

**STANDARD AGREEMENT - AMENDMENT**

STD 213A (Rev. 4/2020)

☒ CHECK HERE IF ADDITIONAL PAGES ARE ATTACHED 19 PAGES

AGREEMENT NUMBER

18-79005-000

AMENDMENT NUMBER

A2

Purchasing Authority Number

DSH-4440

1. This Agreement is entered into between the Contracting Agency and the Contractor named below:

CONTRACTING AGENCY NAME

Department of State Hospitals

CONTRACTOR NAME

County of Sonoma

2. The term of this Agreement is:

START DATE

March 1, 2019

THROUGH END DATE

June 30, 2022

3. The maximum amount of this Agreement after this Amendment is:

\$5,957,282.00

Five Million Nine Hundred Fifty-Seven Thousand Two Hundred Eighty-Two Dollars and Zero Cents

4. The parties mutually agree to this amendment as follows. All actions noted below are by this reference made a part of the Agreement and incorporated herein:

A. The effective date of this amendment is March 1, 2019 to June 30, 2022

B. This Agreement increases the Agreement's dollar amount of \$5,878,840.00 by \$78,442.00. The total maximum amount of this agreement shall now be \$5,957,282.00.

C. Exhibit A, "Scope of Work" is attached hereto. Deletions are in strikethrough and additions are in bold.

D. Exhibit A-1, "Program Elements" is attached hereto. Deletions are in strikethrough and additions are in bold.

E. Exhibit B, "Budget Detail and Payment Provisions" is attached hereto. Deletions are in strikethrough and additions are in bold.

F. Exhibit B-1, "Sample Invoice" is attached hereto. Deletions are in strikethrough and additions are in bold.

*All other terms and conditions shall remain the same.**IN WITNESS WHEREOF, THIS AGREEMENT HAS BEEN EXECUTED BY THE PARTIES HERETO.***CONTRACTOR**

CONTRACTOR NAME (if other than an individual, state whether a corporation, partnership, etc.)

County of Sonoma

CONTRACTOR BUSINESS ADDRESS

575 Administration Drive

CITY

Santa Rosa

STATE

CA

ZIP

95403

PRINTED NAME OF PERSON SIGNING

Mark Essick

TITLE

Sheriff-Coroner

CONTRACTOR AUTHORIZED SIGNATURE

DATE SIGNED

STD 213A (Rev. 4/2020)			
<div><div></div><div>CHECK HERE IF ADDITIONAL PAGES ARE ATTACHED</div></div> <div>PAGES</div>	AGREEMENT NUMBER 18-79005-000	AMENDMENT NUMBER A2	Purchasing Authority Number DSH-4440

STATE OF CALIFORNIA

CONTRACTING AGENCY NAME			
Department of State Hospitals			
CONTRACTING AGENCY ADDRESS		CITY	STATE    ZIP
1215 0 Street, MS-1		Sacramento	CA         95814
PRINTED NAME OF PERSON SIGNING		TITLE	
Paul Bernal		Unit Manager, PCSS	
CONTRACTING AGENCY AUTHORIZED SIGNATURE		DATE SIGNED	
CALIFORNIA DEPARTMENT OF GENERAL SERVICES APPROVAL		EXEMPTION (If Applicable)	

**EXHIBIT A**  
**SCOPE OF WORK****1. CONTRACTED PARTIES:**

- A. The County of Sonoma and/or their authorized designee, hereafter referred to as Contractor, agrees to provide services (as defined in Section 6) to the Department of State Hospitals (DSH) pursuant to the terms and conditions of this Agreement.

**2. SERVICE LOCATION:**

- A. The services shall be performed at Contractor's Main Adult Detention Facility (MADF) located at 2777 Ventura Avenue, Santa Rosa, California.

**3. SERVICE HOURS:**

- A. The services shall be provided 24 hours per day, seven days per week, including all State holidays.

**4. PROJECT REPRESENTATIVES:**

- A. The project representatives during the term of this Agreement will be:

<b>DSH Contract Manager:</b>	
Section/Unit: <del>Forensic Services Division</del> <b>Community Forensic Partnerships Division</b>	
Attention: Melanie Scott, Psy.D. Assistant Chief Psychologist	
Address: <del>1600 9<sup>th</sup> Street, Room 410</del> <b>1215 O Street, MS-2</b> <b>Sacramento, CA 95814</b>	
Phone: (916) 616-5703	Fax: (916) 651-1168
Email: <a href="mailto:Melanie.Scott@dsh.ca.gov">Melanie.Scott@dsh.ca.gov</a>	

<b>DSH Administrative Contact:</b>	
Section/Unit: <del>Forensic Services Division</del> <b>Community Forensic Partnerships Division</b>	
Attention: Selene Mujica <del>Program Adviser</del> <b>Program Manager</b>	
Address: <del>1600 9<sup>th</sup> Street, Room 410</del> <b>1215 O Street, MS-2</b> <b>Sacramento, CA 95814</b>	
Phone: (916) 651-7913	Fax: (916) 651-1168
Email: <a href="mailto:Selene.Mujica@dsh.ca.gov">Selene.Mujica@dsh.ca.gov</a>	

<b>Sonoma County Contract Manager:</b>	
Section/Unit: Sonoma County Sheriff's Office – MADF	
Attention: Sharon Post Administrative Services Officer	
Address: 2777 Ventura Avenue Santa Rosa, CA 95403	
Phone: (707) 565-1119	Fax: (707) 565-1442
Email: <a href="mailto:Sharon.Post@sonoma-county.org">Sharon.Post@sonoma-county.org</a>	

<b>Sonoma County Sheriff Contact:</b>	
Section/Unit: MADF	
Attention: Captain Chad McMasters	
Address: 2777 Ventura Avenue Santa Rosa, CA 95403	
Phone: (707) 565-1611	Fax: (707) 565-1442
Email: <a href="mailto:Chad.McMasters@sonoma-county.org">Chad.McMasters@sonoma-county.org</a>	

<b>MADF – Jail Medical Contact:</b>	
Section/Unit: Wellpath	
Attention: Niloofar Fadaki, M.D.	
Address: 2777 Ventura Avenue Santa Rosa, CA 95403	
Phone: (707) 565-1469	Fax: (707) 565-1442
Email: Niloofar.Fadaki@sonoma-county.org	

Either party may make changes to the contact names or information above by giving written notice to the other party. Said changes shall not require an amendment to this Agreement.

Oral/verbal comments or agreements are not binding unless confirmed in writing as an official agreement or amendment.

## **5. SUMMARY OF WORK TO BE PERFORMED:**

- A. Contractor shall provide access to portions of its MADF (hereinafter referred to as “Jail”) for the purposes of administering a Jail-Based Competency Treatment (JBCT) program for the provision of restoration of competency treatment services for male and female individuals, hereafter referred to as “Patient Inmates,” charged with felony offenses and found by the courts to be Incompetent to Stand Trial (IST) under Penal Code section 1370. Contractor shall provide restoration of competency treatment services to IST Patient Inmates participating in the JBCT program.

## **6. CONTRACTOR RESPONSIBILITIES:**

- A. Contractor shall designate an area within the Jail dedicated to the administration of a JBCT program and provide restoration of competency treatment services, either directly or through contract, that may restore trial competency for incarcerated male and female felony IST Patient Inmates committed to the DSH under Penal Code section 1370.
- B. In providing restoration of competency treatment services, Contractor shall adhere to the JBCT program outlines contained in Exhibit A-1, Program Elements.
- C. Contractor shall ensure that a preliminary evaluation of each potential JBCT Patient Inmate is conducted through, at a minimum, a review of the medical and mental health records of each prospective Patient Inmate, prior to admission into the JBCT program.
  - i. Contractor shall ensure that priority for admissions to the JBCT program shall be based on commitment date, unless an exception is made based on one of the factors listed in California Code of Regulations (CCR), Title 9, Section 4710.. In the event multiple felony IST defendants have the same commitment date, admission shall be scheduled based on the availability of the committing county to transport the defendants.
  - ii. Upon admission into the JBCT program, Contractor shall ensure that a more thorough assessment is conducted as indicated in Exhibit A-1, Program Elements.

- D. Contractor shall provide a minimum of eight single cells with beds (**Allocated Beds**) to Patient Inmates located in the JBCT-designated area and shall be paid in full for the minimum eight Allocated Beds at the per diem rate, regardless of the number of Patient Inmates admitted.
- E. As of July 1, 2020, Contractor shall provide a minimum of 10 singles cells with beds (Allocated Beds) to Patient Inmates located in the JBCT-designated area and shall be paid in full for the minimum 10 Allocated Beds at the per diem rate, regardless of the number of Patient Inmates admitted.
- F. **As of April 1, 2022, Contractor shall provide an additional 2 singles cells with beds (Allocated Beds) to Patient Inmates and shall be paid in full for the minimum 12 Allocated Beds at the per diem rate, regardless of the number of Patient Inmates admitted.**
- G. Contractor shall be reimbursed for additional beds (**Non-Allocated Beds**) at the per diem rate for the actual number of days that each individual Patient Inmate is in the JBCT program.
- H. Patient Inmates housed at the Jail shall remain under the legal and physical custody of Contractor.
- I. Contractor retains the right to exclude specific individual Patient Inmates from the JBCT-designated area for security and classification reasons at the time of assignment or at any point during their incarceration at the Jail.
- J. Contractor agrees to consult with the DSH Contract Manager when possible regarding the removal of a Patient Inmate from the JBCT program. Should Contractor determine, based on clinical considerations, patient history, or other factors, that a current or potential Patient Inmate is, or likely shall, negatively impact others participating in the JBCT program, Contractor shall inform the DSH Contract Manager immediately in writing, and by phone. Contractor agrees that the decision to remove such a Patient Inmate from the JBCT program is at the sole discretion of the DSH, and the DSH shall not unreasonably withhold such permission. If a Patient Inmate is removed from the JBCT program, the DSH shall arrange to have such Patient Inmate admitted to a state hospital forthwith as is permitted under the admission requirements set forth in CCR, Title 9, sections 4700, et seq. Contractor shall continue to treat the Patient Inmate in the JBCT program until such arrangements are made.
- K. Implementation of Contractor's JBCT program shall be limited to treating Sonoma County Patient Inmates. Contractor agrees that the DSH shall compensate Contractor for the designated area, 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, for the contracted ~~ten~~ **twelve** Allocated Beds. However, notwithstanding Sections F and G, Contractor shall make every reasonable effort to ensure that the ~~ten~~ **twelve** Allocated Beds provided for treatment services under this Agreement are occupied by Patient Inmates at all times. This includes, but is not limited to, admitting Patient Inmates of increasing levels of acuity.
  - i. The DSH shall make every reasonable effort to ensure adequate Patient Inmate referrals are sent to Contractor throughout the term of this Agreement.
  - ii. By mutual agreement, in writing, and at the request of the DSH, Contractor may admit Patient Inmates into the JBCT program above the ~~ten~~ **twelve** Allocated Beds.

- L. If less than ~~eight~~ **twelve** beds are occupied for more than 45 consecutive days, the DSH and Contractor shall initiate an amendment to this Agreement, authorizing Contractor to accept felony IST Patient Inmate referrals from neighboring counties.
- M. Contractor shall provide for the care, confinement, and security of the 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.
- N. Contractor's custody staff assigned to the JBCT program shall receive Enhanced Mentally Ill Offender or Crisis Intervention Training (CIT) provided by Contractor and shall participate in the JBCT program treatment team meetings.
- O. Responsibilities for Medical Care:
  - i. Contractor shall provide all Patient Inmates with the full range of Routine Medical Care available to other inmates of the Jail and is financially responsible for such care. Contractor agrees that the cost of all Routine Medical Care is included in the per diem rate charged to the DSH.
  - ii. For the purposes of this Agreement, Routine Medical Care, shall be defined as all medical, dental, and mental health care as well as the cost of medical supplies, any prescription medications which are provided to Patient Inmates, and restoration of competency treatment services which are provided by the Jail to Patient Inmates, including prescribed psychotropic medications.
  - iii. For the purposes of this Agreement, Non-Routine Medical Care shall be defined as major medical operations or surgeries (such as heart transplants), continuation of any experimental medication, services that cannot be provided onsite at the Jail, and emergency medical care.
  - iv. Contractor is solely responsible for ensuring Patient Inmates receive all necessary Non-Routine Medical Care. If a Patient Inmate requires Non-Routine Medical Care, Contractor shall notify the DSH Contract Manager or designee immediately in writing and by phone, or as soon as possible. For such patients, the DSH reserves the right to either admit the Patient Inmate to a state hospital for treatment or to require Contractor to ensure that the Patient Inmate is provided care at a facility designated by Contractor. Should the Patient Inmate be provided care at an outside facility, the DSH shall direct Contractor or the facility providing care to invoice the DSH directly for the full cost of care provided by submitting the invoice to the attention of the DSH Contract Manager.
  - v. In the event of an emergency, Contractor shall proceed immediately with necessary medical treatment. Contractor shall notify the DSH immediately regarding the nature of the illness or injury as well as the types of treatment provided. The DSH shall direct Contractor or the facility providing care to invoice the DSH directly for the full cost of care provided by submitting the invoice to the attention of the DSH Contract Manager.
  - vi. For all Routine and Non-Routine Medical Care, Contractor shall be responsible for security and transportation, including emergency transportation. Contractor agrees that all such costs are included in the per diem rate charged to the DSH.

- vii. Patient Inmates who are eligible for continuing competency services and require involuntary administration of medication for a period of more than six months shall be admitted to a state hospital.

P. Upon Restoration of Competency

- i. Contractor shall communicate and coordinate with the committing county's behavioral health program by providing records for the continued mental health care, crisis intervention, ongoing counseling and care, and psychotropic medication compliance for the Patient Inmates restored to competency and transferred from the JBCT program.
- Q. Contractor and its subcontractors shall procure and keep in full force and effect during the term of this Agreement all permits, registrations, and licenses necessary to accomplish the work specified in this Agreement and shall give all notices necessary and incident to the lawful prosecution of the work. Contractor shall provide proof of any such license(s), permits(s), and certificate(s) upon request by the DSH. Contractor agrees that failure by itself or its subcontractors to provide evidence of licensing, permits, or certifications shall constitute a material breach for which the DSH may terminate this Agreement with cause.
- R. Contractor shall provide services as outlined in this Agreement. Contractor shall be responsible to fulfill the requirements of this Agreement and shall incur expenses at its own risk and invest sufficient amount of time and capital to fulfill the obligations as contained herein.
- S. Contractor and its subcontractors 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. If any conflict arises between provisions of the plans and specifications and any such law above referred to, then Contractor shall immediately notify the DSH in writing.
- T. The DSH may terminate this Agreement pursuant to section 7 of Exhibit C if Contractor or its subcontractors fails to comply with a federal, state, or local law and the noncompliance, based on the facts and circumstances, would constitute a material breach of this Agreement under California law.

**7. DSH RESPONSIBILITIES:**

A. Rights of the DSH to Perform Quality Assurance and Financial Audits/Reviews

- i. The DSH may routinely evaluate the work performance of Contractor, Contractor's personnel, subcontractors, or other parties associated with Contractor to determine if the DSH standards and departmental policies and procedures are being maintained. If it is found that any party fails to perform or is physically or mentally incapable of providing services as required by the Agreement, then that party shall not perform services for the DSH.
- ii. The DSH may monitor and evaluate services provided in fulfillment of the requirements of this Agreement, as detailed in Exhibit A. Such monitoring and evaluation may occur on a regular cycle or as deemed necessary by the DSH Contract Manager. The DSH retains sole and absolute discretion in determining any such evaluation schedule.

- iii. Inspections may be conducted by the DSH staff at various times during the Agreement term to check on the quality of work. Payment shall not be provided for services deemed unacceptable by the DSH Contract Manager and/or their designee.
- iv. The DSH may audit and examine Contractor's records and accounts which pertain, directly or indirectly, to services performed under this Agreement. The DSH may hire third parties to perform the audit and examination, including but not limited to, accountants, consultants, or service providers in the applicable field. Contractor shall cooperate fully with the audits and examinations. The DSH and any persons or third parties working at the DSH's direction shall comply with the terms of Exhibit E, Confidentiality and Information Security Provisions. The DSH nor any persons performing audits and examinations under this Agreement on its behalf may not disclose, disseminate, copy, or publish any private information obtained during the course of performing this Agreement, without consent of Contractor, unless such disclosure is required by law.
- v. If, as a result of an audit and examination, the DSH is informed of underpayments or overpayments, the DSH shall notify Contractor of the need for payment or reimbursement. Upon receipt of a final audit report, Contractor has 30 days to reimburse any overpayment or to dispute or challenge the report. Contractor and the DSH shall confer and negotiate in good faith with respect to any disputed portion of the final audit report to reach agreement with respect to adjustments, payments, and reimbursements.
- vi. The DSH shall submit its findings to Contractor and establish a deadline for correcting any deficiencies in fulfilling the obligations set forth in this section. Failure by Contractor to timely correct deficiencies shall be reason for termination of services under this Agreement.

## **8. PERFORMANCE MEASURES:**

### **A. Complete and Timely Provision of Services**

- i. Expectations: Contractor is expected to provide all services, including any and all required reports, in a timely manner—in accordance with the timelines established in this Scope of Work.
- ii. Penalties: Should Contractor not provide all services, including any and all required reports in a timely manner, the DSH may choose to terminate this Agreement. Additionally, the DSH may find Contractor to be not responsible in provision of services and evaluate this in future contracting opportunities.

## **9. AMENDMENTS:**

- A. The parties reserve the right to amend this Agreement to adjust the funding rates and/or the number of Allocated Beds due to fluctuations in census and/or operational costs no more than once per year. The parties may also amend this Agreement by extending its term for two additional terms of up to one year each, and to add funding sufficient for these periods. This right to amend is in addition to the right to amend for other reasons contained in this Agreement or noted in the solicitation that resulted in this Agreement, if applicable. Any amendment shall be in writing and



signed by both parties and be approved by the Department of General Services if such approval is required.

**EXHIBIT A-1**  
**PROGRAM ELEMENTS**

**1. PROGRAM ELEMENTS**

- A. Contractor 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.
- B. Psychological Assessment Protocol
- i. Contractor shall administer a battery of individualized psychological assessments and testing upon admission. Standardized and semi-structured psychological tests shall be utilized to complete a preliminary assessment of the Patient Inmate's current functioning, likelihood of malingering, and current competency to stand trial. Impediments to trial competency will be ascertained through the use of preliminary assessment instruments, including but not limited to:
    - 1) Clinical Interview. The psychologist shall obtain information pertaining to the Patient Inmate's psychosocial, psychiatric, legal history, and barriers to competency. The *Mental Status Exam (MSE)* shall also be included in the interview;
    - 2) Assessment of Malingering (as clinically indicated). *Miller Forensic Assessment of Symptoms (M-FAST)*;
    - 3) Assessment of Trial Competence. *Evaluation of Competency to Stand Trial-Revised (ECST-R)*, *MacArthur Competence Tool – Criminal Adjudication (MacCAT-CA)*, *Competence Assessment for Standing Trial for Defendants with Mental Retardation (CAST-MR)*; and
    - 4) Severity of Psychiatric Symptoms. *Brief Psychiatric Rating Scale (BPRS)*.
  - ii. Contractor shall complete additional malingering-specific tests, integrating additional observable data reported by various disciplines on a 24/7 basis if preliminary assessment suggests presence of malingering. If the screening instruments administered during the preliminary assessment raise suspicion that the primary barrier to trial competency is malingering, the following may also be utilized, including but not limited to:
    - 1) *Structured Interview of Reported Symptoms – Second Edition (SIRS-2)*;
    - 2) *Test of Memory Malingering (TOMM)*;
    - 3) *Georgia Atypical Presentation (GAP)*;
    - 4) *Structured Inventory of Malingered Symptomatology (SIMS)*; or
    - 5) *Inventory of Legal Knowledge (ILK)*.
  - iii. Contractor may administer further cognitive functioning tests based on the specific cognitive deficit identified during the preliminary assessment. If the screening instruments administered during the preliminary assessment raise suspicion that the primary barrier to trial competency is cognitive deficits, the following may also be utilized, including but not limited to:
    - 1) *Repeatable Battery for the Assessment of Neuropsychological Status (RBANS)*;
    - 2) *Wide Range Achievement Test 4 (WRAT4)*; or
    - 3) *Montreal Cognitive Assessment (MoCA)*.

- iv. Contractor may administer additional instruments assessing personality to complete further assessment of psychological functioning, including but not limited to:
  - 1) *Personality Assessment Inventory (PAI)*; or
  - 2) *Minnesota Multiphasic Personality Inventory-2 (MMPI-2)*.
- v. Contractor shall conduct follow-up assessments of the Patient Inmate's current competency to stand trial at 30-day intervals or more frequently as needed using any of the following, including but not limited to:
  - 1) *Evaluation of Competency to Stand Trial-Revised (ECST-R)*;
  - 2) *Revised Competency Assessment Instrument (R-CAI)*;
  - 3) *MacArthur Competency Assessment Tool – Criminal Adjudication (MacCAT-CA)*; or
  - 4) *Competence Assessment for Standing Trial for Defendants with Mental Retardation (CAST-MR)*.
- vi. The assessment shall ascertain if trial competence is likely and medical issues would not pose a barrier to treatment. If bio-psychosocial issues contraindicate fast-track jail treatment, Contractor shall refer the Patient Inmate to the state hospital for treatment.
  - 1) At the discretion of the DSH Contract Manager, and if requested in writing, Contractor shall review and agree upon new Patient Inmates being forwarded for admission and/or retention into the JBCT program, which may contraindicate fast-track jail treatment.

#### C. Individualized Treatment Program

- i. Contractor shall identify specific deficits that result in incompetence to stand trial upon admission. Each deficit shall be listed on the individualized treatment plan and shall be targeted in the Patient Inmate's treatment. Contractor shall use current standardized competency assessment tools, such as the MacArthur Competency Assessment Tool, after considering the totality of clinical and forensic circumstances.
- ii. Contractor 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.
- iii. Contractor 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 shall be listed in the individual treatment plan and addressed by specific treatment interventions.
- iv. Contractor shall conduct case conferences weekly or as needed to re-assess 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.

#### D. Multi-modal, Experiential Competency Restoration Educational Experience and Components

- i. Contractor 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. Contractor 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. Contractor shall provide additional learning experience through increased lecture time, as well as individual instruction to Patient Inmates who are incompetent due to specific knowledge deficits caused by low intelligence but who may be restored to competence with additional exposure to the educational material.

#### E. Medication Administration and Consent

- i. Contractor shall obtain proper authorization (e.g., informed consent for treatment, medication issues) from the Patient Inmate as soon as possible, in accordance with professional standards of care and court practices.
- ii. Contractor 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, Contractor shall request that the court make an order for the administration of involuntary psychotropic medication.
- iv. Contractor shall administer involuntary psychotropic medication when medically necessary and appropriate upon the issuance of the court order.

#### F. Suicide Prevention/Adverse Events

Contractor shall develop a suicide prevention program and assessment procedures that shall include an adverse sentinel event review process. Contractor shall submit written suicide prevention procedures to the DSH Contract Manager for approval in accordance with a timeline agreed to between the DSH and Contractor, and annually thereafter.

## G. Data Deliverables

- i. The DSH shall provide a standardized data collection template. Contractor shall complete and submit this data collection to the DSH on a weekly basis with a deadline to be determined by the DSH. The template 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. Caucasian/White, African American/Black, American Indian/Alaska Native, Asian, Native Hawaiian/Other Pacific Islander, Hispanic, Other
Language Spoken:	Type of language spoken
Interpretive Services Utilized (Yes/No):	Was interpretive services used? 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)
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/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 patient's 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 the ROC Certificate was submitted to Court
Primary Diagnosis at Admission:	Patients primary Diagnosis at time of Admission
Diagnosis at Discharge:	Patients primary Diagnosis at the 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

- ii. Contractor shall submit daily census reports to the DSH upon the first Patient Inmate admission, unless otherwise requested by the DSH.
- iii. Contractor shall submit a summary performance report within 30 days of the end of the contract term, to include but not be limited to, the information stated above and:
  - 1) The total number of individuals restored to competency;
  - 2) The average number of days between program admission and discharge;
  - 3) The total cost of the program by budget category: personnel, operating expenses, administrative expense, custody and housing, and other direct operating costs as well as overall cost per Patient Inmate treated and the costs for those found to be malingering;
  - 4) The cost per cycle of treatment;
  - 5) A description of all implementation challenges; and
  - 6) Special incident reports and notification to the DSH of emergencies.

#### H. Reporting Requirements

- i. Contractor shall submit a written report to the court, the community program director of the county or region of commitment, and the DSH Contract Manager 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. Contractor shall verbally report any 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, with a written report to follow within five business days.
- iii. Contractor 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 Contractor shall provide treatment daily to Patient Inmates. Group content should include one of the four group treatment domains: *competency education, understanding and management of mental illness, physical exercise, and mental/social stimulation*. Many group topics can be assimilated into the groupings, e.g., mock trial, music-based competency treatment, etc.
- C. Contractor shall provide individual sessions per day to each Patient Inmate. Individual sessions may be used to check-in with Patient Inmates and/or discuss key legal elements of the individual's case that may be too sensitive for group discussion. Specific competency issues can best be addressed individually, e.g., a Patient Inmate understands court proceedings but struggles to apply the knowledge to their individual case.

- D. Contractor's psychiatrist shall see each Patient Inmates weekly. A psychiatric assessment is a component of the admission process, and more frequent appointments shall be available as needed.
- E. Together on a weekly basis, the multi-disciplinary treatment team shall review:
- i. Progress of all Patient Inmates admitted within 30 days,
  - ii. At subsequent 14-day intervals thereafter, and
  - iii. When a Patient Inmate is under consideration for discharge.

The multi-disciplinary treatment team shall be responsible for providing the committing court progress reports pursuant to Penal Code section 1370 subdivision (b)(1).

**3. SAMPLE JBCT PROGRAM GROUP THERAPY SCHEDULE**

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



**4. SAMPLE PROPOSED JBCT STAFFING MODEL:**

<b>Number of Beds</b>	8-10 Beds
<b>Treatment Team Staffing*</b>	Psychiatrist – 0.6 Psychologist – 0.75 Mental Health Clinician – 0.75 Competency Trainer – 1.0
<b>Administrative Staff*</b>	Office Assistant – 0.8
<b>Custodial Staff*</b>	Correctional Deputy – 1.0
<i>*Number of positions reflect full-time equivalent (FTE) values</i>	

**EXHIBIT B**  
**BUDGET DETAIL AND PAYMENT PROVISIONS**

**1. INVOICING AND PAYMENT**

- A. Invoices shall be submitted not more frequently than monthly in arrears.
- B. For services satisfactorily rendered, and upon receipt and approval of invoices submitted as described herein, the DSH agrees to compensate Contractor in accordance with the rates specified in section 5, Budget Detail.
- C. The DSH is not responsible for services performed by Contractor outside of this Agreement, or for services performed other than as outlined in Exhibit A, Scope of Work.
- D. The DSH makes no guarantee, either written or implied, as to the actual amount of funds that will be expended under this Agreement.

**2. INSTRUCTIONS TO THE CONTRACTOR:**

- A. To expedite the processing of invoices submitted to the DSH for payment, all invoice(s) shall be submitted to the DSH for review and approval at either:

Department of State Hospitals  
Attention: Accounting Office  
~~1600 Ninth Street, Room 141~~ **1215 O Street, MS-2**  
Sacramento, CA 95814  
**OR**  
**DSHSAC.AccountsPayable@dsh.ca.gov**

- B. Contractor shall submit one original and three copies of each invoice, unless emailed.
- C. Contractor shall type, not handwrite, each invoice on company letterhead. The DSH may provide an invoice template, if requested, which may be used in lieu of company letterhead.
- D. Contractor shall clearly note Contractor's name and address on each invoice. The name on the invoice must match the Payee Data Record (Std. 204) and the name listed on this Agreement.
- E. Contractor shall list and itemize in accordance with the Budget Detail, all services or deliverables provided on each invoice.
- F. Contractor shall include the following on each submitted invoice:
  - i. Date(s) during which the services or deliverables were provided and the date in which the invoice was generated.
  - ii. Agreement number, which can be found on the Standard Agreement Form (Std. 213).
  - iii. Small Business certification number, if applicable.
  - iv. Professional license number, if applicable.

v. Invoice total.

### 3. BUDGET CONTINGENCY CLAUSE:

- A. It is mutually agreed that, if the Budget Act of the current year and/or any subsequent years covered under this Agreement does not appropriate sufficient funds for the program, this Agreement shall no longer be in full force and effect. In this event, the State shall have no liability to pay any funds whatsoever to Contractor or to furnish any other considerations under this Agreement and Contractor shall not be obligated to perform any provisions of this Agreement.
- B. If funding for any Fiscal Year is reduced or deleted by the Budget Act for purposes of this program, the State shall have the option to either cancel this Agreement with no liability occurring to the State or offer an Agreement amendment to Contractor to reflect the reduced amount.
- C. If this Agreement overlaps Federal and State fiscal years, should funds not be appropriated by Congress or approved by the Legislature for the Fiscal Year(s) following that during which this Agreement was executed, the State may exercise its option to cancel this Agreement.
- D. In addition, this Agreement is subject to any additional restrictions, limitations, or conditions enacted by Congress or the Legislature which may affect the provisions or terms of funding of this Agreement in any manner.

### 4. PROMPT PAYMENT CLAUSE:

- A. Payment will be made in accordance with, and within the time specified in, Government Code section 927, et seq.

### 5. BUDGET DETAIL:

- A. The maximum amount of this Agreement shall not exceed ~~\$5,878,840.00~~ **\$5,957,282.00**.
- B. Upon contract execution, the per diem rate shall be \$431.00 per bed, totaling \$3,448.00 per day for all eight **Allocated Beds**. Upon invoicing, Contractor shall clearly identify the number of days in the month that services were provided.
- C. As of July 1, 2020, the per diem rate shall be \$431.00 per bed, totaling \$4,310.00 per day for all 10 Allocated Beds. Upon invoicing, Contractor shall clearly identify the number of days in the month that services were provided.
- D. **As of April 1, 2022, the per diem rate shall be \$431.00 per bed, totaling \$5,172.00 per day for all 12 Allocated Beds. Upon invoicing, Contractor shall clearly identify the number of days in the month that services were provided.**
- E. The DSH shall compensate Contractor for additional **Non-Allocated Beds** at the per diem rate of \$431.00 per Patient Inmate, per each day of treatment. Upon invoicing, Contractor shall clearly identify the number of Patient Inmates multiplied by the number of actual treatment days in the month that services were provided.
- F. At the sole discretion of the DSH and for the purposes of accounting, the DSH may adjust the total proposed expenditure for each fiscal year as needed. In no event will this change the Agreement price for the services actually rendered.

- E. The parties may amend this Agreement to adjust the funding rates and/or the number of Allocated Beds due to fluctuations in census and/or operational costs no more than once per year. The parties may also amend this Agreement by extending its term for two additional terms of up to one year each, and to add funding sufficient for these periods. This right to amend is in addition to the right to amend for other reasons contained in this Agreement or noted in the solicitation that resulted in this Agreement, if applicable. Any amendment shall be in writing and signed by both parties and be approved by the Department of General Services if such approval is required.
- F. Contractor must submit all invoices within a reasonable time but, no later than 12 months from the date that services were provided. If Contractor fails to provide invoices within 12 months of the date services are rendered, the DSH may elect to reject the invoices for payment as untimely and Contractor will be deemed to have waived any right to payment of the late invoices.
- G. Contractor shall not be reimbursed for any travel-related expenses. All travel shall be at the expense of Contractor.

**EXHIBIT B-1**  
**SAMPLE INVOICE**

[Insert Contractor's Department company logo/address]

**INVOICE**

DATE	INVOICE #

Department of State Hospitals  
 Attn: Accounting Office  
~~1600 9<sup>th</sup> Street, Room 141~~ **1215 O Street, MS-2**  
 Sacramento, CA 95814

PERIOD OF SERVICE	AGREEMENT #
[insert date range of month being invoiced]	[insert contract agreement number]

Allocated – Maximum <del>Ten</del> <b>Twelve</b> Beds				
Per Diem Rate*		Days in Treatment		Total for [insert month being invoiced]
<del>\$4,340.00</del> <b>\$5,172.00</b>	<b>X</b>	[Insert number of days in the month being invoiced]	=	\$ _____

**\*Per Diem Rate of \$431.00 Per Bed**

Non-Allocated – Additional Beds (list one Patient Inmate per row; insert additional rows as needed)					
Per Diem Rate		Total Patient Inmates		Days in Treatment	Total for [insert month being invoiced]
\$431.00	<b>X</b>	1	<b>X</b>	[Insert actual number of days in treatment for the month being invoiced]	= \$ _____
\$431.00	<b>X</b>	1	<b>X</b>	[Insert actual number of days in treatment for the month being invoiced]	= \$ _____

<b>Invoice Total for [insert month being invoiced]:</b>	<b>\$ _____</b>
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PLEASE MAKE REMITTANCE PAYABLE TO:  
 [Insert Contractor's Department billing contact/address]

Prepared By: [Signature here]  
 [Insert name/title here]