

File No. 190904

Committee Item No. 4

Board Item No. _____

COMMITTEE/BOARD OF SUPERVISORS

AGENDA PACKET CONTENTS LIST

Committee: Budget & Finance Committee

Date October 9, 2019

Board of Supervisors Meeting

Date _____

Cmte Board

- Motion
- Resolution
- Ordinance
- Legislative Digest
- Budget and Legislative Analyst Report
- Youth Commission Report
- Introduction Form
- Department/Agency Cover Letter and/or Report
- MOU
- Grant Information Form
- Grant Budget
- Subcontract Budget
- Contract/Agreement
- Form 126 – Ethics Commission
- Award Letter
- Application
- Public Correspondence

OTHER (Use back side if additional space is needed)

- Scope of Work
- _____
- _____
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- _____

Completed by: Linda Wong Date October 4, 2019

Completed by: Linda Wong Date _____

1 [Accept and Expend Grant - Retroactive - California Department of State Hospitals - Pre-Trial
2 Felony Mental Health Diversion Program - \$2,300,400]

3 **Resolution retroactively authorizing the Department of Public Health to accept and**
4 **expend a grant in the total amount of \$2,300,400 from the California Department of**
5 **State Hospitals to participate in a program, entitled “Pre-Trial Felony Mental Health**
6 **Diversion,” for the three-year budget period of September 15, 2019, through**
7 **September 14, 2022.**

8
9 WHEREAS, The California Department of State Hospitals has agreed to fund the
10 Department of Public Health (DPH) in the amount of \$2,300,400 for the period of September
11 15, 2019, through September 14, 2022; and

12 WHEREAS, Assembly Bill (AB) 1810 and Senate Bill (SB) 215 which amended Penal
13 Code (PC), Section 1001.35-1001.36 provided options for courts to authorize pre-trial
14 diversion for individuals with serious mental disorders who have committed certain felony or
15 misdemeanor crimes; and

16 WHEREAS, The purpose of this program is to provide new pathways to dismissal of
17 charges for felony-charged individuals with serious mental illness who are at risk of being
18 found Incompetent to Stand Trial (IST), while reducing and eliminating criminal justice
19 recidivism and supporting the long-term stability, wellness, and safety of justice involved
20 individuals with mental illness; and

21 WHEREAS, The grant requires matching funds in the total amount of \$475,963 from
22 the San Francisco Department of Public Health General Fund; and

23 WHEREAS, The grant does not require an Annual Salary Ordinance Amendment; and

24 WHEREAS, The budget includes a provision for indirect costs in the amount of
25 \$209,127; now, therefore, be it

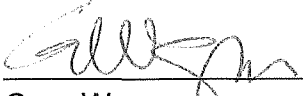
1 RESOLVED, That DPH is hereby authorized to accept and expend a grant in the
2 amount of \$2,300,400 from the California Department of State Hospitals; and, be it

3 FURTHER RESOLVED, That DPH is hereby authorized to accept and expend the
4 grant funds pursuant to Administrative Code, Section 10.170-1.

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RECOMMENDED:

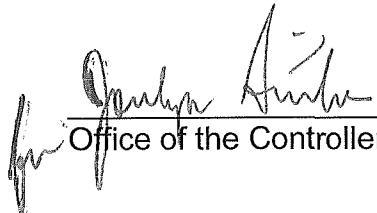


Greg Wagner
Chief Financial Officer

APPROVED:



for Office of the Mayor



for Office of the Controller

File Number: _____
(Provided by Clerk of Board of Supervisors)

Grant Resolution Information Form
(Effective July 2011)

Purpose: Accompanies proposed Board of Supervisors resolutions authorizing a Department to accept and expend grant funds.

The following describes the grant referred to in the accompanying resolution:

1. Grant/Project Title: Pre-Trial Felony Mental Health Diversion Program
2. Department: Public Health
3. Contact Person: Angelica Almeida Telephone: (415) 255-3722
4. Grant Approval Status (check one):
 Approved by funding agency Not yet approved
5. Amount of Grant Funding Approved or Applied for: \$2,300,400
Year 1 - \$760,047
Year 2 - \$758,849
Year 3 - \$781,504

- 6a. Matching Funds Required: \$475,963
- b. Source(s) of matching funds (if applicable): SFDPH general fund

- 7a. Grant Source Agency: California Department of State Hospitals
- b. Grant Pass-Through Agency (if applicable):

8. Proposed Grant Project Summary:

Mental Health Diversion utilizes the new options provided by Assembly Bill (AB) 1810 and Senate Bill (SB) 215 which amended Penal Code (PC) Section 1001.35-1001.36 to create a pathway for courts to authorize pre-trial diversion for individuals with serious mental disorders who have committed certain felony or misdemeanor crimes. The goal of the program is to provide new pathways to dismissal of charges for felony-charged individuals with serious mental illness who are at risk of being found Incompetent to Stand Trial (IST), while reducing and eliminating criminal justice recidivism and supporting the long-term stability, wellness, and safety of justice involved individuals with mental illness. As required, all individuals served will have a diagnosis of Schizophrenia, Schizoaffective Disorder, or Bipolar Disorder and will not pose an unreasonable risk of danger to public safety if treated in the community. Additionally, a connection will be established for all project clients between each individual's mental illness and the charged offense. Individuals who meet the program's psychiatric and criminal justice criteria and are accepted into the program by the court (estimated to be 10 a year) will be provided with extensive supportive services both inside and outside the jail setting; including intensive case management, support from trained peer navigators, and stabilization housing.

9. Grant Project Schedule, as allowed in approval documents, or as proposed:

Start-Date: 09/15/2019 End-Date: 09/14/2022

10a. Amount budgeted for contractual services: \$1,595,299

b. Will contractual services be put out to bid? No

c. If so, will contract services help to further the goals of the Department's Local Business Enterprise (LBE) requirements? N/A

d. Is this likely to be a one-time or ongoing request for contracting out? One-time

11a. Does the budget include indirect costs? Yes No

b1. If yes, how much? \$209,127

b2. How was the amount calculated? 10% of total direct costs

c1. If no, why are indirect costs not included?

Not allowed by granting agency

To maximize use of grant funds on direct services

Other (please explain):

c2. If no indirect costs are included, what would have been the indirect costs?

12. Any other significant grant requirements or comments:

Proposal ID: CTR00001362

Version ID: V101

Dept ID: 251984

Fund ID: 11580

Project ID: 10035198

Activity ID: 0001

Authority ID: 10001

****Disability Access Checklist***(Department must forward a copy of all completed Grant Information Forms to the Mayor's Office of Disability)**

13. This Grant is intended for activities at (check all that apply):

- | | | |
|------------------------------------------------------|-----------------------------------------------------|------------------------------------------------------------|
| <input checked="" type="checkbox"/> Existing Site(s) | <input type="checkbox"/> Existing Structure(s) | <input type="checkbox"/> Existing Program(s) or Service(s) |
| <input type="checkbox"/> Rehabilitated Site(s) | <input type="checkbox"/> Rehabilitated Structure(s) | <input type="checkbox"/> New Program(s) or Service(s) |
| <input type="checkbox"/> New Site(s) | <input type="checkbox"/> New Structure(s) | |

14. The Departmental ADA Coordinator or the Mayor's Office on Disability have reviewed the proposal and concluded that the project as proposed will be in compliance with the Americans with Disabilities Act and all other Federal, State and local disability rights laws and regulations and will allow the full inclusion of persons with disabilities. These requirements include, but are not limited to:

1. Having staff trained in how to provide reasonable modifications in policies, practices and procedures;
2. Having auxiliary aids and services available in a timely manner in order to ensure communication access;
3. Ensuring that any service areas and related facilities open to the public are architecturally accessible and have been inspected and approved by the DPW Access Compliance Officer or the Mayor's Office on Disability Compliance Officers.

If such access would be technically infeasible, this is described in the comments section below:

Comments:

Departmental ADA Coordinator or Mayor's Office of Disability Reviewer:

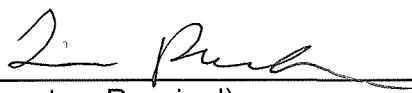
Toni Rucker, PhD

(Name)

DPH ADA Coordinator

(Title)

Date Reviewed: 7-23-19


(Signature Required)

Department Head or Designee Approval of Grant Information Form:


Greg Wagner

(Name)

Chief Financial Officer

(Title)

Date Reviewed: 7-24-19


(Signature Required)

Angelica M. Almeida, Ph.D.
PSY23814
Director, Forensic/Justice Involved Behavioral Health Services
San Francisco Department of Public Health
1380 Howard Street, 4th Floor
San Francisco, CA 94103
Tel: 415-255-3722 | Fax: 415-255-3798
angelica.almeida@sfdph.org

CONFIDENTIALITY NOTICE: This e-mail is intended for the recipient only. If Protected Health Information (PHI) is contained in this email, unauthorized disclosure may subject the discloser to civil or criminal penalties under state and federal privacy laws. If you received this email in error, notify me and destroy the email immediately.

Begin forwarded message:

From: DSH Diversion <DSHDiversion@dsh.ca.gov>
Date: June 28, 2019 at 5:23:13 PM PDT
To: Angelica Almeida <Angelica.Almeida@sfdph.org>
Cc: "Clendenin, Stephanie@DSH-S" <Stephanie.Clendenin@dsh.ca.gov>, "Price, Stirling@@DSH-S" <Stirling.Price@dsh.ca.gov>, "Edens, Christina@DSH-S" <Christina.Edens@dsh.ca.gov>, "Warburton, Katherine@DSH-S" <katherine.warburton@dsh.ca.gov>, "Welch, Stephanie@CDCR" <Stephanie.Welch@cdcr.ca.gov>, "Velasquez, Susan@DSH-S" <Susan.Velasquez@dsh.ca.gov>, "Delgado, Darci@DSH-S" <darci.delgado@dsh.ca.gov>, "Breth, Ashley@DSH-S" <Ashley.Breth@dsh.ca.gov>
Subject: DSH Diversion - Round 2 Funding Opportunity

This message is from outside the City email system. Do not open links or attachments from untrusted sources.

Dear Dr. Almeida,

On behalf of the California Department of State Hospitals (DSH), it is my pleasure to inform you that an award to San Francisco County in the amount of \$2,300,400.00 to support the proposed Pre-Trial Felony Mental Health Diversion Program.

Next steps:

1. Review and respond to any questions or requests in the first attachment above.
2. Review the attached draft contract. Any questions, concerns, or requested edits should be sent to Ashley Breth at ashley.breth@dsh.ca.gov.
3. Notify DSH once the draft contract has been vetted and preliminarily approved by your county stakeholders. Upon notification, DSH will begin formal execution of the contract agreement.

Please contact our department if you have any questions regarding this notification or next steps. We can be reached at DSHDiversion@dsh.ca.gov.

The Department of State Hospitals is excited to work with you and your county partners on this important pilot. We appreciate the dedication you have shown to our shared goal of reducing the number of individuals with serious mental illnesses in the criminal justice system.

Sincerely,

Christina Edens
Deputy Director
Forensic Services Division

Katherine Warburton, DO
Medical Director
Deputy Director of Clinical Operations

**SAN FRANCISCO DEPARTMENT OF PUBLIC HEALTH
BEHAVIORAL HEALTH SERVICES**

**APPLICATION TO THE CALIFORNIA
DEPARTMENT OF STATE HOSPITALS PRE-
TRIAL FELONY MENTAL HEALTH
DIVERSION PROGRAM**

ROUND 2 – OTHER INTERESTED COUNTIES

Submitted April 18, 2019

**Applicant County: San Francisco County, California
Lead Entity: SFDPH Behavioral Health Services**

Lead Entity Contact:

**Angelia M. Almeida, PhD
Director, Forensic / Justice-Involved Behavioral Health
Services
1380 Howard Street, 4th Floor
San Francisco, CA 94103
Phone: (415) 255-3722
E-Mail: angelica.almeida@sfdph.org**

b) Executive Summary Section (2 Pages Maximum)

Provide a summary of how the county intends to utilize DSH Diversion funding to either 1) expand or adapt current diversion programs to serve individuals who have significant mental health challenges and who are justice-involved and are found or at risk to be found IST on felony charges or 2) develop new pre-trial diversion programs across a continuum of care settings for individuals who have significant mental health challenges who are justice-involved and are found or at risk to be found IST on felony charges. The Executive Summary should clearly reflect an understanding of the population to be served and must identify the total estimated number of unduplicated clients to be served over a 3-year period and the total funds requested.

The San Francisco Department of Public Health (SFDPH) Behavioral Health Services Division (BHS) requests 3-year funding through the California Department of State Hospitals (DSH) 2019 Request for Applications (RFA) for Pre-Trial Felony Mental Health Diversion Programs to implement and demonstrate the effectiveness of a pre-trial diversion program specifically geared to individuals with specific serious mental disorders who have been charged with at least one felony. The diversion program utilizes the new options provided by Assembly Bill (AB) 1810 and Senate Bill (SB) 215 which amended Penal Code (PC) Section 1001.35-1001.36 to create a pathway for courts to authorize pre-trial diversion for individuals with serious mental disorders who have committed certain felony or misdemeanor crimes. The proposed program represents an **expansion** of the County's extensive existing pre-trial diversion programs. The goal of the program is to provide new pathways to dismissal of charges for felony-charged individuals with serious mental illness who are at risk of being found Incompetent to Stand Trial (IST), while reducing and eliminating criminal justice recidivism and supporting the long-term stability, wellness, and safety of justice involved individuals with mental illness. The program also seeks to make a meaningful contribution to the stated DSH goal of reducing the number of felony referrals to DSH by **20% to 30%** as compared to Fiscal Year 2016-17.

BHS requests total one-time funding of **\$2,300,400** over the 3-year project period from mid-2019 to mid-2022 to implement, operate, oversee, and evaluate the proposed initiative. Over the course of the program, BHS will connect with and intensively support at least **30** justice-involved individuals who have been charged with felonies, or an average of **10** individuals per year. This represents an increase of **85%** over the minimum **16.2** individuals required to be served through the funding request. As required, all individuals served will have a diagnosis of Schizophrenia, Schizoaffective Disorder, or Bipolar Disorder and will not pose an unreasonable risk of danger to public safety if treated in the community. Additionally, a connection will be established for all project clients between each individual's mental illness and the charged offense. Individuals who meet the program's psychiatric and criminal justice criteria will be provided with extensive supportive services both inside and outside the jail setting, including support from trained peer navigators.

The proposed grant will be operated through a well-established, cross-disciplinary collaboration involving the Department of Public Health's Behavioral Health Services

(BHS) and Jail Health Services (JHS) programs, and the Division of Citywide Case Management Programs (Citywide), operated by the Department of Psychiatry at Zuckerberg San Francisco General Hospital and Trauma Center at the University of California, San Francisco (UCSF). Additional key project collaborators include the San Francisco Public Defender's Office; the San Francisco Superior Court including its collaborative court programs, the City County of San Francisco; the San Francisco District Attorney's Office; the San Francisco Adult Probation Department; and the San Francisco Sheriff's Department. Hatchuel Tabernik and Associates (HTA) will serve as the local evaluation partner for the project and will be responsible for data collection, analysis, quality management support, and project reporting.

Project services will incorporate both: a) **pre-release services** provided within incarceration settings by in-kind and grant-funded staff employed by Jail Health Services and b) **post-release services** provided outside of incarcerated settings by grant-funded staff employed through a subcontract to the Citywide Team at UCSF. At the pre-release level, Jail Health Services will utilize grant funds to hire a **new, full-time Evaluation, Referral, and Linkage Specialist** who will conduct clinical eligibility assessments for Mental Health Diversion and work directly with each diversion client to comprehensively evaluate and assess behavioral health, criminal justice, and life circumstances and history in order to inform the development of and implement an Individualized Treatment Program for each client. At the post-release level, Citywide will utilize grant funds to hire and supervise a diverse, multi-disciplinary client support team designed to maximize the chances of client success in the diversion program, including a **full-time Behavioral Health Psychiatric Supervisor; a full-time Clinical Social Worker; a half-time Peer Mentor / Patient Navigator; a 15%-time Psychiatrist; a 20%-time Vocational Nurse; and a 25%-time Administrative Assistant**. This team will collaborate to provide intensive one-on-one support to each client and the members of his or her support team while ensuring access to all needed supportive services, including behavioral health and housing services.

Meanwhile, a team of highly qualified BHS and JHS administrative staff will work on an **in-kind basis** providing oversight, management, support, planning, and coordination for the program, including identifying additional resources to support the program; ensuring integration of the program within the overall structure of San Francisco behavioral health and criminal justice systems; and working to sustain the project following the end of the 3-year grant period. This team – all of whom count toward the required minimum 20% project match – is made up of a **2%-time Project Administrator (Angelica Almeida, PhD**, who also serves as Director of Forensic/Justice Involved Behavioral Health Services); a **35%-time Project Director (Jeannie Chang, PsyD**, Program Manager of Mental Health Diversion within Behavioral Health); **Tanya Mera, LCSW**, Director of Jail Behavioral Health and Reentry Services, working on a **10%-time** basis; **Melanie Kushnir, LCSW**, Deputy Director of Jail Health Reentry Services, working on a **15%-time**; and **Carol Urban, LMFT**, Jail Health Reentry Services Behavioral Health Clinician, working on a **20%-time** basis.

c) Lead Entity Section (1 page maximum)

Briefly describe why the Lead Entity identified was selected to manage the DSH Diversion funding contract. Describe how the Lead Entity will coordinate with the different partners involved in supporting clients considered for and/or participating in the diversion program.

The Lead Entity for the proposed program is the **Behavioral Health Services (BHS) Division of the San Francisco Department of Public Health**. BHS was established in 2003 through the integration of Community Substance Abuse Services (CSAS) and Community Mental Health Services (CMHS). BHS has been selected to manage the DSH Diversion funding contract both because of its extensive contracts and grants management experience and because it stands at the nexus point of behavioral health and forensic services in San Francisco. BHS funds and operates a system of care that strives to provide integrated substance abuse and mental health services to all eligible San Francisco residents with substance use disorder and mental health needs. The mission of BHS is to: 1) assess the nature and magnitude of mental illness, alcohol, and other drug related problems in San Francisco; 2) ensure provision of quality, culturally competent, and cost effective mental illness, alcohol and other drug prevention, treatment, and recovery services to individuals, families, and communities; and 3) promote cooperation and collaboration among a broad spectrum of public and private service systems to reduce the level of mental illness, alcohol, and other drug problems in the city. The array of behavioral health programs and services provided by BHS includes outreach and prevention; assessment and placement; outpatient care; day treatment services; case management; residential services; support services; peer and wellness centers; detoxification services; medication management programs; and acute care. BHS serves uninsured and indigent San Francisco residents and has a long history of developing and administering innovative mental health and substance abuse services. In Fiscal Year 2017-18, programs supported through BHS provided mental health services to at least **21,907** clients and substance use services to at least **6,596** clients.

The specific entity within BHS that will administer the diversion program is **Forensic and Justice Involved Behavioral Health Services**, a unit that was launched in July 2017 to provide coordinated oversight and integration of BHS programs and services that work with individuals who are currently involved in or have a history of involvement with the criminal justice system. These programs include Assisted Outpatient Treatment (AOT); coordination with Department of Aging and Adult Services on LPS Conservatorship; Law Enforcement Assisted Diversion (LEAD); Prop 47 programs for Promoting Recovery and Services for the Prevention of Recidivism (PRSPR); Violence Intervention Program (VIP); Community Justice Center (CJC); and Drug Court Treatment Center (DCTC). Under the leadership of the Director of Forensic and Justice Involved Programs, Angelica Almeida, the unit will continually collaborate with project partners to coordinate the planning, implementation, management, and evaluation of the program, and to continually assess project barriers and disparities in order to improve and enhance the program during the grant period.

d) Collaborative Partners Section (2 pages maximum)

1. Provide a list of local/county partners involved in the planning and implementation process. Identify specific organizations, names and titles of collaborative partners.

The two primary partners who will be most directly involved in planning and implementing the proposed diversion program are **Jail Health Services (JHS)** – a program of the San Francisco Department of Public Health - and the **Division of Citywide Case Management Programs (Citywide)** at UCSF. Jail Health Services provides a comprehensive and integrated system of medical, psychiatric and substance abuse care to individuals incarcerated within the San Francisco County Jail system and individually conducts over **18,000** medical screenings annually while managing the urgent and chronic health needs of an **average daily population of close to 1,300 individuals**. JHS provides health and related services consistent with community standards and mandates from the courts and other criminal justice agencies. The primary project contact at JHS will be **Tanya Mera, LCSW, Director of Jail Behavioral Health & Reentry Services**.

Meanwhile, the Division of Citywide Case Management Programs, founded in 1981, operates under the direction of the Department of Psychiatry at Zuckerberg San Francisco General Hospital and Trauma Center and provides a myriad of publicly funded services through ongoing contracts with SFDPH. Citywide's mission is to support the recovery of San Francisco's highest risk mentally ill adults and to reduce their use of institutional and acute care – including psychiatric emergency services, hospital care, and jails - while helping maximize their ability to maintain stable, productive, and fulfilling lives in the community. All division program services include medication assessment and management, crisis intervention, outreach and case management, and individual, group and family therapy, which continue as long as clients need an intensive level of intervention. Current programs at the division include, but are not limited to, **Citywide Forensics**, a partner of the San Francisco Behavioral Health Court, which serves individuals with serious mental illness and have long histories of felony level criminal justice involvement; the **Citywide Linkage Team**, providing two to four months of comprehensive clinical and case management services to clients being discharged from psychiatric inpatient hospitals into the community; **Citywide Employment Services**; and the **Citywide Substance Treatment Outpatient Program (STOP)**. The primary contact at Citywide will be **Fumi Mitsuishi, MD, MS, Director of the Citywide Division**.

As noted above, additional project collaborators include the San Francisco Public Defender's Office; the San Francisco Superior Court of California and its collaborative court programs, the City and County of San Francisco; the San Francisco District Attorney's Office; the San Francisco Adult Probation Department; the San Francisco Sheriff's Department; and Hatchuel Tabernik and Associates (HTA).

2. Provide a brief description of activities undertaken by the collaborative partners to support the planning and implementation of pre-trial mental health diversion programs.

The project's three central partners – BHS, JHS, and Citywide – have worked closely together to plan and develop the proposed diversion program. Representatives of the three organizations conferred continually in both in-person and phone-based meetings and worked to develop a cost-effective and impactful project design and budget that incorporated consideration of project matching funds and project continuation following the conclusion of the grant period. This work included an in-person project meeting on March 20 and scheduled group conference calls on March 22, March 29, April 4, and April 11. The group also conferred closely with representatives of Hatchuel Tabernik and Associates (HTA), the contracted organization that will oversee the project's data collection and reporting functions. Additional project collaborators were contacted by the planning group to obtain program input and feedback and to identify key points of interaction and interface in relation to project client services.

3) Describe how the proposed diversion plan builds on existing system-planning efforts (e.g., Community Corrections Partnership, Mental Health Services Act Plan, Stepping Up Initiative, Criminal Justice/Mental Health Task Force, etc.) and addresses identified gaps.

The proposed program will be fully coordinated and integrated with existing system-wide planning efforts and collaborations relevant to the proposed population, including the following:

- **The Mentoring and Peer Support Program (MAPS)** is a program of SF Jail Health Services that began in 2012 through grant funding from the US Substance Abuse and Mental Health Services Administration with the goal of providing peer support to participants in the San Francisco Collaborative Courts who were diagnosed with mental illness and co-occurring substance use disorders. Since the grant's expiration in late 2018, SF has funded the program through general funds so that it can continue to serve the criminal justice involved behavioral health population. The peer mentors hired through the MHD grant will collaborate with the MAPS program and, if needed, MAPS peer mentors are available to provide additional support to MHD clients.
- **Promoting Recovery and Services for the Prevention of Recidivism (PRSPR)**, funded by Prop 47, is designed to engage adults with substance use and co-occurring disorders in treatment, develop a community plan of care, and reduce recidivism.
- **The San Francisco Collaborative Courts system** delivers high quality collaborative justice programs that address addiction, mental health, and other social service needs and that bridge the gap between hard-hit communities and Court system, including a Behavioral Health Court (BHC), a Community Justice Center (CJC), a Drug Court, a Family Treatment Court, an Intensive Supervision Court, a Juvenile Reentry Court, a Veterans Justice Court, and a Young Adult Court
- **Mental Health Diversion (MHD)** is a pretrial diversion program for persons with identified mental health issues operated through a collaboration between Jail Health Services and Behavioral Health Services.

e) Description of Proposed Local Diversion Plan Section (8 pages maximum)

Overview: San Francisco Behavioral Health Services, in close collaboration with San Francisco Jail Health Services and the Citywide Team, will utilize one-time DSH funding to implement, evaluate, and sustain an integrated intervention designed to maximize the number of felony-charged persons with a specified mental health disorder who are able to effectively participate in and complete a pre-trial diversion program authorized through AB 1810 and SB 215. The San Francisco program will provide intensive assessment, planning, treatment, and linkage support services that allow persons with Schizophrenia, Schizoaffective Disorder, or Bipolar Disorder to achieve stabilization; attain or maintain competency to understand, consent, and adhere to pre-trial diversion terms and conditions; and effectively and consistently follow-up on diversion requirements throughout the specified diversion period.

Project services will incorporate both: a) **pre-release services** provided within incarceration settings by in-kind and grant-funded staff employed directly by JHS and b) **post-release services** provided both inside and outside of incarcerated settings through grant-funded staff employed through a subcontract to the Citywide Team at UCSF. At the pre-release level, JHS will utilize grant funds to hire a **new, full-time Evaluation, Referral, and Linkage Specialist** who will work directly with each potential diversion client to comprehensively evaluate and assess behavioral health, criminal justice, and life circumstances and history; collaborate with psychiatric, legal, and criminal justice staff to ascertain appropriateness for diversion, including likelihood of avoiding a finding of being Incompetent to Stand Trial (IST) on felony charges; and develop, track, and support an individualized intervention plan to prepare each client for pre-trial diversion, including planning for post-release services and warm handoffs. This staff person will also be able to support clinically appropriate requests for individuals who have already been released from custody and are at risk for recidivism. At the post-release level, Citywide will utilize grant funds to hire and supervise a diverse, multi-disciplinary client support team designed to maximize the chances of client success in the diversion program, including a **full-time Behavioral Health Psychiatric Supervisor; a full-time Clinical Social Worker; a half-time Peer Mentor / Patient Navigator; a 15%-time Psychiatrist; a 20%-time Vocational Nurse; and a 25%-time Administrative Assistant**. This team will collaborate to provide intensive one-on-one support to each client and the members of his or her support team while ensuring access to all needed supportive services, including behavioral health and housing services. Team members will also meet with clients in custody prior to release to identify and plan for post-release service needs and support strategies.

Meanwhile, as noted above a team of highly qualified BHS administrative staff will work on an **in-kind basis** providing oversight, management, support, planning, and coordination for the program, including identifying additional resources to support the program; ensuring integration of the program within the overall structure of San Francisco behavioral health and criminal justice systems; and working to sustain the project following the end of the 3-year grant period. This team – all of whom count toward the required minimum 20% project match – is made up of a **2%-time Project Administrator (Angelica Almeida, PhD, who also serves as Director of Forensic/Justice Involved Behavioral Health Services); a 35%-time Project Director**

(**Jeannie Chang, PsyD**, Program Manager of Mental Health Diversion with Behavioral Health Services); **Tanya Mera, LCSW**, Director of Jail Behavioral Health and Reentry Services, working on a **10%-time** basis; **Melanie Kushnir, LCSW**, Deputy Director of Jail Health Reentry Services, working on a **15%-time**; and **Carol Urban, LMFT**, Jail Health Reentry Services Behavioral Health Clinician, working on a **20%-time** basis.

1) How appropriate individuals will be identified (referred, screened, evaluated) as prospective clients.

The in-kind project administrative team will work with project partners to develop a system to flag **all** persons newly charged with at least one qualifying felony who may exhibit symptoms of one of the program's qualifying mental illnesses, or who have prior histories of local criminal justice involvement and have been previously identified as having one of the program's qualifying conditions. The new in-custody Evaluation, Referral, and Linkage Specialist will be a mental health professional with extensive prior experience in working with individuals who are incarcerated, have experienced homelessness, and have a diagnosis of Schizophrenia, Schizoaffective Disorder, or Bipolar Disorder. After verifying qualifying felony charges¹ through the collaboration with the San Francisco Superior Court, the Specialist will meet with **each** referred client to conduct a comprehensive behavioral health and criminal justice assessment that preliminarily identifies specific mental health conditions; identifies immediate client stabilization needs; and preliminarily assesses the possibility of successfully participating in the pre-trial diversion program following a stabilization period. The Specialist will also work in close concert with jail-based health and psychiatric staff; representatives of the District Attorney's Office and Public Defender's Office, the San Francisco Sheriff's Department, and the Collaborative Courts system to discuss each client's specific case, history, and legal disposition and to develop mutually agreed-upon client stabilization and support plans that give the client the maximum chance for success in the program.

Following preliminary approval for participation in the diversion program, the Specialist will work with each client to develop an **Individualized Treatment Plan** based on current diagnosis, diagnostic history, treatment history, trauma history, substance use / abuse history, criminal history, current charges, available local treatment resources, and other relevant considerations. This Plan will be continually tracked and revisited throughout the pre-trial incarceration period, and will be connected with the out-of-custody team prior to release.

At a minimum, the in-custody Specialist will work to help ensure that each client is able to meet all requirements for diversion participation, including:

- Satisfying the court in regard to diagnosis of one of the specified mental health conditions;

¹ Felony offenses **not** eligible for the diversion program are expected to include murder or voluntary manslaughter; an offense which requires registration per section 290, except for a violation of section 314; rape; lewd or lascivious act on a child under 14 years of age; assault with intent to commit rape, sodomy, or oral copulation, in violation of section 220; commission of rape or sexual penetration in concert with another, in violation of section 264.1; continuous sexual abuse of a child, in violation of section 288.5; and a violation of subdivision (b) or (c) of section 11418.

- Satisfying the court in regard to the defendant's mental health disorder having played a significant role in the commission of the charged offense;
- Ensuring that at least one qualified mental health expert (WMHA) provides an opinion that the defendant's symptoms motivating the criminal behavior would respond to mental health treatment;
- Obtaining a voluntary consent to diversion and a waiving of the right to a speedy trial from the defendant;
- Obtaining an agreement from the defender to comply with all elements of treatment as a condition of diversion;
- Satisfying the court that the defendant will not pose an unreasonable risk of danger to public safety, as defined in Section 1170.18, if treated in the community; and
- Satisfying the court that the recommended inpatient or outpatient program of mental health treatment

In addition to the primacy of the Individualized Treatment Plan, key **guiding principles** of the diversion program will include: a) **promoting patient accountability** by continually monitoring treatment adherence and ensuring a participant's personal appearance in court; b) utilizing **evidence-based programming** for mental health treatment by clinical staff, attorneys, and other community providers; c) treating patients with **dignity and respect**, while continually supporting individualized recovery and wellness and protecting their due process rights; d) **fostering collaboration** among government agencies and community organizations to find creative solutions to local problems; and e) ensuring **program flexibility** by evaluating and re-evaluating the practices and policies of the program and by being open to change, understanding that experience with clients teaches what programs and practices are working effectively, and when and what changes are advisable.

2) The type of treatment and support services clients will receive including any treatment services provided in jail prior transfer to the community. If existing programs/services will be leveraged to provide diversion services, identify the programs/services and funding source.

Jail Health's Behavioral Health Services and Reentry Services (JBHRS) programs provide evaluation, crisis intervention ongoing assessment and treatment and reentry and community linkage services to individuals incarcerated in the San Francisco City and County Jail who have been identified as having a mental illness and who are experiencing significant clinical distress or disability in day to day functioning as a result of their mental illness. Specific in-custody mental health and co-occurring substance use disorder services provided through the diversion program will evidence-based and individualized for each patient, and will focus on overarching goals such as wellness and recovery, cultural humility and trauma-informed care and will support the pursuit of each patient' optimal health, sense of well-being, self-defined recovery and successful re-entry into their community of choice. Other focuses of treatment include **a) illness self-management**, including understanding personal symptoms and treatments and working with clinical and psychiatry staff to develop a personalized crisis plan; **b) developing necessary competencies**, including grooming and maintenance of a living environment; personal adjustment skills such as the ability to manage stress and

anxiety; basic social and interpersonal skills that allow the patient to appropriately communicate with others; and cognitive and adult role competencies such as identification of Criminologic thinking, and concepts of restorative justice; and **c) identification and development of environmental supports**, including natural and organizational supports.

Specific in-custody treatment services provided through the diversion program will consist of the following:

- a) Individual and Group Counseling:** Counseling sessions are generally 15 minutes to 1 hour in length and take place within a professional relationship in which the individual is helped to resolve emotional, conflictual, or behavioral problems. Individual counseling sessions are also used to work in a person-centered manner with the patient to develop their clinical treatment plan (e.g. Seeking Safety and Thinking for a Change);
- b) Individual and Group Psychoeducation**, including providing patients with information about treatments, symptoms, resources, and services and problem-solving strategies for coping with mental illness (e.g. Illness Management and Recovery);
- c) Individual and Group Skill Building**, utilizing curriculum-based skills development (e.g. Wellness Recovery Action Planning); and
- d) Beneficial Groups** using alternative treatment methods to allow patients to explore their feelings, reconcile emotional conflicts, foster self-awareness and increase self-esteem (e.g. art, writing, music, exercise, yoga, and performing arts groups)

The frequency of mental health services provided will be outlined in each clients Individualized Treatment Plan and will be provided for the duration of the patient's incarceration, until the goals of the treatment plan are met, or until the patient refuses services, whichever comes first. If the patient refuses services and is considered to be high risk, the program will continue to monitor and try to engage the individual in mental health services.

3) The estimated number of unduplicated clients that could be served by your diversion plan on an annual basis.

As noted above, BHS will connect with and intensively support at least **30** justice-involved individuals who have been charged with felonies, or an average of **10** individuals per year. This represents an increase of **85%** over the minimum **16.2** individuals required to be served through the funding request.

4) The estimated average length of stay for clients served by the diversion program after transfer from jail to the community.

The average length of stay in the diversion program following a transfer from jail to the community is expected to range from **12 to 24 months** based on factors such as the severity of the client's mental health condition, prior criminal justice involvement, the length of time having been needed to attain stabilization post-release, and the availability of community-based supports and housing.

5) How clients will be connected to ongoing services in the community after they have completed the diversion program.

The proposed Citywide out-of-custody team will offer a comprehensive, wrap-around, multidisciplinary support system which will maximize each diversion client's chance of success throughout the diversion period. Prior to each client's release from incarceration, the BHS Evaluation, Referral, and Linkage Specialist will meet with members of the Citywide team to create a post-release plan, including integration of proposed out-of-custody services into the client's existing Treatment Plan. Citywide team members will also meet with clients while in custody to begin planning post-release services and plans. Wherever possible, a **warm handoff** will take place at the time of release in which a member of the Citywide team is present to meet the client and begin the process of orientation to community-based care and treatment.

Following release, the Citywide Team will conduct a new comprehensive client assessment and produce a modified Treatment Plan designed to address the full range of client stabilization and support needs, including medical and behavioral health services, housing services, and a full range of psychosocial and support services. A small fund for Stabilization Rooms is included in each year's budget for out-of-custody individuals who are not in residential treatment and require short-term housing support to maintain diversion adherence. These rooms will be reimbursed through a check writing agreement by SFDPH with HealthRight 360, a large non-profit health organization. The team will also take over maintenance of each client's medication management plan and Citywide team members will have the capacity to monitor and prescribe medications on an ongoing basis, while providing ongoing support for medication management and access and crisis management.

Additionally, the Citywide peer navigator will be available to meet with each client in the context of assessment and treatment sessions and on a one-on-one basis to provide ongoing informal support, encouragement, and referrals. The peer will regularly connect with clients on an ongoing basis to assess their current mental health and living status, and will promptly report changes in behavior, adherence, or warning signs to other Citywide team members.

As with the in-custody Specialist, members of the Citywide team will continually work with relevant justice system representatives, including representatives of the court and the client's legal representation. Citywide team members will also be present during required court hearings, and will continually monitor ongoing project data and outcomes in collaboration with the project evaluation firm.

6) Depiction of the process flow for participating clients from identification to completion of diversion program and referral to ongoing community services.

The following briefly outlines the collaborative process for moving clients through the diversion process:

I. Eligibility Evaluations:

A. The court will send all orders requesting an eligibility evaluation for Mental Health

Diversion to Jail Health's Reentry Services team (JHRS). JHRS will forward orders for individuals who are out of custody to the Mental Health Diversion psychologist.

- In-Custody: The report will be prepared by JHRS
 - Out-of-Custody: The court will direct patients to appear at the Community Services Justice Center located at 555 Polk Street during a specified appointment time for an eligibility assessment conducted by a DPH clinician who will also prepare the report.
- B.** Individuals being evaluated for MHD must sign a Consent and an Authorization to Release Private Health Information in order to allow for a full report to be provided to the court.
- C.** If an individual refuses to sign an Authorization to Release Private Health Information, the court will be notified by written report and no private health information (PHI) will be shared.
- D.** For patients who have signed an Authorization to Release Private Health Information, MHD eligibility reports will address the following:
- Demographics;
 - Relevant psychosocial information;
 - Presence of DSM 5 diagnoses, if any;
 - Amenability for participation in MHD;
 - Current behavioral health treatment plan if one exists and compliance;
 - Historical behavioral health treatment and compliance;
 - Recommended treatment plan including whether the individual's treatment should be monitored in a particular collaborative court;
 - Goals for participating in MHD; and
 - Whether or not the individual signed a Mental Health Diversion Consent for Treatment.
- E.** The court may request additional evaluation by DPH to assist in their determination of eligibility for MHD. These requests must come via court order and specifically state what additional information they are requesting.

II. MHD Treatment Plans:

- A.** Treatment plans must address an individual's mental health treatment needs, substance use/abuse disorder needs (as indicated) and any other behaviors underlying the offense.
- B.** Treatment plans will:
- Include referral and linkage to community treatment as clinically indicated and
 - Be flexible, individualized, trauma informed, client-centered, and based on principles of harm reduction and recovery
- C.** The court may order in consultation with the treatment provider any treatment plan modifications in response to a participant's progress and needs.

III. Progress Reports/Appearances:

- A.** MHD participants' treatment progress will be monitored in one of two ways: a) a Collaborative Court Model or b) a Community-Based Treatment Model.
- B.** Court appearance and progress reports will be provided at a frequency determined by the court with consideration of the treatment providers' recommendation.
- C.** An MHD progress report template will be utilized by DPH program.

f) Data and Outcomes Reporting Section (2 pages maximum)

Document your plan for collecting and reporting on required data elements and the frequency by which client-specific demographics, including mental disorder diagnoses and felony charges can be reported. As part of your plan, identify the role of person(s) within the program who will be responsible for collecting and reporting required data elements. Document any other plans to track additional data elements, measure outcomes or evaluate the effectiveness of this program outside the scope of DSH minimum requirements.

As required by the DHS program, San Francisco Behavioral Health Services will continually collect and report client-level data and outcomes to DSH for all diversion program participants. We understand that DSH will specify the reporting format to be used and the ongoing deadlines for report submission, and may modify, reduce, or add data elements or outcome measures as needed to ensure reporting of effective data and outcome measures. This information shall be confidential and shall **not** be open to public inspection. **At a minimum**, SF BHS will report on the following data elements:

- 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;
- The number of individuals originally declared IST on felony charges that the court ultimately ordered to diversion;
- The number of individuals participating in diversion;
- The name, social security number, date of birth, and demographics of each individual participating in diversion;
- The length of time in diversion for each participating individual;
- The types of services and supports provided to each individual participating in diversion;
- The number of days each individual was in jail prior to placement in diversion;
- The number of days that each individual spent in each level of care facility;
- The diagnoses of each individual participating in diversion;
- The nature of the charges for each individual participating in diversion;
- The number of individuals who completed diversion; and
- The name, social security number, and birthdate of each individual who did not complete diversion and the reasons for not completing diversion.

Our project's administrative team will also work in concert with the contracted data collection, evaluation, and reporting firm - Hatchuel Tabernik and Associates (HTA) – to design a **mixed methods evaluation** that tracks additional process and outcome measures with the goal of assessing additional key project factors such as the overall process of program implementation; the effectiveness, scale, and growth of project collaborations; the satisfaction of clients with services received; self-reported client improvements in factors such as health, well-being, stability, and future-directedness; the satisfaction of project staff with the diversion program; programmatic barriers and disparities identified through the evaluation process and how these were addressed;

and the success of the program in obtaining continuation funding following conclusion of the grant period.

Both client and project-level data will be entered by project staff in to Avatar, DPH's Electronic Health Records System, at the time services are delivered or immediately following delivery, using field and office-based devices. SFDPH and Citywide will coordinate data collection and entry systems to allow for mutual access to client information while ensuring confidentiality. The contracted project evaluator will also have full access to all data on clients served through the diversion program and will continually upload data and will aggregate, analyze, and summarize this data on at least a **quarterly basis** to the project's administrative team, while also having primary responsibility for the preparation of project reports. The administrative team will review and discuss data in collaboration with HTA to identify project successes, barriers, and disparities, and will ensure continuous quality improvement by designing new approaches and strategies to address project shortfalls and both access and outcome disparities. To monitor fidelity to the program plan, HTA will also conduct regular check-ins with project staff along with interviews and focus groups with staff and partners to discuss program developments. The project's administrative team will also collaborate with the San Francisco Collaborative Court system to develop enhanced strategies for mutually accessing real-time data on clients enrolled in the program.

As noted above, the project evaluation will be conducted through a contract to Hatchuel Tabernik and Associates (HTA), a highly respected program development, research, and evaluation firm focused on health and human service issues, with a special focus on incarcerated populations. HTA's mission is to support and empower organizations to create a more healthy, educated, equitable, and just society and delivers cost-effective, high-quality services that build their client organizations' effectiveness and capacity to empower and improve their communities. HTA has been designing and conducting program evaluations since **1996** and in the past five years alone has provided evaluation services to over **65** agencies and planned while conducting over **110** distinct evaluations. HTA evaluation clients have included probation departments, sheriff's offices, school districts, community colleges, county offices of education, city and county agencies, cross-agency collaboratives, community-based organizations, universities, and private foundations.

The lead evaluator for the diversion program at HTA will **Dr. Danielle Toussaint**. Dr Toussaint has over **15 years** of experience in research, evaluation, and consulting, including key roles on cross-site, multi-year federally funded projects with experimental, quasi-experimental, or cross-sectional designs. Danielle also has extensive experience with developmental and formative evaluation of initiatives, programs and whole organizations. Her broad content knowledge includes early childhood development, education, public health, juvenile and criminal justice, ATOD prevention and treatment, co-occurring mental health disorders, adolescent risk-taking behavior, race/ethnicity, homelessness, and statistics. She provides project oversight and management, evaluation plan design, quantitative and qualitative analysis, and oversees reporting of results to clients and funders. She has been the lead evaluator on ten different evaluations of county-wide reentry programs separately led by law enforcement agencies, community-based organizations and health departments. She earned a PhD in Sociology, and a Masters in Demography from the University of Texas at Austin.

g) Management Plan Section (3 pages maximum)

1) Describe how the County will effectively coordinate, manage, and monitor the efforts of the local diversion program.

The **Project Administrator** and **Project Director** will have overarching responsibility for coordinating, managing, and monitoring the proposed diversion program. This includes overseeing and coordinating project planning, design, and implementation; hiring and training the new BHS Linkage Specialist; overseeing, monitoring, and supporting the Citywide out-of-custody subcontract; designing project data collection and reporting systems in concert with the contracted program evaluation firm; ensuring ongoing collaboration and mutual planning with relevant local court systems, law enforcement entities, and public and private service agencies; monitoring program expenditures while tracking in-kind matching support; and working to identify continuation funding for the program following the conclusion of the grant period. The Administrator and Director will also work in close concert with the project's **Administrative Team**, which includes the Director of Jail Behavioral Health & Reentry Services; the Deputy Director Jail Health Reentry Services; the Jail Health Reentry Services Behavioral Health Clinician; the DPH Evaluation, Referral, and Linkage Specialist; and the Citywide Behavioral Health Psychiatric Supervisor. The Administrative Team will meet on at least a **twice-monthly** basis during the 4-month project start-up period and on at least a **monthly** basis throughout the remainder of the 3-year project period. While directly planning, organizing, and monitoring project systems and services, the team will also review data presented by the program evaluator on at least a **quarterly** basis to identify project gaps and disparities and to design modification and enhancements that effectively respond to those issues.

2) Describe the fiscal reporting and monitoring process that will be employed to ensure contract funds are managed responsibly.

SF BHS has extensive systems in place to effectively track, monitor, and report on fiscal expenditures through the diversion program. The department's fiscal unit utilizes a fund-based accounting system to monitor and approve all expenditures through the program, including extensive reporting and monitoring systems to track the expenditures and reporting of subcontractors. All project subcontracts will include clear requirements related to expenditure of funds, data reporting, and the reporting progress toward objectives, including specific inclusion of all required reporting indicators for the diversion project. Providers will bill on a **monthly** basis following the successful delivery of services in the previous months, and will receive in-person site visits on at least an **annual** basis throughout the project period.

3) At a minimum, participating counties will be required to report matching contributions every 6 months during the term of the contract funding period using the format available to the county and agreed to by DSH. Describe how the county's required cash and/or in-kind match will be tracked and reported to DSH.

Because of the diversity of funding sources within the division, San Francisco DPH has well-developed processes in place for tracking percentage of staff time devoted to specific organizational programs and efforts. The BHS program monitoring unit will conduct **monthly** time studies to account for **all** hours worked by each staff member contributing to the project match, including calculations of percentage time worked per project. The results of these time studies will be reported to DSH on at least a **twice-yearly** basis using a county format that has previously been agreed to by DSH. Because of the potential variability of time spent on the project (e.g., only a few hours one week but many hours in another week), twice-yearly reporting will provide an important opportunity to **average** the time spent on the project by matching project staff over the course of a six-month period.

4) Describe any potential barriers to successfully implementing and managing your diversion plan.

As with any new mental health and recidivism program, potential barriers exist to the successful implementation and achievement of project activities and outcomes, and in the management of the overall diversion plan. The chart below describes some potential project barriers, along with strategies to address those issues as they arise.

Potential Barriers and Issues	Background to the Problem	Potential Solutions or Action Steps
<ul style="list-style-type: none"> ▪ Longer incarceration stays than anticipated before receiving court approval for pre-trial diversion program admission 	<ul style="list-style-type: none"> ▪ While we do not anticipate unusual delays in the diversion approval process, it is possible that the nature of the crimes committed and the mental health issues facing clients may make judges more cautious to approve pre-trial diversion for some clients 	<ul style="list-style-type: none"> ▪ The in-clinic Linkage Specialist will continue to work with each client and ensure access to and utilization of behavioral health services throughout their term of stay, regardless of duration. The Citywide team will continually be updated on the status of in-custody clients
<ul style="list-style-type: none"> ▪ Difficulty in locating client housing in San Francisco 	<ul style="list-style-type: none"> ▪ The ongoing affordable housing crisis in San Francisco presents an ongoing challenge for low-income persons seeking stabilization, and for the agencies that assist them 	<ul style="list-style-type: none"> ▪ The program has set-aside a pool of funding for SRO stabilization beds to allow clients to have temporary housing will they continue to look for longer-term residence options in the city
<ul style="list-style-type: none"> ▪ Period of engagement in pre-trial diversion outlasting the duration of the grant period 	<ul style="list-style-type: none"> ▪ Many clients identified and enrolled in the diversion program – particularly in the 3rd year – will not have completed their diversion period prior to expiration of grant funds 	<ul style="list-style-type: none"> ▪ The project's Administrative Team will launch an aggressive continuation funding search process beginning in the 2nd project year to ensure that supportive resources exist beyond the grant term

5) Describe your plan for leveraging this funding opportunity to inform post-contract sustainability.

Following the implementation, evaluation, and refinement of the proposed program using DSH grant dollars, the proposed diversion project expects to begin extensively leveraging **Medi-Cal** dollars to support specific elements of the diversion program, particularly for case management services. The San Francisco Jail Replacement Work Group also has a charge of developing innovative ways to reduce the local jail population, and proposed program may prove to be one effective approach that could receive some funding support through the group's advocacy.

Additionally, the San Francisco Department of Public Health has a long history of providing long-term general fund support for programs that have shown a high level of success in achieving outcomes such as reducing criminal justice recidivism, reducing long-term costs related to the effects of untreated or unmonitored mental illness, or improving the long-term health and wellness of marginalized and underserved populations. To document the effectiveness of the diversion program, BHS will collaborate with the contracted evaluator to conduct a **small-scale cost / benefit analysis** that estimates the costs saved to the system through the successful diversion of project clients as compared to the actual costs of project services. At the same time, the project's qualitative evaluation will also assess impacts on client health, well-being, stability, and criminal justice recidivism to provide further evidence of the program's effectiveness. This analysis may go further by examining specific program elements or approaches that were particularly successful, such as the importance of a full-time in-custody Linkage Specialists or the presence of a post-custody peer, although these are only examples.

h) Program Implementation Timeline

PAT – Project Administration Team
ERLS – Evaluation, Linkage, & Referral Specialist

COCT - Citywide Out-of-Custody Team
HTA – Hatchel Tabernik & Assoc.

Project Months	Key Activities	Entities Responsible			
		PAT	ERLS	COCT	HTA
1 – 4	Recruit, hire, and train project staff and finalize Citywide and HTA agreements	X			
1 – 4	Design project interventions, protocols, and procedures in collaboration with DSH and project partners and collaborators	X			
1 – 4	Design data collection, analysis, and reporting systems and procedures in collaboration with HTA	X			X
1 – 4	Orient in-custody-related partners to the program and ensure ongoing referrals	X			
5 – 36	Conduct in-custody assessments, develop and track Individualized Treatment Plans, and provide ongoing behavioral health services as needed to qualifying, consenting clients		X		
5 - 36	Develop post-release plans in collaboration with Citywide Team and work to ensure warm handoffs wherever possible		X	X	
5 - 36	Through the Citywide team, provide comprehensive client assessment, monitoring, and support services to maximize success in the diversion program, including behavioral health treatment and access to a funded pool of stabilization rooms			X	
5 - 36	Continually monitor and revised both in-custody and out-of-custody Treatment Plans		X	X	
5 - 36	Utilize a trained peer to provide ongoing informal one-on-one support to out-of-custody clients as part of the Citywide team			X	
5 - 36	Continually collect data and forward data on client characteristics, services provided, and qualitative outcomes identified in the local evaluation plan	X	X	X	X
5 - 36	Analyze and report data on a quarterly basis, and discuss findings with project team to identify and address disparities and to maximize successes and opportunities				X
5 - 36	Continually prepare and submit project reports following DSH deadlines	X			X
16 – 36	Develop and implement a plan to secure project continuation funding	X			

i) Key Personnel (3 pages maximum)

1) Summary of recruitment strategy and timeline for hiring and/or contracting for staff resources.

Posted advertisements for the new DPH-based Linkage Specialist will be posted immediately upon notification of grant award, prior to program start-up. It is expected that a qualified individual will be identified, hired, and trained prior to the end of the project's anticipated four-month start-up period. Meanwhile, Citywide will be responsible for the recruitment, hiring, and training of subcontracted program staff using the program's strong pre-existing systems, procedures, and networks. Citywide staff are also expected to be in place prior to the end of the four-month start-up period.

2) Brief description of the service category/function to be performed by each proposed position (i.e. Assertive Community Treatment Team, Peer Support, etc.). Include the classification or discipline (i.e. social worker, psychologist, etc.) that will be used.

Existing DPH Staff (In-Kind):

- **Project Administrator:** The Administrator will have overarching responsibility for the diversion grant program, and will ensure integration of the program with all relevant DPH and outside agencies and services. The Administrator will also have responsibility for leading the effort to identify continuation funding for the program.
- **Project Director:** The Project Director will manage the day-to-day operation and scheduling for the proposed program, and will be responsible for establishing, monitoring, and maintaining project protocols, procedures, and services utilizing evidence-based practices. The Director will serve as the primary liaison to contracted project partners and to DSH, will continually expand project collaborations, and will coordinate efforts to utilize project data to continually improve the quality and impact of the intervention.
- **Director of Jail Behavioral Health / Reentry Programs:** The Director will play a lead role in the initial development of diversion program protocols, procedures, and standards, and will collaborate with courts and criminal justice partners to develop mutually approved procedures and to ensure ongoing referral of potential project clients to the program.
- **Deputy Director of Jail Health Reentry Services:** The Deputy Director will supervise the MHD Clinician, both clinically and administratively; attend MHD program meetings; and assist with grant reporting, data collection, and quality assurance.
- **Jail Health Reentry Services Behavioral Health Clinician:** The Clinician will review and triage all court orders and assigned them to appropriate staff, including MHD eligibility evaluations to the MHD Jail Health Reentry Clinician. She will also be responsible for training the new Linkage Specialist.

New DPH Staff:

- **Evaluation, Referral, and Linkage Specialist:** As noted above, the Specialist will be responsible for providing ongoing in-custody assessments, services, and referrals for clients of the diversion program, including developing and tracking Individualized Treatment Plans in collaboration with each client.

Citywide Out-of-Custody Team:

- **Behavioral Health Psychiatric Supervisor:** The Psychiatric Supervisor will direct, train, and oversee the Citywide out-of-custody team will providing direct behavioral health, monitoring, and support services to project clients. The Supervisor will also provide clinical supervision and support to the Clinical Social Worker and the Peer Mentor / Patient Navigator.
- **Clinical Social Worker:** The Social Worker will work in tandem with the Psychiatric Supervisor to manage a caseload of out-of-custody diversion clients, including developing and maintaining Individualized Treatment Plans, monitoring court dates and client reporting deadlines, providing direct client treatment services, and providing ongoing referral and linkage services.
- **Peer Mentor / Patient Navigator:** The Peer Mentor will provide informal, one-on-one support to clients of the diversion program, including participating in Treatment Plan development meetings and providing ongoing, informal one-on-one support to project participants from the perspective of an individual with prior criminal justice system involvement.
- **Psychiatrist:** The project Psychiatrist will provide direct mental health assessment and monitoring services while prescribing, tracking, and monitoring psychotropic medications.
- **Vocational Nurse:** The Licensed Vocational Nurse will provide ongoing health assessments and consultation for program clients, including support with issues such as nutrition, preventive health care, and wellness support.
- **Administrative Assistant:** The Administrative Assistant will provide ongoing support for key administrative tasks related to the program, including monitoring and assisting with data collection, maintaining project scheduling, and tracking project expenditures.

3) Proposed time base for each position. If part time, identify the percentage of time worked.

Existing DPH Staff (In-Kind):

- Project Administrator (Angelica Almeida, PhD): **.02 FTE**
- Project Director (Jeannie Chang, PsyD): **.35 FTE**
- Director of Jail Behavioral Health / Reentry Programs (Tanya Mera, LCSW): **.10 FTE**
- Deputy Director of Jail Health Reentry Services (Melanie Kushner): **.15 FTE**
- Jail Health Reentry Services Behavioral Health Clinician (Carol Urban): **.20 FTE**

New DPH Staff:

- Evaluation, Referral, and Linkage Specialist: **1.0 FTE**

Citywide Out-of-Custody Team:

- Behavioral Health Psychiatric Supervisor: **1.0 FTE**
- Clinical Social Worker: **1.0 FTE**
- Peer Mentor / Patient Navigator: **.50 FTE**
- Psychiatrist: **.15 FTE**
- Vocational Nurse: **.20 FTE**
- Administrative Assistant: **.25 FTE**

4) Identify if existing personnel (civil service or contracted staff) are being redirected towards this effort.

The five (5) existing civil service staff based at SFDPH and listed above will be redirected toward the proposed diversion program effort on an **in-kind basis** as part of the project's matching fund requirements.

j) Proposed Budget Detail (4 pages maximum)

1) All applications must submit a proposed annual budget over a 3-year term supporting the activities and key personnel addressed in the description of the proposed local diversion plan.

Please see annual project budgets on the following pages

2) The proposed budget must clearly identify the amount of DSH Diversion funds being requested and restate the total estimated number of clients to be served by the program. If the amount of DSH Diversion funds proposed exceeds the benchmark funding identified for each county referenced on Attachment 3, provide a justification of why the costs are higher than amounts provided.

The proposed budgets clearly identify the amount of DSH Diversion funds being requested. Our program is proposing to serve a total of **30** clients over the course of the 3-year project period, or an average of **10** clients per year, and budget expenses accurately reflect resources needed to effectively reach, serve, and support this population. The amount of DSH Diversion funds proposed does **not** exceed the benchmark funding identified for each county referenced in Attachment 3.

3) Assuming other funding sources such as Medi-Cal will be leveraged, clearly identify the portions of the total budget that will be supported by the other funding sources used to support program costs.

While Medi-Cal funds will be leveraged following completion of the 3-year project, neither Medi-Cal nor any other outside funds will be used during the project period, in part to evaluate the cost-benefit of the program based solely on requested grant funds.

4) Required Matching Funds: Identify the portion of the budget that will be used to apply towards the required 10-20% match. Identify if the match is cash or in-kind, the amount of the match by type and funding source. State funds may not be used towards required match contributions. The funding sources must be local/county funds. In addition, any federal financial participation drawn with DSH Diversion Funds may not be applied towards required county match contributions.

As shown in the project budgets, the majority of project matching funds will come through time spent on the project by existing project staff, with additional matching funds provided through in-kind contributions of key operating expenses such as mileage, office supplies, telecommunications costs, printing, and postage. The combined matching amount over the 3-year course of the project total **\$475,962**, representing **20.7%** of the combined DSH grant request of **\$2,300,400**. No State funds will be used toward the required match contribution, and will only be drawn from local and/or county funds. No federal financial participation drawn from DSH Diversion Funds will be applied toward the required county match contribution.

SAN FRANCISCO DEPARTMENT OF PUBLIC HEALTH								
California Department of State Hospitals Pre-Trial Felony Mental Health Diversion Program								
Year 1 Project Budget - FY 19/20								
Name	Position	Annual Salary	Monthly Salary	Prog FTEs	# of Months	Grant Amount	Match Amount	Total Budget
Angelica Almeida	Project Administrator	\$ 132,990	\$ 11,083	2%	12	\$ -	\$ 2,660	\$ 2,660
Jeannie Chang	Project Director	\$ 121,290	\$ 10,108	35%	12	\$ -	\$ 42,452	\$ 42,452
Tanya Mera	Director, Jail Behavioral Health & Reentry Services	\$ 147,054	\$ 12,255	10%	12	\$ -	\$ 14,705	\$ 14,705
Melanie Kushnir	Deputy Director, Jail Health Reentry Services	\$ 117,532	\$ 9,794	15%	12	\$ -	\$ 17,630	\$ 17,630
Carol Urban	Jail Health Reentry Services Behavioral Health Clinician	\$ 107,934	\$ 8,995	20%	12	\$ -	\$ 21,587	\$ 21,587
TBI	Evaluation, Referral, & Linkage Specialist	\$ 110,019	\$ 9,168	100%	12	\$ 110,019	\$ -	\$ 110,019
Subtotal, Personnel						\$ 110,019	\$ 99,033	\$ 209,052
B. FRINGE BENEFITS					43%	\$ 47,308	\$ 42,584	\$ 89,892
Total Personnel						\$ 157,327	\$ 141,618	\$ 298,945
C. TRAVEL			# Mi./Mo.	Rate	# Mos. / # Persons			
Local Mileage			450	\$ 0.575	12	\$ -	\$ 3,105	\$ 3,105
Total Travel						\$ -	\$ 3,105	\$ 3,105
D. EQUIPMENT - None								
E. SUPPLIES			Unit / Monthly Cost	# of Units / Months				
Program Supplies			\$ 125	12	\$ -	\$ 1,500	\$ 1,500	
Office Supplies			\$ 75	12	\$ -	\$ 900	\$ 900	
Total Supplies						\$ -	\$ 2,400	\$ 2,400
F. CONTRACTUAL				Hourly Rate	# of Hours			
Out-of-Custody Diversion Subcontract (Citywide)						\$ 434,625	\$ -	\$ 434,625
Stabilization Rooms for Clients						\$ 54,000	\$ -	\$ 54,000
Program Data Collection, Evaluation, & Reporting Subcontract (Hatchuel Tabernik & Associates)						\$ 45,000	\$ -	\$ 45,000
Total Contractual						\$ 533,625	\$ -	\$ 533,625
G. CONSTRUCTION - None								
H. OTHER			Unit / Monthly Cost	# of Units / Months				
Telecommunications Costs - Phone, Internet, Online Expenses			\$ 150	12	\$ -	\$ 1,800	\$ 1,800	
Printing & Duplicating			\$ 50	12	\$ -	\$ 600	\$ 600	
Postage & Delivery			\$ 50	12	\$ -	\$ 600	\$ 600	
Total Supplies						\$ -	\$ 3,000	\$ 3,000
I. TOTAL DIRECT CHARGES						\$ 690,952	\$ 150,123	\$ 841,075
J. INDIRECT COSTS @ 10% of Direct Charges						\$ 69,095	\$ 7,506	\$ 76,601
K. TOTAL FEDERAL REQUEST						\$ 760,047	\$ 157,629	\$ 917,676

SAN FRANCISCO DEPARTMENT OF PUBLIC HEALTH								
California Department of State Hospitals Pre-Trial Felony Mental Health Diversion Program								
Year 2 Project Budget - FY 20/21								
Name	Position	Annual Salary	Monthly Salary	Prog FTEs	# of Months	Grant Amount	Match Amount	Total Budget
Angelica Almeida	Project Administrator	\$ 139,640	\$ 11,637	2%	12	\$ -	\$ 2,793	\$ 2,793
Jeannie Chang	Project Director	\$ 127,355	\$ 10,613	30%	12	\$ -	\$ 38,206	\$ 38,206
Tanya Mera	Director, Jail Behavioral Health & Reentry Services	\$ 154,407	\$ 12,867	10%	12	\$ -	\$ 15,441	\$ 15,441
Melanie Kushnir	Deputy Director, Jail Health Reentry Services	\$ 123,409	\$ 10,284	15%	12	\$ -	\$ 18,511	\$ 18,511

Carol Urban	Jail Health Reentry Services Behavioral Health Clinician	\$ 113,331	\$ 9,444	20%	12	\$ -	\$ 22,666	\$ 22,666
TBI	Evaluation, Referral, & Linkage Specialist	\$ 115,520	\$ 9,627	100%	12	\$ 115,520	\$ -	\$ 115,520
Subtotal, Personnel						\$ 115,520	\$ 97,617	\$ 213,137
B. FRINGE BENEFITS					43%	\$ 49,674	\$ 41,975	\$ 91,649
Total Personnel						\$ 165,194	\$ 139,593	\$ 304,786
C. TRAVEL		# Mi./Mo.	Rate	# Mos. / # Persons				
Local Mileage		450	\$ 0.575	12	\$ -	\$ 3,105	\$ 3,105	
Total Travel						\$ -	\$ 3,105	\$ 3,105
D. EQUIPMENT - None								
E. SUPPLIES		Unit / Monthly Cost	# of Units / Months					
Program Supplies		\$ 125	12	\$ -	\$ 1,500	\$ 1,500		
Office Supplies		\$ 75	12	\$ -	\$ 900	\$ 900		
Total Supplies						\$ -	\$ 2,400	\$ 2,400
F. CONTRACTUAL		Hourly Rate	# of Hours					
Out-of-Custody Diversion Subcontract (Citywide)				\$ 425,669	\$ -	\$ 425,669		
Stabilization Rooms for Clients				\$ 54,000	\$ -	\$ 54,000		
Program Data Collection, Evaluation, & Reporting Subcontract (Hatchuel Tabernik & Associates)				\$ 45,000	\$ -	\$ 45,000		
Total Contractual						\$ 524,669	\$ -	\$ 524,669
G. CONSTRUCTION - None								
H. OTHER		Unit / Monthly Cost	# of Units / Months					
Telecommunications Costs - Phone, Internet, Online Expenses		\$ 150	12	\$ -	\$ 1,800	\$ 1,800		
Printing & Duplicating		\$ 50	12	\$ -	\$ 600	\$ 600		
Postage & Delivery		\$ 50	12	\$ -	\$ 600	\$ 600		
Total Supplies						\$ -	\$ 3,000	\$ 3,000
I. TOTAL DIRECT CHARGES						\$ 689,863	\$ 148,098	\$ 837,960
J. INDIRECT COSTS @ 10% of Direct Charges						\$ 68,986	\$ 7,405	\$ 76,391
K. TOTAL FEDERAL REQUEST						\$ 758,849	\$ 155,503	\$ 914,351

SAN FRANCISCO DEPARTMENT OF PUBLIC HEALTH								
California Department of State Hospitals Pre-Trial Felony Mental Health Diversion Program								
Year 3 Project Budget - FY 21/22								
Name	Position	Annual Salary	Monthly Salary	Prog FTEs	# of Months	Grant Amount	Match Amount	Total Budget
Angelica Almeida	Project Administrator	\$ 146,621	\$ 12,218	2%	12	\$ -	\$ 2,932	\$ 2,932
Jeannie Chang	Project Director	\$ 133,722	\$ 11,144	30%	12	\$ -	\$ 40,117	\$ 40,117
Tanya Mera	Director, Jail Behavioral Health & Reentry Services	\$ 162,127	\$ 13,511	10%	12	\$ -	\$ 16,213	\$ 16,213
Melanie Kushnir	Deputy Director, Jail Health Reentry Services	\$ 129,579	\$ 10,798	15%	12	\$ -	\$ 19,437	\$ 19,437
Carol Urban	Jail Health Reentry Services Behavioral Health Clinician	\$ 118,997	\$ 9,916	20%	12	\$ -	\$ 23,799	\$ 23,799
TBI	Evaluation, Referral, & Linkage Specialist	\$ 121,296	\$ 10,108	100%	12	\$ 121,296	\$ -	\$ 121,296
Subtotal, Personnel						\$ 121,296	\$ 102,498	\$ 223,794
B. FRINGE BENEFITS					43%	\$ 52,157	\$ 44,074	\$ 96,231
Total Personnel						\$ 173,453	\$ 146,572	\$ 320,025
C. TRAVEL		# Mi./Mo.	Rate	# Mos. / # Persons				
Local Mileage		450	\$ 0.575	12	\$ -	\$ 3,105	\$ 3,105	
Total Travel						\$ -	\$ 3,105	\$ 3,105
D. EQUIPMENT - None								
E. SUPPLIES		Unit / Monthly Cost	# of Units / Months					
Program Supplies		\$ 125	12	\$ -	\$ 1,500	\$ 1,500		

Office Supplies	\$ 75	12	\$ -	\$ 900	\$ 900
Total Supplies			\$ -	\$ 2,400	\$ 2,400
F. CONTRACTUAL	Hourly Rate	# of Hours			
Out-of-Custody Diversion Subcontract (Citywide)			\$ 437,926	\$ -	\$ 437,926
Stabilization Rooms for Clients			\$ 54,079	\$ -	\$ 54,079
Program Data Collection, Evaluation, & Reporting Subcontract (Hatchuel Tabernik & Associates)			\$ 45,000	\$ -	\$ 45,000
Total Contractual			\$ 537,005	\$ -	\$ 537,005
G. CONSTRUCTION - None					
H. OTHER	Unit / Monthly Cost	# of Units / Months			
Telecommunications Costs - Phone, Internet, Online Expenses	\$ 150	12	\$ -	\$ 1,800	\$ 1,800
Printing & Duplicating	\$ 50	12	\$ -	\$ 600	\$ 600
Postage & Delivery	\$ 50	12	\$ -	\$ 600	\$ 600
Total Supplies			\$ -	\$ 3,000	\$ 3,000
I. TOTAL DIRECT CHARGES			\$ 710,458	\$ 155,077	\$ 865,535
J. INDIRECT COSTS @ 10% of Direct Charges			\$ 71,046	\$ 7,754	\$ 78,800
K. TOTAL FEDERAL REQUEST			\$ 781,504	\$ 162,831	\$ 944,335

ITEMIZED 3-YEAR CITYWIDE SUBCONTRACT BUDGET

	FTE	FY 19/20	FY 20/21	FY 21/22
Salaries				
Psychiatric	1.00	103,043	106,134	109,318
Clinical Social Worker I/II	1.00	67,651	69,681	71,771
HS Asst Clin Prof-Hcomp (Provider)	0.15	30,790	31,713	32,665
Patient Navigator (Peer mentor)	0.50	20,880	21,506	22,152
Administrative Analyst II	0.25	12,241	12,608	12,986
Nurse, Vocational	0.20	14,203	14,629	15,068
Total FTE	3.10	248,807	256,271	263,960
Benefits		105,370	108,531	111,787
Total Salaries and Benefits		354,177	364,802	375,746
Expenses				
Reorganization/E		15,000		
Supplies/Staff		1,000	1,000	1,000
Client Expenses		5,000	5,000	5,000
phones		1,000	1,000	1,000
Computers (2)		2,200		
Staff Training		300	300	300
Costs				
GAEL		2,040	1,802	1,802
Campus Data Network		1,637	1,373	1,373
HR		3,509	2,943	2,943
Service		2,195	1,841	1,841
Subtotal		33,881	15,259	15,259
Subtotal		388,058	380,061	391,005
Indirect Costs		46,567	45,607	46,921
Program		434,625	425,669	437,926

San Francisco Department of Public Health
 California Department of State Hospitals Pre-Trial Felony Mental Health Diversion Program
 Budget Justification for Years 1 (9/15/19 to 9/14/20)

A. Personnel		
<u>2930 Behavioral Health Clinician, Cat. 18</u>	1.00 FTE	\$110,019
<p>The Senior Behavioral Health Clinician will be responsible for providing ongoing in-custody assessments, services, and referrals for clients of the diversion program, including developing and tracking Individualized Treatment Plans in collaboration with each client.</p>		
B. Fringe Benefits		\$47,308
<p>Payroll taxes and fringe benefits include employer's share of Federal, State, and local mandated payroll taxes, health, vision and dental insurance premiums; worker's compensation, unemployment, and disability insurance premiums, and employer's contribution of employee retirement plans. SFDHP fringe benefits are budgeted at 43% of personnel costs.</p>		
C. Travel		\$0
D. Equipment		\$0
E. Supplies		\$0
F. Contractual		
<u>UCSF Citywide</u>		\$434,625
<p>Citywide Out-of-Custody team will conduct a new comprehensive client assessment and produce a modified Treatment Plan designed to address the full range of client stabilization and support needs, including medical and behavioral health services, housing services, and a full range of psychosocial and support services.</p>		
<u>Stabilization Room - Contractor TBD</u>		\$54,000
<p>Stabilization Rooms is included in each year's budget for out-of-custody individuals who are not in residential treatment and require short-term housing support to maintain diversion adherence.</p>		
<u>Hatchuel Tabernik & Association</u>		\$45,000
<p>HTA will oversee the project's data collection and reporting functions.</p>		
G. Construction		\$0
H. Other		\$0
I. Total Direct Charges		\$690,952

J. Indirect cost

\$69,095

Indirect cost is bugeted at 10% of total direct cost over the three-year project term.

K. Total Request

\$760,047

EXHIBIT A
SCOPE OF WORK

1. CONTRACTED PARTIES:

A. The County of San Francisco 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 I, Specialist	
Address: 1600 9 th Street, Room 410 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 Staff Services Manager I, Specialist	
Address: 1600 9 th Street, Room 410 Sacramento, CA 95814	
Phone: (916) 654-4187	Fax: (916) 651-1168
Email: Ashley.Breth@dsh.ca.gov	

San Francisco County Contract Manager:	
Section/Unit:	
Attention:	
Address:	
Phone:	Fax:
Email:	

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 San Francisco 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.

4. PROGRAM IMPLEMENTATION FUNDS:

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

5. CONTRACTOR RESPONSIBILITIES:

- A. The estimated total number of unduplicated Felony Mental Health Diversion Clients to be served by Contractor during the term of this agreement is 30. 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.
- 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. 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.

- E. Felony Mental Health Diversion Clients housed in community-based diversion programs shall remain under the legal and physical supervision of Contractor. Contractor is responsible for full range of services and supports including but not limited to medical care, transportation, and patients-rights services.
- F. Contractor retains the right to exclude specific individual Felony Mental Health Diversion Clients from the community-based diversion program based on the terms and conditions set forth in the Client's Diversion plan or based on the criteria agreed upon by collaborative partner agencies at any point during participation in the program.
- G. Contractor shall submit a written document outlining the program plan developed and agreed to by all county collaborative partners. Said document shall identify roles and responsibilities, describe the program from initial identification of potential Felony Mental Health Diversion Clients to program completion, and list all services to be provided in the program. Plan shall also include a detailed program flowchart depicting all stages of the program; an itemized budget plan identifying personnel and operation and equipment costs, county match, and other fund sources; and an outline of program implementation costs as detailed in section 4 of this exhibit. The final county plan must be approved by DSH prior to program implementation. Any changes to this plan must be agreed to in writing by both parties.
- H. Contractor shall connect individuals to services in the community after they have completed diversion as defined in this agreement. Contractor shall be responsible for coordinating with behavioral health programs for continued mental health care, crisis intervention, ongoing counseling and care, and psychotropic medication compliance for the Felony Mental Health Diversion Clients.
- I. Contractor will track Diversion expenditures and shall provide a report itemizing Diversion expenditures and required match contributions, by funding source, to DSH within sixty days after the close of the months of December and June on a bi-annual basis during the term of this agreement. A final report itemizing Diversion expenditures and required match contributions, by funding source, shall be due within sixty days after the termination of the agreement.
- J. Contractor shall report in writing via email to the DSH Contract Manager or designee if a current Felony Mental Health Diversion Client is absent without leave (AWOL) or is involved in a Special Incident. Such reporting to DSH will take place within forty-eight (48) hours of such an incident.

A "Special Incident" is a significant patient occurrence or any event which has the potential of adversely affecting the operation of the program. The following occurrences qualify as Special Incidents:

- i. Suicide or attempt;
- ii. Death or serious injury of, or by, patient;

- iii. Criminal behavior (including arrests, with or without conviction);
 - iv. Any incident which may result in public or media attention to the program.
- K. If Contractor is unable to serve the total number of unduplicated Felony Mental Health Diversion Clients stated in provision 5.A. due to actual client costs exceeding the level of funds available, Contractor shall notify the DSH Contract Manager or designee in writing no less than 180 days prior to the expiration of this Agreement; and shall provide an updated plan to include: 1) an explanation of the reasons for the cost increases; 2) the revised number of Felony Mental Health Diversion Clients to be served by the community-based diversion program; and 3) the revised budget, not to exceed the maximum amount set forth in this Agreement. Upon approval of the revised plan by the DSH, an amendment to this Agreement shall be initiated.
- L. Contractor and its subcontractors shall procure and keep in full force and effect during the term of this Agreement all permits, registrations, and licenses necessary to accomplish the work specified in this Agreement and shall give all notices necessary and incident to the lawful prosecution of the work. Contractor shall provide proof of any such license(s), permits(s), and certificate(s) upon request by the DSH. Contractor agrees that failure by itself or its subcontractors to provide evidence of licensing, permits, or certifications shall constitute a material breach for which the DSH may terminate this Agreement with cause.
- M. Contractor shall provide services as outlined in this Agreement. Contractor shall be responsible to fulfill the requirements of this Agreement and shall incur expenses at its own risk and invest sufficient amount of time and capital to fulfill the obligations as contained herein.
- N. Contractor and its subcontractors shall keep informed of, observe, comply with, and cause all its agents and employees to observe and to comply with all prevailing Federal, State, and local laws, rules, and regulations made pursuant to pertinent Federal, State, and local laws. If any conflict arises between provisions of the plans and specifications and any such law above referred to, then Contractor shall immediately notify the DSH in writing.
- O. Unless otherwise specified, this Agreement may be canceled at any time by Contractor, in writing, with 50 days advance notice. The DSH may terminate the Agreement pursuant to section 7 of Exhibit C if Contractor or its subcontractors fails to comply with a federal, state, or local law and the noncompliance, based on the facts and circumstances, would constitute a material breach of this Agreement under California law.

6. DSH RESPONSIBILITIES:

- A. DSH shall distribute funds to Contractor in accordance with the schedule outlined in Exhibit B, Budget Detail.
- B. The DSH shall provide a data collection process to Contractor. 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.

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.

EXHIBIT A, ATTACHMENT 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.

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 for each invoice to validate outcomes achieved by the Contractor as specified in Exhibit B, Provision 5.
- D. 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
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, all services or deliverables provided on each invoice.
- 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 **\$2,300,400.00**.
- B. Funds awarded to the County pursuant to this contract shall be distributed in a total of six (6) installments as outlined below.
- 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 **\$ 575,100.00** (up to 25% of total awarded).
- D. Upon successful admission of **3** 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 **\$ 230,040.00** (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 **8** 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 **\$ 345,060.00** (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.

- F. Upon admission of **15** 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 \$ **460,080.00** (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 **23** 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 \$ **345,060.00** (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 **30** 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 \$ **345,060.00** (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.
- I. 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. 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. Contractor shall contribute a 20% or \$ **460,080.00** match in local county 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. Contractor shall utilize [COUNTY SPECIFIC ACCOUNTING 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, ATTACHMENT 1
SAMPLE INVOICE

THIS IS A SAMPLE.

[Insert Contractor's Department company logo/address]

INVOICE

DATE	INVOICE #

Department of State Hospitals
Attn: Accounting Office
1600 9th Street, Room 141
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 C
GENERAL TERMS AND CONDITIONS

1. **APPROVAL**: This Agreement is of no force or effect until signed by both parties and approved by the Department of General Services, if required. Contractor may not commence performance until such approval has been obtained.
2. **AMENDMENT**: No amendment or variation of the terms of this Agreement shall be valid unless made in writing, signed by the parties and approved as required. No oral understanding or Agreement not incorporated in the Agreement is binding on any of the parties.
3. **ASSIGNMENT**: This Agreement is not assignable by the Contractor, either in whole or in part, without the consent of the State in the form of a formal written amendment.
6. **AUDIT**: Contractor agrees that the awarding department, the Department of General Services, the Bureau of State Audits, or their designated representative shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement. Contractor agrees to maintain such records for possible audit for a minimum of three (3) years after final payment, unless a longer period of records retention is stipulated. Contractor agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, Contractor agrees to include a similar right of the State to audit records and interview staff in any subcontract related to performance of this Agreement. (Gov. Code §8546.7, Pub. Contract Code §10115 et seq., CCR Title 2, Section 1896)
7. **DISPUTES**: Contractor shall continue with the responsibilities under this Agreement during any dispute.
8. **TERMINATION FOR CAUSE**: The State may terminate this Agreement and be relieved of any payments should the Contractor fail to perform the requirements of this Agreement at the time and in the manner herein provided. In the event of such termination the State may proceed with the work in any manner deemed proper by the State. All costs to the State shall be deducted from any sum due the Contractor under this Agreement and the balance, if any, shall be paid to the Contractor upon demand.
9. **INDEPENDENT CONTRACTOR**: Contractor, and the agents and employees of Contractor, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of the State.
10. **RECYCLING CERTIFICATION**: The Contractor shall certify in writing under penalty of perjury, the minimum, if not exact, percentage of post-consumer material as defined in the Public Contract Code Section 12200, in products, materials, goods, or supplies offered or sold to the State regardless of whether the product meets the requirements of Public Contract Code Section 12209. With respect to printer or duplication cartridges that comply with the requirements of Section 12156(e), the certification required by this subdivision shall specify that the cartridges so comply (Pub. Contract Code §12205).
11. **NON-DISCRIMINATION CLAUSE**: During the performance of this Agreement, Contractor and its subcontractors shall not deny the contract's benefits to any person on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status, nor shall they discriminate unlawfully against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age,

sexual orientation, or military and veteran status. Contractor shall insure that the evaluation and treatment of employees and applicants for employment are free of such discrimination. Contractor and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12900 et seq.), the regulations promulgated thereunder (Cal. Code Regs., tit. 2, §11000 et seq.), the provisions of Article 9.5, Chapter 1, Part 1, Division 3, Title 2 of the Government Code (Gov. Code §§11135-11139.5), and the regulations or standards adopted by the awarding state agency to implement such article. Contractor shall permit access by representatives of the Department of Fair Employment and Housing and the awarding state agency upon reasonable notice at any time during the normal business hours, but in no case less than 24 hours' notice, to such of its books, records, accounts, and all other sources of information and its facilities as said Department or Agency shall require to ascertain compliance with this clause. Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement. (See Cal. Code Regs., tit. 2, §11105.)

Contractor shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the Agreement.

12. CERTIFICATION CLAUSES: The CONTRACTOR CERTIFICATION CLAUSES contained in the document CCC 04/2017 are hereby incorporated by reference and made a part of this Agreement by this reference as if attached hereto.
13. TIMELINESS: Time is of the essence in this Agreement.
14. COMPENSATION: The consideration to be paid Contractor, as provided herein, shall be in compensation for all of Contractor's expenses incurred in the performance hereof, including travel, per diem, and taxes, unless otherwise expressly so provided.
15. GOVERNING LAW: This contract is governed by and shall be interpreted in accordance with the laws of the State of California.
16. ANTITRUST CLAIMS: The Contractor by signing this agreement hereby certifies that if these services or goods are obtained by means of a competitive bid, the Contractor shall comply with the requirements of the Government Codes Sections set out below.
 - a. The Government Code Chapter on Antitrust claims contains the following definitions:
 - 1) "Public purchase" means a purchase by means of competitive bids of goods, services, or materials by the State or any of its political subdivisions or public agencies on whose behalf the Attorney General may bring an action pursuant to subdivision (c) of Section 16750 of the Business and Professions Code.
 - 2) "Public purchasing body" means the State or the subdivision or agency making a public purchase. Government Code Section 4550.
 - b. In submitting a bid to a public purchasing body, the bidder offers and agrees that if the bid is accepted, it will assign to the purchasing body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by the bidder for sale to the purchasing body pursuant to the bid. Such assignment shall be made and become effective at the time the purchasing body tenders final payment to the bidder. Government Code Section 4552.

- c. If an awarding body or public purchasing body receives, either through judgment or settlement, a monetary recovery for a cause of action assigned under this chapter, the assignor shall be entitled to receive reimbursement for actual legal costs incurred and may, upon demand, recover from the public body any portion of the recovery, including treble damages, attributable to overcharges that were paid by the assignor but were not paid by the public body as part of the bid price, less the expenses incurred in obtaining that portion of the recovery. Government Code Section 4553.
 - d. Upon demand in writing by the assignor, the assignee shall, within one year from such demand, reassign the cause of action assigned under this part if the assignor has been or may have been injured by the violation of law for which the cause of action arose and (a) the assignee has not been injured thereby, or (b) the assignee declines to file a court action for the cause of action. See Government Code Section 4554.
16. CHILD SUPPORT COMPLIANCE ACT: For any Agreement in excess of \$100,000, the contractor acknowledges in accordance with Public Contract Code 7110, that:
- a. The contractor recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with section 5200) of Part 5 of Division 9 of the Family Code; and
 - b. The contractor, to the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.
17. UNENFORCEABLE PROVISION: In the event that any provision of this Agreement is unenforceable or held to be unenforceable, then the parties agree that all other provisions of this Agreement have force and effect and shall not be affected thereby.
18. PRIORITY HIRING CONSIDERATIONS: If this Contract includes services in excess of \$200,000, the Contractor shall give priority consideration in filling vacancies in positions funded by the Contract to qualified recipients of aid under Welfare and Institutions Code Section 11200 in accordance with Pub. Contract Code §10353.
19. SMALL BUSINESS PARTICIPATION AND DVBE PARTICIPATION REPORTING REQUIREMENTS:
- a. If for this Contract Contractor made a commitment to achieve small business participation, then Contractor must within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) report to the awarding department the actual percentage of small business participation that was achieved. (Govt. Code § 14841.)
 - b. If for this Contract Contractor made a commitment to achieve disabled veteran business enterprise (DVBE) participation, then Contractor must within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) certify in a report to the awarding department: (1) the total amount the prime Contractor received under the Contract; (2) the name and address of the DVBE(s) that participated in the performance of the Contract; (3) the amount each DVBE received from the prime Contractor; (4) that all payments under the Contract have been made to the DVBE; and (5) the actual percentage of DVBE participation that was achieved. A person or entity that knowingly provides false information shall be subject to a civil penalty for each violation. (Mil. & Vets. Code § 999.5(d); Govt. Code § 14841.)

20. LOSS LEADER: If this contract involves the furnishing of equipment, materials, or supplies then the following statement is incorporated: It is unlawful for any person engaged in business within this state to sell or use any article or product as a "loss leader" as defined in Section 17030 of the Business and Professions Code. (PCC 10344(e).)

EXHIBIT D
SPECIAL TERMS AND CONDITIONS

1. SUBCONTRACTS:

- A. Except for subcontracts identified in accordance with the solicitation, Contractor shall submit any subcontracts in connection with this Agreement to the DSH for its prior written approval. No work shall be subcontracted without the prior written approval of the DSH. Upon the termination of any subcontract, the DSH shall be notified immediately. Any subcontract shall include all the terms and conditions of this Agreement and its attachments.
- B. Nothing contained in this Agreement shall create any contractual relationship between the DSH and any subcontractors, and Contractor is solely responsible for payment of any and all fees, expenses, salaries and benefits of subcontractor. No subcontract shall relieve Contractor of its responsibilities and obligations hereunder. Contractor is fully responsible to the DSH for the acts and omissions of its subcontractors and of persons either directly or indirectly employed or acting as an agent by any of them. Contractor agrees to indemnify and hold the DSH harmless for any costs, losses or claims, including reasonable attorney fees, resulting from its subcontractors.

2. PUBLICATIONS AND REPORTS:

- A. The DSH reserves the right to use and reproduce all publications, reports, and data produced or delivered pursuant to this Agreement. The DSH further reserves the right to authorize others to use or reproduce such materials, provided the author of the report is acknowledged in any such use or reproduction.
- B. If the publication and/or report are prepared by non-employees of the DSH, and the total cost for such preparation exceeds \$5,000, the publication and/or report shall contain the numbers and dollar amounts of all agreements and subcontracts relating to the preparation of the publication and report in a separate section of the report (Gov. Code, §7550).

3. PROGRESS REPORTS:

- A. If progress reports are required by the Agreement, Contractor shall provide a progress report in writing, or orally if approved by the DSH Contract Manager, at least once a month to the DSH Contract Manager. This progress report shall include, but not be limited to, a statement that the Contractor is or is not on schedule, any pertinent reports, and any interim findings if applicable. Contractor shall cooperate with and shall be available to meet with the DSH to discuss any difficulties or special problems, so that solutions or remedies can be developed as soon as possible.

4. PRESENTATION:

- A. Upon request, Contractor shall meet with the DSH to present any findings, conclusions, and recommendations required by the Agreement for approval. If set forth in the Agreement, Contractor shall submit a comprehensive final report for approval. Both the final meeting and the final report shall be completed on or before the date indicated in this Agreement.

5. DEPARTMENT OF STATE HOSPITALS STAFF:

- A. The DSH's staff shall be permitted to work side-by-side with Contractor's staff to the extent and under conditions as directed by the DSH Contract Manager. In this connection, the DSH's staff shall be given access to all data, working papers, etc., which Contractor seeks to utilize.

6. CONFIDENTIALITY OF DATA AND DOCUMENTS:

- A. Contractor shall not disclose data or documents or disseminate the contents of the final or any preliminary report without written permission of the DSH Contract Manager. However, all public entities shall comply with California Public Records Act (Gov. Code, §6250 et seq.).
- B. Permission to disclose information or documents on one occasion shall not authorize Contractor to further disclose such information or documents on any other occasion except as otherwise provided in the Agreement or required by law.
- C. Contractor shall not comment publicly to the press, or any other media, regarding the data or documents generated, collected, or produced in connection with this Agreement, or the DSH's actions on the same, except to the DSH's staff, Contractor's own personnel involved in the performance of this Agreement, or as required by law.
- D. If requested by the DSH, Contractor shall require each of its employees or officers who will be involved in the performance of this Agreement to agree to the above terms in a form to be approved by the DSH and shall supply the DSH with evidence thereof.
- E. After any data or documents submitted has become a part of the public records of the DSH, Contractor may at its own expense and upon written approval by the DSH Contract Manager, publish or utilize the same data or documents but shall include the following Notice:

LEGAL NOTICE

This report was prepared as an account of work sponsored by the Department of State Hospitals (Department), but does not necessarily represent the views of the Department or any of its employees except to the extent, if any, that it has formally been approved by the Department. For information regarding any such action, communicate directly with the Department at P.O. Box 952050, Sacramento, California, 94252-2050. Neither said Department nor the State of California, nor any officer or employee thereof, or any of its contractors or subcontractors makes any warranty, express or implied, or assumes any legal liability whatsoever for the contents of this document. Nor does any party represent that use of the data contained herein, would not infringe upon privately owned rights without obtaining permission or authorization from any party who has any rights in connection with the data.

7. PROVISIONS RELATING TO DATA:

- A. "Data" as used in this Agreement means recorded information, regardless of form or characteristics, of a scientific or technical nature. It may, for example, document research, experimental, developmental or engineering work; or be usable or be used to define a design or process; or support a premise or conclusion asserted in any deliverable document called for by this Agreement. The data may be graphic or pictorial delineations in media, such as drawings or photographs, charts, tables, mathematical modes, collections or extrapolations of data or information, etc. It may be in machine form, as punched cards, magnetic tape, computer printouts, or may be retained in computer memory.

- B. "Generated data" is that data, which Contractor has collected, collated, recorded, deduced, read out, or postulated for utilization in the performance of this Agreement. Any electronic data processing program, model or software system developed or substantially modified by Contractor in the performance of this Agreement at the expense of the DSH, together with complete documentation thereof, shall be treated in the same manner as generated data.
- C. "Deliverable data" is that data which under terms of this Agreement is required to be delivered to the DSH. Such data shall be property of the State of California and the DSH.
- D. Prior to the expiration of any legally required retention period and before destroying any data, Contractor shall notify the DSH of any such contemplated action; and the DSH may within 30 days of said notification determine whether or not this data shall be further preserved. The DSH shall pay the expense of further preserving this data. The DSH shall have unrestricted reasonable access to the data that is preserved in accordance with this Agreement.
- E. Contractor shall use best efforts to furnish competent witnesses to testify in any court of law regarding data used in or generated under the performance of this Agreement.
- F. All financial, statistical, personal, technical and other data and information relating to the DSH's operation, which are designated confidential by the State or the DSH and made available to carry out the Agreement, or which become available to Contractor in order to carry out this Agreement, shall be protected by Contractor from unauthorized use and disclosure.
- G. If the DSH determines that the data and information are inadequately protected by Contractor or its subcontractors, the DSH shall provide notice of its determination and Contractor and/or its subcontractors shall improve the protections to the DSH's satisfaction which shall be evidenced by written approval of the protections implemented.

8. APPROVAL OF PRODUCT:

- A. Each product to be approved under this Agreement shall be approved by the Contract Manager. The DSH's determination as to satisfactory work shall be final, absent fraud or mistake.

9. SUBSTITUTIONS:

- A. Contractor's key personnel as indicated in its proposal may not be substituted without the Contract Manager's prior written approval.

10. NOTICE:

- A. Notice to either party shall be given by first class mail, by Federal Express, United Parcel Service or similar carrier, properly addressed, postage fully prepaid, to the address beneath the name of each respective party. Alternatively, notice may be given by personal delivery by any means whatsoever to the party and such notice shall be deemed effective when delivered.

11. WAIVER:

- A. All remedies afforded in this Agreement are cumulative; that is, in addition to every other remedy provided therein or by law. The failure of the DSH to enforce any provision of this Agreement, shall not waive its right to enforce the provision or any other provision of the Agreement.

12. GRATUITIES AND CONTINGENCY FEES:

- A. Contractor shall not provide gratuities to any officer or employee of the DSH or the State to secure an agreement or favorable treatment with respect to an agreement, the occurrence of which shall constitute a material breach of this Agreement. The DSH, by written notice to Contractor, may terminate this Agreement with cause if it is found that gratuities were offered or given by Contractor or any agent or representative of the Contractor to any officer or employee of the State or the DSH with a view toward securing an agreement or securing favorable treatment with respect to the awarding, amending, or performance of such agreement.
- B. In the event this Agreement is terminated as provided in the paragraph above, the DSH shall be entitled (a) to pursue the same remedies against Contractor as it could pursue in the event of the breach of the Agreement by Contractor, and (b) as a predetermined amount of liquidated damages, Contractor shall pay an amount which shall not be less than three times the cost incurred by Contractor in providing any such gratuities to any such officer or employee.
- C. The rights and remedies of the DSH provided in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.
- D. Contractor warrants by execution of this Agreement that no person or selling agency has been employed or retained to solicit or secure this Agreement for a commission, percentage, brokerage or contingent fee, excepting bona fide employees of Contractor, for the purpose of securing business. For breach or violation of this warranty, the DSH shall, among other rights, have the right to rescind this Agreement without liability, paying only for the values of the work actually returned, or in its discretion to deduct from the Agreement price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

13. INTEGRATION CLAUSE:

- A. The parties agree that this Agreement, including only the State standard form 213 and all exhibits, constitute the entire agreement of the parties and no other understanding or communication, whether written or oral, shall be construed to be a part of this Agreement.

14. CAPTIONS:

- A. The clause headings appearing in this Agreement have been inserted for the purpose of convenience and ready reference. They do not purport to and shall not be deemed to define, limit or extend the scope or intent of the clauses to which they pertain.

15. PUBLIC HEARINGS:

- A. If public hearings on the subject matter dealt with in this Agreement are held within one year from the Agreement expiration date, Contractor shall make available to testify the personnel assigned to this Agreement at the hourly rates specified in Contractor's proposed budget. The DSH shall reimburse Contractor for travel of said personnel at the Agreement, or if none, at State rates for such testimony as may be requested by the DSH.

16. FORCE MAJEURE:

- A. Neither the DSH nor Contractor shall be deemed to be in default in the performance of the terms of this Agreement if either party is prevented from performing the terms of this Agreement by causes beyond its control, which shall include without being limited to: acts of God; interference, rulings or decision by municipal, Federal, State, or other governmental agencies, boards or commissions; any laws and/or regulations of such municipal, State, Federal, or other governmental bodies; or any catastrophe resulting from flood, fire, explosion, earthquakes, or other similar environmental causes beyond the control of the defaulting party. If any of the stated contingencies occur, the party delayed by force majeure shall immediately give the other party written notice of the cause of delay. The party delayed by force majeure shall use reasonable diligence to correct the cause of the delay, if correctable.

17. LITIGATION:

- A. The DSH, promptly after receiving notice thereof, shall notify Contractor in writing of the commencement of any claim, suit, or action against the DSH or its officers or employees. Contractor shall immediately notify the DSH of any claim or action against it which affects, or may affect, this Agreement, the terms or conditions hereunder, the DSH, and shall take such action with respect to said claim or action which is consistent with the terms of this Agreement and the interest of the DSH.
- B. Contractor shall be in default of this Agreement (i) upon the institution by or against Contractor of insolvency, receivership or bankruptcy proceedings or any other proceedings for the settlement of Contractor's debts, (ii) upon Contractor making an assignment for the benefit of creditors, (iii) upon either party's dissolution or ceasing to do business or (iv) when the facts and circumstances indicate that Contractor is insolvent. For purposes of this Agreement, Contractor shall be deemed insolvent if: (i) Contractor has failed to pay salaries, overtime or benefits required by law of agreement, (ii) Contractor has failed to pay a subcontractor amounts owed pursuant to its agreements with a subcontractor, or (iii) Contractor has failed to pay a vendor amounts Contractor owes the vendor for more than 90 days the past due date for payment.

18. DISPUTES:

- A. Contractor shall first discuss and attempt to resolve any dispute arising under or relating to the performance of this Agreement, which is not disposed of by the Agreement, informally with the DSH Contract Manager. If the dispute cannot be disposed of at this level, then the dispute shall be decided by the DSH Deputy Director of Administration. All issues pertaining to this dispute shall be submitted in written statements and addressed to the Deputy Director of Administration, Department of State Hospitals, 1600 9th Street, Room 101, Sacramento, California 95814. Such written notice must contain the Agreement Number. Within ten days of receipt of the written grievance report from Contractor, the Deputy Director of Administration, or his/her designee, shall meet with Contractor and the Project Manager for the purposes of resolving the dispute. The decision of the Deputy Director shall be final. During the dispute process, Contractor shall proceed diligently with the performance of the Agreement. Neither the pendency of a dispute, nor its consideration by the Deputy Director of Administration, shall excuse Contractor from full and timely performance of the services required in accordance with the terms of this Agreement.

19. EVALUATION OF CONTRACTOR'S PERFORMANCE:

- A. The DSH shall evaluate Contractor's performance under this Agreement using standardized evaluation forms which shall be made available to every state agency pursuant to Public Contract Code §10367.

20. AUDITS, INSPECTION AND ENFORCEMENT:

- A. Contractor agrees to allow the DSH to inspect its facilities and systems, and make available for review its books and records to enable the DSH to monitor compliance with the terms of this Agreement and audit invoices submitted to the DSH.
- B. Contractor shall promptly remedy any violation of any provision of this Agreement to the satisfaction of the DSH.
- C. The fact that the DSH inspects, or fails to inspect, or has the right to inspect Contractor's facilities, systems, books and records does not relieve Contractor of its responsibility to independently monitor its compliance with this Agreement.
- D. The DSH's failure to detect or the DSH's detection of any unsatisfactory practices, but failure to notify Contractor or require Contractor's remediation of the unsatisfactory practices does not constitute acceptance of such practice or a waiver of the DSH's enforcement rights under the Agreement.

21. USE OF STATE FUNDS:

- A. Contractor, including its officers and members, shall not use funds received from the DSH pursuant to this Agreement to support or pay for costs or expenses related to the following:
 - i. Campaigning or other partisan activities to advocate for either the election or defeat of any candidate for elective office, or for or against the passage of any proposition or ballot measure; or,
 - ii. Lobbying for either the passage or defeat of any legislation.
- B. This provision is not intended and shall not be construed to limit any expression of a view, opinion, or position of any member of Contractor as an individual or private citizens, as long as State funds are not used; nor does this provision limit Contractor from merely reporting the results of a poll or survey of its membership.

22. CANCELLATION PROVISIONS:

- A. Unless otherwise specified, this Agreement may be canceled at any time by the DSH, in writing, with thirty (30) days advance notice. If canceled, payment shall be made only for the provision of services expressly authorized by this Agreement until the date of cancellation and only at the rates set forth in Exhibit B, Budget Detail. In the case of early termination, a final payment will be made to Contractor upon receipt of an invoice covering all authorized costs, at the rates set forth in Exhibit B, incurred prior to the date of cancellation or termination. The DSH shall not be responsible for unamortized costs, overhead or capital costs or any other related costs, including but, not limited to costs incurred in connection with the cancellation of leases or contracts pertaining to facilities, equipment or supplies, labor and employee benefits costs, and expenditures incurred after the date of notice of cancellation.

- B. If the DSH determines that Contractor has breached a material term of the Agreement and has not cured the breach or ended the violation within the time specified by the DSH, the DSH may terminate the contract by providing notice to Contractor. The DSH Information Security Officer shall report as required HIPAA violations to the Secretary of the U.S. Department of Health and Human Services.
- C. Failure to comply with section 1 or 6 of this Exhibit, or a violation of section 12 of this Exhibit, shall be deemed a material breach of this Agreement.

23. EMPLOYMENT PROVISIONS:

- A. Contractor acknowledges and agrees that neither Contractor, their personnel, subcontractors, nor other service providers through this Agreement are employees of the DSH. Contractor and its independent contractors shall be solely responsible for:
 - i. Paying any and all payroll taxes, including, but not limited to Social Security and Medicare taxes,
 - ii. Federal or state income tax withholding,
 - iii. Providing unemployment insurance and workers compensation insurance, and
 - iv. Paying compensation to its employees in accordance with federal and state labor laws, including overtime pay unless otherwise specified in this Agreement, as well as penalties that may be imposed for failure to comply with these laws. Contractor agrees to indemnify and hold harmless the DSH for any damages, losses, expenses, including reasonable attorney fees, in connection with its failure to pay salary or overtime, or provide benefits, including, but not limited to health care benefits or retirement benefits, to its employees, or its failure to provide to comply with federal or state labor laws.

24. LIABILITY FOR LOSS AND DAMAGES:

- A. Any damages by Contractor, their personnel, subcontractors, and other service providers through this Agreement to the DSH's facility, including equipment, furniture, materials, or other State or DSH property, shall be repaired or replaced by Contractor to the satisfaction of the DSH at Contractor's expense. The DSH, at its option, may repair any such damage and deduct the cost thereof from any sum due Contractor under this Agreement.

25. SECURITY CLEARANCE/FINGERPRINTING/TUBERCULIN SKIN TESTING:

- A. The DSH reserves the right to conduct fingerprinting, drug testing, and/or security clearance through the Department of Justice, Bureau of Criminal Identification and Information (BCII), prior to award and at any time during the term of the Agreement, in order to permit Contractor, their personnel, subcontractors, and other service providers through this Agreement access to State premises. The DSH further reserves the right to terminate this Agreement should a threat to security, by Contractor, their personnel, subcontractors, and other service providers through this Agreement, be determined.

- B. At the sole discretion of the DSH, and in accordance with each facility's Infection Control Policy, the Contractor, their personnel, subcontractors, and anyone else affiliated with this Agreement providing services may be required to provide the DSH with Tuberculin (TB) test results. These test results shall indicate completion of the two-step TB testing process using the Mantoux method. The first step is a tuberculin skin test (TST) completed within the last 12 months prior to the date the tested person is to provide services to a DSH facility. The second step is a TST which must be completed within the 30 days prior to the date the tested person is to provide services to a DSH facility, unless otherwise specified.
- C. If both of the documented results of the TST provided $\leq 0-9$ /mm of induration, then the tested person may be cleared to provide services. However, if the documented result of the TST is ≥ 10 /mm of induration, then they shall be subject to additional testing and/or clearances before he or she is allowed to work at a DSH facility.
- D. The DSH reserves the right, in its sole and absolute discretion, to take measures to minimize the transmission of influenza. Contractor, their personnel, subcontractors, and other service providers through this Agreement may be required to either a) show written proof that they have received an influenza vaccine, or b) complete an Influenza Declination Form, which will be provided upon request. In addition, all non-vaccinated providers may be required to wear a mask. In its sole and absolute discretion, DSH may elect to provide free influenza vaccines to Contractor, their personnel, subcontractors, and other service providers through this Agreement.

26. PHYSICIAN OWNERSHIP AND REFERRAL ACT OF 1993:

- A. For applicable medical services contracts, and in accordance with the Physician Ownership and Referral Act of 1993, Contractor shall not refer any patient to any health care provider or health-related facility if the Contractor has a financial interest with that health care provider or health-related facility.
- B. Contractor may make a referral to or request consultation from a sole source health care provider or health-related facility in which financial interest is held if Contractor is located where there is no alternative provider of service within either twenty-five (25) miles or forty (40) minutes travel time, subject to the prior approval of the DSH. Contractor shall disclose, in writing, as well as on a continuous basis, to the DSH, its financial interest at the time of referral or request for consultation. In no event, will this prohibit patients from receiving emergency health care services.

**DEPARTMENT OF STATE HOSPITALS
EXHIBIT F
(For Non-HIPAA/HITECH Act Contracts)**

Information Privacy and Security Requirements

This Information Privacy and Security Requirements Exhibit (For Non-HIPAA/HITECH Act Contracts) (hereinafter referred to as "this Exhibit") sets forth the information privacy and security requirements Contractor is obligated to follow with respect to all personal and confidential information (as defined herein) disclosed to Contractor, or collected, created, maintained, stored, transmitted or used by Contractor for or on behalf of the California Department of State Hospitals (hereinafter "DSH"), pursuant to Contractor's agreement with DSH. (Such personal and confidential information is referred to herein collectively as "DSH PCI".) DSH and Contractor desire to protect the privacy and provide for the security of DSH PCI pursuant to this Exhibit and in compliance with state and federal laws applicable to the DSH PCI.

- I. Order of Precedence: With respect to information privacy and security requirements for all DSH PCI, the terms and conditions of this Exhibit shall take precedence over any conflicting terms or conditions set forth in any other part of the agreement between Contractor and DSH, including Exhibit A (Scope of Work), all other exhibits and any other attachments, and shall prevail over any such conflicting terms or conditions.
- II. Effect on lower tier transactions: The terms of this Exhibit shall apply to all contracts, subcontracts, and subawards, and the information privacy and security requirements Contractor is obligated to follow with respect to DSH PCI disclosed to Contractor, or collected, created, maintained, stored, transmitted or used by Contractor for or on behalf of DSH, pursuant to Contractor's agreement with DSH. When applicable the Contractor shall incorporate the relevant provisions of this Exhibit into each subcontract or subaward to its agents, subcontractors, or independent consultants.
- III. Definitions: For purposes of the agreement between Contractor and DSH, including this Exhibit, the following definitions shall apply:
 - A. Breach: "Breach" means:
 1. the unauthorized acquisition, access, use, or disclosure of DSH PCI in a manner which compromises the security, confidentiality or integrity of the information; or
 2. the same as the definition of "breach of the security of the system" set forth in California Civil Code section 1798.29(f).
 - B. Confidential Information: "Confidential information" means information that:
 1. does not meet the definition of "public records" set forth in California Government Code section 6252(e), or is exempt from disclosure under any of the provisions of Section

6250, et seq of the California Government Code or any other applicable state or federal laws; or

2. is contained in documents, files, folders, books or records that are clearly labeled, marked or designated with the word "confidential" by DSH.
- C. Disclosure: "Disclosure" means the release, transfer, provision of, access to, or divulging in any manner of information outside the entity holding the information.
- D. PCI: "PCI" means "personal information" and "confidential information" collectively (as these terms are defined herein).
- E. Personal Information: "Personal information" means information, in any medium (paper, electronic, oral) that:
1. directly or indirectly collectively identifies or uniquely describes an individual; or
 2. could be used in combination with other information to indirectly identify or uniquely describe an individual, or link an individual to the other information; or
 3. meets the definition of "personal information" set forth in California Civil Code section 1798.3, subdivision (a); or
 4. is one of the data elements set forth in California Civil Code section 1798.29, subdivision (g)(1) or (g)(2); or
 5. meets the definition of "medical information" set forth in either California Civil Code section 1798.29, subdivision (h)(2), or California Civil Code section 56.05, subdivision (j); or
 6. meets the definition of "health insurance information" set forth in California Civil Code section 1798.29, subdivision (h)(3); or
 7. is protected from disclosure under applicable state or federal law.
- F. Security Incident: "Security Incident" means:
1. an attempted breach; or
 2. the attempted or successful unauthorized access or disclosure, modification or destruction of DSH PCI, in violation of any state or federal law or in a manner not permitted under the agreement between Contractor and DSH, including this Exhibit; or
 3. the attempted or successful modification or destruction of, or interference with, Contractor's system operations in an information technology system, that negatively impacts the confidentiality, availability or integrity of DSH PCI; or

4. any event that is reasonably believed to have compromised the confidentiality, integrity, or availability of an information asset, system, process, data storage, or transmission. Furthermore, an information security incident may also include an event that constitutes a violation or imminent threat of violation of information security policies or procedures, including acceptable use policies.
- G. Use: “Use” means the sharing, employment, application, utilization, examination, or analysis of information.
- IV. Disclosure Restrictions: The Contractor and its employees, agents, and subcontractors shall protect from unauthorized disclosure any DSH PCI. The Contractor shall not disclose, except as otherwise specifically permitted by the agreement between Contractor and DSH (including this Exhibit), any DSH PCI to anyone other than DSH personnel or programs without prior written authorization from the DSH Program Contract Manager, except if disclosure is required by State or Federal law.
- V. 42 C.F.R. Part 2 compliance: DSH shall receive patient identifying substance use disorder treatment information for program evaluation and auditing purposes. In accordance with 42 C.F.R. part 2.53, DSH agrees to:
- (i) Maintain and destroy patient identifying information and records covered by 42 C.F.R. Part 2 in a manner consistent with the policies and procedures established under 42 C.F.R. part 2.16;
 - (ii) Retain records in compliance with applicable federal, state, and local record retention laws; and
 - (iii) Comply with the limitations on disclosure and use in 42 C.F.R. part 2.53(d).
- VI. Use Restrictions: The Contractor and its employees, agents, and subcontractors shall not use any DSH PCI for any purpose other than performing the Contractor's obligations under its agreement with DSH. DSH and its employees, agents, and subcontractors shall not use any data received from contractor for any purpose other than noted in this agreement, Welfare and Institutions Code section 4361, or Assembly Bill 1810.
- VII. Research compliance: DSH is a covered entity under the Health Insurance Portability and Accountability Act of 1996 (HIPAA). DSH shall receive protected health information and patient identifying substance use disorder treatment information for research purposes. In accordance with 42 C.F.R. part 2.52(a) and 45 C.F.R. part 164.512(i), DSH shall only use the data received from contractor for research purposes after obtaining approval from the State of California's Institutional Review Board, the California Health and Human Services' Committee for the Protection of Human Subjects. DSH shall follow all of its internal policies and procedures for obtaining approval for research using data reported by contractor. DSH agrees to comply with HIPAA and 42 C.F.R. Part 2 regarding all requirements including retention and destruction.
- VIII. Safeguards: The Contractor shall implement administrative, physical, and technical safeguards that reasonably and appropriately protect the privacy, confidentiality, security, integrity, and availability of DSH PCI, including electronic or computerized DSH PCI. At each location where DSH PCI exists under Contractor's control, the Contractor shall develop and maintain a written

information privacy and security program that includes administrative, technical and physical safeguards appropriate to the size and complexity of the Contractor's operations and the nature and scope of its activities in performing its agreement with DSH, including this Exhibit, and which incorporates the requirements of Section VII, Security, below. Contractor shall provide DSH with Contractor's current and updated policies within five (5) business days of a request by DSH for the policies.

- IX. Security: The Contractor shall take any and all steps reasonably necessary to ensure the continuous security of all computerized data systems containing DSH PCI. These steps shall include, at a minimum, complying with all of the data system security precautions listed in the Contractor Data Security Standards set forth in Attachment 1 to this Exhibit.
- X. Security Officer: At each place where DSH PCI is located, the Contractor shall designate a Security Officer to oversee its compliance with this Exhibit and to communicate with DSH on matters concerning this Exhibit.
- XI. Training: The Contractor shall provide training on its obligations under this Exhibit, at its own expense, to all of its employees who assist in the performance of Contractor's obligations under Contractor's agreement with DSH, including this Exhibit, or otherwise use or disclose DSH PCI.
- A. The Contractor shall require each employee who receives training to certify, either in hard copy or electronic form, the date on which the training was completed.
- B. The Contractor shall retain each employee's certifications for DSH inspection for a period of three years following contract termination or completion.
- C. Contractor shall provide DSH with its employee's certifications within five (5) business days of a request by DSH for the employee's certifications.
- XII. Employee Discipline: Contractor shall impose discipline that it deems appropriate (in its sole discretion) on such employees and other Contractor workforce members under Contractor's direct control who intentionally or negligently violate any provisions of this Exhibit.
- XIII. Breach and Security Incident Responsibilities:
- A. Notification to DSH of Breach or Security Incident: The Contractor shall notify DSH **immediately by telephone call plus email or fax** upon the discovery of a breach (as defined in this Exhibit), **and within twenty-four (24) hours by email or fax** of the discovery of any security incident (as defined in this Exhibit), unless a law enforcement agency determines that the notification will impede a criminal investigation, in which case the notification required by this section shall be made to DSH immediately after the law enforcement agency determines that such notification will not compromise the investigation. Notification shall be provided to the DSH Program Contract Manager, the DSH Privacy Officer and the DSH Chief Information Security Officer, using the contact information listed in Section XI(F), below. If the breach or security incident is discovered after business hours or on a weekend or holiday and involves DSH PCI in electronic or computerized form, notification to DSH shall be provided by calling the DSH Information

Security Office at the telephone numbers listed in Section XI(F), below. For purposes of this Section, breaches and security incidents shall be treated as discovered by Contractor as of the first day on which such breach or security incident is known to the Contractor, or, by exercising reasonable diligence would have been known to the Contractor. Contractor shall be deemed to have knowledge of a breach if such breach is known, or by exercising reasonable diligence would have been known, to any person, other than the person committing the breach, who is an employee or agent of the Contractor.

Contractor shall take:

1. prompt corrective action to mitigate any risks or damages involved with the breach or security incident and to protect the operating environment; and
 2. any action pertaining to a breach required by applicable federal and state laws, including, specifically, California Civil Code section 1798.29 and 1798.82.
- B. Investigation of Breach and Security Incidents: The Contractor shall immediately investigate such breach or security incident. As soon as the information is known and subject to the legitimate needs of law enforcement, Contractor shall inform the DSH Program Contract Manager, the DSH Privacy Officer, and the DSH Chief Information Security Officer of:
1. what data elements were involved, and the extent of the data disclosure or access involved in the breach, including, specifically, the number of individuals whose personal information was breached; and
 2. a description of the unauthorized persons known or reasonably believed to have improperly used the DSH PCI and/or a description of the unauthorized persons known or reasonably believed to have improperly accessed or acquired the DSH PCI, or to whom it is known or reasonably believed to have had the DSH PCI improperly disclosed to them; and
 3. a description of where the DSH PCI is believed to have been improperly used or disclosed; and
 4. a description of the probable and proximate causes of the breach or security incident; and
 5. whether Civil Code section 1798.29 and 1798.82 or any other federal or state laws requiring individual notifications of breaches have been triggered.
- C. Written Report: The Contractor shall provide a written report of the investigation to the DSH Program Contract Manager, the DSH Privacy Officer, and the DSH Chief Information Security Officer as soon as practicable after the discovery of the breach or security incident. The report shall include, but not be limited to, the information specified above, as well as a complete, detailed corrective action plan, including information on measures that were taken to halt and/or contain the breach or security incident, and measures to be taken to

prevent the recurrence or further disclosure of data regarding such breach or security incident.

- D. Notification to Individuals: If notification to individuals whose information was breached is required under state or federal law, and regardless of whether Contractor is considered only a custodian and/or non-owner of the DSH PCI, Contractor shall, at its sole expense, and at the sole election of DSH, either:
1. make notification to the individuals affected by the breach (including substitute notification), pursuant to the content and timeliness provisions of such applicable state or federal breach notice laws. Contractor shall inform the DSH Privacy Officer of the time, manner and content of any such notifications, prior to the transmission of such notifications to the individuals; or
 2. cooperate with and assist DSH in its notification (including substitute notification) to the individuals affected by the breach.
- E. Submission of Sample Notification to Attorney General: If notification to more than 500 individuals is required pursuant to California Civil Code section 1798.29 or 1798.82, and regardless of whether Contractor is considered only a custodian and/or non-owner of the DSH PCI, Contractor shall, at its sole expense, and at the sole election of DSH, either:
1. electronically submit a single sample copy of the security breach notification, excluding any personally identifiable information, to the Attorney General pursuant to the format, content and timeliness provisions of Section 1798.29, subdivision (e), or 1798.82, subdivision (f). Contractor shall inform the DSH Privacy Officer of the time, manner and content of any such submissions, prior to the transmission of such submissions to the Attorney General; or
 2. cooperate with and assist DSH in its submission of a sample copy of the notification to the Attorney General.
- F. DSH Contact Information: To direct communications to the above referenced DSH staff, the Contractor shall initiate contact as indicated herein. DSH reserves the right to make changes to the contact information below by verbal or written notice to the Contractor. Said changes shall not require an amendment to this Exhibit or the agreement to which it is incorporated.

DSH Program Contract Manager	DSH Privacy Officer	DSH Chief Information Security Officer
See the Scope of Work exhibit for Program Contract Manager	Chief Privacy Officer (A) Office of Legal Services California Dept. State Hospitals 1600 9 th Street, Room 433 Sacramento, CA 95814 Email: yamin.scardigli@dsh.ca.gov Telephone: (916) 562-3721	Chief Information Security Officer Information Security Office 1600 9th Street, Suite 250 Sacramento, CA 95814 Email: iso@dsh.ca.gov and security@dsh.ca.gov Telephone: 916-654-4218

- XIV. Documentation of Disclosures for Requests for Accounting: Contractor shall document and make available to DSH or (at the direction of DSH) to an Individual such disclosures of DSH PCI, and information related to such disclosures, necessary to respond to a proper request by the subject Individual for an accounting of disclosures of personal information as required by Civil Code section 1798.25, or any applicable state or federal law.
- XV. Requests for DSH PCI by Third Parties: The Contractor and its employees, agents, or subcontractors shall promptly transmit to the DSH Program Contract Manager all requests for disclosure of any DSH PCI requested by third parties to the agreement between Contractor and DSH (except from an Individual for an accounting of disclosures of the individual's personal information pursuant to applicable state or federal law), unless prohibited from doing so by applicable state or federal law.
- XVI. Audits, Inspection and Enforcement: DSH may inspect the facilities, systems, books and records of Contractor to monitor compliance with this Exhibit. Contractor shall promptly remedy any violation of any provision of this Exhibit and shall certify the same to the DSH Program Contract Manager in writing.
- XVII. Return or Destruction of DSH PCI on Expiration or Termination: Upon expiration or termination of the agreement between Contractor and DSH for any reason, Contractor shall securely return or destroy the DSH PCI. If return or destruction is not feasible, Contractor shall provide a written explanation to the DSH Program Contract Manager, the DSH Privacy Officer and the DSH Chief Information Security Officer, using the contact information listed in Section XI(F), above.
 - A. Retention Required by Law: If required by state or federal law, Contractor may retain, after expiration or termination, DSH PCI for the time specified as necessary to comply with the law.
 - B. Obligations Continue Until Return or Destruction: Contractor's obligations under this Exhibit shall continue until Contractor destroys the DSH PCI or returns the DSH PCI to DSH; provided however, that on expiration or termination of the agreement between Contractor and DSH, Contractor shall not further use or disclose the DSH PCI except as required by state or federal law.

- C. Notification of Election to Destroy DSH PCI: If Contractor elects to destroy the DSH PCI, Contractor shall certify in writing within 30 days of the expiration or termination of the agreement to the DSH Program Contract Manager, the DSH Privacy Officer and the DSH Chief Information Security Officer, using the contact information listed in Section XI(F), above, that the DSH PCI has been securely destroyed. The notice shall include the date and type of destruction method used.
- XVIII. Amendment: The parties acknowledge that federal and state laws regarding information security and privacy rapidly evolves and that amendment of this Exhibit may be required to provide for procedures to ensure compliance with such laws. The parties specifically agree to take such action as is necessary to implement new standards and requirements imposed by regulations and other applicable laws relating to the security or privacy of DSH PCI. The parties agree to promptly enter into negotiations concerning an amendment to this Exhibit consistent with new standards and requirements imposed by applicable laws and regulations.
- XIX. Assistance in Litigation or Administrative Proceedings: Contractor shall make itself and any subcontractors, workforce employees or agents assisting Contractor in the performance of its obligations under the agreement between Contractor and DSH, available to DSH at no cost to DSH to testify as witnesses, in the event of litigation or administrative proceedings being commenced against DSH, its director, officers or employees based upon claimed violation of laws relating to security and privacy, which involves inactions or actions by the Contractor, except where Contractor or its subcontractor, workforce employee or agent is a named adverse party.
- XX. No Third-Party Beneficiaries: Nothing express or implied in the terms and conditions of this Exhibit is intended to confer, nor shall anything herein confer, upon any person other than DSH or Contractor and their respective successors or assignees, any rights, remedies, obligations or liabilities whatsoever.
- XXI. Interpretation: The terms and conditions in this Exhibit shall be interpreted as broadly as necessary to implement and comply with regulations and applicable State laws. The parties agree that any ambiguity in the terms and conditions of this Exhibit shall be resolved in favor of a meaning that complies and is consistent with federal and state laws and regulations.
- XXII. Survival: If Contractor does not return or destroy the DSH PCI upon the expiration or termination of the Agreement, the respective rights and obligations of Contractor under Sections VI, VII and XI of this Exhibit shall survive the completion or termination of the agreement between Contractor and DSH.

Attachment 1
Contractor Data Security Standards

1. General Security Controls

- A. **Confidentiality Statement.** All persons that will be working with DSH PCI must sign a confidentiality statement. The statement must include at a minimum, General Use, Security and Privacy safeguards, Unacceptable Use, and Enforcement Policies. The statement must be signed by the workforce member prior to access to DSH PCI. The statement must be renewed annually. The Contractor shall retain each person's written confidentiality statement for DSH inspection for a period of three (3) years following contract termination.
- B. **Background check.** Before a member of the Contractor's workforce may access DSH PCI, Contractor must conduct a thorough background check of that worker and evaluate the results to assure that there is no indication that the worker may present a risk for theft of confidential data. The Contractor shall retain each workforce member's background check documentation for a period of three (3) years following contract termination.
- C. **Workstation/Laptop encryption.** All workstations and laptops that process and/or store DSH PCI must be encrypted using a FIPS 140-2 certified algorithm, such as Advanced Encryption Standard (AES), with a 128bit key or higher. The encryption solution must be full disk unless approved by the DSH Information Security Office.
- D. **Server Security.** Servers containing unencrypted DSH PCI must have sufficient administrative, physical, and technical controls in place to protect that data, based upon a risk assessment/system security review.
- E. **Minimum Necessary.** Only the minimum necessary amount of DSH PCI required to perform necessary business functions may be copied, downloaded, or exported.
- F. **Removable media devices.** All electronic files that contain DSH PCI data must be encrypted when stored on any removable media or portable device (i.e. USB thumb drives, floppies, CD/DVD, smart devices tapes etc.). PCI must be encrypted using a FIPS 140-2 certified algorithm, such as Advanced Encryption Standard (AES), with a 128bit key or higher
- G. **Antivirus software.** All workstations, laptops and other systems that process and/or store DSH PCI must install and actively use a comprehensive anti-virus software solution with automatic updates scheduled at least daily.
- H. **Patch Management.** All workstations, laptops and other systems that process and/or store DSH PCI must have operating system and application security patches applied, with system reboot if necessary. There must be a documented patch management process which determines installation timeframe based on risk assessment and vendor recommendations. At a maximum, all applicable patches must be installed within 30 days of vendor release.

- I. **User IDs and Password Controls.** All users must be issued a unique user name for accessing DSH PCI. Username must be promptly disabled, deleted, or the password changed upon the transfer or termination of an employee with knowledge of the password. Passwords are not to be shared. Must be at least eight characters. Must be a non-dictionary word. Must not be stored in readable format on the computer. Must be changed every 60 days. Must be changed if revealed or compromised. Must be composed of characters from at least three of the following four groups from the standard keyboard:
- Upper case letters (A-Z)
 - Lower case letters (a-z)
 - Arabic numerals (0-9)
 - Non-alphanumeric characters (punctuation symbols)
- J. **Data Sanitization.** All DSH PCI must be sanitized using NIST Special Publication 800-88 standard methods for data sanitization when the DSH PCI is no longer needed.

2. System Security Controls

- A. **System Timeout.** The system must provide an automatic timeout, requiring reauthentication of the user session after no more than 20 minutes of inactivity.
- B. **Warning Banners.** All systems containing DSH PCI must display a warning banner each time a user attempts access, stating that data is confidential, systems are logged, and system use is for business purposes only. User must be directed to log off the system if they do not agree with these requirements.
- C. **System Logging.** The system must maintain an automated audit trail which can identify the user or system process which initiates a request for DSH PCI, or which alters DSH PCI. The audit trail must be date and time stamped, must log both successful and failed accesses, must be read only, and must be restricted to authorized users. This logging must be included for all user privilege levels including, but not limited to, systems administrators. If DSH PCI is stored in a database, database logging functionality must be enabled. Audit trail data must be archived for at least 3 years after occurrence.
- D. **Access Controls.** The system must use role based access controls for all user authentications, enforcing the principle of least privilege.
- E. **Transmission encryption.** All data transmissions of DSH PCI outside the contractor's secure internal network must be encrypted using a FIPS 140-2 certified algorithm, such as Advanced Encryption Standard (AES), with a 128bit key or higher. Encryption can be end to end at the network level, or the data files containing DSH PCI can be encrypted. This requirement pertains to any type of DSH PCI in motion such as website access, file transfer, and E-Mail.
- F. **Intrusion Detection.** All systems involved in accessing, holding, transporting, and protecting DSH PCI that are accessible via the Internet must be protected by a comprehensive intrusion detection and prevention solution.

3. Audit Controls

- A. **System Security Review.** All systems processing and/or storing DSH PCI must have at least an annual system risk assessment/security review which provides assurance that administrative, physical, and technical controls are functioning effectively and providing adequate levels of protection. Reviews shall include vulnerability scanning tools.
- B. **Log Reviews.** All systems processing and/or storing DSH PCI must have a routine procedure in place to review system logs for unauthorized access.
- C. **Change Control.** All systems processing and/or storing DSH PCI must have a documented change control procedure that ensures separation of duties and protects the confidentiality, integrity and availability of data.

4. Business Continuity / Disaster Recovery Controls

- A. **Disaster Recovery.** Contractor must establish a documented plan to enable continuation of critical business processes and protection of the security of electronic DSH PCI in the event of an emergency. Emergency means any circumstance or situation that causes normal computer operations to become unavailable for use in performing the work required under this agreement for more than 24 hours.
- B. **Data Backup Plan.** Contractor must have established documented procedures to securely backup DSH PCI to maintain retrievable exact copies of DSH PCI. The backups shall be encrypted. The plan must include a regular schedule for making backups, storing backups offsite, an inventory of backup media, and the amount of time to restore DSH PCI should it be lost. At a minimum, the schedule must be a weekly full backup and monthly offsite storage of DSH data.

5. Paper Document Controls

- A. **Supervision of Data.** DSH PCI in paper form shall not be left unattended at any time, unless it is locked in a file cabinet, file room, desk or office. Unattended means that information is not being observed by an employee authorized to access the information. DSH PCI in paper form shall not be left unattended at any time in vehicles or planes and shall not be checked in baggage on commercial airplanes.
- B. **Escorting Visitors.** Visitors to areas where DSH PCI is contained shall be escorted and DSH PHI shall be kept out of sight while visitors are in the area.
- C. **Confidential Destruction.** DSH PCI must be disposed of through confidential means, using NIST Special Publication 800-88 standard methods for data sanitization when the DSH PSCI is no longer needed.
- D. **Removal of Data.** DSH PCI must not be removed from the premises of the Contractor except with express written permission of DSH.

- E. ***Faxing.*** Faxes containing DSH PCI shall not be left unattended and fax machines shall be in secure areas. Faxes shall contain a confidentiality statement notifying persons receiving faxes in error to destroy them. Fax numbers shall be verified with the intended recipient before sending.

- F. ***Mailing.*** DSH PCI shall only be mailed using secure methods. Large volume mailings of DSH PHI shall be by a secure, bonded courier with signature required on receipt. Disks and other transportable media sent through the mail must be encrypted with a DSH approved solution, such as a solution using a vendor product specified on the CALIFORNIA STRATEGIC SOURCING INITIATIVE.



DATE: October 1, 2019

TO: The Board of Supervisors

THROUGH: Angelica M. Almeida, Ph.D.
Director, Forensic/Justice Involved Behavioral Health Services

FROM: Gregory Wong
Administrative Analyst

RE: Approval to accept and expend retroactively a grant to the Department of Public Health (DPH) from the California State Department of State Hospitals in the amount of \$2,300,400 for the period of September 15, 2019 to September 15, 2022.

DPH requests the approval to accept and expend retroactively grant funds from the California Department of State Hospitals in the amount of \$2,300,400 to be awarded to support a three-year project, for the period of September 15, 2019 to September 14, 2022. This grant will support the “Pre-Trial Felony Mental Health Diversion Program” project for the Behavioral Health Services Division.

We respectfully request for approval to accept and expend these funds retroactive to September 15, 2019. The Department of Public Health (DPH) received the agreement on June 28, 2019 with a budget start date of September 15, 2019.

The specific aim of this project is to create a pathway for courts to authorize pre-trial diversion for individuals with serious mental disorders who have committed certain felony or misdemeanor crimes. The goal of the program is to provide new pathways to dismissal of charges for felony-charged individuals with serious mental illness who are at risk of being found Incompetent to Stand Trial (IST), while reducing and eliminating criminal justice recidivism and supporting the long-term stability, wellness, and safety of justice involved individuals with mental illness.

As required, all individuals served will have a diagnosis of Schizophrenia, Schizoaffective Disorder, or Bipolar Disorder and will not pose an unreasonable risk of danger to public safety if treated in the community. Additionally, a connection will be established for all project clients between each individual’s mental illness and the charged offense. Individuals who meet the program’s psychiatric and criminal justice criteria and are accepted into the program by the court (estimated to be 10 a year) will be provided with extensive supportive services both inside and outside the jail setting; including intensive case management, support from trained peer navigators, and stabilization housing.

The grant is \$2,300,400. Approximately \$495,974 of direct costs will provide support for City and County of San Francisco employees. An additional 1,595,299 of the direct costs will be subcontracted to UCSF Citywide, and Hatchuel, Tabernik & Associates. Indirect costs of \$209,127 were calculated at the rate of 10 percent of total direct costs.



The contract amount will be allocated as follow:

	Year 2019-2020	Year 2020-2021	Year 2021-2022
	09/15/19- 09/14/20	09/15/20- 09/14/21	09/15/21- 09/14/22
SFDPH	\$760,047	\$758,849	\$781,504

Thank you for your assistance in processing this request. Please contact Gregory Wong (415) 554-2547 to request additional information.



London N. Breed
Mayor

Greg Wagner
Chief Financial Officer

TO: Angela Calvillo, Clerk of the Board of Supervisors
FROM: Greg Wagner
Chief Financial Officer
DATE: July 23, 2019
SUBJECT: Grant Accept and Expend
TITLE: Accept and Expend Grant – Pre-Trial Felony Mental Health
Diversion Program - \$2,300,400

Attached please find the original and 1 copy of each of the following:

- Proposed grant resolution, original signed by Department
- Grant information form, including disability checklist -
- Budget and Budget Justification
- Grant application
- Agreement / Award Letter
- Other (Explain):

Special Timeline Requirements:

Departmental representative to receive a copy of the adopted resolution:

Name: Weijie Chen Phone: 554-2527

Interoffice Mail Address: 101 Grove St., Ste. 110

Certified copy required Yes

No

OFFICE OF THE MAYOR
SAN FRANCISCO



LONDON N. BREED
MAYOR

2019 SEP 03 PM 4:23

JK

JK

TO: Angela Calvillo, Clerk of the Board of Supervisors
FROM: Sophia Kittler
RE: Accept and Expend Grant - California Department of State Hospitals - Pre-Trial Felony Mental Health Diversion Program - \$2,300,400
DATE: Tuesday, September 3, 2019

Resolution authorizing the Department of Public Health to accept and expend a grant in the total amount of \$2,300,400 from the California Department of State Hospitals to participate in a program entitled, "Pre-Trial Felony Mental Health Diversion", for the three-year budget period of September 15, 2019, through September 14, 2022.

Should you have any questions, please contact Sophia Kittler at 415-554-6153.

**FORM SFEC-126:
NOTIFICATION OF CONTRACT APPROVAL**
(S.F. Campaign and Governmental Conduct Code § 1.126)

City Elective Officer Information <i>(Please print clearly.)</i>	
Name of City elective officer(s): Members, Board of Supervisors	City elective office(s) held: Members, Board of Supervisors
Contractor Information <i>(Please print clearly.)</i>	
Name of contractor: University of California San Francisco, Citywide	
<i>Please list the names of (1) members of the contractor's board of directors; (2) the contractor's chief executive officer, chief financial officer and chief operating officer; (3) any person who has an ownership of 20 percent or more in the contractor; (4) any subcontractor listed in the bid or contract; and (5) any political committee sponsored or controlled by the contractor. Use additional pages as necessary.</i>	
1. N/A 2. Fumi Mitsuishi, MD, MS, Division Director Constance Revore, MSSW, MBA, Division Administrator Carrie Cunningham, MD, MPH, Division Medical Director 3. N/A 4. N/A 5. N/A	
Contractor address: 982 Mission, St, San Francisco, CA 94103	
Date that contract was approved:	Amount of contract: \$434,625 (Year 1); \$425,669 (Year 2); and \$437,926 (Year 3)
Describe the nature of the contract that was approved: The contract would provide comprehensive client assessment and produce a modified Treatment Plan to address full range of client stabilization.	
Comments:	

This contract was approved by (check applicable):

the City elective officer(s) identified on this form (Mayor, London N. Breed)

a board on which the City elective officer(s) serves San Francisco Board of Supervisors

Print Name of Board

the board of a state agency (Health Authority, Housing Authority Commission, Industrial Development Authority Board, Parking Authority, Redevelopment Agency Commission, Relocation Appeals Board, Treasure Island Development Authority) on which an appointee of the City elective officer(s) identified on this form sits

Print Name of Board

Filer Information <i>(Please print clearly.)</i>	
Name of filer: Angela Calvillo, Clerk of the Board	Contact telephone number: (415) 554-5184
Address: City Hall, Room 244, 1 Dr. Carlton B. Goodlett Pl., San Francisco, CA 94102	E-mail: Board.of.Supervisors@sfgov.org

Signature of City Elective Officer (if submitted by City elective officer)

Date Signed

Signature of Board Secretary or Clerk (if submitted by Board Secretary or Clerk)

Date Signed

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Name of City elective officer(s): Members, Board of Supervisors	City elective office(s) held: Members, Board of Supervisors

Contractor Information <i>(Please print clearly.)</i>	
Name of contractor: Hatchuel, Tabernik & Associates	
Please list the names of (1) members of the contractor's board of directors; (2) the contractor's chief executive officer, chief financial officer and chief operating officer; (3) any person who has an ownership of 20 percent or more in the contractor; (4) any subcontractor listed in the bid or contract; and (5) any political committee sponsored or controlled by the contractor. Use additional pages as necessary.	
1) N/A 2) Tim Tabernik, President and Chief Executive Officer; Chandreve Clay, Chief Operating Officer and Associate; Russ Lobar, Chief Financial Officer 3) N/A 4) N/A 5) N/A	
Contractor address: 2560 9th St., Suite 211, Berkeley, CA 94710	
Date that contract was approved:	Amount of contract: \$45,000 (Year 1); \$45,000 (Year 2); and \$45,000 (Year 3)
Describe the nature of the contract that was approved: HTA will serve as the local evaluation partner for the Pre-Trial Felony Mental Health project and will be responsible for data collection, analysis, and evaluation functions.	
Comments:	

This contract was approved by (check applicable):

- the City elective officer(s) identified on this form (Mayor, London N. Breed)
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