisors
County of San Mateo

CONTRACTOR:

Dave Cortese, President
Board of Supervisors
County of Santa Clara

ATTEST:

Megan Doyle
Clerk of the Board of Supervisors
County of Santa Clara

**APPROVED AS TO FORM
AND LEGALITY:**

Cheryl A. Stevens
Deputy County Counsel
County of Santa Clara

EXHIBIT A

SCOPE OF SERVICE

- A. Starting **July 1, 2015** through **June 30, 2020**, CONTRACTOR shall guarantee two (2) beds for Acute Mental Health Services in Module 8A of the Santa Clara County Main Jail. CONTRACTOR will maintain two beds available for COUNTY at any given time.

CONTRACTOR will provide additional beds in module 8A on a space available basis, and at the sole discretion of the CONTRACTOR. COUNTY will contact CONTRACTOR's Mental Health Director or her designee to verify if bed space is available.

- B. Acute Inpatient Mental Health Services shall include all services provided to Santa Clara County inmates housed in the same facility. These services include, but are not limited to, psychiatric, psychological and counseling services; physician and nursing services; ancillary services, including laboratory tests or medications; and routine medical and dental services.
- C. In the event that an inmate/patient requires medical care not provided in the Santa Clara County Main Jail, the inmate/patient will be transported to Santa Clara Valley Medical Center. In urgent or emergency situations, an inmate/patient may be transported to a hospital other than Santa Clara Valley Medical Center. Notification of any hospitalization or specialty medical services provided outside of the Santa Clara County Main Jail will be given to San Mateo County, Mental Health Program Supervisor or designee. COUNTY and CONTRACTOR shall jointly develop a procedure for prior approval of hospital inpatient stays or specialty outpatient medical services.

D. Admission Criteria/Acute Mental Health Unit/Main Jail

Inmates/patients accepted for admission to Module 8A must meet at least one of the following criteria:

- Danger to self, danger to others, or gravely disabled due to a mental illness pursuant to the Lanterman-Petris-Short Act
- Diagnosis of severe mental illness for example, major depression, bi-polar disorder or schizophrenia

Inmates who are sociopathic or who present behavioral management problems and cannot be involuntarily detained under the conditions set forth in the Lanterman-Petris-Short Act, or who are not diagnosed with a severe mental illness cannot be admitted for treatment in Module 8A.

- E. In the event that an inmate/patient has a severe chronic or acute medical condition which requires medical intervention, that if withheld, the inmate/patient's life would be jeopardized, and the inmate/patient refuses to accept such medical intervention, the CONTRACTOR may return the inmate/patient to the COUNTY.
- F. In the event that an inmate/patient has a severe chronic or acute medical condition which the CONTRACTOR determines requires significant medical intervention for the safety of the inmate/patient, the CONTRACTOR may return the inmate/patient to the COUNTY.

EXHIBIT B
TERMS AND CONDITIONS OF PAYMENT

PAYMENT

- A. COUNTY will guarantee payment for **730** bed days at a rate of **\$1,500** per bed, per day each year for the period of **July 1, 2015** through **June 30, 2020**. For additional bed days beyond the initial 730, the rate of payment is \$1,600 per bed, per day. Bed days will be managed within a monthly period. The \$1,600 bed day rate will be in effect after COUNTY has used 60 bed days each in September, April, June and November, 62 bed days each in January, March, May, July, August, October, and December, and 56 bed days in February. Invoices will be sent monthly for the guaranteed number of bed days and additional bed days, including the number and names of inmates/patients housed in Module 8A for each day of the month being invoiced. CONTRACTOR will invoice COUNTY for the day of admission, but not for the day of discharge.
- B. COUNTY will pay CONTRACTOR \$285 per x-ray taken of each inmate/patient. CONTRACTOR shall indicate on the monthly invoice the number and names of inmates/patients for whom x-rays were taken.
- C. In the event an inmate/patient receives inpatient or specialty medical care provided by CONTRACTOR outside the Main Jail at Santa Clara Valley Medical Center (VMC), COUNTY will pay 60% of charges incurred. In the event an inmate/patient receives inpatient or specialty medical care provided by CONTRACTOR at a facility other than VMC, COUNTY will pay at 100% of charges incurred. Such charges will be included in CONTRACTOR's monthly invoice.
- D. In the event that CONTRACTOR provides additional services such as hazardous materials clean-up or interpreters for hearing-impaired inmate/patients, COUNTY will pay 100% of actual charges.
- E. In the event that CONTRACTOR provides County Counsel or Public Defender legal services for *Riese* Hearings, capacity hearings, hearings under Welfare and Institutions Code section 5250, et seq., or related court proceedings involving COUNTY inmate/patients, COUNTY will pay hourly rate for attorney and paralegal time. COUNTY will also pay the fee for a Santa Clara County Court hearing officer.
- F. COUNTY shall pay CONTRACTOR within 30 days of approval of invoice.
- G. COUNTY shall pay CONTRACTOR for the following services:
 - 1. Ambulance transport to any hospital arranged by CONTRACTOR with two Correctional Officers which is completed within a 5-hour period. COUNTY will pay 100% of medically-related charges incurred during transport, including, but not limited to, oxygen, intubation, and drugs administered.
 - a. The ambulance transportation charge will vary from \$1400 to \$2000 plus

\$35.00/mile.

- b. A flat rate charge of \$924.40 plus \$11.46/mile for two Correctional Transport Officers.
2. Non ambulance transport provided by CONTRACTOR to or from any hospital with two Correctional Officers not exceeding a 5-hour period.
 - a. A flat rate charge of \$924.40 plus \$11.46/mile.
3. One hospital guard. This rate applies in the event that the inmate/patient's hospital visit exceeds a 5-hour period.
 - a. \$92.44/hour.
4. Overtime charges when required and as related to the security of inmate/patient due to interaction with other inmates or self-inflicted injuries. CONTRACTOR will notify COUNTY as soon as possible, but no later than 24 hours from the commencement of said overtime, so COUNTY may determine if the inmate should be returned to COUNTY.
 - a. \$92.44/hour.
5. Rate for County of Santa Clara County Counsel attorneys handling court proceedings for COUNTY inmates/patients.
 - a. \$240.00/hour.
6. Rate for County of Santa Clara County Public Defender attorneys handling court proceedings for COUNTY inmate/patients.
 - a. Hourly rate for attorneys\$280.00
 - b. Uncontested Petition for Appointment of Conservator\$560.00
 - c. Contested Petition for Appointment of Conservator\$1,400.00
 - d. Uncontested Accountings\$420.00
 - e. Contested Accountings Hourly Rate
 - f. Petition for Medical Treatment\$560.00
 - g. DNR Petitions.....\$840.00*
 - h. Sale of Real or Personal Property.....\$560.00
 - i. Uncontested Petition for Termination of Conservatorship.....\$840.00
 - j. Contested Petition for Termination of Conservatorship.....\$1,400.00
 - k. Flat fee for other Petitions and Orders\$840.00*

* May be converted to hourly rate of \$280
7. Rate for County of Santa Clara paralegals completing work as directed by Santa Clara County Counsel or Public Defender attorneys handling court proceedings for COUNTY inmate/patients.
 - a. \$100.00/hour.

8. Court Hearing Officer.

a. \$341 each hearing.

H. All payments under this Agreement shall be made payable to Santa Clara County Office of the Sheriff Custody Bureau and sent via U. S. mail to the following address:

Santa Clara County
Office of the Sheriff-Custody Bureau
Attn: Financial Services Division
180 W. Hedding Street
San Jose, CA 95110

EXHIBIT C INSURANCE REQUIREMENTS

1. MANDATORY INSURANCE POLICIES

Before providing services under this Agreement, CONTRACTOR shall acquire and maintain the following checked insurance coverage for the term of this Agreement from an insurer acceptable to COUNTY. The COUNTY, together with any applicable Board of Supervisor's governed agency, are to be named as an additional insured. The limits of this insurance are not to be construed as a limit of CONTRACTOR's liability under this Agreement.

(a) Commercial General Liability

(i) Minimum Scope of Insurance

Coverage shall be at least as broad as the Insurance Services Office (ISO) Commercial General Liability Occurrence form number CG 0001 or equivalent. COUNTY must review a non-ISO form prior to acceptance of the Agreement.

(ii) Mandatory Policy Contents or Endorsement Provisions

COUNTY is to be covered as additional insured for liability arising out of activities performed by or on behalf of CONTRACTOR, products and completed operations of CONTRACTOR, and/or Premises owned, leased or used by CONTRACTOR. The coverage shall contain no special limitations to the scope of protection afforded to COUNTY.

CONTRACTOR's insurance coverage shall be primary and any insurance or self-insurance maintained by the COUNTY, its officials, employees and volunteers or other insured shall be in excess of the CONTRACTOR's insurance and shall not contribute with it. The coverage shall state that CONTRACTOR's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

Any failure to comply with reporting provisions of the policies shall not affect coverage provided to COUNTY under this Agreement.

(iii) Minimum Limits of Insurance

Subject to the option and agreement of the COUNTY, CONTRACTOR shall maintain limits of no less than One Million Dollars (\$1,000,000) combined single limit per occurrence for bodily injury, personal injury, and property damage with general aggregate limit of Two Million Dollars (\$2,000,000).

(b) X Automobile Liability Coverage

(i) Minimum Scope of Insurance

Except as otherwise provided in (b) (iii) (bb), coverage shall be at least as broad as the Insurance Services Office (ISO) form number CA 0001 (Ed. 1/87), or its equivalent, covering automobile liability Code 1 “any auto.”

(ii) Mandatory Policy Contents or Endorsement Provisions

Policy is to include ISO endorsement form CA 0029. Automobile liability is to cover all vehicles owned, leased, hired or borrowed by CONTRACTOR. The coverage shall contain no special limitations to the scope of protection afforded to COUNTY, its officials, employees, or volunteers.

(iii) Minimum Limits of Insurance

Subject to the option and agreement of the COUNTY, CONTRACTOR shall maintain limits of no less than either (aa) One Million Dollars (\$1,000,000) Combined Single Limit per accident for bodily injury and/or property damage or (bb) Personal Automobile liability coverage of Five Hundred Thousand (\$500,000) bodily injury and property damage.

(c) **X Workers’ Compensation and Employers’ Liability Insurance**

(i) Minimum Scope of Insurance

Workers’ Compensation Insurance as required by the Labor Code of the State of California and Employers Liability Insurance

(ii) Mandatory Policy Contents or Endorsements Provisions

Workers’ Compensation Insurance as required by the Labor Code of the State of California and Employers Liability insurance

(iii) Minimum Limits of Insurance

CONTRACTOR shall maintain limits no less than Workers’ Compensation limits as required by the Labor Code of the State of California and Employers’ Liability limits of One Million Dollars (\$1,000,000) per accident.

(d) **X Professional Errors and Omissions Liability Insurance**

(i) Minimum Scope of Insurance

Coverage form subject to COUNTY Approval.

(ii) Minimum Limits of Insurance

CONTRACTOR shall maintain Policy limits of not less than One Million Dollars (\$1,000,000) per incident and One Million Dollars (\$1,000,000) annual aggregate, with deductible or self-insured portion not to exceed Two Thousand Five Hundred Dollars (\$2,500). Coverage may be made on a claims-made basis with a “Retro Date” either prior to the date of the Contract or the beginning of the Contract work. If claims-made, coverage must extend to a minimum of twelve (12) months beyond completion of project. If coverage is cancelled or non-renewed, and not replaced with another claims made policy form with a “Retro Date” prior to the Contract effective date, the CONTRACTOR must purchase “extended reporting” coverage for a minimum of twelve (12) months after completion of Contract work.

2. EFFECTIVE DATES, CANCELLATION, AND LIMITS DIMINUTION OF MANDATORY INSURANCE POLICIES

Except for professional liability coverage, all required insurance policies shall be in effect until final acceptance of CONTRACTOR’s work by COUNTY and shall provide that they may not be canceled or materially diminished in limits without first providing COUNTY with thirty (30) days written notice of intended cancellation or diminution. If CONTRACTOR fails to maintain the required insurance, COUNTY may secure insurance and deduct the cost from any funds owing to CONTRACTOR. The policies of insurance CONTRACTOR is to provide under this Agreement shall be for a period of not less than one year.

3. ACCEPTABILITY OF INSURERS

Insurance is to be placed with insurers with a current A. M. Best’s rating of no less than A-VII of admitted. A non-admitted insurer shall have a Best’s rating of no less than A-X.

4. APPLICABILITY TO SUBCONTRACTORS

In addition to the above policies, if CONTRACTOR is to hire a subcontractor under this Agreement, CONTRACTOR shall require subcontractor to provide insurance identical to the coverage required under this Agreement, and shall require subcontractor to name CONTRACTOR as additional insured under its Agreement. Certificate(s) of Insurance(s) are original endorsement(s) providing such coverage shall be provided to COUNTY under Paragraph 8.5 of this Agreement.

5. DEDUCTIBLES AND SELF INSURED RETENTIONS

Except as otherwise provided in this Agreement, any deductible or self-insured retentions must be declared to and approved by COUNTY. At COUNTY’s option, the insurer shall reduce or eliminate deductibles or self-insured retentions; or CONTRACTOR shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

6. VERIFICATION OF COVERAGE

CONTRACTOR shall furnish COUNTY with Certificate(s) of Insurance and with original endorsement(s) affecting coverage required by this clause. The certificate(s) and endorsement(s) for each insurance policy are to be signed by a person that insurer authorized to bind coverage on its behalf. The certificate(s) and endorsement(s) are to be on forms provided by COUNTY or on forms received and approved by COUNTY before work commences. COUNTY reserves the right to require complete, certified copies of all required insurance policies, at any time.

7. FAILURE TO PROCURE AND MAINTAIN THE REQUIRED INSURANCE

CONTRACTOR shall not render services under the terms and conditions of this Agreement unless each type of required insurance coverage and endorsement is in effect and CONTRACTOR has delivered the certificate(s) of insurance and endorsement(s) to COUNTY as required. If CONTRACTOR fails to procure and maintain the required insurance, COUNTY may do so, and the premiums of such insurance shall be paid by CONTRACTOR to COUNTY upon demand. The policies of insurance CONTRACTOR is to provide under this Agreement shall be for a period of not less than one year. Thirty (30) days prior to the expiration of any policy of insurance, CONTRACTOR will deliver to COUNTY a renewal or new policy to take the place of the expiring one.

8. ADDITIONAL COVERAGE OR ENDORSEMENTS

COUNTY has the right to request additional coverages and/or endorsements on the insurance, as COUNTY deems necessary. The amounts, insurance policy forms, endorsement(s) and insurer(s) issuing the insurance shall be satisfactory to COUNTY in its sole and absolute discretion.

EXHIBIT D
ADMISSION CHECKLIST FOR TRANSFER TO
SANTA CLARA COUNTY CUSTODY ACUTE PSYCHIATRIC TREATMENT UNIT

- ☐ Original 5150
- ☐ Mental Health Face Sheet
Note: If patient is currently LPS conserved, please include the name and phone number of the public guardian/conservator.
- ☐ Patient's psychiatric history prior to arrest
- ☐ All documents from Psychiatric Emergency Services (PES), if patient was evaluated
- ☐ Patient's psychiatric history while in jail
- ☐ Current medication(s) – psychotropic and other (Provide dosage and frequency)
- ☐ Patient's medical history (Current medical problems, acute and chronic / Include patient's progress notes and lab results, if available.)
- ☐ Contact information (name and phone number) for family members, if available

- ☐ Original clinical assessment done at booking, if available
- ☐ Date of arrest/charges:

- ☐ Public Defender name and phone number, if available:

- ☐ Patient's next scheduled court date, if available:

- ☐ Court department and phone number, if available:

- ☐ Indicate if the patient is on parole or probation. (If yes, please provide the agent's name and phone number.)
