

**AMENDMENT TO AGREEMENT
BETWEEN THE COUNTY OF SAN MATEO AND PRINS WILLIAMS ANALYTICS,
LLC**

THIS AMENDMENT TO THE AGREEMENT, entered into this ____ day of _____, 20____, by and between the COUNTY OF SAN MATEO, hereinafter called "County," and PRINS WILLIAMS ANALYTICS, LLC hereinafter called "Contractor";

W I T N E S S E T H:

WHEREAS, pursuant to Government Code, Section 31000, County may contract with independent contractors for the furnishing of such services to or for County or any Department thereof;

WHEREAS, the parties entered into an Agreement ("Original Agreement") for professional services on June 5, 2012 for a maximum obligation of \$269,533; and

WHEREAS, it is now necessary and the mutual desire and intent of the parties hereto to amend the Agreement to increase the maximum obligation by \$134,766 to a new maximum of \$404,299 and extend the term of the Agreement to December 31, 2013.

WHEREAS, the parties wish to Amend and clarify that Original Agreement.

NOW, THEREFORE, IT IS HEREBY AGREED BY THE PARTIES HERETO AS FOLLOWS:

1. Paragraph 3. Payments is hereby deleted and replaced with the Paragraph 3. Payments below:

In consideration of the services provided by Contractor in accordance with all terms, conditions and specifications set forth herein and in Exhibit "A," County shall make payment to Contractor based on the rates and in the manner specified in Exhibit "B." The County reserves the right to withhold payment if the County determines that the quantity or quality of the work performed is unacceptable. In no event shall the County's total fiscal obligation under this Agreement exceed FOUR HUNDRED FOUR THOUSAND TWO HUNDRED NINETY-NINE DOLLARS (\$404,299).

2. Paragraph 4. Term and Termination is hereby deleted and replaced with the Paragraph 4. Term and Termination below:

Subject to compliance with all terms and conditions, the term of this Agreement shall be from July 1, 2012 through December 31, 2013.

This Agreement may be terminated by Contractor, the Chief of the Health System or his/her designee at any time without a requirement of good cause upon thirty (30) days' written notice to the other party.

In the event of termination, all finished or unfinished documents, data, studies, maps, photographs, reports, and materials (hereafter referred to as materials) prepared by Contractor under this Agreement shall become the property of the County and shall be promptly delivered to the County. Upon termination, the Contractor may make and retain a copy of such materials. Subject to availability of funding, Contractor shall be entitled to receive payment for work/services provided prior to termination of the Agreement. Such payment shall be that portion of the full payment which is determined by comparing the work/services completed to the work/services required by the Agreement.

2. Exhibit A is hereby deleted and replaced with the Exhibit A1 attached hereto.
3. Exhibit B is hereby deleted and replaced with the Exhibit B1 attached hereto.
4. All other terms and conditions of the Original Agreement between the County and Contractor shall remain in full force and effect.

Signature page to follow.

IN WITNESS WHEREOF, the parties hereto, by their duly authorized representatives, have affixed their hands.

COUNTY OF SAN MATEO

By: _____
President, Board of Supervisors
San Mateo County

Date: _____

ATTEST:

By: _____
Clerk of Said Board

PRINS WILLIAMS ANALYTICS, LLC

David Williams MEMBER/MANAGER

Contractor's Signature

Date: *6/15/13*

**EXHIBIT A1 - SERVICES
PRINS, WILLIAMS AND ASSOCIATES, LLC
2012 - 2013**

In consideration of the payments set forth in Exhibit "B1", Contractor shall provide the following services:

- I. Contractor shall provide research and evaluation services for the Behavioral Health and Recovery Services Division (BHRS). These services will focus on outcomes and evaluation for the adult and youth systems of care and data analysis for the Division. Specific duties will include, but not be limited to the following services. Services are subject to prioritization by County and Contractor. Other services may take the place of services described herein as deemed necessary by the County.

A. Services

1. Manage State-Mandated Client Outcomes Program and Data: Contractor shall coordinate county's state-mandated outcome efforts and report these data to DMH within state timelines and reporting format. Costs associated with materials required for form production and distribution shall be borne by the County (e.g., TELEform®, paper supplies).
2. Conduct requested data analyses for various projects, such as cultural competence update, Outcome Based Management, client outcomes (including satisfaction), Health Plan of San Mateo (HPSM) shared client analysis, Full Service Partnership (FSP) clients, and others as requested.
3. Collaborate with BHRS contract staff to develop measurable and defined (operationalized) objectives for contracts.
4. Maintain Microsoft Access-based reporting database including BASIC coding, as necessary.
5. Provide EBP implementation and evaluation consultation, as needed and as prioritized.
6. Provide ad hoc analyses as requested.
7. Provide BHRS consultation regarding performance measurement.

8. Provide consultation with respect to Microsoft Access and TELEform® consultation and development, including BASIC scripting, as necessary.
9. Provide additional statistical analyses and reports as necessary.
10. Consult in the development of data collection procedures/ approaches for ongoing and future projects.
11. Provide representation on the following standing committees on mutually agreed dates:
 - a. E-Clinical care meetings, and
 - b. Reporting meetings.
12. Provide research design and evaluation consultation services for Second Chance Grant (Achieve 180 program).
13. Develop a Microsoft Access® database for storing and reporting required Bureau of Justice Assistance (BJA) Performance Measurement Tool (PMT) data elements. Where possible, this database may provide for the importation of criminal justice data elements exported from the Sheriff's Criminal Justice Information System (CJIS) and provided by the County.
14. Provide other services as assigned and prioritized.

B. Specific Products

Unless specified otherwise, all products are to be delivered by mutually agreed dates, and are subject to the hourly constraints of the contract.

The County is responsible for all software and other costs to produce products. Products will include, but not be limited to, the following.

1. Provide yearly analysis of utilization data (i.e. Databook).
2. Provide required client outcomes data to State Department of Mental Health within state timelines and reporting format.
3. Maintain an updated Access-based reporting database mirroring the VAX database with the various components completed by mutually agreed upon dates.

4. Complete and implement cultural competence update reporting database to mutually agreed specifications by mutually agreed upon date.
5. Develop measurable and defined (operationalized) objectives for contracts by mutually agreed upon dates.
6. Provide data on agencies contract objectives by mutually agreed upon dates.
7. Provide HPSM shared client analysis by mutually agreed upon date.
8. Provide data on adult and youth Outcome-Based Management (OBM) objectives within County timelines.
9. Submit County-mandated satisfaction reports by announced deadlines.
10. Provide results of ad hoc analyses and reports by mutually agreed upon dates.
11. Provide results of outreach data collection by mutually agreed upon date.
12. Obtain State data for San Mateo County Full Service Partnership enrollees and produce summary information by mutually agreed upon dates.
13. Provide additional products as prioritized by mutually agreed upon dates.
14. Develop additional ad hoc reports as needed by mutually agreed dates.

C. Staffing

Contractor shall provide services up to an average of seventy-four (74) hours per week (equivalent to approximately 1.84 FTE). Staff shall include one (1) Principal Researcher staffed at approximately .75 FTE, one (1) Research Associate staffed at approximately .19 FTE, and one (1) Research Assistant staffed at approximately .90 FTE.

D. Prioritization of Services and Products

1. Contractor and BHRS Director or designee or assigned clinical managers, will meet on a monthly basis to review and prioritize research and evaluation services and projects. All products and services are subject to mutually agreed upon prioritization by County and Contractor. Contractor and County acknowledge that project and product priorities may change based on identified needs and requirements, and project reprioritization may cause previously agreed upon project due dates to be changed or for projects identified herein to be discontinued. Other services not specifically described herein may take priority over services described herein as deemed necessary by the County.
2. Contractor will keep log of mutually agreed product due dates and completion dates.

II. Goal and Objective

Goal: To provide timely research and evaluation services to Mental Health Services - BHRS.

Objective: 100% percent of specific products will be produced in time frame mutually agreed upon by County and Contractor.

**EXHIBIT B1 – PAYMENTS AND RATES
PRINS, WILLIAMS AND ASSOCIATES, LLC
2012 - 2013**

In consideration of the services provided by Contractor in Exhibit "A", and subject to the provisions of Paragraph 3. ("Payments") of this Agreement, County shall pay Contractor in the manner described below, except that any and all payments shall be subject to the conditions contained in this Agreement.

I. Payments

- A. County shall pay Contractor for services as described in Exhibit A at the rate of NINETY-NINE DOLLARS AND SEVENTEEN CENTS (\$99.17) per hour for a Principal Researcher, SIXTY DOLLARS AND SEVENTY SEVEN CENTS (\$60.77) per hour for a Research Associate, and FORTY-SIX DOLLARS AND SIXTY TWO CENTS (\$46.62) per hour for a Research Assistant.
- B. In any event, the maximum amount County shall pay or be obligated to pay for services rendered under this Agreement shall not exceed FOUR HUNDRED FOUR THOUSAND TWO HUNDRED NINETY-NINE DOLLARS (\$404,299) for the term of this Agreement.
- C. With the exception of those items noted in Paragraph I.A.I. of Exhibit A, and the provision by the County of HIPAA training to employees hired by the Contractor and who provide services under this Agreement, Contractor is expected to be responsible for all other expenses incurred during the performance of services rendered under this Agreement.
- D. Payment by County to Contractor shall be monthly. Contractor shall submit an invoice to County on or before the tenth (10th) working day of each month for services provided the prior month. The invoice shall include the number of hours worked and the hourly rate of pay per staff position. Payment shall be made no later than the tenth (10th) calendar day following receipt of invoice.
- E. Invoice Certification and Program Integrity

Anytime Contractor submits a invoice to the County for reimbursement for services provided under Exhibit A of this Agreement, Contractor shall certify by signature that the invoice is true and accurate by stating the invoice is submitted under the penalty of perjury under the laws of the State of California.

The invoice must include the following language and signature line at the bottom of the form(s) and/or cover letter used to report the invoice:

"Under the penalty of perjury under the laws of the State of California, I hereby certify that this invoice for services complies with all terms and conditions referenced in the Agreement with San Mateo County.

Executed at _____ California, on _____, 20__

Signed _____ Title _____

Agency _____"

- F. Each payment to Contractor shall be conditioned on the performance of the services described in Exhibit A1 of this Agreement to the full satisfaction of the Chief of the Health System or designee. County shall have the right to withhold payment if county determines that the quantity or quality of the work performed is unacceptable.
- G. If County or Contractor finds that performance is inadequate, at the County's discretion, a meeting may be called to discuss the causes for the performance problem, and this Agreement may be renegotiated, allowed to continue to end of term, or terminated pursuant to Paragraph 4 of this Agreement. Any unspent monies due to performance failure may reduce the following year's agreement, if any.
- H. In the event this Agreement is terminated prior to December 31, 2013, the Contractor shall be paid for services already provided pursuant to this Agreement.
- I. The Chief of the Health System or designee is authorized to execute contract amendments which modify the County's maximum fiscal obligation by no more than \$25,000 (in aggregate), and/or modify the contract term and/or services so long as the modified term or services is/are within the current or revised fiscal provisions.
- J. County anticipates revenues from various sources to be used to fund services provided by Contractor through this Agreement. Should actual revenues be less than the amounts anticipated for any period of this Agreement, the maximum payment obligation and/or payment obligations for specific services may be reduced at the discretion of the Chief of the Health System or designee.

K. SAMSHA Grant

The Contractor and County acknowledge and agree that at least part of the funding for this Agreement is from SAMSHA grant funding, and as such, Contractor shall sign and submit, and shall comply with the following Certifications which are hereby included as part of this agreement by reference herein:

1. Certification Regarding Lobbying and Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions (Attachment 2)
2. Certification Regarding Environmental Tobacco Smoke (Attachment 3)

Attachment H
Health Insurance Portability and Accountability Act (HIPAA)
Business Associate Requirements

Definitions

Terms used, but not otherwise defined, in this Schedule shall have the same meaning as those terms are defined in 45 Code of Federal Regulations section 160.103 164.304 and 164.501. (All regulatory references in this Schedule are to Title 45 of the Code of Federal Regulations unless otherwise specified.)

- a. *Designated Record Set.* "Designated Record Set" shall have the same meaning as the term "designated record set" in Section 164.501.
- b. *Electronic Protected Health Information.* "Electronic Protected Health Information" ("EPHI") means individually identifiable health information that is transmitted or maintained in electronic media, limited to the information created, received, maintained or transmitted by Business Associate from or on behalf of Covered Entity.
- c. *Individual.* "Individual" shall have the same meaning as the term "individual" in Section 164.501 and shall include a person who qualifies as a personal representative in accordance with Section 164.502(g).
- d. *Privacy Rule.* "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 Code of Federal Regulations Part 160 and Part 164, Subparts A and E.
- e. *Protected Health Information.* "Protected Health Information" shall have the same meaning as the term "protected health information" in Section 164.501 and is limited to the information created or received by Contractor from or on behalf of County.
- f. *Required By Law.* "Required by law" shall have the same meaning as the term "required by law" in Section 164.501.
- g. *Secretary.* "Secretary" shall mean the Secretary of the United States Department of Health and Human Services or his or her designee.
- h. *Security Incident.* "Security Incident" shall mean the attempted or successful unauthorized access, use, disclosure, modification, or destruction of information or interference with systems operations in an information system, but does not include minor incidents that occur on a daily basis, such as scans, "pings", or unsuccessful random attempts to penetrate computer networks or servers maintained by Business Associate
- i. *Security Rule.* "Security Rule" shall mean the Standards for the Protection of Electronic Protected Health Information at 45 CFR Part 160 and Part 164, Subparts A and C.

Obligations and Activities of Contractor

- a. Contractor agrees to not use or further disclose Protected Health Information other than as permitted or required by the Agreement or as required by law.
- b. Contractor agrees to use appropriate safeguards to prevent the use or disclosure of the Protected Health Information other than as provided for by this Agreement.
- c. Contractor agrees to mitigate, to the extent practicable, any harmful effect that is known to Contractor of a use or disclosure of Protected Health Information by Contractor in violation of the requirements of this Agreement.
- d. Contractor agrees to report to County any use or disclosure of the Protected Health Information not provided for by this Agreement.
- e. Contractor agrees to ensure that any agent, including a subcontractor, to whom it provides Protected Health Information received from, or created or received by Contractor on behalf of County, agrees to the same restrictions and conditions that apply through this Agreement to Contractor with respect to such information.
- f. If Contractor has protected health information in a designated record set, Contractor agrees to provide access, at the request of County, and in the time and manner designated by County, to Protected Health Information in a Designated Record Set, to County or, as directed by County, to an Individual in order to meet the requirements under Section 164.524.
- g. If Contractor has protected health information in a designated record set, Contractor agrees to make any amendment(s) to Protected Health Information in a Designated Record Set that the County directs or agrees to make pursuant to Section 164.526 at the request of County or an Individual, and in the time and manner designed by County.
- h. Contractor agrees to make internal practices, books, and records relating to the use and disclosure of Protected Health Information received from, or created or received by Contractor on behalf of, County available to the County, or at the request of the County to the Secretary, in a time and manner designated by the County or the Secretary, for purposes of the Secretary determining County's compliance with the Privacy Rule.
- i. Contractor agrees to document such disclosures of Protected Health Information and information related to such disclosures as would be required for County to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with Section 164.528.
- j. Contractor agrees to provide to County or an Individual in the time and manner designated by County, information collected in accordance with Section (i) of this Schedule, to permit County to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with Section 164.528.

- k. Contractor shall implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of EPHI that Contractor creates, receives, maintains, or transmits on behalf of County.
- l. Contractor shall conform to generally accepted system security principles and the requirements of the final HIPAA rule pertaining to the security of health information.
- m. Contractor shall ensure that any agent to whom it provides EPHI, including a subcontractor, agrees to implement reasonable and appropriate safeguards to protect such EPHI.
- n. Contractor shall report to County any Security Incident within 5 business days of becoming aware of such incident.
- o. Contractor shall make its policies, procedures, and documentation relating to the security and privacy of protected health information, including EPHI, available to the Secretary of the U.S. Department of Health and Human Services and, at County's request, to the County for purposes of the Secretary determining County's compliance with the HIPAA privacy and security regulations.

Permitted Uses and Disclosures by Contractor

Except as otherwise limited in this Schedule, Contractor may use or disclose Protected Health Information to perform functions, activities, or services for, or on behalf of, County as specified in the Agreement; provided that such use or disclosure would not violate the Privacy Rule if done by County.

Obligations of County

- a. County shall provide Contractor with the notice of privacy practices that County produces in accordance with Section 164.520, as well as any changes to such notice.
- b. County shall provide Contractor with any changes in, or revocation of, permission by Individual to use or disclose Protected Health Information, if such changes affect Contractor's permitted or required uses and disclosures.
- c. County shall notify Contractor of any restriction to the use or disclosure of Protected Health Information that County has agreed to in accordance with Section 164.522.

Permissible Requests by County

County shall not request Contractor to use or disclose Protected Health Information in any manner that would not be permissible under the Privacy Rule if done by County, unless the Contractor will use or disclose Protected Health Information for, and if the Agreement provides for, data aggregation or management and administrative activities of Contractor.

Duties Upon Termination of Agreement

- a. Upon termination of the Agreement, for any reason, Contractor shall return or destroy all Protected Health Information received from County, or created or received by Contractor on behalf of County. This provision shall apply to Protected Health Information that is in the possession of subcontractors or agents of Contractor. Contractor shall retain no copies of the Protected Health Information.
- b. In the event that Contractor determines that returning or destroying Protected Health Information is infeasible, Contractor shall provide to County notification of the conditions that make return or destruction infeasible. Upon mutual agreement of the Parties that return or destruction of Protected Health Information is infeasible, Contractor shall extend the protections of the Agreement to such Protected Health Information and limit further uses and disclosures of such Protected Health Information to those purposes that make the return or destruction infeasible, for so long as Contractor maintains such Protected Health Information.

Miscellaneous

- a. *Regulatory References.* A reference in this Schedule to a section in the Privacy Rule means the section as in effect or as amended, and for which compliance is required.
- b. *Amendment.* The Parties agree to take such action as is necessary to amend this Schedule from time to time as is necessary for County to comply with the requirements of the Privacy Rule and the Health Insurance Portability and Accountability Act, Public Law 104-191.
- c. *Survival.* The respective rights and obligations of Contractor under this Schedule shall survive the termination of the Agreement.
- d. *Interpretation.* Any ambiguity in this Schedule shall be resolved in favor of a meaning that permits County to comply with the Privacy Rule.
- e. *Reservation of Right to Monitor Activities.* County reserves the right to monitor the security policies and procedures of Contractor

ATTACHMENT I

Assurance of Compliance with Section 504 of the Rehabilitation Act of 1973, as Amended

The undersigned (hereinafter called the "Contractor(s)") hereby agrees that it will comply with Section 504 of the Rehabilitation Act of 1973, as amended, all requirements imposed by the applicable DHHS regulation, and all guidelines and interpretations issued pursuant thereto.

The Contractor(s) gives/give this assurance in consideration of for the purpose of obtaining contracts after the date of this assurance. The Contractor(s) recognizes/recognize and agrees/agree that contracts will be extended in reliance on the representations and agreements made in this assurance. This assurance is binding on the Contractor(s), its successors, transferees, and assignees, and the person or persons whose signatures appear below are authorized to sign this assurance on behalf of the Contractor(s).

The Contractor(s): (Check a or b)

- ☒ a. Employs fewer than 15 persons.
- ☐ b. Employs 15 or more persons and, pursuant to section 84.7 (a) of the regulation (45 C.F.R. 84.7 (a), has designated the following person(s) to coordinate its efforts to comply with the DHHS regulation.

David Williams, Ph.D.
Name of 504 Person - Type or Print

Prins, Williams Analytics, LLC
Name of Contractor(s) - Type or Print

~~1746 Jonathan Avenue~~ P.O. Box 653
Street Address or P.O. Box

~~San Jose, CA 95125~~ FOX ISLAND, WA 98333
City, State, Zip Code

I certify that the above information is complete and correct to the best of my knowledge.

David M Williams
Signature

MEMBER/MANAGER
Title of Authorized Official

6/15/13
Date

*Exception: DHHS regulations state that:

"If a recipient with fewer than 15 employees finds that, after consultation with a disabled person seeking its services, there is no method of complying with (the facility accessibility regulations) other than making a significant alteration in its existing facilities, the recipient may, as an alternative, refer the handicapped person to other providers of those services that are accessible."

SAMSHA Certifications – Attachment 2

CERTIFICATIONS

CERIFICATION REGARDING LOBBYING

- 1) No federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person influencing or attempting to influence an officer or employee of any agency, a Member of Congress, and officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
- 2) If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form To Report Lobbying" in accordance with its instructions.
- 3) The undersigned shall require that the language of this certification be included in the award documents for all sub awards at all tiers (including subcontracts, sub grants, and contracts under grants, loans, and cooperative agreements) and that all sub recipients shall certify and is disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 for each such failure.

SALARY CAP

The undersigned certifies that no grant funds will be used to pay an individual salary at a rate in excess of \$180,100 per year, not including benefits.

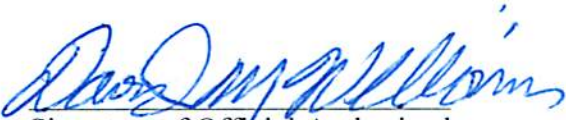
DRUG FREE WORK ENVIRONMENT

The undersigned certifies that reasonable efforts are made to maintain a drug-free work place in all programs supported y the Block Grant funds.

SAMSHA Certifications – Attachment 2 (Continued)

CERTIFICATION REGARDING DEBARMENT SUSPENSION INELIGIBILITY
AND VOLUNTARY EXCLUSION – LOWER TIER COVERED TRANSACTIONS

- 1) The prospective lower tier participant certified, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in this transaction by any Federal department or agency.
- 2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal/application.



Signature of Official Authorized
To Sign Application

MEMBER/MANAGER



Date

SAMSHA Certifications – Attachment 3

CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE

Public Law 103-227, also known as the Pro-Children Act of 1994 (Act), requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by an entity and used routinely or regularly for the provision of health, day care, early childhood development services, education or library services to children under the age of 18, if the services are funded by Federal programs either directly or through State or local governments, by Federal grant, contract loan, or loan guarantee. The law also applies to children's services that are provided in indoor facilities that are constructed, operated or maintained with such federal funds. The law does not apply to children's services provided in private residences, portions of facilities used for inpatient drug, or alcohol treatment, service providers whose sole source of applicable Federal funds is Medicare or Medicaid; or facilities where WIC coupons are redeemed. Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to \$1,000 for each violation and/or the imposition of an administrative compliance order on the responsible entity.

By signing this certification, the offer or/contractor (for acquisitions) or applicant/grantee (for grants) certifies that the submitting organization will comply with the requirements of the Act and will not allow smoking within any portion of any indoor facility used for the provision of services for children as defined by the Act.

The submitting organization agrees that it will require that the language of this certification be included in any sub awards which contain provisions for children's services and all sub recipients shall certify accordingly.



Signature of Official Authorized
To Sign Application



Date