

**FIRST AMENDMENT TO  
AGREEMENT FOR CONSULTANT SERVICES  
BETWEEN  
THE CITY OF SAN JOSE  
AND  
NATIONAL COUNCIL FOR BEHAVIORAL HEALTH  
DBA NATIONAL COUNCIL FOR MENTAL WELLBEING**

This FIRST AMENDMENT TO AGREEMENT is entered into this 22nd day of January, 2022, by the CITY OF SAN JOSE (“CITY”), a municipal corporation, and NATIONAL COUNCIL FOR BEHAVIORAL HEALTH, a District of Columbia nonprofit corporation doing business as NATIONAL COUNCIL FOR MENTAL WELLBEING (hereinafter, “CONSULTANT”).

**RECITALS**

**WHEREAS**, on February 25, 2021, CITY and CONSULTANT entered into an agreement entitled “Agreement for Consultant Services Between the City of San José and the National Council for Behavioral Health (“AGREEMENT”); and

**WHEREAS**, on May 6, 2021 the National Council for Behavioral Health began doing business as National Council for Mental Wellbeing; and

**WHEREAS**, CITY and CONSULTANT desire to amend the AGREEMENT to extend the term through December 31, 2023 and modify the scope of services;

**NOW, THEREFORE**, the parties agree to amend the AGREEMENT as follows:

**SECTION 1.** SECTION 2, “TERM OF AGREEMENT”, is amended to read as follows:

“The term of this AGREEMENT shall be from the date of execution to December 31, 2023, inclusive, subject to the provisions of SECTION 11 of this AGREEMENT.”

**SECTION 2.** EXHIBIT A, “SCOPE OF SERVICES”, is amended to read as shown in REVISED EXHIBIT A, attached and incorporated into this First Amendment.

**SECTION 3.** EXHIBIT B, “SCHEDULE OF PERFORMANCE”, is amended to read as shown in REVISED EXHIBIT B, attached and incorporated into this First Amendment.

**SECTION 4.** EXHIBIT C, “COMPENSATION” is amended to read as shown in REVISED EXHIBIT C, attached and incorporated into this First Amendment.

**SECTION 5.** All the terms and conditions of the original AGREEMENT not specifically modified by this First Amendment shall remain in full force and effect.

**SECTION 6.** Use of Electronic Signatures: Unless otherwise prohibited by law or CITY policy, the parties agree that an electronic copy of a signed contract, or an electronically signed contract, has the same force and legal effect as a contract executed with an original ink signature. The term “electronic copy of a signed contract” refers to a writing as set forth in Evidence Code Section 1550. The term “electronically signed contract” means a contract that is executed by applying an electronic signature using technology approved by the CITY.

WITNESS THE EXECUTION HEREOF on the day and year first written above.

“CITY”

APPROVED AS TO FORM:

CITY OF SAN JOSE, a municipal  
corpor

× Neelam Naidu  
Neelam Naidu (1/14/2022)  
Email: neelam.naidu@sanjoseca.gov

NEELAM NAIDU  
Sr. Deputy City Attorney

Sarah Zarate  
Email: sarah.zarate@sanjoseca.gov  
By SARAH ZARATE  
Director

NATIONAL COUNCIL FOR BEHAVIORAL  
HEALTH, a District of Columbia nonprofit  
corporation doing business as NATIONAL  
COUNCIL FOR MENTAL WELLBEING  
“CONSULTANT”

× Jeannie Campbell  
jeanniec@thenationalcouncil.org (1/13/2022)  
Email: jeanniec@thenationalcouncil.org  
By JEANNIE CAMPBELL  
Executive Vice President

**REVISED EXHIBIT A**  
**SCOPE OF SERVICES**

A. The CONSULTANT shall provide services and deliverables:

**Phase 1: Planning and Preparation**

1. Meet with the City of San José leads of this initiative to plan for City-wide implementation during three monthly calls. Topics may include logistics of the subsequent deliverables, strategic planning, and Trauma and Trauma Informed, Resilience-Oriented Care (“TIROC”) related concepts and practices.
2. Develop and deliver an eight-hour interactive TIROC training for up to 200 participants in more than one sitting. This training will serve as a recruiting tool to identify which departments will participate in the Phase 2 Learning Community.

Topics will include:

- Understanding Trauma
  - Historical and intergenerational trauma
  - Trauma and addictions
  - Resiliency and healing from trauma
  - Compassion fatigue and secondary traumatic stress in the workforce
  - Trauma-informed, resilience-oriented approaches for daily work
3. Support the leads of this initiative to develop and execute a recruitment plan for department participation in the Learning Community and leadership cohort through three monthly calls.
  4. Provide two (2) webinars on trauma informed care topics of the City’s choice.

**Phase 2: Multi-Department Learning Community**

1. Upon identification of departments to participate in the Phase 2 Learning Community, CONSULTANT will provide coaching on this framework to the leadership of each participating department and City Management. This 6-month cohort will participate in:
  - A 4-part virtual trauma-informed, resilience-oriented leadership training to the identified cohort within the City’s leadership
  - Five specialized cohort calls for further discussion and coaching on National Council’s TIROC Leadership Framework.

2. Conduct a Kickoff meeting that provides the Core Implementation Teams (CITs) at each site with the foundation for the work ahead. Topics of focus include the Seven Domains of TIROC Care, critical elements of the change process including visioning and communicating for buy-in, tools for organizational assessment and monitoring progress and consultation logistics. Each site within the Learning Community will form its own CIT.
3. Conduct a one-day Midyear meeting that provides the CITs the opportunity to report on their progress and to discuss challenges and barriers. Work focuses on the Seven Domains, change management, sustainability of the initiative and topics identified by the CITs.
4. Conduct a Summit meeting that focuses on sharing the year's accomplishments, exploring implementation and domain challenges, sustaining the momentum and planning next steps. National Council faculty will meet with the CITs and develop a sustainability plan.
5. Provide three individual coaching calls to each CIT. These calls are structured to provide guidance and resources to support the process of advancing trauma-informed, resilience-oriented practices throughout the organization, including accomplishments, exploring implementation and domain challenges, sustaining the momentum, and planning next steps.
6. Conduct cohort calls. Cohorts are made of teams that share a practice coach from the National Council. Each team participates in two cohort calls with their fellow teams to share information and explore shared challenges and celebrate successes.
7. Conduct monthly department coordinating calls. One representative from each participating department will meet to coordinate efforts across the city. National Council faculty will facilitate each call to ensure TIROC implementation is scaling adequately across departments, address any challenges, and continue TIROC leadership coaching.
8. Provide access to the National Council Trauma-informed, resilience-oriented listserv which is made up of over 3,000 National Council TIROC Community members who have been through the process or are active in a current TIROC Learning Community or TIROC Consultation.
9. Provide access to the National Council Trauma-informed, resilience-oriented website.
10. Provide access to numerous tools to assist with the work described in this AGREEMENT throughout the life of this AGREEMENT.

11. Provide a recorded webinar series focused on all seven Domains and other specialty topics of interest during the project described within this AGREEMENT.

B. The City shall provide the following to the CONSULTANT:

1. Identify a point of contact for each department and a singular convener that will coordinate logistics between the department locations and the National Council
2. Prompt each location to create a core implementation team to include:
  - a. One person from Executive Leadership or with direct access to administration
  - b. Three to four staff members (management and workers)
  - c. Representative from human resources
  - d. One to two consumers of the organization's services
  - e. One person identified to collect, analyze and disseminate data
3. Ensure the core implementation teams meet at least monthly for 1.5 – 2 hours
4. Participate in all data collection activities, including but not limited to the Organizational Self-Assessment, Performance Monitoring Tool. Participate in all virtual meetings, face-to-face meetings, and coaching calls
5. Provide National Council with all pertinent information regarding logistics, planning and stakeholders
6. Ensure each participant has a computer with a webcam and stable internet connection to participate in virtual events.

C. The CONSULTANT shall provide the following additional services and deliverables, beginning January 10, 2022:

1. Deliver an additional Adverse Childhood Experiences (“ACEs”) training for up to 200 participants in three 2-hour sessions. This training will serve as a recruiting tool to identify which 5-6 departments will participate in an additional Phase 2 Learning Community. Topics will include:
  - Understanding Trauma
  - Historical and intergenerational trauma
  - Trauma and addictions
  - Resiliency and healing from trauma
  - Compassion fatigue and secondary traumatic stress in the workforce
  - Trauma-informed, resilience-oriented approaches for daily work
2. Upon identification of departments to participate in the additional Phase 2 Learning Community, CONSULTANT will provide coaching on this framework to the leadership of each participating department and City Management. This 6-month cohort will participate in:

- A 3-part virtual trauma-informed, resilience-oriented leadership training to the identified cohort within the City's leadership
  - Five specialized cohort calls for further discussion and coaching on National Council's TIROC Leadership Framework.
3. Conduct a Kickoff meeting that provides the new Core Implementation Teams (CITs) at each site with the foundation for the work ahead. Topics of focus include the Seven Domains of TIROC Care, critical elements of the change process including visioning and communicating for buy-in, tools for organizational assessment and monitoring progress and consultation logistics. Each site within the Learning Community will form its own CIT.
  4. Conduct a one-day Midyear meeting that provides the CITs the opportunity to report on their progress and to discuss challenges and barriers. Work focuses on the Seven Domains, change management, sustainability of the initiative and topics identified by the CITs.
  5. Conduct a Summit meeting that focuses on sharing the year's accomplishments, exploring implementation and domain challenges, sustaining the momentum and planning next steps. National Council faculty will meet with the CITs and develop a sustainability plan.
  6. Provide three individual coaching call to each CIT. These calls are structured to provide guidance and resources to support the process of advancing trauma-informed, resilience-oriented practices throughout the organization, including accomplishments, exploring implementation and domain challenges, sustaining the momentum, and planning next steps.
  7. Conduct cohort calls. Cohorts are made of teams that share a practice coach from the National Council. Each team participates in two cohort calls with their fellow teams to share information and explore shared challenges and celebrate successes.
  8. Conduct monthly department coordinating calls. One representative from each participating department will meet to coordinate efforts across the city. National Council faculty will facilitate each call to ensure TIROC implementation is scaling adequately across departments, address any challenges, and continue TIROC leadership coaching.
  9. Provide access to the National Council Trauma-informed, resilience-oriented listserv which is made up of over 3,000 National Council TIROC Community members who have been through the process or are active in a current TIROC Learning Community or TIROC Consultation.
  10. Provide access to the National Council Trauma-informed, resilience-oriented website.

11. Provide access to numerous tools to assist with the work described in this AGREEMENT throughout the life of this AGREEMENT.
12. Provide a recorded webinar series focused on all seven Domains and other specialty topics of interest during the project described within this AGREEMENT.

**REVISED EXHIBIT B**  
**SCHEDULE OF PERFORMANCE**

The term of the AGREEMENT covering this Schedule of Performance is from March 1, 2021 through December 31, 2023.

In addition to requirements described in REVISED EXHIBIT A, SCOPE OF SERVICES, CONSULTANT shall adhere to the schedule listed in the tables below.

All dates are subject to review by CITY and can be revised as deemed appropriate by the Director of Human Resources, or designee.

<b>Deliverable</b>	<b>Deliverable Date</b>
Meet with leads and kickoff Phase 1	March 1, 2021
Develop and deliver training to leadership cohort	April 30, 2021
Conduct three monthly calls to support recruitment plan for department participation	April 30, 2021
Conduct 4-part virtual trauma-informed, resilience-oriented leadership training to the identified cohort within the City's leadership and five specialized cohort calls for further discussion and coaching.	July through December, 2021
Conduct kickoff meeting for Phase 2	July 1, 2021
Conduct Midyear meeting	December 1, 2021
Conduct Summit meeting	July 1, 2022

CONSULTANT shall commence the additional services described in REVISED EXHIBIT A, Section C, on January 10, 2022, in accordance with the following schedule:

<b>Deliverable</b>	<b>Deliverable Date</b>
Conduct ACEs trainings (3-2-hour sessions)	January 19 - February 4, 2022
Conduct kickoff meeting for Phase 2	March 1, 2022
Conduct Midyear meeting	September 1, 2022
Conduct Summit meeting	March 1, 2023

**REVISED EXHIBIT C**  
**COMPENSATION**

The compensation to be paid to CONSULTANT for professional services shall not exceed One Hundred and Twenty Thousand Dollars (\$120,000). Any hours worked for which payment would result in a total exceeding the maximum amount of compensation set forth herein shall be at no cost to CITY.

CITY agrees to compensate CONSULTANT according to the following rates:

Phase Number	Task	Fixed Fee Amount
1	Kick Off Meeting Conducted	\$4,000
1	Completion of Phase 1 Deliverables	\$4,000
2	One (1) department/team cohort	\$32,000
2	Two (2) departments/team cohort	\$33,500
2	Three (3) departments/team cohort	\$35,000
2	Four (4) departments/team cohort	\$36,500
2	Five (5) departments/team cohort	\$38,000
2	Additional cohort of up to 10 teams	\$61,500

If CITY decides to begin a second cohort after the start of the first cohort, CONSULTANT will start a new separate cohort at the price indicated below:

- ACEs trainings (3 full days broken down into 3 2-hour days) - \$10,000
- Learning Community for either:
  - 5 teams - \$38,000
  - 6 teams - \$39,500
- 2 1-hour long webinars - \$3,000

Total: \$51,000 (5 teams) or \$52,500 (6 teams)

In addition, CITY agrees to compensate CONSULTANT at the hourly rate of \$300 for professional services performed in accordance with the terms and conditions of this AGREEMENT, not to exceed one hundred (100) hours, for work requested in writing and approved in writing by the Assistant Director of Human Resources.

At the onset of Phase 2, the total cost of the initial cohort, once specified, shall be evenly distributed over a 12-month period, and billed accordingly. Any additional pre-approved hours worked shall also be added on top of the monthly bill and invoiced to the City. Invoices will be submitted monthly and paid within 30 days of receipt of an invoice.

There shall be no reimbursable expenses.