

## AGREEMENT FOR PROFESSIONAL SERVICES

This Agreement (“the Agreement”) is made and entered into as of February 2024, between The Board of Trustees of the Leland Stanford Junior University (“Stanford”), an institution of higher education and trust having corporate powers under the laws of the State of California, and the County of San Mateo (“the County”). The work will be conducted by the John W. Gardner Center for Youth and Their Communities (“the Program”) of the Stanford University Graduate School of Education.

The services will be performed between September 20, 2023 and December 31, 2026.

The parties agree as follows:

**1. Services to be Performed:**

The County hereby engages the Program to render the services described in the Scope of Work (“SOW”) attached in **Exhibit A**, incorporated herein by reference.

**2. Price and Payment:**

The County will pay the Program a total of Five Hundred and Eighty-Four Thousand Nine Hundred and Fifty-One Dollars (\$584,951) in full consideration of the services described in Exhibit A. This amount is inclusive of all services provided by the Program and all expenses incurred by the Program in connection with the SOW. Payments will be made quarterly based on invoiced amount.

The County should send checks made payable to “Stanford University” to the following address:

Stanford University  
John W. Gardner Center Attn: Melissa Jimenez  
520 Galvez Mall (CERAS)  
Stanford, CA 94305

If payment is made via Automated Clearing House (ACH) please request a CCD+ or CTX format as this allows for much more remittance advice to be included.

**DOMESTIC ACH WIRING INSTRUCTIONS:**

Individual Name: Stanford University – (John W. Gardner Center, Attn: Melissa Jimenez)  
Bank Name: Wells Fargo Bank San Francisco Main Office 420 Montgomery Street San Francisco, CA 94104 USAABA  
Routing number: 121-000248  
Account number: 4001-047349

**3. Work Product Ownership (Intellectual Property):**

Any copyrightable works, ideas, discoveries, inventions, patents, products, or other information (collectively the “Work Product”) developed in whole or in part by the Program in connection with the Services will be the exclusive property of Stanford University. Upon request, the County will execute, within a reasonable period of time, all documents necessary to confirm the exclusive ownership of Stanford to the Work Product. Notwithstanding the foregoing, the County and the cities referenced in Exhibit A to this Agreement shall have a perpetual and

irrevocable license to use the Work Product in connection with the development, implementation, and refinement of the co-response program described in Exhibit A.

**4. Insurance:**

Stanford University, at its sole cost and expense, shall maintain during the entire term of the Agreement, the following insurance coverages.

- a) Commercial General Liability with limits of \$1,000,000 per occurrence;
- b) Commercial Automobile Liability with limits of \$1,000,000 Combined Single Limit per accident, including coverage for Owned, Non-owned and Hired Vehicles, and;
- c) Statutory Worker's Compensation, and Employer's Liability with limits of \$1,000,000 each accident or disease.

The Program shall provide the County with appropriate certificate(s) of insurance upon request.

Notwithstanding the foregoing, Stanford shall have the right to self-insure any, all or part of the exposures identified in this section.

**5. Indemnification:**

Stanford agrees to indemnify and hold harmless the County, its officers, employees and agents from all claims, liabilities and losses to the extent such claims are based on acts or omissions of Stanford, its officers, employees and agents in the performance of this Service Agreement, except to the extent based on the negligence of the County, its officers, employees and agents.

The County agrees to provide Stanford with prompt notice of any such claim or action and to permit Stanford exclusive control of the defense and settlement of any claim or action, and that the County will cooperate fully in such defense.

**6. Confidentiality:**

Stanford will use its best efforts to keep confidential any information provided by the County and marked "Confidential Information," or any oral information conveyed to the Program by the County and followed by a written communication within thirty (30) days that the information is Confidential Information.

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**7. Warranty:**

The Program shall provide its services and meet its obligations under this Agreement in a timely and workmanlike manner, using knowledge and recommendations for performing the services which meet generally acceptable standards in the County's community and region, and will provide a standard of care equal to, or superior to, care used by service providers similar to the Program on similar projects.

**8. Default:**

The occurrence of any of the following shall constitute a material default under this Agreement:  
a. The failure to make a required payment when due.

- b. The insolvency or bankruptcy of either party.
- c. The subjection of any of either party's property to any levy, seizure, general assignment for the benefit of creditors, application or sale for or by any creditor of government agency.
- d. The failure to make available or deliver the Services in the time and manner provided for in this Agreement.

**9. Remedies and Termination:**

In addition to any and all other rights a party may have available according to law, if a party defaults by failing to substantially perform any provision, term or condition of this Agreement (including without limitation the failure to make a monetary payment when due), the other party may terminate the Agreement by providing written notice to the defaulting party. This notice shall describe with sufficient detail the nature of the default. The party receiving such notice shall have 60 days from the effective date of such notice to cure the default(s). Unless waived in writing by a party providing notice, the failure to cure the default(s) within such time period shall result in the automatic termination of the Agreement.

**10. Force Majeure:**

If performance of this Agreement or any obligation under this Agreement is prevented, restricted, or interfered with by causes beyond either party's reasonable control ("Force Majeure"), and if the party unable to carry out its obligations gives the other party prompt written notice of such event, then the obligation of the party invoking this provision shall be suspended to the extent necessary by such event. The term Force Majeure shall include without limitation, natural disasters, fire, explosion, vandalism, storm or other similar occurrences, orders or acts of military or civil authority, or by national emergencies, insurrections, riots, or wars, or strikes, lock-outs, work stoppages and pandemics. The excused party shall use reasonable efforts under the circumstances to avoid or remove such causes of non-performance and shall proceed to perform with reasonable dispatch whenever such causes are removed or ceased. An act or omission shall be deemed with the reasonable control of a party if committed, omitted, or caused by such party, or its employees, officers, agents, or affiliates.

**11. Mediation/Judicial Reference:**

If a dispute arises out of or relates to this Agreement or the performance of the Services set forth in this Agreement and if said dispute cannot be settled through direct discussions, the parties agree to first endeavor to settle the dispute in an amicable manner by mediation and, if that fails, to have the matter decided by Judicial Reference pursuant to the provisions of the California Code of Civil Procedure, Sections 638-645.1. The mediation and judicial reference shall be conducted by a mutually agreed-upon mediator/judicial referee. If the parties cannot agree upon a mediator/judicial referee, the parties will ask the Superior Court to appoint a neutral mediator/ judicial referee.

**12. Entire Agreement:**

This Agreement contains the entire agreement of the parties, and there are no other promises or conditions in any other agreement whether oral or written concerning the subject matter of this Agreement. This Agreement supersedes any prior written or oral agreement between parties.

**13. Amendment:**

This Agreement may be modified or amended in writing by mutual agreement between the parties, if the writing is signed by the party obligated under the amendment.

**14. Governing Law:**

This Agreement shall be construed in accordance with the laws of the State of California and any disputes regarding the Agreement shall be venued in the California Superior Court for the County of San Mateo.

**15. Notice:**

Any notice or communication required or permitted under this Agreement shall be sufficiently given if delivered in person or by certified mail, return receipt requested, to the address set forth in Section 2 or to such other address as one party may have furnishes to the other in writing.

**16. Limit of Liability:**

Each party’s liability under this Agreement is limited to the amount in Section 4. No party is liable under this Agreement for indirect damages, including consequential, incidental, specific damages, or lost profits.

In witness whereof, the parties hereto have caused this Agreement to be executed by their duly authorized representatives.

The parties hereto have executed this Agreement effective September 20, 2023.


**COUNTY OF SAN MATEO**

**STANFORD UNIVERSITY**

[Signature]

[Signature]

BY: \_\_\_\_\_

BY:   
Geoffrey Cox (Mar 5, 2024 14:54 PST)

TITLE: \_\_\_\_\_

TITLE: Sr. Assoc. Dean

DATE: \_\_\_\_\_

DATE: Mar 5, 2024

**Exhibit A: Scope of Work**

**Evaluation of Community Wellness and Crisis Intervention Team Program in San Mateo County: Expansion Phase Scope of Work**

This scope of work document describes the Expansion Period of the Community Wellness and Crisis Response Team (CWCRT) program in San Mateo County. CWCRT program includes two project periods: The “Pilot Period” (November 2020 – June 2024) and the “Expansion Period” (September 2023 – July 2026). The Expansion Period consists of three months of clinician recruitment and project planning (September 2023 – December 2023) and two and a half years of implementation (January 2024<sup>1</sup> – July 2026). This proposed work will include the participating Expansion Period municipalities discussed below, the County Behavioral Health and Recover Services, Star Vista, and the County Executive’s Office.

As San Mateo County seeks to expand the CWCRT program, the John W. Gardner Center for Youth and Their Communities at Stanford University (Gardner Center) proposes a scope of work to provide evaluation for an expansion of the program (i.e., the “Expansion Period”) from September 2023 through December 2026.<sup>2</sup> Below is a timeline of all planning, implementation, evaluation, and reporting activities for the Pilot and Expansion periods:

11/2020 - 8/2023	9/2023 - 12/2023	1/2024 - 3/2024	4/2024 - 7/2024	8/2024 - 7/2026	8/2026 - 12/2026
Pilot Program Planning and Implementation					
Pilot Evaluation Planning, Data Collection, & Interim Reporting		Pilot Evaluation Final Reporting			
	Expansion Program Planning	Expansion Program Implementation			
	Expansion Evaluation Planning	Expansion Evaluation Data Collection & Interim Reporting			Expansion Evaluation Final Reporting

The design we describe below focuses exclusively on the Expansion Period of CWCRT. The municipalities included in the Expansion Period to adopt co-responder teams are East Palo Alto, Menlo Park, San Bruno, Pacifica, North Fair Oaks/Millbrae (which are both under the county Sheriff’s office purview), and Foster City/San Mateo (who will be sharing an additional clinician). These municipalities have separate funding streams. Specifically, three cities (i.e., East Palo Alto, Menlo Park, and San Bruno) will be funded through a grant to San Mateo County from the state of California, under the Edward Byrne Memorial Justice Assistance Grant (JAG). An additional set of municipalities (i.e., San Mateo/Foster City, Millbrae/North Fair Oaks, and Pacifica) will be funded between the county participating municipalities. Due to additional reporting requirements associated with the JAG grant, there may be additional expectations for evaluation reporting than the other participating municipalities.

<sup>1</sup> Several municipalities may begin implementing the program earlier than January 2024.

<sup>2</sup> All Expansion Period funding for implementation activities will end in July 2026; however, certain funds from the state for program evaluation will be available through December 2026.

## **ENGAGEMENT**

The Gardner Center will evaluate the Expansion Period of the CWCRT program linking police officers with mental health clinicians. We offer three components for this engagement throughout the project's Expansion Period:

1. Align research design to CWCRT program's strategy, planning, and design refinement processes.
2. Assess implementation of the co-response model in practice, defining and describing key elements and strategies to inform program improvement and potential replication in the new cities and locations of Expansion Phase.
3. Conduct a quantitative outcomes study to document program participation and associated changes resulting from the Expansion Period program implementation.

Drawing from work done during the Pilot Period, the partnership has developed a working theory of change, which is a logic model that makes explicit the assumptions embedded within the program design regarding the relationship between program elements and program outcomes. Additionally, the partnership has agreed on metrics for assessing progress and collection and analysis of appropriate measures serving as key program indicators. Specifically, our study of the Expansion Period will be designed to investigate two overarching questions:

1. How is the CWCRT program implemented and used? Specifically:
  - a. How do the individuals involved in program implementation (e.g., those designing and leading the work as well as those in the field) experience the co-response model?
  - b. What factors appear to facilitate and/or complicate implementation of the CWCRT program?
2. What outcomes (e.g., incident and arrest rates, officer time-on-scene, 5150 referral rates) are associated with or attributed to the CWCRT program?

## **STUDY DESIGN**

We divide study of the Expansion Period into four phases, each of which we describe below.

### **Expansion Phase 1: Briefings, DUAs, and IRB for New Participating Municipalities**

This preliminary phase of the Expansion Period allows Gardner Center staff time to establish relationships, data agreements, and Institutional Review Board protocols that include municipalities that were not a part of the Pilot Period phases. Specifically, the planning process will include:

- Revising Institutional Review Board Protocols to obtain approval from Stanford University for data collection in Expansion Cities
- Establishing updated DUAs and MOUs with participating municipalities extending data collection in existing cities and the county, as well as first-time DUA and MOUs for all Expansion Municipalities
- Collecting and verifying preliminary administrative data from police agencies
- Gardner Center/ SMC co-developing research questions

### **Expansion Phase 2: Start-Up of Implementation in Expansion Cities**

In this phase of the Expansion Period work, researchers will examine program implementation relative to its theory of change. That is, researchers will analyze the implementation of the program in practice, describing key elements and strategies and identifying key factors that are observed to help and hinder program implementation. Qualitative data will come from a variety of sources which may include interviews, and focus groups conducted by Gardner Center staff with key stakeholders including program

liaisons, police officers, and mental health clinicians, and may also include direct observation of program activities. These data sources will help researchers understand program practices, including implementation of service delivery, and coordination and communication between partners. This research will inform both continuous improvement of the partnership initiative and provide essential context for interpreting summative findings.

Expansion Phase Two Deliverables:

- Research memos providing periodic updates on interim findings regarding program implementation with a focus on actionable findings for continuous program improvement.
- Updated theory of change describing the goals, strategies, outcomes, and qualitative and quantitative indicators of progress that define the Expansion Period partnership.
- Set of indicators and plan for measuring these indicators tied closely to the theory of change.

### **Expansion Phase 3: Conduct a quantitative outcomes study to document program participation and associated changes resulting from implementation**

Quantitative data will come from data collected by the participating police agencies, San Mateo County, and potentially other nonparticipating police agencies and municipalities in the county as comparison cases. The Gardner Center team will analyze available incident- and case-level administrative data to evaluate trends relative to the expected outcomes. Additionally, Gardner Center researchers will identify appropriate measures of effectiveness that are embedded in the data systems and driven by the outcomes described in the theory of change. Data will come from police agency and county administrative records stored in secure databases such as RIMS (Records Integrated Management Systems). These administrative data will provide researchers with information on co-response incidents, such as types of incidents, offenses, arrests, and emergency detentions occurring in each participating city or municipality, as well as dispositions, special circumstances, and demographic information and de-identified indicators of participants. These administrative records will be collected from incidents dating back to January 2019 and will continue through the end of the Expansion Period implementation, with an estimated data collection end date of June 31, 2026.

Expansion Phase Three Deliverables:

- Research memos providing periodic updates on interim findings regarding program outcomes.
- Interim briefings with accompanying memos on the study's progress (i.e., Summer 2024, Summer 2025, and Summer 2026).

### **Expansion Phase 4: Analysis, Reporting and Dissemination**

The fourth phase of our Expansion Period engagement will focus on integrating both implementation and outcomes data sets to produce a set of briefings and reports. Although analysis will occur to some extent during phases 2 and 3, the final phase will enable a deeper dive into the data to look for answers and address our research questions.

Expansion Phase Four Deliverables:

- A final report documenting our findings regarding the relationship between program participation and outcomes for participants (Winter 2026)
- Presentation of final report findings to key stakeholders with a focus on actionable findings
- Additional reporting requirements to be determined through the JAG grant.

## **ONGOING COMMUNICATIONS**

Over the course of the project, our team will continue to work closely with the key leaders of the partnership, facilitating dialogue about the theory and associated development. To this end, Gardner



Center researchers will participate in regular phone meetings, supplemented as needed by in-person sessions. In addition, ongoing communication will be facilitated by our continuing regular cadence of meetings (e.g., advisory and working group meetings) and ad-hoc meetings with partners when needed.

### **TIMELINE**

The table below outlines major activities of the Expansion Period with time estimates, including initial planning and study development. Some activities run concurrently. Major activities with time estimates are in the chart below.

<b>Months of Effort</b>	<b>Tasks &amp; Deliverables</b>
Expansion Period – Phase 1 Sep. 2023 – Dec. 2023	<ul style="list-style-type: none"> <li>• Revise Intuitional Review Board protocols</li> <li>• Collect signed DUAs and MOUs for all municipalities</li> </ul>
Expansion Period – Phase 2 & 3 Jan. 2024 – Dec. 2024	<ul style="list-style-type: none"> <li>• Revisit existing Theory of Change</li> <li>• Collect and process preliminary administrative data from Expansion Cities</li> <li>• Draft and share progress report on initial Expansion Period activities (Dec. 2024)</li> </ul>
Expansion Period – Phase 2 & 3 Jan. 2025 – Jul. 2026	<ul style="list-style-type: none"> <li>• Continue Data Collection &amp; Analysis (i.e., three rounds of administrative data collection, ongoing qualitative data collection)</li> <li>• Continue collaborative project development and planning</li> <li>• Draft and share interim briefings (Summer 2024, Summer 2025, Summer 2026)</li> </ul>
Expansion Period – Phase 4 Aug. 2026 – Dec. 2026	<ul style="list-style-type: none"> <li>• Write and present Final Report (Winter 2026)</li> </ul>

### **ABOUT THE GARDNER CENTER**

The John W. Gardner Center for Youth and their Communities at Stanford University partners with those working with and on behalf of youth, families, and communities to create knowledge and inform changes in policy and practice that promote positive and equitable outcomes. Our team conducts rigorous, actionable, and capacity-building research and evaluation with partners seek to advance the conditions that support positive and equitable community outcomes. Our project leaders and researchers have extensive experience working with a diverse group of individuals and organizations and bring to the table a wide range of disciplinary and methodological expertise in community-based research.

**EXPANSION PERIOD BUDGET**

**john w. gardner**  
**center** for youth and their communities

Sponsor / Prime Sponsor	San Mateo County
Period of Performance	September 1, 2023 – December 31, 2026
Project Title / SPO#	Community Wellness and Crisis Response Team Initiative (Expansion Period)
Project Budget	\$584,951

PI: Thomas Dee		\$ 190,932		\$ 199,718		\$ 175,420		\$ 18,880		\$ 584,951	
Expense Items	Fringe	FTE (Y1)	Year 1 9/1/23-8/31/24	FTE (Y2)	Year 2 9/1/24-8/31/25	FTE (Y3)	Year 3 9/1/25-6/30/26	FTE (Y3)	Year 3 Cont. 7/1/26-12/31/26	Total	
<b>Salary (Faculty/Staff)</b>											
Faculty		1%		1%		1%		1%			
Executive Director		10%		10%		10%		1%			
Deputy Director		20%		20%		20%		0%			
Research Associate		20%		20%		20%		10%			
Data Manager		20%		20%		20%		0%			
Research Associate or Policy Analyst		20%		20%		20%		0%			
Communications Associate		5%		5%		5%		5%			
<b>Total Salaries</b>			\$ 129,688		\$ 135,848		\$ 118,811		\$ 13,238		\$ 384,348
<b>Benefits</b>	31.20%		\$ 40,463		\$ 42,385		\$ 37,069		\$ 4,130		\$ 119,917
<b>Total (Salaries+Fringe)</b>			\$ 170,151		\$ 178,233		\$ 155,880		\$ 17,369		\$ 504,264
<b>Other direct costs</b>											
Transcriptions			\$ 5,000		\$ 5,000		\$ 5,000		\$ -		\$ 15,000
Travel			\$ 500		\$ 500		\$ 500		\$ -		\$ 1,500
<b>Total</b>			\$ 5,500		\$ 5,500		\$ 5,500		\$ -		\$ 16,500
<b>Total Direct Costs</b>			\$ 175,651		\$ 183,733		\$ 161,380		\$ 17,369		\$ 538,133
<b>IDC (MTDC)</b>	8.7%		\$ 15,282		\$ 15,985		\$ 14,040		\$ 1,511		\$ 46,818
<b>TOTAL</b>			\$ 190,932		\$ 199,718		\$ 175,420		\$ 18,880		\$ 584,951