

STD 213A (Rev. 4/2020)

☒ CHECK HERE IF ADDITIONAL PAGES ARE ATTACHED 11 PAGES

AGREEMENT NUMBER	AMENDMENT NUMBER	Purchasing Authority Number
19-79014-000	A1	DSH-4440

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

CONTRACTING AGENCY NAME
Department of State Hospitals

CONTRACTOR NAME
County of San Diego

2. The term of this Agreement is:

START DATE
July 15, 2020

THROUGH END DATE
June 30, 2024

3. The maximum amount of this Agreement after this Amendment is:
\$4,180,000.00
Four Million One Hundred Eighty Thousand Dollars and Zero Cents

4. The parties mutually agree to this amendment as follows. All actions noted below are by this reference made a part of the Agreement and incorporated herein:

- A. The effective date of this amendment is July 15, 2020 to June 30, 2024.
B. This Agreement increases the Agreement's dollar amount of \$3,328,000.00 by \$852,000.00. The total maximum amount of this agreement shall now be \$4,180,000.00.
C. Exhibit A, "Scope of Work" is attached hereto. Deletions are in strikethrough and additions are in bold.
D. Exhibit Attachment 1, "Statutory Outcome Data Requirements" is attached hereto. Deletions are in strikethrough and additions are in bold.
E. Exhibit B, "Budget Detail and Payment Provisions" is attached hereto. Deletions are in strikethrough and additions are in bold.
F. Exhibit B Attachment 1, "Sample Invoice" is attached hereto. Deletions are in strikethrough and additions are in bold.
All other terms and conditions shall remain the same.

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

CONTRACTOR

CONTRACTOR NAME (if other than an individual, state whether a corporation, partnership, etc.)
County of San Diego

CONTRACTOR BUSINESS ADDRESS	CITY	STATE	ZIP
1600 Pacific Highway, Room 205	San Diego	CA	92101

PRINTED NAME OF PERSON SIGNING	TITLE
Holly Porter	Deputy Chief Admin Officer, Public Safety Group

CONTRACTOR AUTHORIZED SIGNATURE	DATE SIGNED
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AGREEMENT NUMBER 19-79014-000	AMENDMENT NUMBER A1	Purchasing Authority Number DSH-4440
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STATE OF CALIFORNIA

CONTRACTING AGENCY NAME Department of State Hospitals			
CONTRACTING AGENCY ADDRESS 1215 O Street, MS-1	CITY Sacramento	STATE CA	ZIP 95814
PRINTED NAME OF PERSON SIGNING Paul Bernal	TITLE Unit Manager, PCSS		
CONTRACTING AGENCY AUTHORIZED SIGNATURE	DATE SIGNED		
CALIFORNIA DEPARTMENT OF GENERAL SERVICES APPROVAL	EXEMPTION (If Applicable) Welfare & Institutions Code 4361, (h)		

EXHIBIT A
SCOPE OF WORK**1. CONTRACTED PARTIES:**

- A. The County of San Diego and/or their authorized designee, hereafter referred to as "Contractor," agrees to provide services (as defined in Section 4) pursuant to the terms and conditions of this Agreement.

2. PROJECT REPRESENTATIVES:

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

DSH Contract Manager:		DSH Administrative Contact:	
Section/Unit: Forensic Services Division		Section/Unit: Forensic Services Division	
Attention: Ashley Breth Staff Services Manager II, Specialist Health Program Manager III		Attention: Ashley Breth Karteek Kankanala Staff Services Manager II, Specialist Associate Governmental Program Analyst	
Address: 1600 9th Street, Room 410 1215 O Street, MS-9 Sacramento, CA 95814		Address: 1600 9th Street, Room 410 1215 O Street, MS-9 Sacramento, CA 95814	
Phone: (916) 654-4187	Fax: (916) 651-1168	Phone: (916) 562-3006	Fax: (916) 651-1168 N/A
Email: Ashley.Breth@dsh.ca.gov		Email: Ashley.Breth@dsh.ca.gov Karteek.Kankanala@dsh.ca.gov	

San Diego County Contract Manager:	
Section/Unit: Public Safety Group	
Attention: Sarah Gordon Group Program Manager	
Address: 1600 Pacific Highway, Room 205 San Diego, CA, 92101	
Phone: 619-694-8463	Fax:
Email: Sarah.gordon@sdcounty.ca.gov	

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.

3. PROJECT SUMMARY:

- A. Contractor shall administer a pre-trial jail felony mental health diversion program for individuals charged with felony offenses in San Diego County. Program participants are individuals with serious mental disorders who have committed certain felony crimes and found by a Court of competent jurisdiction, to qualify for diversion services pursuant to Penal Code section 1001.36 hereafter referred to as "Felony Mental Health Diversion Clients." Contractor shall provide clinically appropriate or evidence-based mental health treatment and wraparound services across a continuum of care, as appropriate, to meet the individual needs of Felony Mental Health Diversion Clients. For purposes of this section, "wraparound services" means services provided in addition to the mental health treatment necessary to meet the individual's needs for successfully managing his or her mental health symptoms and to successfully live in the community.

4. CONTRACTOR RESPONSIBILITIES:

- A. The estimated total number of unduplicated Felony Mental Health Diversion Clients to be served by Contractor during the term of this agreement is ~~30~~ **36 comprised of the following two categories:**
- i. **Category 1: Felony Mental Health Diversion Clients found Incompetent to Stand Trial (IST) or likely to be found IST with diagnosis of Schizophrenia, schizoaffective-disorder, bipolar disorder is 30.**
 - ii. **Category 2: Felony Mental Health Diversion clients found IST and ordered to DSH with any diagnosis allowed under Penal Code 1001.36 is 6.**

All Felony Mental Health Diversion Clients must maintain participation in the Diversion program for a minimum of 30 days to be counted towards the Contractor's target population goals required for distribution of funds as outlined in Exhibit B, Budget Detail. If a participating Felony Mental Health Diversion Client successfully completes the program in less than 30 days, the Contractor may account for the Felony Mental Health Diversion Client in the total reported to DSH for purposes of meeting target population goals required for distribution of funds.

Quarterly data reports required in paragraph D below shall be comprised of both Category 1 and Category 2 clients in the format provided by DSH.

- B. Contractor shall collaborate with community stakeholders and other partner agencies in the planning and implementation of the diversion program as outlined in the required program plan document. Collaborative partners include but are not limited to the following county-specific groups: behavioral health, community-based treatment providers, housing providers, courts, Public Defender, District Attorney, probation and Sheriff/jail administrator.
- C. Contractor shall thoroughly assess and identify which Felony Mental Health Diversion Clients are clinically appropriate for admission into the community-based jail diversion program based upon statutory criteria (Welf. & Inst. Code, § 4361, subd. (c)(1)(A)-(C)). Additionally, Contractor shall initiate and maintain treatment while the Felony Mental Health Diversion Clients are incarcerated and awaiting release from jail and placement in the community.

D. Data Submission Requirements

- i. **Statutory Data Requirements:** To the extent not prohibited by Federal law, Contractor shall provide DSH with data no less than quarterly including but not limited to statutory requirements detailed in AB1810 (2018) and Welfare and Institutions Code section 4361 (Section 4361) for individual Felony Mental Health Diversion Clients. DSH shall have the right to modify, reduce, or add data elements or outcome measures at any time in its discretion consistent with Section 4361, subdivision (g). Exhibit A Attachment 1 details the statutory data elements that are required. Data shall be submitted in the method and format set forth by the DSH. Contractor shall identify any data in the dataset subject to the rules of 42 Code of Federal Regulations part 2 upon submission to DSH. DSH shall use this data and outcome measures to perform program evaluation to assess the efficacy and resource allocation of the program, for monitoring of the program to ensure that services outlined in law and the proposal were provided, to provide reports to the Legislature and other stakeholders, and to perform research related to provision of improved services to the target population.
 - ii. **Invoice Data Requirements:** Contractor shall provide DSH with verification of the client population being invoiced through the submission of an invoice verification data report. Contractor shall notify the DSH Contract Manager via email when a Benchmark Requirement has been met (see Exhibit B, Section 5, Table B1). DSH Contract Manager will notify Contractor of invoicing data requirements. Data shall be submitted in the same method as Statutory Data Requirements prior to submitting the invoice.
- E. Felony Mental Health Diversion Clients housed in community-based diversion programs shall remain under the legal and physical supervision of Contractor. Contractor is responsible for full range of services and supports including but not limited to medical care, transportation, and patients-rights services.
- F. Contractor retains the right to exclude specific individual Felony Mental Health Diversion Clients from the community-based diversion program based on the terms and conditions set forth in the Client's Diversion plan or based on the criteria agreed upon by collaborative partner agencies at any point during participation in the program.
- G. Contractor shall submit a written document outlining the program plan developed and agreed to by all county collaborative partners. Said document shall identify roles and responsibilities, describe the program from initial identification of potential Felony Mental Health Diversion Clients to program completion, and list all services to be provided in the program. Plan shall also include a detailed program flowchart depicting all stages of the program; an itemized budget plan identifying personnel and operation and equipment costs, county match, and other fund sources; and an outline of program implementation costs as detailed in section 4 of this exhibit. The final county plan must be approved by DSH prior to program implementation. Any changes to this plan must be agreed to in writing by both parties.
- H. Contractor shall connect individuals to services in the community after they have completed diversion as defined in Penal Code 1001.36 and the program plan on file with DSH. Contractor shall be responsible for coordinating with behavioral health programs for continued mental health care, crisis intervention, ongoing counseling and care, and psychotropic medication compliance for the Felony Mental Health Diversion Clients.

- I. Contractor will track Diversion expenditures and shall provide a report itemizing Diversion expenditures and required match contributions, by funding source, to DSH within sixty days after the close of the months of December and June on a bi-annual basis during the term of this agreement. A final report itemizing Diversion expenditures and required match contributions, by funding source, shall be due within sixty days after the termination of the agreement.
- J. Contractor shall report in writing via email to the DSH Contract Manager or designee if a current Felony Mental Health Diversion Client is absent without leave (AWOL) or is involved in a Special Incident. Such reporting to DSH will take place within forty-eight (48) hours of such an incident.

A "Special Incident" is a significant patient occurrence or any event which has the potential of adversely affecting the operation of the program. The following occurrences qualify as Special Incidents:

- i. Suicide or attempt;
 - ii. Death or serious injury of, or by, patient;
 - iii. Criminal behavior (including arrests, with or without conviction);
 - iv. Any incident which may result in public or media attention to the program.
- K. If Contractor is unable to serve the total number of unduplicated Felony Mental Health Diversion Clients stated in provision 5.A. due to actual client costs exceeding the level of funds available, Contractor shall notify the DSH Contract Manager or designee in writing no less than 180 days prior to the expiration of this Agreement; and shall provide an updated plan to include: 1) an explanation of the reasons for the cost increases; 2) the revised number of Felony Mental Health Diversion Clients to be served by the community-based diversion program; and 3) the revised budget, not to exceed the maximum amount set forth in this Agreement. Upon approval of the revised plan by the DSH, an amendment to this Agreement shall be initiated.
- L. 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.
- M. Contractor shall provide services as outlined in this Agreement. Contractor shall be responsible to fulfill the requirements of this Agreement and shall incur expenses at its own risk and invest sufficient amount of time and capital to fulfill the obligations as contained herein.
- N. Contractor and its subcontractors shall keep informed of, observe, comply with, and cause all its agents and employees to observe and to comply with all prevailing Federal, State, and local laws, rules, and regulations made pursuant to pertinent Federal, State, and local laws. If any conflict arises between provisions of the plans and specifications and any such law above referred to, then Contractor shall immediately notify the DSH in writing.
- O. 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 8 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.

5. DSH RESPONSIBILITIES:

- A. DSH shall distribute funds to Contractor in accordance with the schedule outlined in Exhibit B, Budget Detail.
- B. The DSH shall provide a data collection process to Contractor. Contractor shall submit data to the DSH no less than quarterly per statutory requirements. The Contractor shall collect the data elements listed in Exhibit A Attachment 1. Additional elements may be added by DSH in accordance with Section 4361.
- C. Upon receipt of the statutory data requirements (Exhibit A Attachment 1) from Contractor, DSH will analyze data for the purpose of program evaluation, monitoring, reporting, and research.
- D. DSH will provide a quarterly report to Contractor summarizing the statutory data requirements and outcome measures.

6. 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 pursuant to section 6 of Exhibit C. Additionally, the DSH may find Contractor to be not responsible in provision of services and evaluate this in future contracting opportunities.

7. AMENDMENTS:

- A. The parties reserve the right to amend this Agreement for two additional terms of up to one year each, and to add funding sufficient for these periods. 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.

EXHIBIT A, ATTACHMENT 1
STATUTORY OUTCOME DATA REQUIREMENTS

The DSH shall provide a data collection process to the Contractor. Contractor shall complete and submit the required data to the DSH no less than quarterly. Contractor shall identify any data in the dataset subject to the rules of 42 Code of Federal Regulations part 2 upon submission to DSH. The data collection process shall capture, but is not limited to, the following data elements:

1. The number of individuals that the Court ordered to post-booking diversion and the length of time for which the defendant has been ordered to Felony Mental Health Diversion (Diversion).
2. The number of individuals originally declared IST on felony charges that the Court ultimately ordered to Diversion.
3. The number of individuals participating in Diversion.
4. The name, social security number, date of birth, and demographics of each individual participating in Diversion.
5. The length of time in Diversion for each participating individual.
6. The types of services and supports provided to each individual participating in Diversion.
7. The number of days each individual was in jail prior to placement in Diversion.
8. The number of days that each individual spent in each level of care facility.
9. The diagnoses of each individual participating in Diversion.
10. The nature of the charges for each individual participating in Diversion.
11. The number of individuals who completed Diversion.
12. The name, social security number and birthdate of each individual who did not complete Diversion and the reasons for not completing Diversion.

EXHIBIT B
BUDGET DETAIL AND PAYMENT PROVISIONS

1. INVOICING AND PAYMENT

- A. For services satisfactorily rendered, upon implementation of the pre-trial Felony Mental Health Diversion program and upon receipt and approval of invoices submitted as described herein, the DSH agrees to compensate Contractor in accordance with the schedule of payments specified in section 5, Budget Detail.
- B. Contractor shall submit ~~supporting documentation~~ **an invoice verification data report** for each invoice to validate outcomes achieved by the Contractor as specified in Exhibit B, Provision 5.
- C. The DSH shall not be responsible for services performed by Contractor outside of this agreement, or for services performed other than as outlined in Exhibit A, Scope of Work.

2. INSTRUCTIONS TO CONTRACTOR:

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

Department of State Hospitals
Attention: Accounting Office
~~1600 Ninth Street, Room 141~~
1215 O Street, MS-2
Sacramento, CA 95814

OR

DSHSAC.AccountsPayable@dsh.ca.gov

- B. Contractor shall submit one original and three copies of each invoice, unless emailed.
- 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, **section 5**, 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 shall be made in accordance with, and within the time specified in, Government Code § 927 et seq.

5. BUDGET DETAIL:

- A. The maximum amount of this Agreement shall not exceed ~~\$3,328,000.00~~. **\$4,180,000.00.**
 - i. **Category 1 funding distribution is found in Table B1 below and shall not exceed \$3,328,000.00.**
 - ii. **Category 2 funding distribution is found in Table B2 below and shall not exceed \$852,000.00. see Exhibit A, Item 5A for Category description**
- B. **Category 1 and Category 2** Funds awarded to the County pursuant to this contract shall be distributed in a total of six (6) installments as outlined in installments as outlined in Table B1 and Table B2, Funding Distribution, below.

Upon successful admission of a specified number of unduplicated Felony Mental Health Diversion Clients with a minimum length of stay of 30 days shown in Table B1 and Table B2, Column C, DSH shall disburse program funds to Contractor not to exceed the amount in Column D for same row. For purposes of clients served, Categories 1 and 2 may be combined in this invoice.

DSH Contract Manager may make changes to these Tables without an amendment as long as the Maximum Dollar Amount of the Contract or Total Client Population is not changed.

TABLE B1 – FUNDING DISTRIBUTION FOR CATEGORY 1 (FY 18/19 FUNDS)

Column A Invoice #	Column B Deliverable Requirement	Column C Deliverable (Plan/ Client Population #)	Column D Distribution Amount
1A	Column C and Supporting Documentation	10%/3 Clients	\$665,600.00
2A	Column C and Supporting Documentation	25%/8 Clients	\$665,600.00
3A	Column C and Supporting Documentation	50%/15 Clients	\$832,000.00
4A	Column C and Supporting Documentation	75%/23 Clients	\$665,600.00
5A	Column C and Supporting Documentation	100%/30 Clients	\$499,200.00
CATEGORY 1 Total:			\$3,328,000.00

TABLE B2 – FUNDING DISTRIBUTION FOR CATEGORY 2 (FY 21-22 FUNDS)

Column A Invoice #	Column B Deliverable Requirement	Column C Deliverable (Plan Client Population)	Column D Distribution Amount
1B	Column C and Supporting Documentation	50%/3 Clients	\$426,000.00
2B	Column C and Supporting Documentation	100%/6 Clients	\$426,000.00
CATEGORY 2 Total:			\$852,000.00

- ~~C. Upon successful admission of 3 total unduplicated Felony Mental Health Diversion Clients with a minimum length of stay of 30 days (10% of Contractor's target population goal), the DSH shall disburse program funds to Contractor not to exceed \$ 665,600.00 (20% of total awarded). Supporting documentation required for distribution of funds shall be an itemized list of clients served by the program including admission date and if applicable, discharge date.~~
- ~~D. Upon successful admission of 8 total unduplicated Felony Mental Health Diversion Clients with a minimum length of stay of 30 days (25% of Contractor's target population goal), DSH shall disburse program funds to Contractor not to exceed \$ 665,600.00 (20% of total awarded). Supporting documentation required for distribution of funds is an itemized list of clients served by the program including admission date and if applicable, discharge date.~~

- ~~E. Upon admission of 15 total unduplicated Felony Mental Health Diversion Clients with a minimum length of stay of 30 days (50% of Contractor's target population goal), DSH shall disburse the remaining funds to Contractor not to exceed \$ ~~832,000.00~~ (25% of total awarded). Supporting documentation required for distribution of funds is an itemized list of clients served by the program including admission date and if applicable, discharge date.~~
- ~~F. Upon admission of 23 total unduplicated Felony Mental Health Diversion Clients with a minimum length of stay of 30 days (75% of Contractor's target population goal), DSH shall disburse the remaining funds to Contractor not to exceed \$ ~~665,600.00~~ (20% of total awarded). Supporting documentation required for distribution of funds is an itemized list of clients served by the program including admission date and if applicable, discharge date.~~
- ~~G. Upon admission of 30 total unduplicated Felony Mental Health Diversion Clients with a minimum length of stay of 30 days (100% of Contractor's target population goal), DSH shall disburse the remaining funds to Contractor not to exceed \$ ~~499,200.00~~ (15% of total awarded). Supporting documentation required for distribution of funds is an itemized list of clients served by the program including admission date and if applicable, discharge date.~~
- HC.** 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.
- ID.** Contractor shall 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.
- JE.** Contractor shall contribute a 20% or \$ **665,600.00** match in local county funds. The county match may be cash, in-kind, or a combination thereof. Local county funds allowable include but are not limited to 1991 Realignment, 2011 Realignment, and county general fund. Funding from other state or federal sources, including Medi-Cal federal financial participation, shall not be counted towards the required county match.
- KF.** Contractor shall utilize Oracle, the County's current official accounting system, to track Diversion expenditures and shall provide a report itemizing Diversion expenditures and required match contributions to DSH within sixty days after the close of the months of December and June on a bi-annual basis during the term of this Agreement. A final report itemizing Diversion expenditures and required match contributions shall be due within sixty days after the termination of the agreement.

EXHIBIT B, ATTACHMENT 1
SAMPLE INVOICE**THIS IS A SAMPLE MAY BE MODIFIED FOR CATEGORY 1 OR CATEGORY 2 USE.**

[Insert Contractor's Department company logo/address]

INVOICE

DATE	INVOICE #

Department of State Hospitals
Attn: Accounting Office
~~1600 9th Street, Room 141~~ **1215 O Street, MS-2**
Sacramento, CA 95814

AGREEMENT #

DSH Diversion Funding Disbursement Request				
	Disbursement		Program Benchmark	Total Disbursement Requested
☐	One		Program Implementation	\$ _____
☐	Two		Admission of 10% of clients	\$ _____
☐	Three		Admission of 25% of clients	\$ _____
☐	Four		Admission of 50% of clients	\$ _____
☐	Five		Admission of 75% of clients	\$ _____
☐	Six		Admission of 100% of clients	\$ _____

PLEASE MAKE REMITTANCE PAYABLE TO:

[Insert Contractor's Department billing contact/address]

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