



RESOLUTION No. 23-565

OF THE BOARD OF SUPERVISORS OF THE COUNTY OF NEVADA

RESOLUTION APPROVING EXECUTION OF AMENDMENT NO. 1 TO THE CONTRACT WITH O'CONNELL RESEARCH, INC. TO REVISE EXHIBIT "A", TO ADD PATH JUSTICE-INVOLVED ROUND 3 IMPLEMENTATION PLAN AND PROJECT MANAGEMENT, ADD PLANNING SUPPORT FOR DEVELOPING, AND IMPLEMENTING CALAIM, AND REVISE EXHIBIT "B", TO INCREASE THE MAXIMUM CONTRACT PRICE FROM \$100,000 TO \$125,500 (AN INCREASE OF \$25,500), FOR THE TERM OF JULY 1, 2023 THROUGH JUNE 30, 2024 AND DIRECTING THE AUDITOR-CONTROLLER TO AMEND THE BEHAVIORAL HEALTH BUDGET FOR FISCAL YEAR 2023/24 (4/5 AFFIRMATIVE VOTE REQUIRED)

WHEREAS, on July 11, 2023, per Resolution 23-351, the Nevada County Board of Supervisors approved execution of the contract with O'Connell Research, Inc., for support the Stepping Up collaborative and design the process and flow for CARE Court mandate for Nevada County; and

WHEREAS, for the past several years, our local Stepping Up group has worked with O'Connell Research to refine and better analyze our local data. This group will continue to meet and focus on improving our services based on the data and research so that people receive the care they need. Additionally, this group will serve as the planning group for CARE Court implementation in Nevada County and also provide oversight of the Incompetent to Stand Trial Diversion process; and

WHEREAS, the parties desire to amend their agreement to increase the maximum contract price from \$100,000 to \$125,500 (an increase of \$25,500), revise Exhibit "A", Schedule of Services to reflect addition of CalAIM support and revise Exhibit "B", Schedule of Charges and Payments to reflect the increase in the maximum contract price.

NOW, THEREFORE, BE IT HEREBY RESOLVED by the Board of Supervisors of the County of Nevada, State of California, that the amendment to the professional services contract by and between the County and O'Connell Research, Inc. to add planning support for developing, and implementing CalAIM for the contract term of July 1, 2023 through June 30, 2024, in the maximum amount of \$125,500 be and hereby is approved, and that the Chair of the Board of Supervisors be and is hereby authorized to execute the amendment on behalf of the County of Nevada and authorizes and directs the Auditor-Controller to amend the Fiscal Year 2023/24 Behavioral Health budget as follows:

Revenue: 1589-40110-493-8301 / 445200 \$25,500

Expenditure: 1589-40110-493-8301 / 521520 \$25,500

PASSED AND ADOPTED by the Board of Supervisors of the County of Nevada at a regular meeting of said Board, held on the 5th day of December, 2023, by the following vote of said Board:

Ayes: Supervisors Heidi Hall, Edward C. Scofield, Lisa Swarthout,
Susan Hoek and Hardy Bullock.

Noes: None.

Absent: None.

Abstain: None.

ATTEST:

JULIE PATTERSON HUNTER
Clerk of the Board of Supervisors

for
By:

Heidi Hall, Deputy COB

Edward C. Scofield
Edward C. Scofield Chair

**AMENDMENT NO. 1 TO THE CONTRACT WITH
O'CONNELL RESEARCH, INC. (RES 23-351)**

THIS AMENDMENT is executed this December 5, 2023 by and between O'CONNELL RESEARCH, INC., hereinafter referred to as "Contractor" and COUNTY OF NEVADA, hereinafter referred to as "County." Said Amendment will amend the prior agreement between the parties entitled Professional Services Contract, executed on July 11, 2023 per Resolution RES 23-351; and

WHEREAS, the Contractor will support the Stepping Up collaborative and design the process and flow for CARE Court mandate for Nevada County; and

WHEREAS, the parties desire to amend their Agreement revise Exhibit "A" Schedule of Services to incorporate providing support to CalAIM Workgroup in developing a strategic and operational plan across pre-release planning, re-entry, and Behavioral Health Linkage and amend Exhibit "B" Schedule of Charges to increase the contract price from \$100,000 to \$125,500 (an increase of \$25,500).

NOW, THEREFORE, the parties hereto agree as follows:

1. That Amendment #1 shall be effective as of November 1, 2023.
2. That Maximum Contract Price, shall be amended to the following:
\$125,500.
3. That the Schedule of Services, Exhibit "A" is amended to the revised Exhibit "A" attached hereto and incorporated herein.
4. That the Schedule of Charges and Payments, Exhibit "B" is amended to the revised Exhibit "B" attached hereto and incorporated herein.
5. That in all other respects the prior agreement of the parties shall remain in full force and effect except as amended herein.

COUNTY OF NEVADA:

By: Edward Scofield
Edward Scofield
Chair of the Board of Supervisors

CONTRACTOR:

By: Kevin O'Connell
O'Connell Research, Inc.
1600 Dwight Way
Berkeley, CA 94703

ATTEST:

By: Julie Patterson-Hunter
Julie Patterson-Hunter
Clerk of the Board

EXHIBIT "A"
SCHEDULE OF SERVICES
O'CONNELL RESEARCH, INC.

O'Connell Research, Inc. herein referred to as "Contractor", shall provide consultation and analysis services for the Nevada County Department of Behavioral Health, herein referred to as "County".

Services described below shall be performed for the purposes of reducing the number of incompetent to stand trial (IST) individuals committed to the State of California, Department of State Hospitals (DSH) as well as implement CARE court and CalAIM.

Project shall coordinate, participate, facilitate, and actively utilize the collaborative community stakeholder workgroup to develop and implement local solutions that reduce the number of individuals with serious mental illness arrested and incarcerated for behavior connected to their illness and local solutions that target the reduction of Felony IST commitments overall within the county, as well as look to the development of CARE court and CalAIM in Nevada County.

Project will leverage the existing multi-year partnership with the Stepping Up Workgroup to update analysis that includes a more targeted approach for IST reduction strategies. It will also leverage working group around CARE court and CalAIM. This will leverage quantitative data from the jail, behavioral health, courts, and probation as a starting point.

Task 1: Coordinate, Participate, and Facilitate Collaborative Community Stakeholder Workgroup

- a) Coordinate meetings with the workgroup as often as necessary, holding a minimum of one substantive quarterly meeting.
- b) Work with the collaborative community stakeholder workgroup to establish norms and processes to obtain concurrence and resolve disputes while developing, prioritizing, and implementing possible solutions.
- c) Organize collaborative meetings to look at shared goals and capacity to find alternatives to the current IST process.
- d) Coordinate and communicate with existing workgroups and leadership bodies to connect efforts in a meaningful and effective way.
- e) Create and pilot alternative program and process improvement methods.
- f) Monitor progress on strategies to reduce IST and on case review of individual found IST.
- g) Meet regularly with BH team to plan the Stepping up group work and design strategic initiatives for the future
- h) Ensure all requirements from DSH for this funding are met, including any needed reports are completed
- i) CARE Court: Assist BH with convening a planning group (possibly the same group as Stepping Up)
- j) Assist planning group with designing a work flow for CARE court
- k) Support the CARE Court group in developing needed policies and processes for care court implementation – including any plans required by the state
- l) Provide support to CalAIM Workgroup in developing a strategic and operational plan across pre-release planning, re-entry, and Behavioral Health Linkage
- m) Develop Path Round 3 Justice-Involved Implementation Plans for Behavioral health and Sheriff/Jail, along with budget estimates.

Task 2: Data Analysis and Capacity Building

- a) Update datasets and merge information across data systems from the jail, probation, custody health, behavioral health, crisis response as well as programs such as specialty courts and IST referrals and placements.
- b) Integrate new program data as requested and feasible to system maps or inventories, such as filings and court hearings, other court based programs, crisis response, housing/homelessness, and pretrial services.
- c) Support the development of the CalAIM justice involved work related to data governance efforts by building use cases for justice and health integration as needed, as well as supporting efforts to build data governance strategies and integration approaches.
- d) Create a robust central tracking mechanism for people who have cases that are 1368 (doubt in competency) or 1370 (found incompetent) and develop active tracking systems to ensure the COUNTY can monitor IST trends as it pertains to the newly enacted growth cap on annual referrals that DSH.
- e) Author report on the overlapping impacts of different court reforms and programs in the county if funds available.
- f) Support BH with analysis of likely volume of participants and expected fiscal and staffing impact of CARE court.
- g) Develop estimates of pre-release populations served by Behavioral health and Managed Care plans as well as post-release services

EXHIBIT “B”
SCHEDULE OF CHARGES AND PAYMENTS
RESOURCE DEVELOPMENT ASSOCIATES, INC.

County shall pay to Contractor a maximum not to exceed \$125,500 for the entire contract term of July 1, 2023 through June 30, 2024 for satisfactory performance of services in accordance with Exhibit “A”.

As compensation for services rendered to County, Contractor shall be reimbursed for actual salary/benefits and project costs incurred in carrying out the terms of the contract. Contractor shall bill County monthly, and each invoice shall state the amount of personnel hours/benefits and reimbursement expenses being claimed by funding source. Contractor agrees to be responsible for the validity of all invoices.

The project maximum is based on the following estimated project budget:

Position	Rate	Amount	Total
Associate – Data analysis Support or Writing Support	\$75	400	\$30,000
Senior Consultant – Project Director	\$150	27	\$64,000
Travel-6 trips to Nevada County(hotel+meals+transport)	\$1,000	6	\$6,000
CalAIM Amendment- Data analysis Support or Writing Support	75	100	\$7,500
CalAIM Amendment- – Project Director	150	100	\$15,000
Travel-3 trips to Nevada County(hotel+meals+transport)	\$1000	3	\$3,000

Rates are inclusive of all software, business expenses, including personnel, and administrative costs that will be incurred over the course of the proposed project. Mileage reimbursement rate will not exceed the current IRS allowable rate.

The hours and level of effort proposed above for staff are estimates. However, the project will not exceed the agreed-upon budget without prior discussion and authorization.

BILLING AND PAYMENT:

Should modification to or changes to the budget line items be needed, a written request for modification shall be submitted for approval to the Director and or his/her designee. County at its sole discretion shall determine if the change will continue to meet the contract objectives and approve or deny the request.

County shall review the billing and notify the Contractor within fifteen (15) working days if an individual item or group of costs is being questioned. Contractor has the option of delaying the entire claim pending resolution of the cost(s). Payments of approved billing shall be made within thirty (30) days of receipt of a complete, correct, and approved billing.

To expedite payment, Contractor shall reference the Resolution Number assigned to their Contract on their invoice.

Contractor shall submit invoices for services to:

HHSA Administration
Attn: BH Fiscal
950 Maidu Avenue
Nevada City, CA 95959

Or via email:

Bh.fiscal@nevadacountyca.gov

Cc to contract manager on summary page of contract