

STANDARD AGREEMENT - AMENDMENT

STD 213A (Rev. 4/2020)

☒ CHECK HERE IF ADDITIONAL PAGES ARE ATTACHED 5 PAGES

AGREEMENT NUMBER

21-76003-029

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

Orange County

2. The term of this Agreement is:

START DATE

July 1, 2021

THROUGH END DATE

June 30, 2024

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

\$210,000.00

Two Hundred Ten 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. This amendment adds \$60,000.00 to the original agreement of \$150,000.00 for a new maximum agreement of \$210,000.00.

B. Exhibit B, "Budget Detail and Payment Provisions" is attached hereto. Deletions are in strike-through 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.)

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

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

Tiffany Ladd

TITLE

Section Manager, PCSS

CONTRACTING AGENCY AUTHORIZED SIGNATURE

DATE SIGNED

CALIFORNIA DEPARTMENT OF GENERAL SERVICES APPROVAL

EXEMPTION (If Applicable)

W & I code 4335.2 (f)

APPROVED AS TO FORM
 OFFICE OF THE COUNTY CLERK
 ORANGE COUNTY, CALIF.

By: [Signature]
 Deputy

Date: 10/6/22

Department of State Hospitals

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 Exhibit B, Budget Detail and Payment Provisions

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

- 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.

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- 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) Rate applies to services performed prior to July 1, 2022.	\$500.00 Flat Rate Per IST Evaluation
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.	\$1,000.00 Flat Rate Per IST Evaluation

- 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.

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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:	
Dispute Information:	
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:

DATE SIGNED:

Small Business Certification Number * (If applicable)

Small Business Certification Stamp

Date to DSH Accounting Stamp

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