

**PROFESSIONAL SERVICES AGREEMENT #9356
BETWEEN THE COUNTY OF VENTURA
AND CALIFORNIA FORENSIC MEDICAL GROUP, INC.**

This Professional Services Contract (“**Agreement**”), effective July 1, 2024 (the “**Effective Date**”), is made by and between the County of Ventura, a political subdivision of the State of California (“**County**”) and California Forensic Medical Group, Inc. (“**Contractor**”), each a “**Party**” and collectively, the “**Parties**”.

WHEREAS, County entered into an agreement with the State of California Department of State Hospitals for the purpose of providing a Jail Based Competency Treatment Program to inmates in either the Ventura County Pre-Trial Detention Facility or Todd Road Jail; and

WHEREAS, County invited proposals through the Request for Proposals (RFP #6069) to provide a Jail Based Competency Treatment Program in accordance with the specifications set forth in this Agreement; and

WHEREAS, Contractor has submitted a responsive and responsible proposal to perform such services; and

WHEREAS, Contractor has the expertise and capabilities necessary to provide the services requested; and

WHEREAS, County desires to engage Contractor to provide a Jail Based Competency Treatment Program to inmates in inmates in either the Ventura County Pre-Trial Detention Facility or Todd Road Jail.

NOW, THEREFORE, in consideration of the mutual promises contained herein, the parties agree as follows:

Section 1. DEFINITIONS.

For the purposes of this Agreement, the following definitions shall apply:

- A. **CFMG:** California Forensic Medical Group, Inc. (Contractor)
- B. **Inmate:** Individual detained or incarcerated in the Ventura County Jail.
- C. **Jail:** Pre-Trial Detention Facility located at 800 S. Victoria Ave. Ventura, CA 93009, or Todd Road Jail, located at 600 Todd Road, Santa Paula, CA, 93060.
- D. **JBCT:** Jail-Based Competency Treatment program for the provision of restoration of competency treatment services for specifically identified inmates found by the courts to be Incompetent to Stand Trial under Penal Code section 1370.
- E. **NCCHC:** The National Commission on Correctional Health Care, which establishes standards, certifications and accreditation related to health services in correctional facilities.

Section 2. CONTRACTOR RESPONSIBILITIES**A. JAIL BASED COMPETENCY TREATMENT PROGRAM**

Except as otherwise provided herein, pursuant to the Terms and Conditions of this Agreement, Contractor shall perform the scope of services as identified in **Exhibit A-1**, Jail Based Competency Treatment Program, attached hereto and incorporated herein, at either the Ventura County Pre-Trial Detention Facility or Todd Road Jail ("Facility").

B. EQUIPMENT AND SUPPLIES:

- 1) Contractor shall provide, and receive reimbursement from County, all reasonably necessary medical equipment and supplies, including, but not limited to, medicines, drugs, pharmaceuticals, medical supplies, medical record supplies, dressings, instruments, gloves, and medical/dental personnel wearing apparel.
- 2) Contractor is authorized to use medical equipment and furniture currently in the medical services area of the Facility.
- 3) Contractor shall purchase, and receive reimbursement from County, all medical equipment, and supplies necessary for Contractor to render services pursuant to this Agreement except such furniture, medical equipment, and supplies which are currently owned by County and are currently located in the Jail. All JBCT program furniture to be purchased by the County.

Section 3. FACILITY STAFFING AND PERSONNEL**A. STAFFING MATRIX:**

Contractor shall maintain adequate personnel to provide the services required herein. Contractor shall maintain the staffing pattern, hours, and availability as specified in **Exhibit A-1**, as the minimum staffing level. During the term of this Agreement, County may modify Exhibit A-1 to add or delete staff and/or make changes to staffing schedules, as agreed upon in writing between the County and the Contractor.

B. Contractor shall recruit, interview, hire, train, and supervise all health care staff and such health care staff.**C. Contractor's employees performing professional medical services pursuant to this Agreement shall be duly licensed without restriction to practice in the State of California, except for medical residents and interns following a course of a study, authorized for training by Contractor. Said employees shall practice medicine in accordance with accepted medical procedures at a standard equal to or greater than**

that commonly practiced by professional medical providers of good standing in the community.

- D. Contractor shall be responsible for time and attendance accountability.
- E. In the event that any Contractor personnel fail to meet the obligations and standards of service specified in this Agreement; pose a safety or security threat to the Facility or any persons therein; or otherwise unreasonably impede County's operation of the Facility, Contractor shall, at the written request of County's Sheriff or his or her designee identifying the personnel and problematic conduct, replace such personnel assigned to the Facility under this section JJ. Notwithstanding the foregoing sentence, Contractor shall have ultimate discretion as to hiring and employment decisions of its staff.
- F. All Contractor's employees assigned to the Jail under this Agreement shall be subject to security background checks by the Sheriff prior to receiving clearance to work in the Jail. Provided that no criminal record history is found to exist, the new hire shall be granted immediate temporary access to work at the Jail. Contractor's employees shall then maintain security clearance at all times during their assignment to the Jail under this contract.
- G. Contractor shall ensure that all personnel employed in the performance of this Agreement possess the required expertise, skill, and professional competence to perform their duties.
- H. Contractor may enter into subcontracts for the performance of obligations hereunder. However, no subcontract shall be entered into without the prior written approval of County. Said approval shall not be unreasonably withheld.
- I. Contractor may, at Contractor's own expense, employ such assistants as Contractor deems necessary, to perform the services required of Contractor by this Agreement. County may not control, direct, or supervise Contractor's assistants or employees in the performance of those services except as set forth herein.
- J. Contractor shall comply with all laws relating to hiring and employment practices to assure that applicants for employment and employees are not discriminated against because of race, creed, religion, color, age, sexual preference, marital status, disability, or national origin.
- K. Contractor shall obtain all licenses necessary to provide medical services in the Jail. Contractor shall ensure that all of its employees, including temporary employees, who render medical care pursuant to this Agreement possess and maintain all applicable licenses and certificates. Contractor shall ensure that all Contractor's employees, representatives, volunteers, and interns work only within the scope of practice described by their license or certificate.

- L. Contractor shall ensure all of its employees have completed the Contractor's new employee orientation program for the Facility within the first two weeks of the employee working at the Facility.
- M. Contractor shall provide in-service training for its personnel. Topics will be identified by Contractor's Program Manager who will also maintain records on subject matter and employee participation.
- N. Notwithstanding anything to the contrary contained in any instrument, nothing shall be construed to require Contractor to act or refrain from acting in any way which might jeopardize the trade secret, confidential, proprietary, or otherwise protected status of or Contractor's exclusive ownership interest in any information.

Section 4. RESPONSIBILITIES OF COUNTY

- A. County shall compensate Contractor as prescribed in Sections 5 and 6 of this Agreement.
- B. County shall provide, at a minimum, space, housekeeping, utilities, and general security for Contractor to deliver the JBCT program pursuant to this Agreement.
- C. County will coordinate with Contractor to ensure the standards of Title 15 of the California Code of Regulations and NCCHC are met for accreditation purposes.
- D. County shall provide one or more computer workstations for Contractor to use at the Jail.
- E. County is responsible for providing sufficient security to enable Contractor to safely and adequately provide the services prescribed in this Agreement.

Section 5. COMPENSATION

Contractor shall be compensated for the services prescribed in this Agreement as follows:

- A. DAILY RATE JULY 1, 2024, THROUGH JUNE 30, 2025:

Contractor will be compensated at a daily rate of \$483.99 per bed, based on a ten-bed program, for services rendered pursuant to this Agreement. The daily rate includes costs for clinical staff, County Staff, and additional costs surrounding housing and on-site labs/supplies. Any costs incurred by Contractor beyond the daily rate are at the risk of Contractor alone.

Section 6. BILLING AND PAYMENT

- A. Contractor shall submit to County a monthly statement of services rendered and reimbursable equipment and supplies purchased for the JBCT program by the fifth day of each month for services rendered and reimbursable equipment (as outlined in Section 2B) and supplies purchased the preceding month. County shall make

payment within 30 days of receipt of reimbursement from the State of California Department of State Hospitals ("DSH") for the services that are the subject of Contractor's invoice.

- B. Contractor shall be paid via electronic invoice payment; automated clearing house (ACH), County credit card, or Commerce Bank virtual card. ACH payments require submission of the completed Auditor-Controller ACH/Direct Deposit authorization form with first claim for payment.

Section 7. TERM OF AGREEMENT

The initial term of this Agreement shall begin July 1, 2024, and end June 30, 2025, subject to all the terms and conditions set forth herein. This contract, upon mutual Agreement, can be extended for two (2) additional one-year term by written contract amendment. Any extension of this contract is contingent upon approval and authorization by the California Department of State Hospitals and the Ventura County Board of Supervisors.

Section 8. TERMINATION OF AGREEMENT

County may terminate this contract as follows:

- A. County's obligation pursuant to this Contract is subject to funding appropriated by the California Department of State Hospitals for this purpose for each fiscal year in which this contract is in effect. In the event that the California Department of State Hospitals fails to so appropriate said funds; County's obligation hereunder will terminate at the end of the fiscal year for which funds were appropriated or at the end of the contract term, whichever occurs first.
- B. County or Contractor may terminate this contract upon thirty (30) days written notice without cause. In the event of termination under this paragraph, Contractor shall be paid for all work provided to the date of termination, as long as such work meets the terms and conditions of this contract.
- C. On completion or termination of this contract, County shall be entitled to immediate possession of, and Contractor shall furnish all computations, correspondence and other pertinent data gathered or computed by Contractor specifically for the services required hereunder prior to such termination.
- D. This right of termination belonging to the Parties may be exercised without prejudice to any other remedy which it may be entitled at law or under this contract.
- E. Upon termination or other expiration of this contract, each party will assist the other party in the orderly termination of the contract and the transfer of all assets, tangible and intangible (except proprietary assets of Contractor), as may facilitate the orderly, non-disrupted business continuation of each party.

- F. The right of termination belonging to the Parties may be exercised without prejudice to any other remedy which it may be entitled to at law or under this Contract.

Section 9. ENTIRE AGREEMENT; AMENDMENTS; HEADINGS; EXHIBITS/APPENDICES

- A. This Agreement supersedes all previous Agreements relating to the subject of this Agreement and constitutes the entire understanding of the Parties hereto. Contractor shall be entitled to no other benefits other than those specified herein. Contractor specifically acknowledges that in entering into and executing this Agreement, Contractor relies solely upon the provisions contained in this Agreement and no others.
- B. No changes, amendments, or alterations to this Agreement shall be effective unless in writing and signed by both Parties.
- C. The headings that appear in this Agreement are for reference purposes only and shall not affect the meaning or construction of this Agreement.
- D. If any ambiguity, inconsistency, or conflict exists or arises between the provisions of this Agreement and the provisions of any of this Agreement's exhibits or appendices, the provisions of this Agreement shall govern.

Section 10. NONASSIGNMENT OF AGREEMENT; NON-WAIVER

Inasmuch as this Agreement is intended to secure the specialized services of Contractor, Contractor may not assign, transfer, delegate, or sublet any interest herein without the prior written consent of County. Such consent shall not be unreasonably withheld.

Section 11. EMPLOYMENT STATUS OF CONTRACTOR

Contractor shall, during the entire term of this Agreement, be construed to be an independent contractor, and nothing in this Agreement is intended nor shall be construed to create an employer-employee relationship, a joint venture relationship, or to allow County to exercise discretion or control over the professional manner in which Contractor performs the work or services that are the subject matter of this Agreement; provided, however, that the work or services to be provided by Contractor shall be provided in a manner consistent with the professional standards applicable to such work or services. The sole interest of County is to ensure that the work or services shall be rendered and performed in a competent, efficient, and satisfactory manner. Contractor shall be fully responsible for payment of all taxes due to the State of California or the federal government that would be withheld from compensation if Contractor were a County employee. County shall not be liable for deductions for any amount for any purpose from Contractor's compensation. Contractor shall not be eligible for coverage under County's workers' compensation insurance plan nor shall Contractor be eligible for any other County benefit. Contractor must issue W-2 and 941 Forms for income and employment tax purposes, for all of Contractor's assigned personnel under the terms and conditions of this Agreement.

Section 12. INDEMNIFICATION

Contractor shall defend, indemnify, and hold harmless County, its Board of Supervisors, officers, directors, agents, employees, and volunteers from and against all demands, claims, actions, liabilities, losses, damages, and costs, including reasonable attorney's fees, arising out of or resulting from the performance of the Contract, caused in whole or in part by the negligent or intentional acts or omissions of Contractor's officers, directors, agents, employees, or subcontractors. County shall promptly notify Contractor of any claim for which it seeks defense and/or indemnification under this section.

County shall defend, indemnify, and hold harmless Contractor, its officers, directors, agents, employees, and subcontractors from and against all demands, claims, actions, liabilities, losses, damages, and costs, including reasonable attorney's fees, arising out of or resulting from the performance of the Contract, caused in whole or in part by the negligent or intentional acts or omissions of County's Board of Supervisors, officers, directors, agents, employees, or volunteers. Contractor shall promptly notify County of any claim for which it seeks defense and/or indemnification under this section.

Contractor shall cooperate fully in aiding County to investigate, adjust, settle or defend any claims, action or proceeding, including writs of habeas corpus, brought in connection with the operation of County Detention facilities health programs with which Contractor may be connected.

It is the intention of County and Contractor that the provisions of this paragraph be interpreted to impose on each party responsibility to the other for the acts and omissions of their respective officers, directors, agents, employees, volunteers, County's Board of Supervisors, and Contractor's Subcontractors. It is also the intention of County and Contractor that, where comparative fault is determined to have been contributory, principles of comparative fault will be followed and each party shall bear the proportionate cost of any damage attributable to the fault of that party, its officers, directors, agents, employees, volunteers, County's Board of Supervisors and Contractor's Subcontractors.

Section 13. INSURANCE COVERAGE

- A. Contractor, at its sole cost and expense, will obtain and maintain in full force during the term of this contract the following types of insurance:
 - 1. Commercial General Liability "occurrence" coverage in the minimum amount of \$3,000,000.00 combined single limit (CSL) bodily injury & property damage each occurrence; \$6,000,000.00 aggregate, including personal injury, civil rights violations, including a plaintiff's attorney fees, broad form property damage, products/completed operations, broad form blanket contractual; and \$100,000.00 fire legal liability.
 - 2. Commercial Automobile Liability coverage in the minimum amount of \$1,000,000.00 CSL bodily injury & property damage, including owned,

- non-owned, and hired automobiles. Also to include Uninsured/Underinsured Motorists coverage in the minimum amount of \$100,000.00 when there are owned vehicles.
3. Workers' Compensation (WC) coverage, in full compliance with California statutory requirements, for all employees of Contractor and Employer's Liability in the minimum amount of \$1,000,000.00.
 4. Professional Liability coverage (Medical Malpractice) in the minimum amount of \$2,000,000.00 each claim and \$5,000,000.00 aggregate.
 5. Employee Dishonesty Blanket Position Bond: Theft, Disappearance and Destruction of Money and Securities; Theft, Disappearance and Destruction of All Property Other than Money and Securities; Forgery or Alteration; Computer Fraud – each at a minimum limit of \$100,000.
 6. Security and Privacy: Coverage for the accidental, incidental, purposeful, wrongful disclosure, breach or theft of private information, including medical records and computer data, of at least \$2,500,000 each claim.
- B. All insurance required by this Contract and obtained by Contractor will be primary coverage for purposes of any insurance claim related to services rendered under this Contract, and any insurance, bonding, or self-insurance maintained by County will be excess of Contractor's independent insurance coverage and will not contribute to it.
- C. Contractor must immediately notify County in writing if any of Contractor's aggregate liability reaches or exceeds 50% of any insurance or bonding limit held by Contractor under this section. Additional coverage must be purchased by Contractor to sustain the reserve insurance or bonding amount required by this section.
- D. Any insurance policy or bond Agreement obtained by Contractor shall be issued by a company(ies) authorized to transact business in the State of California. The insurance company(ies) must have an A.M. Best Company rating or B+ (plus) VII or higher.
- E. County, Its Boards, Agencies, Departments, Offices, Employees, Agents, and Volunteers are to be named as Additional Insureds with respect work performed by Contractor under the terms of this Contract on all policies required under this Contract (except Workers' Compensation).
- F. Contractor agrees to waive all rights of subrogation against the County, its Boards, Agencies, Departments, Officers, Employees, Agents, and Volunteers for losses arising out of work performed by Contractor under the terms of this Contract.

- G. Contractor will not cancel, non-renew or reduce the scope of coverage or monetary policy limit of any insurance policy or bond issued as a result of this Contract without first providing sixty (60) days written notice to County at the offices listed in the contact section below.
- H. Contractor shall provide County, through the Sheriff's Office's, at the contact address indicated below, the following insurance documents on or before the effective date of this contract:
 - 1. Certificates of Insurance for all required coverage.
 - 2. Copies of any duly issued surety bond.
 - 3. RESERVED.
 - 4. Additional Insured endorsements.
 - 5. Waiver of Subrogation endorsements for Workers Compensation Coverage (a.k.a.: Waiver of Transfer Rights of Recovery Against Others, Waiver of Our Right to Recover from Others)
- I. Failure to provide these documents may be grounds for immediate termination or suspension of this contract.
- J. Contractor's Self-Insurance coverage in the minimum amounts set forth herein in no way relieves or absolves Contractor from liability in excess of such coverage, and County reserves its right to take all actions necessary in accordance with this Contract or any other legal remedy.
- K. If the Medical Malpractice Liability coverage is "claims made," Contractor must, for a period of five (5) years after the date when contract is terminated, completed or non-renewed, maintain insurance with a retroactive date that is on or before the start date of this Contract. County may withhold final payments due under this Contract until satisfactory evidence of the tail coverage is provided by Contractor.
- L. Contractor shall provide County, through the Sheriff's Office, at the contact address indicated below, a Sixty (60) Days' notice of cancellation.

Section 14. GOVERNING LAW

This Agreement will be governed by the laws of the State of California applicable to contracts made and to be performed entirely within such jurisdiction and without giving effect to its choice or conflict of law rules or principles.

Section 15. COMPLIANCE WITH LAWS; NON-DISCRIMINATION

A. GENERAL

No person will on the grounds of race, color, national origin, religious affiliation or non-affiliation, sex, age, handicap, disability, or political affiliation, be excluded from participation in, be denied the benefits, or be subjected to discrimination under this Contract.

B. EMPLOYMENT

Contractor will ensure equal employment opportunity based on objective standards of recruitment, selection, promotion, classification, compensation, performance evaluations, and management relations, for all employees under this contract. Contractor's personnel policies will be made available to County upon request.

Section 16. RECORDS RETENTION

Contractor, and its subcontractors or agents, shall retain all records throughout the term of the Agreement and shall continue to maintain the information required under this Agreement for a period of six (6) years after termination of the Agreement.

Section 17. LICENSES AND PERMITS

Contractor, and Contractor's officers, employees, and agents performing the work or services required by this Agreement, shall possess and maintain all necessary licenses, permits, certificates, and credentials required by the laws of the United States, the State of California, the County of Ventura, and all other appropriate governmental agencies, including any certification and credentials required by County. Failure to maintain the licenses, permits, certificates, and credentials shall be deemed a breach of this Agreement and constitutes grounds for the termination of this Agreement by County.

Section 18. NOTICES

Any notice of termination, requests, demands or other communications under this Agreement shall be in writing and shall be deemed delivered: (a) when delivered in person to a representative the Parties listed below; (b) upon receipt when mailed by overnight courier service, mailed by first-class certified or registered mail, return receipt requested, addressed to the Party at the address below:

If to County: Ventura County Sheriff's Office
Attn: Detention Services Administrative Captain
600 Todd Road
Santa Paula, CA 93060

If to Contractor: California Forensic Medical Group, Inc.
Attn: Chief Legal Officer
3340 Perimeter Hill Dr
Nashville, TN 37211

Section 19. AGREEMENT PREPARATION

It is agreed and understood by the Parties that this Agreement has been arrived at through negotiation and that neither Party is to be deemed the Party which created any uncertainty in this Agreement within the meaning of section 1654 of the Civil Code.

Section 20. COMPLIANCE WITH POLITICAL REFORM ACT

Contractor shall comply with the California Political Reform Act (Government Code, sections 81000, *et seq.*), with all regulations adopted by the Fair Political Practices Commission pursuant thereto, and with the County's Conflict of Interest Code, with regard to any obligation on the part of Contractor to disclose financial interests and to recuse from influencing any County decision which may affect Contractor's financial interests. If required by the County's Conflict of Interest Code, Contractor shall comply with the ethics training requirements of Government Code sections 53234, *et seq.*

Section 21. SEVERABILITY

If any term of this Contract is held by a court of competent jurisdiction to be void or unenforceable, the remainder of the contract terms will remain in full force and effect and will not be affected.

Section 22. CONFIDENTIALITY

Any reports, information, data, statistics, forms, procedures, systems, studies and any other communication or form of knowledge given to or prepared or assembled by Contractor under this contract which County requests in writing to be kept confidential, will not be made available to any individual or organization by Contractor without the prior written approval of County except as authorized by law.

Section 23. CONFIDENTIALITY OF PATIENT INFORMATION

All information and records obtained in the course of providing services under this Agreement shall be confidential, and Contractor and all of Contractor's employees, volunteers, agents, and officers shall comply with state and federal requirements regarding confidentiality of patient information (including, but not limited to, section 5328 of the Welfare and Institutions Code; Civil Code section 56.10; the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and the regulations adopted pursuant thereto; Title 42, Code of Federal Regulations, Part 2; and Title 45, Code of Federal Regulations, section 205.50). All applicable regulations and statutes relating to patients' rights shall be adhered to. This provision shall survive the termination, expiration, or cancellation of this Agreement.

Section 24. CONFIDENTIALITY OF CLIENT INFORMATION

Contractor shall comply with, and require all of Contractor's employees, volunteers, agents, and officers to comply with, the provisions of section 10850 of the Welfare and

Institutions Code, and of Division 19 of the California Department of Social Services Manual of Policies and Procedures. This provision shall survive the termination, expiration, or cancellation of this Agreement to which the State Department of Social Services regulations apply.

Section 25. CONTRACT MONITORING

The County will have the right to review the work being performed by the Contractor under this Contract at any time during Contractor's usual working hours. Review, checking, approval or other action by the County will not relieve Contractor of Contractor's responsibility for the thoroughness of the services to be provided hereunder. This Contract will be administered by County of Ventura Sheriff's Office, or his/her authorized representative.

Section 26. AGREEMENT EXECUTION

This Agreement may be executed in one or more counterparts, all of which taken together, shall constitute one and the same instrument when each Party has signed at least one counterpart. Facsimile signatures or signatures transmitted via pdf document shall be treated as originals for all purposes.

SIGNATURE PAGE FOLLOWS

IN WITNESS WHEREOF the parties hereto have executed this Contract.

COUNTY OF VENTURA

CONTRACTOR, SIGNATURE 1*

Authorized Signature

Authorized Signature

Printed Name

Printed Name

Title

Title

Date

Date

77-0005793
Tax Identification Number

Secretary of State Entity Number

CONTRACTOR, SIGNATURE 2*

Authorized Signature

Printed Name

Title

Date

* If a corporation, this Contract must be signed by two specific corporate officers.

The first signature must be either the (1) Chief Executive Officer, (2) Chairman of the Board, (3) President, or any (4) Vice President. The second signature must be the (a) Secretary, an (b) Assistant Secretary, the (c) Chief Financial Officer, or any (d) Assistant Treasurer.

In the alternative, a single corporate signature is acceptable when accompanied by a corporate resolution demonstrating the legal authority of the signature to bind the company.

EXHIBIT A-1
PROGRAM ELEMENTS

1. PROGRAM ELEMENTS

A. Referral Document Collection Prior to Admission

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. Contractor shall provide copies of these documents to the DSH immediately upon request, no later than 24 hours from receipt of the request. Once the committing county's felony IST referrals are being managed by the DSH Patient Management Unit (PMU), the PMU shall coordinate with the committing court and provide all required documents to Contractor.

B. Referrals Determined to be Not Suitable for Admission

Should Contractor determine, based on clinical or custodial considerations, that a felony IST referral is not suitable for admission into the JBCT program, Contractor shall inform the DSH Contract Manager and the PMU immediately in writing or by phone. Immediately upon making this determination, Contractor shall provide all required documents listed under Penal Code section 1370, subdivision (a)(3) to the PMU no later than 24 hours. Once the committing county's felony IST referrals are being managed by the PMU, the transmission of these documents will no longer be required.

C. Removal of Patient Inmates No Longer Clinically Suitable

- i. Upon admission, Contractor shall assess each Patient Inmate to ascertain if trial competence is likely and medical issues would not pose a barrier to treatment. 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.
- ii. Should Contractor 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, Contractor shall contact the DSH Contract Manager to discuss treatment options. 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.
- iii. Should Contractor 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 a state hospital. Within seven days of making this determination, Contractor shall also provide the following additional documents to the PMU, including but not limited to:
 - 1) Transfer Notification Letter;
 - 2) Court Reports, if due or submitted;
 - 3) 90-Day Progress Report, if due or submitted;
 - 4) Psychiatry Intake Assessment;
 - 5) The three most recent Psychiatry Progress Notes;
 - 6) Psychology Intake Assessment;
 - 7) 30-Day Psychologist Competency Reassessments;

- 8) Social Work/Clinician Intake Assessment;
- 9) Nursing Intake Assessment;
- 10) Informed Consent;
- 11) Medication Orders;
- 12) Laboratory Results, if any; and
- 13) Discharge Summary.

D. 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 shall 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, and legal history as well as 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)*, the *MacArthur Competency Assessment Tool – Criminal Adjudication (MacCAT-CA)*, and/or the *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 administer additional malingering-specific assessments, integrating additional observable data reported by various disciplines on a 24/7 basis if preliminary assessment suggests the 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 assessments 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 administer 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)*.

E. 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 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-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.

G. Medication Administration and Consent

- i. Contractor shall obtain proper authorization (e.g., informed consent for treatment, medication issues) from the Patient Inmates 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.

H. 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 prior to activation of the JBCT program and annually thereafter.

I. Patients' Rights/Grievance Process

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

J. 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. <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

- 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.

K. Reporting Requirements

- i. Contractor shall submit a written report to the court which made the commitment, 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 report via phone or email to the DSH Contract Manager 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. Such reporting shall take place within 24 hours of the Serious Incident. Contractor 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. Contractor shall maintain a Serious Incident file that is separate from the Patient Inmate record.
- iv. 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 Inmate 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 JAIL BASED COMPETENCY TREATMENT 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 Meeting: Team 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 5: Outdoor Activity
	Staff Member 2: Table Games					
1400-1450	Staff Member 5: Trivia Challenge	Individual Contacts	Staff Member 7: Working with Your Attorney	Individual Contacts	JBCT Cinema	
		Chaplain: Bible Study	Individual Contacts			
1500-1530	Individual Contacts					Individual Contacts

4. JAIL BASED COMPETENCY TREATMENT STAFFING MODEL:

Number of Beds	10 Beds
Treatment Team Staffing*	Program Director/ Psychologist* – 1.0 Psychiatrist – 0.3 Mental Health Clinician – 1.0 Competency Trainer – 1.0 Administrative Assistant – 0.5
Custodial Staff*	Deputy Sheriff - Custodial – 2.0 Deputy Sheriff – Sr. Deputy – 1.0 FAB Accounting Support – 0.02
<i>*Number of positions reflect full-time equivalent (FTE) values</i>	