

FIRST AMENDMENT TO THE AGREEMENT WITH
PRINS, WILLIAMS AND ASSOCIATES, LLC

THIS AMENDMENT, entered into this _____ day of _____,
2003, by and between the COUNTY OF SAN MATEO (hereinafter called "County") and Prins,
Williams and Associates, LLC (hereinafter called "Contractor"),

WITNESSETH:

WHEREAS, on September 17th, 2002 the parties hereto entered into an agreement
(hereinafter referred to as the "Original Agreement") for the furnishing of certain services by
Contractor to County as set forth in that Original Agreement; and

WHEREAS, it is now the mutual desire and intent of the parties hereto to amend and
clarify that Original Agreement;

NOW, THEREFORE, IT IS HEREBY AGREED between the parties that the Original
Agreement is amended as follows:

1. Section 2A. Maximum Amount is hereby deleted and replaced with the following:
 - A. Maximum Amount. In full consideration of Contractor's performance of the services described in Schedule A, the amount that County shall be obligated to pay for services rendered under this Agreement shall not exceed TWO HUNDRED FIFTEEN THOUSAND FOUR HUNDRED SIXTY-EIGHT DOLLARS (\$215,468) for the contract term.
2. Section 4. Hold Harmless is hereby deleted and replaced with the following:
 4. Hold Harmless. Contractor shall indemnify and save harmless County, its officers, agents, employees, and servants from all claims, suits, or actions of every name, kind and description, brought for, or on account of: (A) injuries to or death of any person, including Contractor, or (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 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, its officers, agents, employees, or servants, resulting from the performance of any work required of Contractor or payments made pursuant to this Agreement, provided that this 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 herein, shall include the duty to defend as set forth in Section 2778 of the California Civil Code.

3. Section 11. Compliance with Applicable Laws is hereby deleted and replaced with the following:

11. 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, and will comply with the Business Associate requirements set forth in Attachment H, and the Americans with Disabilities Act of 1990, as amended, and Section 504 of the Rehabilitation Act of 1973, as amended and attached hereto and incorporated by reference herein as Attachment I, which prohibits discrimination on the basis of handicap 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 state, federal, county or municipal law or regulations, the requirements of the applicable law will take precedence over the requirements set forth in this agreement. Contractor will

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

4. Section 14. Term of the Agreement is hereby deleted and replaced with the following:

Section 14. Term of the Agreement. Subject to compliance with all terms and conditions, the term of this agreement shall be from July 1, 2002 through July 1, 2004. This Agreement may be terminated by Contractor, the Director of Health Services or his/her designee at any time without a requirement of good cause upon sixty (60) days' written notice to the other party.

5. Schedule A is hereby deleted and replaced with Schedule A attached hereto.
6. Schedule B is hereby deleted and replaced with Schedule B attached hereto.
7. Attachment H is attached hereto and incorporated by reference herein.

NOW, THEREFORE, IT IS HEREBY AGREED BY THE PARTIES that:

1. These amendments are hereby incorporated and made a part of the Original Agreement and subject to all provisions therein.
2. All provisions of the Original Agreement, including but not limited to all references to audit and fiscal management requirements unless otherwise amended hereinabove, shall be binding on all the parties hereto.
3. All provisions of the Original Agreement, including but not limited to all monitoring and evaluation requirements, shall be applicable to all amendments herein.

NOW, THEREFORE, IT IS HEREBY AGREED BY THE PARTIES that the Agreement with Contractor, be amended accordingly.

IN WITNESS WHEREOF, the parties hereto, by their duly authorized representatives,
have affixed their hand on the day and year first above written.

COUNTY OF SAN MATEO

PRINS, WILLIAMS AND ASSOCIATES,
LLC

By: _____
Rose Jacobs Gibson, President
Board of Supervisors, San Mateo County

By: *Dawn J M Mullin*
MEMBER/MANAGER

Date: _____

Date: 8/27/03

ATTEST:

By: _____
Clerk of Said Board

Date: _____

SCHEDULE A

PRINS, WILLIAMS AND ASSOCIATES, LLC: 2002-2004

SERVICES

In addition to the services required by license, Contractor shall provide the services described below in a manner consistent with the terms and provisions of this Agreement.

A. Mental Health Services

Contractor shall provide an average of 38.5 hours per week (.875 FTE) of research and evaluation services for County's Mental Health Services Division. These services will focus on outcomes and evaluation for the adult system of care, the research required for the Mentally Ill Offender Crime Reduction (MIOCR) grant, and data analysis for the division. Specific duties will include, but not be limited to:

Research and Data Analysis Activities

1. Consult in the development of evaluation/research designs for ongoing projects (e.g. Mentally Ill Offenders Crime Reduction (MIOCR), Adult Performance Outcomes) and future research projects.
2. Coordinate all research and evaluation for the MIOCR grant and adult outcomes.
3. Coordinate work of research assistant(s).
4. Consult in the development of data collection procedures for ongoing and future projects.
5. Conduct appropriate statistical analyses of research/outcome and other data collected (e.g., analyses of service patterns, risk adjustment, prediction of service utilization, reliable change index).
6. Prepare reports and manuscripts for presentation or publication as appropriate.
7. Review research protocols submitted to the Mental Health Human Subjects Review Committee.
8. Liaison with other counties and the state in collaborative research efforts.
9. Final evaluation report for MIOCR grant and data analysis is due June 30, 2004.

Data Systems Development/Maintenance

1. Data management consultation/development.
2. Access® consultation/development.
3. TELEform® consultation/development.
4. Visual BASIC® consultation/development.
5. Development/maintenance of Management Information System database replication.
6. Development /maintenance of Adult Outcomes database (labels, compliance, validity checks).
7. Development /maintenance of MIOCR database.
8. Development of "canned" periodic reports.
9. Development of ad hoc reports.
10. Development of data reports meeting county, state or grantor reporting

- requirements (Department of Mental Health, Board of Corrections).
11. Coordinate efforts of Research Assistants in collecting, maintaining, and managing MIS, Adult Outcomes, MIOCR and other databases.

Mental Health Evaluation Services

1. Review mental health measures and systems.
2. Evaluate the psychometric properties of mental health instruments and indicators.
3. Represent San Mateo County's research efforts and interests at local, state and national levels.
4. Provide training on the administration and use of selected measures.
5. Assist in Mental Health grant research and proposal preparation as assigned.

Evidence Based Practices (EBP)

1. Provide orientation and research reviews for both Youth and Adult EBP workgroups.
2. Provide presentations to EBP workgroups regarding #1 above.
3. Provide follow-up and analysis pertaining to selection of EBP as needed.
4. Provide consultation on evaluation of EBP.
5. Develop evaluation design and complement data collection methods and procedures
6. Provide periodic reports to management and staff.

SCHEDULE B

PRINS, WILLIAMS AND ASSOCIATES, LLC: 2002-04

PAYMENTS

In full consideration of the services provided by Contractor pursuant to 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.

A. Mental Health Services

1. For the period July 1, 2002 through June 30, 2003, County shall pay Contractor EIGHT THOUSAND FOUR HUNDRED THIRTY-FIVE DOLLARS AND SIXTY-SIX CENTS (\$8,435.66) per month for services rendered for a maximum amount of ONE HUNDRED ONE THOUSAND TWO HUNDRED TWENTY-EIGHT DOLLARS (\$101,228) for the period.
2. For the period July 1, 2003 through June 30, 2004, County shall pay Contractor NINE THOUSAND TWO HUNDRED SEVENTY DOLLARS (\$9,270) per month for services rendered for a maximum amount of ONE HUNDRED ELEVEN THOUSAND TWO HUNDRED FORTY DOLLARS (\$111,240) for the period
3. In addition to such payments for service, Contractor shall be reimbursed no more than THREE THOUSAND DOLLARS (\$3,000) for travel expenses to mandated meetings and conferences for the Mentally Ill Offender Crime Reduction (MIOCR) grant.
4. Total payment to Contractor shall not exceed TWO HUNDRED FIFTEEN THOUSAND FOUR HUNDRED SIXTY-EIGHT DOLLARS (\$215,468) for the term of this Agreement.
5. Contractor shall submit an invoice including the number of hours worked for the previous month. Payment shall be made no later than the tenth (10th) calendar day following receipt of a statement of services provided to County by Contractor.
6. Each payment shall be conditioned on the performance of the services described in Schedule A above to the full satisfaction of the Director of Health Services or her representative. County shall have the right to withhold payment if county determines that the quantity or quality of the work performed is unacceptable.
7. Contractor is expected to be responsible for all other expenses incurred during the performance of services rendered under this Agreement.

Schedule 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 Sections 160.103 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) *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).
- (c) *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.
- (d) *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.
- (e) *Required By Law*. "Required by law" shall have the same meaning as the term "required by law" in Section 164.501.
- (f) *Secretary*. "Secretary" shall mean the Secretary of the United States Department of Health and Human Services or his or her designee.

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.

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 shall not further use 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.

COUNTY OF SAN MATEO

HEALTH SERVICES ADMINISTRATION

MEMORANDUM

DATE: June 30, 2003

TO: Priscilla Morse, Risk Management/Insurance Division

FROM: Liz Kauk, Mental Health Services/PONY #MLH 322

CONTRACTOR: Prins, Williams and Associates, LLC

DO THEY TRAVEL: Yes


PERCENT OF TRAVEL TIME:

NUMBER OF EMPLOYEES: Yes

DUTIES (SPECIFIC):

COVERAGE:

Comprehensive General Liability:	\$1,000,000
Motor Vehicle Liability:	\$ N/A
Professional Liability:	\$1,000,000
Worker's Compensation:	\$ N/A

APPROVE  WAIVE _____ MODIFY _____

REMARKS/COMMENTS:


SIGNATURE

ACORD CERTIFICATE OF LIABILITY INSURANCE		OP ID JJ PRINS-1	DATE (MM/DD/YY) 06/30/03
PRODUCER Walton & Associates Insurance Atlantic-Pacific Brokers, Inc. 5672 Almaden Expressway San Jose CA 95118 Phone: 408-265-2800 Fax: 408-265-9174		THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.	
		INSURERS AFFORDING COVERAGE	
INSURED Prins, Williams & Associates, Dave Williams 1746 Jonathan Avenue San Jose CA 95125		INSURER A: Evanston Insurance Company	
		INSURER B:	
		INSURER C:	
		INSURER D:	
		INSURER E:	

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	SM813340	03/01/03	03/01/04	EACH OCCURRENCE \$ 1000000
					FIRE DAMAGE (Any one fire) \$ 300000
					MED EXP (Any one person) \$ 10000
					PERSONAL & ADV INJURY \$ 1000000
					GENERAL AGGREGATE \$ 2000000
					PRODUCTS - COMP/OP AGG \$ 2000000
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident) \$
					BODILY INJURY (Per person) \$
					BODILY INJURY (Per accident) \$
					PROPERTY DAMAGE (Per accident) \$
	GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$
					OTHER THAN AUTO ONLY: EA ACC \$
A	EXCESS LIABILITY <input type="checkbox"/> OCCUR <input checked="" type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE <input type="checkbox"/> RETENTION \$	SM813340	03/01/03	03/01/04	EACH OCCURRENCE \$ 1000000
					AGGREGATE \$ 1000000
					\$
					\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY				WC STAT J. TORY LIMITS OTHER
					E.L. EACH ACCIDENT \$
					E.L. DISEASE - EA EMPLOYEE \$
					E.L. DISEASE - POLICY LIMIT \$
A	OTHER Commercial Applica	SM813340	03/01/03	03/01/04	

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS

CERTIFICATE HOLDER N	ADDITIONAL INSURED; INSURER LETTER:	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.
PROOF		AUTHORIZED REPRESENTATIVE Verne Walton <i>Jackie Raskopf</i>

ACORD 25-S (7/97)

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