



**COUNTY OF SAN MATEO**  
**Inter-Departmental Correspondence**  
Health System



**DATE:** June 3, 2011  
**BOARD MEETING DATE:** June 28, 2011  
**SPECIAL NOTICE/HEARING:** None  
**VOTE REQUIRED:** Majority

**TO:** Honorable Board of Supervisors

**FROM:** Jean S. Fraser, Chief, Health System  
Nomalee Tilman, Director, Correctional Health Services

**SUBJECT:** Agreement with Santa Clara County for Acute Inpatient Mental Health Treatment

**RECOMMENDATION:**

Adopt a Resolution:

- A) Waiving the Request for Proposals process and authorizing the President of the Board to execute an Agreement with Santa Clara County for one bed at the Santa Clara County Main Jail for San Mateo County inmate-patients for the term of July 1, 2011 through June 30, 2013, for a maximum obligation of \$1,748,093; and
- B) Authorizing the Chief of the Health System or designee to execute contract amendments which modify the County's maximum fiscal obligation by no more than \$25,000 (in aggregate), and/or modify the contract term and/or services so long as the modified term or services is/are within the current or revised fiscal provisions.

**BACKGROUND:**

Since 1997 the Health System has contracted with Santa Clara County to provide beds for San Mateo County inmates requiring acute inpatient mental health treatment. On June 9, 2009, by Resolution 070152 your Board approved an Agreement which provided two guaranteed beds at the Santa Clara County Main Jail for the period July 1, 2009 to June 30, 2011.

**DISCUSSION:**

Correctional Health Services provides mental health coverage for suicide screening, outpatient treatment and behavior management in County facilities. However, some of the most seriously mentally ill inmates require more intensive and involuntary inpatient treatment. Santa Clara County provides beds in its main jail for inmates requiring acute inpatient mental health treatment. This is the only correctional inpatient psychiatric unit in the Bay Area. The Agreement also provides that San Mateo County will reimburse Santa Clara for 60% of costs for acute medical services incurred at the Santa Clara Valley Medical Center, and 100% of medical costs provided by any other medical facility.

Due to the high costs associated with this Agreement staff have worked to minimize the

use of these acute inpatient beds and have reduced the contract from two dedicated beds to one bed. The Agreement gives San Mateo County the ability to manage bed days within a monthly period. For example, should San Mateo County send two inmates to the inpatient facility from July 1<sup>st</sup>-15<sup>th</sup> and no inmates from July 16<sup>th</sup>-31<sup>st</sup>, San Mateo County would only be charged for the use of one bed at no additional cost. Should the number of bed days used in a given month exceed 30 days San Mateo County would pay an additional \$1,500 per bed day.

A waiver of the Request for Proposals requirement is requested as Santa Clara County is the only provider of this service in the Bay Area. It has been providing this service to San Mateo County's seriously mentally ill inmates since 1997.

County Counsel has reviewed and approved the Agreement and Resolution as to form and content. As required by the contractor, the Agreement is the Santa Clara County standard form agreement and therefore contains hold harmless and non-discrimination language different than that of San Mateo County. The contractor provides equal benefits and complies with the Employee Jury Service Ordinance, though the contract does not include the standard language. The County Manager has approved a waiver of the standard language regarding non-discrimination, employee jury service and equal benefits. Risk Management has reviewed and approved the insurance coverage.

Approval of this Agreement contributes to the Shared Vision 2025 outcome of a Healthy Community by ensuring that critical inpatient mental health care is provided to seriously mentally ill inmates of the San Mateo County jails. It is anticipated that the number and percent of mentally ill inmates engaging in treatment by receiving medications will remain stable over the next year.

**Performance Measure:**

Measure	FY 2010-11 Estimate	FY 2011-12 Projected
Number and percent of mentally ill inmates engaging in treatment by receiving medications	1250/50%	1250/50%

**FISCAL IMPACT:**

The term of the Agreement is July 1, 2011 through June 30, 2013. The Agreement maximum is \$1,748,093. The cost of one guaranteed bed at a rate of \$1,425 per bed per day is \$1,041,675 for the period July 1, 2011 through June 30, 2013. The cost of 365 bed days beyond the guaranteed one bed per day is included in the Agreement maximum at a rate of \$1,500 per bed per day or \$547,500. It is anticipated that Correctional Health staff will be able to manage the bed days so that additional bed days are rarely used. The Agreement maximum also includes \$79,459 per year for medical expense reimbursement, which is paid based on actual use. Costs associated with the Agreement are included in the Correctional Health Services tentatively Adopted FY 2011-12 Budget and are funded by Net County Cost. Similar arrangements will be made for FY 2012-13.

**RESOLUTION NO. \_\_\_\_\_**

**BOARD OF SUPERVISORS, COUNTY OF SAN MATEO, STATE OF CALIFORNIA**

**\* \* \* \* \***

**RESOLUTION: A) WAIVING THE REQUEST FOR PROPOSALS PROCESS AND AUTHORIZING THE PRESIDENT OF THE BOARD TO EXECUTE AN AGREEMENT WITH SANTA CLARA COUNTY FOR ONE BED AT THE SANTA CLARA COUNTY MAIN JAIL FOR SAN MATEO COUNTY INMATE-PATIENTS FOR THE TERM OF JULY 1, 2011 THROUGH JUNE 30, 2013, FOR A MAXIMUM OBLIGATION OF \$1,748,093; AND B) AUTHORIZING THE CHIEF OF THE HEALTH SYSTEM OR DESIGNEE TO EXECUTE CONTRACT AMENDMENTS WHICH MODIFY THE COUNTY'S MAXIMUM FISCAL OBLIGATION BY NO MORE THAN \$25,000 (IN AGGREGATE), AND/OR MODIFY THE CONTRACT TERM AND/OR SERVICES SO LONG AS THE MODIFIED TERM OR SERVICES IS/ARE WITHIN THE CURRENT OR REVISED FISCAL PROVISIONS**

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**RESOLVED**, by the Board of Supervisors of the County of San Mateo, State of California, that

**WHEREAS**, Ordinance Code Section 2.83.170 authorizes the Board of Supervisors to waive the Request for Proposals process in any situation where the Board of Supervisors determines that the best interest of the County could be served without the necessity of proposals; and

**WHEREAS**, this Board has been asked to waive the Request for Proposals requirements in order for Correctional Health Services to contract with Santa Clara County to provide acute inpatient mental treatment for San Mateo County inmates; and

**WHEREAS**, this Board has determined that it is in the best interest of the County to waive the Request for Proposals process; and

**WHEREAS**, there has been presented to this Board of Supervisors for its consideration and acceptance an Agreement, reference to which is hereby made for further particulars; whereby Santa Clara County shall provide acute inpatient mental health treatment for San Mateo County inmates for the term of July 1, 2011 through June 30, 2013, for the total obligation of \$1,748,093; and

**WHEREAS**, this Board of Supervisors has been presented with the Agreement and has examined and approved it as to both form and content and desires to enter into the Agreement.

**NOW, THEREFORE, IT IS HEREBY DETERMINED AND ORDERED** that the County requirement for the Request for Proposals process for said Agreement is hereby waived; and

**BE IT FURTHER RESOLVED** that the President of this Board of Supervisors is hereby authorized and directed to execute said Agreement for and on behalf of the County of San Mateo, and the Clerk of this Board shall attest the President's signature thereto.

**BE IT FURTHER RESOLVED** that the Chief of the Health System or designee is authorized to execute contract amendments which modify the County's maximum fiscal obligation by no more than \$25,000 (in aggregate), and/or modify the contract term and/or services so long as the modified term or services is/are within the current or revised fiscal provisions.

\* \* \* \* \*

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

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

**RECITALS**

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

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

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

Now, the parties agree as follows:

**I. Obligations of Contractor**

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

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

**II. Obligations of COUNTY**

A. COUNTY will provide Contractor with a complete assessment by a licensed clinician for each inmate/patient receiving services under the terms of this Agreement, except that this obligation shall not attach when there is no mental health professional on site or when an inmate/patient is being transported pursuant to Welfare and Institutions Code, Section 5150 following a recommendation from an "on-call" San Mateo Correctional Health professional.

B. Upon transport, or as soon as is practicable thereafter, COUNTY will provide Contractor with background information on each inmate/patient that is pertinent to their psychiatric treatment, which is outlined in the Admissions Checklist and

- attached as Exhibit D, including, but not limited to, criminal charges, violence potential, treatment history and medications prior to incarceration. COUNTY will designate a contact person who will respond in a timely manner to the requests of Contractor's acute psychiatric staff for collateral information from other treatment facilities in COUNTY.
- C. If a COUNTY inmate/patient is determined to require a temporary conservatorship, COUNTY will be responsible for obtaining the necessary documentation from Contractor and initiating conservatorship proceedings through the Court and the Public Guardian's Office in San Mateo County, ensuring that time lines are met and the conservatorship is granted. COUNTY shall maintain any conservatorships until the patient is released from custody. Contractor will cooperate with COUNTY to provide the necessary documentation in a timely manner.
  - D. In the event that Contractor provides COUNTY Counsel or Public Defender legal services for Riese Hearings, capacity hearings, hearings under Welfare and Institutions Code section 5250, et seq., or related court proceedings involving COUNTY inmates/patients, COUNTY will pay hourly rate for attorney and paralegal time. COUNTY will also pay the fee for a Santa Clara County Court hearing officer.
  - E. The parties believe that a valid "Riese Hearing" appropriately conducted by a Santa Clara County hearing officer in which there is a finding of no capacity to give informed consent is sufficient justification for administration of psychotropic medication for a San Mateo County inmate/patient who refuses medication, absent an order to the contrary issued by a court of competent jurisdiction.
  - F. Contractor will be responsible for initiating a Riese Hearing and a 14-day Certification Hearing under Welfare and Institutions Code Section 5250 when necessary.
  - G. COUNTY is solely responsible for obtaining any necessary documentation to comply with any laws or regulations regarding the removal, transfer or transporting of inmates for medical or mental health treatment. Any necessary documentation within the ownership or control of Contractor shall be provided to COUNTY in an expeditious and statutorily compliant manner and shall not be unreasonably withheld.

### **III. Payments**

- A. Rate of Payment. The rate and terms of payment shall be as specified in Exhibit B. Any rate increase not specified in this Agreement is subject to approval of the Mental Health Program Supervisor or designee, and shall not be binding on COUNTY unless so approved in writing. Each payment shall be conditioned on performance of the services described in Exhibit A to the full satisfaction of COUNTY. The total amount of this Agreement shall not exceed **\$1,748,093.**

- 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 San Mateo County Personnel Policies.

#### **V. Mutual Indemnification**

In lieu of and notwithstanding the pro rata risk allocation which might otherwise be imposed between the parties pursuant to California Government Code Section 895.6, the parties agree that all losses or liabilities incurred by a party shall not be shared pro rata but instead the COUNTY and Contractor agree that pursuant to 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.

## **VII. Liability Insurance**

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

## **VIII. Non-Discrimination**

COUNTY shall comply with all applicable Federal, State, and local laws and regulations including Santa Clara County'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 COUNTY, this Agreement is not assignable in whole or in part. Any assignment by Contractor without the approval is a material breach of the Agreement and shall automatically terminate this Agreement.
- B. Contractor shall not employ subcontractors or consultants to carry out the responsibilities undertaken pursuant to this Agreement without the formal approval of COUNTY, except in the event an inmate/patient receives urgent, emergency, inpatient or specialty medical care provided at a facility other than Santa Clara Valley Medical Center.
- C. All assignees, subcontractors, or consultants approved by COUNTY, shall be subject to the same terms and conditions applicable to Contractor under this Agreement, and Contractor shall be liable for the acts or omissions of its assignees, subcontractors, or consultants.
- D. All agreements between Contractor and assignee, subcontractor or consultant for services under this Agreement shall be in writing and shall be provided to COUNTY, except as provided in paragraph B above.



- E. Nothing in this Agreement precludes Contractor from hiring, by contract relationship, professional staff to perform services in Contractor's Mental Health Unit.

**X. Amendment of Agreement**

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

**XI. Records**

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

**XII. Interpretation and Enforcement**

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

In the case of San Mateo County, to:

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

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

In the case of Contractor, to:

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

With copy to:

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

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

### **XIII. Term of Agreement**

Subject to compliance with the terms and conditions of the Agreement, the term of this Agreement shall be from July 1, 2011, through June 30, 2013. This Agreement may be terminated by either party with or without cause at any time upon 30-days written notice to the other party.

### **XIV. Termination**

- A. This Agreement is contingent upon the appropriation of sufficient funding by the County of Santa Clara for the services covered by this Agreement. If funding is reduced or deleted by the County of Santa Clara for the services covered by this Agreement, the County of Santa Clara has the option to either terminate this Agreement without notice and with no liability occurring to the County of Santa Clara or to offer an amendment to this Agreement indicating the reduced amount.
- B. If either party terminates this Agreement pursuant to the provision herein, COUNTY shall pick up or make alternate arrangements for transfer of each inmate/patient receiving services pursuant to this Agreement within 24 hours of the effective date of termination. COUNTY shall be responsible for payment to the County of Santa Clara pursuant to payment terms of this Agreement until such time as the inmate/patients are picked up or transferred.

### **XV. Contractor No-Smoking Policy**

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

## XVI. Contractor, Beverage Nutritional Criteria

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

### COUNTY OF SAN MATEO

\_\_\_\_\_  
Carole Groom                      Date  
President of the Board  
County of San Mateo

ATTEST:

By: \_\_\_\_\_  
Clerk of Said Board

### CONTRACTOR

John Hirokawa                      5/25/2011  
\_\_\_\_\_  
John Hirokawa                      Date  
Chief of Correction  
County of Santa Clara

### APPROVED AS TO FORM AND LEGALITY

Cheryl A. Stevens                      5/25/11  
\_\_\_\_\_  
Cheryl A. Stevens                      Date  
Deputy County Counsel  
Santa Clara County

Gary A. Graves                      6/2/11  
\_\_\_\_\_  
Gary A. Graves                      Date  
Chief Operating Officer  
County of Santa Clara

**EXHIBIT A**  
**SCOPE OF SERVICE**

- A. Starting July 1, 2011, through June 30, 2013, Contractor shall guarantee one bed for Acute Mental Health Services in Module 8A of the Santa Clara County Main Jail. Contractor will maintain one bed available for COUNTY at any given time. Contractor will provide additional beds in module 8A on a space available basis, and at the sole discretion of the Contractor. COUNTY will contact Contractor's Mental Health Director or her designee to verify if bed space is available.
- B. Acute Inpatient Mental Health Services shall include all services provided to Santa Clara County inmates housed in the same facility. These services include, but are not limited to, psychiatric, psychological and counseling services; physician and nursing services; ancillary services, including laboratory tests or medications; and routine medical and dental services.
- C. In the event that an inmate/patient requires medical care not provided in the Santa Clara County Main Jail, the inmate/patient will be transported to Santa Clara Valley Medical Center. In urgent or emergency situations, an inmate/patient may be transported to a hospital other than Santa Clara Valley Medical Center. Notification of any hospitalization or specialty medical services provided outside of the Santa Clara County Main Jail will be given to San Mateo County, Mental Health Program Supervisor or designee. COUNTY and Contractor shall jointly develop a procedure for prior approval of hospital inpatient stays or specialty outpatient medical services.
- D. Admission Criteria/Acute Mental Health Unit/Main Jail

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 pursuant to the Lanterman-Petris-Short Act; and,

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 not diagnosed with a severe mental illness cannot be admitted for treatment in Module 8A.

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

**EXHIBIT B**  
**TERMS AND CONDITIONS OF PAYMENT**

**PAYMENT**

- A. COUNTY will guarantee payment for 366 bed days at a rate of \$1,425 per bed, per day for the period of July 1, 2011 through June 30, 2012, and 365 bed days at a rate of \$1,425 for the period July 1, 2012 through June 30, 2013. For additional bed days beyond the guaranteed one bed per day, the rate of payment is \$1,500 per bed day. Bed days will be managed within a monthly period. The \$1,500 bed day rate will be in effect after COUNTY has used 30 bed days each in September, April, June and November, 31 bed days each in January, March, May, July, August, October, and December, and 28/29 bed days in February. Invoices will be sent monthly for the guaranteed number of bed days and additional bed days 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.
- 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 at 100% of charges incurred. Such charges will be included in Contractor's monthly invoice.
- D. In the event that Contractor provides additional services such as hazardous materials clean-up or interpreters for hearing-impaired inmate/patients, COUNTY will pay 100% of actual charges.
- E. In the event that Contractor provides County Counsel or Public Defender legal services for Riese Hearings, capacity hearings, hearings under Welfare and Institutions Code section 5250, et seq., or related court proceedings involving COUNTY inmate/patients, COUNTY will pay hourly rate for attorney and paralegal time. COUNTY will also pay the fee for a Santa Clara County Court hearing officer.
- F. COUNTY shall pay Contractor within 30 days of approval of invoice.
- G. COUNTY shall pay Contractor for the following services:

1. Ambulance transport to any hospital arranged by Contractor with two Correctional Officers which is completed within a 5-hour period. COUNTY will pay 100% of medically-related charges incurred during transport, including, but not limited to, oxygen, intubation, and drugs administered.
  - a. 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.
  - a. A single charge of \$672.50 plus \$11.46 / mile.
3. One hospital guard. This rate applies in the event that the inmate/patient's hospital visit exceeds a 5-hour period.
  - a. \$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. \$216.00 / 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. \$87.00 / hour.

8. Court Hearing Officer.

a. \$341 each hearing.

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

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



**EXHIBIT C**  
**INSURANCE REQUIREMENTS**

**1. MANDATORY INSURANCE POLICIES**

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

**(a) \_\_\_\_\_ Commercial General Liability**

**(i) Minimum Scope of Insurance**

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

**(ii) Mandatory Policy Contents or Endorsement Provisions**

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

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

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

**(iii) Minimum Limits of Insurance**

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

**(b) X Automobile Liability Coverage**

(i) Minimum Scope of Insurance

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

(ii) Mandatory Policy Contents or Endorsement Provisions

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

(iii) Minimum Limits of Insurance

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

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

(i) Minimum Scope of Insurance

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

(ii) Mandatory Policy Contents or Endorsements Provisions

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

(iii) Minimum Limits of Insurance

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

d.   X   **Professional Errors and Omissions Liability Insurance**

(i) Minimum Scope of Insurance

Coverage form subject to COUNTY Approval.

(ii) Minimum Limits of Insurance

Contractor shall maintain Policy limits of not less than One Million Dollars (\$1,000,000) per incident and One Million Dollars (\$1,000,000) annual aggregate, with deductible or self-insured portion not to

exceed Two Thousand Five Hundred Dollars (\$2,500). Coverage may be made on a claims-made basis with a "Retro Date" either prior to the date of the Contract or the beginning of the Contract work. If claims-made, coverage must extend to a minimum of twelve (12) months beyond completion of project. If coverage is cancelled or non-renewed, and not replaced with another claims made policy form with a "Retro Date" prior to the Contract effective date, the Contractor must purchase "extended reporting" coverage for a minimum of twelve (12) months after completion of Contract work.

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

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

**3. ACCEPTABILITY OF INSURERS**

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

**4. APPLICABILITY TO SUBCONTRACTORS**

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

**5. DEDUCTIBLES AND SELF INSURED RETENTIONS**

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

**6. VERIFICATION OF COVERAGE**

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

**7. FAILURE TO PROCURE AND MAINTAIN THE REQUIRED INSURANCE**

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

**8. ADDITIONAL COVERAGE OR ENDORSEMENTS**

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

**EXHIBIT D**  
**ADMISSION 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 all ready signed.
  - ☐ \*Original crisis assessment done at booking (if available)
  - ☐ \*Date of Arrest/Charges
  

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  - ☐ \*Public Defender Name/Phone
  

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  - ☐ \*Patient's next scheduled court date
  

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  - ☐ \*Court Department/ Phone
  

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