

THE BOARD OF SUPERVISORS OF THE COUNTY OF STANISLAUS
BOARD ACTION SUMMARY

DEPT: Sheriff

BOARD AGENDA #: B-7

AGENDA DATE: December 5, 2017

SUBJECT:

Approval for the Stanislaus County Sheriff's Department to Contract with the California Department of State Hospitals and California Forensic Medical Group for the Creation of a Jail Based Competency Treatment Program

BOARD ACTION AS FOLLOWS:

No. 2017-686

On motion of Supervisor Monteith, Seconded by Supervisor DeMartini
and approved by the following vote,

Ayes: Supervisors: Olsen, Withrow, Monteith, DeMartini, and Chairman Chiesa

Noes: Supervisors: None

Excused or Absent: Supervisors: None

Abstaining: Supervisor: None

1) Approved as recommended


2) Denied

3) Approved as amended

4) Other:

MOTION:

ATTEST:


ELIZABETH A. KING, Clerk of the Board of Supervisors

File No.

**THE BOARD OF SUPERVISORS OF THE COUNTY OF STANISLAUS
AGENDA ITEM**

DEPT: Sheriff BOARD AGENDA #: B-7
Urgent Routine

AGENDA DATE: December 5, 2017

CEO CONCURRENCE: *[Signature]* *[Signature]* 4/5 Vote Required: Yes No

SUBJECT:

Approval for the Stanislaus County Sheriff's Department to Contract with the California Department of State Hospitals and California Forensic Medical Group for the Creation of a Jail Based Competency Treatment Program

STAFF RECOMMENDATIONS:

1. Approve the Agreement between the County of Stanislaus Sheriff's Department and California Forensic Medical Group (CFMG), Inc. for Competency Treatment Services.
2. Approve the Agreement between the County of Stanislaus Sheriff's Department and the California Department of State Hospitals (DSH) for a Jail Based Competency Treatment (JBCT) program.
3. Authorize the Sheriff or his designee to sign both agreements and any other forms as required.
4. Authorize the Auditor – Controller to increase appropriations and estimated revenue in the amount of \$612,646 in the Adult Detention Expansion Legal Budget Unit, per the attached budget journal.
5. Amend the Salary and Position Allocation Resolution to restore two (2) unfunded Deputy Sheriff positions assigned to the Sheriff's Department and reclassify them to Deputy Sheriff-Custodial effective the first pay period following Board of Supervisors approval.
6. Adopt a resolution as required by the State in order to contract with the California Department of State Hospitals.

DISCUSSION:

The Stanislaus County inmate population currently includes a group of inmates that were found incompetent to stand trial (IST) during their preliminary court hearings. Currently, the Public Safety Center is housing 35 of these inmates which are felons.

When an inmate is determined to be IST pursuant to California Penal Code Section 1370, the inmate has historically been sent to be treated through the California Department of State Hospitals (DSH). There, the goal is for the inmate to be brought to competency so the inmate is able to proceed with their court trial. Wait times to secure bed space can be up to 12 months and restoration times can be 30-90 days long.

Approval for the Stanislaus County Sheriff's Department to Contract with the California Department of State Hospitals and California Forensic Medical Group for the Creation of a Jail Based Competency Treatment Program

Due to a lack of available bed space at the state hospitals as well as an increasing number of wait listed offenders deemed Incompetent to Stand Trial (IST) who are awaiting treatment, DSH has provided an opportunity to partner with eligible and interested counties to establish Jail Based Competency Treatment (JBCT) programs. The program can be operated regionally, accepting inmates from surrounding counties, or just County specific.

The JBCT program allows inmates to receive the same restoration to competency treatment that is provided by state hospitals, but without having to be transported to a state hospital. The program allows for expedited treatment as defendants can immediately begin receiving treatment upon the receipt of a court order. Once treatment has begun, the average length spent in the program, prior to competency restoration, is 90 days. The program will result in a decreased amount of time that court proceedings are suspended for the inmate, which could reduce the amount of time individuals remain incarcerated.

The Sheriff's Department has a significant need to partner with DSH for a JBCT program. During the waiting period to be moved to a state hospital, most IST inmates refuse to take prescribed medications and are left untreated until they are transported to the state hospital. Non-compliant inmates pose a custody challenge to not only themselves, but the staff responsible for ensuring their well-being. It is essential that these inmates receive the care needed as soon as possible. Establishing a JBCT program in Stanislaus County will allow the Department the opportunity to provide such care. This will result in reduced time the offenders go untreated, it will provide a speedier trial, and will reduce the growing backlog of inmates that are waiting to be treated.

County staff from the Sheriff's Office, County Counsel and the Chief Executive Office have been working with the DSH and the California Forensic Medical Group (CFMG) since May 2017 to design a JBCT program that can occur on-site at the Public Safety Center. The program would operate as County specific during the initial contract term. Medical services for the JBCT program will be performed by CFMG. CFMG is the County's inmate health care service provider and will add additional staff to meet program service levels. The Public Safety Center has identified the unit where these inmates will be housed. This program will start with 12 beds, which will fulfill the contract minimum of nine beds but allow for more beds if needed. There is additional space at the Detention facility for an increased number of beds should the program need to be expanded in the future. Should that need arise, the department will plan to return to the Board with an updated plan.

The following shows the DSH approved staffing levels necessary in order to support a successful JBCT program in Stanislaus County:

CFMG Positions	FTE	Sheriff Positions	FTE
Program Director	0.5	Deputy Sheriff-Custodial	2.0
Psychiatrist	0.2		2.0
Psychologist	0.6		
Mental Health Clinician	1.0		
Competency Training	1.0		
Administrative Assistant	1.0		
	<u>4.3</u>		

Approval for the Stanislaus County Sheriff's Department to Contract with the California Department of State Hospitals and California Forensic Medical Group for the Creation of a Jail Based Competency Treatment Program

POLICY ISSUE:

Any changes to the Salary and Position Allocation Resolution as well as increasing appropriations must be approved by the Board of Supervisors. Pursuant to county policy, all contracts over \$100,000 require Board of Supervisors approval.

FISCAL IMPACT:

The proposed revenue agreement with the DSH is for \$3,404,350 from January 1, 2018 through December 31, 2019, with the option to extend the agreement for three additional terms of up to one year each at the same rate.

The proposed agreement with CFMG is \$1,911,134, which includes \$49,150 in one-time costs, from January 1, 2018 through December 31, 2019. The revenue received from the agreement with the DSH will be used to pay for CFMG's contract costs.

Revenue received from the agreement with DSH will also pay for two Sheriff Deputies at an annual estimated cost of \$197,000, or \$394,000 over the two year period. Operational costs of the detention facility are calculated using a Daily Jail Rate of \$101.85 per day and will be covered with revenue received from the DSH revenue agreement. The revenue generated by the Daily Jail Rate represents an offset to the general fund and is estimated to be up to \$446,000 annually, or \$892,000 over the initial two year program period.

Current projections show that the initial contract could produce excess revenue over what may be needed to cover initial program costs. The Department would like to retain excess funds collected as a contingency for the future. Excess revenues are anticipated to potentially occur in this initial 24-month contract. The Department will work with the Auditor's Office to come up with an accounting plan to hold the excess revenue that results from this program. The Chief Executive Office will provide support to reflect the excess revenue as assigned fund balance.

Fiscal Year 2017-2018 costs related to the CFMG services for this program are estimated to be \$514,646. Costs for two Sheriff Deputy-Custodial staff are estimated to be \$98,000 in Fiscal Year 2017-2018. For Fiscal Year 2017-2018, an increase in appropriations and estimated revenue in the amount of \$612,646 will be added to the Adult Detention Expansion Legal Budget Unit and will be funded by the revenue received through the DSH revenue agreement.

BOARD OF SUPERVISORS' PRIORITY:

The recommended actions to support a Jail Based Competency Treatment program support the Board of Supervisors' priorities of A Safe Community, Effective Partnerships and A Healthy Community.

STAFFING IMPACT:

It is recommended to restore two (2) Deputy Sheriff Positions from the vacant unfunded list and reclassify them to Deputy Sheriff – Custodial positions to be effective the first pay period

Approval for the Stanislaus County Sheriff's Department to Contract with the California Department of State Hospitals and California Forensic Medical Group for the Creation of a Jail Based Competency Treatment Program

following Board approval. The positions will be transferred from Detention to the Adult Detention Expansion legal budget unit. These positions will supervise the inmates that are being treated in the JBCT program.

CONTACT PERSON:

Adam Christianson, Sheriff – Coroner, telephone (209) 525-7015

ATTACHMENT(S):

Attachment 1 - Resolution

Attachment 2 – Budget Journal

Attachment 3 – Agreement with California Department of State Hospitals

Attachment 4 – Agreement with California Forensic Medical Group

Attachment 1

THE BOARD OF SUPERVISORS OF THE COUNTY OF STANISLAUS
STATE OF CALIFORNIA

Date: December 5, 2017

2017-686

On motion of Supervisor Monteith Seconded by Supervisor DeMartini
and approved by the following vote,

Ayes: Supervisors: Olsen, Withrow, Monteith, DeMartini, and Chairman Chiesa

Noes: Supervisors: None

Excused or Absent: Supervisors: None

Abstaining: Supervisor: None

THE FOLLOWING RESOLUTION WAS ADOPTED: Item # B-7

**RESOLUTION FOR CONTRACT WITH CALIFORNIA DEPARTMENT OF STATE HOSPITALS FOR
THE JAIL BASED COMPETENCY TREATMENT PROGRAM AT THE SHERIFF'S OFFICE**

WHEREAS, the Stanislaus County Sheriff's Department is seeking to establish a Jail Based Competency Treatment program for inmates who are found incompetent to stand trial; and,

WHEREAS, the California Department of State Hospitals will contract with the Stanislaus County Sheriff's Department for the period of January 1, 2018 through December 31, 2019 with a maximum reimbursement amount of \$3,404,350; and,

NOW, THEREFORE, BE IT RESOLVED that the Sheriff of Stanislaus County is hereby authorized on behalf of the Board of Supervisors to enter into an agreement with the Department of State Hospitals and sign all related documents, including any amendments thereof, and all related contracts.

ATTEST: **ELIZABETH A. KING, Clerk**
Stanislaus County Board of Supervisors,
State of California



File No.

Attachment 2

Database
Balance Type
Data Access Set

FMSDBPRD.CO.STANISLAUS.CA.US.PROD
Budget
County of Stanislaus

DO NOT CHANGE
DO NOT CHANGE
DO NOT CHANGE

Ledger
Budget
Category
Source
Currency
Period
Batch Name
Journal Name
Journal Description
Journal Reference
Organization
Chart Of Accounts

* List - Text County of Stanislaus
List - Text LEGAL BUDGET
* List - Text Budget - Upload
* List - Text SO BF
* List - Text USD
List - Text DEC-17
Text
Text SO JV1718-02 Budget
Text JBCT Program Jan-Jun 2018
Text
List - Text Stanislaus Budget Org
Accounting Flexfield

DO NOT CHANGE
DO NOT CHANGE
DO NOT CHANGE

DO NOT CHANGE
ENTER AS MMM-YY (ALL CAPS FOR MMM) EX: NOV-11

DO NOT CHANGE
DO NOT CHANGE

Upl	Fund (4 char)	Org (7 char)	Account (5 char)	GL Project (7 char)	Location (6 char)	Misc (6 char)	Other (5 char)	Debit incr appropriations decr est revenue * Number	Credit decr appropriations incr est revenue * Number	Line Description Text
		0100	0028401	50000	0000000	000000	000000	00000	98000	Incr Salaries
		0100	0028401	63280	0000000	000000	000000	00000	514646	Incr Contracts
		0100	0028401	25000	0000000	000000	000000	00000	612646	Incr State-Other

Totals: 612646 612646

Tip: This is not the end of the Template. Unprotect the sheet and insert as many rows as needed.

Explanation:

Increase Revenue and Expenditure Appropriations in Sheriff's Adult Expansion LBU for 2 Deputy Sheriff-Custodial positions and a contract with CFMG for JBCT Program Expenses for January - June 2018 - Funded by State DSH contract

Requesting Department Brooke Freeman	CEO <i>[Signature]</i>	Date Entry	Auditors Office Only
Prepared by 11/15/2017	Supervisor's Approval 11/20/17	Keyed by	Prepared By 11/22/17
Date	Date	Date	Date

Attachment 3

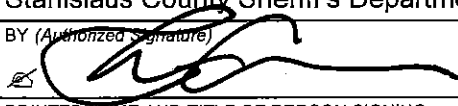

FULLY EXECUTED

AGREEMENT NUMBER 17-78015-000
REGISTRATION NUMBER

- This Agreement is entered into between the State Agency and the Contractor named below:
 STATE AGENCY'S NAME
Department of State Hospitals
 CONTRACTOR'S NAME
Stanislaus County Sheriff's Department
- The term of this Agreement is: **January 1, 2018 or upon DGS approval, whichever is later, through December 31, 2019**
- The maximum of this Agreement is: **\$3,404,350.00**
Three Million Four Hundred Four Thousand Three Hundred Fifty Dollars and Zero Cents
- 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.

Exhibit A – Scope of Work	6 pages
Exhibit A-1 – Program Elements	8 pages
Exhibit B – Budget Detail and Payment Provisions	2 pages
Exhibit B-1 – Sample Invoice	1 page
Exhibit C – General Terms and Conditions	4 pages
Exhibit D - Special Terms and Conditions	8 pages
Exhibit E – Confidentiality and Information Security Provisions	7 pages

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.

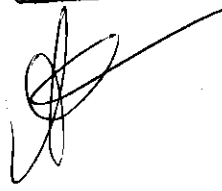
CONTRACTOR	
CONTRACTOR'S NAME (if other than an individual, state whether a corporation, partnership, etc.) Stanislaus County Sheriff's Department	
BY (Authorized Signature) 	DATE SIGNED (Do not type) 12/8/17
PRINTED NAME AND TITLE OF PERSON SIGNING Adam Christianson, Sheriff-Coroner	
ADDRESS 250 E. Hackett Road Modesto, CA 95358	
STATE OF CALIFORNIA	
AGENCY NAME Department of State Hospitals	
BY (Authorized Signature) 	DATE SIGNED (Do not type) 12/15/17
PRINTED NAME AND TITLE OF PERSON SIGNING Nicole Hicks, Chief, Business Management Branch	
ADDRESS 1600 9th Street, Room 101, Sacramento, CA 95814	

California Department of General Services Use Only

APPROVED

DEC 28 2017

OFFICE OF LEGAL SERVICES
DEPT. OF GENERAL SERVICES



Exempt per:

DSH USE ONLY

State Master
 Contractor
 Contract Manager
 Accounting
 State Controller

APPROVED AS TO FORM:
 STANISLAUS COUNTY COUNSEL

BY 

EXHIBIT A
SCOPE OF WORK

1. CONTRACTED PARTIES:

A. The Stanislaus County Sheriff's Department, and/or their authorized designee, hereafter referred to in the combined as Contractor, agrees to provide services (as defined in Section 7) to the Department of State Hospitals (DSH) pursuant to the terms and conditions of the Agreement.

2. SERVICE LOCATION:

A. The services shall be performed at the Stanislaus County Public Safety Center (PSC), 200 Hackett Road, Modesto, California.

3. SERVICE HOURS:

A. The services shall be provided 24 hours per day, 7 days per week, including all state holidays.

4. PROJECT REPRESENTATIVES:

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

Contract Managers:

Department of State Hospitals		Stanislaus County Sheriff's Department	
Section/Unit: Forensic Services Division		Section/Unit: Public Safety Center	
Attention: Melanie Scott, Assistant Chief Psychologist		Attention: Lt. Frank Martinez	
Address: 1600 9 th Street, Room 410 Sacramento, CA 95814		Address: 200 Hackett Road Modesto, CA 95358	
Phone: 916-616-5703	Fax: 916-651-1168	Phone: 209-525-5630	Fax: 209-567-4444
Email: melanie.scott@dsh.ca.gov		Email: frmartinez@stanislaussheriff.com	

Contacts (all inquiries including emergencies, should be directed to):

Department of State Hospitals		Stanislaus County Sheriff's Department	
Section/Unit: Forensic Services Division		Section/Unit: Public Safety Center	
Attention: Sarah Turner, Program Analyst		Attention: Lt. Frank Martinez	
Address: 1600 9 th Street, Room 410 Sacramento, CA 95814		Address: 200 Hackett Road Modesto, CA 95358	
Phone: 916-651-5599	Fax: 916-651-1168	Phone: 209-525-5630	Fax: 209-567-4444
Email: sarah.turner@dsh.ca.gov		Email: frmartinez@stanislaussheriff.com	

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 IMPLEMENTATION FUNDS:

- A. The DSH shall make a one-time payment for the initial program implementation costs actually incurred under this Agreement. The implementation costs shall include, but are not limited to:
- i. Initial setup of patient rooms as well as treatment and office space;
 - ii. Initial administrative operating expenses and equipment;
 - iii. Development of an operational clinical Policy and Procedure Manual;
 - iv. Orientation and training time for new staff on clinical operations, policies, and procedures.

6. SUMMARY OF WORK TO BE PERFORMED:

- A. Contractor shall provide access to portions of its PSC for the purposes of administering a Jail Based Competency Treatment (JBCT) program for the provision of restoration of competency treatment services for male individuals, hereinafter referred to as "Patient Inmates," found by the courts to be Incompetent to Stand Trial (IST). Contractor shall provide restoration of competency treatment services to IST Patient Inmates participating in the JBCT program.

7. CONTRACTOR RESPONSIBILITIES:

- A. Contractor shall designate an area within the PSC dedicated to the administration of a JBCT program and provide restoration of competency treatment services that, either directly or through contract, may restore competency for incarcerated IST Patient Inmates.
- B. In providing restoration of competency treatment services, Contractor shall adhere to the program outlines contained in the Exhibit A-1, Program Elements.
- C. Contractor shall ensure that a preliminary evaluation of each potential JBCT Patient Inmate is conducted through, at a minimum, a review of the medical and mental health records of each prospective Patient Inmate, prior to admission into the JBCT program. Contractor shall provide the Central Valley Regional Conditional Release Program (CONREP) with a written report as to placement within the JBCT program within 10 judicial days of the court's order for placement evaluation.
- i. Contractor shall ensure that priority for admissions to the JBCT program shall be based on commitment date unless the order of admission needs to be changed due to bed availability at the JBCT program, the psychiatric acuity of the individual indicates the need for priority admission to the JBCT program, whether the medical needs of the individual can presently be clinically accommodated by the JBCT program, the transportation ability or timing of the committing county to the JBCT program, or the committing county's inability to transport the committed individual for any other reason. In the event that multiple IST felony 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 program, Contractor shall ensure that a more thorough assessment is conducted as indicated in Exhibit A-1, Program Elements.
 - iii. Admission into the JBCT program shall be exclusively limited to those Patient Inmates who are incarcerated in one of Contractor's Adult Detention Facilities at the time of admission.

- D. Contractor shall provide a minimum of nine beds to Patient Inmates located in the JBCT designated area.

Contractor shall be paid in full for the minimum nine (9) beds (**Allocated Beds**) at the per diem rate upon the first male 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. No payment shall be made for Patient Inmates who are in the **Non-Allocated Beds** for partial days.

- E. Patient Inmates housed at the PSC 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 PSC.

- G. Contractor agrees to consult with the DSH Contract Manager when practicable regarding the removal of a Patient Inmate from the JBCT program. Should Contractor determine, based on clinical considerations, patient history, or other factors, that a current or potential Patient Inmate is, or likely shall be, violent and a significant danger to others participating in the JBCT program, or disruptive to the point of interfering with other Patient Inmates' treatment programming, Contractor shall inform the DSH Contract Manager immediately in writing, and by phone. Contractor agrees that the decision to remove such a Patient Inmate from the JBCT program is at the sole discretion of the DSH, and the DSH shall not unreasonably withhold such permission. If a Patient Inmate is removed from the JBCT program, the DSH shall arrange to have said Patient Inmate admitted to a State Hospital or other JBCT program as soon as possible in the order of admission that reflects the individual's original commitment date to the DSH.

- H. Notwithstanding Sections F and G, Contractor shall make every reasonable effort to ensure that the contracted nine **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. By mutual agreement, in writing, and at the request of the DSH, Contractor may admit Patient Inmates into the JBCT program above the nine **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 PSC, including the Prison Rape Elimination Act.

- J. Contractor's custody staff assigned to the JBCT program during programming hours 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 with the full range of Routine Medical Care available to other inmates of the PSC and is financially responsible for such care. Contractor agrees that the cost of all Routine Medical Care is included in the per diem rate charged to the DSH.

- ii. For the purposes of this Agreement, Routine Medical Care shall be defined as all medical, dental, and mental health care, as well as the cost of medical supplies, any prescription medications which are provided to Patient Inmates, and restoration of competency treatment services which are provided by the PSC to Patient Inmates, including prescribed psychotropic medications.
 - iii. For the purposes of this Agreement, Non-Routine Medical Care shall be defined as major medical operations or surgeries (such as heart transplants), continuation of experimental medication, services that cannot be provided onsite at the PSC, dialysis services, whether onsite or otherwise, and emergency 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 Contract Manager directly for the full cost of care provided. Should the DSH elect to require Contractor to provide the Non-Routine Medical Care, Contractor shall ensure that the Patient Inmates is provided care at a facility designated by the DSH Contract Manager, in accordance with the preferences of the committing county.
 - v. In the event of an emergency, 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 Contract Manager directly for the full cost of care provided. 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 a patient is stable enough for transfer, is transferred to such a facility.
- 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 the 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 of the plans and specifications and any such law above referred to, then Contractor shall immediately notify the state in writing.
- Q. Unless otherwise specified, this Agreement may be canceled at any time by Contractor, in writing, with 50 days advance notice. The DSH may terminate the 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.

8. DSH RESPONSIBILITIES:

- A. Rights of the DSH to Perform Quality Assurance and Financial Audits/Reviews
 - i. The DSH may routinely evaluate the work performance of Contractor, Contractor's personnel, subcontractors, or other parties associated with Contractor to determine if the DSH standards and departmental policies and procedures are being maintained. If it is found that any party fails to perform or is physically or mentally incapable of providing services as required by the Agreement, then that party shall not perform services for the DSH.
 - ii. The DSH may monitor and evaluate services provided in fulfillment of the requirements of this Agreement, as detailed in Exhibit A. Such monitoring and evaluation may occur on a regular cycle or as deemed necessary by the DSH Contract Manager. The DSH retains sole and absolute discretion in determining any such evaluation schedule.
 - iii. Inspections may be conducted by the DSH staff at various times during the Agreement term to check on the quality of work. Payment shall not be provided for services deemed unacceptable by the DSH Contract Manager and/or their designee.
 - iv. The DSH may audit and examine Contractor's records and accounts which pertain, directly or indirectly, to services performed under this Agreement. The DSH may hire third parties to perform the audit and examination, including but not limited to, accountants, consultants, or service providers in the applicable field. Contractor shall cooperate fully with the audits and examinations.
 - 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 three additional terms of up to one year 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-1
PROGRAM ELEMENTS

1. PROGRAM ELEMENTS:

- A. Contractor shall coordinate with the committing court to ensure the following documents are provided by the court for all Patient Inmates upon admission, including but not limited to:
- i. The commitment order, including a specification of the charges;
 - ii. A computation or statement setting forth the maximum term of commitment;
 - iii. A computation or statement setting forth the amount of credit for time served, if any, to be deducted from the maximum term of commitment;
 - iv. State summary criminal history information;
 - v. Any arrest reports prepared by the police department or other law enforcement agency;
 - vi. Any court ordered psychiatric examination or evaluation reports;
 - vii. The community program director's placement recommendation report; and
 - viii. Records of any findings of prior mental incompetence.
- B. Psychological Assessment Protocol
- i. Contractor shall administer a battery of individualized psychological assessments and testing upon admission. Standardized psychological tests shall be utilized to complete a preliminary assessment of the Patient Inmate's current functioning, likelihood of malingering, and current competency to stand trial. Impediments to trial competency will be ascertained through the use of preliminary assessment instruments, including but not limited to:
 - 1) Clinical Interview. The psychologist shall obtain information pertaining to the Patient Inmate's psychosocial, psychiatric, legal history and barriers to competency. *The Mental Status Exam (MSE)* shall also be included in the interview;
 - 2) Assessment of Malingering. *Miller Forensic Assessment of Symptoms (M-FAST)*;
 - 3) Assessment of Trial Competence. *Georgia Court Competency Test (GCCT)*, and the *Evaluation of Competency to Stand Trial-Revised (ECST-R)* and/or the *Competency Assessment Instrument-H*; and
 - 4) Severity of Psychiatric Symptoms. *Brief Psychiatric Rating Scale (BPRS)*.
 - ii. Contractor shall complete additional malingering-specific tests, integrating additional observable data reported by various disciplines on a 24/7 basis if preliminary assessment suggests presence of malingering. If the screening instruments conducted 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 (SIRS2)* malingering;
 - 2) *Test of Memory Malingering (TOMM)* malingering;
 - 3) *Georgia Atypical Presentation (GAP)* malingering;
 - 4) *Structured Inventory of Malingered Symptoms (SIMS)*; and
 - 5) *Inventory of Legal Knowledge (ILK)*.
 - iii. Contractor may administer further cognitive functioning tests based on the specific cognitive deficit identified during the preliminary assessment. If the screening instruments 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)* cognitive deficits;
 - 2) *Wide Range Achievement Test 4 (WRAT4)* cognitive deficits/functioning;
 - 3) *Mac Arthur Competency Assessment Tool-Criminal Adjudication (MacCAT-CA)*;
 - 4) *CAST-MR Competency Assessment for Standing Trail for Defendants with Mental Retardation*.
- iv. Contractor may administer additional instruments assessing personality and neuropsychiatric symptoms to complete further assessment of psychological functioning, including but not limited to:
- 1) *Personality Assessment Inventory (PAI)* psychological functioning.
- v. Contractor shall conduct follow-up assessments of the Patient Inmate's current competency to stand trial at 30-day intervals or more frequently as needed using any of the following, including but not limited to:
- 1) *Georgia Court Competency Test (GCCT)*;
 - 2) *Evaluation of Competency to Stand Trial-Revised (ECST-R)*;
 - 3) *Revised Competency to Stand Trial Assessment Instrument (R-CAI)*; and
 - 4) *Competency Assessment Test (CAT)*.
- vi. The assessment shall ascertain if competence is likely and medical issues would not pose a barrier to treatment. If bio-psychosocial issues contraindicate fast-track jail treatment, Contractor shall refer the Patient Inmates to the State Hospital for treatment.
- 1) At the discretion of the DSH Contract Manager, and if requested in writing, Contractor shall review and agree upon new Patient Inmates being forwarded for admission and/or retention into the JBCT Program, which may contraindicate fast-track jail treatment.

C. Individualized Treatment Program

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

their treatment interventions are working, and whether additional treatment elements need to be incorporated into Patient Inmates' treatment plans.

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

- i. Contractor shall provide educational materials presented in multiple learning formats by multiple staff to each Patient Inmate, e.g., a simple lecture format may be replaced with learning experiences involving discussion, reading, video, and experiential methods of instruction, such as role-playing or mock trial.
- ii. Contractor shall address the following elements in the education modalities of the trial 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 Contender 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 trial competence with additional exposure to the educational material.

E. Medication Administration and Consent

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

F. Suicide Prevention/Adverse Events

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

G. Data Deliverables

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

Category	Field Name	Description
PATIENT DATA	Admission Date	Date and time name of patient
	Case Number	Case assigned case number for each individual case case. It can include initials and numbers.
	Booking Number	Number that County will assign to an individual case (optional)
	Gender	Male or Female
	Date of Birth	Individual's age can be determined using this date
	Ethnicity	Type of ancestry that has a common historical or cultural tradition. Categories include: African American/Black, American Indian/Alaska Native, Asian, Native Hawaiian/Other Pacific Islander, Hispanic, Other
	Language Spoken	Type of language spoken
	Insurance Services (IHS/MS/MS)	What insurance services utilized? Yes or No
	Referring Agency	Agency of referral and/or involvement
	Complaint Date	Date of Complaint
	Police Received Date	Date Police Received (including court/corrections required documentation)
	Police Completed Date	Date Police completed (including all completed required documentation)
	Reason for Booking/Booking Status	Provide a brief report why the date of admission
	Screening Evaluation Completed Date	Date Screening Evaluation was completed
	Screening Outcome	Outcome results of patient screening. Accepted or Rejected
MEDICAL DATA	Reason for Screening Rejection	Reason regarding reason for screening rejection. Reason(s) include: Not Rec, Inadmissible, Refused to Participate, Higher Level of Care, Other
	Approved	Yes or No
	Target: Onset to Transfer Status	Onset to Transfer Status (Yes or No)
	Target: Transfer Status	Transfer Status (Yes or No)
	Admission Date	Date of Admission
	Medication Order (MS/MS)	Is there a medication order? Yes or No
	MS Effective Date	Date MS was effective on, this is the date as their MS was implemented
	Medication Adherence	Adherence (Fully Adherent, Partially Adherent, Not Adherent)
	Fully Adherent	Taking less than 80% of medications prescribed by Physician, but not refusing all taking
	Partially Adherent	Taking less than 80% of medications prescribed by Physician, but not refusing all taking
	Not Adherent	Refusing of medications prescribed by Physician
	MS Received (MS/MS)	Was medication medication administered to patient? Yes or No
	Date First MS Administered	Date of medication medication administered
	Department of State Hospital (DSH)	Facility believed that the individual has required supervision
	Reason for Discharge/Transfer	Reason for discharge/transfer
Date Referred to DSH for Transfer	Date Referred to DSH for Transfer	
Discharge/Transfer Location	Location where patient will be discharged to. (Self, Homecare, Inpatient, Outpatient, Other - Must specify facility with specific location)	
Reason for delayed Discharge	Provide a brief report why the date of discharge	
MSN Certificate Submitted to Court	Date that MSN Certificate was submitted to Court	
Primary Diagnosis at Admission	Primary primary diagnosis at time of admission	
Diagnosis at Discharge	Primary primary diagnosis at time of discharge	
Diagnosis at Adjudication? (MS/MS)	Did the patient have a Medically-Legal Diagnosis at any point during their stay in DSH? Yes or No	
Notes	Use this section to include any additional notes, special problems, symptoms & treatment information on patient, etc	
COURT DATA	Booking Number	Number that County will assign to an individual
	Case Number	Case Number assigned by the Court
	Case Name	Last name of defendant
	Case Number	Case number of defendant
	Date of Order	Date of Misdemeanor Order (The Misdemeanor Order orders the placement of the defendant in the County Jail)
	County Report Date Date	Date date submitted to the Misdemeanor Order that the report is due to County (This is the date of the report)
	Enrollment Date	Date of enrollment that is assigned to the case
	Police Received	Date when to the Court's legal system. (includes Misdemeanor Order, completed documentation, police report, MS/MS, etc.)
	Police Received Date	Date police received in response to jail medical request
	Police Received Date	Date police received in response to jail medical request
	Case Disposition Date (if currently incarcerated)	Date disposition case was returned to the Court
	Date Report Submitted	Date report submitted to Court
	Medical Recommendation	Medical recommendation from treatment individual report
	Court Recommendation	Recommendation to the Court. (This may differ from the provider's recommendation.)
	Date COMEDP is effective	Date COMEDP was certified
Name of COMEDP Staff Member	Name of COMEDP staff that submitted and sent to	
Comments	This is where you can include the results of the COMEDP	
Other Case Numbers	Additional case numbers used by the court for the same case	

- ii. Contractor shall submit daily census reports to the DSH for the first 90 days upon the first Patient Inmate admission, unless otherwise requested by the DSH.
- iii. Contractor shall submit a summary performance report within 30 days of the end of the contract term, to include but not be limited to, the information stated above and:
 - 1) The total number of individuals restored to competency;
 - 2) The average number of days between program admission and discharge;
 - 3) The total cost of the program by budget category: personnel, operating expenses, administrative expense, custody and housing, and other direct operating costs as well as overall cost per Patient Inmate treated and the costs for those found to be malingering;
 - 4) The cost per cycle of treatment;
 - 5) A description of all implementation challenges; and
 - 6) Special incident reports and notification to the DSH of emergencies.

H. Reporting Requirements

- i. Contractor shall submit a written recommendation to the court that made the commitment and the DSH Contract Manager, as to whether the Patient Inmates should be required to be committed to a State Hospital or to any other treatment facility within 15 judicial days of the court order.
- ii. 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.
- iii. 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.
- 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 trial 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 trial competency treatment, etc.

- C. Contractor shall provide individual treatment per day to each Patient Inmate. Individual sessions should be used to check-in with patient and/or discuss key legal elements of the individual's case that may be too sensitive for group discussion. Specific trial competency issues can best be addressed individually, e.g., a Patient Inmate understands court proceedings but struggles to apply the knowledge to his/her individual case.
- D. Contractor's psychiatrist shall see each Patient Inmate weekly. A psychiatric assessment is a component of the admission process, and more frequent appointments shall be available as needed.
- E. Together on a weekly basis, the multi-disciplinary treatment team shall review:
 - i. Progress of all Patient Inmates admitted within 30 days;
 - ii. At subsequent 14-day intervals thereafter; and
 - iii. When a Patient Inmate is under consideration for discharge. The multi-disciplinary treatment team shall be responsible for providing the committing court progress reports pursuant to Penal Code section 1370 subdivision (b)(1).

3. SAMPLE JAIL BASED COMPETENCY TREATMENT GROUP THERAPY SCHEDULE:

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

4. SAMPLE PROPOSED JAIL BASED COMPETENCY TREATMENT STAFFING MODEL:

Number of Beds	9 to 12 Beds
Treatment Team Staffing*	Program Director – 0.5 Psychiatrist – 0.2 Psychologist – 0.6 Mental Health Clinician – 1.0 Competency Trainer – 1.0
Administrative Staff*	Administrative Assistant – 1.0
Custodial Staff*	Deputy – 2.0
<i>*Number of positions reflect full-time equivalent (FTE) values</i>	

EXHIBIT B
BUDGET DETAIL AND PAYMENT PROVISIONS

1. INVOICING AND PAYMENT

- A. Invoices shall be submitted not more frequently than monthly in arrears.
- B. For services satisfactorily rendered, upon the first Patient Inmate admission and upon receipt and approval of invoices submitted as described herein, the DSH agrees to compensate Contractor in accordance with the rates specified in section 5, Budget Detail.
- C. Contractor shall submit a single invoice for any and all initial program implementation costs associated with and pertaining to the items in Exhibit A, Scope of Work, Section 5, "Program Implementation Funds" within 90 days of written notification from the DSH Contract Manager. The total initial program implementation costs invoiced shall not exceed **\$49,150.00**.
- D. The DSH is not responsible for services performed by Contractor outside of this agreement, or for services performed other than as outlined in Exhibit A, Scope of Work and Exhibit A-1, Program Elements.
- E. The DSH makes no guarantee, either written or implied, as to the actual amount of funds that will be expended under this Agreement.

2. INSTRUCTIONS TO THE CONTRACTOR:

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

Department of State Hospitals
Attention: Accounting Office
1600 Ninth Street, Room 141
Sacramento, CA 95814

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

3. BUDGET CONTINGENCY CLAUSE:

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

4. PROMPT PAYMENT CLAUSE:

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

5. BUDGET DETAIL:

- A. The maximum amount of this Agreement shall not exceed **\$3,404,350.00**.
- B. Upon contract execution as well as receipt and approval of the single submitted invoice, the DSH shall compensate Contractor one-time for program implementation costs that shall not exceed **\$49,150.00**.
- C. Upon the first Patient Inmate admission, the per diem rate shall be **\$400.00** per bed, totaling **\$3,600.00** per day for all nine **Allocated Beds**. Upon invoicing, Contractor shall clearly identify the number of days in the month that services were provided.
- D. The per diem rate for the **Non-Allocated Beds** shall be **\$400.00** per Patient Inmate, per each day of treatment. Upon invoicing, Contractor shall clearly identify the number of Patient Inmates multiplied by the number of actual treatment days in the month that services were provided.
- E. At the sole discretion of the DSH and for the purposes of accounting, the DSH may adjust the total proposed expenditure for each fiscal year as needed. In no event will this change the contract price for the services actually rendered.
- F. Contractor must submit all invoices within a reasonable time but, no later than 12 months from the date that services were provided. If Contractor fails to provide invoices within 12 months of the date services are rendered, the DSH may elect to reject the invoices for payment as untimely and Contractor will be deemed to have waived any right to payment of the late invoices.

**EXHIBIT B-1
SAMPLE INVOICE**

[Insert Contractor's Department company logo/address]

INVOICE

DATE	INVOICE #

Department of State Hospitals
 Attn: Accounting Office
 1600 9th Street, Room 141
 Sacramento, CA 95814

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

Allocated – Minimum 9 Beds				
Per Diem Rate*		Days in Treatment		Total for [insert month being invoiced]
\$3,600	X	[Insert number of days in the month being invoiced]	=	\$ _____

**Per Diem Rate of \$400.00 Per Bed*

Non-Allocated – Additional Beds <i>(list one Patient Inmate per row; insert additional rows as needed)</i>					
Daily Per Diem Rate		Total Patient Inmates		Days in Treatment	Total for [insert month being invoiced]
\$400	X	1	X	[Insert actual number of days in treatment for the month being invoiced]	= \$ _____
\$400	X	1	X	[Insert actual number of days in treatment for the month being invoiced]	= \$ _____

Invoice Total for [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]

EXHIBIT C
GENERAL TERMS AND CONDITIONS

1. **APPROVAL:** This Agreement is of no force or effect until signed by both parties and approved by the Department of General Services, if required. Contractor may not commence performance until such approval has been obtained.
2. **AMENDMENT:** No amendment or variation of the terms of this Agreement shall be valid unless made in writing, signed by the parties and approved as required. No oral understanding or Agreement not incorporated in the Agreement is binding on any of the parties.
3. **ASSIGNMENT:** This Agreement is not assignable by the Contractor, either in whole or in part, without the consent of the State in the form of a formal written amendment.
4. **AUDIT:** Contractor agrees that the awarding department, the Department of General Services, the Bureau of State Audits, or their designated representative shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement. Contractor agrees to maintain such records for possible audit for a minimum of three (3) years after final payment, unless a longer period of records retention is stipulated. Contractor agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, Contractor agrees to include a similar right of the State to audit records and interview staff in any subcontract related to performance of this Agreement. (Gov. Code §8546.7, Pub. Contract Code §10115 et seq., CCR Title 2, Section 1896).
5. ~~**INDEMNIFICATION:** Contractor agrees to indemnify, defend and save harmless the State, its officers, agents and employees from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, suppliers, laborers, and any other person, firm or corporation furnishing or supplying work services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by Contractor in the performance of this Agreement.~~
5. **INDEMNIFICATION:** *In the event the State Department of State Hospitals and a county jail treatment facility are determined to be comparatively at fault for any claim, action, loss, or damage which results from their respective obligations under such a contract, each shall indemnify the other to the extent of its comparative fault.*
6. **DISPUTES:** Contractor shall continue with the responsibilities under this Agreement during any dispute.
7. **TERMINATION FOR CAUSE:** The State may terminate this Agreement and be relieved of any payments should the Contractor fail to perform the requirements of this Agreement at the time and in the manner herein provided. In the event of such termination the State may proceed with the work in any manner deemed proper by the State. All costs to the State shall be deducted from any sum due the Contractor under this Agreement and the balance, if any, shall be paid to the Contractor upon demand.
8. **INDEPENDENT CONTRACTOR:** Contractor, and the agents and employees of Contractor, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of the State.

9. RECYCLING CERTIFICATION: The Contractor shall certify in writing under penalty of perjury, the minimum, if not exact, percentage of post consumer material as defined in the Public Contract Code Section 12200, in products, materials, goods, or supplies offered or sold to the State regardless of whether the product meets the requirements of Public Contract Code Section 12209. With respect to printer or duplication cartridges that comply with the requirements of Section 12156(e), the certification required by this subdivision shall specify that the cartridges so comply (Pub. Contract Code §12205).
10. NON-DISCRIMINATION CLAUSE: During the performance of this Agreement, Contractor and its subcontractors shall not deny the contract's benefits to any person on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status, nor shall they discriminate unlawfully against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status. Contractor shall insure that the evaluation and treatment of employees and applicants for employment are free of such discrimination. Contractor and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12900 et seq.), the regulations promulgated thereunder (Cal. Code Regs., tit. 2, §11000 et seq.), the provisions of Article 9.5, Chapter 1, Part 1, Division 3, Title 2 of the Government Code (Gov. Code §§11135-11139.5), and the regulations or standards adopted by the awarding state agency to implement such article. Contractor shall permit access by representatives of the Department of Fair Employment and Housing and the awarding state agency upon reasonable notice at any time during the normal business hours, but in no case less than 24 hours' notice, to such of its books, records, accounts, and all other sources of information and its facilities as said Department or Agency shall require to ascertain compliance with this clause. Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement. (See Cal. Code Regs., tit. 2, §11105.)

Contractor shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the Agreement.

11. CERTIFICATION CLAUSES: The CONTRACTOR CERTIFICATION CLAUSES contained in the document CCC 307 are hereby incorporated by reference and made a part of this Agreement by this reference as if attached hereto.
12. TIMELINESS: Time is of the essence in this Agreement.
13. COMPENSATION: The consideration to be paid Contractor, as provided herein, shall be in compensation for all of Contractor's expenses incurred in the performance hereof, including travel, per diem, and taxes, unless otherwise expressly so provided.
14. GOVERNING LAW: This contract is governed by and shall be interpreted in accordance with the laws of the State of California.

15. ANTITRUST CLAIMS: The Contractor by signing this agreement hereby certifies that if these services or goods are obtained by means of a competitive bid, the Contractor shall comply with the requirements of the Government Codes Sections set out below.
- a. The Government Code Chapter on Antitrust claims contains the following definitions:
 - 1) "Public purchase" means a purchase by means of competitive bids of goods, services, or materials by the State or any of its political subdivisions or public agencies on whose behalf the Attorney General may bring an action pursuant to subdivision (c) of Section 16750 of the Business and Professions Code.
 - 2) "Public purchasing body" means the State or the subdivision or agency making a public purchase. Government Code Section 4550.
 - b. In submitting a bid to a public purchasing body, the bidder offers and agrees that if the bid is accepted, it will assign to the purchasing body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by the bidder for sale to the purchasing body pursuant to the bid. Such assignment shall be made and become effective at the time the purchasing body tenders final payment to the bidder. Government Code Section 4552.
 - c. If an awarding body or public purchasing body receives, either through judgment or settlement, a monetary recovery for a cause of action assigned under this chapter, the assignor shall be entitled to receive reimbursement for actual legal costs incurred and may, upon demand, recover from the public body any portion of the recovery, including treble damages, attributable to overcharges that were paid by the assignor but were not paid by the public body as part of the bid price, less the expenses incurred in obtaining that portion of the recovery. Government Code Section 4553.
 - d. Upon demand in writing by the assignor, the assignee shall, within one year from such demand, reassign the cause of action assigned under this part if the assignor has been or may have been injured by the violation of law for which the cause of action arose and (a) the assignee has not been injured thereby, or (b) the assignee declines to file a court action for the cause of action. See Government Code Section 4554.
16. CHILD SUPPORT COMPLIANCE ACT: For any Agreement in excess of \$100,000, the contractor acknowledges in accordance with Public Contract Code 7110, that:
- a. The contractor recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with section 5200) of Part 5 of Division 9 of the Family Code; and
 - b. The contractor, to the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.

17. UNENFORCEABLE PROVISION: In the event that any provision of this Agreement is unenforceable or held to be unenforceable, then the parties agree that all other provisions of this Agreement have force and effect and shall not be affected thereby.
18. PRIORITY HIRING CONSIDERATIONS: If this Contract includes services in excess of \$200,000, the Contractor shall give priority consideration in filling vacancies in positions funded by the Contract to qualified recipients of aid under Welfare and Institutions Code Section 11200 in accordance with Pub. Contract Code §10353.
19. SMALL BUSINESS PARTICIPATION AND DVBE PARTICIPATION REPORTING REQUIREMENTS:
- a. If for this Contract Contractor made a commitment to achieve small business participation, then Contractor must within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) report to the awarding department the actual percentage of small business participation that was achieved. (Govt. Code § 14841.)
 - b. If for this Contract Contractor made a commitment to achieve disabled veteran business enterprise (DVBE) participation, then Contractor must within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) certify in a report to the awarding department: (1) the total amount the prime Contractor received under the Contract; (2) the name and address of the DVBE(s) that participated in the performance of the Contract; (3) the amount each DVBE received from the prime Contractor; (4) that all payments under the Contract have been made to the DVBE; and (5) the actual percentage of DVBE participation that was achieved. A person or entity that knowingly provides false information shall be subject to a civil penalty for each violation. (Mil. & Vets. Code § 999.5(d); Govt. Code § 14841.)

20. LOSS LEADER:

If this contract involves the furnishing of equipment, materials, or supplies then the following statement is incorporated: It is unlawful for any person engaged in business within this state to sell or use any article or product as a "loss leader" as defined in Section 17030 of the Business and Professions Code. (PCC 10344(e).)

EXHIBIT D
SPECIAL TERMS AND CONDITIONS

1. SUBCONTRACTS:

- A. Except for subcontracts identified in accordance with the solicitation, Contractor shall submit any subcontracts in connection with this Agreement to the DSH for its prior written approval. No work shall be subcontracted without the prior written approval of the DSH. Upon the termination of any subcontract, the DSH shall be notified immediately. Any subcontract shall include all the terms and conditions of this Agreement and its attachments.
- B. Nothing contained in this Agreement shall create any contractual relationship between the DSH and any subcontractors, and Contractor is solely responsible for payment of any and all fees, expenses, salaries and benefits of subcontractor. No subcontract shall relieve the Contractor of its responsibilities and obligations hereunder. The Contractor is fully responsible to the DSH for the acts and omissions of its subcontractors and of persons either directly or indirectly employed or acting as an agent by any of them. Contractor agrees to indemnify and hold the DSH harmless for any costs, losses or claims, including reasonable attorney fees, resulting from its subcontractors.

2. PUBLICATIONS AND REPORTS:

- A. The DSH reserves the right to use and reproduce all publications, reports, and data produced or delivered pursuant to this Agreement. The DSH further reserves the right to authorize others to use or reproduce such materials, provided the author of the report is acknowledged in any such use or reproduction.
- B. If the publication and/or report are prepared by non-employees of the DSH, and the total cost for such preparation exceeds \$5,000, the publication and/or report shall contain the numbers and dollar amounts of all agreements and subcontracts relating to the preparation of the publication and report in a separate section of the report (Government Code section 7550).

3. PROGRESS REPORTS:

- A. If progress reports are required by the Agreement, Contractor shall provide a progress report in writing, or orally if approved by the DSH Contract Manager, at least once a month to the DSH Contract Manager. This progress report shall include, but not be limited to; a statement that the Contractor is or is not on schedule, any pertinent reports, and any interim findings if applicable. Contractor shall cooperate with and shall be available to meet with the DSH to discuss any difficulties, or special problems, so that solutions or remedies can be developed as soon as possible.

4. PRESENTATION:

- A. Upon request, Contractor shall meet with the DSH to present any findings, conclusions, and recommendations required by the Agreement for approval. If set forth in the Agreement, Contractor shall submit a comprehensive final report for approval. Both the final meeting and the final report shall be completed on or before the date indicated in this Agreement.

5. DEPARTMENT OF STATE HOSPITALS STAFF:

- A. The DSH's staff shall be permitted to work side-by-side with Contractor's staff to the extent and under conditions as directed by the DSH Contract Manager. In this connection, the DSH's staff shall be given access to all data, working papers, etc., which Contractor seeks to utilize.

6. CONFIDENTIALITY OF DATA AND DOCUMENTS:

- A. Contractor 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. 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 Contractor to further disclose such information or documents on any other occasion except as otherwise provided in the Agreement or required by law.
- C. Contractor 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, Contractor's own personnel involved in the performance of this Agreement, or as required by law.
- D. If requested by the DSH, Contractor 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, Contractor 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, express 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.

7. PROVISIONS RELATING TO DATA:

- A. "Data" as used in this Agreement means recorded information, regardless of form or characteristics, of a scientific or technical nature. It may, for example, document research, experimental, developmental or engineering work; or be usable or be used to define a design or process; or support a premise or conclusion asserted in any deliverable document called for by this Agreement. The data may be graphic or pictorial delineations in media, such as drawings or photographs, charts, tables, mathematical modes, collections or extrapolations of data or information, etc. It may be in machine form, as punched cards, magnetic tape, computer printouts, or may be retained in computer memory.

- B. "Generated data" is that data, which a Contractor has collected, collated, recorded, deduced, read out or postulated for utilization in the performance of this Agreement. Any electronic data processing program, model or software system developed or substantially modified by the Contractor in the performance of this Agreement at the expense of the DSH, together with complete documentation thereof, shall be treated in the same manner as generated data.
- C. "Deliverable data" is that data which under terms of this Agreement is required to be delivered to the DSH. Such data shall be property of the State of California and the DSH.
- D. Prior to the expiration of any legally required retention period and before destroying any data, Contractor shall notify the DSH of any such contemplated action; and the DSH may within 30 days of said notification determine whether or not this data shall be further preserved. The DSH shall pay the expense of further preserving this data. The DSH shall have unrestricted reasonable access to the data that is preserved in accordance with this Agreement.
- E. Contractor shall use best efforts to furnish competent witnesses to testify in any court of law regarding data used in or generated under the performance of this Agreement.
- F. All financial, statistical, personal, technical and other data and information relating to the DSH's operation, which are designated confidential by the State or the DSH and made available to carry out the Agreement, or which become available to Contractor in order to carry out this Agreement, shall be protected by Contractor from unauthorized use and disclosure.
- G. If the DSH determines that the data and information are inadequately protected by Contractor or its subcontractors, the DSH shall provide notice of its determination and Contractor and/or its subcontractors shall improve the protections to the DSH's satisfaction which shall be evidenced by written approval of the protections implemented.

8. APPROVAL OF PRODUCT:

- A. Each product to be approved under this Agreement shall be approved by the Contract Manager. The DSH's determination as to satisfactory work shall be final, absent fraud or mistake.

9. SUBSTITUTIONS:

- A. Contractor's key personnel as indicated in its proposal may not be substituted without the Contract Manager's prior written approval.

10. NOTICE:

- A. Notice to either party shall be given by first class mail, by Federal Express, United Parcel Service or similar carrier, properly addressed, postage fully prepaid, to the address beneath the name of each respective party. Alternatively, notice may be given by personal delivery by any means whatsoever to the party and such notice shall be deemed effective when delivered.

11. WAIVER:

- A. All remedies afforded in this Agreement are cumulative; that is, in addition to every other remedy provided therein or by law. The failure of the DSH to enforce any provision of this Agreement, shall not waive its right to enforce the provision or any other provision of the Agreement.

12. GRATUITIES AND CONTINGENCY FEES:

- A. Contractor shall not provide gratuities to any officer or employee of the DSH or the State to secure an agreement or favorable treatment with respect to an agreement, the occurrence of which shall constitute a material breach of this Agreement. The DSH, by written notice to the Contractor, may terminate this Agreement with cause if it is found that gratuities were offered or given by the Contractor or any agent or representative of the Contractor to any officer or employee of the State or the DSH with a view toward securing an agreement or securing favorable treatment with respect to the awarding, amending, or performance of such agreement.
- B. In the event this Agreement is terminated as provided in the paragraph above, the DSH shall be entitled (a) to pursue the same remedies against Contractor as it could pursue in the event of the breach of the Agreement by the Contractor, and (b) as a predetermined amount of liquidated damages, Contractor shall pay an amount which shall not be less than three times the cost incurred by the Contractor in providing any such gratuities to any such officer or employee.
- C. The rights and remedies of the DSH provided in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.
- D. The Contractor warrants by execution of this Agreement that no person or selling agency has been employed or retained to solicit or secure this Agreement for a commission, percentage, brokerage or contingent fee, excepting bona fide employees of Contractor, for the purpose of securing business. For breach or violation of this warranty, the DSH shall, among other rights, have the right to rescind this Agreement without liability, paying only for the values of the work actually returned, or in its discretion to deduct from the Agreement price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

13. INTEGRATION CLAUSE:

- A. The parties agree that this Agreement, including only the State standard form 213 and all exhibits, constitute the entire agreement of the parties and no other understanding or communication, whether written or oral, shall be construed to be a part of this Agreement.

14. CAPTIONS:

- A. The clause headings appearing in this Agreement have been inserted for the purpose of convenience and ready reference. They do not purport to and shall not be deemed to define, limit or extend the scope or intent of the clauses to which they pertain.

15. PUBLIC HEARINGS:

- A. If public hearings on the subject matter dealt with in this Agreement are held within one year from the Agreement expiration date, Contractor shall make available to testify the personnel assigned to this Agreement at the hourly rates specified in the Contractor's proposed budget. The DSH shall reimburse Contractor for travel of said personnel at the Agreement, or if none, at State rates for such testimony as may be requested by the DSH.

16. FORCE MAJEURE:

- A. Neither the DSH nor the Contractor shall be deemed to be in default in the performance of the terms of this Agreement if either party is prevented from performing the terms of this Agreement by causes beyond its control, which shall include without being limited to: acts of God; interference, rulings or decision by municipal, Federal, State or other governmental agencies, boards or commissions; any laws and/or regulations of such municipal, State, Federal, or other governmental bodies; or any catastrophe resulting from flood, fire, explosion, earthquakes or other similar environmental causes beyond the control of the defaulting party. If any of the stated contingencies occur, the party delayed by force majeure shall immediately give the other party written notice of the cause of delay. The party delayed by force majeure shall use reasonable diligence to correct the cause of the delay, if correctable.

17. LITIGATION:

- A. The DSH, promptly after receiving notice thereof, shall notify the Contractor in writing of the commencement of any claim, suit, or action against the DSH or its officers or employees for which the Contractor must provide indemnification under this Agreement. The failure of the DSH to give such notice, information, authorization or assistance shall not relieve the Contractor of its indemnification obligations. The Contractor shall immediately notify the DSH of any claim or action against it which affects, or may affect, this Agreement, the terms or conditions hereunder, DSH, and shall take such action with respect to said claim or action which is consistent with the terms of this Agreement and the interest of the DSH.
- B. Contractor shall be in default of this Agreement (i) upon the institution by or against Contractor of insolvency, receivership or bankruptcy proceedings or any other proceedings for the settlement of Contractor's debts, (ii) upon Contractor making an assignment for the benefit of creditors, (iii) upon either party's dissolution or ceasing to do business or (iv) when the facts and circumstances indicate that Contractor is insolvent. For purposes of this Agreement, Contractor shall be deemed insolvent if: (i) Contractor has failed to pay salaries, overtime or benefits required by law of agreement, (ii) Contractor has failed to pay a subcontractor amounts owed pursuant to its agreements with a subcontractor, or (iii) Contractor has failed to pay a vendor amounts Contractor owes the vendor for more than 90 days the past due date for payment.

18. DISPUTES:

- A. Contractor shall first discuss and attempt to resolve any dispute arising under or relating to the performance of this Agreement.

19. EVALUATION OF CONTRACTOR'S PERFORMANCE:

- A. The DSH shall evaluate Contractor's performance under this Agreement using standardized evaluation forms which shall be made available to every state agency pursuant to Public Contracts Code section 10367.

20. AUDITS, INSPECTION AND ENFORCEMENT:

- A. Contractor agrees to allow the DSH to inspect its facilities and systems, and make available for review its books and records to enable the DSH to monitor compliance with the terms of this Agreement and audit invoices submitted to the DSH.
- B. Contractor shall promptly remedy any violation of any provision of this Agreement to the satisfaction of the DSH.

- C. The fact that the DSH inspects, or fails to inspect, or has the right to inspect Contractor's facilities, systems, books and records does not relieve Contractor of its responsibility to independently monitor its compliance with this Agreement.
- D. The DSH's failure to detect or the DSH's detection of any unsatisfactory practices, but failure to notify Contractor or require Contractor's remediation of the unsatisfactory practices does not constitute acceptance of such practice or a waiver of the DSH's enforcement rights under the Agreement.

21. USE OF STATE FUNDS:

- A. Contractor, including its officers and members, shall not use funds received from the DSH pursuant to this Agreement to support or pay for costs or expenses related to the following:
 - i. Campaigning or other partisan activities to advocate for either the election or defeat of any candidate for elective office, or for or against the passage of any proposition or ballot measure; or,
 - ii. Lobbying for either the passage or defeat of any legislation.
- B. This provision is not intended and shall not be construed to limit any expression of a view, opinion, or position of any member of Contractor as an individual or private citizens, as long as state funds are not used; nor does this provision limit Contractor from merely reporting the results of a poll or survey of its membership.

22. CANCELLATION PROVISIONS:

- A. Unless otherwise specified, this Agreement may be canceled at any time by the DSH, in writing, with thirty (30) days advance notice. If canceled, payment shall be made only for the provision of services expressly authorized by this Agreement until the date of cancellation and only at the rates set forth in Exhibit B, Budget Detail. In the case of early termination, a final payment will be made to Contractor upon receipt of an invoice covering all authorized costs, at the rates set forth in Exhibit B, incurred prior to the date of cancellation or termination. The DSH shall not be responsible for unamortized costs, overhead or capital costs or any other related costs, including but, not limited to costs incurred in connection with the cancellation of leases or contracts pertaining to facilities, equipment or supplies, labor and employee benefits costs, and expenditures incurred after the date of notice of cancellation.
- B. If the DSH determines that the Contractor has breached a material term of the Agreement and has not cured the breach or ended the violation within the time specified by the DSH, the DSH may terminate the contract by providing notice to the Contractor. The DSH Information Security Officer shall report as required HIPAA violations to the Secretary of the U.S. Department of Health and Human Services.
- C. Failure to comply with section 1 or 6 of this Exhibit, or a violation of section 12 of this Exhibit, shall be deemed a material breach of this Agreement.

23. EMPLOYMENT PROVISIONS:

- A. Contractor acknowledges and agrees that neither Contractor, their personnel, subcontractors, nor other service providers through this Agreement are employees of the DSH. Contractor and its independent contractors shall be solely responsible for:
 - i. Paying any and all payroll taxes, including, but not limited to Social Security and Medicare taxes,
 - ii. Federal or state income tax withholding,
 - iii. Providing unemployment insurance and workers compensation insurance, and
 - iv. Paying compensation to its employees in accordance with federal and state labor laws, including overtime pay unless otherwise specified in this Agreement, as well as penalties that may be imposed for failure to comply with these laws. Contractor agrees to indemnify and hold harmless the DSH for any damages, losses, expenses, including reasonable attorney fees, in connection with its failure to pay salary or overtime, or provide benefits, including, but not limited to health care benefits or retirement benefits, to its employees, or its failure to provide to comply with federal or state labor laws.

24. LIABILITY FOR LOSS AND DAMAGES:

- A. Any damages by Contractor, their personnel, subcontractors, and other service providers through this Agreement to DSH's facility, including equipment, furniture, materials, or other State or DSH property, shall be repaired or replaced by Contractor to the satisfaction of the DSH at Contractor's expense. The DSH, at its option, may repair any such damage and deduct the cost thereof from any sum due Contractor under this Agreement.

25. SECURITY CLEARANCE/FINGERPRINTING/TUBERCULIN SKIN TESTING:

- A. The DSH reserves the right to conduct fingerprinting, drug testing, and/or security clearance through the Department of Justice, Bureau of Criminal Identification and Information (BCII), prior to award and at any time during the term of the Agreement, in order to permit Contractor, their personnel, subcontractors, and other service providers through this Agreement access to State premises. The DSH further reserves the right to terminate this Agreement should a threat to security be determined.
- B. At the sole discretion of the DSH, and in accordance with each facility's Infection Control Policy, the Contractor, their personnel, subcontractors, and anyone else affiliated with this Agreement providing services may be required to provide the DSH with Tuberculin (TB) test results. These test results shall indicate completion of the two-step TB testing process using the Mantoux method. The first step is a tuberculin skin test (TST) completed within the last 12 months prior to the date the tested person is to provide services to a DSH facility. The second step is a TST which must be completed within the 30 days prior to the date the tested person is to provide services to a DSH facility, unless otherwise specified.
- C. If both of the documented results of the TST provided ≤ 0 -9/mm of induration, then the tested person may be cleared to provide services. However, if the documented result of the TST is ≥ 10 /mm of induration, then they shall be subject to additional testing and/or clearances before he or she is allowed to work at a DSH facility.

- D. The DSH reserves the right, in its sole and absolute discretion, to take measures to minimize the transmission of influenza. Contractor, their personnel, subcontractors, and other service providers through this Agreement may be required to either a) show written proof that they have received an influenza vaccine, or b) complete an Influenza Declination Form, which will be provided upon request. In addition, all non-vaccinated providers may be required to wear a mask. In its sole and absolute discretion, DSH may elect to provide free influenza vaccines to Contractor, their personnel, subcontractors, and other service providers through this Agreement.

26. PHYSICIAN OWNERSHIP AND REFERRAL ACT OF 1993:

- A. For applicable medical services contracts, and in accordance with the Physician Ownership and Referral Act of 1993, Contractor shall not refer any patient to any health care provider or health-related facility if the Contractor has a financial interest with that health care provider or health-related facility.
- B. Contractor may make a referral to or request consultation from a sole source health care provider or health-related facility in which financial interest is held if Contractor is located where there is no alternative provider of service within either twenty-five (25) miles or forty (40) minutes travel time, subject to the prior approval of the DSH. Contractor shall disclose, in writing, as well as on a continuous basis, to the DSH, its financial interest at the time of referral or request for consultation. In no event, will this prohibit patients from receiving emergency health care services.

27. AMENDMENTS:

- A. If this Agreement was entered into pursuant to any statute expressly requiring that such agreements be let or awarded on the basis of competitive bids, then the parties may amend this Agreement for time or money at the same rates, 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.
- B. For all other agreements, the parties reserve the right to amend this Agreement as mutually agreed upon. This 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.

28. AGREEMENTS FOR SERVICES ON PRISON GROUNDS:

- A. The Contractor hereby acknowledges that the California Department of Corrections and Rehabilitation (CDCR) does not recognize hostages for bargaining purposes. The CDCR has a "NO HOSTAGE" policy and agrees that its employees may be apprised of this when performing work in or at a CDCR institution. The three DSH psychiatric programs are located within CDCR prison grounds. Contractor shall provide notice to and inform each of its officers, employees, agents, independent contractors, vendors and subcontractors of the CDCR's NO HOSTAGE policy and that Contractor, its officers, employees, independent contractors, vendors and subcontractors assume the risk that a hostage situation may arise while at a CDCR institution and the implications of the CDCR's NO HOSTAGE policy should that situation arise.

EXHIBIT E
CONFIDENTIALITY AND INFORMATION SECURITY PROVISIONS

1. CONFIDENTIALITY AND INFORMATION SECURITY PROVISIONS:

- A. The Contractor shall comply with applicable laws and regulations, including but not limited to Welfare and Institutions Code sections 14100.2 and 5328 et seq., Civil Code section 56 et seq. of the, the Confidentiality of Medical Information Act, Civil Code section 1798 et seq., the Information Practices Act of 1977, Health and Safety Code section 123100 et seq., Patient Access to Health Records Act, Title 42, Code of Federal Regulations (C.F.R.) part 431.300 et seq., and the Health Insurance Portability and Accountability Act (HIPAA), including but not limited to part 1320 d et seq., of Title 42, United States Code and its implementing regulations (including but not limited to Title 45, Code of Federal Regulations, parts 160, 162 and 164 (2013)) ("HIPAA regulations") regarding the confidentiality and security of protected health information (PHI). The following provisions of this Exhibit E, set forth some of the requirements of these statutes and regulations. Exhibit E should not be considered an exclusive list of the requirements. Contractor is required to fulfill the requirements of these statutes and regulations by independently researching and obtaining legal advice on these requirements as they may be amended from time to time.

2. DEFINITIONS:

- A. The following terms used in this Agreement shall have the same meaning as those terms in the HIPAA Rules: Breach, Covered Entity, Data Aggregation, Designated Record Set, Disclosure, Health Care Operations, Individual, Minimum Necessary, PHI, Secretary, Security Incident, Subcontractor, Unsecured Protected Health Information, and Use.
- B. Specific Definitions
- i. Contractor. Contractor shall generally have the same meaning as the term "business associate" at 45 Code of Federal Regulation, part 160.103 (2013).
 - ii. HIPAA Rules. HIPAA Rules shall mean the Privacy, Security, Breach Notification, and Enforcement Rules at 45 Code of Federal Regulation, part 160 and Part 164 (2013).
 - iii. Agreement. Agreement shall be the agreement referenced by the Agreement number set forth on this page's heading.
 - iv. Personal Information. Personal Information shall have the same meaning as defined in Civil Code section 1798.3, subdivision (c).

3. OBLIGATIONS AND ACTIVITIES OF BUSINESS ASSOCIATE:

- A. Contractor agrees to:
- i. not use or disclose PHI other than as permitted or required by the Agreement or as required by law,

- ii. use appropriate safeguards, and comply with Subpart C of 45 Code of Federal Regulation, part 164 (2013) with respect to electronic PHI, to prevent use or disclosure of PHI other than as provided for by the Agreement,
- iii. report to the DSH any use or disclosure of PHI not provided for by the Agreement of which it becomes aware, including breaches of unsecured protected health information as required at 45 Code of Federal Regulations, part 164.410 (2013), and any security incident of which it becomes aware,
- iv. in accordance with 45 Code of Federal Regulations, part 164.502(e)(1)(ii) and part 164.308(b)(2) (2013), if applicable ensure that any agents and subcontractors that create, receive, maintain, or transmit PHI on behalf of the Contractor enter into a written agreement with the Contractor agreeing to be bound to the same restrictions, conditions, and requirements that apply to the business associate with respect to such information,
- v. make available PHI in a designated record set to the DSH as necessary to satisfy covered entity's obligations under 45 Code of Federal Regulations, part 164.524 (2013) and California Health & Safety Code section 123100,
- vi. make any amendment(s) to PHI in a designated record set as directed or agreed to by the covered entity pursuant to 45 Code of Federal Regulations, part 164.526 (2013), or take other measures as necessary to satisfy the covered entity's obligations under 45 Code of Federal Regulations, part 164.526 (2013),
- vii. maintain and make available the information required to provide an accounting of disclosures to the DSH as necessary to satisfy covered entity's obligations under 45 Code of Federal Regulations, part 164.528 (2013),
- viii. to the extent the Contractor is to carry out one or more of the DSH's obligation(s) under Subpart E of 45 Code of Federal Regulations, part 164 (2013), comply with the requirements of Subpart E that apply to the covered entity in the performance of such obligation(s) and
- ix. make its internal practices, books, and records available to the Secretary for purposes of determining compliance with the HIPAA regulations.

4. PERMITTED USES AND DISCLOSURES OF PHI BY THE CONTRACTOR:

- A. Except as otherwise provided in this Agreement, the Contractor, may use or disclose PHI to perform functions, activities or services identified in this Agreement provided that such use or disclosure would not violate federal or state laws or regulations.
- B. The Contractor may not use or disclose the PHI except as provided and permitted or required by the Agreement or required by law.
- C. Contractor agrees to make uses and disclosures and requests for PHI consistent with the DSH's minimum necessary policies and procedures.
- D. Contractor may use and disclose PHI for the proper management and administration of the Contractor or to carry out the legal responsibilities of the Contractor, provided that such uses and disclosures are required by law.

- E. Contractor may use PHI to provide data aggregation services related to the health care operations of the DSH. Data aggregation means the combining of PHI created or received by the Contractor for the purposes of this Agreement with PHI received by the Contractor in its capacity as the Contractor of another HIPAA covered entity, to permit data analyses that relate to the health care operations of the DSH.

5. SAFEGUARDS:

- A. The Contractor shall develop and maintain an information privacy and security program that includes the implementation of administrative, technical, and physical safeguards appropriate to the size and complexity of the Contractor's operations and the nature and scope of its activities.

The information privacy and security program shall reasonably and appropriately protect the confidentiality, integrity, and availability of the PHI that it creates, receives, maintains, or transmits; and prevent the use or disclosure of PHI other than as provided for by this Agreement. The Contractor shall provide the DSH with information concerning such safeguards as the DSH may reasonably request from time to time.

- B. The Contractor shall implement administrative, technical, and physical safeguards to ensure the security of the DSH information on portable electronic media (e.g., floppy disks and CD-ROM) and in paper files. Administrative safeguards to be implemented shall include, but are not limited to training, instructions to employees, and policies and procedures regarding the HIPAA Privacy Rule. Technical safeguards to be implemented must comply with the HIPAA Security Rule and Subpart C of part 164 of the HIPAA regulations with respect to electronic PHI, and shall include, but are not limited to, role-based access, computer passwords, timing out of screens, storing laptop computers in a secure location (never leaving the equipment unattended at workplace, home or in a vehicle) and encryption. Physical safeguards to be implemented shall include, but are not limited to, locks on file cabinets, door locks, partitions, shredders, and confidential destruct.

6. AUTHENTICATION:

- A. The Contractor shall implement appropriate authentication methods to ensure information system access to confidential, personal (e.g., PHI) or sensitive data is only granted to properly authenticated and authorized persons. If passwords are used in user authentication (e.g., username/password combination), the Contractor shall implement strong password controls on all compatible computing systems that are consistent with the National Institute of Standards and Technology (NIST) Special Publication 800-68 and the SANS Institute Password Protection Policy.

- i. The Contractor shall implement the following security controls on each server, workstation, or portable (e.g., laptop computer) computing device that processes or stores confidential, personal, or sensitive data:

- (1) network-based firewall and/or personal firewall,

- (2) continuously updated anti-virus software and

- (3) patch-management process including installation of all operating system/software vendor security patches.

- ii. Encrypt all confidential, personal, or sensitive data stored on portable electronic media (including, but not limited to, CDs and thumb drives) and on portable computing devices (including, but not limited to, laptop computers, smart phones and PDAs) with a solution that uses proven industry standard algorithms.
- iii. Prior to disposal, sanitize all DSH confidential data contained in hard drives, memory devices, portable electronic storage devices, mobile computing devices, and networking equipment in a manner consistent with the National Institute of Standards and Technology (NIST) Special Publication 800-88.
- iv. The Contractor shall not transmit confidential, personal, or sensitive data via e-mail or other Internet transport protocol over a public network unless, at minimum, a 128-bit encryption method (for example AES, 3DES, or RC4) is used to secure the data.

7. MITIGATION OF HARMFUL EFFECTS:

- A. Contractor shall mitigate, to the extent practicable, any harmful effect that is known to the Contractor of a use or disclosure of PHI by the Contractor or its subcontractors in violation of the requirements of this Agreement.

8. NOTIFICATION OF BREACH:

- A. During the term of this Agreement, Contractor shall report to the DSH any use or disclosure of information not provided for by its contract of which it became aware including breaches of unsecured PHI as required by Section 164.410 of the HIPAA regulations.

9. DISCOVERY OF BREACH:

- A. Contractor shall immediately notify the DSH Information Security Officer by telephone call and e-mail upon the discovery of breach of security of PHI in all forms (paper, electronic, or oral) if the PHI was, or is reasonably believed to have been, acquired by an unauthorized person, or within 24 hours by email or fax of the discovery of any suspected security incident, intrusion or unauthorized use or disclosure of PHI in violation of this Agreement, or potential loss of confidential data affecting this Agreement. If the incident occurs after business hours or on a weekend or holiday and involves PHI, notification shall be provided by calling the DSH Information Security Officer. Contractor shall take:
 - i. prompt corrective action to mitigate any risks or damages involved with the breach and to protect the operating environment and
 - ii. any action pertaining to such unauthorized disclosure required by applicable Federal and State laws and regulations.

10. INVESTIGATION OF BREACH:

- A. The Contractor shall immediately investigate such security incident, breach, or unauthorized use or disclosure of PHI or confidential data. Within 8 hours of discovery (of the breach), the Contractor shall notify the DSH Information Security Officer of at least the following:
- i. what data elements were involved and the extent of the data involved in the breach,
 - ii. a description of the unauthorized person(s) known or reasonably believed to have improperly acquired, accessed, used, transmitted, sent or disclosed PHI or confidential data,
 - iii. a description of where and when the PHI or confidential data is believed to have been improperly acquired, accessed, used, transmitted, sent or disclosed,
 - iv. a description of the probable causes of the improper acquisition, access, use, transmission, sending or disclosure and
 - v. whether Civil Code sections 1798.29 (Agency) or 1798.82 (Business) or any other federal or state laws requiring individual notifications of breaches are required.

11. WRITTEN REPORT:

- A. The Contractor shall provide a written report of the investigation to the DSH Information Security Officer within ten (10) working days of the discovery of the breach or unauthorized use or disclosure. The report shall include, but not be limited to, the information specified above, an estimation of cost for remediation, as well as a full, detailed corrective action plan, including information on measures that were taken to halt and/or contain the improper use or disclosure.

12. NOTIFICATION OF INDIVIDUALS:

- A. The Contractor shall notify individuals of the breach or unauthorized use or disclosure when notification is required under state or federal law and to pay any costs of such notifications, as well as any costs associated with the breach. Notification shall be made in the most expedient time possible without reasonable delay. The DSH Information Security Officer shall approve the time, manner and content of any such notifications.

13. DSH CONTACT INFORMATION:

- A. The Contractor shall direct communications to the DSH Information Security Officer and the Contractor shall initiate contact as indicated herein. The DSH reserves the right to make changes to the contact information below by giving written notice to the Contractor. Said changes shall not require an amendment to this Agreement to which it is incorporated.

**Information Security Officer
Department of State Hospitals – Sacramento
1600 9th Street, Room 260
Sacramento, CA 95814
Phone: (916) 654-5432
E-mail: ISO@dsh.ca.gov**

14. INTERNAL PRACTICES:

- A. The Contractor shall make the Contractor's internal practices, books and records relating to the use and disclosure of PHI received from DSH, or created, maintained or received by the Contractor under this Agreement, available to the DSH or to the Secretary of the U.S. Department of Health and Human Services in a time and manner designated by the DSH or by the Secretary, for purposes of determining DSH's compliance with the HIPAA regulations.

15. EMPLOYEE TRAINING AND DISCIPLINE:

- A. The Contractor shall train and use reasonable measures to ensure compliance with the requirements of this Agreement by employees who assist in the performance of functions or activities under this Agreement and use or disclose PHI; and discipline such employees who intentionally violate any provisions of this Agreement, including by termination of employment.

16. EFFECT OF TERMINATION:

- A. Upon termination or expiration of this Agreement for any reason, the Contractor shall return, at its sole expense, to DSH all health records within five (5) business days or as otherwise specified in the request or notice to return records or, if agreed to by the DSH, destroy all PHI received from DSH or created or received by the Contractor on behalf of the DSH, that the Contractor still maintains in any form. Contractor shall retain no copies of such PHI.

However, if return or destruction is not feasible, Contractor shall continue to extend the protections and provisions of this Agreement to such information, and limit further use or disclosure of such PHI to those purposes that make the return or destruction of such PHI infeasible. This provision shall apply to PHI that is in the possession of the Contractor, its subcontractor(s), or its agent(s).

17. MISCELLANEOUS PROVISIONS:

- A. The DSH makes no warranty or representation that compliance by the Contractor with this Agreement that the HIPAA regulations shall be adequate or satisfactory for the Contractor's own purposes or that any information in the Contractor's possession or control, or transmitted or received by the Contractor, is or shall be secure from unauthorized use or disclosure. The Contractor is solely responsible for all decisions made by the Contractor regarding the safeguarding of PHI.
- B. Assistance in Litigation or Administrative Proceedings. The Contractor shall make itself, and use its best efforts to make any subcontractors, employees or agents assisting the Contractor in the performance of its obligations under this Agreement, available to the DSH at no cost to the DSH to testify as witnesses, or otherwise, in the event of litigation or administrative proceedings being commenced against the DSH, its directors, officers or employees for claimed violations of HIPAA, regulations or other laws relating to security and privacy based upon actions or inactions of the Contractor and/or its subcontractor, employee, or agent, except where the Contractor or its subcontractor, employee, or agent is a named adverse party.
- C. Nothing expressed or implied in the terms and conditions of this Agreement is intended to confer, nor shall anything herein confer, upon any person other than the DSH or the Contractor and their respective successors or assignees, any rights, remedies, obligations or liabilities whatsoever.

- D. The terms and conditions in this Agreement shall be interpreted as broadly as necessary to implement and comply with the HIPAA regulations and applicable Federal and State laws. The parties agree that any ambiguity in the terms and conditions of this Agreement shall be resolved in favor of a meaning that complies and is consistent with state and federal law, including HIPAA and the HIPAA regulations.
- E. A reference in the terms and conditions of this Agreement to any HIPAA regulation relates to that section in effect or as amended.
- F. The obligations of Contractor under this Exhibit E shall survive the termination or expiration of this Agreement.

18. JUDICIAL OR ADMINISTRATIVE PROCEEDINGS:

- A. DSH may immediately terminate this Agreement if (a) Contractor is found liable in a civil or criminal proceeding for a violation of the HIPAA Privacy or Security Rule or (b) a finding or stipulation that the Contractor has violated a privacy or security standard or requirement of HIPAA, or other security or privacy laws made in an administrative or civil proceeding in which the Contractor is a party.

Revision 10-01-15

Attachment 4

**AGREEMENT
FOR
PROFESSIONAL SERVICES**

This Agreement for Professional Services is made and entered into by and between the County of Stanislaus ("County") and California Forensic Medical Group, Incorporated, a corporation ("Consultant"), on _____, 2017 (the "Agreement").

Introduction

WHEREAS, the County has a need for services involving inmate behavioral health services for the Jail Based Competency Treatment (JBCT) program in the detention facilities;

WHEREAS, the Consultant is specially trained, experienced and competent to perform and has agreed to provide such services; and

NOW, THEREFORE, in consideration of the mutual promises, covenants, terms and conditions hereinafter contained, the parties hereby agree as follows:

Terms and Conditions

1. **Scope of Work**

1.1 The Consultant shall furnish to the County upon execution of this Agreement or receipt of the County's written authorization to proceed, those services and work set forth in **Exhibit A**, ("Services") which is attached hereto and, by this reference, made a part hereof.

1.2 Any interest, including copyright interests, of Consultant or its contractors or subconsultants in studies, reports, memoranda, computational sheets, drawings, plans or any other documents, including electronic data, prepared in connection with the Services, shall be the property of County. To the extent permitted by law, work product produced under this Agreement shall be deemed works for hire and all copyrights in such works shall be the property of the County. In the event that it is ever determined that any works created by Consultant or its subconsultants under this Agreement are not works for hire, Consultant hereby assigns to County all copyrights to such works. With the County's prior written approval, Consultant may retain and use copies of such works for reference and as documentation of experience and capabilities. Should the County desire to reuse the documents specified above and not use the services of the Consultant, then the County agrees to require the new consultant to assume any and all obligations for the reuse of the documents, and the County releases Consultant and its subconsultants from all liability associated with the reuse of such documents.

1.3 Services and work provided by the Consultant under this Agreement will be performed in a timely manner in accordance with a schedule of work set forth in Exhibit A. If there is no schedule, the hours and times for completion of said services and work are to be set by the Consultant; provided, however, that such schedule is subject to review by and concurrence of the County.

1.4 The Consultant shall provide services and work under this Agreement consistent with the requirements and standards established by applicable federal, state and County laws, ordinances, regulations and resolutions. The Consultant represents and warrants that it will perform its work in accordance with generally accepted industry standards and practices for the profession or professions that are used in performance of this Agreement and that are in effect at the time of performance of this Agreement. Except for that representation and any representations made or contained in any proposal submitted by the Consultant and any reports or opinions prepared or issued as part of the work performed by the Consultant under this Agreement, Consultant makes no other warranties, either express or implied, as part of this Agreement.

1.5 If the Consultant deems it appropriate to employ a consultant, expert or investigator in connection with the performance of the services under this Agreement, the Consultant will so advise the County and seek the County's prior approval of such employment. Any consultant, expert or investigator employed by the Consultant will be the agent of the Consultant not the County.

2. Consideration

2.1 The Consultant shall be compensated on either a time and materials basis or a lump sum basis, as provided in Exhibit A attached hereto.

2.2 Except as expressly provided in this Agreement, Consultant shall not be entitled to nor receive from County any additional consideration, compensation, salary, wages or other type of remuneration for services rendered under this Agreement, including, but not limited to, meals, lodging, transportation, drawings, renderings or mockups. Specifically, Consultant shall not be entitled by virtue of this Agreement to consideration in the form of overtime, health insurance benefits, retirement benefits, disability retirement benefits, sick leave, vacation time, paid holidays or other paid leaves of absence of any type or kind whatsoever.

2.3 The Consultant shall provide the County with a monthly or a quarterly statement, as services warrant, of fees earned and costs incurred for services provided during the billing period, which the County shall pay in full within 30 days of the date each invoice is approved by the County. The statement will generally describe the services performed, the applicable rate or rates, the basis for the calculation of fees, and a reasonable itemization of costs. All invoices for services provided shall be forwarded in the same manner and to the same person and address that is provided for service of notices herein.

2.4 County will not withhold any Federal or State income taxes or Social Security tax from any payments made by County to Consultant under the terms and conditions of this Agreement. Payment of all taxes and other assessments on such sums is the sole responsibility of Consultant. County has no responsibility or liability for payment of Consultant's taxes or assessments.

3. Term

3.1 The term of this Agreement shall be from the date of this Agreement until completion of the agreed upon services unless sooner terminated as provided below or unless some other method or time of expiration is listed in Exhibit A.

3.2 Should either party default in the performance of this Agreement or materially breach any of its provisions, the other party, at that party's option, may terminate this Agreement by giving written notification to the other party.

3.3 The County may terminate this agreement upon 30 days prior written notice. Termination of this Agreement shall not affect the County's obligation to pay for all fees earned and reasonable costs necessarily incurred by the Consultant as provided in Paragraph 2 herein, subject to any applicable setoffs.

3.4 This Agreement shall terminate automatically on the occurrence of (a) bankruptcy or insolvency of either party, or (b) sale of Consultant's business.

4. Required Licenses, Certificates and Permits and Compliance with Laws

Any licenses, certificates or permits required by the federal, state, county or municipal governments

for Consultant to provide the services and work described in Exhibit A must be procured by Consultant and be valid at the time Consultant enters into this Agreement. Further, during the term of this Agreement, Consultant must maintain such licenses, certificates and permits in full force and effect. Licenses, certificates and permits may include but are not limited to driver's licenses, professional licenses or certificates and business licenses. Such licenses, certificates and permits will be procured and maintained in force by Consultant at no expense to the County.

Consultant shall comply will all applicable local state and Federal Laws rules and regulations.

5. Office Space, Supplies, Equipment, Etc.

Unless otherwise provided in this Agreement, Consultant shall provide such office space, supplies, equipment, vehicles, reference materials and telephone service as is necessary for Consultant to provide the services under this Agreement. The Consultant--not the County--has the sole responsibility for payment of the costs and expenses incurred by Consultant in providing and maintaining such items.

6. Insurance

Coverage Required: Consultant shall obtain, and maintain at all times during the term of this Agreement, insurance coverage in the amounts and coverage specified in the attached "Exhibit B."

7. Defense and Indemnification

7.1 To the fullest extent permitted by law, Consultant shall indemnify, hold harmless and defend the County and its agents, officers and employees from and against all claims, damages, losses, judgments, liabilities, expenses and other costs, including litigation costs and attorneys' fees, arising out of, resulting from, or in connection with the performance of this Agreement by the Consultant or Consultant's officers, employees, agents, representatives or subcontractors and resulting in or attributable to personal injury, death, or damage or destruction to tangible or intangible property, including the loss of use. Notwithstanding the foregoing, Consultant's obligation to hold harmless or defend the County is not applicable if the action or claim results from the conduct of the County or its employees. Further, Consultant's obligation to indemnify the County and its agents, officers and employees for any judgment, decree or arbitration award shall extend only to the percentage of negligence or responsibility of the Consultant in contributing to such claim, damage, loss and expense.

7.2 Consultant's obligation to defend, indemnify and hold the County and its agents, officers and employees harmless under the provisions of this paragraph is not limited to or restricted by any requirement in this Agreement for Consultant to procure and maintain a policy of insurance.

7.3 To the fullest extent permitted by law, the County shall indemnify, hold harmless and defend the Consultant and its officers, employees, agents, representatives or subcontractors from and against all claims, damages, losses, judgments, liabilities, expenses and other costs, including litigation costs and attorney's fees, arising out of or resulting from the negligence or wrongful acts of County and its officers or employees.

7.4 Subject to the limitations in 42 United States Code section 9607 (e), and unless otherwise provided in a Scope of Services approved by the parties:

(a) Consultant shall not be responsible for liability caused by the presence or release of hazardous substances or contaminants at the site, unless the release results from the negligence of Consultant or its subcontractors;

(b) No provision of this Agreement shall be interpreted to permit or obligate Consultant to assume the status of "generator," "owner," "operator," "arranger," or "transporter" under state or federal

law; and

(c) At no time, shall title to hazardous substances, solid wastes, petroleum contaminated soils or other regulated substances pass to Consultant.

8. Status of Consultant

8.1 All acts of Consultant and its officers, employees, agents, representatives, subcontractors and all others acting on behalf of Consultant relating to the performance of this Agreement, shall be performed as independent contractors and not as agents, officers or employees of County. Consultant, by virtue of this Agreement, has no authority to bind or incur any obligation on behalf of County. Except as expressly provided in Exhibit A, Consultant has no authority or responsibility to exercise any rights or power vested in the County. No agent, officer or employee of the County is to be considered an employee of Consultant. It is understood by both Consultant and County that this Agreement shall not be construed or considered under any circumstances to create an employer-employee relationship or a joint venture.

8.2 At all times during the term of this Agreement, the Consultant and its officers, employees, agents, representatives or subcontractors are, and shall represent and conduct themselves as, independent contractors and not employees of County.

8.3 Consultant shall determine the method, details and means of performing the work and services to be provided by Consultant under this Agreement. Consultant shall be responsible to County only for the requirements and results specified in this Agreement and, except as expressly provided in this Agreement, shall not be subjected to County's control with respect to the physical action or activities of Consultant in fulfillment of this Agreement. Consultant has control over the manner and means of performing the services under this Agreement. If necessary, Consultant has the responsibility for employing other persons or firms to assist Consultant in fulfilling the terms and obligations under this Agreement.

8.4 Consultant is permitted to provide services to others during the same period service is provided to County under this Agreement; provided, however, such services do not conflict directly or indirectly with the performance of the Consultant's obligations under this Agreement.

8.5 If in the performance of this Agreement any third persons are employed by Consultant, such persons shall be entirely and exclusively under the direction, supervision and control of Consultant. All terms of employment including hours, wages, working conditions, discipline, hiring and discharging or any other term of employment or requirements of law shall be determined by the Consultant.

8.6 It is understood and agreed that as an independent contractor and not an employee of County, the Consultant and the Consultant's officers, employees, agents, representatives or subcontractors do not have any entitlement as a County employee, and, except as expressly provided for in any Scope of Services made a part hereof, do not have the right to act on behalf of the County in any capacity whatsoever as an agent, or to bind the County to any obligation whatsoever.

8.7 It is further understood and agreed that Consultant must issue W-2 forms or other forms as required by law for income and employment tax purposes for all of Consultant's assigned personnel under the terms and conditions of this Agreement.

8.8 As an independent contractor, Consultant hereby indemnifies and holds County harmless from any and all claims that may be made against County based upon any contention by any third party that an employer-employee relationship exists by reason of this Agreement.

9. Records and Audit

9.1 Consultant shall prepare and maintain all writings, documents and records prepared or compiled in connection with the performance of this Agreement for a minimum of four (4) years from the termination or completion of this Agreement. This includes any handwriting, typewriting, printing, photostatic, photographing and every other means of recording upon any tangible thing, any form of communication or representation including letters, words, pictures, sounds or symbols or any combination thereof.

9.2 Any authorized representative of County shall have access to any writings as defined above for the purposes of making audit, evaluation, examination, excerpts and transcripts during the period such records are to be maintained by Consultant. Further, County has the right at all reasonable times to audit, inspect or otherwise evaluate the work performed or being performed under this Agreement.

10. Confidentiality

The Consultant shall keep confidential all information obtained or learned during the course of furnishing services under this Agreement and to not disclose or reveal such information for any purpose not directly connected with the matter for which services are provided.

11. Nondiscrimination

11.1 During the performance of this Agreement, Consultant and its officers, employees, agents, representatives or subcontractors shall not unlawfully discriminate in violation of any Federal, State or local law, rule or regulation against any employee, applicant for employment or person receiving services under this Agreement because of race, religious creed, color, national origin, ancestry, physical or mental disability including perception of disability, medical condition, genetic information, pregnancy related condition, marital status, gender/sex, sexual orientation, gender identity, gender expression, age (over 40), political affiliation or belief, or military and veteran status. Consultant and its officers, employees, agents, representatives or subcontractors shall comply with all applicable Federal, State and local laws and regulations related to non-discrimination and equal opportunity, including without limitation the County's non-discrimination policy; the Fair Employment and Housing Act (Government Code sections 12900 et seq.); California Labor Code sections 1101 and 1102; the Federal Civil Rights Act of 1964 (P.L. 88-352), as amended; and all applicable regulations promulgated in the California Code of Regulations or the Code of Federal Regulations.

11.2 Consultant shall include the non-discrimination and compliance provisions of this clause in all subcontracts to perform work under this Agreement.

11.3 Consultant shall provide a system by which recipients of service shall have the opportunity to express and have considered their views, grievances, and complaints regarding Consultant's delivery of services.

12. Assignment

This is an agreement for the services of Consultant. County has relied upon the skills, knowledge, experience and training of Consultant and the Consultant's firm, associates and employees as an inducement to enter into this Agreement. Consultant shall not assign or subcontract this Agreement without the express written consent of County. Further, Consultant shall not assign any monies due or to become due under this Agreement without the prior written consent of County.

13. Waiver of Default

Waiver of any default by either party to this Agreement shall not be deemed to be waiver of any subsequent default. Waiver or breach of any provision of this Agreement shall not be deemed to be a

waiver of any other or subsequent breach, and shall not be construed to be a modification of the terms of this Agreement unless this Agreement is modified as provided below.

14. Notice

Any notice, communication, amendment, addition or deletion to this Agreement, including change of address of either party during the term of this Agreement, which Consultant or County shall be required or may desire to make shall be in writing and shall be personally served or, alternatively, sent by prepaid first class mail to the respective parties as follows:

To County:	To Consultant:
Stanislaus County Sheriff's Department	California Forensic Medical Group, Inc.
Attn Adam Christianson, Sheriff-Coroner	2511 Garden Road, Suite A160
250 E Hackett Road	Monterey, CA 93940
Modesto, CA 95358	

15. Conflicts

Consultant agrees that it has no interest and shall not acquire any interest direct or indirect which would conflict in any manner or degree with the performance of the work and services under this Agreement.

16. Severability

If any portion of this Agreement or application thereof to any person or circumstance shall be declared invalid by a court of competent jurisdiction or if it is found in contravention of any federal, state or county statute, ordinance or regulation the remaining provisions of this Agreement or the application thereof shall not be invalidated thereby and shall remain in full force and effect to the extent that the provisions of this Agreement are severable.

17. Amendment

This Agreement may only be modified, amended, changed, added to or subtracted from by the mutual consent of the parties hereto if such amendment or change is in written form and executed with the same formalities as this Agreement and attached to the original Agreement to maintain continuity.

18. Entire Agreement

This Agreement supersedes any and all other agreements, either oral or in writing, between any of the parties herein with respect to the subject matter hereof and contains all the agreements between the parties with respect to such matter. Each party acknowledges that no representations, inducements, promises or agreements, oral or otherwise, have been made by any party, or anyone acting on behalf of any party, which are not embodied herein, and that no other agreement, statement or promise not contained in this Agreement shall be valid or binding.

19. Advice of Attorney

Each party warrants and represents that in executing this Agreement, it has received independent legal advice from its attorneys or the opportunity to seek such advice.

20. Construction

Headings or captions to the provisions of this Agreement are solely for the convenience of the parties, are not part of this Agreement, and shall not be used to interpret or determine the validity of this

Agreement. Any ambiguity in this Agreement shall not be construed against the drafter, but rather the terms and provisions hereof shall be given a reasonable interpretation as if both parties had in fact drafted this Agreement.

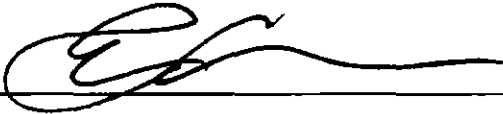
21. Governing Law and Venue


This Agreement shall be deemed to be made under, and shall be governed by and construed in accordance with, the laws of the State of California. Any action brought to enforce the terms or provisions of this Agreement shall have venue in the County of Stanislaus, State of California.

IN WITNESS WHEREOF, the parties or their duly authorized representatives have executed this Agreement on the day and year first hereinabove written.

COUNTY OF STANISLAUS

CALIFORNIA FORENSIC MEDICAL GROUP

By: 

By: 

Adam Christianson
Sheriff - Coroner

Raymond Herr, M.D.
President

"County"

"Consultant"

APPROVED AS TO FORM:

John P. Doering, County Counsel

By: 

Robert J. Taro
Deputy County Counsel

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EXHIBIT A

A. SCOPE OF WORK

CFMG's program structure for Restoration to Competency Services for the Stanislaus 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's 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 Stanislaus 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's hands-on Forensic Treatment Team experts have designed an evidence-based program tailored specifically to the Stanislaus County Felony IST inmates. CFMG's 1370 Felony model has been shown to have a 94% restoration rate and an average restoration time of 30 to less than 90 days. Our 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's 1370 Felony program is designed for a "milieu" (group) setting model, ideal for Stanislaus County's plan to designate a separate unit to hold 1370 Felony inmates. 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:

Program Description. CFMG's 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, the following information will be requested:

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

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.

The Forensic Psychologist will administer a battery of tests and develop a Restoration Plan. He/she will conduct an objective competency assessment where specific deficits that resulted in incompetency are identified. These deficits will be individually listed in the patient’s treatment plan and will be aggressively targeted throughout the patient’s treatment course. The Forensic Psychologist will conduct additional testing if certain cognitive impairments or malingering diagnoses are in question. The psychological work-up includes:

- A clinical interview whereupon psychosocial, psychiatric, legal history information is obtained, and a Mental Status Exam (MSE) is conducted; an assessment of barriers to competency is also conducted.
- 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).
- An assessment of trial competency; Possible tools that may be used: Competency Assessment to Stand Trial (CAST-MR), Georgia Court Competency Test (GCCT), Evaluation of Competency to Stand Trial (ECST-R), Competency Assessment Instrument-H (CAI-H), Competency Screening Test (CST), Fitness Interview Test (FIT), MacArthur Structured Assessment of Competence- Criminal Defendants (MacSAC-CD), MacArthur Competency Assessment Tool-Criminal Adjudication (MacCat-CA), Computer Assisted Determination of Competency to Proceed (CADCOMP)
- Assessment of Malingering; Possible tools that may be used: 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)

The inmate will be given a thorough medication evaluation by the Forensic Psychiatrist and will immediately be stabilized on medications as deemed appropriate. If an inmate refuses to take medications, the Forensic Psychiatrist will work with Jail administration to present the inmate’s case to the Judge and will subsequently obtain an order for involuntary medications.

IST patients often lack the capacity to give informed consent for treatment. CFMG believes that it’s essential that treatment decisions are addressed per local hospital and state law policies. The restoration to competency team will provide strategies to motivate and incentivize patients to

adhere to treatment and be compliant with medications.

CFMG believes in immediate medication stabilization so the restoration process is not further delayed. Stabilization through medication will require strict monitoring of side effects and compliance. It is CFMG's belief that the success of any restoration to competency program lies in how well the treatment team can stabilize an inmate on their medications and correspondingly, how well an inmate can then engage in therapeutic tasks. When an inmate is stable and able to engage with his environment or a therapeutic milieu, the inmate can be on his way to being restored.

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's 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 court room. 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's 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.

The Competency Trainer will provide educational material presented in a multimodal format using: Discussions, reading material, lectures, individual instructions, role-playing, videos, mock trials, etc. Elements of the defendant's court proceedings will be addressed:

- a) Criminal Charges; Severity of Charges; Felony vs. Misdemeanor
- b) Sentencing
- c) Pleas, Guilty or Not Guilty, Not Guilty by Reason of Insanity; Plea Bargaining
- d) Roles of Courtroom Personnel
- e) Evaluating Evidence
- f) Adversarial Nature of the Trial Process
- g) Court Room Behavior
- h) Assisting Counsel in Conducting a Defense
- i) Probation and Parole

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. Moral Reconciliation Therapy (MRT), an evidence-based cognitive restructuring group therapy will also be delivered to 1370 Felony inmates. MRT is ideal for these patients as treatment curriculums are tailored specifically for the Severely Mentally-Ill inmate. MRT will be part of the 4 group sessions a week that will be provided for this population. 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 continue their stay at the facility and will continue medication treatment as prescribed without disruption. They are designated as 1370 Felony maintenance inmates and will be managed by CFMG's 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's purview, management of 1370 Felony patients from their treatment to their restoration process, will be seamless.

Staffing included in this program will consist of:

Positions	FTE
Program Director	0.5
Psychiatrist	0.2
Psychologist	0.6
Mental Health Clinician	1.0
Competency Trainer	1.0
Administrative Assistant	1.0
24/7 on-call provider	

B. COMPENSATION

The Consultant shall be compensated for the services provided under this Agreement as follows:

CFMG Budget	Year 1 Cost	Year 2 Cost
Program Director	\$ 93,676.00	\$ 93,676.00
Psychiatrist	\$ 107,640.00	\$ 107,640.00
Psychologist	\$ 215,280.00	\$ 215,280.00
Mental Health Clinician	\$ 165,709.00	\$ 165,709.00
Competency Trainer	\$ 119,204.00	\$ 119,204.00
Administrative Assistant	\$ 85,100.00	\$ 85,100.00
24/7 on-call provider	\$ 62,963.00	\$ 62,963.00
Medications	\$ 50,370.00	\$ 50,370.00
Labs	\$ 13,800.00	\$ 13,800.00
Supplies, Forms, Travel	\$ 17,250.00	\$ 17,250.00
One Time Costs	\$ 49,150.00	\$ -
Total Costs	\$ 980,142.00	\$ 930,992.00

The County shall pay Consultant monthly, thirty (30) days after receipt of an invoice from Consultant for services provided hereunder.

The parties hereto acknowledge the maximum amount to be paid by the County for services provided shall not exceed **\$1,911,134**, including, without limitation, the cost of any subcontractors, consultants, experts or investigators retained by the Consultant to perform or to assist in the performance of its work under this Agreement.

C. TERM

Paragraph 3.1 of the body of this Agreement is amended to read as follows:

3.1 The term of this Agreement shall be from January 1, 2018 through December 31, 2019 unless otherwise terminated as provided below.

D. INVOICE TO:

Invoices shall be submitted to:

Stanislaus County Sheriff's Department
Attn – Business Manager
250 East Hackett Road
Modesto, CA 95358