

SUBMITTAL TO THE BOARD OF SUPERVISORS
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA



ITEM: 3.3
(ID # 19489)

MEETING DATE:
Tuesday, July 12, 2022

FROM : EXECUTIVE OFFICE:

SUBJECT: EXECUTIVE OFFICE: Ratify and Approve Amendment Number A1 to Standard Agreement Number 20-79003-000 with Department of State Hospitals for the Incompetent to Stand Trial Diversion Program, All Districts. [\$15,930,100 - 100% State]

RECOMMENDED MOTION: That the Board of Supervisors:

1. Ratify and Approve Amendment Number A1 to Standard Agreement Number 20-79003-000 with Department of State Hospitals for the Incompetent to Stand Trial Program to extend the term for twelve (12) months through June 30, 2024 and increase the contract amount by \$9,020,000, from \$6,910,100 to \$15,930,100; authorize the Chairman of the Board of Supervisors to execute the amendment on behalf of the County

ACTION: Policy

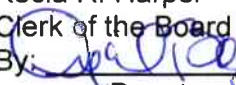

Synthia M. Gurzel, Chief Deputy County Counsel 7/6/2022


Rania Odenbaugh, Director of Constituent Services 7/7/2022

MINUTES OF THE BOARD OF SUPERVISORS

On motion of Supervisor Spiegel, seconded by Supervisor Hewitt and duly carried, IT WAS ORDERED that the above matter is approved as recommended.

Ayes: Jeffries, Spiegel, Washington and Hewitt
Nays: None
Absent: Perez
Date: July 12, 2022
xc: EO

Kecia R. Harper
Clerk of the Board
By: 
Deputy

**SUBMITTAL TO THE BOARD OF SUPERVISORS COUNTY OF RIVERSIDE,
STATE OF CALIFORNIA**

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost
COST	\$ 7,491,565	\$ 6,697,525	\$ 15,930,100	\$ 0
NET COUNTY COST	\$ 0	\$ 0	\$ 0	\$ 0
SOURCE OF FUNDS: 100% State Funds			Budget Adjustment:	No
			For Fiscal Year:	21/22-23/24

C.E.O. RECOMMENDATION: Approve

BACKGROUND:

Summary

In September of 2019 the County Executive Office, in coordination with Riverside University Health System – Behavioral Health (RUHS-BH), applied for, and was subsequently awarded funding from Department of State Hospitals (DSH) to implement the Riverside County Felony Incompetent to Stand Trial (IST) Diversion Program in the amount of \$6,910,100. The funding was allocated upon execution of the contract through June 30, 2023, with a target of serving 48 unduplicated IST Diversion clients during this timeframe.

In April of 2022, the DSH extended its contract and awarded an additional \$4,970,000 to expand the program’s services to an additional 35 clients- for a new total contract amount of \$11,880,100 serving 83 clients through June 30, 2024. The addition of clients would coincide with the creation of a new category in the IST Diversion Program, Category 2, where 35 unduplicated Felony Mental Health Diversion clients found IST may be ordered to DSH with any diagnosis allowed under Penal Code 1001.36. Category 2 funding distribution is not to exceed \$4,970,000.

Also, in April of 2022, the DSH extended a short-term expansion of funding and awarded an additional \$4,050,000 to admit clients from the DSH IST Waitlist into housing through December 31,2022, for a new total contract amount of \$15,930,100.

The overall vision of the IST Diversion Program is to reduce the time spent in custody for persons with a serious mental illness (SMI) who have been found incompetent to stand trial. Riverside County typically has an average of 37 individuals who have been found IST and who are awaiting transfer to a State Hospital for competency restoration. These individuals spend an average of three months in Riverside County Jail waiting for an available State Hospital bed. The County’s mission is to provide intensive community-based psychiatric and co-occurring treatment for these individuals. Rather than requiring them to remain in custody awaiting transfer to a State Hospital for competency restoration, they will be placed into an appropriate behavioral health residential program, agreed upon by the Public Defender, District Attorney and the Court, upon recommendation of Behavioral Health,

**SUBMITTAL TO THE BOARD OF SUPERVISORS COUNTY OF RIVERSIDE,
STATE OF CALIFORNIA**

where they will receive a wide array of behavioral health services. The ultimate purpose of this program is not restoration for adjudication, but rather long-term psychiatric stabilization such that following completion of the IST program legal charges will be dismissed and the participant may reside in his or her community with on-going supportive behavioral health services.

The County Executive Office is requesting Board approval to accept the amended DSH funding for the IST Diversion Program, and subsequently transfer the funding to the RUHS-BH department to implement the program.

Additional Fiscal Information

The funding will be issued based on milestones met and total number of clients served. There is a 20% match required only on the first round of funding, which will be funded by state funds. There is no general fund obligation associated with this program.

Impact on Citizens and Businesses

These services are delivered to improve the health and safety of consumers and the community.

Attachments

Amendment Number A1 to Standard Agreement Number 20-79003-000 with Department of State Hospitals


Rebecca S Cortez, Principal Management Analyst 7/7/2022

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RESOLUTION

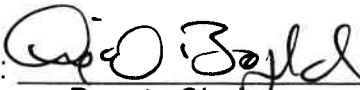
BE IT RESOLVED by the Board of Supervisors of the County of Riverside, State of California, in regular session assembled on July 12, 2022, that Jeff Hewitt, the Chairman of this Board is authorized and directed to execute on behalf of said County the State of California Standard Agreement No. 20-79003-000 between the Riverside County and Department of State Hospitals providing for: Incompetent to Stand Trial Program.

ROLL CALL:

Ayes: Jeffries, Spiegel, Washington and Hewitt
Nays: None
Absent: Perez
Abstain: None

The foregoing is certified to be a true copy of a resolution duly adopted by said Board of Supervisors on the date therein set forth.

KECIA R. HARPER,
Clerk of the Board

BY: 
Deputy Clerk

STANDARD AGREEMENT - AMENDMENT

STD 213A (Rev. 4/2020)

CHECK HERE IF ADDITIONAL PAGES ARE ATTACHED 12 PAGES

AGREEMENT NUMBER 20-79003-000	AMENDMENT NUMBER A1	Purchasing Authority Number DSH-4440
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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 Riverside

2. The term of this Agreement is:

START DATE

March 1, 2021

THROUGH END DATE

June 30, 2024

3. The maximum amount of this Agreement after this Amendment is:

\$15,930,100.00

Fifteen Million Nine Hundred Thirty Thousand One Hundred 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. Agreement extended for twelve (12) months with the effective date of this amendment being June 1, 2022 or upon DSH approval, whichever is later.
- B. This Agreement increases the Agreement's dollar amount of \$6,910,100.00 by \$9,020,000.00. The total maximum amount of this agreement shall now be \$15,930,100.00.
- C. Exhibit A, "Scope of Work" is attached hereto. Deletions are in strikethrough and additions are in bold.
- D. Exhibit A-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-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 Riverside

CONTRACTOR BUSINESS ADDRESS

4080 Lemon Street, 4th Floor

CITY

Riverside

STATE

CA

ZIP

92501

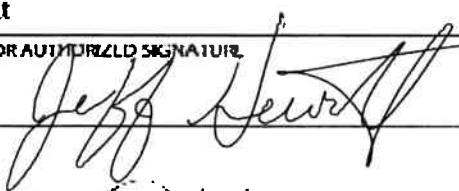
PRINTED NAME OF PERSON SIGNING

Jeff Hewitt

TITLE

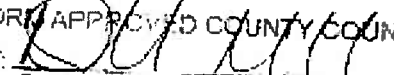
Chair, Board of Supervisors

CONTRACTOR AUTHORIZED SIGNATURE



DATE SIGNED

FORM APPROVED COUNTY COUNSEL

BY: 
DANIELLE L. MALAND

ATTEST:

KECIA R. HARPER, Clerk

By 
DEPUTY

WHEN DOCUMENT IS FULLY EXECUTED RETURN
CLERK'S COPY

to Riverside County Clerk of the Board, Stop 1010
Post Office Box 1147, Riverside, Ca 92502-1147
Thank you.

7-10-2022 23

EXHIBIT A
SCOPE OF WORK

1. CONTRACTED PARTIES:

A. The County of Riverside and/or their authorized designee, hereafter referred to as "Contractor," agrees to provide services (as defined in Section 5) 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:	
Section/Unit: Forensic Services Division	
Attention: Ashley Breth Staff Services Manager II, Specialist Health Program Manager III	
Address: 4600 9th Street, Room 410 1215 O Street, MS-9 Sacramento, CA 95814	
Phone: (916) 654-4187	Fax: (916) 651-1168
Email: Ashley.Breth@dsh.ca.gov	

DSH Administrative Contact:	
Section/Unit: Forensic Services Division	
Attention: Ashley Breth Kartek Kankanala Staff Services Manager II, Specialist Associate Governmental Program Analyst	
Address: 4600 9th Street, Room 410 1215 O Street, MS-9 Sacramento, CA 95814	
Phone: (916) 654-4187- 562-3006	Fax: (916) 651-1168- N/A
Email: Ashley.Breth@dsh.ca.gov Kartek.Kankanala@dsh.ca.gov	

Riverside County Contract Manager:	
Section/Unit: Riverside County Executive Office	
Attention: Cherilyn Williams Rebecca Cortez	
Address: 4080 Lemon Street, 4th Floor Riverside, CA 92501	
Phone: (951) 955-1166 (951) 955-1166	Fax:
Email: Ckwilliams@RIVCO.ORG ReCortez@RIVCO.org	

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.

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 (Welfare & Institutions Code, § 4361, subd. (c)(1)(A)-(C)). Additionally, Contractor shall initiate and maintain treatment while the Felony Mental Health Diversion Clients are in custody 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 § 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 C.F.R. 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.
 - iii. **Housing Data Requirements:** Contractor shall provide DSH with verification of the client population being housed and the date of the court order into the DSH Diversion program through the submission of a housing verification data report. This may include but is not limited to a minute order, or other court documents which verify date of placement.
- 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.

- 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 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.

6. 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 (see Exhibit A.5.D for contractor responsibilities). 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.

7. 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.

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 C.F.R. 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.

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 ~~\$6,910,100.00~~ **\$15,930,100.00**.
 - i. **Category 1 funding distribution is found in Table B1 below and shall not exceed \$6,910,100.00.**
 - ii. **Category 2 funding distribution is found in Table B2 below and shall not exceed \$4,970,000.00.**
 - iii. **Housing funding distribution is found in Table B3 below and shall not exceed \$4,050,000 for a maximum of 27 clients (Clients placed in housing must be program eligible, verified by DSH staff and diverted from the DSH IST Waitlist). For clients placed in housing:**
 - a. **Between May 1, 2022 and September 1, 2022, the maximum housing allowance per client is \$150,000.00.**
 - b. **After September 1, 2022, and prior to December 31, 2022, the maximum allowance per client is \$100,000.00.**

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

Column A	Column B	Column C	Column D
Invoice #	Deliverable Requirement	Deliverable (Plan Client Population)	Distribution Amount
1B	Column C and Supporting Documentation	25%/9 Clients	\$1,278,000.00
2B	Column C and Supporting Documentation	50%/18 Clients	\$1,278,000.00
3B	Column C and Supporting Documentation	75%/27 Clients	\$1,278,000.00
4B	Column C and Supporting Documentation	100%/35 Clients	\$1,136,000.00
CATEGORY 2 Total:			\$4,970,000.00

TABLE B3 – FUNDING DISTRIBUTION FOR SHORT-TERM EXPANSION OF HOUSING FOR PLACEMENT OF FELONY IST CLIENTS

Column A	Column B	Column C	Column D
Invoice #	Deliverable Requirement	Deliverable (Plan Client Population)	Distribution Amount
Monthly based on actual expenditures	Column C and Supporting Documentation (Actual expenditures and Client verification data)	Clients placed in housing prior to September 1, 2022	Actual Expenditures (# of clients * up to \$150,000)
Monthly based on actual expenditures	Column C and Supporting Documentation (Actual expenditures and Client verification data)	Clients placed in housing September 1, 2022, thru December 31, 2022	Actual Expenditures (# of clients * up to \$100,000)
Housing Total:			\$4,050,000.00

* Distribution amount for Table B3 will be based on actual expenditures and may be submitted on an excel spreadsheet with invoice. Client data must be submitted to DSH through a secure portal. See Exhibit B Attachment 2, Sample Housing Invoice.

- ~~C. Upon contract execution, as well as receipt and approval of the single submitted invoice, the DSH shall disburse one-time program implementation funds to Contractor not exceed \$1,727,525.00 (up to 25% of total awarded).~~
- ~~D. Upon successful admission of 5 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 \$691,010.00 (10% 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.~~

EXHIBIT B, ATTACHMENT 1
SAMPLE INVOICE

THIS IS A SAMPLE AND 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
<input type="checkbox"/>	One		Program Implementation	\$ _____
<input type="checkbox"/>	Two		Admission of 10% of clients	\$ _____
<input type="checkbox"/>	Three		Admission of 25% of clients	\$ _____
<input type="checkbox"/>	Four		Admission of 50% of clients	\$ _____
<input type="checkbox"/>	Five		Admission of 75% of clients	\$ _____
<input type="checkbox"/>	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]