

AGREEMENT FOR PROFESSIONAL SERVICES

This Agreement (“the Agreement”) is made and entered into as of February 1, 2021, 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 February 1, 2021 and March 31, 2023.

The parties agree as follows:

1. **Services to be Performed:**

The County of San Mateo hereby engages The John W. Gardner Center 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 of San Mateo will pay the Program a total of Two Hundred and Fifty-Nine Thousand Eight Hundred and Sixty-Nine Dollars (\$259,869) in full consideration of the services described in Exhibit A. This amount is inclusive of all services provided by the Program and all and 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 based on negligent acts or negligent 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, acts of God, 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 February 1, 2021.

COUNTY OF SAN MATEO

STANFORD UNIVERSITY

[Signature]

[Signature]

BY: _____

BY: 
Geoffrey Cox (Jan 29, 2021 11:44 PST)

TITLE: _____

TITLE: Senior Associate Dean

DATE: _____

DATE: Jan 29, 2021

Proposal Draft

Supporting Law Enforcement Officers and Mental Health Clinicians in Four San Mateo County Cities

BACKGROUND

Police departments across the country respond to calls related to persons suffering from mental health disorders. These calls often result in a person assigned to Psychiatric Emergency Services (PES). Supports are limited for those who need and who seek sophisticated psychiatric care. The COVID-19 pandemic has exacerbated this context as increasing numbers of community members struggle with homelessness and additional economic stressors. Research suggests that many police officers do not feel adequately trained to assess and manage situations involving community members experiencing severe mental illness (Boron, 2000). Across the country, various models of collaborations between police and mental health providers have been deployed (Hails, et. al., 2003; Hollender, et al., 2012; Zealberg, et al., 1992). Some of these models have had preliminary studies to assess effectiveness (Compton et. al., 2014; Steadman, et. al., 2000).

In order to address the ongoing need for immediate mental health services in the field within local communities, the Daly City, Redwood City, San Mateo, and, South San Francisco Police Departments have collaborated with San Mateo County Behavioral Health and Recovery Services (BHRS) to develop a co-response model that would partner sworn law-enforcement officers with a licensed mental-health clinician within a first-responder framework. A key goal of these partnerships involves the combined expertise and resources of both disciplines to best serve the public in a timely manner.

The proposed model calls for one mental-health clinician to be embedded in each of the four city law-enforcement agencies. This clinician would serve as a supplement to law-enforcement's response to calls for service involving individuals experiencing a mental-health crisis. The mental-health clinician would respond at the request of law-enforcement personnel already on scene and assist in communicating with the individual in distress, conducting mental-health assessments, and determining whether or not action pursuant to section 5150 of the Health and Safety Code is required. Additionally, the mental-health clinicians may work in partnership with specialized police-department employees who focus on homelessness and other related concerns (e.g., substance abuse).

PROPOSED ENGAGEMENT

The John W. Gardner Center for Youth and Their Communities at Stanford University (Gardner Center) proposes to collaboratively plan and evaluate the pilot program linking police officers with mental health clinicians. Specifically, this engagement will initially support planning efforts among the four cities, BHRS, and the county manager's office to develop the pilot program. Once the pilot is launched, the implementation and evaluation study will describe the interventions and assessment methods using a theory-driven approach. We propose three major components for this engagement:

1. Facilitate the program 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
3. Conduct a quantitative outcomes study to document program participation and associated changes resulting from implementation

This study aims to help the San Mateo County partners to better understand and support the population served most effectively through this partnership. In particular, the study will develop a current theory of change, metrics for assessing progress, data collection and analysis of appropriate measures. This proposal describes the major activities and possible deliverables for this project.

ABOUT THE GARDNER CENTER

The John W. Gardner Center for Youth and Their Communities at Stanford University partners with communities, researchers, and practitioners to produce evidence-based research to improve and strengthen the well-being of youth, inform policy and practice in the fields of education and youth development, and emphasize the importance of equity and capacity-building in youth-serving organizations. As a center for rigorous research, deeply rooted in the principles of community youth development, our interdisciplinary team focuses on questions raised by our community partners about issues that matter to youth and families. We embed our work in a comprehensive tri-level framework that focuses on the interactions across the individual, setting (program) and system (public agency, and community) levels, and the ways that changes at one level influence the others. Guided by this model, we engage our partners to facilitate inquiry to inform and improve institutions and programs, building their capacity to collect and interpret data in the process. Our expertise in facilitating cross sector collaboration and research informs all of our partnerships. We conduct theory-driven research, developed in collaboration with our partners, to ensure our findings are actionable. The Gardner Center has a deep commitment to, and long track record of, working to improve opportunities and outcomes for vulnerable youth and families in our near-neighbor communities of Redwood City, East Palo Alto, San Francisco and Oakland.

STUDY METHODS AND DESIGN

Phase One: Facilitate the Program Strategy, Planning, and Design Refinement Processes

This new collaboration will require careful planning guided by strategy and experience of the partners. The planning process will support partners to come together and formulate a theory of change. This includes articulating the goals of the initiative, expected strategies and expected outcomes. Further, partners will define many of the specific roles and responsibilities of the participating partners. The Gardner Center proposes to build on our existing relationships among the partners as well as lessons learned from current practice and research in this area. To create the theory of change, we will facilitate a strategic process including key stakeholders to further develop and design the program. Through this process we propose to seek agreement around the best ways for the program to launch. Specifically, we aim to facilitate a process that will:

- Describe key outcomes and definition of success
- Clearly define the target population that Partnership will serve, and also define the process for identification of potential clients
- Detail the key supports needed for this population to succeed
- Identify key strengths and contributions of each partner
- Define the roles and responsibilities of each partner

- Identify additional programs, services, and partners if needed
- Set clear expectations for what participation includes
- Identify major challenges/obstacles to success and strategies to overcome them

Phase One Deliverables: Key deliverables include:

- Graphic theory of change that outlines the goals, strategies, outcomes and indicators of progress that define the Partnership Initiative.
- Set of indicators and plan for measuring these indicators tied closely to the theory of change.

Phase Two: Assess implementation of the co-response model in practice, defining and describing key elements and strategies to inform program improvement and potential replication

In this phase of the work we will examine the program as implemented, relative to its theory of change. That is, we will analyze the implementation of the program in practice, to document and describe the programs key elements and strategies, as well as any significant challenges. Qualitative data will come from interviews conducted by Gardner Center staff with key stakeholders including program liaisons, police officers, and mental health clinicians, as well as direct observation of program activities. These interviews will help us understand program practices, including implementation of service delivery, and coordination and communication between partners. These interviews will also provide crucial data to inform best practices and course correction, if needed. This research will inform both continuous improvement of the partnership initiative as well as possible replication.

Phase Two Deliverables: Note that these deliverables are dependent upon access to administrative data and partners for interviews etc. Key deliverables include:

- Report documenting our findings regarding program implementation for each partner
- Presentation to key stakeholders with a focus on actionable findings for continuous program improvement.

Phase Three: Conduct a quantitative outcomes study to document program participation and associated changes resulting from implementation

Quantitative data will come from data collected by the police agencies. The Gardner Center team will investigate available data to seek patterns and trends relative to the expected outcomes. Additionally, we will identify appropriate measures of effectiveness that are embedded in the data systems and driven by the outcomes described in the theory of change. Quantitative program data will come from the Program administrative data recorded in RIMS (Records Integrated Management Systems). These administrative data will provide information about the type of services provided and the disposition of these encounters. Data will include information about the participants themselves as well as the nature of the call.

Using these data, Professor Thomas S. Dee and the Gardner Center team will also explore how quasi-experimental research designs may allow us to credibly identify the causal effects of the mental-health support on important service-call outcomes. For example, we expect that certain types of service calls (e.g., person in distress) will much more likely result in a call for mental-health support than other types of calls (e.g., breaking and entering). The administrative data should allow us to observe the outcomes of these different types of calls from years *before* the mental-health support was available as well as the time period *after*. If the mental-health support is effective, we should observe differential improvements in service-call outcomes unique to the types of calls where mental-health is salient. In

other words, this “difference in differences” approach effectively compares the changes in call outcomes where mental-health is likely to be relevant to the contemporaneous change in the call outcomes where mental health is not expected to be a prominent issue.

Our analysis of *how* the mental-health support is implemented may also suggest other quasi-experimental designs. For example, if the availability of the mental-health support varies by the time of day or the day of the week, that could also form a different basis for a “difference in differences” program evaluation. Alternatively, it may be that on-duty officers are effectively assigned at random to service calls but have very different propensities to request mental-health support. In that case, the assignment of a service call to different officers could constitute a type of “natural experiment” that allows us to assess the impact of these calls.

Phase Three Deliverables: Note that these deliverables are dependent upon access to administrative data and partners for interviews etc. Key deliverables include:

- Report documenting our findings regarding the relationship between program participation and outcomes for participants
- Presentation to key stakeholders with a focus on actionable findings

ONGOING COMMUNICATIONS

Over the course of the project, our team will provide updates and solicit input from the partnership team on process and products. We will work closely with the key leaders of the partnership, facilitating dialogue about the theory and associated development. To this end, we will establish regular phone meetings, supplemented as needed by in-person sessions.

Timeline

This pilot project is assumed to run for two years. The activities will run concurrently and may exceed the end of the project in order to create a summative report. Major activities with time estimates are in the chart below.

Date	Research Activities ¹
November 2020-December 2020	Collaboratively Develop project and research plan Design protocols Revise Intuitional Review Board Protocol (if required) to obtain approval for the study. ²
November 2020- January 2021	Theory of Change Development Creation of metrics
January 2021– December 2022	Data Collection& Analysis – We anticipate three rounds of data collection and analysis over the two years of the initiative
June 2021; January 2022, June 2021, January 2023	Interim briefings

¹ Timing of these activities is subject to change, pending implementation timeline and other process factors.

² IRB ensures that all research involving human subjects is compliant with federal regulations and ethical standards. Gardner Center will submit an IRB request. For more on Stanford University’s IRB, see:

<https://researchcompliance.stanford.edu/panels/hs>

March 2023	Final Report
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References

Borum, R. (2000). Improving high risk encounters between people with mental illness and the police. *Journal of the American Academy of Psychiatry and the Law*, 28(3), 332–337.

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Hails, J., & Borum, R. (2003). Police training and specialized approaches to respond to people with mental illnesses. *Crime & Delinquency*, 49(1), 52–61.

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