

**STANDARD AGREEMENT - AMENDMENT**

Attachment A

STD 213A (Rev. 4/2020)

 CHECK HERE IF ADDITIONAL PAGES ARE ATTACHED \_\_\_\_\_ PAGES

AGREEMENT NUMBER

21-76003-029

AMENDMENT NUMBER

A2

Purchasing Authority Number

DSH-4440

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

CONTRACTING AGENCY NAME

Orange county

CONTRACTOR NAME

Department of State Hospitals

2. The term of this Agreement is:

START DATE

July 1, 2021

THROUGH END DATE

June 30, 2025

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

270,000.00

Two Hundred Seventy Thousand Dollars and Zero Cents

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

A. Agreement is extended for twelve (12) months with the effective date of this amendment being July 1, 2024.

B. This agreement increases the agreements total dollar amount of \$210,000.00 by \$60,000.00. The total maximum amount of this agreement shall now be \$270,000.00.

*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.)

Orange County

CONTRACTOR BUSINESS ADDRESS

320 North Flower Street

CITY

Santa Ana

STATE

CA

ZIP

92703

PRINTED NAME OF PERSON SIGNING

Donald Barnes

TITLE

Sheriff

CONTRACTOR AUTHORIZED SIGNATURE

DATE SIGNED

Veronica Kelley

Orange County Healthcare Agency

Date

**STANDARD AGREEMENT - AMENDMENT**

STD 213A (Rev. 4/2020)

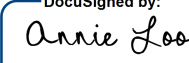
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AGREEMENT NUMBER 21-76003-029	AMENDMENT NUMBER A2	Purchasing Authority Number DSH-4440
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**STATE OF CALIFORNIA**

CONTRACTING AGENCY NAME Department of State Hospitals				
CONTRACTING AGENCY ADDRESS 1215 O Street		CITY Sacramento	STATE CA	ZIP 95814
PRINTED NAME OF PERSON SIGNING Marina Roney		TITLE Section Manager, PCSS		
CONTRACTING AGENCY AUTHORIZED SIGNATURE		DATE SIGNED		
CALIFORNIA DEPARTMENT OF GENERAL SERVICES APPROVAL		EXEMPTION (If Applicable) W & I Code 4335.2 (H)		

Approved as to Form.  
Office of the County Counsel  
Orange County, California

By:   
Deputy B7726751D1E947E...

**EXHIBIT A**  
**SCOPE OF WORK**

**1. CONTRACTED PARTIES:**

A. This Agreement is made and entered into by and between, the Department of State Hospitals (DSH) and Orange County, hereafter referred to as Contractor, to provide DSH with relevant inmate medical records, including mental health and behavioral health records, and coordinate telehealth video interviews of defendants who have been committed to DSH as Incompetent to Stand Trial (IST) on a felony charge, and are awaiting admission to a DSH facility. Services are to be provided in accordance with Welfare and Institutions Code (WIC) section 4335.2 and are identified as IST Re-Evaluation services herein. IST Re-Evaluation Services performed by DSH will be for the purposes of re-evaluating competency status, psychotropic medication status, and assessment for placement in an alternative community based programs including but not limited to mental health diversion or community based restoration.

**2. SERVICE LOCATIONS:**

A. These services will be performed primarily through remote telehealth, video conferencing and other technologies facilitated by the county jail or other county locations housing felony IST defendants and in coordination with the DSH.

**3. SERVICE HOURS:**

A. The services shall be provided upon request during the hours of operation of the locations where services are required. DSH shall make every effort to assign work to be performed Monday through Friday, during core hours of 7:00 am to 7:00 pm.

**4. PROJECT REPRESENTATIVES:**

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

*Contract Manager:*

Department of State Hospitals:		Contractor	
Section/Unit: Forensic Services Division		Section/Unit: Orange County	
Attention: Gilbert Jackson, SSM I		Attention: Dwight Tipping, MPH	
Address: 1215 O Street, MS-9 Sacramento, CA 95814		Address: 320 N. Flower Street Santa Ana, CA 92703	
Phone: (916) 562-2810	Fax: (916) 653-2257	Phone: (714) 834-6217	Fax: N/A
Email: Gilbert.Jackson@dsh.ca.gov		Email: dtipping@ocsheriff.gov	

*Administrative Contacts (all administrative inquiries should be directed to):*

Department of State Hospitals:		Contractor: Insert Contractor's Name,	
Section/Unit: Forensic Services Division		Section/Unit: Orange County	
Attention: Kecia Aldridge-Hall		Attention: Dwight Tipping, MPH	
Address: 1215 O Street, MS-9 Sacramento, CA 95814		Address: 320 N. Flower Street Santa Ana, CA 92703	
Phone: (916) 562-3022	Fax: (916) 653-2257	Phone: (714) 834-6217	Fax: N/A
Email: Kecia.Aldridge@dsh.ca.gov		Email: dtipping@ocsheriff.gov	

Either party may make changes to the contact names or information above by giving written notice to the other party. Said changes shall not require an amendment to this Agreement.

**5. SUMMARY OF WORK TO BE PERFORMED:**

- A. The Contractor shall provide DSH with relevant and updated records of IST defendants who have been selected by DSH to participate in this program.
- B. The Contractor shall coordinate with DSH for the scheduling of interviews of those IST defendants selected to participate in primarily telehealth video interviews.
- C. The Contractor shall provide the necessary secure setting, technology, and security for these evaluations.
- D. The DSH makes no representation as to the minimum amount of services required under this Agreement.
- E. WIC section 4335.2, subdivision (c) provides, DSH shall have the authority and sole discretion to consider and conduct reevaluations, which will occur primarily through video telehealth.

**6. CONTRACTOR RESPONSIBILITIES:**

- A. The Contractor agrees to provide support services to DSH that shall include but not be limited to:
  - i. Securing and maintaining all necessary equipment such as a laptop or electronic tablets installed with appropriate software and having access to a secured internet connection required to facilitate telehealth video interviews with the DSH-assigned forensic evaluators. DSH shall reserve the right to approve the software application that will be utilized for telehealth video interviews of IST defendants.
  - ii. Coordinating with DSH forensic evaluators and other assigned staff in the scheduling of telehealth interviews within 24 hours of DSH contact.
  - iii. Providing DSH with all relevant and updated inmate medical records which include, but are not limited to, general medical records, mental health records, behavioral health records, and custodial records, upon request by DSH and, at a maximum of 24 hours from the initial request.

- iv. Providing DSH with a contact to facilitate any DSH Evaluator requested collateral contacts with jail and/or medical staff.
- v. Providing the necessary logistics to facilitate the scheduled tele-health interview with the IST defendant. Logistics shall include, but not be limited to, escorting the IST defendant from the individual's cell to the interview room where the telehealth video interview will take place and providing security and monitoring of the IST defendant as necessary.
- vi. Providing DSH and evaluators with a contact for technical assistance, and an emergency contact to report any incidents that may arise during the interviews.
- vii. Providing evaluators with access and security for any in-person interviews, which may occur at the sole discretion of DSH.
- viii. If services are provided on DSH grounds, then the Contractor shall participate in any of the DSH workplace violence prevention, infection control-illness prevention, and workplace safety measures or programs as may be required by DSH. This responsibility includes compliance with infection control measures, use of Personal Protective Equipment (PPE) as prescribed by DSH, attending any and all related training or orientation to such measures or programs as may be required and scheduled by the DSH. DSH will provide the Contractor with electronic versions of the DSH's current Illness and Injury Prevention Plan (IIPP), Workplace Violence Prevention Plan (WVPP), DSH Code of Safe Practices, and other appropriate documents to support worksite safety and infection control.

## **7. THE DSH RESPONSIBILITIES:**

- A. The DSH will provide the Contractor access to the DSH document management platform.
- B. The DSH will provide the Contractor one-time start-up funds, based on a flat rate set by DSH, for reimbursement of information technology support, equipment and software necessary to facilitate telehealth interviews such as laptops or tablets, internet and the associated licensing for necessary software in coordination with DSH.
- C. The DSH will reimburse Contractor for a portion of staff time utilized to facilitate video telehealth interviews for each telehealth evaluation conducted. Refusals will only be paid when Defendant declines to be interviewed to the evaluator, when the evaluator has the opportunity to speak to, see, and observe the defendant. Reimbursement will be based on a flat rate set by DSH.
- D. The DSH will coordinate with the Contractor regarding scheduling interviews, records requests, and collateral interview contacts for IST defendants.
- E. The DSH will provide Contractor with the most current approved IST invoice template. Contractor will be paid on a quarterly basis in arrears following the conclusion of the telehealth evaluations.

**8. PERFORMANCE MEASURES:**

A. Complete and Timely Provision of Services

- i. Expectations: Contractor is expected to provide all services which include, but are not limited to, providing DSH with collateral contacts, relevant records and scheduling interviews, in a timely manner—in accordance with timelines established by DSH.

**9. AMENDMENTS:**

- A. The parties reserve the right to amend this Agreement by extending the term for up to one (1) one-year renewal and to add funding sufficient for that period at the same rates. This right to amend is in addition to the right to amend for other reasons contained in this Agreement. Any amendments shall be in writing and signed by both parties, and be approved by the Department of General Services if such approval is required.

**EXHIBIT B**  
**BUDGET DETAIL AND PAYMENT PROVISIONS**

**1. INVOICING AND PAYMENT:**

- A. Contractor shall submit all invoices not more frequently than monthly in arrears.
- B. Invoices should be sent no later than 90-days past the month the evaluation was conducted ~~“e.g., April 2022 invoice packet must be submitted no later than July 1, 2022.”~~ **“(e.g., April 2023 invoice packet must be submitted no later than July 1, 2023).”**
- C. The invoice shall identify all IST Defendants for whom DSH was provided with relevant updated inmate medical records and has completed an interview. Refusals will only be paid when Defendant declines to be interviewed to the evaluator, when the evaluator has the opportunity to speak to, see, and observe the defendant..
- D. For services satisfactorily rendered, and upon receipt and approval of invoices submitted as described herein, the DSH agrees to compensate Contractor in accordance with the rates specified in section 5, Budget Detail.
- E. The DSH is not responsible for services performed by Contractor outside of this agreement, nor for services performed other than as outlined in Exhibit A, Scope of Work.
- F. The DSH makes no guarantee, either written or implied, as to the actual amount of funds that will be expended under this Agreement.

**2. INSTRUCTIONS TO CONTRACTOR:**

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

Department of State Hospitals  
Attn: Accounts Payable  
1215 O Street, MS-2  
Sacramento, CA 95814  
OR

E-Mail: [DSHSac.AccountsPayable@dsh.ca.gov](mailto:DSHSac.AccountsPayable@dsh.ca.gov)

- B. Contractor shall submit one original and one (1) copy of each invoice, unless emailed.
- C. Contractor must utilize the most current DSH approved IST invoice template provided by DSH. The Contractor shall type, not handwrite, each invoice. Step by step instructions to complete the invoice will be provided by DSH.
- D. DSH Administrators will provide the Contractor with the most current approved IST Invoice template and detailed Invoice instructions.

Department of State Hospitals

Orange County  
 Agreement Number: 21-76003-029 A1  
 Exhibit B, Budget Detail and Payment Provisions

- E. 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.
- F. Contractor shall list and itemize in accordance with section 5, Budget Detail, all services or deliverables provided on each invoice.
- G. 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. First initial and last name of IST Defendant evaluated;
  - iv. Invoice total;
  - v. Written proof of DSH's approval as required by this Agreement for those services requiring pre-approval.

### **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 (FY) 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 FYs, should funds not be appropriated by Congress or approved by the Legislature for the FY in which the Agreement was entered into, and/or any subsequent years covered under this Agreement, 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 will be made in accordance with, and within the time specified in, Government Code section 927, et seq.



**5. BUDGET DETAIL:**

A. Contractor shall be compensated in accordance with the following:

**Rate Sheet**

Jail Support Cost	Rate
One-time start-up Cost Reimbursement per County (laptops/software etc.)	\$5,000.00
Sheriff Logistics and Coordination of re-evaluation (portion of jail staff time to provide support, escort, security and monitoring of the IST defendant) <b>Rate applies to services performed prior to July 1, 2022.</b>	\$500.00 Flat Rate Per IST Evaluation
<b>Sheriff Logistics and Coordination of re-evaluation (portion of jail staff time to provide support, escort, security and monitoring of the IST defendant) Rate applies to services performed after to June 30, 2022.</b>	<b>\$1,000.00 Flat Rate Per IST Evaluation</b>

- i. The portion of staff time utilized to facilitate telehelath interviews and evaluation of felony IST defendants in the jail will be compensated within the all-inclusive flat rate fee per each IST evaluation completed or refusal following articulated protocols referenced above.
  - ii. Each IST evaluation consist of a completed interview and updated records which include, but are not limited to, general medical records, mental health records, behavioral health records, and custodial records.
  - iii. If the IST Defendant declines to be interviewed to the evaluator, when the evaluator has the opportunity to speak to, see, and observe the defendant. the completed interview criteria will be met.
- B. The DSH does not expressly or by implication agree that the actual amount of work will correspond with any estimation provided in this Agreement, and reserves the right to omit portions of the estimated amount of work as may be deemed necessary or advisable by the DSH. The estimates listed above are a good faith estimate and are not a guarantee of business and is subject to change depending on fluctuation in IST defendant referrals. The amounts indicated above/below will be used solely for the purposes of encumbering funds. The DSH makes no guarantee, expressed or implied for actual amount of work to be performed. ~~However, the rates contained in Exhibit B shall be binding for the term of this Agreement.~~
- 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 to reflect work validated for completion. In no event will this change the contract price for the services actually rendered.
- D. Contractor must submit each invoice within ninety (90) days from the last day of the month in which services were rendered; unless Contractor has pre-approval, in writing, from the DSH. If Contractor fails to provide invoices within this timeframe, 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.

Department of State Hospitals

Orange County  
Agreement Number: 21-76003-029 A1  
Exhibit B, Budget Detail and Payment Provisions

INVOICE TEMPLATE:

DSH IST Received Stamp

DSH IST Approved Stamp

**IST INVOICE**

Month:	
Year:	
Is this invoice the original or a supplemental (additional) submission?	Original Supplemental (Additional)

FSD USE ONLY	
Invoice Number:	
<b>Dispute Information:</b>	
Disputed Date:	
Resolved Date:	

**CONTRACT INFORMATION:**

Business/Contract Name	
Contracted Street Address	
Contracted City, State, Zip	
Contract Phone Number	
Current Contract Number	

TO:

California Department of State Hospitals  
 Attn: Accounts Payable, MS-2  
 1215 O Street  
 Sacramento, CA 95814  
 DSHSAC.AccountsPayable@dsh.ca.gov

**STOP!**  
 Please read!  
 The totals will appear  
 once your contractor  
 information is complete.

Invoice Summary	
Evaluations:	
Total Invoice	\$ -

CONTRACTOR SIGNATURE:

	<b>DATE SIGNED:</b>

Small Business Certification Number \* (If applicable)

Small Business Certification Stamp

Date to DSH Accounting Stamp

