

# ATTACHMENT A



STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES

**STANDARD AGREEMENT**

STD 213 (Rev. 04/2020)

AGREEMENT NUMBER

23-79042-000

PURCHASING AUTHORITY NUMBER (if Applicable)

4440

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

CONTRACTING AGENCY NAME

Department of State Hospitals

CONTRACTOR NAME

Santa Barbara County Sheriffs Office

2. The term of this Agreement is:

START DATE

July 1, 2023

THROUGH END DATE June

30, 2024

3. The maximum amount of this Agreement is:

\$1,805,523.00

One Million Eight Hundred Five Thousand Five Hundred Twenty Three Dollars and Zero Cents

4. The parties agree to comply with the terms and conditions of the following exhibits, which are by this reference made a part of the Agreement.

Exhibits	Title	Pages
Exhibit A	Scope of Work	7
Exhibit A-I	Program Elements	9
Exhibit B	Budget Detail and Payment Provisions	3
Exhibit B-I	Sample Invoice	
Exhibit C	General Terms and Conditions (GTC 4/2017)	4
Exhibit D	Special Terms and Conditions	9
Exhibit E	Confidentiality and Information Security Provisions (HIPAA Business Associate Agreement)	8
Exhibit F	Information Privacy and Security Requirements (Non-HIPAA/HITECH Act Contracts)	

Items with an asterisk (\*), are hereby incorporated by reference as if they were part of this agreement as attached hereto.

These documents can be viewed at <https://www.dqs.ca.gov/OLS/Resources>

IN WITNESS WHEREOF, THIS AGREEMENT HAS BEEN EXECUTED BY THE PARTIES HERETO.

CONTRACTOR

CONTRACTOR NAME (if other than an individual, state whether a corporation, partnership, etc.)  
Santa Barbara County Sheriffs Office

CONTRACTOR BUSINESS ADDRESS 4434 Calle Real	CITY Santa Barbara	STATE CA	ZIP 93110
PRINTED NAME OF PERSON SIGNING Hope Vasquez	TITLE Chief Financial Officer		
CONTRACTOR AUTHORIZED SIGNATURE	DATE SIGNED		

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SCO ID: 4440-2379042000

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STATE OF CALIFORNIA

CONTRACTING AGENCY NAME

Department of State Hospitals

CONTRACTING AGENCY ADDRESS 1215 O Street	CITY Sacramento	STATE CA	ZIP 95814
PRINTED NAME OF PERSON SIGNING Kathryn Hill	TITLE Manager, PCSS		
CONTRACTING AGENCY AUTHORIZED SIGNATURE	DATE SIGNED		
CALIFORNIA DEPARTMENT OF GENERAL SERVICES APPROVAL	EXEMPTION (If Applicable)		

Page 2 of 2

**EXHIBIT A**  
**SCOPE OF WORK**

**1. CONTRACTED PARTIES:**

A. Santa Barbara County Sheriff's Office, county and/or their authorized designee, hereafter referred to as Contractor, agrees to provide services (as defined in Section 6) to the Department of State Hospitals (DSH) pursuant to the terms and conditions of this Agreement.

**2. SERVICE LOCATION:**

A. The services shall be performed at Santa Barbara Sheriff's Office, Main Jail, 4436 Calle Real, Santa Barbara, California.

**3. SERVICE HOURS:**

A. The Santa Barbara Main Jail shall provide services 24 hours per day, seven days per week, including all State holidays. JBCT staff will provide services Monday through Friday, not including State holidays, during the hours of 8:00 a.m. until 5:00 p.m.

**4. PROJECT REPRESENTATIVES:**

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

Contract Manager:

Department of State Hospitals		Santa Barbara County Sheriff's Office	
Section/Unit: Community Forensic Partnerships Division		Section/Unit: Chief Financial Officer	
Attention: Selene Mujica Staff Services Manager II		Attention: CFO Hope Vasquez	
Address: 1215 O Street, MS-IO Sacramento, CA 95814		Address: 4434 Calle Real Santa Barbara, CA 93110	
Phone: 916 651-7913	Fax: 916 651-1168	Phone: 805 681-4299	Fax: 805 681-4022
Email: Selene.Mujica@dsh.ca.gov		Email: hmv3606@sbsheriff.or	

Administrative Contacts all administrative inquiries should be directed to .

Department of State Hospitals		Santa Barbara County Sheriff's Office	
Section/Unit: Community Forensic Partnerships Division		Section/Unit: Custodial Division	

Attention: Krystal Aganon Anal st		Attention: Commander Kenny Callahan	
Address: 1215 O Street, MS-IO Sacramento, CA 95814		Address: 4436 Calle Real Santa Barbara, CA 93110	
Phone: 916 562-2427	Fax: 916 651-1168	Phone: 805 6814326	Fax: 805 681-4216
Email: K stal.A anon dsh.ca. ov		Email: kdc3246 sbsheriff.or	
Santa Barbara Count Jail — Medical Contact			
Section/Unit: Well ath Health Services Administrator			
Attention: Baile Fo ata			
Address: 4436 Calle Real Santa Barbara, CA 93110			
Phone: 805 681-4211	Fax: 805 681-4310		
Email: <a href="mailto:Bailev.Foqata@wellpath.us">Bailev.Foqata@wellpath.us</a>			

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

**5. PROGRAM REPLENISHMENT FUNDS:**

- A. The DSH shall reimburse Contractor for program replenishment costs incurred under this Agreement. The replenishment costs shall include, but are not limited to:
  - i. Setup of patient rooms as well as treatment and office space;
  - ii. Administrative operating expenses and equipment; and
  - iii. Treatment and testing materials.

**6. SUMMARY OF WORK TO BE PERFORMED:**

- A. Contractor shall provide access to portions of its Santa Barbara Main Jail for the purposes of administering a Jail-Based Competency Treatment (JBCT) program for the provision of restoration of competency treatment services for male and female individuals, hereafter referred to as "Patient Inmates," found by the courts to be Incompetent to Stand Trial (IST) under Penal Code section 1370. Contractor shall provide restoration of competency treatment services to felony IST Patient Inmates participating in the JBCT program pursuant to the DSH JBCT Policy and Procedures Manual.

**7. CONTRACTOR RESPONSIBILITIES:**

- A. Contractor shall designate an area within the Santa Barbara Main Jail dedicated to the administration of a JBCT program and provide restoration of competency treatment services that, either directly or through contract, may restore trial competency for incarcerated felony IST Patient Inmates committed to the DSH under Penal Code section 1370. Contractor shall submit any proposed changes to the JBCT program's designated area to the DSH for its prior written approval.
- B. In providing restoration of competency treatment services, Contractor shall adhere to the program outlines contained in Exhibit A-I, Program Elements and the DSH JBCT Policy and Procedures Manual, hereafter referred to as the "Manual." Contractor acknowledges it has received a copy of the Manual and has had an opportunity to review the terms and conditions of the Manual and consult with independent counsel. Contractor agrees to the terms and conditions of the Manual and that the terms and conditions of the Manual are incorporated into this Agreement by reference. The meanings of the terms and requirements in this Agreement, unless otherwise defined in this Agreement, are defined in the Manual. In the event of an inconsistency between the Manual, attachments, specifications, or provisions which constitute this Agreement, the following order of precedence shall apply:
- i. DSH JBCT Policy and Procedures Manual (the "Manual");
  - ii. Standard Agreement, STD. 213;
  - iii. This Exhibit A, Scope of Work, including specifications incorporated by reference;
  - and iv. All attachments incorporated in this Agreement by reference.
- The Manual, as referenced in this Agreement, may be amended by the DSH from time to time. Contractor shall operate the JBCT program in accordance with the Manual, including any future amendments to the Manual. From the effective date of any amendment, Contractor shall follow the amendments required by any change in California statute or regulation. For all other amendments, Contractor shall present any of Contractor's concerns to the DSH within 10 business days from the date of notification, which does not relieve Contractor from adhering to any amendment, unless agreed upon in writing by the DSH. The DSH and Contractor shall negotiate, in good faith, changes to the Manual.
- C. Contractor shall ensure that a preliminary evaluation of each potential JBCT Patient Inmate is conducted through, at a minimum, a review of the medical and mental health records of each prospective Patient Inmate, prior to admission into the JBCT program.
- i. Contractor shall ensure that priority for admissions to the JBCT program shall be based on commitment date, regardless of the county of commitment, unless an exception is made based on one of the factors listed in California Code of Regulations (CCR), Title 9, Section 4710. In the event multiple felony IST defendants have the same commitment date, admission shall be scheduled based on the availability of the committing county to transport the defendants.
  - ii. Upon admission into the JBCT program, Contractor shall ensure that a more thorough assessment is conducted as indicated in Exhibit A-I, Program Elements, and the DSH JBCT Policy and Procedures Manual.
- D. Contractor shall provide a total of ten single cells with beds to Patient Inmates located in the JBCT program's designated area.

Contractor shall be paid in full for the minimum eight beds (Allocated Beds) at the per diem rate upon the first Patient Inmate admission, regardless of the number of Patient Inmates admitted.

Contractor shall be paid for additional beds (Non-Allocated Beds) at the per diem rate for the actual number of days that each individual Patient Inmate is in the JBCT program.

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 DSH 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.

- E. Patient Inmates housed at the Santa Barbara Main Jail shall remain under the legal and physical custody of Contractor.
- F. Contractor retains the right to exclude specific individual Patient Inmates from the JBCT designated area for security and classification reasons at the time of assignment or at any point during their incarceration at the Santa Barbara Main Jail.
- G. Should Contractor determine, based on clinical considerations, patient history, or other factors, that a current or potential Patient Inmate is, or likely shall be, violent and a significant danger to others participating in the JBCT program, Contractor shall inform the DSH Contract Manager immediately in writing, and by phone. Contractor agrees that the decision to remove such a Patient Inmate from the JBCT program is at the sole discretion of the DSH, and the DSH shall not unreasonably withhold such permission. In the event a Patient Inmate is removed from the JBCT program, the DSH shall arrange to have such Patient Inmate admitted to a state hospital forthwith as is permitted under the admission requirements set forth in CCR, Title 9, sections 4700, et seq. Contractor shall continue to treat the Patient Inmate in the JBCT program until such arrangements are made. Contractor shall notify the committing court of the Patient Inmate's pending transfer from the JBCT program to the state hospital.
- H. Notwithstanding Sections F and G, Contractor shall make every reasonable effort to ensure that the contracted eight Allocated Beds provided for treatment services under this Agreement are occupied by Patient Inmates at all times. This includes, but is not limited to, admitting Patient Inmates of increasing levels of acuity.
  - i. The DSH shall make every reasonable effort to ensure adequate Patient Inmate referrals are sent to Contractor throughout the term of this Agreement.
  - ii. By mutual agreement, in writing, and at the request of the DSH, Contractor may admit Patient Inmates into the JBCT program above the eight Allocated Beds.
- I. Contractor shall provide for the care, confinement, and security of the Patient Inmates in accordance with all federal and state laws, standards, regulations, policies, procedures, and court orders applicable to the Santa Barbara Main Jail.
- J. Contractor's custody staff assigned to the JBCT program shall receive Enhanced Mentally Ill Offender or Crisis Intervention Training (CIT) provided by Contractor and shall participate in the JBCT program treatment team meetings.



## K. Responsibilities for Medical Care:

- i. Contractor shall provide all Patient Inmates, regardless of committing county, with the full range of Routine Medical Care available to other inmates of the Santa Barbara Main Jail, and is financially responsible for such care. Contractor agrees that the cost of all Routine Medical Care is included in the per diem rate charged to the DSH.
- ii. For the purposes of this Agreement, Routine Medical Care shall be defined as all medical, dental, and mental health care as well as the cost of medical supplies, formulary prescription medications which are provided to Patient Inmates, and restoration of competency treatment services which are provided by the Santa Barbara Main Jail to Patient Inmates, including prescribed psychotropic medications. Non-formulary prescription medications shall be provided to Patient Inmates as clinically indicated for both Routine and Non-Routine Medical Care. Minor Medical Procedures involve minimally invasive procedures. In most cases, these are performed laparoscopically or arthroscopically. Procedure is performed without damaging extensive amounts of tissue. Risk of infection is reduced, and recovery time is shorter. Some surgical procedures are superficial in that they only affect the outermost portions of the body. These shall be considered routine medical care.
- iii. For the purposes of this Agreement, Non-Routine Medical Care shall be defined as 1) major medical operations, surgeries, or procedures which would require admittance to a hospital longer than one day; 2) continuation of experimental medication; 3) critical life-saving services that cannot be provided onsite at the Santa Barbara Main Jail or via a county-contracted hospital; 4) dialysis service whether onsite or otherwise; and 5) emergency medical treatment that cannot be provided onsite at the Santa Barbara Main Jail. Major Medical Operations/Surgeries/Procedures involve opening the body allowing surgeon access to the area where the work needs to be completed. It involves major trauma to the tissue, a high risk of infection, and an extended recovery period. These shall be considered non-routine medical care. Emergency medical care are situations that poses an immediate risk to health and life and requires immediate intervention to prevent a worsening of the situation. These shall be considered non-routine medical care.
- iv. If a Patient Inmate requires Non-Routine Medical Care, Contractor shall notify the DSH Contract Manager or designee immediately in writing and by phone for pre-approval. For such patients, the DSH further reserves the right to either admit them to a state hospital for treatment or require Contractor to provide Non-Routine Medical Care. In the event the DSH directs Contractor to provide Non-Routine Medical Care, the DSH shall either direct Contractor to instruct the facility providing care to invoice the committing county, or to invoice the DSH directly for the full cost of care provided by submitting the invoice to the attention of the DSH Contract Manager. Should the DSH elect to require Contractor to provide the Non-Routine Medical Care, Contractor shall ensure that the Patient Inmate is provided care at a facility designated by the DSH Contract Manager, in accordance with the preferences of the committing county. Contractor shall notify the committing county of the Patient Inmate's transfer to and from the JBCT program and the designated facility providing care.

In the event of an emergency, and for Patient Inmates whose committing county is not Santa Barbara, Contractor shall proceed immediately with necessary medical treatment. In the event of such an emergency, the DSH shall either direct Contractor to instruct the facility providing care to invoice the committing county, or to invoice the DSH directly for the full cost of care

provided by submitting the invoice to the attention of the DSH Contract Manager. In such an event, Contractor shall notify the DSH immediately regarding the nature of the illness or injury as well as the types of treatment provided. Contractor shall make reasonable efforts to ensure that Patient Inmates are treated at facilities preferred by the committing county or otherwise that, once the Patient Inmate is stable enough for transfer, is transferred to such a facility.

- v. In the event a Patient Inmate requires Non-Routine Medical Care, Contractor shall instruct the facility providing care to invoice the Contractor directly for the full cost of care provided, which shall be offset by the Patient Inmate's Medicare or private health insurance plan when applicable, and then reimbursed by DSH. Contractor shall instruct the facility providing care to seek reimbursement from the Patient Inmate's Medicare or private health insurance plan, within any required timeframes, prior to invoicing the Contractor when applicable. Contractor shall instruct the facility providing care to submit the Explanation of Benefits, reflecting Medicare or private health insurance payments or denials, with an original invoice when billing the contractor for the remaining balance (i.e., deductible, copay, and coinsurance amounts).
- L. For all Routine and Non-Routine Medical Care, Contractor shall be responsible for the security and transportation, including emergency transportation. Contractor agrees that all such costs are included in the per diem rate charged to the DSH.
- M. Upon Restoration of Competency:  
Contractor 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 Patient Inmates restored to competence and transferred from the JBCT program.
- N. Contractor and its subcontractors shall procure and keep in full force and effect during the term of this Agreement all permits, registrations, and licenses necessary to accomplish the work specified in this Agreement and shall give all notices necessary and incident to the lawful prosecution of the work. Contractor shall provide proof of any such license(s), permits(s), and certificate(s) upon request by the DSH. Contractor agrees that failure by itself or its subcontractors to provide evidence of licensing, permits, or certifications shall constitute a material breach for which the DSH may terminate this Agreement with cause.
- O. Contractor shall provide services as outlined in this Agreement. Contractor shall be responsible to fulfill the requirements of this Agreement and shall incur expenses at its own risk and invest sufficient amount of time and capital to fulfill the obligations as contained herein.
- P. Contractor and its subcontractors shall keep informed of, observe, comply with, and cause all of its agents and employees to observe and to comply with all prevailing Federal, State, and local laws, and rules and regulations made pursuant to said Federal, State, and local laws which in any way affect the conduct of the work of this Agreement. If any conflict arises between provisions the plans and specifications and any such law above referred to, then Contractor shall immediately notify the State in writing.
- Q. The DSH may terminate this Agreement pursuant to section 7 of Exhibit C if Contractor or its subcontractors fails to comply with a federal, state, or local law and the noncompliance, based on

the facts and circumstances, would constitute a material breach of this Agreement under California law.

- R. If services are provided on DSH grounds, then the Contractor shall participate in any of the DSH workplace violence prevention, infection control-illness prevention, and workplace safety measures or programs as may be required by DSH. This responsibility includes compliance with infection control measures, use of Personal Protective Equipment (PPE) as prescribed by DSH, attending any and all related training or orientation to such measures or programs as may be required and scheduled by the DSH. DSH will provide the Contractor with electronic versions of the DSH's current Illness and Injury Prevention Plan (IIPP), Workplace Violence Prevention Plan (WVPP), DSH Code of Safe Practices, and other appropriate documents to support worksite safety and infection control.
- S. On March 4, 2022, Governor Gavin Newsom issued Executive Order N-6-22 (the EO) regarding Economic Sanctions against Russia and Russian entities and individuals. "Economic Sanctions" refers to sanctions imposed by the U.S. government in response to Russia's actions in Ukraine, as well as any sanctions imposed under state law. By submitting a bid or proposal, Contractor represents that it is not a target of Economic Sanctions. Should the State determine Contractor is a target of Economic Sanctions or is conducting prohibited transactions with sanctioned individuals or entities, that shall be grounds for rejection of the Contractor's bid/proposal any time prior to contract execution, or, if determined after contract execution, shall be grounds for termination by the State.

#### 8. DSH RESPONSIBILITIES:

- A. The DSH shall provide an orientation of the JBCT program to Contractor at the discretion of the DSH. Such orientation shall include an overview of State policies and procedures, the DSH JBCT Policy and Procedures Manual, and appropriate statutes related to the JBCT program.
- B. The DSH shall be responsible for the development and maintenance of the DSH JBCT Policy and Procedures Manual concerning JBCT program operations and treatment consistent with State and federal laws and the DSH policies and procedures.
- C. Rights of the DSH to Perform Quality Assurance and Financial Audits/Reviews
  - i. The DSH may routinely evaluate the work performance of Contractor, Contractor's personnel, subcontractors, or other parties associated with Contractor to determine if the DSH standards and departmental policies and procedures are being maintained. If it is found that any party fails to perform or is physically or mentally incapable of providing services as required by this Agreement, then that party shall not perform services for the DSH.
  - ii. The DSH may monitor and evaluate services provided in fulfillment of the requirements of this Agreement, as detailed in Exhibit A. Such monitoring and evaluation may occur on a regular cycle or as deemed necessary by the DSH Contract Manager. The DSH retains sole and absolute discretion in determining any such evaluation schedule.
  - iii. Inspections may be conducted by the DSH staff at various times during the Agreement term to check on the quality of work. Payment shall not be provided for services deemed unacceptable by the DSH Contract Manager and/or their designee.

- iv. The DSH may audit and examine Contractor's records and accounts which pertain, directly or indirectly, to services performed under this Agreement. The DSH may hire third parties to perform the audit and examination, including but not limited to, accountants, consultants, or service providers in the applicable field. Contractor shall cooperate fully with the audits and examinations.
- v. If, as a result of an audit and examination, the DSH is informed of underpayments or overpayments, the DSH shall notify Contractor of the need for payment or reimbursement. Upon receipt of a final audit report, Contractor has 30 days to reimburse any overpayment or to dispute or challenge the report. Contractor and the DSH shall confer and negotiate in good faith with respect to any disputed portion of the final audit report to reach agreement with respect to adjustments, payments, and reimbursements.
- vi. The DSH shall submit its findings to Contractor and establish a deadline for correcting any deficiencies in fulfilling the obligations set forth in this section. Failure by Contractor to timely correct deficiencies shall be reason for termination of services under this Agreement.

## 9. PERFORMANCE MEASURES:

### A. Complete and Timely Provision of Services

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

## 10. AMENDMENTS:

- A. The parties reserve the right to amend this Agreement by extending its term for two additional terms of up to two years each, and to add funding sufficient for these periods at the same rates. This right to amend is in addition to the right to amend for other reasons contained in this Agreement or noted in the solicitation that resulted in this Agreement, if applicable. Any amendment shall be in writing and signed by both parties and be approved by the Department of General Services, if such approval is required.

EXHIBIT A-I  
PROGRAM ELEMENTS

1. PROGRAM ELEMENTS

A. Referral Document Collection Prior to Admission

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

B. Referrals Determined to be Not Suitable for Admission

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

C. Removal of Patient Inmates No Longer Clinically Suitable

i. Upon admission, Contractor shall assess each Patient Inmate to ascertain if trial competence is likely and medical issues would not pose a barrier to treatment. At the discretion of the DSH Contract Manager, and if requested in writing, Contractor shall review and agree upon new Patient Inmates being forwarded for admission and/or retention into the JBCT program, which may contraindicate fast-track jail treatment.

ii. Should Contractor determine, based on clinical considerations or other factors, that a Patient Inmate admitted into the JBCT program is no longer clinically suitable for participation in the program, Contractor shall contact the DSH Contract Manager to discuss treatment options. Contractor agrees that the decision to remove such a Patient Inmate from the JBCT program is at the sole discretion of the DSH, and the DSH shall not unreasonably withhold such permission.

iii. Should Contractor and the DSH determine a Patient Inmate should be removed from the JBCT program, Contractor shall continue to provide treatment until arrangements are made to admit the Patient Inmate to a state hospital. Within seven days of making this determination, Contractor shall also provide the following additional documents to the PMU, including but not limited to:

- 1) Transfer Notification Letter;
- 2) Court Reports, if due or submitted;
- 3) 90-Day Progress Report, if due or submitted;
- 4) Psychiatry Intake Assessment;
- 5) The three most recent Psychiatry Progress Notes;
- 6) Psychology Intake Assessment;

- 7) 30-Day Psychologist Competency Reassessments;
- 8) Social Work/Clinician Intake Assessment;
- 9) Nursing Intake Assessment;
- 10) Informed Consent;
- 11) Medication Orders;
- 12) Laboratory Results, if any; and 13) Discharge Summary.

#### D. Psychological Assessment Protocol

- i. Contractor shall administer a battery of individualized psychological assessments and testing upon admission. Standardized and semi-structured psychological tests shall be utilized to complete a preliminary assessment of the Patient Inmate's current functioning, likelihood of malingering, and current competency to stand trial. Impediments to trial competency shall be ascertained through the use of preliminary assessment instruments including, but not limited to:
  - 1) Clinical Interview. The psychologist shall obtain information pertaining to the Patient Inmate's psychosocial, psychiatric, and legal history as well as barriers to competency. The Mental Status Exam (MSE) shall also be included in the interview;
  - 2) Assessment of Malingering (as clinically indicated). Miller Forensic Assessment of Symptoms (M-FAST);
  - 3) Assessment of Trial Competence. Evaluation of Competency to Stand Trial-Revised (ECST-R), the MacArthur Competency Assessment Tool — Criminal Adjudication (MacCA T-CA), and/or the Competence Assessment for Standing Trial for Defendants with Mental Retardation (CAST-MR); Fitness Interview Test— Revised (FIT-R) and 4) Severity of Psychiatric Symptoms. Brief Psychiatric Rating Scale (BPRS).
- ii. Contractor shall administer additional malingering-specific assessments, integrating additional observable data reported by various disciplines on a 24/7 basis if preliminary assessment suggests the presence of malingering. If the screening instruments administered during the preliminary assessment raise suspicion that the primary barrier to trial competency is malingering, the following may also be utilized including, but not limited to:
  - 1) Structured Interview of Reported Symptoms — Second Edition (SIRS-2);
  - 2) Test of Memory Malingering (TOMM);
  - 3) Miller Forensic Assessment of Symptoms Test (M-Fast);
  - 4) Georgia Atypical Presentation (GAP);
  - 5) Structured Inventory of Malingered Symptomatology (SIMS); or 6) Inventory of Legal Knowledge (ILK).
- iii. Contractor may administer further cognitive assessments based on the specific cognitive deficit identified during the preliminary assessment. If the screening instruments administered during the preliminary assessment raise suspicion that the primary barrier to trial competency is cognitive deficits, the following may also be utilized including, but not limited to:
  - 1) Repeatable Battery for the Assessment of Neuropsychological Status (RBANS); 2) Wide Range Achievement Test 4 (WRAT4); or 3) Montreal Cognitive Assessment (MoCA).

- iv. Contractor may administer additional instruments assessing personality to complete further assessment of psychological functioning including, but not limited to:
  - 1) Personality Assessment Inventory (PAI); or
  - 2) Minnesota Multiphasic Personality Inventory-2 (MMPI-2).
- v. Contractor shall administer follow-up assessments of the Patient Inmate's current competency to stand trial at 30-day intervals or more frequently as needed using any of the following including, but not limited to:
  - 1) Evaluation of Competency to Stand Trial-Revised (ECST-R);
  - 2) MacArthur Competency Assessment Tool— Criminal Adjudication (MacCAT-CA); or
  - 3) Competence Assessment for Standing Trial for Defendants with Mental Retardation (CAST-MR) or
  - 4) Fitness Interview Test— Revised (FIT-R)

**E. Individualized Treatment Program**

- i. Contractor shall identify specific deficits that result in incompetence to stand trial upon admission.  
Each deficit shall be listed on the individualized treatment plan and shall be targeted in the Patient Inmate's treatment. Contractor shall use current standardized competency assessment tools, such as the MacArthur Competency Assessment Tool, after considering the totality of clinical and forensic circumstances.
- ii. Contractor shall provide an individualized restoration program according to the treatment approach subscribed to by the individual treatment teams and indicated by the Patient Inmate's psychiatric condition, level of functioning, and legal context.
- iii. Contractor shall tailor individualized treatment regimens to the Patient Inmate's specific barrier(s) to trial competency. Deficits identified in the competency assessment upon admission •to the JBCT program shall be listed in the individual treatment plan and addressed by specific treatment interventions.
- iv. Contractor shall conduct case conferences weekly or as needed to reassess Patient Inmates' progress toward restoration of competence to allow the treatment teams to measure whether their treatment interventions are working, and whether additional treatment elements need to be incorporated into Patient Inmates' treatment plans.

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

- i. Contractor shall provide educational materials presented in multiple learning formats by multiple staff to each Patient Inmate, e.g., a simple lecture format may be replaced with learning experiences involving discussion, reading, video, and experiential methods of instruction, such as role-playing or mock trial.
- ii. Contractor shall address the following elements in the education modalities of the competency restoration program including, but not limited to: 1) Criminal charges;

- 2) Severity of charges, namely Felony vs. Misdemeanor; 3) Sentencing;
  - 4) Pleas including Guilty, Not Guilty, Nolo Contendere, and Not Guilty by Reason of Insanity; 5) Plea bargaining;
  - 6) Roles of the courtroom personnel; 7) Adversarial nature of trial process;
  - 8) Evaluating evidence;
  - 9) Court room behavior;
  - 10) Assisting counsel in conducting a defense;
  - 11) Probation and Parole; and
  - 12) Individualized instruction as needed.
- iii. Contractor shall provide additional learning experience through increased lecture time, as well as individual instruction to Patient Inmates who are incompetent due to specific knowledge deficits caused by low intelligence, but who may be restored to competence with additional exposure to the educational material.

**G. Medication Administration and Consent**

- i. Contractor shall obtain proper authorization (e.g., informed consent for treatment, medication issues) from the Patient Inmates as soon as possible in accordance with professional standards of care and court practices.
- ii. Contractor shall provide strategies to promote and incentivize voluntary psychotropic medication compliance.
- iii. If involuntary psychotropic medication is not ordered by the court at time of commitment of a Patient Inmate to the JBCT program and the treating psychiatrist determines that psychotropic medication has become medically necessary and appropriate, Contractor shall request that the court make an order for the administration of involuntary psychotropic medication as outlined in the DSH JBCT Policy and Procedures Manual.
- iv. The Contractor will enact policies and procedures to ensure that within 14 days of admission from when a patient is admitted to the JBCT and the Court has authorized administration of involuntary medication, either:
  - a. The treating medical professional prescribes psychotropic medications to be administered over the patient's objection if the patient does not voluntarily comply with administration. The Contractor's policies and procedures will ensure that involuntary medication is administered over the patient's objection, if necessary, beginning with the date of the medical professional's prescription.

Or

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



documents their reasoning in the medical record. This reasoning will also be communicated via the DSH weekly patient tracker.

- v. The Contractor will enact policies to ensure that when a patient is admitted to the JBCT without an order for involuntary medication and the Contractor subsequently petitions the Court and an order is granted, that within four business days of the date of the Court's order either:
  - a. The treating medical professional prescribes medications to be administered over the patient's objection if the patient does not voluntarily comply with administration. The Contractor's policies and procedures will ensure that involuntary medication is administered over the patient's objection, if necessary, beginning with the date of the medical professional's prescription.

Or

- b. The treating medical professional determines that medications that could be provided involuntarily are not currently medically appropriate or necessary for the patient and documents their reasoning in the medical record. This reasoning will also be communicated via the DSH weekly patient tracker.

#### H. Suicide Prevention/Adverse Events

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

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

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

#### J. Data Deliverables

- i. The DSH shall provide a standardized data collection template. Contractor shall complete and submit this data collection to the DSH on a weekly basis with a deadline to be determined by the DSH. The template includes, but is not limited to, the following data elements:

Patient Name:	Last and First name of patient
Case Number:	Court assigned case number for each individual court case. It can typically include letters and numbers.
Booking Number:	Number that County Jail issues to an individual (per Forensics)
Gender:	Male or Female
Date of Birth:	Birthdate, Age can be determined using this date
Ethnicity:	Type of social group that has a common national or cultural tradition. Caucasian/White, African American/Black, American Indian/Alosko Native, Asian, Native Hawaiian/Other Pacific Islander, Hispanic, Other
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):	No
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- ii. Contractor shall submit daily census reports to the DSH upon the first Patient Inmate admission, unless otherwise requested by the DSH.
- iii. Contractor shall submit a summary performance report within 30 days of the end of the contract term to include, but not be limited to, the information stated above and:
  - 1) The total number of individuals restored to competency;
  - 2) The average number of days between program admission and discharge;
  - 3) The total cost of the program by budget category: personnel, operating expenses, administrative expense, custody and housing, and other direct operating costs as well as overall cost per Patient Inmate treated and the costs for those found to be malingering;
  - 4) The cost per cycle of treatment;
  - 5) A description of all implementation challenges; and
  - 6) Special incident reports and notification to the DSH of emergencies.

K. Reporting Requirements

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

2. TREATMENT PROTOCOL

- A. JBCT is an intensive, milieu-based treatment program that quickly facilitates competency through a combination of group and individual therapy.

- B. Group therapy is central to the restoration process, and Contractor shall provide treatment daily to Patient Inmates. Group content should include one of the four group treatment domains: competency education, understanding and management of mental illness, physical exercise, and mental/social stimulation. Many group topics can be assimilated into the groupings, e.g., mock trial, music-based competency treatment, etc.
- C. Contractor shall provide individual sessions per day to each Patient Inmate. Individual sessions may be used to check-in with Patient Inmates and/or discuss key legal elements of the individual's case that may be too sensitive for group discussion. Specific competency issues can best be addressed individually, e.g., a Patient Inmate understands court proceedings but struggles to apply the knowledge to their individual case.
- D. Contractor's psychiatrist shall see each Patient Inmate weekly. A psychiatric assessment is a component of the admission process, and more frequent appointments shall be available as needed.
- E. Together on a weekly basis, the multi-disciplinary treatment team shall review:
  - i. Progress of all Patient Inmates admitted within 30 days, ii. At subsequent 14-day intervals thereafter, and iii. When a Patient Inmate is under consideration for discharge.

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

**JAIL BASED COMPETENCY TREATMENT GROUP THERAPY SCHEDULE**

	<i>Monday</i>	<i>Tuesday</i>	<i>Wednesday</i>	<i>Thursday</i>
	<b>Staff Member 1:</b> Therapeutic Movement	<b>Staff Member 2:</b> Wake-up Activity	<b>Staff Member 2:</b> Wake-up Activity	<b>Staff Member 2:</b> Wake-up Activity
	<b>Staff Member 3:</b> Wellness Education	<b>Staff Member 4:</b> My Life, My Choice	<b>Staff Member 2:</b> Arts & Crafts	<b>Staff Member 4:</b> What Would You Do?
	<b>Staff Member 6:</b> Competency Education	<b>Staff Member 3:</b> Wellness Education <b>Staff Member 2:</b> Life Skills	<b>Staff Member 2:</b> Life Skills <b>Staff Member 3:</b> Wellness Education	<b>Staff Member 3:</b> Wellness Education <b>Staff Member 2:</b> Table Games
	<b>Lunch</b>	<b>Lunch</b>	<b>Treatment Team Meeting:</b> Grand Rounds	<b>Lunch</b>
	<b>Individual Contacts</b>	<b>Staff Member 2:</b> Brain Fitness	<b>Lunch</b>	<b>Staff Member 2:</b> Brain Fitness
	<b>Staff Member 6:</b> Competency Education	<b>Staff Member 4:</b> Court Activity	<b>Staff Member 4:</b> Competency Education	<b>Staff Member 4:</b> My Life, My Choice
	<b>Staff Member 2:</b> Table Games	<b>Individual Contacts</b>	<b>Staff Member 7:</b> Working with Your Attorney	<b>Individual Contacts</b>
	<b>Staff Member 5:</b> Trivia Challenge		<b>Individual Contacts</b>	<b>Individual Contacts</b>
	<b>Individual Contacts</b>	<b>Chaplain:</b> Bible Study	<b>Individual Contacts</b>	<b>Individual Contacts</b>
				<b>Staff Member 5:</b> Outdoor Activity
				<b>JBCT Cinema</b>

4. JAIL BASED COMPETENCY TREATMENT STAFFING

MODEL:

Number of Beds	8 to 10 Beds
Treatment Team Staffing*	Program Director/Psychologist• - 1.0 Psychiatrist — 0.4 Mental Health Clinician — 1.0 Com etenc Trainer— 1.0
Administrative Staff*	Administrative Assistant- 1.0
Custodial Staff*	De ut - 1.0
*Number of ositions reflect full-time e uivalent FTE values	