



Contract Number

SAP Number

### Sheriff/Coroner/Public Administrator

<b>Department Contract Representative</b>	Kelly Welty, Chief Deputy Director of Sheriff's Administration
<b>Telephone Number</b>	(909) 387-0640
<b>Contractor</b>	Liberty Healthcare of California, Inc.
<b>Contractor Representative</b>	Ken Carabello
<b>Telephone Number</b>	(310) 584-1581
<b>Contract Term</b>	07/01/2024 through 06/30/2027
<b>Original Contract Amount</b>	\$15,792,528
<b>Amendment Amount</b>	-----
<b>Total Contract Amount</b>	\$15,792,528
<b>Cost Center</b>	4424501000
<b>Grant Number (if applicable)</b>	-----

**IT IS HEREBY AGREED AS FOLLOWS:**

**WHEREAS**, the State of California, Department of State Hospitals (CA DSH) is responsible for returning to competency individuals charged with a felony who have been determined to be incompetent to stand trial by the California Superior Courts; and

**WHEREAS**, CA DSH has insufficient beds within the state hospitals which has resulted in lengthy waiting lists of inmates in San Bernardino County (County) and other county jails in the State and CA DSH has determined that San Bernardino County shall assist it in restoring such individuals to competency, and

**WHEREAS**, a program to restore individuals to competency using clinical treatment is currently provided by Liberty Healthcare of California, Inc. (Liberty), at a County jail, and the County has entered into a contract with CA DSH for a similar program to reduce the number of San Bernardino County (County) inmates waiting for treatment at a state facility and restore them to competency at County jail in a more timely manner (Exhibit I – Program Elements); and

**WHEREAS**, Liberty has the expertise to provide licensed and pre-licensed clinical personnel to provide the services needed to help the County carryout what is necessary to meet the terms of the County contract with CA DSH; and

**WHEREAS**, as set forth in this Contract, the County has agreed to provide Liberty access to portions of its West Valley Detention Center (Jail) as described herein, together with other goods and services, to allow Liberty to provide the clinical programming which may restore competency to said individuals; and

**WHEREAS**, the County desires that such services be provided by Liberty and Liberty agrees to perform these services as set forth below;

**NOW, THEREFORE**, the County and Liberty mutually agree to the following terms and conditions:

**A. LIBERTY'S RESPONSIBILITIES**

**A.1** Liberty shall provide licensed clinical personnel (Liberty Personnel), who will work during regular business hours, excluding state holidays, and will provide restoration to competency services for Patient Inmates, consistent with Exhibit I – Program Elements, and Exhibit II – CA DSH Jail Based Competency Treatment (JBCT) Program Policy and Procedures Manual (Manual), attached hereto and incorporated herein by reference. Liberty may request to hire pre-licensed clinical personnel but must first obtain prior written approval from the County before hiring any pre-licensed personnel, subject to approval by CA DSH.

The Manual, as referenced in this Contract, may be amended by the CA DSH from time to time. Liberty shall operate the JBCT program in accordance with the Manual, including any future amendments to the Manual. From the effective date of any amendment, Liberty shall follow the amendments required by any change in California statute or regulation. For all other amendments, Liberty shall present any of Liberty's concerns to the County within five (5) business days from the date of notification, which does not relieve Liberty from adhering to any amendment, unless agreed upon in writing by the CA DSH. The County and Liberty shall negotiate, in good faith, changes to the Manual to be presented to CA DSH for approval.

**A.2** Liberty shall adhere to all the rules, policies, and regulations of the Jail.

**A.3** Liberty shall appoint an individual who will be available twenty-four (24) hours per day, seven (7) days per week, as a liaison to communicate with County on matters relating to this Contract.

**A.4** Liberty shall provide Personnel, as listed in Attachment A – Jail Based Competency Treatment (JBCT) Staffing Levels – West Valley Detention Center, incorporated herein by reference, who will provide treatment and other support services consisting of mental illness management, prescribing psychotropic medications from the County formulary, competency restoration, physical stimulation, mental/social stimulation, and other components of the JCBT Program in compliance with applicable state law and regulations.

**A.5** Reserved

**A.5** Liberty shall submit significant changes in policies and procedures, where applicable, for review by appropriate Jail personnel.

**A.6** Liberty Personnel shall remain in compliance with all applicable state and/or federal licensing requirements applicable to mental health providers and show proof of such licensing compliance to County upon request.

**A.7** Liberty shall procure and keep in full force and effect during the term of this Contract all permits, registrations and licenses necessary to accomplish the work specified in this Contract, and shall give all notices necessary and incident to the lawful prosecution of the work. Liberty shall provide proof of any such license(s) permits(s), and certificate(s) upon request by County. Liberty agrees that failure to provide evidence of licensing, permits, or certifications shall constitute a material breach for which County may terminate this Contract with cause.

**A.8** Liberty shall keep informed of, observe, comply with, and cause all of its agents and employees to observe and to comply with all prevailing federal, state, and local laws, and rules and

regulations made pursuant to said federal, state, and local laws, which in any way affect the conduct of the work of this Contract. If any conflict arises between provisions of the plans and specifications and any such law above referred to, then Liberty shall immediately notify the County in writing of the same.

- A.9** Liberty Personnel shall participate in any training for relevant security and Jail policies and shall undergo any additional training at the Jail if requested by the County.
- A.10** Liberty shall not provide Patient Inmates with medical care, dental care, medical supplies, prescription or non-prescription medications, or mental health services except as set forth in this section A above.
- A.11** During Liberty's JBCT service hours, excluding any on call services, Liberty shall -administer all medications prescribed for Patient Inmates in the JBCT program, excluding any non-psychotropic injectable and opioid medications.

**B. RESERVED**

**C. GENERAL CONTRACT REQUIREMENTS**

**C.1 Recitals**

The recitals set forth above are true and correct and incorporated herein by this reference.

**C.2 Contract Amendments**

Liberty agrees any alterations, variations, modifications, or waivers of the provisions of the Contract, shall be valid only when reduced to writing, executed, and attached to the original Contract and approved by the person(s) authorized to do so on behalf of Liberty and County.

**C.3 Contract Assignability**

Without the prior written consent of the County, the Contract is not assignable by Liberty either in whole or in part.

**C.4 Reserved**

**C.5 Attorney's Fees and Costs**

If any legal action is instituted to enforce any party's rights hereunder, each party shall bear its own costs and attorneys' fees, regardless of who is the prevailing party. This paragraph shall not apply to those costs and attorney's fees directly arising from a third-party legal action against a party hereto and payable under the Indemnification and Insurance Requirements.

**C.6 Background Checks for Contractor Personnel**

County, through its Sheriff/Coroner/Public Administrator Department, will perform background checks on Liberty's Personnel and any subcontractors who may have been approved pursuant to Section C.36 – Subcontracting, as a condition of granting them access to the Jail. County shall have sole discretion to determine security acceptability of all Liberty's Personnel or any subcontractors at any time during the Contract period. Personnel found to be unacceptable security risks shall not be assigned work by Liberty and will be denied access to the Jail. All Liberty employees and subcontractors will be required to wear identification badges provided by the County while on Jail property. Said badges are to be returned to the County upon the termination of Liberty's employees and subcontractors, if requested by the County by any other reason, or at the termination of this Contract.

**C.7 Change of Address**

Liberty shall notify the County in writing, of any change in mailing address within ten (10) business days of the change.

**C.8 Choice of Law**

This Contract shall be governed by and construed according to the laws of the State of California.

**C.9 Compliance with County Policy**

In performing the Services and while at any County facilities, Liberty's personnel (including subcontractors) shall (a) conduct themselves in a businesslike manner; (b) comply with the policies, procedures, and rules of the County regarding health and safety, and personal, professional and ethical conduct; (c) comply with the finance, accounting, banking, Internet, security, and/or other applicable standards, policies, practices, processes, procedures, and controls of the County; and (d) abide by all laws applicable to the County facilities and the provision of the Services, and all amendments and modifications to each of the documents listed in subsections (b), (c), and (d) (collectively, "County Policies"). County Policies, and additions or modifications thereto, may be communicated orally or in writing to Liberty or Liberty's personnel or may be made available to Liberty or Liberty's personnel by conspicuous posting at a County facility, electronic posting, or other means generally used by County to disseminate such information to its employees or contractors. Liberty shall be responsible for the promulgation and distribution of County Policies to Liberty personnel to the extent necessary and appropriate.

County shall have the right to require Liberty's employees, agents, representatives, and subcontractors to exhibit identification credentials issued by County in order to exercise any right of access under this Contract.

**C.10 Confidentiality**

Pursuant to the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and the Health Information Technology for Economic and Clinical Health (HITECH) Act, regulations have been promulgated governing the privacy of individually identifiable health information. The HIPAA Privacy Rule and Security Rule specify requirements with respect to contracts between a Covered Entity and its Business Associates. Liberty shall execute and comply with Attachment B – Confidentiality and Information Security Provisions, attached hereto and incorporated herein by this reference. Liberty further agrees to comply with the requirements of other federal and state law that applies to the information collected and maintained by Liberty for Services performed pursuant to this Contract.

**C.11 Primary Point of Contact**

Liberty will designate an individual to serve as the primary point of contact for the Contract. Liberty or designee must respond to County inquiries within two (2) business days. Liberty shall not change the primary contact without written acknowledgement to the County. Liberty will also designate a back-up point of contact in the event the primary contact is not available.

**C.12 County Representative**

The *Sheriff/Coroner/Public Administrator* or designee shall represent the County in all matters pertaining to the services to be rendered under this Contract, including termination and assignment of this Contract, and shall be the final authority in all matters pertaining to the Services/Scope of Work by Liberty. If this Contract was initially approved by the San Bernardino County Board of Supervisors, then the Board of Supervisors must approve all amendments to this Contract.

**C.13 Damage to County Property**

Liberty shall repair, or cause to be repaired, at its own cost, all damages to County vehicles, facilities, buildings, or grounds caused by the willful or negligent acts of Liberty or its employees or agents. Such repairs shall be made immediately after Liberty becomes aware of such damage, but in no event later than thirty (30) days after the occurrence.

If Liberty fails to make timely repairs, the County may make any necessary repairs. Liberty, as determined by the County, shall repay all costs incurred by the County for such repairs, by cash payment upon demand, or County may deduct such costs from any amounts due to Liberty from the County, as determined at the County's sole discretion.

**C. 14 Debarment and Suspension**

Liberty certifies that neither it nor its principals or subcontracts is presently disbarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency. (See the following United States General Services Administration’s System for Award Management website <https://www.sam.gov>). Liberty further certifies that if it or any of its subcontractors are business entities that must be registered with the California Secretary of State, they are registered and in good standing with the Secretary of State.

**C.15 Drug and Alcohol-Free Workplace**

In recognition of individual rights to work in a safe, healthful, and productive workplace, as a material condition of this Contract, Liberty agrees that Liberty and Liberty’s employees, while performing service for the County, on County property, or while using County equipment:

- C.15.1** Shall not be in any way impaired because of being under the influence of alcohol or an illegal or controlled substance.
- C.15.2** Shall not possess an open container of alcohol or consume alcohol or possess or be under the influence of an illegal or controlled substance.
- C.15.3** Shall not sell, offer, or provide alcohol or an illegal or controlled substance to another person, except where Liberty or Liberty’s employee who, as part of the performance of normal job duties and responsibilities, prescribes or administers medically prescribed drugs.

Liberty shall inform all employees that are performing service for the County on County property, or using County equipment, of the County’s objective of a safe, healthful, and productive workplace and the prohibition of drug or alcohol use or impairment from same while performing such service for the County.

The County may terminate for default or breach of this Contract, and any other Contract Liberty has with the County, if Liberty or Liberty’s employees are determined by the County not to be in compliance with above.

**C.16 Duration of Terms**

This Contract, and all of its terms and conditions, shall be binding upon and shall inure to the benefit of the heirs, executors, administrators, successors, and assigns of the respective parties, provided no such assignment is in violation of the provisions of this Contract.

**C.17 Employment Discrimination**

During the term of the Contract, Liberty shall not discriminate against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, sexual orientation, age, or military and veteran status. Liberty shall comply with Executive Orders 11246, 11375, 11625, 12138, 12432, 12250, 13672, Title VI and Title VII of the Civil Rights Act of 1964, the California Fair Employment and Housing Act and other applicable federal, state and County laws and regulations and policies relating to equal employment and contracting opportunities, including laws and regulations hereafter enacted.

**C.18 Environmental Requirements**

In accordance with County Policy 11-08, the County prefers to acquire and use products with higher levels of post-consumer recycled content. Environmentally preferable goods and materials must perform satisfactorily and be available at a reasonable price. The County requires Liberty to use recycled paper for any printed or photocopied material created as a result of this Contract.

Liberty is also required to use both sides of paper sheets for reports submitted to the County whenever practicable.

To assist the county in meeting the reporting requirements of the California Integrated Waste Management Act of 1989 (AB 939), Liberty must be able to annually report the County's environmentally preferable purchases. Liberty must also be able to report on environmentally preferable goods and materials used in the provision of their service to the County, utilizing a County approved form.

### **C.19 Improper Influence**

Liberty shall make all reasonable efforts to ensure that no County officer or employee, whose position in the County enables him/her to influence any award of Liberty or any competing offer, shall have any direct or indirect financial interest resulting from the award of the Contract or shall have any relationship to Liberty or officer or employee of Liberty.

**C.19.1** Liberty shall abide by the CA DSH's written policy and procedures on "nepotism," which is defined as "The practice of an employee using their influence or power to aid or hinder another in the employment setting because of a personal relationship." Accordingly, Liberty shall not use their influence or power to aid or hinder another in DSH's or County's employment setting because of a personal relationship. During the term of this Contract, Liberty shall disclose any personal relationship with any current CA DSH or County workforce member by completing DSH 3215 Verification of Personal Relationships and Hiring of Relatives, hereto attached as Attachment C. Liberty shall also disclose any personal relationships with any current subcontractor(s)' workforce member.

### **C.20 Improper Consideration**

Contractor shall not offer (either directly or through an intermediary) any improper consideration such as, but not limited to cash, discounts, service, the provision of travel or entertainment, or any items of value to any officer, employee, or agent of the County in an attempt to secure favorable treatment regarding this Contract.

The County, by written notice, may immediately terminate this Contract if it determines that any improper consideration as described in the preceding paragraph was offered to any officer, employee, or agent of the County with respect to the proposal and award process. This prohibition shall apply to any amendment, extension, or evaluation process once a contract has been awarded.

Contractor shall immediately report any attempt by a County officer, employee, or agent to solicit (either directly or through an intermediary) improper consideration from Liberty. The report shall be made to the supervisor or manager charged with supervision of the employee or the County Administrative Office. In the event of a termination under this provision, the County is entitled to pursue any available legal remedies.

### **C.21 Informal Dispute Resolution**

In the event the County determines that service is unsatisfactory, or in the event of any other dispute, claim, question, or disagreement arising from or relating to this Contract or breach thereof, the parties hereto shall use their best efforts to settle the dispute, claim, question, or disagreement. To this effect, they shall consult and negotiate with each other in good faith and, recognizing their mutual interests, attempt to reach a just and equitable solution satisfactory to both parties.

### **C.22 Legality and Severability**

The parties' actions under the Contract shall comply with all applicable laws, rules, regulations, court orders and governmental agency orders. The provisions of this Contract are specifically made severable. If a provision of the Contract is terminated or held to be invalid, illegal, or

unenforceable, the validity, legality and enforceability of the remaining provisions shall remain in full effect.

**C.23 Licenses, Permits and/or Certifications**

Liberty shall ensure that it has all necessary licenses, permits and/or certifications required by the laws of federal, state, County, and municipal laws, ordinances, rules, and regulations. Liberty shall maintain these licenses, permits and/or certifications in effect for the duration of this Contract. Liberty will notify County immediately of loss or suspension of any such licenses, permits and/or certifications. Failure to maintain a required license, permit and/or certification may result in immediate termination of this Contract.

**C.24 Material Misstatement/Misrepresentation**

If during the course of the administration of this Contract, the County determines that Liberty has made a material misstatement or misrepresentation or that materially inaccurate information has been provided to the County, this Contract may be immediately terminated. If this Contract is terminated according to this provision, the County is entitled to pursue any available legal remedies.

**C.25 Mutual Covenants**

The parties to this Contract mutually covenant to perform all of their obligations hereunder, to exercise all discretion and rights granted hereunder, and to give all consents in a reasonable manner consistent with the standards of “good faith” and “fair dealing.”

**C.26 Nondisclosure**

Liberty shall hold as confidential and use reasonable care to prevent unauthorized access by, storage, disclosure, publication, dissemination to and/or use by third parties of, confidential information that is either: (1) provided by the County to Liberty or an agent of Liberty or otherwise made available to Liberty or Liberty’s agent in connection with this Contract; or, (2) acquired, obtained, or learned by Liberty or an agent of Liberty in the performance of this Contract. For purposes of this provision, confidential information means any data, files, software, information, or materials in oral, electronic, tangible, or intangible form and however stored, compiled or memorialized and includes, but is not limited to, technology infrastructure, architecture, financial data, trade secrets, equipment specifications, user lists, passwords, research data, and technology data.

**C.27 Notice of Delays**

Except as otherwise provided herein, when either party has knowledge that any actual or potential situation is delaying or threatens to delay the timely performance of this contract, that party shall, within twenty-four (24) hours, give notice thereof, including all relevant information with respect thereto, to the other party.

**C.28 Ownership of Documents**

All documents, data, products, graphics, computer programs and reports prepared by Liberty pursuant to the Contract shall be considered property of the County upon payment for services (and products, if applicable). All such items shall be delivered to County at the completion of work under the Contract, subject to the requirements of Section IV–Term of the Contract. Unless otherwise directed by County, Liberty may retain copies of such items.

**C.29 Reserved**

**C.30 Air, Water Pollution Control, Safety and Health**

Liberty shall comply with all air pollution control, water pollution, safety and health ordinances and statutes that, apply to the work performed pursuant to this Contract.

**C.31 Records**

Liberty shall maintain all records and books pertaining to the delivery of services under this Contract and demonstrate accountability for contract performance. All records shall be complete

and current and comply with all Contract requirements. Failure to maintain acceptable records shall be considered grounds for withholding of payments for invoices submitted and/or termination of the Contract.

All records relating to Liberty's personnel, consultants, subcontractors, Services/Scope of Work, and expenses pertaining to this Contract shall be kept in a generally acceptable accounting format. Records should include primary source documents. Fiscal records shall be kept in accordance with Generally Accepted Accounting Principles and must account for all funds, tangible assets, revenue, and expenditures. Fiscal records must comply with the appropriate Office of Management and Budget (OMB) Circulars, which state the administrative requirements, cost principles and other standards for accountancy.

**C.32 Relationship of the Parties**

Nothing contained in this Contract shall be construed as creating a joint venture, partnership, or employment arrangement between the parties hereto, nor shall either party have the right, power, or authority to create an obligation or duty, expressed or implied, on behalf of the other party hereto. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purposes whatsoever. Neither party will assume liability for any injury (including death) to any persons, or damage of property arising out of the acts or omissions of the agents, employees, or subcontractors of the other party. Each party shall be responsible for providing all necessary unemployment and worker's compensation insurance for their respective employees.

**C.33 Release of Information**

No news releases, advertisements, public announcements, or photographs arising out of the Contract or Liberty's relationship with County may be made or used without prior written approval of the County, except where required by law. In the event that Liberty desires to release information from or produce promotional material related to this program, it shall first furnish such material to the County's designated contact person as set forth in Section C.12 above for review and authorization for release of such information.

**C.34 Representation of the County**

In the performance of this Contract, Liberty, its agents, and employees, shall act in an independent capacity and not as officers, employees, or agents of the County.

**C.35 Strict Performance**

Failure by a party to insist upon the strict performance of any of the provisions of this Contract by the other party, or the failure by a party to exercise its rights upon the default of the other party, shall not constitute a waiver of such party's right to insist and demand strict compliance by the other party with the terms of this Contract thereafter.

**C.36 Subcontracting**

With the exception of physicians and Liberty Healthcare Corporation, Liberty shall obtain County's written consent, which County may withhold in its sole discretion, before entering into Contracts with or otherwise engaging any subcontractors who may supply any part of the Services contemplated under this Agreement to County. At County's request, Liberty shall provide information regarding the subcontractor's qualifications and a listing of a subcontractor's key personnel including, if requested by the County, resumes of proposed subcontractor personnel. Liberty shall remain directly responsible to County for its subcontractors and shall indemnify County for the actions or omissions of its subcontractors under the terms and conditions specified in Section G. All approved subcontractors shall be subject to the provisions of this Contract applicable to Liberty's Personnel.

For any subcontractor, Liberty shall:

**C.36.1** Be responsible for subcontractor compliance with the Contract and the subcontract terms and conditions; and



**C.36.2** Ensure that the subcontractor follows County's reporting formats and procedures as specified by County.

**C.36.3** Include in the subcontractor's subcontract substantially similar terms as are provided in Sections A. Liberty's Responsibilities, and C. General Contract Requirements.

Upon expiration or termination of this Contract for any reason, County will have the right to enter into direct Contracts with any of the Subcontractors. Liberty agrees that its arrangements with Subcontractors will not prohibit or restrict such Subcontractors from entering into direct Contracts with County.

**C.37 Subpoena**

In the event that a subpoena or other legal process commenced by a third party in any way concerning the Goods or Services provided under this Contract is served upon Liberty or County, such party agrees to notify the other party in the most expeditious fashion possible following receipt of such subpoena or other legal process. Liberty and County further agree to cooperate with the other party in any lawful effort by such other party to contest the legal validity of such subpoena or other legal process commenced by a third party as may be reasonably required and at the expense of the party to whom the legal process is directed, except as otherwise provided herein in connection with defense obligations by Liberty for County.

**C.38 Termination for Convenience**

The County and the Liberty each reserve the right to terminate the Contract, with or without cause, with a thirty (30) day written notice of termination. Such termination may include all or part of the services described herein. Upon such termination, payment will be made to Liberty for services rendered and expenses reasonably incurred prior to the effective date of termination. Upon receipt of termination notice Liberty shall promptly discontinue services unless the notice directs otherwise. Liberty shall deliver promptly to County and transfer title (if necessary) to all completed work, and work in progress, including drafts, documents, plans, forms, data, products, graphics, computer programs and reports.

**C.39 Time of the Essence**

Time is of the essence in performance of this Contract and of each of its provisions.

**C.40 Venue**

The parties acknowledge and agree that this Contract was entered into and intended to be performed in San Bernardino County, California. The parties agree that the venue of any action or claim brought by any party to this Contract will be the Superior Court of California, San Bernardino County, San Bernardino District. Each party hereby waives any law or rule of the court, which would allow them to request or demand a change of venue. If any action or claim concerning this Contract is brought by any third party and filed in another venue, the parties hereto agree to use their best efforts to obtain a change of venue to the Superior Court of California, San Bernardino County, San Bernardino District.

**C.41 Conflict of Interest**

Liberty shall make all reasonable efforts to ensure that no conflict of interest exists between its officers, employees, or subcontractors and the County. Liberty shall make a reasonable effort to prevent employees, Liberty, or members of governing bodies from using their positions for purposes that are or give the appearance of being motivated by a desire for private gain for themselves or others such as those with whom they have family business, or other ties. Officers, employees, and agents of cities, counties, districts, and other local agencies are subject to applicable conflict of interest codes and state law. In the event the County determines a conflict of interest situation exists, any increase in costs, associated with the conflict of interest situation, may be disallowed by the County and such conflict may constitute grounds for termination of the Contract. This provision shall not be construed to prohibit employment of persons with whom Liberty's officers, employees, or agents have family, business, or other ties so long as the

employment of such persons does not result in increased costs over those associated with the employment of any other equally qualified applicant.

**C.42 Former County Administrative Officials**

Liberty agrees to provide or has already provided information on former County of San Bernardino administrative officials (as defined below) who are employed by or represent Liberty. The information provided includes a list of former County administrative officials who terminated County employment within the last five years and who are now officers, principals, partners, associates, or members of the business. The information also includes the employment with or representation of Liberty. For purposes of this provision, "County administrative official" is defined as a member of the Board of Supervisors or such officer's staff, Chief Executive Officer or member of such officer's staff, County department or group head, assistant department or group head, or any employee in the Exempt Group, Management Unit or Safety Management Unit.

**C.43 Disclosure of Criminal and Civil Procedures**

The County reserves the right to request the information described herein from Liberty. Failure to provide the information may result in a termination of the Contract. The County also reserves the right to obtain the requested information by way of a background check performed by an investigative firm. Liberty also may be requested to provide information to clarify initial responses. Negative information discovered may result in Contract termination.

Liberty is required to disclose whether the firm, or any of its partners, principals, members, associates or key employees (as that term is defined herein), within the last ten years, has been indicted on or had charges brought against it or them (if still pending) or convicted of any crime or offense arising directly or indirectly from the conduct of the firm's business, or whether the firm, or any of its partners, principals, members, associates or key employees, has within the last ten years, been indicted on or had charges brought against it or them (if still pending) or convicted of any crime or offense involving financial misconduct or fraud. If the response is affirmative, Liberty will be asked to describe any such indictments or charges (and the status thereof), convictions and the surrounding circumstances in detail.

In addition, Liberty is required to disclose whether the firm, or any of its partners, principals, members, associates, or key employees, within the last ten years, has been the subject of legal proceedings as defined herein arising directly from the provision of services by the firm or those individuals. "Legal proceedings" means any civil actions filed in a court of competent jurisdiction, or any matters filed by an administrative or regulatory body with jurisdiction over the firm or the individuals. If the response is affirmative, Liberty will be asked to describe any such legal proceedings (and the status and disposition thereof) and the surrounding circumstances in detail.

For purposes of this provision "key employees" includes any individuals providing direct service to the County. "Key employees" do not include clerical personnel providing service at the firm's offices or locations.

**C.44 Copyright**

County shall have a royalty-free, non-exclusive, and irrevocable license to publish, disclose, copy, translate, and otherwise use, copyright, or patent, now and hereafter, all reports, studies, information, data, statistics, forms, designs, plans, procedures, systems, and any other materials or properties developed under this Contract including those covered by copyright, and reserves the right to authorize others to use or reproduce such material. All such materials developed under the terms of this Contract shall acknowledge the County of San Bernardino as the funding agency and Liberty as the creator of the publication. No such materials, or properties produced in whole or in part under this Contract shall be subject to private use, copyright, or patent right by Liberty in the United States or in any other country without the express written consent of County. Copies of all educational and training materials, curricula, audio/visual aids, printer material, and periodicals, assembled pursuant to this Contract must be filed with the County prior to publication.

**C.45 Artwork, Proofs and Negatives**

All artwork, proofs, and/or negatives in either print or digital format for anything produced under the terms of this Contract are the property of the County. These items must be returned to the County within ten (10) days, upon written notification to Liberty. In the event of a failure to return the documents, the County is entitled to pursue any available legal remedies. In addition, Liberty will be barred from all future solicitations, for a period of at least six (6) months.

**C.46 Iran Contracting Act**

IRAN CONTRACTING ACT OF 2010, Public Contract Code section 2200 et seq. (Applicable for all Contracts of one million dollars (\$1,000,000) or more). In accordance with Public Contract Code section 2204, subdivision (a), Liberty certifies that at the time the Contract is signed, Liberty signing the Contract is not identified on a list created pursuant to subdivision (b) of Public Contract Code section 2203 as a person (as defined in Pub. Contract Code, § 2202, subdivision (e)) engaging in investment activities in Iran described in subdivision (a) of Public Contract Code section 2202.5, or as a person described in subdivision (b) of Public Contract Code section 2202.5, as applicable.

Liberty is cautioned that making a false certification may subject Liberty to civil penalties, termination of existing contract, and ineligibility to bid on a contract for a period of three (3) years in accordance with Public Contract Code section 2205.

**C.47 Reserved**

**C.48 California Consumer Privacy Act**

To the extent applicable, if Liberty is a business that collects the personal information of a consumer(s) in performing Services pursuant to the Contract, Liberty must comply with the provisions of the California Consumer Privacy Act (CCPA). (Civil Code, §1798.100 et seq.). For purposes of this provision, “business,” “consumer,” and “personal information” shall have the same meanings as set forth at Civil Code section 1798.140. Liberty must contact the County immediately upon receipt of any request by a consumer submitted pursuant to the CCPA that requires any action on the part of the County, including, but not limited to, providing a list of disclosures or deleting personal information. Liberty must not sell, market, or otherwise disclose personal information of a consumer provided by the County unless specifically authorized pursuant to terms of the Contract. Liberty must immediately provide to the County any notice provided by a consumer to Liberty pursuant to Civil Code section 1798.150, subdivision (b) alleging a violation of the CCPA, that involves personal information received or maintained pursuant to the Contract. Liberty must immediately notify the County if it receives a notice of violation from the California Attorney General pursuant to Civil Code section 1798.155, subdivision (b). To the extent County receives or maintains personal information of Liberty employees or subcontractors pursuant to this Contract, and if such information imposes a duty for notification, County shall comply with CCPA, if applicable.

**C.49 Executive Order N-6-22 Russia Sanctions**

On March 4, 2022, Governor Gavin Newsom issued Executive Order N-6-22 (the EO) regarding Economic Sanctions against Russia and Russian entities and individuals. “Economic Sanctions” refers to sanctions imposed by the U.S. government in response to Russia’s actions in Ukraine (<https://home.treasury.gov/policy-issues/financial-sanctions/sanctions-programs-and-country-information/ukraine-russia-related-sanctions>), as well as any sanctions imposed under state law (<https://www.dgs.ca.gov/OLS/Ukraine-Russia>). The EO directs state agencies and their contractors (including by agreement or receipt of a grant) to terminate contracts with, and to refrain from entering any new contracts with, individuals or entities that are determined to be a target of Economic Sanctions. Accordingly, should it be determined that Liberty is a target of Economic Sanctions or is conducting prohibited transactions with sanctioned individuals or entities, that shall be grounds for termination of this Contract. Liberty shall be provided advance written notice of such termination, allowing Liberty at least 30 calendar days to provide a written response. Termination shall be at the sole discretion of the County.

**C.50 Campaign Contribution Disclosure (SB 1439)**

Liberty has disclosed to the County using Attachment D - Campaign Contribution Disclosure Senate Bill 1439, whether it has made any campaign contributions of more than \$250 to any member of the Board of Supervisors or other County elected officer [Sheriff/Coroner/Public Administrator, Assessor-Recorder-Clerk, Auditor-Controller/Treasurer/Tax Collector and the District Attorney] within the earlier of: (1) the date of the submission of Liberty's proposal to the County, or (2) 12 months before the date the Contract was approved by the Board of Supervisors. Liberty acknowledges that under Government Code section 84308, Liberty is prohibited from making campaign contributions of more than \$250 to any member of the Board of Supervisors or other County elected officer for 12 months after the County's consideration of the Contract.

In the event of a proposed amendment to the Contract, Liberty will provide the County a written statement disclosing any campaign contribution(s) of more than \$250 to any member of the Board of Supervisors or other County elected officer within the preceding 12 months of the date of the proposed amendment.

Campaign contributions include those made by any agent/person/entity on behalf of Liberty or by a parent, subsidiary, or otherwise related business entity of Liberty.

**C.51 Generative Artificial Intelligence (GenAI)**

The State of California seeks to realize the potential benefits of GenAI, through the development and deployment of GenAI tools, while balancing the risks of these new technologies. In compliance with the contract between the County and DSH, third parties or subcontractors must notify the County, in writing, if their solution or service includes, or makes available, any GenAI technology. Liberty shall complete and provide to the County, the state developed Attachment E – GenAI Disclosure & Factsheet, attached hereto and incorporated herein by this reference.

Failure to disclose GenAI to the County and submit the required Attachment E, will result in disqualification of Liberty and may void this Contract. The County reserves its right to seek any and all relief it may be entitled to as a result of such non-disclosure.

Upon receipt of Liberty's Attachment E, the State reserves the right to incorporate GenAI Special Provisions into the final contract or reject those that present an unacceptable level of risk to the State.

**D. TERM OF CONTRACT**

This Contract is effective as of July 1, 2024, through June 30, 2027. The County has the option to extend for two (2) additional one-year periods, upon written agreement by the County and Liberty, and the County Board of Supervisors' approval, but may be terminated earlier in accordance with provisions of the Contract. The pricing for the services may be negotiated by the parties at each renewal term.

**E. COUNTY RESPONSIBILITIES**

**E.1** County shall designate an area within the Jail dedicated for the administration of the JBCT Program to attempt to restore competency for individuals who are incarcerated but have been identified as Incompetent to Stand Trial (IST) patient inmates.

**E.2** County shall provide, or otherwise arrange for, any and all transportation for IST individuals participating in the JBCT Program (Patient Inmates).

**E.3** Reserved

**E.4** County shall provide a minimum of sixty-four (64) beds (Allocated Beds) for Patient Inmates located in the JBCT Program designated area, which shall include sufficient beds to accommodate Patient Inmates requiring single cell housing. A segment consists of sixteen (16) contiguous cells. County and Contractor will cooperate to address any insufficiency in the number

of Allocated Beds in the Designated Area, to the extent such insufficiency impedes compliance with census requirements, house alone needs, or other Contractor contractual obligations.

- E.5** County shall keep Patient Inmates housed at the Jail under the legal and physical custody of County.
- E.6** County shall provide for the care, confinement, and security of Patient Inmates in accordance with all federal and state laws, standards, regulations, policies, procedures, and court orders applicable to the Jail, including the Prison Rape Elimination Act.
- E.7** County retains the right to exclude specific individual Patient Inmates from the JBCT Program designated area for security and classification reasons at the time of assignment or at any point during their incarceration at the Jail.
- E.8** County agrees that it shall compensate Liberty for the personnel and services provided for the care of Patient Inmates receiving treatment services in the JBCT Program, regardless of the number of Patient Inmates admitted.
- E.9** County shall provide Enhanced Mentally Ill Offender or Crisis Intervention Training (CIT) to its custody staff assigned to the JBCT Program. Said custody staff shall participate in the JBCT Program treatment team meetings.
- E.10** Upon restoration of competency, County will be responsible for mental health care, crisis intervention, ongoing counseling and care, including the prescription of psychotropic medications for Patient Inmates restored to competence and transferred out of the JBCT Program
- E.11** County shall procure and keep in full force and effect during the term of this Contracts all permits, registrations and licenses necessary to accomplish the work specified in this Contract and shall give all notices necessary and incident to the lawful prosecution of the work. County shall provide proof of any such license(s) permits(s), and certificate(s) upon request by Liberty. County agrees that failure by itself or its subcontractors to provide evidence of licensing, permits, or certifications shall constitute a material breach for which Liberty may terminate this Agreement with cause.
- E.12** County shall keep informed of, observe, comply with, and cause all of its agents and employees to observe and to comply with all prevailing federal, state, and local laws, and rules and regulations made pursuant to said federal, state, and local laws, which in any way affect the conduct of the work of this Agreement.
- E.13** County shall provide six (6) dedicated deputies to protect Liberty JBCT staff while they are engaged in Patient Inmate contact according to Liberty's schedule, which is understood to be Monday through Friday during business hours, approximately forty (40) hours per week except state holidays. Depending on staff availability as determined by the County, assigned deputies should consistently be the same persons, since their familiarity with the program operations and inmates will enhance functioning of the program.
- E.14** County shall provide training for Liberty staff in all relevant security and jail policies of the San Bernardino County Sheriff's Department so that Liberty staff may function consistently with those policies.
- E.15** County shall provide full access to and full utilization by Liberty Personnel of the Jail's Medical Records System during the term of this Agreement and for seven (7) years thereafter.
- E.16** If County has received advanced notice, County shall notify Liberty in advance of any inspections or review by any appropriate inspecting or reviewing entities.

- E.17** County shall provide Liberty Personnel office space, desks, chairs, computers, file cabinets, conference room and furnishings, fax machine, copier machine, telephones, phone and internet access and all utilities necessary for the performance of this Agreement.
- E.18** County shall provide Liberty with a designated contact person and an additional back up person that Liberty can reach twenty-four (24) hours per day seven (7) days per week for emergencies and other important occurrences or communications. The County will provide individuals who have the authority to act immediately when safety requires immediate action.
- E.19** County shall comply with all federal and state laws pertaining to the administration of the jails and keeping of inmates. County shall provide Patient Inmates with all items, services and supplies which are supplied to all inmates at Jail. Liberty will not be charged with, billed for, or otherwise expected to provide Patient Inmates with the items the Sheriff is required to provide.
- E.20** County shall provide and dispense psychotropic medications as prescribed by Liberty's Personnel. Outside of Contractor's JBCT service hours, County personnel shall administer medications prescribed by Liberty.

**F. FISCAL PROVISIONS**

- F.1** With the exception of the number of beds being expanded as described in Section F.2, the maximum amount of *payment* under this Contract shall not exceed \$15,792,528 for the initial three-year term, or \$14,422.40 per calendar day for services rendered for sixty-four beds (64 beds x \$225.35 per bed) pursuant to this Contract regardless of actual census, and shall be subject to availability of funds to the County. The consideration to be paid to Liberty, as provided herein, shall be in full payment for all of Liberty's services and expenses incurred in the performance hereof, including salaries, and compensation for labor-related expenses for all personnel provided under this Contract, including, but not limited to worker's compensation and travel and per diem.
- F.2** Notwithstanding section F.1, the County may expand the number of beds after written notice to Liberty and sufficient time for Liberty to provide additional staffing. The additional number of beds will be in accordance with that authorized by CA DSH. The County will pay Liberty at a rate of two hundred twenty-five dollars and thirty-five cents (\$225.35) per calendar day for each bed added, to be paid on a monthly basis regardless of actual census and shall increase the maximum amount of payment under this Contract.
- F.3** Liberty shall submit a detailed monthly invoice, in arrears, for the services performed under this Contract within approximately fifteen (15) days of the end of the previous month. Invoices shall be issued with a net sixty (60) day payment term. Additionally, invoices shall include the contract number and number of days for services rendered in accordance with paragraph F.1 and information on personnel (i.e., name and position filled) that provided services during the month being billed.
- F.4** The County will audit invoices and supporting documentation for accuracy and may require additional information or corrections from Liberty prior to issuing payment. The County will pay Liberty within sixty (60) days after receipt of Liberty's monthly invoice or the resolution of any billing dispute. Additionally, inspections may be conducted by the CA DSH staff at various times during the Contract term to check on the quality of work. Payment shall not be provided for services deemed unacceptable by the CA DSH Contract Manager and/or their designee. The County reserves the right to refuse payment to, or seek reimbursement from, Liberty for services deemed unacceptable by the County and/or CA DSH. If, applicable, the parties will meet and confer on the method to calculate any payment reductions or reimbursements between the County and Liberty to determine a mutually agreeable resolution.

Invoices and additional information shall be sent to the Sheriff/Coroner/Public Administrator Department to the following address:

- F.5** Liberty shall accept all payments from County via electronic funds transfer (EFT) directly deposited into the Liberty's designated checking or other bank account. Liberty shall promptly comply with directions and accurately complete forms provided by County required to process EFT payments.
- F.6** County is exempt from federal excise taxes and no payment shall be made for any personal property taxes levied on Liberty or on any taxes levied on employee wages. The County shall only pay for any state or local sales or use taxes on the services rendered or equipment and/or parts supplied to the County pursuant to the Contract.
- F.7** Costs for services under the terms of this Contract shall be incurred during the contract period except as approved by County. Liberty shall not use current year funds to pay prior or future year obligations.
- F.8** Funds made available under this Contract shall not supplant any federal, state or any governmental funds intended for services of the same nature as this Contract. Liberty shall not claim reimbursement or payment from County for, or apply sums received from County with respect to that portion of its obligations that have been paid by another source of revenue. Liberty agrees that it will not use funds received pursuant to this Contract, either directly or indirectly, as a contribution or compensation for purposes of obtaining funds from another revenue source without prior written approval of the County.
- F.9** Reserved.

**G. INDEMNIFICATION AND INSURANCE REQUIREMENTS**

**G.1 Indemnification**

Liberty agrees to indemnify, defend (with counsel reasonably approved by County) and hold harmless the County and its authorized officers, employees, agents and volunteers (Indemnities) from third party claims, actions, losses, damages and/or liability arising out of or in connection with this Contract, but only to the extent caused by the acts, errors, omissions or any failure by Liberty to perform under this Contract except where such indemnification is prohibited by law. Liberty's indemnification obligation does not apply to claims, actions, losses, damages and/or liability caused by County Indemnities negligence or willful misconduct.

County of San Bernardino agrees to indemnify, defend (with counsel reasonably approved by Liberty) and hold harmless Liberty and its authorized officers, employees, agents and volunteers (Indemnities) from any and all claims, actions, losses, damages and/or liability arising out of or in connection with this Contract but only to the extent caused by the acts, errors, omissions or any failure by County to perform under this Contract and for any costs or expenses incurred by Liberty on account of any claim except where such indemnification is prohibited by law. County's indemnification obligation does not apply to Liberty's "negligence" or "willful misconduct."

In the event that Liberty and/or the County of San Bernardino are determined or alleged to be comparatively at fault for any claim, action, loss, or damage, that results from their respective obligations under this Contract, the County of San Bernardino, and/or Liberty, shall indemnify the other solely to the extent of its comparative fault.

**G.2 Additional Insured**

All policies, except for Worker's Compensation, Errors and Omissions and Professional Liability policies shall include the County of San Bernardino, the State of California, as well as their departments, officers, employees, agents and volunteers as additional insured but only with

respect to liabilities arising out of Liberty's negligence or willful misconduct, or failure to perform services hereunder. Such additional insured coverage shall be at least as broad as Additional Insured (Form B) endorsement form ISO, CG 2010.11 85.

**G.3 Waiver of Subrogation Rights**

Liberty shall require the carriers of required coverages to waive all rights of subrogation against the County of San Bernardino and, the State of California, as well as their departments, officers, employees, agents, volunteers, contractors, and subcontractors. All general or auto liability insurance coverage provided shall not prohibit Liberty and Liberty's employees or agents from waiving the right of subrogation prior to a loss or claim. Liberty hereby waives all rights of subrogation against the County of San Bernardino and the State of California and the County of San Bernardino hereby waives all rights of subrogation against Liberty.

**G.4 Policies Primary and Non-Contributory**

All policies required herein, except for the Worker's Compensation, are to be primary and non-contributory with any insurance or self-insurance programs carried or administered by the County, but only to the extent claims, damages or liabilities are caused by the acts, errors, omissions or any failure by Liberty to perform under this Contract. This primary and non-contributory requirement does not apply to claims, actions, losses, damages and/or liability caused by County Indemnities' negligence or willful misconduct.

**G.5 Severability of Interests**

Liberty agrees to ensure that coverage provided to meet these requirements, except for the Worker's Compensation, is applicable separately to each insured and there will be no cross-liability exclusions that preclude coverage for suits between the Liberty and the County of San Bernardino, or between the County and any other insured or additional insured under the policy.

**G.6 Proof of Coverage**

Liberty shall furnish Certificates of Insurance to the County Department administering the Agreement evidencing the insurance coverage at the time the Contract is executed; additional endorsements, as required shall be provided prior to the commencement of performance of services hereunder. With the Certificates of Insurance, Liberty shall provide an endorsement indicating that such insurance shall not be terminated or expire without thirty (30) days written notice to the Department of termination or expiration of coverage, and Liberty shall maintain such insurance from the time Liberty commences performance of services hereunder until the completion of such services. Within fifteen (15) days of the commencement of this contract, Liberty shall furnish a Certificate of Insurance and a copy of the Declaration page for all applicable policies.

**G.7 Acceptability of Insurance Carrier**

Unless otherwise approved by Risk Management, insurance shall be written by insurers authorized to do business in the State of California and with a minimum "Best" Insurance Guide rating of "A- VII" or a surplus lines carrier that is authorized to do business in California.

**G.8 Deductibles and Self-Insured Retention**

Any and all deductibles or self-insured retentions in excess of \$10,000 shall be declared to Risk Management.

**G.9 Failure to Procure Coverage**

In the event that any policy of insurance required under this contract does not comply with the requirements, is not procured, or is canceled and not replaced, the County has the right but not the obligation or duty to cancel the contract or obtain insurance if it deems necessary and any premiums paid by the County will be promptly reimbursed by Liberty or County payments to Liberty will be reduced to pay for County purchased insurance.



## **G.10 Insurance Review**

Insurance requirements are subject to periodic review by the County. The Director of Risk Management or designee is authorized, but not required, to reduce, waive or suspend any insurance requirements whenever Risk Management determines that any of the required insurance is not available, is unreasonably priced, or is not needed to protect the interests of the County. In addition, if the Department of Risk Management determines that heretofore unreasonably priced or unavailable types of insurance coverage or coverage limits become reasonably priced or available, the Director of Risk Management or designee is authorized, but not required, to change the above insurance requirements to require additional types of insurance coverage or higher coverage limits, provided that any such change is reasonable in light of past claims against the County, inflation, or any other item reasonably related to the County's risk.

Any change requiring additional types of insurance coverage or higher coverage limits must be made by amendment to this contract and agreed upon by both parties. Liberty agrees to execute any such amendment within sixty (60) days of receipt or in the alternative may terminate the Contract pursuant to Section C.38.

Any failure, actual or alleged, on the part of the County to monitor or enforce compliance with any of the insurance and indemnification requirements will not be deemed as a waiver of any rights on the part of the County.

- G.11** Liberty agrees to provide insurance set forth in accordance with the requirements herein. If Liberty uses existing coverage to comply with these requirements and that coverage does not meet the specified requirements, Liberty agrees to amend, supplement, or endorse the existing coverage to do so.

Without in anyway affecting the indemnity herein provided and in addition thereto, Liberty shall secure and maintain throughout the contract term the following types of insurance with limits as shown:

- G.11.1** Workers' Compensation/Employer's Liability – A program of Workers' Compensation insurance or a state-approved, self-insurance program in an amount and form to meet all applicable requirements of the Labor Code of the State of California, including Employer's Liability with \$250,000 limits covering all employees providing services on behalf of Liberty and all risks to such employees under this contract. Liberty will not have volunteers providing services under this Contract.

If Liberty has no employees, it may certify or warrant to the County that it does not currently have any employees or individuals who are defined as "employees" under the Labor Code and the requirement for Workers' Compensation coverage will be waived by the County's Director of Risk Management.

With respect to Contractors that are non-profit corporations organized under California or federal law, volunteers for such entities are required to be covered by Workers' Compensation insurance.

- G.11.2** Commercial/General Liability Insurance – Liberty shall carry General Liability Insurance covering all operations performed by or on behalf of Liberty providing coverage for bodily injury and property damage with a combined single limit of not less than one million dollars (\$1,000,000), per occurrence. The policy coverage shall include:
- a. Premises operations and mobile equipment.
  - b. Products and completed operations.
  - c. Broad form property damage (including completed operations).
  - d. Explosion, collapse, and underground hazards.

- e. Personal injury.
- f. Contractual liability.
- g. \$2,000,000 general aggregate limit.

**G.11.3** Automobile Liability Insurance – Primary insurance coverage shall be written on ISO Business Auto coverage form for all owned, hired, and non-owned automobiles or symbol 1 (any auto). The policy shall have a combined single limit of not less than one million dollars (\$1,000,000) for bodily injury and property damage, per occurrence.

If Liberty is transporting one or more non-employee passengers in performance of contract services, the automobile liability policy shall have a combined single limit of two million dollars (\$2,000,000) for bodily injury and property damage per occurrence.

If Liberty owns no autos, a non-owned auto endorsement to the General Liability policy described above is acceptable.

**G.11.4** Umbrella Liability Insurance – An umbrella (over primary) or excess policy may be used to comply with limits or other primary coverage requirements. When used, the umbrella policy shall apply to bodily injury/property damage, and personal injury/advertising injury.

**G.11.5** Professional Liability – Professional Liability Insurance with limits of not less than one million (\$1,000,000) per claim and two million (\$2,000,000) aggregate limits

or

Errors and Omissions Liability Insurance – Errors and Omissions Liability Insurance with limits of not less than one million (\$1,000,000) and two million (\$2,000,000) aggregate limits

**G.11.6** **Reserved**

**G.11.7** **Cyber Liability Insurance** - Cyber Liability Insurance with limits of no less than \$1,000,000 for each occurrence or event with an annual aggregate of \$2,000,000 covering privacy violations, information theft, damage to or destruction of electronic information, intentional and/or unintentional release of private information, alteration of electronic information, extortion, and network security. The policy shall protect the involved County entities and cover breach response cost as well as regulatory fines and penalties.

**Abuse/Molestation Insurance** – Liberty shall have abuse or molestation insurance providing coverage for all employees and subcontractors for the actual or threatened abuse or molestation by anyone of any person in the care, custody, or control of any insured, including negligent employment, investigation, and supervision. The policy shall provide coverage for both defense and indemnity with liability limits of not less than one million dollars (\$1,000,000) with a two million dollars (\$2,000,000) aggregate limit.

**H. RIGHT TO MONITOR AND AUDIT**

**H.1** The County, state and federal government shall have absolute right to review and audit all records, books, papers, documents, corporate minutes, and other pertinent items as requested, and shall have absolute right to monitor the performance of Liberty in the delivery of services provided under this Contract. Liberty shall give full cooperation, in any auditing or monitoring conducted. Liberty shall cooperate with the County in the implementation, monitoring, and evaluation of this Contract and comply with any and all reporting requirements established by the County.

In the event the County determines that Liberty's performance of its duties or other terms of this Contract are deficient in any manner, County will notify Liberty of such deficiency in writing or orally, provided written confirmation is given five (5) days thereafter. Liberty shall use best efforts to remedy any deficiency within forty-eight (48) hours of such notification or County may terminate this Contract immediately upon written notice, notwithstanding Section D herein (Term of Contract).

**H.2** All records pertaining to services delivered and all fiscal, statistical and management books and records shall be available for examination and audit by County representatives for a period of three years after final payment under this Contract or until all pending County, state and federal audits are completed, whichever is later.

**I. CORRECTION OF PERFORMANCE DEFICIENCIES**

**I.1** Failure by Liberty to comply with any of the provisions, covenants, requirements, or conditions of this Contract shall be a material breach of this Contract.

**I.2** In the event of a non-cured breach, County may, at its sole discretion and in addition to any other remedies available at law, in equity, or otherwise specified in this Contract:

- a. Afford Liberty thereafter a time period within which to cure the breach, which period shall be established at the sole discretion of County; and/or
- b. Discontinue reimbursement to Liberty for and during the period in which Liberty is in breach, which reimbursement shall not be entitled to later recovery; and/or
- c. Withhold funds pending duration of the breach; and/or
- d. Offset against any monies billed by Liberty but yet unpaid by County those monies disallowed pursuant to Item "b" of this paragraph; and/or
- e. Terminate this Contract immediately and be relieved of the payment of any consideration to Liberty. In the event of such termination, the County may proceed with the work in any manner deemed proper by the County. The resulting cost to the County shall be deducted from any sum due to Liberty under this Contract and the balance, if any, shall be paid by Liberty upon demand.

**J. NOTICES**

All written notices provided for in this Contract or which either party desires to give to the other shall be deemed fully given, when made in writing and either served personally, or by certified mail, or deposited in the United States mail, postage prepaid, and addressed to the other party as follows:

**San Bernardino County Sheriff's Department**  
*Bureau of Administration – Contracts Unit*  
655 E. Third Street  
San Bernardino, CA 92415-0061

**Liberty Healthcare of California, Inc.**  
401 E. City Avenue, Suite 820  
Bala Cynwyd, PA 19004

Notice shall be deemed communicated two (2) County working days from the time of mailing if mailed as provided in this paragraph.

**K. ENTIRE AGREEMENT**

This Contract, including all Exhibits and other attachments, which are attached hereto and incorporated herein by this reference, and other documents incorporated herein, represents the final, complete, and exclusive agreement between the parties hereto. Any prior agreement, promises, negotiations or representations relating to the subject matter of this Contract not expressly set forth herein are of no force or effect. This Contract is executed without reliance upon any promise, warranty or representation by any party or any representative of any party other than those expressly contained herein. Each party has carefully read this Contract and signs the same of its own free will.

**L. ELECTRONIC SIGNATURES**

This Contract and, if applicable, any subsequent amendments, may be executed in any number of counterparts, each of which so executed shall be deemed to be an original, and such counterparts shall

together constitute one and the same Contract. The parties shall be entitled to sign and transmit an electronic signature of this Contract (whether by facsimile, PDF, or other mail transmission), which signature shall be binding on the party whose name is contained therein. Each party providing an electronic signature agrees to promptly execute and deliver to the other party an original signed Contract upon request.

**IN WITNESS WHEREOF**, the San Bernardino County and Liberty have each caused this Contract to be subscribed by its respective duly authorized officers, on its behalf.

SAN BERNARDINO COUNTY

►  
\_\_\_\_\_  
Dawn Rowe, Chair, Board of Supervisors

Dated: \_\_\_\_\_  
SIGNED AND CERTIFIED THAT A COPY OF THIS DOCUMENT HAS BEEN DELIVERED TO THE CHAIRMAN OF THE BOARD

Lynna Monell  
Clerk of the Board of Supervisors  
of the San Bernardino County

By \_\_\_\_\_  
Deputy

Liberty Healthcare of California, Inc.  
*(Print or type name of corporation, company, contractor, etc.)*

By ► \_\_\_\_\_  
*(Authorized signature - sign in blue ink)*

Name Francis Ysla, M.D.  
*(Print or type name of person signing contract)*

Title President  
*(Print or Type)*

Dated: \_\_\_\_\_

Address 401 E. City Avenue, Suite 820  
\_\_\_\_\_  
Bala Cynwyd, PA 19004

**FOR COUNTY USE ONLY**

Approved as to Legal Form  
►  
Miles Kowalski, Deputy County Counsel  
Date \_\_\_\_\_

Reviewed for Contract Compliance  
►  
Date \_\_\_\_\_

Reviewed/Approved by Department  
►  
Kelly Welty, Chief Deputy Director of Sheriff's Administration  
Date \_\_\_\_\_

**SAN BERNARDINO COUNTY SHERIFF'S DEPARTMENT  
JBCT PROGRAM CONTRACT**

**ATTACHMENT A**

**LIBERTY HEALTHCARE'S STAFFING LEVELS**

<b>Number of Beds</b>	64 Beds
<b>Treatment Team Staffing*</b>	Executive Director – 1.0 Clinical Director – 1.0 Psychologist – 3.6 Clinicians – 4.5 Recreational Therapist – 1.6 Nurse Supervisor – 0.5 Registered Nurses – 1.0 Psychiatric Technician – 2.2 Medical Director – 1.0 Psychiatrist – 0.67 Lead Clinician – 1.0 Human Resource Manager - 0.25 Comp Ed. Trainer – 0.8
<b>Administrative Staff*</b>	Office Manager – 1.0 Admin Assistant – 1.0
<i>*Number of positions reflect full-time equivalent (FTE) values</i>	

\* Number of positions reflect full-time equivalent (FTE) values.

**SAN BERNARDINO COUNTY SHERIFF'S DEPARTMENT  
JBCT PROGRAM CONTRACT  
ATTACHMENT B  
CONFIDENTIALITY AND INFORMATION SECURITY PROVISIONS**

These Confidentiality and Information Security Provisions (for HIPAA/HITECH Act contracts) set forth the information privacy and security requirements Liberty Healthcare of California, Inc. (Liberty) is obligated to follow with respect to all confidential information (as defined herein) disclosed to Liberty, or collected, created, maintained, stored, transmitted, or used by Liberty for or on behalf of the California Department of State Hospitals (DSH), or the San Bernardino County (County), pursuant to the County's agreement with DSH. County, DSH and Liberty (the parties) desire to protect the privacy and provide for the security of County's confidential information pursuant to this Attachment and in compliance with state and federal laws applicable to the confidential information.

**1. CONFIDENTIALITY AND INFORMATION SECURITY PROVISIONS:**

- A. Liberty shall comply with applicable laws and regulations, including but not limited to Welfare and Institutions Code sections 14100.2 and 5328 et seq. (2021), the Lanterman-Petris-Short Act, Civil Code section 1798 et seq. (2021), the Information Practices Act of 1977, Health and Safety Code section 123100 et seq. (2021), the Patient Access to Health Records Act, Title 42, Code of Federal Regulations (C.F.R.) part 431.300 et seq. (2021), and the Health Insurance Portability and Accountability Act of 1996 (HIPAA), including but not limited to section 1320d et seq. of Title 42 of the United States Code and its implementing regulations (including but not limited to Title 45, Code of Federal Regulations (C.F.R.), parts 160, 162 and 164 (2021) (HIPAA regulations) regarding the confidentiality and security of protected health information (PHI) related to Inmate Patients who are covered by the JBCT Program. The following provisions of this Attachment set forth some of the requirements of these statutes and regulations. This Attachment should not be considered an exclusive list of the requirements. Liberty is required to fulfill the requirements of these statutes and regulations by independently researching and obtaining legal advice on these requirements as they may be amended from time to time.
- B. Order of Precedence: With respect to confidentiality and information security provisions for all County confidential information, the terms and conditions of this Attachment shall take precedence over any conflicting terms or conditions set forth in any other part of the Contract between Liberty and the County, including the entire Contract, all other exhibits and any other attachments, and shall prevail over any such conflicting terms or conditions.
- C. Effect on lower tier transactions: The terms of this Attachment shall apply to all contracts, subcontracts, and subawards, and the information privacy and security requirements Liberty is obligated to follow with respect to County confidential information disclosed to Liberty, or collected, created, maintained, stored, transmitted or used by Liberty for or on behalf of the County, pursuant to County's agreement with DSH. When applicable, Liberty shall incorporate the relevant provisions of this Attachment into each subcontract or subaward to its agents, subcontractors, or independent consultants.

**2. DEFINITIONS:**

- A. The following terms used in the Contract between the County and Liberty shall have the same meaning as those terms in the HIPAA Rules: Breach, Covered Entity, Data Aggregation, Disclosure, Health Care Operations, Individual, Minimum Necessary, Protected Health Information, Secretary, Subcontractor, Unsecured Protected Health Information, and Use.
- B. Specific Definitions
  - i. Contractor. Liberty Healthcare of California, Inc., shall have the same meaning as the term "business associate" at 45 C.F.R. section 160.103 (2021).

- ii. Breach. With respect to Liberty’s handling of confidential information, “breach” shall have the same meaning as the term “breach” in HIPAA, 45 C.F.R. section 164.402 (2021).
- iii. HIPAA Rules. HIPAA Rules shall mean the Privacy, Security, Breach Notification, and Enforcement Rules at 45 C.F.R. parts 160 and 164 (2021).
- iv. Confidential Information. Confidential information shall mean information or data that is Protected Health Information or Personal Information as defined herein.
- v. Personal Information (PI). Personal Information shall have the same meaning as defined in Civil Code section 1798.3, subdivision (a) (2021).
- vi. Required by law, as set forth under 45 C.F.R. section 164.103 (2021), shall mean a mandate contained in law that compels an entity to make a use or disclosure of PHI that is enforceable in a court of law. This includes, but is not limited to, court orders and court-ordered warrants, subpoenas or summons issued by a court, grand jury, a governmental or tribal inspector general, or an administrative body authorized to require the production of information, and a civil or an authorized investigative demand. It also includes Medicare conditions of participation with respect to health care providers participating in the program, and statutes or regulations that require the production of information, including statutes or regulations that require such information if payment is sought under a government program providing public benefits.
- vii. Security Incident. Security Incident shall mean the intentional attempted or successful unauthorized access, use, disclosure, modification, or destruction of PHI or PI, or confidential data that is essential to the ongoing operation of Contractor’s organization and intended for internal use; or interference with system operations in an information system.

### **3. OBLIGATIONS AND ACTIVITIES OF BUSINESS ASSOCIATE:**

#### **A. Liberty agrees to:**

- i. not use or disclose confidential information other than as permitted or required by the agreement between Contractor and County or as required by law. Any use or disclosure of County confidential information shall be the Minimum Necessary;
- ii. use appropriate safeguards, and comply with Subpart C of 45 C.F.R. part 164 (2021) with respect to electronic confidential information, to prevent use or disclosure of confidential information other than as provided for by the agreement with County;
- iii. report to the designated County point of contact and DSH any use or disclosure of confidential information not provided for by the agreement with County of which it becomes aware, including breaches of unsecured protected health information as required at 45 C.F.R. section 164.410 (2021), and any security incident of which it becomes aware;
- iv. in accordance with 45 C.F.R. sections 164.502(e)(1)(ii) and 164.308(b)(2) (2021), if applicable, ensure that any agents and subcontractors that create, receive, maintain, or transmit confidential information on behalf of Liberty enter into a written agreement with Contractor agreeing to be bound to the same restrictions, conditions, and requirements that apply to Contractor with respect to such information;
- v. to provide access and make available confidential information in a designated record set to County or to an Individual in accordance with 45 C.F.R. section 164.524 (2021) and California Health and Safety Code section 123100 et seq. (2021). Designated Record Set shall mean the group of records maintained for County that includes medical, dental, and billing records about individuals; enrollment, payment, claims adjudication, and case or



medical management systems maintained for County health plans; or those records used to make decisions about individuals on behalf of County. Contractor shall use the forms and processes developed by County and or DSH for this purpose and shall respond to requests for access to records transmitted by County within fifteen (15) calendar days of receipt of the request by producing the records or verifying that there are none;

- vi. if Contractor maintains an Electronic Health Record with PHI and an Individual requests a copy of such information in an electronic format, Contractor shall provide such information in an electronic format to enable DSH to fulfill its obligations under the HITECH Act, including, but not limited to, 42 U.S.C. section 17935(e) (2021);
- vii. if Contractor receives data from County that was provided to County by the Social Security Administration, upon request by County, Contractor shall provide County with a list of all employees, subcontractors, and agents who have access to the Social Security data, including employees, contractors, and agents of its subcontractors and agents;
- viii. make any amendment(s) to confidential information in a Designated Record Set as directed or agreed to by County pursuant to 45 C.F.R. section 164.526 (2021), or take other measures as necessary to satisfy County's obligations under 45 C.F.R. section 164.526 (2021);
- ix. to document and make available to County or (at the direction of DSH) to an Individual within 15 days such disclosures of PHI, and information related to such disclosures, necessary to respond to a proper request by the Individual for an accounting of disclosures of PHI, in accordance with the HITECH Act and its implementing regulations, including, but not limited to, 45 C.F.R. section 164.528 (2021) and 42 U.S.C. section 17935(c) (2021). If Contractor maintains electronic health records for County as of January 1, 2009, Contractor must provide an accounting of disclosures, including those disclosures for treatment, payment, or health care operations, effective with disclosures on or after January 1, 2014. If Contractor acquires electronic health records for County after January 1, 2009, Contractor must provide an accounting of disclosures, including those disclosures for treatment, payment, or health care operations, effective with disclosures on or after the date the electronic health record is acquired, or on or after January 1, 2011, whichever date is later. The electronic accounting of disclosures shall be for disclosures during the three years prior to the request for an accounting;
- x. to the extent Contractor is to carry out one or more of County's obligation(s) under Subpart E of 45 C.F.R. part 164 (2021), comply with the requirements of Subpart E that apply to County in the performance of such obligation(s); and
- xi. make its internal practices, books, and records available to the Secretary for purposes of determining compliance with the HIPAA regulations.

#### **4. PERMITTED USES AND DISCLOSURES OF CONFIDENTIAL INFORMATION BY THE CONTRACTOR:**

- A. Except as otherwise provided in the agreement between Contractor and County, Contractor, may use or disclose County confidential information to perform functions, activities or services identified in the agreement with County provided that such use or disclosure would not violate federal or state laws or regulations.
- B. Contractor may not use or disclose the confidential information except as provided and permitted or required by this agreement with County or as required by law.

- C. Contractor may use and disclose confidential information for the proper management and administration of the Contractor or to carry out the legal responsibilities of the Contractor, provided that such uses and disclosures are required by law.
- D. Contractor may use confidential information to provide data aggregation services related to the health care operations of the County. Data aggregation means the combining of County confidential information created or received by Contractor on behalf of County with confidential information received by Contractor in its capacity as the business associate of another Covered Entity, to permit data analyses that relate to the health care operations of County.

## **5. SAFEGUARDS:**

- A. Contractor shall develop and maintain an information privacy and security program that includes the implementation of administrative, technical, and physical safeguards. The information privacy and security program shall reasonably and appropriately protect the confidentiality, integrity, and availability of the confidential information that it creates, receives, maintains, or transmits; and prevent the use or disclosure of confidential information other than as provided for by the agreement with County. Contractor shall provide the County with information concerning such safeguards as the County may reasonably request from time to time.
- B. Contractor shall implement administrative, technical, and physical safeguards to ensure the security of the County information on portable electronic media (e.g., USB drives and CD-ROM) and in paper files. Administrative safeguards to be implemented shall include, but are not limited to training, instructions to employees, and policies and procedures regarding the HIPAA Privacy Rule. Technical safeguards to be implemented must comply with the HIPAA Security Rule and Subpart C of part 164 of the HIPAA regulations with respect to electronic confidential information, and shall include, but are not limited to, role-based access, computer passwords, timing out of screens, storing laptop computers in a secure location (never leaving the equipment unattended at workplace, home or in a vehicle) and encryption. Physical safeguards to be implemented shall include, but are not limited to, locks on file cabinets, door locks, partitions, shredders, and confidential destruct.

## **6. AUTHENTICATION:**

- A. Contractor shall implement appropriate authentication methods to ensure information system access to confidential information is only granted to properly authenticated and authorized persons. If passwords are used in user authentication (e.g., username/password combination), Contractor shall implement strong password controls on all compatible computing systems that are consistent with the National Institute of Standards and Technology (NIST) Special Publication 800-53 and the SANS Institute Password Protection Policy.
  - i. Contractor shall implement the following security controls on each server, workstation, or portable (e.g., laptop computer) computing device that processes or stores confidential, personal, or sensitive data:
    - (1) network-based firewall and/or personal firewall,
    - (2) continuously updated anti-virus software and
    - (3) patch-management process including installation of all operating system/software vendor security patches.
  - ii. Encrypt all confidential, personal, or sensitive data stored on portable electronic media (including, but not limited to, CDs and thumb drives) and on portable computing devices (including, but not limited to, laptop computers, smart phones, and PDAs) with a solution that uses proven industry standard algorithms.

- iii. Prior to disposal, sanitize all County confidential data contained in hard drives, memory devices, portable electronic storage devices, mobile computing devices, and networking equipment in a manner consistent with the National Institute of Standards and Technology (NIST) Special Publication 800-88.
- iv. Contractor shall not transmit confidential, personal, or sensitive data via e-mail or other Internet transport protocol over a public network unless, at minimum, a 128-bit encryption method (for example AES, 3DES, or RC4) is used to secure the data.

## **7. MITIGATION OF HARMFUL EFFECTS:**

- A. Contractor shall mitigate, to the extent practicable, any harmful effect that is known to Contractor of a use or disclosure of confidential information by Contractor or its subcontractors in violation of the requirements of the agreement.

## **8. NOTIFICATION OF BREACH:**

- A. During the term of the agreement with County, Contractor shall report to County and DSH any use or disclosure of information not provided for by its contract of which it became aware including breaches of unsecured confidential information as required by 45 C.F.R. section 164.410 (2021).

## **9. DISCOVERY OF BREACH:**

- A. Contractor shall immediately notify the designated County point of contact and DSH Chief Information Security Officer by telephone call and email upon the discovery of a breach of confidential information in all forms (paper, electronic, or oral) if the confidential information was, or is reasonably believed to have been, acquired by an unauthorized person, or within 24 hours by email or fax of the discovery of any suspected security incident, intrusion or unauthorized use or disclosure of confidential information in violation of the agreement with County, or potential loss of County confidential data. If the security incident occurs after business hours or on a weekend or holiday, notification shall be provided by calling the designated County point of contact, and DSH Chief Information Security Officer. Contractor shall take:
  - i. prompt corrective action to mitigate any risks or damages involved with the breach and to protect the operating environment; and
  - ii. any action pertaining to such unauthorized disclosure required by applicable federal and state laws and regulations.

## **10. INVESTIGATION OF BREACH:**

- A. Contractor shall immediately investigate such security incident, breach, or unauthorized use or disclosure of County confidential information. Within 8 hours of discovery (of the breach), Contractor shall notify the designated County point of contact and DSH Chief Information Security Officer of at least the following:
  - i. the data elements involved, and the extent of the confidential data involved in the breach;
  - ii. a description of the unauthorized person(s) known or reasonably believed to have improperly acquired, accessed, used, transmitted, sent, or disclosed confidential information;
  - iii. a description of where and when the confidential information is believed to have been improperly acquired, accessed, used, transmitted, sent, or disclosed;

- iv. a description of the probable causes of the improper acquisition, access, use, transmission, sending, or disclosure; and
- v. whether Civil Code sections 1798.29 or 1798.82 or any other federal or state laws requiring individual notifications of breaches are required.

**11. WRITTEN REPORT:**

- A. Contractor shall provide a written report of the investigation to the designated County point of contact and DSH Information Security Officer within ten (10) working days of the discovery of the breach or unauthorized use or disclosure. The report shall include, but not be limited to, the information specified above, an estimation of cost for remediation, as well as a full, detailed corrective action plan, including information on measures that were taken to halt and/or contain the improper use or disclosure.

**12. NOTIFICATION OF INDIVIDUALS:**

- A. Contractor shall notify individuals of the breach or unauthorized use or disclosure when notification is required under state or federal law and to pay any costs of such notifications, as well as any costs associated with the breach. Notification shall be made in the most expedient time possible without reasonable delay. The designated County point of contact, DSH Program Contract Manager, DSH Chief Information Security Officer, and DSH Chief Privacy Officer shall approve the time, manner, and content of any such notifications and their review and approval must be obtained by Contractor before the notifications are made.

**13. DSH CONTACT INFORMATION:**

- A. Contractor shall direct communications to the designated County point of contact, DSH Program Contract Manager, DSH Chief Information Security Officer, and DSH Chief Privacy Officer Contractor shall initiate contact as indicated herein. DSH reserves the right to make changes to the contact information below by giving written notice to Contractor. Said changes shall not require an amendment to the agreement between the parties to which it is incorporated.

<b>DSH Contract Manager</b>	<b>DSH Chief Privacy Officer</b>	<b>DSH Chief Information Security Officer</b>
See Exhibit A - Scope of Work for contact information	Chief Privacy Officer Office of Legal Services 1215 O Street, MS-5 Sacramento, CA 95814  Email: <a href="mailto:privacy.officer@dsh.ca.gov">privacy.officer@dsh.ca.gov</a> Telephone: 916-562-3721	Chief Information Security Officer Information Security Office 1215 O Street, MS-4 Sacramento, CA 95814  Email: <a href="mailto:iso@dsh.ca.gov">iso@dsh.ca.gov</a> and <a href="mailto:security@dsh.ca.gov">security@dsh.ca.gov</a> Telephone: 916-654-4218

**14. INTERNAL PRACTICES:**

- A. Contractor shall make Contractor's internal practices, books and records relating to the use and disclosure of County confidential information received from County, or created, maintained, or received by Contractor, available to County or to the Secretary in a time and manner designated by County or by the Secretary, for purposes of determining County's compliance with HIPAA regulations.

**15. EMPLOYEE TRAINING AND DISCIPLINE:**

- A. Contractor shall train and use reasonable measures to ensure compliance with the requirements of the agreement between County and Contractor by employees who assist in the performance of

functions or activities under this agreement and use or disclose confidential information; and discipline such employees who intentionally violate any provisions of this agreement.

#### **16. EFFECT OF TERMINATION:**

- A. Upon termination or expiration of the agreement between Contractor and County for any reason, Contractor shall return, at its sole expense, to County all confidential information within five (5) business days or as otherwise specified in the request or notice to return records or, if agreed to by County, destroy all confidential information received from County or created or received by Contractor on behalf of County, that Contractor still maintains in any form. Contractor shall retain no copies of County confidential information. However, if return or destruction is not feasible, Contractor shall continue to extend the protections and provisions of the agreement to such information, and limit further use or disclosure of such confidential information to those purposes that make the return or destruction of such confidential information infeasible. This provision shall apply to County confidential information that is in the possession of Contractor, its subcontractor(s), or its agent(s).

#### **17. MISCELLANEOUS PROVISIONS:**

- A. County shall notify Contractor and Contractor shall notify County of restrictions on disclosures or the manner of confidential communications requested and agreed to by Contractor or County from an Individual to satisfy 45 C.F.R. section 164.522 (2021).
- B. Assistance in Litigation or Administrative Proceedings. Contractor shall make itself, and use its best efforts to make any subcontractors, employees or agents assisting Contractor in the performance of its obligations under the agreement with County, available to County at no cost to County to testify as witnesses, or otherwise, in the event of litigation or administrative proceedings being commenced against County, its directors, officers or employees for claimed violations of HIPAA, regulations or other laws relating to security and privacy based upon actions or inactions of Contractor and/or its subcontractors, employees, or agents, except where Contractor or its subcontractors, employees, or agents is a named adverse party.
- C. No Third-Party Beneficiaries. Nothing expressed or implied in the terms and conditions of the agreement between Contractor and County is intended to confer, nor shall anything herein confer, upon any person other than County or Contractor and their respective successors or assignees, any rights, remedies, obligations, or liabilities whatsoever.
- D. The terms and conditions in this Agreement shall be interpreted as broadly as necessary to implement and comply with the HIPAA regulations and applicable federal and state laws. The parties agree that any ambiguity in the terms and conditions of the agreement between the parties shall be resolved in favor of a meaning that complies and is consistent with state and federal law, including HIPAA and the HIPAA regulations.
- E. A reference in the terms and conditions of the agreement between County and Contractor to any HIPAA regulation relates to that section in effect or as amended.
- F. The obligations of Contractor under this Attachment B shall survive the termination or expiration of the agreement.

#### **18. JUDICIAL OR ADMINISTRATIVE PROCEEDINGS:**

- A. County may immediately terminate the agreement between Contractor and County if (a) Contractor is found liable in a civil or criminal proceeding for a violation of the HIPAA Privacy or Security Rule or (b) a finding or stipulation that Contractor has violated a privacy or security standard or requirement of HIPAA, or other security or privacy laws made in an administrative or civil proceeding in which Contractor is a party.

**19. TERMINATION FOR CAUSE:**

- A. In accordance with 45 C.F.R. section 164.504(e)(1)(ii) (2021), upon County’s knowledge of a material breach or violation of this Attachment B by Contractor, County shall:
  - i. Provide an opportunity for Contractor to cure the breach or end the violation and terminate the agreement if Contractor does not cure the breach or end the violation within the time specified by County; or
  - ii. Immediately terminate the agreement pursuant to section C.38 Termination for Convenience of this Agreement, if Contractor has breached a material term of this Attachment B and cure is not possible.

Liberty Healthcare of California, Inc.  
*(Print or type name of corporation, company, contractor, etc.)*

By ▶  
*(Authorized signature - sign in blue ink)*

Name Francis Ysla, M.D.  
*(Print or type name of person signing contract)*

Title President  
*(Print or Type)*

Dated: \_\_\_\_\_

Address 401 E. City Avenue, Suite 820  
Bala Cynwyd, PA 19004

**SAN BERNARDINO COUNTY SHERIFF'S DEPARTMENT  
JBCT PROGRAM CONTRACT**

**ATTACHMENT C**



**State of California – Health and Human Services Agency**

**VERIFICATION OF PERSONAL RELATIONSHIPS AND HIRING OF RELATIVES**  
DSH 3215 (Rev 7/2020)

*It is the policy of the Department of State Hospitals (DSH) and state service to prohibit two or more people with a personal relationship to be employed in situations where they may exercise favoritism or bias based on personal relationship such as when supervised by the same supervisor, where one is in the first line or second line chain of command of the other, or where one might be in a position to influence the promotion, work assignments, or granting of special privileges to the other, delegate, assign, or audit the work of, or exercised fiscal control over that person regardless of position in the organization. Personal relationship means any relationship so personal that other DSH employees may reasonably perceive that one of the employees may be motivated to treat the other one more favorably than other employees. That includes, but is not limited to, any familial relationship established by blood, adoption, marriage, registered domestic partnership or cohabitation. Policy Directive 5106 is established to reinforce management's commitment to merit-based employee selection, and fair and impartial supervision, and evaluation. It is the employee's responsibility to ensure all personal relationships as defined in the nepotism policy are disclosed. Failure to report personal relationships as defined in the policy may give rise to corrective/disciplinary action. This form shall be completed, signed, and returned to the employee's supervisor annually.*

EMPLOYEE OR PROSPECTIVE HIRE NAME (print) Francis Ysla, MD	TELEPHONE NUMBER
CLASSIFICATION TITLE President	POSITION NUMBER N/A
DIVISION/PROGRAM/SECTION/UNIT/AREA JBCT	

**DISCLOSURE**

*The information provided pursuant to this document will be used only to implement the DSH Nepotism Policy, and not for purposes of any other employment decision.*

- I do not have** a personal relationship (as defined in the Nepotism policy) with anyone currently employed with the DSH.
- I do have** a personal relationship (as defined in the Nepotism policy) with the DSH employee(s) listed below: (Note: For additional relationships please list on the back of this form.)

1. NAME OF RELATED INDIVIDUAL	RELATIONSHIP	CLASSIFICATION/WORKSITE DIVISION, PROGRAM, UNIT AREA (IF KNOWN)
2. NAME OF RELATED INDIVIDUAL	RELATIONSHIP	CLASSIFICATION/WORKSITE DIVISION, PROGRAM, UNIT AREA (IF KNOWN)

Check if entering additional relationships on page 3 of this form.

**State of California – Health and Human Services Agency**

**VERIFICATION OF PERSONAL RELATIONSHIPS AND HIRING OF RELATIVES**

DSH 3215 (Rev 7/2020)

**SIGNATURES**

**EMPLOYEE AND POTENTIAL EMPLOYEE CERTIFICATION—IMPORTANT—PLEASE READ BEFORE SIGNING**

*I certify that I have read and fully understand the DSH Nepotism Policy (Policy Directive 5106). My signature denotes that the information I have entered on this form is true and accurate, to the best of my knowledge. I acknowledge that it is my responsibility to report all (current and potential) nepotism situation(s) immediately. I further understand that any false, incomplete, or incorrect statements may result in corrective action.*

SIGNATURE OF EMPLOYEE OR PROSPECTIVE HIRE	DATE
---	------

**NOTE:** Please return this form to your supervisor. It will be forwarded to your Human Resources office, where it will be maintained in your Official Personnel File (OPF).

**For Human Resources Use Only**

Compliance Plan Required?	Yes	No	Date Compliance Plan Received:
HR Representative:	Signature:		



**State of California – Health and Human Services Agency**
**VERIFICATION OF PERSONAL RELATIONSHIPS AND HIRING OF RELATIVES**

DSH 3215 (Rev 7/2020)

<b>Additional Relationships</b>		
3. NAME OF RELATED INDIVIDUAL	RELATIONSHIP	CLASSIFICATION/WORKSITE DIVISION, PROGRAM, UNIT AREA (IF KNOWN)
4. NAME OF RELATED INDIVIDUAL	RELATIONSHIP	CLASSIFICATION/WORKSITE DIVISION, PROGRAM, UNIT AREA (IF KNOWN)
5. NAME OF RELATED INDIVIDUAL	RELATIONSHIP	CLASSIFICATION/WORKSITE DIVISION, PROGRAM, UNIT AREA (IF KNOWN)
6. NAME OF RELATED INDIVIDUAL	RELATIONSHIP	CLASSIFICATION/WORKSITE DIVISION, PROGRAM, UNIT AREA (IF KNOWN)
7. NAME OF RELATED INDIVIDUAL	RELATIONSHIP	CLASSIFICATION/WORKSITE DIVISION, PROGRAM, UNIT AREA (IF KNOWN)
8. NAME OF RELATED INDIVIDUAL	RELATIONSHIP	CLASSIFICATION/WORKSITE DIVISION, PROGRAM, UNIT AREA (IF KNOWN)
9. NAME OF RELATED INDIVIDUAL	RELATIONSHIP	CLASSIFICATION/WORKSITE DIVISION, PROGRAM, UNIT AREA (IF KNOWN)
10. NAME OF RELATED INDIVIDUAL	RELATIONSHIP	CLASSIFICATION/WORKSITE DIVISION, PROGRAM, UNIT AREA (IF KNOWN)
11. NAME OF RELATED INDIVIDUAL	RELATIONSHIP	CLASSIFICATION/WORKSITE DIVISION, PROGRAM, UNIT AREA (IF KNOWN)
12. NAME OF RELATED INDIVIDUAL	RELATIONSHIP	CLASSIFICATION/WORKSITE DIVISION, PROGRAM, UNIT AREA (IF KNOWN)
13. NAME OF RELATED INDIVIDUAL	RELATIONSHIP	CLASSIFICATION/WORKSITE DIVISION, PROGRAM, UNIT AREA (IF KNOWN)
14. NAME OF RELATED INDIVIDUAL	RELATIONSHIP	CLASSIFICATION/WORKSITE DIVISION, PROGRAM, UNIT AREA (IF KNOWN)
15. NAME OF RELATED INDIVIDUAL	RELATIONSHIP	CLASSIFICATION/WORKSITE DIVISION, PROGRAM, UNIT AREA (IF KNOWN)



## ATTACHMENT D

### Campaign Contribution Disclosure (SB 1439)

#### **DEFINITIONS**

Actively supporting the matter: (a) Communicate directly with a member of the Board of Supervisors or other County elected officer [Sheriff, Assessor-Recorder-Clerk, District Attorney, Auditor-Controller/Treasurer/Tax Collector] for the purpose of influencing the decision on the matter; or (b) testifies or makes an oral statement before the County in a proceeding on the matter for the purpose of influencing the County's decision on the matter; or (c) communicates with County employees, for the purpose of influencing the County's decision on the matter; or (d) when the person/company's agent lobbies in person, testifies in person or otherwise communicates with the Board or County employees for purposes of influencing the County's decision in a matter.

Agent: A third-party individual or firm who, for compensation, is representing a party or a participant in the matter submitted to the Board of Supervisors. If an agent is an employee or member of a third-party law, architectural, engineering or consulting firm, or a similar entity, both the entity and the individual are considered agents.

Otherwise related entity: An otherwise related entity is any for-profit organization/company which does not have a parent-subsidary relationship but meets one of the following criteria:

- (1) One business entity has a controlling ownership interest in the other business entity;
- (2) there is shared management and control between the entities; or
- (3) a controlling owner (50% or greater interest as a shareholder or as a general partner) in one entity also is a controlling owner in the other entity.

For purposes of (2), "shared management and control" can be found when the same person or substantially the same persons own and manage the two entities; there are common or commingled funds or assets; the business entities share the use of the same offices or employees, or otherwise share activities, resources or personnel on a regular basis; or there is otherwise a regular and close working relationship between the entities.

Parent-Subsidiary Relationship: A parent-subsidiary relationship exists when one corporation has more than 50 percent of the voting power of another corporation.

**Contractors must respond to the questions on the following page. If a question does not apply respond N/A or Not Applicable.**

1. Name of Contractor: Liberty Healthcare of California, Inc.
2. Is the entity listed in Question No.1 a nonprofit organization under Internal Revenue Code section 501(c)(3)?  
 Yes  If yes, skip Question Nos. 3-4 and go to Question No. 5      No  X
3. Name of Principal (i.e., CEO/President) of entity listed in Question No. 1, if the individual actively supports the matter and has a financial interest in the decision: N/A
4. If the entity identified in Question No.1 is a corporation held by 35 or less shareholders, and not publicly traded ("closed corporation"), identify the major shareholder(s):  
Dr. Francis Ysla
5. Name of any parent, subsidiary, or otherwise related entity for the entity listed in Question No. 1 (see definitions above):

Company Name	Relationship
Liberty Healthcare Corporation	Provides services pursuant to a Management Services Agreement

6. Name of agent(s) of Contractor:

Company Name	Agent(s)	Date Agent Retained (if less than 12 months prior)
N/A		

7. Name of Subcontractor(s) (including Principal and Agent(s)) that will be providing services/work under the awarded contract if the subcontractor (1) actively supports the matter and (2) has a financial interest in the decision and (3) will be possibly identified in the contract with the County or board governed special district.

Company Name	Subcontractor(s):	Principal and//or Agent(s):
<u>N/A</u>		

8. Name of any known individuals/companies who are not listed in Questions 1-7, but who may (1) actively support or oppose the matter submitted to the Board and (2) have a financial interest in the outcome of the decision:

Company Name	Individual(s) Name
N/A	

--	--

9. Was a campaign contribution, of more than \$250, made to any member of the San Bernardino County Board of Supervisors or other County elected officer within the prior 12 months, by any of the individuals or entities listed in Question Nos. 1-8?

No  If **no**, please skip Question No. 10.

Yes  If **yes**, please continue to complete this form.

10. Name of Board of Supervisor Member or other County elected officer: \_\_\_\_\_

Name of Contributor: \_\_\_\_\_

Date(s) of Contribution(s): \_\_\_\_\_

Amount(s): \_\_\_\_\_

Please add an additional sheet(s) to identify additional Board Members or other County elected officers to whom anyone listed made campaign contributions.

By signing the Contract, Contractor certifies that the statements made herein are true and correct. Contractor understands that the individuals and entities listed in Question Nos. 1-8 are prohibited from making campaign contributions of more than \$250 to any member of the Board of Supervisors or other County elected officer while award of the Contract is being considered and for 12 months after a final decision by the County.

**SAN BERNARDINO COUNTY SHERIFF'S DEPARTMENT  
JBCT PROGRAM CONTRACT**

**ATTACHMENT E**

STATE OF CALIFORNIA  
**GENAI DISCLOSURE & FACTSHEET**  
STD 1000 (NEW 01/2024)

DEPARTMENT OF GENERAL SERVICES  
PROCUREMENT DIVISION

**Generative Artificial Intelligence (GenAI) Disclosure & Factsheet**

**Bidder/Offer Information**

N/A			
Solicitation Number		Bidder ID/Vendor ID (optional)	
Liberty Healthcare of California, Inc.			
Business Name		Business Telephone Number	
401 E. City Avenue, Suite 820		Bala Cynwyd,	PA 19004
Business Address		City	State Zip Code

**GenAI Disclosure & Factsheet**

Will you be using or offering GenAI technology, model, or service (collectively, "system")?  Yes  No (If No, skip to Signature section of this form.)

If yes, provide details regarding the GenAI system"). See *GenAI Disclosure & Factsheet Definitions* at the end of this form for more information.

Failure to disclose GenAI to the State and submit the detailed description may result in disqualification and may void any resulting contract.

1. GenAI Model Name, Version (including number of parameters)	
2. Model Owner	
3. Overview	
4. Purpose	
5. Intended Domain	
6. Model Training Data	
7. Model Information	

<b>8. Input and Outputs</b>	
<b>9. Performance Metrics</b>	
<b>10. Optimal Conditions</b>	
<b>11. Poor Conditions</b>	
<b>12. Bias</b>	
<b>13. Test Data</b>	

Explain below how you are ensuring the GenAI system is not adversely affecting "decisions that materially impact access to, or approval for, housing or accommodations, education, employment, credit, health care, and criminal justice." (AB 302, Department of Technology: High-Risk automated decision systems: inventory).

**Signature**

---

By signing this document, I certify that I have identified and disclosed, if any, all GenAI components in the proposed solution or service.

Signature

Date

## GenAI Disclosure & Factsheet Definitions

Please use the following definitions to complete the GenAI Disclosure and Factsheet:

**1. Model Name, Version & Number of Parameters:**

- Definition: The unique identifier or name assigned to the specific GenAI model or service.
- Purpose: Allows users to refer to and distinguish between different GenAI models.

**2. Model Owner**

- Definition: The name of the organization or entity responsible for creating or deploying the GenAI model or service.
- Importance: Helps identify the source and accountability for the GenAI system.

**3. Overview:**

- Definition: A concise summary of the GenAI model's purpose, functionality, and key characteristics.
- Role: Provides a high-level understanding for users and stakeholders.

**4. Purpose:**

- Definition: The intended use or goal of the GenAI model (e.g., image recognition, natural language processing, text summarization).
- Significance: Helps users assess whether the GenAI model aligns with their needs.

**5. Intended Domain:**

- Definition: The context, subject matter or domain for which the GenAI model is designed to operate effectively.
- Importance: Helps users determine if the GenAI model is suitable for their specific use case.

**6. Training Data:**

- Definition: Information used to train the GenAI model (e.g., labeled images, text corpora).
- Role: Influences the GenAI model's behavior and performance.

**7. Model Information:**

- Definition: Details about the architecture, parameters, and configuration of the GenAI model.
- Relevance: Provides insights into how the GenAI model functions.

**8. Inputs and Outputs:**

- Definition:
  - Inputs: The data or features provided to the model for prediction (e.g., images, text).
  - Outputs: The GenAI model's predictions or results (e.g., class labels, probabilities).
- Understanding: Crucial for integrating the GenAI model into applications.

**9. Performance Metrics:**

- Definition: Quantitative measures (e.g., accuracy, F1-score) used to evaluate the GenAI model's performance.
- Assessment: Determines how well the GenAI model meets its intended purpose.
- Continuous Monitoring Plan: Establishes a plan for continuous monitoring and evaluation of the GenAI model's performance.

**10. Optimal Conditions:**

- Definition: The ideal environment or context for the GenAI model to perform optimally.
- Contextual Guidance: Helps users achieve the best results.

**11. Poor Conditions:**

- Definition: Scenarios or conditions where the GenAI model's performance may degrade.
- Risk Awareness: Alerts users to potential limitations.

**12. Bias:**

- Definition: Any systematic error or unfairness in the GenAI model's predictions due to biased training data or design.
- Mitigation: Addressing bias is crucial for ethical and unbiased GenAI.

**13. Test Data:**

- Definition: Independent data used to evaluate the GenAI model's performance after training.
- Validation: Ensures the GenAI model generalizes well to unseen examples.



**SAN BERNARDINO COUNTY SHERIFF'S DEPARTMENT**  
**JBCT PROGRAM CONTRACT**  
**EXHIBIT I**  
**PROGRAM ELEMENTS**

**1. PROGRAM ELEMENTS**

**A. Referral Document Collection Prior to Admission**

The DSH Patient Management Unit (PMU) shall coordinate with the committing court to ensure all required documents listed under Penal Code section 1370, subdivision (a)(3) are provided by the court for all Patient Inmates upon admission. If at any time Liberty receives court correspondence directly from the court, Liberty shall provide copies of these documents to the DSH immediately, no later than 24 hours from receipt of the documents.

**B. Referrals Determined to be Not Suitable for Admission**

Should Liberty determine, based on clinical or custodial considerations, that a felony IST referral is not suitable for admission into the JBCT program, Liberty shall inform the DSH Contract Manager and/or their designee and the PMU immediately via the JBCT Enterprise Data Platform (EDP) application.

**C. Removal of Patient Inmates No Longer Clinically Suitable**

- i. Upon admission, Liberty shall assess each Patient Inmate to ascertain if restoration of trial competence is likely as required in the DSH JBCT Policies and Procedures Manual (Manual).
- ii. Should Liberty determine, based on clinical considerations or other factors, that a Patient Inmate admitted into the JBCT program is no longer clinically suitable for participation in the program, Liberty shall contact the DSH Contract Manager, and/or their designee, to discuss treatment options. Liberty agrees that the decision to remove such a Patient Inmate from the JBCT program requires mutual consent among the County, Liberty and the DSH. County and Liberty shall not unreasonably request Patient Inmate removal from the JBCT program, and the DSH shall not unreasonably withhold such permission to remove Patient Inmates.
- iii. Should the County, Liberty and the DSH determine a Patient Inmate should be removed from the JBCT program, Contractor shall continue to provide treatment until arrangements are made to admit the Patient Inmate to another DSH facility. Within seven days of making this determination, Liberty shall also provide the documents, listed in the current Manual, as well as any other additional documents requested by the DSH.

**D. Psychological Assessment Protocol**

- i. Liberty shall administer a battery of individualized psychological assessments and testing upon admission and throughout the Patient Inmate's stay with the JBCT. Standardized structured professional judgement measures and structured psychological assessments that are generally accepted by the field shall be utilized to complete assessments of the Patient Inmate's current functioning, cognitive abilities, likelihood of malingering, and current competency to stand trial. Full requirements for assessment and a non-exhaustive list of appropriate assessment measures are included in the Manual.

In addition to the use of structured assessments of patient response style, effort, and symptom validity as they relate to the potential that a patient is malingering and/or has cognitive dysfunction, Liberty shall integrate additional observable data reported by various disciplines on a 24/7 basis in coming to diagnoses for Patient Inmates. Full requirements for assessment and a non-exhaustive list of appropriate assessment measures are included in the Manual.

#### E. Individualized Treatment Program

- i. Liberty shall provide an individualized restoration program according to the treatment approach subscribed to by the individual treatment teams and indicated by the Patient Inmate's psychiatric condition, level of functioning, and legal context.
- ii. Liberty shall tailor individualized treatment regimens to the Patient Inmate's specific barrier(s) to trial competency. Deficits identified in the competency assessment upon admission to the JBCT program, or in subsequent assessments, shall be listed in the individual treatment plan and addressed by specific treatment interventions.
- iii. Liberty shall conduct case conferences weekly or as needed to reassess Patient Inmates' progress toward restoration of competence to allow the treatment teams to measure whether their treatment interventions are working, and whether additional treatment elements need to be incorporated into Patient Inmates' treatment plans.

#### F. Multi-model, Experiential Competency Restoration Educational Experience and Components

- i. Liberty shall provide educational materials presented in multiple learning formats by multiple staff to each Patient Inmate, e.g., a simple lecture format may be replaced with learning experiences involving discussion, reading, video, and experiential methods of instruction, such as role-playing or mock trial.
- ii. Liberty shall address the following elements in the education modalities of the competency restoration program including, but not limited to:
  - 1) Criminal charges;
  - 2) Severity of charges, namely Felony vs. Misdemeanor;
  - 3) Sentencing;
  - 4) Pleas including Guilty, Not Guilty, Nolo Contendere, and Not Guilty by Reason of Insanity;
  - 5) Plea bargaining;
  - 6) Roles of the courtroom personnel;
  - 7) Adversarial nature of trial process;
  - 8) Evaluating evidence;
  - 9) Court room behavior;
  - 10) Assisting counsel in conducting a defense;
  - 11) Probation and Parole; and
  - 12) Individualized instruction as needed.
- iii. Liberty shall provide additional learning experience through increased lecture time, as well as individual instruction to Patient Inmates who are incompetent due to intellectual disability or other primary neurocognitive dysfunction, but who may be restored to competence with additional exposure to the educational material.

#### G. Medication Administration and Consent

- i. Liberty shall obtain proper authorization (e.g., informed consent for treatment if the patient does not have an involuntary medication order, providing opportunity for assent if an order is in place) as soon as possible in accordance with professional standards of care and court practices.
- ii. Liberty shall provide strategies to promote and incentivize voluntary psychotropic medication compliance.
- iii. If involuntary psychotropic medication is not ordered by the Court at time of commitment of a Patient Inmate to the JBCT program and the treating psychiatrist determines that psychotropic medication has become medically necessary and appropriate, Liberty shall request that the Court issue an

order for the administration of involuntary psychotropic medication as outlined in the DSH JBCT Policy and Procedures Manual.

iv. Liberty will enact policies and procedures to ensure that within 14 days of admission from when a patient is admitted to the JBCT, and the Court has authorized administration of involuntary medication either:

a. The treating medical professional prescribes psychotropic medications to be administered over the patient's objection if the patient does not voluntarily comply with administration. Liberty's policies and procedures will ensure that involuntary medication is administered over the patient's objection, if necessary, beginning with the date of the medical professional's prescription.

Or

b. The treating medical professional determines that medications that could be provided involuntarily are not currently medically appropriate or necessary for the patient and documents their reasoning in the medical record.

v. Liberty will enact policies to ensure that when a patient is admitted to the JBCT Program without an order for involuntary medication, and Liberty subsequently petitions the Court and an order is granted, that within four business days of the date of the Court's order either:

a. The treating medical professional prescribes medications to be administered over the patient's objection if the patient does not voluntarily comply with administration. Liberty's policies and procedures will ensure that involuntary medication is administered over the patient's objection, if necessary, beginning with the date of the medical professional's prescription.

Or

b. The treating medical professional determines that medications that could be provided involuntarily are not currently medically appropriate or necessary for the patient and documents their reasoning in the medical record.

#### H. Suicide Prevention/Adverse Events

Liberty shall develop a suicide prevention program and assessment procedures that shall include an adverse sentinel event review process. Liberty shall submit written suicide prevention procedures to the DSH Contract Manager and/or their designee for approval prior to activation of the JBCT program and annually thereafter.

#### I. Patients' Rights/Grievance Process

Upon admission, Liberty shall provide an orientation and education on the Patient Inmate Grievance Process for each Patient Inmate. Liberty shall post the Patient Inmate Grievance Process in a visible location in an area commonly used by Patient Inmates.

#### J. Data Deliverables

i. Liberty will maintain and update patient information in the JBCT EDP Application consistently for all patients and in a timely manner. Information communicated therein includes, but is not limited to, the following data elements:

Term	Definition
Patient Name:	Last and First name of patient
Case Number:	Court assigned case number for each individual court case. It can typically include letters and numbers.
Booking Number:	Number that County Jail issues to an individual (per Forensics)
Gender:	Male or Female
Date of Birth:	Birthdate, Age can be determined using this date
Ethnicity:	Type of social group that has a common national or cultural tradition. <i>Caucasian/White, African American/Black, American Indian/Alaska Native, Asian, Native Hawaiian/Other Pacific Islander, Hispanic, Other</i>
Language Spoken:	Type of language spoken
Interpretive Services Utilized (YES/NO):	Was Interpretive services utilized? Yes or No
Referring County:	County of referral and/or commitment
Commitment Date:	Date of Commitment
Packet Received Date:	Date Packet Received (including incomplete required documents)
Packet Completed Date:	Date Packet completed (including all completed required documents)
Reason for Ongoing Pending Status:	Provide a detail reason why the delay of admission
Screening Evaluation Completed Date:	Date Screening Evaluation was completed
Screening Outcome:	Outcome results of patient screened. Accepted or Rejected
Reason for Screening Rejection:	Detail regarding reason for screening rejection. Bypassed/Triaged, Non-Roc, Medication, Substance-Related, Higher Level-of-Care, Other.
Admission Date:	Date of Admission
Involuntary Medication Order (YES/NO):	Is there a current court ordered IMO in place? Yes or No
IMO Effective Date:	Date IMO was effective on, this is the same as their 1370 commitment date
Medication Adherence:	Whether patients take their medications as prescribed. Fully Adherent, Intermittently Adherent, Refusing. (If applicable to program)
Did I/P Receive Invol Meds (YES/NO):	Was involuntary medication administered to patient? Yes or No
Date Invol Meds Initiated:	Date of involuntary medication administered
Disposition of Discharge/Transfer :	Final determination of patients status. Restored or DSH
Reason for Discharge/Transfer:	Detail regarding reason for patients discharge or transfer.
Date Referred to DSH for Transfer:	Date Referred to DSH for Transfer
Discharge/Transfer Date:	Date of Discharge and or Date of Transfer
Discharge/Transfer Location:	Location where patient will be discharged to. Jail, Atascadero SH, Coalinga SH, Metropolitan SH, Napa SH, Patton SH, Other: Must update Notes with Specific location.
Reason for delayed Discharge:	Provide a detail reason why the delay of discharge.
Date ROC Certificate Submitted to Court:	Date that ROC Certificate was submitted to Court
Primary Diagnosis at Admission:	Patients primary Diagnosis at time of Admission
Diagnosis at Discharge:	Patients primary Diagnosis at time of Discharge
Diagnosis of Malingering? (YES/NO):	Did the patient have a Malingering Diagnosis at any point during their stay in JBCT? Yes or No

## K. Reporting Requirements

- i. Liberty shall submit a written report to the Court, the community program director of the county or region of commitment (upon request), and the DSH Contract Manager and/or their designee concerning the Patient Inmate's progress toward recovery of trial competence within 90 days of a commitment. The report shall include a description of any antipsychotic medication administered to the Patient Inmate and its effects and side effects, including effects on the Patient Inmate's appearance or behavior that would affect the Patient Inmate's ability to understand the nature of the criminal proceedings or to assist counsel in the conduct of a defense in a reasonable manner.
- ii. Liberty shall immediately report to the County of any escaped Patient Inmate(s), with sufficient information to facilitate the County's reporting of the escape within 24 hours to the Court that made the commitment, the prosecutor in the case, the Department of Justice, and the DSH Contract Manager and/or their designee, with a written report to follow within five business days.
- iii. Liberty shall report via phone or email to the DSH Contract Manager and/or their designee when a Patient Inmate who is currently receiving treatment in the JBCT program is involved in a Serious Incident. "Serious Incidents" shall include, but not be limited to, causing serious harm to self or others and committing a new felony offense, and are defined more specifically in the Manual. Such reporting shall take place within 24 hours of the Serious Incident. Liberty shall respond to Serious Incidents and law enforcement issues, with coverage 24 hours per day, seven days a week, and with the capacity to arrange for or provide emergency transportation of Patient Inmates. Liberty shall maintain a Serious Incident file that is separate from the Patient Inmate record.
- iv. Liberty shall file a certificate of restoration with the Court that made the commitment when the Program Director or their designee determines that the Patient Inmate has regained trial competence.

## 2. TREATMENT PROTOCOL

- A. JBCT is an intensive, milieu-based treatment program that quickly facilitates competency through a combination of group and individual therapy.
- B. Group therapy is central to the restoration process, and Liberty shall provide treatment daily to Patient Inmates consistent with the standards set in the Manual. Group content should include one of the - three group treatment domains: *competency education, understanding and management of mental illness, and mental/social stimulation*. Many group topics can be assimilated into the groupings, e.g., mock trial, music-based competency treatment, etc.
- C. Liberty shall provide individual daily contacts each business day with each Patient Inmate. These may be brief encounters provided by clinicians or paraprofessionals that aid in building rapport and ensuring that patients are not in crisis.
- D. Liberty will provide individual sessions to each Patient Inmate at least weekly. Individual sessions may be used to provide additional support to augment concepts or strategies discussed in group treatment, discussion of key legal elements of the individual's case that may be too sensitive for group discussion, or individualized therapeutic approaches to mitigating the symptoms impeding trial competence or that contribute to high-risk behaviors. Case specific competency issues can best be addressed individually, e.g., a Patient Inmate understands court proceedings generally but struggles to apply the knowledge to their individual case.
- E. Liberty's psychiatrist shall see each Patient Inmate weekly. A psychiatric assessment is a component of the admission process, and more frequent appointments shall be available as needed.

Together on a weekly basis, the multi-disciplinary treatment team shall review each patient's progress towards restoration of trial competency and clinical progress more generally, as well as to complete initial and revised individualized treatment plans, as described in the Manual.

### 3. SAMPLE JAIL BASED COMPETENCY TREATMENT GROUP THERAPY SCHEDULE

	<i>Monday</i>	<i>Tuesday</i>	<i>Wednesday</i>	<i>Thursday</i>	<i>Friday</i>
<b>0800-0850</b>	<b>Staff Member 1:</b> Therapeutic Movement	<b>Staff Member 2:</b> Wake-up Activity	<b>Staff Member 2:</b> Wake-up Activity	<b>Staff Member 2:</b> Wake-up Activity	<b>Staff Member 3:</b> JBCT Incentive Store
<b>0900-0950</b>	<b>Staff Member 3:</b> Wellness Education	<b>Staff Member 4:</b> My Life, My Choice	<b>Staff Member 2:</b> Arts & Crafts	<b>Staff Member 4:</b> What Would You Do?	<b>Deputy:</b> Activity of Daily Living Groups
<b>1000-1050</b>	<b>Staff Member 5:</b> Current Events	<b>Staff Member 3:</b> Wellness Education	<b>Staff Member 2:</b> Life Skills	<b>Staff Member 3:</b> Wellness Education	
	<b>Staff Member 6:</b> Competency Education	<b>Staff Member 2:</b> Life Skills	<b>Staff Member 3:</b> Wellness Education	<b>Staff Member 2:</b> Table Games	
<b>1100-1150</b>	<i>Lunch</i>	<i>Lunch</i>	<b>Treatment Team Meeting:</b> Grand Rounds	<i>Lunch</i>	<i>Lunch</i>
<b>1200-1250</b>	<b>Individual Contacts</b>	<b>Staff Member 2:</b> Brain Fitness	<i>Lunch</i>	<b>Staff Member 2:</b> Brain Fitness	<b>Individual Contacts</b>
<b>1300-1350</b>	<b>Staff Member 6:</b> Competency Education	<b>Staff Member 4:</b> Court Activity		<b>Staff Member 4:</b> Competency Education	<b>Staff Member 4:</b> My Life, My Choice
	<b>Staff Member 2:</b> Table Games		<b>Staff Member 7:</b> Working with Your Attorney	<b>Individual Contacts</b>	<b>JBCT Cinema</b>
<b>1400-1450</b>	<b>Staff Member 5:</b> Trivia Challenge	<b>Individual Contacts</b>	<b>Individual Contacts</b>	<b>Individual Contacts</b>	
<b>1500-1530</b>	<b>Individual Contacts</b>	<b>Chaplain:</b> Bible Study	<b>Individual Contacts</b>	<b>Individual Contacts</b>	