

## **AGREEMENT BETWEEN THE COUNTY OF SAN MATEO AND LIBERTY HEALTHCARE CORPORATION**

This Agreement is entered into this 14th day of May, 2018, 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 providing 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
- Attachment C- Certificate of Liability Insurance
- Attachment H-HIPAA Business Associate Requirements
- Attachment 1-§ 504 Compliance
- Attachment Q- Quality Assurance Plan

### **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 EIGHT MILLION EIGHT HUNDRED SIXTY-EIGHT THOUSAND EIGHT HUNDRED FORTY-NINE DOLLARS (\$8,868,849.00). 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, 2018, through June 30, 2021.

**5. Termination**

This Agreement may be terminated by the Contractor or by the Chief of the Health System or his/her designee at any time without a requirement of good cause upon thirty (30) days' advance written notice to the other party. 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.

**5. 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.

**6. 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.

**7. Hold Harmless**

- a. Contractor shall indemnify and save harmless County and its officers, agents, employees, and servants from all claims, suits, or actions of every name, kind, and description 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.

D) 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.

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

(A) injuries to or death of any person, including County 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 County'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.

## **8. 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.

## **9. 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) Motor Vehicle Liability Insurance... \$1,000,000 (combined limit for bodily injury and property damage per occurrence)
- (c) 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, 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.

**10. 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, and regulations, 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. 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 or regulation, the requirements of the applicable law or regulation 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.

**11. 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 Manager 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". 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 Manager, 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 Manager.

To effectuate the provisions of this Section, the County Manager 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.

**12. 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 if this Agreement's total value listed in the Section titled "Payments" is less than one-hundred thousand dollars (\$100,000), but Contractor acknowledges that Chapter 2.85's requirements will apply if this Agreement is amended such that its total value meets or exceeds that threshold amount.

**13. 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.

**14. 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. 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.

**15. 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.

**16. 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: Carlos Morales, Director, Correctional Health Services  
Address: 300 Bradford Street, Redwood City CA 94063  
Telephone: 650-363-7830  
Facsimile: 650-599-1082  
Email: cmorales@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](mailto:ken.carabello@libertyhealth.com) & [cathy.oblea@libertyhealth.com](mailto:cathy.oblea@libertyhealth.com)

**17. 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 Maguire Correctional Facility as described in Exhibit "A" attached (hereinafter "Unit"). Further, Contractor may use non-licensed staff with written permission from the County.

\* \* \*



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]

[Signature] 5/10/18 Herbert T. Caskey, MD, President  
Contractor Signature Date Contractor Name (please print)

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COUNTY OF SAN MATEO

By:  
President, Board of Supervisors, San Mateo County

Date:

ATTEST:

By:  
Clerk of Said Board

## **Exhibit A**

The Health System of San Mateo County, Correctional Health Services (CHS) division provides comprehensive on-site health, mental and behavioral health services to approximately 1,000 inmates in custody at two separate Sheriff's Office Correctional Facilities, Maguire and Maple Street, as required by Title 15 of the California Code of Regulations (CA Title 15). The following defines the responsibilities of CHS, the Sheriff's Office and Liberty Healthcare Corporation ("Contractor") for patient admission to the acute inpatient psychiatric unit located in the Maguire Correctional Facility ("MCF").

### **1. Facility**

The Contractor shall provide acute inpatient psychiatric services within in an existing 10-bed housing unit in the MCF ("Unit"), and serve inmates previously housed in both facilities.

The Sheriff's Office shall provide access to portions of the Maguire Correctional Facility to allow the Contractor to provide mental health services pursuant to this Agreement.

<b>Correctional Facility</b>	<b>Address</b>
Maguire Correctional Facility (MCF)	300 Bradford Street, Redwood City, CA 94063

### **2. Scope**

Contractor shall assume responsibility for the provision of services to adult detainees admitted to the Acute Inpatient Psychiatric Unit and provide comprehensive psychiatric and mental health care for inmates who have primary psychiatric disorders, and who may also have co-occurring substance abuse disorders. 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.

### **3. Duties and Responsibilities: County**

- A. Provide for Sheriff's Deputy staffing on the Unit, 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 discharged from the Unit as needed.
- C. Provide at least one secure administrative office and one secure nursing office that are located within the acute psychiatric Unit. The administrative office shall be equipped with two workstations and two phone lines. The nursing office shall include 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 CHS resources for primary and specialty medical (e.g. physical/non-psychiatric) 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 patient medical records and all associated supplies required for the building and/or maintenance of a paper based charting system which shall be HIPAA compliant.
- I. Provide access to the San Mateo Medical Center ("SMMC") for non-psychiatric medical emergency services or inpatient care and incur the cost for same.
- J. Provide for and dispense psychotropic medications and other medications as prescribed in accordance with the County's current formulary and incur the cost for same.

#### **4. Duties and Responsibilities: Contractor:**

##### **A. Staff, staffing patterns and operational requirements**

- i. Contractor shall provide California licensed mental health staff ("Staff") as listed in Exhibit B.
- ii. Staff shall be available for comprehensive inpatient psychiatric services for incarcerated adults including 24/7 combined on-site, on call and medication services from the time of admission to discharge as well as for discharge planning and coordination for patients being released from the Unit. Contractor may use tele-health at its own option.
- iii. Staffing patterns shall comply with all standards, license and reporting requirements for both a LPS unit and Psychiatric Health Facility under California's Welfare and Institutions Code ("WIC") §§ 5150, 5151, 5152 and Chapter 9, Division 5 of Title 22 California Code of Regulations.
- iv. Staff shall coordinate patients' hearings in accordance with WIC §§ 5250 through 5277 as well as for Riese hearings pursuant to WIC§ 5332. A Riese decision during the initial WIC§ 5150 commitment may be extended pursuant to WIC§ 5250(c), 5252.
- v. Staff shall follow all legal due processes to assure compliance with patients' rights under the Lanterman-Petris-Short (LPS) Act (WIC § 5000), including participating in necessary judicial hearing and associated processes for involuntary detainments and medication administration.

- vi. Staff shall work within all required processes and programming to coordinate patient admission and discharge with CHS, SMMC, County Behavioral Health and Recovery Services ("BHRS"), the Sheriff's Office, the Courts and associated agencies.

#### **B. Medication Administration, Management and Consent**

- i. Staff shall obtain proper authorization (e.g. informed consent for treatment, medication issues) from the patients, as required under WIC§ 5152(c).
- ii. Staff shall provide strategies to promote and incentivize voluntary psychotropic medication compliance.
- iii. The use of involuntary medications may be considered if informed consent cannot be obtained and the Staff psychiatrist believes medication is necessary to restore stability and/or to protect the patient from danger to himself and others pursuant to WIC §5335 and Penal Code § 1370, subdivision (a)(2)(B).
- iv. Staff shall be responsible for administering and managing patient medications per the Staff psychiatrist's orders as clinically indicated, per policy, procedures and correctional health standards (CA Title 15, Title 22), and the Institute for Medical Quality ("IMQ") correctional mental health standards.
- v. Staff may draw blood samples for lab tests, coordinate with the pharmacy to monitor the administration of medications and maintain procedures for infection control.
- vi. Staff shall maintain Medications Administration Records to document the scheduling and dosages of medication given to patients while they are in the Unit.

#### **C. Care and Treatment**

- i. The number of patients receiving treatment in the acute inpatient psychiatric unit shall not exceed 10.
- ii. Staff shall provide individual treatment as clinically indicated, per policy, procedure correctional mental health standards (CA Title 15 and Title 22 and IMQ correctional mental health standards).
- iii. Psychiatric services include but are not limited to: a full evaluation, treatment planning, treatment administration, monitoring, and follow-up that is within the accepted standard of psychiatric care as indicated by the patients' clinical status.
- iv. Staff shall conduct health education, medication adherence and psycho-educational activities on an individual and group basis for effective programming and transitions into and out of the unit.

- v. Staff shall provide intensive clinical and behavioral supports for patients who have improved to a sub-acute level of care (e.g. a patient who is taking medication voluntarily but is still too ill to function appropriately in the general population) as indicated per policy, procedure and correctional mental health standards (CA Title 15 and Title 22 and IMQ correctional mental health standards).
- vi. Staff shall document assessments, diagnoses, treatment and follow-up plans in the combined CHS medical record for every patient encounter to include all approved electronic and non-electronic formats.
- vii. Staff shall actively support and participate in the County's quality assurance activities and committees as described in Attachment Q.
- viii. Staff shall be responsible for implementing the quality assurance plan and deliverable requirements as described in Attachment Q.
- ix. Staff shall utilize approved written policies and procedures for mental health treatment beyond prescribing psychotropic medications. Treatment goals will focus on acute psychiatric stabilization that enable patients to safely return to a less intensive level of care as clinically indicated.

#### **D. Admission and Discharge**

- i. Staff shall collaborate with CHS mental health clinicians, CHS nursing staff and Sheriff's custody staff in the communications of patient admission and discharge.
- ii. Staff shall determine a patient's readiness for discharge by the patient's achievement on stabilization goals in the patient's treatment plan (e.g. capacity to maintain stabilization at a lower level of care; the patient's receipt of follow-up treatment; capacity to comply with directions given by custody staff in a less structured environment; capacity to discontinue disruptive behavior that is detrimental to the treatment of other patients or the safety and security of patients).
- iii. Staff shall work toward mental health, medical and/or substance abuse services being sufficiently coordinated such that patient management is appropriately integrated, medical and mental health needs are met and the impact of any of these conditions on each other is adequately addressed.
- iv. Staff shall participate in multidisciplinary teams for patient treatment, quality improvement, and coordination of services with CHS mental health and medical services and the Sheriff's Office.

#### **E. Deliverables**

- i. Contractor shall provide CHS data and statistics on a quarterly basis to inform program evaluation and quality improvement efforts and to include all data deliverables as required under WIC §5402.

- ii. Contractor shall provide CHS with statistical reports on a monthly basis which shall include, but are not limited to:
  - 1. Census on the number of admissions and discharges, number of females and number of males, average length of stay ("LOS") and average daily census, primary diagnosis, and any demographic information such as age, race, gender.
  - 2. Utilization information on the number clinical assessments, individual sessions, treatment groups, clinical contacts, medication management sessions and suicide prevention.
  - 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. Referral services such as hospitalizations, primary and specialty care, emergency services and behavioral health treatment.
  - 5. Quality Management data such as number of patient grievances, chart reviews (e.g. Quality Assurance checks).

#### **F. Patient Grievances**

- i. Contractor shall cooperate with the CHS and Sheriff's Office in resolving any inmate patient grievances related to the services provided under this Agreement.
- ii. Contractor shall prepare a written response to any patient grievance and the resolution shall be treated and processed in conjunction with the Sheriff's Office Inmate Grievance policy and procedure per Title 15, Article 6, 1073 Inmate Grievance procedure and IMQ standard 105 Quality Management Program.

#### **G. Background Checks and Security Requirements**

- i. All Staff employed by Contractor who will work within the Sheriff's facilities are required to undergo a background screening investigation that includes fingerprinting, background questionnaires and/or records verification. The Sheriff retains the exclusive right to deny access to facility based on information obtained through this process. The denial of access for any given Staff member shall not excuse Contractor from any obligations under this Agreement.
- ii. All Staff providing services under this Agreement shall possess photo identification cards and meet the requirements for admission into any Sheriff's facility.

### Exhibit B

Pursuant to the Agreement, County shall pay Contractor monthly based on the following 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.
- 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 1/12<sup>th</sup> allocation of the annual contract amount as outlined in the Adult Inpatient Psychiatric Services for Adult Detainees Detailed Budget outlined below:
- July 1, 2018 to June 30, 2019 (Year 1) – A monthly amount of TWO HUNDRED FORTY-ONE THOUSAND FOUR HUNDRED SEVEN DOLLARS AND FIVE CENTS (\$241,407.05).
  - July 1, 2019 to June 30, 2020 (Year 2) – A monthly amount of TWO HUNDRED FORTY-FIVE THOUSAND ONE HUNDRED FIFTY-FOUR DOLLARS AND EIGHTY-SEVEN CENTS (\$245,154.87).
  - July 1, 2020 to June 30, 2021 (Year 3) – A monthly amount of TWO HUNDRED FIFTY-TWO THOUSAND FIVE HUNDRED EIGHT DOLLARS AND EIGHTY-THREE CENTS (\$252,508.83).
- g. In any event, total payment for services of Contractor under this Agreement shall not exceed EIGHT MILLION EIGHT HUNDRED SIXTY-EIGHT THOUSAND EIGHT HUNDRED FORTY-NINE DOLLARS (\$8,868,849.00).

San Mateo County Jail Psychiatric Health Facility 11-3-17

Staffing Plan							
Clinical Services	MON	TUES	WED	THUR	FRI	SAT	SUN
Clinical Director*	1	1	1	1	1		
Lead Psychiatrist	1	1	1	1	1		
Psychiatrist						.5	.5
Social Worker	1	1	1	1	1		
MH Worker – AM shift	1	1	1	1	1	1	1
MH Worker – PM Shift	1	1	1	1	1	1	1
MH Worker – NOC Shift	1	1	1	1	1	1	1
Psychiatrist	Call	Call	Call	Call	Call	Call	Call
Recreational Services	MON	TUES	WED	THUR	FRI	SAT	SUN
Recreational Therapist	.5	.5	.5	.5	.5		
Nursing Services	MON	TUES	WED	THUR	FRI	SAT	SUN
Psychiatric Supervising Registered Nurse AM Shift	1	1	1	1	1	1	1
Psychiatric Registered Nurse Admissions/ Discharge Coordinator (8:00AM – 5:00PM)	1	1	1	1	1	1	1
Psychiatric Registered Nurse PM Shift	1	1	1	1	1	1	1
Psychiatric Registered Nurse NOC Shift	1	1	1	1	1	1	1
Clerical Services	MON	TUES	WED	THUR	FRI	SAT	SUN
Office Assistant	1	1	1	1	1		



# Attachment C Certificate of Liability Insurance

Page 1 of 1



## CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
03/05/2018

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Willis of Pennsylvania, Inc. c/o 26 Century Blvd P.O. Box 305191 Nashville, TN 372305191 USA		<b>CONTACT NAME:</b> PHONE (A/C, No, Ext): 1-877-945-7378 FAX (A/C, No): 1-888-467-2378 E-MAIL ADDRESS: certificates@willis.com	
<b>INSURED</b> Liberty Healthcare Corporation 401 City Avenue, Suite 820 Bala Cynwyd, PA 19004		<b>INSURER(S) AFFORDING COVERAGE</b> INSURER A: Arch Specialty Insurance Company NAIC #: 21199 INSURER B: Philadelphia Indemnity Insurance Company 18058 INSURER C: Commerce & Industry Insurance Company 19410 INSURER D: INSURER E: INSURER F:	

COVERAGES CERTIFICATE NUMBER: W5127592 REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDED	SUBR	POLICY NO.	POLICY EFF. DATE	POLICY EXP. DATE	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER	Y	Y	ZLF0055151-04	10/01/2017	10/01/2018	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (E&M accident) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 9,000,000 PRODUCTS - COMMOD AGG \$ 9,000,000
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	Y	Y	PHPT1655368	05/19/2017	05/19/2018	COMBINED SINGLE LIMIT (E&M accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
C	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY OFFICE TO RENT ARE EXCLUDED (Mandatory in NJ) If yes, describe under DESCRIPTION OF OPERATIONS below	Y	N/A	WC 0342474	09/30/2017	09/30/2018	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	<b>Professional Liability</b> Claims Made Form Retrodate: 6/24/1984	Y	Y	ZLF0055151-04	10/01/2017	10/01/2018	Each Incident 1,000,000.00

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

The County of San Mateo and its officers, agents, employees, and servants shall be provided Additional Insured status under the General Liability, Auto & Professional Liability policies with respect to liability arising out of the insured's ongoing and completed operations performed on behalf of the County, as per written contract. General Liability, Automobile Liability, and Professional Liability will be Primary in regards to claims arising out of the insured's operations. A Waiver of Subrogation applies in favor of the Additional Insureds in regards to Workers Compensation, General, Automobile, and Professional Liability.

<b>CERTIFICATE HOLDER</b>  County of San Mateo Correctional Health Services Division 300 Bradford Street Redwood City, CA 94063	<b>CANCELLATION</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE 
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ACORD 25 (2016/03)

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## Attachment H

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

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#### 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 contractually obligate 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 disclosure 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 and 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

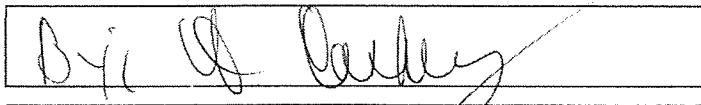
Name of Contractor(s): Liberty Healthcare Corporation

Street Address or P.O. Box: 401 City Ave., #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, MD, President - Liberty Healthcare Corporation

Date: March 6, 2018

\*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."

## **Attachment Q**

### **Quality Assurance Plan**

**Participation in County QA activities:** Liberty will work collaboratively with San Mateo County, CHS, and other entities to deliver high-quality acute psychiatric services at the Maguire Correctional Facility. In addition to having our own quality assurance plan (see below), we will actively support and participate in the County's quality assurance activities and committees. This will be facilitated through several mechanisms:

- Participation by Liberty's Clinical Director, psychiatrist, and/or other clinicians in various collaborative teams and committees for correctional health services as applicable, such as a Medical Advisory Committee, Quality Assurance Committee, and Pharmacy and Therapeutics Committee.
- Cooperation with existing QA plans for the County's medical and behavioral departments, including participation in quality-related functions (e.g., chart reviews, data collection).
- Collaboration with CHS and San Mateo County health authorities to determine (and revise as needed) the set performance and quality standards for the contract (e.g., staffing coverage, response times, service utilization statistics and reporting, documentation, etc.) and then establish the specific measures for monitoring performance and quality.
- Collaboration with the County to determine what program utilization and activity data is most useful and the frequency for reporting each (i.e., weekly, monthly, quarterly, annual).
- Regularly seeking feedback from the County, SCSO, and other entities to evaluate our program impact – through both informal meetings and communications, as well as formal meetings, surveys, assessments, and feedback mechanisms – in order to identify opportunities to strengthen our service and maximize efficiency
- Utilizing Liberty's depth of national resources and behavioral health programming and expertise to continually keep pace with clinical best practices and updating our policies and procedures to reflect changes and updates in IMQ standards, applicable regulations, and legal and policy updates

**Liberty's QA plan for the acute psychiatric unit:** The following chart summarizes the key quality indicators that Liberty will be measuring and monitoring for the acute psychiatric stabilization unit. The first column explains the function or service that will be measured. The "QI measure" column in the chart explains how each indicator will be measured (i.e., how the data will be captured), while the "frequency/responsibility" column explains who is responsible for collecting and reviewing the data and how often.

Liberty's Clinical Director will be responsible for oversight of our quality improvement program and for reporting the QI results on a monthly and quarterly



basis. The Clinical Director is responsible for collecting the data from all ongoing KPIs and quality measures from various sources. The Clinical Director will direct and coordinate our internal quality assurance program and work with our clinicians (psychiatrists, nurses, clinicians, etc.) to make random sample selections of charts for review.

Function/Service	QI Measure	Frequency/Responsibility
<b>1. Maintain consistent coverage by a highly skilled mental health workforce.</b>		
Timeliness of recruiting, interviewing, credentialing, and on-boarding of mental health professionals.	Our applicant database and tracking system automates collection of dates and durations for each stage of the recruitment process (i.e., dates of initial request, assignment to recruiter, candidate screening, interview, site visit, credentialing, hiring offer, and onboarding.	Liberty's corporate HR/recruiting department collects this information continually and is reviewed on a monthly basis by the Clinical Director.
Fulfillment of on-site attendance for every shift.	Verification of staff attendance record/timesheet/hours on-site. Identification of any gaps in coverage. Any vacancies in core staff and status of recruiting plan.	Reviewed and verified daily by the Clinical Director and with frequent review by corporate VP/Contract Manager with Director of Recruiting.
Long-term retention of staff at the program	Employment retention data.	Reviewed quarterly/annually by Clinical Director and VP/Contractor Manager.
<b>2. Consistent delivery of high quality mental health services.</b>		
Completion of psychiatric evaluations and mental health assessments within time frames.	Records showing admission date and date of assessment.	Weekly aggregation and review of data by Clinical Director.
Adherence to requirements for follow-up care within time frames.	Records of service delivery dates showing follow-up visits after initial assessment occur within time frames.	Weekly aggregation and review of data by Clinical Director.

Completion of crisis evaluations within time frames.	Records showing time from request to delivery of evaluations.	Weekly aggregation and review of data by Clinical Director.
Quality checks of clinical documentation and use of medications.	Such as diagnostic accuracy, contact with patients, prescribing/formulary, medication errors, etc.	Random or targeted selection of patient charts. QI audit tool applied by psychiatrist, and/or qualified behavioral health clinician, as applicable.

Function/Service	QI Measure	Frequency/Responsibility
Quarterly mental health service audits of sample behavioral health charts.	Audits designed to affirm adherence to Title 15, IMQ and any other applicable standards.	Conducted quarterly by designated clinicians.
Suicide prevention	Records showing risk assessment, identification of suicidality, and delivery of response.	Reviewed by Clinical Director or designee within 24 hours of occurrence.
Responding to complaints/grievances	System in place for receiving complaints/grievances and responding in a timely fashion.	Reviewed by Clinical Director or designee within 24 hours of submission with timely response.
<b>3. Working effectively and collaboratively with other stakeholders</b>		
Effective mechanisms for coordination of care with service system entities (e.g., behavioral health, medical, dental, substance abuse, courts, referring and receiving providers, agencies, etc.).	Log data and chart data identifying types/purposes of various inter-agency interface/communication (i.e., patient transports/transfers, consults, referrals for medical, behavioral health follow-up, treatment discharge planning, follow-up aftercare, etc.).	Reviewed and aggregated weekly and reported quarterly.
Seamless participation in teams and operations.	Ongoing participation in committees, QI activities, peer review, training, etc.	Aggregated monthly and reported quarterly.

Customer satisfaction with the quality of our personnel and their ability to work well with custody, CHS, and stakeholders.	Surveys regarding professionalism, teamwork, coordination of care/services, etc. given to stakeholders (such as security, medical, CHS behavioral health, courts, community providers, etc.).	Administered and reviewed ongoing and reported annually.
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**24/7 corporate compliance program:** Liberty maintains a very strong corporate compliance program that mandates annual affirmation of lawful and ethical behavior of all Liberty personnel. All personnel complete an initial and annual training module that explains the program and details the rights and responsibilities of each employee to report unlawful, fraudulent, or unethical behavior. Each staff person must comply in all material respects with all federal, state, and local laws and regulations that are applicable to our operations and is expected to detect, deter, and report any fraud, criminal conduct, or other form of misconduct by other employees or subcontractors (agents). To encourage and facilitate the reporting of illegal and unethical behavior, we maintain a toll-free, Employee Help Line staffed with qualified and trained Compliance Risk Specialists, who are not employed by Liberty. These staff answer questions anonymously and track compliance issues and concerns on a 24/7/365 basis. Any potential sentinel event or reportable compliance event is investigated by Liberty's Corporate Compliance Officer.

**Contract compliance audits:** At the commencement of a new contract, Liberty develops a specific contract compliance audit tool for that contract, which is populated with a numbered list of verbatim requirements and deliverables specified in the contract. At least once each year, the master tool is used to complete a rigorous audit to ensure that every contractual requirement and deliverable, no matter how small, is fulfilled.

**Gold standard in credentialing and re-credentialing:** Liberty is certified by the Joint Commission for Health Care Staffing Services, which provides an independent, comprehensive evaluation of a staffing firm's ability to provide qualified and competent staffing services. With this certification, which Liberty has maintained since 2006, the County can be confident that we are committed to industry best practices and consistent high quality in all of our staffing efforts. To maintain our Joint Commission certification, we are surveyed onsite every two years, with an intra-cycle teleconference annually, and submit monthly audit results for pre-hire and retrospective audits of staff competency, as well as monthly data on any terminations for clinical or professional cause.

Verifying the credentials and qualifications of each professional is one of Liberty's strengths. Pre-hire evaluations consist of detailed referencing which includes, but is not limited to, professional judgment, ethical conduct, documentation abilities, team abilities, clinical competency, seven-year criminal background checks, and primary verification of all licensure, certification, and degrees. We will also work closely with the County to complete all required criminal background checks. Prior to hire, every candidate is personally reviewed by Judith Shields, Liberty's Vice President of

Quality Performance/Quality Improvement, who is an advanced practice nurse and Board-certified quality specialist. Our credentialing database also tracks and provides a 60-day alert to clinicians that it is time to renew licensure and certifications. Liberty currently has one vice president and two credentialing professionals who credential every employee and subcontractor prior to hire.

**Utilization review:** The admission/discharge nurse monitors the patients' lengths of stay and conducts prospective, concurrent, and retrospective reviews for the purposes of utilization management and continuous quality improvement.