



County of Santa Barbara

BOARD OF SUPERVISORS

Minute Order

January 24, 2023

Present: 5 - Supervisor Williams, Supervisor Capps, Supervisor Hartmann, Supervisor Nelson, and Supervisor Lavagnino

BEHAVIORAL WELLNESS DEPARTMENT, COUNTY
EXECUTIVE OFFICE

File Reference No. 23-00061

RE:

Consider recommendations regarding a First Amendment to the Department of State Hospitals (DSH) Pre-Trial Felony Mental Health Diversion (FMHD) Program Grant Agreement, Fiscal Years (FYs) 2020-2025, as follows:

- a) Approve, ratify, and authorize the County Executive Officer, or designee, to execute the First Amendment to the multi-year grant agreement with the DSH, (No. 19-79011-000 A1), to increase the agreement amount by \$2,218,000.00, for a total grant amount of \$4,862,500.00 for the County to secure appropriate placements and housing for certain FMHD clients and clients who are currently on the DSH Incompetent to Stand Trial (IST) waitlist, increase the overall number of clients, and extend the term of the agreement for 24 months for the period of January 1, 2020 through December 31, 2024;
- b) Delegate authority to the County Executive Officer, or designee, to accept subsequent reports pursuant to Exhibit A, Section 6.B of the DSH Grant Agreement (No. 19-79011-000 A1) and make immaterial amendments that do not change the amount or substantive terms of the DSH Grant Agreement; and
- c) Determine that the above actions are government fiscal activities or funding mechanisms which do not involve any commitment to any specific project which may result in a potentially significant physical impact on the environment, and are therefore not a project under the California Environmental Quality Act (CEQA) pursuant to section 15378(b)(4) of the CEQA Guidelines.

A motion was made by Supervisor Lavagnino, seconded by Supervisor Hartmann, that this matter be acted on as follows:

- a) **Approved, ratified and authorized;**
- b) **Delegated; and**
- c) **Approved.**

The motion carried by the following vote:

Ayes: 5 - Supervisor Williams, Supervisor Capps, Supervisor Hartmann, Supervisor Nelson, and Supervisor Lavagnino



**BOARD OF SUPERVISORS
AGENDA LETTER**

Agenda Number:

Clerk of the Board of Supervisors
105 E. Anapamu Street, Suite 407
Santa Barbara, CA 93101
(805) 568-2240

Department Name: Behavioral Wellness & County Executive Office
Department No.: 043 & 012
For Agenda Of: January 24, 2023
Placement: Administrative
Estimated Time: N/A
Continued Item: No
If Yes, date from:
Vote Required: Majority

TO: Board of Supervisors
FROM: Department Antonette Navarro, LMFT, Director DS
AN
Director(s): Department of Behavioral Wellness, (805) 681-5220
Mona Miyasato, County Executive Officer
County Executive Office, (805) 568-3404 DS
MM
Contact Info: John Doyel, MA, LAADC, Assistant Director,
Behavioral Wellness, (805) 681-5220
SUBJECT: Department of Behavioral Wellness – First Amendment to the Department of State Hospitals Pre-Trial Felony Mental Health Diversion Program Grant Agreement Fiscal Years (FY) 2020-2025

County Counsel Concurrence:

As to form: Yes

Other Concurrence: Risk

As to form: Yes

Auditor-Controller Concurrence:

As to form: Yes

Other Concurrence: County Executive Office

As to form: Yes

Recommended Actions:

That the Board of Supervisors:

- A. Approve, ratify, and authorize the County Executive Officer, or designee, to execute the First Amendment to the multi-year grant agreement with the **Department of State Hospitals (DSH), (No. 19-79011-000 A1)**, to increase the agreement amount by **\$2,218,000**, for a total grant amount of **\$4,862,500** for the County to secure appropriate placements and housing for certain Felony Mental Health Diversion (FMHD) clients and clients who are currently on the DSH Incompetent to Stand Trial (IST) waitlist, increase the overall number of clients, and extend the term of the agreement for 24 months for the period of **January 1, 2020 through December 31, 2024** (Attachment A);
- B. Delegate authority to the County Executive Officer, or designee, to accept subsequent reports pursuant to Exhibit A, Section 6.B of the DSH Grant Agreement (No. 19-79011-000 A1) and make immaterial amendments that do not change the amount or substantive terms of the DSH Grant Agreement; and

- C. Determine that the above actions are government fiscal activities or funding mechanisms which do not involve any commitment to any specific project which may result in a potentially significant physical impact on the environment, and are therefore not a project under the California Environmental Quality Act (CEQA) pursuant to section 15378(b)(4) of the CEQA Guidelines.

Summary Text:

This item is on the agenda to request the Board of Supervisors (Board) to approve, ratify, and authorize the County Executive Officer, or designee, to execute the First Amendment to the multi-year grant agreement with the Department of State Hospitals (DSH), (No. 19-79011-000 A1), to increase the agreement amount by \$2,218,000, for a total grant amount of \$4,862,500, for the County to secure appropriate placements and housing for certain Felony Mental Health Diversion (FMHD) clients and clients who are currently on the DSH Incompetent to Stand Trial (IST) waitlist, increase the overall number of clients, and extend the term of the agreement for 24 months for the period of January 1, 2020 through December 31, 2024. This item also seeks delegation of authority to the County Executive Officer, or designee, to accept subsequent reports pursuant to Exhibit A, Section 6.B of the DSH Grant Agreement No. 19-79011-000 A1 and make immaterial amendments that do not change the amount or substantive terms of the DSH Grant Agreement.

Background: On January 28, 2020, the Board of Supervisors approved the Grant Agreement 19-79011-000 with DSH to accept \$2,644,500 for the period of January 1, 2020 and December 31, 2022 for the County to provide a Pre-Trial Mental Health Diversion Program. The DSH Diversion Program is a collaboration between DSH and county governments (CEO's Office, County departments of Behavioral Wellness, Public Defender, District Attorney, Probation and Sheriff; the Superior Court), community-based treatment providers; and housing providers to expand diversion programs for individuals with serious mental illness who face felony charges and could be determined Incompetent to Stand Trial (IST) and clients who are currently determined to be IST. Some individuals who are Incompetent to Stand Trial commit felonies that stem from serious mental illness. They have difficulty accessing mental health services and committing to treatment and often cycle repeatedly through the criminal justice system. The goal of the DSH Diversion Program is to provide these individuals, when deemed appropriate by the court, with long-term community mental health treatment and other services so as to avoid criminal charges and institutionalization.

This First Amendment to the Grant Agreement provides additional funds to expand diversion programs for individuals with serious mental illness who face felony charges and could be determined Incompetent to Stand Trial (IST) and adds a second category of diversion clients, clients who are currently on the DSH Incompetent to Stand Trial (IST) waitlist, to serve a greater number of unduplicated FMHD clients comprising of clients from two categories. It increases the number of clients from 18 to 22. Category 1 clients are FMHD clients found IST or likely to be found IST with a diagnosis of Schizophrenia, schizoaffective disorder, or bipolar disorder. The County is to serve 18 clients in Category 1 with a maximum of 7 clients eligible for housing if they are clients who are IST, meet the diagnosis in Category 1, and are currently on the DSH waitlist. Category 2 clients consist of FMHD clients found IST and ordered to DSH with any diagnosis allowed under Penal Code section 1001 et seq. with the County serving 4 clients. All 4 clients in this category are eligible for housing if they are currently on the DSH waitlist.

All Felony Mental Health Diversion clients must maintain participation in the Diversion program for a minimum of 30 days to be counted towards the County'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 County 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.

Also, with the additional funds, the County is supposed to secure appropriate placements and housing for diversion clients found IST who are currently on the DSH IST waitlist and provide housing that is in the most appropriate level of care, which may include, but is not limited to, short-term facilities, such as Institutes of Mental Disease (IMDs) or Mental Health Rehabilitation Centers (MHRCs), residential housing with clinically enhanced services, board and care homes, or other appropriate residential facilities.

The County Executive Office has directed the Department of Behavioral Wellness (BWell) to manage the administration and compliance of the contract and be identified as the Contract Manager. Approval of the recommended actions will allow the County to help divert individuals who are currently on the DSH IST waitlist into a Residential Treatment Program instead of jail and to secure appropriate placements and housing for certain FMHD clients, increase the overall number of clients, and extend the term of the agreement for 24-months.

Performance Measure:

The County is expected to provide all services, including any and all required reports, in a timely manner in accordance with criteria articulated in the Agreement's Statement of Work. Specifically, fund disbursement is tied to meeting population goal outcomes pursuant to the DSH Grant Agreement. The project team anticipates no difficulty in meeting the targets.

County will be required to report data and outcomes to the DSH for all diversion program participants including 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 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; and
12. The name, social security number, and birthdate of each individual who did not complete diversion and the reasons for not completing diversion.

County shall not disclose data or documents or disseminate the contents of the final or any preliminary report without written permission of DSH, as permitted by law. The County will otherwise comply with the California Public Records Act (Government Code sections 6250 et seq.) and privacy laws regarding medical and personal information.

Contract Renewals and Performance Outcomes:

The Count has accomplished the following program goals through September 30, 2022:

1. Established a comprehensive and streamlined referral and eligibility determination process with Public Defender:
 - a. 65 individuals have been referred thus far:
 - i. 36 were found ineligible due to not meeting statutory requirements (e.g., no qualifying diagnosis, DSH/JBCT on current case number) or mismatch between current needs and available community resources.
 - ii. 11 withdrew interest or opted for another program prior to eligibility determination.
 - iii. 18 were evaluated by eligibility assessors using the START tool.
 - iv. 15 were recommended and subsequently accepted into the program; 3 were not recommended.
2. 15 individuals have been accepted into the program and participated for at least 30 days.
3. 4 clients have been discharged: 2 clients have successfully completed the program and were successfully diverted; 1 termination due to AWOL; and 1 termination due to moving out of county.
4. The Life House (Safe and Stable Housing) has served 7 clients (4 currently active, 2 transitioned to permanent housing, and 1 terminated due to AWOL).
5. All quarterly data reports have been submitted to DSH on time.

Fiscal and Facilities Impacts:

Budgeted: No.

Fiscal Analysis:

Funding Sources	FY 2022/23	FY 2023/24	FY 2024/25
Federal			
State - DSH Grant	\$ 834,000	\$ 834,000	\$ 550,000
County			
Total	\$ 834,000	\$ 834,000	\$ 550,000
Grand Total			\$ 2,218,000

Narrative: This Board letter seeks authorization for the County Executive Officer to sign the First Amendment to the Grant Agreement No. 19-79011-000 A1 with DSH accepting additional DSH grant funds in the amount of \$2,218,000. Matching Funds were required for Category 1 Diversion funds but not for housing, and the County has already provided the matching funds for Category 1 clients. The additional funds do not require matching funds for housing or Category 2 funds. BWell will complete a Budget Revision at a later time if needed.

Key Contract Risks:

In order for the County to receive funds, it must meet target population goals defined as a Mental Health Diversion Client participating in the program for a minimum 30 days or completing the program within 30 days. The project team anticipates no difficulty in meeting the targets. The contract requires the County to provide all services to Diversion Clients including medical care. If County is unable to serve the proposed number of clients due to actual client costs exceeding the level of funds available, the contract may be amended by DSH. The contract also includes a budget contingency clause which absolves the State from liability to pay funds or other consideration under the Agreement if funds are not budgeted for the program in which case the County may cease providing services under the Agreement. The County may also cancel the contract upon 50 days' written notice to DSH.

Special Instructions:

Please return one (1) Minute Order to Denise Morales at dmorales@sbcbswell.org and to BWell Contracts Division bwellcontractsstaff@sbcbswell.org.

Attachments:

Attachment A: DSH Grant Agreement 19-79011-000 A1 FY 20-25

Attachment B: DSH Grant Agreement 19-79011-000 FY 20-23

Authored by:

D. Morales

STANDARD AGREEMENT - AMENDMENT

STD 213A (Rev. 4/2020)

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AGREEMENT NUMBER

19-79011-000

AMENDMENT NUMBER

A1

Purchasing Authority Number

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 Santa Barbara

2. The term of this Agreement is:

START DATE

January 1, 2020

THROUGH END DATE

December 31, 2024

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

\$4,862,500.00

Four Million Eight Hundred Sixty-Two Thousand Five 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 twenty-Four(24) months with the effective date of this amendment being the date amendment is signed and approved by DSH.

B. This Agreement increases the Agreement's dollar amount of \$2,644,500.00 by \$2,218,000.00. The total maximum amount of this agreement shall now be \$4,862,500.00.

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 Santa Barbara

CONTRACTOR BUSINESS ADDRESS

105 East Anapamu, Room 406

CITY

Santa Barbara

STATE

CA

ZIP

93101

PRINTED NAME OF PERSON SIGNING

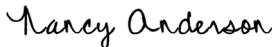
Nancy Anderson

TITLE

Assistant County Executive Officer

CONTRACTOR AUTHORIZED SIGNATURE

DocuSigned by:



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DATE SIGNED

2/3/2023

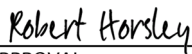
STATE OF CALIFORNIA DEPARTMENT OF GENERAL SERVICES
STANDARD AGREEMENT - AMENDMENT

STD 213A (Rev. 4/2020)

CHECK HERE IF ADDITIONAL PAGES ARE ATTACHED _____ PAGES

AGREEMENT NUMBER 19-79011-000	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 <div style="border: 1px solid blue; padding: 2px; display: inline-block;"> DocuSigned by:  </div>		DATE SIGNED 2/3/2023		
CALIFORNIA DEPARTMENT OF GENERAL SERVICES APPROVAL A4D60444E...		EXEMPTION (If Applicable) W&I Code 4361		

Department of State Hospitals

County of Santa Barbara
Agreement Number: 19-79011-000 A1
Exhibit A, Scope of Work**EXHIBIT A**
SCOPE OF WORK**1. CONTRACTED PARTIES:**

- A. The County of Santa Barbara 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:	
Section/Unit: Forensic Services Division	
Attention: Ashley Breth Staff Services Manager II, Specialist Health Program Manager III	
Address: 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 Staff Services Manager II, Specialist Associate Governmental Program Analyst	
Address: 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 Karteek.Kankanala@dsh.ca.gov	

Santa Barbara County Contract Manager:	
Section/Unit: County Executive Office Department of Behavioral Wellness	
Attention: Bernard Melekian John Doyel	
Address: 405 E. Anapamu, Rm 406 Santa Barbara, CA 93101 Behavioral Wellness Department 300 North San Antonio Rd., Bldg. 3 Santa Barbara, CA 93110	
Phone: (805) 568-2060 (805) 681-4907	Fax: N/A
Email: bmelekian@countyofsb.org jdoyel@sbcbswell.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 Santa Barbara 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 § 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:
- Initial procurement and set up of diversion client housing
 - Initial administrative operating expenses and equipment
 - Initial training and technical assistance activities
 - Development of operational guidelines, policies and procedures
 - 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 ~~18 (six clients annually)~~ **22 comprised of the following two categories:**
- 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, or bipolar disorder is 18. A maximum of 7 clients are eligible for housing if they are clients found IST who are currently on the DSH waitlist with the diagnosis of Schizophrenia, schizoaffective disorder, or bipolar disorder.**
 - Category 2: Felony Mental Health Diversion Clients found IST and ordered to DSH with any diagnosis allowed under Penal Code 1001 is 4. All 4 clients in this category are eligible for housing if they are currently on the DSH waitlist.**

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 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 § 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.

Department of State Hospitals

County of Santa Barbara
Agreement Number: 19-79011-000 A1
Exhibit A, Scope of Work

- 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 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.
1. Contractor shall only be required to report the following data points regarding Special Incidents:
 - i. That a Special Incident occurred;
 - ii. The type of Special Incident;
 - iii. How many people were involved in the Special Incident; and
 - iv. How County is responding to the Special Incident.
 2. 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.

Department of State Hospitals

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Exhibit A, Scope of Work

- 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. 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.

Department of State Hospitals

County of Santa Barbara
Agreement Number: 19-79011-000 A1
Exhibit A, Scope of Work

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 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.

Department of State Hospitals

County of Santa Barbara
Agreement Number: 19-79011-000 A1
Exhibit A-1 - Statutory Outcome Data Requirements

EXHIBIT A-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.

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Exhibit B, Budget Detail and Payment Provisions

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 a single invoice for all initial program implementation costs associated with and pertaining to the written plan submitted to DSH in accordance with Exhibit A, Scope of Work, section 4, "Program Implementation Funds."
- C. 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.
- D. **Contractor shall submit a housing verification data report for each itemized housing invoice to validate outcomes achieved by the Contractor as specified in Exhibit B, Provision 5.**
- E. ~~D.~~ E. 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.

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- 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 ~~\$2,644,500.00~~ **\$4,862,500.00**.
 - i. Category 1 funding distribution is found in Table B1 below and shall not exceed \$2,644,500.00.
 - ii. Category 2 funding distribution is found in Table B2 below and shall not exceed \$568,000.00. see Exhibit A, Item 5A for Category description
 - iii. **Housing funding distribution is found in Table B3 below and shall not exceed \$1,650,000 for a maximum of 11 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.**

- c. **Contractor will not be compensated for additional housing expenses allowable under this provision for clients enrolled / admitted after December 31, 2022.**

- B. **Category 1 and Category 2** F 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, Table B2 and Table B3, Funding Distribution**, below.

Upon the successful completion of the **Category 1 Program Implementation Plan**, DSH shall disburse program development funds to Contractor not to exceed the amount shown in Table B1 column D for same row.

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 one invoice.

Upon successful admission of felony IST clients from the DSH IST Waitlist into housing, Contractor shall invoice DSH based on actual expenditures billed in arrears no more often than monthly. See Table B3 below.

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 AUTHORIZED FUNDS)

Column A Invoice #	Column B Deliverable Requirement	Column C Deliverable (Plan/ Client Population #)	Column D Distribution Amount
1A	Approved Program Implementation Plan	Program Development	\$661,125.00
2A	Column C and Supporting Documentation	10%/2 Clients	\$264,450.00
3A	Column C and Supporting Documentation	20%/4 Clients	\$396,675.00
4A	Column C and Supporting Documentation	50%/9 Clients	\$528,900.00
5A	Column C and Supporting Documentation	70%/14 Clients	\$396,675.00
6A	Column C and Supporting Documentation	100%/18 Clients	\$396,675.00
CATEGORY 1 Total:			\$2,644,500.00

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	50%/2 Clients	\$284,000.00
2B	Column C and Supporting Documentation	100%/4 Clients	\$284,000.00
CATEGORY 2 Total:			\$568,000.00

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:			\$1,650,000.00

* 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 \$ 661,125.00 (up to 25% of total awarded).~~
- ~~D. Upon successful admission of 2 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 \$ 264,450.00 (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.~~
- ~~E. Upon successful admission of 4 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 \$ 396,675.00 (15% of total awarded). Supporting~~

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~~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 9 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 \$528,900.00 (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 14 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 \$396,675.00 (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.~~
- ~~H. Upon admission of 18 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 \$396,675.00 (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. 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.~~
- ~~I.C. 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.~~
- ~~J.D. 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.~~
- ~~K.E. Contractor shall contribute a 20% or \$528,900.00 match in local county funds **for Category 1 Diversion treatment funds. Match funds are not required for housing or Category 2 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.~~
- ~~L.F. Contractor shall utilize FIN the Santa Barbara County Financial Information 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-1
SAMPLE DIVERSION INVOICE

THIS IS A SAMPLE AND MAY BE MODIFIED FOR CATEGORY 1 OR 2 USE.

[Insert Contractor's Department company logo/address]

DIVERSION 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]

EXHIBIT B-2
SAMPLE HOUSING INVOICE

THIS IS A SAMPLE AND MAY BE MODIFIED FOR HOUSING FUNDING USE.

[Insert Contractor's Department company logo/address]

HOUSING INVOICE

DATE	INVOICE #
mm/yyyy	

Department of State Hospitals
Attn: Accounting Office
1215 O Street, MS-2
Sacramento, CA 95814

AGREEMENT #

DSH Diversion Funding Disbursement Request					
	Disbursement		Number of Clients		Total Disbursement Requested
<input type="checkbox"/>	Service month (mm/dd/yyyy)		#####		\$ <u>Actual Expenditures</u>

*Attached please find our excel spreadsheet containing our actual expenditures.
Our county housing client data has been submitted via secure portal.

PLEASE MAKE REMITTANCE PAYABLE TO:
[Insert Contractor's Department billing contact/address]

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