The Honorable Board of Supervisors  
Administration Building  
Oakland, CA 94621  

Dear Board Members:

SUBJECT: Renew Contract with Santa Clara County for the Provision of Acute Inpatient Mental Health Services for Alameda County Inmates

RECOMMENDATION:

That your Board approve and sign the renewal contract with Santa Clara County (Principal: Edward C. Flores, Chief of Corrections; Location: San Jose, CA) for the provision of acute inpatient mental health services for Alameda County inmates on a fee-for-service basis (guaranteed 365 bed days) from July 1, 2009 to June 30, 2010 for a contract amount not to exceed $1,500,000. (Contract #4028)

DISCUSSION/SUMMARY:

On June 10, 2008, your Board approved a renewal contract with Santa Clara County for the provision of acute inpatient mental health services for Alameda County inmates on a fee-for-service basis. On December 17, 2007, Behavioral Health Care Services (BHCS) issued an RFQ to deliver an acute psychiatric inpatient jail-based program to be located at the North County Jail. In 2008, BHCS received three proposals which were reviewed by a panel of BHCS and sheriff’s representatives. A vendor was selected and interviewed. This plan, however, did not move forward due to funding problems. The estimated cost for running the unit was over $3,000,000 annually. At the present time, BHCS must continue to use the acute psychiatric unit at the Santa Clara County jail and beds at John George Psychiatric Pavilion (JGPP) to accommodate acutely mentally ill and suicidal inmates. In addition, the use of JGPP is problematic in that there are extra county costs for the sheriff, inmates are sometimes returned to jail too soon without sufficient stabilization and JGPP does not specialize in the treatment of mentally ill inmates. Therefore, BHCS is requesting a contract renewal with Santa Clara County in order to meet the department responsibilities of caring for this segment of Alameda County population.

SELECTION CRITERIA:

As a government entity, Santa Clara County is exempt from compliance with the Small Local Emerging Business (SLEB) Program as well as competitive bidding as they are an approved exception under the Sole Source Policy. GSA Purchasing issued a “Finding of Non-Competition – Exception to Sole Source” dated May 8, 2008 in accordance with the Sole Source Policy.
FINANCING:

Funding for this contract is included in the BHCS's budget. There will be no increase in net County cost.

Very truly yours,

David J. Kears, Director
Health Care Services Agency

DJK/ms/jf

Cc: County Counsel
    County Administrator
    Auditor-Controller
AGREEMENT BETWEEN THE COUNTY OF ALAMEDA 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 Alameda (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 Alameda County inmates, as more fully described in this Agreement; and

Contractor is willing to provide such services and has the capacity and capability of doing so at appropriately licensed facilities; 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

Each party is a covered entity under the Health Insurance Portability and Accountability Act of 1996 and is subject to the privacy regulations implementing that law. As such, each party recognizes that it is a Business Associate of the other party as that term is defined in the regulations, and outlined in Exhibit D to this Agreement; 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 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” Alameda County Criminal Justice Mental 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 their psychiatric treatment, which is outlined in the Admissions Checklist and attached as Exhibit E, 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 receiving the necessary documentation from Contractor and initiating conservatorship proceedings through the Court and the Public Guardian’s Office in Alameda County, ensuring that time lines are met and the patient is released from custody.

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.

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 an Alameda 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.

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 the Mental Health Program Supervisor or designee.

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.

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 Alameda County Personnel Policies.

V. Mutual Indemnification

In lieu of and not withstanding 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 the 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.

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VII. Liability Insurance

It is understood and agreed that for all other purposes 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’s 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 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 the Alameda County Board of Supervisors, 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 the Alameda County Board of Supervisors, 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 the Alameda County Board of Supervisors 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 Alameda County, to:
Marye L. Thomas, M.D., Director
Alameda County Behavioral Health Care Services
2000 Embarcadero Cove, Suite 400
Oakland, CA 94606

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:
Julie Chou, Fiscal Officer
Santa Clara County Department of Correction
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. Venue shall be the County of Alameda, California.

XIII. **Counterparts**
This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument.

XIV. **Conformity with Law and Safety**
In performing services under this Agreement, Contractor shall observe and comply with all applicable laws, ordinances, codes and regulations of governmental agencies, including federal, state, municipal, and local governing bodies, having jurisdiction over the scope of services, including all applicable provisions of the California Occupational Safety and Health Act. Contractor shall indemnify and hold COUNTY harmless from any and all liability, fines, penalties and consequences from any of Contractor's failures to comply with such laws, ordinances, codes and regulations.

XV. **Travel Expenses**
Contractor shall not be allowed or paid travel expenses unless set forth in this Agreement.

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XVI. **Taxes**

Payment of all applicable federal, state, and local taxes shall be the sole responsibility of the Contractor.

XVII. **Use of County Property**

Contractor shall not use County property (including equipment, instruments and supplies) or personnel for any purpose other than in the performance of his/her obligations under this Agreement.

XVIII. **Drug –Free Workplace**

Contractor and Contractor's employees shall comply with the COUNTY's policy of maintaining a drug-free workplace. Neither Contractor nor Contractor's employees shall unlawfully manufacture, distribute, dispense, possess or use controlled substances, as defined in 21 U.S. Code § 812, including, but not limited to, marijuana, heroin, cocaine, and amphetamines, at any County facility or work site. If Contractor or any employee of Contractor is convicted or pleads nolo contendere to a criminal drug statute violation occurring at a County facility or work site, the Contractor within five days thereafter shall notify the head of the County department/agency for which the contract services are performed. Violation of this provision shall constitute a material breach of this Agreement.

XIX. **Time of Essence**

Time is of the essence in respect to all provisions of this Agreement that specify a time for performance; provided, however, that the foregoing shall not be construed to limit or deprive a party of the benefits of any grace or use period allowed in this Agreement.

XX. **Termination**

A. Both the COUNTY and the Contractor have and reserves the right to terminate this Agreement and suspend, terminate or abandon the execution of any work by the Contractor without cause at any time upon giving to the other party prior written notice. In the event that the COUNTY or Contractor should abandon, terminate or suspend the Contractor's work, the Contractor shall be entitled to payment for services provided hereunder prior to the effective date of said suspension, termination or abandonment and in accordance with Section XX.C below. Said payment shall be computed in accordance with Exhibit B hereto, provided that the maximum amount payable to Contractor for its **Acute Inpatient Mental Health Services** shall not exceed **$1,500,000.00** payment for services provided hereunder prior to the effective date of said suspension, termination or abandonment.

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B. 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.

C. If either party terminates this Agreement pursuant to this Section XX, 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 the inmate/patients are picked up or transferred.

XXI. Waiver

No waiver of a breach, failure of any condition, or any right or remedy contained in or granted by the provisions of this Agreement shall be effective unless it is in writing and signed by the party waiving the breach, failure, right or remedy. No waiver of any breach, failure, right or remedy shall be deemed a waiver of any other breach, failure, right or remedy, whether or not similar, nor shall any waiver constitute a continuing waiver unless the writing so specifies.

XXII. Headings

Headings herein are for convenience of reference only and shall in no way affect interpretation of the Agreement.

XXIII. Advertising or Publicity

Contractor shall not use the name of COUNTY, its officers, directors, employees or agents, in advertising or publicity releases or otherwise without securing the prior written consent of COUNTY in each instance.

XXIV. Survival

The obligations of this Agreement, which by their nature would continue beyond the termination on expiration of the Agreement, including without limitation, the obligations regarding Mutual Indemnification, shall survive termination or expiration.

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XXV. Severability
If a court of competent jurisdiction holds any provision of this Agreement to be illegal, unenforceable, or invalid in whole or in part for any reason, the validity and enforceability of the remaining provisions, or portions of them, will not be affected, unless an essential purpose of this Agreement would be defeated by the loss of the illegal, unenforceable, or invalid provision.

XXVI. Term of Agreement
Subject to compliance with the terms and conditions of the Agreement, the term of this Agreement shall be from July 1, 2009, through June 30, 2010.
EXHIBIT A
SCOPE OF SERVICE

A. Starting July 1, 2009, through June 30, 2010, Contractor shall guarantee one bed per day for Acute Mental Health Services in Module 8A of the Santa Clara County Main Jail. Contractor will maintain one bed available for COUNTY per day. When COUNTY requires additional beds, COUNTY will contact Contractor’s Mental Health Director or her designee to verify if bed space is available. In the event Contractor accepts an inmate/patient from COUNTY and Contractor later needs the bed for a Santa Clara County inmate/patient because all other available beds in Module 8A have become full, Contractor has the option to transport the inmate/patient back to COUNTY or to a location designated by COUNTY within 24 hours after notice is given to COUNTY that an inmate must be removed due to unavailability of bed space. COUNTY will pay any costs associated with transporting the inmate/patient to COUNTY, or to the location designated by COUNTY. Contractor will provide COUNTY with at least 24 hours notice in the event that a COUNTY inmate must be removed due to the unavailability of bed space.

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 County 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 Alameda 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

Inmate/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.
- Diagnosis of severe mental illness; major depression, manic-depressive illness or schizophrenic disorder.

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...
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.

G. Contractor will provide County with at least 24 hours notice in the event that a County inmate must be removed due to events stated on E and F above.
PAYMENTS

A. COUNTY will guarantee payment for 365 bed days at a rate of $1,350, for a maximum of one bed, per day for the period July 1, 2009, through June 30, 2010. For additional bed days beyond the initial 365, the rate of payment is $1,500 per bed, per day. Invoices will be sent monthly and include the number and names of inmate/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. The amount of this agreement shall not exceed $1,500,000 for the Period July 1, 2009 to June 30, 2010.

B. COUNTY will pay Contractor $285 per x-ray taken of inmate/patients. Contractor shall indicate on the monthly invoice the number and names of inmate/patients for whom x-rays are 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 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 charges incurred.

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 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.

G. COUNTY shall pay Contractor within 30 days of approval of invoice.

H. COUNTY shall pay Contractor for the following services at the rates indicated:

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. A single charge of $1,209.00 plus $11.46 / mile.

2. Non ambulance transport provided by Contractor to or from any hospital with two Correctional Officers not exceeding a 5-hour period.

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3. One hospital guard. This rate applies in the event that the inmate/patient’s hospital visit exceeds a 5-hour period.
   a. $67.25 / 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. $67.25 / hour.

5. Rate for County of Santa Clara, County Counsel attorneys handling court proceedings for COUNTY inmate/patients.
   a. $212.00 / hour.

6. Rate for County of Santa Clara, County Public Defender attorneys handling court proceedings for COUNTY inmate/patients.
   a. $240.00 / hour.

7. Rate for County of Santa Clara paralegals completing work as directed by Santa Clara County, County Counsel or Public Defender attorneys handling court proceedings for COUNTY inmate/patients.
   a. $85.00 / hour.

8. Court Hearing Officer.
   a. $341 each hearing.

I. All payments under this Agreement shall be made payable to Santa Clara County Department of Correction, and sent via U.S. mail to the following address:

Santa Clara County Department of Correction
Attn: Financial Services Division
180 W. Hedding St.
San Jose, CA 95110

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### COUNTY OF ALAMEDA MINIMUM INSURANCE REQUIREMENTS

Without limiting any other obligation or liability under this Agreement, the Contractor, at its sole cost and expense, shall secure and keep in force during the entire term of the Agreement or longer, as may be specified below, the following insurance coverage, limits and endorsements:

<table>
<thead>
<tr>
<th>TYPE OF INSURANCE COVERAGE</th>
<th>MINIMUM LIMITS</th>
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<tbody>
<tr>
<td><strong>A</strong> Commercial General Liability</td>
<td>$1,000,000 per occurrence (CSL) Bodily Injury and Property Damage</td>
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<tr>
<td>Premises Liability; Products and Completed Operations; Contractual Liability; Personal Injury and Advertising Liability; Abuse, Molestation, Sexual Actions, and Assault and Battery</td>
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<tr>
<td><strong>B</strong> Commercial or Business Automobile Liability</td>
<td>$1,000,000 per occurrence (CSL) Any Auto Bodily Injury and Property Damage</td>
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<tr>
<td>All owned vehicles, hired or leased vehicles, non-owned, borrowed and permissive uses. Personal Automobile Liability is acceptable for individual contractors with no transportation or hauling related activities</td>
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<tr>
<td><strong>C</strong> Workers’ Compensation (WC) and Employers Liability (EL)</td>
<td>WC: Statutory Limits EL: $100,000 per accident for bodily injury or disease</td>
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<td>Required for all contractors with employees</td>
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<tr>
<td><strong>D</strong> Professional, Medical and Hospital Liability</td>
<td>$3,000,000 per occurrence $10,000,000 aggregate Bodily Injury and Property Damage</td>
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<tr>
<td><strong>E</strong> Endorsements and Conditions:</td>
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<tr>
<td>1. <strong>ADDITIONAL INSURED:</strong> All insurance required above shall be endorsed to name as additional insured: County of Alameda, its Board of Supervisors, the individual members thereof, and all County officers, agents, employees and representatives, with the exception of Professional Liability, Workers’ Compensation and Employers Liability.</td>
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<tr>
<td>2. <strong>DURATION OF COVERAGE:</strong> All required insurance shall be maintained during the entire term of the Agreement with the following exception: Insurance policies and coverage(s) written on a claims-made basis shall be maintained during the entire term of the Agreement and until 3 years following termination and acceptance of all work provided under the Agreement, with the retroactive date of said insurance (as may be applicable) concurrent with the commencement of activities pursuant to this Agreement.</td>
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<td>3. <strong>REDUCTION OR LIMIT OF OBLIGATION:</strong> All insurance policies shall be primary insurance to any insurance available to the Indemnified Parties and Additional Insured(s). Pursuant to the provisions of this Agreement, insurance effected or procured by the Contractor shall not reduce or limit Contractor’s contractual obligation to indemnify and defend the Indemnified Parties.</td>
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<td>4. <strong>INSURER FINANCIAL RATING:</strong> Insurance shall be maintained through an insurer with a A.M. Best Rating of no less than A:VII or equivalent, shall be admitted to the State of California unless otherwise waived by Risk Management, and with deductible amounts acceptable to the County. Acceptance of Contractor’s insurance by County shall not relieve or decrease the liability of Contractor hereunder. Any deductible or self-insured retention amount or other similar obligation under the policies shall be the sole responsibility of the Contractor.</td>
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<td>5. <strong>SUBCONTRACTORS:</strong> Contractor shall include all subcontractors as an insured (covered party) under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.</td>
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<td>6. <strong>JOINT VENTURES:</strong> If Contractor is an association, partnership or other joint business venture, required insurance shall be provided by any one of the following methods:</td>
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<td>- Separate insurance policies issued for each individual entity, with each entity included as a “Named Insured (covered party),” or at minimum named as an “Additional Insured” on the other’s policies.</td>
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<tr>
<td>- Joint insurance program with the association, partnership or other joint business venture included as a “Named Insured.”</td>
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<td>7. <strong>CANCELLATION OF INSURANCE:</strong> All required insurance shall be endorsed to provide thirty (30) days advance written notice to the County of cancellation.</td>
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<td>8. <strong>CERTIFICATE OF INSURANCE:</strong> Before commencement of any operations under this Agreement, Contractor shall provide Certificate(s) of insurance and applicable insurance endorsements, in form and satisfactory to County, evidencing that all required insurance coverage is in effect. The County reserves the rights to require the Contractor to provide complete, certified copies of all required insurance policies. The require certificate(s) and endorsements must be sent to:</td>
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<td>- Department/Agency issuing the contract</td>
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<td>- With a copy to Risk Management Unit (125 – 12th Street, 3rd Floor, Oakland, CA 94607)</td>
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</table>
CERTIFICATE OF COVERAGE
ISSUED BY
SANTA CLARA COUNTY

This is to Certify to: Alameda County Behavioral Health Care
2000 Embarcadero Cove, Suite 400
Oakland, CA 94606
Attn.: Julie Fung

The following described coverage is in force at this date as set forth below:

Assured: Santa Clara County
70 W. Hedding Street
San Jose, CA 95110

Insurer

1. Self-Funded Retention
2. Self-Funded Retention
3. Self-Funded Retention
4. CSAC Excess Insurance Authority

Expiration
Continuous
Continuous
Continuous
October 1, 2009

Type of Coverage

1. Comprehensive General & Automobile Liability
2. Workers’ Compensation
3. Medical Malpractice
4. Excess Medical Malpractice
CSAC Excess Insurance Authority

Limits
$2,000,000 Per Occurrence
$4,000,000 Per Occurrence
$500,000 Per Occurrence
$3,000,000 Per Occurrence
$1,000,000 Aggregate

Coverage provided may not be canceled nor coverage reduced without 30 days prior written notice of such to the certificate holder. This certificate pertains to the contract between the County of Santa Clara, Department of Correction and Alameda County Behavioral Health Care to provide Inpatient Mental Health Services for inmates at the Main Jail. This certificate expires June 30, 2010.

Cindy Cho
Insurance Technical Manager
April 24, 2009

FY09-114AlamedaCo.DOCInmatesSrvcs

Board of Supervisors: Donald F. Gage, George M. Shiraoka, Dave Cortese, Ken Yeager, Liz Kniss
Acting County Executive: Gary A. Graves
# Certificate of Coverage

**CSAC Excess Insurance Authority (CSAC EIA)**

**CERTIFICATE NO. ISSUE DATE (MM/DD/YYYY)**

<table>
<thead>
<tr>
<th>MEMORANDUM NUMBER</th>
<th>COVERAGE EFFECTIVE DATE</th>
<th>COVERAGE EXPIRATION DATE (MM/DD/YYYY)</th>
<th>LIABILITY LIMITS</th>
</tr>
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<td>10/01/2008</td>
<td>10/01/2009</td>
<td></td>
</tr>
</tbody>
</table>

**Coverage**

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BELOW.

**Covered Party**

SANTA CLARA COUNTY
ATTN: LANCE SPOSITO
C/O ESA INSURANCE
2310 NORTH FIRST STREET, SUITE 203
SAN JOSE, CA 95131

**Cov. Type of Coverage**

<table>
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<tr>
<th>MEMORANDUM NUMBER</th>
<th>COVERAGE EFFECTIVE DATE</th>
<th>COVERAGE EXPIRATION DATE (MM/DD/YYYY)</th>
<th>LIABILITY LIMITS</th>
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<td>A</td>
<td>Health Facilities Professional Liability</td>
<td>EIA 07-M1-10</td>
<td>10/01/2008</td>
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<td></td>
<td>Health Facilities General Liability</td>
<td>EIA 07-M1-10</td>
<td>10/01/2008</td>
</tr>
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</table>

**Description of Operations/Locations/Vehicles/Special Items:**

AS RESPECTS EVIDENCE OF COVERAGE ONLY FOR HOUSING OF MENTALLY ILL INMATES FROM ALAMEDA COUNTY AT THE SANTA CLARA COUNTY MAIN JAIL FACILITY FROM JULY 1, 2009 TO JUNE 30, 2010.

**Certificate Holder**

ALAMEDA COUNTY BEHAVIORAL HEALTH CARE SERVICES
ATTN: JULIE FUNG
2010 EMBARCADERO COVE, SUITE 101
OAKLAND, CA 94606

**CANCELLATION**

SHOULD ANY OF THE ABOVE DESCRIBED MEMORANDUMS BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 30 DAYS WRITE NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT. BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND ON THE COMPANY, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

CSAC EXCESS INSURANCE AUTHORITY (CSAC EIA)
EXHIBIT D
Business Associate Provisions

(HIPAA)

1. Regulatory References. All references to regulatory sections, parts and subparts in this Exhibit are to Title 45 of the Code of Federal Regulations as in effect or as amended, unless otherwise specified.

2. Definitions

Capitalize terms used, but not otherwise defined, in this Agreement shall have the same meaning as those terms are defined in 45 Code of Federal Regulations Parts 160 and 164 (the “HIPAA Privacy Rule”). In the event of an inconsistency between the provisions of this Agreement and the mandatory provisions of the HIPAA Privacy Rule, as amended, the Privacy Rule shall control. Where provisions of this Agreement are different than those mandated in the HIPAA Privacy Rule, but are nonetheless permitted by the Privacy Rule, the provisions of this Agreement shall control. All regulatory references in this Agreement are to HIPAA Privacy Rule unless otherwise specified.

(a) Business Associate (“Receiving Party”) shall have the meaning given to such term at 45 CFR 160.103.

(b) Covered Entity (“Disclosing Party”) shall have the meaning given to such term at 45 CFR 160.103.

(c) Individual. “Individual” shall have the meaning given to such term at 45 CFR 165.501 and shall include a person who qualifies as a personal representative in accordance with Section 164.502(g).

(d) Privacy Rule. “Privacy Rule” shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 Code of Federal Regulations Part 160 and Part 164, Subparts A and E.

(e) Protected Health Information. “Protected Health Information” (PHI) shall have the meaning given to such term at 45 CFR 164.501.

(f) Protected Information. “Protected Information” shall mean PHI provided by Disclosing Party to Receiving Party or created or received by Receiving Party on behalf of Disclosing Party.

(g) Required By Law. “Required by law” shall have the same meaning as the term “required by law” in section 164.501.

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Secretary. "Secretary" shall mean the Secretary of the United States Department of Health and Human Services or his or her designee.

3. The parties to this Agreement are each a "Covered Entity" and will each be using and disclosing PHI for purposes that render each party a Business Associate of the other party. The use and disclosure of PHI shall be pursuant to the terms of this Exhibit.

4. Obligations and Activities of Receiving Party

(a) Receiving Party acknowledges and agrees that all Protected Information in any form (including paper record, oral communication, audio recording and electronic display) shall be subject to this Exhibit.

(b) Receiving Party agrees to not use or further disclose Protected Information other than as permitted or required by this Exhibit or as Required by Law.

(c) Receiving Party agrees to use appropriate safeguards to prevent the use or disclosure of the Protected Information other than as provided for by this Exhibit.

(d) Receiving Party agrees to mitigate, to the extent practicable, any harmful effect that is known to Receiving Party of a use or disclosure of Protected Information by Receiving Party in violation of the requirements of this Agreement. Mitigation includes, but is not limited to, the taking of reasonable steps to ensure that the actions or omissions of employees of Receiving Party do not cause Receiving Party to breach the terms of this Agreement.

(e) Receiving Party agrees to report to Disclosing Party any use or disclosure of the Protected Information, of which it becomes aware, that is not directly related to Receiving Party's performance of the Scope of Work set forth in Exhibit A of this Agreement.

(f) Receiving Party agrees to ensure that any agent, including a subcontractor, to whom it provides Protected Information, agrees to the same restrictions and conditions that apply through this Agreement to Receiving Party with respect to such information. Receiving Party shall not subcontract with respect to this Agreement without the advanced consent of Disclosing Party.

(g) Receiving Party agrees to make internal practices, books, and records relating to the use and disclosure of Protected Information available to the Disclosing Party, or at the request of the Disclosing Party to the Secretary, in a time and manner designated by the Disclosing Party or the Secretary, for purposes of the Secretary determining Disclosing Party's compliance with the Privacy Rule.
(h) To the extent Receiving Party is required to make Protected Information available to an Individual pursuant to Sections 164.524 and/or 164.526, Receiving Party shall do so solely by way of coordination with Disclosing Party.

(i) Receiving Party agrees to document such disclosures of Protected Information and information related to such disclosures as would be required for Disclosing Party to respond to a request by an Individual for an accounting of disclosures of Protected Information in accordance with Section 164.528.

(j) Receiving Party agrees to provide to Disclosing Party or an Individual, in the time and manner designated by Disclosing Party, information collected in accordance with Section (h) of this Exhibit, to permit Disclosing Party to respond to a request by an Individual for an accounting of disclosures of Protected Information in accordance with Section 164.528.

5. Permitted Uses and Disclosures by Receiving Party

(a) Except as otherwise limited in this Agreement, Receiving Party may use or disclose Protected Information to perform functions, activities, or services for, or on behalf of, Disclosing Party as specified in Exhibit A of this Agreement, provided that such use or disclosure would not violate the Privacy Rule if done by Disclosing Party.

(b) Receiving Party may use and disclose Protected Information as permitted in Section 164.504.

6. Receiving Party Obligations upon Termination or Expiration of Agreement

(a) Disclosing Party has the right to terminate this Agreement as set forth in this Agreement and as otherwise permitted by applicable state and federal law. In the event of termination for any reason, or upon the expiration of this Agreement, Receiving Party shall return or destroy all Protected Information. This provision shall apply to Protected Information that is in the possession of subcontractors or agents of Receiving Party. Receiving Party shall retain no copies of the Protected Information.

(b) In the event that Receiving Party determines that returning or destroying the Protected Information is infeasible, Receiving Party shall provide to Disclosing Party notification of the conditions that make return or destruction infeasible. Upon mutual agreement of the Parties that return or destruction of Protected Information is infeasible, Receiving Party shall extend the protections of this Agreement to such Protected Information and limit further uses and disclosures of such Protected Information to those purposes that make the return or destruction infeasible, for so long as Receiving Party maintains such Protected Information.

6. Miscellaneous

(a) Regulatory References. A reference in this Exhibit to a section in the Privacy Rule means the section as in effect or as amended, and for which compliance is required.

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(b) **Amendment.** The Parties agree to take such action as is necessary to amend this Exhibit from time to time as is necessary for Disclosing Party to comply with the requirements of the Privacy Rule and the Health Insurance Portability and Accountability Act.

(c) **Survival.** In addition to the provisions with respect to survival as set forth elsewhere in this Agreement, the following shall apply. The respective rights and obligations of Receiving Party with respect to Protected Information in the event of termination, cancellation or expiration of this Agreement shall survive said termination, cancellation or expiration of this Agreement, and shall continue to bind Receiving Party, its agents, employees, contractors and successors as set forth herein.

(d) **Third Parties.** Except as expressly provided herein or expressly stated in the Privacy Rule, the parties to this Agreement do not intend to create any rights in any third parties.

(e) **Preemption.** The provisions of this Agreement are intended to establish the minimum requirements regarding Receiving Party's use and disclosure of Protected Information under the HIPAA Privacy Rule. The use and disclosure of individually identified health information is also covered by applicable California law. To the extent that California law is more stringent with respect to the protection of such information, applicable California law shall govern Receiving Party's use and disclosure of individually identifiable health information related to the performance of this Agreement.

(f) **Interpretation.** Any ambiguity in this Agreement shall be resolved in favor of a meaning that permits Disclosing Party to comply with the Privacy Rule.
EXHIBIT E
ADMISSION CHECK LIST FOR TRANSFER TO
SANTA CLARA COUNTY CUSTODY ACUTE PSYCHIATRIC TREATMENT UNIT

☐ *Original 5150
☐ *Mental Health Face Sheet
  *note if client is currently open to county mental health services, includes public guardian's services for LPS conservatorship.
☐ Provider, address and phone.

☐ Private Agency Provider, address number.

☐ Patient's psychiatric history prior to arrest.
☐ All documents from PES if patient was evaluated.
☐ Patient's psychiatric history while in jail.
☐ Current Medications, Psychotropic and other. Provide dosage and frequency for all.

☐ Patient's medical history. Current medical problems acute and chronic, include patient progress notes.

☐ Family members we can contact
☐ *Any consents the patient has already signed.
☐ *Original crisis assessment done at booking (if available)
☐ *Date of Arrest/Charges

☐ *Public Defender Name/Phone

☐ *Patient's next scheduled court date

☐ *Court Department/ Phone

☐ *Is the patient on parole or probation. If yes, his/her agent's name and phone number.

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