

**AMENDMENT TO AGREEMENT BETWEEN THE COUNTY OF SAN MATEO AND  
RESOURCE DEVELOPMENT ASSOCIATES**

THIS AMENDMENT TO THE AGREEMENT, entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between the COUNTY OF SAN MATEO, a political subdivision of the state of California, hereinafter called "County," and RESOURCE DEVELOPMENT ASSOCIATES, hereinafter called "Contractor";

**W I T N E S S E T H:**

WHEREAS, pursuant to Section 31000 of the California Government Code, 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 on September 22, 2016, to provide evaluation and assessments, and technical assistance services to Mental Health Services Act (MHSA) Innovation (INN) Component pilot programs, in the amount of \$100,000, for the term September 15, 2016 through June 30, 2018; and

WHEREAS, the parties wish to amend the Agreement to provide additional evaluation and technical assistance services, increasing the contract maximum by \$95,860 to \$195,860, extending the term of the agreement through June 30, 2019.

**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 in this Agreement and in Exhibit A3, County shall make payment to Contractor based on the rates and in the manner specified in Exhibit B3. County reserves the right to withhold payment if County determines that the quantity or quality of the work performed is unacceptable. In no event shall County's total fiscal obligation under this Agreement exceed ONE HUNDRED NINETY-FIVE THOUSAND EIGHT HUNDRED SIXTY DOLLARS (\$195,860). In the event that the County makes any advance payments, Contractor agrees to refund any amounts in excess of the amount owed by the County at the time of contract termination or expiration. Contractor is not entitled to payment for work not performed as required by this agreement.

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

Subject to compliance with all terms and conditions, the term of this Agreement shall be from September 15, 2016 through June 30, 2019.

This Agreement may be terminated by Contractor or by the Chief of the Health System or his/her designee at any time without a requirement of good cause upon thirty (30) days' advance written notice to the other party. 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 prorated portion of the full payment determined by comparing the work/services actually completed to the work/services required by the Agreement.

County may terminate this Agreement or a portion of the services referenced in the Attachments and Exhibits based upon the unavailability of Federal, State, or County funds by providing written notice to Contractor as soon as is reasonably possible after County learns of said unavailability of outside funding.

3. Paragraph 4. Relationship of the Parties is hereby deleted and replaced with Paragraph 7. Relationship of the Parties below:

Contractor agrees and understands that the work/services performed under this Agreement are performed as an independent contractor and not as an employee of County and that neither Contractor nor its employees acquire any of the rights, privileges, powers, or advantages of County employees.

5. Paragraph 8. Confidentiality. is hereby deleted.
6. Paragraph 7. Hold Harmless is hereby deleted and replaced with the Paragraph 8. Hold Harmless below:

a. **General Hold Harmless**

Contractor shall indemnify and save harmless County and its officers, agents, employees, and servants from all claims, suits, or actions of every name, kind, and description resulting from this Agreement, the performance of any work or services required of Contractor under this Agreement, or payments made pursuant to this Agreement brought for, or on account of, any of the following:

- (A) injuries to or death of any person, including Contractor or its employees/officers/agents;
- (B) damage to any property of any kind whatsoever and to whomsoever belonging;
- (C) any sanctions, penalties, or claims of damages resulting from Contractor's failure to comply, if applicable, with the requirements set

forth in the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and all Federal regulations promulgated thereunder, as amended; or

(D) any other loss or cost, including but not limited to that caused by the concurrent active or passive negligence of County and/or its officers, agents, employees, or servants. However, Contractor's duty to indemnify and save harmless under this Section shall not apply to injuries or damage for which County has been found in a court of competent jurisdiction to be solely liable by reason of its own negligence or willful misconduct.

The duty of Contractor to indemnify and save harmless as set forth by this Section shall include the duty to defend as set forth in Section 2778 of the California Civil Code.

**b. Intellectual Property Indemnification**

Contractor hereby certifies that it owns, controls, and/or licenses and retains all right, title, and/or interest in and to any intellectual property it uses in relation to this Agreement, including the design, look, feel, features, source code, content, and/or other technology relating to any part of the services it provides under this Agreement and including all related patents, inventions, trademarks, and copyrights, all applications therefor, and all trade names, service marks, know how, and trade secrets (collectively referred to as "IP Rights") except as otherwise noted by this Agreement.

Contractor warrants that the services it provides under this Agreement do not infringe, violate, trespass, or constitute the unauthorized use or misappropriation of any IP Rights of any third party. Contractor shall defend, indemnify, and hold harmless County from and against all liabilities, costs, damages, losses, and expenses (including reasonable attorney fees) arising out of or related to any claim by a third party that the services provided under this Agreement infringe or violate any third-party's IP Rights provided any such right is enforceable in the United States. Contractor's duty to defend, indemnify, and hold harmless under this Section applies only provided that: (a) County notifies Contractor promptly in writing of any notice of any such third-party claim; (b) County cooperates with Contractor, at Contractor's expense, in all reasonable respects in connection with the investigation and defense of any such third-party claim; (c) Contractor retains sole control of the defense of any action on any such claim and all negotiations for its settlement or compromise (provided Contractor shall not have the right to settle any criminal action, suit, or proceeding without County's prior written consent, not to be unreasonably withheld, and provided further that any settlement permitted under this Section shall not impose any financial or other obligation on County, impair any right of County, or contain any stipulation, admission, or acknowledgement of wrongdoing on the part of County without County's prior written consent, not to be unreasonably withheld); and (d) should services under this Agreement

become, or in Contractor's opinion be likely to become, the subject of such a claim, or in the event such a third party claim or threatened claim causes County's reasonable use of the services under this Agreement to be seriously endangered or disrupted, Contractor shall, at Contractor's option and expense, either: (i) procure for County the right to continue using the services without infringement or (ii) replace or modify the services so that they become non-infringing but remain functionally equivalent.

Notwithstanding anything in this Section to the contrary, Contractor will have no obligation or liability to County under this Section to the extent any otherwise covered claim is based upon: (a) any aspects of the services under this Agreement which have been modified by or for County (other than modification performed by, or at the direction of, Contractor) in such a way as to cause the alleged infringement at issue; and/or (b) any aspects of the services under this Agreement which have been used by County in a manner prohibited by this Agreement.

The duty of Contractor to indemnify and save harmless as set forth by this Section shall include the duty to defend as set forth in Section 2778 of the California Civil Code.

7. Paragraph 9. Non-Assignability. Is hereby deleted and replace with Paragraph 9. Assignability and Subcontracting below:

Contractor shall not assign this Agreement or any portion of it to a third party or subcontract with a third party to provide services required by Contractor under this Agreement without the prior written consent of County. Any such assignment or subcontract without County's prior written consent shall give County the right to automatically and immediately terminate this Agreement without penalty or advance notice.

8. Paragraph 10 Termination of Agreement. is hereby deleted.
9. Paragraph 6. Insurance is hereby deleted and replaced with the Paragraph 10. Insurance below:

**a. General Requirements**

Contractor shall not commence work or be required to commence work under this Agreement unless and until all insurance required under this Section has been obtained and such insurance has been approved by County's Risk Management, and Contractor shall use diligence to obtain such insurance and to obtain such approval. Contractor shall furnish County with certificates of insurance evidencing the required coverage, and there shall be a specific contractual liability endorsement extending Contractor's coverage to include the contractual liability assumed by Contractor pursuant to this Agreement. These certificates shall specify or be endorsed to provide that thirty (30) days'

notice must be given, in writing, to County of any pending change in the limits of liability or of any cancellation or modification of the policy.

**b. Workers' Compensation and Employer's Liability Insurance**

Contractor shall have in effect during the entire term of this Agreement workers' compensation and employer's liability insurance providing full statutory coverage. In signing this Agreement, Contractor certifies, as required by Section 1861 of the California Labor Code, that (a) it is aware of the provisions of Section 3700 of the California Labor Code, which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of the Labor Code, and (b) it will comply with such provisions before commencing the performance of work under this Agreement.

**c. Liability Insurance**

Contractor shall take out and maintain during the term of this Agreement such bodily injury liability and property damage liability insurance as shall protect Contractor and all of its employees/officers/agents while performing work covered by this Agreement from any and all claims for damages for bodily injury, including accidental death, as well as any and all claims for property damage which may arise from Contractor's operations under this Agreement, whether such operations be by Contractor, any subcontractor, anyone directly or indirectly employed by either of them, or an agent of either of them. Such insurance shall be combined single limit bodily injury and property damage for each occurrence and shall not be less than the amounts specified below:

(a) Comprehensive General Liability...	\$1,000,000
(b) Motor Vehicle Liability Insurance...	\$1,000,000
(c) Professional Liability.....	\$1,000,000

County and its officers, agents, employees, and servants shall be named as additional insured on any such policies of insurance, which shall also contain a provision that (a) the insurance afforded thereby to County and its officers, agents, employees, and servants shall be primary insurance to the full limits of liability of the policy and (b) if the County or its officers, agents, employees, and servants have other insurance against the loss covered by such a policy, such other insurance shall be excess insurance only.

In the event of the breach of any provision of this Section, or in the event any notice is received which indicates any required insurance coverage will be diminished or canceled, County, at its option, may, notwithstanding any other provision of this Agreement to the contrary, immediately declare a material breach of this Agreement and suspend all further work and payment pursuant to this Agreement.

10. Paragraph 17. Compliance with State, Federal, and Local Laws, Regulations, and Ordinances is hereby deleted and replaced with Paragraph 11. Compliance with Laws below:

All services to be performed by Contractor pursuant to this Agreement shall be performed in accordance with all applicable Federal, State, County, and municipal laws, ordinances, and regulations, including but not limited to the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and the Federal Regulations promulgated thereunder, as amended (if applicable), the Business Associate requirements set forth in Attachment H (if attached), the Americans with Disabilities Act of 1990, as amended, and Section 504 of the Rehabilitation Act of 1973, which prohibits discrimination on the basis of disability in programs and activities receiving any Federal or County financial assistance. Such services shall also be performed in accordance with all applicable ordinances and regulations, including but not limited to appropriate licensure, certification regulations, provisions pertaining to confidentiality of records, and applicable quality assurance regulations. In the event of a conflict between the terms of this Agreement and any applicable State, Federal, County, or municipal law or regulation, the requirements of the applicable law or regulation will take precedence over the requirements set forth in this Agreement.

Further, Contractor certifies that it and all of its subcontractors will adhere to all applicable provisions of Chapter 4.106 of the San Mateo County Ordinance Code, which regulates the use of disposable food service ware. Accordingly, Contractor shall not use any non-recyclable plastic disposable food service ware when providing prepared food on property owned or leased by the County and instead shall use biodegradable, compostable, reusable, or recyclable plastic food service ware on property owned or leased by the County.

Contractor will timely and accurately complete, sign, and submit all necessary documentation of compliance.

11. Paragraph 12. Non-Discrimination is hereby deleted and replaced with the Paragraph 12. Non-Discrimination and Other Requirements below:

**a. General Non-discrimination**

No person shall be denied any services provided pursuant to this Agreement (except as limited by the scope of services) on the grounds of race, color, national origin, ancestry, age, disability (physical or mental), sex, sexual orientation, gender identity, marital or domestic partner status, religion, political beliefs or affiliation, familial or parental status (including pregnancy), medical condition (cancer-related), military service, or genetic information

**b. Equal Employment Opportunity**

Contractor shall ensure equal employment opportunity based on objective standards of recruitment, classification, selection, promotion, compensation, performance evaluation, and management relations for all employees under this Agreement. Contractor's equal employment policies shall be made available to County upon request.

**C. Section 504 of the Rehabilitation Act of 1973**

Contractor shall comply with Section 504 of the Rehabilitation Act of 1973, as amended, which provides that no otherwise qualified individual with a disability shall, solely by reason of a disability, be excluded from the participation in, be denied the benefits of, or be subjected to discrimination in the performance of any services this Agreement. This Section applies only to contractors who are providing services to members of the public under this Agreement

**d. Compliance with County's Equal Benefits Ordinance**

Contractor shall comply with all laws relating to the provision of benefits to its employees and their spouses or domestic partners, including, but not limited to, such laws prohibiting discrimination in the provision of such benefits on the basis that the spouse or domestic partner of the Contractor's employee is of the same or opposite sex as the employee.

**e. Discrimination Against Individuals with Disabilities**

The nondiscrimination requirements of 41 C.F.R. 60-741.5(a) are incorporated into this Agreement as if fully set forth here, and Contractor and any subcontractor shall abide by the requirements of 41 C.F.R. 60-741.5(a). This regulation prohibits discrimination against qualified individuals on the basis of disability and requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified individuals with disabilities.

**f. History of Discrimination**

Contractor certifies that no finding of discrimination has been issued in the past 365 days against Contractor by the Equal Employment Opportunity Commission, the California Department of Fair Employment and Housing, or any other investigative entity. If any finding(s) of discrimination have been issued against Contractor within the past 365 days by the Equal Employment Opportunity Commission, the California Department of Fair Employment and Housing, or other investigative entity, Contractor shall provide County with a written explanation of the outcome(s) or remedy for the discrimination prior to execution of this Agreement. Failure to comply with this Section shall constitute a material breach of this Agreement and subjects the Agreement to immediate termination at the sole option of the County.

**g. Reporting; Violation of Non-discrimination Provisions**

Contractor shall report to the County Manager the filing in any court or with any administrative agency of any complaint or allegation of discrimination on any of the bases prohibited by this Section of the Agreement or the Section titled "Compliance with Laws". Such duty shall include reporting of the filing of any and all charges with the Equal Employment Opportunity Commission, the California Department of Fair Employment and Housing, or any other entity charged with the investigation or adjudication of allegations covered by this subsection within 30 days of such filing, provided that within such 30 days such entity has not notified Contractor that such charges are dismissed or otherwise unfounded. Such notification shall include a general description of the circumstances involved and a general description of the kind of discrimination alleged (for example, gender-, sexual orientation-, religion-, or race-based discrimination).

Violation of the non-discrimination provisions of this Agreement shall be considered a breach of this Agreement and subject the Contractor to penalties, to be determined by the County Manager, including but not limited to the following:

- i. termination of this Agreement;
- ii. disqualification of the Contractor from being considered for or being awarded a County contract for a period of up to 3 years;
- iii. liquidated damages of \$2,500 per violation; and/or
- iv. imposition of other appropriate contractual and civil remedies and sanctions, as determined by the County Manager.

To effectuate the provisions of this Section, the County Manager shall have the authority to offset all or any portion of the amount described in this Section against amounts due to Contractor under this Agreement or any other agreement between Contractor and County.

- 12. Paragraph 13. Equal Benefits is hereby deleted.
- 13. Paragraph 20. Jury Duty Requirements is hereby deleted and replaced with Paragraph 13. Compliance with County Employee Jury Service Ordinance below:

Contractor shall comply with Chapter 2.85 of the County's Ordinance Code, which states that Contractor shall have and adhere to a written policy providing that its employees, to the extent they are full-time employees and live in San Mateo County, shall receive from the Contractor, on an annual basis, no fewer than five days of regular pay for jury service in San Mateo County, with jury pay being provided only for each day of actual jury service. The policy may provide that such employees deposit any fees received for such jury service with



Contractor or that the Contractor may deduct from an employee's regular pay the fees received for jury service in San Mateo County. By signing this Agreement, Contractor certifies that it has and adheres to a policy consistent with Chapter 2.85. For purposes of this Section, if Contractor has no employees in San Mateo County, it is sufficient for Contractor to provide the following written statement to County: "For purposes of San Mateo County's jury service ordinance, Contractor certifies that it has no full-time employees who live in San Mateo County. To the extent that it hires any such employees during the term of its Agreement with San Mateo County, Contractor shall adopt a policy that complies with Chapter 2.85 of the County's Ordinance Code." The requirements of Chapter 2.85 do not apply if this Agreement's total value listed in the Section titled "Payments", is less than one-hundred thousand dollars (\$100,000), but Contractor acknowledges that Chapter 2.85's requirements will apply if this Agreement is amended such that its total value meets or exceeds that threshold amount.

14. Paragraph 14. History of Discrimination. Is hereby deleted.
15. Paragraph 15. Retention of Records is hereby deleted and replaced with the Paragraph 14. Retention of Records; Right to Monitor and Audit below:
  - (a) Contractor shall maintain all required records relating to services provided under this Agreement for three (3) years after County makes final payment and all other pending matters are closed, and Contractor shall be subject to the examination and/or audit by County, a Federal grantor agency, and the State of California.
  - (b) Contractor shall comply with all program and fiscal reporting requirements set forth by applicable Federal, State, and local agencies and as required by County.
  - (c) Contractor agrees upon reasonable notice to provide to County, to any Federal or State department having monitoring or review authority, to County's authorized representative, and/or to any of their respective audit agencies access to and the right to examine all records and documents necessary to determine compliance with relevant Federal, State, and local statutes, rules, and regulations, to determine compliance with this Agreement, and to evaluate the quality, appropriateness, and timeliness of services performed.
16. Paragraph 18. Merger Clause is hereby deleted and replaced with Paragraph 15. Merger Clause; Amendments below:

This Agreement, including the Exhibits and Attachments attached to this Agreement and incorporated by reference, constitutes the sole Agreement of the parties to this Agreement and correctly states the rights, duties, and obligations of each party as of this document's date. In the event that any

term, condition, provision, requirement, or specification set forth in the body of this Agreement conflicts with or is inconsistent with any term, condition, provision, requirement, or specification in any Exhibit and/or Attachment to this Agreement, the provisions of the body of the Agreement shall prevail. Any prior agreement, promises, negotiations, or representations between the parties not expressly stated in this document are not binding. All subsequent modifications or amendments shall be in writing and signed by the parties.

17. Paragraph 16. Health Insurance Portability and Accountability Act of 1996 (HIPPA) is hereby deleted.

18. Paragraph 21. Electronic Signature is hereby deleted and replace with Paragraph 18. Electronic Signature

Both County and Contractor wish to permit this Agreement and future documents relating to this Agreement to be digitally signed in accordance with California law and County's Electronic Signature Administrative Memo. Any party to this Agreement may revoke such agreement to permit electronic signatures at any time in relation to all future documents by providing notice pursuant to this Agreement.

19. Paragraph 19. Governing Law. Is hereby deleted.

20. Paragraph 11. Payments of Permits/Licenses is hereby deleted and replaced with the Paragraph 19. Payments of Permits/Licenses below:

Contractor bears responsibility to obtain any license, permit, or approval required from any agency for work/services to be performed under this Agreement at Contractor's own expense prior to commencement of said work/services. Failure to do so will result in forfeit of any right to compensation under this Agreement.

21. Paragraph 5. Availability of Funds below is hereby added:

The County may terminate this Agreement or a portion of the services referenced in the Attachments and Exhibits based upon unavailability of Federal, State, or County funds, by providing written notice to Contractor as soon as is reasonably possible after the County learns of said unavailability of outside funding.

22. Paragraph 6. Contract Materials below is hereby added:

At the end of this Agreement, or in the event of termination, all finished or unfinished documents, data, studies, maps, photographs, reports, and other written materials (collectively referred to as "contract materials") prepared by Contractor under this Agreement shall become the property of County and

shall be promptly delivered to County. Upon termination, Contractor may make and retain a copy of such contract materials if permitted by law

23. Paragraph 17. Notices below is hereby added:

Any notice, request, demand, or other communication required or permitted under this Agreement shall be deemed to be properly given when both: (1) transmitted via facsimile to the telephone number listed below or transmitted via email to the email address listed below; and (2) sent to the physical address listed below by either being deposited in the United States mail, postage prepaid, or deposited for overnight delivery, charges prepaid, with an established overnight courier that provides a tracking number showing confirmation of receipt.

In the case of County, to:

Name/Title: Doris Estremera  
Address: 310 Harbor Blvd, Bldg E. Belmont, CA 94002  
Telephone: (650) 573-2889  
Facsimile: (650) 573-2841  
Email: [DEstremera@smcgov.org](mailto:DEstremera@smcgov.org)

In the case of Contractor, to:

Name/Title: Resource Development Associates  
Address: **2333 Harrison St. Oakland, CA 94612**  
Telephone: (510) 488-4344  
Facsimile: (510) 444-1434  
Email: [lfoxmullen@resourcedevelopment.net](mailto:lfoxmullen@resourcedevelopment.net)

24. Exhibit A is hereby deleted and replaced with the Exhibit A1 and Exhibit B1 attached hereto.
25. All other terms and conditions of the agreement dated September 22, 2016, between the County and Contractor shall remain in full force and effect.

\*\*\* SIGNATURE PAGE TO FOLLOW \*\*\*

In witness of and in agreement with this Agreement's terms, the parties, by their duly authorized representatives, affix their respective signatures.

COUNTY OF SAN MATEO

By: \_\_\_\_\_  
President, Board of Supervisors  
San Mateo County

Date: \_\_\_\_\_

ATTEST:

By: Patricia M. Bennett  
Clerk of Said Board

RESOURCE DEVELOPMENT ASSOCIATES

[Signature]  
Contractor's Signature

Date: 4/17/18

## **Exhibit A-1**

In consideration of the payments set forth in Exhibit B-1, Contractor shall provide the following services:

### **I. DESCRIPTION OF SERVICES TO BE PERFORMED BY CONTRACTOR**

#### **A. Introduction**

Contractor shall provide evaluation and assessment services, and technical assistance, to Mental Health Services Act (MHSA) Innovation (INN) Component pilot programs.

The following description of services is a proposal that may change based on emerging needs and circumstances, including evaluation plan development and data availability.

#### **B. Description of Services**

##### **1. Phase I: Evaluation Planning: 9/1/2016 to 12/30/2016**

The purpose of the evaluation planning phase is to plan and prepare for the evaluations. This phase has both substantive and administrative purposes. Substantively, this phase begins the process of confirming the overall vision and goals for the evaluation and identifying data sources and stakeholders to engage in the evaluation. Administratively, this phase lays the groundwork for agreeing upon a final evaluation plan and project workplan, communication procedures, and invoicing and contracting.

##### **a. Project Kickoff Meeting**

Contractor will hold a project kickoff meeting launch with the Behavioral Health and Recovery Services (BHRS) Project Team as well as representatives from the Health Ambassador Program-Youth (HAP-Y), Lesbian, Gay, Bisexual, Transgender and Questioning (LGBTQ) Behavioral Health Coordinated Services Center, and Neurosequential Model of Therapeutics (NMT) programs. The purpose of this initial meeting will be both substantive and administrative and will serve to do the following:

- i. Confirm project goals, objectives, scope, and timeline;
- ii. Highlight key priorities, goals, and challenges of the evaluation;
- iii. Discuss expectations for communication and roles and responsibilities;

- iv. Review the availability and steps needed to access the data and documents that Contractor will collect and analyze; and
- v. Determine that the service plan articulates evaluation timeline, key deliverables, and criteria for success.

In addition, we will use this initial project meeting to learn about the status of project implementation to date and to discuss the inclusion of key project stakeholders in evaluation planning and implementation.

b. Review of Data and documentation

Contractor evaluation team will meet with BHRS and INN programs to review available administrative data either currently being collected or planned as a part of each INN project on outcomes of interest as well as any previous reports or documentation that may be available. This includes data and reports that may support measures related to access, service participation, and outcomes.

To assess the availability and quality of data on service utilization, including clients' psychiatric hospitalizations and use of psychiatric emergency services (PES), the Contractor will meet with BHRS staff to review the County's electronic health records system to ensure the evaluation plan appropriately accounts for how access, service participation, and outcome data can be extracted and aggregated. Specifically for the NMT project, the Contractor will meet with Child Trauma Academy (CTA) staff to learn more about the NMT Web-based Metrics, including how they are entered and measured, the timeframes at which they are collected for baseline and follow up, and how they can be analyzed to assess individual and aggregate progress in the four functional domains. Based on what we learn in these meetings, the Contractor will work with BHRS to establish appropriate processes for receiving and analyzing client data.

c. Stakeholder Participation

Health Ambassador Program – Youth (HAP-Y)

The Contractor will work with the youth at each stage of the evaluation and build capacity to:

- i. Design and implement the program and evaluation.

- ii. Incorporate the use of data to inform program improvement.
- iii. Ensure that the program and evaluation meet client intended objectives.

Contractor will facilitate three interactive meetings where the youth receive training in evaluation as well as build the evaluation itself.

- i. In the first work session, the Contractor will work with the youth to refine the evaluation questions and develop a theory of change and/or logic model that links resources and activities to expected outcomes.
- ii. The second work session, the Contractor will focus on selecting data collection methods to answer the evaluation questions and measure expected outcomes. Contractor will include both qualitative and quantitative data.
- iii. The third work session, youth will work to develop data collection tools, which may include pre/post surveys, guided discussion protocols, and other methods that have emerged during the first two sessions.

#### LGBTQ Behavioral Health Coordinated Services Center (the Center)

Contractor will work with BHRS to identify a Stakeholder Advisory Committee to support meaningful and diverse LGBTQ and stakeholder participation in the evaluation planning and implementation.

The Advisory Committee will include but not limited to County staff, service provider and advocacy organizations, and members of the LGBTQ community, including mental health consumers. The Advisory Committee will play a key role in developing an evaluation logic model, selecting and reviewing data collection tools, interpreting data and identifying key findings and recommendations, and reviewing evaluation reports and deliverables.

During the evaluation planning phase, Contractor will hold three monthly meetings with the Committee:

- i. In the first meeting, the Contractor's team will introduce the evaluation and lead the group in an interactive session to develop a theory of change and logic model for the evaluation. The evaluation team will then use feedback from the group to select and

- develop options for data collection tools, including a pre/post scale to be used with clients and qualitative instruments.
- ii. In the second meeting, Contractor will collect feedback on the data collection tools in order to ensure that both quantitative and qualitative tools are culturally appropriate and aligned with the needs of the LGBTQ community.
- iii. In the third meeting, Contractor will present a draft of the Evaluation Plan for discussion and feedback.

#### Neurosequential Model of Therapeutics (NMT)

Contractor will work with BHRS to identify a Stakeholder Advisory Committee and convene them for an initial meeting related to evaluation planning. The key priorities in identifying potential membership for this Committee will be:

- i. Ensuring representation of San Mateo County mental health consumers in the NMT evaluation,
- ii. Leveraging the County's existing MHSA Steering Committee.

#### d. Data Collection Tool Development

##### Health Ambassador Program – Youth (HAP-Y)

At minimum, data tools used will include both qualitative and quantitative data collection:

- i. Survey for Outreach Participants.
- ii. Youth Ambassador Experience
- iii. Youth ambassador Scales
- iv. Outreach Participant Discussions
- v. Youth ambassador experience
- vi. Secondary Data

##### LGBTQ Behavioral Health Coordinated Services Center (the Center)

Contractor will work with BHRS and the Stakeholder Advisory Committee to determine the data collection methods for the evaluation and develop data collection tools.

- i. Client Pre/Post Scales
- ii. Client Satisfaction Survey
- iii. Wilder Collaboration Factors Inventory
- iv. Focus Group with Service Providers
- v. Focus groups with Clients
- vi. Client Open Space
- vii. Key Informant Interviews with BHRS and Center Leadership



viii. Administrative Data

Neurosequential Model of Therapeutics (NMT)

- i. Client Survey
- ii. Psychiatric Hospitalization and Emergency Service Data
- iii. NMT Metrics
- iv. Focus Groups with Providers Trained in NMT
- v. Focus Groups with Clients receiving NMT

e. Draft and Final Evaluation Plan

The Contractor will develop following the evaluation planning activities:

- i. A written evaluation plan for each program that lays out the evaluation purpose and questions, the agreed-upon data collection methods and tools.
- ii. A plan and timeline for data analysis and reporting.

The evaluation plan will build upon the prior project activities and provide a roadmap for answering the Learning Questions. Consistent with MHSA INN Evaluation Guidelines, this evaluation plan will include mixed-methods (qualitative and quantitative) data collection and analysis designed to give the County the information necessary to make data-driven decisions about incorporating the programs into the County's existing systems of care. The evaluation plan will also include a series of tools based on agreed upon data collection activities. Contractor will submit a draft of the evaluation plan to the involved stakeholder groups and BHRS for review and comment before finalizing the evaluation plan.

2. Phase II: Data Collection: 1/1/2017 to 6/30/2018

The purpose of the data collection activities are:

- i. Support INN programs and research partners to strengthen the skills and resources necessary to implement data collection activities.
- ii. Ensure that there is sufficient quantity and quality of data to answer the evaluation questions.

a. Data Collection Training and Technical Assistance

Health Ambassador Program – Youth (HAP-Y)

Contractor will provide training and ongoing technical assistance at the beginning of the evaluation as well as throughout the course of the project to ensure that the youth are able to collect all of the agreed-upon data from the evaluation plan. This ongoing training and technical assistance will be provide in the course of the regularly scheduled meetings between HAP-Y and the Contractor and become a regular part of the discussion.

#### Neurosequential Model of Therapeutics (NMT)

Contractor will work with BHRS and NMT Project stakeholders to implement data collection activities during each of the evaluation's two years:

- i. During the first year of the evaluation, Contractor will focus on assessing NMT implementation and establishing individual wellness and recovery baseline data,
- ii. During the second year Contractor will focus on measuring progress in implementation and in clinical outcomes.

Throughout both years, Contractor will provide technical assistance to BHRS staff implementing the NMT intervention to support their ability to collect client pre/post survey data.

Over the course of the evaluation:

- i. Contractor will work closely with BHRS staff, including the MHSA Manager and Adult system of care staff trained in the NMT model, to ensure that evaluation approach and activities are aligned with client needs and are being implemented in a way that has minimal impact on service delivery.
- ii. Contractor will work closely with BHRS staff who are providing direct client services to ensure that BHRS staff are able to implement client surveys at the agreed upon pre/post intervals to ensure the availability of data on client wellness.
- iii. Contractor will work with the MHSA Manager to revise surveys to improve seamless service delivery.

#### LGBTQ Behavioral Health Coordinated Services Center (the Center)

The Center providers will collect evaluation-related data directly (e.g., pre/post scales administered during clinical encounters, administrative data collected and reported in the Center's database). As such, it will be important to ensure

that staff is prepared to implement the data collection tools correctly in order to ensure reliability and validity of the data.

- i. Contractor will train Center staff in the administration of the identified client pre/post scales.
- ii. Contractor will work closely with Center staff to roll out the first round of the client satisfaction survey to build the Center's capacity to implement the satisfaction survey on an ongoing basis.

If Contractor and BHRS determine that the Center should add additional fields to the Center's database, Contractor will provide training to Center staff on how to collect and report the added fields. For facilitators of the Open Space and co-facilitators of client focus groups, Contractor will provide training in qualitative data collection methods.

Throughout the evaluation, Contractor will provide technical assistance to staff to support their capacity to collect client pre/post data, client satisfaction surveys, and administrative data. Contractor will keep a record of training and technical assistance materials to provide the Center for ongoing use.

b. Qualitative Data Collection

The Contractor evaluation team may facilitate or co-facilitate the interviews and focus groups agreed upon during the evaluation planning phase; with HAP-Y, the youth ambassadors may be responsible for much of the data collection from other youth during the course of outreach and engagement events while Contractor will be responsible for collecting feedback from the youth ambassadors. Based on discussions with BHRS and the stakeholders involved, local community-based organizations and/or stakeholder partners may play a role in facilitating or co-facilitating some of the events, specifically the Open Space meetings at the Center.

c. Quantitative Data Collection

Contractor will request administrative data on the services delivered to clients as a part of the INN programs. The data will include the numbers of clients served (including participants in outreach, social, and community services), the services received by each client, and any referrals or linkages made for clients.

3. Phase III: Data Analysis: 6/30/2017 to 12/31/2018

Contractor will synthesize the quantitative and qualitative data gathered during Phase II. Contractor will work with the Stakeholder Advisory Committees, including youth ambassadors for HAP-Y, to interpret the data and collaboratively identify evaluation findings and recommendations.

a. Quantitative Data Analysis

To analyze quantitative data gathered from client pre/post scales, satisfaction surveys, service delivery, and other outcome measures, the Contractor will utilize Microsoft Excel and SPSS to describe the numbers served, demographics, and changes in percentages from baseline to follow-up survey results.

b. Qualitative Data Analysis

Contractor will undertake a three-step process to analyze qualitative data from focus groups, interviews, and other evaluation meetings:

- i. First, Contractor will conduct exploratory analyses by reviewing the transcripts to identify key themes that address specific research questions. Contractor will utilize both deductive and inductive approaches to this process. Deductively, Contractor will begin by outlining themes as pertinent to the research questions. Inductively, Contractor will allow additional themes to emerge from their exploratory and in-depth analyses of the data.
- ii. Second, Contractor will organize all coded pieces of data by themes as well as by intersections of multiple themes and/or subcategories.
- iii. Third, Contractor will triangulate quantitative and qualitative data, making connections between qualitative themes and the results of the quantitative data analysis, to produce a holistic and comprehensive understanding of the program outcomes, as defined in the program specific evaluation plans as well as areas for improvement.

c. Data Interpretation and Findings Development

The Contractor with stakeholders from each project, will facilitate an interactive exercise and discussion to validate

the data, identify any gaps or inaccuracies in the data, highlight key findings, and brainstorm recommendations based on the findings. The Contractor will then use these findings and recommendations when preparing the annual evaluation reports.

4. Phase IV: Reporting: 7/1/2017 to 12/31/18

a. Draft and Final Annual Report(s)

Contractor will produce annual reports as required by MHSA regulations that include a description of the evaluation activities, numbers and demographics of clients served, and evaluation findings based on the learning goals and domains of interest for each project. For all reports, Contractor will submit draft reports to BHRS and the Stakeholder Advisory Committee for review and feedback before submitting a final report.

b. Contractor will focus on measuring progress in implementation and outcomes, providing technical assistance needed to ensure quality data collection.

c. All data analysis activities will continue as described above in Phases II and III for all programs.

d. Per the MHSA Innovation Guidelines, the final report will include:

- i. A description of the issue addressed.
- ii. A description of the project including the purpose(s) and expected outcome.
- iii. An analysis of the effectiveness of the project using the data that was collected and including the perspective of the project participants, including: any changes or modifications made during implementation; how it affected those who used it; what was learned; whether the project would be recommended for others to replicate, including any lessons learned in implementation, with a comment about its cost effectiveness; and whether the project will be continued under a different funding source.

e. Contractor will submit the 2<sup>nd</sup> year annual report by December 31, 2018.

## 5. Technical Assistance Services: 4/1/2018 – 6/30/2018

- a. Consultant will facilitate a community planning process and develop an INN plan to pilot technologies-based solutions as described in the County Behavioral Health Technology Collaborative.
- b. Educational materials: consultant will develop informational materials that describe the innovative behavioral health technologies that BHRS will pilot. Materials will be written in language that is accessible and adaptable to diverse audiences.
- c. Facilitation of 15 community meetings: consultant will facilitate up to 15 community meetings to 1) inform community members about the INN plan and 2) seek input and feedback from stakeholders to incorporate into the final plan.
- d. Write Innovation plan: consultant will write the plan for how BHRS will utilize MHSa Innovation funds to pilot innovative technologies. The plan will align with the template recommended by the Mental Health Services Oversight and Accountability Commission.
- e. Presentation to the Mental Health and Substance Abuse Recovery Commission (MHSARC): consultant will facilitate at the MHSARC, once the plan is posted for public review, for the MHSARC to vote for opening a 30-day public comment period.
- f. Ad-hoc technical assistance: consultant will provide technology-related technical assistance to BHRS as needed throughout the innovation plan development process.

## II. ADMINISTRATIVE REQUIREMENTS

### Compliance with HIPAA, Confidentiality Laws, and PHI Security

- a. Contractor must implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of Protected Health Information (PHI), including electronic PHI that it creates, receives, maintains, uses or transmits, in compliance with 45 C.F.R and to prevent use or disclosure of PHI other than as provided for by this Agreement. Contractor shall implement reasonable and appropriate policies and procedures to comply with the standards. Contractor is required to report any security incident or breach

of confidential PHI to BHRS Quality Management within twenty-four (24) hours.

- b. Contractor will develop and maintain a written 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.
- c. Contractor agrees to comply with the provisions of 42 C.F.R. Part 2 as described below if records contain or contract possesses any PHI covered under 42 C.F.R Part 2:
  - 1) Acknowledge that in receiving, storing, processing, or otherwise using any information from BHRS about the clients in the program, it is fully bound by the provisions of the federal regulations governing Confidentiality of Behavioral Health and Recovery Services Patient Records, 42 C.F.R. Part 2;
  - 2) Undertake to resist in judicial proceedings any effort to obtain access to information pertaining to clients otherwise than as expressly provided for in the federal confidentiality regulations, 42 C.F.R. Part 2; and
  - 3) Agree to use appropriate safeguards to prevent the unauthorized use or disclosure of the protected information.
- d. Confidentiality Training

Contractor is required to conduct, complete and maintain record of annual confidentiality training by all staff serving or accessing PHI of BHRS clients. Contractor may utilize BHRS Confidentiality trainings located at <http://smchealth.org/bhrs/providers/ontrain>.

### III. GOALS AND OBJECTIVES

Contractor shall ensure that the following outcome objectives are pursued throughout the term of this Agreement:

Goal 1: Provide timely evaluation services to BHRS.

Objective 1: 100% of reports, surveys, and other deliverables will be produced by the deadlines agreed upon.

Goal 2: Provide analysis and documentation of all data collected.

Objective 2: 100% of quantitative and qualitative data collected through surveys, input sessions, focus groups, key interviews and other means will be tracked, analyzed and submitted to BHRS by deadlines agreed upon

End of Exhibit A-1



### **Exhibit B-1**

In consideration of the services provided by Contractor described in Exhibit A-1 and subject to the terms of the Agreement, County shall pay Contractor based on the following fee schedule and terms:

#### **I. PAYMENTS**

##### **A. Maximum Obligation**

The maximum amount that County shall be obligated to pay for all services provided under this Agreement shall not exceed ONE HUNDRED NINETY FIVE THOUSAND EIGHT HUNDRED SIXTY DOLLARS (\$195,860). Furthermore, County shall not pay or be obligated to pay more than the amounts listed below for each component of service required under this Agreement.

Fiscal Year	Not to Exceed Amount
FY 2016-2017	\$50,000
FY 2017-2018	\$105,660
FY 2018-19	\$40,200

In any event, the maximum amount County shall be obligated to pay for all services rendered under this Agreement shall not exceed ONE HUNDRED NINETY FIVE THOUSAND EIGHT HUNDRED SIXTY DOLLARS (\$195,860)

##### **B. Rates**

Payments for services described in Paragraph I. of this Exhibit A shall be at the rate of

##### **1. FY 2016-2017**

From September 1, 2016 through June 30, 2017, County shall pay Contractor as follow, not to exceed FIFTY THOUSAND DOLLARS (\$50,000).

Position Title	Hourly Rate
Project Sponsor	\$200
Program Associate	\$140
Research Associate	\$110

The rates above are inclusive of all personnel, fringe, materials, equipment, insurance, communications, indirect, facilities, and administrative costs that will be incurred over the course of the proposed project. While mileage expenses are built into the hourly rates, Contractor will bill half of the travel time related to project.

2. FY 2017-2018

From July 1, 2017 through June 30, 2018, County shall pay Contractor as follow, not to exceed ONE HUNDRED AND FIVE THOUSAND SIX HUNDRED DOLLARS (\$105,600).

Position Title	Hourly Rate
Project Sponsor	\$200
Project Manager	\$160
Program Associate	\$140
Research Associate	\$110

The rates above are inclusive of all personnel, fringe, materials, equipment, insurance, communications, indirect, facilities, and administrative costs that will be incurred over the course of the proposed project. While mileage expenses are built into the hourly rates, Contractor will bill half of the travel time related to project.

3. FY 2018-2019

From July 1, 2018 through June 30, 2019, County shall pay Contractor as follow, not to exceed FORTY THOUSAND TWO HUNDRED DOLLARS (\$40,200).

Position Title	Hourly Rate
Project Sponsor	\$200
Project Manager	\$160
Program Associate	\$140
Research Associate	\$110

The rates above are inclusive of all personnel, fringe, materials, equipment, insurance, communications, indirect, facilities, and administrative costs that will be incurred over the course of the proposed project. While mileage expenses are built into the hourly rates, Contractor will bill half of the travel time related to project.

- C. Modifications to the allocations in Paragraph A of this Exhibit B may be approved by the Chief of the Health System or designee, subject to the maximum amount set forth in Paragraph 3 of this Agreement.
- D. In the event this Agreement is terminated prior to June 30, 2019, Contractor shall be paid on a prorated basis for only that portion of the contract term during which Contractor provided services pursuant to this Agreement. Such billing shall be subject to the approval of the Chief of the Health System or designee.
- E. Monthly Invoices and Payment
  - 1. Payment by County to Contractor shall be monthly. Claims that are received after the tenth (10th) working day of the month are considered to be late submissions and may be subject to a delay in payment. Claims that are received 180 days or more after the date of service are considered to be late claims. County reserves the right to deny invoices with late claims or claims for which completed service reporting forms or electronic service files are not received. Claims may be sent to:
 

County of San Mateo  
Behavioral Health and Recovery Services  
Attn: Contract Unit  
2000 Alameda de Las Pulgas, suite 280  
San Mateo, CA 94403
  - 2. County reserves the right to modify the description of services as the County deems necessary.

F. Revenue and Performance

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.

G. Inadequate Performance

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, to review documentation, billing and/or other reports, and to take appropriate corrective action, as needed, to resolve any identified discrepancies. 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. Claims Certification and Program Integrity

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

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

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

Executed at \_\_\_\_\_ California, on \_\_\_\_\_ 20\_\_\_\_

Signed \_\_\_\_\_ Title \_\_\_\_\_

Agency \_\_\_\_\_ "

End of Exhibit B-1