

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



ITEM: 3.4
(ID # 24545)

MEETING DATE:
Tuesday, April 02, 2024

FROM : EXECUTIVE OFFICE:

SUBJECT: EXECUTIVE OFFICE: Approve Amendment Number A2 to Standard Agreement Number 20-79003-000 with Department of State Hospitals for the Incompetent to Stand Trial Diversion Program, All Districts. [Total Cost \$0]

RECOMMENDED MOTION: That the Board of Supervisors:

1. Approve Amendment Number A2 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, 2025 and; authorize the Chairman of the Board of Supervisors to execute the amendment on behalf of the County

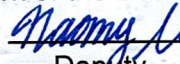
ACTION:Policy


Matthew Chang, Director 3/26/2024

MINUTES OF THE BOARD OF SUPERVISORS

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

Ayes: Jeffries, Spiegel, Washington, Perez and Gutierrez
Nays: None
Absent: None
Date: April 2, 2024
xc: E.O.

Kimberly A. Rector
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	\$ 0	\$ 0	\$ 0	\$ 0
NET COUNTY COST	\$ 0	\$ 0	\$ 0	\$ 0
SOURCE OF FUNDS: N/A			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. 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, 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.

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The County Executive Office is requesting Board approval to accept the amended DSH funding for the IST Diversion Program, to extend the contract for one year, through June 30, 2025.

Additional Fiscal Information

The funding is issued based on milestones met and total number of clients served. 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 A2 to Standard Agreement Number 20-79003-000 with Department of State Hospitals


Rebecca S Cortez, Principal Management Analyst 3/27/2024

STANDARD AGREEMENT - AMENDMENT

STD 213A (Rev. 4/2020)

AGREEMENT NUMBER

20-79003-000

AMENDMENT NUMBER

20-79003-000-A2

Purchasing Authority Number

Thank you. A2 DSH-4440

CHECK HERE IF ADDITIONAL PAGES ARE ATTACHED 6 PAGES

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, 2025

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 March 1, 2024 or upon DSH approval, whichever is later.
- B. Exhibit A, "Scope of Work" is attached hereto. Deletions are in strikethrough and additions are in bold.

All other terms and conditions shall remain the same.

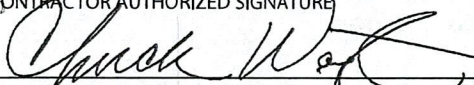
IN WITNESS WHEREOF, THIS AGREEMENT HAS BEEN EXECUTED BY THE PARTIES HERETO.

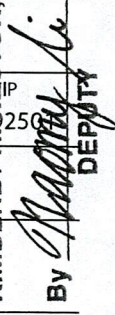
CONTRACTOR

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 92503
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PRINTED NAME OF PERSON SIGNING Chuck Washington	TITLE Chair, Board of Supervisors
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CONTRACTOR AUTHORIZED SIGNATURE 	DATE SIGNED 4/02/2024
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ATTEST:
KIMBERLY A. RECTOR, Clerk
BY  DEPUTY

STATE OF CALIFORNIA

CONTRACTING AGENCY NAME
Department of State Hospitals

CONTRACTING AGENCY ADDRESS 1215 O Street, MS-1	CITY Sacramento	STATE CA	ZIP 95814
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PRINTED NAME OF PERSON SIGNING Dominique Williams	TITLE Chief, BMB
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CONTRACTING AGENCY AUTHORIZED SIGNATURE	DATE SIGNED
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CALIFORNIA DEPARTMENT OF GENERAL SERVICES APPROVAL	EXEMPTION (If Applicable) Welfare & Institutions Code 4361
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JIMMY HANDED COUNTY COUNSEL

APR 02 2024 3.4

EXHIBIT A
SCOPE OF WORK

Contractor Initials _____
DSH Initials _____

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: 1600 9 th 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 Karteek Kankanala Daniel Kelly Staff Services Manager II, Specialist Associate Governmental Program Analyst	
Address: 1600 9 th Street, Room 410 1215 O Street, MS-9 Sacramento, CA 95814	
Phone: (916) 654-4187 562-3006 (916) 654-1613	Fax: (916) 651-1168-N/A
Email: Ashley.Breth@dsh.ca.gov Karteek.Kankanala@dsh.ca.gov daniel.kelly@dsh.ca.gov	

Riverside County Contract Manager:	
Section/Unit: Riverside County Executive Office	
Attention: Cheryl 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.

3. PROJECT SUMMARY:

- A. Contractor shall administer a pre-trial jail felony mental health diversion program for individuals charged with felony offenses in Riverside County. Program participants are individuals with serious mental disorders who have been charged with certain felony crimes and found by a Court of competent jurisdiction, to qualify for diversion services pursuant to Penal Code § 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. **Contractor will also secure appropriate placements and housing for Diversion clients found IST who are currently on the DSH IST waitlist.**

4. PROGRAM IMPLEMENTATION FUNDS:

- A. The DSH shall distribute up to 25% of total funds to Contractor for initial program implementation costs incurred under this Agreement. Contractor shall submit to the DSH a written program plan including an outline of the use of the program implementation funding as a deliverable prior to payment of funds. Program implementation costs shall include, but are not limited to:
- a. Initial procurement and set up of diversion client housing
 - b. Initial administrative operating expenses and equipment
 - c. Initial training and technical assistance activities
 - d. Development of operational guidelines, policies and procedures
 - e. Recruitment, hiring, and orientation activities supporting new staff

5. 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 **48 83 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 48. This client category is not eligible for housing.**
 - ii. **Category 2: Felony Mental Health Diversion clients found IST and ordered to DSH with any diagnosis allowed under Penal Code 1001.36 is 35. This client category is eligible for housing.**

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.

Contractor shall provide housing to diversion clients in the most appropriate level-of-care including, but not limited to short-term treatment facilities such as Institute for Mental Disease (IMD) and Mental Health Rehabilitation Centers, residential housing with clinically enhanced services, board and care homes, or other appropriate residential facilities.

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.

- 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 this agreement. 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, client;
 - 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 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.

8. AMENDMENTS:

- A. The parties reserve the right to amend this Agreement for two (2) additional terms of up to one (1) 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.