

**AMENDMENT TO BOARD OF SUPERVISORS  
AGREEMENT NO. 17-131, 17-131-A1, 17-131-A2, and 17-131-A3**

This Fourth Amendment to BOS Agreement No. 17-131 is entered into this 22<sup>nd</sup> day of JUNE, 2021, by and between the COUNTY OF MENDOCINO, a political subdivision of the State of California, hereinafter referred to as "COUNTY" and NaphCare Inc., hereinafter referred to as "CONTRACTOR".

WHEREAS, BOS Agreement No. 17-131 was entered into on October 17, 2017; BOS Agreement No. 17-131-A1 was entered into on July 23, 2019; BOS Agreement No. 17-131-A2 was entered into on May 4, 2021; and BOS Agreement No. 17-131-A3 was entered into on May 25, 2021; and

WHEREAS, upon execution of this document by the Chair of the Mendocino County Board of Supervisors and NaphCare Inc., this document will become part of the aforementioned contract and shall be incorporated therein; and

WHEREAS, COUNTY is entering into an Agreement with the California Department of State Hospitals ("DSH") to provide access to portions of its Jail for the purposes of administering a 4 to 6 beds Jail-Based Competency Treatment (JBCT) program for the provision of restoration of competency treatment services for male and female individuals, hereafter referred to as "Patient Inmates," found by the courts to be Incompetent to Stand Trial (IST) under Penal Code section 1370; and

WHEREAS, COUNTY shall provide restoration of competency treatment services to felony IST Patient Inmates participating in the JBCT program pursuant to the DSH JBCT Policy and Procedures Manual; and

WHEREAS, CONTRACTOR agrees that it will assist COUNTY in providing these JBCT program services; and

NOW, THEREFORE, we agree as follows:

1. The term of this Amendment shall be from July 1, 2021 to December 31, 2022.
2. The maximum amount of this Amendment shall not exceed One Million Two Hundred Fifty-Two Thousand One Hundred Eighty-One Dollars and Sixteen Cents (\$1,252,181.16).
3. The amount set out in BOS Agreement No. 17-131, 17-131-A1, 17-131-A2, and 17-131-A3 will be increased by the \$1,252,181.16, the maximum amount of this Amendment. \$832,506.60 in Fiscal Year (FY) 2021-22 and \$419,674.56 in FY 2022-23.

4. Upon the first Patient Inmate admission, the per diem rate shall be \$380.14 per bed, totaling \$1,520.56 per day for all four Allocated Beds. Said amount shall be due and payable to COTNTRACTOR regardless of the number of Patient Inmate admissions for the four Allocated Beds. If however, the number of Allocated beds is reduced by DSH, CONTRACTOR shall be reimbursed only for the reduced number of Allocated beds so that CONTRACT shall be reimbursed only for the number of beds reimbursed by DSH. Upon invoicing, CONTRACTOR shall clearly identify the number of days in the month that services were provided.
5. The daily per diem rate for the Non-Allocated Beds shall be \$380.14 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.
6. Exhibit A of BOS Agreement No. 17-131 and 17-131-A1, Scope of Work, is amended to include Exhibit A-2 and Attachment 1.
7. Exhibit B of BOS Agreement No. 17-131 and 17-131-A1, Payment Terms, is amended to include Exhibit B-2.

All other terms and conditions of BOS Agreement No. 17-131, 17-131-A1, 17-131-A2, and 17-131-A3 shall remain in full force and effect.



IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

**DEPARTMENT FISCAL REVIEW:**


DB Jun 3, 2021  
DEPARTMENT HEAD \_\_\_\_\_ DATE \_\_\_\_\_  
Budgeted: ☒ Yes ☐ No  
Budget Unit: 2510  
Line Item: JA - 862185  
Grant: ☐ Yes ☒ No  
Grant No.: n/a

**COUNTY OF MENDOCINO**

By:   
DAN GJERDE, Chair  
BOARD OF SUPERVISORS JUN 25 2021

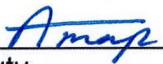
**ATTEST:**

CARMEL J. ANGELO, Clerk of said Board

By:   
Deputy JUN 25 2021

I hereby certify that according to the provisions of Government Code section 25103, delivery of this document has been made.

CARMEL J. ANGELO, Clerk of said Board


By:   
Deputy JUN 25 2021

**INSURANCE REVIEW:**

By:   
Risk Management

**EXECUTIVE OFFICE/FISCAL REVIEW:**

APPROVAL RECOMMENDED

By:   
Deputy CEO

**CONTRACTOR/COMPANY NAME:**

By: see page 3a

**NAME AND ADDRESS OF CONTRACTOR:**

NaphCare Inc.

2090 Columbiana Rd, Suite 4000

Birmingham, AL 35216

Bradford T. McLane

Ph: 205-536-8400


Em: [bradford.mclane@naphcare.com](mailto:bradford.mclane@naphcare.com)

By signing above, signatory warrants and represents that he/she executed this Agreement in his/her authorized capacity and that by his/her signature on this Agreement, he/she or the entity upon behalf of which he/she acted, executed this Agreement

**COUNTY COUNSEL REVIEW:**

APPROVED AS TO FORM:

CHRISTIAN M. CURTIS,  
County Counsel

By:   
Deputy

Signatory Authority: \$0-25,000 Department; \$25,001-50,000 Purchasing Agent; \$50,001+ Board of Supervisors

Exception to Bid Process Required/Completed ☒ RFP No. SO-2017-002

Mendocino County Business License: ☒ Exempt

Exempt Pursuant to MCC Section: \_\_\_\_\_

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

**DEPARTMENT FISCAL REVIEW:**

DEPARTMENT HEAD \_\_\_\_\_ DATE Jun 3, 2021  
Budgeted: ☒ Yes ☐ No  
Budget Unit: 2510  
Line Item: JA - 862185  
Grant: ☐ Yes ☒ No  
Grant No.: n/a

**COUNTY OF MENDOCINO**

By: \_\_\_\_\_  
DAN GJERDE, Chair  
BOARD OF SUPERVISORS

**ATTEST:**

CARMEL J. ANGELO, Clerk of said Board

By: \_\_\_\_\_  
Deputy

I hereby certify that according to the provisions of Government Code section 25103, delivery of this document has been made.

CARMEL J. ANGELO, Clerk of said Board

By: \_\_\_\_\_  
Deputy

**INSURANCE REVIEW:**

By: \_\_\_\_\_  
Risk Management

**EXECUTIVE OFFICE/FISCAL REVIEW:**

**APPROVAL RECOMMENDED**

By: \_\_\_\_\_  
Deputy CEO

**CONTRACTOR/COMPANY NAME:**

By: \_\_\_\_\_

**NAME AND ADDRESS OF CONTRACTOR:**

NaphCare Inc.

2090 Columbiana Rd, Suite 4000

Birmingham, AL 35216

Bradford T. McLane

Ph: 205-536-8400

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By signing above, signatory warrants and represents that he/she executed this Agreement in his/her authorized capacity and that by his/her signature on this Agreement, he/she or the entity upon behalf of which he/she acted, executed this Agreement

**COUNTY COUNSEL REVIEW:**

**APPROVED AS TO FORM:**

CHRISTIAN M. CURTIS,  
County Counsel

By: \_\_\_\_\_  
Deputy

Signatory Authority: \$0-25,000 Department; \$25,001-50,000 Purchasing Agent; \$50,001+ Board of Supervisors  
Exception to Bid Process Required/Completed ☒ RFP No. SO-2017-002  
Mendocino County Business License: ☒ Exempt  
Exempt Pursuant to MCC Section: \_\_\_\_\_



**EXHIBIT A-2**  
**Scope of Work**  
(Page 4 to 13)

**1. RESTORATION OF SERVICE RESPONSIBILITIES**

- A. CONTRACTOR agrees to provide a Jail-Based Competency Treatment (JBCT) program for the provision of restoration of competency treatment services for male and female individuals, hereafter referred to as "Patient Inmates," found by the courts to be Incompetent to Stand Trial (IST) under Penal Code section 1370. CONTRACTOR shall provide restoration of competency treatment services to felony IST Patient Inmates participating in the JBCT program pursuant to the DSH JBCT Policy and Procedures Manual.
- B. In providing restoration of competency treatment services, CONTRACTOR shall adhere to the program outlines contained in Exhibit A-1-3, Program Elements, and the DSH JBCT Policy and Procedures Manual, hereafter referred to as the "Manual." CONTRACTOR acknowledges it has received a copy of the Manual and has had an opportunity to review the terms and conditions of the Manual and consult with independent counsel. CONTRACTOR agrees to the terms and conditions of the Manual and that the terms and conditions of the Manual are incorporated into this Agreement by reference. The meanings of the terms and requirements in this Agreement, unless otherwise defined in this Agreement, are defined in the Manual. In the event of an inconsistency between the Manual, attachments, specifications, or provisions which constitute this Agreement, the following order of precedence shall apply:
- i. DSH JBCT Policy and Procedures Manual (the "Manual");
  - ii. Standard Agreement, STD. 213;
  - iii. This Exhibit A-1, Scope of Work, including specifications incorporated by reference; and
  - iv. All attachments incorporated in this Agreement by reference.
- The Manual, as referenced in this Agreement, may be amended by the DSH from time to time. CONTRACTOR shall operate the JBCT program in accordance with the Manual, including any future amendments to the Manual. From the effective date of any Amendment, CONTRACTOR shall follow the amendments required by any change in California statute or regulation.
- C. CONTRACTOR shall ensure that a preliminary evaluation of each potential JBCT Patient Inmate is conducted through, at a minimum, a review of the medical and mental health records of each prospective Patient Inmate, prior to admission into the JBCT program.
- i. CONTRACTOR shall ensure that priority for admissions to the JBCT program shall be based on commitment date, unless an exception is made based on one of the factors listed in California Code of Regulations (CCR), Title 9, Section 4710. In the event multiple felony IST defendants have the same commitment date, admission shall be scheduled based on the availability of the committing county to transport the defendants.
  - ii. Upon admission into the JBCT program, CONTRACTOR shall ensure that a more thorough assessment is conducted as indicated in Exhibit A-1-3, Program Elements, and the DSH JBCT Policy and Procedures Manual.
- D. CONTRACTOR shall be paid in full for the minimum four beds (**Allocated Beds**) at the per diem rate upon the first Patient Inmate admission, regardless of the number of Patient Inmates admitted.

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

## 2. GENERAL RESPONSIBILITIES

- A. 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.
- B. 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.
- C. CONTRACTOR shall comply with all court orders related to felony IST defendants receiving services pursuant to this agreement, including but not limited to court orders requiring status updates. CONTRACTOR acknowledges that court orders may vary by case and by judge, and that the frequency of court ordered status updates may exceed the minimum levels set by statute.

## 3. PROGRAM ELEMENTS

### A. Referral Document Collection Prior to Admission

CONTRACTOR shall coordinate with COUNTY to ensure all required documents listed under Penal Code section 1370, subdivision (a)(3) are provided by the court for all Patient Inmates upon referral.

### B. Psychological Assessment Protocol

- i. CONTRACTOR shall administer a battery of individualized psychological assessments and testing upon admission. Standardized and semi-structured psychological tests shall be utilized to complete a preliminary assessment of the Patient Inmate's current functioning, likelihood of malingering, and current competency to stand trial. Impediments to trial competency shall be ascertained through the use of preliminary assessment instruments including, but not limited to:
  - 1) Clinical Interview. The psychologist shall obtain information pertaining to the Patient Inmate's psychosocial, psychiatric, and legal history as well as barriers to competency. The *Mental Status Exam (MSE)* shall also be included in the interview;
  - 2) Assessment of Malingering (as clinically indicated). *Miller Forensic Assessment of Symptoms (M-FAST)*;
  - 3) Assessment of Trial Competence. *Evaluation of Competency to Stand Trial-Revised (ECST-R)*, the *MacArthur Competency Assessment Tool – Criminal Adjudication (MacCAT-CA)*, and/or the *Competence Assessment for Standing Trial for Defendants with Mental Retardation (CAST-MR)*; and
  - 4) Severity of Psychiatric Symptoms. *Brief Psychiatric Rating Scale (BPRS)*.



- ii. CONTRACTOR shall administer additional malingering-specific assessments, integrating additional observable data reported by various disciplines on a 24/7 basis if preliminary assessment suggests the presence of malingering. If the screening instruments administered during the preliminary assessment raise suspicion that the primary barrier to trial competency is malingering, the following may also be utilized including, but not limited to:
  - 1) *Structured Interview of Reported Symptoms – Second Edition (SIRS-2)*;
  - 2) *Test of Memory Malingering (TOMM)*;
  - 3) *Georgia Atypical Presentation (GAP)*;
  - 4) *Structured Inventory of Malingered Symptomatology (SIMS)*; or
  - 5) *Inventory of Legal Knowledge (ILK)*.
- iii. CONTRACTOR may administer further cognitive assessments based on the specific cognitive deficit identified during the preliminary assessment. If the screening instruments administered during the preliminary assessment raise suspicion that the primary barrier to trial competency is cognitive deficits, the following may also be utilized including, but not limited to:
  - 1) *Repeatable Battery for the Assessment of Neuropsychological Status (RBANS)*;
  - 2) *Wide Range Achievement Test 4 (WRAT4)*; or
  - 3) *Montreal Cognitive Assessment (MoCA)*.
- iv. CONTRACTOR may administer additional instruments assessing personality to complete further assessment of psychological functioning including, but not limited to:
  - 1) *Personality Assessment Inventory (PAI)*; or
  - 2) *Minnesota Multiphasic Personality Inventory-2 (MMPI-2)*.
- v. CONTRACTOR shall administer follow-up assessments of the Patient Inmate's current competency to stand trial at 30-day intervals or more frequently as needed using any of the following including, but not limited to:
  - 1) *Evaluation of Competency to Stand Trial-Revised (ECST-R)*;
  - 2) *Revised Competency Assessment Instrument (R-CAI)*;
  - 3) *MacArthur Competency Assessment Tool – Criminal Adjudication (MacCAT-CA)*; or
  - 4) *Competency Assessment for Standing Trial for Defendants with Mental Retardation (CAST-MR)*.

#### C. Individualized Treatment Program

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

- iv. CONTRACTOR shall conduct case conferences weekly or as needed to reassess Patient Inmates' progress toward restoration of competence to allow the treatment teams to measure whether their treatment interventions are working, and whether additional treatment elements need to be incorporated into Patient Inmates' treatment plans.

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 competency restoration program as needed, 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) Courtroom behavior;
  - 10) Assisting counsel in conducting a defense;
  - 11) Probation and Parole; and
  - 12) Individualized instruction as needed.
- iii. CONTRACTOR shall provide additional learning experience through increased lecture time, as well as individual instruction to Patient Inmates who are incompetent due to specific knowledge deficits caused by low intelligence, but who may be restored to competence with additional exposure to the educational material.

E. Medication Administration and Consent

- i. CONTRACTOR shall obtain proper authorization (e.g., informed consent for treatment or medication issues) from the Patient Inmate as soon as possible, in accordance with professional standards of care and court practices.
- ii. CONTRACTOR shall provide strategies to promote and incentivize voluntary psychotropic medication compliance.
- iii. If involuntary psychotropic medication is not ordered by the court at time of commitment of a Patient Inmate to the JBCT program and the treating psychiatrist determines that psychotropic medication has become medically necessary and appropriate, CONTRACTOR shall request that the court make an order for the administration of involuntary psychotropic medication as outlined in the DSH JBCT Policy and Procedures Manual.
- iv. CONTRACTOR shall administer involuntary psychotropic medication when medically necessary and appropriate upon the issuance of the court order as outlined in the DSH JBCT Policy and Procedures Manual.



#### H. Data Deliverables

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

Term	Definition
Patient Name:	Last and First name of patient
Case Number:	Court assigned case number for each individual court case. It can typically include letters and numbers.
Booking Number:	Number that County Jail issues to an individual (per Forensics)
Gender:	Male or Female
Date of Birth:	Birthdate, Age can be determined using this date
Ethnicity:	Type of social group that has a common national or cultural tradition. Caucasian/White, African American/Black, American Indian/Alaska Native, Asian, Native Hawaiian/Other Pacific Islander, Hispanic, Other
Language Spoken:	Type of language spoken
Interpretive Services Utilized (YES/NO):	Was Interpretive services utilized? Yes or No
Referring County:	County of referral and/or commitment
Commitment Date:	Date of Commitment
Packet Received Date:	Date Packet Received (including incomplete required documents)
Packet Completed Date:	Date Packet completed (including all completed required documents)
Reason for Ongoing Pending Status:	Provide a detail reason why the delay of admission
Screening Evaluation Completed Date:	Date Screening Evaluation was completed
Screening Outcome:	Outcome results of patient screened. Accepted or Rejected
Reason for Screening Rejection:	Detail regarding reason for screening rejection. Bypassed/Triaged, Non-Roc, Medication, Substance-Related, Higher Level-of-Care, Other.
Admission Date:	Date of Admission
Involuntary Medication Order (YES/NO):	Is there a current court ordered IMO in place? Yes or No
IMO Effective Date:	Date IMO was effective on, this is the same as their 1370 commitment date
Medication Adherence:	Whether patients take their medications as prescribed. Fully Adherent, Intermittently Adherent, Refusing. (If applicable to program)
Did I/P Receive Invol Meds (YES/NO):	Was involuntary medication administered to patient? Yes or No
Date Invol Meds Initiated:	Date of involuntary medication administered
Disposition of Discharge/Transfer :	Final determination of patients status. Restored or DSH
Reason for Discharge/Transfer:	Detail regarding reason for patients discharge or transfer.
Date Referred to DSH for Transfer:	Date Referred to DSH for Transfer
Discharge/Transfer Date:	Date of Discharge and or Date of Transfer
Discharge/Transfer Location:	Location where patient will be discharged to. Jail, Atascadero SH, Coalinga SH, Metropolitan SH, Napa SH, Patton SH, Other: Must update Notes with Specific location.
Reason for delayed Discharge:	Provide a detail reason why the delay of discharge.
Date ROC Certificate Submitted to Court:	Date that ROC Certificate was submitted to Court
Primary Diagnosis at Admission:	Patients primary Diagnosis at time of Admission
Diagnosis at Discharge:	Patients primary Diagnosis at time of Discharge
Diagnosis of Malingering? (YES/NO):	Did the patient have a Malingering Diagnosis at any point during their stay in JBCT? Yes or No



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

#### I. Reporting Requirements

- i. CONTRACTOR shall submit a written report to the court, the community program director of the county or region of commitment, and the DSH Contract Manager concerning the Patient Inmate's progress toward recovery of trial competence within 90 days of a commitment. The report shall include a description of any antipsychotic medication administered to the Patient Inmate and its effects and side effects, including effects on the Patient Inmate's appearance or behavior that would affect the Patient Inmate's ability to understand the nature of the criminal proceedings or to assist counsel in the conduct of a defense in a reasonable manner.
- ii. CONTRACTOR shall 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.

### 4. TREATMENT PROTOCOL

- A. JBCT is an intensive, milieu-based treatment program that quickly facilitates competency through a combination of group and individual therapy.
- B. CONTRACTOR shall focus on providing individualized treatment daily to Patient Inmates. In the event CONTRACTOR has two or more Patient Inmates admitted in the JBCT program, group therapy shall be utilized when appropriate. Group content should include one of the four group treatment domains: *competency education, understanding and management of mental illness, physical exercise, and mental/social stimulation*. Many group topics can be assimilated into the groupings, e.g., mock trial, music-based competency treatment, etc.
- C. CONTRACTOR shall provide individual sessions per day to each Patient Inmate. Individual sessions may be used to check-in with Patient Inmates and/or discuss key legal elements of the individual's case that may be too sensitive for group discussion. Specific competency issues can best be addressed individually, e.g., a Patient Inmate understands court proceedings but struggles to apply the knowledge to their individual case.
- D. CONTRACTOR's psychiatrist shall see each Patient Inmate weekly. A psychiatric assessment is a component of the admission process, and more frequent appointments shall be available as needed.
- E. Together on a weekly basis, the multi-disciplinary treatment team shall review:
  - i. Progress of all Patient Inmates admitted within 30 days,

- ii. At subsequent 14-day intervals thereafter, and
- iii. When a Patient Inmate is under consideration for discharge.

The multi-disciplinary treatment team shall be responsible for providing the committing court progress reports pursuant to Penal Code section 1370 subdivision (b)(1).



5. SAMPLE SMALL COUNTY JBCT PROGRAM TREATMENT SCHEDULE:

	<i>Monday</i>	<i>Tuesday</i>	<i>Wednesday</i>	<i>Thursday</i>	<i>Friday</i>
		<b>Staff Member 1:</b> Law Class	<b>Staff Member 2:</b> Law Class	<b>Staff Member 1:</b> Law Class	<b>Staff Member 2:</b> Law Class
		<b>Staff Member 1:</b> Individual Therapy	<b>Staff Member 2:</b> Individual Therapy	<b>Staff Member 1:</b> Individual Therapy	<b>Staff Member 2:</b> Individual Therapy

## 6. SAMPLE PROPOSED JAIL BASED COMPETENCY TREATMENT STAFFING MODEL:

A. The minimum staffing level for providing JBCT services pursuant to this Agreement shall be as follows:

i.

<b>Number of Beds</b>	4
<b>Treatment Team Staffing</b>	Psychiatrist – 0.2 Psychologist – 0.3 Program Director/Competency Trainer – 1.0 Management Fee – 0.1
<b>Total</b>	<b>1.6</b>
<i>*Number of positions reflect full-time equivalent (FTE) values</i>	

ii.

<b>Number of Beds</b>	6
<b>Treatment Team Staffing</b>	Psychiatrist – 0.3 Psychologist – 0.5 Program Director/Competency Trainer – 1.0 Management Fee – 0.2
<b>Total</b>	<b>2.0</b>
<i>*Number of positions reflect full-time equivalent (FTE) values</i>	

## 7. TERMINATION

A. Either party may terminate this Amendment related to the 4 to 6 Beds JBCT Program services without cause by providing the other party with 180 days prior written notice.

[END OF EXHIBIT A-2 SCOPE OF WORK]



**EXHIBIT B-2**  
**Payment Terms**  
(Page 14-15)

**1. INVOICING AND PAYMENT:**

- A. For services satisfactorily rendered, and upon receipt and approval of invoices submitted as described herein, the COUNTY agrees to compensate CONTRACTOR in accordance with the rates specified in number 4 of page 1 and number 5 of page 2 of this Amendment to BOS Agreement No. 17-131.
- i. CONTRACTOR shall be reimbursed in full for the minimum four beds (**Allocated Beds**) at the per diem rate of \$380.14 per bed, totaling \$1,520.56 per day, regardless of the number of Patient Inmates admitted in the JBCT program. Upon invoicing, CONTRACTOR shall clearly identify the number of days in the month that services were provided.
- ii. CONTRACTOR shall be reimbursed for additional beds (**Non-Allocated Beds**) at the per diem rate of \$380.14 for the actual number of days that each individual Patient Inmate is in the JBCT program. 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.
- B. The COUNTY is not responsible for services performed by CONTRACTOR outside of this Amendment, or for services performed other than as outlined in MCSO's Agreement with the State of California Department of State Hospitals (DSH) (attached to this Amendment as Attachment 1); Exhibit A-1, Program Elements.
- CONTRACTOR shall not receive compensation for any services which are determined by DSH not to be reimbursable to the COUNTY pursuant to its agreement with DSH (Attachment 1).
- Any funds paid to CONTRACTOR that are later determined by DSH not to be reimbursable to the COUNTY shall be refunded to COUNTY by CONTRACTOR.
- C. CONTRACTOR shall invoice the COUNTY monthly in an amount equal to the number of allocated beds and number of occupied non-allocated Beds at the per diem rate of \$380.14 multiplied by the number of days in the previous month.
- D. COUNTY shall make payments within fifteen (15) days of receipt of invoice.
- E. CONTRACTOR will submit invoices addressed to:

Mendocino County  
Sheriff's Office  
951 Low Gap Rd.

Ukiah, CA 95482  
Attn. Accounts Payable

Or

Email invoices to [mcso-accounting@mendocinocounty.org](mailto:mcso-accounting@mendocinocounty.org)

**CONTRACTOR will include their County Vendor# (42080) and this Amendment# on each invoice.**

- F. Payments under this Amendment shall not exceed One Million Two Hundred Fifty-Two Thousand One Hundred Eighty-One Dollars and Sixteen Cents (\$1,252,181.16) for the term of the Amendment.

[END OF EXHIBIT B-2 PAYMENT TERMS