

AGENDA

Board Members

Dave Pine
Carole Groom
Don Horsley
Warren Slocum
Adrienne J. Tissier

**County Manager/
Clerk of the Board**
John L. Maltbie

County Counsel
John C. Beiers

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**REGULAR MEETING
SAN MATEO COUNTY BOARD OF SUPERVISORS
TUESDAY, JANUARY 15, 2013
9:00 A.M.**

Meetings are accessible to people with disabilities. Individuals who need special assistance or a disability-related modification or accommodation (including auxiliary aids or services) to participate in this meeting, or who have a disability and wish to request an alternative format for the agenda, meeting notice, agenda packet or other writings that may be distributed at the meeting, should contact Rebecca Romero, Agenda Administrator at least 2 working days before the meeting at (650) 363-1802 and/or rxromero@smcgov.org. Notification in advance of the meeting will enable the County to make reasonable arrangements to ensure accessibility to this meeting and the materials related to it. Attendees to this meeting are reminded that other attendees may be sensitive to various chemical based products.

If you wish to speak to the Board, please fill out a speaker's slip located on the table near the door. If you have anything that you wish distributed to the Board and included in the official record, please hand it to the Clerk of the Board who will distribute the information to the Board members and staff.

PLEDGE OF ALLEGIANCE

ROLL CALL

PUBLIC COMMENT

(This item is reserved for persons wishing to address the Board on any County-related matters not otherwise on this agenda, and on any listed agenda items other than those Matters Set for a Specified Time or on the Regular Agenda. Members of the public who wish to address the Board should complete a speaker request form. Speakers are customarily limited to two minutes.)

ACTION TO SET AGENDA and TO APPROVE CONSENT AGENDA ITEMS

(This item is to set the final consent and regular agenda, and for the approval of the items listed on the consent agenda. All items on the consent agenda are approved by one roll call motion.)

PRESENTATIONS AND AWARDS

1. San Mateo County Resource Conservation District Annual Presentation and presentation of a resolution honoring the San Mateo County Resource Conservation District's selection as California Resource Conservation District of the Year for 2012 (Supervisor Don Horsley)

MATTERS SET FOR SPECIFIED TIME

Times listed under this section are approximate. The Board makes every effort to adhere to the times listed, but in some cases, because of unexpected presentations, items may not be heard precisely at the time scheduled. In no case will any item be heard before the scheduled time.

2. 9:15 a.m.

Measure A Workshop

REGULAR AGENDA

COUNTY MANAGER

3. Accept the report on the program evaluation of the Private Defender Program

BOARD OF SUPERVISORS

4. Board Members' Reports

CONSENT AGENDA

All items on the consent agenda are approved by one roll call motion unless a request is made at the beginning of the meeting that an item be withdrawn or transferred to the regular agenda. Any item on the regular agenda may be transferred to the consent agenda.

5. Approval of the minutes from the meeting of January 8, 2013

BOARD OF SUPERVISORS

6. Recommendation for the appointment of Laura Escobar representing Continuum of Care to the Housing and Community Development Committee, term ending January 31, 2016 (Supervisor Don Horsley)
7. Ratification of a resolution honoring Doug Fry upon his retirement as the City of Belmont's Fire Chief (Supervisor Carole Groom)
8. Ratification of a resolution honoring Earn It! Keep It! Save It! (Supervisor Carole Groom)

COUNTY MANAGER

9. Confirm Jon Walton as Chief Information Officer and Director of Information Services

GOVERNING BOARD

10. Acting as the Governing Board of the In-Home Supportive Services Public Authority, adopt a resolution adopting the Memorandum of Understanding with the Service Employees International Union for In-Home Supportive Services, for the provision of salaries and benefits of Independent Providers for the term of July 1, 2012 through June 30, 2014

HEALTH SYSTEM

11. Resolution authorizing an amendment to the agreement with the State of California Department of Health Care Services for Medi-Cal Managed Care and Specialty Mental Health services, extending the term through April 30, 2013
12. Resolution authorizing an agreement with the Regents of the University of California to provide dermatology and teledermatology services for the term of October 1, 2012 through September 30, 2014, in the amount of \$188,000
13. Resolution authorizing an amendment to the agreement with Health Care Interpreter Network for interpreting services for FY 2011-12, increasing the amount by \$8,600 to an amount not to exceed \$108,600
14. Resolution authorizing a service agreement with the Health Plan of San Mateo for Healthy Families, Healthy Kids and HealthWorx for the term of January 1, 2012 through December 31, 2014
15. Resolution authorizing an amendment to the agreement with the San Mateo Community Health Authority for outreach and retention activities for 0-5 Medi-Cal and Healthy Kids members, extending the term through December 31, 2013 and increasing the amount by \$6,597,500 to \$19,597,500

HUMAN RESOURCES

16. Resolution waiving the Request for Proposal process and authorizing the Human Resources Director to renew coverage with Delta Dental of California to provide dental health maintenance organization benefits to employees and retirees through December 31, 2016, in an amount not to exceed \$1,900,000
17. Resolution to approve a side agreement to the current Memorandum of Understanding with the California Nurses Association for the remainder of the term of the current contract through July 5, 2014
18. Introduction of an ordinance amending the salary ordinance to reflect the addition of one unclassified position, and accepting the report on the total number of positions in the County and waiver of reading the ordinance in its entirety

PROBATION

19. Resolution authorizing the Chief Probation Officer or his designee to:

- A) Apply for and accept federal funds available for FY 2012-13 in the amount of \$137,053 through the Proud Parenting Program Grant administered by the Board of State and Community Corrections (BSCC); and
- B) Provide matching fund required for this grant in the amount of \$13,745; and
- C) Submit and accept FY 2012-13 Proud Parenting Program applications when funds are appropriated to BSCC with County matching fund requirement not to exceed \$14,000 annually

PUBLIC WORKS

- 20. Resolution approving a Memorandum of Understanding by and among California public agencies including the County of San Mateo for Regional Renewable Energy Procurement from effective date to June 30, 2015

SHERIFF

- 21. Resolution authorizing an agreement with Tetra Tech Inc. for project management services for the term of January 8, 2013 through October 31, 2013, in an amount not to exceed \$122,946

CLOSED SESSION

(The Board will adjourn to closed session to consider the following items at the end of the agenda, or at any time during the meeting as time permits. At the conclusion of closed session, the Board will reconvene in open session to report on any actions taken for which a report is required by law.)

A) Conference with Legal Counsel - Existing Litigation

Sylvia Ortiz v. County of San Mateo
Workers Comp Claim No. SM080399

Ray Satorre et al. v. San Mateo County Board of Supervisors, et al.
San Mateo County Superior Court Case No. 504866

B) Conference with Legal Counsel - Anticipated Litigation

Significant exposure to litigation pursuant to subdivision (b) of Government Code Section 54956.9
One case

C) Conference with Labor Negotiators

Agency designated representative: Kelly Tuffo
Employee Organization: United Association of Physicians and Dentists (UAPD)

D) Public Employee Appointment

Title: Chief Probation Officer

Telecasts of the San Mateo County Board of Supervisors meetings can be seen throughout most of San Mateo County, Thursdays at 7:30PM, replayed on Fridays at 8:00AM and Saturdays at 10:00AM on Peninsula TV Channel 26. Palo Alto Cable viewers can see the meetings Thursday nights at 7:00PM on Channel 29. For more information on air dates for other communities, please contact Peninsula TV at (650) 637-1936.

Public records that relate to any item on the open session agenda for a regular board meeting are available for public inspection. Those records that are distributed less than 72 hours prior to the meeting are available for public inspection at the same time they are distributed to all members, or a majority of the members of the Board. The Board has designated the office of the Clerk of the Board of Supervisors, located at 400 County Center, Redwood City, CA 94063, for the purpose of making those public records available for inspection. The documents are also available on the County's Internet Web site, at the link for Board of Supervisors agendas for upcoming meetings. The website is located at: http://www.co.sanmateo.ca.us/smc/departments/bos/home/0,2151,1864_26218,00.html. The San Mateo County Ordinance Code can be accessed on the World Wide Web at: http://library2.municode.com/default-now/home.htm?infobase=16029&doc_action=whatsnew

Resolution

THE BOARD OF SUPERVISORS
COUNTY OF SAN MATEO, STATE OF CALIFORNIA
RESOLUTION RECOGNIZING

San Mateo County Resource Conservation District In Recognition of Being Named 2012 District of the Year

WHEREAS, seventy five years ago, visionary farmers in coastal San Mateo County formed the very first conservation district in the State of California and one of the first in the nation; and

WHEREAS, the SAN MATEO COUNTY RESOURCE CONSERVATION DISTRICT (RCD) provides non-regulatory, confidential, free assistance to landowners wishing to best manage their natural resources and accomplishes practical hands-on conservation projects; and

WHEREAS, the SAN MATEO COUNTY RESOURCE CONSERVATION DISTRICT manages a wide array of projects, including soil and water conservation, wildlife habitat enhancement and restoration, exotic plant species control, watershed restoration, conservation planning, rural road improvements, and many more; and

WHEREAS, the California Association of Resource Conservation Districts, at its annual conference, named the SAN MATEO COUNTY RESOURCE CONSERVATION DISTRICT 2012 District of the Year in recognition of the amount and quality of good work the RCD is doing, and the confidence they have earned in the agricultural and environmental communities and further based on how, under the tireless leadership of Executive Director Kellyx Nelson, and dedication of the RCD Board, the RCD overcame obstacles to rebuild the organization and become one of the most respected RCDs in the state.

THEREFORE BE IT RESOLVED that the Board of Supervisors of San Mateo County thanks the SAN MATEO COUNTY RESOURCE CONSERVATION DISTRICT for their good work, and looks forward to continued partnerships in the future.

Dated: January 15, 2013

SUPERVISORS:

DON HORSLEY, PRESIDENT

DAVE PINE

CAROLE GROOM

WARREN SLOCUM

ADRIENNE J. TISSIER

Attest: _____
Deputy Clerk of the Board of Supervisors



COUNTY OF SAN MATEO
Inter-Departmental Correspondence
County Manager's Office



DATE: January 8, 2013
BOARD MEETING DATE: January 15, 2013
SPECIAL NOTICE/HEARING: None
VOTE REQUIRED: Majority

TO: Honorable Board of Supervisors
FROM: John L. Maltbie, County Manager
SUBJECT: **Measure A Board Workshop**

RECOMMENDATIONS

1. Accept this report on the implementation of Measure A half-cent sales tax;
2. Conduct a public workshop on February 12, 2013 to identify spending priorities and determine Measure A allocation amounts for the first year;
3. Direct the County Manager to prepare a Resolution by May 31, 2013, designating an Oversight Committee to perform an annual audit of revenues generated by Measure A; and
4. Direct the County Manager to create online dashboards to show community impact, and prepare annual reports to the community on how Measure A funds were spent.

BACKGROUND/DISCUSSION

The application of Measure A half-cent sales tax on countywide sales will begin on April 1, 2013. An agreement with the State Board of Equalization to implement and administer the tax will be going to your Board on January 29. Actual receipts will begin in June 2013. It is expected that over \$60 million will be generated for the full fiscal year FY 2013-14 that begins on July 1.

Limited Term of 10 Years

While the approval of Measure A was a vote of confidence in County government and those who work so hard to deliver quality services, it must be remembered that this authority will sunset in 10 years. How these funds are spent will undoubtedly determine whether voters renew this tax.

Appropriate Uses- Community Goals

Given that these funds are for a limited term, it is appropriate to spend on short-term and urgent needs in the community, to replace or upgrade critical facilities and infrastructure, pay down debt and unfunded liabilities, and invest in 3-5 year pilot programs that are evaluated for effectiveness and demonstrated ability to reduce or avoid ongoing costs, thereby reducing the structural deficit:

- Child abuse prevention
- 911 emergency dispatch
- Fire prevention and response
- Preschool, after school, library reading programs and homework centers for children/teens
- Keeping county parks open
- Healthcare for low-income children, seniors and the disabled
- Ensuring hospitals and emergency rooms are seismically safe and remain open
- Collective community impact (leveraged opportunities) – child care, shared services, economic development, land use, capital projects, technology

Information on Existing County Liabilities and Infrastructure Needs

Measure A funds could also be used to pay down existing debt and unfunded liabilities, like retirement and retiree health, which would lower ongoing contributions and free up funds for ongoing operations. The table below shows balances and needs:

Existing County Liabilities and Infrastructure Needs	Amount	Description
Unfunded Retirement Liability (UAAL)	\$962.3 million	Most recent actuarial valuation as of June 30, 2012; a lump sum payment of \$50 million could reduce annual County contributions by \$4-5 million
Unfunded Retiree Health (OPEB) Liability	\$100.1 million	Most recent actuarial valuation as of June 30, 2011
Outstanding Long-Term Construction Debt	\$356 million	Balance as of June 30, 2012; some bonds are callable over the next 10 years, meaning they can be refinanced or repaid without penalties; would reduce/eliminate debt service payments including interest.
Facilities/Capital Infrastructure	\$300 million+	From the Five-Year Facilities Capital Plan; includes \$165 million for replacement jail, and unfunded major maintenance projects and other new construction and facility purchases; does not include ongoing maintenance costs.
Technology/Communications Infrastructure and Replacement of Major Business Systems	\$50 million+	From the Five-Year Information Technology Strategic Plan (ITSP); includes replacement of Criminal Justice case management systems, HR/Payroll and Property Tax systems; replacement or upgrades to public safety communications infrastructure (radio, 911 dispatch), data and phone/voice networks; does not include ongoing support costs.
TOTAL EXISTING LIABILITIES AND INFRASTRUCTURE NEEDS	\$1.8 billion+	

FISCAL IMPACT

There is no fiscal impact in accepting this report. It is estimated that Measure A will generate more than \$60 million annually beginning in FY 2013-14, for a ten-year period.



COUNTY OF SAN MATEO
Inter-Departmental Correspondence
County Manager



Date: December 26, 2012

Board Meeting Date: January 15, 2013

Special Notice / Hearing: None

Vote Required: Majority

To: Honorable Board of Supervisors

From: John L. Maltbie, County Manager

Subject: Evaluation of the Private Defender Program

RECOMMENDATION:

Accept the Committee's report on the evaluation of the Private Defender Program.

BACKGROUND:

During the Preliminary Budget hearing on March 29, 2012; your Board asked the County Manager's office to conduct a performance evaluation of the Private Defender Program pursuant to Section 11 of the contract, which states:

The County may form a committee to evaluate ongoing performance under the terms of this Agreement, at any time during the period of this agreement, that shall include members of the judiciary, members of the Bar Association who are not actively participating as Private Defender Program attorneys, and may include other interested persons as determine by the County, to make such reports and recommendations as may be appropriate and of assistance to the parties hereto.

On September 1, 2012; the County Manager's Office appointed a five-member committee to evaluate the Private Defender Program. The Committee members were:

Joshua Bentley, President, San Mateo County Bar Association
Honorable Robert Foiles, Assistant Presiding Judge, San Mateo Superior Court
Jim Fox, Retired San Mateo County District Attorney
Honorable David Pine, San Mateo County Supervisor, District One
Susan Swope, Vice-Chair, Juvenile Justice Delinquency and Prevention Commission

DISCUSSION:

The Private Defender Program Structure

Since 1968, the County of San Mateo has contracted for indigent defense with the San Mateo County Bar Association (the Association) through the Private Defender Program (the Program). The current contract's term is July 1, 2012 to June 30, 2013 with a not to exceed amount of \$16,860,272.

The Chief Defender manages the Program and is responsible for its day-to-day operations. The Assistant Chief Defender assists in the day-to-day operation of the Program, a Managing Attorney for Juvenile Court Operations is responsible for managing the delinquency and dependency caseload of the Program, and a Chief Investigator manages the investigation division.

The Program has approximately 110 attorneys who are assigned cases based on their ability, training and experience, their availability to appear on the dates set for a particular case, and an assessment of each attorney's current caseload. There are 36 investigators who work on a contract basis with the Program and investigate about 1,200 cases per year.

Methodology:

The Committee relied on the following resources to evaluate the Private Defender Program:

- Interviews with representatives of the following agencies/groups:
 - The San Mateo County Superior Court (2)
 - The District Attorney's Office (1)
 - The Private Defender Program (3)
 - The County Counsel's Office (5)
 - The Probation Department (1)
 - Private Defender Program Panel Attorneys (2)
 - Former Private Defender Program clients (4, all adults)
 - Community advocates (2)
- The Private Defender Program Chief Defender's Annual report for FY 2011-12
- The Private Defender Program Chief Investigator's Annual report for FY 2011-12
- The current contract between the County and the Association
- Two prior evaluations of the Private Defender Program that were conducted in 2001 and 2003
- A review of documentation that was provided by interview participants

The Committee held 13 meetings and heard invited testimony from 20 individuals, representing a wide range of experiences interacting with the Program. Each interview was between 30 to 60 minutes and each participant was provided with a list of questions to review in advance. The Committee also asked follow-up questions of each participant during the interview. The Chief Defender and Chief Investigator returned for a second interview to answer questions that had been raised by other interviews. Input

from recent clients was limited to four adults. No juveniles were interviewed because of privacy concerns.

Summary of the Interviews

The following is a summary of the issues, questions, and concerns that were brought up during the interviews.

Complaint Investigation Process: The Program has a felony-qualified lawyer on duty every day (the Officer of the Day (OD)) during regular business hours to address complaints. When a complaint is received, the OD logs the complaint, describes the complaint briefly, and notes any resolution reached. If appropriate, the OD may review Court records and contact the attorney involved to investigate the merit of the complaint.

Requirements to be a PDP panel attorney: PDP attorneys must have a license to practice law in California and have their principle office located in San Mateo County. There is an extensive application process that includes a complete background investigation, reference checks of peers on both sides of the criminal justice system, an interview with the Assistant Chief Defender, and finally, on a recommendation by the Assistant Chief Defender, an interview with the Chief Defender. The Panel has not added any new attorneys in the last two years.

Client Feedback: The committee asked whether, at the conclusion of a case, is feedback solicited from the client regarding their attorney's performance? As a result of this question, the Program is in the process of developing a survey instrument and process to solicit feedback from clients regarding their attorneys' performance that will be implemented in early 2013.

Attorney/Client Conferencing: The Committee asked, based on client feedback, whether it was reasonable that attorneys conferred with their clients only 15 minutes before appearing in court. The Program has a policy requiring attorneys to visit their clients the day before any court appearance. The Program also monitors when attorneys interview their incarcerated clients—a statistic that is noted in its annual report to the County. The Committee interviewed only four former clients, and so did not have a statistically significant sample. (Some of the former clients told the committee that they felt that their attorney was not available to take their calls or that their meetings were short and often rushed.)

Time Spent with Clients: On average, the time an attorney spends with a client largely depends on the seriousness of the case and the sophistication of the client. Also, as part of the Program's evaluation standards, an attorney is required to maintain contact with both in and out of custody clients in order to provide competent representation for each court appearance. This could mean that, for a relatively minor case and a highly sophisticated client, an attorney might spend 30 minutes with a client. However, with a very serious case and a not so sophisticated client, an attorney and investigator may spend many hours with the client.

Issues Around Kendra's Law and Laura's Law: Why did the County choose not to enact them here? This issue is outside the purview of the Committee's evaluation but is noted as a point that was raised.

Communication Between PDP Attorneys and Clients: Is there a need to improve the ability of clients, both adult and juvenile, to talk with their attorneys? The Committee found that Panel attorneys have 24/7 phone and in-person access at the Youth Services Center. They cannot, however, make calls into the Maguire Correctional Center, and the Maple Street Complex. Some PDP attorneys will not accept collect calls from the adult facilities. Inmates' access to a phone in the adult facilities is severely limited.

Some improvements and/or efficiencies can be made with regards to client visits. One such example that the Program gave was to implement teleconferencing for some client visits so that the attorneys or investigators don't have to physically go to the jail, thereby saving time and money.

PDP Use of Technology: The Program does not use technology, e.g., Power Point as a presentation tool during trial, as much as the District Attorney's Office. The District Attorney can set policy in his office, which Deputy District Attorneys must follow. Because the PDP attorneys are all independent contractors, they cannot be bound by such requirements. In a follow-up interview with the Chief Defender and Chief Investigator, they indicated that the PDP does make technology (such as Power Point) available to its attorneys. Additionally, the Program has trained the investigative staff on the use of technology to serve as a resource to the attorneys.

Gaps in Juvenile Representation: There was concern that there are perceived gaps in representation of juveniles, e.g., name changes and fiduciary responsibility for a minor in the event the minor is named an insurance beneficiary. The Committee found that the Program does handle name changes for minors through adoption and dependency cases in the Juvenile Court. However, any petition filed outside the Juvenile Court relating to a minor is not a part of the current contract.

Special Immigration Juvenile Status Petitions: Concern was expressed in some interviews as to whether it is appropriate for a Panel attorney to pursue Special Immigration Juvenile Status (SIJS) petitions for their juvenile delinquency clients. The Committee was told that SIJS petitions are not initiated by the Panel attorneys but are filed with the U.S. Citizenship and Immigration Services by immigration attorneys.

However, in order to file an SIJS petition on behalf of a minor, there must be a factual finding in a juvenile court that has jurisdiction over the minor. Although obtaining this type of finding is not specified in the current agreement or fee schedule, under the current agreement, attorneys have an obligation to provide appropriate and competent legal services on behalf of their clients. Furthermore, in 2004 the Administrative Office of the Courts published a brochure titled "Effective Representation of Children in Juvenile Delinquency Court", which states that "advocating for representation of the client in collateral proceedings if appropriate." It is the Programs position that effective

representation of counsel includes obtaining the necessary findings for a minor and providing them to the immigration attorney, who then files the petition with CIS.

Section 366.26 Cases: The Committee asked why cases pursuant to section 366.26 of the Welfare and Institutions Code for the purpose of (1) the termination of parental rights, or, (2) the establishment of legal guardianship of a dependent minor are deemed a separate case when the attorney was previously appointed pursuant to Section 317 of the Welfare and Institutions Code. The Committee was informed that the County requested that 366.26 cases be deemed separate for the purposes of statistical reporting to the Administrative Office of the Courts.

Findings

The Committee finds that the Private Defender Program is a well-managed program and considered a model throughout the country for providing indigent defense.

In the course of the interviews, the Committee learned:

1. The last evaluation of the Program was in 2003.
2. The Program handles approximately 19,000 cases per year
3. There were 98 client complaints filed in FY 2011-12.
4. It has been a remarkably stable program with only seven managers since its creation in 1968.
5. In FY 2011-12, the Program received the Harrison Tweed Award from the American Bar Association for preserving and increasing access to legal services to the poor.
6. Panel attorneys are generally well prepared, committed, and passionate about their work, and advocate vigorously for their clients.
7. The Program's investigative unit conducts approximately 1,200 investigations totaling approximately 33,000 investigative hours annually. Investigators are competent and professional and produce a high quality product. They work collaboratively with the PDP attorneys as well as other criminal justice and governmental agencies.
8. The current case-management system vendor, Justice Works, does not follow information security best practices by maintaining a backup location at least 50 miles away from its data center. Its back-up site is only 12 miles from the data center.

Recommendations:

The Committee recommends that the Private Defender Program:

1. Be evaluated at least every ten years or as requested pursuant to section 11 of the agreement. In any year in which a program evaluation is requested and conducted, the Program should not be required to prepare and submit an annual report to the Board of Supervisors.
2. Make a client survey instrument and process to be implemented in early 2013 available to all clients. Include survey results in the Chief Defender's annual

report beginning in FY 2013-14. This will provide a more complete picture of the Program.

3. Assess the exposure the Program has with the Justice Works case management system back-up site being only 12 miles away from the data center. It may make sense for the Program to arrange to regularly download its data for local storage as a secondary backup to the Justice Works primary backup site in Salt Lake City.
4. Establish a policy that PDP attorneys should accept collect calls from adult facilities when the attorney is available in the office to take the call.

FISCAL IMPACT:

There is no fiscal impact by accepting this report.

MINUTES

Board Members

Dave Pine
Carole Groom
Don Horsley
Warren Slocum
Adrienne J. Tissier

**County Manager/
Clerk of the Board**
John L. Maltbie

County Counsel
John C. Beiers

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The meeting was called to order at 9:10 a.m.

January 8, 2013

PLEDGE OF ALLEGIANCE

FAREWELL TO SUPERVISOR ROSE JACOBS GIBSON

Speakers recognized by the President:

Supervisor Adrienne Tissier, Board of Supervisors
Supervisor Don Horsley, Board of Supervisors
Supervisor Carole Groom, Board of Supervisors
Supervisor Dave Pine, Board of Supervisors
Mark Church, Assessor's Office
Jean Fraser, Health System
Beverly Beasley Johnson, Human Services Agency
Sheriff Greg Munks, Sheriff's Office
Steve Wagstaffe, District Attorney
Lennie Roberts
Sandra Lang
Supervisor Rose Jacobs Gibson, Board of Supervisors

**ROLL CALL – Present: Supervisors Pine, Groom, Horsley, Slocum and Tissier
Absent: None**

PUBLIC COMMENT

Speakers recognized by the President:

Martin Fox, Belmont

ACTION TO SET AGENDA and TO APPROVE CONSENT AGENDA ITEMS

Supervisor Groom requested item #11 be moved to the regular agenda for discussion.

Motion: Horsley / Second: Groom

(This item is to set the final consent and regular agenda, and for the approval of the items listed on the consent agenda. All items on the consent agenda are approved by one roll call motion.)

MATTERS SET FOR SPECIFIED TIME

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1. 6:00 p.m.

Reorganization of the Board of Supervisors, Terra Nova Theater, Terra Nova High School, 1450 Terra Nova Boulevard, Pacifica

A) Appoint Supervisor Don Horsley as the President for 2013

Motion: Pine / Second: Groom

Motion to close nominations: Groom / Second: Pine

Ayes: Supervisors Pine, Groom, Horsley, Slocum and Tissier

Noes: None

B) Appoint Supervisor Dave Pine as the Vice President for 2013

Motion: Groom / Second: Tissier

Motion to close nominations: Tissier / Second: Groom

Ayes: Supervisors Pine, Groom, Horsley, Slocum and Tissier

Noes: None

REGULAR AGENDA

COUNTY MANAGER

2. County Manager's Report – **No report**

BOARD OF SUPERVISORS

3. Board Members' Reports

Supervisor Tissier announced on January 26, 2013 there will be a gun buy back event in San Mateo County sponsored by Supervisor Tissier's office, the Sheriff's office and Congresswoman Jackie Speier.

Speakers recognized by the President:

Martin Fox, Belmont

CONSENT AGENDA

All items on the consent agenda are approved by one roll call motion unless a request is made at the beginning of the meeting that an item be withdrawn or transferred to the regular agenda. Any item on the regular agenda may be transferred to the consent agenda.

4. Approval of the minutes from the meeting of December 11, 2012

BOARD OF SUPERVISORS

5. Accept the 2013 Committee Assignments representing the Board of Supervisors (Supervisor Don Horsley)
6. Recommendation for the reappointment of Steve Dworetzky to the San Mateo County Planning Commission representing District 5, term ending January 8, 2017 (Supervisor Adrienne Tissier)
7. Ratification of a resolution (**3395**) honoring the Multicultural Institute upon its 17th anniversary

COUNTY MANAGER

8. Resolution (**072316**) setting the employer and member contribution rates for the San Mateo County Employee's Retirement Association (SamCERA) for January 1, 2013 through June 30, 2013 for PEPRA Plan members and for FY 2013-2014 for all members in accordance with Government Code Sections 31453 and 31454
9. Resolution (**072317**) declaring the continued existence of a local emergency in San Mateo County resulting from a severe winter storm which occurred on December 23, 2012, and ratifying the proclamation of a local emergency pursuant to section 8558(c) of the Government Code and San Mateo County Ordinance Code Section 2.46.060
10. Adoption of an ordinance (**04642**) amending the Master Salary Ordinance to add 5 unclassified Appraiser series positions in the Assessor-County Clerk-Recorder Department, previously introduced on December 11, 2012 and waiver of reading the ordinance in its entirety

GOVERNING BOARD

11. Acting as the Governing Board of the County Service Area No. 8, North Fair Oaks, adopt a Resolution (**072318**) setting February 26, 2013 at 9:00 a.m. at your regularly scheduled Board meeting, as the time and place for a public hearing on the garbage and recyclables collection rates for County Service Area No. 8 (Department of Public Works)

This item was moved to the regular agenda.

Speakers recognized by the President:

Jim Porter, Public Works
Supervisor Carole Groom, Board of Supervisors
Supervisor Warren Slocum, Board of Supervisors

Supervisor Dave Pine, Board of Supervisors

Motion: Groom / Second: Pine

Ayes: Supervisors Pine, Groom, Horsley, Slocum and Tissier

Noes: None

HEALTH SYSTEM

12. A) Resolution **(072319)** authorizing an amendment to the agreement with the California Department of Aging to enhance Health Insurance Counseling and Advocacy Program services increasing the total amount by \$46,340 to \$328,407 for FYI 2012-13
- B) Resolution **(072320)** authorizing a transfer in the amount of \$46,340 from unanticipated federal aid to Program Service Provider(s) - Aging and Adult for the Health Insurance Counseling and Advocacy Program
13. Resolution **(072321)** authorizing an agreement with California Advanced Imaging Medical Associates, Inc. to provide radiology and other diagnostic imaging services for the term January 1, 2013 through December 31, 2015, in the amount of \$6,550,000
14. Resolution **(072322)** authorizing an amendment to the agreement with BAART Behavioral Health Services, Inc. for the provision of narcotic replacement therapy services, increasing the amount by \$87,421 to \$423,765
15. Resolution **(072323)** authorizing an amendment to each of the agreements with Anchor Drugs and Baneth's Pharmacy to provide pharmacy services at four locations, extending the term to June 30, 2013, increasing the amount of the agreements by \$1,005,000 for a new fiscal maximum of \$4,580,000, collectively
16. Resolution **(072324)** authorizing the re-appropriation of \$75,000 in County General Fund to increase the Public Administrator Revolving Fund from \$20,000 to \$95,000
17. Adoption of an ordinance **(04643)** repealing and replacing Sections 4.72.010 through 4.72.130 and adding Sections 4.72.140 through 4.72.150 to Chapter 4.72 of Title 4 of the San Mateo County Ordinance Code relating to backflow prevention, previously introduced on December 11, 2012 and waiver of reading the ordinance in its entirety
18. Adoption of an ordinance **(04644)** amending the Master Salary Ordinance, previously introduced on December 11, 2012 and waiver of reading the ordinance in its entirety
19. Adoption of an ordinance **(04645)** amending Ordinance 04629, previously introduced on December 11, 2012 and waiver of reading the ordinance in its entirety

HUMAN RESOURCES

20. Report recommending the denial of claims (Non-culpable)
21. Adoption of an ordinance **(04646)** amending Ordinance 04629 increasing the County

Manager's salary, previously introduced on December 11, 2012 and waiver of reading the ordinance in its entirety

22. Adoption of an ordinance (**04647**) amending the salary ordinance to reflect the deletion of two positions, addition of eight positions, and reclassification of one position; and accepting the report on the total number of positions in the County, previously introduced on December 11, 2012 and waiver of reading the ordinance in its entirety

HUMAN SERVICES AGENCY

23. Resolution (**072325**) authorizing an amendment to the agreement with Sitike Counseling Center to continue providing court-ordered alcohol/drug testing and alcohol and other drug assessments, increasing the amount by \$70,000 to \$167,000

PLANNING AND BUILDING

24. Resolution (**072326**) approving a Complete Streets Policy for unincorporated San Mateo County
25. Adoption of an ordinance (**04648**) adding Chapter 1.40 Administrative Remedies to the San Mateo County Ordinance Code, amending Chapter 2.60 Planning and Building Department of the San Mateo County Ordinance Code, amending Chapter 31 Enforcement, Legal Procedure, Penalties of the San Mateo Zoning Regulations, and deleting Chapter 31.5 Administrative Fines from the San Mateo County Zoning Regulations, previously introduced on December 11, 2012 and waiver of reading the ordinance in its entirety

PUBLIC WORKS

26. Resolution (**072327**) authorizing a Memorandum of Agreement for the Central Coast Regional Areas of Special Biological Significance Dischargers Monitoring Program for a term beginning on the date the Memorandum has been executed by all parties through June 30, 2015, in an amount not to exceed \$150,000
27. Resolution (**072328**) authorizing application for and acceptance of a Federal Highway Administration Public Lands Highway Program Discretionary Grant for the Crystal Springs Regional Trail South of Highway 92 project, in the amount of \$550,000

SHERIFF

28. Resolution (**072329**) authorizing an amendment to the agreement with Specimen Specialists of America, Inc. for forensic phlebotomy services, increasing the amount by \$163,960 to \$453,960
29. Resolution (**072330**) accepting the FY 2012 Anti-Drug Abuse Justice Assistance Grant Award for the term of October 1, 2012 to September 30, 2013, in the amount of \$205,208

CLOSED SESSION

- A. **Conference with Legal Counsel - Existing Litigation**

Satorre, Ray, et al., v. San Mateo County Board of Supervisors, et al.
San Mateo County superior Court Case No. 504866

B. Conference with Legal Counsel - Existing Litigation

Sylvia Ortiz v. County of San Mateo
Workers Comp Claim No. SM080399

This item was continued to the meeting of January 15, 2013.

C. Conference with Legal Counsel - Anticipated Litigation

Initiation of litigation pursuant to subdivision (c) of Government Code Section 54956.6
One case

The Board recessed to regular closed session at 10:17 a.m.

The Board reconvened the open session at 11:37 a.m. to report out on closed session items and again at 6:11 p.m. at Terra Nova Theater, Terra Nova High School, Pacifica

County Counsel made the following report: No reportable action was taken.

The meeting was adjourned at 6:48 p.m. in memory of the victims of Sandy Hook Elementary School, New Town, Connecticut.



COUNTY OF SAN MATEO
Inter-Departmental Correspondence
Board of Supervisors



Date: December 4, 2012
Board Meeting Date: January 15, 2013
Special Notice / Hearing: None
Vote Required: Majority

To: Honorable Board of Supervisors

From: Supervisor Don Horsley

Subject: Appointment to the Housing and Community Development Committee

RECOMMENDATION:

Recommendation for the appointment of Laura Escobar representing Continuum of Care to the Housing and Community Development Committee with a term ending January 31, 2016.

BACKGROUND:

The Committee makes recommendations to the Board of Supervisors related to the expenditure of all housing and community development funds, reviews and provides a forum for public comment on affordable housing and community development needs and priorities related to the development of the Consolidated Plan and related Annual Action Plans.

DISCUSSION:

This appointment contributes to the 2025 Shared Vision statement of a Collaborative Community. Our diverse population works well together to build strong communities, effective government and a prosperous economy, civic engagement – including voting, public service, charitable giving, volunteerism, and participation in public discussions of important issues – is uniformly high among the diverse population of San Mateo County

FISCAL IMPACT:

None

Resolution

THE BOARD OF SUPERVISORS
COUNTY OF SAN MATEO, STATE OF CALIFORNIA
RESOLUTION HONORING AND COMMENDING

DOUG FRY

Upon his retirement as the City of Belmont's Fire Chief

WHEREAS, DOUG FRY is a second generation firefighter who was born and raised in San Mateo County; and

WHEREAS, DOUG FRY began his firefighting career in 1975 with the Belmont Fire Protection District, was promoted to Fire Captain in 1982, to Battalion/Training Chief in 1997, and to Fire Chief in 2006; and

WHEREAS, DOUG FRY agreed to come out of retirement in 2011 to serve as the Belmont Fire Department's Interim Fire Chief, overseeing the Department's seamless transition to a stand-alone department; and

WHEREAS, DOUG FRY's leadership through the pursuit of a shared fire management services agreement with the cities of San Mateo and Foster City saved the new stand-alone department hundreds of thousands of dollars in overhead costs; and

WHEREAS, DOUG FRY served in leadership positions as a member of several local, state, and national firefighting associations, including the San Mateo Training Officers Association, the California Fire Chiefs Association, the San Mateo County Operational Area, and the California League of Cities Fire Chief's Department.

NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors of San Mateo County thanks DOUG FRY for his many years of outstanding and dedicated public service to the residents of Belmont and San Mateo County and congratulates him upon his retirement.

Dated: JANUARY 8, 2013

SUPERVISORS:

DON HORSLEY, PRESIDENT

DAVE PINE

CAROLE GROOM

WARREN SLOCUM

ADRIENNE TISSIER

Attest: _____
Deputy Clerk of the Board of Supervisors

RESOLUTION

THE BOARD OF SUPERVISORS
COUNTY OF SAN MATEO, STATE OF CALIFORNIA
RESOLUTION HONORS AND COMMENDS

Earn It! Keep It! Save It!

*For providing free tax preparation assistance to low-income individuals and families
in San Mateo County.*

WHEREAS, San Mateo County residents are preparing to file their income tax returns between January 22nd and April 15th, 2013; and

WHEREAS, tax preparation assistance can help low-income families take advantage of tax benefits such as the Earned Income Tax Credit and the Child Tax Credit; and

WHEREAS, more than 7,600 taxpayers in San Mateo County do not claim the EITC benefits they are eligible for, foregoing approximately \$8.45 million in tax credits annually; and

WHEREAS, the United Way of the Bay Area, the IRS, and dozens of community service organizations have come together to convene the Earn It! Keep It! Save It! campaign to increase the incomes and assets of low-income families and individuals; and

WHEREAS, Earn It! Keep It! Save It! relies on volunteers trained in Voluntary Income Tax Assistance (VITA) to help eligible families and individuals maximize their tax returns; and

WHEREAS, local non-profits, schools, churches, senior centers, and individuals are joining this year's Campaign to reach the County's goal of serving 7,800 people, adding more than \$7 million to their household budgets.

NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors of the County of San Mateo, State of California, hereby declares its full support for the 2013 Earn It! Keep It! Save It! campaign and encourages eligible residents to visit a VITA site in San Mateo County, which can be found by calling 2-1-1, to receive free tax preparation assistance.

Dated: January 15, 2013

SUPERVISORS:

DON HORSLEY, President

DAVE PINE

CAROLE GROOM

WARREN SLOCUM

ADRIENNE J. TISSIER



Attest:

Deputy Clerk of the Board of Supervisors



COUNTY OF SAN MATEO
Inter-Departmental Correspondence
County Manager



DATE: January 2, 2013
BOARD MEETING DATE: January 15, 2013
SPECIAL NOTICE/HEARING: None
VOTE REQUIRED: Majority

TO: Honorable Board of Supervisors
FROM: John L. Maltbie, County Manager
SUBJECT: Confirmation of Jon Walton as Chief Information Officer/ISD Director

RECOMMENDATION

Confirm Jon Walton as Chief Information Officer and Director of Information Services.

BACKGROUND/DISCUSSION

The County has conducted a nationwide recruitment for the position of Chief Information Officer/Director of Information Services. Mr. Walton has been nominated by the County Manager as the best candidate for this position based on over 20 years of technology and management experience in the private and public sector, most recently as Acting Chief Information Officer for the City and County of San Francisco.

The Charter requires the Board of Supervisors to confirm appointments of department heads nominated by the County Manager.

FISCAL IMPACT

Mr. Walton's annual salary will be \$198,702.



COUNTY OF SAN MATEO
Inter-Departmental Correspondence
Human Resources



Date: December 19, 2012

Board Meeting Date: January 15, 2013

Special Notice / Hearing: None

Vote Required: Majority

To: Honorable Board of Supervisors, acting as the Governing Board of the In-Home Supportive Services Public Authority

From: Donna Vaillancourt, Human Resources Department Director
Jean S. Fraser, Chief, Health System

Subject: Memorandum of Understanding with Service Employees International Union (SEIU) Local 521 – In-Home Supportive Services

RECOMMENDATION:

Acting as the Governing Board of the In-Home Supportive Services Public Authority, adopt a resolution adopting the Memorandum of Understanding with the Service Employees International Union for In-Home Supportive Services, for the provision of salaries and benefits of Independent Providers for the term of July 1, 2012 through June 30, 2014

BACKGROUND/DISCUSSION:

The Service Employees International Union (SEIU) represents the Independent Providers of In-Home Supportive Services (IHSS) in the negotiations for things such as salaries; health, dental and vision benefits; and job development funding. The current Memorandum of Understanding (MOU) expired on June 30, 2012. The Public Authority concluded negotiations with SEIU on October 3, 2012 and the IHSS membership has ratified the Public Authority's offer.

Changes in this agreement include increasing the number of healthcare slots in exchange for the Independent Providers sharing a greater portion of the costs of insurance. Beginning January 1, 2013, providers will contribute \$20.00 per month for healthcare and \$5.00 per month for dental. Previously their only contribution was to healthcare which was \$10.00 per month.

The term of the new MOU is July 1, 2012 through June 30, 2014

County Counsel has reviewed and approved the Resolution as to form. Approval of this resolution contributes to Shared Vision 2025 of a Collaborative Community by ensuring cost-effective compensation structures for County employees.

FISCAL IMPACT:

The total cost of the salaries and benefits of the IHSS providers is estimated to be \$59,891,534 annually during the two-year term of this MOU. Of this annual amount, \$48,777,973 (81.4%) is funded by the state and federal governments. The remaining \$11,113,562 (18.6%) is the annual County share, which has typically been paid for through Realignment funds and County General Funds. The annual amount of County General Funds provided had been \$4,487,523 since FY 2003-04. This amount was reduced to \$3,702,306 in FY 2011-12. As a result of recent State legislation, the County's obligation to funding the IHSS program in the future will be established based on a new Maintenance of Effort formula.

The County's share of the cost is included in the Public Authority's FY 2012-13 Adopted Budget.

RESOLUTION NO. _____

**BOARD OF SUPERVISORS ACTING AS THE GOVERNING BOARD OF THE
IN-HOME SUPPORTIVE SERVICES PUBLIC AUTHORITY OF THE COUNTY OF
SAN MATEO, STATE OF CALIFORNIA**

* * * * *

**RESOLUTION ADOPTING THE MEMORANDUM OF UNDERSTANDING WITH THE
SERVICE EMPLOYEES INTERNATIONAL UNION LOCAL 521 FOR IN-HOME
SUPPORTIVE SERVICES FOR THE PROVISION OF SALARIES AND BENEFITS OF
INDEPENDENT PROVIDERS FOR THE TERM OF JULY 1, 2012 THROUGH
JUNE 30, 2014**

RESOLVED, by the Board of Supervisors of the County of San Mateo, State of California, acting as the Governing Board of the San Mateo County In-Home Supportive Services Public Authority that

WHEREAS, there has been presented to the Board for its consideration and ratification a Memorandum of Understanding with Service Employees International Union (SEIU) Local 521, reference to which is hereby made for further particulars, which provides for salaries and benefits for the period commencing July 1, 2012, and ending June 30, 2014; and

WHEREAS, this Public Authority has examined and approved the Memorandum of Understanding as to both form and content and desires to ratify and adopt the same.

NOW, THEREFORE, IT IS HEREBY DETERMINED AND ORDERED that the Public Authority hereby ratifies and adopts said Memorandum of Understanding and approves the schedules of compensation and benefits set forth therein.

* * * * *

Memorandum of Understanding

between

San Mateo County IHSS Public Authority

and

**Service Employees International Union
(SEIU)**

July 1, 2012 - June 30, 2014

~ ~ ~ ~

IHSS
MEMORANDUM OF UNDERSTANDING

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MEMORANDUM OF UNDERSTANDING

ARTICLE 1. PREAMBLE

This collective bargaining agreement is entered into by San Mateo In-Home Supportive Services (IHSS) Public Authority (hereinafter referred to as the Public Authority) and Service Employees International Union, Local 521 (hereinafter referred to as the Union). This agreement shall be in compliance with the employer-employee relations of IHSS Independent Providers except as otherwise provided in Sections 12300 and 12301.6 of the State of California Welfare and Institutions Code, as amended. The Union and the Public Authority acknowledge that the relationship between the Public Authority and the IHSS Independent Providers is governed by state law, specifically Welfare and Institutions Code Section 12301.6, that this relationship is unique, that the Public Authority does not employ or manage the IHSS Independent Providers in the role of a traditional employer, and that the IHSS recipients (Consumers) remain the employer for the purposes of hiring, firing, and directing the work of any Independent Provider providing services to them. This collective bargaining agreement is entered into pursuant to the Meyers-Milias-Brown Act (Government Code Sections 3500-3510) and Sections 12300 and 12301.6 of the State of California Welfare and Institutions Code, as amended, and has been jointly prepared by the parties.

ARTICLE 2. RECOGNITION

The Public Authority recognizes the Union as the exclusive collective bargaining representative for the IHSS Independent Provider representation unit, certified pursuant to Resolution No. 3-IHSS, adopted by the San Mateo County IHSS Public Authority on April 12, 1994.

ARTICLE 3. UNION SECURITY

Section 3.1 Agency Shop

- A. The Union agrees that it has the duty to provide fair and non-discriminatory representation to all Independent Providers covered by this MOU, regardless of whether they are members of the Union.
- B. All Independent Providers covered by this MOU, except for those excluded as defined in the side letter agreement shall either:
 1. Become a member of the Union in good standing; or
 2. Pay to the Union an agency fee in an amount which does not exceed an amount which may be lawfully collected under applicable constitutional, statutory, and case law (e.g., *Hudson v. Chicago Teachers Union, Local No. 1, AFL-CIO*) and which shall be less than the monthly dues made during the duration of this MOU; it being understood that it shall be the sole responsibility of the Union to determine an agency fee which meets the above criteria; or
 3. Do both of the following:
 - a. Present to the Union and Public Authority a written declaration that he/she is a member of a bona fide religion, body, or sect which has historically held a conscientious objection to joining or financially supporting any public employee organization as a condition of employment; and
 - b. Pay a sum equal to the agency fee to one of five negotiated non-religious, non-labor, charitable funds that are exempt from taxation under Section 501 (c)(3) of the Internal Revenue Code.

Section 3.2 Payroll Deduction

The Public Authority will cooperate with the State Controller to assist in the deduction of Union membership dues through payroll deduction. The specific procedure for implementing payroll dues deduction will be determined in conjunction with the State Controller.

If practicable for the State to implement, the dues or service fees shall be deducted from the provider's pay check on a monthly basis starting the first day of the month following completion of 45 days after the ratification date of this agreement.

Section 3.3 COPE Check Off

Members may also request voluntary deductions to the Union's Political Activity Fund (COPE). Such deductions shall be sent in a separate check to the Union each payroll. Workers may withdraw from COPE deduction at any time by notifying the Union office. The provisions of this Section 3.3 are contingent on implementation by the State Controller's Office.

Section 3.4 Hold Harmless

The Union shall indemnify, defend, and save the Public Authority harmless against any and all claims, demands, suits, orders, or judgments, or other forms of liability that arise out of or by reason of this Article 3, or action taken or not taken by the Public Authority under this Article 3. This includes, but is not limited to, the Public Authority's attorney's fees and costs.

Section 3.5 Forfeiture of Deduction

If, after all other involuntary deductions are made in any pay period, the balance is not sufficient to pay the deduction of Union dues, agency fee, or charity fee required by this Section, no such deduction shall be made for the current pay period.

Section 3.6 Compliance

If any currently employed Independent Provider fails to authorize Union deductions within 30 days of employment, there shall be involuntary deductions for agency fee from the Independent Provider's paycheck.

Section 3.7 Rescission

This Agency Shop provision may be rescinded at any time that those Independent Providers covered by Agency Shop file a petition and present proof that at least 30% of the Providers in the representation unit want to rescind such provision. After petitioning, there shall be a majority vote for such rescission.

Section 3.8 Union Obligations

- A. The Union shall provide the Public Authority and the State Controller with a copy of the Union's "Hudson procedure" for the determination and protest of its agency fees. Annually, the Union shall provide a copy of said "Hudson procedure" to every agency fee payor covered by this MOU and as a condition to any percentage change in the agency fee.
- B. Annually, the Union shall provide the Public Authority and the State Controller with copies of the financial report the Union files with the California Employee Relations Board, the Department of Labor (Form LM-2), or the union's balance and operating statement for the prior

year. Failure to file such a report within 60 days after the end of its fiscal year shall result in termination of agency fee deductions without jeopardy to any worker, until such report is filed.

Section 3.9 Maintenance of Membership

Independent Providers who become Union members shall remain as members for the duration of this and each subsequent Memorandum of Understanding thereafter. For a period of twenty (20) calendar days prior to the expiration of this and any subsequent Memorandum of Understanding, members shall have the right to withdraw from the Union by selecting one of the options in Section 3.1.B above. Withdrawal shall be communicated in writing by the Provider and postmarked during the twenty (20) day period, then delivered to the Union by certified mail.

ARTICLE 4. UNION RIGHTS

Section 4.1 List and Information

The Public Authority shall provide the Union on a monthly basis a list of each Independent Provider in the unit represented by the Union. This list will include name, home address, date of hire, telephone number, date of birth, date of termination and hours worked in a designated payroll period. The list shall be provided electronically or on floppy disks in an agreed upon format. The Union shall have the right to mail materials to the home address of Independent Providers. For Independent Providers whose telephone number is also that of a Consumer, the Union agrees that calls will not be made to the Provider when the Consumer is receiving care and also agrees to terminate calls if the Consumer objects to calls to the home phone number.

The Public Authority will include official Union notices in mailings to the bargaining unit from the Public Authority if the Union provides such notices to the Public Authority five (5) working days prior to the mailing date, and if the Union reimburses the mailing costs to the Public Authority in the event that the Union documents increase mailing costs.

The Union shall be allowed use of reasonable space on available bulletin boards within the offices of the Public Authority for communications having to do with official organization business, such as times and places of meetings provided such use does not interfere with the needs of the Public Authority. Union Stewards and Union Representatives shall be allowed to attend and, and will be allowed fifteen minutes to discuss Union business/share information at Public Authority orientations. The Public Authority shall provide the Union with a monthly schedule of orientations by the 25th of the previous month.

Section 4.2 Consumer Confidentiality-Right to Privacy

The Union shall neither seek nor receive information regarding the name, address, phone number, or any other personal information regarding consumers. Union representatives and IHSS Independent Providers shall maintain strict standards of confidentiality regarding consumers and shall not disclose personal information obtained, from whatever source, pertaining to consumers unless disclosure is compelled by legal process or otherwise authorized by law.

Section 4.3 Union Access/Home Visits

Union representatives shall not conduct Union business, including business related to enforcement of this agreement, nor make visits to IHSS Independent Providers at the homes of consumers unless the IHSS Independent Provider and the applicable consumer share the same residence, in which case the Union may only contact the IHSS Independent Provider. Solicitation for membership or other internal Union business shall be conducted only during the non-duty hours of all IHSS Independent Providers and with oral approval by the applicable consumer.

Should a Union representative inadvertently visit a consumer's home, having been given the consumer's address as that of the Independent Provider, the Union representative shall discontinue the visit until the procedures above are followed.

Under no circumstances shall any picketing, demonstrations or other like activity be conducted at the residence of a consumer.

Section 4.4 Stewards

The Union will give the Public Authority a list of all stewards and alternate stewards twice per year. In accordance with the employer-employee relations policy, Section XVI, stewards shall be provided reasonable release time for meetings falling within the scope of representation. Such paid release time shall not exceed a total of three hours in any month and shall not interfere with the provision of services to Consumers. The Union shall submit a written request to the Public Authority for paid release time for a particular steward(s) at least two (2) working days prior to the meeting whenever possible.

ARTICLE 5. REGISTRY

Consumers have the right to seek IHSS Independent Providers from any source, including but not limited to referrals from the Registry. The Public Authority reserves the right to recruit IHSS Independent Providers for the Registry from any source. The Public Authority reserves the right to deny an application to be listed on the Registry if the applicant does not comply with the Registry application requirements and/or the Registry application process/procedure or who has a past criminal record or work history which the Public Authority determines would make him/her inappropriate for the Registry. The Public Authority has the discretion to not include IHSS Independent Providers on the Registry. The Public Authority does not have the power to preclude IHSS Independent Providers from IHSS employment.

Registry referrals shall be handled in the following manner:

1. Should the consumer request a specific independent provider who is listed on the registry, only that individual's name will be referred;
2. Only names that meet the consumer's needs/criteria will be referred;
3. For registry referrals, seniority shall be defined as the most recent date of being registered at the Public Authority registry;
4. If the registry is utilized, and if the consumer does not name request an individual from the registry, the registry will first be screened to identify independent providers who meet the consumer's needs/criteria. Referral lists shall have a minimum of three (3) and a maximum of ten (10) names, except in cases where fewer than three (3) individuals on the registry meet the consumer's needs/criteria. Only names that meet the consumer's needs/criteria will be referred. If there are more than ten (10) Independent Providers on the registry list who meet the consumer's needs/criteria, only the ten (10) most senior names, as defined above, will be referred.
5. The registry shall furnish the Union, through the Public Authority, a monthly list(s) of all Independent Providers referred during the preceding month. This list(s) will not identify the consumers to whom the Independent Providers were referred.

ARTICLE 6. REGISTRY PROVIDER REVIEW PROCESS

The Public Authority shall have the right to remove an Independent Provider from the registry for just cause. If the removal is due to any of the following reasons, the Provider may only appeal the removal to the Public Authority Advisory Committee. Any such appeal to the Advisory Committee will be heard by a subcommittee and the Independent Provider may be represented by the Union. The subcommittee shall issue its decision in writing no more than thirty (30) work days after the hearing and shall send a copy to the Union if the Independent Provider is represented by the Union at the hearing.

- Abuse (financial, emotional, physical, sexual, or neglect)
- Theft
- Misrepresentation (for example, providing false information on an application, timecard, or other document)
- Unauthorized disclosure of confidential information
- Being under the influence of or use or possession of alcohol or illegal substances while on duty
- Absence from or leaving the job without notice
- Possession of a firearm or other dangerous weapon while on duty
- Knowingly putting the Consumer in jeopardy
- Conviction of or arrest pending trial for a crime which indicates unfitness for the job or which raises a threat to the safety or well being of the Consumer

If the removal is due to other reasons, or if the Independent Provider alleges a violation of this Memorandum of Understanding, the Provider may appeal through the three-step review process described below and may be represented by the Union in this process.

Step 1 - Program Director The Provider and the Steward will send a written complaint to the Program Director. The complaint must be made within ten (10) working days of the event leading to the complaint or of when the Provider should have been reasonably aware of the event or circumstances giving rise to the complaint and must contain the following:

1. A complete statement of the complaint and the facts upon which it is based;
2. The article(s) or section(s) of the MOU that the Independent Provider or Union alleges have been violated; and
3. The remedy or correction sought.

Complaints failing to contain the above shall not be eligible to be referred beyond Step 1. Upon receipt of the written notification, the parties shall meet within ten (10) working days or at a time mutually agreed to by the parties. This meeting will be attended by a Union representative and/or Union steward, the Independent Provider filing the complaint, and the IHSS Program Director or his/her designee. The Program Director will respond to the complaint in writing within fifteen (15) working days after the Step 1 meeting.

Step 2 - If the complaint is not resolved at Step 1, either party may call for a Step 2 meeting. This meeting shall be held within ten (10) working days of the request or at a time mutually agreed to by the parties. This meeting will be attended by a Union representative and/or Union steward, the Independent Provider filing the complaint, the IHSS Program Director, and the Director of Aging and Adult Services or his/her designee. The Director will respond to the complaint in writing within fifteen (15) working days after the Step 2 meeting.

Step 3 - If the matter is not settled at Step 2, either party may, within fifteen (15) working days, submit it to advisory mediation to attempt to resolve the issue. The parties agree to use the Peninsula Conflict Resolution Center for such advisory mediation. The parties will attempt to secure such mediation services at no charge. If there is a charge, the parties agree that any charge will be shared equally by the Union and the Public Authority. Each party, however, shall bear the costs of its own presentation, including preparation and post-mediation briefs, if any.

ARTICLE 7. NO STRIKE-NO LOCKOUT

During the term of the agreement, the Union, its members and representatives agree not to engage in, authorize, sanction or support any strike, slowdown, stoppage of work, curtailment of production, or refusal to perform customary duties, during the term of this agreement or when there is no agreement in place. The Union, its members and representatives further agree not to engage in job action for the purpose of effecting changes in the directives or decisions of management of the Public Authority, nor to effect a change of personnel or operations of management or of workers not covered by this MOU either during the term of this agreement or when there is no agreement in place. The Public Authority agrees not to lock out members during the term of this agreement or when there is no agreement in place. In the event that any dispute arises at the end of the agreement, the Public Authority and the Union shall follow the provisions of Section XIII of the Employer-Employee Relations Policy.

ARTICLE 8. PUBLIC AUTHORITY RIGHTS

Unless otherwise expressly specified in this agreement, the Public Authority retains the exclusive right to determine the methods, means and personnel by which its operations are to be conducted; to determine the mission of its governing body, constituent departments, committees, and other related work groups; to add or delete names of Independent Providers to and from the registry; and to take all necessary actions to carry out its mission in emergencies.

ARTICLE 9. NON-DISCRIMINATION

Neither the Public Authority nor the Union shall discriminate with respect to enrollment on the registry by reason of race, creed, color, national origin, sex, sexual orientation, age or legitimate union activities. To the extent prohibited by applicable state and federal law, there shall be no discrimination against any disabled person solely because of such disability unless that disability prevents the person from adequately performing the essential duties of the position. The provisions of this Article 9 are not applicable to consumers as defined in Article 10.

ARTICLE 10. CONSUMER RIGHTS

The parties reaffirm that under the statute and ordinance establishing the Public Authority, IHSS Consumers have the sole and undisputed right to:

- a) Hire Independent Providers of their choice, with full disclosure of relevant information on registry referrals according to IHSS regulations;
- b) Remove Independent Providers from their service at will and without appeal;

- c) Determine in advance and under all circumstances who may or may not enter their homes; and
- d) Manage, supervise, and direct the Independent Providers assisting them.

ARTICLE 11. TRAINING

Section 11.1

The Public Authority shall seek and give full consideration to the Union's input for the purpose of developing and implementing training programs for Independent Providers. Training materials and the curriculum will be developed in conjunction with the Public Authority Advisory Committee, giving full consideration to the Union's input.

The Public Authority will invite IHSS Independent Providers to training sessions. Notice of such training sessions shall be sent to the Union at the same time as the invitations to IHSS Independent Providers. Training sessions will be held in locations throughout San Mateo County. The Public Authority and the Union will meet to agree upon locations of trainings in June, with an optional second meeting, at the Union's request, in January. The Public Authority will give the Union two (2) weeks notice for the meeting. Training will be voluntary and without pay and will be at no cost to IHSS Independent Providers.

The Public Authority will provide eight (8) training sessions annually.

Topics to be covered will include but are not limited to: basic personal care, body mechanics, first aid, CPR, trainings specific to particular diseases such as diabetes and Alzheimer's disease, communication skills, dealing with difficult clients, death and dying, etc.

All such trainings will have Spanish and/or Chinese translation available upon request at the time of registration. Effort will be made by both the Public Authority and the Union to encourage providers to request translation services if necessary.

Section 11.2 – Job Development Fund

A Job Development Fund shall be established in the amount of \$5,000 annually. Any remaining funds (up to a maximum of \$5,000) shall be rolled over into the next contract year provided that the total amount in the fund shall not exceed \$15,000. Independent Providers shall be reimbursed from this fund up to \$300.00 annually to attend programs of education and training, including the cost of course books (but no other materials) which are directly related to the Independent Provider's job under the following conditions:

1. The program must be done in an off-duty status;
2. The Independent Provider must both begin and successfully complete the course while employed by a Consumer or while actively on the Registry;
3. The Independent Provider must submit an application on a form provided by the Public Authority to the Public Authority listing the name of the program and the dates of attendance prior to enrolling in the program. This application form must be submitted no less than thirty (30) calendar days prior to the beginning date of the course or program. The Public Authority will review the application and notify the Provider, within ten (10) working days following receipt of the application, of approval or disapproval. The Public Authority shall forward to the Union, on a monthly basis, a list of all Job Development Reimbursement Forms received so the parties can monitor the types of training requested;

4. Upon completion of the program, the Independent Provider must submit to the Public Authority a request for reimbursement accompanied by a copy of the school grade report or a certificate of successful completion; and
5. Should the amount dedicated to the Job Development Fund be exhausted in any given year, further applications will not be accepted that year. For purposes of this Section 11.2, a year shall be considered the period of July 1 through June 30.

ARTICLE 12. WAGES

Section 12.1

The current hourly wage is \$11.50 per hour, contingent upon the State and Federal governments' agreements to share at that level under the current funding formula. The Public Authority's share of this wage is \$2.15 per hour.

If during the term of this Agreement actions are taken by the State and/or Federal government that decrease that government's participation in the wage rate below its participation rate as of June 30, 2010, or if the State Realignment funding formula for IHSS is reduced from the formula in use on June 30, 2010, the Public Authority will continue to pay its current share of \$2.15 per hour to the wage. In addition, the Public Authority will replace any subsequent shortfall in State and/or Federal funding up to a maximum of an additional \$0.51 per hour by increasing its contribution to the wage rate up to a total maximum Public Authority contribution of \$2.66 per hour. In the event that State and/or Federal funding reductions exceed \$0.51 per hour, the hourly wage shall be decreased by that amount of the State and/or Federal funding decrease that is in excess of \$0.51 per hour.

Section 12.2 Additional Funding

It is understood that the Union actively and aggressively fights and wins funding for IHSS. Should any extra funding be secured for the IHSS Program, the Union and the Public Authority will meet thirty (30) days after its approval to discuss the funding appropriations.

ARTICLE 13. BENEFITS

Section 13.1 Bus Passes

As soon as practicable after ratification and adoption of this MOU, IHSS Independent Providers shall be reimbursed for the purchase of SamTrans bus passes, MUNI bus passes, or Caltrain monthly passes under the following conditions:

1. The fund shall be established in the amount of \$30,000. Any remaining funds will roll over into the next contract year;
2. Independent Providers must purchase a monthly pass from SamTrans (currently costing \$48.00), MUNI or Caltrain. The Independent Provider will submit evidence to the Public Authority of purchase in the form of an original or photocopy receipt. Within ten (10) working days after receiving such evidence of purchase, the Public Authority will issue a check to the Independent Provider in the amount of \$38.40;
3. No Independent Provider will be reimbursed for more than one (1) pass in any given month;
4. The reimbursement described in paragraph 2 above will be on a first-come, first-served basis (based on submission of evidence of purchase) and shall be limited to the first \$2,500.00

reimbursed in any given month. Except as provided in the following paragraphs, once \$2,500.00 is reimbursed in any month, no further applications for reimbursement will be accepted;

5. Should less than \$2,500.00 be reimbursed in any month, the excess funds shall be rolled over into the next month to supplement the monthly rate of \$2,500.00 and into subsequent months within the same contract year. Any remaining funds shall be returned to the Public Authority at the expiration of this MOU; and
6. Should the Public Authority be able to secure a different rate from SamTrans, MUNI or Caltrain for monthly passes, or should the cost for such passes change, the Independent Provider will be reimbursed for 80% of the cost of the SamTrans monthly pass with the same total limit of \$2,500.00 per month as described above and under the same conditions as described in the preceding paragraphs of this Article 13.

Section 13.2 – Health, Dental and Vision Insurance Benefits

Effective January 1, 2013, the Public Authority will fund up to 1000 healthcare slots. The Public Authority will fund up to 2200 dental slots.

These benefits are restricted to Independent Providers who work at least 35 hours per month for two consecutive months and is limited to employee only (no dependent coverage). Effective January 1, 2013, Independent Providers who are enrolled in the Health Plan of San Mateo shall pay \$20.00 per month toward the monthly premium and Independent Providers who are enrolled in Dental Benefits shall pay \$5.00 per month toward the monthly premium. In the event of an increase in premium, the parties will meet and confer to discuss potential reallocation of funds available for benefits within the County share.

Dental and vision insurance is for Independent Providers who work at least 35 hours per month for two consecutive months. Dental and Vision coverage shall be provided at the premium rate of \$21.28. Dental coverage shall be provided under the Blue Cross 2500 Dental plan. The Public Authority shall continue to pay for those Independent Providers who are currently receiving dependent and family coverage and who were paid for 35 or more hours in June 2003, to continue at their current level of coverage as long as they are continuously employed as an Independent Provider at 35 or more hours per month with no break in service.

The number of filled slots for Health will be reviewed on a quarterly basis on September 30, December 31, March 31, and June 30. If the number of filled slots is within 10 of the maximum allowable slots as stated above, the Union and the Public Authority will meet no later than thirty (30) days of the dates stated above to review allocation of slots.

Independent Providers not currently receiving dependent and family coverage may purchase dental coverage for their dependents under the condition that the Independent Provider shall be responsible for all costs for such coverage. The number of hours worked per month is determined by the “Provider Hours Paid for Month Report” from EDS, or a similar report agreed to by the Public Authority and the Union. This report covers a one month period. To ensure that there is no break in eligibility for benefits, time cards are to be submitted no later than five (5) working days after the end of the pay period.

The Union will administer Health, Dental and Vision Insurance plans for IHSS Independent Providers through December 31, 2012. In exchange for these services, the Public authority will provide \$25,000 (including state and federal matching funds) for these services. Beginning January 1, 2013 (or on a date thereafter mutually agreed upon) the Public Authority will administer Health, Dental, and Vision Insurance plans for IHSS Independent Providers. In order to be eligible to enroll for Health, Dental or Vision

benefits, Independent Providers must be either members or pay an agency fee to the Union.

ARTICLE 14. ADVANCE NOTICE

Except in cases of emergency as provided below in this subsection, the Union, if affected, shall be given reasonable advance written notice of any ordinance, resolution, rule or regulation directly relating to matters within the scope of representation proposed to be adopted by the Public Authority and shall be given the opportunity to meet with appropriate management representatives prior to adoption.

In cases of emergency when the foregoing procedure is not practical or in the best public interest, the Public Authority may adopt or put into practice immediately such measures as are required. At the earliest practicable date thereafter the Union shall be provided with the notice described in the preceding paragraph and be given an opportunity to meet with the appropriate management representatives.

ARTICLE 15. SEPARABILITY OF PROVISIONS

In the event that any provision of this agreement is declared by a court of competent jurisdiction to be illegal or unenforceable, that provision of the agreement shall be null and void but such nullification shall not affect any other provisions of this agreement, all of which other provisions shall remain in full force and effect.

ARTICLE 16. PAST PRACTICES

Continuance of working conditions and practices not specifically authorized by resolution of the Public Authority is not guaranteed by this agreement.

ARTICLE 17. TERM

This agreement and all of its provisions shall become effective upon ratification by the Union membership and adoption by the Public Authority and shall remain in full force and effect until June 30, 2014, and annually thereafter, unless either party hereto serves notice on the other to amend or terminate the agreement as provided herein.

If either party hereto desires to modify or amend any of the provisions of this agreement, it shall give written notice to the other party by March 30, 2014, or any March 30 thereafter, that this agreement is in effect.

Dated: January 15, 2013

**For Service Employees International Union
Local 521**

Rebeca Armendariz,
Lead Worksite Organizer

Merina Au Yeung, Internal Organizer

Sylvia Sanchez, Internal Organizer

Mandy Lu, Internal Organizer

Dolly Clemente, Provider

Myrna Bravo, Provider

Ryan Gonzales, Provider

For San Mateo IHSS Public Authority

Jean Fraser, Chief, Health System

Lisa Mancini, Director, Aging & Adult
Services

Nicole McKay, Employee Relations
Manager

Sideletter of Agreement

Service Employees International Union Local 521 and the County of San Mateo IHSS Public Authority hereby agree as follows:

All Independent Providers currently working 25 hours or less per month shall be exempt from the Agency Fee provision.

The 13 Independent Providers coded 01 or 02 currently not paying the Agency Fee or Union Dues shall be grandfathered until they so select Agency Fee or their minor child is no longer minor. All future Independent Providers coded as 01 or 02 shall be included under Agency Shop provision Section 3.1. Listed are the 13 Independent Providers and their corresponding code:

- 1. DELA CRUZ, PRISCILLA 01
- 2. JACOBS, MICHELLE 01
- 3. KATAMI, WAFI 01
- 4. NAPETIAN, ARTASH 01
- 5. ROCHA, DOMINGOS 01
- 6. ROSARIO, ESPERANZA 01
- 7. VILLAMIL, PURITA 01
- 8. CASADOS, VANESSA 02
- 9. CHHIM, VUTDET 02
- 10. MACAY, KARINA 02
- 11. OPETA, VAEONO 02
- 12. SCHNEIDER, JANE 02
- 13. VAUGHAN, MELISSA 02

Nothing in this agreement shall preclude these Independent Providers from joining the Union or paying a service fee if they so choose.

This Side Letter of Agreement shall be available upon request to either the San Mateo County IHSS Public Authority, or the Service Employees International Union Local 521.

Dated: August 6, 2007

For the Union

For San Mateo IHSS Public Authority

Marta Ramirez, SEIU Local 521

Lisa Mancini, Director, AAS



COUNTY OF SAN MATEO
Inter-Departmental Correspondence
Health System



Date: December 5, 2012
Board Meeting Date: January 15, 2013
Special Notice / Hearing: None
Vote Required: Majority

To: Honorable Board of Supervisors

From: Jean S. Fraser, Chief, Health System
Stephen Kaplan, Director, Behavioral Health and Recovery Services

Subject: First Amendment to the Agreement with the State of California Department Health Care Services

RECOMMENDATION:

Adopt a Resolution authorizing an amendment to the agreement with the State of California Department of Health Care Services for Medi-Cal Managed Care and Specialty Mental Health services, extending the term through April 30, 2013.

BACKGROUND:

In April 1995, under a waiver granted to the State of California Department of Health Services (DHS) by the federal Centers for Medicare and Medicaid Services (CMS), San Mateo was the first California county to implement a mental health managed care system for Medi-Cal beneficiaries. Under the conditions of the federal waiver, Behavioral Health & Recovery Services (BHRS) was authorized to become the San Mateo County Mental Health Plan (MHP), providing mental health services to Medi-Cal beneficiaries in previous agreements with the state. These agreements have provided for federal Medi-Cal revenue to support managed care and other specialty mental health services.

On August 14, 2012, your Board approved an agreement with the State of California Departments of Mental Health and Health Care Services for Medi-Cal Managed Care and Specialty Mental Health services for the term of April 1, 2012 through December 31, 2012, for a maximum obligation of \$38,021,710.

The agreement defines the requirements for quality improvement, management and assurance, record keeping, client rights, availability and accessibility of services, utilization management, provider certification and fee-for-service reimbursement. It also establishes requirements for day treatment services, Therapeutic Behavioral Services

(TBS), certification of program integrity, the Health Insurance Portability and Accountability Act (HIPAA), and other program requirements.

DISCUSSION:

DHCS would now like to amend the agreement to extend the term through April 30, 2013, with no change in the maximum obligation of \$38,021,710. This is an extension to the prior year's agreement rather than a new agreement because the State Department of Health Care Services has not completed its transition and contract development for the programs transferred from the former State Department of Mental Health.

BHRS requests your Board to authorize the Chief of the Health System or designee to execute contract amendments which modify the County's maximum fiscal obligation by no more than \$25,000 (in aggregate), and/or modify the contract term and/or services so long as the modified term or services is/are within the current or revised fiscal provisions.

The agreement and Resolution have been reviewed and approved by County Counsel as to form.

The agreement contributes to the Shared Vision 2025 outcome of a Healthy Community by providing managed care and other specified mental health services for San Mateo County residents.

FISCAL IMPACT:

The agreement maximum is \$38,021,710. This includes funding for mental health Managed Care services and Early Periodic Screening, Diagnosis and Treatment (EPSDT) services, and all federal financial participation funding for Short-Doyle Medical services for FY 2012-13. We believe the amount of funding will be sufficient for the remaining term of the agreement. Required match for Managed Care and EPSDT services will be provided through 2011 Realignment. These revenues have been included in the BHRS FY 2011-12 Adopted Budget and the BHRS FY 2012-13 Adopted Budget.

RESOLUTION NO. _____

BOARD OF SUPERVISORS, COUNTY OF SAN MATEO, STATE OF CALIFORNIA

*** * * * ***

RESOLUTION AUTHORIZING AN AMENDMENT TO THE AGREEMENT WITH THE STATE OF CALIFORNIA HEALTH CARE SERVICES FOR MEDI-CAL MANAGED CARE AND SPECIALTY MENTAL HEALTH SERVICES, EXTENDING THE TERM THROUGH APRIL 30, 2013

RESOLVED, by the Board of Supervisors of the County of San Mateo, State of California, that

WHEREAS, on August 14, 2012, under Resolution 072112, this Board approved an agreement with the State of California Departments of Mental Health and Health Care Services to provide funding to the San Mateo County Mental Health Services Division for the purpose of providing Medi-Cal managed care services and other specified mental health services for the term April 1, 2012 through December 31, 2012, for a maximum obligation of \$38,201,710; and

WHEREAS, there has been presented to this Board a first amendment to extend the term of the agreement through April 30, 2013, with no change to the maximum obligation of \$38,021,710; and

WHEREAS, this Board has been presented with a form of the first amendment and has examined and approved it as to both form and content and desires to enter into the Agreement.

NOW, THEREFORE, IT IS HEREBY DETERMINED AND ORDERED that the President of this Board of Supervisors be and is hereby authorized and directed to

execute said Amendment to the Agreement for and on behalf of the County of San Mateo, and the Clerk of this Board shall attest the President's signature thereto.

BE IT FURTHER RESOLVED that the Chief of the Health System or designee is authorized to execute contract amendments which modify the County's maximum fiscal obligation by no more than \$25,000 (in aggregate), and/or modify the contract term and/or services so long as the modified term or services is/are within the current or revised fiscal provisions.

* * * * *

Check here if additional pages are added: ___ Page(s)

Agreement Number 11-88388	Amendment Number A01
Registration Number	

1. This Agreement is entered into between the State Agency and Contractor named below:
 State Agency's Name (Also known as DHCS, CDHS, DHS or the State)
Department of Health Care Services
 Contractor's Name (Also referred to as Contractor)
San Mateo County Behavioral Health & Recovery Services



2. The term of this Agreement is: **April 1, 2012**
 through **April 30, 2013**

3. The maximum amount of this Agreement after this amendment is: **\$ 38,021,710**
 Thirty-eight million, twenty-one thousand, seven hundred ten dollars.

4. The parties mutually agree to this amendment as follows. All actions noted below are by this reference made a part of the Agreement and incorporated herein:
 - I. **Amendment effective date:** December 30, 2012
 - II. **Purpose of amendment:** This amendment implements a four month time-only extension to ensure a continuity of specialty mental health services.
 - III. Certain changes made in this amendment are shown as: Text additions are displayed in **bold and underline**. Text deletions are displayed as strike through text (i.e., ~~Strike~~).
 - IV. Paragraph 2 (term) on the face of the original STD 213 is amended to read: April 1, 2012 through ~~December 31, 2012~~ **April 30, 2013**. All references to the former contract term of April 1, 2012 through December 31, 2012 in any exhibit incorporated into this agreement are hereinafter deemed to read April 1, 2012 through April 30, 2013.

All other terms and conditions shall remain the same.

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.

CONTRACTOR		CALIFORNIA Department of General Services Use Only
Contractor's Name (If other than an individual, state whether a corporation, partnership, etc.) San Mateo County Behavioral Health & Recovery Services		
By (Authorized Signature) 	Date Signed (Do not type)	
Printed Name and Title of Person Signing President, San Mateo County Board of Supervisors		
Address 225 W. 37th Avenue, Room 320 San Mateo, CA 94403		
STATE OF CALIFORNIA		
Agency Name Department of Health Care Services		<input checked="" type="checkbox"/> Exempt per: W&I Code 14703
By (Authorized Signature) 	Date Signed (Do not type)	
Printed Name and Title of Person Signing Vanessa Baird, Deputy Director		
Address 1501 Capitol Avenue, P.O. Box 997413, MS 4000 Sacramento CA 95899		



COUNTY OF SAN MATEO
Inter-Departmental Correspondence
Health System



Date: December 6, 2012
Board Meeting Date: January 15, 2013
Special Notice / Hearing: None
Vote Required: Majority

To: Honorable Board of Supervisors

From: Jean S. Fraser, Chief, Health System
Susan Ehrlich, MD, MPP, Chief Executive Officer, San Mateo Medical Center

Subject: Agreement with the Regents of the University of California

RECOMMENDATION:

Adopt a Resolution authorizing an agreement with the Regents of the University of California to provide dermatology and teledermatology services for the term of October 1, 2012 through September 30, 2014, in the amount of \$188,000.

BACKGROUND:

Most skin problems are non-life-threatening. By using teledermatology to transmit an image of the affected area to the doctor, appropriate treatment can be prescribed for the patient without having the patient return to San Mateo Medical Center (SMMC) on clinic day. This also frees up time on clinic day for the treatment of more serious and/or life-threatening conditions such as various skin cancers.

In January 2011, the County entered into an agreement with the Regents of the University of California, Department of Dermatology (UCSF) to provide teledermatology screening and dermatology clinics at SMMC. Converting from dermatology physician services to telemedicine with physician clinic coverage has resulted in a net annual savings of \$66,000.

DISCUSSION:

Based on the success of this conversion, a new agreement will allow for continuation of service. The services provided under this agreement include 24 hour, 7 days per week teledermatology coverage and one day per week of dermatology clinic.

Delay in the submission of this agreement to your Board was due to prolonged, complex negotiations and failure of the provider to return the signed agreement in a timely manner.

The agreement and Resolution have been reviewed and approved by County Counsel as to form. The contractor's insurance meets certification requirements.

SMMC also requests that your Board authorize the Chief of the Health System or designee to execute contract amendments which modify the County's maximum fiscal obligation by no more than \$25,000 (in aggregate), and/or modify the contract term and/or services so long as the modified term or services is/are within the current or revised fiscal provisions.

The Contractor has assured compliance with the County's Contractor Employee Jury Service Ordinance, as well as all other contract provisions that are required by County ordinance and administrative memoranda, including but not limited to insurance, hold harmless, non-discrimination and equal benefits.

This agreement contributes to the Shared Vision 2025 outcome of a Healthy Community by providing access to dermatology services to residents of San Mateo County. It is anticipated that 100% of teledermatology patients will be screened for possible malignancy.

PERFORMANCE MEASURE(S):

Measure	FY 2011-12 Actual	FY 2012-13 Projected
Percentage of teledermatology patients who will be screened for possible malignancy	N/A*	100%

*This is a new performance measure.

FISCAL IMPACT:

The term of this agreement is October 1, 2012 through September 30, 2014. The maximum fiscal obligation is \$188,000. Funds in the amount of \$70,500 are included in the SMMC FY 2012-13 Adopted Budget and \$94,000 will be included in the SMMC FY 2013-14 Recommended Budget. Similar arrangements will be made for future budget years.

Expenses at SMMC are covered by fees for services or third-party payors whenever possible. The portion of expenses for services provided to the medically indigent or to those covered by programs that do not fully meet the costs of care are covered by the County General Fund contribution to SMMC, and are within the existing annual appropriation.

RESOLUTION NO. _____

BOARD OF SUPERVISORS, COUNTY OF SAN MATEO, STATE OF CALIFORNIA

* * * * *

RESOLUTION AUTHORIZING AN AGREEMENT WITH THE REGENTS OF THE UNIVERSITY OF CALIFORNIA TO PROVIDE DERMATOLOGY AND TELEDERMATOLOGY SERVICES FOR THE TERM OF OCTOBER 1, 2012 THROUGH SEPTEMBER 30, 2014, IN THE AMOUNT OF \$188,000

RESOLVED, by the Board of Supervisors of the County of San Mateo, State of California, that

WHEREAS, in January 2011, the County of San Mateo entered into an agreement with The Regents of the University of California, Department of Dermatology (UCSF) for the Contractor to provide teledermatology screening and dermatology clinics at San Mateo Medical Center (SMMC); and

WHEREAS, the parties wish to enter into another agreement whereby UCSF will continue to provide teledermatology screening and dermatology clinic services for the term October 1, 2012 through September 30, 2014, for a maximum fiscal obligation of \$188,000; and

WHEREAS, this Board has been presented with a form of such agreement and has examined and approved it as to both form and content and desires to enter into it.

NOW, THEREFORE, IT IS HEREBY RESOLVED that the President of this Board of Supervisors be and is hereby authorized and directed to execute said agreement for and on behalf of the County of San Mateo, and the Clerk of the Board

shall attest the President's signature thereto.

BE IT FURTHER RESOLVED that the Chief of the Health System or designee is authorized to execute contract amendments which modify the County's maximum fiscal obligation by no more than \$25,000 (in aggregate), and/or modify the contract term and/or services so long as the modified term or services is/are within the current or revised fiscal provisions.

* * * * *

**PROFESSIONAL SERVICES AGREEMENT
BETWEEN
SAN MATEO COUNTY, SAN MATEO MEDICAL CENTER
AND
THE REGENTS OF THE UNIVERSITY OF CALIFORNIA**

This Professional Service Agreement ("Agreement") is effective October 1, 2012 ("Effective Date") and is entered into by and between the Regents of the University of California, a California Constitutional corporation, on behalf of the University of California, San Francisco, School of Medicine, Department of Dermatology ("University"), and the County of San Mateo, a political subdivision of the State of California on behalf of the San Mateo Medical Center (SMMC), and sets forth the terms and conditions under which University will provide professional medical services to SMMC's Dermatology Department.

RECITALS

WHEREAS SMMC is the owner and operator of community health clinics ("Clinics"), which offer a variety of medical services;

WHEREAS University operates a School of Medicine which includes a Department of Dermatology and employs or contracts with physicians who are licensed to practice medicine in the State of California and are qualified to provide the services identified in this Agreement for SMMC patients;

WHEREAS SMMC desires to provide for services to be performed for its patients and believes that services can be more effectively provided through an arrangement with the University;

WHEREAS University desires to provide those services through its University Medical Professionals as set forth in this Agreement, and in doing so, University shall support the mission of the University of California by providing such community service;

NOW, THEREFORE, intending to be legally bound by this Agreement and in consideration of the mutual promises made below, the parties agree as follows:

1. RESPONSIBILITIES OF UNIVERSITY

1.1 Professional Services and Coverage. During the term of this Agreement, University Medical Professionals who are listed in Exhibit 1.1, incorporated herein by reference, (collectively "University Medical Professional(s)") shall provide dermatology services to SMMC patients as scheduled by SMMC in mutual agreement with University (collectively "University Medical Professional(s)") who are listed in Exhibit 1.1. However, the SMMC Chief Executive Officer or designee shall have the right to withhold consent from any University Medical Professional to provide services under this Agreement for reasonable cause. The University Medical Professional(s) shall be employee(s) of University (and not of SMMC) and shall be compensated through the University's payroll. University shall have authority and responsibility for providing the University Medical Professional(s) to SMMC (including recruiting, hiring, promoting, compensating, and disciplining) and for establishing the terms of his or her employment with University.

1.2 Scope of Services. The Services to be provided under this Agreement shall include onsite and "teledermatological" services on patients at SMMC, and other services all as described in greater detail in Exhibit 1.2 incorporated herein by reference (collectively, the "Services").

1.3 Physician Qualifications. University Medical Professionals providing services under this Agreement shall be licensed in California, and board certified as required by their discipline.

1.4 Standards. Each University Medical Professional providing services hereunder shall perform his or her professional medical duties in accordance with (a) SMMC's Medical Staff Bylaws, rules and regulations, and policies, (b) all rules and regulations generally applicable to physicians practicing medicine in California, and (c) the standards and recommendations of the Joint Commission.

1.5 SMMC Credentialing. University physicians shall apply for and be granted SMMC Staff membership privileges prior to treating the patients of SMMC. University shall pay the credential costs for all participating University Medical Professionals.

1.6 Administrative and Miscellaneous Duties and Responsibilities

While onsite at San Mateo Medical Center, University Medical Professionals will cooperate with the administration of the SMMC. Such cooperation shall include but not be limited to the following: maintaining medical records in a timely fashion (including the appropriate use of dictation or other technology, as required by SMMC), billing, peer review, completing time studies as required by California and Federal reimbursement regulations, and SMMC compliance programs. To the extent applicable, University Medical Professional(s) shall provide appropriate supervision and review of services rendered by physician assistants and other non-physicians involved in the direct medical care of SMMC patients.

1.7 Billing and Compliance

University Medical Professional(s) shall prepare such administrative and business records and reports related to the service in such format and upon such intervals as SMMC shall reasonably require. University Medical Professional(s) agrees to keep accurate and complete records. To the extent that billing is discussed in more detail in Exhibits to this Agreement, University Medical Professional(s) shall comply with those billing-related requirements.

1.8 Compliance with Rules and Regulations

University Medical Professional(s) agrees to abide by rules, regulations, and guidelines of SMMC to the extent they do not conflict with University rules, regulations and guidelines. University and University Medical Professionals will notify SMMC promptly if they determine that any SMMC rule, regulation or guideline conflicts with any University rule, regulation or guideline. SMMC and University agree that they will meet and confer at the request of either party regarding any such conflict. SMMC may from time to time amend, add, or delete rules, regulations, or guidelines at SMMC's sole discretion, and such amendment will not affect the enforceability or terms of this Agreement. SMMC shall notify University and University Medical Professional(s) of any changes to its rules, regulations or guidelines within thirty (30) days of such changes.

1.9 Managed Care Contracts

Contractor is obligated to observe the provisions of all managed care contracts which SMMC may enter into for health care services with managed care organizations, including but not limited to Health Maintenance Organizations (HMOs), Independent Practice Associations (IPAs), Preferred Provider Organizations (PPOs), Medical Service Organizations (MSOs), Integrated Delivery Systems (IDSs), and Physician-Hospital Organizations (PHOs).

1.10 Requirement of Contractor to notify County of any Detrimental Professional Information or Violation of Contract Rules or Policies

During the term of this Agreement, Contractor shall notify SMMC immediately, or as soon as is possible thereafter, in the event that:

A. Any UNIVERSITY MEDICAL PROFESSIONAL(s)'s license to practice in any jurisdiction is suspended, revoked, or otherwise restricted;

B. A complaint or report concerning any University Medical Professional(s) competence or conduct is made to any state medical or professional licensing agency;

C. Any University Medical Professional's privileges at any hospital or health care facility or under any health care plan are denied, suspended, restricted, terminated, or under investigation for medical disciplinary cause or reason;

D. Any University Medical Professional's controlled substance registration certificate (issued by the Drug Enforcement Administration), if any, is being or has been suspended, revoked, or not renewed;

E. Any University Medical Professional's participation as a Medicare or Medi-Cal provider is under investigation or has been terminated;

F. There is a material change in any of the information the Contractor has provided to SMMC concerning any University Medical Professional(s) professional qualification or credentials; or

G. Any University Medical Professional is convicted of a crime.

Contractor must also notify SMMC within thirty (30) days of any breach of this Agreement, of violation of any of SMMC rules or regulations, whether by others or by the University Medical Professional(s) himself/herself, or if the University Medical Professional(s) is subject to or a participant in any form of activity which could be characterized as discrimination or harassment.

1.11 Compliance with Contractor Employee Jury Service Ordinance

Contractor shall comply with the County Ordinance with respect to provision of jury duty pay to employees and have and adhere to a written policy that provides that its employees shall receive from the Contractor, on an annual basis, no fewer than five (5) days of regular pay for actual jury service in San Mateo County. The policy may provide that employees deposit any fees received for such jury service with the Contractor or that the Contractor deduct from the employees' regular pay the fees received for jury service.

1.12 Citizenship Duties of Contractor

A. University Medical Professional(s) will make all reasonable efforts to participate in coordination and optimization of services, including but not limited to participation in quality improvement and utilization management efforts.

B. University Medical Professional(s) will make all reasonable efforts to communicate effectively and coordinate care and services with primary care providers, including but not limited to direct contact with individual providers where clinically indicated.

C. University Medical Professional(s) will conduct himself/herself with professionalism at all times, which includes but is not limited to courteous and respectful conduct toward, and reasonable cooperation with, all SMMC employees.

D. To the extent that citizenship duties are discussed in more detail in Exhibits to this Agreement, University Medical Professional(s) shall comply with those additional duties and requirements.

1.13 University's Conflict of Interest

University shall inform SMMC of any other arrangements which may present a professional, financial, Stark Law, or any other state or federal conflict of interest or materially interfere in University's performance of its duties under this Agreement. In the event the University Medical Professional(s) pursues conduct which does, in fact, constitute a conflict of interest or which materially interferes with (or is reasonably anticipated to interfere with) University Medical Professional(s) performance under this Agreement, SMMC may exercise its rights and privileges under Section 4 below.

1.14 Non-Permitted Uses of San Mateo County Premises

University agrees not to use, or permit any of University's representatives to use, any SMMC facility or service for any purpose other than the performance of services under this Agreement. Without limiting the generality of the foregoing, University agrees that no part of the premises of SMMC shall be used at any time as an office for private practice or delivery of care for non-San Mateo County patients.

1.15 No Contract in County Name

University shall not have the right or authority to enter into any contract in the name of SMMC or otherwise bind SMMC in any way without the express written consent of SMMC.

1.16 Professional Standards

University Medical Professional(s) shall perform his or her duties under this Agreement in accordance with the rules of ethics of the medical profession. University Medical Professional(s) shall also perform his/her duties under this Agreement in accordance with the appropriate standard of care for his/her medical profession and specialty.

2. **RESPONSIBILITIES OF SMMC**

SMMC shall provide the space, equipment, services, supplies and appropriate and customary support personnel for University Medical Professionals as set forth in this Article 2 in accordance with sound medical and legal practices and any applicable federal and state laws and regulations, including the requirements of the Joint Commission and applicable Medicare Conditions of Participation.

2.1 Space. SMMC shall provide University Medical Professionals with suitable space to perform the Services while onsite. SMMC shall remain responsible for the overall operation of the Clinic and shall maintain such space and facilities in good and sanitary order, condition, and repair.

2.2 Equipment. SMMC shall furnish all equipment and supplies necessary for University Medical Professionals to perform the Services, including but not limited to the specialized equipment described in Exhibit 2.2. of this Agreement, incorporated herein by reference. SMMC will be responsible for ensuring that the equipment used by University Medical Professionals pursuant to this Agreement is maintained in good operating order, including any necessary maintenance and/or repairs.

2.3 Services and Supplies. SMMC shall provide or arrange for the provision of janitorial services, housekeeping services, laundry and utilities, together with such other services, including medical records, administrative and engineering services, and expendable supplies as SMMC and University reasonably agree is necessary for the proper delivery of the services.

2.4 Personnel. SMMC shall employ or otherwise retain all non-physician personnel, including nurses, technicians, therapists, and clerical personnel necessary for the proper delivery of the services. SMMC shall ensure that such personnel are appropriately trained and certified or licensed as necessary and are covered by SMMC's insurance or have obtained equivalent coverage. SMMC shall be solely responsible for satisfying any and all obligations for any personnel it retains, employs or contracts with to assist it to perform this Agreement. Such obligations shall include, but are not limited to, paying all federal and state withholding taxes applicable to employees, complying with federal and state wage-hour obligations (including overtime), workers compensation obligations, unemployment insurance obligations, and other applicable taxes and contributions to government mandated employment related insurance and similar programs.

2.5 Data Security. SMMC warrants and represents that it will send an Inquiry (defined in Exhibit 1.2 of this Agreement, incorporated herein by reference) via a secured and encrypted line and that its computers used for the Services shall be protected by the current computer anti-virus and internet security software. In the event of a data breach of SMMC's IT infrastructure or computer network or computer systems, which requires the notification of patients, SMMC shall solely bear any and all related costs.

3. COMPENSATION AND BILLING

3.1 Compensation to University. The SMMC shall pay University for the services as provided in Exhibit 3.1 of this Agreement, incorporated herein by reference.

3.2 Billing. SMMC shall bill, collect, and retain fees for professional services provided by University Medical Professionals.

3.3 Compliance with Laws. SMMC represents that it maintains a compliance program designed to promote adherence to applicable federal and state laws, regulations, and interpretations. SMMC shall use its best efforts to ensure that all claims relating to the services satisfy all applicable payor rules, regulations, and instructions. Without limiting the scope of the indemnification provided in Section 7.1 below, SMMC shall indemnify, defend and hold harmless University and University Medical Professionals from any liability, loss, damage, claim, fine, or expense, including costs and reasonable attorneys' fees, arising from any actual or alleged billing errors, false claims, or insurance fraud relating to claims erroneously made by SMMC for any service to the extent that such errors, false claims, or insurance fraud relating to claims erroneously made by SMMC are not due to acts or omissions by University Medical Professionals..

4. TERM AND TERMINATION

4.1 Term. The term of this Agreement shall be for a two-year period beginning on the Effective Date of October 1, 2012 and shall end on September 30, 2014, unless terminated sooner as set forth hereunder.

4.2 Termination Without Cause. Either party may terminate this Agreement without cause upon at least sixty (60) days' prior written notice to the other party.

4.3 Termination With Cause. Either party may terminate this Agreement upon the material breach of this Agreement by the other party by giving the other party fifteen (15) calendar days' prior written notice of such breach. If such breach is not cured by the breaching party within fifteen (15) calendar days of receipt of this notice, this Agreement shall terminate at the end of such fifteen (15) calendar day period.

4.4 Immediate Termination. Notwithstanding any other provision herein, this Agreement shall be terminated immediately by either party if: (a) University Medical Professionals or SMMC (including its individual physicians) have their respective license to practice medicine in the State of California suspended or revoked; (b) if the insurance coverage for University Medical Professionals or SMMC, as required hereunder, is canceled or modified; or (c) if SMMC fails to meet the requirements of the Medicare conditions of participation.

5. MEDICAL RECORDS

5.1 Confidentiality. The parties agree to maintain the confidentiality of all medical records pertaining to the provision of services under this Agreement in accordance with applicable federal and state laws and regulations including but not limited to the California Confidentiality of Medical Records Information Act, codified at Section 56.1, et seq., of the California Civil Code and California Evidence Code Sections 1156 and 1157.

5.2 Ownership. All medical records and charts created at SMMC by University Medical Professionals pursuant to this Agreement shall be and remain the property of SMMC; provided, however, University and/or University Medical Professionals shall be entitled to inspect and/or obtain copies of all such records upon request.

6. STATUS OF THE PARTIES

It is the express intention of the parties that the legal status of University to SMMC shall be that of an independent practice, furnishing the services of its employees to SMMC under a

contractual arrangement, which constitutes neither a partnership, joint venture, or a cost-sharing arrangement. University shall be solely responsible for paying or withholding all relevant taxes arising from the compensation of the University Medical Professionals, and University shall be solely responsible for all other governmental requirements applicable to University and the University Medical Professionals arising out of their employment relationship. The University Medical Professionals shall have no claim under this Agreement, or otherwise, against SMMC for workers' compensation, unemployment compensation, vacation pay, sick leave, retirement benefits, Social Security benefits, disability insurance benefits, unemployment insurance benefits, or any other employee benefits, all of which shall be the sole responsibility of University.

7. INDEMNIFICATION AND INSURANCE

7.1 Indemnification by SMMC. SMMC shall defend, indemnify and hold University, University Medical Professionals, and University officers, employees and agents harmless from and against any and all liability, loss, expense, (including reasonable attorneys' fees), or claims for injury or damages arising out of the performance of this Agreement, but only in proportion to and to the extent such liability, loss, expense, attorneys' fees or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of SMMC, its officers, employees, or agents. Further, SMMC shall defend, indemnify and hold University, University Medical Professionals, and University officers, employees and agents harmless from and against any and all liability, loss, expense, (including reasonable attorneys' fees), or claims for injury or damages arising out of a breach of SMMC's obligations under this Agreement or of a data breach in SMMC's IT infrastructure, computer network, or computer systems.

7.2 Indemnification by University. University shall defend, indemnify and hold SMMC, its officers, employees, and agents harmless from and against any and all liability, loss, expense (including reasonable attorneys' fees), or claims for injury or damages arising out of the performance of this Agreement, but only in proportion to and to the extent such liability, loss, expense, attorneys' fees or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of University, its officers, employees, or agents. Further, University shall defend, indemnify and hold SMMC, SMMC Medical Professionals, and SMMC officers, employees and agents harmless from and against any and all liability, loss, expense, (including reasonable attorneys' fees), or claims for injury or damages arising out of a breach of University's obligations under this Agreement or of a data breach in University's IT infrastructure, computer network or computer systems.

7.3 Insurance for SMMC. SMMC shall secure and maintain the insurance coverage described in Exhibit 7.3.

7.4 Insurance for University Medical Professionals. The University of California shall secure and maintain during the term of this Agreement professional medical liability, comprehensive general liability and workers compensation insurance on behalf of University Medical Professionals in accordance with University policies and procedures described in Exhibit 7.4.

8. USE OF NAME AND MARKETING

8.1 Use of Name. The parties agree that any use of the "University," or the "University of California" name or other similar references to the University of California San Francisco, its physicians or facilities, shall be subject to the prior written approval of the Regents

of the University of California in accordance with the provisions of applicable law, including but not limited to California Education Code Section 92000.

8.2 Marketing of University Medical Professionals. SMMC shall not advertise or use any of the University Medical Professional's names in any marketing materials without University's prior written consent.

9. COOPERATION IN DISPOSITION OF CLAIMS

SMMC and University agree to cooperate with each other in the timely investigation and disposition of audits, peer review matters, disciplinary actions and third-party liability claims arising out of any services provided under this Agreement. The parties shall notify one another as soon as possible of any adverse event which may result in liability to either party to the Agreement. It is the intention of the parties to fully cooperate in the disposition of all such audits, actions or claims. Such cooperation may include, but is not limited to, timely notice, joint investigation, defense, disposition of claims of third parties arising from services performed under this Agreement, and making witnesses available. University shall be responsible for discipline of University Medical Professionals in accordance with University's applicable policies and procedures.

To the extent allowed by law, SMMC and University shall have reasonable and timely access to the medical records, charts, applicable Medical Staff minutes and/or quality assurance data of the other party relating to any claim or investigation related to services provided pursuant to this Agreement; provided, however, that nothing shall require either SMMC or University to disclose any peer review documents, records or communications which are privileged under Section 1157 of the California Evidence Code, under the Attorney-Client Privilege or under the Attorney Work-Product Privilege.

10. PATIENT RECORDS

Any and all of SMMC's medical records and charts created at SMMC's facilities as a result of performance under this Agreement shall be and shall remain the property of SMMC. Both during and after the term of this Agreement, University shall be permitted to inspect and/or duplicate, at University's expense, any individual charts or records which are (1) necessary to assist in the defense of any malpractice or similar claim, and (2) relevant to any disciplinary action, (3) for educational or research purposes; and/or (4) necessary for University to ensure compliance with all regulatory requirements. Such inspection and/or duplication shall be permitted and conducted pursuant to commonly accepted standards of patient confidentiality in accordance with applicable federal, state and local laws.

11. COMPLIANCE WITH LAWS

11.1 The parties shall comply with all applicable local, state and federal laws and regulations and with the requirements of the Joint Commission.

11.2 Third Party Beneficiaries

This Agreement is entered into for the sole benefit of SMMC and University. Nothing contained herein or in the parties' course of dealings shall be construed as conferring any third party beneficiary status on any person or entity not a party to this Agreement, including, without limitation, any University or SMMC representative.

11.3 Non-Discrimination

University shall comply with Section 504 of the Rehabilitation Act of 1973, which provides that no otherwise qualified handicapped individual shall, solely by reasons of a disability, be excluded from the participation in, be denied the benefits of, or be subjected to discrimination in the performance of this Agreement.

University shall assure compliance with Section 504 of the Rehabilitation Act of 1973 by submitting as part of this Agreement a signed letter of assurance of compliance (Attachment I to this Agreement).

General Non-Discrimination. University agrees that no person shall, on the grounds of race, color, religion, ancestry, gender, age national origin, medical condition, physical or mental disability, sexual orientation, pregnancy, childbirth or related medical condition, marital status, or political affiliation be denied any benefits or subject to discrimination under this Agreement.

University shall comply with the SMMC admission and treatment policies, which provide that patients are accepted for care without discrimination on the basis of race, color, religion, sex, sexual orientation, national origin, age, handicap, or political affiliation.

University shall ensure equal employment opportunity based on objective standards of recruitment, classification, selection, promotion, compensation, performance evaluation, and management relations for all employees under this Agreement. University's equal employment policies shall be made available to SMMC upon request.

12. GENERAL

12.1. Governing Law. This Agreement shall be governed by and construed and enforced in accordance with and subject to the laws of the State of California.

12.2. Severability. If any term, provision, covenant or condition of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provisions hereto shall remain in full force and effect and shall in no way be affected, impaired or invalidated as a result of such decision.

12.3. Assignment. Neither party may assign, delegate or transfer in any manner the obligations and rights set forth in this Agreement.

12.4. Amendments. This Agreement or any part of it may be amended only by the mutual written consent of the duly authorized representatives of the parties unless otherwise provided in this Agreement.

12.5. Entire Agreement. This Agreement is the entire agreement between the parties relating to the subject matter of the Agreement and shall supersede all prior arrangements, negotiations, and understandings between the parties, whether oral or written. No waiver of any term, provision or condition of this Agreement shall be deemed to be, or shall constitute a waiver of any term, and no waiver of any present condition shall constitute a waiver of such condition occurring in the future.

12.6. Notice. Any written notification required hereunder shall be personally served or mailed by certified mail, return receipt requested, to the following:

If to University:

Mounira Kenaani
UCSF, Department of Dermatology
2200 Post Street, Suite C130
San Francisco, CA 94143-1214
Facsimile:

If to SMMC:

Chief Executive Officer
San Mateo Medical Center
222 W. 39th Avenue
San Mateo, CA 94403
Facsimile: 650/573-2950

With Copy to:

County Counsel's Office
400 County Center
Redwood City, CA 94063
Facsimile: 650/363-4034

12.7. Change in Law. In the event that a change in state or federal law, statute, regulation, or enforcement or same materially affects this Agreement, the parties agree to negotiate immediately, in good faith, any necessary or appropriate amendment(s) to the terms of this Agreement. If the parties fail to reach a mutually agreeable amendment within thirty (30) days of such negotiation period, this Agreement shall terminate at the end of such thirty (30) day period.

12.8. Third Parties. This Agreement is not intended and shall not be construed to create any rights for any third party.

12.9. Counterparts. This Agreement may be executed in any number or counterparts, each of which shall be deemed an original, but all such counterparts together shall constitute but one and the same instrument.

12.10. Ability to Enter Agreement. Each party represents and warrants that it is free to enter into this Agreement and to perform each of the terms and conditions of the Agreement.

12.11. Exhibits. All exhibits referred to herein are hereby incorporated herein. In the event that any provision of this Agreement conflicts with any exhibit to this Agreement, the exhibit shall control with respect to the subject matter of such exhibit.

Exhibits and Attachments

The following exhibits and attachments are included hereto and incorporated by reference herein:

Exhibit 1.1 University Medical Professionals

Exhibit 1.2 Description of Services

Exhibit 2.2 Equipment

Exhibit 3.1 Billing Procedure and Compensation Schedule

Exhibit 7.3 SMMC Insurance

Exhibit 7.4 University Insurance

Exhibit C Citizenship Duties of University Medical Professional(s) and Other Services

Exhibit E Corporate Compliance SMMC Code of Conduct (Third Parties)


Attachment I Section 504 Compliance

Signatures follow on next page.

IN WITNESS WHEREOF, the parties have executed this Agreement to be effective as of the day and year set forth in Article 4 above.

THE REGENTS OF THE UNIVERSITY
OF CALIFORNIA, on behalf of UCSF,
Department of Dermatology ("UCSF")

COUNTY OF SAN MATEO

By: 
Neal Cohen, M.D.
Vice Dean, School of Medicine

By: _____
President, Board of Supervisors
San Mateo County

Date: 10-31-12

Date: _____

Attest: _____
Clerk of Said Board

Date: _____

Approved as to form:

By: _____

Its: _____

EXHIBIT 1.1

UNIVERSITY MEDICAL PROFESSIONALS

To be determined by University in cooperation and consultation with SMMC. University may replace any University Medical Professional assigned to provide Services with another health professional with the appropriate qualifications in the respective areas of clinical expertise. The SMMC Chief Executive Officer or designee shall have discretion to withdraw consent from any University Medical Professional to provide services under this Agreement.

EXHIBIT 1.2

DESCRIPTION OF SERVICES

In consideration of the payments specified in Exhibit 3.1, Contractor shall perform such services described below under the general direction of the SMMC Chief Medical Officer:

- I. Each week for forty-eight (48) weeks per year, University shall provide at SMMC one (1) full day Dermatology Clinic, of eight (8) hours in duration.
- II. All Dermatology patients must undergo a teledermatology screening prior to making an appointment in the Dermatology Clinic at SMMC referenced in Section I of this Exhibit 1.2.
- III. Contractor shall fulfill those requirements for active staff membership set forth in Articles 3 and 4.2 of the SMMC Medical Staff Bylaws, Rules and Regulations, and maintain such active staff status as a condition of the Agreement.

EXHIBIT 3.1

BILLING PROCEDURE AND COMPENSATION SCHEDULE

In consideration of the services specified in Exhibit 1.2, County will pay University based on the following:

- I. Contractor shall be paid a fixed rate of SEVEN THOUSAND EIGHT HUNDRED THIRTY-THREE DOLLARS (\$7,833) per month for 24 months.
- II. The term of this Agreement is October 1, 2012 through September 30, 2014. Total payments for services performed under this Agreement shall not exceed ONE HUNDRED EIGHTY EIGHT THOUSAND DOLLARS (\$188,000).
- III The components of the total cost for this Agreement are as follows:
 - A. Transportation \$2,000 per year
 - B. Computer maintenance \$1,000 per year
 - C. Dermatology Pathology \$7,000 per year to be provided by University Pathology Department
 - D. Dermatologist and Teledermatology \$84,000 per year

On a monthly basis once an invoice has been received from University, payment to be sent from County (SMMC) within fifteen (15) working days. County shall remit payment to:

Mounira Kenaani, MBA
Department Manager, Dermatology
University of California
2200 Post Street, Suite C-130
San Francisco, CA 94143-1214

- IV. Contractor shall submit an invoice for services to County for payment in accordance with the provisions of this Exhibit. County shall not be obligated to pay Contractor for the services covered by any invoice if Contractor presents the invoice to County more than one hundred eighty (180) days after the date Contractor renders the services, or more than ninety (90) days after this Agreement terminates, whichever is earlier.

EXHIBIT 2.2

EQUIPMENT

SMMC is solely responsible for procuring equipment and computer services needed to enable the teledermatology encounters to be prepared and sent to UCSF Teledermatology, including, but not limited to, approximately twenty (20) cameras, appropriate software, adequate personal computers, and an IT infrastructure, computer network, or computer systems, which comply with the requirements of the University as may be revised from time to time.

EXHIBIT 7.3

SMMC INSURANCE

SMMC warrants that it maintains commercial insurance that covers its activities in connection with this Agreement as follows:

1. Professional Medical Liability Insurance of FIVE MILLION DOLLARS (\$5,000,000).
2. Comprehensive General Liability Insurance of ONE MILLION FOUR HUNDRED THOUSAND DOLLARS (\$1,400,000) per occurrence and Excess General Liability, in the amount of TWENTY FIVE MILLION DOLLARS (\$25,000,000) per occurrence.
3. Worker's Compensation Liability Insurance compliant with State of California legal requirements.
4. Such other insurance in such amounts from time to time may be reasonably required by the mutual consent of the parties against other insurance risks relating to performance.

It should be expressly understood, however, that the coverages required under this Agreement shall not in any way limit the liability of SMMC.

SMMC, upon execution of this Agreement, shall furnish University with Certificates of Insurance evidencing compliance with all requirements. Certificates shall further provide for thirty (30) days' advance written notice to University of any modification, change or cancellation of any of the above insurance coverages.

EXHIBIT 7.4

UNIVERSITY INSURANCE

University shall maintain a program of self-insurance that covers its activities in connection with this Agreement as follows:

1. Professional Medical Liability Insurance with self-insured retention of five million dollars (\$5,000,000) per occurrence.
2. Comprehensive General Liability Insurance with self-insured retention of five million dollars (\$5,000,000) per occurrence.
3. Worker's Compensation Liability Insurance with self-insured retention in amounts required by the State of California.
4. Such other insurance in such amounts from time to time may be reasonably required by the mutual consent of the parties against other insurance risks relating to performance.

It should be expressly understood, however, that the coverages required under this Agreement shall not in any way limit the liability of University.

University, upon execution of this Agreement, shall furnish SMMC with Certificates of Insurance evidencing compliance with all requirements. Certificates shall further provide for thirty (30) days' advance written notice to SMMC of any modification, change or cancellation of any of the above insurance coverages.

EXHIBIT C

CITIZENSHIP DUTIES OF CONTRACTOR AND OTHER SERVICES

- I. Contractor will meet County expectations of dermatology productivity, as determined by relevant standards and adjusted for local conditions.
- II. Contractor will be physically present in the designated location and prepared to perform designated duties during the entire duration of the relevant work schedule as detailed in Exhibit A. Specifically, Contractor will commence work on time and not leave until duties are complete.
- III. Contractor will work cooperatively with County designees to optimize work flow, including participating in work-flow analysis, appropriate use of scheduling, division of duties, optimal use of clinic staff, and other activities as designated by County.
- IV. Contractor will maintain appropriate medical records, including the use of dictation or other technology required by County.
- V. Contractor will make all reasonable efforts to schedule the provision of services and procedures, including but not limited to clinics and surgery, in a manner that complies with County's staffing needs. Elective procedures will be scheduled during routine staffing hours, unless otherwise dictated by patient care or other exceptional circumstances.
- VI. Contractor will attempt to provide two (2) months notice, but under no circumstance shall provide fewer than two (2) weeks notice, for non-emergency absences from assigned duties. Notice shall be provided electronically or in writing to all relevant service areas.
- VII. Contractor will make all reasonable efforts to participate in coordination and optimization of services, including but not limited to active participation in quality improvement and utilization management efforts.
- VIII. Contractor will make all reasonable efforts to communicate effectively and coordinate care and services with primary care providers, including but not limited to direct contact with individual providers where clinically indicated and participation in primary care provider education, including presentations at noon conferences.
- IX. Contractor will make all reasonable efforts to comply with County requests to staff services at satellite, community-based clinics other than those at San Mateo Medical Center's Main Campus at 222 W. 39th Avenue, San Mateo, CA, provided that total services do not exceed those specified in Exhibit A.
- X. Contractor will conduct himself/herself with professionalism at all times, which

EXHIBIT E

CORPORATE COMPLIANCE SMMC CODE OF CONDUCT (THIRD PARTIES)

The person/entity listed below (the "Undersigned") recognizes and is fully dedicated to advancing SMMC's commitment to full compliance with all Federal, State, and other governmental health care program requirements, including its commitment to prepare and submit accurate claims consistent with such requirements.

The Undersigned will comply with all Federal, State or other governmental health care program requirements and with SMMC's policies and procedures relating to SMMC's Corporate Compliance Program, including the requirements set forth in the Corporate Integrity Agreement (CIA) to which SMMC is a party (available online at http://oig.hhs.gov/fraud/cia/agreements/the_county_of_san_mateo_03062009.pdf).

The Undersigned, to the extent its contractual duties require it to submit the reports covered in this paragraph, will promptly submit accurate information for Federal health care cost reports including, but not limited to, the requirement to submit accurate information regarding acute available bed count for Disproportionate Share Hospital (DSH) payment.

The Undersigned will report to the SMMC Compliance Officer any suspected violation of any Federal health care program requirements or of SMMC's Compliance Program policies and procedures.

The Undersigned has the right to use the SMMC Disclosure Program by calling the Compliance Hotline or reporting incidents to the Compliance Officer. SMMC is committed to non-retaliation and will maintain, as appropriate, confidentiality and anonymity with respect to such disclosures.

The Undersigned understands that non-compliance with Federal health care program requirements and SMMC's Compliance Program policies and procedures, and failing to report such violations, could result in termination of the Agreement and/or any other penalties permitted by law.

The Undersigned is responsible for acquiring sufficient knowledge to recognize potential compliance issues applicable to the duties outlined in the Agreement and for appropriately seeking advice regarding such issues.

The Undersigned will not offer, give or accept any bribe, payment, gift, or thing of value to any person or entity with whom SMMC has or is seeking any business or regulatory relationship in relation to said business or regulatory relationship (other than payments authorized by law under such relationships). The Undersigned will promptly report the offering or receipt of such gifts to the SMMC Compliance Officer.

The Undersigned will not engage in any financial, business, or other activity which competes with SMMC/County business which may interfere or appear to interfere with the performance of the duties under the Agreement or that involve the use of SMMC/County property, facilities, or resources, except to the extent consistent with the SMMC/County Incompatible Activities and Outside Employment policy and the Agreement.

The Undersigned will cooperate fully and honestly with internal audits and monitoring programs to help assure that SMMC's compliance is maintained with all applicable federal/state regulations, the Joint Commission standards, and hospital system-wide policies.

**TO REPORT VIOLATIONS, CALL THE
COMPLIANCE HOT LINE: (800) 965-9775**

The Undersigned hereby certifies by signing below that an authorized representative has received this Code of Conduct, understands it, has authority to commit the Undersigned to this Code of Conduct, and hereby commits the Undersigned to comply with this Code of Conduct.

Mounira Kenani
Name of Person/Entity (the "Undersigned")

Mounira Kenani 12/5/2
Signature and Printed Name Date

ATTACHMENT I

Assurance of Compliance with Section 504 of the Rehabilitation Act of 1973, as Amended

The undersigned (hereinafter called the "Contractor(s)") hereby agrees that it will comply with Section 504 of the Rehabilitation Act of 1973, as amended, all requirements imposed by the applicable DHHS regulation, and all guidelines and interpretations issued pursuant thereto.

The Contractor(s) gives/give this assurance in consideration of for the purpose of obtaining contracts after the date of this assurance. The Contractor(s) recognizes/recognize and agrees/agree that contracts will be extended in reliance on the representations and agreements made in this assurance. This assurance is binding on the Contractor(s), its successors, transferees, and assignees, and the person or persons whose signatures appear below are authorized to sign this assurance on behalf of the Contractor(s).

The Contractor(s): (Check a or b)

- a. Employs fewer than 15 persons.
- b. Employs 15 or more persons and, pursuant to section 84.7 (a) of the regulation (45 C.F.R. 84.7 (a), has designated the following person(s) to coordinate its efforts to comply with the DHHS regulation.

Name of 504 Person - Type or Print

UCSF, Department of Dermatology
Name of Contractor(s) - Type or Print

1701 Divisadero Street, Suite 4-22
Street Address or P.O. Box

San Francisco, CA 94143-1214
City, State, Zip Code

I certify that the above information is complete and correct to the best of my knowledge.

Signature

Administrative Director
Title of Authorized Official

11/26/2012
Date

*Exception: DHHS regulations state that:

"If a recipient with fewer than 15 employees finds that, after consultation with a disabled person seeking its services, there is no method of complying with (the facility accessibility regulations) other than making a significant alteration in its existing facilities, the recipient may, as an alternative, refer the handicapped person to other providers of those services that are accessible."



COUNTY OF SAN MATEO
Inter-Departmental Correspondence
Health System



Date: November 8, 2012
Board Meeting Date: January 15, 2012
Special Notice / Hearing: None
Vote Required: Majority

To: Honorable Board of Supervisors

From: Jean S. Fraser, Chief, Health System
Susan Ehrlich, MD, MPP, Chief Executive Officer, San Mateo Medical Center

Subject: Amendment to the agreement with Health Care Interpreter Network

RECOMMENDATION:

Adopt a Resolution authorizing an amendment to the agreement with Health Care Interpreter Network for interpreting services for FY 2011-12, increasing the amount by \$8,600 to an amount not to exceed \$108,600.

BACKGROUND:

San Mateo Medical Center (SMMC) has been using Health Care Interpreter Network (HCIN) since March of 2003 to administer the automated processes for the provision of voice and video medical interpretation on a regional basis.

DISCUSSION:

HCIN provides health care professionals with a valuable tool to diagnose patient's condition by providing video/voice medical interpretation services to patients with limited English proficiency and/or hearing disabilities. In FY 2011-12 there was a dramatic increase in the need for these services. That increase in utilization resulted in overspending of the contract thus requiring this amendment to increase the maximum amount of the agreement.

The amendment and Resolution have been reviewed and approved by County Counsel as to form.

This amendment contributes to the Shared Vision 2025 outcome of a Healthy Community by providing video/voice medical interpretation services to patients with limited English proficiency and/or hearing disability and their medical providers. It is anticipated that approximately 8,500 patients with limited English will require an average

of 13 minutes of video/voice interpretation while receiving treatment at SMMC or its clinics; this is an indicator for improved access to healthcare.

PERFORMANCE MEASURE(S):

Measure	FY 2011-12 Actual	FY 2012-13 Projected
Number of patients with limited English who will require an average of 13 minutes of video/voice interpretation while receiving treatment at SMMC or its clinics	8,000	8,500

FISCAL IMPACT:

The term of this agreement is July 1, 2011 through June 30, 2012. The amendment increases the amount by \$8,600 to \$108,600.

The payment provisions of the agreement are increased by \$8,600 in funds above the original amount of the agreement. The increase is needed to cover the increased number patients who require video/voice interpretations.

Expenses at SMMC are covered by fees for services or third-party payors whenever possible. The portion of expenses for services provided to the medically indigent or to those covered by programs that do not meet the full costs of care are covered by the County's General Fund contribution to SMMC, and are within the existing annual appropriation.

RESOLUTION NO. _____

BOARD OF SUPERVISORS, COUNTY OF SAN MATEO, STATE OF CALIFORNIA

* * * * *

**RESOLUTION AUTHORIZING AN AMENDMENT TO THE AGREEMENT WITH
HEALTH CARE INTERPRETER NETWORK FOR INTERPRETING SERVICES FOR
FY 11-12, INCREASING THE AMOUNT BY \$8,600 TO AN AMOUNT NOT TO
EXCEED \$108,600**

RESOLVED, by the Board of Supervisors of the County of San Mateo, State of California, that

WHEREAS, on June 24, 2011, the County Manager approved agreement 66000-12-C032 with Health Care Interpreter Network (HCIN) in the amount of \$100,000 to administer the automated processes of voice and video medical interpretation; and

WHEREAS, HCIN has been providing health care professionals with a valuable tool to diagnose patient's condition by providing video/voice medical interpretation services to patients with limited English proficiency and/or hearing disabilities since March of 2003; and

WHEREAS, in the last year there has been a dramatic increase in the need for these services causing a need to increase the maximum amount of this agreement; and

WHEREAS, both parties wish to amend the agreement to expand the increasing the maximum amount by \$8,600, for a new maximum fiscal obligation in an amount not to exceed \$108,600.

NOW, THEREFORE, IT IS HEREBY DETERMINED AND ORDERED that the President of this Board of Supervisors be and is hereby authorized and directed to execute said amendment to the agreement with HCIN for and on behalf of the County of San Mateo, and the Clerk of the Board shall attest the President's signature thereto.

* * * * *

**AMENDMENT NO. 1 TO AGREEMENT
BETWEEN THE COUNTY OF SAN MATEO AND
HEALTH CARE INTERPRETER NETWORK**

THIS AMENDMENT TO THE AGREEMENT, entered into this _____ day of _____, 2013, by and between the COUNTY OF SAN MATEO, hereinafter called "County," and Health Care Interpreter Network, hereinafter called "Contractor,"

W I T N E S S E T H:

WHEREAS, pursuant to Government Code, Section 31000, County may contract with independent contractors for the furnishing of such services to or for County or any Department thereof;

WHEREAS, the parties entered into an Agreement dated June 24, 2011 for the provision of voice and video medical interpreter services; and

WHEREAS, the parties wish to amend the Agreement to increase the maximum amount payable under the Agreement by \$8,600 to \$108,600.

NOW, THEREFORE, IT IS HEREBY AGREED BY THE PARTIES HERETO AS FOLLOWS:

1. Section 3 of the Agreement is amended to read as follows:
 3. **Payments.** In consideration of the services rendered in accordance with all terms, conditions and specifications set forth herein and any Exhibit(s) or attachment(s) attached hereto, County shall make payment to Contractor in the manner specified herein and in Exhibit "A". In the event that the County makes any advance payments, Contractor agrees to refund any amounts in excess of the amount owed by the County at the time of contract termination. The County reserves the right to withhold payment if the County determines that the quantity or quality of the work performed is unacceptable. In no event shall total payment for services under this Agreement exceed ONE HUNDRED EIGHT THOUSAND SIX HUNDRED DOLLARS, \$108,600.
2. The original Exhibit A to the Agreement is deleted and replaced with the Revised Exhibit A (rev. 07/16/12), attached hereto.
3. All other terms and conditions of the Agreement dated June 24, 2011, between County and Contractor shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto, by their duly authorized representatives, have affixed their hands.

COUNTY OF SAN MATEO

By: _____
President, Board of Supervisors, San Mateo
County

Date: _____

ATTEST:

By: _____
Clerk of Said Board

Health Care Interpreter Network



Contractor's Signature

Date: 12/10/12

Agreement between the County of San Mateo and Health Care Interpreter Network

I. Description of Services to be Performed by Contractor

A. County wishes to continue its participation, with Contra Costa County Health Services and San Joaquin County Health Services (collectively, the "Owners"), in a regional Health Care Interpreter Network ("HCIN"). In consideration of the payments described in paragraph II, Contractor will provide the following services:

- Administer the automated processes for the provision of voice and video medical interpretation on a regional basis.
- Administer the Contractor's contracts with the MPLS provider (AT&T) and the Network Operating Center (Quest).
- Maintain communication and institute help and troubleshooting functions with AT&T and Quest.
- Provide (or otherwise procure) routine maintenance of the IPCC and CCM protocols, including those related to programming rules changes, production of standard reports, production or ad hoc reports on request from participating entities, and responses to changes in interpreter supply and demand.
- Convene technical workgroups.
- Develop agendas and provide logistical support for advisory council meetings.
- Implement advisory council policies involving, for example, documentation of training requirements, administration of changes in standards and certification processes, administering pricing agreed to by support council, and implementing standard reports.
- Maintain contracts with required support services providers.
- Maintain communication and resolve issues with support service providers.
- Maintain contracts with participating entities.
- Administer routing and rule change requests approved by advisory councils.
- Process new participating entities.
- Contractor shall assure access to Contractor's servers twenty-four (24) hours per day, seven days per week, including, but not limited to, Saturdays, Sundays, and holidays.

II. Amount and Method of Payment

A. In consideration of the services described in paragraph I, County will pay Contractor the sum of ONE HUNDRED, EIGHT THOUSAND SIX HUNDRED DOLLARS, \$108,600 for the one year term of this Agreement, on a payment schedule to be determined by Contractor and the County. In addition, County agrees to pay \$.75 per minute for each minute of interpreter service provided through the Contractor by another participating entity. Any amounts due will be offset by a credit of \$.75 per minute for each minute of interpreter service provided by County personnel to other entities through Contractor. Contractor will bill County quarterly for any amounts due for interpreter services.

B. The term of the Agreement is July 1, 2011 through June 30, 2012. The maximum amount payable under the Agreement is ONE HUNDRED, EIGHT THOUSAND SIX HUNDRED DOLLARS, \$108,600.

Revised 6/03

Agreement between the County of San Mateo and Health Care Interpreter Network

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COUNTY OF SAN MATEO
Inter-Departmental Correspondence
Health System



Date: December 6, 2012
Board Meeting Date: January 15, 2013
Special Notice / Hearing: None
Vote Required: Majority

To: Honorable Board of Supervisors

From: Jean S. Fraser, Chief, Health System
Stephen Kaplan, Director, Behavioral Health & Recovery Services

Subject: Agreement with Health Plan of San Mateo for Healthy Families, Healthy Kids and HealthWorx program funding

RECOMMENDATION:

Adopt a Resolution authorizing a service agreement with the Health Plan of San Mateo for Healthy Families, Healthy Kids and HealthWorx for the term of January 1, 2012 through December 31, 2014.

BACKGROUND:

Since March 4, 2003, Behavioral Health and Recovery Services (BHRS), has had an agreement with the Health Plan of San Mateo (HPSM) for the provision of mental health services for beneficiaries covered by Healthy Families, Healthy Kids, and HealthWorx. Under this agreement BHRS is reimbursed by HPSM for the provision of mental health services to clients with these insurance plans.

DISCUSSION:

HPSM has presented an agreement for the term January 1, 2012 through December 31, 2014 for the administration of mental health benefits and the provision of mental health services for beneficiaries covered by Healthy Families, Healthy Kids and HealthWorx.

The agreement was delayed due to the uncertainty over funding for Healthy Families. The State of California has recently announced that funding for Healthy Families will cease in January 2013, and existing clients shall be transferred to Medi-Cal. BHRS has direct responsibility for mental health services for children in Medi-Cal and thus will bill the State instead of HPSM for children who transfer from Healthy Families to Medi-Cal.

BHRS requests your Board to authorize the Chief of the Health System or designee to execute contract amendments which modify the County's maximum fiscal obligation by

no more than \$25,000 (in aggregate), and/or modify the contract term and/or services so long as the modified term or services is/are within the current or revised fiscal provisions.

The agreement and Resolution have been reviewed and approved by County Counsel as to form. The contractor meets insurance certification requirements. Additionally, the Contractor has assured compliance with the County's Contractor Employee Jury Service Ordinance, as well as all other contract provisions that are required by County ordinance and administrative memoranda, including but not limited to insurance, hold harmless, non-discrimination and equal benefits. This agreement is late due to prolonged negotiations between BHRS and the Health Plan of San Mateo.

The agreement contributes to the Shared Vision 2025 outcome of a Healthy Community by providing funding for mental health services. BHRS provides a range of services to promote wellness and recovery and to support consumers remaining in the lowest possible level of care. The provision of outpatient mental health services through our provider network is one established level of care. The services funded through this agreement contribute to this measure. It is anticipated that 90% of clients who receive services will be maintained at a current or lower level of care.

PERFORMANCE MEASURE(S):

Measure	FY 2011-12 Actual	FY 2012-13 Projected
Percentage of clients receiving outpatient mental health services maintained at current or lower level of care.	93%	90%

FISCAL IMPACT:

The term of the agreement is January 1, 2012 through December 31, 2014. Services will be reimbursed on a per-unit basis. It is anticipated that this agreement will have a neutral effect on current reimbursements. Projected annual revenues from the three programs covered in this agreement are approximately \$705,000 and have been included in the BHRS FY 2012-13 Adopted Budget. There is no Net County Cost associated for services provided through this agreement.

RESOLUTION NO. _____

BOARD OF SUPERVISORS, COUNTY OF SAN MATEO, STATE OF CALIFORNIA

* * * * *

RESOLUTION AUTHORIZING A SERVICE AGREEMENT WITH THE HEALTH PLAN OF SAN MATEO FOR HEALTHY FAMILIES, HEALTHY KIDS AND HEALTHWORX FOR THE TERM OF JANUARY 1, 2012 THROUGH DECEMBER 31, 2014

RESOLVED, by the Board of Supervisors of the County of San Mateo, State of California, that

WHEREAS, there has been presented to this Board of Supervisors for its consideration and acceptance an agreement, reference to which is hereby made for further particulars, whereby the Health Plan of San Mateo shall reimburse Behavioral Health and Recovery Services for the provision of outpatient mental health services to residents with Healthy Families, Healthy Kids and HealthWorx insurance coverage, for the term January 1, 2012, through December 31, 2014 ; and

WHEREAS, this Board has been presented with the agreement and has examined and approved it as to both form and content and desires to enter into the agreement.

NOW, THEREFORE, IT IS HEREBY DETERMINED AND ORDERED that the President of this Board of Supervisors is authorized to execute said agreement for and on behalf of the County of San Mateo, and the Clerk of this Board shall attest the President's signature thereto.

BE IT FURTHER RESOLVED that the Chief of the Health System or designee is authorized to execute contract amendments which modify the County's maximum fiscal obligation by no more than \$25,000 (in aggregate), and/or modify the contract term and/or services so long as the modified term or services is/are within the current or revised fiscal provisions.

* * * * *

SERVICE AGREEMENT

THIS SERVICE AGREEMENT (hereinafter referred to as the "AGREEMENT") is entered into this ____ day of _____ 2012, between the San Mateo Community Health Authority, hereinafter referred to as "HPSM", and the County of San Mateo Health System, Behavioral Health and Recovery Services, hereinafter referred to as "BHRS."

WHEREAS, HPSM has entered into and will maintain contracts with the Managed Risk Medical Insurance Board for the Healthy Families line of business, the San Mateo County Children's Health Initiative for the Healthy Kids line of business, and the San Mateo County Public Authority, the County of San Mateo and the City of San Mateo for the HealthWorx line of business.

WHEREAS, BHRS has developed expertise in arranging for and managing delivery of mental health and substance abuse recovery services to the low-income beneficiaries served by these three programs.

WHEREAS, HPSM seeks a delegated mental health and substance abuse recovery service benefit administrator to arrange for and manage the delivery of mental health and substance abuse recovery services to its Healthy Families, Healthy Kids, and HealthWorx members.

NOW THEREFORE, in consideration of the mutual promises and agreement herein contained, HPSM and BHRS hereby agree as follows:

ARTICLE 1 DEFINITIONS

- 1.1 **Authority.** The term "Authority shall mean the San Mateo Community Health Authority
- 1.2 **Behavioral health treatment.** The term "Behavioral health treatment" means professional services and treatment programs, including applied behavioral analysis and evidence-based behavior intervention programs, that develop or restore, to the maximum extent practicable, the functioning of an individual with pervasive developmental disorder or autism and that meet all criteria as defined in Section 1374.73 of the California Health and Safety Code.
- 1.3 **Benefit Plans.** The term "Benefit Plans" shall mean the scope of benefits indicated in the Healthy Families, Healthy Kids, and HealthWorx programs' Evidence of Coverage (Attachments A, B, and C), respectively, as they are updated on an annual basis and which include Claims processing parameters and other information specifying healthcare coverage for HPSM Members, as those parameters currently exist or may be amended in the future. HPSM will provide BHRS with certain information relating to such Benefit Plan ("Benefit Plan Information") including, but not limited to the names of the HPSM Members entitled to services and other parameters of the Benefit Plan as BHRS may reasonably request from time-to-time.
- 1.4 **Case Management.** The term "Case Management" shall mean the coordination and follow up by the Primary Care Physician of all services deemed necessary to provide the HPSM Member medically necessary and appropriate health care.

- 1.5 Contracted Hospital. The term "Contracted Hospital" shall mean a licensed hospital which has entered into an agreement with HPSM to provide Covered Services to HPSM Members.
- 1.6 Contracted Medical Group. The term "Contracted Medical Group" shall mean a medical group or independent practice association which has entered into an agreement with HPSM to provide Covered Services to HPSM Members.
- 1.7 Contracted Physician. The term "Contracted Physician" shall mean a physician who is duly licensed to practice medicine or osteopathy under California law and who has contracted with HPSM or is employed by or contracts with a Contracted Medical Group to provide Covered Services to HPSM Members.
- 1.8 Contracted Provider. The term "Contracted Provider" shall mean a Contracted Physician, Contracted Hospital, Contracted Medical Group or other licensed health facility or health professional which has entered into an agreement with HPSM to provide Covered Services to HPSM Members.
- 1.9 Copayment and Deductible. The term "Copayment and Deductible" shall mean cost sharing charges for Covered Services.
- 1.10 Covered Services. The term "Covered Services" shall mean those health care services, equipment and supplies, which an HPSM Member is entitled to receive under the Healthy Families, Healthy Kids, or HealthWorx programs, respectively, and which are set forth in the respective programs' Evidences of Coverage (Attachments A, B, and C).
- 1.11 Delegated Entity. The term "Delegated Entity" shall mean a First Tier Entity with whom HPSM has contracted to perform specified delegated functions on HPSM's behalf in accordance with state, local, and federal laws, rules, and guidelines, as well as in accordance with HPSM policies and procedures.
- 1.12 Downstream Entity. The term "Downstream Entity" shall mean any party that enters into an acceptable written arrangement with BHRS below the level of the arrangement between HPSM and a First Tier Entity. These written arrangements continue down to the level of the ultimate provider of health and/or administrative services.
- 1.13 Emergency. The term "Emergency" shall mean a medical condition manifesting itself by acute symptoms of sufficient severity (including severe pain) such that a prudent layperson, with an average knowledge of health and medicine could reasonably expect the absence of immediate medical attention to result in 1) serious jeopardy to the health of the individual, or in the case of a pregnant woman, the health of the woman or her unborn child; 2) serious impairment to bodily functions; or 3) serious dysfunction of any bodily organ or part.
- 1.14 Evidence of Coverage. The term "Evidence of Coverage" shall mean the document issued by HPSM to an HPSM Member that sets forth the HPSM's Covered Services under each of its respective lines of business.
- 1.15 First Tier Entity. The term "First Tier Entity" shall mean any party that enters into a

written arrangement with HPSM to provide administrative services or health care services for an eligible individual.

- 1.16 Formulary. The term "Formulary" shall mean the list of prescription drugs and medications that are recommended by HPSM for routine use and which will be dispensed through Contracted Pharmacies.
- 1.17 HPSM Members. The term "HPSM Members" shall mean those individuals who are enrolled in HPSM's Healthy Families, Healthy Kids, and/or HealthWorx lines of business who are entitled to receive Covered Services.
- 1.18 Identification Cards. The term "Identification Cards" ("ID Cards") shall mean printed identification cards containing information about the benefits to which the HPSM Members are entitled.
- 1.29 Medically Appropriate. The term "Medically Appropriate" means services and medical supplies which are required for prevention, diagnosis, or treatment of sickness or injury, and which are:
- 1.19.1 Consistent with the symptoms of a medical condition or treatment of a medical condition;
 - 1.19.2 Appropriate with regard to standards of good medical practice and generally recognized by the medical scientific community as effective;
 - 1.19.3 Not solely for the convenience of the HPSM Member or provider of the service or medical supplies; and
 - 1.19.4 The most cost effective of the alternative levels of service or medical supplies which can be safely provided to the HPSM Member in HPSM's judgment.
- 1.20 Non-Covered Services. The term "Non-Covered Services" means those services and supplies that HPSM is not required to provide to HPSM Members pursuant to each program's respective Evidence of Coverage.
- 1.21 Non-Participating Provider. The term "Non-Participating Provider" means a provider of health care services or equipment that does not have a contract with HPSM to provide such services or equipment to HPSM Members.
- 1.22 Participating Providers. The term "Participating Providers" shall mean those individuals or organizations which contract directly with HPSM or BHRS to provide health care services or equipment for HPSM Members
- 1.23 Pervasive developmental disorder or autism. The term "Pervasive developmental disorder or autism" shall have the same meaning and interpretation as used in Section 1374.72 of the California Health and Safety Code.
- 1.24 Primary Care Provider (PCP). The term "Primary Care Provider" or "PCP" means a Participating Provider selected by an HPSM Member to render first contact medical care and certain Covered Services.
- 1.25 PCP Assignment. The term "PCP Assignment" refers to the process by which an HPSM Member is assigned by HPSM to a PCP for provision of certain Covered Services, or to

the PCP assigned for a particular HPSM Member.

- 1.26 Qualified autism service paraprofessional. The term "Qualified autism service paraprofessional" means an unlicensed and uncertified individual who meets all criteria as defined in Section 1374.73 of the California Health and Safety Code.
- 1.27 Qualified autism service professional. The term "Qualified autism service professional" means an individual who meets all criteria as defined in Section 1374.73 of the California Health and Safety Code.
- 1.28 Qualified autism service provider. The term Qualified autism service provider means either of the following: (A) A person, entity or group that is certified by a national entity, such as the Behavior Analyst Certification Board, that is accredited by the National Commission for Certifying Agencies, and who designs, supervises, or provides treatment for pervasive developmental disorder or autism, provided the services are within the experience and competence of the person, entity or group that is nationally certified or (B) A person licensed as a physician and surgeon, physical therapist, occupational therapist, psychologist, clinical social worker, professional clinical counselor, speech-language pathologist, or audiologist pursuant to Division 2 (commencing with Section 500) of the Business and professions Code, who designs, supervises or provides treatment for pervasive developmental disorder or autism, provided the services are within the experience and competence of the licensee.
- 1.29 Referral. The term "Referral" shall mean the process by which a Contracted Physician directs an HPSM Member to a Non-Contracted Provider.
- 1.30 Referral Provider. The term "Referral Provider" shall mean a Contracted Physician who is professionally qualified to practice his/her designated specialty and whose agreement with HPSM includes responsibility for providing Covered Services in his/her designated specialty.

ARTICLE 2

DUTIES TO BE PERFORMED BY HPSM

- 2.1 HPSM Member Eligibility. HPSM shall provide up-to-date information on the eligibility status of HPSM Members via its HPSM Web Claims system. Eligibility information provided shall be in accordance with HPSM's best available information. However, if retroactive changes are made to individual members' eligibility, final eligibility status information shall be honored by BHRS.
- 2.2 Benefit Plan Information. HPSM will deliver to BHRS detailed Benefit Plan Information. Such information shall contain all of the elements required by BHRS so that BHRS may verify, price, and pay the Claims submitted by Participating Providers, as well as prepare the various reports as described in Exhibit A. In addition, HPSM shall provide any Benefit Plan Information changes to BHRS within thirty (30) days of the date such changes shall become effective (the "change date").
- 2.3 Notification Requirements. HPSM will review all reports, statements, and invoices provided by BHRS and shall notify BHRS in writing of any errors or objections within

ninety (90) days of receipt. Specifically, this shall also apply to all service requests, benefit change requests, and any operation change requests. Until HPSM notifies BHRS in writing of any errors or objections, BHRS will be entitled to rely on the information contained in the reports, statements, and invoices. If HPSM does not notify BHRS in writing of any errors or objections within the ninety (90) day period, the information contained therein will be deemed accurate, complete, and acceptable to HPSM, and thereafter BHRS shall have no liability related thereto. This does not apply with respect to any undercharges or underpayments of HPSM. BHRS shall document and retain supporting documentation for audit purposes. If HPSM notifies BHRS within the ninety (90) day period of any errors or objections, BHRS shall compensate HPSM for any verifiable errors or objections. Nothing in this article will absolve BHRS of any liability of errors, discrepancies, objections, or omissions identified under Section 5.3 of this contract.

ARTICLE 3 DUTIES TO BE PERFORMED BY BHRS

- 3.1 Provision of Services to HPSM. BHRS shall provide to HPSM the services listed in Exhibit A, attached hereto and incorporated herein as referenced. These services shall be provided at the agreed upon rates described in Exhibit B, attached hereto and incorporated herein as referenced.
- 3.2 Compliance with Laws and Regulations. BHRS shall comply with all applicable federal, state, and local laws, regulations, reporting requirements, and with HPSM's policies and procedures and contractual obligations with the California Department of Managed Health Care, including, but not limited to, Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, the Age Discrimination Act of 1975, the Americans with Disabilities Act, Federal criminal law, the False Claims Act (31 U.S.C. §3729 et.seq.) and the Anti-Kickback statute (section 1128B(b) of the Act), HIPAA, and the HIPAA administrative simplification rules at 45 CFR Part 160, 162, and 164. BHRS agrees to include the requirements of this section in its contracts with any Downstream Entity, and to require any Downstream Entity to comply accordingly.

ARTICLE 4 PAYMENT DUE BHRS AND TO HEALTH CARE PROVIDERS

- 4.1 Payment to Health Care Providers. BHRS shall process and issue payments to health care providers based on approved claims for Covered Services provided to HPSM Members.
- 4.2 Payment of Health Care Costs. BHRS shall electronically submit claims to HPSM for reimbursement of health care costs paid under this Agreement. HPSM shall issue payment according to Exhibit B for adjudicated claims to BHRS within thirty (30) calendar days from the date of submission.
- 4.3 No Member Liability. BHRS agrees that neither BHRS nor any of its Downstream Entities, in any circumstances, including, but not limited to nonpayment by HPSM shall bill, charge, collect a deposit from, seek compensation, remuneration or reimbursement from, or have any recourse against any HPSM member for services performed under

this Agreement, with the exception of allowed copayments as detailed in each program's respective Evidence of Coverage (Attachments A, B, and C). This provision shall survive the termination of this Agreement for any reason and shall be construed to be for the benefit of HPSM members.

ARTICLE 5 RECORDS

- 5.1 Maintenance of Records. BHRS shall maintain, and require any of its Downstream Entities, contractors, or subcontractors to maintain, documentation of all activity conducted under this Agreement, including Claims processed, for a minimum of ten (10) years. Such documentation, including books and records, shall be in a format and media deemed appropriate by BHRS and HPSM, and sufficient to accommodate periodic auditing of records to evaluate the quality, appropriateness, and timeliness of services performed by BHRS under this Agreement. The records shall be accessible to HPSM upon thirty (30) days prior written notice for annual audits, or sooner if required by the circumstances or state or local oversight agencies.
- 5.2 Use of Information. BHRS and HPSM may use, reproduce, or adapt information obtained in connection with this Agreement, including Claims data information and eligibility information, in any manner they deem appropriate, except that each party and its agents, employees, and contractors shall maintain the confidentiality of this information to the extent required by applicable Law, including the provisions of the Health Insurance Portability and Accountability Act of 1996, Subtitle F – Administrative Simplification, (referred to in this Agreement as "HIPAA"), and may not use the information in any way prohibited by Law. Each party shall be solely responsible for its own use of the information, and shall indemnify and hold the other party harmless for, from and against any and all costs, losses, and damages incurred by such other party as a result of such use.
- 5.3 Right to Audit Claims and Business Records. BHRS agrees to permit access to, inspection, and audit by HPSM, the California Department of Managed Health Care, the California Department of Health Services, the United States Department of Health and Human Services, the Centers for Medicare and Medicaid Services, the Comptroller General of the United States, and or their designees, at all reasonable times of all facilities, books, records and documents maintained or utilized by BHRS in the performance of this Agreement.

HPSM and representatives of a regulatory or accreditation agency may each inspect and audit, at least once quarterly or as required, BHRS's business records that directly relate to billings made to HPSM for Claims. BHRS may inspect and audit, or cause to be inspected and audited, once annually, the books and records of HPSM directly relating to this Agreement, including the existence and number of Members. HPSM and BHRS shall fully cooperate with and assist and provide information to representatives of each other, independent accountants hired by either party, and representatives of any regulatory or accreditation agency, to conduct any such inspection or audit. To the extent that HPSM and/or BHRS have control of the following, such audits shall be at the auditing party's sole expense and shall only be made during normal business hours, following thirty (30) days written notice, without undue interference to the audited party's

business activity, and in accordance with reasonable audit practices. Where a regulatory or accreditation agency imposes demands that do not meet the above standards for conducting an audit, HPSM and BHRS will cooperate with the requirements of the auditing agency to the extent possible. An audit of BHRS's records may be conducted at BHRS's office where such records are located and shall be limited to transactions over the ten (10) year period preceding such audit unless the document retention period is extended according to applicable law. If a completed audit reveals a discrepancy in the results and the previous calculations of the audited party, then the auditing party shall deliver written notice setting forth in reasonable detail the basis of such discrepancy. The parties shall use reasonable efforts to resolve the discrepancy within thirty (30) days following delivery of the notice, and such resolution shall be final, binding, and conclusive upon the parties. Upon a final and conclusive determination of a discrepancy revealed by an audit procedure under this Agreement, the party that owes money shall pay such sums to the other party within thirty (30) days of the delivery of the conclusive audit findings.

ARTICLE 6 INDEMNIFICATION

- 6.1 Mutual Indemnification. HPSM and BHRS shall indemnify and hold harmless each other from and against all third party claims, demands, losses, damages and reasonable expenses, arising from or in connection with the performance of the terms of this Agreement, except to the extent that such claims, demands, losses, damages and expenses result from the negligence of the other.
- 6.2 Concurrent Negligence. In the event of concurrent negligence of HPSM, its officers and/or employees, and BHRS, its officers and/or employees, then the liability for any and all claims for injuries or damage to persons and/or property which arise out of terms and conditions of this Agreement shall be apportioned according to the California theory of comparative negligence.

ARTICLE 7 NON-DISCRIMINATION

- 7.1 Non-Discrimination.
- 7.1.1 BHRS shall comply with § 504 of the Rehabilitation Act of 1973, which provides that no otherwise qualified handicapped individual shall, solely by reason of a disability, be excluded from the participation in, be denied the benefits of, or be subjected to discrimination in the performance of this Agreement.
- 7.1.2 *General non-discrimination.* No person shall, on the grounds of race, color, ethnicity, religion, ancestry, gender, age (over 40), national origin, medical condition (cancer), physical or mental disability, sexual orientation, pregnancy, childbirth or related medical condition, marital status, claims experience, medical history, evidence of insurability, genetic information, source of payment, or political affiliation be denied any benefits or subject to discrimination under this Agreement. BHRS shall implement procedures to ensure that HPSM Members are not discriminated against in the delivery of health care services consistent

with the benefits covered under Healthy Families, Healthy Kids, or HealthWorx based on any of these factors.

7.1.3 *Equal employment opportunity.* BHRS shall ensure equal employment opportunity based on objective standards of recruitment, classification, selection, promotion, compensation, performance evaluation, and management relations for all employees under this Agreement. BHRS's equal employment policies shall be made available to HPSM upon request.

7.1.4 *Violation of Non-discrimination provisions.* Violation of the non-discrimination provisions of this Agreement shall be considered a breach of this Agreement and subject BHRS to penalties, to be determined by the HPSM Executive Director, including but not limited to:

7.1.4.1 termination of this Agreement;

7.1.4.2 disqualification of BHRS from bidding on or being awarded a contract with HPSM for a period of up to 3 years;

7.1.4.3 liquidated damages of \$2,500 per violation;

7.1.4.4 imposition of other appropriate contractual and civil remedies and sanctions, as determined by the Executive Director.

To effectuate the provisions of this section, the Executive Director or his/her designee shall have the authority to examine BHRS's employment records with respect to compliance with this paragraph and/or to set off all or any portion of the amount described in this paragraph against amounts due to BHRS under the Service Agreement or any other Service Agreement between BHRS and HPSM.

BHRS shall report to HPSM the filing by any person in any court of any complaint of discrimination or the filing by any person of any and all charges with the Equal Employment Opportunity Commission, the Fair Employment and Housing Commission or any other entity charged with the investigation of allegations within 30 days of such filing, provided that within such 30 days such entity has not notified BHRS that such charges are dismissed or otherwise unfounded. Such notification shall include the name of the complainant, a copy of such complaint, and a description of the circumstance. BHRS shall provide HPSM with a copy of their response to the Complaint when filed.

7.1.5 *Compliance with Equal Benefits Ordinance.* With respect to the provision of employee benefits, BHRS shall comply with the San Mateo County Ordinance which prohibits contractors from discriminating in the provision of employee benefits between an employee with a domestic partner and an employee with a spouse.

7.1.6 Where applicable, BHRS shall comply fully with the non-discrimination requirements required by 41 CFR 60-741.5(a), which is incorporated herein as if fully set forth.

7.1.7 *Jury Service.* BHRS shall comply with the San Mateo County Ordinance with respect to provision of jury duty pay to employees and have and adhere to a written policy that provides that its employees shall receive from BHRS, on an

annual basis, no less than five days of regular pay for actual jury service in San Mateo County. The policy may provide that employees deposit any fees received for such jury service with BHRS or that BHRS deduct from the employees' regular pay the fees received for jury service.

ARTICLE 8 CONFIDENTIALITY

- 8.1 Confidential Information. The term "Confidential Information" means information of a confidential or proprietary nature relating to the subject matter described in this Agreement which is taken from or disclosed by one party (the "Disclosing Party") to the other (the "Receiving Party"). Confidential Information includes, but is not limited to, matters of a technical nature such as trade secrets, methods, compositions, data and know-how, designs, systems, processes, computer programs, files and documentation, similar items or research projects, and any information derived therefrom; matters of a business nature, such as the terms of this Agreement (including any pricing terms and contract terms which must be subject to a protective order), marketing, sales, strategies, proposals, and lists of actual or potential HPSM Members, Participating Providers as well as any other information that is designated by either party as confidential.
- 8.2 Treatment of Confidential Information. Subject to the California Public Records Act and related state and federal legislation, the Receiving party agrees: (i) to hold the Disclosing Party's Confidential Information in strict confidence and to take reasonable precautions to protect such Confidential Information (including, without limitation, all precautions Receiving Party employs with respect to its own confidential materials); (ii) not to divulge any such Confidential Information or any information derived therefrom to any third party unless required in the performance of the Receiving Party's duties under this Agreement or pursuant to controlling law; (iii) not to make any use whatsoever at any time of such Confidential Information except for the purpose of this Agreement and will not use it for its own or any third party's benefit; and (iv) not to copy, analyze, transcribe, transmit, decompile, disassemble or reverse engineer any such Confidential Information, and not use such Confidential Information in any patent application. The confidentiality obligations of this Section 8.2 shall not apply to information which, as evidenced in writing:
- 8.2.1 is or becomes publicly known by Receiving Party through no breach of this Agreement;
 - 8.2.2 is learned by the Receiving Party from a third party entitled to disclose it;
 - 8.2.3 is rightfully obtained by the Receiving Party prior to this Agreement; or
 - 8.2.4 is required by law to be disclosed.

The confidential obligations contained in the foregoing clauses (i), (ii), (iii) and (iv) shall be perpetual. Receiving Party may make disclosures required by law or court order provided Receiving Party uses diligent, reasonable efforts to afford the Disclosing Party the opportunity to limit disclosure and to obtain confidential treatment or a protective order.

- 8.3 No Transfer Or Right Or Title. Receiving Party acknowledges that it shall not acquire any rights or title to any Confidential Information merely by virtue of its use or access to

such Confidential Information hereunder. Neither the execution of this Agreement nor the furnishing of any Confidential Information hereunder shall be construed as granting, either expressly or by implication, or otherwise, the Receiving Party any license under any invention or patent now or hereafter owned by or controlled by the Disclosing Party. Each party agrees that it may not be adequately compensated for damages arising from a breach or threatened breach of any of the covenants contained in this Article 8 by the other party, and each party shall be entitled to injunctive relief and specific performance in addition to all other remedies. None of the information that may be submitted or exchanged by the parties shall constitute any representation, warranty, assurance, guarantee, or inducement by a party to the other with respect to the infringement of patents, copyrights, trademarks, trade secrets, or any other rights of third persons.

ARTICLE 9 EXCLUSIVITY

- 9.1 Exclusivity. HPSM agrees that BHRS shall be the sole and exclusive agent providing administration services for behavioral health and recovery services provided to HPSM Members during the term of this Agreement.

ARTICLE 10 TERM AND TERMINATION

- 10.1 Term. This Agreement shall have an Effective Date of January 1, 2012 and shall be for a term of three (3) years, ending December 31, 2014. Termination shall have no effect upon the rights and obligations of the parties arising out of any transactions occurring prior to the effective date of such termination.
- 10.2 Termination With Cause. This Agreement may be terminated at anytime by either party based on a material breach of any terms or conditions herein stated provided that thirty (30) days' advance written notice of such material breach shall be given to the other party and such party shall have the opportunity to cure such material breach during such thirty (30) day notice period.
- 10.3 Effect of Termination. If this Agreement is terminated pursuant to this Article 10: (i) all further obligations of the parties under this Agreement shall terminate (but not such party's obligation to make payments arising prior to the termination of this Agreement or any obligation surviving the termination hereof); (ii) all Confidential Information provided by either party shall, except for Confidential Information required by law to be retained by a party, be immediately returned by a Receiving Party (as defined in Section 8.1), or such Receiving Party shall certify to the Disclosing Party that such materials have been destroyed; (iii) neither party shall be relieved of any obligation or liability arising from any prior breach of such party or any provision of this Agreement; and (iv) the parties shall, in all events, remain bound by and continue to be subject to the provisions set forth in Sections 5.1, 5.2, 5.3, 6.1, 6.2, 8.1, 8.2, 8.3, 11.1, 11.7, 11.9, 11.10, 11.12, 11.13, 11.17, 11.18, 11.19, 12.1, 12.2, and 12.3.

ARTICLE 11

GENERAL PROVISIONS

- 11.1 Use of BHRS Software. HPSM acknowledges that BHRS owns, or possesses license rights (including off-the-shelf vendor agreements) from certain third parties to the entire software system used by BHRS in processing Claims and preparing reports including computer programs, system and program documentation, and other documentation relating thereto (collectively, including certain license rights, the "BHRS Software System"), and that BHRS Software System is the exclusive and sole property of BHRS. HPSM disclaims any rights to BHRS Software System as described above (including access to any applicable source codes), any procedures or forms developed by BHRS, as well as development or modification of BHRS Software System as a result of any customization performed by any party.
- 11.2 Insurance. Each party shall obtain (to the extent not already possessed) and maintain, with respect to the activities in which such party engages pursuant to this Agreement, professional liability (errors and omissions) insurance in amounts reasonable and customary for the nature and scope of business engaged in by such party and comprehensive liability insurance. Upon request, either party shall promptly deliver to the other party evidence of such insurance. Each party agrees to notify the other party immediately upon such party's receipt of any notice canceling, suspending or reducing the coverage limits of its professional liability insurance or comprehensive liability insurance.
- 11.3 Successors and Assigns. Neither this Agreement nor any of the rights, interests or obligations hereunder shall be assigned by either party hereto (whether by operation of law or otherwise) without the prior written consent of the other party hereto. Subject to the preceding sentence, this Agreement shall be binding upon, inure to the benefit of and be enforceable by the parties and their respective successors and permitted assigns. Notwithstanding anything to the contrary contained in this Agreement (including this Section 11.3), no consent shall be required and this Agreement will apply to, be binding in all respects upon, and inure to the benefit of any successors of HPSM to this Agreement resulting from a Change of Control. A "Change of Control" shall occur if as a result of one or a series of related transactions: (i) all or substantially all the assets of SMMC are disposed of to any entity not wholly owned and controlled by HPSM, outside the ordinary course of business; (ii) SMMC effects a merger with one or more other entities in which HPSM is not the surviving entity; or (iii) HPSM engages in a transaction that results in any entity holding securities possessing a majority of the voting power that does not hold such voting power as of the time of this Agreement. HPSM shall provide BHRS with thirty (30) days' advance written notice in the event of any transaction(s) resulting in a Change of Control, as well as an Officer's Certificate from the successor entity, agreeing to be bound by the terms and conditions of this Agreement.
- 11.4 Waiver. Any term or condition of this Agreement may be waived at any time by the party that is entitled to the benefit thereof, but no such waiver shall be effective unless set forth in a written instrument duly executed by or on behalf of the party waiving such term or condition. No waiver by any party of any term or condition of this Agreement, in any one or more instances, shall be deemed to be or construed as a waiver of the same or other term or condition of this Agreement on any future occasion.

- 11.5 Severability. In the event that any provision of this Agreement shall be determined to be invalid, unlawful, void or unenforceable to any extent, the remainder of this Agreement, and the application of such provision other than those as to which it is determined to be invalid, unlawful, void or unenforceable, shall not be impaired or otherwise affected and shall continue to be valid and enforceable to the fullest extent permitted by law.
- 11.6 Further Assurances. Each party hereto shall execute and cause to be delivered to each other party hereto such instruments and other documents, and shall take such other actions, as such other party may reasonably request (at or after the date hereof) for the purpose of carrying out or evidencing any of the transactions contemplated by this Agreement.
- 11.7 Choice of Law. This Agreement shall be construed, interpreted, and governed according to the laws of the State of California without regard to its conflict of laws and rules.
- 11.8 Force Majeure. The performance obligations of BHRS and/or HPSM respectively hereunder shall be suspended to the extent that all or part of this Agreement cannot be performed due to causes which are outside the control of BHRS and/or HPSM, and could not be avoided by the exercise of due care, including but not limited to acts of God, acts of a public enemy, acts of a sovereign nation or any state or political subdivision or any department or regulatory agency thereof or entity created thereby, acts of any person engaged in a subversive or terrorist activity or sabotage, fires, floods, earthquakes, explosions, strikes, slow-downs, lockouts or labor stoppage, freight embargoes, or by any enforceable law, regulation or order. The foregoing shall not be considered to be a waiver of any continuing obligations under this Agreement, and as soon as conditions cease, the party affected thereby shall fulfill its obligations as set forth under this Agreement. In order to benefit from the provisions of this Section 11.8, the party claiming force majeure must notify the other reasonably promptly in writing of the force majeure condition. If any event of force majeure, in the reasonable judgment of the parties, is of a severity or duration such that it materially reduces the value of this Agreement, then this Agreement may be terminated without liability or further obligation of either party (except for any obligation expressly intended to survive the termination of this Agreement and except for all amounts that have become or will become due and payable hereunder).
- 11.9 Entire Agreement; No Third Party Beneficiaries. This Agreement, including the Exhibits: (i) constitutes the entire agreement among the parties with respect to the subject matter hereof and supersedes all prior agreements and understandings, both written and oral, among the parties with respect to the subject matter hereof; and (ii) is intended solely for the benefit of each party hereto and their respective successors or permitted assigns, and it is not the intention of the parties to confer third party beneficiary rights, and this Agreement does not confer any such rights, upon any other third party.
- 11.10 Use of Name. Neither party shall use the other party's name, trade or service mark, logo, or the name of any affiliated company in any advertising or promotional material, presently existing or hereafter established, except in the manner and to the extent permitted by prior written consent of the other party.
- 11.11 Notice. Any notice required or permitted by this Agreement, unless otherwise specifically provided for in this Agreement, shall be in writing and shall be deemed given:

(i) one (1) day following delivery to a nationally reputable overnight courier; (ii) one (1) day following receipt by facsimile during the receiving party's business hours with written confirmation thereof; or (iii) three (3) days after the date it is deposited in the United States mail, postage prepaid, registered or certified mail, or hand delivered addressed as follows:

To: Health System Jean Fraser, Chief
San Mateo County Health System
225 37th Avenue
San Mateo, CA 94403

To: BHRS Stephen Kaplan, Director
Behavioral Health and Recovery Services
225 West 37th Ave
San Mateo, CA 94403

To: HPSM Maya Altman, Chief Executive Officer
Health Plan of San Mateo
701 Gateway Blvd., Suite 400
South San Francisco, CA 94080

Any party may at any time change its address for notification purposes by mailing a notice stating the change and setting forth the new address.

11.12 Counterparts; Facsimile. This Agreement may be executed in one or more counterparts, all of which shall be considered one and the same agreement and shall become effective when one or more counterparts have been signed by each of the parties and delivered to the other parties, it being understood that all parties need not sign the same counterpart. This Agreement may be executed and delivered by facsimile and upon such delivery the facsimile signature will be deemed to have the same effect as if the original signature had been delivered to the other party. The original signature copy shall be delivered to the other party by express overnight delivery. The failure to deliver the original signature copy and/or the nonreceipt of the original signature copy shall have no effect upon the binding and enforceable nature of this Agreement.

11.13 Independent Contractors. HPSM and BHRS are independent entities and nothing in this Agreement shall be construed or be deemed to create a relationship of employer and employee or principal and agent or franchiser and franchisee or any relationship, fiduciary or otherwise, other than that of independent parties contracting with each other solely for the purpose of carrying out the provisions of this Agreement. Nothing in this Agreement is intended to be construed, or be deemed to create, any rights or remedies in any third party, including but not limited to an HPSM Member. Nothing in this Agreement shall be construed or deemed to confer upon BHRS any responsibility for or control over the terms or validity of the Covered Services. BHRS shall have no final discretionary authority over or responsibility for HPSM's administration. Further, because BHRS is not an insurer or HPSM sponsor, BHRS shall have no responsibility for: (i) any funding of HPSM; or (ii) any insurance coverage relating to HPSM or any BHRS contract of HPSM or HPSM Members, except as described in Exhibit A.

- 11.14 Consent to Amend. This Agreement or any part or section of it may be amended at any time during the term of this Agreement only by mutual written consent of duly authorized representatives of BHRS and HPSM.
- 11.15 Headings. The headings of Articles, Sections and Exhibits contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement.
- 11.16 Compliance with Laws and Regulations. This Agreement will be in compliance with all pertinent federal and state statutes and regulations. If this Agreement, or any part hereof, is found not to be in compliance with any pertinent federal or state statute or regulation, then the parties shall renegotiate the Agreement for the sole purpose of correcting the non-compliance.
- 11.17 Construction.
- 11.17.1 For purposes of this Agreement, whenever the context requires: the singular number shall include the plural, and vice versa; the masculine gender shall include the feminine and neuter genders; the feminine gender shall include the masculine and neuter genders; and the neuter gender shall include the masculine and feminine genders.
- 11.17.2 The parties hereto agree that any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not be applied in the construction or interpretation of this Agreement.
- 11.17.3 As used in this Agreement, the words "include" and "including," and variations thereof, shall not be deemed to be terms of limitation, but rather shall be deemed to be followed by the words "without limitation."
- 11.17.4 Except as otherwise indicated, all references in this Agreement to "Articles," "Sections" and "Exhibits" are intended to refer to Articles of this Agreement, Sections of this Agreement and Exhibits to this Agreement.
- 11.18 Remedies Cumulative; Specific Performance. The rights and remedies of the parties hereto shall be cumulative (and not alternative). The parties to this Agreement agree that to the extent permitted by applicable law, in the event of any breach or threatened breach by any party to this Agreement of any covenant, obligation or other provision set forth in this Agreement for the benefit of any other party to this Agreement, such other party shall be entitled (in addition to any other remedy that may be available to it) to: (i) a decree or order of specific performance to enforce the observance and performance of such covenant, obligation or other provision; and (ii) an injunction restraining such breach or threatened breach. Neither party shall be required to provide any bond or other security in connection with any such decree, order or injunction or in connection with any related action or legal proceeding.
- 11.19 HIPAA Compliance. For the purposes of this Agreement, BHRS is deemed to be a "Business Associate" of HPSM as such term is defined in the Privacy Standard of the Federal Register, published on December 28, 2000 (Business Associate Requirements, Exhibit C, attached hereto and incorporated herein as referenced). The parties will endeavor to comply with all applicable regulations published pursuant to HIPAA, as of the effective enforcement date of each standard. In addition, without limiting any other provision of this Agreement:

- 11.19.1 all services provided by BHRS under this Agreement will be provided in such a manner as to enable HPSM to remain at all times in compliance with all HIPAA regulations applicable to HPSM, to the extent that HPSM's compliance depends upon the manner in which such services are performed by BHRS;
- 11.19.2 all software, application programs and other products licensed or supplied by BHRS under this Agreement will contain such characteristics and functionality (including as applicable, but not limited to, the ability to accept and securely transmit data using the standard HIPAA transaction sets) as necessary to ensure that HPSM's use of such software, application programs and other products and associate documentation from BHRS, when utilized by HPSM in the manner as directed by BHRS, will fully comply with the HIPAA regulations applicable to HPSM. In the event any amendment to this Agreement is necessary for HPSM to comply with the HIPAA regulations as they relate to this Agreement or its subject matter, including, but not limited to, requirements pertaining to Business Associate agreements, HPSM and BHRS will negotiate in good faith and amend this Agreement accordingly, with such amendment to be effective prior to the date compliance is required under each standard of the HIPAA regulations; and
- 11.19.3 all software, application programs, eligibility lists or other member-specific information and other products licensed or supplied by HPSM under this Agreement will contain such characteristics and functionality (including as applicable, but not limited to, the ability to accept and securely transmit data using the standard HIPAA transaction sets) as necessary to ensure that BHRS's use of such software, application programs and other products and associate documentation from HPSM, when utilized by BHRS in the manner as directed by HPSM, will fully comply with the HIPAA regulations applicable to BHRS. In the event any amendment to this Agreement is necessary for BHRS to comply with the HIPAA regulations as they relate to this Agreement or its subject matter, including, but not limited to, requirements pertaining to Business Associate agreements, BHRS and HPSM will negotiate in good faith and amend this Agreement accordingly, with such amendment to be effective prior to the date compliance is required under each standard of the HIPAA regulations.
- 11.20 Cultural Competence. BHRS shall ensure that all services, both clinical and non-clinical, are accessible to all HPSM members and are provided in a culturally competent manner, including those with limited English proficiency or reading skills and those with diverse cultural backgrounds.

ARTICLE 12

COMPLIANCE WITH LAWS AND REGULATIONS

- 12.1 BHRS understands and agrees that HPSM is responsible for the monitoring and oversight of all duties of BHRS under this Agreement, and that HPSM has the authority and responsibility to: (i) implement, maintain and enforce HPSM's policies governing BHRS's duties under this Agreement; (ii) conduct audits, inspections and/or

investigations in order to oversee BHRS's performance of duties described in this Agreement; (iii) require BHRS to take corrective action if HPSM or an applicable federal or state regulator determines that corrective action is needed with regard to any duty under this Agreement; and/or (iv) revoke the delegation of any duty, if BHRS fails to meet HPSM standards in the performance of that duty. BHRS shall cooperate with HPSM in its oversight efforts and shall take corrective action as HPSM determines necessary to comply with the laws, accreditation agency standards, HPSM policies governing the duties of BHRS or the oversight of those duties.

- 12.2 BHRS agrees to furnish medical records and/or ensure that Participating Providers furnish medical records that may be required to obtain any additional information or corroborate the encounter data.
- 12.3 If BHRS gives Confidential Information including Protected Health Information, as defined in 45 CFR §164.501, received from HPSM, or created or received by BHRS on behalf of HPSM, to any of its Downstream Entities, including agents or subcontractors, BHRS shall require the Downstream Entity to agree to the same restrictions and conditions that apply to BHRS under this Agreement. BHRS shall be fully liable to HPSM for any acts, failures or omissions of the Downstream Entity in providing the services as if they were BHRS's own acts, failures or omissions, to the extent permitted by law. BHRS further expressly warrants that its agents will be specifically advised of, and will comply in all respects with the terms of this Agreement.

The provisions of this Agreement shall bind and inure to the benefit of the parties hereto and their heirs, legal representatives, successors and assignees. This Agreement constitutes the entire understanding between the parties hereto.

SAN MATEO COMMUNITY HEALTH COMMISSION
d.b.a. HEALTH PLAN OF SAN MATEO

COUNTY OF SAN MATEO

BY _____


RON ROBINSON
Director of Finance

BY _____

PRESIDENT, BOARD OF
SUPERVISORS

10-17-12
DATE _____

DATE _____

EXHIBIT "A"
SCOPE OF SERVICES

In consideration of the payments set forth in Exhibit "B", BHRS shall provide the services as set forth in the corresponding Appendix referenced below.

- Appendix 1-A: Claims Processing and Data Management
- Appendix 1-B: Behavioral Health and Recovery Services Benefit
- Appendix 1-C: Provider Relations
- Appendix 1-D: Utilization and Medical Management
- Appendix 1-E: Customer Service
- Appendix 1-F: Grievances and Appeals
- Appendix 1-G: Quality Assessment and Improvement
- Appendix 1-H: Reporting

**APPENDIX 1-A
CLAIMS PROCESSING AND DATA MANAGEMENT**

1. Claims Processing. BHRS shall process claims for payment from Participating Providers, and Non-Participating Providers as needed, for authorized Covered Behavioral Health and Recovery Services on behalf of HPSM. Claims shall be processed at least twice per month.
2. Payment to Participating Providers. BHRS shall make payments to Participating Providers, and Non-Participating Providers as needed, for Covered Services to HPSM Members. BHRS shall not be obligated to pay Participating Providers (i) for services that are not Covered Services; or (ii) if Participating Providers fail to verify an individual's eligibility for Covered Services.
3. Encounter Data. BHRS shall submit encounter data in the form of claims to HPSM in electronic form. BHRS shall supply encounter data at least monthly, by the 10th of the month following the month of claim processing. BHRS will employ appropriate data security procedures to ensure rapid recovery and transmittal of all encounter data.
4. Certification of Data. BHRS agrees that by submitting any data to HPSM BHRS is certifying that the information is based on its best knowledge, information and belief available, and such information is accurate, complete and truthful.

**APPENDIX 1-B
BEHAVIORAL HEALTH AND RECOVERY SERVICES BENEFIT**

BHRS shall provide behavioral health and recovery services benefit to HPSM Members under this contract. The behavioral health and recovery services benefit shall be provided in accordance with standard Healthy Families, Healthy Kids, and HealthWorx rules and guidelines and HPSM policies and procedures.

BHRS will provide coverage for behavioral health treatment, as defined, for pervasive developmental disorder or autism, to Healthy Kids and In-Home Supportive Services.

The Healthy Families mental health and recovery services benefit for children with Serious Emotional Disturbance (SED) is administered and reimbursed by the State Department of Mental Health through a contract with BHRS. The services included in the contract between the State and BHRS are not included in this Agreement but are coordinated by BHRS and HPSM through a separate Healthy Families Memorandum of Understanding (MOU) between the HPSM and BHRS.

APPENDIX 1-C PROVIDER SERVICES

BHRS shall be responsible for maintaining and monitoring a network of behavioral health and recovery services providers that is sufficient to provide adequate access to and availability of covered behavioral health and recovery services. BHRS shall be responsible for credentialing and executing contracts with Participating Providers, as designated by HPSM, to provide behavioral health and recovery services to HPSM Members. Credentialing requirements will be waived if BHRS already has on file an up-to-date credentialing record. However, BHRS will re-credential the provider in accordance with the Participating Provider's existing credentialing schedule. BHRS's credentialing and re-credentialing process shall adhere to federal, state, and local laws, rules, and guidelines. HPSM shall at all times monitor the performance of BHRS and the network of behavioral health and recovery services providers and retains the right to approve, suspend, or terminate any arrangement set up by BHRS that in the opinion of HPSM does not contribute to the provision of good quality care to Members.

In contracting with Providers, BHRS shall ensure that each provider contract contain the following provisions.

- Provider shall agree to safeguard HPSM Member privacy and confidentiality, consistent with all federal and state laws, and ensure accuracy of beneficiary medical, health, and enrollment information and records.
- Provider shall look only to BHRS for payment of Covered Services and shall at no time seek compensation from HPSM Members for Covered Services, except as related to approved copayments specified in the HPSM Member's. Such payment by BHRS shall be considered payment in full. Providers shall not hold HPSM Members responsible for any cost sharing except as explicitly stated in each Member's respective Evidence of Coverage. In addition, the Provider shall not invoice or balance bill an HPSM Member for the difference between the provider's billed charges and the reimbursement paid by BHRS for Covered Services.
- Provider shall agree that neither the Provider or any of its Downstream Entities in any circumstances, including, but not limited to nonpayment by BHRS, insolvency of BHRS, or breach of this Agreement, shall bill, charge, collect a deposit from, seek compensation, remuneration or reimbursement from, or have any recourse against HPSM Members or persons other than BHRS for services provided pursuant to this Agreement, except as allowed in each Member's respective Evidence of Coverage. At no time will Provider or any party with a claim against Provider for Covered Services provided to HPSM Members bill or otherwise seek compensation from HPSM Members for Covered Services except in the case when a third party payer is primarily responsible and has paid HPSM Member for a Covered Service.
- Provider shall at all times during the term of this Agreement comply with, and require any of its Downstream Entities comply with, all applicable federal, state and municipal laws, regulations, reporting requirements, HPSM's contractual obligations to its oversight agencies, all HPSM policies and procedures related to health service delivery, and all applicable rules and regulations of the their applicable licensing bodies. This includes compliance with Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, the Age Discrimination Act of 1975, the Americans with Disabilities Act, Federal criminal law, the False Claims Act (31 U.S.C. §3729 et.seq.) and the Anti-Kickback statute (section 1128B(b) of the Act),

and HIPAA administrative simplification rules at 45 CFR Part 160, 162, and 164. Provider shall also agree to audits and inspections by HPSM's oversight agencies and/or their designees and cooperate, assist, and provide information as requested. If at any time during the term of this Agreement, Provider shall have Provider's license to practice in the State of California suspended, conditioned or revoked, Provider's agreement with BHRS shall terminate immediately and become null and void without regard to whether or not such suspension, condition or revocation has been finally adjudicated. Provider agrees to include the requirements of this section in its contracts with any Downstream Entity.

- Provider shall agree: (1) not to differentiate or discriminate in his/her provision of Covered Services to HPSM Members because of race, color, national origin, ancestry, religion, sex, health status, marital status, sexual orientation, age, or other protected classes according to federal and state law; and (2) to render Covered Services to HPSM Members in the same manner, in accordance with the same standards and within the same time availability as offered to non-HPSM Members consistent with existing medical/ethical/legal requirements for providing continuity of care to any patient.
- Provider shall agree that Provider understands that BHRS has certain obligations including the credentialing of Provider, and that BHRS and HPSM will have the right to oversee and review the quality of care and services provided to HPSM Members by Provider. Provider shall agree to be accountable to cooperate and comply with BHRS and HPSM whenever BHRS, HPSM, and/or their Medical Directors impose such obligations on Provider. Obligations may include, but may not be limited to: on-site review, member transfer from or to referring facilities, cooperation with Healthcare Effectiveness Data Information Sets ("HEDIS") measurements and other internal and external quality review and improvement programs, and risk adjustment programs.
- BHRS shall agree to promptly pay Provider for all clean claims within sixty (60) calendar days.
- Provider shall ensure that all services, both clinical and non-clinical, are accessible to all HPSM Members and are provided in a culturally competent manner, including those with limited English proficiency or reading skills and those with diverse cultural backgrounds.
- Provider shall maintain records related to any services provided to HPSM Members for a minimum of ten (10) years.

BHRS will also engage in standard provider services activities with Participating Providers, including maintaining a Claims department responsible for responding to inquiries related to claims processing, claims submission, and claims payment and maintaining a Utilization Review department responsible for responding to inquiries related to prior authorization for Covered Services. Departments will be available to respond to provider inquiries during regular business hours, from 8:00 a.m. to 5:00 p.m. Monday through Friday.

**APPENDIX 1-D
UTILIZATION AND MEDICAL MANAGEMENT**

1. Prior Authorization Review. BHRS shall perform initial review of prior authorization requests for Covered Services as determined by the Benefit Plan. BHRS agrees that in performance of prior authorization requests, BHRS shall comply with the prior authorization policies and procedures, and guidelines used and approved by HPSM, including policies and procedures and guidelines required under federal laws, rules, and guidance for the Medicare program. BHRS shall make authorization decisions based on relevant documentation received.
2. Timeframes. BHRS shall make authorization decisions on all emergent and urgent authorizations within 72 hours of receipt of the information reasonably necessary to make a decision. BHRS shall make authorization decisions on all non-urgent authorizations within five (5) business days of receipt of the information reasonably necessary to make a decision.
3. Retroactive Authorizations. BHRS shall have a written process for reviewing retroactive authorizations for Covered Services and take action on all retroactive authorizations within thirty (30) calendar days of receipt of the information reasonably necessary to make a decision.
4. Notification of Decision. BHRS agrees that it shall notify the HPSM Member, Participating Provider, and/or Referring Provider of the specific benefits that were denied, modified, or deferred, in writing, by mail. BHRS agrees that such notification to HPSM Members shall be in English and Spanish and shall be provided within the same timeframes as those required for making the authorization decisions.
5. Utilization Management and Quality Review Programs. BHRS shall cooperate with, participate in, and comply with HPSM's Utilization Management and Quality Review Programs, including any revisions and updates that may occur upon review.

APPENDIX 1-E GRIEVANCES AND APPEALS

BHRS shall process HPSM Member complaints if an HPSM Member or applicant is dissatisfied with his/her experience accessing or utilizing behavioral health and/or recovery services under this Program. BHRS will accept complaints in writing, by phone, or through BHRS's website.

Complaints include both appeals and grievances, as follows:

- Appeals. Appeals are complaints related to BHRS or HPSM's decision to deny a benefit to the member to which he/she believes he/she is entitled. Appeals are generated in response to a denied request for authorization. BHRS differentiates between standard Appeals and expedited Appeals. BHRS processes an Appeal on an expedited basis when the standard timeframe for processing an appeal could seriously jeopardize the participant's life, health, or ability to regain maximum function.
- Grievances. Grievances are complaints related to any other aspect of HSPM or BHRS operations, excluding Appeals. Examples of grievances are complaints related to quality of care, access problems, or provider interactions.

BHRS acknowledges receipt of all Appeals or Grievances within 5 business days. Standard Appeals and Grievances shall be resolved within 30 calendar days from the date of receipt. Expedited Appeals shall be resolved within 72 hours from the time of receipt.

APPENDIX 1-F
QUALITY ASSESSMENT AND IMPROVEMENT

BHRS shall provide the following quality assessment and improvement services:

- BHRS shall regularly monitor HPSM Members' access to care, including wait times for appointments and office wait times. Target timeframes for new patients for routine appointments for longstanding problems is 30 days; for urgent appointments for stable conditions is 72 hours; for urgent appointments for less stable issues is same day/next day (depending on clinician triage), and immediately for emergency situations.
- BHRS shall regularly review grievances and appeals to address any quality of care concerns that arise. A clinical staff member needs to review any issues involving clinical quality of care; a physician needs to review any issues involving medication management.
- BHRS shall regularly monitor utilization to protect against overutilization and underutilization of behavioral health and recovery services. Quarterly reports shall be made available to HPSM for review.
- BHRS shall develop at least one clinical and one non-clinical quality improvement project annually that demonstrate its commitment to QAI services. Over time, these should represent the different age ranges, if they are not applicable at one time to all age ranges. Periodic monitoring to demonstrate maintenance of improvement should occur, even after the projects have been closed. Quality reports shall be submitted to HPSM at least annually describing the plans, their methodology, their implementation and their outcomes, in a Plan/Do/Study/Act format, or comparable, to demonstrate improvements achieved over the year(s).

HPSM acknowledges and agrees that it is the ultimate decision maker on quality assurance programs and that it agrees to the quality assurance services set forth herein.

APPENDIX 1-G REPORTING

BHRS shall supply such encounter, quality and cost data as HPSM may require to perform its disclosure, reporting, administrative, supervisory, and other functions required under HPSM's contracts with its oversight agencies and under applicable State and Federal laws and regulations or as requested. Standardized reports include the following (contingent upon services to be performed by BHRS under this Addendum).

Quarterly Reports:

- **Prior Authorization.** BHRS will report annually information about the use of the prior authorization tool, including but not limited to: (i) the number of requests denied due to the need for prior authorization; (ii) the number of prior authorizations requested; (iii) the number of prior authorizations approved.

- **Grievances and Appeals.** BHRS will report quarterly, in a format provided by HPSM, information about the receipt and processing of grievances and appeals, including detailed information on each case, including but not limited to the identify of the member, the member's complaint, the resolution, receipt and resolution dates, as well as summary data including but not limited to:
 - o The number of grievances received;
 - o The number of grievances resolved beyond 30 days;
 - o The number of appeals received;
 - o The number of appeals upheld;
 - o The number of appeals overturned;
 - o The number of appeals resolved beyond 30 days; and
 - o Any quality of care concerns identified through grievances and appeals.

Grievance and Appeals Quarterly Reports are due as listed in the following table:

Quarter being reported	Report Due
October, November, December	January 15
January, February, March	April 15
April, May, June	July 15
July, August, September	October 15

Annual Reports:

BHRS shall provide other ad hoc reports as required by HPSM to conduct cost and quality analyses.

EXHIBIT "B"
PAYMENT

HPSM's payment to BHRS shall be based on claims submitted to HPSM for Covered Services provided to HPSM Members. Claims shall be paid in accordance with a mutually-agreed-upon fee schedule. Payment for these claims shall reflect payment for both health care costs that BHRS has incurred in payments to Providers, as well as payment for administrative costs incurred by BHRS under this contract.



COUNTY OF SAN MATEO
Inter-Departmental Correspondence
Health System



Date: November 8, 2012
Board Meeting Date: January 15, 2013
Special Notice / Hearing: None
Vote Required: Majority

To: Honorable Board of Supervisors

From: Jean S. Fraser, Chief of the Health System
Srija Srinivasan, Director, Strategic Operations

Subject: Amendment with the San Mateo Community Health Authority for the Healthy Kids Program

RECOMMENDATION:

Adopt a Resolution authorizing an amendment to the agreement with the San Mateo Community Health Authority for outreach and retention activities for 0-5 Medi-Cal and Healthy Kids members, extending the term through December 31, 2013 and increasing the amount by \$6,597,500 to \$19,597,500.

BACKGROUND:

In February 2002 your Board established and funded the San Mateo County Children's Health Initiative (CHI) to address community-wide concern for the 17,000 County children who lacked access to comprehensive health coverage. In January 2003 San Mateo County created the Healthy Kids (HK) insurance program to cover children ineligible for Medi-Cal (MC) and Healthy Families (HF) programs and initiated an outreach and enrollment strategy to enroll children in all three public programs.

The San Mateo Community Health Authority (the Authority), as the governing body of the Health Plan of San Mateo (HPSM), is the contracted plan administrator for HK under an agreement approved by your Board in May 2005. In March 2007 your Board approved the transfer of governance of CHI to the Authority. In March 2008 your Board approved a recommendation to lower the HK per-member-per-month (PMPM) rate from \$92.13 to \$74.47 after an analysis of program costs in its first four years. In January 2010 your Board approved a new three-year agreement with the Authority through December 31, 2012 with the same HK PMPM rate of \$74.47. In November 2010 your Board approved an amendment to the Agreement to increase the HK PMPM rate to \$101.02 and other HK policy and administrative changes.

DISCUSSION:

This amendment extends the agreement for another year, keeps the same HK PMPM rate at \$101.02 and increases the total agreement amount by \$6,597,500 for a new amount of \$19,597,500 for the annual PMPM coverage and to allow HPSM to support a Member Services Specialist for outreach and retention activities for 0-5 Medi-Cal and Healthy Kids members. These specific activities will be paid for by First 5 funds.

The amendment and Resolution have been reviewed and approved by County Counsel as to form.

The new outreach and retention activities recommendation was approved by the First 5 Commission at its November 26, 2012 meeting, thus resulting in a delay in bringing this agreement to your Board.

Children’s Health Initiative-Health Coverage Unit (CHI-HCU) requests that your Board authorize the Chief of the Health System or designee to execute contract amendments which modify the County’s maximum fiscal obligation by no more than \$25,000 (in aggregate), and/or modify the contract term and/or services so long as the modified term or services is/are within the current or revised fiscal provisions.

The contractor has assured compliance with the County's Contractor Employee Jury Service Ordinance, as well as all other contract provisions that are required by County ordinance and administrative memoranda, including but not limited to insurance, hold harmless, non-discrimination, and equal benefits.

Approval of this amendment contributes to the Shared Vision 2025 outcome of a Healthy Community by providing health coverage for low-income children in San Mateo County, which promotes access to preventive and regular healthcare. It is anticipated that 4,800 will be enrolled, which is an indicator of the reach of the HK program.

PERFORMANCE MEASURE(S):

Measure	FY 2011-12 Actual	FY 2012-13 Projected
Number of children enrolled in HK	4,732	4,800

FISCAL IMPACT:

The term of this agreement is January 1, 2010 through December 31, 2013, for a maximum obligation of \$19,597,500. Amendment costs of \$3,298,750 are included in the Children’s Health Initiative-Health Coverage Unit (CHI-HCU) FY 2012-13 Adopted Budget. The cost for the subsequent year is \$3,298,750 and will be included in the (CHI-HCU) FY 2013-14 Recommended Budgets. The contract is funded with \$4,597,500 in contributions from First 5 San Mateo County, Peninsula and Sequoia Healthcare Districts and the CHI Trust Fund. The County contribution for this Agreement for FY 2012-13 is \$2,000,000. The payment provisions and levels of service in this contract are different from the prior year because of the additional outreach and retention activities funded by First 5.

RESOLUTION NO. _____

BOARD OF SUPERVISORS, COUNTY OF SAN MATEO, STATE OF CALIFORNIA

* * * * *

**RESOLUTION AUTHORIZING AN AMENDMENT TO THE AGREEMENT WITH THE
SAN MATEO COMMUNITY HEALTH AUTHORITY FOR OUTREACH AND
RETENTION ACTIVITIES FOR 0-5 MEDI-CAL AND HEALTHY KIDS MEMBERS,
EXTENDING THE TERM THROUGH DECEMBER 31, 2013 AND INCREASING THE
AMOUNT BY \$ 6,597,500 TO \$ 19,597,500**

RESOLVED, by the Board of Supervisors of the County of San Mateo, State of California, that

WHEREAS, on May 24, 2005, the Board of Supervisors approved an agreement for the period February 12, 2005 through February 11, 2008, whereby the San Mateo Health Authority (the Authority) will support the Children’s Health Initiative (CHI) by administering health insurance, medical, dental, and vision benefits for Healthy Kids (HK) eligible children; and

WHEREAS, on March 11, 2008, the Board of Supervisors approved an amendment to the agreement lowering the HK Per-Member-Per-Month (PMPM) rate to \$74.47 effective February 12, 2008; and

WHEREAS, on January 26, 2010, the Board of Supervisors approved a new three-year agreement with the Authority effective January 1, 2010 through December 31, 2012 with the same HK PMPM rate of \$74.47; and

WHEREAS, on November 2010, the Board of Supervisors approved an amendment to the agreement to increase the HK PMPM rate of \$101.02 and other

Healthy Kids policy and administrative changes; and

WHEREAS, both parties now wish to execute a second amendment extending the term of the agreement through December 31, 2013 and adding \$6,500,000 for PMPM and \$97,500 to allow the Authority to bring on a Member Services Specialist to conduct outreach and retention activities; and

WHEREAS, this Board of Supervisors has been presented with a form of such amendment and said Board has examined and approved same as to form and content and desires to enter into said amendment to the agreement; and

NOW THEREFORE, IT IS HEREBY DETERMINED AND ORDERED that the President of the Board of Supervisors be, and is hereby authorized and directed to execute said amendment for and on behalf of the County of San Mateo, and the Clerk of this Board shall attest the President's signature thereto.

BE IT FURTHER RESOLVED that the Chief of the Health system or designee is authorized to execute contract amendments which modify the county's maximum fiscal obligation by no more than \$25,000 (in aggregate), and/or modify the contract term and/or services so long as the modified term or services is/are within the current or revised fiscal provisions.

* * * * *

**SECOND AMENDMENT TO THE AGREEMENT BETWEEN
THE COUNTY OF SAN MATEO AND
THE SAN MATEO COMMUNITY HEALTH AUTHORITY
TO ADMINISTER THE HEALTHY KIDS PROGRAM**

This Amendment is entered into this ____ day of December, 2012.

WITNESSETH:

WHEREAS, on January 1, 2010, the parties entered into an Agreement for the Health Plan to provide health insurance to Healthy Kids members for the period of January 1, 2010 through December 31, 2012 (hereafter "the Agreement") pursuant to the San Mateo County Board of Supervisor's Resolution No. 071214 ; and

WHEREAS, contract will be extended from January 1, 2010 through December 31, 2012 to January 1, 2010 through December 31, 2013.

WHEREAS, the parties now wish to amend the Agreement.

NOW, THEREFORE, the parties agree that their Agreement for administration of the Healthy Kids Program is amended as follows:

1. Attachment B- Premium Schedule is amended to the following:

"Premium Schedule for January 1, 2011 through December 31, 2013 is \$101.02 per Member per Month".

2. Attachment C is amended to the following:

C.1 Children's Health Coverage Programs Retention and Utilization Project

The Health Plan of San Mateo (PLAN) will employ staff to conduct outreach and retention activities for Medi-Cal and Healthy Kids children ages 0-5.

The duties of staff assigned to this project will include but not be limited to:

1. Conducting special outreach calls to those Healthy Families HPSM members transitioning to Medi-Cal and assisting them with navigating the Denti-Cal program by providing names of local Denti-Cal providers
2. Conducting special outreach (phone calls) to MC and HK 0-5 members who have disenrolled from the program and referring them to reapply if they are still eligible
3. Special outreach to 0-5 children on Restricted Medi-Cal but no Healthy Kids coverage

C.2 Payment Schedule

It is expected that these specific activities will be paid by First 5 funds and will be in the amount of \$97,500.00. The PLAN will invoice the COUNTY the first half of the First 5 grant by January 31, 2013 and the second half by July 31, 2013.

3. This Amendment shall be effective on January 1, 2013.

4. All other terms, conditions, and provisions of said Amendment shall remain in full force and effect so that all rights, duties, obligations, and liabilities of the parties hereto remain unchanged.

NOW, THEREFORE, IT IS HEREBY AGREED BY THE PARTIES, that the Agreement of January 1, 2010 be amended accordingly, and that these Amendments are hereby incorporated and made a part of the original Agreement and any Amendments thereto, and subject to all provisions therein.

IN WITNESS WHEREOF, the parties have executed this Amendment on the date and year written below.

County of San Mateo

San Mateo Community
Health Authority



By: _____
President
Board of Supervisors, San Mateo County

By: _____
Ron Robinson, Director of Finance
Health Plan of San Mateo

Date: _____

Date: 12.10.12

ATTEST:

BY: _____
Clerk of Said Board

ATTACHMENT I

Assurance of Compliance with Section 504 of the Rehabilitation Act of 1973, as Amended

The undersigned (hereinafter called the "Contractor(s)") hereby agrees that it will comply with Section 504 of the Rehabilitation Act of 1973, as amended, all requirements imposed by the applicable DHHS regulation, and all guidelines and interpretations issued pursuant thereto.

The Contractor(s) gives/give this assurance in consideration of for the purpose of obtaining contracts after the date of this assurance. The Contractor(s) recognizes/recognize and agrees/agree that contracts will be extended in reliance on the representations and agreements made in this assurance. This assurance is binding on the Contractor(s), its successors, transferees, and assignees, and the person or persons whose signatures appear below are authorized to sign this assurance on behalf of the Contractor(s).

The Contractor(s): (Check a or b)

- a. Employs fewer than 15 persons.
- b. Employs 15 or more persons and, pursuant to section 84.7 (a) of the regulation (45 C.F.R. 84.7 (a), has designated the following person(s) to coordinate its efforts to comply with the DHHS regulation.

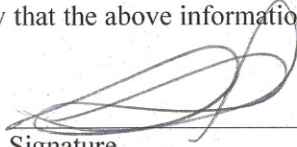
Maya Altman
Name of 504 Person - Type or Print

San Mateo Community Health Authority
Name of Contractor(s) - Type or Print

701 Gateway Boulevard, Suite 400
Street Address or P.O. Box

South San Francisco, CA 94080
City, State, Zip Code

I certify that the above information is complete and correct to the best of my knowledge.


Signature

DIRECTOR OF FINANCE
Title of Authorized Official

11/13/12
Date

*Exception: DHHS regulations state that:

"If a recipient with fewer than 15 employees finds that, after consultation with a disabled person seeking its services, there is no method of complying with (the facility accessibility regulations) other than making a significant alteration in its existing facilities, the recipient may, as an alternative, refer the handicapped person to other providers of those services that are accessible."



COUNTY OF SAN MATEO
Inter-Departmental Correspondence
Human Resources



Date: December 6, 2012
Board Meeting Date: January 15, 2013
Special Notice / Hearing: None
Vote Required: Majority

To: Honorable Board of Supervisors

From: Donna Vaillancourt, Human Resources Director
Peter Bassett, Interim Assistant Director of Human Resources

Subject: Amendment to the Agreement with Delta Dental of California

RECOMMENDATION:

Adopt a Resolution waiving the Request for Proposal process and authorizing the Human Resources Director to renew coverage with Delta Dental of California to provide dental health maintenance organization benefits to employees and retirees through December 31, 2016, in an amount not to exceed \$1,900,000

BACKGROUND:

Delta Dental was selected to provide dental health maintenance organization (DHMO) benefits through a Request for Proposal (RFP) process in 1999. The County renewed its coverage with Delta in 2003, 2006, and 2009. In January 2010, a labor-management-retiree committee was established to conduct a formal RFP process for dental insurance services to determine if the County's current dental plans continue to meet the needs of the County, its employees and retirees, and all covered dependents.

The Committee recommended that the County continue to offer the DeltaCare HMO Plan. The Committee found that the DeltaCare HMO plan offered employees the largest HMO dental network at the most affordable cost.

DISCUSSION:

Through this amendment, Delta has agreed to continue offering the same DHMO benefits for employees and retirees that it currently offers with a 4.5% rate increase, guaranteed for three years.

An RFP waiver is being requested because an RFP process was recently conducted two years ago, and the DeltaCare HMO plan continues to meet the County's needs.

In addition to authorization to execute the amendment, the Human Resources Department requests your Board to authorize the Human Resources Director or the Director's designee to execute amendments to the agreements which modify the County's maximum fiscal obligation by no more than \$25,000 (in aggregate), and/or modify the agreements term and/or services so long as the modified term or services is/are within the current or revised fiscal provisions.

The Contractor has assured compliance with the County's Contractor Employee Jury Service Ordinance, as well as all other agreement provisions that are required by County ordinance and administrative memoranda, including but not limited to insurance, hold harmless, non-discrimination and equal benefits. County Counsel has reviewed and approved the Resolution as to form.

Approval of this Amendment contributes to Shared Vision 2025 of a Collaborative Community by providing cost-effective dental plans to County employees resulting in a healthy and productive workforce.

PERFORMANCE MEASURE(S):

Measure	FY 2012-13 Actual	FY 2013-14 Projected
Calls to Delta's Customer Service Department are answered within 30 seconds	79%	80%
Annual turnover of contract dentists	1%	1%

FISCAL IMPACT:

The DeltaCare contract rate is increasing 4.5% which equates to \$84,000 over the 3-year term. Since the County and employees share in the cost of dental premiums (90% and 10% respectively), the net County cost increase is \$75,600 over the next three years. This increase has been included in the FY2012-13 budget.

RESOLUTION NO. _____

BOARD OF SUPERVISORS, COUNTY OF SAN MATEO, STATE OF CALIFORNIA

* * * * *

**RESOLUTION WAIVING THE REQUEST FOR PROPOSAL PROCESS AND
AUTHORIZING THE HUMAN RESOURCES DIRECTOR TO RENEW COVERAGE
WITH DELTA DENTAL OF CALIFORNIA TO PROVIDE DENTAL HEALTH
MAINTENANCE ORGANIZATION BENEFITS TO EMPLOYEES AND RETIREES
THROUGH DECEMBER 31, 2016, IN AN AMOUNT NOT TO EXCEED \$1,900,000**

RESOLVED, by the Board of Supervisors of the County of San Mateo, State of California, that

WHEREAS, Delta Dental of California (Delta) was selected to provide dental health maintenance organization (DHMO) benefits to the County through a Request for Proposal process in 1999; and

WHEREAS, the County renewed its coverage with Delta in 2003 and 2006, 2009 and the County's current agreement with Delta expires on December 31, 2012; and

WHEREAS, Delta has agreed to amend its existing Agreement in order to continue offering the same dental benefits for employees and retirees with a 4.5% rate increase through December 31, 2016; and

WHEREAS, the County conducted a formal Request for Proposals (RFP) process in 2010 and a labor-management committee recommended that the County continue to offer the DeltaCare HMO Plan. The Committee found that the DeltaCare

HMO plan offered employees the largest HMO dental network at the most affordable cost; and

WHEREAS, based on the on the foregoing, as well as Delta's past performance, the Human Resources Department believes that it is in the County's best interests that Delta continue as the provider for the DHMO plan through December 31, 2016 without undertaking the request for proposal process at this time.

NOW, THEREFORE, IT IS HEREBY DETERMINED AND ORDERED that the Board of Supervisors hereby authorizes a waiver of the Request for Proposals process;

BE IT FURTHER RESOLVED that the Board of Supervisors hereby authorizes the Human Resources Director to renew coverage with Delta Dental of California to provide dental health maintenance organization benefits to employees and retirees through December 31, 2016, with the aggregate amount not to exceed \$1,900,000; and

BE IT FURTHER RESOLVED that the Board of Supervisors hereby authorizes the Human Resources Director or the Director's designee to execute contract amendments which modify the County's maximum fiscal obligation by no more than \$25,000 (in aggregate), and/or modify the contract term and/or services so long as the modified term or services is/are within the current or revised fiscal provisions.

* * * * *



COUNTY OF SAN MATEO
Inter-Departmental Correspondence
Human Resources



Date: December 18, 2012
Board Meeting Date: January 15, 2013
Special Notice / Hearing: None
Vote Required: Majority

To: Honorable Board of Supervisors

From: Donna Vaillancourt, Human Resources Director

Subject: Side agreement to the current Memorandum of Understanding with the California Nurses Association (CNA)

RECOMMENDATION:

Adopt a Resolution to approve a side agreement to the current Memorandum of Understanding with the California Nurses Association for the remainder of the term of the current contract through July 5, 2014.

BACKGROUND:

During bargaining for the current MOU, the County and CNA agreed to meet and confer regarding overtime wages and status under the Fair Labor Standards Act specifically for the Nurse Practitioners. The County and CNA have met and conferred in good faith and agreed to the terms as described in the Side Letter. All other terms and conditions currently in effect will remain through July 5, 2014.

DISCUSSION:

Nurse Practitioners have been identified as an integral component of our ongoing success in delivering exceptional healthcare services to the population we serve. While Nurse Practitioners are exempt from receiving overtime under the Fair Labor Standards Act (FLSA) Nurse Practitioners in this county had negotiated many years ago to receive pay for all hours worked. Additionally, salary surveys with our standard comparators indicate that the Nurse Practitioners were no less than 15% behind the market in wages. Under the terms of this side letter, Nurse Practitioners will no longer receive overtime pay and will instead receive a 9% equity increase and additional paid time off. The recommended side letter to the MOU with CNA covers the period remaining on the existing agreement, retroactive to November 25, 2012, through July 5, 2014.

County Counsel has reviewed and approved the Resolution as to form. Approval of this resolution contributes to Shared Vision 2025 of a Collaborative Community by ensuring cost-effective compensation structures for County employees.

FISCAL IMPACT:

The cost of the equity increase and additional paid time off will be partially offset by a reduction in overtime costs resulting in a net increase of approximately \$200,000.

RESOLUTION NO. _____

BOARD OF SUPERVISORS, COUNTY OF SAN MATEO, STATE OF CALIFORNIA

* * * * *

**RESOLUTION APPROVING A SIDE AGREEMENT TO THE CURRENT
MEMORANDUM OF UNDERSTANDING WITH THE CALIFORNIA NURSES
ASSOCIATION (CNA) FOR THE REMAINDER OF THE TERM OF THE CURRENT
CONTRACT THROUGH JULY 5, 2014**

RESOLVED, by the Board of Supervisors of the County of San Mateo, State of California, that

WHEREAS, there has been presented to the Board for its consideration and ratification a side agreement to the Memorandum of Understanding with the California Nurses Association (CNA) for the period commencing November 24, 2012, and ending July 5, 2014; and

WHEREAS, this Board has examined and approved the side letter to the Memorandum of Understanding as to both form and content and desires to ratify and adopt the same.

NOW, THEREFORE, IT IS HEREBY DETERMINED AND ORDERED that the Board of Supervisors hereby ratifies and adopts the side letter of said Memorandum of Understanding.

* * * * *

San Mateo County
Nurse Practitioners
Side Letter Agreement
November 19, 2012

California Nurses Association on behalf of the Nurse Practitioners and the County of San Mateo agree as follows:

In exchange for the elimination of receiving compensation for hours worked in excess of 40 per week as is currently agreed upon in the Memorandum of Understanding, Nurse Practitioners shall have exempt status under the Fair Labor Standards Act (FLSA) and will receive a 9% pay increase effective the pay period which begins following ratification of this agreement.

In addition, Nurse Practitioners whose FTE status is 75% or greater shall receive the equivalent of 3 hours per pay period of time placed into a bank for their use as paid time off throughout the year (78 hours). This bank will be established the first full pay-period of each fiscal year and must be used prior to the final full pay period in the fiscal year. Balances remaining at the end of the fiscal year will be forfeited with no cash value. Processes for advanced approvals for time off will not change and the Nurse Practitioners will be expected to follow established policies when requesting to use this time.

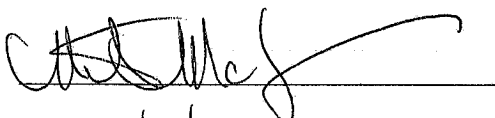
For the current fiscal year (12/13) one half of the above hours (39 hours) will be provided to each Nurse Practitioner effective the first full pay period in January 2013 provided agreement is reached by December 3, 2013. If agreement is not reached by that date, a recalculation of hours and a revised estimate of when those hours will be credited will be established. Those hours must be used by the final full pay period in June, 2013.

The above agreement will be moved into the MOU during the next regular bargaining session.

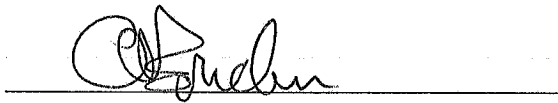
The County agrees to continue to meet and confer over any changes to productivity standards, as is current practice.

Agreed on behalf of San Mateo County

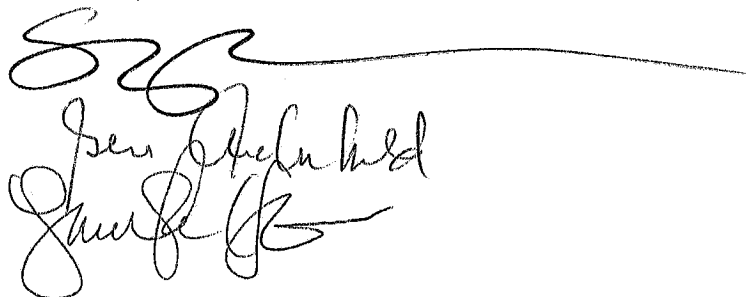
Agreed on behalf of California Nurses Association



Dated: 11/19/2012



Dated: 11/19/2012



Janet Johnson
Janet Johnson



COUNTY OF SAN MATEO
Inter-Departmental Correspondence
Human Resources



Date: January 3, 2013
Board Meeting Date: January 15, 2013
Special Notice / Hearing: None
Vote Required: Majority

To: Honorable Board of Supervisors
From: Donna Vaillancourt, Human Resources Director

Subject: Recommended Revision to the Salary Ordinance

RECOMMENDATION:

Introduction of an ordinance amending the salary ordinance to reflect the addition of one unclassified position, and accepting the report on the total number of positions in the County and waiver of reading the ordinance in its entirety

BACKGROUND:

Each year following budget deliberations your Board adopts the annual salary ordinance. The ordinance enacts the decisions made during budget hearings concerning the number of positions in the County. Throughout the year, because of changes in the operating needs of departments, salary ordinance amendments are recommended that make adjustments to department staffing configurations.

DISCUSSION:

The salary ordinance changes herein represent the:

- addition of one unclassified position.

This action was approved for study by the County Manager's Office and the amendment has been reviewed and approved by the County Counsel's Office.

This change contributes to the Shared Vision 2025 outcome of a Collaborative Community by ensuring that departments have staff with the skills necessary to perform the work and allow departments to provide exceptional service to the community.

The specific action is discussed in detail below.

ORGANIZATION 18000 INFORMATION SERVICES

Action: Add: One position of B274, Project Manager - Unclassified
Biweekly Salary: \$3,754.40 - \$4,692.80

Approximate Monthly Salary: \$8,135.00 - \$10,169.00

Explanation: This is the addition of one Project Manager - Unclassified. This position will be designated to lead the criminal justice integration project. This action represents a salary and benefits cost of \$14,440. The total number of authorized positions is increased by one.

FISCAL IMPACT:

The action presented in this amendment represents an estimated monthly salary and benefits cost of \$14,440.00 or an estimated annual cost of \$173,280.00.

ORDINANCE NO.
BOARD OF SUPERVISORS, COUNTY OF SAN MATEO,
STATE OF CALIFORNIA

* * * * *

AN ORDINANCE AMENDING ORDINANCE NUMBER 04629

The Board of Supervisors of the County of San Mateo, State of California,
ordains as follows:

SECTION 1. Part 13 of the Ordinance is amended as indicated:

ORGANIZATION 18000 INFORMATION SERVICES

1. Item B274, Project Manager – Unclassified is increased by 1 position for a new total of 1 position.

SECTION 2. The changes in this ordinance are effective at the start of the first pay period thirty days following adoption.

Position Status Report for Fiscal Year 2012 - 2013

As of 12-21-12

Department	# of Authorized Positions	Current # of Positions	Change	Current Vacant Positions	Comments
Safe Neighborhoods					
CMO - Public Safety Communications (12400)	54	54	0	3	
District Attorney's Office (25000)	118	118	0	5	
Sheriff's Office (30000)	673	673	0	76	
Probation Department (32000)	407	407	0	17	
Coroner's Office (33000)	14	14	0	1	
Healthy Community					
Health Administration (55000)	12	12	0	0	
Health Policy and Planning (55500)	47	47	0	1	
Emergency Medical Services (56000)	6	6	0	0	
Aging and Adult Services (57000)	129	129	0	5	
Environmental Health (59000)	74	74	0	2	
Behavioral Health & Recovery Services (61000)	395	395	0	28	
Public Health (62000)	86	86	0	6	
Family Health Services (62400)	173	173	0	17	
Correctional Health (63000)	87	87	0	6	
San Mateo Medical Center (66000)	957	957	0	67	
First 5 San Mateo County (19500)	10	10	0	3	
Prosperous Community					
Department of Child Support Services (26000)	90	90	0	10	
Human Services Agency (70000)	704	704	0	67	
Livable Community					
LAFCO (35700)	1	1	0	0	
County Library (37000)	122	122	0	6	
Planning (38000)	48	48	0	2	
Department of Housing (79000)	11	11	0	1	
Environmentally Conscious Community					
PW - Administrative Services (45100)	33	33	0	2	
Road Construction and Operations (45200)	74	74	0	3	
Engineering Services (46000)	24	24	0	5	
Facilities Services (47300)	97	97	0	7	

Department	# of Authorized Positions	Current # of Positions	Change	Current Vacant Positions	Comments
Construction Services (47400)	13	13	0	5	
Vehicle and Equipment Maintenance (47600)	16	16	0	4	
Waste Management (48200)	9	9	0	2	
Transportation Services (48300)	1	1	0	0	
Utilities (48400)	16	16	0	0	
Airports (48500)	9	9	0	1	
PW - Parks and Recreation (39000)	46	46	0	7	
PW- Coyote Point Marina (39800)	3	3	0	1	
CMO - Agriculture/Weights and Measures (12600)	30	30	0	2	
CMO - Real Property (12200)	4	4	0	1	
Collaborative Community					
Board of Supervisors (11000)	20	20	0	2	
County Manager's/Clerk of the Board (12000)	35	35	0	3	
Assessor/County Clerk/Recorder (13000)	112	112	0	7	
Controller's Office (14000)	42	42	0	4	
Tax Collector/Treasurer's Office (15000)	61	61	0	6	
County Counsel (16000)	40	40	0	3	
Human Resources (17000)	51	51	0	4	
Information Services (18000)	130	130	0	10	
Retirement Office (20000)	20	20	0	1	
Totals	5104	5104	0	403	<i>Vacancy Rate</i>
				8%	



COUNTY OF SAN MATEO
Inter-Departmental Correspondence
Probation



Date: December 3, 2012
Board Meeting Date: January 15, 2013
Special Notice / Hearing: None
Vote Required: Majority

To: Honorable Board of Supervisors
From: Roy Brasil, Acting Chief Probation Officer
Subject: Approval for Acceptance of the Proud Parenting Program Grant administered by the Board of State and Community Corrections

RECOMMENDATION:

Adopt a Resolution authorizing the Acting Chief Probation Officer or his designee to:

- A) Apply for and accept federal funds available for FY 2012-13 in the amount of \$137,053 through the Proud Parenting Program Grant administered by the Board of State and Community Corrections (BSCC); and
- B) Provide matching fund required for this grant in the amount of \$13,745; and
- C) Submit and accept FY 2012-13 Proud Parenting Program applications when funds are appropriated to BSCC with County matching fund requirement not to exceed \$14,000 annually.

BACKGROUND:

The Proud Parenting Program is a grant administered by the Board of State and Community Corrections (BSCC) to deliver parenting curriculum to youth by strengthening parenting knowledge and skills through parent education classes supported by evidence based practices proven strategies that have been found to reduce recidivism, substance abuse, and antisocial behavior. The target audience is young parents between the ages of 14 and 25 who have been involved in the justice system and/or child welfare system, and their children. Facilitators will prepare materials, create visual aids and plan group activities as well as facilitate 10 week long sessions to include goal setting, anger and stress management, and self-esteem building.

This is the first year Probation has applied for the Proud Parenting grant which will be in the amount of \$137,053. An application was submitted to meet the March 1, 2012

deadline and has been accepted by the State. The grant documents were signed in October and notification was received from the State in November that in order to receive the grant, the State requires a Board resolution.

DISCUSSION:

Youth are referred by a Deputy Probation Officer. Each participant must show interest in the program and be committed to completing the program. Phase I includes 10 classroom sessions, held weekly, on topics such as early childhood stages of development, CPR certification, and cognitive behavioral therapy.

Interventions that will be used are through regular visits to the participants for up to one year after completion of Phase I. The program facilitator will provide follow up case work to assist participants as they work through the challenges of parenthood and provide motivation for education or career advancement. Interactions will occur through the telephone and in-person visits.

County Counsel has reviewed and approved the Resolution as to form.

Acceptance of these funds contributes to the Shared Vision 2025 outcome of a Safe Neighborhoods by reducing violence.

PERFORMANCE MEASURE(S):

Measure	FY 2012-13 Projected
Percentage of Proud Parent Program participants who increase knowledge of positive parenting strategies	85%
Percentage of Proud Parent Program participants who increase knowledge of stress and anger management strategies	85%
Percentage of Proud Parent Program participants who increase knowledge of stages of early childhood development	85%
Percentage of Proud Parent Program participants who increase education and career development awareness	85%

FISCAL IMPACT:

In order to secure the federal funding, the County is required to provide \$13,745 in matching funds and ensure funds received shall not be used to supplant current expenditures. These funds are Net County Cost and have been included in the FY 2012-13 Adopted Budget.

RESOLUTION NO. _____

BOARD OF SUPERVISORS, COUNTY OF SAN MATEO, STATE OF CALIFORNIA

* * * * *

RESOLUTION AUTHORIZING THE ACTING CHIEF PROBATION OFFICER OR HIS DESIGNEE TO: A) APPLY FOR AND ACCEPT FEDERAL FUNDS AVAILABLE FOR FY 2012-13 IN THE AMOUNT OF \$137,053 THROUGH THE PROUD PARENTING ADMINISTERED BY THE BOARD OF STATE AND COMMUNITY CORRECTIONS (BSCC); B) PROVIDE MATCHING FUND REQUIRED FOR THIS GRANT IN THE AMOUNT OF \$13,745; AND C) SUBMIT AND ACCEPT FY 2012-13 PROUD PARENTING PROGRAM APPLICATIONS WHEN FUNDS ARE APPROPRIATED TO BSCC WITH COUNTY MATCHING FUND REQUIREMENT NOT TO EXCEED \$14,000 ANNUALLY

RESOLVED, by the Board of Supervisors of the County of San Mateo, State of California, that

WHEREAS, the Probation Department desires to receive and utilize federal grant funds through the Proud Parenting Program administered by the Board of State and Community Corrections (BSCC); and

WHEREAS, the Acting Chief Probation Officer or Chief's designee submitted Proud Parenting Program application for FY 2012-13 in the amount of \$137,053 administered by BSCC due March 1, 2012 in order to meet application deadlines; and

WHEREAS, the Department is able to provide the matching fund in the amount of \$13,745 required for this grant; and

WHEREAS, this Board has been presented with the form of a Resolution and has examined and approved it as to both form and content and desires to enter into said Resolution.

NOW THEREFORE, IT IS HEREBY DETERMINED AND ORDERED that the Acting Chief Probation Officer or his designee are hereby authorized to:

A) Apply for and accept a \$137,053 for the Proud Parenting Program administered by the BSCC funding and sign the grant agreement with BSCC including any amendments thereto on behalf of the County of San Mateo; and

B) Submit and accept FY 2012-13 Proud Parenting Program applications when funds are appropriated to BSCC with County matching fund requirement not to exceed \$14,000 annually; and

C) Provide all matching funds required for said project, and abide by the statutes and regulations governing the Proud Parenting Program as well as the terms and conditions of the grant agreement as set forth by BSCC; and

D) Certify that grant funds received hereunder shall not be used to supplant expenditures controlled by this body.

* * * * *



COUNTY OF SAN MATEO
Inter-Departmental Correspondence
Public Works and Parks



Date: December 6, 2012
Board Meeting Date: January 15, 2013
Special Notice / Hearing: None
Vote Required: Majority

To: Honorable Board of Supervisors

From: James C. Porter, Director of Public Works and Parks

Subject: Memorandum of Understanding for Regional Renewable Energy Project

RECOMMENDATION:

Adopt a Resolution approving a Memorandum of Understanding by and among California public agencies including the County of San Mateo for Regional Renewable Energy Procurement from effective date to June 30, 2015.

BACKGROUND:

The County of San Mateo is a participant in the Regional Renewable Energy Project (R-REP), an initiative for collaborative procurement to purchase renewable energy systems for public agencies throughout Alameda, Contra Costa, and Santa Clara and San Mateo Counties. Participating agencies include the California Department of Transportation, California Highway Patrol, Castro Valley Sanitary District, Central Contra Costa Sanitary District, the cities of Berkeley, Emeryville, Fremont, Martinez, Menlo Park, Mountain View, Oakland, Redwood City, Richmond, and Walnut Creek; the counties of Alameda, Contra Costa, San Mateo and Santa Clara; the Delta Diablo Sanitation District and the Hayward Area Recreation and Park District. The County of Alameda is the Lead Agency for the project in partnership with two local nonprofit organizations, Joint Venture Silicon Valley and the Contra Costa Economic Partnership.

DISCUSSION:

The use of a collaborative procurement process for renewable energy provides participating agencies enhanced leverage in the negotiations for renewable energy systems that significantly reduce cost and time outlays. Our County will potentially benefit from the installation of renewable energy systems by reducing utility costs and meeting our targets for renewable energy and reduced greenhouse gas emissions.

Included in the R-REP are four proposed County sites identified as feasible for solar photovoltaic projects: the parking lot at the San Mateo Medical Center, County offices at University Avenue in East Palo Alto, the Elections office building at 40 Tower Road in

San Mateo, and the hangars at the San Carlos Airport. Upon completion of the feasibility studies by the participating agencies, a technical/financial consultant retained by the County of Alameda will assist in the design of the procurement process and provide support during the solicitation process, proposal evaluation and contract negotiations. Vendors will be selected through a competitive bid process in accordance with the Public Contracting Code. Once vendors are selected, the discretion to proceed with the development of a project at each of the sites considered under the R-REP is retained by the participating agencies.

Each agency participating in the R-REP is required to sign a Memorandum of Understanding (MOU) with the County of Alameda and the other participating agencies. The MOU defines the roles and responsibilities of participating agencies and is intended to provide stability to the project during the solicitation process. Participating agencies are not to withdraw sites for the period thirty days prior to the solicitation issuance until vendors have been selected. This withdrawal provision is included to reduce the risk of changes that could impact bid pricing and vendor cost models, and the risk of price increases to the other agencies participating in the project. The solicitation will include “bundles,” inclusive of sites across agencies. The intention of bundling sites is to achieve economies of scale and sufficiently reduce vendors’ transaction costs to receive the best pricing possible.

Participating agencies drafted, reviewed and finalized the MOU language.

County Counsel has reviewed and approved the Resolution and Agreement as to form.

Approval of this action contributes to the Shared Vision 2025 outcome of an Environmentally Conscious Community through the production of clean, renewable energy.

FISCAL IMPACT:

There are no fiscal impacts associated with approval of the R-REP MOU nor are there penalties, financial or otherwise, associated with termination of participation in the MOU by the County of San Mateo. Agencies may terminate their participation in the MOU at any time up to thirty (30) days prior to the issuance of the solicitation, or at any time after a vendor is selected. Once that process is completed, and the decision made to purchase power from selected vendors, contracts developed by the County with input from participating agencies in the MOU would come back to your Board for approval.

RESOLUTION NO. _____

BOARD OF SUPERVISORS, COUNTY OF SAN MATEO, STATE OF CALIFORNIA

* * * * *

RESOLUTION APPROVING A MEMORANDUM OF UNDERSTANDING BY AND AMONG CALIFORNIA PUBLIC AGENCIES INCLUDING THE COUNTY OF SAN MATEO FOR REGIONAL RENEWABLE ENERGY PROCUREMENT FROM EFFECTIVE DATE TO JUNE 30, 2015

RESOLVED, by the Board of Supervisors of the County of San Mateo, State of California, that

WHEREAS, the County of San Mateo has identified the installation of solar power systems on County owned facilities as a key measure in the County's Strategic Energy Master Plan and San Mateo County Energy Strategy; and

WHEREAS, the County of San Mateo wishes to take advantage of potential efficiencies when such purchases are made in large volumes; and

WHEREAS, the Regional Renewable Energy Procurement Project (R-REP) will allow large volume purchases of renewable energy or renewable energy generation equipment to be made through a regional, multi-jurisdiction purchasing arrangement whereby project sites are aggregated into groups on the basis of the type of technology and geographic location, various risk and other financing related factors; and

WHEREAS, the County of San Mateo acknowledges that the transaction costs associated with purchasing renewable energy can be reduced when all the participating agencies agree to the same terms and conditions incorporated within standardized

template documents; and

WHEREAS, an agency must enter into a Memorandum of Agreement with Alameda County in order to participate in the process; and

WHEREAS, the County of San Mateo desires that Alameda County, by and through its General Services Agency, shall be the Lead Agency for issuing a solicitation to purchase renewable energy; and

WHEREAS, the Director of Public Works and Parks has recommended the County of San Mateo enter into a Memorandum of Understanding for Regional Renewable Energy Procurement; and

WHEREAS, this Board has considered the recommendation of the Director of Public Works and Parks.

NOW THEREFORE, IT IS HEREBY DETERMINED AND ORDERED that the Board of Supervisors approves entry by the County of San Mateo into said Memorandum of Understanding for Regional Renewable Energy Procurement on behalf of the County of San Mateo and authorizes the President of the Board of Supervisors to execute said Memorandum for and on behalf of the County of San Mateo, and the Clerk of this Board shall attest the President's signature thereto.

* * * * *

WHEREAS, the Parties desire that Alameda County, by and through its General Services Agency, shall be the lead Party for issuing a solicitation to purchase renewable energy (the “Solicitation”);

WHEREAS, the Parties acknowledge that the transaction costs associated with purchasing renewable energy can be reduced when the Parties agree to the same terms and conditions incorporated within standardized template documents; and

WHEREAS, at the completion of the Solicitation process, subject to the approval of their respective Board, Council or applicable governing body, the Parties may enter into power purchase, financing, real estate and/or other agreements with selected vendors (“Vendors”) substantially in the forms of the Template Documents to be prepared pursuant to Sections 1.A and 1.B of this MOU.

NOW THEREFORE, in consideration of their mutual promises and agreements, and subject to the terms, conditions and provisions hereinafter set forth, the Parties agree as follows:

SECTION 1. ROLE AND RESPONSIBILITIES OF ALAMEDA COUNTY

- A. Alameda County shall (i) prepare and issue the Solicitation, and be the lead jurisdiction and point of contact for the bidders, (ii) create templates of transaction documents, which may include, without limitation, a direct acquisition agreement, Qualified Energy Conservation Bond documentation, a form of power purchase agreement and a form of lease (the “Template Documents”), and (iii) timely coordinate and communicate with Parties, as necessary throughout the procurement process through recommendation for award and negotiations with the bidders.

- B. Alameda County will consult with the Parties with respect to the content of the Solicitation and the terms and conditions contained within Template Documents, provided, however, that any comments or concerns must be communicated to Alameda County within the allotted timeframe as provided by Alameda County, with such timeframe to afford a reasonable opportunity to respond.

- C. The Parties agree that Alameda County shall be the single point of contact for Vendors and necessary third parties throughout the Solicitation process, in order to avoid the potential for confusion. Alameda County agrees to provide the Parties with all relevant information in a timely manner.

- D. In addition to participating as the lead jurisdiction under this MOU, Alameda County is also a participant in the R-REP and has identified locations for renewable energy in Alameda County. As such, Alameda County is conducting site surveys and will list potential sites within the R-REP solicitation document.

- E. Any Party may separately pursue its own solicitation of renewable energy and/or related facilities.

SECTION 2. ROLES AND RESPONSIBILITIES OF THE PARTICIPATING JURISDICTIONS

- A. Each Party has undertaken its own due diligence prior to entering into this MOU to determine the feasibility of solar, fuel cell or other feasible technology to be located at project sites.

- B. Each Party is responsible for meeting its individual legal, procedural and other requirements for the procurement of renewable energy.

- C. Parties are responsible for promptly providing site surveys, if available, of their proposed real property sites that may accommodate renewable energy installations, and each such site survey shall be prepared by a licensed engineer in a uniform, industry standard format. Each Party acknowledges that to the extent it does not undertake a site survey for a particular site, such site (i) may not be considered for inclusion in the R-REP solicitation, or (ii) may be aggregated by Alameda County with other such sites into a higher risk group, and that pricing for such a group may be less favorable.

- D. Upon conclusion of the Solicitation process, the Parties may, subject to the approval of their respective Board, Council or applicable governing entity, enter into binding agreements, substantially in the form of the Template Documents, with the selected Vendors, provided that each Party determines, to its satisfaction, that the Vendors are responsible, and comply with the Party's terms, conditions and requirements. The Parties may also negotiate with Vendors in order to conform the Template Documents with requirements of law, regulation and policy. Alameda County shall not be responsible for reference checks, performance, or for compliance with any agreement, regulations, laws or policies, except as to this MOU and any contracts between Alameda County and Vendor(s). Parties are not required to contract with any Vendor.
- E. Parties agree to participate in the Solicitation under the lead role of Alameda County and agree to work cooperatively and promptly with Alameda County throughout the Solicitation process. The Parties agree that time is of the essence; and failure of a Party to provide the required information in the requested format and within the reasonable deadlines established by Alameda County may result in termination of that Party's participation in the Solicitation.

SECTION 3. TERM OF MOU.

The term of this MOU shall commence on the Effective Date and shall expire on June 30, 2015.

SECTION 4. GOVERNING LAW AND VENUE.

The law governing this MOU shall be that of the State of California. In the event that suit shall be brought by any Party to this MOU, the Parties agree that venue shall be exclusively vested in the State's courts of the County of Alameda or if federal jurisdiction is appropriate, exclusively in the United States District Court, Northern District of California, Oakland, California.

SECTION 5. WARRANTY DISCLAIMER; LIABILITY; WAIVER.

- A. No warranty, express or implied, is provided by any Party as to results or success of the Solicitation, this MOU, or any agreements ultimately entered into by the Parties. Each

Party acknowledges that the others have not made, and are not making, any assurances, guaranties or promises with respect to the subject matter of this MOU and that each Party is ultimately responsible for conducting its own due diligence with respect to feasibility, pricing, technology, third parties and all other matters in any way related to the subject matter of this MOU.

- B. In no event shall any Party, nor its officers, agents, employers, or representatives be liable for any direct, indirect, incidental, special, exemplary, or consequential damages (including, but not limited to, procurement of substitute goods or services, loss of use, data, or profits, or business interruption) however caused and on any theory of liability, whether in contract, strict liability, or tort (including negligence or otherwise) arising in any way, directly or indirectly, from this MOU, participation in the Solicitation, or any agreement(s) between a Party and any third party, even if advised of the possibility of such damage.
- C. Each Party is responsible for negotiation, execution, administration and enforcement of any contract with a Vendor or third party related to the subject matter of this MOU, and the agreements ultimately entered into by each Party shall not be cross-defaulted or cross-collateralized in any respect with the agreements entered into by any other Party to this MOU.
- D. No waiver by any Party to this MOU of any breach or violation of any term or condition of this MOU shall be deemed to be a waiver of any other term or condition contained herein or a waiver of any subsequent breach or violation of the same or any other term or condition.

SECTION 6. NOTICES.

Notices shall be deemed effective on the date delivered if delivered by personal service or nationally recognized overnight delivery service, or, if mailed, three (3) days after deposit in the U.S. Postal Service mail. All notices and other communications required or permitted to be given under this MOU shall be in writing and shall be personally served, delivered by overnight service, or by mail, first class, certified or registered postage prepaid and return receipt requested, addressed to the respective Parties as follows:

To: County of Alameda, GSA
1401 Lakeside Drive, 10th Floor
Oakland, CA 94612
Attn: Caroline Judy

To: Castro Valley Sanitary District
21040 Marshall Street
Castro Valley, CA 94546-6021
Attn: William Parker

To: California Department of Transportation
1120 N St. MS-57
Sacramento, CA 95814
Attn: Jeanne Scherer

To: Central Contra Costa Sanitary District
5019 Imhoff Place
Martinez, CA 94553
Attn: Melody LaBella

To: California Highway Patrol
601 North 7th Street
P.O. Box 942898
Sacramento, CA 95811
Attn: Alyson Cooney

To: City of Berkeley
2180 Milvia Street, 2nd Floor
Berkeley, CA 94704
Attn: Billi Romain

To: City of Emeryville
1333 Park Avenue
Emeryville, CA 94608
Attn: Peter Schultze-Allen

To: City of Fremont
39550 Liberty St.
P.O. Box 5006
Fremont, CA 94538
Attn: Amy Rakley

To: City of Martinez
525 Henrietta Street
Martinez, CA 94553
Attn: Mike Chandler

To: City of Menlo Park
701 Laurel Street
Menlo Park, CA 94025
Attn: Rebecca Fotu

To: City of Mountain View
500 Castro Street
P.O. Box 7540
Mountain View, CA 94039-7540
Attn: Steve Attinger

To: City of Oakland
250 Frank H. Ogawa Plaza, Suite 5301
Oakland, CA 94612
Attn: Scott Wentworth

To: City of Redwood City
1017 Middlefield Road
Redwood City, CA 94063
Attn: Vicki Sherman

To: City of Richmond
450 Civic Center Plaza
Richmond, CA 94804
Attn: Adam Lenz

To: City of Walnut Creek
1666 North Main Street
Walnut Creek, CA 94596
Attn: Gwen Ho-Sing-Loy

To: Contra Costa County
Public Works Department
2467 Waterbird Way
Martinez, CA 94553
Attn: Andy Green

To: County of San Mateo
555 County Center, 5th Floor
Redwood City, CA 94063
Attn: Andy Jain

To: County of Santa Clara
2310 N. First Street, 2nd Floor, Suite 200
San Jose, CA 9513
Attn: Lin Ortega

To: Delta Diablo Sanitation Dist.
2500 Pittsburg-Antioch Highway
Antioch, CA 94509
Attn: Dean Eckerson

To: Hayward Area Recreation and Park District
1099 E Street
Hayward, CA 94541
Attn: Larry Lepore

SECTION 7. MISCELLANEOUS PROVISIONS.

- A. If any term, condition or covenant of this MOU is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions of this MOU shall be valid and binding on the Parties.
- B. This MOU may be executed in counterparts and will be binding as executed.
- C. All changes or extensions to this MOU shall be in writing in the form of an amendment executed by all Parties.
- D. This MOU is entered into only for the benefit of the Parties executing this MOU and not for the benefit of any other individual, entity, or person.

SECTION 8. WITHDRAWAL.

- A. No Party may withdraw from this MOU during the period from 30 days before the issuance of the Solicitation and the date that Vendor(s) have been selected. The date of the Solicitation will be pursuant to the schedule developed by Alameda County in collaboration with the Parties for such Solicitation.

B. Withdrawal by any Party from this MOU shall not preclude the remaining Parties from continuing the Solicitation contemplated under this MOU and from using the Template Documents created by any Party to this MOU, unless otherwise prohibited by law.

C. Notice of withdrawal must be provided in writing to Alameda County GSA.

SECTION 9. INDEMNIFICATION

In lieu of and notwithstanding the pro rata risk allocation that might otherwise be imposed on the Parties pursuant to Government Code Section 895.6, the Parties agree that all losses or liabilities incurred by a Party that are in any way related to this MOU shall not be shared pro rata but, instead, the Parties agree that, pursuant to Government Code Section 895.4, each of the Parties hereto shall fully indemnify and hold each of the other Parties, their officers, board members, employees, and agents, harmless from any claim, expense or cost, damage or liability occurring by reason of the negligent acts or omissions or willful misconduct of the indemnifying Party, its officers, employees, or agents, under or in connection with or arising out of any work, authority, or jurisdiction delegated to such Party under this MOU. No Party, nor any officer, board member, or agent thereof shall be responsible for any damage or liability occurring by reason of the negligent acts or omissions or willful misconduct of another Party hereto, its officers, board members, employees, or agents, under or in connection with or arising out of any work authority or jurisdiction delegated to such other Party under this MOU.

SECTION 10. NON-DISCRIMINATION

The Parties shall comply with all applicable Federal, State, and local laws, regulations and policies concerning nondiscrimination and equal opportunity in contracting. Such laws include but are not limited to the following: Title VII of the Civil Rights Act of 1964 as amended; Americans with Disabilities Act of 1990; The Rehabilitation Act of 1973 (Sections 503 and 504); California Fair Employment and Housing Act (Government Code sections 12900 et seq.); and California Labor Code sections 1101 and 1102. Parties shall not discriminate against any subcontractor, employee, or applicant for employment because of age, race, color, national origin, ancestry, religion, sex/gender, sexual orientation, mental disability, physical disability, medical condition, political beliefs, organizational affiliations, or marital status in the

recruitment, selection for training including apprenticeship, hiring, employment, utilization, promotion, layoff, rates of pay or other forms of compensation. Nor shall Parties discriminate in performing its obligations under this MOU because of age, race, color, national origin, ancestry, religion, sex/gender, sexual orientation, mental disability, physical disability, medical condition, political beliefs, organizational affiliations, or marital status.

IN WITNESS WHEREOF, the Parties have executed this MOU as of the Effective Date

County of Alameda

AYES:

NOES:

EXCUSED:

PRESIDENT, BOARD OF SUPERVISORS

ATTEST:

APPROVED AS TO FORM:

By _____

By _____

CASTRO VALLEY SANITARY DISTRICT

By: _____

ATTEST:

By _____

APPROVED AS TO FORM:

By _____

CALIFORNIA DEPARTMENT OF TRANSPORTATION

By: _____

ATTEST:

By _____

APPROVED AS TO FORM:

By _____

CENTRAL CONTRA COSTA SANITARY DISTRICT

By: _____

ATTEST:

By _____

APPROVED AS TO FORM:

By _____

CITY OF BERKELEY

By: _____

ATTEST:

By _____

APPROVED AS TO FORM:

By _____

CITY OF EMERYVILLE

By: _____

ATTEST:

By _____

APPROVED AS TO FORM:

By _____

CITY OF FREMONT

By: _____

ATTEST:

By _____

APPROVED AS TO FORM:

By _____

CITY OF MARTINEZ

By: _____

ATTEST:

By _____

APPROVED AS TO FORM:

By _____

CITY OF MENLO PARK

By: _____

ATTEST:

By _____

APPROVED AS TO FORM:

By _____

CITY OF MOUNTAIN VIEW

By: _____

ATTEST:

By _____

APPROVED AS TO FORM:

By _____

CITY OF OAKLAND

By: _____

ATTEST:

By _____

APPROVED AS TO FORM:

By _____

CITY OF REDWOOD CITY

By: _____

ATTEST:

By _____

APPROVED AS TO FORM:

By _____

CITY OF RICHMOND

By: _____

ATTEST:

By _____

APPROVED AS TO FORM:

By _____

CITY OF WALNUT CREEK

By: _____

ATTEST:

By _____

APPROVED AS TO FORM:

By _____

CONTRA COSTA COUNTY

By: _____

ATTEST:

By _____

APPROVED AS TO FORM:

By _____

COUNTY OF SAN MATEO

By: _____
President, Board of Supervisors

ATTEST:

By: _____

APPROVED AS TO FORM:

By: _____

COUNTY OF SANTA CLARA

By: _____

ATTEST:

By _____

APPROVED AS TO FORM:

By _____

DELTA DIABLO SANITATION DISTRICT

By: _____

ATTEST:

By _____

APPROVED AS TO FORM:

By _____

HAYWARD AREA RECREATION AND PARK DISTRICT

By: _____

ATTEST:

By _____

APPROVED AS TO FORM:

By _____



COUNTY OF SAN MATEO
Inter-Departmental Correspondence
Sheriff's Office



Date: December 4, 2012

Board Meeting Date: January 15, 2013

Special Notice / Hearing: None

Vote Required: Majority

To: Honorable Board of Supervisors

From: Sheriff Greg Munks

Subject: Agreement with Tetra Tech, Inc.

RECOMMENDATION:

Adopt a Resolution authorizing an agreement with Tetra Tech Inc. for project management services for the term of January 2, 2013 through October 31, 2013, in an amount not to exceed \$122,946.

BACKGROUND:

In May 2012, the Office of Emergency Services was awarded grant funding from the San Francisco Bay Area Urban Area Security Initiative (UASI) for a West Bay Planner to provide project management for all Urban Area Security Initiative funded San Mateo Operational Area projects and to represent the West Bay Hub at all UASI related meetings, training, and functions. The planner will also be responsible for the customization and integration of UASI funded catastrophic plans into the San Mateo County Emergency Operations Plan with input from emergency managers of both the County and municipal agencies represented by the Emergency Services Joint Powers Authority. This is in alignment with Contra Costa, Santa Clara, and Sonoma counties which also have a planner representing their hubs at meetings, trainings and exercises related to the Bay Area UASI.

DISCUSSION:

In August 2012, the Sheriff's Office of Emergency Services issued a Request for Proposal (RFP) for the planning position. The RFP was posted on the Sheriff's Office website and sent to potential responders. Representatives from both the Sheriff's Office and Office of Emergency Services participated on the selection panel that reviewed the qualifications of three individuals or firm(s) that submitted proposals. The selection panel determined that Tetra Tech Inc. was the most qualified and recommended that the company be selected to provide the planner for the West Bay.

Through the agreement, Tetra Tech Inc. will: 1) customize and integrate UASI funded catastrophic plans into the San Mateo County Emergency Operations Plan; 2) provide staff support, on behalf of San Mateo County, for regional training and exercises; 3) provide briefings to the West Bay participants on Homeland Security Strategic Planning processes and overall status updates on projects specific to the Operational Area and region; and 4) review and analyze existing data within the Digital Sandbox Risk Analysis Tool as it pertains to San Mateo County and the West Bay Hub in support of the funding priorities for Homeland Security grants.

It is being requested that your Board authorize the Sheriff or Sheriff's designee to execute contract amendments which modify the County's maximum fiscal obligation by no more than \$25,000 (aggregate), and/or modify the contract term and/or services so long as the modified term or services is/are within the current or revised fiscal provisions.

County Counsel has reviewed and approved the agreement and Resolution as to form. The Contractor meets insurance certification requirements.

Approval of this agreement contributes to the Shared Vision 2025 outcome of a Collaborative Community by representing both the County and cities in the UASI grant process and incorporating updates to emergency plans for both the County and cities represented by the Emergency Service's Joint Powers Authority.

PERFORMANCE MEASURES:

Measures	FY 2012-13 Actual	FY 2013-14 Projected
Number of incidents responded to by OES Staff	44	50
Percent of emergency incidents responded to within one hour	100%	100%

FISCAL IMPACT:

The term of the agreement commences January 2, 2013 through October 31, 2013 and is for an amount not to exceed \$122,946. The agreement is fully funded through the FY 2011 UASI grant. The funding for this agreement has been included in the Sheriff's Office FY 2012-13 Adopted Budget.

RESOLUTION NO. _____

BOARD OF SUPERVISORS, COUNTY OF SAN MATEO, STATE OF CALIFORNIA

* * * * *

RESOLUTION AUTHORIZING AN AGREEMENT WITH TETRA TECH INC. FOR PROJECT MANAGEMENT SERVICES FOR THE TERM OF JANUARY 2, 2013, THROUGH OCTOBER 31, 2013, IN AN AMOUNT NOT TO EXCEED \$122,946

RESOLVED, by the Board of Supervisors of the County of San Mateo, State of California, that

WHEREAS, in May 2012, the Office of Emergency Services was awarded grant funding from the Bay Area Urban Area Security Initiative (UASI) for a West Bay Planner position; and

WHEREAS, in August 2012, the Sheriff's Office of Emergency Services issued a Request for Proposal (RFP) for a planning position; and

WHEREAS, a selection panel comprised of members of the Sheriff's Office and the Office of Emergency Services reviewed and carefully evaluated the qualifications of three individuals or firm(s) that submitted proposals; and

WHEREAS, said selection panel determined that Tetra Tech Inc. was the most qualified and recommend that the company be selected to provide the planner for the West Bay Planning position; and

WHEREAS, both parties now wish to enter into an agreement for project management services for the term of January 2, 2013 through October 31, 2013, in an

amount not to exceed \$122,946; and

WHEREAS, this Board has been presented with a form of such agreement, has examined and approved it as to both form and content, and desires to enter into it.

NOW THEREFORE, IT IS HEREBY DETERMINED AND ORDERED that the President of this Board of Supervisors is hereby authorized and directed to execute said agreement for and on behalf of the County of San Mateo, and the Clerk of the Board shall attest the President's signature thereto.

BE IT FURTHER RESOLVED that the Sheriff or Sheriff's designee is authorized to execute contract amendments which modify the County's maximum fiscal obligation by no more than \$25,000 (in aggregate), and/or modify the contract term and/or services so long as the modified term or services is/are within the current or revised fiscal provisions.

* * * * *

AGREEMENT

BETWEEN THE COUNTY OF SAN MATEO AND TETRA TECH, INC.

THIS AGREEMENT, entered into this ____ day of _____, 2013, by and between the COUNTY OF SAN MATEO, hereinafter called "County," and TETRA TECH, INC., hereinafter called "Contractor";

WITNESSETH:

WHEREAS, pursuant to Government Code, Section 31000, County may contract with independent contractors for the furnishing of such services to or for County or any Department thereof;

WHEREAS, it is necessary and desirable that Contractor be retained for the purpose of facilitating Countywide collaboration on Urban Area Security Initiative (UASI) grant funded projects.

NOW, THEREFORE, IT IS HEREBY AGREED BY THE PARTIES HERETO AS FOLLOWS:

1. EXHIBITS AND ATTACHMENTS

The following exhibits and attachments are included hereto and incorporated by reference herein:

- Exhibit A - Services
- Exhibit B - Payments and rates
- Attachment I - §504 Compliance

2. SERVICES TO BE PERFORMED BY CONTRACTOR

In consideration of the payments set forth herein and in Exhibit "B," Contractor shall perform services for County in accordance with the terms, conditions and specifications set forth herein and in Exhibit "A."

3. PAYMENTS

In consideration of the services provided by Contractor in accordance with all terms, conditions and specifications set forth herein and in Exhibit "A," County shall make payment to Contractor based on the rates and in the manner specified in Exhibit "B." The County reserves the right to withhold payment if the County determines that the quantity or quality of the work performed is unacceptable. In no event shall the County's total fiscal obligation under this Agreement exceed **ONE HUNDRED TWENTY-TWO THOUSAND NINE HUNDRED FORTY-SIX DOLLARS AND NO CENTS (\$122,946.00).**

4. TERM AND TERMINATION

Subject to compliance with all terms and conditions, the term of this Agreement shall be from **JANUARY 2, 2013** through **OCTOBER 31, 2013**.

This Agreement may be terminated by Contractor, the Sheriff or Sheriff's designee at any time without a requirement of good cause upon thirty (30) days' written notice to the other party.

In the event of termination, all finished or unfinished documents, data, studies, maps, photographs, reports, and materials (hereafter referred to as materials) prepared by Contractor under this Agreement shall become the property of the County and shall be promptly delivered to the County. Upon termination, the Contractor may make and retain a copy of such materials. Subject to availability of funding, Contractor shall be entitled to receive payment for work/services provided prior to termination of the Agreement. Such payment shall be that portion of the full payment which is determined by comparing the work/services completed to the work/services required by the Agreement.

5. AVAILABILITY OF FUNDS

The County may terminate this Agreement or a portion of the services referenced in the Attachments and Exhibits based upon unavailability of Federal, State, or County funds, by providing written notice to Contractor as soon as is reasonably possible after the County learns of said unavailability of outside funding.

6. RELATIONSHIP OF PARTIES

Contractor agrees and understands that the work/services performed under this Agreement are performed as an independent Contractor and not as an employee of the County and that Contractor acquires none of the rights, privileges, powers, or advantages of County employees.

7. 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, resulting from the performance Contractor of any work required of Contractor or payments made pursuant to this Agreement.

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.

8. ASSIGNABILITY AND SUBCONTRACTING

Contractor shall not assign this Agreement or any portion thereof to a third party or subcontract with a third party to provide services required by contractor under this Agreement without the prior written consent of County. Any such assignment or subcontract without the County's prior written consent shall give County the right to automatically and immediately terminate this Agreement.

9. INSURANCE

The Contractor shall not commence work or be required to commence work under this Agreement unless and until all insurance required under this paragraph has been obtained and such insurance has been approved by Risk Management, and Contractor shall use diligence to obtain such insurance and to obtain such approval. The Contractor shall furnish the County with certificates of insurance evidencing the required coverage, and there shall be a specific contractual liability endorsement extending the Contractor's coverage to include the contractual liability assumed by the Contractor pursuant to this Agreement. These certificates shall specify or be endorsed to provide that thirty (30) days' notice must be given, in writing, to the County of any pending change in the limits of liability or of any cancellation or modification of the policy.

A. Worker's Compensation and Employer's Liability Insurance The Contractor shall have in effect during the entire life of this Agreement Workers' Compensation and Employer's Liability Insurance providing full statutory coverage. In signing this Agreement, the Contractor certifies, as required by Section 1861 of the California Labor Code, that it is aware of the provisions of Section 3700 of the California Labor Code which requires every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions of the Code, and I will comply with such provisions before commencing the performance of the work of this Agreement.

B. Liability Insurance The Contractor shall take out and maintain during the life of this Agreement such Bodily Injury Liability and Property Damage Liability Insurance as shall protect him/her while performing work covered by this Agreement from any and all claims for damages for bodily injury, including accidental death, as well as any and all claims for property damage which may arise from contractors operations under this Agreement, whether such operations be by himself/herself or by any sub-contractor or by anyone directly or indirectly employed by either of them. Such insurance shall be combined single limit bodily injury and property damage for each occurrence and shall be not less than the amount specified below.

Such insurance shall include:

- 1) Comprehensive General Liability \$1,000,000
- 2) Motor Vehicle Liability Insurance \$1,000,000
- 3) Professional Liability \$1,000,000

County and its officers, agents, employees and servants shall be named as additional insured on any such policies of insurance, which shall also contain a provision that the insurance afforded thereby to the County, its officers, agents, employees and servants shall be primary insurance to the full limits of liability of the policy, and that if the County or its officers and employees have other insurance against the loss covered by such a policy, such other insurance shall be excess insurance only.

In the event of the breach of any provision of this section, or in the event any notice is received which indicates any required insurance coverage will be diminished or canceled, the County of San Mateo at its option, may, notwithstanding any other provision of this Agreement to the contrary, immediately declare a material breach of this Agreement and suspend all further work pursuant to this Agreement.

10. COMPLIANCE WITH LAWS; PAYMENT OF PERMITS/LICENSES

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, including, but not limited to, Health Insurance Portability and Accountability Act of 1996 (HIPAA) and all Federal regulations promulgated thereunder, as amended, 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. Further, Contractor certifies that the Contractor and all of its subcontractors will adhere to all applicable provisions of Chapter 4.106 of the San Mateo County Ordinance Code, which regulates the use of disposable food service ware.

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.

11. NON-DISCRIMINATION AND OTHER REQUIREMENTS

- A. *Section 504 applies only to Contractor who are providing services to members of the public.* Contractor shall comply with § 504 of the Rehabilitation Act of 1973, which provides that no otherwise qualified handicapped individual shall, solely by reason of a disability, be excluded from the participation in, be denied the benefits of, or be subjected to discrimination in the performance of this Agreement.
- B. *General non-discrimination.* No person shall, on the grounds of race, color, religion, ancestry, gender, age (over 40), national origin, medical condition (cancer), physical or mental disability, sexual orientation, pregnancy, childbirth or related medical condition, marital status, or political affiliation be denied any benefits or subject to discrimination under this Agreement.
- C. *Equal employment opportunity.* Contractor shall ensure equal employment opportunity based on objective standards of recruitment, classification, selection, promotion, compensation, performance evaluation, and management relations for all employees under this Agreement. Contractor's equal employment policies shall be made available to County of San Mateo upon request.
- D. *Violation of Non-discrimination provisions.* Violation of the non-discrimination provisions of this Agreement shall be considered a breach of this Agreement and subject the Contractor to penalties, to be determined by the County Manager, including but not limited to:
 - i) termination of this Agreement;
 - ii) disqualification of the Contractor from bidding on or being awarded a County contract for a period of up to 3 years;
 - iii) liquidated damages of \$2,500 per violation;

- iv) imposition of other appropriate contractual and civil remedies and sanctions, as determined by the County Manager.

To effectuate the provisions of this section, the County Manager shall have the authority to examine Contractor's employment records with respect to compliance with this paragraph and/or to set off all or any portion of the amount described in this paragraph against amounts due to Contractor under the Contract or any other Contract between Contractor and County.

Contractor shall report to the County Manager the filing by any person in any court of any complaint of discrimination or the filing by any person of any and all charges with the Equal Employment Opportunity Commission, the Fair Employment and Housing Commission or any other entity charged with the investigation of allegations within 30 days of such filing, provided that within such 30 days such entity has not notified Contractor that such charges are dismissed or otherwise unfounded. Such notification shall include the name of the complainant, a copy of such complaint, and a description of the circumstance. Contractor shall provide County with a copy of their response to the Complaint when filed.

- E. *Compliance with Equal Benefits Ordinance.* With respect to the provision of employee benefits, Contractor shall comply with the County Ordinance which prohibits contractors from discriminating in the provision of employee benefits between an employee with a domestic partner and an employee with a spouse.

The Contractor shall comply fully with the non-discrimination requirements required by 41 CFR 60-741.5(a), which is incorporated herein as if fully set forth.

12. COMPLIANCE WITH CONTRACTOR EMPLOYEE JURY SERVICE ORDINANCE

Contractor shall comply with the County Ordinance with respect to provision of jury duty pay to employees and have and adhere to a written policy that provides that its employees shall receive from the Contractor, on an annual basis, no less than five days of regular pay for actual jury service in San Mateo County. The policy may provide that employees deposit any fees received for such jury service with the Contractor or that the Contractor deduct from the employees' regular pay the fees received for jury service.

13. RETENTION OF RECORDS, RIGHT TO MONITOR AND AUDIT

- A. Contractor shall maintain all required records for three (3) years after the County makes final payment and all other pending matters are closed, and shall be subject to the examination and/or audit of the County, a Federal grantor agency, and the State of California.
- B. Reporting and Record Keeping: Contractor shall comply with all program and fiscal reporting requirements set forth by appropriate Federal, State and local agencies, and as required by the County.
- C. Contractor agrees to provide to County, to any Federal or State department having monitoring or review authority, to County's authorized representatives, and/or their appropriate audit agencies upon reasonable notice, access to and the right to examine all records and documents necessary to determine compliance with relevant Federal, State, and local statutes, rules and regulations, and this Agreement, and to evaluate the quality, appropriateness and timeliness of services performed.

14. MERGER CLAUSE

This Agreement, including the Exhibits attached hereto and incorporated herein by reference, constitutes the sole Agreement of the parties hereto and correctly states the rights, duties, and obligations of each party as of this document's date. In the event that any term, condition, provision, requirement or specification set forth in this body of the agreement conflicts with or is inconsistent with any term, condition, provision, requirement or specification in any exhibit and/or attachment to this agreement, the provisions of this body of the agreement shall prevail. Any prior agreement, promises, negotiations, or representations between the parties not expressly stated in this document are not binding. All subsequent modifications shall be in writing and signed by the parties.

15. CONTROLLING LAW AND VENUE

The validity of this Agreement and of its terms or provisions, as well as the rights and duties of the parties hereunder, the interpretation, and performance of this Agreement shall be governed by the laws of the State of California. Any dispute arising out of this Agreement shall be venued either in the San Mateo County Superior Court or the United States District Court for the Northern District of California.

16. NOTICES

Any notice, request, demand, or other communication required or permitted hereunder shall be deemed to be properly given when both (1) transmitted via facsimile to the telephone number listed below and (2) either deposited in the United States mail, postage prepaid, or when deposited for overnight delivery with an established overnight courier that provides a tracking number showing confirmation of receipt for transmittal, charges prepaid, addressed to:

In the case of County, to:

San Mateo County Sheriff's Office
ATTN: Sheriff
400 County Center, 3rd Floor
Redwood City, CA 94063

In the case of Contractor, to:

Tetra Tech Inc.
ATTN: Jason Geneau
1999 Harrison Street, Suite 500
Oakland, CA 94612

In the event that the facsimile transmission is not possible, notice shall be given both by United States mail and an overnight courier as outlined above.

IN WITNESS WHEREOF, the parties hereto, by their duly authorized representatives, have affixed their hands.

COUNTY OF SAN MATEO

*A Political Sub-division of the
State of California*

BY: _____
PRESIDENT, BOARD OF SUPERVISORS

DATE: _____

ATTEST:

BY: _____
CLERK OF SAID BOARD

TETRA TECH INC.

BY: _____

(SIGNATURE)

Andy Mazzeo
(PRINTED NAME)

DATE: _____ 12/5/2012 _____

EXHIBIT A

SERVICES

In consideration of the payments set forth in Exhibit B, Contractor shall provide the following services:

I. SERVICES TO BE PERFORMED BY CONTRACTOR.

- A. As the West Bay Planner within the UASI program structure, provide project management, administrative support and Countywide collaboration on UASI funded projects.
- B. Deliverables.

Task	Frequency	Deliverable
Attend OES Staff meetings (unless otherwise approved by the OES Director) for the duration of the contract agreement.	Weekly staff meetings	Verbal report out on activities and meetings for the week, written reports when applicable.
Represent the West Bay at all Bay Area UASI related meetings, trainings and functions. Meetings to include UASI Advisory Group Meetings, UASI Approval Authority Meetings, RCPT Public Health Advisory Group, Digital Sandbox and other meetings as assigned by the OES Director.	Consistent with the posted UASI Meeting Schedule.	Provide the OES Director with a verbal briefing or written summary report of the meetings within 7 days of the meeting date.
Provide briefings to the West Bay participants, to include overall status update and update on projects specific to the Operational Area and region.	At scheduled meetings and planning sessions pertaining to particular working groups, Approval Authorities, the Emergency Services Council, Coordinators, and County Board of Supervisors.	Verbal presentations at weekly OES Staff meetings verbal presentations accompanied by a written summary report at quarterly Emergency Services Council Meetings, Emergency Coordinators forums, and all applicable County Board of Supervisor Meetings.
Review existing data within the Digital Sandbox Risk Analysis Tool and provide analysis as it pertains to San Mateo County and the West Bay Hub in support of the funding priorities for the homeland security grants.	As directed by the Grant Implementation Guidelines.	Briefing and written reports as necessary to the Director of OES to be used in support of the priorities and allowable projects to be funded by the UASI grant
Facilitate planning sessions for Grant Funded Projects for participants in the UASI West Bay Hub in cooperation with the UASI Management Team and appropriate UASI Working Groups.	As directed by the UASI Grant Implementation Guidelines	Verbal briefing on the Implementation Guidelines and a written summary of the proposed projects along with completed Project Request forms as required by the UASI for consideration.
Customize and integrate UASI funded catastrophic plans into the San Mateo	Monthly meetings with Emergency	Through regular meetings with the Emergency Coordinators and/or

Task	Frequency	Deliverable
County Emergency Operations Plan with input from emergency managers at both the County and municipal agencies represented by the JPA.	Coordinators.	contract personnel a review of the existing EOP and the proposed plan annexes funded through previous UASI initiatives will be adapted and implemented within the County as well as provided to the JPA cities and towns for review and adaptation if desired.
Facilitate the execution of Homeland Security MOUs, modifications and reimbursement requests within the West Bay jurisdictions and the fiscal agent of the UASI Program.	MOUs will be processed within 90 days of receipt from the fiscal agent. Modifications and reimbursements will be processed on a quarterly basis or as directed by the grant authority.	Executed provisions of MOUs in accordance with Federal, State, and UASI guidelines.
Coordinate and facilitate the delivery of projects receiving UASI funds in the West Bay as detailed in the 2010, 2011, and 2012 agreements between the City and County of San Francisco and the County of San Mateo.	Meeting no less than quarterly with all project fund recipients within the San Mateo County/West Bay Hub Authority.	Provide quarterly written report to OES Director and UASI Authority on project status.
Provide staff support on behalf of San Mateo County to regional training and exercises funded through the Bay Area UASI and Regional Catastrophic Planning Grant Program (RCPGP) as requested.	Regular training and exercises as scheduled by the UASI Training and Exercise Program Team	Encourage San Mateo County and JPA cities and towns participation in training and exercise opportunities provided with UASI and RCPGP funding. Provide monthly updates after the training workgroup meetings.

EXHIBIT B

PAYMENTS & RATES

In consideration of the services set forth in Exhibit A, Contractor shall County according to the following payments and rates:

I. RATE OF PAYMENT.

- A. County agrees to pay Contractor at **\$79.32 / HOUR**.
- B. Billable hours will not exceed 1,550 during the term of this contract.
- C. Reimbursement for travel expenses are not allowed unless pre-approval is obtained by the Sheriff or Sheriff's designee.

II. METHOD OF PAYMENT.

- A. Contractor shall prepare and submit a **monthly invoice** for payment of services rendered in accordance with the policies and procedures established by the County's Controller's Office.
- B. County shall pay Contractor, upon receipt of an invoice and County's acceptance of services rendered. Each invoice submitted must include the following information, at a minimum:
 - 1. Agreement Number
 - 2. Time period covered
 - 3. Detailed statement of services/work completed for the invoiced period
 - 4. Contract amount expended to-date (*Example: \$7,932/100 hours expended, including this invoice*)
 - 5. Remaining contract balance (*Example: Contract balance - \$115,014/1,450 hours*)
- C. In any event, the total payment for services of Contractor shall **not exceed \$122,946**. County shall have the right to withhold payment if County determines that the quality or quantity of work performed is unacceptable. Payments shall be made within 30 days from the date of the applicable undisputed invoice.

ATTACHMENT I

Assurance of Compliance with Section 504 of the Rehabilitation Act of 1973, as Amended

The undersigned (hereinafter called the "Contractor(s)") hereby agrees that it will comply with Section 504 of the Rehabilitation Act of 1973, as amended, all requirements imposed by the applicable DHHS regulation, and all guidelines and interpretations issued pursuant thereto.

The Contractor(s) gives/give this assurance in consideration of for the purpose of obtaining contracts after the date of this assurance. The Contractor(s) recognizes/recognize and agrees/agree that contracts will be extended in reliance on the representations and agreements made in this assurance. This assurance is binding on the Contractor(s), its successors, transferees, and assignees, and the person or persons whose signatures appear below are authorized to sign this assurance on behalf of the Contractor(s).

The Contractor(s): (Check a or b)

- a. Employs fewer than 15 persons.
- b. Employs 15 or more persons and, pursuant to section 84.7 (a) of the regulation (45 C.F.R. 84.7 (a), has designated the following person(s) to coordinate its efforts to comply with the DHHS regulation.

Andy Mazzeo

Name of 504 Person - Type or Print

Tetra Tech Inc.

Name of Contractor(s) - Type or Print

1999 Harrison Street

Street Address or P.O. Box

Oakland, CA 94612

City, State, Zip Code

I certify that the above information is complete and correct to the best of my knowledge.

Signature

Operations Manager

Title of Authorized Official

12/5/2012

Date

*Exception: DHHS regulations state that:

"If a recipient with fewer than 15 employees finds that, after consultation with a disabled person seeking its services, there is no method of complying with (the facility accessibility regulations) other than making a significant alteration in its existing facilities, the recipient may, as an alternative, refer the handicapped person to other providers of those services that are accessible."

County of San Mateo Contractor's Declaration Form

I. CONTRACTOR INFORMATION			
Contractor Name: Tetra Tech Inc.	Phone: 302.283.2233		
Contact Person: Andy Mazzeo	Fax: 302.454.5980		
Address: 1999 Harrison St.	More than 2 employees:	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
City, State Zip: Oakland, CA 94612			

II. EQUAL BENEFITS *(check one or more boxes)*

Contractors with contracts in excess of \$5,000 must treat spouses and domestic partners equally as to employee benefits.

- Contractor complies with the County's Equal Benefits Ordinance by:
 - offering equal benefits to employees with spouses and employees with domestic partners.
 - offering a cash equivalent payment to eligible employees in lieu of equal benefits.
- Contractor does not comply with the County's Equal Benefits Ordinance.
- Contractor is exempt from this requirement because:
 - Contractor has no employees, does not provide benefits to employees' spouses, or the contract is for \$5,000 or less.
 - Contractor is a party to a collective bargaining agreement that began on ____ (date) and expires on ____ (date), and intends to offer equal benefits when said agreement expires.

III. NON-DISCRIMINATION *(check appropriate box)*


- Finding(s) of discrimination have been issued against Contractor within the past year by the Equal Employment Opportunity Commission, Fair Employment and Housing Commission, or other investigative entity. Please see attached sheet of paper explaining the outcome(s) or remedy for the discrimination.
- No finding of discrimination has been issued in the past year against the Contractor by the Equal Employment Opportunity Commission, Fair Employment and Housing Commission, or any other entity.

IV. EMPLOYEE JURY SERVICE *(check one or more boxes)*

Contractors with original or amended contracts in excess of \$100,000 must have and adhere to a written policy that provides its employees living in San Mateo County up to five days regular pay for actual jury service in the County.

- Contractor complies with the County's Employee Jury Service Ordinance.
- Contractor does not comply with the County's Employee Jury Service Ordinance.
- Contractor is exempt from this requirement because:
 - the contract is for \$100,000 or less.
 - Contractor is a party to a collective bargaining agreement that began on ____ (date) and expires on ____ (date), and intends to comply when the collective bargaining agreement expires.
 - Contractor has no employees.
 - Contractor has no employees who live in San Mateo County.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct, and that I am authorized to bind this entity contractually.



Signature

Andy Mazzeo

Name

12/5/2012

Date

Operations Manager

Title