

**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.

**THIS SPACE INTENTIONALLY LEFT BLANK**

**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

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

\_\_\_\_\_  
Contracts/Purchasing Officer

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

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

\_\_\_\_\_  
Raymond Herr, MD, President  
Printed Name and Title

*Approved as to Fiscal Provisions:*

\_\_\_\_\_  
Dated: 9-8-2021


DocuSigned by:



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\_\_\_\_\_  
Deputy Auditor/Controller

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

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

*Approved as to Liability Provisions:*

\_\_\_\_\_  
Judd Bazzel, Treasurer  
Printed Name and Title

\_\_\_\_\_  
Risk Management

\_\_\_\_\_  
Dated: 9-8-2021

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

*Approved as to Form:*

DocuSigned by:



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\_\_\_\_\_  
Deputy County Counsel

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

\*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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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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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.

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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

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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 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.
- 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



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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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- 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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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.*

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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:

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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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- 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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## 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.

<b>Jail Based Competency Treatment program (JBCT)</b>	<b>Cost per bed</b>	<b>Daily cost not to exceed</b>	<b>Monthly cost not to exceed</b>	<b>Annual Cost not to exceed</b>
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