



February 2, 2021

The Honorable Board of Supervisors
Administration Building
1221 Oak Street
Oakland, CA 94612

Dear Board Members:

SUBJECT: APPROVE THE FIRST AMENDMENT TO THE STANDARD SERVICES AGREEMENT WITH REGENTS OF THE UNIVERSITY OF CALIFORNIA TO EXTEND THE CONTRACT TO PERFORM CONSERVATORSHIP EVALUATIONS BY THIRTY-FOUR MONTHS

RECOMMENDATIONS

- A. Approve Amendment No. 1 to the Standard Services Agreement (Procurement Contract No. 16228) with Regents of the University of California, on behalf of the University of California, San Francisco campus, to provide licensed forensic psychiatrists to perform conservatorship evaluations extending the contract term of 4/1/18 – 3/31/21 by 34 months to 1/31/24 with no change in the amount of \$675,000; and
- B. Delegate authority to the Agency Director or designee to execute the agreement subject to review and approval as to form by County Counsel, and submit an executed copy to the Clerk of the Board for filing.

DISCUSSION/SUMMARY

The purpose of this Board Letter is to request funding for mental health evaluations for people who are incompetent to stand trial and enrolled in a new diversion pilot program.

On May 08, 2018 (Item No. 3), your Board approved the agreement with Regents of the University of California (UC Regents) to provide Alameda County Behavioral Health (ACBH) a reliable source or pool of qualified psychiatrists who can perform conservatorship evaluations to individuals Incompetent to Stand Trial (IST). Currently psychiatrists contract with ACBH through its Billing and Benefits Support Unit as individual providers. UC Regents, through its Program in Psychiatry and the Law, maintains a pool of qualified psychiatrists who can perform Murphy conservatorship evaluations and will be a single point of contact for the County.

In 2020, ACBH received a grant from the Department of State Hospitals (DSH) to implement a PC 1001.36 mental health diversion pilot program to divert incompetent individuals awaiting restoration pursuant to PC 1370 from the criminal justice system. DSH will reimburse ACBH for expenses to serve these individuals up to \$3 million over the 3-year pilot term. The purpose of the pilot is to provide alternatives for people with severe and persistent mental illness to avoid ongoing episodes in the criminal justice system. The individuals served in this pilot are some of our county's most mentally ill residents and due to their mental illness have had numerous law enforcement encounters. We have agreed in our contract with DSH that a maximum of 22 individuals over a

three-year period will be served. The tentative start date for this pilot is February 24, 2021, pending Board of Supervisors approval of this request.

Participants in the pilot will be identified by the Public Defender and District Attorneys and agree to divert from State hospital placement. Upon the above agreement participants are presented to the Court and referred for a formal evaluation. These evaluations will be conducted by UCSF staff in a manner similar to Murphy evaluations.

SELECTION CRITERIA

*General Services Agency (GSA) issued a Finding of Non-Competition sole source #7216 on 01/28/2021 in accordance with the County Administrative Code Section 4.12.010. GSA determined that the requested service would fall under **Section V. Approved Exceptions to the County Competitive Procurement Policy- Item J. State or Federal Mandated Products or Services**. The Non-Competition sole source is to extend the consulting services period for 04/1/18-03/31/21 to 4/1/18- 1/31/24. The Office of Acquisition Policy also issued a SLEB waiver# 7276, with expiration 1/31/24.*

FINANCING

Funding for this contract (\$675,000) is County General Fund and will support the in-kind match required by the DSH grant. The funding is already in the FY 2020-21 ACBH Budget and subsequent years. Approval of the recommendation will have no impact on net County cost.

VISION 2026 GOAL

This mental health diversion pilot program meets the 10X goal pathway of **Healthcare for All** in support of the shared vision of a **Thriving and Resilient Population** and **Safe and Livable Communities**

Sincerely,

DocuSigned by:

Colleen Chawla
CB284AE84C50405...

Colleen Chawla, Director
Health Care Services Agency

CC/JM/KL

<i>Contractor:</i>	<i>The Regents of the University of California San Francisco</i>
<i>Original Contract Period:</i>	<i>04/01/18 to 03/31/21</i>
<i>1st Amendment Contract Period:</i>	<i>04/01/18 to 01/31/24 (an extension of 34 months)</i>
<i>Original Contract Amount:</i>	<i>\$675,000</i>
<i>1st Amendment Contract Amount:</i>	<i>No Change</i>

FIRST AMENDMENT TO STANDARD SERVICES AGREEMENT

This First Amendment to Agreement (“First Amendment”) is made by the County of Alameda (“County”) and The Regents of the University of California San Francisco (UCSF), Program in Psychiatric and the Law, (“Contractor”) with respect to that certain agreement dated April 1, 2018 (referred to herein as the “Agreement” or “Contract”) pursuant to which Contractor provides Forensic Psychiatric Services for Murphy Evaluation services to County.

County and Contractor, for valuable consideration, the receipt and sufficiency of which are hereby acknowledged, agree as follows:

1. Except as otherwise stated in this First Amendment, the terms and provisions of this Amendment will be effective as of the date this First Amendment is executed by the County (“Effective Date”).
2. The term of the Agreement is currently scheduled to expire on March 31, 2021. As of the Effective Date, the term of the Agreement is extended through January 31, 2024.
3. Exhibit A-1, Definition of Services, is attached hereto and made a part of the Agreement.
4. Exhibit B-1, Payment Terms, is attached hereto and made a part of the Agreement.
5. Exhibit C is attached hereto and made a part of the Agreement.

6. Exhibit D-1, Debarment and Suspension Certificate, is attached hereto and made a part of the Agreement.
7. Except as expressly modified by this First Amendment, all of the terms and conditions of the Agreement are and remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment.

COUNTY OF ALAMEDA

By: _____
Signature

Name: _____
(Printed)

Title: President of the Board of Supervisors

Date: _____

Approved as to Form:
Donna R. Ziegler, County Counsel,
County of Alameda

By: _____
Raymond Leung Deputy County Counsel
Signature

THE REGENTS OF THE
UNIVERSITY OF CALIFORNIA SAN
FRANCISCO, PROGRAM IN
PSYCHIATRY AND THE LAW

DocuSigned by:
By: 
Signature

Name: Dr. Renee Binder
(Printed)

Title: Director, Program in Psychiatry
and the Law

Date: 3/4/2021

By signing above, signatory warrants
and represents that he/she executed this
First Amendment in his/her authorized
capacity and that by his/her signature
on this First Agreement, he/she or the
entity upon behalf of which he/she
acted, executed this First Amendment.

EXHIBIT A-1 **DEFINITION OF SERVICES**

This Exhibit A-1 sets forth additional services to be performed by Contractor.

I. Background

Alameda County has been chosen by the Department of State Hospitals (DSH) to implement a pilot for pre-trial jail felony mental health diversion program for individuals charged with felony offenses in Alameda 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.” The DSH Pilot Program 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.

II. Problem Statement

The Legislature enacted PC 1001.36 and WIC §4361 and amended PC 1370 on June 27, 2018, to authorize courts to divert certain individuals with serious mental illness and the DSH to contract with counties as a funding mechanism for the establishment of new or expansion of existing pre-trial mental health diversion programs. PC 1001.36 and PC 1370 establish the criteria by which a court can divert an individual to a county pre-trial Felony Mental Health Diversion Program and WIC §4361 outlines the criteria for clients participating in a county program funded by DSH. Alameda County has contracted with DSH on a pilot for diversion program, in order to reduce the number of felony incompetent to stand trial (IST) placements by 30% (N=22). These individuals will have a primary diagnosis of schizophrenia, schizoaffective disorder or bipolar disorder and who are at risk or have committed certain felony crimes and are found by a court to qualify for diversion services pursuant to Penal Code (PC) section 1001.36, PC 1370 and WIC §4361.

III. Goals/Key Deliverables

University of California San Francisco (UCSF) (“Contractor”) shall partner with Alameda County Behavioral Health Care Services (“County”) to provide evaluations for our DSH Pilot Program. The **goal** of this work is to assess whether a candidate meets the criteria under Penal Code § 1001.36, verify whether level of care placement recommendation for the particular client is adequate for client and community safety, and write a report of opinion for submission to the court.

Key objectives include:

1. Complete an initial assessment for clients in custody on a 1370 status and respond to the questions as described in Penal Code § 1001.36
2. Perform a records review, engage in any clinical assessment needed for diagnosis
3. Respond to the questions conveyed in the court order in the form of a written report to the court
4. Include within the report the reasoning behind any clinical opinion reached by the clinician

IV. Scope of Work & Deliverables

1. Contractor shall provide licensed forensic psychiatrist(s) to perform 1001.36 evaluations as needed. These evaluations will be used to determine whether individuals meet the criteria for Felony Mental Health Diversion. Contractor will provide the necessary evaluation for potential use by the Community Program Director, their designee and County attorneys (Council) in connection with the DSH Pilot Procedure related diversion proceedings.
2. The Contractor will only accept referrals for evaluations from ACBH. Contractor will respond within 24 hours of the request to notify ACBH as to whether or not they will choose to complete the assessment/service
3. Contractor shall provide a reliable and available mechanism for County to request services in a timely manner, providing current contact information to ACBH including current and working fax number, telephone(s), address, pager, email address, as applicable.
4. Once ACBH has requested an evaluation, ACBH will be responsible for providing all pertinent medical records for the Contractor to review as well as scheduling interviews (face to face or via video conference) with the clients. ACBH will also work on any clearance issues for Contractor's psychiatrists to enter the jail as required and help to problem solve issues as they arise.
5. In order for the Community Program Director, their designee and Council to decide whether the evaluation will be used in connection with the Felony Mental Health Diversion and other proceedings, the Contractor will initially provide a verbal report to the Community Program Director, their designee or Council regarding outcomes of each evaluation within 7 calendar days from the day the

interview is conducted with the client. The Contractor will follow up with a written report within 14 calendar days from the day the interview is conducted with the client. These deadlines may be extended upon mutual agreement by the parties in writing/via email.

6. If necessary, the Contractor's psychiatrist will attend court hearings as set by the court. The Contractor is responsible for providing current contact information to ACBH including current and working current and working fax number, telephone(s), address, pager, email address, as applicable. Contractor must promptly notify ACBH if there are any changes to contact information. County contact information is as follows:

Alameda County Behavioral Health
Attention: Kate Jones
2000 Embarcadero Cove, Ste 400
(510) 406-2001
Katherine.Jones@acgov.org

Alameda County Behavioral Health
Attention: Jennifer Mullane
2000 Embarcadero Cove, Ste 400
(510) 383-1778
Jennifer.Mullane@acgov.org

V. Administration

Contractor's psychiatrists must have and maintain licensure and credentials, and must possess the professional experience, appropriate for the performance of services under this Agreement.

VI. Reporting Requirements (Subject to Additional Reporting Requirements below)

- Contractors will invoice this work on a monthly basis (for evaluations completed within that time period). This work will require limited, to no, on-site presence at the relevant stakeholder sites but may require video conferences and/or telephonic conferences. Contractors will work closely with the program supervisor to define specific deliverables, and manage risk.
- Invoice reports should include the date of the submitted evaluations and the total number of hours spent. Contractor will provide other reports as requested by County.

- Contractor shall comply with applicable reporting and documentation requirements of County, State, and Federal agencies as a condition of funding, including any sub-contract(s)'s compliance with applicable federal, state, and local funding requirements, including as applicable, compliance with the terms under Exhibit F and Exhibit F-1.

EXHIBIT B-1
PAYMENT TERMS

The payment terms in this Exhibit B-1 shall apply to all services provided pursuant to the Agreement as of the Effective Date of the First Amendment.

1. PAYMENT SCHEDULE

2.

a) Contractor will be paid at the rate below per completed evaluation report (which includes any related services under Exhibit A).

	Murphy Evaluations	DSH Evaluations
PhD	\$1,800	\$1,800
MD	\$2,000	\$2,000

b) Contractor will submit monthly invoices with date of services and confidential case identifier.

c) County will use its best efforts to make payment to Contractor upon successful completion and acceptance of the following services listed within thirty (30) days upon receipt and approval of invoice.

3. Time Limit for Submitting Invoices. Contractor shall submit an invoice for services to County for payment in accordance with the provisions of Agreement. County shall not be obligated to pay Contractor for services covered by any invoice if Contractor presents the invoice to County more than 180 days after the date Contractor renders the services, or more than 90 days after this Agreement terminates, whichever is earlier.

4. Invoices will be reviewed for approval by the County and sent to :

Alameda County Behavioral Health
Attn: Kate Jones
2000 Embarcadero Cove, Suite 400
Oakland, CA 94606
Email: Katherine.Jones@acgov.org

5. Total payment under the terms of this Agreement will not exceed the total amount of Six Hundred Seventy Five Thousand dollars (\$675,000) for the period of April 1, 2018 through January 31, 2024. This cost includes all taxes and all other charges.

EXHIBIT C

COUNTY OF ALAMEDA MINIMUM INSURANCE REQUIREMENTS

Without limiting any other obligation or liability under this Agreement, the Contractor, at its sole cost and expense, shall secure and keep in force during the entire term of the Agreement or longer, as may be specified below, the following minimum insurance coverage, limits and endorsements:

TYPE OF INSURANCE COVERAGES		MINIMUM LIMITS
A	Commercial General Liability Premises Liability; Products and Completed Operations; Contractual Liability; Personal Injury and Advertising Liability	\$1,000,000 per occurrence (CSL) Bodily Injury and Property Damage
B	Commercial or Business Automobile Liability All owned vehicles, hired or leased vehicles, non-owned, borrowed and permissive uses. Personal Automobile Liability is acceptable for individual contractors with no transportation or hauling related activities	\$1,000,000 per occurrence (CSL) Any Auto Bodily Injury and Property Damage
C	Workers' Compensation (WC) and Employers Liability (EL) Required for all contractors with employees	WC: Statutory Limits EL: \$1,000,000 per accident for bodily injury or disease
D	<u>Endorsements and Conditions:</u> <ol style="list-style-type: none"> ADDITIONAL INSURED: All insurance required above with the exception of Commercial or Business Automobile Liability, Workers' Compensation and Employers Liability, shall be endorsed to name as additional insured: County of Alameda, its Board of Supervisors, the individual members thereof, and all County officers, agents, employees, volunteers, and representatives. The Additional Insured endorsement shall be at least as broad as ISO Form Number CG 20 38 04 13. DURATION OF COVERAGE: All required insurance shall be maintained during the entire term of the Agreement. In addition, Insurance policies and coverage(s) written on a claims-made basis shall be maintained during the entire term of the Agreement and until 3 years following the later of termination of the Agreement and acceptance of all work provided under the Agreement, with the retroactive date of said insurance (as may be applicable) concurrent with the commencement of activities pursuant to this Agreement. REDUCTION OR LIMIT OF OBLIGATION: All insurance policies, including excess and umbrella insurance policies, shall include an endorsement and be primary and non-contributory and will not seek contribution from any other insurance (or self-insurance) available to the County. The primary and non-contributory endorsement shall be at least as broad as ISO Form 20 01 04 13. Pursuant to the provisions of this Agreement insurance effected or procured by the Contractor shall not reduce or limit Contractor's contractual obligation to indemnify and defend the Indemnified Parties. INSURER FINANCIAL RATING: Insurance shall be maintained through an insurer with a A.M. Best Rating of no less than A:VII or equivalent, shall be admitted to the State of California unless otherwise waived by Risk Management, and with deductible amounts acceptable to the County. Acceptance of Contractor's insurance by County shall not relieve or decrease the liability of Contractor hereunder. Any deductible or self-insured retention amount or other similar obligation under the policies shall be the sole responsibility of the Contractor. SUBCONTRACTORS: Contractor shall include all subcontractors as an insured (covered party) under its policies or shall verify that the subcontractor, under its own policies and endorsements, has complied with the insurance requirements in this Agreement, including this Exhibit. The additional Insured endorsement shall be at least as broad as ISO Form Number CG 20 38 04 13. JOINT VENTURES: If Contractor is an association, partnership or other joint business venture, required insurance shall be provided by one of the following methods: <ul style="list-style-type: none"> Separate insurance policies issued for each individual entity, with each entity included as a "Named Insured" (covered party), or at minimum named as an "Additional Insured" on the other's policies. Coverage shall be at least as broad as in the ISO Forms named above. Joint insurance program with the association, partnership or other joint business venture included as a "Named Insured". CANCELLATION OF INSURANCE: All insurance shall be required to provide thirty (30) days advance written notice to the County of cancellation. CERTIFICATE OF INSURANCE: Before commencing operations under this Agreement, Contractor shall provide Certificate(s) of Insurance and applicable insurance endorsements, in form and satisfactory to County, evidencing that all required insurance coverage is in effect. The County reserves the rights to require the Contractor to provide complete, certified copies of all required insurance policies. The required certificate(s) and endorsements must be sent as set forth in the Notices provision. 	

EXHIBIT D-1

**COUNTY OF ALAMEDA
DEBARMENT AND SUSPENSION CERTIFICATION**

The Contractor, under penalty of perjury, certifies that, except as noted below, contractor, its principals, and any named or unnamed subcontractor:

- **Is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency;**
- **Has not been suspended, debarred, voluntarily excluded or determined ineligible by any federal agency within the past three years;**
- **Does not have a proposed debarment pending; and**
- **Has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three years.**

If there are any exceptions to this certification, insert the exceptions in the following space.

Check if continued on attached page. For any exception noted above, indicate below to whom it applies, initiating agency, and dates of action.

Check if continued on attached page.

Notes: Providing false information may result in criminal prosecution or administrative sanctions. The above certification is part of the Amendment to the Standard Services Agreement. Signing the Amendment to Standard Services Agreement on the signature portion thereof shall also constitute signature of this Certification.

CONTRACTOR: The Regents of the University of California San Francisco, Program in Psychiatry and the Law

PRINCIPAL: Dr. Renee Binder

TITLE: Director, Program in Psychiatry & the Law

SIGNATURE: Dr. Renee Binder

DATE: 3/4/2021

DocuSigned by:

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