



RESOLUTION No. 23-033

OF THE BOARD OF SUPERVISORS OF THE COUNTY OF NEVADA

RESOLUTION APPROVING EXECUTION OF AMENDMENT NO. 2 TO THE PROFESSIONAL SERVICES CONTRACT WITH RESOURCE DEVELOPMENT ASSOCIATES, INC. FOR THE PROVISION OF CONSULTING SERVICES TO INCREASE THE MAXIMUM CONTRACT PRICE FROM \$162,150 TO \$399,970 (AN INCREASE OF \$237,820), REVISE EXHIBIT "A", SCHEDULE OF SERVICES TO REFLECT EXPANDED SERVICES AND REVISE EXHIBIT "B", SCHEDULE OF CHARGES AND PAYMENTS AS APPROPRIATE (PESP4452) (RES 22-396)

WHEREAS, on May 10, 2022, the Nevada County Purchasing Agent approved a contract with Resource Development Associates, Inc. per Purchase Order Number PESP4452 for consulting services to increase the department's administrative capacity, including project management, strategy and organizational consultation, research, communications, and community input processes, which was amended on July 26, 2022 per Resolution 22-396; and

WHEREAS, Resource Development Associates, Inc. (RDA) is a consulting firm assisting the Nevada County Behavioral Health Department and Health and Human Services Agency with the implementation of CalAIM requirements; and

WHEREAS, RDA provides a variety of consulting services to increase the County's administrative capacity through an array of services including project management, strategic consultation, research, communications, and program implementation support; and

WHEREAS, the parties desire to amend their agreement to increase the maximum contract price from \$162,150 to \$399,970 (an increase of \$237,820), revise Exhibit "A", Schedule of Services to reflect expanded consultation services to include support across the Health and Human Services Agency and revise Exhibit "B", Schedule of Charges and Payments to reflect the expanded scope and extended term.

NOW, THEREFORE, BE IT HEREBY RESOLVED by the Board of Supervisors of the County of Nevada, State of California that the Amendment No. 2 to the Professional Services Contract by and between the County and Resource Development Associates, Inc. for consulting services for the term of January 1, 2022 through June 30, 2024 in the amount of \$399,970, be and is hereby approved in substantially the form attached hereto, 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.

Funds to be disbursed from account: 1589-40103-493-1000/521520; 1589-50101-491-2000/521520

PASSED AND ADOPTED by the Board of Supervisors of the County of Nevada at a regular meeting of said Board, held on the 24th day of January, 2023, by the following vote of said Board:

Ayes: Supervisors Heidi Hall, Edward C. Scofield, Lisa Swarhout,
Susan Hoek and Hardy Bullock.
Noes: None.
Absent: None.
Abstain: None.

ATTEST:

JULIE PATTERSON HUNTER
Clerk of the Board of Supervisors

By: 


Edward C. Scofield, Chair

1/24/2023 cc: HHSA*
AC* (Hold)

1/30/2023 cc: HHSA*
AC*(Release)
RDA, Inc. *

AMENDMENT NO. 2 TO THE CONTRACT WITH RESOURCE DEVELOPMENT ASSOCIATES, INC. (PESP4452)(RES 22-396)

THIS AMENDMENT is executed this 24th day of January 2023, by and between RESOURCE DEVELOPMENT ASSOCIATES, 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 May 10, 2022 per Purchase Order No. PESP4452 as amended on July 26, 2022 by Resolution 22-396; and

WHEREAS, the Contractor assists the Behavioral Health Department through the CalAIM initiative by providing a variety of consulting services to increase the department’s administrative capacity, including project management, strategy and organizational consultation, research, communications, and community input processes; and

WHEREAS, the parties desire to amend their Agreement to increase the maximum contract price from \$162,150 to \$399,970 (an increase of \$237,820), revise Exhibit “A”, Schedule of Services to reflect expanded consultation services to include support across the Health and Human Services Agency, revise Exhibit “B”, Schedule of Charges and Payments to reflect the expanded scope and extended term and include the now needed Exhibit E Schedule of HIPAA Provisions for Business Associates.

NOW, THEREFORE, the parties hereto agree as follows:

1. That Amendment #2 shall be effective as of January 1, 2023.
2. That Maximum Contract Price, shall be amended to the following: \$399,970
3. That the Contract Termination Date is amended to the following: June 30, 2024.
4. That the Schedule of Services, Exhibit “A” is amended to the revised Exhibit “A” attached hereto and incorporated herein.
5. That the Schedule of Charges and Payments, Exhibit “B” is amended to the revised Exhibit “B” attached hereto and incorporated herein.
6. That the Schedule of HIPAA Provisions for Business Associates Agreement, Exhibit “E” is added and attached hereto and incorporated herein.
7. 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: Ed Scofield
Ed Scofield [Jan 24, 2023 12:30 PM]
Ed Scofield
Chair of the Board of Supervisors

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

CONTRACTOR:

By: Amber Ely
Resource Development Associates,
Inc. 330 Franklin St. Suite 400
Oakland, CA 94607

EXHIBIT "A"
SCHEDULE OF SERVICES
RESOURCE DEVELOPMENT ASSOCIATES, INC.

RDA Consulting, herein referred to as "Contractor", shall provide consultation and analysis services for the Nevada County Health and Human Services Agency & Department of Behavioral Health, herein referred to as "County".

Background

RDA Consulting (RDA) is an Oakland-based, mission-driven consulting firm dedicated to working toward a just and equitable society by partnering with diverse stakeholders in addressing barriers to individual, organizational, and community well-being. Founded in 1984 as a grant writing firm, RDA has evolved into a full-service consultancy providing an integrated approach to grant writing, organizational development and training, research and evaluation, assessment and planning, and data system development. RDA delivers these services to clients and communities across vital intersecting health and human service sectors, including child and family welfare, adult education and workforce development, homelessness and housing, public and behavioral health, adult and juvenile justice, violence prevention and public safety, transportation, and education.

Nevada County Health and Human Services Agency (HHSA) and the **Nevada County Behavioral Health Department (BH)** are preparing for the implementation of numerous changes in the Medi-Cal system. Known as CalAIM, this initiative will change how the Behavioral Health Department documents and bills for services provided under Medi-Cal, as well as provide for new opportunities to better serve high risk individuals covered by Medi-Cal across multiple HHSA departments. Preparing for CalAIM will entail changes in fiscal practices, electronic health record design and contracting processes, as well as creating new services and programs.

RDA will assist HHSA departments, with specific focus on BH, through this significant initiative by providing a variety of consulting services to increase the agency's administrative capacity, including project management, strategy and organizational consultation, research, and communications. This work will be broken down into two strands; 1) Overarching CalAIM services through HHSA and 2) services specific to BH.

Contractor shall Provide the following Services specifically HHSA:

- **Phase 1: Provide HHSA meeting preparation, facilitation, and follow up notes/ action items** for:
 - Facilitate Monthly Interdepartmental CalAIM Strategy meeting
 - Review upcoming initiatives, funding streams, and approaches with core HHS departments.
 - Send agenda in advance, send follow up items.
 - Support Managed Care Plan Steering Committee Meetings
 - Quarterly overview of key CalAIM initiatives, what is coming down the pipeline, collaboration needed with Managed Care Plans, and strategic planning on how to meet state requirements.
 - Track and follow up on meeting tasks.

- **Phase 2: Provide HHSA CalAIM Guidance & Milestone Tracking, strategy & consultation:**
 - Map key deliverables, milestones, and external deadlines for CalAIM.

- Share relevant information being provided by the state through webinars, informational notices, etc. Attend and report back on webinars as directed by the County and read and provide summaries of other CalAIM guidance
- **Phase 3: Support HHSA implementation of CalAIM programming in Nevada County:**
 - Research best practices to gain expertise in where CalAIM intersects relevant HHSA departments, such as data exchange.
 - Share practices and information from other County's.
 - Bring back information to the monthly interdepartmental CalAIM meeting.
 - Provide strategic and technical assistance to support CalAIM implementation activities.
 - *New and additional workflows and projects not specifically named in this contract amendment may be subject to a rescoping of the budget depending on scale and need and will be negotiated between HHSA and RDA.*
- **Phase 4: Provide HHSA Project Management services for the CalAIM initiative in Nevada County, which will include:**
 - To include internal RDA meetings, RDA meetings between PM and point of contact at HHSA, billing, and contracting and amendments.

HHSA CalAIM Support Table of Services

Phases	Activities
Phase 1: HHSA Meeting Facilitation/ agenda preparation	<ul style="list-style-type: none"> ● Facilitate Monthly Inter-Departmental meeting/ communication ● Support Managed Care Plan Steering Committee Meetings ● Task tracking
Phase 2: HHSA CalAIM Guidance & Milestone Tracking	<ul style="list-style-type: none"> ● Stay up to date on relevant communication from the State regarding CalAIM ● Attend and report back on webinars, read informational notices (as requested) ● Track relevant milestones
Phase 3: HHSA CalAIM Implementation	<ul style="list-style-type: none"> ● Best Practice Research to support departments in navigating CalAIM initiatives. ● Strategic & Technical Support on CalAIM Implementation
Phase 4: HHSA Project Management	<ul style="list-style-type: none"> ● Project management & internal Meetings ● Client Communications

Contractor shall Provide the following Services specifically to the Behavioral Health Department(NCBH or BH):

The work has been modified from the original contract to clearly define which elements of CalAIM are held by HHSA and which are held by BH.

- **Phase 1: Provide Behavioral Health Meeting preparation, facilitation, and follow up** for:
 - Facilitate Weekly BH CalAIM internal meeting
 - Facilitate Weekly ECM program implementation meetings (as long as needed).
 - Ex: weekly implementation meetings with CalAIM implementation team and implementation work sessions with ECM Program Manager
 - Support meetings with Managed Care Plan(MCP) partners, as needed, tracking communication, setting agendas for, and attending meetings. (preparation and communication).
 - Communication management with MCPs
 - Navigating transition to new MCP in 2024
 - Tracking of tasks from meetings into a shared repository.

- **Phase 2: Provide Behavioral Health CalAIM Guidance & Milestone Tracking, strategy & consultation:**
 - Mapping out key deliverables, milestones, and external deadlines for CalAIM initiatives that intersect Behavioral Health.
 - As requested, attend relevant webinars, read informational notices and review guidance documents, websites and materials.
 - Use the weekly internal meeting to relay information back to NCBH staff providing written summaries as needed.

- **Phase 3: Support Behavioral Health implementation of CalAIM programming in Nevada County:**
 - Share best practices and information from other counties that are relevant to improving and informing BH related CalAIM initiatives.
 - Tracking and supporting relevant deliverables for Enhanced Care Management Implementation(ECM) & potential Community Supports (CS) Implementation
 - Supporting and writing user guides and workflows for program implementation
 - Support writing funding applications for Incentive Payment Plan (IPP) and PATH
 - *New and additional workflows and projects not specifically named in this contract amendment may be subject to a rescoping of the budget depending on scale and need and will be negotiated between BH and RDA.*

- **Phase 4: Provide Project Management services for Behavioral Health specific initiatives within CalAIM; which will include:**
 - To include internal RDA meetings on BH subject matter, RDA meetings between PM and point of contact at NCBH and the internal management of the team and project.

Behavioral Health Department CalAIM Support Table

Phases	Activities
Phase 1: BH Meeting Facilitation/ Agenda Preparation	<ul style="list-style-type: none"> ● Facilitate Weekly CalAIM meeting ● Facilitate Weekly ECM Implementation meetings (as long as relevant) ● Support Monthly Managed Care Plan meetings (only agenda preparation) <ul style="list-style-type: none"> ○ Navigating transition to new MCP in 2024 ● Task Tracking
Phase 2: BH CalAIM Guidance & Milestone Tracking	<ul style="list-style-type: none"> ● Stay up to date on relevant communication from the State regarding BHQIP & ECM ● Attend and report back on webinars, read informational notices (as requested)
Phase 3: BH CalAIM Implementation	<ul style="list-style-type: none"> ● Tracking of implementation timelines and activities related to Behavioral Health ● Supporting program design with workflows, policies and procedures, and programmatic materials for employees ● Supporting future funding applications for IPP & PATH ● Communications with Managed Care Plans
Phase 4: BH Project Management	<ul style="list-style-type: none"> ● Project management ● Project Oversight ● Internal communications ● Client Communications

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

County shall pay to Contractor a maximum not to exceed \$399,970 for the entire contract term, for satisfactory performance of services in accordance with Exhibit “A”.

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

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

HHSA CalAIM Planning Support (*New Funding*)
January 2023-June 2024

Position	Hourly Rate	Hours	Total
Associate – Project Assistant	\$140	101	\$14,140
Consultant - Project Team Member	\$165	188	\$31,020
Senior Consultant – Project Manager	\$190	179	\$34,010
Sr. Director – Project Director	\$275	18	\$4,950
Total		486	\$84,120

BH CalAIM Planning Support (*Additional BH Funding*)
January 2023-June 2024

Position	Hourly Rate	Hours	Total
Associate – Project Assistant	\$140	206	\$28,840
Consultant - Project Team Member	\$165	330	\$54,450
Senior Consultant – Project Manager	\$190	359	\$68,210
Sr. Director – Project Director	\$275	8	\$2,200
Total		903	\$153,700

Total CalAIM Planning Support

		HHSa CalAIM January 2023-June 2024		BH CalAIM Planning Support January 2022-June 2024		Grand Total	
Position	Hourly Rate	Hours	Total	Hours	Total	Hours	Dollars
Associate – Project Assistant	\$ 140	101	\$ 14,140	336	\$ 47,040	437	\$ 61,180
Consultant - Project Team Member	\$ 165	188	\$ 31,020	580	\$ 95,700	768	\$ 126,720
Senior Consultant – Project Manager	\$ 190	179	\$ 34,010	859	\$163,210	1,038	\$ 197,220
Sr. Director – Project Director	\$ 275	18	\$ 4,950	36	\$ 9,900	54	\$ 14,850
Total		486	\$ 84,120	1,811	\$315,850	2,297	\$399,970

RDA rates are inclusive of all usual business expenses, including personnel, customary overhead, and administrative costs that will be incurred over the course of the proposed project. Unusual expenses including participation incentives and travel costs may be negotiated separately. At the point at which meetings can be held in person, RDA will bill one half of any travel time related to project activities. Mileage reimbursement rate will not exceed the current IRS allowable rate.

The hours and level of effort proposed above for staff are estimates. A list of all RDA team positions and their fully loaded hourly rates are presented below in the event that additional staff roles are called upon to meet emerging needs. However, the project will not exceed the agreed-upon budget without prior discussion and authorization.

Position	2022 Rates
CEO	\$300
Senior Director	\$275
Consulting Director	\$250
Associate Director	\$235
Consulting Manager	\$220
Senior Consultant	\$190
Consultant	\$165
Associate	\$140
Consulting Assistant	\$110

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:

Via mail:

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

Or via email:

BH.Fiscal@nevadacountyca.gov (for BH specific project invoicing)
Andrea.Lehmkuhl@nevadacountyca.gov (for HHSA specific project invoicing)

EXHIBIT "E"
SCHEDULE OF HIPAA PROVISIONS
FOR BUSINESS ASSOCIATES

HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT (HIPAA)
BUSINESS ASSOCIATE AGREEMENT

Contractor acknowledges that it is a "Business Associate" for purposes of this Contract and of the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") and The Health Information Technology for Economic and Clinical Health Act of 2009 ("HITECH") per 45 CFR §160.103 and therefore is directly subject to the HIPAA Security Rule, Privacy Rule and Enforcement Rule, including its civil and criminal penalties and shall implement its standards.

Regarding the Use and Disclosure of Protected Health Information:

1. Except as otherwise limited in this Contract, Contractor may use or disclose Protected Health Information ("PHI") to perform functions, activities, or services for, or on behalf of, County as specified in this contract, provided that such use or disclosure would not violate the Privacy Rule if done by County and is in accordance with the "minimum necessary" policies and procedures of County (see NCPP 200 – Use and Disclosure Policy).
2. Except as otherwise limited in this Contract, Contractor may use PHI for the proper management and administration of Contractor or to carry out the legal responsibilities of Contractor provided that the disclosure is required by law or Contractor obtains reasonable assurances from the person to whom the information is disclosed that it will be held confidentially and used or further disclosed only as required by law or for the purpose for which Contractor disclosed it to the person. And, Contractor shall also ensure that the person notifies Contractor of any instances of which it is aware in which the confidentiality of the information has been breached.
3. Contractor shall not use or further disclose the PHI it creates, receives, maintains or transmits on behalf of County for any purpose other than as permitted or required by this Contract or as required by law.
4. Contractor shall make available PHI to the individual for which it pertains in accordance to applicable law including 45 CFR §164.524
5. Contractor shall make available PHI for amendment and incorporate any amendments to PHI records in accordance with 45 CFR §164.526.
6. Contractor shall track disclosures and make available the information required to provide an accounting of disclosures if requested by the individual or County in accordance with 45 CFR §164.528.
7. To the extent Contractor is to carry out County's obligations under the Privacy Rule, Contractor agrees to comply with the requirements of the Privacy Rule that apply to County in the performance of such obligations.

Contractor agrees to:

8. Protect the privacy and provide for the security of PHI and electronic Protected Health Information (“ePHI”) created, received, maintained or transmitted by Contractor pursuant to this Contract in accordance with HIPAA, HITECH and regulations promulgated thereunder by the U.S. Department of Health and Human Services (the HIPAA Regulations) and other applicable laws.
9. Develop and maintain a written information privacy and security program that includes administrative, physical and technical safeguards appropriate to the size and complexity of Contractor’s operations and the nature and scope of its activities. Contractor will provide County with information concerning such safeguards as County may reasonably request from time to time.
10. Comply with County policies and procedures related to obtaining, using, disclosing, creating, maintaining and transmitting PHI and ePHI as it relates to this Contract.
11. Ensure sufficient training and utilize reasonable measures to ensure compliance with requirements of this agreement by Contractor’s workforce members who use or disclose PHI (in any form) to assist in the performance of functions or activities under this Contract; and discipline such employees who intentionally violate any provisions of this Contract, including termination of employment. Workforce member training shall be documented and such documents retained for the period of this Contract and made available to County for inspection if requested.
12. Ensure that any subcontractors or agents agree to comply with the same restrictions, conditions and terms that apply to Contractor with respect to this Contract and with applicable requirements of HIPAA and HITECH by entering into a written contract including permissible uses and disclosures and provisions where the subcontractor or agent agrees to implement reasonable and appropriate security measures to protect the information (PHI or ePHI) it creates, receives, maintains or transmits on behalf of Contractor or County with respect to this Contract.
13. Report to County any security incident or any unauthorized use or disclosure of PHI (in any form). Security incidents include attempted or successful unauthorized access, use, disclosure, modification, or destruction of information or interference with system operations in an information system and includes breaches of unsecured protected health information as required by 45 CFR §164.410. Contractor shall make this report by the next business day following discovery of the use, disclosure, or security incident. Any unauthorized use or disclosure or security incident shall be treated as discovered by Contractor on the first day on which such use or disclosure or security incident is known to Contractor, including any person, other than the individual committing the unauthorized use or disclosure or security incident, that is an employee, officer or other agent of Contractor, or who should reasonably have known such unauthorized activities occurred.
14. Contractor will comply with all applicable breach notification requirements including notifications to the individual/s whose PHI is the subject of a breach, as provided under the HIPAA and HITECH Acts. Contractor shall take prompt corrective action to cure any breach or action pertaining to the unauthorized disclosure of PHI or ePHI.
15. Make Contractor’s internal practices, books, and records relating to the use and disclosure of PHI received from, or created or received by Contractor on behalf of County available to County upon request. In addition, Contractor will make these items available to the Secretary of the United States Health and Human Services for purposes of determining County’s or Contractor’s compliance with HIPAA and its implementing regulations (in all

- events Contractor shall immediately notify County of any such request, and shall provide County with copies of any such materials).
16. Contractor agrees that this Contract may be amended from time to time by County if and to the extent required by the provision of 42 U.S.C. § 1171, et seq., enacted by HIPAA and regulations promulgated thereunder, in order to assure that this Contract is consistent therewith.
 17. Contractor acknowledges that a violation of the terms of this exhibit would constitute a material breach of this Contract.
 18. At termination of this Contract, if feasible, Contractor agrees to return or destroy all PHI received from, or created or received by Contractor on behalf of County that Contractor still maintains in any form and retain no copies of such information or, if such return or destruction is not feasible, extend the protections of this Contract to the information and limit further uses and disclosures to those purposes that make the return or destruction of the information infeasible.