



## Monterey County Board of Supervisors

### Board Order

168 West Alisal Street,  
1st Floor  
Salinas, CA 93901  
831.755.5066

[www.co.monterey.ca.us](http://www.co.monterey.ca.us)

A motion was made by Supervisor John M. Phillips, seconded by Supervisor Chris Lopez to:

**Agreement No. A-13814 ; Amendment No. 3**

Authorize the Contracts/Purchasing Officer to execute Amendment No. 3 to the California Forensic Medical Group, Inc. (CFMG dba Wellpath) Professional Services Agreement A-13814, to extend the provision of medical, mental health, and dental care at the Monterey County Jail through December 31, 2025, for a new total aggregate amount of \$44,349,032.

b. Authorize the Contracts/Purchasing Officer to sign up to two (2) future amendments to this agreement where the total amendments do not significantly change the scope of work and do not cause an increase of more than ten percent 10% (\$1,518,030.90) of the third-year annual contract amount of \$15,180,309.00.

PASSED AND ADOPTED on this 22<sup>nd</sup> day of November 2022, by roll call vote:

AYES: Supervisors Alejo, Phillips, Lopez, Askew, and Adams

NOES: None

ABSENT: None

(Government Code 54953)

I, Valerie Ralph, Clerk of the Board of Supervisors of the County of Monterey, State of California, hereby certify that the foregoing is a true copy of an original order of said Board of Supervisors duly made and entered in the minutes thereof of Minute Book 82 for the meeting November 22, 2022.

Dated: November 23, 2022

File ID: 22-1076

Agenda Item No.: 16

Valerie Ralph, Clerk of the Board of Supervisors  
County of Monterey, State of California

Emmanuel H. Santos, Deputy

**AMENDMENT NO. 3 TO AGREEMENT A-13814 BETWEEN THE COUNTY OF MONTEREY AND CALIFORNIA FORENSIC MEDICAL GROUP, INC.**

**THIS AMENDMENT (“Amendment No. 3”)** is made to the PROFESSIONAL SERVICES AGREEMENT for medical and mental health care at its Monterey County Jail Adult Detention facilities by and between **CALIFORNIA FORENSIC MEDICAL GROUP, INC.** (hereinafter “Contractor”) and the **COUNTY OF MONTEREY**, a political subdivision of the State of California (hereinafter “County”).

**WHEREAS**, the County and Contractor originally entered into this Agreement on January 16, 2018 by board action A-13814 and Resolution No. 17-526 and a term date ending on December 31, 2021; and

**WHEREAS**, the County and Contractor amended the Agreement with Amendment No. 1, by adding \$2,177,286 for the Jail Based Competency Treatment Program (JBCT); and

**WHEREAS**, the County and Contractor further amended the Agreement with Amendment No. 2, by extending the Agreement by one (1) year and six (6) months and adding a total of \$2,319,667 for JBCT; and

**WHEREAS**, additional time is necessary to allow Contractor to continue to provide the services required by the County; and

**WHEREAS**, the County and Contractor wish to further amend the Agreement by extending the Agreement term for three (3) additional years until December 31, 2025, with the possibility of two (2) one-year renewals, and increasing the Agreement to the amounts set forth in Section 4.1.

**NOW THEREFORE**, the County and Contractor hereby agree to amend the Agreement in the following manner:

- Section 3.0 “TERM OF AGREEMENT,”** shall be amended by changing the through date to December 31, 2025, unless sooner terminated pursuant to the terms of the Agreement. Contractor may earn the possibility of two, one (1) year extensions according to the terms of the renewal provisions of the Agreement.
- Exhibit F (Staffing Matrix) to the original Agreement A-13814 will be replaced by Exhibit F-1.
- “COMPENSATION AND PAYMENTS” Section 4.1** shall be amended by reflecting the pricing and time period covered as follows:

Time Period	Medical-Mental Health-Dental	Time Period	JBCT
1/1/2023-12/31/2023	\$14,035,049	1/1/2023-6/30/2023	\$537,223
1/1/2024-12/31/2024	\$14,596,451		
1/1/2025-12/31/2025	\$15,180,309		

California Forensic Medical Group, Inc

Term: 01/01/2018 to 12/31/2025

**AMENDMENT NO. 3 TO AGREEMENT A-13814 BETWEEN THE COUNTY OF MONTEREY AND CALIFORNIA FORENSIC MEDICAL GROUP, INC.**

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4. **“EMERGENCY SITUATIONS” Section 14.1** shall be amended to update the Emergency Contact Person’s name and telephone number:

Emergency Contact Person’s Name: Heather Barry, Regional Vice President  
Emergency Contact’s Phone Number: 206-419-9296

5. **Section 16.0 “MATERIAL BREACH, TERMINATION, PERFORMANCE SECURITY, AND DEFAULT,”** shall be amended to read as follows:

16.1.8 Contractor shall apply for National Commission on Correctional Health Care (NCCHC) Accreditation within nine (9) months of this Amendment being signed and approved by the Monterey County Board of Supervisors. For every month that requirement is missed, Contractor shall pay the County \$20,000 a month until the application is submitted. Contractor shall help the County obtain full NCCHC Accreditation within 18 months of this Amendment being signed and approved by the Monterey County Board of Supervisors. For every month that requirement is missed, except in instances where NCCHC fails to perform a survey or process an application after a successful survey, Contractor shall pay the County \$20,000 a month until full Accreditation is achieved.

6. **Section 18.0 “QUALITY ASSURANCE,”** shall be amended to add the following:

18.8 Contractor shall provide a monthly report to County which identifies the number of unfilled staffing hours during the preceding month. For any month in which there are more than 40 unfilled staffing hours for non-salaried or hourly positions enumerated in Exhibit F-1, Contractor shall provide a credit on the next monthly invoice for all hours that exceed those 40 hours. The credit shall be determined by the amount of the salary of all positions with unfilled hours for each position during the preceding month that has been vacant for more than 40 hours and reimbursed only for the hours that exceed that amount. In addition, should a salaried/exempt position enumerated in Exhibit F-1 be vacant for more than 60 days, Contractor shall pay County \$12,500 for each unfilled position every 30 days until such position(s) are filled.

The salaried/exempt positions are:

- Health Services Administrator
- Director of Nursing
- Medical Director
- Compliance Coordinator
- Psychiatrist
- JBCT program director
- Dentist
- Mental Health Coordinator

All other positions listed in Exhibit F-1 are considered non-salaried or hourly.

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California Forensic Medical Group, Inc

Term: 01/01/2018 to 12/31/2025

**AMENDMENT NO. 3 TO AGREEMENT A-13814 BETWEEN THE COUNTY OF  
MONTEREY AND CALIFORNIA FORENSIC MEDICAL GROUP, INC.**

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Sick call requests from inmates (whether received via written note, or by electronic means) must be triaged within 24 hours. Should there be more than 15 instances per month in which a sick call request was not triaged within 24 hours, Contractor shall pay County \$10,000 for each month there are 15 or more instances where Contractor fails to triage a sick call request within 24 hours.

7. Except as provided herein, all remaining terms, conditions and provisions of the original Agreement, including all Exhibits thereto, remain unchanged and unaffected by this Amendment and shall continue in full force and effect as set forth in the Agreement.
8. This Amendment No. 3, including Exhibit F-1, shall be attached to the original Agreement executed by the County on January 16, 2018 and incorporated therein as if fully set forth in the Agreement.

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California Forensic Medical Group, Inc

Term: 01/01/2018 to 12/31/2025

### AMENDMENT NO. 3 TO AGREEMENT A-13814 BETWEEN THE COUNTY OF MONTEREY AND CALIFORNIA FORENSIC MEDICAL GROUP, INC.

IN WITNESS WHEREOF, the parties have executed this AMENDMENT on the day and year written below.

MONTEREY COUNTY

DocuSigned by:  
Debra R. Wilson  
78741937AA0D41B...

Contracts/Purchasing Officer

Dated: 12/19/2022 | 8:52 AM PST

*Approved as to Fiscal Provisions:*

DocuSigned by:  
Jennifer Forsyth  
4E7E057875454AE...

Deputy Auditor/Controller

Dated: 12/19/2022 | 8:51 AM PST

*Approved as to Liability Provisions:*

Risk Management

Dated:

*Approved as to Form:*

DocuSigned by:  
Susan K Blitch  
59C53228975B42A...

Chief Assistant County Counsel

Dated: 12/16/2022 | 8:16 AM PST

CALIFORNIA FORENSIC MEDICAL GROUP, INC.

DocuSigned by:  
[Signature]  
By: 043819E7A628439...

Signature of Chair, President, or Vice-President

Dr. Grady Judson Bazzel President

Printed Name and Title

Dated: 12/8/2022

DocuSigned by:  
Richard Medrano, MD  
By: 68069C297D9848B...  
(Signature of Secretary, Asst. Secretary, CFO, Treasurer or Asst. Treasurer)\*

Richard Medrano, MD Vice President & Secretary

Printed Name and Title

Dated: 12/8/2022

\*INSTRUCTIONS: If Contractor is a corporation, including limited liability and non-profit corporations, the full legal name of the corporation shall be set forth above together with the signatures of two specified officers. If CONTRACTOR is a partnership, the name of the partnership shall be set forth above together with the signature of a partner who has authority to execute this Agreement on behalf of the partnership. If CONTRACTOR is contracting in an individual capacity, the individual shall set forth the name of the business, if any, and shall personally sign the Agreement.

California Forensic Medical Group, Inc

Term: 01/01/2018 to 12/31/2025

**EXHIBIT F-1**

TITLE	MON	TUE	WED	THU	FRI	SAT	SUN	WEEK	FTEs
<b>Days</b>									
H.S.A.	8	8	8	8	8			40	1.000
DON	8	8	8	8	8			40	1.000
Medical Director/Physician	8	8	8	8	8			40	1.000
Implementation Specialist	8	8	8	8	8			40	1.000
Dental Assistant		8	8	8	8			32	0.800
MRC/AA	8	8	8	8	8			40	1.000
Clerk	8	8	8	8	8			40	1.000
FNP/PA	10	20	20	20	10			80	2.000
RN	36	36	36	36	36	36	36	252	6.300
LVN	36	36	36	36	36	36	36	252	6.300
C.N.A./MA	24	36	36	36	36	36	24	228	5.700
Psychiatrist	8	8	8	8	8			40	1.000
Mental Health Professional	20	20	8	32	32	24	12	148	3.700
Program Director/Psychologist - JBCT	8	8	8	8	8			40	1.000
Administrative Assistant (JBCT)	8	8	8	8	8			40	1.000
MHC (JBCT)	8	8	8	8	8			40	1.000
Competency Trainer (JBCT)	8	8	8	8	8			40	1.000
Psychiatrist (JBCT)	8			4				12	0.300
Dentist		8	8	8				24	0.600
Dental Hygienist		4						4	0.100
Mental Health Coordinator	10	10	10				10	40	1.000
Psych Tech - Tele	8	8		8	8			32	0.800
Psych Tech		8	8	8	8	8	8	48	1.200
Discharge Planner	8	8	8	8	8			40	1.000
<i>Subtotal</i>								<i>1632</i>	<i>40.800</i>
<b>Nights</b>									
RN	36	36	36	36	36	36	36	252	6.300
LVN	24	24	24	24	24	24	24	168	4.200
C.N.A./MA	12	12	12	12	12	12	12	84	2.100
<i>Subtotal</i>								<i>504</i>	<i>12.600</i>
<b>TOTAL</b>								<b>2,136</b>	<b>53.400</b>

California Forensic Medical Group, Inc

Term: 01/01/2018 to 12/31/2025



# Monterey County Board of Supervisors

168 West Alisal Street,  
1st Floor  
Salinas, CA 93901  
831.755.5066  
www.co.monterey.ca.us

## Board Order

A motion was made by Supervisor Mary L. Adams, seconded by Supervisor Chris Lopez to:

### Agreement No. A-13814; Amendment No. 2

a. Approve and Authorize the Contracts/Purchasing Officer or Contracts/Purchasing Supervisor to sign Amendment 2 to the California Forensic Medical Group, Inc.(CFMG) Professional Services Agreement A-13814 for the Jail Based Competency Treatment (JBCT) program, in the amount of \$2,319,666 for a term retroactive to July 1, 2021 through June 30, 2023. This amendment provides for the extra contracted medical care for the Sheriff's Office and Department of State Hospitals Jail Based Competency Treatment program whose cost will be absorbed through the Sheriff's JBCT contract with the Department of State Hospitals.

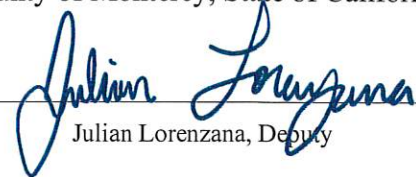
PASSED AND ADOPTED on this 28<sup>th</sup> day of September 2021, by roll call vote:

AYES: Supervisors Alejo, Phillips, Lopez, Askew and Adams  
NOES: None  
ABSENT: None  
(Government Code 54953)

I, Valerie Ralph, Clerk of the Board of Supervisors of the County of Monterey, State of California, hereby certify that the foregoing is a true copy of an original order of said Board of Supervisors duly made and entered in the minutes thereof of Minute Book 82 for the meeting September 28, 2021.

Dated: October 1, 2021  
File ID: 21-798  
Agenda Item No.: 29

Valerie Ralph, Clerk of the Board of Supervisors  
County of Monterey, State of California

  
Julian Lorenzana, Deputy

**AMENDMENT 2 TO AGREEMENT A-13814 BETWEEN THE  
COUNTY OF MONTEREY & CALIFORNIA FORENSIC MEDICAL GROUP, INC.**

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**THIS AMENDMENT (“Amendment 2”)** is made to the PROFESSIONAL SERVICES AGREEMENT for medical and mental health care at its Monterey County Jail Adult Detention facilities by and between **CALIFORNIA FORENSIC MEDICAL GROUP, INC.**, hereinafter "Contractor," and the County of Monterey, a political subdivision of the State of California, hereinafter referred to as "County."

**WHEREAS**, the County and Contractor originally entered into this Agreement on January 16, 2018 by board action A-13814 & Resolution# 17-526 and a term date ending on December 31, 2021; and

**WHEREAS**, the County and Contractor amended the AGREEMENT with amendment 1, by adding \$2,177,286.00 for the Jail Based Competency Treatment Program (JBCT); and

**WHEREAS**, the County and Contractor wish to further amend the AGREEMENT by extending the Agreement by one (1) year and six (6) months and adding a total of \$2,319,667.00 for JBCT; and

**NOW THEREFORE**, the County and CONTRACTOR hereby agree to amend the AGREEMENT in the following manner:

1. **Section 2.7 “FUNDING AVAILABILITY,”** shall be amended by removing section 2.7.2 to read as follows: “It is mutually agreed that if the County budget of the current year and/or any subsequent years covered under this Contract does not appropriate sufficient funds for the Jail Based Competency Treatment (JBCT) Program services (as enumerated in Exhibit J, Exhibit J-1 and Exhibit J-2), than Amendment #2 of this agreement to the Contract shall be of no further force and effect. In this event, the County shall have no liability to pay any funds whatsoever to Contractor for JBCT Program services pursuant to Section 4.7 and Exhibits J, J-1, and J-2 of the Contract, and Contractor shall not be obligated to perform any JBCT Program services pursuant to Exhibits J, J-1, and J-2 of the Contract. Contractor’s assumption of risk of possible non-appropriation is part of the consideration for Amendment #2 to the Contract. County budget decisions are subject to the discretion of the Board of Supervisors. If funding for any fiscal year is reduced or deleted by the County budget for purposes of the JBCT program, the County shall have the option to either cancel Amendment#2 to the Contract with no liability occurring to the County or offer an amendment to Contractor to reflect the reduced amount.
2. **Section 3.0 “TERM OF AGREEMENT,”** shall be amended by changing the through date to June 30, 2023, (Term of Agreement is January 1, 2018 through June 30, 2023, one (1) year and six (6) months added for JBCT to be in line with DSH agreement).
3. **Section 4.7** (per Amendment 2) is amended as follows: Exhibits H, H-1 and H-2 are hereby removed and replaced with Exhibits J, J-1 and J-2 respectively, attached hereto.
4. Except as provided herein, all remaining terms, conditions and provisions of the Agreement are unchanged and unaffected by this Amendment and shall continue in full force and effect as set

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California Forensic Medical Group, Inc.



**AMENDMENT 2 TO AGREEMENT A-13814 BETWEEN THE  
COUNTY OF MONTEREY & CALIFORNIA FORENSIC MEDICAL GROUP, INC.**

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forth in the Agreement.

5. A copy of the Amendment shall be attached to the original Agreement executed by the County on January 16, 2018.

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**IN WITNESS WHEREOF**, the parties have executed this AMENDMENT on the day and year written below.

MONTEREY COUNTY

California Forensic Medical Group, Inc.

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California Forensic Medical Group, Inc.

Term: 01/01/2018 to 06/30/2023

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**AMENDMENT 2 TO AGREEMENT A-13814 BETWEEN THE  
COUNTY OF MONTEREY & CALIFORNIA FORENSIC MEDICAL GROUP, INC.**

DocuSigned by:  
Debra R. Wilson  
7B741937AA8D41B...  
Contracts/Purchasing Officer

Dated: 10/1/2021 | 11:40 AM PDT

*Approved as to Fiscal Provisions:*

DocuSigned by:  
Gary Giboney  
D3834BFEC1D8449...  
Deputy Auditor/Controller

Dated: 9/14/2021 | 3:34 PM PDT

*Approved as to Liability Provisions:*


Risk Management

Dated:

*Approved as to Form:*


DocuSigned by:  
Im Grant  
454AC3465FD4490...  
Deputy County Counsel

Dated: 9/14/2021 | 3:32 PM PDT

By:   
Signature of Chair, President, or  
Vice-President

Raymond Herr, MD, President  
Printed Name and Title

Dated: 9-8-2021

By:   
(Signature of Secretary, Asst. Secretary, CFO,  
Treasurer or Asst. Treasurer)\*

Judd Bazzel, Treasurer  
Printed Name and Title

Dated: 9-8-2021

\*INSTRUCTIONS: If CONTRACTOR is a corporation, including limited liability and non-profit corporations, the full legal name of the corporation shall be set forth above together with the signatures of two specified officers. If CONTRACTOR is a partnership, the name of the partnership shall be set forth above together with the signature of a partner who has authority to execute this Agreement on behalf of the partnership. If CONTRACTOR is contracting in an individual capacity, the individual shall set forth the name of the business, if any, and shall personally sign the Agreement.

California Forensic Medical Group, Inc.

Term: 01/01/2018 to 06/30/2023

## EXHIBIT J

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### A. SCOPE OF WORK

**In addition to services previously outlined in Exhibits A-G the following applies:**

California Forensic Medical Group's (CFMG) program structure for Restoration to Competency Services for the Monterey County Felony IST inmates is designed to provide intensive restorative treatment, using vigorous and targeted interventions which focus on: Objective competency assessment upon admission; aggressive medication and management of symptoms; management of the mental disorder; Individualized treatment plan addressing areas of therapeutic intervention; Multi-modal, experiential and remedial training modules; Assessment of Competency using evidence-based tools; and reporting deliverables to the court. CFMG goal is to improve the level of cognitive functioning of those inmates whose return to court is hindered by an inability to comprehend basic legal proceedings and an inability to assist in their own defense. CFMG believes that implementing a jail-based 1370 Felony Restoration to Competency program in Monterey County will be beneficial in the following ways:

#### Benefits to the inmate

- Significantly reduces delays in treatment
- More prompt provision of due process
- Continuity of medical, behavioral health, and milieu care in the jail (in the context of competency)
- Continuity of social support due to proximity to family and friends

#### Benefits to the County

- Convenience due to program in one location.
- Savings from reduced cost for transportation, reduced cost from long waits for hospital beds, reduced cost from increase length of State admission time and length of stay.
- Reduced strain in managing behavioral outbursts due to virtually no admission delays.

CFMG hands-on Forensic Treatment Team experts have designed an evidence-based program tailored specifically to the Monterey County Felony IST inmates. CFMG 1370 Felony model has been shown to have a 94% restoration rate and an average restoration time of 30 to less than 90 days. Their experts will be responsible for implementing, managing and monitoring this jail-based 1370 Felony program.

Staffing Description. The treatment team staffing requirements are based on the number of available beds open for referral of 1370 Felony inmates at any given point to the program. CFMG 1370 Felony program is designed for a "milieu" (group) setting model. The number of hours for each position is determined based on the baseline number of practitioner hours required to intensively treat 0-10 1370 Felony inmates. All staff will be local, appropriately licensed, experienced and/or trained, and will be expected to provide services according to assigned hours on-site at the jail location. Each practitioner has a role, responsibility and function as part of the team.

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California Forensic Medical Group, Inc.

Term: 01/01/2018 to 06/30/2023

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## EXHIBIT J

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Program Description. CFMG jail-based 1370 Felony program is a treatment intensive, milieu-based model that quickly facilitates competency through intensive medication treatment, group and individual therapy. After an inmate has been found incompetent to stand trial, he will be referred to participate in the CFMG 1370 Felony program. For each inmate the county wishes to refer to this program:

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

The committing county's felony IST referrals are managed by the DSH Patient Management Unit (PMU), the PMU shall coordinate with the committing court and provide all required documents to CFMG.

The following information will be requested for a preliminary evaluation prior to admission into the CFMG 1370 Felony Program:

1. Arrest report
2. Competency Evaluation (Independent)
3. Court Order to Restoration to Competency Program
4. History of any assaultive behaviors (before and after incarceration)
5. A summary of charges and classification
6. Past treatment records: medical and behavioral health history
7. Past and present medications
8. Other relevant information

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

Should CFMG determine, based on clinical or custodial considerations, that a felony IST referral is not suitable for admission into the Jail Based Competency Treatment (JBCT) program, CFMG shall inform the DSH Contract Manager and the PMU immediately in writing or by phone.

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

- i. Upon admission, CFMG shall assess each male 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, CFMG shall review and agree upon new male Patient Inmates being forwarded for admission and/or retention into the JBCT program, which may contraindicate fast-track jail treatment.
- ii. Should CFMG determine, based on clinical considerations or other factors, that a male Patient Inmate admitted into the JBCT program is no longer clinically suitable for participation in the program, CFMG shall contact the DSH Contract Manager to discuss treatment options. CFMG 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.

## EXHIBIT J

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- iii. Should CFMG and the DSH determine a male Patient Inmate should be removed from the JBCT program, CFMG shall continue to provide treatment until arrangements are made to admit the male Patient Inmate to a state hospital. Within seven days of making this determination, CFMG 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 Re-Assessments;
  - 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.

This program allows for "Restoration to Competency Inmates" to be housed as classified, unless otherwise indicated based on the inmate's history of assaultive behaviors and/or current acuity of symptoms (i.e. severe psychosis or severe impulsivity). Upon admission to the program or unit, the inmate will be given a thorough psychological and competency workup by the Forensic Psychologist.

### **D. Psychological Assessment Protocol**

CFMG shall administer a battery of individualized psychological assessments and testing upon admission and develop a Restoration Plan. Standardized and semi-structured psychological tests shall be utilized to complete a preliminary assessment of the male 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 and listed in the patient's treatment plan and will be aggressively targeted throughout the patient's treatment course. These assessments include, but are not limited to:

- 1) Clinical Interview. The psychologist shall obtain information pertaining to the male 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); Structured Interview of Reported Symptoms -2nd Edition (SIRS- 2), Test of Memory Malingering (TOMM); Test of Malingering

## EXHIBIT J

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- Incompetency (TOMI); Georgia Atypical Presentation (GAP), Structured Inventory of Malingered Symptoms (SIMS), Inventory of Legal Knowledge (ILK);
- 3) Assessment of Trial Competence. Evaluation of Competency to Stand Trial- Revised (ECST-R), the MacArthur Competence Tool – Criminal Adjudication (MacCAT-CA), and/or the Competence Assessment for Standing Trial for Defendants with Mental Retardation (CAST-MR); Georgia Court Competency Test (GCCT), Competency Assessment Instrument-H (CAI-H), Competency Screening Test (CST), Fitness Interview Test (FIT), MacArthur Structured Assessment of Competence- Criminal Defendants (MacSAC-CD), Computer Assisted Determination of Competency to Proceed (CADCOMP);
  - 4) Severity of Psychiatric Symptoms. Brief Psychiatric Rating Scale (BPRS);
  - 5) Psychological testing using standardized psychological tests; further personality testing using the Psychological Assessment Inventory (PAI); and neuropsychiatric screening for Traumatic Brain Injuries, Dementia, or other Cognitive Deficits, if indicated. Possible tools that may be used: Mini-Cog, Repeatable Battery for the Assessment of Neuropsychological Status (RBANS); Wide Range Achievement Test-4 (WRAT-4).
- i. CFMG 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 Malingered (TOMM)*;
  - 3) *Georgia Atypical Presentation (GAP)*;
  - 4) *Structured Inventory of Malingered Symptomatology (SIMS)*; or
  - 5) *Inventory of Legal Knowledge (ILK)*.
- ii. CFMG may administer further cognitive assessments based on the specific cognitive deficit identified during the preliminary assessment. If the screening instruments conducted 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)*.
- iii. CFMG 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)*.
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## EXHIBIT J

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- iv. CFMG shall conduct follow-up assessments of the male 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)*; or
- 2) *Revised Competency Assessment Instrument (R-CAI)*; or
- 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. CFMG 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 male Patient Inmate's treatment. CFMG shall use current standardized competency assessment tools, such as the MacArthur Competency Assessment Tool, after considering the totality of clinical and forensic circumstances.
- ii. CFMG shall provide an individualized restoration program according to the treatment approach subscribed to by the individual treatment teams and indicated by the male Patient Inmate's psychiatric condition, level of functioning, and legal context.
- iii. CFMG shall tailor individualized treatment regimens to the male 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. CFMG shall conduct case conferences weekly or as needed to re-assess male 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. Medication Administration and Consent**

- i. CFMG 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. CFMG 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 male Patient Inmate to the JBCT program and the treating psychiatrist determines that psychotropic medication has become medically necessary and appropriate, CFMG

## EXHIBIT J

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shall request that the court make an order for the administration of involuntary psychotropic medication.

- iv. CFMG shall administer involuntary psychotropic medication when medically necessary and appropriate, upon the issuance of the court order.

**Milieu Treatment.** The ability to house IST inmates in a milieu or group setting is key in facilitating their recovery. The sense of relatedness that can be created in a dorm or group setting satisfies an important psychological need and can promote intrinsic motivation and task engagement. CFMG Mental Health Clinician will facilitate use of the unit milieu and conduct daily community and group programming. Inmate Socialization Programs will be delivered in the unit to enhance the milieu, develop socialization skills, encourage peer interactions and group exercise. These sessions will provide a safe, supervised setting for social interactions so inmates can learn skills to succeed in the community or open public settings, such as the courtroom. For some inmates, these interactions diminish the desire to isolate and can help them develop coping skills, improve their communication and cooperation with other inmates or custody staff.

Once an inmate has demonstrated improved behavior and mental status through being programmed and stabilized on psychotropic medications, CFMG Competency Trainer will work with the inmate utilizing cognitive remedial techniques and other exercises to train and educate the inmate on mainstays of the court process. The Trainer will assist the inmate to better able to learn his charges and other legal information through individual or group sessions.

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

- i. CFMG shall provide educational materials presented in multiple learning formats by multiple staff to each male 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. CFMG 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;

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California Forensic Medical Group, Inc.



## EXHIBIT J

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- 11) Probation and Parole; and
  - 12) Individualized instruction as needed.
- iii. CFMG shall provide additional learning experience through increased lecture time, as well as individual instruction to male 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.

Simultaneously, a counselor meets 2x weekly with the 1370 Felony patient for 1 hour each session. These sessions are focused on developing coping or other therapeutic techniques that may benefit the patient throughout the restoration and court process. To further reinforce the court process, mock trials are facilitated by the Competency Trainer and conducted involving the treatment team. The patient is periodically reassessed by the treatment team for progress towards restoration. Progress of the interventions are measured, and a decision is made to either incorporate further treatment elements or slightly modify the patient's plan. On a weekly basis, the treatment team meets to review progress of patients admitted within their thirty days. They are subsequently reviewed every 14 days thereafter and when the patient is considered to be restored and discharged.

This 1370 Felony model has been proven to have a 94% restoration rate. The course of restoration utilizing this program will average from 30 to less than 90 days with a maximum of 120 days on rare occasions. The goal for this program is to have an average restoration rate of 90-95% in no more than 60-70 days. The treatment team will provide the Court 30, 60 and 90- day summary reports of the inmate's progress and/ or a recommendation for restorability as collaboratively determined by the treatment team and as written and certified by the Forensic Psychiatrist.

Inmates who have been restored to fitness will be returned to their originating County, which should continue the medication treatment as prescribed without disruption. For County of Monterey inmates, they will be designated as 1370 Felony maintenance inmates and will be managed by CFMG treatment team through the regular jail medical and behavioral health contract. Medication administration will be the responsibility of CFMG and will also be managed through the regular jail medical and behavioral health contract. With having all medical and behavioral health programs under CFMG purview, management of 1370 Felony patients from their treatment to their restoration process, will be seamless. If they are committed from another County they will be returned to their committing county. CFMG shall be responsible for coordinating with the committing counties' behavioral health programs for the continued mental health care, crisis intervention, ongoing counseling and care, and psychotropic medication compliance for the male Patient Inmates restored to competence and transferred from the JBCT program.

### **H. Suicide Prevention/Adverse Events**

CFMG shall develop a suicide prevention program and assessment procedures that shall include an adverse sentinel event review process. CFMG shall submit written suicide

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California Forensic Medical Group, Inc.

## EXHIBIT J

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prevention procedures to the DSH Contract Manager for approval prior to activation of the JBCT program and annually thereafter.

### B. CONFIDENTIALITY OF DATA AND DOCUMENTS:

- A. CFMG shall not disclose data or documents or disseminate the contents of the final or any preliminary report without written permission of the DSH Contract Manager, or Court order. However, all public entities shall comply with California Public Records Act (Government Code sections 6250 et seq.).
- B. Permission to disclose information or documents on one occasion shall not authorize CFMG to further disclose such information or documents on any other occasion except as otherwise provided in the Agreement or required by law.
- C. CFMG shall not comment publicly to the press, or any other media, regarding the data or documents generated, collected, or produced in connection with this Agreement, or the DSH's actions on the same, except to the DSH's staff, CFMG's own personnel involved in the performance of this Agreement, or as required by law.
- D. If requested by the DSH, CFMG shall require each of its employees or officers who will be involved in the performance of this Agreement to agree to the above terms in a form to be approved by the DSH and shall supply the DSH with evidence thereof.
- E. Each subcontract shall contain the foregoing provisions related to the confidentiality of data and nondisclosure.
- F. After any data or documents submitted has become a part of the public records of the DSH, CFMG may at its own expense and upon written approval by the DSH Contract Manager, publish or utilize the same data or documents but shall include the following Notice:

### LEGAL NOTICE

*This report was prepared as an account of work sponsored by the Department of State Hospitals (Department) but does not necessarily represent the views of the Department or any of its employees except to the extent, if any, that it has formally been approved by the Department. For information regarding any such action, communicate directly with the Department at P.O. Box 952050, Sacramento, California, 94252-2050. Neither said Department nor the State of California, nor any officer or employee thereof, or any of its contractors or subcontractors makes any warranty, expressed or implied, or assumes any legal liability whatsoever for the contents of this document. Nor does any party represent that use of the data contained herein, would not infringe upon privately owned rights without obtaining permission or authorization from any party who has any rights in connection with the data.*

## EXHIBIT J

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### C. REPORTS – Prepare and Distribute Reports as Requested by the DSH

#### A. Data Deliverables

The DSH shall provide a standardized data collection template. CFMG 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:

## EXHIBIT J

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

California Forensic Medical Group, Inc.

Term: 01/01/2018 to 06/30/2023

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## EXHIBIT J

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- i. CFMG shall submit daily census reports to the DSH upon the first male Patient Inmate admission, unless otherwise requested by the DSH.
- ii. CFMG 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.

### B. Reporting Requirements

- i. CFMG 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 male 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 male Patient Inmate and its effects and side effects, including effects on the male Patient Inmate's appearance or behavior that would affect the male 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. CFMG 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. CFMG shall file a certificate of restoration with the court that made the commitment when the Program Director or their designee determines that the male Patient Inmate has regained trial competence.

### D. STAFFING AND COMPENSATION

The Consultant providing the staffing shall be compensated for the services provided under this Agreement as provided in Exhibit J-1 attached hereto.

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California Forensic Medical Group, Inc.

Term: 01/01/2018 to 06/30/2023

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## EXHIBIT J-1

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### PAYMENT PROVISIONS

#### A.1 COMPENSATION/ PAYMENT

Contractor shall be paid in accordance with chart below and Exhibit B (CFMG Base Compensation/Nurse Intake – also listed below).

JBCT bed rates are as follows:

Fiscal year 21-22	\$298.43 per bed (max 10 beds per day)
Fiscal year 22-23	\$306.45 per bed (max 11 beds per day)

JBCT per diem rate upon the first Patient Inmate admission FY 21-22 (\$2,984.30 per month), regardless of the number of male Patient Inmates admitted.

Beginning 90 days from the first Patient Inmate admission, if, over the course of each quarter period during the term of this Agreement, a 90 percent occupancy rate is not maintained, the Monterey County Sheriff's Office and Contractor shall execute an amendment to this Agreement upon jointly developing a plan to reduce the minimum number of beds provided and the budget amount accordingly. This provision shall correspond to the standard quarter periods commencing annually on July 1.

Jail Based Competency Treatment program (JBCT)	Cost per bed	Daily cost not to exceed	Monthly cost not to exceed	Annual Cost not to exceed
JBCT July 1, 2021 - June 30, 2022	\$298.43	\$2,984.30	\$92,513.30	\$1,089,269.50
JBCT July 1, 2022 - June 30, 2023	\$306.45	\$3,370.95	\$104,499.45	\$1,230,396.75

No travel, meals, incidentals, tolls, parking or other expense shall be reimbursed for JBCT.

CONTRACTOR warrants that the cost charged for services under the terms of this contract are not in excess of those charged any other client for the same services performed by the same individuals.

## EXHIBIT J-1

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### A.2 CONTRACTORS BILLING PROCEDURES

Invoicing may occur at any time of the month or year, following completion of an examination and receipt of a report. It is preferable to submit invoices and statements electronically to the County's invoice tracking system at:

[MCSOSheriff.Fiscal@co.monterey.ca.us](mailto:MCSOSheriff.Fiscal@co.monterey.ca.us)

If CONTRACTOR lacks the ability to use this system, hard copy invoices will be accepted via mail addressed to the following location:

Monterey County Sheriff/Coroner's Office  
Attention: Fiscal Unit Accounts Payable (JBCT)  
1414 Natividad Road  
Salinas, CA 93906

All invoices for services provided in June of any year should be submitted by July 15<sup>th</sup> of that year to facilitate the County's year end close.

**Copy of invoice to be used is attached as Exhibit J-2.** Please modify accordingly, adding your name and logo.

County may, in its sole discretion, terminate the contract or withhold payments claimed by CONTRACTOR for services rendered if CONTRACTOR fails to satisfactorily comply with any term or condition of this Agreement.

No payments in advance or in anticipation of services or supplies to be provided under this Agreement shall be made by County.

County shall not pay any claims for payment for services submitted more than twelve (12) months after the calendar month in which the services were completed.

**DISALLOWED COSTS:** CONTRACTOR is responsible for any audit exceptions or disallowed costs incurred by its own organization or that of its subcontractors.

*-- end of Exhibit J-1--*

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California Forensic Medical Group, Inc.

Term: 01/01/2018 to 06/30/2023

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## EXHIBIT J-2

### EXHIBIT J-2

[Insert Contractor's Department company logo/address]

# INVOICE

Monterey County Sheriff's Office  
 Attn: Accounting Office (JBCT)  
 1414 Natividad Road  
 Salinas, CA 93906

DATE	INVOICE #

PERIOD OF SERVICE
[insert date range of month being invoiced]

Fiscal Year 21-22

10-Bed				
Per Diem Rate*		Days in Treatment		Total for [insert month being invoiced]
\$2,984.30	X	[Insert number of days in the month being invoiced]	=	\$ _____

*\*Per Diem Rate of \$298.43 Per Bed*

Fiscal Year 22-23

11-Bed				
Per Diem Rate*		Days in Treatment		Total for [insert month being invoiced]
\$3,370.95	X	[Insert number of days in the month being invoiced]	=	\$ _____

*\*Per Diem Rate of \$306.45 Per Bed*

<b>Invoice Total for [insert month being invoiced]:</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]

-- end of Exhibit J-2--

California Forensic Medical Group, Inc.

Term: 01/01/2018 to 06/30/2023





## Monterey County Board of Supervisors

168 West Alisal Street,  
1st Floor  
Salinas, CA 93901  
831.755.5066

### Board Order

A motion was made by Supervisor Luis A. Alejo, seconded by Supervisor Jane Parker to:

**Agreement No.: A-14494**

a. Approve and Authorize the Contracts/Purchasing Officer or Contracts/Purchasing Supervisor to sign a two (2) year agreement between the Sheriff's Office and the Department of State Hospitals for an amount not to exceed \$3,697,388.00, to host a regional Jail Based Competency Treatment program in the Monterey County Jail retroactive to June 28, 2019 with a term ending June 27, 2021; and

**Agreement No.: A-13814**

b. Approve and Authorize the Contracts/Purchasing Officer or Contracts/Purchasing Supervisor to sign Amendment #1 to the CFMG (A-13814) agreement, in an amount of \$2,177,286.00, for the Jail Based Competency Treatment program, for new not to exceed amount of \$30,430,371.45; and

**Resolution No.: 19-296**

c. Amend the Sheriff's Office Fiscal Year 2019-20 Adopted Budget (001-SHE003-2300-8238-6111) to add two (2) FTE Deputy Sheriff Positions; and

d. Authorize and direct the County Administrative Office to incorporate the position change into the Sheriff's Office FY 2019-20 Adopted Budget; and

e. Authorize and direct the Auditor-Controller to amend the Sheriff's Office FY 2019-20 Adopted Budget to increase appropriations by \$1,525,319.00, including \$892,649.00 in 001-SHE003-2300-8238-6111 and \$632,670.00 in 001-SHE-003-2300-8238-6384 financed by increased revenues of \$1,525,319.00 in 001-SHE003-2300-8238-5870; (4/5 vote required) and

**Resolution No.: 19-297**

f. Approve designating the Monterey County Jail as a facility to provide medically approved medication to defendants found to be mentally incompetent and unable to provide informed consent due to a mental disorder, pursuant to California Penal Code Section 1367 et. seq.

Legistar File ID No. 19-0677 Agenda Item No. 1.1

PASSED AND ADOPTED on this 10<sup>th</sup> day of September 2019, by the following vote, to wit:

AYES: Supervisors Alejo, Phillips, Lopez, Parker and Adams

NOES: None

ABSENT: None

I, Valerie Ralph, Clerk of the Board of Supervisors of the County of Monterey, State of California, hereby certify that the foregoing is a true copy of an original order of said Board of Supervisors duly made and entered in the minutes thereof of Minute Book 82 for the meeting September 10, 2019.

Dated: September 11, 2019

File ID: 19-0677

Agenda Item No.: 1.1

Valerie Ralph, Clerk of the Board of Supervisors  
County of Monterey, State of California

  
Julian Lorenzana, Deputy

Before the Board of Supervisors in and for the  
County of Monterey, State of California

**Resolution No.: 19-296**

Adopt a Resolution to:

- a. Amend the Sheriff's Office Fiscal Year 2019-20 Adopted Budget (001-SHE003-2300-8238-6111) to add two (2) FTE Deputy Sheriff Positions; and
- b. Authorize and direct the County Administrative Office to incorporate the position change into the Sheriff's Office FY 2019-20 Adopted Budget; and
- c. Authorize and direct the Auditor-Controller to amend the Sheriff's Office FY 2019-20 Adopted Budget to increase appropriations by \$1,525,319.00, including \$892,649.00 in 001-SHE003-2300-8238-6111 and \$632,670.00 in 001-SHE-003-2300-8238-6384 financed by increased revenues of \$1,525,319.00 in 001-SHE003-2300-8238-5870; (4/5 vote required)

**WHEREAS**, the Sheriff's Office is requesting to add two (2) FTE Deputy Sheriff positions in the Sheriff's Office Budget Unit, 001-2300-SHE001-8238; as indicated below; and

**NOW, THEREFORE**, the Monterey County Board of Supervisors hereby resolved to approve the following:

- a. Amend the Sheriff's Office Fiscal Year 2019-20 Adopted Budget (001-SHE003-2300-8238-6111) to add two (2) FTE Deputy Sheriff Positions; and

Class Code	Position Title	Increase
36E21	Deputy Sheriff Corrections	2

- b. Authorize and direct the County Administrative Office to incorporate the position change into the Sheriff's Office FY 2019-20 Adopted Budget; and
- c. Authorize and direct the Auditor-Controller to amend the Sheriff's Office FY 2019-20 Adopted Budget to increase appropriations by \$1,525,319.00, including \$892,649.00 in 001-SHE003-2300-8238-6111 and \$632,670.00 in 001-SHE-003-2300-8238-6384 financed by increased revenues of \$1,525,319.00 in 001-SHE003-2300-8238-5870; (4/5 vote required)

**PASSED AND ADOPTED** on this 10<sup>th</sup> day of September 2019, by the following vote, to wit:

**AYES:** Supervisors Alejo, Phillips, Lopez, Parker and Adams

**NOES:** None

**ABSENT:** None

I, Valerie Ralph, Clerk of the Board of Supervisors of the County of Monterey, State of California, hereby certify that the foregoing is a true copy of an original order of said Board of Supervisors duly made and entered in the minutes thereof of Minute Book 82 for the meeting September 10, 2019.

Dated: September 11, 2019

File ID: 19-0677

Agenda Item No.: 1.1

Valerie Ralph, Clerk of the Board of Supervisors  
County of Monterey, State of California

  
Julian Lorzana, Deputy

**Before the Board of Supervisors in and for the  
County of Monterey, State of California**

**Resolution No.: 19-297** )  
Adopts a Resolution to: )  
Designate the Monterey County Jail as a facility to provide medically approved )  
medication to defendants found to be mentally incompetent and unable to provide )  
informed consent due to a mental disorder, pursuant to California Penal Code Section )  
1367 et. seq..... )

**WHEREAS**, Penal Code section 1369.1 permits, upon the concurrence of the County Board of Supervisors, the County Mental Health Director, and the County Sheriff, the designation of a county jail to provide medically approved medication to defendants found to be mentally incompetent and unable to provide informed consent due to a mental disorder pursuant to Penal Code section 1367 et seq.; and,

**WHEREAS**, the Monterey County Sheriff and the Monterey County Mental Health Director concur with said designation; and,

**WHEREAS**, the Monterey County jail may house defendants found to be incompetent to stand trial for up to six months before being able to transfer these defendants to a state mental health institution; and,

**WHEREAS**, the Monterey County jail is initiating a Jail Based Competency Treatment Program in an effort to reduce waiting time for restoration to competency services and allow for more familial support during restoration by having treatment occur within Monterey County; and,

**WHEREAS**, the Monterey County Sheriff strongly desires to house defendants found to be incompetent to stand trial in the most humane manner possible; and,

**WHEREAS**, the interests of the people of Monterey County, the State of California and accused defendants are served by bringing accused defendants to trial; and,

**WHEREAS**, some defendants found to be incompetent to stand trial are highly susceptible to decompensating without appropriate medication; and,

**WHEREAS**, it is common that defendants found to be incompetent to stand trial refuse to take their medication.

**NOW, THEREFORE, BE IT RESOLVED** by the Board of Supervisors in and for the County of Monterey as follows:

The Monterey County Board of Supervisors, the Monterey County Sheriff, and the Monterey County Mental Health Director hereby agree to designate the Monterey County Jail to provide medically approved, legally authorized, medication to defendants found to be mentally incompetent and unable to provide informed consent due to a mental disorder, pursuant to Penal Code section 1367 et seq. dependent on court or other procedures, consistent with *Sell v. United States*, 539 U.S. 166 (2003). Such medications shall be administered by authorized medical personnel only.

Legistar File ID No. 19-0677 Agenda Item No. 1.1

**PASSED AND ADOPTED** on this 10 day of September 2019, by the following vote, to-wit:

**AYES:** Supervisors Alejo, Phillips, Lopez, Parker and Adams

**NOES:** None

**ABSENT:** None

I, Valerie Ralph, Clerk of the Board of Supervisors of the County of Monterey, State of California, hereby certify that the foregoing is a true copy of an original order of said Board of Supervisors duly made and entered in the minutes thereof of Minute Book 82 for the meeting September 10, 2019.

Dated: September 11, 2019

File ID: 19-0677

Agenda Item No.: 1.1

Valerie Ralph, Clerk of the Board of Supervisors  
County of Monterey, State of California

  
Julian Lorenzana, Deputy

**AMENDMENT #1 TO AGREEMENT A-13814 BETWEEN THE  
COUNTY OF MONTEREY & CALIFORNIA FORENSIC MEDICAL GROUP, INC.**

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**THIS AMENDMENT ("Amendment # 1")** is made to the PROFESSIONAL SERVICES AGREEMENT for medical and mental health care at its Monterey County Jail Adult Detention facilities by and between **CALIFORNIA FORENSIC MEDICAL GROUP, INC.**, hereinafter "Contractor," and the County of Monterey, a political subdivision of the State of California, hereinafter referred to as "County."

**WHEREAS**, the County and Contractor originally entered into this Agreement on January 16, 2018 by board action A-13814 & Resolution# 17-526 with a Not to Exceed amount of \$28,253,085.45 and a term date ending on December 31, 2021; and

**WHEREAS**, the County and Contractor wish to increase the AGREEMENT by \$2,177,286.00 for the Jail Based Competency Treatment Program, for a new amount not to exceed sum of \$30,430,371.45.

**NOW THEREFORE**, the County and CONTRACTOR hereby agree to amend the AGREEMENT in the following manner:

1. **Section 2.0 "SCOPE OF SERVICE,"** shall be amended as follows:
2. Section 2.1 shall be replaced by "2.1 The Scope of Work for County Adult Detention is described in Exhibits A and H, attached hereto."
3. **Section 2.7 "FUNDING AVAILABILITY,"** shall be amended by adding 2.7.2 to read as follows: "It is mutually agreed that if the County budget of the current year and/or any subsequent years covered under this Contract does not appropriate sufficient funds for the Jail Based Competency Treatment (JBCT) Program services (as enumerated in Exhibit H, Exhibit H-1 and Exhibit H-2), than Amendment #1 of this agreement to the Contract shall be of no further force and effect. In this event, the County shall have no liability to pay any funds whatsoever to Contractor for JBCT Program services pursuant to Section 4.7 and Exhibits H, H-1, and H-2 of the Contract, and Contractor shall not be obligated to perform any JBCT Program services pursuant to Exhibits H, H-1, and H-2 of the Contract. Contractor's assumption of risk of possible non-appropriation is part of the consideration for Amendment #1 to the Contract. County budget decisions are subject to the discretion of the Board of Supervisors. If funding for any fiscal year is reduced or deleted by the County budget for purposes of the JBCT program, the County shall have the option to either cancel Amendment#1 to the Contract with no liability occurring to the County, or offer an amendment to Contractor to reflect the reduced amount.
4. **Section 4.1 "Under COMPENSATION AND PAYMENTS,"** shall be amended by adding, "The not to exceed amount for the initial term of this AGREEMENT is \$28,253,085.45. Amendment #1 increases the amount of this AGREEMENT by \$2,177,286.00 for a new not to exceed total amount of \$30,430,371.45"; and

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California Forensic Medical Group, Inc.

Amount: \$30,430,371.45

Term: 01/01/2018 to 12/31/2021

**AMENDMENT #1 TO AGREEMENT A-13814 BETWEEN THE  
COUNTY OF MONTEREY & CALIFORNIA FORENSIC MEDICAL GROUP, INC.**

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Section 4.7 is amended by adding, "It is mutually understood and agreed by both parties that CONTRACTOR shall be compensated for JBCT Program services as outlined in Exhibits H, H-1, and H-2 in accordance with the pricing sheet attached hereto as Exhibit H-1".

- 5 Except as provided herein, all remaining terms, conditions and provisions of the Agreement are unchanged and unaffected by this Amendment and shall continue in full force and effect as set forth in the Agreement.
- 6 A copy of the Amendment shall be attached to the original Agreement executed by the County on January 16, 2018.

**THIS SPACE INTENTIONALLY LEFT BLANK**

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California Forensic Medical Group, Inc.

Amount: \$30,430,371.45

Term: 01/01/2018 to 12/31/2021

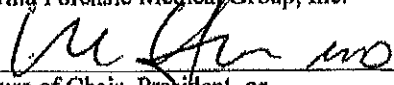
**AMENDMENT #1 TO AGREEMENT A-13814 BETWEEN THE  
COUNTY OF MONTEREY & CALIFORNIA FORENSIC MEDICAL GROUP, INC.**

IN WITNESS WHEREOF, the parties have executed this AMENDMENT on the day and year written below.

MONTEREY COUNTY

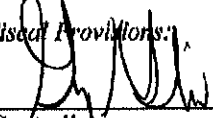
  
\_\_\_\_\_  
Contracts/Purchasing Officer  
*W.C. Skinner  
Deputy Purchasing Agent  
County of Monterey*

California Forensic Medical Group, Inc.

By:   
\_\_\_\_\_  
Signature of Chair, President, or  
Vice-President

Dated: 9/18/19

Dr. Raymond Herr  
\_\_\_\_\_  
Printed Name and Title

Approved as to Fiscal Provisions:  
  
\_\_\_\_\_  
Deputy Auditor/Controller

Dated: 9-3-19

Dated: 9-5-19

By: Cindy Watson  
\_\_\_\_\_  
(Signature of Secretary, Asst. Secretary, CFO,  
Treasurer or Asst. Treasurer)\*

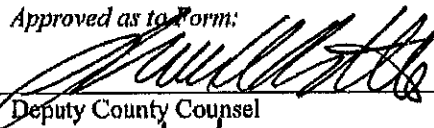
Approved as to Liability Provisions:

Cindy Watson, Secretary & COO  
\_\_\_\_\_  
Printed Name and Title

Risk Management

Dated: 8/29/2019

Dated:

Approved as to Form:  
  
\_\_\_\_\_  
Deputy County Counsel

Dated: 9/5/19

\*INSTRUCTIONS: If CONTRACTOR is a corporation, including limited liability and non-profit corporations, the full legal name of the corporation shall be set forth above together with the signatures of two specified officers. If CONTRACTOR is a partnership, the name of the partnership shall be set forth above together with the signature of a partner who has authority to execute this Agreement on behalf of the partnership. If CONTRACTOR is contracting in an individual capacity, the individual shall set forth the name of the business, if any, and shall personally sign the Agreement.

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## EXHIBIT H

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### A. SCOPE OF WORK

**In addition to services previously outlined in Exhibits A-G the following applies:**

California Forensic Medical Group's (CFMG) program structure for Restoration to Competency Services for the Monterey County Felony IST inmates is designed to provide intensive restorative treatment, using vigorous and targeted interventions which focus on: Objective competency assessment upon admission; aggressive medication and management of symptoms; management of the mental disorder; Individualized treatment plan addressing areas of therapeutic intervention; Multi-modal, experiential and remedial training modules; Assessment of Competency using evidence-based tools; and reporting deliverables to the court. CFMG goal is to improve the level of cognitive functioning of those inmates whose return to court is hindered by an inability to comprehend basic legal proceedings and an inability to assist in their own defense. CFMG believes that implementing a jail-based 1370 Felony Restoration to Competency program in Monterey County will be beneficial in the following ways:

#### Benefits to the inmate

- Significantly reduces delays in treatment
- More prompt provision of due process
- Continuity of medical, behavioral health, and milieu care in the jail (in the context of competency)
- Continuity of social support due to proximity to family and friends

#### Benefits to the County

- Convenience due to program in one location.
- Savings from reduced cost for transportation, reduced cost from long waits for hospital beds, reduced cost from increase length of State admission time and length of stay.
- Reduced strain in managing behavioral outbursts due to virtually no admission delays.

CFMG hands-on Forensic Treatment Team experts have designed an evidence-based program tailored specifically to the Monterey County Felony IST inmates. CFMG 1370 Felony model has been shown to have a 94% restoration rate and an average restoration time of 30 to less than 90 days. Their experts will be responsible for implementing, managing and monitoring this jail-based 1370 Felony program.

Staffing Description. The treatment team staffing requirements are based on the number of available beds open for referral of 1370 Felony inmates at any given point to the program. CFMG 1370 Felony program is designed for a "milieu" (group) setting model. The number of hours for each position is determined based on the baseline number of practitioner hours required to intensively treat 0-10 1370 Felony inmates. All staff will be local, appropriately licensed, experienced and/or trained, and will be expected to provide services according to assigned hours on-site at the jail location. Each practitioner has a role, responsibility and function as part of the team.

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Program Description. CFMG jail-based 1370 Felony program is a treatment intensive, milieu-based model that quickly facilitates competency through intensive medication treatment, group and individual therapy. After an inmate has been found incompetent to stand trial, he will be referred to participate in the CFMG 1370 Felony program. For each inmate the county wishes to refer to this program:

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

The committing county's felony IST referrals are managed by the DSH Patient Management Unit (PMU), the PMU shall coordinate with the committing court and provide all required documents to CFMG.

The following information will be requested for a preliminary evaluation prior to admission into the CFMG 1370 Felony Program:

1. Arrest report
2. Competency Evaluation (Independent)
3. Court Order to Restoration to Competency Program
4. History of any assaultive behaviors (before and after incarceration)
5. A summary of charges and classification
6. Past treatment records; medical and behavioral health history
7. Past and present medications
8. Other relevant information

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

Should CFMG determine, based on clinical or custodial considerations, that a felony IST referral is not suitable for admission into the Jail Based Competency Treatment (JBCT) program, CFMG shall inform the DSH Contract Manager and the PMU immediately in writing or by phone.

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

- i. Upon admission, CFMG shall assess each male 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, CFMG shall review and agree upon new male Patient Inmates being forwarded for admission and/or retention into the JBCT program, which may contraindicate fast-track jail treatment.
- ii. Should CFMG determine, based on clinical considerations or other factors, that a male Patient Inmate admitted into the JBCT program is no longer clinically suitable for participation in the program, CFMG shall contact the DSH Contract Manager to discuss treatment options. CFMG 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.

## EXHIBIT H

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- iii. Should CFMG and the DSH determine a male Patient Inmate should be removed from the JBCT program, CFMG shall continue to provide treatment until arrangements are made to admit the male Patient Inmate to a state hospital. Within seven days of making this determination, CFMG 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 Re-Assessments;
  - 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.

This program allows for "Restoration to Competency Inmates" to be housed as classified, unless otherwise indicated based on the inmate's history of assaultive behaviors and/or current acuity of symptoms (i.e. severe psychosis or severe impulsivity). Upon admission to the program or unit, the inmate will be given a thorough psychological and competency workup by the Forensic Psychologist.

### **D. Psychological Assessment Protocol**

CFMG shall administer a battery of individualized psychological assessments and testing upon admission and develop a Restoration Plan. Standardized and semi-structured psychological tests shall be utilized to complete a preliminary assessment of the male 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 and listed in the patient's treatment plan and will be aggressively targeted throughout the patient's treatment course. These assessments include, but are not limited to:

- 1) Clinical Interview. The psychologist shall obtain information pertaining to the male 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); Structured Interview of Reported Symptoms -2nd Edition (SIRS- 2), Test of Memory Malingering (TOMM); Test of Malingering Incompetency (TOMI); Georgia Atypical Presentation (GAP), Structured Inventory of Malingered Symptoms (SIMS), Inventory of Legal Knowledge (ILK);

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- 3) **Assessment of Trial Competence.** Evaluation of Competency to Stand Trial-Revised (ECST-R), the MacArthur Competence Tool – Criminal Adjudication (MacCAT-CA), and/or the Competence Assessment for Standing Trial for Defendants with Mental Retardation (CAST-MR); Georgia Court Competency Test (GCCT), Competency Assessment Instrument-H (CAI-H), Competency Screening Test (CST), Fitness Interview Test (FIT), MacArthur Structured Assessment of Competence- Criminal Defendants (MacSAC-CD), Computer Assisted Determination of Competency to Proceed (CADCOMP);
  - 4) **Severity of Psychiatric Symptoms.** Brief Psychiatric Rating Scale (BPRS);
  - 5) **Psychological testing using standardized psychological tests; further personality testing using the Psychological Assessment Inventory (PAI); and neuropsychiatric screening for Traumatic Brain Injuries, Dementia, or other Cognitive Deficits, if indicated. Possible tools that may be used: Mini-Cog, Repeatable Battery for the Assessment of Neuropsychological Status (RBANS); Wide Range Achievement Test-4 (WRAT-4).**
- i. CFMG 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).*
- ii. CFMG may administer further cognitive assessments based on the specific cognitive deficit identified during the preliminary assessment. If the screening instruments conducted 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).*
- iii. CFMG 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).*

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- iv. CFMG shall conduct follow-up assessments of the male 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)*; or
- 2) *Revised Competency Assessment Instrument (R-CAI)*; or
- 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. CFMG 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 male Patient Inmate's treatment. CFMG shall use current standardized competency assessment tools, such as the MacArthur Competency Assessment Tool, after considering the totality of clinical and forensic circumstances.
- ii. CFMG shall provide an individualized restoration program according to the treatment approach subscribed to by the individual treatment teams and indicated by the male Patient Inmate's psychiatric condition, level of functioning, and legal context.
- iii. CFMG shall tailor individualized treatment regimens to the male 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. CFMG shall conduct case conferences weekly or as needed to re-assess male 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. Medication Administration and Consent**

- i. CFMG 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.

## EXHIBIT H

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- ii. CFMG 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 male Patient Inmate to the JBCT program and the treating psychiatrist determines that psychotropic medication has become medically necessary and appropriate, CFMG shall request that the court make an order for the administration of involuntary psychotropic medication.
- iv. CFMG shall administer involuntary psychotropic medication when medically necessary and appropriate, upon the issuance of the court order.

**Milieu Treatment.** The ability to house IST inmates in a milieu or group setting is key in facilitating their recovery. The sense of relatedness that can be created in a dorm or group setting satisfies an important psychological need and can promote intrinsic motivation and task engagement. CFMG Mental Health Clinician will facilitate use of the unit milieu and conduct daily community and group programming. Inmate Socialization Programs will be delivered in the unit to enhance the milieu, develop socialization skills, encourage peer interactions and group exercise. These sessions will provide a safe, supervised setting for social interactions so inmates can learn skills to succeed in the community or open public settings, such as the courtroom. For some inmates, these interactions diminish the desire to isolate and can help them develop coping skills, improve their communication and cooperation with other inmates or custody staff.

Once an inmate has demonstrated improved behavior and mental status through being programmed and stabilized on psychotropic medications, CFMG Competency Trainer will work with the inmate utilizing cognitive remedial techniques and other exercises to train and educate the inmate on mainstays of the court process. The Trainer will assist the inmate to better able to learn his charges and other legal information through individual or group sessions.

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

- i. CFMG shall provide educational materials presented in multiple learning formats by multiple staff to each male 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. CFMG 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;

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- 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. CFMG shall provide additional learning experience through increased lecture time, as well as individual instruction to male 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.

Simultaneously, a counselor meets 2x weekly with the 1370 Felony patient for 1 hour each session. These sessions are focused on developing coping or other therapeutic techniques that may benefit the patient throughout the restoration and court process. To further reinforce the court process, mock trials are facilitated by the Competency Trainer and conducted involving the treatment team. The patient is periodically reassessed by the treatment team for progress towards restoration. Progress of the interventions are measured, and a decision is made to either incorporate further treatment elements or slightly modify the patient's plan. On a weekly basis, the treatment team meets to review progress of patients admitted within their thirty days. They are subsequently reviewed every 14 days thereafter and when the patient is considered to be restored and discharged.

This 1370 Felony model has been proven to have a 94% restoration rate. The course of restoration utilizing this program will average from 30 to less than 90 days with a maximum of 120 days on rare occasions. The goal for this program is to have an average restoration rate of 90-95% in no more than 60-70 days. The treatment team will provide the Court 30, 60 and 90- day summary reports of the inmate's progress and/ or a recommendation for restorability as collaboratively determined by the treatment team and as written and certified by the Forensic Psychiatrist.

Inmates who have been restored to fitness will be returned to their originating County, which should continue the medication treatment as prescribed without disruption. For County of Monterey inmates, they will be designated as 1370 Felony maintenance inmates and will be managed by CFMG treatment team through the regular jail medical and behavioral health contract. Medication administration will be the responsibility of CFMG and will also be managed through the regular jail medical and behavioral health contract. With having all medical and behavioral health programs under CFMG purview, management of 1370 Felony patients from their treatment to their restoration process, will be seamless. If they are committed from another County they will be returned to their committing county. CFMG shall be responsible for coordinating with the committing counties' behavioral health programs for the continued mental health care, crisis intervention, ongoing counseling and care, and psychotropic

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medication compliance for the male Patient Inmates restored to competence and transferred from the JBCT program.

### **H. Suicide Prevention/Adverse Events**

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

### **B. CONFIDENTIALITY OF DATA AND DOCUMENTS:**

- A. CFMG shall not disclose data or documents or disseminate the contents of the final or any preliminary report without written permission of the DSH Contract Manager, or Court order. However, all public entities shall comply with California Public Records Act (Government Code sections 6250 et seq.).
- B. Permission to disclose information or documents on one occasion shall not authorize CFMG to further disclose such information or documents on any other occasion except as otherwise provided in the Agreement or required by law.
- C. CFMG shall not comment publicly to the press, or any other media, regarding the data or documents generated, collected, or produced in connection with this Agreement, or the DSH's actions on the same, except to the DSH's staff, CFMG's own personnel involved in the performance of this Agreement, or as required by law.
- D. If requested by the DSH, CFMG shall require each of its employees or officers who will be involved in the performance of this Agreement to agree to the above terms in a form to be approved by the DSH and shall supply the DSH with evidence thereof.
- E. Each subcontract shall contain the foregoing provisions related to the confidentiality of data and nondisclosure.
- F. After any data or documents submitted has become a part of the public records of the DSH, CFMG may at its own expense and upon written approval by the DSH Contract Manager, publish or utilize the same data or documents but shall include the following Notice:

### **LEGAL NOTICE**

*This report was prepared as an account of work sponsored by the Department of State Hospitals (Department) but does not necessarily represent the views of the Department or any of its employees except to the extent, if any, that it has formally been approved by the Department. For information regarding any such action, communicate directly with the Department at P.O. Box 952050, Sacramento, California, 94252-2050. Neither said Department nor the State of California, nor any*

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## EXHIBIT H

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*officer or employee thereof, or any of its contractors or subcontractors makes any warranty, expressed or implied, or assumes any legal liability whatsoever for the contents of this document. Nor does any party represent that use of the data contained herein, would not infringe upon privately owned rights without obtaining permission or authorization from any party who has any rights in connection with the data.*

### C. REPORTS – Prepare and Distribute Reports as Requested by the DSH

#### A. Data Deliverables

The DSH shall provide a standardized data collection template. CFMG 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:

## EXHIBIT H

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

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## EXHIBIT H

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- i. CFMG shall submit daily census reports to the DSH upon the first male Patient Inmate admission, unless otherwise requested by the DSH.
- ii. CFMG 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.

### B. Reporting Requirements

- i. CFMG 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 male 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 male Patient Inmate and its effects and side effects, including effects on the male Patient Inmate's appearance or behavior that would affect the male 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. CFMG 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. CFMG shall file a certificate of restoration with the court that made the commitment when the Program Director or their designee determines that the male Patient Inmate has regained trial competence.

## EXHIBIT H

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### D. STAFFING AND COMPENSATION

The Consultant providing the staffing shall be compensated for the services provided under this Agreement as provided in Exhibit H-1 "JBCT Staffing and Pricing Summary" attached hereto.

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California Forensic Medical Group, Inc.  
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## EXHIBIT H-1

### PAYMENT PROVISIONS

#### A.1 COMPENSATION/ PAYMENT

In accordance with Exhibit H, Contractor shall be paid in full for the 10 contracted beds at the per diem rate upon the first Patient Inmate admission, regardless of the number of male Patient Inmates admitted.

Beginning 90 days from the first Patient Inmate admission, if, over the course of each quarter period during the term of this Agreement, a 90 percent occupancy rate is not maintained, the Monterey County Sheriff's Office and Contractor shall execute an amendment to this Agreement upon jointly developing a plan to reduce the minimum number of beds provided and the budget amount accordingly. This provision shall correspond to the standard quarter periods commencing annually on July 1.

County shall pay an amount not to exceed \$30,430,371.45 for the performance of all things necessary for or incidental to the performance of work as set forth in the Scope of Work. CONTRACTOR'S compensation for services rendered shall be based on Exhibit B and Exhibit H-1 and in accordance with the following:

JBCT Year 1 cost not to exceed	\$1,119,754.00
JBCT Year 2 cost not to exceed	\$1,057,532.00

No travel, meals, incidentals, tolls, parking or other expense shall be reimbursed for JBCT.

CONTRACTOR warrants that the cost charged for services under the terms of this contract are not in excess of those charged any other client for the same services performed by the same individuals.

#### A.2 CONTRACTORS BILLING PROCEDURES

Invoicing may occur at any time of the month or year, following completion of an examination and receipt of a report. It is preferable to submit invoices and statements electronically to the County's invoice tracking system at:

[MCSOSheriff.Fiscal@co.monterey.ca.us](mailto:MCSOSheriff.Fiscal@co.monterey.ca.us)

If CONTRACTOR lacks the ability to use this system, hard copy invoices will be accepted via mail addressed to the following location:

Monterey County Sheriff/Coroner's Office  
Attention: Fiscal Unit Accounts Payable (JBCT)  
1414 Natividad Road  
Salinas, CA 93906

## EXHIBIT H-1

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All invoices for services provided in June of any year should be submitted by July 15<sup>th</sup> of that year to facilitate the County's year end close.

**Copy of invoice to be used is attached as Exhibit H-2.** Please modify accordingly, adding your name and logo. Invoice Total for "month" should match amount in section "Allocated – 10-Bed Maximum."

County may, in its sole discretion, terminate the contract or withhold payments claimed by CONTRACTOR for services rendered if CONTRACTOR fails to satisfactorily comply with any term or condition of this Agreement.

No payments in advance or in anticipation of services or supplies to be provided under this Agreement shall be made by County.

County shall not pay any claims for payment for services submitted more than twelve (12) months after the calendar month in which the services were completed.

**DISALLOWED COSTS:** CONTRACTOR is responsible for any audit exceptions or disallowed costs incurred by its own organization or that of its subcontractors.

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## EXHIBIT H-1

## JBCT Staffing and Price Summary Year 1

<b>Monterey County: JBCT Price Summary Year 1</b>			
<b>Personnel Costs:</b>	<b>FTE</b>	<b>Hourly Rate</b>	<b>Cost</b>
Program Director/Psychologist	1.0	\$188.37	\$391,814.00
Forensic Psychiatrist	0.2	\$289.81	\$120,563.00
Mental health Clinician	1.0	\$98.65	\$205,202.00
Competency trainer	1.0	\$70.38	\$146,405.00
Administrative Assistant	1.0	\$37.31	\$77,611.00
24/7 Provider On-Call		\$5.32	\$46,620.00
<b>Total Personnel:</b>	<b>4.2</b>		<b>\$988,215.00</b>
<b>Additional Costs:</b>			
Medications			\$41,477.00
Labs			\$11,363.00
Supplies, Forms			\$16,477.00
<b>Total Additional Cost</b>			<b>\$69,317.00</b>
<b>Program Costs:</b>			
			<b>\$1,057,532.00</b>
<b>One-Time Startup Costs:</b>			
			<b>\$62,222.00</b>
<b>Total JBCT Costs:</b>			
			<b>\$1,119,754.00</b>
<b>Daily Bed Rate:</b>			
			<b>\$289.73</b>

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California Forensic Medical Group, Inc.

Amount: \$30,430,371.45

Term: 01/01/2018 to 12/31/2021

## EXHIBIT H-1

### JBCT Staffing and Price Summary Year 2

<b>Monterey County: JBCT Price Summary Year 2</b>			
<b>Personnel Costs:</b>	<b>FTE</b>	<b>Hourly Rate</b>	<b>Cost</b>
Program Director/Psychologist	1.0	\$188.37	\$391,814.00
Forensic Psychiatrist	0.2	\$289.81	\$120,563.00
Mental health Clinician	1.0	\$98.65	\$205,202.00
Competency trainer	1.0	\$70.38	\$146,405.00
Administrative Assistant	1.0	\$37.31	\$77,611.00
24/7 Provider On-Call		\$5.32	\$46,620.00
<b>Total Personnel:</b>	<b>4.2</b>		<b>\$988,215.00</b>
<b>Additional Costs:</b>			
Medications			\$41,477.00
Labs			\$11,363.00
Supplies, Forms			\$16,477.00
<b>Total Additional Cost</b>			<b>\$69,317.00</b>
<b>JBCT Year 2 Program Costs:</b>			
			<b>\$1,057,532.00</b>
<b>Daily Bed Rate:</b>			
			<b>\$289.73</b>

-- end of Exhibit H-1--

California Forensic Medical Group, Inc.  
 Amount: \$30,430,371.45  
 Term: 01/01/2018 to 12/31/2021



**EXHIBIT H-2**

**EXHIBIT H-2**

[Insert Contractor's Department company logo/address]

**INVOICE**

Monterey County Sheriff's Office  
 Attn: Accounting Office (JBCT)  
 1414 Natividad Road  
 Salinas, CA 93906

DATE	INVOICE #

<b>PERIOD OF SERVICE</b>
[insert date range of month being invoiced]

Allocated -- 10-Bed Maximum				
Per Diem Rate*		Days in Treatment		Total for [insert month being Invoiced]
\$2,897.30	X	[Insert number of days in the month being invoiced]	=	\$ _____

\*Per Diem Rate of \$289.73 Per Bed

Personnel	FTE	Hours worked	Hourly Rate	Amount
Program Director/Psychologist	1.0			
Forensic Psychiatrist	0.2			
Mental health Clinician	1.0			
Competency trainer	1.0			
Administrative Assistant	1.0			
24/7 Provider On-Call				
<b>Additional Cost</b>	<b>Qty</b>	<b>Unit price</b>		<b>Amount</b>
Medications				
Labs				
Supplies				

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

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

-- end of Exhibit H-2--

California Forensic Medical Group, Inc.  
 Amount: \$30,430,371.45  
 Term: 01/01/2018 to 12/31/2021