San Mateo County Board of Supervisors

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

Hall of Justice • 400 County Center • Redwood City • California 94063 • 650-363-4653 • www.smcgov.org

REGULAR MEETING
SAN MATEO COUNTY BOARD OF SUPERVISORS
TUESDAY, JANUARY 29, 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. Presentation of commendations to Elaine Swanson, Elizabeth Swanson and Redeemer Lutheran Church for their efforts on behalf of the Children's Fund (Supervisor Adrienne Tissier)

2. Presentation of resolutions honoring Detectives John Kovach and Andrew Armando upon receiving the Barbara Hammerman Award (Supervisor Don Horsley)

3. Resolution approving STARS Awards recipients and Honorable Mention

   A) Presentation of Resolutions and Commendations honoring STARS Awards recipients

   B) Resolution authorizing a transfer in the amount of $73,500 from Non-Departmental and Health System to various program accounts to appropriate STARS Awards (4/5th vote required)

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.

4. 9:00 a.m.

   FY 2012-13 County Budget Workshop and Mid-Year Update

   1) Resolution directing the County Manager and Chief Information Officer to develop an Open Data policy and reporting process

REGULAR AGENDA

COUNTY MANAGER

5. County Manager's Report:

   A) Accept this report on an analysis of the FY 2013-14 Proposed State Budget

   B) Resolution approving the 2013 Legislative Session Program for San Mateo County

   C) Resolution waiving the Request for Proposals process and authorizing the County Manager to execute an agreement with Political Solutions, LLC for state advocacy services for the term of January 1, 2013 through December 13, 2013, in the amount of $157,500

BOARD OF SUPERVISORS

6. 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.

7. Approve the minutes from the meeting of January 15, 2013

AGRICULTURE\WEIGHTS & MEASURES

8. Resolution authorizing an amendment to the Agreement with the California Department of Food and Agriculture for the Pierce's Disease/Glassy-winged Sharpshooter Control Program for the term of July 1, 2012 through June 30, 2014 in an amount not to exceed $493,598.56

ASSESSOR-COUNTY CLERK-RECORDER

9. Resolution authorizing the Chief Elections Officer to render specified election services for the Coastside Fire Protection District in conjunction with a special election to be held on Tuesday, April 9, 2013

BOARD OF SUPERVISORS

10. Ratification of a resolution honoring Grace Nelson upon her retirement and years of services to the County of San Mateo (Supervisor Adrienne Tissier)

11. Ratification of a resolution honoring Donald E. Newman, M.D. for his 14 years of service as a member of the Peninsula Health Care District's Board of Directors (Supervisor Carole Groom)

12. Recommendation for the reappointment of Tom Davids to the Housing and Community Development Committee, term ending December 31, 2015 (Supervisor Don Horsley)

13. Recommendation for the reappointment of Michael J. Cooney representing Fifth District to the Parks and Recreation Commission, term ending January 31, 2016 (Supervisor Adrienne Tissier)

COUNTY MANAGER

14. Resolution authorizing agreements with the State Board of Equalization for implementation and administration of a Local Transactions and Use Tax

15. Direct the County Manager to continue the joint grant program with the Silicon Valley Community Foundation for food and shelter services and return to a future Board meeting with an Appropriation Transfer Request in an amount matching the Foundation funding for San Mateo County projects for this program

GOVERNING BOARD

16. Acting as the Governing Board of County Service Area No. 7: (Department of Public Works)

A) Introduction of an Ordinance amending Section 4.104.010 of Chapter 4.104 of Title 4, of the San Mateo County Ordinance Code, setting the water rates for FYs 2012-13 through 2014-15 for County Service Area No. 7 and waiver of reading the Ordinance in its entirety; and

B) Adopt a Resolution setting Tuesday, March 26, 2013, at 9:00 a.m., at the regularly scheduled Board meeting, as time and place for a public hearing on the water rates and meter service charges for County Service Area No. 7

HEALTH SYSTEM

17. Resolution authorizing an agreement with the State Department of Mental Health for the purchase of services at State hospitals for FY 2011- 12, in the amount of $920,911

18. Resolution authorizing an amendment to the agreement with the State of California Managed Risk Medical Insurance Board, revising Exhibits A and B of the agreement, extending the term through September 30, 2013, increasing the amount by $771,227 to $3,575,706

19. Resolution authorizing the acceptance of a Base Award Augmentation from the California Department of Public Health, Tuberculosis Control Branch for tuberculosis prevention and control activities for FY 2012-13, in the amount of $18,449

20. Resolution authorizing an agreement with Ravenswood Family Health Center for FY 2012-13, for a maximum collection of revenue in the amount of $204,500

21. Resolution authorizing:

    A) The signing of Certification Statements for California Children's Services and Child Health and Disability Prevention Program; and

    B) The Chief of the Health System or her designee to sign all future Certification Statements for California Children's Services and Child Health and Disability Prevention Programs

22. Resolution authorizing the Controller to continue payments on the Health System Public Health STD/HIV Program Agreements for the term of March 1, 2013 through June 30, 2013

HUMAN RESOURCES

23. Resolution authorizing an agreement with Baysport, Inc. to provide wellness clinic screening services to County and Court employees for the term of January 1, 2013 through December 31, 2013 in an amount not to exceed $125,000

24. Adoption 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, previously introduced on January 15, 2013 and waiver of reading the ordinance in its entirety

HUMAN SERVICES AGENCY

25. Resolution authorizing and agreement with Unity Care Group, Inc. for the Independent Living Skills Program for the term of December 1, 2012 through November 30, 2013, in the amount of $372,000

26. Resolution authorizing a revenue agreement between Shelter Network and the County of San Mateo Vocational Rehabilitation Services Catering Connection to provide healthy dinner meals to families in transitional housing and weekly cooking demonstrations for the term of November 1, 2012 through November 1, 2015, in the amount of $109,728

27. Resolution authorizing an amendment to the agreement with Kate Bristol Consulting for continued consulting services, extending the term through June 30, 2014, increasing the amount by $70,000 to $200,000

PLANNING AND BUILDING

28. Resolution adopting the County of San Mateo's final Regional Housing Needs Allocation, as approved by the San Mateo County RHNA Subregional Policy Advisory Committee

PUBLIC WORKS

29. Resolution authorizing an agreement with the City/County Association of Governments for management and staffing of the San Mateo County Energy Watch for the term of January 1, 2013 through December 31, 2014, in the amount of $600,000

SHERIFF

30. Resolution authorizing an agreement with the City and County of San Francisco for the distribution of FY 2011 Urban Area Security Initiative fund to San Mateo County, in an amount not to exceed $1,810,020

    A) Resolution authorizing a transfer in the amount of $1,810,020 from Unanticipated Revenue to salaries and benefits (4/5ths vote required)

31. Resolution accepting the FY 2012 Grants to Encourage Arrest Policies and Enforcement of Protection Orders Program for the term of October 1, 2012 through September 30, 2014, in the amount of $650,000

TREASURER

32. Resolution waving the Request for Proposals Process and authorizing an agreement with RevQ - a Columbia Ultimate Company to provide bill/invoice printing and mailing of collection notices for the term of March 1, 2013 through February 29, 2016, in an amount not to exceed $750,000

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**

Montara Water and Sanitary District v. County of San Mateo, et al.
San Mateo County Superior Court Case No. 505205

B) **Conference with Legal Counsel - Anticipated Litigation**

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

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/department/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 HONORING AND COMMENDING

Detective Andrew Armando

AS THE

2012 Barbara Hammerman Award Recipient

*** ***

WHEREAS, on this 29th day of January, two thousand and thirteen, DETECTIVE ANDREW ARMANDO is honored for his dedication and exemplary service to victims of domestic violence through his work on the San Mateo County Sheriff's Office Firearms Compliance Unit; and

WHEREAS, DETECTIVE ANDREW ARMANDO has worked on the Firearms Compliance Unit to review over 1,300 restraining orders issued in San Mateo County and seized or facilitated the surrender of 349 firearms in the last two years; and

WHEREAS, DETECTIVE ANDREW ARMANDO and the Firearms Compliance Unit launched a full investigation when other agencies would not. During this investigation, they took the appropriate action to increase the victim's safety, seized numerous illegal firearms including assault rifles, and assisted in the prosecution of a batterer that would not have otherwise been pursued; and

WHEREAS, DETECTIVE ANDREW ARMANDO has gone above and beyond in his role on the Firearms Compliance Unit and has played a vital role in ensuring the safety and wellbeing of individuals throughout San Mateo County while showing compassion for victims.

NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors of San Mateo County recognizes DETECTIVE ANDREW ARMANDO as the 2012 BARBARA HAMMERMAN AWARD RECIPIENT. The Board expresses its gratitude and extends best wishes for many more years of success.

Dated: January 29, 2013

SUPERVISORS:

_____
DON HORSLEY, PRESIDENT

_____
DAVE PINE

_____
CAROLE GROOM

_____
WARREN SLOCUM

_____
ADRIENNE J. TISSIER

Attest: _____
Deputy Clerk of the Board of Supervisors

Resolution

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

Detective John Kovach

AS THE

2012 Barbara Hammerman Award Recipient

* *

WHEREAS, on this 29th day of January, two thousand and thirteen, DETECTIVE JOHN KOVACH is honored for his dedication and exemplary service to victims of domestic violence through his work on the San Mateo County Sheriff's Office Firearms Compliance Unit; and

WHEREAS, DETECTIVE JOHN KOVACH has worked on the Firearms Compliance Unit to review over 1,300 restraining orders issued in San Mateo County and seized or facilitated the surrender of 349 firearms in the last two years; and

WHEREAS, DETECTIVE JOHN KOVACH and the Firearms Compliance Unit launched a full investigation when other agencies would not. During this investigation, they took the appropriate action to increase the victim' s safety, seized numerous illegal firearms including assault rifles, and assisted in the prosecution of a batterer that would not have otherwise been pursued; and

WHEREAS, DETECTIVE JOHN KOVACH has gone above and beyond in his role on the Firearms Compliance Unit and has played a vital role in ensuring the safety and wellbeing of individuals throughout San Mateo County while showing compassion for victims.

NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors of San Mateo County recognizes DETECTIVE JOHN KOVACH as the 2012 BARBARA HAMMERMAN AWARD RECIPIENT. The Board expresses its gratitude and extends best wishes for many more years of success.

Dated: January 29, 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 /
Human Resources Department

Date: January 3, 2013
Board Meeting Date: January 29, 2013
Special Notice / Hearing: None
Vote Required: 4/5ths

To: Honorable Board of Supervisors

From: Reyna Farrales, Deputy County Manager – Administrative Services
Donna Vaillancourt, Human Resources Director

Subject: San Mateo County FY 2011-12 STARS Awards

RECOMMENDATION:

A) Adopt a Resolution approving STARS Awards recipients and Honorable Mention

B) Presentation of Resolutions and Commendations honoring STARS Awards recipients

C) Approve an Appropriation Transfer Request in the amount of $73,500 from Non-Departmental and Health System to various program accounts to appropriate STARS Awards (4/5th vote required)

BACKGROUND:

The San Mateo County STARS Awards, a performance incentives program, was established in 2006 to recognize County programs that demonstrate exceptional service delivery and performance. The program was expanded in 2008 to also recognize sustainability projects and viable employee suggestions that contribute toward improved County operations/services. The program currently includes four award categories: Customer Service, Program Performance, Green and Employee Suggestions.

DISCUSSION:

This year's STARS Awards program was open for a six week period during the summer/early fall of 2012. There were eleven program entries submitted by six departments. The review process included two teams comprised of County representatives evaluating entries based on set criteria. The programs with the highest score in each category have been recommended for a STARS Award. These programs were presented to Executive Council on November 26th.

In addition, to receiving program entries, twenty-two employee suggestions were received via the County's budget ideas site. Each suggestion was reviewed by respective department to determine feasibility and possible implementation.

The following includes a description of this year's STARS Awards nominees:

CUSTOMER SERVICE AWARD

Office of Consumer Family Affairs, Health System/Behavioral Health and Recovery Services ($5,000) - The Office provides support services to Behavioral Health and Recovery Services' (BHRS) clients and family members. This innovative program is staffed with consumers and family members that have experience with the services provided by BHRS. Specifically, the OCFA has successfully increased efficiency by aiming to resolve the grievance process within a 30 day time period, which is far below the State's recommended 60 day timeframe. In fact, the average number of days to resolve grievances has decreased from 36.1 days to 22.9 days over a five year period, reflecting a 37% reduction. The OCFA was recently recognized by the California External Quality Review Organization as a "consumer and family engagement model for other California counties."

Honorable Mention: **Medical/Surgical Patient Experience Improvement** ($3,500)

PROGRAM PERFORMANCE AWARD

Volunteer Forces, Sheriff's Office ($20,000) – The Sheriff's Office Volunteer program has continually contributed over 33,000 hours of service each year in the County, reflecting a minimum savings of $1,000,000 per year (through the hours donated by volunteers). These programs include: Search and Rescue, Mounted Search and Rescue, Bay Area Mountain Rescue, Cliff/Dive/Marine Rescue, Air Squadron, Communications, Reserve Deputy Sheriff's, Volunteers in Policing, and Explorer Post 810 and 830. From volunteering at graduation ceremonies to Millbrae and San Carlos' Art and Wine Festival, the Sheriff's Volunteer Forces assist throughout the County. Over 300 volunteers have contributed to community engagement and reduced crime (due to extra patrols in the community).

Employee Wellness Program, Human Resources Department ($20,000) - The Employee Wellness program recognizes that a healthy, productive workforce is critical to ensuring organizational success. The program offers wellness screenings, online health assessments, onsite and online wellness activities, and cash incentives. Nearly 40% of the County's workforce has participated in wellness screenings, allowing them to become more aware and improve their overall health. Of the individuals that participated in health screenings, 85% indicated satisfaction with the program. Another major initiative during 2012 was the Thrive Across America, a Kaiser sponsored web-based physical activity program – 1,500 employees participated in this team based program that encouraged

them to exercise at least 30 minutes a day for a 10-week period. Overall, 97% of participants indicated that they would enroll in the program again.

Honorable Mentions: **Get Healthy San Mateo County, Health System** ($10,000) and **Pathways Mental Health Court Program, Health System/Probation** ($10,000)

GREEN AWARD

Foodware Ordinance, Health System/Environmental Health ($2,500) – This initiative was established to reduce plastic litter and address concerns related to storing and re-heating food in petroleum-based plastics that release styrene, a suspected carcinogen. By having restaurants switch from Styrofoam to disposable foodware (e.g., containers), consumers, restaurant owners, the general public, and participating jurisdictions have benefited from this project. To-date 11 cities have adopted the County's ordinance and four cities have adopted their own similar ordinances.

Paperless Office Initiative, Agricultural Weights & Measures ($2,500) – This project involved converting paper files into electronic format, which addressed space demands, office supply expenditures, and the cost of labor. Benefits included increased response time to customer inquiries as data is more readily available. Other "green" efforts included printing documents two-sided, utilizing Century Gothic Font (which results in 30% reduction in toner), and streamlining State reporting process through automation.

EMPLOYEE SUGGESTION AWARD

Employee: Garrett Dunwoody, Information Services Department
Suggestion (Recommended for Further Review): Explore the feasibility of implementing an "Innovation Day" to allow employees autonomy to work on self-selected projects that contribute to the organization's success.
Award Amount: $100

In an effort to encourage additional employee suggestions in the upcoming year, it is anticipated that the Employee Suggestion Award program will be refined. The Employee Engagement Committee/Center for Continuous Improvement will review the program in an effort to identify opportunities for enhancement.

The San Mateo STARS Awards Program contributes to Shared Vision 2025 of a Collaborative Community by recognizing County programs and employees that improve County effectiveness and efficiencies.

FISCAL IMPACT:

Appropriations ($100,000) for the STARS Program are included in the FY 2012-13 Adopted Budget. Based on recommendations noted above, the cost of the program this fiscal year totals $73,600 ($60,000 Program Performance, $8,500 Customer Service, $5,000 Green and $100 Employee Suggestions). The program award costs are reflected in the Appropriation Transfer Request (ATR).

RESOLUTION NO. _____

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

* * * * * *

RESOLUTION APPROVING STARS AWARDS RECIPIENTS AND HONORABLE MENTIONS

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

WHEREAS, the Board of Supervisors approved a Performance Incentives Program ("San Mateo County STARS") on December 5, 2006 to recognize and reward County programs that demonstrate outstanding customer service and program performance; and

WHEREAS, in 2008 the Green and Employee Suggestion award categories were added to the STARS Awards Program; and

WHEREAS, eleven (11) program entries and twenty-two suggestions were considered for the FY 2011-12 (7th Annual) STARS Awards; and

WHEREAS, the STARS Review Teams evaluated program entries (for Program Performance, Customer Service and Green award categories) and recommended five (5) STARS Award nominees and three (3) Honorable Mention for approval to the Board of Supervisors;

WHEREAS, the top ranking employee suggestions were reviewed by County departments and the following is recommended for recognition: the top ranking

employee suggestions were reviewed by County departments and following is recommended for recognition: Explore the feasibility of implementing an “Innovation Day” to allow employees autonomy to work on self-selected projects that contribute to the organization’s success (Garrett Dunwoody, Information Services Department);

WHEREAS, the STARS Awards recipients and amounts for the Customer Service, Program Performance, and Green award categories are Office of Consumer Family Affairs, Health System/Behavioral Health and Recovery Services ($5,000); Volunteer Forces, Sheriff’s Office ($20,000); Employee Wellness Program, Human Resources Department ($20,000); Foodware Ordinance, Health System/Environmental Health ($2,500); and Paperless Office Initiative, Agricultural Weights & Measures ($2,500);

WHEREAS, the recommended STARS Honorable Mention recipients are Medical/Surgical Patient Experience Improvement ($3,500); Get Healthy San Mateo County, Health System ($10,000); and Pathways Mental Health Court Program, Health System/Probation ($10,000);

NOW, THEREFORE, IT IS HEREBY DETERMINED AND ORDERED that the Board of Supervisors approve the FY 2011-12 STARS Awards recipients and Honorable Mention.

* * * * * *

COUNTY OF SAN MATEO
APPROPRIATION TRANSFER REQUEST

REQUEST NO. ATR13 012

DEPARTMENT: County Manager's Office/HR

DATE: 1/29/13

1. REQUEST TRANSFER OF APPROPRIATIONS AS LISTED BELOW:

	CODES		AMOUNT	DESCRIPTION
	FUND OR ORG.	ACCOUNT		
From	VARIOUS		$73,500.00	Refer to Attachment
To	VARIOUS		$73,500.00	Refer to Attachment

Justification. (Attach Memo if Necessary)

Transfer appropriations from Non-Departmental to various departments as part of the FY2011-12 STARS Awards Program.

DEPARTMENT HEAD
BY: [signature] DATE 01/15/13

2. ☐ Board Action Required ☐ Four-Fifths Vote Required ☐ Board Action Not Required

Remarks:

COUNTY CONTROLLER
BY: [signature] DATE 01/15/13

3. ☐ Approve as Requested ☐ Approve as Revised ☐ Disapprove

Remarks:

COUNTY MANAGER
BY: [signature] DATE 1-18-13

DO NOT WRITE BELOW THIS LINE — FOR BOARD OF SUPERVISORS' USE ONLY

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

RESOLUTION TRANSFERRING FUNDS

RESOLUTION NO. _____

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

WHEREAS, the Department hereinabove named in the Request for Appropriation, Allotment or Transfer of Funds has requested the transfer of certain funds as described in said Request; and

WHEREAS, the County Controller has approved said Request as to accounting and available balances, and the County Manager has recommended the transfer of funds as set forth hereinabove:

NOW, THEREFORE, IT IS HEREBY ORDERED AND DETERMINED that the recommendations of the County Manager be approved and that the transfer of funds as set forth in said Request be effected.

Regularly passed and adopted this _____ day of _____, 19____.

Ayes and in favor of said resolution:

Supervisors: _____

Noes and against said resolution:

Supervisors: _____

Absent Supervisors: _____

ATTEST:

_____
Clerk of Said Board

_____
CHAIRMAN, BOARD OF SUPERVISORS
COUNTY OF SAN MATEO

DISTRIBUTION:
WHITE — BOARD OF SUPERVISORS
GREEN — CONTROLLER
CANARY — COUNTY MANAGER
PINK — DEPARTMENT
GOLDENROD — TREASURER

C4—1/77

Appropriation Transfer Request (ATR)
STARS Awards Program - January 29, 2013

FROM

Fund	Account	Amount	Description
80110	5927	$ 73,500.00	Program Activity Expense (Non-Departmental)
66121	2731	3,500.00	Operating Transfers In (SMMC Medical/Surgical Patient Experience Improvement, Health System)

TO

30532	5188	$ 20,000.00	Misc Other Expense (Volunteer Forces, Sheriff's Office)-Program Performance Award
17110	5188	20,000.00	Misc Other Expense (Employee Wellness Program/Human Resources) - Program Performance Award
61101	5969	5,000.00	Other Special Dept Expense (Office of Consumer Affairs, Health System) - Customer Service Award
12610	5111	2,500.00	Agricultural Expense (Paperless Office Initiative, Agricultural Weights and Measures) - Green Award
59810	5856	2,500.00	Contract Special Program Services (Foodware Ordinance, Health System) - Green Award
55511	5732	10,000.00	Trainer & Workshop Expense (Get Healthy San Mateo County, Health System) - Honorable Mention/Program Performance
61503	5969	10,000.00	Other Special Dept Expense (Pathways, Health System) - Honorable Mention/Program Performance
80110	7541	3,500.00	Operating Transfers Out (Non-Departmental) - Cover SMMC Award Amount
66121	5721	3,500.00	Meetings & Conference Expense (SMMC Medical/Surgical Patient Experience Improvement, Health System) - Honorable Mention/Customer Service

1/7/13
01/16/13

TA
HEALTH

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

DATE: January 23, 2013
BOARD MEETING DATE: January 29, 2013
SPECIAL NOTICE/HEARING: None
VOTE REQUIRED: Majority

TO: Honorable Board of Supervisors

FROM: John L. Maltbie, County Manager

SUBJECT: FY 2012-13 County Budget Workshop and Mid-Year Update

RECOMMENDATIONS

A. Accept the FY 2012-13 County Budget Update;
B. Review key budget assumptions and provide direction regarding FYs 2013-14 and 2014-15 Budgets;
C. Direct the County Manager to amend the Fund Balance and Reserves Policies beginning in FY 2013-14, to scale back the use of these one-time funds for ongoing General Fund operations, and to achieve a minimum level of savings each year;
D. Approve the revised Board of Supervisors' meeting schedule for calendar year 2013.
E. Accept the proposed Community Impact Measures;
F. Adopt a Resolution directing the County Manager and Chief Information Officer to develop an Open Data Policy and reporting process; and
G. Use Community Impact Measures data to set goals and track progress, prioritize resources, and align performance goals for County programs, staff, and partner organizations.

SUMMARY

Due in large part to the Board's leadership and the fiscal stewardship of our departments and employees, the County's financial condition continues to be strong with signs of improvement as the economy recovers. General Fund reserve levels are being maintained at around 20 percent of budget, which gives us more choices when rainy days come again, and keeps us prepared for unanticipated events and emergencies. San Mateo County continues to hold the distinction of being the only county in the state with AAA ratings from Moody's and Standard and Poor's. These ratings will keep our borrowing costs to a minimum when we issue bonds, as we plan to do in the next several years for the replacement jail and other construction projects. They also tell our residents and employees that we are a well-managed and financially viable county government and employer.

The five-year projections in this report reflect an improving economic landscape. Taken with operating reductions and increased contributions from employees over the last several years, we are projecting a structural deficit in the neighborhood of $20-25 million by FY 2017-18, significantly less than in past years. This does not include Measure A funds which will be allocated by the Board after holding workshops in the next several months. This also does not take into account a number of major budget issues that could negatively affect our finances in the future, including Excess ERAF impact and lawsuits arising from the dissolution of redevelopment agencies, potential shortfalls of future In-Lieu Vehicle License Fee apportionments, growth in Public Safety Realignment costs, Health Care Reform, and the State budget.

BACKGROUND AND DISCUSSION

The Board reviews the current fiscal year budget at mid-year to ensure revenues and expenditures are in accordance with estimates and to provide direction to the County Manager regarding preparation of the next budget.

This County Budget Update includes year-end fund balance estimates and variance analysis for all County funds, identification of major issues affecting the preparation of the upcoming budget, data for local economic indicators, and projections for general purpose revenue and Public Safety Sales Tax (Prop. 172). It also provides a five-year projection of the County's structural budget deficit through FY 2017-18.

In addition, two items are attached to this report for the Board's consideration:

- An update on the County's proposed community impact measures; and
- A revised Board meeting schedule that moves the Recommended Budget hearings to September 23-25 in accordance with the new two-year budget cycle calendar.

FY 2012-13 COUNTY FINANCIAL STATUS

Based on year-end estimates, the County is expected to end the fiscal year with $354.8 million in fund balance, which is $61.7 million less than the prior year. The General Fund is projected to end the year with $237.4 million, which is $43 million less. This is largely due to projected one-time expenditures of $37 million on the Replacement Jail Project and $9 million on major IT initiatives (i.e., ATKS Advance Scheduler, Virtual Desk Top infrastructure, and County IT Strategic Plan projects). The projected year-end balance of $237.4 million represents 21.8 percent of General Fund Net Appropriations, well within the County's 10 percent reserves requirement.

Non-General Fund departments are expected to end the fiscal year with $117.4 million in fund balance, which is $18.7 million less than the prior year, due to anticipated completion of one-time capital construction and improvement projects in Utilities Districts and Roads. The projected year-end balance of $117.4 million represents 22.7 percent of Non-General Fund Net Appropriations.

Two-Year Budget / Alignment of Resources to Community Goals

The County is implementing a two year budget process for upcoming Fiscal Years 2013-14 and 2014-15. This will create more time for departments to focus on service delivery and achievement of goals and priorities, and will save staff time and other resources by making the budget process more efficient. The two-year budget will be

presented to the Board in September 2013, with periodic check-ins through County Manager's Reports. Beginning in 2014, cross-departmental performance review teams will evaluate program outcomes and productivity, and compare program performance to similar organizations (benchmarks). The teams will work closely with supervisors who are responsible for program success and for engaging and coaching their staff to perform meaningful work that aligns with organizational and community goals.

Five Year Revenue and Expenditure Projections

Through the direction of this Board, tremendous work by department administrators and staff, and an improving economic landscape, the County's structural deficit has been significantly reduced over the past two years. The contributions by County employees can not be under-emphasized. Since FY 2008-09 the County has reduced its workforce by 727 authorized positions and held salaries flat for most bargaining units while maintaining critical services and providing outstanding public service. It is these contributions and sacrifices that I believe propelled Measure A to success with the electorate on November 6, 2012. In a few weeks, on February 12, your Board will continue deliberations on how best to utilize the Measure A funds to address a number of needs, including but not limited to, the ongoing deficit; child abuse prevention; emergency services; mental health services; healthcare for low income children, seniors and the disabled; preschool and after school programs; and County parks. To assist the Board in making these critical decisions, it is important to provide a comprehensive look at the County's current structural problem.

Based on our mid-year analysis, the deficit for the current fiscal year is $14 million. Under the current structure, we anticipate that this would grow to approximately $21 million by FY 2017-18. The primary reasons for the increase are the smoothing of remaining losses sustained by the retirement fund in FY 2008-09, which adds 3 percent or approximately $12 million of payroll to the annual retirement contributions, and the new replacement jail coming on line in FY 2015-16, which would add $16.4 million assuming that 320 beds are filled and the County is awarded $80 million in SB1022 jail construction grant funds from the State. The deficit would increase by $6.7 million to approximately $28 million annually should the County be unsuccessful in receiving the grant funds. The following table represents the County's revenue projections for the current year and the five out years.

General Purpose Revenues	FY 2013	FY 2014	FY 2015	FY 2016	FY 2017	FY 2018
Secured Property Tax	2.5%	3.0%	3.0%	3.0%	3.0%	3.0%
Unsecured Property Tax	4.1%	1.0%	1.0%	1.0%	1.0%	1.0%
Excess ERAF (50% Ongoing)	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%
Vehicle Rental Tax (Measure T)	100.0%	33.3%	2.0%	2.0%	2.0%	2.0%
Sales Tax	11.2%	0.6%	1.6%	3.4%	3.7%	3.0%
Property Transfer Tax	2.5%	3.0%	3.0%	3.0%	3.0%	3.0%
Transient Occupancy Tax	2.0%	2.0%	2.0%	2.0%	2.0%	2.0%
Property Tax In-Lieu of VLF	2.5%	3.0%	3.0%	3.0%	3.0%	3.0%
Interest & Investment Income	1.0%	1.0%	1.0%	1.0%	1.0%	1.0%
Other Revenue	1.7%	0.7%	0.7%	0.7%	0.7%	0.7%
Overall Growth	4.3%	2.8%	2.3%	2.4%	2.5%	2.4%
Public Safety Sales Tax	7.0%	3.2%	3.3%	3.8%	4.3%	4.6%
Measure A Sales Tax	100.0%	1100.0%	3.3%	3.8%	4.3%	4.6%

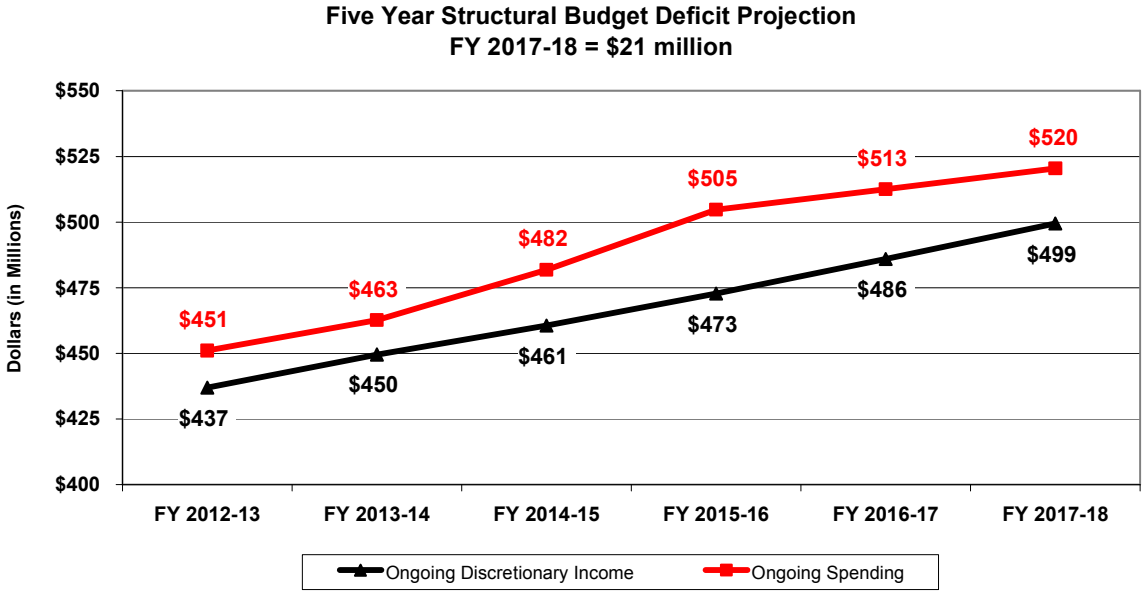
These growth assumptions represent an increase in general purpose revenues of $48.4 million over the next five years. The new Vehicle Rental Tax (Measure T), which took effect July 1, 2012, will generate approximately $7 million on a cash basis in the current fiscal year then increase 33.3 percent to the annualized amount of $9.3 million beginning in FY 2013-14. The County Manager's Office will be working with our sales tax consultant on devising ways to project future revenue growth, which may include SFO airport activity. Sales Tax growth is essentially projected at 3 percent in the out years. The lower increases of 0.6 percent and 1.6 percent in the next two fiscal years are based on the tax consultant's best estimates for the removal of one-time allocations received in FY 2012-13 and fluctuating fuel costs, which have a significant impact on jet fuel sales tax proceeds. In addition, Public Safety Sales Tax (Prop. 172) is projected to grow $14.1 million over the five year period.

The Measure A Half-Cent Sale Tax will take effect April 1, 2013 and the County will receive its first monthly installment in June 2013. The revenue growth should closely mirror that of Prop. 172, which is also based on countywide sales activity. Using the same growth assumptions, we should see Measure A proceeds grow from $63.7 million in FY 2013-14 to $74.5 million in FY 2017-18. The Measure A revenues, which like one-time Excess ERAF are not factored into our deficit projections, should play a large part in our deficit solutions strategy.

Ongoing expenditures are expected to grow $69.4 million over the five year period. This is broken down into five major categories. The first, Salaries and Benefits, is expected to grow $41.4 million largely due to the smoothing of retirement losses and annual increases in health benefits of 9 percent. The second, the replacement jail/re-entry facility, is expected to cost an additional $16.4 million, net of AB109 Public Safety Realignment funding ($5 million) and reduced annual debt service obligations should the County be awarded the SB1022 jail construction grant funds ($6.7 million). The third, Non-Departmental countywide initiatives, which include ongoing contributions towards capital, IT, debt service, the Children's Health Initiative, and ongoing programs such as Care$hares, Flexible Spending and the STARS Awards, are expected to increase $1.1 million. The fourth, contracts with outside providers for critical/mandated

services, is expected to increase $3.6 million. And finally, anticipated deficits in the IHSS and Healthy Kids programs are expected to reach $6.9 million by FY 2017-18.

In summary, over the next five years, expenditures are expected to outpace revenues by $6.9 million, with revenue growth totaling $62.5 million (general purpose revenue growth of $48.4 million plus Prop. 172 growth of $14.1 million) and expenditure growth totaling $69.4 million.



Since FY 1994-95 the County's Fund Balance and Reserves policies have called for General Fund departments to accumulate fund balance and reserves within their budgets. Our County is unique in this regard and these policies served us well, especially during periods of strong economic growth as it incentivized departments to be frugal and seek new and enhanced revenue opportunities to generate additional fund balance, which they could then use for one-time purposes. Unfortunately, as the economy began to slow in 2007 departments started using these funds to cover ongoing operations and revenue shortfalls. The result has been that a significant number of County departments have developed their own structural budget deficits, in excess of $25 million.

I believe now is the time for the Board to consider discontinuing this process and revert back to the more traditional approach of budgeting fund balance and reserves at the General Fund level in Non-Departmental Services. To accomplish this, my staff would work closely with department heads and fiscal officers to determine what each department's Net County Cost would be to maintain current level services. This would result in transferring upwards of $50 million in fund balances from operating departments to Non-Departmental Services and increasing Net County Cost by $25 million, or the amount of the departments' structural deficits. If the Board so chooses, I would further recommend that we implement a minimum savings strategy for each department, which could generate additional fund balance for the General Fund. If successful in achieving the minimum savings requirements, we believe this approach could reduce the deficit in future years. This would also simplify the budget development

and monitoring processes, as it is much more intuitive and less time consuming to calculate and determine progress on a savings target than it is a fund balance target.

Deficit Solutions

Addressing the ongoing deficit will likely be achieved with a combination of ongoing solutions and the use of one-time monies to achieve those savings and to pay down existing long-term liabilities. The following represents some of the initiatives the County is currently working on and others for consideration in achieving structural balance.

Increase amount of Excess ERAF on Ongoing Basis – The deficit projections assume the use of $40 million in Excess ERAF for ongoing purposes. The remaining amounts can be set aside in reserves or used for one-time and short-term purposes specified in the Reserves Policy, or applied towards further reducing the structural deficit. An additional 10 percent is $8 million.

Lease Circle Star Towers – The County is currently working with an outside firm to find tenants for both towers. It is believed that each tower could generate up to $2 million in annual net lease revenue.

Process Improvements, Use of Technology, Standardization and Consolidation – The County continues to seek new service delivery methods that maintain service levels and reduce costs, including the use of new technologies. Excess ERAF and Measure A funds can be used as seed money to fund new initiatives or pay for one-time IT infrastructure and software needs to achieve these goals.

Reopen Camp Kemp – The Human Services Agency is putting together a proposal to expand AB12 programs for approximately 120 non-minor dependents (NMDs) by creating a One-Stop Program at the Camp Kemp site, including the creation of a 20-bed residential Supervised Independent Living Placement (SILP), providing economic self-sufficiency services and creating work opportunities for the NMDs. There also remains the possibility of having an outside provider run the facility as a Group Home for in-county and out-of-county youth. Under either scenario, we should recoup all or a significant amount of the facility's annual debt service of $800,000.

Use Excess ERAF and/or Measure A funds to Reduce Long-Term Liabilities – The County currently has unfunded actuarial liabilities of $962 million and $100 million in Retirement and Retiree Health, respectively. In addition, the County has outstanding long-term construction debt of $356 million. The County could use Excess ERAF, Measure A funds, or some combination thereof to reduce these ongoing liabilities with lump sum payments. For example, a one-time contribution of $50 million to Sam*CERA* could reduce annual Retirement contributions by $4 - $5 million.

MAJOR BUDGET ISSUES

Governor's January Budget Proposal – On January 10, 2013, the Governor released his proposed budget for FY 2013-14. The spending plan includes $99.3 billion in State General Fund revenues and other resources, $97.7 billion in State General Fund expenditures and a $1 billion reserve. It also proposes to continue paying down the State's so-called "Wall of Debt" ($4.2 billion in the budget year) and incorporates a long-term plan to continue this process for the next several years. An improved economy, in addition to passage of Propositions 30 and 39 in November 2012 have allowed the Governor to propose spending increases in K-12 and higher education and health care reform implementation. Still a number of risks, specifically federal government cost shifts, the pace of the nation's and state's economic recovery, court injunctions on past budget actions, and rising healthcare costs could quickly return the State to fiscal deficits.

Overall, the proposed State Budget maintains current funding levels for a majority of health and human service programs that experienced deep cuts in recent budget years. It also does not propose any changes to the current public safety realignment funding formulas and anticipates notable growth to the statewide community corrections subaccount. However, the Governor's proposal to reform funding formulas for K-12 education by collapsing K-12 revenue limits and most categorical program funding into one formula could have a negative impact on the County's Excess ERAF revenues. Finally, the State's proposed policy options for implementation of the Affordable Care Act, specifically the expansion of Medi-Cal eligibility to non-disabled, childless adults up to 138 percent of the Federal Poverty Limit proposed in the January Budget, raise important fiscal concerns for the County.

Public Safety Realignment (AB109) – The County's allocation for FY 2011-12 was $4.2 million. The amount increased to $13.4 million in FY 2012-13 and FY 2013-14. The County carried forward $2 million in unspent reserves in FY 2011-12 and anticipates savings in excess of $3 million in FY 2012-13 as we have only appropriated $10 million of this fiscal year's allocation. These savings do not include the Sheriff's allocation of $3.1 million, which will be used in future years for housing and re-entry services to the AB109 inmate population. In all, it is projected that approximately $8 million will remain in the AB109 trust fund at year-end. In the coming months, the Community Corrections Partnership (CCP) will be reviewing budget to actuals and program performance to determine if the current allocation of funds is appropriate. For the purposes of the deficit projections, we have assumed that the Sheriff's allocation will increase from $3.1 million to $5 million ongoing once the replacement jail / re-entry facility is operational. The accumulated reserves in the AB109 trust fund may also be used to help defray construction costs, thereby reducing ongoing debt service.

Public Safety Sales Tax (Prop. 172) Reserves – In addition to the growth projections of $14.1 million anticipated over the next five years, it should be noted that the County ended FY 2011-12 with $16.7 million in Prop. 172 reserves. These funds may be used for one-time Public Safety projects, such as radio system replacement and equipment upgrades, case management software, and new jail construction.

Replacement Jail / Re-Entry Facility Planning – We anticipate that the annual increase in Net County Cost once the new facility opens will range between $8.5 million and $23.3 million, although this is dependent on a couple of factors: number of beds occupied and the County's success in receiving SB1022 jail construction grant funds from the State.

The cost of operating the facility at full capacity of 576 beds (488 inmate beds and 88 transitional housing beds), including annual debt service of $13.3 million, would approximate $49 million. This would be offset by the transfer of existing costs from the Women's Correctional Center (WCC), current Transitional Facilities, Alternative Sentencing Bureau, Maguire and the Jail Planning Unit and Transition Team of $15.8 million, leaving an estimated net increase in operating the new jail of $33.2 million. We have identified four potential funding sources for this increase in cost: AB109 Realignment funding ($5 million), Proposition 172 Public Safety Sales Tax revenues ($5 million), reductions to debt service through the SB1022 jail construction grant program ($6.7 million), and General Purpose revenues or Net County Cost ($16.5 million).

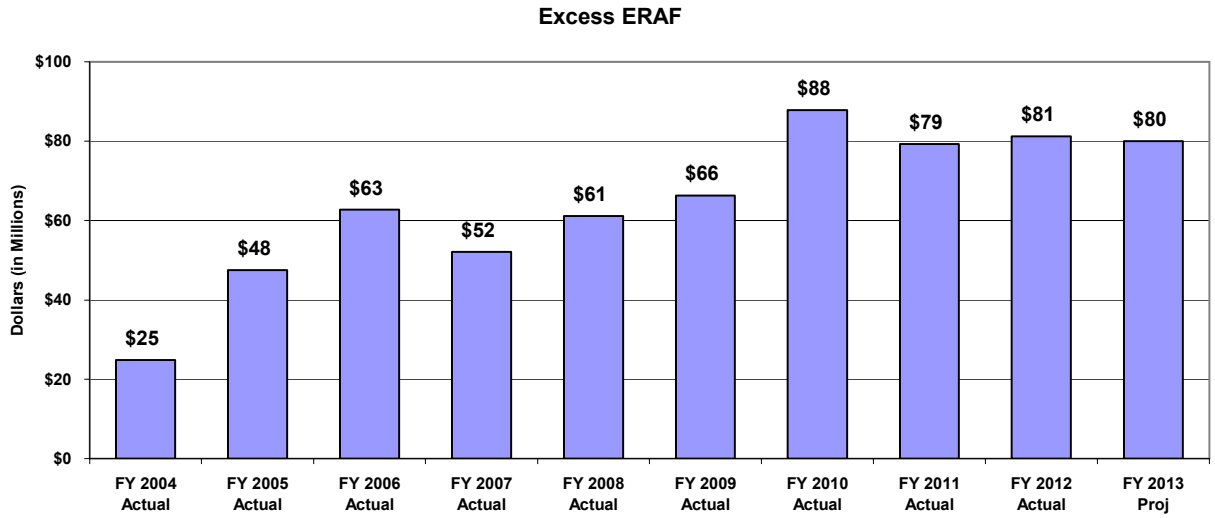
The cost of operating the facility at 320 beds, which would address the women's population, ease overcrowding at the men's Maguire Correctional Facility, and accommodate inmates now housed locally due to Public Safety Realignment, would approximate $37.8 million. This also would include annual debt service of $13.3 million. These costs would be offset by the transfer of existing costs from the WCC and Maguire of $12.7 million, leaving an estimated net increase in operating the new jail of $25.2 million. The same offsets would apply: AB109 Realignment funding ($5 million), Proposition 172 Public Safety Sales Tax revenues ($5 million), reductions to debt service through the SB1022 jail construction grant program ($6.7 million), and General Purpose revenues or Net County Cost ($8.5 million).

The structural deficit projection of $21 million in FY 2017-18 assumes that 320 beds would be occupied and that the County would be awarded a full allocation of $80 million in SB1022 jail construction grant funds from the State.

Educational Revenue Augmentation Fund (ERAF) Revenues – Since FY 2003-04, the General Fund has received $563 million in Excess ERAF revenue, with an additional $80 million projected this fiscal year. The County has used Excess ERAF to pre-fund its retiree health obligations, for one-time capital, IT and efficiency projects, and to replenish reserves used to balance the budget. In January 2012, this Board directed the County Manager to treat one-half of Excess ERAF ($40 million in FY 2011-12) as ongoing revenue. The amount of ongoing ERAF will fluctuate with changes to the amount of total Excess ERAF received.

The Governor's Proposed 2013-14 Budget includes new approaches for funding K-14 education, including increasing school district revenue limits to include categorical funding that historically has been separate from the baseline revenue limit calculations and funded from other sources. These changes will result in a windfall for the State as programs previously funded from State sources through categorical funding will be funded from ERAF. Additionally, the proposed 2013-14 Budget may expand certain payments for special education that are currently funded through Excess ERAF.

Together, these changes will result in less Excess ERAF coming back to the County in future years. My office is working closely with the Controller's Office and County Counsel to determine the fiscal impact to the County's share of Excess ERAF under such an approach. We will keep the Board apprized of our findings.



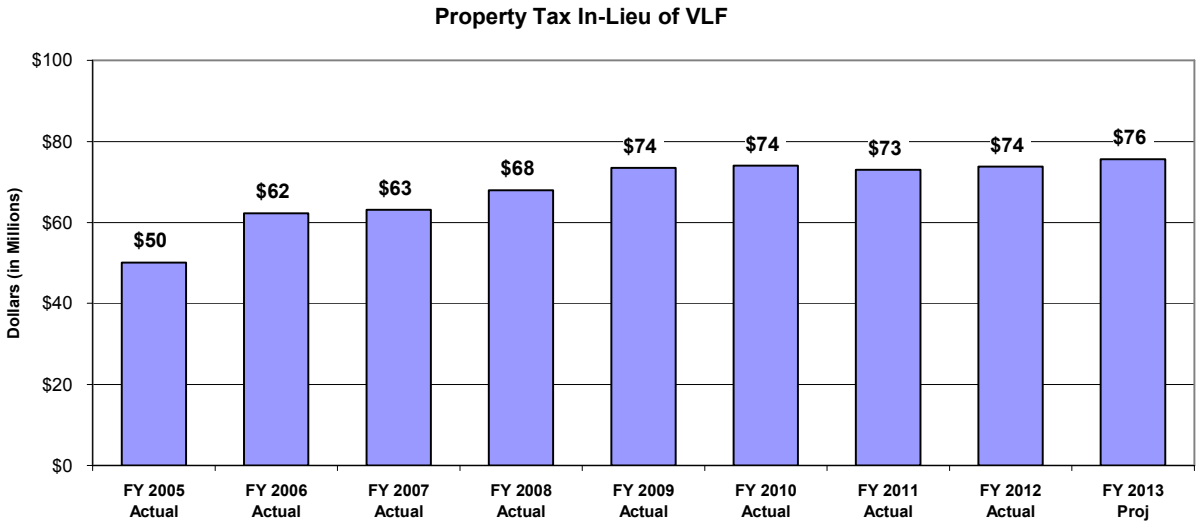
Property Tax In-Lieu of VLF (Vehicle License Fee Swap) – In 2004, SB1096 eliminated certain VLF payments to counties and cities and replaced them with "In-Lieu VLF amounts" (property tax revenues adjusted for the annual growth in the local property tax base). Following SB1096, In-Lieu VLF amounts have been paid from each county's ERAF, and if insufficient funds exist in a county's ERAF to fully pay the State's In-Lieu VLF payments to counties and cities, then additional funds are transferred directly from Revenue Limit Districts' local property tax revenues. All In-Lieu VLF amounts that are transferred from ERAF and the districts' ad valorem property taxes are then backfilled by the State.

As the number of Basic Aid Districts in a county increases, the pool of property tax revenues from which the In-Lieu VLF amounts can be paid (whether from ERAF or from the ad valorem property taxes received by Revenue Limit Districts) correspondingly shrinks. As a result, counties that have all, or almost all, Basic Aid Districts lack sufficient ERAF monies and Revenue Limit District property taxes to pay the In-Lieu VLF amounts.

The County and cities within San Mateo County potentially face shortfalls in their In-Lieu VLF amounts as the number of Revenue Limit Districts shrink. The County had a minor estimated shortfall of $200,000 in FY 2011-12 but the Governor has appropriated funding in his FY 2013-14 Proposed Budget to make the County whole; however, there are no guarantees that similar State budget appropriations will be made in future years. The County and cities could be at risk of losing upwards of $14 million ($8.3 million is the County's share) should both the San Carlos and Bayshore school districts turn basic aid. Both are close. As noted earlier, this could change if categorical funding is included in the revenue limit calculations. Even if the two school districts do not turn basic aid, preliminary estimates computed in November 2012 indicate that the estimated VLF

shortfall will be $5.8 million and the County's share of this shortfall will be $3.5 million. This shortfall is not currently factored into the five-year deficit calculations.

Since 2004, the County has received $537.6 million from In-Lieu VLF amounts, with an additional $75.6 million projected this fiscal year.



Health Care Reform – The County expects that the implementation of the Affordable Care Act will result in increased health insurance availability for thousands of San Mateo County residents. At this point, we expect the law to have a financially neutral impact on the Health System; while more of our patients will have insurance, supplemental funding we receive for taking care of the uninsured will decrease. The Health System will also still remain responsible for providing healthcare for those who cannot or do not enroll in the expanded coverage. Our financial analysis may change as we learn more about the State's plans to revisit the State/County funding formulas.

The Health System is focused on the following key priorities to maximize the success of the law's local reach:

- *Transitioning as many people as possible to new coverage.* The Health System has enrolled 8,500 residents in a program that will allow them to transition to Medi-Cal when that program expands. The Health System will be working with the State and HSA to transition these residents to Medi-Cal coverage by January 1, 2014.

- *Earning federal incentive payments for quality and access improvements.* The federal government has recognized the importance of the public healthcare systems like San Mateo Medical Center to provide care for the expanded Medi-Cal population. Accordingly, they are offering public hospitals financial incentives for meeting increasingly stringent quality and access goals. The Health System has earned the maximum incentive payments for 2010 and 2011 and is committed to doing so in the future.

- *Increasing quality while lowering costs*. The Health System is implementing electronic health records in San Mateo Medical Center, Behavioral Health and Recovery Services, Family Health Services and Correctional Health Services. The LEAN process improvement approach will also remove bottlenecks and improve quality while reducing costs.

- *Advocating for streamlined eligibility and enrollment processes.* We advocate on statewide workgroups and with policymakers to make the enrollment process for health insurance as streamlined and consumer-friendly as possible. Locally, the Health System partners with the Human Services Agency to address enrollment barriers. HSA's redesign efforts to improve the accessibility of public benefits programs will be critical in enrolling an additional 13,000 people into Medi-Cal.

FISCAL IMPACT

There is no Net County Cost impact by accepting this report.

LOCAL ECONOMIC INDICATORS

The following indicators provide information on current local economic activity compared to prior years and State/national trends. Trends in the data assist in generating projections for general purpose revenue such as property tax, sales tax, and transient occupancy tax:

A. Bay Area Consumer Price Index (CPI)
B. First-Time Housing Affordability Index)
C. Median Home Price and Home Sales
D. Foreclosure Activity
E. Property Reassessment and Assessment Appeal Filings
F. Building Permits Issued
G. Office Space Availability
H. San Francisco International Airport – Total Passengers
I. Unemployment Rate
J. Per Capita Personal Income

Bay Area Consumer Price Index (CPI)

The Consumer Price Index (CPI) measures the change in the price of goods over time. The change in the index is referred to as the rate of inflation, and is used in assumptions for calculating future costs. The Consumer Price Index for all urban consumers, all items in 2012 increased 2.7% in the Bay Area, 2.2% in California, and 2.1% in the United States. Bay Area CPI is forecasted to increase 2.0% in 2013 and 2.2% increase in 2014, mirroring similar increases for California and the Nation.

CPI Annual Averages	*Bay Area[1] % Change*	*California % Change*	*U.S. % Change*
2014*	2.2%	2.1%	2.0%
2013*	2.0%	2.0%	1.9%
2012	2.7%	2.2%	2.1%
2011	2.6%	2.6%	3.2%
2010	1.4%	1.3%	1.6%
2009	0.7%	-0.3%	-0.4%
2008	3.1%	3.4%	3.8%
2007	3.3%	3.3%	2.8%
2006	3.2%	3.9%	3.2%
2005	2.0%	3.7%	3.4%
2004	1.2%	2.6%	2.7%

[1] Bay Area (San Francisco CMSA) includes the counties of Alameda, Contra Costa, Marin, Napa, San Francisco, San Mateo, Santa Clara, Santa Cruz, Solano and Sonoma.

*Forecasts: CA Department of Finance

Sources: San Francisco CMSA: US Bureau of Labor Statistics; California: Calculated by the CA Department of Finance using a formula developed by the CA Dept. of Industrial Relations (DIR); United States: US Bureau of Labor Statistics.

First-Time Housing Affordability Index

The housing affordability index is the most fundamental measure of housing well-being in the state. The percentage of first-time buyers who can afford to purchase a median-priced home in the third quarter of 2012 was 46%. The statewide figure of 67% has dropped from the high in 2011 of 71%. San Mateo County experienced a similar decrease from 51% to 46% over the past year and continues to be one of the least affordable places to buy a home in California, with only San Francisco at 45% ranked lower.

First-Time Buyer Housing Affordability Index	*3rd Quarter*	*3rd Quarter*
by Region	*2011*	*2012*
California	71%	67%
United States	81%	80%
SF Bay Area*	62%	57%
Sacramento	85%	84%
Santa Clara	60%	56%
Monterey Region	76%	72%
Alameda County	60%	56%
Contra Costa County	53%	52%
San Francisco	48%	45%
Marin County	47%	47%
San Mateo County	51%	46%

Source: CA Association of Realtors www.car.org

Median Home Price

The number of homes sold in the Bay Area is up by 15.5% from last November. Median home prices are up by 20.5% compared to the prior year. The median price paid for a Bay Area home was $438,000 in November 2012 compared to $363,500 a year ago. The volume of homes sold in San Mateo County was up by 19.3%. The median home price increased by 13.9% to $618,000 compared to $542,500 in 2011. Prices of homes in the County continue to be one of the highest in the Bay Area and the State. DataQuick reports show that Federal Housing Administration (FHA) loans made up 17.0% of all Bay Area purchase loans in November 2012, which was down from 21.0% a year earlier.

	Number of Homes Sold November 2011	*Number of Homes Sold November 2012*	*Number of Homes Sold % Change*	*Median Price November 2011*	*Median Price November 2012*	*Median Price % Change*
Bay Area	6,317	7,296	15.5%	$363,500	$438,000	20.5%
Alameda	1,334	1,525	14.3%	340,000	415,000	22.1%
Contra Costa	1,225	1,394	13.8%	255,000	322,000	26.3%
Santa Clara	1,478	1,707	15.5%	452,000	550,000	21.7%
San Mateo	513	612	19.3%	542,500	618,000	13.9%
San Francisco	422	524	24.2%	644,500	728,000	13.0%
Marin	239	272	13.8%	629,000	682,000	8.4%
Napa	99	133	34.3%	297,000	360,000	21.2%
Solano	522	584	11.9%	190,000	221,500	16.6%
Sonoma	485	545	12.4%	285,000	349,000	22.5%

Source: DataQuick Information Systems:
http://www.dqnews.com/Articles/2012/News/California/Bay-Area/RRBay121213.aspx

Foreclosure Activity

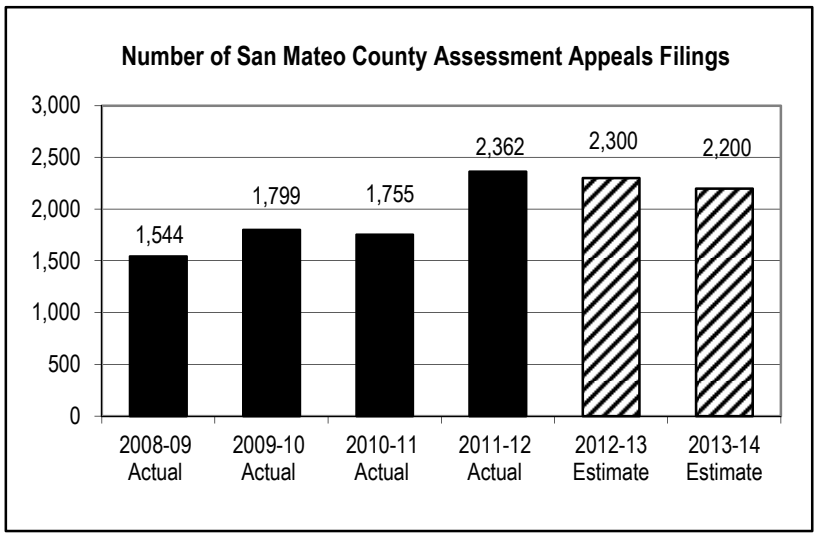
During the third quarter of 2012, mortgage default notices were down statewide by 31.2% from the same period last year with lending institutions issuing 22,249 fewer notices. Default notices have declined even further in the San Francisco Bay Area by 39.8%. In San Mateo County, default notices have decreased by 402 or 44.3%. The overall improvement in the housing market has increased property values, allowing property owners the option to refinance their loans, rather than default.

Notices of Default	*3rd Quarter 2011*	*3rd Quarter 2012*	*% Change*
California	71,275	49,026	-31.2%
SF Bay Area	12,092	7,284	-39.8%
Sacramento	4,351	2,766	-36.4%
Santa Clara	2,176	1,236	-43.2%
Monterey Region	1,961	1,325	-32.4%
Alameda County	2,654	1,555	-41.4%
Contra Costa County	3,022	1,822	-39.7%
San Francisco	472	257	-45.6%
Marin County	295	241	-18.3%
San Mateo County	**908**	**506**	-44.3%
San Joaquin County	1,933	1,313	-32.1%
Los Angeles County	1,491	938	-37.1%

Source: DataQuick: DQNews.com, http://www.dqnews.com/Articles/2012/News/California/CA-Foreclosures/RRFor121017.aspx

Property Reassessment and Assessment Appeals Filings

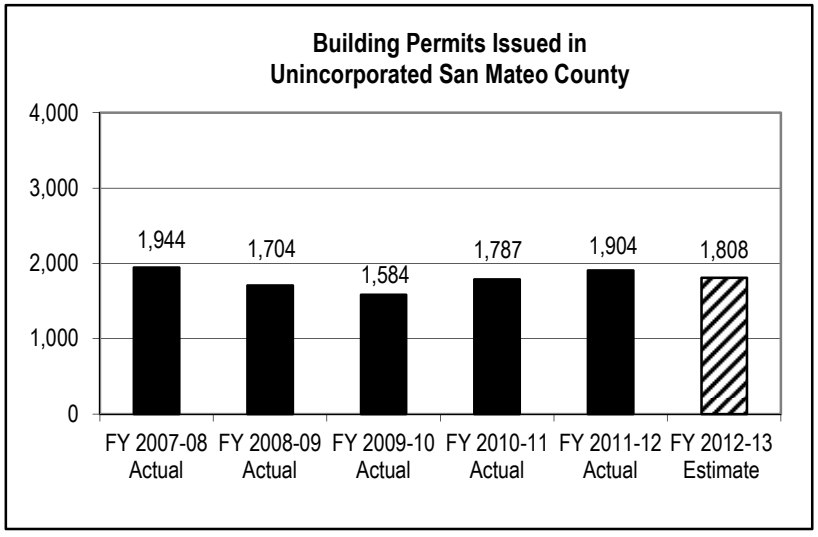
There were 2,362 new assessment appeals filings for FY 2011-12, which was a 35% increase over FY 2010-11. The estimated number of appeals filings for FY 2012-13 is 2,300. As economic conditions continue to improve and property values increase, fewer assessment appeal filings are expected in future years.



Source: San Mateo County Assessor's Office

Building Permits

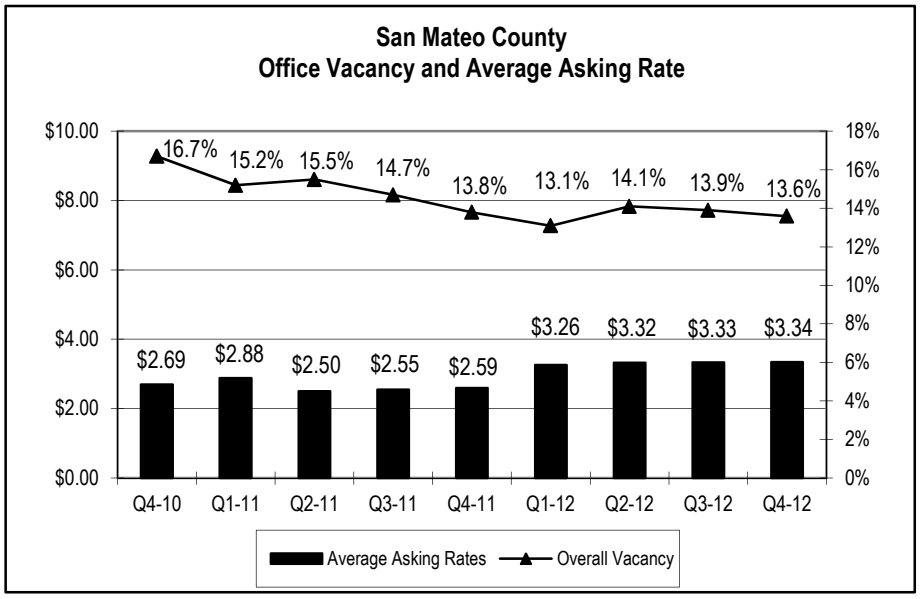
The number of building permits issued by the Planning and Building Department is decreasing slightly. The permits being issued show an increase in remodel work and new roof installation and a decrease in new home construction.



Source: San Mateo County Planning and Building Department

Office Space Availability

The overall office vacancy rate has decreased since 2010 from 16.7% in Q4-10 to 13.6% in Q4-12, with a corresponding increase in the average asking rate. San Mateo County is currently experiencing a lack of supply of larger blocks of space favored by tech companies, which account for 35% of current office requirements in the Bay Area. This has had a moderate impact on asking and vacancy rates.



1. Average asking rate includes utilities, maintenance, insurance, and all other expenses related to occupancy

Source: Cassidy Turley Commercial Real Estate Services

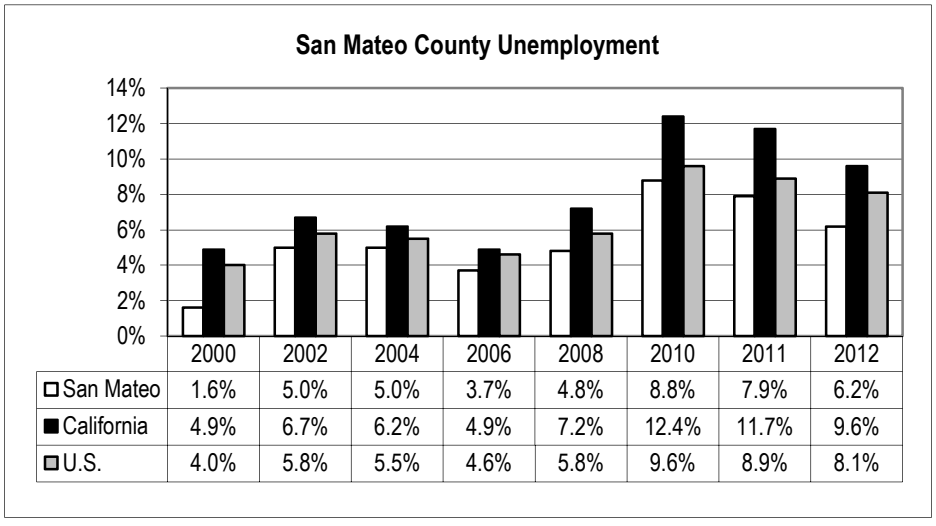
San Francisco Airport – Total Passengers

A significant portion of the County's unsecured property tax and sales tax revenues come from businesses at San Francisco International Airport, so it is important to monitor patterns in airport activity. Information for the month of December 2012 is not yet available, but total annual airport passengers is up 9.3% from 37.6 million through November 2011 to 41.1 million through November 2012.

Source: http://www.flysfo.com/web/page/about/news/pressres/stats.html

Unemployment Rate

Unemployment rates at the local, state and national levels are down from last year. San Mateo County unemployment is down from 7.9% in 2011 to 6.2% in 2012, with 24,500 unemployed. The county continues to have one of the lowest unemployment rates in the state, second only to Marin County with 5.8% unemployment in 2012.

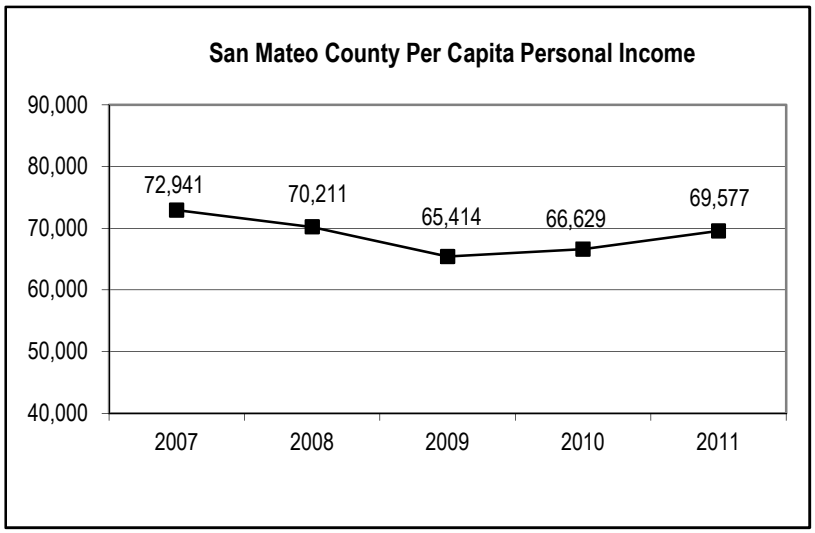


	2000	2002	2004	2006	2008	2010	2011	2012
San Mateo	1.6%	5.0%	5.0%	3.7%	4.8%	8.8%	7.9%	6.2%
California	4.9%	6.7%	6.2%	4.9%	7.2%	12.4%	11.7%	9.6%
U.S.	4.0%	5.8%	5.5%	4.6%	5.8%	9.6%	8.9%	8.1%

Source: http://www.calmis.ca.gov/file/lfmonth/countyur-400c.pdf

San Mateo County Per Capita Personal Income

In San Mateo County, personal income increased 4.4% from $66,629 per capita in 2010 to $69,577 per capita in 2011. Data for 2012 is not yet available.



Source: U.S. Department of Commerce Bureau of Economic Analysis

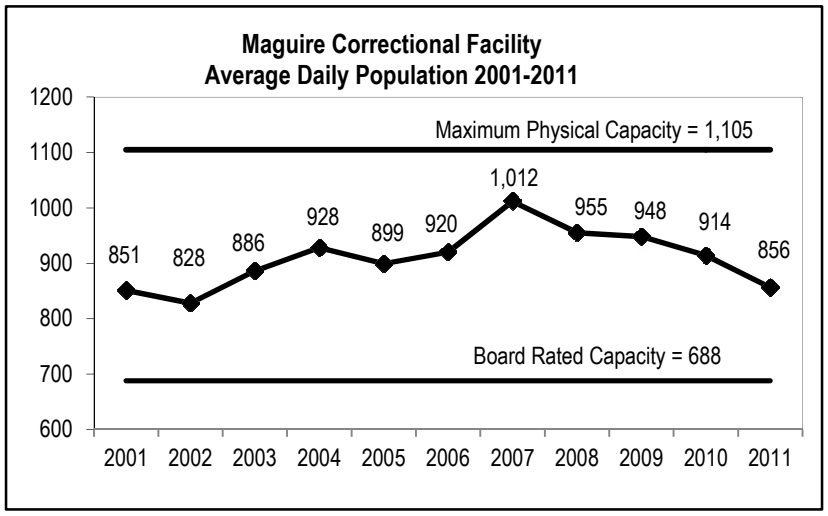
LOCAL PUBLIC SAFETY AND SAFETY NET INDICATORS

The following indicators provide information on current local public safety and safety net activity compared to prior years and State/national trends:

A. Jail and Juvenile Hall Populations
B. PeninsulaWorks Participants
C. Public Assistance Caseloads
D. Child Abuse Referrals
E. Emergency Room Visits
F. Health Insurance Enrollment Adults and Children

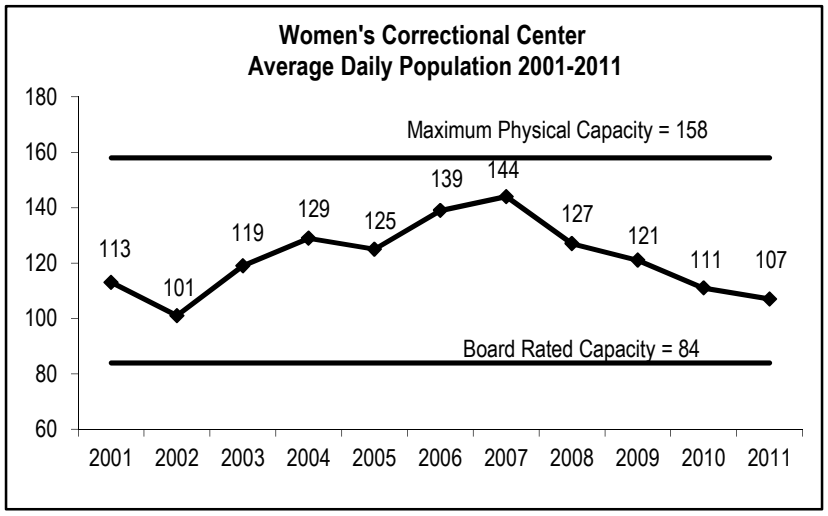
Jail Populations

The Sheriff, County Manager's Office, and the Board Criminal Justice Committee continue to monitor jail population trends and seek alternatives to further reduce inmate population and/or average length of stay. The average daily population at Maguire has decreased by 6.3% from 914 inmates in 2010 to 856 inmates in 2011. This reduction could be attributed to several factors: reduced crime rate, effective countywide community re-entry efforts that focus on identifying sentenced in-custody inmates for referral to community placement from inside the facility, and enhanced inmate programming and services.



Source: Sheriff's Office Daily Population Report (CJIS)

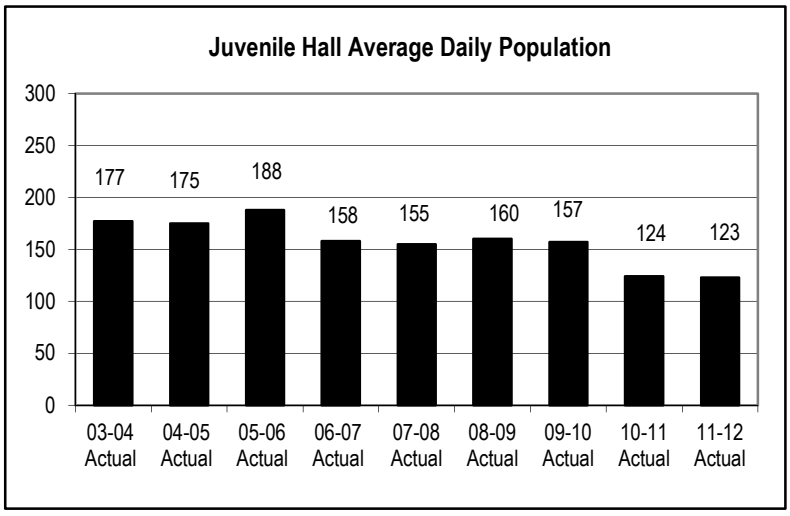
The ADP for women decreased 3.6% from 111 in 2010 to 107 in 2011. This could be attributed to several factors: reduced crime rate, effective countywide community re-entry efforts that focus on identifying sentenced in-custody inmates for referral to community placement from inside the facility, along with enhanced inmate programming and services. This is a significant accomplishment considering, historically, there are limited alternatives to jail for women offenders, limited intermediate out-of-custody options, and limited treatment options for women who either cannot pay for treatment, have children, or both.



Source: Sheriff's Office Daily Population Report (CJIS)

Youth Services Center Population

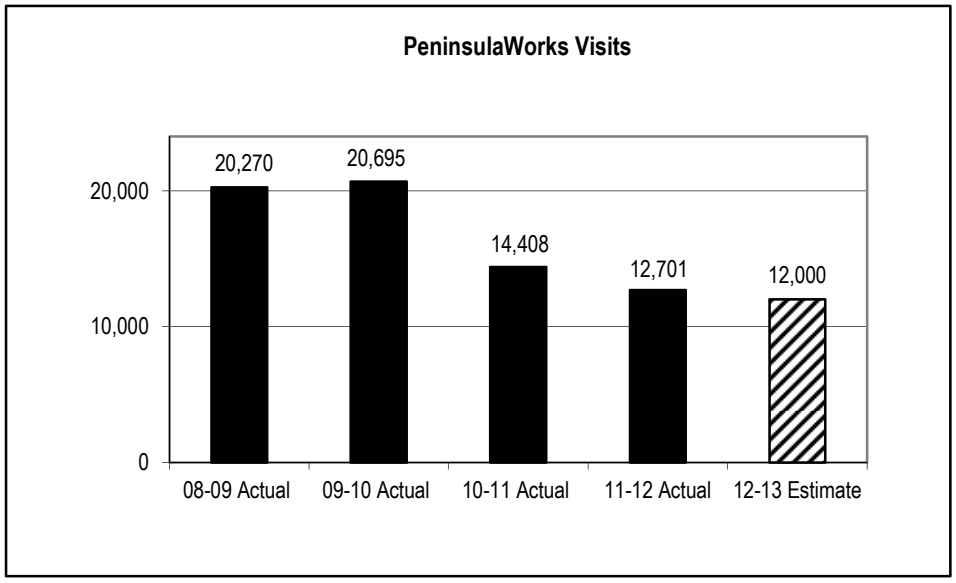
After an increase in the average daily population (ADP) to 160 in FY 2008-09, the ADP at the Youth Services Center decreased to 157 in FY 2009-10; with a sharp decrease in the ADP to 124 for FY 2010-11 and 123 for FY 2011-12. This decrease seems to be a statewide trend that could be due to fewer law enforcement personnel on the streets. Additionally, creative alternatives to detention and incarceration; such as home supervision, electronic monitoring, the Weekend Work Program, and Community Service Work, has also played a key role.



Source: Probation Department Institutions Management

PeninsulaWorks Participants

The number of clients seeking career counseling, skills assessment, and job search assistance decreased 11.8% from FY 2010-11 to FY 2011-12 as the County's unemployment rate declined from 8.8% to 6.2%. PeninsulaWorks participation is projected to continue to decline in FY 2012-13. The decline in participants can be attributed to the improvement in the unemployment rate and the closure of PeninsulaWorks centers in Redwood City and San Carlos in FY 2009-10 due to the conclusion of stimulus funding. In 2011 the Human Services Agency opened a scaled back Job Information Center in San Carlos that will stem the decline in PeninsulaWorks participants, but does not offer the full suite of services that a PeninsulaWorks center does.



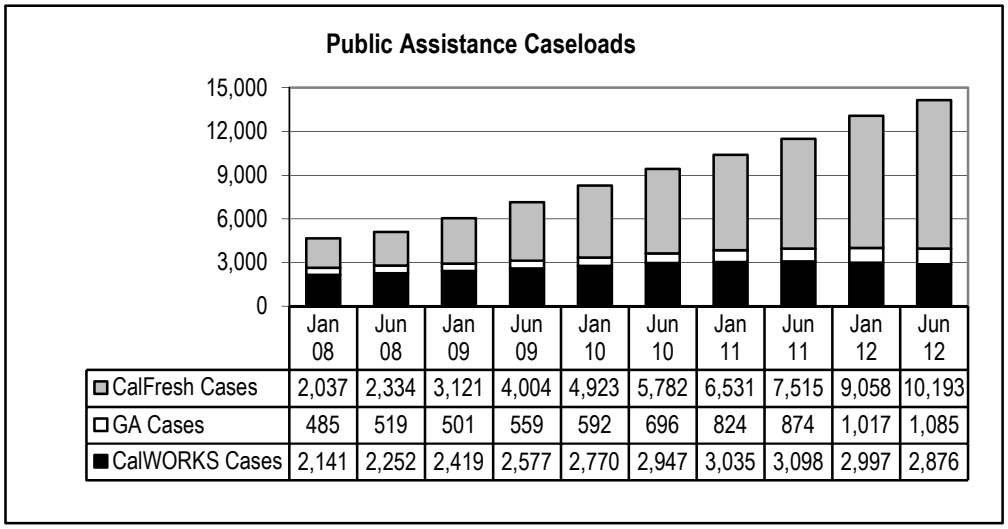
Source: Human Services Agency

Public Assistance Caseloads

The CalFresh caseload has increased 36% from June 2011 to June 2012. The reasons for the increase can be attributed to greater access/outreach, including regional offices throughout the County, the ability to apply by mail, fax and online, and assistance from our non-profit partners who provide clients with guidance in navigating the application process. Regulatory changes, such as waiver of face-to-face interviews and elimination of the finger printing requirement have also helped boost participation.

General Assistance (GA) showed 24% increase from June 2011 to June 2012 due to regulatory changes. In 2011, ESS changed the Work Requirements Referral Policy for GA and during the same year, Governor Brown signed AB109 – Public Safety Realignment, shifting parole and inmate responsibility for low level offenders to counties, thereby increasing the number of clients that qualify.

CalWORKs showed a decrease of 7% from 2011 to 2012. The improvement in the economy is believed to be the primary factor for the decrease in CalWORKs caseloads.



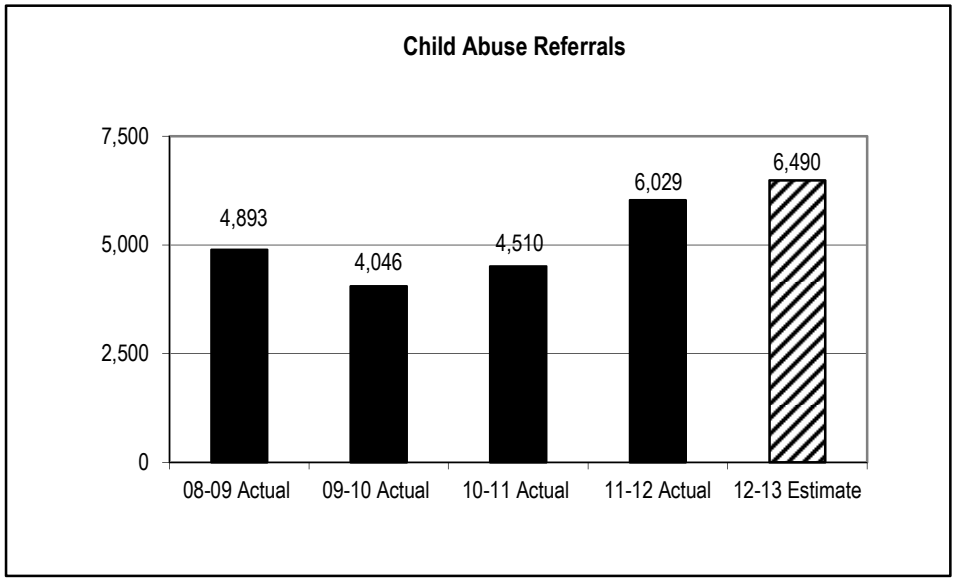
	Jan 08	Jun 08	Jan 09	Jun 09	Jan 10	Jun 10	Jan 11	Jun 11	Jan 12	Jun 12
CalFresh Cases	2,037	2,334	3,121	4,004	4,923	5,782	6,531	7,515	9,058	10,193
GA Cases	485	519	501	559	592	696	824	874	1,017	1,085
CalWORKS Cases	2,141	2,252	2,419	2,577	2,770	2,947	3,035	3,098	2,997	2,876

Source: Human Services Agency

Child Abuse Referrals

While the state of California has been experiencing a decrease in Child Abuse Referral Children, with an 8% decrease projected for the coming fiscal year, San Mateo County has experienced a 34% increase from FY 2010-11 to FY 2011-12. There has been a significant increase in the number of allegations we have received for general neglect, "at-risk" and "sibling abused". Other areas where there have been notable increases include emotional abuse and physical abuse. It is anticipated that this trend will continue in FY 2012-13.

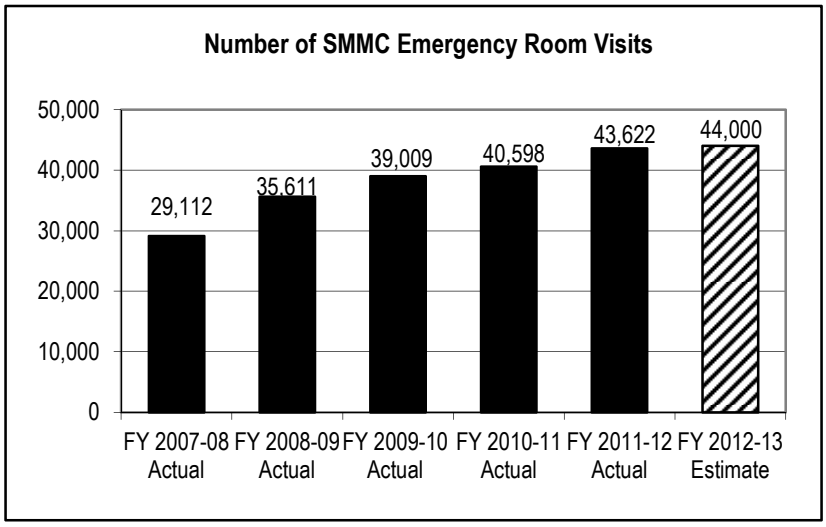
In general it is expected that child abuse referrals would decline with economic improvement as financial strain on families declines. However, the trend in San Mateo County from 2005 – 2012 has shown the exact opposite, with child abuse cases increasing as unemployment declines. This may be attributed to the increasing number of families that are in the "Self Sufficiency Gap", or the economic status of being between the Federal Poverty Level (FPL) and the Self Sufficiency Standard (SSS) for the county. As these residents secure employment, they exceed the FPL and are disqualified from receiving federal benefits. They do not, however, earn enough to meet the SSS for the county, and continue to struggle to afford things such as child care and transportation. From 2008 to 2011 an additional 22,000 families fell into this "Self Sufficiency Gap" in San Mateo County.



Source: Human Services Agency

Emergency Room (ER) Visits

Medical and Psychiatric Emergency Room visit volume at SMMC in FY 2011-12 increased 7.4% over the previous year with 43,622 visits, compared to 40,598 in FY 2010-11. These volume increases persist in spite of SMMC's new Urgent Care Clinic, opened in September 2009, which sees approximately 125 individuals in a five-day week. In addition, 2,172 people are on a waiting list for primary care visits. The increases in visits are primarily due to rising unemployment and loss of employer-sponsored health insurance. Anticipated State budget cuts in Medi-Cal as well as the continued recession are anticipated to further impact volume increases. In response, the clinic system is in the process of improving flow and productivity to be able to expand capacity.

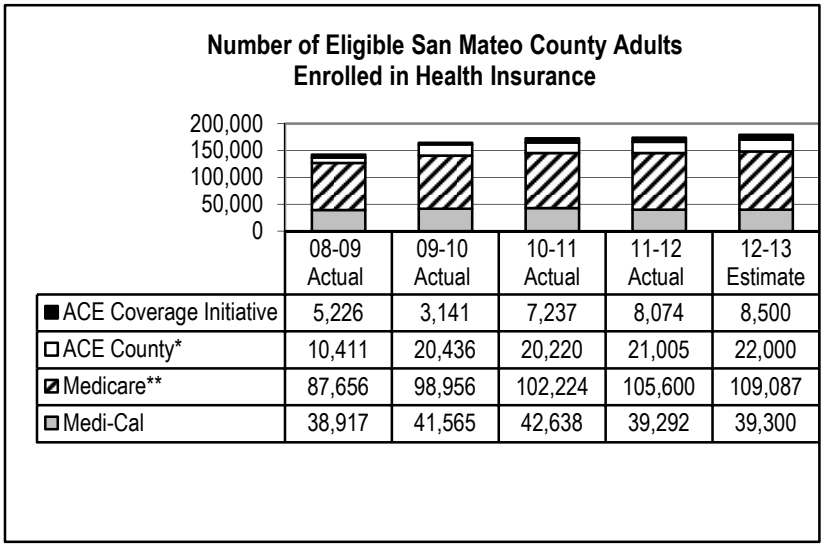


Source: San Mateo SMMC

Health Insurance Enrollments Adults and Children

Overall, the number of eligible adults enrolled in public health insurance in the County has stayed relatively flat, after spiking significantly in FY 2010-11. The recession has resulted in increased and sustained enrollment in public healthcare coverage programs as employer-sponsored health coverage have been lost along with the loss of jobs. The Health System's Health Coverage Unit continues to lead efforts in identifying individuals who are eligible for public health insurance, enrolling them in appropriate programs in partnership with the Human Services Agency, and assisting clients in accessing needed care.

The ACE Program—the County's Section 17000 program that provides coverage for healthcare services to persons living below 200% of the federal poverty line who are not eligible for other programs – is an important component of the array of public coverage programs. The percentage growth in ACE County enrollment is an indicator of the impact of the economic downturn on the demand for safety net healthcare services. The growth in the ACE County program includes growth n the Medicaid Coverage Expansion (MCE) program, which is part of California's "Bridge to Health Reform" effort aimed at reaching and covering low-income adults who will qualify for Medi-Cal under the expansion that will be implemented as part of the federal health reform law on January 1, 2014.



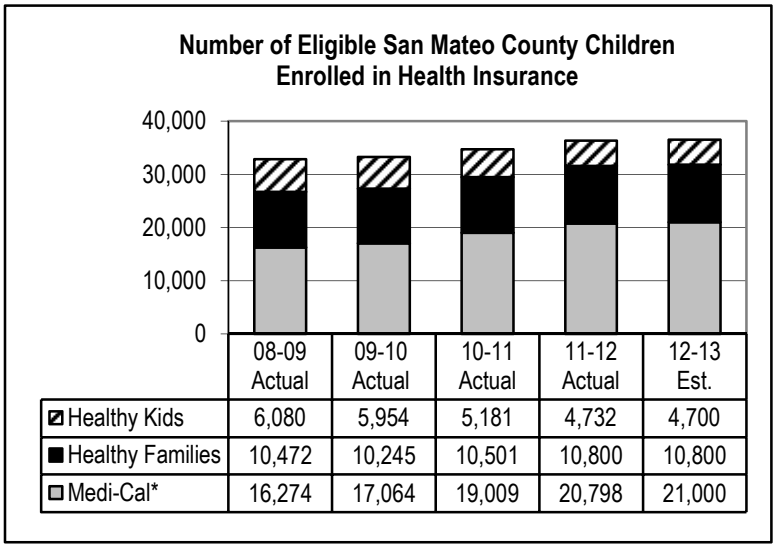
	08-09 Actual	09-10 Actual	10-11 Actual	11-12 Actual	12-13 Estimate
ACE Coverage Initiative	5,226	3,141	7,237	8,074	8,500
ACE County*	10,411	20,436	20,220	21,005	22,000
Medicare**	87,656	98,956	102,224	105,600	109,087
Medi-Cal	38,917	41,565	42,638	39,292	39,300

*Formerly referred to as County WELL Program

**Data for FY 2011-12 and estimates for FY 2012-13 are based on the growth rate from FY 2009-10 to 2010-11

Source: Health System, Human Services Agency

Another key element of this effort is the Children's Health Initiative, which will celebrate its tenth anniversary in 2013. San Mateo County is one of only two counties in the state to have sustained universal health insurance coverage for children with no waiting lists. Overall growth in enrollment in public health insurance programs has continued, representing about 1 in 5 San Mateo County children in 2012. As more children have qualified for the Medi-Cal and Healthy Families programs, the Health System has seen enrollment in the local Healthy Kids program decrease. In addition, the number of Healthy Kids members turning 19 and aging out of the program has continued. The Health System continues to assess its outreach and enrollment approaches to assure that it is reaching children who could qualify for coverage and is adapting its approach in aligning with the new supports that will be available to families through implementation of California Covered (the Exchange) and Medi-Cal expansion through the Affordable Care Act.



	08-09 Actual	09-10 Actual	10-11 Actual	11-12 Actual	12-13 Est.
Healthy Kids	6,080	5,954	5,181	4,732	4,700
Healthy Families	10,472	10,245	10,501	10,800	10,800
Medi-Cal*	16,274	17,064	19,009	20,798	21,000

*The Children's Medi-Cal data above only accounts for beneficiaries enrolled in Full Scope No Share-of-Cost Medi-Cal.

Source: Health System, Human Services Agency

ATTACHMENTS:

A) Revised Board of Supervisors' Meeting Schedule for Calendar Year 2013

B) Community Impact Measures and Open Data Policy and Reporting Process

ATTACHMENT A

COUNTY OF SAN MATEO
Inter-Departmental Correspondence
County Manager

Date: January 23, 2013
Board Meeting Date: January 29, 2013
Special Notice / Hearing: None
Vote Required: Majority

To: Honorable Board of Supervisors

From: John L. Maltbie, County Manager

Subject: **Revised** Board of Supervisors' Meeting Schedule for Calendar Year 2013

RECOMMENDATION:
Approve the revised Board of Supervisors' meeting schedule for calendar year 2013

BACKGROUND:
The schedule below includes Board meetings from January through December 2013, and requires approval by the Board. This schedule allows for 25 regularly scheduled public meetings.

DISCUSSION:
A public hearing schedule for calendar year 2013 of the Board of Supervisors is proposed as follows, with the new dates in **bold.** The reason for the change noted below is to reflect the Budget Development Calendar for the upcoming FY 2013-15 budget cycle, where the Recommended Hearings will be conducted in September. Also, September 18 is no longer a "consent only" meeting.

January 8* (Consent only), 15**,** 29
February 12, 26
March 12, 26
April 9, 23
May 7, 21
June 4, 18
July 9, 23
August 6
September 10, 24 (Consent only)
September Budget Hearings: 23, 24, 25
October 8, 22
November 5, 19
December 10

*Reorganization of the Board of Supervisors

FISCAL IMPACT:
None

ATTACHMENT B

COUNTY OF SAN MATEO

Inter-Departmental Correspondence
County Manager's Office
Intergovernmental and Public Affairs

DATE: January 23, 2013
BOARD MEETING DATE: January 29, 2013

TO: Honorable Board of Supervisors
FROM: Mary McMillan, Deputy County Manager (650) 363-4129

SUBJECT: Community Impact Measures

RECOMMENDATION:

1. Accept the proposed Community Impact Measures; and
2. Adopt a Resolution Directing the County Manager and Chief Information Officer to develop an open data policy and reporting process.

BACKGROUND

In 1999, the Board initiated a visioning process engaging the community to develop shared goals for the county. Since that time, progress and the key initiatives achieving the shared vision were reported in the annual budget document and periodic progress reports to the community. Additionally, to keep current with emerging issues, the Board has regularly updated the community goals.

Last year, the Board conducted a half-day forum, City, County, Schools Partnerships (CCS), engaging elected and community leaders; two additional forums were conducted with nonprofit partners, all totaled engaging about 450 community leaders. Together, these forums resulted in generating an updated list of high-level community goals. Subsequently, these goals were priority ranked and winnowed through an online community survey engaging 1,000 responders. Your Board reviewed those goals in the fall.

DISCUSSION:

Since that time, together with the Budget Redesign Work Group and Budget and Performance Analysts, 24 proposed outcome measures to report progress achieving those community goals have been developed. Requiring no additional departmental effort, the majority of these measures are data currently collected and reported by our departments, either to funders or to another federal, state or regional agency as required by statute. As a result, this data would provide greater opportunity to establish benchmarks, relying upon longitudinal, current and verifiable data.

Open Data

In order to make the goals and outcome measures meaningful, the County would need to develop a data policy that requires departmental data to be collected, reported through a standardized methodology and made available to departments, community partners and the public. This would serve to improve accuracy, reliability, achieve transparency, enable benchmarking and strengthen our ability to conduct meaningful comparative analysis. We are currently reviewing data reported by departments to the federal, state and regional governments, the methodology and frequency, to further inform and ensure the County is reporting meaningful and accessible community outcomes measures.

Missing from previous shared vision efforts has been the ability to report and share reliable data among departments, and more importantly, with our partners. The lack of data has limited the County's ability to engender broader community support for the shared vision goal framework.

Collective Community Impact

It is long understood that to achieve community goals requires broad cross-sector coordination, recognition that we achieve goals better and faster when we work together. Collective social impact initiatives "*are long-term commitments by a group of important actors from different sectors to a common*

agenda for solving a specific social problem. Their actions are supported by a (1) shared measurement system, (2) mutually reinforcing activities, (3) ongoing communication, and are (4) staffed by an independent backbone organization." Reliable and regularly reported data will help to support collective impact initiatives. Sharing and communicating data will assist in diminishing siloed approaches to problem solving, and support multi-agency leveraging of resources, thus engaging broader collaborative partners and more multi-year strategies.

Reporting Tools
Finally, we are pursuing technologies that will provide visual insight into the data, such as interactive dash boards. We are seeking a tool that will allow for the visual consumption of the data, ability to conduct analysis among departments and across agencies, enable the sharing of data, while maintaining security. As a result, the outcome measures remain a work in progress, as it is important that the data we report is not static, that it is current and regularly updated.

Community Impact Goals & Outcome Measures

Healthy and Safe Community
Reduce crime
- Part one crime by city and unincorporated area
- Recidivism rate decreases
- 911 safety calls response time within 5 minutes

Increase life expectancy
- Number of insured increases
- Wait time at clinics reduced
- Overweight and obesity rates decline

Prosperous Community
Improve affordability
- Under/unemployment decreases
- Number of eligible enrolled in assistance increases

Close achievement gap
- Increase access to quality preschool
- Percent of 3rd graders that read at level increases

Livable Community
Transit is accessible
- Support transit oriented developments
- Safe routes to schools

Engaged community
- Participation online or at County forums increases
- Library usage increased
- Park program attendance increases

Environmentally Conscious Community
Greenhouse Gas Emissions (GHG) are reduced
- Energy consumption by city, county
- Improve County fleet average (MPG)
- Number of green* buildings increase

Conserve and protect natural resources
- Water use by city, county
- Waste diversion rates increase by city, county

Collaborative Community
Responsive, effective and collaborative government
- Center for Continuous Improvement report increased success
- SMCSaves grants result in savings
- Information Technologies (IT) provide increased access
- Collective impact partnerships increase

FISCAL IMPACT:
No net County cost.

RESOLUTION NO. _____

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

* * * * * *

RESOLUTION DIRECTING THE COUNTY MANAGER AND CHIEF INFORMATION OFFICER TO DEVELOP AN OPEN DATA POLICY AND REPORTING PROCESS.

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

WHEREAS, the County desires to better track its progress on goals and outcome measures by having a data policy that requires departmental data to be collected, reported through a standardized methodology and made available to departments, community partners, and the public; and

WHEREAS, an Open Data Policy and reporting process would improve accuracy, reliability, transparency, enable benchmarking and strengthen the County's ability to conduct meaningful comparative analyses; and

WHEREAS, an Open Data Policy also has been shown to increase government efficiency and civic engagement, leading to social and economic benefits as a result of innovative citizen interaction with government such as empowering citizens through democratization of information, fostering citizen participation in County projects, supporting early stage entrepreneurship, encouraging positive environments that contribute to workforce development and job creation, promoting public-private partnerships, and developing intra/inter-governmental relationships;

NOW THEREFORE, IT IS HEREBY DETERMINED AND ORDERED that the Board of Supervisors hereby directs the County Manager and the Chief Information Officer to develop an Open Data Policy and reporting process consistent with the following :

1. Formation of an internal County Open Data Committee to further the goals of County's Open Data Policy and responsible for coordinating the utilization, maintenance, and updates of the County's Open Data website; and

2. Designation of an Open Data Manager in the Information Services Department who will be responsible for assisting departments with implementing the policy and providing data; and

3. The designation of a contact person in each County department, board, commission, and agency who shall act as a liaison between the department, internal and external auditors, County staff, and Measure A oversight committee members, with respect to the data submitted by his/her respective department; and

4. Coordination between ISD's Open Data Manager and department contact persons to ensure a review of departmental data sets for potential inclusion on the County's Open Data website and to ensure department compliance with existing policies governing public records and departmental/agency legal requirements and guidelines.

* * * * * *

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

Date: January 22, 2013
Board Meeting Date: January 29, 2013
Special Notice / Hearing: None
Vote Required: Majority

To: Honorable Board of Supervisors

From: John L. Maltbie, County Manager

Subject: County Manager's Report #1

RECOMMENDATION:
A) Accept this report on an analysis of the FY 2013-14 Proposed State Budget

BACKGROUND:
On January 10, 2013, Governor Brown released his proposed FY 2013-14 spending plan. The Governor's budget proposal includes $99.3 billion in General Fund revenues and other resources and $97.7 billion in total General Fund expenditures, providing for a $1.0 billion reserve. Overall, General Fund spending is projected to grow by 5 percent—the vast majority of the spending growth is in K-12 education, higher education and health care.

In addition to improving economic conditions, the passage of Proposition 30 (The Schools and Local Public Safety Protection Act of 2012) and Proposition 39 (The Clean Energy Jobs Act) increased revenue since the 2012 Budget Act. Together, the Governor's budget proposal expects those measures to generate $3.2 billion in General Fund revenues in 2012-13 and $5.8 billion 2013-14. The budget also proposes to continue the Governor's established procedure of working down the so-called "Wall of Debt" and dedicates $4.2 billion to repay this type of budgetary borrowing, as well as incorporates a long-term plan to continue this process over the next several years.

Overall, the Governor's proposed 2013-14 budget maintains current funding levels for both the CalWORKs program and child care—two programs that have experienced deep spending cuts in recent years—and proposes increased CalWORKs funding to assist counties as they implement significant programmatic changes adopted in 2012. Recognizing problems in the current three stage CalWORKs subsidized childcare structure, the Administration has proposed convening a stakeholder group (to be organized by the Department of Social Services) to discuss opportunities for

streamlining and improving the structure of the system. The Administration also identified childcare as a potential program to realign to counties as part of the health care realignment discussion.

A key provision of the Governor's budget proposal is reforming funding formulas for California's K-12 schools and it provides $1.6 billion in increased funding to implement a new Local Control Funding Formula for both school districts and county offices of education beginning in 2013-14. The new formula—to be phased in over a seven-year period and fully instituted by 2019-20—collapses K-12 revenue limits and most categorical program funding into one formula accompanied by new accountability requirements. It would provide a base grant, with per-student funding varying by grade span, and supplemental funding based on the number of disadvantaged students (e.g., low-income students, English learner students, and students in foster care).

The proposed changes in K-12 funding would increase school revenue limits to include categorical funding that historically has been separate from baseline calculations and funded from other sources. These changes would have a negative impact on the County's Excess ERAF revenues. Since FY 2003-04, the County's General Fund has received $563 million in Excess ERAF with $80 million projected this fiscal year. The potential fiscal impacts of the Governor's proposed new school funding formula to the County's Excess ERAF revenues cannot be quantified at this time; however, my office will be working closely with the Controller's Office and County Counsel to determine what these might be, and with the County's advocates to oppose any redirection of these local property tax revenues to fulfill the State's Proposition 98 funding obligations.

The January budget also proposes to use $526 million in revenues associated with Proposition 39—the recently passed ballot measure that requires most multi-state corporations to use the single sales factor when calculating their taxes—in Proposition 98 calculations, and use all of the revenue to fund energy improvements at schools. Proposition 39 does not specifically allocate these funds towards schools and community colleges; rather it lists eligible entities as schools and other public facilities.

Finally, the Governor's proposed budget does not contain any changes to the current redevelopment dissolution process, but notes that statewide estimates of property tax revenues available for distribution to affected taxing entities should be more accurate, as the Department of Finance now has more information as to the extent of former redevelopment obligations. The January budget also includes funding for Amador and San Mateo Counties to fully fund its Vehicle License Fee swap amounts for 2011-12.

DISCUSSION:

The Governor's FY 2013-14 proposed budget would have the following impacts to County residents, programs and services:

HEALTH SYSTEM

Affordable Care Act Expansion—addresses three major components of the Affordable Care Act (ACA) that will affect the State's Medi-Cal program: 1) the effects of mandatory expansion for existing eligibles; 2) possible options for the optional expansion coverage group; and 3) effects on individuals between 138 and 200 percent of the federal poverty level (FPL) who are moving between Medi-Cal and private coverage subsidized through California Covered (the new name for California's Health Benefit Exchange).

The budget sets forth two possible paths for expanding Medi-Cal eligibility to the non-disabled, childless adult population up to 138% FPL—a State-based option and County-based option. Under the State-based option, the State would offer a standardized, statewide benefit package comparable to that available today under Medi-Cal with the exclusion of long-term care coverage. This option would require a discussion with counties regarding the funding (potentially 1991 Realignment dollars) and delivery of services, including a Realignment-related discussion of what additional programs the counties would assume funding responsibility for (specifically subsidized child care) if the State assumes a greater share of health care costs. The State would also want to capture some portion of county savings and continue to use those funds to pay for health care coverage for those who were previously covered under medically indigent programs. The County-based option would build on the current Low Income Health Programs (LIHPs) operating in 51 counties and require that counties maintain responsibility for medically indigent health care services. It would also require that counties take on new statewide eligibility requirements and offer a minimum set of health benefits for the new expansion group.

The Health System does not accept that these are the only two policy choices and believes that both proposals are inherently problematic. In addition, the Department does not believe that counties will realize the Section 17000 savings assumed by the Administration and that it far too early to know what the net financial effects of the ACA will be on counties. The Department is currently working through CSAC to oppose the Administration's framing of this issue and to provide alternative implementation policy ideas for the expansion.

In-Home Supportive Services—proposes to restore the 3.6 percent across-the-board reduction to IHSS hours that was applied in February 2011. The budget proposes a 20 percent across-the-board reduction in IHSS recipient hours effective November 1, 2013, which been stayed by the courts since December 2011. There are exemptions to the 20 percent reduction in hours through the Supplemental Care program; however, the process for obtaining the exemption requires a great deal of IHSS staff time. There are currently 3,526 active IHSS clients and staff estimates that 80 percent of them could be exempt from the 20 percent reduction in hours.

Coordinated Care Initiative—proposes to move the implementation date for the 8 initial counties from March 2013 to September 2013. Under the new start date, the County's enrolment of dual eligibles (those eligible for both Medi-Cal and Medicare) would occur all at once.

HUMAN SERVICES AGENCY

2011 Realignment—projects that 2011 Realignment revenues (1.0625 percent of sales tax and 0.5 percent of Vehicle License Fees) will grow by approximately 7.2 percent in FY 2013-14. The Department estimates an increase of approximately $1 million in Realignment revenues, including the restoration of Child Welfare Services funding cut in prior years.

Children and Family Services—assumes a downward trend in foster care caseloads; however, the County is currently seeing growing caseloads. It is believed that the high cost of living in the County could be an additional stressor on already fragile families and contributing to the increased caseloads.

CalWORKs—proposes no significant programmatic changes to the structure of the program in FY 2013-14. The budget includes a caseload reduction of .08 percent offset with increased funding for employment services. The County is expected to receive approximately $825,000 in Single Allocation funding depending on distribution methodologies. This new funding will allow the Department to focus on ensuring that more clients fulfill their Work Participation Rate requirement.

Child Care—holds total funding for childcare relatively flat with a small increase in CalWORKs Stage One. For the County this would be an increase of about $180,000.

The proposed budget reduces Stage Two funding due to a projected client migration from Stage Two to Stage Three and increases Stage Three by approximately the same amount. The Department is currently working with childcare providers to better understand the impact of the proposed changes in funding between the stages and the local impact to working families.

Cal-LEARN—proposes to fully fund at FY 2010-11 levels, increasing the County's allocation by approximately $40,000 from $117,000 to $157,000.

Medi-Cal Administration—proposes small increases for FY 2013-14. The County's allocation could grow by $400,000. The proposed State Budget makes no mention of the start-up costs that counties will incur for implementation of ACA. The Department is estimating that between 10,000 and 15,000 households will seek health insurance beginning in October 2013.

The proposed State Budget increases funding to counties for the transition of children from the Healthy Families program to Medi-Cal, as well as case management and

intake activities. The Department estimates it could receive an additional $500,000 in state funding for these activities.

Supplemental Security Income/State Supplementary Payment (SSI/SSP) Program—proposes to pass through federally required cost-of-living adjustments to both grants. The grant increases would become effective December 31, 2013 and January 1, 2014. The combined COLA's would result in a maximum SSI/SSP grant increase of $20 for individuals and $30 for couples in 2013-14.

2011 PUBLIC SAFETY REALIGNMENT

AB 109 Implementation—reiterates the Administration's commitment to public safety realignment (AB 109) and does not make any changes to the current realignment funding formulas. Estimates $77.3 million in growth to the statewide community corrections subaccount in 2012-13. Growth dollars for FY 2012-13 will be distributed to counties in September of this year.

The proposed budget provides a third round of planning grants to community corrections partnerships (CCPs). These grants, budgeted at $7.9 million statewide and administered through the Board of State and Community Corrections, are intended to support counties' ongoing realignment implementation efforts through the work of the CCPs. It is expected that planning grants will be conditioned upon receipt of certain information about local AB 109 plan implementation. The proposed State Budget does not include funding in FY 2013-14 to support statewide realignment training efforts.

The January Budget proposes an augmentation of $4 million in grants to city police agencies for front-line intervention services, for a total of $24 million in 2011-13, and a proposed $27.5 million in 2013-14 statewide. San Mateo County is estimated to receive approximately $202,963 in 2012-13. The funding formula for 2013-14 has not been set and discussions continue with the Administration and Department of Finance on the specific allocations and formula.

PROBATION

Senate Bill 678 Funding—appropriates $35.8 million in 2013-14 as compared to $136 million in FY 2012-13 and makes no changes to current formula. The County received $1.4 million in SB 678 incentive funds in FY 2012-13 and the Department is unclear as to continued state support for the goals of SB 678. The Chief Probation Officers of California and others are currently in discussions with the Administration and the Legislature regarding their concern about the current formula post-realignment and continuing county efforts to support the intent of the legislation.

CHILD SUPPORT SERVICES

Local Child Support Administration (LCSA)—restores LCSA basic administration and child support collections funding to counties. The County's share of basic

administration funding is approximately $267,000 and $400,000 in child support collections funding. It is anticipated that Child Support Automation costs will be held flat at FY 2012-13 levels.

STATE MANDATES

The January Budget proposes to suspend four mandates with recently determined statewide costs estimates totaling $103.8 million in 2013-14 including: 1) Modified Primary Election; 2) Domestic Violence Background Checks; 3) Permanent Absentee Voter II; and 4) Identity Theft.

Additionally, five mandates that have been determined to be reimbursable by the Commission on State Mandates, but have not yet gone through the full Commission process to determine parameters and guidelines or statewide cost estimates, have been suspended. These include: 1) California Public Records Act; 2) Local Agency Ethics; 3) Tuberculosis Control; 4) Interagency Child Abuse and Neglect Investigation Reports; and 5) Voter ID Procedures. The budget notes that these activities are best practices that local agencies should be providing as a matter of course.

The proposed budget continues to provide $48.4 million for mandates that remain in effect, primarily in the areas of public safety and property tax collection. All previously suspended mandates will remain suspended.

PERFORMANCE MEASURE(S):

Measure	FY 2012-13 Actual	FY 2013-14 Projected
Federal/State Measures analyzed and acted on	57	100

FISCAL IMPACT:

Overall, the proposed FY 2013-14 State Budget would hold funding steady for most health and human service programs that have experienced deep cuts over the last several fiscal years. Funding for several programs in the human services area has also been restored and/or increased to accommodate recent programmatic changes. There are several big unknowns, specifically the Administration's plans to implement the Affordable Care Act and the fiscal impact this will have on counties, as well as proposed changes to the state's education funding formula which could alter the County's receipt of Excess ERAF revenues in future years.

RECOMMENDATION:

B) Adopt a Resolution approving the 2013 Legislative Session Program for San Mateo County

BACKGROUND:

The 2013 Legislative Session Program for San Mateo County articulates the state and federal legislative priorities for the County in the coming year. These priorities, in combination with standing positions and policies taken by the Board of Supervisors, guide the County's legislative advocacy efforts.

DISCUSSION:
In the current legislative session, County advocacy efforts will be focused on: 1) ensuring the preservation of Excess ERAF revenues; 2) securing Senate Bill 1022 jail construction and program funds for the building of the County's men's and women's replacement jail facility; and 3) maximizing federal, state and local funding to ensure that all children in the County receive quality child care.

Approval of this Resolution contributes to the Shared Vision of 2025 of a Collaborative Community by providing a basic policy framework on a range of legislative proposals, priorities and policies approved by the Board of Supervisors and that guide County advocacy efforts. The resolution has been reviewed and approved as to form by County Counsel.

PERFORMANCE MEASURE(S):

Measure	FY 2012-13 Actual	FY 2013-14 Projected
Federal/State Measures analyzed and acted on	57	100

FISCAL IMPACT:
None.

RECOMMENDATION:
C) Adopt a Resolution waiving the Request for Proposals (RFP) process and authorizing the County Manager to execute an agreement with Political Solutions, LLC for state advocacy services for the term of January 1, 2013 through December 13, 2013, in the amount of $157,500

BACKGROUND:
Since May 2009, after a request for proposals, your Board authorized the County Manager to contract with Political Solutions, LLC for state advocacy services. Since then, your Board has renewed the County's contract with Political Solutions, LLC on an annual basis.

DISCUSSION:
Political Solutions, LLC has very successfully served as the County's state legislative advocacy firm for over three and a half years. Given the County's continuing funding challenges, staff recommends maintaining the current contract amount of $157,500, or $13,125 per month, for advocacy services in 2013.

Approval of this Resolution contributes to the Shared Vision 2025 of a Collaborative Community by ensuring that the interests of the residents of San Mateo County are effectively represented in the State capitol. The Resolution has been reviewed and approved by County Counsel as to form.

PERFORMANCE MEASURE(S):

Measure	FY 2012-13 Actual	FY 2013-14 Projected
Federal/State Measures analyzed and acted on	57	100

FISCAL IMPACT:

The total cost to the County will be $157,500 per year, $13,125 per month. Funding was included in the FY 2012-13 County Budget.

RESOLUTION NO. _____

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

* * * * * *

RESOLUTION APPROVING THE 2013 LEGISLATIVE SESSION PROGRAM FOR SAN MATEO COUNTY

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

WHEREAS, effective legislative participation and advocacy are critical to county government and many local programs;

WHEREAS, adoption of a state and federal legislative program by the Board of Supervisors is necessary to have successful and effective legislative representation;

WHEREAS, the County Manager's Office with County departments has coordinated the development of the 2013 Legislative Session Program;

WHEREAS, the 2013 Legislative Session Program details the top legislative priorities for the County in the first year of the two-year session, as well as established policy principles that guide the advocacy actions of County staff and the County's advocacy team.

NOW, THEREFORE, IT IS HEREBY DETERMINED AND ORDERED that the Board of Supervisors does hereby adopt and approve the 2013 Legislative Program for the County of San Mateo.

* * * * * *

RESOLUTION NO. _____

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

* * * * * *

RESOLUTION WAIVING THE REQUEST FOR PROPOSALS (RFP) PROCESS AND AUTHORIZING THE COUNTY MANAGER TO EXECUTE AN AGREEMENT WITH POLITICAL SOLUTIONS, LLC FOR STATE ADVOCACY SERVICES FOR THE TERM OF JANUARY 1, 2013 THROUGH DECEMBER 31, 2013, IN THE AMOUNT OF $157,500

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

WHEREAS, following a request for proposals process in April 2009, the Board of Supervisors authorized the County Manager to contract with Political Solutions, LLC for state advocacy services; and

WHEREAS, Political Solutions, LLC has successfully served as the County's legislative advocates for a period of over three and a half years; and

WHEREAS Intergovernmental and Public Affairs has recommended renewal of their contract in 2013; and

WHEREAS, it is in the County's best interest to continue to contract with Political Solutions, LLC for state advocacy services, and thus, has waived the RFP process; and

WHEREAS, the Board has been presented with a form of the Agreement and

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 County Manager is hereby authorized and directed to execute an agreement for state legislative advocacy services with Political Solutions, LLC for and on behalf of the County of San Mateo.

* * * * * *

AGREEMENT BETWEEN THE COUNTY OF SAN MATEO AND POLITICAL SOLUTIONS, LLC

THIS AGREEMENT, entered into this _ day of January, 2013, by and between the COUNTY OF SAN MATEO, hereinafter called "County," and Political Solutions, 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, it is necessary and desirable that Contractor be retained for the purpose of state advocacy (lobbying) services.

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
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 AND FIFTY-SEVEN THOUSAND, FIVE HUNDRED DOLLARS, $157,500.00.

4. Term and Termination

Subject to compliance with all terms and conditions, the term of this Agreement shall be from January 1, 2013 through December 31, 2013.

This Agreement may be terminated by Contractor, the Deputy County Manager for Intergovernmental and Public Affairs or his/her 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, including but not limited to that caused by the concurrent active or passive negligence of County, its officers, agents, employees, or servants, resulting from the performance of any work required of Contractor or payments made pursuant to this Agreement, provided that this shall not apply to injuries or damage for which County has been found in a court of competent jurisdiction to be solely liable by reason of its own negligence or willful misconduct.

The duty of Contractor to indemnify and save harmless as set forth herein, shall include the duty to defend as set forth in Section 2778 of the California Civil Code.

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.

(1) **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.

(2) **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:

(a)	Comprehensive General Liability	$1,000,000
(b)	Motor Vehicle Liability Insurance	$1,000,000
(c)	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.

F. 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 Sates 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:

County Manager's Office
Mary McMillan, Deputy County Manager
400 County Center, 1st Floor
Redwood City, CA 94063

In the case of Contractor, to:

Political Solutions, LLC
Stacy Dwelley
1414 K Street, Suite 400
Sacramento, CA 95814

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

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

Date:_____

ATTEST:

By:_____
Clerk of Said Board

Political Solutions, LLC

_____
Contractor's Signature

Date: 1/22/17

Exhibit "A"

In consideration of the payments set forth in Exhibit "B", Contractor shall provide the following services:

In consultation with the Deputy County Manager for Intergovernmental and Public Affairs, the County's Legislative Coordinator and the Board of Supervisors, the Contractor shall serve as the County's primary state legislative advocate, and shall perform the services which shall include, but not be limited to, the following:

1. As the County's primary state legislative advocate, coordinate all legislative matters with the County Manager's Office;
2. Work with the County staff and the Board of Supervisors to develop a system of "key contacts" in agencies throughout the County and conduct periodic training programs on the state's legislative process;
3. Work with County staff and the Board of Supervisors to develop the County's proactive Legislative Program, which will include legislative and regulatory proposals the County would sponsor, key priorities and general policies. In the developing the Legislative Program, Contractor duties should include a preliminary assessment of the likelihood of success of the proposed proposals, priorities and policies, as well as recommendations for issues not identified by staff;
4. For County-sponsored issues, work with County staff to draft legislation, to develop and implement strategies for passage through the Legislature and for signature by the Governor, and to secure the introduction (including finding needed authors) and passage of such legislative proposals;
5. Continuously monitor, identify, analyze and track state legislation, budget issues, funding opportunities and administrative/regulatory changes to determine the impacts on the County;
6. Attend and monitor all relevant legislative committee hearings and budget negotiations on behalf of the County to determine the impacts on the County and advance the County's interests;
7. Alert the County and its delegation regarding relevant state legislation, budget issues, funding opportunities and administrative/regulatory changes, the anticipated impacts of those issues on the County and other appropriate information;
8. In a timely manner, provide leadership, advice and legislative assistance in the development, evolution and implementation of County positions regarding State legislative and administrative issues;
9. Provide regular and timely recommendations to County staff on County positions and actions related to state and administrative issues;

10. Advance the County' interests and positions on legislative and administrative issues through direct contact with:
    - State Legislators and staff,
    - The Governor and staff,
    - State agencies, and
    - Appropriate and relevant associations, including but not limited to the California State Association of Counties, the Urban Counties Caucus, County Lobbyists Caucus, and others to develop the legislative support needed to advance the County's interests;
11. Making direct contact with the Legislature, State Administration, and others shall include, but not limited to:
    - Writing letters, talking points and legislative analyses. For example, writing letters on all positions taken for every committee hearing, floor hearings and, if relevant, to the State Administration;
    - Testifying at legislative, regulatory and budget hearings on issues that are of interest to the County;
    - Meeting and making personal contacts with relevant persons and organizations;
12. Based on the position of the County, negotiate with others for amendments sought by County; actively work against advancement of issues opposed by the County; and aid advancement of those issues supported by the County;
13. In order to identify issues of concern to the County and to advance the County's interests, maintain strong working relationships with relevant associations and caucuses such as the California State Association of Counties and the Urban Counties Caucus through regular participation in those associations and caucuses meetings, attendance at the California State Association of Counties' annual Legislative Conference and Annual Meeting, and the Urban Counties Caucus May and November in-person Board meetings;
14. Maintain strong working relationships with members and staff of San Mateo County's state legislative delegation as well as other Legislators throughout California and the Governor and other administrative staff in conjunction with advancing the County's legislative and administrative interests;
15. Guide and assist the County in participating directly in the legislative and administrative process including organizing a minimum of two trips per Legislative Session to Sacramento by County staff and the Board of Supervisors, including scheduling meetings, setting meeting agendas, and drafting meeting materials;

16. In coordination with the County Manager's Office, ensure that appropriate lines of communication are maintained with the Board of Supervisors, the Department of Intergovernmental and Public Affairs, and all appropriate County staff. This shall include regular reports to County staff and the Board of Supervisors on issues affecting the County through:
    - Monthly written memoranda detailing state legislation, budget issues and administrative/regulatory changes of concern to the County, recommended strategy to advance the County's interests, the Contractor's actions taken such as contacts with members offices, expected future action, recommended assignments and timeline for such action and other relevant information;
    - An annual end of the session report, summarizing the Contract's actions on behalf of the County and significant actions by the legislature and the administration including: a) budget actions of importance to the County, b) major legislative activity of consequence to the County, and c) results of County legislative requests:
    - Regular conference calls with County staff;
    - E-mails, as needed, and
    - Meetings in the County when appropriate, at times and places to be specified by the County Manager or the Manager's designees. A minimum of two meetings during the term of the agreement will be required.
17. Meet all reporting and filing requirements of the Secretary of State regarding lobbying activities;
18. Provide an initial list of current clients and immediately notify the County of any changes to the list of clients.

The Deputy County Manager for Intergovernmental Affairs and the Legislative Coordinator reserve the right to make minor modifications to the above listed services, which services shall be provided at no additional cost to the County.

Exhibit "B"

In consideration of the services provided by Contractor in Exhibit "A", County shall pay Contractor based on the following fee schedule:

A. In no event shall the total payment to the Contractor under Agreement exceed the maximum contract obligation of ONE HUNDRED AND FIFTY SEVEN THOUSAND, FIVE HUNDRED DOLLARS, $157,500 for the term of the Agreement.
B. The Contractor will be paid $13,125.00 per month for services outlined in Section I or Exhibit A upon receipt and approval of invoices and monthly written memorandum detailed in subsection 16 of Section I of Exhibit A. Invoices may not be submitted prior to the last day of the calendar month in which services were provided.

ATTACHMENT

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

_____
Name of Contractor(s) - Type or Print

_____
Street Address or P.O. Box

_____
City, State, Zip Code

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

Stacy Dudley
Signature

Partner / President
Title of Authorized Official

1/22/13
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."

2013 LEGISLATIVE SESSION PROGRAM

San Mateo County Board of Supervisors
Don Horsley, President & District 3
Dave Pine, District 1
Carole Groom, District 2
Warren Slocum, District 4
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Prepared by: Intergovernmental & Public Affairs
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Introduction

The mission of the County of San Mateo is to protect and enhance the health, safety, welfare and natural resources of the community; and to provide quality services that benefit and enrich the lives of the residents of the County. To be effective in this mission, San Mateo County reviews and establishes priorities and policy statements at the beginning of each legislative year to help guide its advocacy activities at the state and federal levels. The 2013 Legislative Session Program outlines the County's priorities in the coming year and details the County's legislative policies providing general direction for advocacy. The 2013 Legislative Session Program reflects the the County's commitment to our Shared Vision 2025 of a healthy, livable, environmentally conscious and collaborative community.

Advocacy of the County's Interests

While this document attempts to cover the sum of all legislative issues that may have an impact on San Mateo County, it is not comprehensive, complete or final. Throughout the state and federal legislative sessions, the County will review and take positions on various policy and State Budget items. In consultation with its departments and County Counsel, the County Manager's Office (CMO) will provide recommendations to the Board of Supervisors on legislative and policy issues affecting County operations and programs. When a recommended position is consistent with existing County policy—as adopted in the County's Legislative Program—the CMO will prepare a County position letter for signature by the Board President.

If existing policy is not applicable to a particular legislative or State Budget item, the CMO will prepare an analysis, including fiscal, programmatic, and service impact to County operations and services, of the proposal for Board action. Items and positions approved by the Board will be added to the County's Legislative Program.

Before pursuing legislation or taking positions on bills, including those sponsored or supported by professional associations, County departments must first seek and secure approval from the CMO. The County Manager's Office will review the legislation and determine whether the position sought is consistent with existing Board-approved policy.

All legislation on which the County takes a position will be closely tracked by the CMO and reported to the Board of Supervisors and departments through the CMO's monthly Legislative Activity Report.

State and federal advocacy teams represent the County's interests based upon the policies contained in the Board-approved Legislative Session Program. In addition to County position letters, Board members and County staff may be asked to testify or meet with relevant legislators or members of the Executive branch to advocate on issues requiring heightened advocacy.

The following are the top legislative priorites for San Mateo County in the first year of the 2013-14 State Legislative Session:

State Budget. The County will strongly urge the Legislature to explore new revenues and other other alternatives to safety net program funding, rather than continuing to reduce fudning for critical health, welfare and public safety services provided by counties.

Local Property Taxes. The County will strongly oppose legislative actions that change the existing Educational Revenue Augmentation Fund (ERAF) transfer system and redirect these local dollars to the State for payment of State program/service obligations.

Public Safety Realignment—Funding Allocation and Operational Issues. The County will strongly advocate for the establishment and adoption of equitable funding distribution formulas for public safety realignment in FY 2012-13 and beyond.

Health Care Reform Implementation. The County will advocate for appropriate administrative and fiscal support to prepare for federal health care reform, specifically the enrollment of increased numbers of County residents into Medi-Cal, as counties take on this expanded responsibility. The County also supports simplified eligibility rules, streamlined eligibility processes, strengthened leveraging of technology to provide consumer-friendly access and minimized consumer burdens in validating eligibility for facilitating renewal of health insurance coverage.

The County will advocate that the Essential Health Benefits scope of coverage for California Covered and newly eligible Medi-Cal populations must support adequate medical, dental, and behavioral healthcare and community-based supportive services capacity for the covered population, including adequate networks for all essential services within each geographic community. Given the prominent role of key safety net providers in serving the Medi-Cal population, it is critical for these providers to remain financially sustainable to serve an expanded Medi-Cal and subsized population and to serve those not included in the federal reform law's provisions.

Preventing Health Issues. The County supports the development and sustainability of communities through changes in the social and physical environments that promote health. The County supports changes that maximize opportunities for every day physical actvitiy, for improved nutrition, reduced violence, reduced access to alchol and other drugs, increased social connections, and for smoke-free environments. To reduce health inequities driven by wealth dispartiy and a history of discrimination, the County supports stable incomes and housing opportunities for wealth creation, educational attainment and economic development particularly in under resourced communities. In order to protect our natural resources for future generations, the County supports measures that protect and improve air and water quality and mitigate land toxicity.

The County will advocate for systems that prioritize more active and sustainable transportation modes such as walking, biking, and public transit; improving access to fruits and vegetables, especially locally-grown produce; reducing the availability of high calorie and low nutrient foods, especially sugar-sweetened beverages. The County will also advocate to reduce access to tobacco and the abuse of alcohol, especially by youth.

More Intensive Services for Families, the Elderly and Disabled. The County will advocate for the provision of more intensive services to families with minor children, including home visiting and other case management services, particularly for those who are at risk of needing higher levels of service. The County will also advocate for the provision of long-term care for elderly and disabled residents in the least restrictive setting possible.

Assembly Bill 12 Extended Foster Care Provisions—Clean Up. The County will advocate for technical clean up legislation on AB 12's extended foster care provisions. While AB 1712 (Chapter 846, Statutes of 2012) clarified numerous complex issues during the first year of AB 12 implementation; other issues were identified and will require another year of technical clean up.

EDD Data Sharing. The County will advocate for City and County of San Francisco's proposal to require the State Employment Development Department (EDD) to make collected data available to other agencies for the purposes of assessing employment outcomes for participants of subsidized employment and other job training programs.

Suspension of Benefits for County Jail Inmates. The County will advocate for legislation to allow recipients of CalWORKs, CalFresh and Medi-Cal benefits to be suspended rather than terminated when a current enrollee is detained in county jail for a period of less than a year. Under existing law, benefits must be terminated when the county welfare department learns that a recipient has been incarcerated.

CEQA Reform. The County will support efforts to improve the CEQA process while maintaining authority at the local level.

COUNTY LEGISLATIVE POLICIES

Agriculture/Weights and Measures

The County Supports:

1. Preservation of the County's prime agricultural lands through State Budget proposals that provide funding for long-term protection of these lands and restoration of Williamson Act funding.
2. The economic viability of the County's agricultural industry through State budget proposals that provide funding to growers to develop innovative solutions to new industry challenges, including testing a broader variety of crops. The County also supports legislation that encourages new farmers to enter the industry.
3. Local access to fresh and healthy foods for the County's residents, specifically legislation and budget proposals that promote and.or support local agriculture, community and school gardens and farmer's markets.
4. Continued funding of Pes Prevention Program activities at the State level. Specific programs include, Pest Exclusion, Pes Deteetion Trapping and Survey Activities, Rapid Response, Pest Management and Eradication, and public education outreach.
5. Legislative and budgetary proposals that provide long-term stable funding for county pesticide regulatory activities, such as that established in Senate Bill 1049 (Chapter 741, Statutes of 2003) for county agricultural commissioners but never funded by the State.
6. Funding for Weed Management Area groups for the control of harmful non-native, invasive weed pests.
7. Legislation that supports weights and measures programs integrity statewide.

Child Support

The County Supports:

1. The restoration of the "one-time" $14.7 million reduction in funding to statewide local child support agencies. The County supports restoration of this funding based on the same formula used to distribute the funds before they were taken.
2. Allocation of funding to local agencies that takes into account the differences in the cost of doing business in the State's divese counties.
3. Return the County's share of funds received or recovered for aid expended pursuant to Section 11487(a) of the Welfare and Institutions Code.
4. Realignment of the Child Support Program to the County.
5. Change the rate of interest charged on unpaid child support. Currently, California charges 10 percent per year ona simple basis on any unpaid child support, which is high in today's loan market.

Environment

The County Supports:

1. Maitenance of adequate open space/park lands through increased funding for development easements, needed restoration and rehabilitation activties.

2. Efforts to protect, conserve, restore, and enhance the environmental resources of the County, its coast and adjacent waters for environmentally sustainable and prudent use by current and future generations.
3. Changes in policies and practices that result ina net reduction in gloval greenhouse gas emissions; increased energy efficiency and conservation efforts that reduce the State's per-capita need for energies including electric and fossil fuel; increased production and use of renewable energies that grows the renwable energies "market share" of the State's energy consumption profile; and when necessary, nonrenewable energies development that meets environmental reviews, that maintains or exceeds current environmental and/or emission controls, and that best protects our natural environments and offshore areas.
4. Implementation of Assembly Bill 32 (Chapter 488, Statutes of 2006), the Global Warming Solutions Act, that establishes the goal of reducing, by 2020, the State's emission of greenhouse gases (GHGs) to 1990 levels.
5. Exploration of new funding sources to implement local or State government programs that benefit the environment such as: watershed protection, GHGs reduction, National Pollution Discharge Elimination System (NPDES) compliance, and development of alternative energy sources.
6. Implementation of Proposition 39, the Income Tax Increase for Multistate Businesses. The County also supports prioritizing local governments to receive funds for installation of green energy projects.

Health and Hospitals

The County Supports:

1. Implementation of climate changes laws, policies and programs at the federal, state and regional levels that incentivize or require physical changes that promote active transportation, such as walking, biking, and public transit, over more sedentary and less environmentally-friendly forms of transportation. This includes agrressive greenhouse gas emissions targets, performance-based policy standard, allocation of funding, as well as regional approaches to implementation.
2. Taxes and other measures to reduce the attractiveness and availability of high calorie, low nutrient foods, such as sugar-sweetened beverages, portion size limits on sugar-sweetened beverages, a recution in subsidies for commodity crops (particularly corn), and financial support for the provision of produce to low-income residents and publicly-funded settings such as schools, childcare sites and after school programs, as well as for publicly funded food security programs such as WIC and food stamps.
3. Taxes and other measures to reduce the attractiveness and availability of alcohol, particularly for youth, such as a tax or fee on alcholic beverages and limitations on the siting of stores selling liquor.
4. Taxes and other measures to reduce the attractiveness and availability of tobacco, particularly for youth, such as increased taxes or fees on tobacco products and limitations on the siting of stores selling tobacco and on smoking in public places.
5. Implementation of laws, regulations and programs that would allow local jurisdictions from establishing healthy food zones, allowing in only businesses that offer for sale whole or lightly processed foods with no tobacco or alcohol sales.

6. Implementation of laws, regulations and programs that improve the quality and scope of environmental health programs through the State and promote uniformity in implementing such programs.
7. Implementation of laws, regulations and programs that support the principles of Product Stewartship (also known as Extended Producer Responsibility) that directs all participants involved in the life cycle of a product to take shared responsibility for the environmental and human health impacts that result from the production, use and end of life handling of a product.
8. Implementation of laws regulations and programs that provide a uniform approach to the phase out of polystyrene, plastics and packaging of consumer products.
9. Implementation of laws, regulations and programs that promote food safety and food worker rights to health care, paid sick leave and insurance.
10. Implementation of laws, regulations and programs that promote the safe use and sale of produce from small community and school gardens in retail food facilities, farmers markets and schools.
11. Implementation of laws, regulations and programs that promote a philosophy of a Green Chemistry initiative to develop a consistent means for evaluating risk, reducing exposure, encouraging less-toxic industrial processes, and identifying safer, non-chemical alternatives. A Green Chemistry initiative should ensure a comprehensive and collaborative approach to increase accountability and effectiveness of environmental programs across State and local government.
12. Implement laws and regulations which require health as an equally shared consideration in all General Plan development.
13. Funding high-quality medical, dental and mental health supports to families, particularly families with small children.
14. Providing stable funding for home visiting and other case management services for families at risk for poor heath and social outcomes.
15. Reducing costs, increasing revenue and providing flexibility in the use of state and federal funds for the Health System. Some current examples are the Managed Care Plan and Hospital Fee legislation, opportunities associated with the State's 1115 Medicaid waiver, opportunities offered by the Affordable Care Act and increased flexibility in the rules for Federally Qualified Health Centers (FQHC) and Older Americans Act.
16. Improving care for elderly and disabled residents by:
    - Implementing the coordinate care initiative by giving San Mateo the flexibility to spend money on long-term support services in ways that most benefit the client, as is being pursued through serving as a pilot for a coordinated and system of supports for older adults and persons with disabilities with Medi-Cal coverage within the duals pilot.
    - Continuing the Nursing Home Diversion Program. This grant program has helped older Americans and veterans remain independent and to support people with Alzheimer's disease to remain in their homes and communities.
17. Establishing inflation and caseload adjustments for the federal Older Americans Act so this funding stream can keep pace with increases in cost and demand.
18. Modifying laws and regulations so that people with sex offender labels who are no longer a threat to the community can be placed in appropriate care facilities.

19. Improving care for children with special health car needs by unifying California Children's Services (CCS) Administration program with the Health Plan of San Mateo using a CCS waiver for pilot programs (San Mateo/HPSM selected as one of five pilots), and providing outgoing funding for the CCS Medical Therapy Program.
20. Modifying eligibility requirements so that those formerly incarcerated on drug charges are eligible for Medi-Cal, food stamps and other public benefits.
21. Providing financial relief for correctional health responsibilities, such as Medi-Cal-related cost containment/revenue generation methods.
22. Promoting funding for technology and local capacity for outreach and enrollment and retention of health care coverage programs, including funding to support successful enrollments in Medi-Cal.
23. Providing stable funding for Emergency Medical Services (EMS) and related programs including trauma, emergency medical care reimbursement and local EMS agencies.
24. Modifications in statute that would allow paramedics to be used in alternative health care settings and allow them to be involved not only in evaluating and transporting patients to hospitals but in the provision of home care or transportation to alternate destinations when medically appropriate.
25. Providing stable funding and increased access for mental health and drug and alcohol services through full implementation of state and federal mental health and drug and alcohol partiy laws.
26. Providing stable funding for children enrolled in special education programs who require mental health services as well as for alcohol and other drug services.
27. Providing stable funding for locked long-term care and acillary services for people with behavioral health problems.
28. Promoting integration of mental health and alcohol/drug services with primary care services through opportunities presented by the State's Medicaid waivers.
29. Providng stable funding for the local healthcare services and programs that will continue to be needed even after health care reform is fully implemented.
30. Providing support to local healthcare services and programs that will continue to be needed even after health care reform is fully implemented.
31. Providing support to local healthcare services and programs that serve clients in the criminal justice system.
32. Providing stable funding for alcohol and other drug services through California alcohol and other drug services through a California alcohol tax.
33. Providing regulatory protection for the confidentiality of After Action Reports developed in response to an emergency incident to ensure reports are honest and comprehensive without fear of public retaliation or law suits.
34. Increasing options for adult mediation as a strategy for jail diversion including confidentiality protection similar to that provided for juveniles.
35. Implementation of laws, regulations and programs that support affordable and culturally competent health services.
36. Modification in the Brown Act such that people with disabilities who are homebound can participate via technology.

Housing

The County Supports:

1. Solutions and funding for the region's housing crisis that address the needs of homeless, lower-income residents, CalWORKs participants and at-risk populations including the housing needs of farmworkers, people with disabilities and the elderly.
2. Efforts to preserve affordable and accessible housing and the development of new affordable and accessible housing through activities including additonal funding for local housing trust funds, funding of the State housing trust funds, and efforts to increase the amount of multi-family housing in San Mateo County.
3. Smart Growth efforts and other land use decisions that facilitate appropriate mixed-use developments along efficient public transportation corridors.
4. Examination of current rules and standards that benefit lower density development (over high density development) and vehicular movement at the expense of pedestrian traffic an safety. While the County supports development incentives for Smart Growth related activities, the County opposes efforts to diver or restrict funding usage to specific programs.
5. Preserving land use authority of local governments by allowing jurisdictions that have adopted inclusionary zoning ordinances, such as San Mateo County, to take the intended and predictable effect of the ordinance into account when calculating availability of adequate zoned capacity to meet their Regional Housing Needs Allocation. Adopting legislation that would expressly authorize cities and counties to establish inclusionary requirements as a condition of housing development.
6. Expansion of the California Assisted Living Waiver Pilot Project so that senior low-income residents of the County may use Medi-Cal benefits to pay for affordable assisted living services in a residential setting.

Human Services

1. Preservation and increased funding for human service programs realigned to counties in 1991. The County also supports a careful and cautious analysis of any efforts to alter the current system in light of State budget challenges.
2. Adjustments to county human service fund allocations that account for the cost differences among California counties in providing services.
3. Increased flexibility for the administration of CalWORKs. Flexibility in the CalWORKs program should include income eligibility standards for childcare.
4. Preservation of children's protective services, participation and funding.
5. Maximum flexibility to insitute innovative practicesin child welfare and foster care such as "wrap around" services and mult-discipline service approaches.
6. Increased funding and greater funding flexibility for foster care services, which are critical to adequately protect children in need.
7. Elimination of reductions to penalties related to the failure to meet the work participation rate in CalWORKs.
8. Allowing for county flexibility in the work component and permissible activities that contribute to work participation rates in Temporary Assistance to Needy Families legislation.

9. Removal of the eligibility requirement that prevents drug felons from receiving CalFresh and CalWORKs when otherwise eligible.

Public Safety and Justice

The County Supports:

1. Constitutional protections that provide guaranteed and adequate State funding for counties' new responsibilities related to Public Safety Realignment.
2. The development of a permanent and equitable Public Safety Realignment funding formula that rewards strategies to reduce recidivism.
3. Preservation of funding for local public safety efforts, including inmate housing, security, programming, health, juvenile probation and prevention programs, mental health and drug and alcohol programs.
4. Preservation of funding and, in the future, seek additional funding for Proposition 36 implementation. Support statutory chenges that improve operational efficiency and local flexibility of the program.
5. Full State funding for court security costs provided by the County.
6. Full funding for the cost of booking and processing of persons arrested by public entities in the County as authorized in Government Code 29553(b).
7. Increased regulation of firearms and/or domestic violence firearms programs.
8. Efforts to facilitate the construction and operation of adult correctional facilities or youth services facilities, such as increased or reallocated State funding for correctional facilities that are ready for immediate construction or operations.
9. Increased funding for inmate management, programming, supervision, and substance abuse treatment, mental health services, and other support services for inmates.
10. Continued review of the alignment of Chief Probation Officer selection, appointment and retetion authority with funding. The County also supports cautious review of any potential separation of adult and juvenile probation activities.
11. Efforts to align law library costs, including facilities maintenance, with trial courts rather than the County.
12. Corrections reforms established within the Community Corrections Partnership (CCP) that are developed through collaboration State and local governments and criminal justic agencies and are adequately funded to build upon successful, existing programs. Fulll State funding for any new requirements imposed on the Community Corrections Partnership
13. State funding for local jail construction projects, which recognize the importance of inmate programs and services such as educational, vocational and treatment services and provides flexibility that meets the unique characteristics of each county.

Public Works

The County Supports:

1. Statewide policies that ensure rehabilitation, operation and maintenance of local infrastructure as priorities.
2. Balanced with the need for environmental protection, the streamlining and coordination of regulatory requirements so that routine projects can be processed without delay, expectation for routine work can be established and the costs of both initial

construction and ongoing operations and maintenance of local infrastructure can be effectively reduced.

3. Funding for new regulations on storm water management required by the State Regional Water Quality Control Boards.
4. Exploring additional funding sources for continued implementation of the Countywide Integrated Waste Management Plan. The current funding (Assembly Bill 939, Chapter 1095 and Statutes of 1989) is from fees imposed per ton of solid waste disposed in the County. As disposal of solid waste decreases and materials recycled or composted increases, assessment of fees on recycled or composted materials should be considered.
5. Coordinating regulatory agency permitting requirements for maintenance and capital improvement projects to avoid conflicting requirements from State agencies and streamlining delivery of projects.

State Budget

The County Supports:

1. Timely and full funding for State-mandated and partnership programs, increased flexibility and the elimination of programs not properly funded by State and/or Federal funds.
2. The principle that reliable, predictable and equitable funding should be provided to local governments, including schools, cities, special districts and counties. This support includes the proper allocation of existing tax revenues.
3. In concept, the reduction in funding for various programs and activities only when the concomitant requirement to provide such programs and activities is relieved. The Board has not considered what specific programs would be acceptable for reductions in funding and expressly reserves its ability to take a position on this issue should it arise during the current legislative session and any pertinent special sessions.
4. Restoration of historic reductions in local government funding and increased flexibility in implementing and administering services.
5. Full funding for social service programs, specifically Child Welfare Services, Food Stamp Administration, In-Home Supportive Services Administration, and Adult Protective Services to eliminate the Human Services Funding Deficit. Funding for these services is frozen at 2001 cost levels.
6. The existing 1991 realignment funding allocation formula. The County also supports a careful and cautious analysis of any efforts to alter the current system given the State's current budget challenges.
7. Improvements to the Senate Bill 90 (Chapter 1406, Statues of 1972) mandate reimbursement process that simplify the claiming requirements, expedite the process, and provide sufficient reimbursement to counties. The County also opposes the practice of mandate suspension as a State budget solution. Local governments should be provided the opportunity to comment on proposals to suspend mandates and then be provided adequate time to end program services.
8. Increases in alcohol taxes as well as changes in State government's business practices that lead to greater economies and improved program outcomes, should timely and full funding for programs not be maintained.
9. Performance based budgeting at the State level.

Tax and Finance

The County Supports:

1. Preservation of existing revenues and revenue authority. The County opposes efforts to expand Maintenance of Effort (MOE) requirements, as MOEs tend to penalize more progressive counties that implement programs before the statewide program.
2. Maintenance of property tax revenues directed to local government. The County opposes efforts to direct property tax revenues away from local government.
3. The existing Educational Revenue Augmentation Fund (ERAF) transfer system. The County strongly opposes changes and/or the elimination of this transfer.
4. Efforts to allocate funding through block grants, which allow for maximum flexibility in the use of funding within designated programs.
5. Federal funding mechanisms that allow funding to flow directly to local governments rather than through State government.
6. Increased ability to utilize State or local matching funds to draw down additional federal funds.
7. Economic development efforts that grow the California and local economy in a sustainable (environmental and economic) fashion.
8. Increased funding for county infrastructure needs, should such funds be available.

Transportation

The County Supports:

1. Allocation of formulas that ensure the County receives its fair share of infrastructure bond funding by reflecting, in part, the variation in the cost of living and doing business among the State's diverse communities
2. The protection from diversion or borrowing of the federal or State gas tax.
3. Prohibitions on the delayed pass-through of State transportation funding (HUTA) to counties caused by State budget delays.
4. Consideration of additional and/or dedicated statewide ongoing revenue sources that support local operations and maintenance of existing and future infrastructure needs.
5. Updating, adjusting and/or indexing the current gas tax.
6. The Legislative Analysts Office recommendation to require a statewide transportation needs assessment every five years, if the assessment has no fiscal impact on County funds or revenues.

2013 Federal Legislative Priorities

The following are the top federal legislative priorities for San Mateo County in the 113th Congress, 1st Session:

Federal Budget/Fiscal Cliff/Sequestration. The on-going debate in Washington regarding the "fiscal cliff" (the term to describe the mix of $607 billion in U.S. taxes and spending that expired on December 31, 2012) and sequestration (automatic cuts intended to ensure a $1.2 trillion deficit reduction through 2021)-threatens to adversely impact counties. While some programs are not subject to the sequestration process, including many of importance to the County such as Medicaid, Temporary Assistance to Needy Families (TANF), Title IV-E Foster Care and Adoption Assistance, Supplemental Nutrition Assistance Program (SNAP), and Child Support Enforcement; other federally funded programs, such as Workforce Investment Act programs, Ryan White HIV/AIDS grants, Section 8 housing vouchers, Byrne Justice Assistance grants, and State Criminal Alien Assistance Program could be affected and their funding reduced if a long-term deal is not reached.

While the passage of the American Taxpayer Relief Act of 2012 on January 2, 2013 extends the Bush-era tax cuts and delays about $110 billion in across-the-board spending cuts, it has set up another showdown in the coming months over sequestration, the debt ceiling, tax and entitlement reform, and a long-term solution to the nation's debt and deficits. Delays in reaching Congressional consensus on tax and spending policies will harm the country's modest economic recovery. As a result, the County supports a balanced approach to addressing the budget deficit and avoiding sequestration cuts in order to protect the County's key safety net programs.

Medicaid. As one of the big three federal entitlement programs, Medicaid will inevitably be a target for savings in the any future Congressional negotiations. The federal Medicaid program provides the critical funding for health care safety net, reimbursing providers and hospitals for what would otherwise be unreimbursed medical care. The County will oppose efforts to cut Medicaid, including implementation of a block grant, institution of a blended FMAP rate, cuts to Disproportionate Share Hospital funding and cuts that could negatively impact the implementation and success of the Affordable Care Act in 2014.

Health Care Reform Implementation. The County will advocate for full funding for its administration and programs, specifically comprehensive primary care, mental health and substance abuse treatment, among others.

Health & Human Services. The County will advocate for the advancement of preventative health care demonstrations to support wellness across multiple areas such as nutrition, schools, transportation and other infrastructure, conservation, housing, and the built environment. This includes federal proposals and initiatives to update and advance:

- State Children's Health Insurance Program (SCHIPP_
- Older Americans Act

- Second Chance Act
- Safe and Complete Streets Act
- Livable Communities Act
- Local Farms, Food and Jobs Act
- Clean Air Act

In the area of human services, the County will advocate for increased funding for Title XX Social Services Block Grant for foster care and child welfare services and seek modifications to Title IV-E, the Federal Foster Care program, to delete "imminent" as a characterization of at-risk youth; and restoration of federal matching funds for child support incentive programs; and continued exemption of Child Support Enforcement (CSE) spending from any sequester of domestic funding.

TANF Reauthorization. The County will support the reauthorization of the Temporary Assistance for Needy Families (TANF) program which is critical to the provision of income support and other services to low-income families in the County. The program is due for reauthorization in 2013. The County supports great TANF flexibility and increased funding particularly block grants that reflect current purchasing power and index future funding.

Farm Bill Reauthorization. The County will advocate for full funding for the Supplemental Nutrition Assistance Program, or CalFresh, which provides food subsidies to some if the neediest residents in the County. The County will also advocate for program improvements, including simplification of eligibility that could serve to expand enrollment to those who need the nutritional assistance.

The County will advocate for increased funding for invasive pest exclusion and pest prevention programs, an issue of interest to the County's Agriculture, Weights and Measures Commissioner.

The County will also support elements of the Farm Bill that invest in public health and nutrition education, particularly providing health school foods.

Housing. The County supports affordable housing programs, including the Community Development Block Grant, HOME, Emergency Shelter Grants (ESG), Housing Opportunities for People with AIDS (HOPWA) and Sustainable Communities among others.

Public Safety. The County will continue advocacy for funding for all justice programs including Byrne grants, COPS, SCAAP, Homeland Security grants, and Justice Assistance Grants.

Taxes. The County supports the extension of commuter benefits, which provide parity between public transportation and parking; and proposals to adopt Internet sales tax and collection requirements that provide for proceeds to be directed to local governments.

In addition to these federal legislative priorities, the County will seek discretionary grant funding in the following areas:

Education & Training. Funding for community college collaborations to advance economic development research, as well as workforce development needs.

Food & Nutrition. Develop and support proposals to advance healthy eating among all communities—schools, seniors, homeless, veterans and low income residents. The County will advocate for increases in new urban/suburban farming and farmers markets.

Infrastructure. Funding for major County transportation, water resources, and conservation construction projects such as Devil's Slide, Clean Water National Pollution Discharge storm water needs, San Bruno Flood Control District repairs, and Sharp Park Golf Course development.

Planning. Funding for innovative agricultural economic development from the Fish and Wildlife and Park Services within the U.S. Department of Interior; the National Resources Conservation Services within the U.S. Department of Agriculture; the Army Corps of Engineers, and the U.S. Environmental Protection Agency among others.

Public Safety. Funding for additional support for re-entry assistance for men, women and youth ex-offenders.

San Mateo County Board of Supervisors

MINUTES

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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 9:03 a.m.

January 15, 2013

PLEDGE OF ALLEGIANCE

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

PUBLIC COMMENT

Speakers recognized by the President:
Martin Fox, Belmont
Michael Francois, East Palo Alto
Clarice Veloso, HIP Housing

(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

Motion: Tissier / Second: Pine

(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 **(3396)** honoring the San Mateo County Resource Conservation District's selection as California Resource Conservation District of the Year for 2012 (Supervisor Don Horsley)

   Speakers recognized by the President:
   Supervisor Don Horsley, Board of Supervisors
   Kellyx Nelson, Resource Conservation District
   Martha Poyatos, LAFCo

   Motion: Horsley / Second: Groom

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

Speakers recognized by the President:
John Maltbie, County Manager
Supervisor Dave Pine, Board of Supervisors
Supervisor Carole Groom, Board of Supervisors
Supervisor Adrienne Tissier, Board of Supervisors
Diana Bautista, SamCEDA
Dr. Sara Larios Mitchell, StarVista
Lennie Roberts, Committee for Green Foothills
Mark Simon, SamTrans
Julia Bott, San Mateo County Parks Foundation
Nadia Bledsoe, AFSCME Local 829
Rebecca Nassarre, AFSCME Local 829
Lisa Ketcham, Moss Beach
Ken McIntire, Kings Mountain
Maya Altman, Health Plan of San Mateo
James Schuessler, Seton Medical Center
Velet Hazard, SEIU - VHW
Justin Sheaff, San Mateo County Fire / CALFIRE
Clarke Conway, City of Brisbane
Supervisor Don Horsley, Board of Supervisors
Sheriff Greg Munks, Sheriff's Office
Supervisor Warren Slocum, Board of Supervisors

Supervisor Horsley recommended Supervisors Tissier and Slocum be on the Measure A Oversight Committee.

REGULAR AGENDA

COUNTY MANAGER

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

Speakers recognized by the President:
John Maltbie, County Manager
Supervisor Dave Pine, Board of Supervisors
Martin Fox, Belmont

Motion: Tissier / Second: Groom

BOARD OF SUPERVISORS

4. Board Members' Reports

Supervisor Tissier announced that the gun buy-back event, co-sponsored with the Sheriff's Office and Congresswoman Jackie Speier, will take place on Saturday, January 26, 2013 from 10:00 a.m. to 2:00 p.m. at the San Mateo County Event Center.

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.

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 **(3397)** honoring Doug Fry upon his retirement as the City of Belmont's Fire Chief (Supervisor Carole Groom)

8. Ratification of a resolution **(3398)** 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 **(072331)** 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 **(072332)** 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 **(072333)** 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 **(072334)** 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 **(072335)** 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 **(072336)** 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 **(072337)** 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 **(072338)** 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

    This item was continued to the meeting of January 29, 2013 for adoption.

PROBATION

19. Resolution **(072339)** 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 **(072340)** 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 **(072341)** 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

In the case of Sylvia Ortiz v. County of San Mateo, the Board voted unanimously to settle in the amount of $117,500.00.

B) **Conference with Legal Counsel - Anticipated Litigation**

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

This item was not discussed during closed session.

C) **Conference with Labor Negotiators**

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

This item was not discussed during closed session.

D) **Public Employee Appointment**

Title: Chief Probation Officer

The Board recessed to regular closed session at 10:44 a.m.

The Board reconvened the open session at 12:21 p.m.

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

The meeting was adjourned at 12:22 p.m.

COUNTY OF SAN MATEO
Inter-Departmental Correspondence
Agriculture / Weights & Measures

Date: December 26, 2012
Board Meeting Date: January 29, 2013
Special Notice / Hearing: None
Vote Required: Majority

To: Honorable Board of Supervisors

From: Fred W. Crowder, Agricultural Commissioner/Sealer

Subject: Amendment to Agreement with the California Department of Food and Agriculture for the Pierce's Disease/Glassy-winged Sharpshooter Control Program

RECOMMENDATION:
Adopt a Resolution authorizing an amendment to the Agreement with the California Department of Food and Agriculture for the Pierce's Disease/Glassy-winged Sharpshooter Control Program for the term of July 1, 2012 through June 30, 2014 in an amount not to exceed $493,598.56

BACKGROUND:
The glassy-winged sharpshooter is an insect vector for Pierce's disease, which infects and kills grapevines, resulting in significant economic impact on the state's wine grape industry. The sharpshooter spreads the disease as it feeds on ornamental plants and agricultural crops. The goal of the Statewide Control Program is to prevent the spread of the sharpshooter from southern California while research is conducted for effective treatments and controls. The Board approved the first Pierce's Disease/Glassy-winged Sharpshooter Control Program contract in FY 1999-00, and the agreement and the resolution designating the Agricultural Commissioner as the "local public entity" have been renewed for each year since then. The Board approved the initial FY 2012-14 agreement on August 14, 2012.

DISCUSSION:
Under the amended FY 2012-14 two year agreement, the County will receive an additional $48,817.56 for a new total amount not to exceed $493,595.56. Staff conducts daily inspections of incoming nursery stock shipments from infested areas of California as well as detection surveys at County nurseries and urban landscapes. The contract also reimburses the County for two extra-help Pest Detection Specialists who deploy and service glassy-winged sharpshooter insect traps from April through October. This agreement incorporates the FY 2012-14 Pierce's Disease Control Program Work

Plan, which has been approved by the California Department of Food and Agriculture (CDFA).

Approval of this amended Agreement contributes to the Shared Vision 2025 outcome of Environmentally Conscious Community by reimbursing the County for work activities that protect the agricultural industry and the environment from harmful exotic pests that may be introduced into northern California. It is anticipated that program staff will inspect at least 2500 nursery stock shipments and confirm that these shipments are free from glassy-winged sharpshooter.

This Agreement and Resolution have been reviewed and approved by County Counsel as to form.

PERFORMANCE MEASURE(S):

Measure	FY 2012-13 Projected	FY 2013-14 Target
Nursery stock shipments confirmed to be free of glassy-winged sharpshooter	2470	2500

FISCAL IMPACT:

The term of this amended Agreement is July 1, 2012 through June 30, 2014. The annual revenue authorized by this Agreement was included in the Department's Adopted FY 2012-13 Budget. The total agreement amount of $493,595 will reimburse the County for expenses including $271, 206 for the current fiscal year related to the Pierce's Disease/Glassy-winged Sharpshooter Program. This represents an increased reimbursement to County of $48,817 from the initial agreement approved in August 2012.There is no Net County Cost associated with this agreement.

RESOLUTION NO. _____

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

* * * * * *

RESOLUTION AUTHORIZING AN AMENDMENT TO THE AGREEMENT WITH THE CALIFORNIA DEPARTMENT OF FOOD AND AGRICULTURE FOR THE PIERCE'S DISEASE/GLASSY-WINGED SHARPSHOOTER CONTROL PROGRAM FOR THE TERM OF JULY 1, 2012 THROUGH JUNE 30, 2014 IN AN AMOUNT NOT TO EXCEED $493,598.56

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 amendment to the Agreement, reference to which is hereby made for further particulars, whereby the County of San Mateo agrees to conduct detection surveys and nursery stock inspections for the Glassy-winged Sharpshooter to prevent the spread of Pierce's Disease for the California Department of Food and Agriculture (CDFA) set forth in the amendment to the Agreement; and

WHEREAS, both parties now wish to enter into an amendment to the Agreement to conduct detection surveys and nursery stock inspections for the period of July 1, 2012 to June 30, 2014 for a total obligation of $493,595.56 including a revised annual reimbursement of $271,206.56 for the fiscal year 2012-13 and $222,389 for fiscal year 2013-14; and; and

WHEREAS, , this Board has been presented with a form of such amendment to the Agreement and said Board has examined and approved same as to both form and

content and desires to enter into same; and

NOW THEREFORE, IT IS HEREBY DETERMINED AND ORDERED that the President of this Board of Supervisors be and hereby is authorized and directed to execute said amendment to the Agreement with the CDFA in an amount not to exceed $493,595.56 for the Pierce's Disease Control Program for and on behalf of the County of San Mateo, and the Clerk of this Board shall attest to the President's signature thereto.

* * * * * *

Department of Food and Agriculture
COOPERATIVE AGREEMENT
GAU-03 (Rev. 3/12)

AMENDED COOPERATIVE AGREEMENT SIGNATURE PAGE

AGREEMENT NUMBER **12-0125-SF**
AMENDMENT NUMBER **1**

1. This Agreement is entered into between the State Agency and the Recipient named below:

STATE AGENCY'S NAME
DEPARTMENT OF FOOD AND AGRICULTURE (CDFA)

RECIPIENT'S NAME
COUNTY OF SAN MATEO

2. The term of this Agreement is: July 1, 2012 through June 30, 2014

3. The maximum amount of this Agreement is: $493,595.56
Four Hundred Ninety Three Thousand Five Hundred Ninety Five Dollars and Fifty Six Cents

4. The parties agree to comply with the terms and conditions of the following exhibits which are by this reference made a part of the Agreement:

Paragraph three (3) of this Agreement is hereby amended to add $48,817.56 to the original Fiscal Year 12/13 Budget of $222,389.00, for a new total of $271,206.56. A revised Fiscal Year 12/13 Budget, which replaces the original is attached (1 Page). The new Agreement Total is not to exceed $493,595.56.

This increase of funds is to continue survey, inspection and control of glassy-winged sharpshooter.

All other terms and conditions of this Agreement shall remain the same.

Name of Project: Glassy-winged Sharpshooter

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

RECIPIENT

RECIPIENT'S NAME *(County's Name)*
COUNTY OF SAN MATEO

BY *(Authorized Signature)*	DATE SIGNED *(Do not type)*
✍	

PRINTED NAME AND TITLE OF PERSON SIGNING

ADDRESS
728 Heller Street, Redwood City, CA 94063

STATE OF CALIFORNIA

AGENCY NAME
DEPARTMENT OF FOOD AND AGRICULTURE (CDFA)

BY *(Authorized Signature)*	DATE SIGNED *(Do not type)*
✍	

PRINTED NAME AND TITLE OF PERSON SIGNING
KATHY ALAMEDA, MANAGER - FEDERAL FUNDS MANAGEMENT OFFICE

ADDRESS
1220 N STREET, ROOM 120
SACRAMENTO, CA 95814

CJ

ITEM H

PIERCE'S DISEASE CONTROL PROGRAM BUDGET

San Mateo County Proposed PDCP Budget 2012-2013

SURVEY/INSPECTION ACTIVITIES
***Personnel Services**

	Hourly Salary Rate	Number of Hours	Total
Permanent Salaries			
Office Specialist	$24.54	96	$2,355.84
Pest Detection Specialist	$26.58	511	$13,582.38
Pest Detection Supervisor	$32.36	71	$2,297.56
Biologist/Standards Specialist	$37.13	120	$4,455.60
Biologist/Standards Specialist - Unclassified	$30.60	1,370	$41,922.00
Deputy Agricultural Commissioner/Sealer	$43.76	100	$4,376.00
		Permanent Salaries	$68,989.38
Temporary Salaries			
Biologist/Standards Specialist (2)	$22.61	2,080	$47,028.80
Pest Detection Specialist (2)	$22.40	1,935	$43,344.00
		Temporary Salaries	$90,372.80
Staff Benefits			
Permanent Biologist/Standards Specialist @ 54%			$28,679.10
Permanent Pest Detection Specialist @ 58%			$9,210.37
Temporary @ 2.86 % - Extra-Help Biologists			$1,345.02
Temporary @ 2.86 % - Pest Detection Specialists			$1,239.64
		Total Benefits	$40,474.13
Overtime		Total Overtime	$0.00
		Total Personnel Services	**$199,836.31**

Operating Expenses

General Expense/Supplies (general office and field supplies)	$1,773.17
Postage	$100.00
** Vehicle Expense	
County car @ .39/per mile 35,000 miles	$13,650.00
County truck @ .41/per mile 12,000 miles	$4,920.00
Communication	$968.00
Indirect Cost (25%)	$49,959.08
Total Operating Expenses	**$71,370.25**
TOTAL SURVEY	**$271,206.56**

*Subject to change due to salary increases, available work force, labor contract changes,

**Subject to change due to federal mileage rate changes.

COUNTY OF SAN MATEO
Inter-Departmental Correspondence
Assessor -County Clerk - Recorder

DATE: December 28, 2012
BOARD MEETING DATE: January 29, 2013
SPECIAL NOTICE/HEARING: None
VOTE REQUIRED: Majority

TO: Honorable Board of Supervisors

FROM: Mark Church, Chief Elections Officer & Assessor-County Clerk-Recorder

SUBJECT: Election Services for the Coastside Fire Protection District Recall Election on Tuesday, April 9, 2013

RECOMMENDATION:
Adopt a Resolution authorizing the Chief Elections Officer to render specified election services for the Coastside Fire Protection District in conjunction with a Special Election to be held on Tuesday, April 9, 2013.

BACKGROUND:
Pursuant to Section 10002 of the Elections Code, the governing body of any city or district may request the Board of Supervisors of the County to permit the County Elections Official to render specified services to the city or district relating to the conduct of an election. Subject to the approval of the Board of Supervisors, these services shall be performed by the Chief Elections Officer.

DISCUSSION:
In accordance with state law, a resolution was filed by the Coastside Fire Protection District requesting the Chief Elections Officer to perform specified election services in conjunction with a Special Election to be held on April 9, 2013, for the purpose of determining whether Directors Michael Alifano, A. Douglas Mackintosh, and Gary Riddell shall be recalled and, if so, who shall be elected to replace each one who is recalled. The attached resolution authorizes the Chief Elections Officer to render specified election services for the Coastside Fire Protection District in relation to that election.

The request of the above-mentioned governing body is proper. The County's Chief Elections Officer is agreeable to providing the specified election services as requested. All related costs will be reimbursed by the requesting district.

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

Approval of this resolution contributes to the Shared Vision 2025 of a Collaborative Community. Elections are an integral part of our social and civic fiber. The diverse citizenry of the fire district, the district's governing board and the Elections Division must participate as collaborative stakeholders in order to ensure a fair and impartial election.

Performance Measure(s):

Measure	FY 2009 Actual	FY 2013 Projected
Voter turn out for Coastside Fire Protection District	**36.0%**	**51%**

FISCAL IMPACT:

There will be No Net County Cost. All costs for election services will be reimbursed by the Coastside Fire Protection District.

RESOLUTION NO. _____

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

* * * * * *

RESOLUTION AUTHORIZING THE CHIEF ELECTIONS OFFICER TO RENDER SPECIFIED ELECTION SERVICES FOR THE COASTSIDE FIRE PROTECTION DISTRICT IN CONJUNCTION WITH A SPECIAL ELECTION TO BE HELD ON TUESDAY, APRIL 9, 2013

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

WHEREAS, pursuant to state law, the Governing Board Members of the Coastside Fire Protection District adopted Resolution No. 2012-30 calling for a Special Election to be held on April 9, 2013, for the purpose of determining whether or not Directors Michael Alifano, A. Douglas Mackintosh and Gary Riddell shall be recalled and requesting the Board of Supervisors to authorize the County's Chief Elections Officer to render specified services relating to the conduct of said Special Election; and

WHEREAS, the County's Chief Elections Officer is agreeable to providing said election services; and

WHEREAS, in consideration of the services and supplies to be provided by the Chief Elections Officer in conducting said election, the Coastside Fire Protection District will reimburse the County for the costs of said services and supplies.

NOW THEREFORE, IT IS HEREBY DETERMINED AND ORDERED that the Board of Supervisors authorizes the Chief Elections Officer to render specified election

services for the April 9, 2013 Special Election.

* * * * * *

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

Grace Nelson

On the Occasion of Her Retirement After

31 Years of Service to The County of San Mateo

* *

WHEREAS, Grace Nelson was initially hired by the Probation Department in June of 1981 and assigned to the Juvenile Hall; and

WHEREAS, Grace Nelson served San Mateo County as a Deputy Probation Officer from September of 1982 until April of 1998 and was then promoted to Probation Services Manager until 2002; and

WHEREAS, Grace Nelson was hired by the San Mateo County District Attorney's Office in May of 2002 as a Victim Program Services Manager where she has served for over ten years; and

WHEREAS, Grace Nelson has consistently throughout her tenure exhibited excellent managerial skills, the highest professional work ethics, efficiency, and enthusiasm in her work and towards her co-workers; and

WHEREAS, Grace Nelson has lent a sympathetic ear, a soft shoulder to lean on, and a firm hand to hold to many victims of crime in their darkest hour; and

WHEREAS, Grace Nelson is wished much happiness by her colleagues in the District Attorney's office, and for many hours of travel, 49er watching and wine tasting, with her husband Barry and daughter, Christina.

NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors of San Mateo County congratulates and honors Grace Nelson on the occasion of her retirement after thirty one years of extraordinary service to the County of San Mateo. The Board expresses its deepest gratitude and extends sincere and heartfelt wishes to Grace and her family for the best of luck in all future endeavors, plus many additional years of continuous peace, health and happiness.

Dated: DECEMBER 14, 2012

SUPERVISORS:

_____
ADRIENNE J. TISSIER, PRESIDENT

_____
DAVE PINE

_____
CAROLE GROOM

_____
DON HORSLEY

_____
ROSE JACOBS GIBSON

Attest: _____
Deputy Clerk of the Board of Supervisors

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

Donald E. Newman, M.D.

For his 14 years of service as a member of the Peninsula Health Care District's Board of Directors

* *

WHEREAS, DONALD E. NEWMAN was elected to the Peninsula Health Care District's Board of Directors in 1998 and served continuously until February 2013; and

WHEREAS, DONALD E. NEWMAN served as chair of the Peninsula Health Care District's Board of Directors from January 2003 to February 2009; and

WHEREAS, as chair, DONALD E. NEWMAN provided oversight to the negotiations between the District and Mills-Peninsula that resulted in the construction of a new, state-of-the art hospital on District land at no cost to the taxpayer; and

WHEREAS, under DONALD E. NEWMAN's leadership, the PHCD launched its RN Loan Forgiveness Program and MD Recruitment Program; and

WHEREAS, under DONALD E. NEWMAN's leadership, the PHCD approved the development of an Assisted Living/Memory Care Facility on District land, and completed a Dental Care Business Plan that removes barriers to access for the elderly and special needs adults; and

WHEREAS, under DONALD E. NEWMAN's leadership, the PHCD developed a new strategic plan and finance policy that transitions the District's investment focus towards a community-based approach that balances the need for investment in health care infrastructure with the need for investment in basic health services for residents who need it most.

NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors of San Mateo County expresses its sincere gratitude to DONALD E. NEWMAN for his years of dedicated service to the residents of San Mateo County as a member of the Peninsula Health Care District's Board of Directors.

Dated: January 24, 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
Board of Supervisors

Date: December 26, 2012
Board Meeting Date: January 29, 2013
Special Notice / Hearing: None
Vote Required: Majority

To: Honorable Board of Supervisors

From: Supervisor Don Horsley

Subject: Reappointment to the Housing and Community Development Committee

RECOMMENDATION:
Recommendation for the reappointment of Tom Davids representing member at large to the Housing and Community Development Committee, term ending December 31, 2015.

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

COUNTY OF SAN MATEO
Inter-Departmental Correspondence
Board of Supervisors

Date: December 26, 2012
Board Meeting Date: January 29, 2013
Special Notice / Hearing: None
Vote Required: Majority

To: Honorable Board of Supervisors

From: Supervisor Adrienne Tissier

Subject: Reappointment to the Parks and Recreation Commission

RECOMMENDATION:
Recommendation for the reappointment of Michael J. Cooney representing Fifth District to the Parks and Recreation Commission for a term ending January 31, 2016.

BACKGROUND:
The Commission acts in an advisory capacity and make policy recommendations to the Board of Supervisors regarding the management and operation of County natural preserves, marine reserves, open space areas, trails, parks and/or recreation areas and facilities within unincorporated San Mateo County.

DISCUSSION:
Michael Cooney has served on the Parks and Recreation Commission since December 18, 2007 and wishes to be reappointed.

FISCAL IMPACT:
None.

COUNTY OF SAN MATEO
Inter-Departmental Correspondence
County Manager

DATE: January 4, 2013
BOARD MEETING DATE: January 29, 2013
SPECIAL NOTICE/HEARING: None
VOTE REQUIRED: Majority

TO: Honorable Board of Supervisors

FROM: John L. Maltbie, County Manager

SUBJECT: Agreements with the State Board of Equalization for Preparation and Administration Related to the One-Half Cent Retail Transactions (Sales) and Use Tax

RECOMMENDATION:
Adopt a Resolution authorizing the President of the Board of Supervisors to execute agreements with the State Board of Equalization for implementation and administration of a Local Transactions and Use Tax.

BACKGROUND:
In connection with approval by voters of a one-half cent Retail Transactions (Sales) and Use Tax in November 2012, on July 31, 2012 your Board adopted ordinance No. 04630 which codifies this tax in Chapter 5.150 of the County Ordinance Code. The State Board of Equalization (BOE) will be responsible for collecting the tax, and in connection with carrying out this responsibility, it will incur certain costs associated with (1) preparation for collecting the tax and (2) administering the collection the tax. Before undertaking these tasks, the BOE requires that the County enter into two contracts with the BOE in which the County will agree to pay these costs, with one contract covering preparation costs and the other covering ongoing administrative costs.

DISCUSSION:
The County Manager's Office recommends that your Board approve the "Agreement for Preparation to Administer and Operate District's Transactions and Use Tax Ordinance" (Preparatory Agreement) and the "Agreement for State Administration of District Transactions and Use Taxes" (Administration Agreement), both of which mirror form agreements provided by the BOE to the County. Part 1.6 of Division 2 of the Revenue and Taxation Code addresses Transactions and Use Taxes and requires that the County contract with the BOE for administration of a transactions and use tax. The term "District" is defined in Revenue and Taxation Code Section 7252 to include "any city, county, city and county, or other governmental entity authorized to impose transaction and use taxes…." The Preparatory Agreement covers costs associated with preparation occurring prior to the effective date of the tax, while the Administration Agreement covers

costs incurred throughout the 10-year life of the tax.

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

The agreements for BOE's preparation and administrative services in connection with the sales tax contributes to the shared vision of a Collaborative Community, where leaders inform and engage residents and approach issues with fiscal accountability and concern for future impacts.

FISCAL IMPACT:

With respect to the Preparatory Agreement, Revenue and Taxation Code Section 7272 establishes a not-to-exceed amount of $175,000. Revenue and Taxation Code Section 7273 identifies the methodology for the BOE's calculation of charges to be imposed pursuant to the Administration Agreement. Applying the methodology set forth in Section 7273, the BOE estimates it will charge approximately 1.1% or $660,000 of the annual revenue associated with the new tax each year for administration under the terms of the Administration Agreement.

RESOLUTION NO. _____

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

RESOLUTION

AUTHORIZING THE PRESIDENT OF THE BOARD OF SUPERVISORS TO EXECUTE AGREEMENTS WITH THE STATE BOARD OF EQUALIZATION FOR IMPLEMENTATION AND ADMINISTRATION OF A LOCAL TRANSACTIONS AND USE TAX

WHEREAS, on July 31, 2012, the Board of Supervisors approved Ordinance No. 04630 amending the County Municipal Code and providing for a local transactions and use tax; and

WHEREAS, the State Board of Equalization (Board) administers and collects the transactions and use taxes for all applicable jurisdictions within the state; and

WHEREAS, the Board will be responsible to administer and collect the transactions and use tax for the County; and

WHEREAS, the Board requires that the County enter into a "Preparatory Agreement" and an "Administration Agreement" prior to implementation of said taxes, and

WHEREAS, the Board requires that the Board of Supervisors authorize the agreements;

NOW, THEREFORE BE IT RESOLVED by the Board of Supervisors of the County of San Mateo that the attached "Preparatory Agreement" and "Administrative Agreement" are hereby approved and the President of the Board of Supervisors is hereby authorized to execute each agreement, the Clerk of the Board shall attest the President's signature, and the County Manager is hereby authorized to execute minor modifications and amendments to each agreement as necessary to further the intent of this resolution.

* * * * * *

AGREEMENT FOR PREPARATION TO ADMINISTER AND OPERATE DISTRICT'S TRANSACTIONS AND USE TAX ORDINANCE

In order to prepare to administer a transactions and use tax ordinance adopted in accordance with the provision of Part 1.6 (commencing with Section 7251) of Division 2 of the Revenue and Taxation Code, the County of San Mateo, hereinafter called *District*, and the STATE BOARD OF EQUALIZATION, hereinafter called *Board*, do agree as follows:

1. The Board agrees to enter into work to prepare to administer and operate a transactions and use tax in conformity with Part 1.6 of Division 2 of the Revenue and Taxation Code which has been approved by a majority of the electors of the District and whose ordinance has been adopted by the District.

2. District agrees to pay to the Board at the times and in the amounts hereinafter specified all of the Board's costs for preparatory work necessary to administer the District's transactions and use tax ordinance. The Board's costs for preparatory work include costs of developing procedures, programming for data processing, developing and adopting appropriate regulations, designing and printing forms, developing instructions for the Board's staff and for taxpayers, and other appropriate and necessary preparatory costs to administer a transactions and use tax ordinance. These costs shall include both direct and indirect costs as specified in Section 11256 of the Government Code.

3. Preparatory costs may be accounted for in a manner which conforms to the internal accounting and personnel records currently maintained by the Board. The billings for costs may be presented in summary form. Detailed records of preparatory costs will be retained for audit and verification by the District.

4. Any dispute as to the amount of preparatory costs incurred by the Board shall be referred to the State Director of Finance for resolution, and the Director's decision shall be final.

5. Preparatory costs incurred by the Board shall be billed by the Board periodically, with the final billing within a reasonable time after the operative date of the ordinance. District shall pay to the Board the amount of such costs on or before the last day of the next succeeding month following the month when the billing is received.

6. The amount to be paid by District for the Board's preparatory costs shall not exceed one hundred seventy-five thousand dollars ($175,000) (Revenue and Taxation Code Section 7272.)

7. Communications and notices may be sent by first class United States mail. Communications and notices to be sent to the Board shall be addressed to:

STATE BOARD OF EQUALIZATION
P. O. BOX 942879
SACRAMENTO, CALIFORNIA 94279-0073
ATTENTION: EXECUTIVE DIRECTOR

Communications and notices to be sent to District shall be addressed to:

COUNTY MANAGER'S OFFICE, SAN MATEO COUNTY
400 COUNTY CENTER, 1ST FLOOR
REDWOOD CITY, CALIFORNIA 94063
ATTENTION: COUNTY BUDGET DIRECTOR

8. The date of this agreement is the date on which it is approved by the Department of General Services. This agreement shall continue in effect until the preparatory work necessary to administer District's transactions and use tax ordinance has been completed and the Board has received all payments due from District under the terms of this agreement.

SAN MATEO COUNTY	STATE BOARD OF EQUALIZATION
(District)	
By _____	By _____
(Signature)	(Executive Director)
_____	
Don Horsley	
_____	
President, Board of Supervisors	

(Rev. 11/02)

AGREEMENT FOR STATE ADMINISTRATION
OF DISTRICT TRANSACTIONS AND USE TAXES

The Board of Supervisors of the County of San Mateo has adopted, and the voters of the County of San Mateo (hereafter called "District") have approved by the required majority vote, the County of San Mateo Retail Transactions (Sales) and Use Tax Ordinance (hereafter called "Ordinance"), a copy of which is attached hereto. To carry out the provisions of Part 1.6 of Division 2 of the Revenue and Taxation Code and the Ordinance, the State Board of Equalization, (hereinafter called the "Board") and the District do agree as follows:

ARTICLE I

DEFINITIONS

Unless the context requires otherwise, wherever the following terms appear in the Agreement, they shall be interpreted to mean the following:

1. "District taxes" shall mean the transactions and use taxes, penalties, and interest imposed under an ordinance specifically authorized by Revenue and Taxation Code Section 7285, and in compliance with Part 1.6, Division 2 of the Revenue and Taxation Code.

2. "District Ordinance" shall mean the County of San Mateo Retail Transactions (Sales) and Use Tax Ordinance referred to above and attached hereto, as amended from time to time, or as deemed to be amended from time to time pursuant to Revenue and Taxation Code Section 7262.2.

ARTICLE II

ADMINISTRATION AND COLLECTION
OF DISTRICT TAXES

A. **Administration.** The Board and District agree that the Board shall perform exclusively all functions incident to the administration and operation of the District Ordinance.

B. Other Applicable Laws. District agrees that all provisions of law applicable to the administration and operation of the State Sales and Use Tax Law which are not inconsistent with Part 1.6 of Division 2 of the Revenue and Taxation Code shall be applicable to the administration and operation of the District Ordinance. District agrees that money collected pursuant to the District Ordinance may be deposited into the State Treasury to the credit of the Retail Sales Tax Fund and may be drawn from that Fund for any authorized purpose, including making refunds, compensating and reimbursing the Board pursuant to Article IV of this Agreement, and transmitting to District the amount to which District is entitled.

C. Transmittal of money.

1. For the period during which the tax is in effect, and except as otherwise provided herein, all District taxes collected under the provisions of the District Ordinance shall be transmitted to District periodically as promptly as feasible, but not less often than twice in each calendar quarter.

2. For periods subsequent to the expiration date of the tax, whether by District's self-imposed limits or by final judgment of any court of the State of California holding that District's ordinance is invalid or void, all District taxes collected under the provisions of the District Ordinance shall be transmitted to District not less than once in each calendar quarter.

3. Transmittals may be made by mail or electronic funds transfer to an account of the District designated and authorized by District. A statement shall be furnished at least quarterly indicating the amounts withheld pursuant to Article IV of this Agreement.

D. Rules. The Board shall prescribe and adopt such rules and regulations as in its judgment are necessary or desirable for the administration and operation of the District Ordinance and the distribution of the District taxes collected thereunder.

E. Preference. Unless the payor instructs otherwise, and except as otherwise provided in this Agreement, the Board shall give no preference in applying money received for state sales and use taxes, state-administered local sales and use taxes, and District transactions and use taxes owed by a taxpayer, but shall apply moneys collected to the satisfaction of the claims of the State, cities, counties, cities and counties, redevelopment agencies, other districts, and District as their interests appear.

F. Security. The Board agrees that any security which it hereafter requires to be furnished by taxpayers under the State Sales and Use Tax Law will be upon such terms that it also will be available for the payment of the claims of the District for District taxes owing to it as its interest appears. The Board shall not be required to change the terms of any security now held by it and District shall not participate in any security now held by the Board.

G. Records of the Board.

When requested by resolution of the legislative body of the District under section 7056 of the Revenue and Taxation Code, the Board agrees to permit authorized personnel of the District to examine the records of the Board, including the name, address, and account number of each seller holding a seller's permit with a registered business location in the District, pertaining to the ascertainment of transactions and use taxes collected for the District. Information obtained by the District from examination of the Board's records shall be used by the District only for purposes related to the collection of transactions and use taxes by the Board pursuant to this Agreement.

H. Annexation. District agrees that the Board shall not be required to give effect to an annexation, for the purpose of collecting, allocating, and distributing District transactions and use taxes, earlier than the first day of the calendar quarter which commences not less than two months after notice to the Board. The notice shall include the name of the county or counties annexed to the extended District boundary. In the event the District shall annex an area, the boundaries of which are not coterminous with a county or counties, the notice shall include a description of the area annexed and two maps of the District showing the area annexed and the location address of the property nearest to the extended District boundary on each side of every street or road crossing the boundary.

ARTICLE III

ALLOCATION OF TAX

A. Allocation. In the administration of the Board's contracts with all districts that impose transactions and use taxes imposed under ordinances, which comply with Part 1.6 of Division 2 of the Revenue and Taxation Code:

1. Any payment not identified as being in payment of liability owing to a designated district or districts may be apportioned among the districts as their interest appear, or, in the discretion of the Board, to all districts with which the Board has contracted using ratios reflected by the distribution of district taxes collected from all taxpayers.

2. All district taxes collected as a result of determinations or billings made by the Board, and all amounts refunded or credited may be distributed or charged to the respective districts in the same ratio as the taxpayer's self-declared district taxes for the period for which the determination, billing, refund, or credit applies.

B. Vehicles, Vessels, and Aircraft. For the purpose of allocating use tax with respect to vehicles, vessels, or aircraft, the address of the registered owner appearing on the application for registration or on the certificate of ownership may be used by the Board in determining the place of use.

ARTICLE IV

COMPENSATION

The District agrees to pay to the Board as the Board's cost of administering the District Ordinance such amount as is provided for by law. Such amounts shall be deducted from the taxes collected by the Board for the District.

ARTICLE V

MISCELLANEOUS PROVISIONS

A. Communications. Communications and notices may be sent by first class United States mail to the addresses listed below or to such other addresses as the parties may from time to time designate. A notification is complete when deposited in the mail.

Communications and notices to be sent to the Board shall be addressed to:

State Board of Equalization
P.O. Box 942879
Sacramento, California 94279-0073
Attention: Executive Director

Communications and notices to be sent to the District shall be addressed to:

County Manager's Office, San Mateo County
400 County Center, 1st Floor
Redwood City, California 94063
Attention: County Budget Director

Unless otherwise directed, transmittals of payment of District transactions and use taxes will be sent to the address above.

B. Term. The date of this Agreement is the date on which it is approved by the Department of General Services. The Agreement shall take effect on April 1, 2013. This Agreement shall continue until December 31 next following the expiration date of the District Ordinance, and shall thereafter be renewed automatically from year to year until the Board completes all work necessary to the administration of the District Ordinance and has received and disbursed all payments due under that Ordinance.

C. Notice of Repeal of Ordinance. District shall give the Board written notice of the repeal of the District Ordinance not less than 110 days prior to the operative date of the repeal.

ARTICLE VI

ADMINISTRATION OF TAXES IF THE
ORDINANCE IS CHALLENGED AS BEING INVALID

A. Impoundment of funds.

1. When a legal action is begun challenging the validity of the imposition of the tax, the District shall deposit in an interest-bearing escrow account, any proceeds transmitted to it under Article II. C., until a court of competent jurisdiction renders a final and non-appealable judgment that the tax is valid.

2. If the tax is determined to be unconstitutional or otherwise invalid, the District shall transmit to the Board the moneys retained in escrow, including any accumulated interest, within ten days of the judgment of the trial court in the litigation awarding costs and fees becoming final and non-appealable.

B. Costs of administration. Should a final judgment be entered in any court of the State of California, holding that District's Ordinance is invalid or void and requiring a rebate or refund to taxpayers of any taxes collected under the terms of this Agreement, the parties mutually agree that:

1. Board may retain all payments made by District to Board to prepare to administer the District Ordinance.

2. District will pay to Board and allow Board to retain Board's cost of administering the District Ordinance in the amounts set forth in Article IV of this Agreement.

3. District will pay to Board or to the State of California the amount of any taxes plus interest and penalties, if any, that Board or the State of California may be required to rebate or refund to taxpayers.

4. District will pay to Board its costs for rebating or refunding such taxes, interest, or penalties. Board's costs shall include its additional cost for developing procedures for processing the rebates or refunds, its costs of actually making these refunds, designing and printing forms, and developing instructions for Board's staff for use in making these rebates or refunds and any other costs incurred by Board which are reasonably appropriate or necessary to make those rebates or refunds. These costs shall include Board's direct and indirect costs as specified by Section 11256 of the Government Code.

5. Costs may be accounted for in a manner, which conforms to the internal accounting, and personnel records currently maintained by the Board. The billings for such costs may be presented in summary form. Detailed records will be retained for audit and verification by District.

6. Any dispute as to the amount of costs incurred by Board in refunding taxes shall be referred to the State Director of Finance for resolution and the Director's decision shall be final.

7. Costs incurred by Board in connection with such refunds shall be billed by Board on or before the 25th day of the second month following the month in which the judgment of a court of the State of California holding District's Ordinance invalid or void becomes final. Thereafter Board shall bill District on or before the 25th of each month for all costs incurred by Board for the preceding calendar month. District shall pay to Board the amount of such costs on or before the last day of the succeeding month and shall pay to Board the total amount of taxes, interest, and penalties refunded or paid to taxpayers, together with Board costs incurred in making those refunds.

SAN MATEO COUNTY
(District)

By _____
(Signature)

Don Horsley

President, Board of Supervisors

STATE BOARD OF EQUALIZATION

By _____
Executive Director

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

DATE: January 14, 2013
BOARD MEETING DATE: January 29, 2013
SPECIAL NOTICE/HEARING: None
VOTE REQUIRED: Majority

TO: Honorable Board of Supervisors

FROM: John L. Maltbie, County Manager

SUBJECT: Continuation of Joint Grant Making Opportunity with the Silicon Valley Community Foundation for Food and Shelter Services

RECOMMENDATION:
Direct the County Manager to continue the joint grant program with the Silicon Valley Community Foundation for food and shelter services and return to a future Board meeting with an Appropriation Transfer Request in an amount matching the Foundation funding for San Mateo County projects for this program.

BACKGROUND:
In March of 2009, in response to the economic downturn, your Board appropriated $500,000 in General Funds to assist County residents with food, shelter and other needs through grants to community based non-profit organizations (CBOs). The County appropriation was matched by the Silicon Valley Community Foundation (SVCF), for a total funding pool of $1 million for San Mateo County CBOs. The County and SVCF jointly awarded $750,000 for food and shelter assistance and the County individually awarded $250,000 to 32 local agencies providing health care and other support services. Those grants provided groceries, meals, shelter beds and client visits for support services for 11,664 County residents in need.

In 2012, due to the slow pace of the economic recovery, the Board approved $500,000 in matching funds for another round of the SVCF Food and Shelter grant program. Those grants were awarded to 19 agencies including the eight core services agencies, six agencies providing food assistance and four agencies that focus on shelter assistance and services. There were 11,664 total clients assisted with 13,684 bags of groceries, 35,863 meals, and 43,005 shelter bed nights.

DISCUSSION:
In 2009, the unemployment rate in San Mateo County peaked at just over 9%, but the economic recovery has been slow. Data from the California Employment Development Department indicates that over 24,500 residents of San Mateo County remain unemployed, with an average unemployment rate of 6.2%. There are some communities

in the County where unemployment is as high as 14.9%. So while more residents are now employed than in 2009, many County residents are still affected by the economic downturn. Another indicator of this ongoing need is the continued influx in applications for CalFresh and Medi-Cal assistance, which are up 7.6% and down 8.5% respectively in FY 2011-12 over the prior year.

Due to this ongoing need, the SCVF has asked if the County wants to contribute again to their Food and Shelter grant program in 2013. The Foundation expects to commit $500,000 for San Mateo County programs and will also provide an equal amount for Santa Clara County programs. The recommendation is that the County again match the Foundation funding for San Mateo County and contribute $500,000 to create a total funding pool of $1 million for County agencies.

As in past years, the SVCF/County grant program would supplement, not replace, funding for non-profit organizations and the funding criteria, noted below, would be the same as was approved by your Board in 2012.

- Help low-income and disadvantaged children and adults meet their basic food and shelter needs
- Assist newly vulnerable families and individuals who are struggling due to the economic situation
- Support agencies serving residents in areas of the County where needs are greatest
- Support programs assisting recently released inmates from correctional institutions
- Give priority to organizations that have existing funding relationships with the County, the Foundation or both funders

The projects funded with the County match would be brought to your Board for final approval in the late spring. The grants would be awarded in July of 2013 to coincide with SVCF's grant approval and award schedule.

The proposed grant program with the SVCF meets with County Vision of a Collaborative Community by consolidating County and Foundation resources to help meet the food and shelter needs of County residents.

FISCAL IMPACT:

Funding for the $500,000 County contribution to the joint grant program would come from General Fund reserves. An Appropriation Transfer Request will be prepared separately in May.

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

DATE: January 3, 2013
BOARD MEETING DATE: January 29, 2013
SPECIAL NOTICE/HEARING: None
VOTE REQUIRED: Majority

TO: Honorable Board of Supervisors

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

SUBJECT: **Executive Summary** – Water Rates and Charges for County Service Area No. 7, La Honda Area

RECOMMENDATION:
Acting as the Governing Board of County Service Area No. 7:

A) Introduction of an Ordinance amending Sections 4.104.010 and 4.104.020 of Chapter 4.104 of Title 4, of the San Mateo County Ordinance Code, setting the water rates for FYs 2012-13 through 2014-15 for County Service Area No. 7 and waiver of reading the Ordinance in its entirety; and

B) Adopt a Resolution setting Tuesday, March 26, 2013, at 9:00 a.m., at your regularly scheduled Board meeting, as time and place for a public hearing on the water rates and meter service charges for County Service Area No. 7.

BACKGROUND:
On June 24, 1997, your Board adopted Ordinance No. 03781 adopting the water regulation and rates for County Service Area No. 7 (CSA 7).

On June 1, 1999, your Board adopted Ordinance No. 03909 adopting the current water rates and charges for CSA 7. The cost to operate and maintain the water treatment plant is shared between CSA 7 and the County's Probation Department for providing potable water to the Camp Glenwood Boys Ranch facility. Revenue generated from the residential customers with the current rates is not sufficient to adequately operate, maintain, and administer the CSA 7 water system and pay their share of the treatment costs.

DISCUSSION:
Public Input Process
Department staff have been meeting with the CSA 7 Customer Advisory Committee (Committee) since August 2011 to discuss the operation of CSA 7 and the need to increase water rates. These communications have taken place through letters,

Committee and public meetings, electronic mail, and telephone conversations. Staff has met with the Committee and provided them with detailed information regarding CSA 7 operations, regulatory requirements, budget information, and rate increase scenarios. Additionally, the Department sent letters to all property owners and customers of CSA 7 informing them of a public meeting held by the Department at the La Honda Fire Station the evening of December 11, 2012.

The Department's work with the Committee for the past several months has been focused on alternatives to major rate increases and considering different rate increase scenarios. The Committee members understand and agree that it is crucial to CSA 7's fiscal health that rate adjustments be for multiple years and be achieved before the end of this fiscal year. The Committee has, by majority vote, approved the Department's recommendation of a 66% increase during the 1st year after new rates are approved and a 33% increase in the 2nd and 3rd years to the water rate and meter service charges. The Committee also recommended that the Department focus on reducing expenses and develop a policy of periodic rate reviews to ensure CSA 7 achieves and maintains fiscal health.

In cooperation with the Committee, CSA 7 has implemented several cost saving measures which have included the installation of a remote monitoring and alarm system, shut-off valves, replacement of old meters, and enlisted the support of community volunteers in assisting with locating leaks, distribution of important information, and conducting customer outreach.

The following are the current and proposed water service rates for CSA 7:

Water Service Description	Current Rates	Proposed Rates		
		FY 2012-13	FY 2013-14	FY 2014-15
Monthly Meter Service Charge	$20.00	$33.20	$44.16	$58.73
Water Rate per Unit (1 Unit = 748 gallons)	$4.80	$7.97	$10.60	$14.10

We are proposing that the rate increases become effective with the June billings for each fiscal year. The water rates, meter service charges, and other associated CSA 7 charges are described in the Ordinance.

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

Your Board's setting of the water service rates contributes to the Shared Vision 2025 outcome of a Healthy Community by providing revenue to CSA 7 and allowing for the continuation of service to CSA 7 customers.

FISCAL IMPACT:
There is no direct impact to the General Fund.

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

Date: January 3, 2013
Board Meeting Date: January 29, 2013
Special Notice / Hearing: None
Vote Required: Majority

To: Honorable Board of Supervisors

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

Subject: Water Rates and Charges for County Service Area No. 7, La Honda Area

RECOMMENDATION:
Acting as the Governing Board of County Service Area No. 7:

A) Introduction of an Ordinance amending Sections 4.104.010 and 4.104.020 of Chapter 4.104 of Title 4, of the San Mateo County Ordinance Code, setting the water rates for FYs 2012-13 through 2014-15 for County Service Area No. 7 and waiver of reading the Ordinance in its entirety; and

B) Adopt a Resolution setting Tuesday, March 26, 2013, at 9:00 a.m., at your regularly scheduled Board meeting, as time and place for a public hearing on the water rates and meter service charges for County Service Area No. 7.

BACKGROUND:
The La Honda water system was originally constructed in the 1920's to serve summer homes located near La Honda, Alpine and San Gregorio Creeks. The County acquired the system in conjunction with the acquisition of Sam McDonald Park in 1958, and formed County Service Area No. 7 (CSA 7) in 1965. CSA 7 was formed to provide potable water service to approximately 69 residential customers in the La Honda community within the boundaries of CSA 7 and to the County owned and operated Camp Glenwood Boys Ranch and Sam MacDonald Park located outside of the CSA 7 boundaries.

On June 24, 1997, your Board adopted Ordinance No. 03781 adopting the water regulations and rates for CSA 7. The Ordinance established a CSA 7 Customer Advisory Committee (Committee) to be an advisory group to the Director of Public Works and review future rate and operational changes proposed for CSA 7.

On June 1, 1999, your Board adopted Ordinance No. 03909 adopting the current water rates and charges for CSA 7. The cost to operate and maintain the water treatment plant is shared between CSA 7 and the County's Probation Department for providing potable water to the Camp Glenwood Boys Ranch facility. Revenue generated from the residential customers with the current rates is not sufficient to adequately operate, maintain, and administer the CSA 7 water system and pay their share of the treatment costs.

Your Board is being asked to take the following actions to set the water rates and meter service charges in CSA 7:

1. Amend the Ordinance Code to set the water rates and meter service charges for FY 2012-13 through FY 2014-15.

2. Set the second reading and adoption of Amended Ordinance for March 26, 2013.

3. Hold a public hearing and receive testimony on the water rate and meter service charge increases for CSA 7.

4. After considering all written and oral objections to the water rates and meter service charges for CSA 7, close the public hearing and determine if there is a majority protest to the proposed water rates and meter service charges.

5. If there is a majority protest, terminate your consideration of imposing the water rate and meter service charge increases and set the water rates and meter service charges for CSA 7 at the same levels currently in effect.

Article XIIIC and XIIID of the State Constitution (Proposition 218), requires notices be sent to property owners and tenants directly liable for payment alerting them of the public hearing to consider any new or increased property related fees, and a mechanism for rejecting the fees via a "majority protest" at the public hearing. We are recommending that your Board direct us to notify each affected property owner and customer in CSA 7 of the proposed water rates and meter service charges by mail and to explain that protests to the rates and meter charges must be in writing.

If there were a successful majority protest, the Board would be prevented from setting the water rates and meter service charges.

DISCUSSION:

Water Rates and Meter Service Charges

The most recent adjustments to the CSA 7 water rates and meter service charges were made in 1999. The current charges are comprised of a water rate charged per unit of water consumed (1 unit = 100 cubic feet or 748 gallons of water) and a monthly meter service charge. Customers are billed every three months or four times per year. Water billings are the only revenue source for CSA 7. The current water rate is $4.80 per unit

of water and $20.00 for the monthly meter service charge for a residential meter. The current and proposed water rates and meter service charges for CSA 7 are as follows:

WaterService Description	Current Rates	Proposed Rates		
		FY 2012-13	FY 2013-14	FY 2014-15
Monthly Meter Service Charge	$20.00	$33.20	$44.16	$58.73
Water Rate per Unit (1 Unit=748 gallons)	$4.80	$7.97	$10.60	$14.10

The proposed rate increase is significant, but necessary to adequately support CSA 7. The average residential customer that uses 10 units of water per month currently pays $68.00 per month, which is comprised of $48.00 (10 units @ $4.80) for water and $20.00 for the monthly meter service charge. With the proposed rate increase the same customer using the same number of units of water per month would pay $112.90, which is comprised of $79.70 (10 units @ $7.97) for water and $33.20 for the monthly meter service charge. Without the substantial rate increase, the fund balance will be entirely exhausted by 2014. The significant factors influencing the need for a rate increase are summarized below.

CSA 7 System and Compliance

The County improved the system serving CSA 7, Camp Glenwood, and Sam McDonald Park by constructing a 500,000-gallon steel water storage tank in 1967 and a water treatment plant in 1993 to meet Federal and State regulations. A master plan was completed by Brown and Caldwell in 1998 for CSA 7, which recommended replacement of various sections of the distribution system with larger diameter pipes and repairs to the storage tanks and treatment plant. The source of water for the system is Alpine Creek. Water is pumped from the Creek, treated and delivered to customers through approximately 13,000 feet of water mains predominantly located in rugged terrain, including the Park, and varying in size from ¾" to 4" in diameter.

The California Department of Public Health (DPH) assumed regulatory responsibility for small water systems from the County's Environmental Health Division on July 1, 2011. CSA 7's water system consist of old small diameter pipes throughout the system that do not supply adequate pressure to remote service areas and are prone to breaks that cause water service interruptions, which require customer notifications as mandated by the DPH.

As a result of the DPH's regulatory involvement, CSA 7 is required to perform specific water quality testing more frequently, implement an Operation and Maintenance Plan (Plan), provide 24 hour supervision by a certified operator during water treatment operations, complete a watershed sanitary survey, implement a cross connection control program, and make necessary improvements to the system to ensure

compliance with Federal and State regulations. These requirements have resulted in a substantial increase in staff time and contract services.

Your Board adopted Resolution No. 072210 on October 23, 2012, executing a three year agreement with Bracewell Engineering Inc. (Bracewell) for operation and maintenance services for County maintained small water and wastewater systems as it is not feasible for the Department staff to be certified operators. Bracewell had been providing certified operators to CSA 7 and CSA 11 since October of 2011, shortly after the Department's certified operator left County employment.

Public Input Process

Department staff have been meeting with the Committee since August 2011 to discuss the operation of CSA 7 and the need to increase water rates. These communications have taken place through letters, Committee and public meetings, electronic mail, and telephone conversations. Staff has met with the Committee and provided them with detailed information regarding CSA 7 operations, regulatory requirements, budget information, and rate increase scenarios. Additionally, the Department sent letters to all property owners and customers of CSA 7 informing them of a public meeting held by the Department at the La Honda Fire Station the evening of December 11, 2012.

The Department's work with the Committee for the past several months has been focused on alternatives to major rate increases and considering different rate increase scenarios. The Committee members understand and agree that it is crucial to CSA 7's fiscal health that rate adjustments be for multiple years and be achieved before the end of this fiscal year. The Committee has, by majority vote, approved the Department's recommendation of a 66% increase during the 1st year after new rates are approved and a 33% increase in the 2nd and 3rd years to the water rate and meter service charge. The Committee also recommended that the Department focus on reducing expenses and develop a policy of periodic rate reviews to ensure CSA 7 achieves and maintains fiscal health.

In cooperation with the Committee, CSA 7 has implemented several cost saving measures which have included the installation of a remote monitoring and alarm system, shut-off valves, replacement of old meters, and enlisted the support of community volunteers in assisting with locating leaks, distribution of important information, and conducting customer outreach.

The San Mateo County Local Agency Formation Commission approved a Municipal Service Review and Sphere of Influence Update for CSA 7 (Update) at their November 16, 2011 meeting. The Update evaluated the CSA 7 past and current budget, included a water rate comparison, and discussed options for shared services. The Update recommended that CSA 7 proceed with a rate increase immediately.

The proposed water rates and meter service charges were communicated to the property owners and customers through a separate mailing by the Department. The

proposed water rates and meter service charges must support the following, at a minimum:

1. Continued routine and emergency operation and maintenance of the CSA 7 system per the requested Plan by DPH, including the preparation of the Plan.

2. Administration of CSA 7 to comply with reporting requirements, customer support, and customer billing.

3. Upgrades to raw and treated water storage tanks.

4. Upgrades and repairs to raw water intake and treatment plant equipment.

5. Minimum fund reserve to respond to emergency events.

6. Long term capital improvements, including the replacement of existing water mains, the completion and implementation of a cross connection control program and watershed sanitary survey, and addressing water pressure and water quality compliance issues.

The Department is recommending that the proposed rates be approved and be evaluated annually to determine their adequacy. We anticipate that the increased rates will encourage water conservation and revenue estimates have been based on a reduction in water use. It will be beneficial to review actual usage inclusive of winter and summer consumption patterns. Additionally, the Department intends to continue exploring options for maintaining the system that may be more cost effective while still complying with the requirements of the DPH.

We are proposing that the proposed rates increases be used to calculate charges beginning with the June billings for each fiscal year (June 2013, 2014, and 2015). The June billings will be based on water consumption during the approximate period of April through June of each year. Staff will continue to work with the Committee to evaluate the financial condition of CSA 7 and develop long-term rates that will be acceptable to the ratepayers while adequately meeting the financial obligations of CSA 7.

The water rates, meter service charges, and other associated CSA 7 charges are described in the Ordinance.

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

Your Board's setting of the water service rates contributes to the Shared Vision 2025 outcome of a Healthy Community by providing revenue to CSA 7 and allowing for the continuation of service to CSA 7 customers.

FISCAL IMPACT:
The following are the current and proposed water service rates for CSA 7:

WaterService Description	Current Rates	Proposed Rates		
		FY 2012-13	FY 2013-14	FY 2014-15
Monthly Meter Service Charge	$20.00	$33.20	$44.16	$58.73
Water Rate per Unit (1 Unit=748 gallons)	$4.80	$7.97	$10.60	$14.10

A residential customer that uses 10 units of water per month currently pays $68.00 per month and would pay $112.90 per month with the proposed rates.

We estimate that it will cost approximately $200 ($3 per rate payer in CSA 7) to prepare, print and mail individual notices to each property owner and account holder in CSA 7. This cost will be paid from the revenue of CSA 7.

The proposed rates are anticipated to generate the additional revenues required to fund all routine and non-emergency operation and maintenance activities to meet current Federal and State regulations for FY 2012-13 through FY 2013-14 with small amounts for reserves and capital improvements. However, annual evaluations of the rates will need to be conducted to determine the adequacy of the rates. The proposed rates are not sufficient to fund all of the capital improvement projects recommended by the CSA 7 master plan.

There is no direct impact to the General Fund.

ORDINANCE NO. _____

BOARD OF SUPERVISORS, COUNTY OF SAN MATEO, STATE OF CALIFORNIA ACTING AS THE GOVERNING BOARD OF COUNTY SERVICE AREA NO. 7

* * * * * *

ORDINANCE AMENDING SECTIONS 4.104.010 AND 4.104.020 OF CHAPTER 4.104 OF TITLE 4, OF THE SAN MATEO COUNTY ORDINANCE CODE, SETTING THE WATER RATES FOR FYS 2012-13 THROUGH 2014-15 FOR COUNTY SERVICE AREA NO. 7

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

SECTION 1. Section 4.104.010 "Definitions", subsection (b) of Title 4, Sanitation and Health, of the San Mateo County Ordinance Code is hereby amended to read as follows:

(b) District shall mean County Service Area No. 7

Section 4.104.020 of Title 4, Sanitation and Health, of the San Mateo County Ordinance Code is hereby amended to read as follows:

(2) Facilities Buy-in Charge.

Service Size	Charge
All Meter Sizes	$3,100.00

Buy-In Charges reflect July 1, 2011 ENR Construction Cost Index. Buy-In Charges to be adjusted annually on July 1 according to the ENR Construction Cost Index.

(3) Account Set-up Fee.

Meter Size	Charge
All Meter Sizes	$75.00

(5) Flat Monthly Service Charge.

CSA 7	*2012-13*	*2013-14*	*2014-15*
All Meter Sizes	$33.20	$44.16	$58.73

Rates for each fiscal year effective with June billings

(6) Water Charge.

CSA 7	*2012-13*	*2013-14*	*2014-15*
Unit (per 100 cubic foot unit of water delivered)	$7.97	$10.60	$14.10

Rates for each fiscal year effective with June billings

(7) Bulk Rate Water Permits (Permits issued on a per tank basis).

Tank Capacity	**Charge**
1,500 gallons or less	$1,500.00
Over 1,500 gallons	$3,000.00

(8) Miscellaneous Fees.

Reason	**Amount**
Restoration of service turned off for non-payment	
— Normal business hours	$100.00
— After normal business hours	$150.00
Returned Check Charge	$25.00
Meter test (at customer's request)	$200.00
Removal of flow restrictors	$50.00
Reinstall meter (removed for non-payment):	
Meter size under 1″	$250.00
Meter size over 1″	$300.00
Reconnection of service from the water main	One half (1/2) the service connection charge for a new water service
Relocate water meter (from obstructions)	100% of the service connection charge for a new water service
Meter replacement at customer's request:	
Meter size under 1″	$250.00
Meter size over 1″	$300.00

Fire Hydrant Flow Test Permit (for pressure determination)	$85.00
Late payment charge	$30.00

SECTION 2. This Ordinance shall be in full force and effect 30 days after its adoption.

* * * * * *

RESOLUTION NO. _____

BOARD OF SUPERVISORS, COUNTY OF SAN MATEO, STATE OF CALIFORNIA ACTING AS THE GOVERNING BOARD OF COUNTY SERVICE AREA NO. 7

* * * * * *

RESOLUTION SETTING MARCH 26, 2013, AT 9:00 A.M., AT THE REGULARLY SCHEDULED BOARD MEETING, AS TIME AND PLACE FOR A PUBLIC HEARING ON THE WATER RATES AND METER SERVICE CHARGES FOR COUNTY SERVICE AREA NO. 7

RESOLVED, by the Board of Supervisors of the County of San Mateo, State of California, as the governing board of County Service Area No. 7, that

WHEREAS, on June 24, 1997 the Board of Supervisors adopted Ordinance No. 03781 establishing regulations and rate schedules for furnishing of water service within County Service Area No. 7; and

WHEREAS, on June 1, 1999 the Board of Supervisors adopted Ordinance No. 03909 amending the rate schedules for furnishing of water service within County Service Area No. 7; and

WHEREAS, it is necessary and desirable to amend the regulations to operate and maintain the water system and increase said rate schedules in order to meet the anticipated financial obligations for County Service Area No. 7; and

WHEREAS, the Constitution of the State of California requires that written notice of any proposed new or increased fees or property related charges be provided by mail to the record account holders and owner of each parcel upon which the charge is proposed for imposition; and

WHEREAS, in light of the proposed increase of the rates in the County Service Area No. 7, written notice of the proposed increase must be provided to the record account holders and owner of each parcel within County Service Area No. 7; and

WHEREAS, in accordance with Proposition 218, the time and place of a hearing thereon to be published once a week for two successive weeks prior to the date set for hearing in a newspaper of general circulation in County Service Area No.7.

NOW, THEREFORE, IT IS HEREBY DETERMINED AND ORDERED that: **Tuesday, March 26, 2013,** at **9:00 a.m.,** in the Chambers of the Board of Supervisors of the County of San Mateo, in the Hall of Justice and Records, Redwood City, California, is hereby fixed as the time and place of the hearing on the water rates and meter service charges for County Service Area No. 7.

IT IS HEREBY FURTHER DETERMINED AND ORDERED that the Department of Public Works and Parks shall cause a copy of the "NOTICE OF PUBLIC HEARING", attached hereto, to be published once a week for two successive weeks prior to the date set for hearing in a newspaper of general circulation in County Service Area No. 7.

IT IS HEREBY FURTHER DETERMINED AND ORDERED that the Director of

Public Works and Parks shall prepare a written notice of the proposed rates for County Service Area No. 7, which rates will be the basis for the imposition of the water service charges in said County Service Area No. 7, and that the notice be sent by mail to the record account holders and owner of each parcel within County Service Area No. 7.

* * * * * *

Notice of Public Hearing

The County of San Mateo Board of Supervisors has scheduled a public hearing on proposed water rate and meter service charge increases for County Service Area No. 7 (La Honda Area).

The public hearing will be held on Tuesday, March 26, 2013 at 9:00 A.M. in the Chamber of the Board of Supervisors, located in the Hall of Justice and Records, 400 County Center, Redwood City, California. The meeting will be open to the public and anyone interested may appear and be heard on this matter or submit a written statement.

If you are an account holder or own property in County Service Area No. 7, you may obtain information about these rates from the County of San Mateo Department of Public Works, 555 County Center, 5th Floor, Redwood City, telephone (650) 363-4100, between the hours of 8:00 a.m. and 5:00 p.m., Monday through Friday or by visiting the Department of Public Works and Parks' website at: www.smcgov.org/water.

COUNTY OF SAN MATEO
Inter-Departmental Correspondence
Health System

Date: December 26, 2012
Board Meeting Date: January 29, 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 State Department of Mental Health for State Hospital Beds

RECOMMENDATION:
Adopt a Resolution authorizing an agreement with the State Department of Mental Health for the purchase of services at State hospitals for FY 2011-12, in the amount of $920,911.

BACKGROUND:
Since FY 2002-03 the State Department of Mental Health (DMH) has used a separate agreement for State hospital services. Each year the County reserves a number of beds at State hospitals, which provide the highest level of care for Behavioral Health and Recovery Services (BHRS) clients. These services are reserved for seriously mentally ill clients with the most severe behavioral issues, for whom there is no appropriate lower level of care.

DISCUSSION:
This agreement establishes dedicated capacities for services at Napa State Hospital and Metropolitan State Hospital. It stipulates that the County will pay for a specific number of beds regardless of whether or not the beds are occupied. The County may negotiate "bed trades" with other counties as needed. This agreement is for the purchase of five beds in the State hospital system for FY 2011-12. There is no payment due for services that were provided through this agreement as payment for use of State hospital beds is withheld from the monthly State payment of 1991 Mental Health Realignment funds to the County. As a result, there are no direct payments for services provided at the State hospitals.

It is the State's routine process to be the author of the bed agreement and to submit that agreement to the County for approval several months after the services have been

delivered. We anticipate that the State will continue to manage contracting for these services in a retroactive fashion.

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 mental health services at the Napa State Hospital and the Metropolitan State Hospital for appropriate clients. 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 State hospital beds is one established level of care. The services provided through this agreement contribute to this measure. It is anticipated that 100% of contracted beds will be used.

PERFORMANCE MEASURE(S):

Measure	FY 2011-12 Actual	FY 2012-13 Projected
Maximum percentage of bed days utilized	100%	100%

FISCAL IMPACT:

The term of the agreement is July 1, 2011 through June 30, 2012 and the agreement maximum is $920,911, which was included in the BHRS FY 2011-12 Adopted Budget. The cost for these services was funded through 1991 State Mental Health Realignment funds. There was no Net County Cost.

RESOLUTION NO. _____

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

* * * * * *

RESOLUTION AUTHORIZING AN AGREEMENT WITH THE STATE DEPARTMENT OF MENTAL HEALTH FOR THE PURCHASE OF SERVICES AT STATE HOSPITALS FOR FY 2011-12, IN THE AMOUNT OF $920,911

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 State Department of Mental Health shall provide five dedicated State Hospital beds for the period of July 1, 2011 through June 30, 2012, for a maximum obligation of $920,911; 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 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 this Board shall attest the President's signature thereto.

* * * * * *

STATE OF CALIFORNIA
STANDARD AGREEMENT
STD 213 (Rev 06/03)

AGREEMENT NUMBER
11-79041-000
REGISTRATION NUMBER

1. This Agreement is entered into between the State Agency and the Contractor named below:

STATE AGENCY'S NAME
California Department of Mental Health

CONTRACTOR'S NAME
San Mateo County Behavioral Health & Recovery Services

2. The term of this Agreement is: July 1, 2011 through June 30, 2012

3. The maximum amount of this Agreement is: $920,911.00 Payable by the County to the State
Nine Hundred Twenty Thousand Nine Hundred Eleven Dollars and Zero Cents

4. The parties agree to comply with the terms and conditions of the following exhibits which are by this reference made a part of the Agreement.

Exhibit A – Scope of Work	17 pages
Exhibit B – Budget Detail and Payment Provisions	1 page
Exhibit B – Attachment	2 pages
Exhibit C* – General Terms and Conditions	GTC-610

Check mark one item below as Exhibit D:

[X]	Exhibit - D Special Terms and Conditions (Attached hereto as part of this agreement)	2 pages
[ ]	Exhibit - D* Special Terms and Conditions	

Items shown with an Asterisk (*), are hereby incorporated by reference and made part of this agreement as if attached hereto. These documents can be viewed at www.ols.dgs.ca.gov/Standard+Language

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

CONTRACTOR

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
Don Horsley, President, Board of Supervisors

ADDRESS
225 West 37th Avenue, Suite 320
San Mateo, CA 94403-4324

STATE OF CALIFORNIA

AGENCY NAME
California Department of Mental Health

BY *(Authorized Signature)* ✍ | DATE SIGNED *(Do not type)*

PRINTED NAME AND TITLE OF PERSON SIGNING
Kathryn Radtkey-Gaither, Chief Deputy Director

ADDRESS
1600 9th Street, Room 101, Sacramento, CA 95814

California Department of General Services Use Only

☒ Exempt per: WIC 4331(a)

DMH USE ONLY

☐ State Master ☐ Contractor ☐ Contract Manager ☐ Accounting ☐ State Controller

CCC-307

CERTIFICATION

I, the official named below, CERTIFY UNDER PENALTY OF PERJURY that I am duly authorized to legally bind the prospective Contractor to the clause(s) listed below. This certification is made under the laws of the State of California.

Contractor/Bidder Firm Name (Printed)	*Federal ID Number*
San Mateo County Behavioral Health and Recovery Services	94-6000532
By (Authorized Signature)	
Printed Name and Title of Person Signing	
Don Horsley, President, Board of Supervisors	
Date Executed	*Executed in the County of*
January 29, 2013	San Mateo

CONTRACTOR CERTIFICATION CLAUSES

1. STATEMENT OF COMPLIANCE: Contractor has, unless exempted, complied with the nondiscrimination program requirements. (Gov. Code §12990 (a-f) and CCR, Title 2, Section 8103) (Not applicable to public entities.)

2. DRUG-FREE WORKPLACE REQUIREMENTS: Contractor will comply with the requirements of the Drug-Free Workplace Act of 1990 and will provide a drug-free workplace by taking the following actions:

a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.

b. Establish a Drug-Free Awareness Program to inform employees about:

1) the dangers of drug abuse in the workplace;
2) the person's or organization's policy of maintaining a drug-free workplace;
3) any available counseling, rehabilitation and employee assistance programs; and,
4) penalties that may be imposed upon employees for drug abuse violations.

c. Every employee who works on the proposed Agreement will:

1) receive a copy of the company's drug-free workplace policy statement; and,
2) agree to abide by the terms of the company's statement as a condition of employment on the Agreement.

Failure to comply with these requirements may result in suspension of payments under the Agreement or termination of the Agreement or both and Contractor may be ineligible for award of any future State agreements if the department determines that any of the following has occurred: the Contractor has made false certification, or violated the

certification by failing to carry out the requirements as noted above. (Gov. Code §8350 et seq.)

3. NATIONAL LABOR RELATIONS BOARD CERTIFICATION: Contractor certifies that no more than one (1) final unappealable finding of contempt of court by a Federal court has been issued against Contractor within the immediately preceding two-year period because of Contractor's failure to comply with an order of a Federal court, which orders Contractor to comply with an order of the National Labor Relations Board. (Pub. Contract Code §10296) (Not applicable to public entities.)

4. CONTRACTS FOR LEGAL SERVICES $50,000 OR MORE- PRO BONO REQUIREMENT: Contractor hereby certifies that contractor will comply with the requirements of Section 6072 of the Business and Professions Code, effective January 1, 2003.

Contractor agrees to make a good faith effort to provide a minimum number of hours of pro bono legal services during each year of the contract equal to the lessor of 30 multiplied by the number of full time attorneys in the firm's offices in the State, with the number of hours prorated on an actual day basis for any contract period of less than a full year or 10% of its contract with the State.

Failure to make a good faith effort may be cause for non-renewal of a state contract for legal services, and may be taken into account when determining the award of future contracts with the State for legal services.

5. EXPATRIATE CORPORATIONS: Contractor hereby declares that it is not an expatriate corporation or subsidiary of an expatriate corporation within the meaning of Public Contract Code Section 10286 and 10286.1, and is eligible to contract with the State of California.

6. SWEATFREE CODE OF CONDUCT:

a. All Contractors contracting for the procurement or laundering of apparel, garments or corresponding accessories, or the procurement of equipment, materials, or supplies, other than procurement related to a public works contract, declare under penalty of perjury that no apparel, garments or corresponding accessories, equipment, materials, or supplies furnished to the state pursuant to the contract have been laundered or produced in whole or in part by sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor, or with the benefit of sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor. The contractor further declares under penalty of perjury that they adhere to the Sweatfree Code of Conduct as set forth on the California Department of Industrial Relations website located at www.dir.ca.gov, and Public Contract Code Section 6108.

b. The contractor agrees to cooperate fully in providing reasonable access to the contractor's records, documents, agents or employees, or premises if reasonably required by authorized officials of the contracting agency, the Department of Industrial Relations,

or the Department of Justice to determine the contractor's compliance with the requirements under paragraph (a).

7. DOMESTIC PARTNERS: For contracts over $100,000 executed or amended after January 1, 2007, the contractor certifies that contractor is in compliance with Public Contract Code section 10295.3.

DOING BUSINESS WITH THE STATE OF CALIFORNIA

The following laws apply to persons or entities doing business with the State of California.

1. CONFLICT OF INTEREST: Contractor needs to be aware of the following provisions regarding current or former state employees. If Contractor has any questions on the status of any person rendering services or involved with the Agreement, the awarding agency must be contacted immediately for clarification.

Current State Employees (Pub. Contract Code §10410):

1). No officer or employee shall engage in any employment, activity or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any state agency, unless the employment, activity or enterprise is required as a condition of regular state employment.

2). No officer or employee shall contract on his or her own behalf as an independent contractor with any state agency to provide goods or services.

Former State Employees (Pub. Contract Code §10411):

1). For the two-year period from the date he or she left state employment, no former state officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements or any part of the decision-making process relevant to the contract while employed in any capacity by any state agency.

2). For the twelve-month period from the date he or she left state employment, no former state officer or employee may enter into a contract with any state agency if he or she was employed by that state agency in a policy-making position in the same general subject area as the proposed contract within the 12-month period prior to his or her leaving state service.

If Contractor violates any provisions of above paragraphs, such action by Contractor shall render this Agreement void. (Pub. Contract Code §10420)

Members of boards and commissions are exempt from this section if they do not receive payment other than payment of each meeting of the board or commission, payment for preparatory time and payment for per diem. (Pub. Contract Code §10430 (e))

2. LABOR CODE/WORKERS' COMPENSATION: Contractor needs to be aware of the provisions which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions, and Contractor affirms to comply with such provisions before commencing the performance of the work of this Agreement. (Labor Code Section 3700)

3. AMERICANS WITH DISABILITIES ACT: Contractor assures the State that it complies with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. (42 U.S.C. 12101 et seq.)

4. CONTRACTOR NAME CHANGE: An amendment is required to change the Contractor's name as listed on this Agreement. Upon receipt of legal documentation of the name change the State will process the amendment. Payment of invoices presented with a new name cannot be paid prior to approval of said amendment.

5. CORPORATE QUALIFICATIONS TO DO BUSINESS IN CALIFORNIA:

a. When agreements are to be performed in the state by corporations, the contracting agencies will be verifying that the contractor is currently qualified to do business in California in order to ensure that all obligations due to the state are fulfilled.

b. "Doing business" is defined in R&TC Section 23101 as actively engaging in any transaction for the purpose of financial or pecuniary gain or profit. Although there are some statutory exceptions to taxation, rarely will a corporate contractor performing within the state not be subject to the franchise tax.

c. Both domestic and foreign corporations (those incorporated outside of California) must be in good standing in order to be qualified to do business in California. Agencies will determine whether a corporation is in good standing by calling the Office of the Secretary of State.

6. RESOLUTION: A county, city, district, or other local public body must provide the State with a copy of a resolution, order, motion, or ordinance of the local governing body which by law has authority to enter into an agreement, authorizing execution of the agreement.

7. AIR OR WATER POLLUTION VIOLATION: Under the State laws, the Contractor shall not be: (1) in violation of any order or resolution not subject to review promulgated by the State Air Resources Board or an air pollution control district; (2) subject to cease and desist order not subject to review issued pursuant to Section 13301 of the Water Code for violation of waste discharge requirements or discharge prohibitions; or (3) finally determined to be in violation of provisions of federal law relating to air or water pollution.

8. PAYEE DATA RECORD FORM STD. 204: This form must be completed by all contractors that are not another state agency or other governmental entity.

EXHIBIT A
STATE HOSPITAL BED PURCHASE AND USAGE

RELATIONSHIP OF THE PARTIES

The California Department of Mental Health, hereafter referred to as the "DMH" and the County hereafter referred to as "Contractor" are, and shall at all times be deemed to be, independent agencies. Each party to this contract shall be wholly responsible for the manner in which it performs the services required of it by the terms of this contract. Nothing herein contained shall be construed as creating the relationship of employer and employee, or principal and agent, between the parties or any of their agents or employees. Each party assumes exclusively the responsibility for the acts of its employees or agents as they relate to the services to be provided during the course and scope of their employment. The DMH, and its agents and employees, shall not be entitled to any rights or privileges of Contractor employees and shall not be considered in any manner to be Contractor employees. The Contractor, its agents and employees, shall not be entitled to any rights or privileges of state employees and shall not be considered in any manner to be state employees.

SCOPE OF WORK

I. PURPOSE AND DESCRIPTION OF SERVICES

A. Facilities, Payments and Services

Section 4330 of the California Welfare and Institutions Code (WIC) requires counties to reimburse the DMH for use of state hospital beds/services provided pursuant to Part 1 (commencing with Section 5000) of Division 5 of the WIC. The Contractor shall compensate the DMH and the DMH agrees to provide the services, including staffing, facilities, equipment and supplies in accordance with the provisions of Exhibit B of this Standard Agreement, hereafter referred to as the "Agreement."

The DMH has jurisdiction over Atascadero, Metropolitan, Napa and Patton State Hospitals, hereafter referred to as the "Hospitals," which provide services to persons with mental disorders, in accordance with the WIC Section 4100 et seq. The DMH shall operate the Hospitals continuously throughout the term of this contract with at least the minimum number and type of staff which meet applicable state and federal regulations and which are necessary for the provisions of the services hereunder. Contractor reimbursements shall be made in accordance with Exhibit B of this Agreement.

B. Records and Services

1. The Contractor may review the quantity and quality of services provided pursuant to this Agreement, including the following:

a. Medical and other records of Contractor patients. A copy of the review report, if any, shall be provided to the hospital.

b. Hospital procedures for utilization review and quality assurance (QA) activities and related committee minutes and records, except for privileged communications and documents.

c. Periodic meetings regarding the quantity and quality of services are encouraged with the hospital Medical Director, or designee.

C. Contractor Responsibility

1. The Contractor shall screen, determine the appropriateness of, and authorize all referrals for admission of Contractor patients to the Hospitals. The Contractor shall, at the time of admission, provide admission authorization, identify the program to which a patient is being referred, and identify the estimated length of stay for each Contractor patient. However, the hospital Medical Director or designee shall make the determination of the appropriateness of a Contractor referred patient for admission to a hospital and assign the patient to the appropriate level of care and treatment unit.

2. The Contractor shall provide such assistance as is necessary to assist the hospital treatment staff to initiate, develop and finalize discharge planning and necessary follow-up services.

3. The Contractor shall provide such assistance as is necessary to assist in the screening of Contractor patients for alternative placements, and shall facilitate such placements.

4. The Contractor shall provide case management services, as defined in I (Coordination of Treatment/Case Management) of Exhibit A.

D. Description of Covered Hospital Services

1. The DMH shall provide Lanterman-Petris-Short (LPS) hospital services only to those persons referred by the Contractor specifically for services under this Agreement, including those admitted pursuant to Sections 1370.01 of the Penal Code (PC) and Murphy Conservatorship (Section 5008(h)(1)(B) of the WIC). When patients, committed pursuant to provisions of the PC are converted to LPS billing status they shall become the financial responsibility of the Contractor of first admission and part of that Contractor's LPS dedicated bed capacity as described in G (Admission and Discharge Procedures) of Exhibit A.

   Former inmates of the California Department of Corrections and Rehabilitation (CDCR) who convert to Murphy Conservatees following concurrent Incompetent to Stand Trial (IST) commitments shall, at the expiration of their CDCR commitment, be the responsibility of the Contractor that sent the inmate to prison.

The Contractor Mental Health Director, or designee, shall be involved in the conversion process and the conversion shall be made in accordance with the provisions of R (Notices), item 4 of Exhibit A and the provisions of Divisions 5 and 6 of WIC.

The following services are provided:

Psychiatric and Ancillary Services-

The DMH shall provide inpatient psychiatric health care and support services, including appropriate care and treatment to Contractor patients who suffer from mental, emotional or behavioral disorders and who have been referred to the Hospitals by the Contractor.

The DMH shall not refuse to admit patients referred from the Contractor when the Contractor has a bed available within its dedicated capacity and the patient, in the judgment of the hospital Medical Director or designee, meets the established criteria for admission, and any other provisions contained in this Agreement.

The Hospitals shall provide psychiatric treatment and other services in accordance with all applicable laws and regulations, including, but not limited to, Title 22 and Title 9 of the California Code of Regulations (CCR).

The Hospitals shall provide all ancillary services necessary for the evaluation and treatment of psychiatric conditions. To the extent possible, medical procedures performed prior to a patient's admission to the hospital shall not be duplicated.

2. Expert Testimony

The DMH and the Contractor shall provide or cause to be provided expert witness testimony by appropriate mental health professionals in legal proceedings required for the institutionalization, admission, or treatment of Contractor patients. These proceedings may include, but not be limited to, writs of habeas corpus, capacity hearings (Reise) as provided in Section 5332 et seq. of the WIC, conservatorship, probable cause hearings, court-ordered evaluation and appeal and post-certification proceedings.

3. Health Care Services

The DMH shall provide or cause to be provided any health care services, including physician or other professional services, required by Contractor patients served pursuant to this Agreement. In cases where non-emergent or elective medical/surgical care is recommended by hospital medical staff and where the cost for such care is likely to exceed $5,000, the hospital Medical Director shall confer with the Contractor's Medical Director, or designee, regarding the provision of service, including the option that, at the Contractor's discretion, the Contractor may make arrangements for the provision of such service.

4. Electro-Convulsive Therapy

   The Hospitals may cause to be provided Electro-Convulsive Therapy, herein referred to as "ECT," in accordance with applicable laws, regulations, and established state policy.

5. Transportation

   The Contractor is responsible for transportation to and from the Hospitals, including court appearances, Contractor-based medical appointments or services, and pre-placement visits and final placements. The Contractor is also responsible for transportation between Hospitals when the Contractor initiates the transfer. The hospitals are responsible for other transportation between the Hospitals and transportation to and from local medical appointments or services.

E. Standards of Care

1. Staffing

   a. The Hospitals shall staff each hospital unit which provides services under this Agreement in accordance with acceptable standards of clinical practice, applicable state staffing standards and any applicable court orders or consent decrees. The DMH shall provide administrative and clerical staff to support the staffing specified and the services provided hereunder.

   b. The Hospitals shall make a good faith effort to provide sufficient bilingual staff with experience in a multicultural community sufficient to meet the needs of patients treated pursuant to this Agreement.

2. Licensure

   The Hospitals shall comply with all applicable federal and state laws, licensing regulations and shall provide services in accordance with generally accepted practices and standards prevailing in the professional community at the time of treatment. The Hospitals, which are accredited, shall make a good faith effort to remain accredited by the Joint Commission on the Accreditation of Healthcare Organizations (JCAHO) throughout the term of this Agreement.

3. Patient Rights

   a. The Hospitals shall in all respects comply with federal and state requirements regarding patient rights in accordance with Sections 5325 and 5325.1 of the WIC and Sections 862 through 868 of Title 9 of the CCR. The Hospitals shall include ECT reporting, as required by law, in its quarterly "Electro-Convulsive Therapy" report submitted to the DMH.

   b. The Hospitals shall follow established procedures for resolving patient complaints. Patient complaints relating to violations of their rights during their

hospitalization shall be handled and resolved by the DMH Contract Advocate, Disability Rights California. Patient rights issues pertaining to matters outside the jurisdiction of the Hospitals, shall be the responsibility of the Contractor patients' rights advocate. Issues relating to the denial of patients' rights pursuant to Section 5325 of the WIC, shall be reported quarterly to the DMH, as required by law, on the DMH "Denial of Rights" form.

4. Informed Consent

The Hospitals shall comply with applicable law relating to informed consent.

F. Planning

The Contractor may participate in regional committees of the CMHDA Long Term Care Committee. Staff from the DMH Division of Administration and staff from the Hospitals used by regional members shall meet with the regional committee at the chairperson's request to discuss program, staffing, and capacity changes. These types of issues may also be discussed between the DMH and the counties as part of the agenda of the CMHDA Long Term Care Committee and when appropriate with the CMHDA Executive Board.

G. Admission and Discharge Procedures

1. Admission Procedures

a. The Contractor shall be directly involved in referring Contractor patients for admission to the Hospitals, discharge planning, and the actual discharge process. When an individual committed pursuant to provisions of the PC is converted to an LPS commitment, the Contractor Mental Health Director, or designee, shall be involved as provided in this Agreement and in accordance with the provisions of Divisions 5 and 6 of the WIC.

b. If the Contractor is below dedicated capacity, it shall have immediate access to a bed for any Contractor patient who is determined by the hospital Medical Director, or designee, to be clinically appropriate for the available bed/service. Admission shall be accomplished in accordance with hospital admitting procedures and admission hours. The Hospitals shall make a good faith effort to flexibly accommodate patients referred for admission in a manner which maximizes access to appropriate hospital beds and services.

c. If the Contractor is at or above its dedicated capacity, the Contractor may arrange a bed exchange with another Contractor, which is below its dedicated capacity. At the time of admission the hospital shall be provided written authorization from both the referring Contractor and the Contractor whose bed will be used. Copies shall also be provided to the Department's Deputy Director of Administration.

d. If, for any reason, a Contractor patient is in a bed that is inappropriate to that patient's needs, the attending clinician shall develop, in consultation with the

treatment team and the Contractor, except when the urgency of the patient's situation precludes such consultation, a plan for transfer of the patient to an appropriate unit in accordance with the treatment plan.

e. All denials of admission shall be in writing with an explanation for the denial. Denials shall not occur if the patient meets the admission criteria and the Contractor has dedicated capacity available, or has obtained authorization from another Contractor to use its available dedicated capacity. A denial of admission may be appealed as provided in G3a (Appeal Procedures-Admissions), found within this section.

2. Discharge Procedures

a. Discharge planning shall begin at admission.

b. The development of a discharge plan and the setting of an estimated discharge date shall be done jointly by the treatment team and the Contractor's designated case manager. The treatment plan shall identify the discharge plan.

c. A hospital shall discharge a patient at the Contractor's request or in accordance with the approved discharge plan except: (1) if at the time the discharge is to occur, the hospital's Medical Director, or designee, determines that the patient's condition and the circumstances of the discharge would pose an imminent danger to the safety of the patient or others; or, (2) when a duly appointed conservator refuses to approve the patient's discharge or placement. A denial of discharge may be appealed as provided in G.3.b. (Discharges), found within this section.

3. Appeal Procedures

a. Admissions

When agreement cannot be reached between the Contractor staff and the hospital admitting staff regarding whether a patient meets or does not meet the admission criteria for the bed(s) available, the following appeal process shall be followed. When the Contractor staff feel that impasse has been reached and further discussions would not be productive, the denial of admission may be appealed, along with all available data and analysis to the hospital Medical Director and the Contractor Mental Health Director. Such appeals may be made immediately by telephone. If the hospital Medical Director and the Contractor Mental Health Director are unable to achieve agreement, the case may be referred to the Deputy Director of Administration within two (2) working days. The Deputy Director shall discuss the case with the Contractor Mental Health Director and may obtain additional consultation. The Deputy Director shall render a final decision within two (2) working days after receiving the documented basis on which the appeal is based.

b. Discharges

When the hospital Medical Director, or designee, determines that discharge cannot occur in accordance with the approved plan or upon the request of the Contractor, he/she will contact the Contractor Mental Health Director or designee immediately to review the case and shall make every effort to resolve the issues preventing the discharge. If this process does not result in agreement, the case may be referred to the Deputy Director, Administration, by the Contractor Mental Health Director within one (1) working day of the hospital's denial. The Deputy Director after consultation with the Contractor Mental Health Director and others shall make the final decision within two (2) working days of receiving the documentation of the basis of the disagreement regarding discharge, and communicate this decision to the Contractor Mental Health Director and the hospital Medical Director by telephone followed by written confirmation.

4. Penalties

a. Should the DMH fail to process appeals from the Contractor relating to the denial of admissions or discharges within the timelines specified in the preceding G3a and G3b, the Contractor shall be allowed to use additional bed days equal to the number of days lost due to the DMH's failure to respond within the established time lines. The penalty days thus provided shall be in the cost center to which the patient in question was referred.

b. If the decision on appeal is against the hospital, the Contractor is allowed to use additional bed days equal to the number of days lost due to the hospital's failure to admit or discharge the patient in accordance with the Contractor's request.

H. Prior Authorization

The Contractor shall, prior to admission, provide the hospitals with a completed Short-Doyle Authorization Form (MH 1570) and all applicable court commitment orders. An initial projected length of stay shall be identified by the Contractor and addressed in the patient's treatment plan and discharge plan.

I. Coordination of Treatment/Case Management

Client services must be integrated and coordinated across levels of care, and an active case management system is a critical factor in this continuity of care. Accordingly, the DMH and Contractor shall agree to the following case management system:

1. The Contractor shall develop an operational case management system for Contractor patients, and shall identify a case manager or case management team for each Contractor patient. The duties of the case manager shall include, but are not limited to:

a. Providing available assessment information on patients admitted to the hospitals.

b. Participating in-person or by telephone in an initial meeting with the patient and the hospital treatment team within a reasonable time frame after admission, for purposes of participating in the development of a treatment plan and a discharge plan, and to determine the level of the case manager's involvement during the patient's hospitalization. The treatment plan shall form the basis for the treatment and services provided to the Contractor patient.

c. Meeting, in-person, with the Contractor patient and with the hospital treatment team on a regular basis, not to exceed 180 days between meetings, to provide direct input into the development and implementation of the patient's treatment plan.

d. Ensuring that appropriate alternative placement options are developed as a part of the discharge planning process, and working closely with the hospital treatment teams to assure that discharges take place when and in a manner agreed upon by the hospital Medical Director or designee, and the Contractor Mental Health Director or designee.

2. The Hospitals shall encourage and facilitate the involvement of the case managers in the treatment team process, by providing, among other services, notification of treatment plan conferences or 90-day reviews no less than two weeks prior to the date of the conference or review. The Hospitals shall identify an appropriate treatment team member to function as the primary contact for the case manager or the case management team.

3. A treatment plan shall be used for planning services for each Contractor patient, and it shall identify each goal and objective for the patient with projected time lines for their completion. Development of the treatment plan shall be the responsibility of the hospital with Contractor consultation as requested. The Contractor case manager shall review the treatment plan and indicate in writing his/her agreement or disagreement. The treatment plan shall be developed in accordance with the following requirements:

a. The plan shall address reasons for admission.

b. Patient treatment and stabilization directed toward expediting discharge shall be considered the desired outcome for all Contractor patients, and all interventions shall relate to achieving discharge.

c. Any special treatment needs shall be addressed in the treatment plan.

d. The Hospitals shall provide programs which assist patients in achieving the objective of returning to a level of community living (i.e., a facility offering a protective environment, a residential facility, a board and care facility, independent living, etc.).

e. The treatment plan shall identify responsibility for each item included in the plan.

f. The treatment plan shall not be changed solely based upon staffing changes within the Hospitals.

g. The Contractor case manager/case management team shall be consulted whenever substantial changes to a patient's treatment plan are under consideration.

4. The case manager shall be encouraged to participate in treatment team meetings, clinical reviews or utilization review meetings and in clinical rounds that relate to Contractor patients.

5. Primary criteria for continued treatment in the hospitals shall include, but not be limited to, the medical necessity of hospitalization within the state hospital setting, including LPS criteria, as reflected within the medical record. If the Contractor Director of Mental Health or designee concludes that a Contractor patient no longer meets these primary criteria, Contractor may direct the hospital to discharge the patient to a facility that Contractor determines to be more appropriate to the patient's treatment requirements. In such cases, discharge must occur within two (2) days of the date an alternative placement option is identified and available except as provided in G.2.c. (Admission and Discharge Procedures), of Exhibit A or otherwise required by law.

6. When agreement cannot be reached between case manager and the treatment team regarding treatment, transfer, and/or discharge planning, the issues shall be referred to the hospital's Medical Director and the Contractor Mental Health Director within three (3) days. On specific treatment issues the Medical Director's decision shall be final. Any agreement or program policy issues arising from discussions which are not resolved between the Medical Director and the Contractor Mental Health Director shall be referred to the Deputy Director of Administration within five (5) working days. The Chief will review the case with the Contractor Mental Health Director. A response on the referred issue shall be communicated to the Contractor Mental Health Director within two (2) working days after the Chief receives the documented basis for the appeal.

J. Patient's Rights

The parties to this Agreement shall comply with applicable laws, regulations and state policies relating to patient's rights.

K. Bed Usage

1. During the 2011-12 fiscal year, the DMH shall provide, within the Hospitals, specific numbers of beds dedicated to the care of only those patients referred by the Contractor, including those admitted pursuant to Section 1370.01 of the PC

and Murphy Conservatorships (Section 5008(h)(1)(B) of the WIC). The number and type of beds are specified in Exhibit B-Attachment.

2. For the purposes within this Agreement the term "dedicated beds" shall mean that the Hospitals shall ensure that the number of beds contracted for by a Contractor in a particular cost center category shall be available to the Contractor at all times for patients who are appropriate for the services and facilities included in that cost center at the hospital to which the patient is being referred. Hospital admissions, intra-hospital transfers, referrals to outside medical care, and discharges shall be in accordance with the admission criteria established by the DMH and Contractor, and the judgment of the hospital Medical Director or designee.

3. The Contractor shall be considered to have exceeded its dedicated capacity on any given day on which more Contractor patients are assigned to a cost center than the Contractor has dedicated capacity in that cost center. The Contractor shall only be permitted to use beds in excess of its dedicated capacity when use does not result in denial of access of other counties to their dedicated capacity. The Contractor's use in excess of the Agreement amount shall be calculated as provided in Exhibit B-Attachment of this Agreement.

   The DMH shall review the Contractor's use of state hospital beds in accordance with this Agreement on a monthly basis to determine if the dollar value of the Contractor's use has exceeded the dollar value of the Contractor's contracted beds during the respective half year periods of this Agreement.

   Excess use shall be established when the net dollar value of the Contractor's actual use exceeds the contracted amount for the period under consideration. The Contractor shall be obligated to pay the contract amount for the period or the dollar value of the Contractor's actual use for the period whichever is greater.

   The Contractor's obligation shall not be reduced below the contract amount set forth in Exhibit B-Attachment.

4. If the Contractor does not contract for any state hospital beds, it may purchase access to a dedicated bed from other counties. Notwithstanding the fact that the Contractor does not purchase any state hospital dedicated bed, the Contractor shall be financially responsible for its use of state hospital resources resulting from, but not limited to, the conversion of PC commitments to Murphy Conservatorships (Section 5008(h)(1)(B) of the WIC).

5. There shall be no decrease in the number of beds provided by the DMH within the hospitals and within a cost center, unless this Agreement is amended by mutual agreement no later than January 1, 2012 (Section 4331(b)(3) of the WIC). There shall be no increase in the number of beds provided by the DMH within the hospitals and within a cost center, unless this Agreement is amended by mutual agreement (Section 4331(c) of the WIC).

6. When the Contractor has a patient at a hospital other than at its primary use LPS hospital, it shall use one of its vacant dedicated beds, in an equivalent cost center at its primary use LPS hospital, to cover the costs of that patient's care. If the Contractor has no available dedicated capacity, it shall obtain the required capacity by purchasing it from a Contractor that has available capacity in the proper cost center, purchase the services from the DMH as provided in the preceding item 3 or by amending this Agreement as provided herein.

7. The DMH, in consultation with the agencies who refer patients to the Hospitals, may provide special programs for patients with unique needs, e.g., hearing impairment, Neurobehavioral problems, etc. The Contractor shall have access to these beds on a first come first served basis. If the Contractor's dedicated capacity for the cost center in which the specialty unit(s) reside is all in use or if the Contractor does not have any dedicated capacity in the cost center, the Contractor may use any other of its available dedicated capacity to support the admission to the specialty unit(s).

L. Utilization Review

1. The hospitals shall have an ongoing utilization review program which is designed to assure appropriate allocation of the hospitals' resources by striving to provide quality patient care in the most cost-effective manner. The utilization review program shall address over-utilization, under-utilization, and the scheduling or distribution of resources. Hospitals that provide services which are certified for participation in the federal Medicare or Medi-Cal programs shall meet any additional requirements imposed by those certification regulations.

2. Contractor representatives shall take part in the utilization review and performance improvement activities at the hospital program and unit level relating to Contractor patients. Contractor case manager participation in utilization review and discharge planning may include attendance at treatment team and program meetings. The Hospitals shall include the Contractor's monitoring of the quality and appropriateness of the care provided to Contractor patients. The Hospitals shall provide the Contractor with information regarding the schedule of hospital-wide and patient specific utilization review activities. The Hospitals shall also provide the Contractor, upon request, summary aggregate data regarding special incidents.

3. Utilization review activities shall address the appropriateness of hospital admissions and discharges, clinical treatment, length of stay and allocation of hospital resources to most effectively and efficiently meet patient care needs.

M. Performance Improvement

1. The Hospitals shall have ongoing Performance Improvement (PI) activities designed to objectively and systematically evaluate the quality and appropriateness of patient care, pursue opportunities to improve patient care, and resolve identified problems.

2. The Hospitals PI activities shall address all of the elements of QA which are required by applicable sections of the Title 22 of the CCR, Federal Medicare certification regulations, and the standards of JCAHO. The Hospitals shall provide to the Contractor summary data relating to aggregate review of incident reports, reports of untoward events, and related trend analysis.

3. PI activities shall address the quality of records, including but not limited to, quality review studies and analysis, peer review and medication monitoring procedures, drug use studies, medical care evaluation and standards studies, profile analysis and clinical care standards addressing patient care.

4. In accordance with the provisions outlined in L (Utilization Review), item 2, Contractor representatives may take part in PI activities at the hospitals program and unit levels and in monitoring the quality and appropriateness of care provided to Contractor patients.

N. Exchange of Information

1. The parties shall make a good faith effort to exchange as much information as is possible, to the extent authorized by law. Such information may include, but not be limited to, medication history, physical health status and history, financial status, summary of course of treatment in the hospitals or at the county, summary of treatment needs, and discharge summary.

2. The exchange of information will apply only to patients referred by the Contractor who are to be hospitalized, are currently hospitalized, or have been discharged from the hospital. Requests for information regarding any other patient shall be accompanied by an authorization to release information signed by the patient.

O. Records

1. Patient Records

The Hospitals shall maintain adequate medical records on each individual patient. These medical records shall include legal status, diagnosis, psychiatric evaluation, medical history, individual treatment plan, records of patient interviews, progress notes, recommended continuing care plan, discharge summary and records of services provided by various professional and paraprofessional personnel in sufficient detail to permit an evaluation of services.

2. Financial Records

   The DMH shall prepare and maintain accurate and complete financial records of the Hospitals' operating expenses and revenue. Such records shall reflect the actual cost of the type of service for which payment is claimed, on an accrual basis. Additionally, such records shall identify costs attributable to the Contractor LPS patients, versus other types of patients to whom the Hospitals provide services. Any apportionment of or distribution of costs, including indirect costs, to or between programs or cost centers of the hospitals shall be documented, and shall be made in accordance with generally accepted accounting principles and applicable laws, regulations and state policies. The patient eligibility determination and any fee charged to and collected from patients, together with a record of all billings rendered and revenues received from any source, on behalf of patients treated pursuant to this Agreement, must be reflected in the hospital financial records.

3. Retention of Records

   a. All financial or patient records for patients who have not yet been discharged shall be retained until the patient has been discharged, at which time the record retention requirements in b through d below shall apply.

   b. Financial records shall be retained by the DMH in accordance with the provisions of the State Administrative Manual, Section 1671. This section requires that most financial records, including CALSTARS reports, be kept for two (2) years. After the two (2) years they are to be kept until audited or an additional four (4) years, whichever occurs first. Contractor financial records relating to this Agreement shall be retained in accordance with applicable law, regulation, and Contractor policy.

   c. Patient records for adults (age 18 and over) shall be retained by the DMH for a minimum of seven (7) years from the date of discharge.

   d. Patient records of persons under the age of eighteen (18) years who have been discharged shall be retained for one (1) year past the person's eighteenth (18th) birthday, or for seven (7) years, whichever is greater.

   e. Records which relate to litigation or settlement of claims arising out of the performance of this Agreement, or costs and expenses of this Agreement as to which exception has been taken by the parties to this Agreement, shall be retained by the parties until disposition of such appeals, litigation, claims, or exceptions are completed.

   f. Except for records which relate to litigation or settlement of claims, the parties may, in fulfillment of their obligations to retain the financial and patient records as required by this Agreement, substitute photographs, micro-photographs, or other authentic reproductions of such records which are mutually acceptable to the parties, after the expiration and two (2) years following termination of

this Agreement, unless a shorter period is authorized, in writing, by the parties.

P. Revenue

The Contractor and the DMH agree to comply with all of the applicable provisions of Sections 7275 through 7278 of the WIC.

The DMH shall collect revenues from patients and/or responsible third parties, e.g., Medicare, Medi-Cal, and insurance companies, in accordance with the provisions of the above-cited sections of the WIC and related state laws, regulations and policies. When the Contractor acts as the conservator of the patient and has control of the patient's estate it shall, on behalf of the patient's estate, pay the DMH for state hospital care in the same way that it pays other financial obligations of the patient's estate.

Q. Inspections and Audits

1. Consistent with confidentiality provisions of Section 5328 of the WIC, any authorized representative of the Contractor shall have reasonable access to the books, documents and records, including medical and financial records and audit reports of the DMH for the purpose of conducting any budget or fiscal review, audit, evaluation, or examination during the periods of retention set forth under O (Records) of Exhibit A. The Contractor representative may at all reasonable times inspect or otherwise evaluate the services provided pursuant to this Agreement, and the premises in which they are provided. The Contractor Mental Health Department shall not duplicate investigations conducted by other responsible agencies or jurisdictions, e.g., State Department of Health Services (Hospital Licensing), Contractor Coroner's Office, District Attorney's Office, and other review or regulatory agencies. Practitioner specific peer review information and information relating to staff discipline is confidential and shall not be made available for review.

2. The Hospitals shall actively cooperate with any person specified in paragraph 1 above, in any evaluation or monitoring of the services provided pursuant to this Agreement, and shall provide the above-mentioned persons adequate space to conduct such evaluation or monitoring. As each of the Hospitals have contracts with several counties, the Executive Director of the Hospitals shall coordinate the access described in paragraph 1, above, in such a manner as to not disrupt the regular operations of the Hospitals.

R. Notices

1. The DMH has designated the Deputy Director of Administration to be its Project Coordinator for all issues relating to this Agreement. Except as otherwise provided herein, all communications concerning this Agreement shall be with the Project Coordinator. The Contractor has designated the following as its Project

Coordinator and except as otherwise provided herein, all communication concerning this Agreement shall be with the Contractor Project Coordinator:

Stephen Kaplan

2. The Hospitals shall notify the Contractor immediately by telephone or FAX, and in writing, within twenty-four (24) hours of becoming aware of any occurrence of a serious nature which involves one of the Contractor patients. Such occurrences shall include, but are not limited to, homicide, suicide, accident, injury, battery, patient abuse, rape, significant loss or damage to patient property, and absence without leave.

3. The Hospitals shall notify the Contractor Mental Health Director or designee by telephone at the earliest possible time, but not later than three (3) working days after the treatment team determines that a patient on a PC commitment will likely require continued treatment and supervision under a Contractor LPS commitment after the patient's PC commitment expires. Such telephone notification shall be followed by a written notification to the Contractor Mental Health Director, or designee, which shall be submitted within ten (10) working days of the date the treatment team's determination that continued treatment and supervision should be recommended to the Contractor. The written notice must include the basis for the hospital's recommendation and the date on which the PC commitment will expire. (See the following item 5.)

   The above notices to the Contractor Mental Health Director, or designee, shall be given not less than thirty (30) days prior to the expiration of the PC commitment. If the hospital fails to notify the Contractor at least thirty (30) days prior to the expiration of the PC commitment, the Contractor's financial responsibility shall not commence until thirty (30) days after the hospital's telephone notification. However, if the DMH is given less than thirty (30) days to change a patient's commitment by court order, the DMH shall notify the Contractor of this change at the earliest possible time. In the event a court order provides the DMH less than thirty (30) days to notify the Contractor, the Contractor's financial responsibility shall commence on the day after the expiration of the PC commitment.

   The Contractor shall be responsible for making the decision regarding the establishment of any LPS commitment at the expiration of the PC commitment. The Contractor shall notify the hospital, in writing, at least fifteen (15) days prior to the expiration of a patient's PC commitment of its decision regarding the establishment of an LPS commitment and continued hospitalization. If the Contractor decides not to establish an LPS commitment or to remove the patient from the hospital, the Contractor shall be responsible to transport the patient from the hospital back to the Contractor or another treatment facility or residential placement. If the Contractor is given less than fifteen (15) days prior to the expiration of a patient's PC commitment to make its decision, the Contractor shall notify the DMH of its decision at the earliest possible time prior to expiration of the patient's PC commitment.

4. The Hospitals shall notify the Contractor Mental Health Director, or designee, of the conversion of a patient on LPS status to a PC commitment status that results in the DMH becoming financially responsible for the placement of the patient and removes the patient from the Contractor's dedicated capacity as defined in the preceding section K (Bed Usage). The Hospital shall notify the Contractor Mental Health Director, or designee, by telephone at the earliest possible time, but not later than three (3) working days after such conversion. Such telephone notification shall be followed by a written notification to the Contractor Mental Health Director, or designee, which shall be submitted no later than ten (10) working days after the patient's conversion.

5. For purposes of this Agreement, any notice to be provided by the Contractor to the DMH shall be given by the Contractor Mental Health Director or by other authorized representatives designated in writing by the Contractor.

S. Notification of Death

1. The Hospital shall notify the Contractor by telephone immediately upon becoming aware of the death of any person served hereunder, if the patient is an inpatient in the hospital or is on leave from the hospital but is still considered an inpatient at the time of death. However, such notice need only be given during normal business hours. In addition, the Hospitals shall use their best efforts to, within twenty-four (24) hours after such death, send a FAX written notification of death to the Contractor.

2. The telephone report and written notification of death shall contain the name of the deceased, the date and time of death, the nature and circumstances of the death, and the name of the hospital representative to be contacted for additional information regarding the patient's death.

II. SPECIFIC PROVISIONS

A. The DMH has designated the Deputy Director, Administration for all issues relating to this Agreement, to be its Project Coordinator. Except as otherwise provided herein, all communications concerning this Agreement shall be with the Project Coordinator.

B. No amendment or modification to the terms and conditions of this Agreement, whether written or verbal, shall be valid unless made in writing and formally executed by both parties.

Any amendments to this Agreement may include increases or decreases in the number of beds purchased within a cost center for the remainder of the current Agreement term. In the case of a decrease in the number of beds purchased within a cost center, the Contractor will remain responsible for the fixed costs of the beds which are eliminated pursuant to such Agreement amendment, unless the DMH contracts these beds to another entity, in which case the Contractor shall be absolved of all charges for such beds. In the case of an increase in the number of

beds purchased within a cost center, the purchase cost shall be the rate established for those beds for the current fiscal year.

C. The parties understand and agree that this Agreement shall not be terminated during its term. The provisions for altering this Agreement during its life are articulated in B, above.

   Section 4331 of the WIC defines the process to be followed in renewing the Contractor's contract for state hospital services. The parties understand that this annual renewal process is for the purpose of ensuring an orderly adjustment in the use of the Hospitals by Contractor.

D. Should the DMH's ability to meet its obligations under the terms of this Agreement be substantially impaired due to loss of license to operate, damage or malfunction of the physical facilities, labor unions, or other cause, the DMH and the Contractor shall negotiate modifications to the terms of this Agreement which ensure the safety and health of Contractor patients.

EXHIBIT B
STATE HOSPITAL BED PURCHASE AND USAGE

BUDGET DETAIL AND PAYMENT PROVISIONS

I. CONTRACT AMOUNT AND PAYMENT PROVISIONS

A. The amount payable by the Contractor to the DMH concerning all aspects of this Agreement shall be $920,911. The amount reflected here was computed based on the information contained in the Exhibit B-Attachment. The amount represents the application of the "State Hospital Rates for Fiscal Year 2011-12", as published in a letter from DMH to Local Mental Health Directors dated September 1, 2010, entitled "STATE HOSPITAL RATES AND PLANNING ASSUMPTIONS FOR FISCAL YEAR 2011-12" which by this reference is made a part hereof, to the Contractor's contracted beds.

B. Any Contractor bed use in excess of the contracted amount, as defined in Exhibit A (Bed Usage), during the 2011-12 fiscal year, shall be an additional cost to the Contractor and collected by adjusting the State Controller's Schedule "B" on a monthly basis.

C. To the degree that revenue projections are not realized, the Contractor shall be responsible for the cost of its state hospital use up to the FY 2011-12 rates to counties published in Enclosure A of the DMH letter referenced in A, above.

II. BUDGET CONTINGENCIES

A. This Agreement is subject to any restrictions, limitations, or conditions enacted by the Legislature and contained in the Budget Act or any statute enacted by the Legislature which may affect the provisions, terms, or funding of this Agreement in any manner. If statutory or regulatory changes occur during the term of this Agreement, both parties may renegotiate the terms of the Agreement affected by the statutory or regulatory changes.

B. This Agreement may be amended only in writing upon mutual consent of the parties. A duly authorized representative of each party shall execute such amendments.

EXHIBIT B-ATTACHMENT

SAN MATEO COUNTY
STATE HOSPITAL COST COMPUTATION
July 1, 2011 through June 30, 2012

1. BEDS REQUESTED BY HOSPITAL, BY COST CENTER

July 1, 2011 to June 30, 2012 (366 days)

Cost Center	Napa	Metropolitan	Atascadero	Patton	Total
Continuing Medical Care (SNF)	0	0	0	0	0
ICF-Psychiatric Subacute	4	1	0	0	5
Total Beds Requested	**4**	**1**	**0**	**0**	**5**

2. COUNTY NET RATE FOR 2011-12

Cost Center	All Hospitals
Continuing Medical Care (SNF)	$512.78
ICF-Psychiatric Subacute	$503.23

3. TOTAL COMPUTED COSTS FOR CONTRACTED BEDS

Methodology: Multiply the county net rate times 366 to find the annualized cost for the cost center. Multiply the annualized cost times the number of beds requested in the cost center to find the annual total cost per cost center.

Cost Center	Napa	Metropolitan	Atascadero	Patton	Total
Continuing Medical Care (SNF)	$0	$0	$0	$0	$0
ICF-Psychiatric Subacute	$736,729	$184,182	$0	$0	$920,911
Total County Costs	**$736,729**	**$184,182**	**$0**	**$0**	**$920,911**

EXHIBIT B-ATTACHMENT

SAN MATEO COUNTY
STATE HOSPITAL COST COMPUTATION
July 1, 2011 through June 30, 2012

4. NET UTILIZATION CALCULATION METHODOLOGY

For the 2011-12 State Hospital Bed Purchase and Usage Standard Agreement the following methodology will be used to calculate the County's use of state hospital resources, if any, in excess of the contract amount specified in this Agreement.

A. Excess use will be calculated on a monthly basis. The State Controller will be directed to make an adjustment in the Schedule "B" for the county to reflect any excess use charge.

B. The total cost of the County's actual use in all cost centers at Napa, Metropolitan, Atascadero and Patton State Hospitals for each monthly period will be calculated. The County will be charged the contract amount or the actual cost of the County's state hospital use whichever is greater.

5. BASE CONTRACT AMOUNT

The total of item #3 on page 1 is $920,911. This amount appears in I A of Exhibit B.

EXHIBIT D
INTERAGENCY AGREEMENT
SPECIAL TERMS AND CONDITIONS

1. TERMINATION. Either party may terminate this Contract by giving 30 days written notice to the other party. The notice of termination shall specify the effective date of termination. Upon the Contractor's receipt of notice of termination from the Department of Mental Health (DMH), and except as otherwise directed in the notice, the Contractor shall:

a. Stop work on the date specified in the notice;

b. Place no further orders or enter into any further subcontracts for materials, services or facilities except as necessary to complete work under the Contract up to effective date of termination;

c. Terminate all orders and subcontracts;

d. Promptly take all other reasonable and feasible steps to minimize any additional cost, loss, or expenditure associated with work terminated, including, but not limited to reasonable settlement of all outstanding liability and claims arising out of termination of orders and subcontracts;

e. Deliver or make available to DMH all data, drawings, specifications, reports, estimates, summaries, and such other information and materials as may have been accumulated by the Contractor under this Contract, whether completed, partially completed, or in progress.

In the event of termination, an equitable adjustment in the price provided for this Contract shall be made. Such adjustment shall include reasonable compensation for all services rendered, materials supplies, and expenses incurred pursuant to this Contract prior to the effective date of termination.

2. DISPUTES. Any dispute concerning a question of fact arising under this contract that is not disposed of by agreement, shall be decided by the Deputy Director of Administration. All issues pertaining to this dispute will be submitted in written statements and addressed to the Deputy Director of Administration, Division of Administration, Department of Mental Health, 1600 Ninth Street, Room 150, Sacramento, CA 95814. Such written notice must contain the Contract Number. The Deputy Director's decision shall be final and binding to all parties. Within ten days of receipt of such notice, the Deputy Director, Division of Administration shall advise the Contractor of his/her findings. These findings do not preclude Contractor from any other resolution allowed by the laws of the State of California. Neither the pendency of a dispute nor its consideration by the Deputy Director of Administration will excuse the Contractor from full and timely performance in accordance with the terms of the contract.

3. CHANGES IN TIME FOR PERFORMANCE OF TASKS. The time for performance of the tasks and items within the budget, but not the total contract price, may be changed with the prior written approval of the Contract Manager. However, the date for completion of performance and the total contract price, as well as all other terms not specifically accepted may be altered only by formal amendment of this Contract.

4. APPROVAL OF PRODUCT. Each product to be approved under this Contract shall be approved by the Contract Manager. The Department of Mental Health's determination as to satisfactory work shall be final absent fraud or mistake.

5. CONTRACT IS COMPLETE. Other than as specified herein, no document or communication passing between the parties hereto shall be deemed a part of this Contract.

6. CAPTIONS. The clause headings appearing in this Contract have been inserted for the purpose of convenience and ready reference. They do no purport to and shall not be deemed to define, limit or extend the scope or intent of the clauses to which they pertain.

7. PUBLIC HEARINGS. If public hearings on the subject matter dealt with in this Contract are held within one year from the contract expiration date, Contractor will make available to testify the personnel assigned to this Contract at the hourly rates specified in the Contractor's proposed budget.

8. FORCE MAJEURE. No party to this contract shall be deemed to be in default in the performance of the terms of this Contract if either party is prevented from performing the terms of this Contract by causes beyond its control, including without being limited to: acts of God, interference, rulings or decision by municipal, Federal, State or other governmental agencies, boards or commissions; any laws and/or regulations of such municipal, State, Federal, or other governmental bodies; or any catastrophe resulting from flood, fire, explosion, or other causes beyond the control of the defaulting party. If any of the stated contingencies occur, the party delayed by force majeure shall immediately give the other parties written notice of the cause of delay. The party delayed by force majeure shall use reasonable diligence to correct the cause of the delay, if correctable, and if the condition that caused the delay is corrected, the party delayed shall immediately give the other parties written notice thereof and shall resume performance under this Contract.

9. SEVERABILITY. If any provision of this Contract is held invalid by a court of competent jurisdiction, such invalidity shall not affect any other provision of this Contract and remainder of this Contract shall remain in full force and effect. Therefore, the provisions of this Contract are and shall be deemed to be severable.

10. CLIENT CONFIDENTIALITY.

a. For contract involving clients and information regarding clients, the Contractor shall protect from unauthorized disclosure, names and other identifying information concerning persons receiving services pursuant to this contract, except for statistical information not identifying any client. Client is defined as "those persons receiving services pursuant to a DMH funded program." Contractor shall not use such identifying information for any purpose other than carrying out the Contractor's obligations under this contract.

b. Contractor shall promptly transmit to the DMH all requests for disclosure of such identifying information not emanating from the client.

c. Contractor shall not disclose, except as otherwise specifically permitted by this contract or authorized by the client, any such identifying information to anyone other than the DMH without prior written authorization from DMH.

d. For purposes of this section, identity shall include but not be limited to name, identifying number, symbol or other identifying piece of information assigned to the individual, such as a finger or voice print or a photograph which can be used to identify the individual person.

11. AUDITING. If the agreement is for funds in excess of $10,000, the agreement is subject to the examination and audit by the State Auditor for a period of three years after final payment under the agreement.

COUNTY OF SAN MATEO
Inter-Departmental Correspondence
Health System

DATE: November 28, 2012
BOARD MEETING DATE: January 29, 2013
SPECIAL NOTICE/HEARING: None
VOTE REQUIRED: Majority

TO: Honorable Board of Supervisors

FROM: Jean Fraser, Chief of the Health System
Srija Srinivasan, Director, Strategic Operations

SUBJECT: Amendment to the agreement with the State of California's Managed Risk Medical Insurance Board

RECOMMENDATION:
Adopt a Resolution authorizing an amendment to the agreement with the State of California Managed Risk Medical Insurance Board, revising Exhibits A and B of the agreement, extending the term through September 30, 2013, and increasing the amount by $771,277 to $3,575,706.

BACKGROUND:
In 2005 your Board executed an agreement with the State of California's Managed Risk Medical Insurance Board (MRMIB) establishing San Mateo County as the administrator of the County Children's Health Initiative Program (C-CHIP), thereby giving the County access to federal funding through the County Health Initiative Matching Fund created through AB 495 (Diaz 2001). These matching federal funds pay for a portion of the cost to local governments to provide comprehensive health insurance to children in families with incomes ranging from 250% to 300% of the Federal Poverty Level (FPL) who do not qualify for Medi-Cal or Healthy Families. The San Mateo County Healthy Kids program was established in 2003 as the local C-CHIP.

In the past seven years, your Board approved several amendments. In November 2011 your Board approved the ninth amendment to extend the contract term and increase the contract amount.

DISCUSSION:
In October 2011 California Senate Bill 36, sponsored by Senator Simitian, was passed by the legislature to allow counties that extend C-CHIP coverage to uninsured children with income between 300% and 400% of the FPL. In September 2012, the State received approval from the federal government to implement this provision. This amendment revises Exhibits A and B of the contract to meet the new requirements. This amendment will increase by 350 the number of children in the Healthy Kids program for

whom we can access federal matching funds, bringing the total number of children for whom we obtain federal matching funds to approximately 718 children.

The C-CHIP rates are adjusted by the MRMIB on an annual basis. The MRMIB will maintain the current coverage rates for San Mateo County pursuant to the Government Code section 6254(y), the C-CHIP rates are kept confidential from the public records.

The Children's Health Initiative received this amendment late because the State was not able to incorporate the program changes as required from the federal government until after the contract start date of October 1, 2012.

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

Approval of the amendment contributes to the Shared Vision 2025 outcome of a Healthy Community by providing funds to pay for health coverage for children. It is anticipated that 35,000 children will be enrolled into Medi-Cal, Healthy Families, and Healthy Kids.

Performance Measure(s):

Measure	FY 2011-12 Actual	FY 2012-13 Projected
Medi-Cal*, Healthy Families and Healthy Kids	36,330	36,600

*Children enrolled in Full Scope No Share-of-Cost Medi-Cal only.

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FISCAL IMPACT:

The term of the agreement is July 1, 2005 through September 30, 2013, for a maximum obligation of $3,575,706 in funding from the State. Funding is included in the Children's Health Initiative FY 2012-13 Adopted Budget. Approval of this amendment has no Net County Cost impact. The payment provisions and levels of service in the agreement are essentially the same as the prior agreement.

RESOLUTION NO. _____

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

* * * * * *

RESOLUTION AUTHORIZING AN AMENDMENT TO THE AGREEMENT WITH THE STATE OF CALIFORNIA MANAGED RISK MEDICAL INSURANCE BOARD REVISING EXHIBITS A AND B OF THE AGREEMENT, EXTENDING THE TERM THROUGH SEPTEMBER 30, 2013, AND INCREASING THE AMOUNT BY $771,277 TO $3,575,706

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

WHEREAS, in 2005 this Board of Supervisors adopted Resolution 067753, approving an agreement with the State of California's Managed Risk Medical Insurance Board to receive federal matching funds for the Children's Health Initiative Program; and

WHEREAS, in June 2007 this Board of Supervisors adopted Resolution 068825 approving a new rate and authorizing Chief of the Health System to execute contract amendments as long as the modified services are within the current or revised fiscal provisions; and

WHEREAS, in February 2008 this Board of Supervisors adopted Resolution 069285 extending the term of the agreement to July 1, 2005 through June 30, 2008, approving a new rate, and establishing new administrative policies in Exhibit B and D of the agreement; and

WHEREAS, in August 2008 this Board of Supervisors adopted Resolution

069632 extending the term of the agreement to July 1, 2005 through June 30, 2009, and establishing new administrative policies in Exhibit A and B of the agreement; and

WHEREAS, in January 2009 the Chief of the Health System approved the fourth amendment decreasing the premium rates; and

WHEREAS, in August 2009 this Board of Supervisors adopted Resolution 070346 to extend the term of the agreement to July 1, 2005 through June 30, 2010, increase the contract amount to $2,043,013, and establish new administrative policies; and

WHEREAS, in April 2010 the Chief of the Health System approved the sixth amendment to this agreement to adjust rate payments for the period of July 1, 2009 through October 31, 2009, and for the period of November 1, 2009 through June 30, 2010; and

WHEREAS, in October 2010 this Board adopted Resolution 071094 to extend the term of the agreement to July 1, 2005 through September 30, 2010 and increase the contract amount to $2,138,254; and

WHEREAS, in January 2011 this Board adopted Resolution 071240 to extend the term of the agreement to July 1, 2005 through September 30, 2011 and increase the contract amount to $2,504,899; and

WHEREAS, in November 2011 this Board adopted Resolution 071707 to

extend the term of the agreement to July 1, 2005 through September 30, 2012 and increase the contract amount to $2,804,429; and

WHEREAS, both parties now wish to extend the term of the agreement to July 1, 2005 through September 30, 2013, increase the funding amount by $771,277 for a maximum amount of $3,575,706, and revise Exhibits A and B of the agreement; and

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

NOW THEREFORE, IT IS HEREBY DETERMINED AND ORDERED, that the President of the Board of Supervisors 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.

* * * * *

STATE OF CALIFORNIA

STANDARD AGREEMENT AMENDMENT

STD. 213 A (Rev 6/03)

X CHECK HERE IF ADDITIONAL PAGES ARE ATTACHED	Pages	AGREEMENT NUMBER	AMENDMENT NUMBER
		05MHF074	A10
		REGISTRATION NUMBER	
		4280100598468.	

1. This Agreement is entered into between the State Agency and Contractor named below:
   STATE AGENCY'S NAME
   Managed Risk Medical Insurance Board
   CONTRACTOR'S NAME
   County of San Mateo
2. The term of this Agreement is July 1, 2005 through September 30, 2013
3. The maximum amount of this Agreement after this amendment is: $3,575,706 ($771,277 added)
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:

This Agreement is amended for the following purposes:

A. Extend the end of the term to September 30, 2013.
B. Adds $144,000 for FY 11/12 and $627,277 for FY 12/13 for a total of $771,277 to the agreement.
C. Replace Exhibit A and Exhibit B in their entirety
D. Specify the confidential rates of payment as provided in Attachment IV.

The effective date of this amendment is October 1, 2012.

All other terms and conditions shall remain the same.

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

CONTRACTOR

CONTRACTOR'S NAME *(If other than an individual, state whether a corporation, partnership, etc.)*
County of San Mateo

BY *(Authorized Signature)* ✍ | DATE SIGNED *(Do not type)*

PRINTED NAME AND TITLE OF PERSON SIGNING
Don Horsley, County of San Mateo County Board Supervisor

ADDRESS
225 37th Avenue, San Mateo, CA 94403

STATE OF CALIFORNIA

AGENCY NAME
Managed Risk Medical Insurance Board

BY *(Authorized Signature)* ✍ | DATE SIGNED *(Do not type)*

PRINTED NAME AND TITLE OF PERSON SIGNING
Tony Lee, Deputy Director of Administration

ADDRESS
1000 G Street, Suite 450, Sacramento, CA 95814

CALIFORNIA
Department of General Services
Use Only

☒ Exempt per:
Insurance Code sec. 12699.54

EXHIBIT A
SCOPE OF WORK
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EXHIBIT A
SCOPE OF WORK

I. INTRODUCTION

A. Act and Regulation

This Agreement is in accord with and pursuant to Section 12699.50 et. seq., Part 6.4 of Division 2 of the California Insurance Code, which establishes the County Health Initiative Matching Fund, which shall hereinafter be called the County Children's Health Initiative Program (C-CHIP). The Agreement is also in accord and pursuant to Title XXI of the Social Security Act, Public Law 105-33, and its implementing federal regulations, which establishes the State Children's Health Insurance Program (S-CHIP), which provides authorization and federal funding for the Healthy Families Program (HFP), and Title 10, Chapter 5.8 of the California Code of Regulations which is adopted by the Managed Risk Medical Insurance Board to implement the HFP, and shall hereinafter be called the HFP Regulations. Terms and conditions used in the HFP Regulations shall have the same and identical meanings in this Agreement. The C-CHIP develops applications and program materials; receives, processes and screens applications; determines eligibility and conducts eligibility re-determinations; forwards applications; enrolls eligible applicants; and provides health, dental and vision health coverage to S-CHIP eligible subscribers. Senate Bill 36 (Simitian) (Chapter 416, statues 2011), expands potential coverage to uninsured children with income at or below 400 percent of the Federal Poverty Level (FPL) from the previous threshold of 300 percent of FPL. ~~whose family income does not exceed 300% Federal Poverty Level (FPL) and who are not eligible for no-cost Medi-Cal or the HFP, through participating licensed health, dental and vision plans~~. This Agreement is for the purpose of administering the C-CHIP and providing the eligible contractors access to federal funding through the County Health Initiative Matching Fund.

II. CONTRACT TERM

A. Term of Agreement

The term of this Agreement shall be from July 1, 2005, through September 30, ~~2012~~ 2013. The State may exercise the option to negotiate an Agreement for subsequent one-year terms. Such extension shall be by an amendment to this Agreement. Reimbursement rates applicable to each subsequent one-year term shall be negotiated by the parties and included in the amendment. Renewal of the Agreement is contingent upon successful performance by the Contractor, as determined by the State at its sole discretion.

III. DELEGATION

A. Delegation, Delegates and Subcontractors

In Accordance with the Acts and Regulations cited in Exhibit A. Item I of this Agreement and with the federal Centers for Medicare and Medicaid Services' (CMS) approval of California's Title XXI State Plan Amendment the Agreement establish an intergovernmental transfer mechanism for the purpose of using federal and local funding to support C-CHIP. In order to clarify the unique nature and structure of the mechanism and this agreement, the following items are set forth:

1. The State is contracting directly with a local county government and that entity shall be known as the Contractor within this Agreement.

2. The Contractor may delegate to or subcontract with other entities to provide contracted services or meet contract requirements. This may include delegating to or subcontracting with other branches of local county government. The Contractor is responsible to the State for the contracted activities and services provided by any and all delegates and subcontractors.

3. The Contractor shall subcontract with Department of Managed Health Care (DMHC) or Department of Insurance (DOI) licensed health care service plans under the Knox-Keene Health Care Service Plan Act of 1975 for the provision of covered health, dental and specialized (vision) services and benefit that are required by the Agreement. The Contractor shall monitor and evaluate the performance of its subcontractors to assure the State that services are in compliance with the terms of the Agreement and all applicable statutes. These entities shall be known as the Contractor's plans.

4. The Contractor shall provide the State copies of all delegation and subcontract agreements entered into by the Contractor for the provision of services under this Agreement, upon request. The State reserves the right to verify and approve agreements' conformance with the terms of this Agreement.

5. For the purpose of providing county matching funds for the intergovernmental transfer, the Contractor is prohibited from receiving funds from the Contractor's plans and/or the plans' provider networks. Also, the Contractor is prohibited from receiving any State or local obligation reductions based on the intergovernmental transfers and related payments for C-CHIP.

IV. CONTRACTOR ADMINISTRATION RESPONSIBILITIES-ELIGIBILITY ~~&~~ AND ENROLLMENT OPERATIONS:

The Contractor is responsible for all aspects of the day-to-day administration and operations for the C-CHIP. The Contractor may use designees/subcontractors to accomplish the administrative and operational tasks specified in the Agreement. These tasks include maintaining privacy and security of applicant information and subscriber information; initial receipt of applications; mailroom functions; application processing; income screening; eligibility determinations; enrollment; disenrollment; transmission of data to healthcare plans and the State; development and maintenance of data systems; maintaining toll-free telephone line; providing customer service; developing and production of applications and project materials; carrying out project financial administration; conducting re-determinations; and conducting project's appeal process. The operational requirements are detailed in Exhibit A, Item IV of this Agreement.

A. Initial Application Processing

1. The Contractor shall establish and conduct all application processing, including mailroom functions; record tracking of all applications (e.g., initial application and re-determination form) and supporting documentation received/processed; screening of applications; and eligibility determinations of each application. The record tracking process shall have the ability to identify and track applications by at least the following elements: date received, date processed, applicants name and each person being applied for.

2. The Contractor shall establish and maintain processing procedures for premium payments that accompany any application or are received by the mailroom. The procedures shall include record tracking, banking deposit requirements, account posting requirements and financial reconciliation processes.

3. The Contractor shall establish and maintain procedures for evaluating and processing complete and incomplete applications

4. The Contractor shall screen each application to determine whether there are persons eligible for full scope no-cost Medi-Cal and/or the Healthy Families Program (HFP). If as a result of the screening, the family income for each child being applied for is determined to meet no-cost Medi-Cal or HFP requirements, the application and all supporting documentation shall be forwarded to the appropriate State program, if authorized by the applicant.

5. The Contractor shall establish and maintain procedures for tracking and forwarding no-cost Medi-Cal and or HFP eligible applications to

the appropriate State program. ~~The procedures shall include a Contractor record tracking process which has the ability to track applications by date forwarded, applicant's name and persons being applied for.~~

6. The Contractor shall also screen each application to determine whether any person being applied for is enrolled in no-cost Medi-Cal. If, as a result of the screening, it is determined that the person being applied for already has active health coverage through no-cost Medi-Cal, a full eligibility determination is not required and C-CHIP enrollment is not authorized. The Contractor shall establish and maintain procedures to notify applicants in writing of the finding of active health coverage through a State program.

B. Eligibility Determination

1. The Contractor shall review each application for the C-CHIP requirements as specified in Exhibit A, Item I of the Agreement, the Contractor's County eligibility standards and shall determine whether the persons for whom applications ~~is~~ are being made are qualified to participate in C-CHIP. The C-CHIP eligibility period shall be twelve (12) consecutive months.

2. The Contractor shall establish and maintain procedures to notify applicants in writing of the eligibility determination results for each person being applied for and each application forwarded to no-cost Medi-Cal or the HFP within thirty (30) calendar days. The procedures shall include record tracking of all notifications and shall have the ability to track date notification sent, applicant's name and eligibility determination for persons being applied for.

3. The Contractor shall establish and maintain refund procedures for premium payments from applications determined to be ineligible.

4. The Contractor shall establish and maintain procedures for analyzing suspected cases of fraudulent eligibility/enrollment and have fraud prevention safeguards. The procedures shall include review, evaluation and documenting processes for suspected cases of fraud.

5. If a C-CHIP project reaches its enrollment capacity, the Contractor shall maintain a separate data set of names, addresses and telephone numbers of applicants. The Contractor shall maintain a waiting list.

C. Accuracy of Eligibility Determinations

The Contractor is responsible for correct and accurate eligibility determinations based on the complete application. The Contractor shall assure that the State shall be held harmless for any federal disallowance resulting from any Contractor errors in eligibility determinations. The State shall recoup any federal and State disallowances and adjustments from the Contractor including any State costs related to the disallowances.

D. Enrollment and Disenrollment

1. The Contractor shall establish and maintain procedures for enrollment of eligible subscribers and disenrollment of no longer eligible subscribers. The procedures shall be in accordance with the C-CHIP enacting statute, regulations and all other applicable statutes as specified in Exhibit A, Item I of this Agreement.

2. If a person has been determined eligible by the Contractor for the C-CHIP, the Contractor shall enroll the person in the applicant's choice of participating health, dental and vision plans, if choice of plans is available. In the event that any of the selected plans are not available, the Contractor shall contact the applicant for an alternate choice, if choice of plans is available. The Contractor shall document all attempts to obtain the applicant's alternative choice.

3. The Contractor shall establish the effective date of coverage and shall notify the applicant in writing, and shall notify the participating plans, in accordance with Health Insurance Portability Accountability Act of 1996 (HIPAA) standards, of the languages spoken and written, the enrollment information, and the effective date of coverage for each person determined eligible on the application.

4. The Contractor shall establish and maintain a C-CHIP Welcome ~~Letter~~Packet which shall include all necessary program information for new subscribers. The Contractor shall send the Welcome ~~Letter~~Packet out prior to subscribers' effective dates of coverage by postal service in sufficient time to arrive prior to the effective date.

5. If a person has been determined ineligible for continued C-CHIP coverage by the Contractor, the Contractor shall disenroll the person from the plans in which the person is enrolled. The Contractor's reasons for disenrollment shall include the following:

a. The subscriber is found to no longer be eligible, or fails to provide the necessary information, during the annual eligibility review period; or

b. The subscriber attains an age that is no longer eligible for coverage; or

c. The subscriber is determined not to be a citizen, non-citizen national, or a qualified alien eligible for coverage or fails to provide required documentation within established time period; or

d. The applicant fails to pay the required family contribution within the established time period; or

e. The applicant so requests in writing on behalf of the subscriber(s) for whom the applicant has applied; or

f. The applicant has intentionally made false declarations in order to establish C-CHIP eligibility for any subscriber; or

g. The subscriber has died; or

h. Any other applicable C-CHIP disenrollment reason such as mid year re-evaluation.

6. Prior to an involuntary disenrollment of a subscriber, the Contractor shall provide written notification to the applicant at least thirty (30) days prior to the effective date of disenrollment. The notification shall include the reason for disenrollment, the effective date of the disenrollment, and an explanation of the appeal process including the need for the applicant to request continued coverage during appeal process.

7. The Contractor shall notify the applicant and the participating plans of the subscriber's disenrollment in accordance with the statutory requirements specified in Exhibit A, Item I of the Agreement. The Contractor shall notify the applicant in writing when the subscriber is disenrolled from the C-CHIP and such notice shall be sent by postal service within the required time period before the effective date of disenrollment. The notification shall include the reason for disenrollment, the effective date of the disenrollment, and an explanation of the appeal process including the need for the applicant to request continued coverage during appeal process.

8. The Contractor shall mail the applicant for any disenrolled subscribers a notice summarizing each subscriber's eligible months of creditable coverage while enrolled in C-CHIP and the notice shall be in accordance with the federal HIPAA requirements.

E. Change in C-CHIP Enrollment Status

1. The Contractor shall administer and record any changes in enrollment status during any C-CHIP eligibility period. This includes the addition of new subscribers who were not eligible when the applicant applied to C-CHIP, disenrollment of subscribers who are no longer eligible for the C-CHIP, changes in subscribers' plan selections and annual eligibility review evaluations.

2. The Contractor shall recalculate C-CHIP family contribution when adding or disenrolling a subscriber and shall bill the applicant to reflect the revised amounts due. The recalculated family contribution shall not affect the prepaid free month that the family had qualified for prior to the adding or disenrolling a subscriber. The Contractor's data systems shall maintain accessible C-CHIP records including all changes in enrollment of all applicants/subscribers with the date of the enrollment status changes.

F. Processing Correspondence From Applicants

1. Written correspondence and requests from the applicant, which are not determined to be appeals pursuant to the statutory requirements specified in Exhibit A, Section I of this Agreement, shall be defined as correspondence. The Contractor shall establish and maintain procedures to receive, review, process and respond to all correspondence received from applicants.

2. The Contractor shall respond directly to the applicant in writing, in order to inform the applicant about the outcome of the Contractor's review or evaluation of the applicant's inquiry. The written responses shall be completed within ~~five (5) business~~ thirty (30) calendar days.

G. C-CHIP Annual Eligibility Review (AER)

1. The Contractor shall annually reevaluate each C-CHIP subscriber for eligibility to determine whether the persons applied for continue to qualify for coverage, in accordance with the statutory requirements specified in Exhibit A, Section I of this Agreement.

2. The Contractor shall establish and maintain an annual eligibility review (AER) process. The process shall include an AER package that shall be produced in the same languages in which the Contractor's plans produce their HFP materials. The AER packet shall include all applicant, subscriber and household information known to the Contractor and shall be sent prior to each subscriber's anniversary date with C-CHIP. The Contractor shall have the ability to re-generate and resend the AER package, if requested by the applicant.

3. If the Contractor has not received a returned completed AER package within ~~seventy (70)~~thirty (30) calendar days prior to anniversary date, the Contractor shall send out a reminder postcard that informs the applicant that failure to respond by the applicant's anniversary date will result in subscriber disenrollment and that indicates the disenrollment date.

4. The Contractor shall establish and maintain timelines and procedures for the AER process, including procedures for processing complete (or made complete) AER packages. The Contractor shall prioritize AER package processing based on applicants' anniversary dates and pending disenrollment dates in order to maintain C-CHIP eligibility.

5. The Contractor shall review each complete AER package for compliance with the C-CHIP statutory requirements specified in Exhibit A, Section I of this Agreement, the Contractor's County eligibility standards and shall determine if the persons for whom application is being made qualify for continued coverage through the C-CHIP. If subscribers determined ineligible qualify for no-cost Medi-Cal or HFP, their AER packages shall be forwarded to the appropriate State program.

6. The Contractor shall notify the applicant in writing of the results of the eligibility determination for each person whose eligibility is being re-determined at AER. The notice shall include, for each person eligible, the eligibility determination, the plans the listed subscribers are enrolled in, the recalculated family contribution, and the twelve (12) month time period for the eligibility determination. For those subscribers determined ineligible, the notice shall include the eligibility determination, disenrollment date, and an explanation of the appeal process, including the option for the applicant to request continued coverage during appeal process.

7. The Contractor shall establish and maintain AER appeals procedures with established appeal time periods, including the

applicant's ability to request continued coverage during the appeal process.

H. Accuracy of C-CHIP AER Eligibility Determinations

The Contractor is responsible for correct and accurate eligibility determinations based on the complete AER package. The Contractor shall assure that the State shall be held harmless for any federal disallowance resulting from any Contractor errors in eligibility determinations. The State shall recoup any federal and State disallowances and adjustments from the Contractor including any State costs related to the disallowances.

I. C-CHIP Appeals

1. The Contractor shall establish and maintain appeal procedures in accordance with the statutory requirements in Exhibit A, Section I of this Agreement. The appeals shall relate to C-CHIP eligibility. The Contractor shall inform applicants of their benefit related appeal rights to the appropriate licensing agency (Department of Managed Health Care or Department of Insurance). All inquiries not meeting the requirements of a formal appeal shall be responded to as a correspondence, as specified in Exhibit A, Item IV.F of this Agreement.

2. The Contractor shall provide notice of appeal rights in all appropriate appeals correspondence with applicants and shall assure compliance with all established timeframes, including the applicant's right to request continuing eligibility in the C-CHIP while the appeal determination is pending.

3. The Contractor shall maintain all business records of written and oral contacts with applicants, enrollees, subscribers, and their representatives in a manner that will enable such records to be introduced as evidence, pursuant to Evidence Code Section 1271. The Contractor shall have the ability to respond directly to an applicant's authorized representative or other third party for whom the applicant has a signed authorization on file with the Contractor.

4. The Contractor shall receive, review, make appeal determination and respond, in writing, to all C-CHIP requests for continued enrollment and appeals within ~~sixty (60)~~thirty (30) calendar days. The Contractor shall evaluate and determine whether the subscriber is entitled to receive continued enrollment in the C-CHIP and shall respond in writing with its determination. The Contractor

shall also respond, in writing, to the applicant with its appeal determination for all appeals submitted.

5. The Contractor shall establish and maintain procedures for paying medical expenses incurred by applicant due to the Contractor inaccurate determination that delayed or prevented health coverage that was subsequently determined through the appeal process.

6. The Contractor shall establish and maintain a C-CHIP appeals tracking system which has the ability to identify, list, track and report all C-CHIP appeals and requests for continued enrollment, including the date on which appeal and request was received; whether or not each subscriber was granted continued enrollment; the beginning and end date of continued enrollment; the date Contractor made a determination; the findings and determination; and the date written notification was sent to the applicant.

J. Transmission of C-CHIP Enrollment Data

1. The Contractor shall assure the State that it shall transmit enrollment, subscriber data updates, reinstatement and disenrollment information to each participating plan using Electronic Data Interchange (EDI). All EDI transmissions to participating plans shall be in compliance with the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and any applicable regulations.

2. The Contractor shall establish and maintain a secured EDI transmission process to provide participating plan with enrollment data. The process must use industry standard password protection and encryption procedures to maintain C-CHIP security and integrity of the data.

3. The Contractor shall transmit enrollment and financial data to the State in accordance with Exhibit B of this Agreement.

4. The Contractor acknowledges that all Contractors and its designees/subcontractors must be HIPAA compliant and agrees to conduct all operations, and requires all designees and subcontractors, in compliance with HIPAA.

5. The Contractor shall provide EDI instructions and data mapping formats to participating plans upon request. The Contractor shall provide additional technical assistance, by telephone, by email, or in person at the Contractor's site, to plans new to EDI data transmission as plans establish electronic capabilities.

K. C-CHIP Applications and Program Materials

1. The Contractor shall establish and maintain the C-CHIP application and necessary program materials in order to administer the project, in accordance with the statutory requirements specified in Exhibit A, Item I of this Agreement.

2. The Contractor shall translate the application and necessary program materials into the same languages in which the Contractor's plans produce their HFP materials. To assure translation accuracy, the Contractor shall retain certified translation service to conduct initial English to non-English translation.

3. The Contractor shall establish and maintain an adequate inventory of the C-CHIP applications and necessary program materials in the appropriate languages to serve the eligible population in the Contractor's county. The Contractor shall have the ability to replenish its inventory of the C-CHIP applications and necessary program materials, whenever the supply is depleted.

4. The Contractor shall assure that all written materials are understandable by low reading level applicants and subscribers, no higher than a sixth grade reading level.

L. C-CHIP Telephone and Customer Service

1. The Contractor shall establish and maintain a toll-free telephone number for C-CHIP applicants and subscribers; the toll-free line shall be available during normal business hours, Monday-Friday 8:00 am to 5:00 pm.

2. The Contractor shall have sufficient number of trained bilingual staff to provide customer service to the eligible population in the Contractor's county. The Contractor shall also have the capability to provide telephone services via a translation service in any other languages and TDD service for the hearing impaired.

3. The Contractor's toll-free line shall be staffed with personnel trained to:

   a. Answer application status questions regarding C-CHIP;

   b. Answer eligibility questions regarding C-CHIP;

   c. Assist applicants in completing the C-CHIP application;

d. Refer callers to Enrollment Entities to assist with the completion of the application, if so requested;

e. Refer callers to the appropriate County Welfare Department (CWD) for Medi-Cal coverage and the HFP toll-free telephone line for HFP coverage.

f. Answer C-CHIP Annual Eligibility Review questions and status questions;

g. Answer C-CHIP appeal questions and follow-ups;

h. Answer C-CHIP billing questions; and

i. Answer other C-CHIP related questions

M. C-CHIP System Requirements

1. The Contractor shall establish and maintain data systems that support fully integrated C-CHIP eligibility, enrollment and financial/accounting systems. The systems shall have the ability to track all applications received, application eligibility determinations, and shall include an inventory control process for tracking disposition and aging of all applications received. The systems shall also maintain an eligibility determination record for each application for the initial determination and each subsequent determination for additional eligibility periods. The record shall include the exact calculations used to determine C-CHIP eligibility as a permanent record for auditing purposes.

2. The Contractor's systems shall maintain a family contribution program income accounting subsystem with documented internal controls to track all family contribution activity for each applicant and for each eligible and enrolled subscriber for C-CHIP. The system shall have the ability to track initial and ongoing payments by payment type and source, such as check, cash, credit card, and any other payment source. The Contractor's system shall maintain the family contribution historical payment activity for auditing purposes.

3. The Contractor shall establish and maintain a refund system for the C-CHIP, with documented internal controls that shall ensure timely, complete and accurate processing and payment of both automated and manual refunds of family contributions. The Contractor shall ensure that a family contribution payment is verified for validity of funds prior to issuing any refund.

4. The Contractor shall have sufficient dedicated systems, operations and maintenance staff whose sole purpose shall be to assure that the Contractor's system is fully functional and complies with all the administrative requirements within this Agreement.

N. C-CHIP Family Contributions

1. The Contractor shall collect C-CHIP family contributions as specified in the statutory requirements in Exhibit A, Section I of this Agreement, the Contractor's County requirements and as approved by CMS in the 7th California State Plan Amendment, Title XXI.

2. The Contractor shall calculate the amount of C-CHIP family contribution, including any rate changes, balances due, and payments made, and shall notify applicants of their required family contributions.

3. The Contractor shall refund, by check to the applicants, family contributions from applications determined to be ineligible for C-CHIP within ~~ninety (90) calendar days~~ six (6) weeks. Net adjustments to family contributions that result in overpayment shall be ~~credited~~ refunded to the applicant~~'s account~~, except when ~~a refund is requested by~~ the applicant requests a credit to his or her account.

4. The Contractor shall establish and maintain an American Indian/Alaskan Native family contribution exemption in accordance with the statutory and regulatory requirement specified in Exhibit A, Section I of this Agreement.

V. CONTRACTOR RESPONSIBILITIES-HEALTH CARE COVERED SERVICES AND BENEFITS

The Contractor is responsible for all aspects of the administration and provision of covered health care services including health, dental and vision benefits as specified in the HFP regulations. The Contractor shall purchase the covered health care services required in Exhibit A, Section V through subcontracted Department of Managed Health Care (DMHC) or Department of Insurance (DOI) licensed health care service plans. These tasks include maintaining privacy and security of applicant information and subscriber information; enrollment of eligible subscribers; disenrollment of ineligible subscribers; receipt of enrollment data from Contractor's administrator; transmission of enrollment data to healthcare providers; assigning primary care providers when applicable; providing plan ID cards, plan provider directories and plan evidence of coverage booklets; administering plan grievance procedures; administering cultural and linguistic services; administering California Children's Services (CCS) and Serious

Emotional Disturbance (SED) benefits; administering subscriber co-payments; administering clinical quality measures and management practices; development and maintenance of plan data systems; maintaining plan toll-free telephone line; and providing plan customer service. The operational requirements are detailed in this Section V of Exhibit A, of this Agreement.

A. Health Care Service Plan

This Agreement is entered into by the Contractor and the State for the purpose of purchasing and providing health coverage for subscribers determined to be eligible for C-CHIP. The Contractor shall purchase covered health care services from DMHC licensed health care service plans which includes a County Organized Health System. The method of delivery of the insured health benefits shall be a health maintenance organization and/or a preferred provider organization. The Contractor, through its subcontracted plan, agrees to utilize the health maintenance organization and/or the preferred provider organization which includes a County Organized Health System.

B. Dental Care Service Plan

This Agreement is entered into by the Contractor and the State for the purpose of purchasing and providing dental coverage for subscribers determined to be eligible for C-CHIP. The Contractor shall purchase health covered services from DMHC or DOI licensed health care service plans. The method of delivery of the insured dental benefits shall be a dental maintenance organization and/or a preferred provider organization. The Contractor, through its subcontracted plan, agrees to utilize the dental maintenance organization and/or the preferred provider organization.

C. Specialized Health Care Service Plan

This Agreement is entered into by the Contractor and the State for the purpose of purchasing and providing vision coverage for subscribers determined to be eligible for C-CHIP. The Contractor shall purchase health covered services from DMHC or DOI licensed health care service plans. The method of delivery of the insured vision benefits shall be a specialized health care service plan. The Contractor, through its subcontracted plan, agrees to utilize the specialized health care service plan.

D. Geographic Areas Covered

1. The Contractor's plans' participation in the Program is limited to enrollment of Program subscribers who reside in the Contractor's plans' C-CHIP licensed service area accepted by the State. The

geographic area is San Mateo County, California.

2. The Contractor shall ensure that the Contractor's plans C-CHIP geographic coverage shall be the same geographic coverage provided for the HFP.

E. Changing Health Care Providers

1. The Contractor shall ensure that the Contractor's plans have an adequate network of providers to provide services to C-CHIP subscribers and shall establish a mechanism to ensure adequate access to the providers. These providers (institutional and professional) are listed in the Contractor's plans' Provider Directories. The Contractor agrees to provide copies of the Provider Directories to the State upon request.

2. Health, dental and specialized (vision) care providers shall be deemed added to or deleted from the Contractor's plans Provider Directories as contracts between the Contractor's plans and health, dental and specialized (vision) care providers begin or end.

3. The Contractor agrees to maintain the availability of those providers listed at any time during the benefit year in the Contractor's plans' Provider Directories until the end of the benefit year, if elimination of the provider would impact twenty-five (25) or more subscribers enrolled with the Contractor's plans through C-CHIP. For the purpose of this section, the term "provider" may refer to a solo practitioner, a provider group or a clinic.

4. Item IV.E.3 above shall not apply if the withdrawal of a provider from the Contractor's plan's network was done at the request of the provider or is part of the Contractor's plan's activities to obtain or retain National Committee for Quality Assurance/Joint Commission on the Accreditation of Healthcare Organizations (NCQA/JCAHO) accreditation, or is initiated by the Contractor's plan for cause.

F. Eligibility

All subscribers who are determined C-CHIP eligible and not placed on the waiting list by the Contractor in accordance with the C-CHIP statute and all other applicable statutes and regulations are eligible to enroll in a health, dental and specialized (vision) plan. The Contractor certifies that its enrollment process will not be prejudicial to the participating health, dental and specialized (vision) plans.

G. Conditions of Enrollment

The Contractor shall ensure that the Contractor's health, dental and specialized (vision) plans shall enroll all C-CHIP eligible subscribers on the effective date of coverage specified by the Contractor.

H. Disenrollment

1. The Contractor shall ensure that the Contractor's health, dental and specialized (vision) plans shall disenroll subscribers when notified to do so by the Contractor on the date specified by the Contractor.

2. In no event shall any individual subscriber be entitled to the payment of any benefits with respect to health, dental and specialized (vision) care services rendered, supplies or drugs received or expense incurred following termination of coverage consistent with state and federal law. For the purposes of this Agreement, a charge shall be considered incurred on the date the service or supply giving rise to the charge is rendered or received.

I. Commencement of Coverage

Coverage shall commence for a subscriber at 12:01 a.m. on the day designated by the Contractor as the effective date of coverage.

J. Identification Cards, Provider Directory, and Evidence of Coverage

1. The Contractor shall ensure that the Contractor's health, dental and specialized (vision) plans, no later than the effective date of coverage, issue to applicants on behalf of subscribers an Identification Card, Provider Directory, and Evidence of Coverage booklet setting forth a statement of the services, benefits, and grievance procedure to which the subscriber is entitled. The Contractor agrees that the materials sent to applicants on behalf of subscribers shall also include information to subscribers regarding how to access services. The information shall be in addition to the description provided in the Evidence of Coverage booklet. Examples of acceptable forms of information include, but are not limited to: a brochure on How to Access Services, inclusion in a cover letter of the specific pages in the Evidence of Coverage booklets relating to accessing services, or a magnet listing the telephone numbers to call to schedule an appointment with providers.

2. The Contractor through its subcontracted plans shall ensure that ~~thirty (30)~~ fifteen (15) calendar days prior to the start of a new

benefit year each applicant on behalf of the subscribers enrolled in the Contractor's plan shall be issued an updated Evidence of Coverage booklet setting forth a statement of the services and benefits to which the subscriber is entitled in the next benefit year.

3. The Contractor shall ensure that the Contractor's plans' Provider Directories are updated and distributed by the Contractor's plans to applicants on behalf of subscribers whenever there is a material change in the Contractor's plans' provider networks.

4. The Contractor's plans' Provider Directories shall indicate the language capabilities of the providers.

5. The Contractor shall provide copies of the Contractor's plans' Evidence of Coverage booklets and Provider Directories to any person requesting such materials, by telephone or in writing, within ten (10) calendar days of the request.

6. The Contractor shall send the State, upon request; copies of the Contractor's plans updated Evidence of Coverage Booklets and updated Provider Directories.

7. Written informational material provided to subscribers shall be no higher than a sixth grade reading level and that is approved by the State, to the extent that compliance with this provision does not conflict with regulatory agency directives or other legal requirements.

K. Primary Care Provider Assignment **(HMOs and DMOs only)**

1. The Contractor, through its subcontracted plans, agrees to ensure that all subscribers shall be enrolled with a primary care physician within thirty (30) days of the effective date of coverage in the plan. The Contractor shall provide the Contractor's health and dental plans with the name of each subscriber's chosen primary care provider, if the name of the primary care provider is listed on the C-CHIP application. If the Contractor assigns a primary care provider to a subscriber, the Contractor shall use a fair and equitable method of assignment from the Contractor's plans' provider networks and shall promptly notify subscribers of the selection and of the opportunity to change the assigned primary care providers. The method of assignment shall take into account the geographic accessibility and language capabilities of providers. The Contractor shall ensure that the Contractor's plans notify the primary care providers promptly that they have been chosen by the subscriber or assigned by the Contractor.

2. Whenever the Contractor's plans assign a subscriber to a group or clinic, the Contractor shall ensure that the Contractor's plans notify the subscriber of his or her right to select a new primary care provider immediately or at any future time, including such time as the selected primary care provider is no longer affiliated with the clinic. The Contractor shall ensure that the Contractor's plans notify the subscriber of his or her rights immediately after the assignment to the clinic has been made.

L. Right to Services

Possession of the Contractor's Plan Identification Cards confers no right to services or other benefits of the C-CHIP. To be entitled to services or benefits, the holder of the card must, in fact, be a subscriber enrolled in the C-CHIP. Therefore, any person receiving services or other benefits to which he or she is not then entitled pursuant to the provisions of this Agreement, including the law specified in Exhibit A, Item I, is personally responsible for the cost of all health care services.

M. Enrollment Data

The State and the Contractor agree to the following regarding the transmission, receipt, and maintenance of enrollment data.

1. The Contractor shall ensure that the Contractor's plans transmit subscriber enrollment and disenrollment information, subscriber data updates, as well as transfer and reinstatement information, to the Contractor's health, dental and specialized (vision) plans using Electronic Data Interchange (EDI). The Contractor shall ensure that the Contractor's plans accept the information via EDI. The Contractor shall receive the transmitted information, data and file sent through the EDI in a manner and format that comply with HIPAA standards for electronic transactions and code sets.

2. The Contractor shall ensure that the Contractor's plans accept written confirmation of enrollments from the Contractor, in the event that system errors cause enrollment transactions to be delayed. The Contractor agrees that the written confirmations are valid and acceptable alternative notifications to the Contractor's plans until the failed or delayed enrollment transaction can be generated and sent to the Contractor's plans.

3. The Contractor shall ensure that the Contractor's plans provide EDI instructions and data mapping formats to the Contractor's plans upon request. The Contractor shall provide additional technical assistance to Contractor's plans in order to establish electronic

capability.

N. Traditional and Safety Net Providers

The Contractor shall ensure that the Contractor's plans establish, with traditional and safety net providers as described in Article 4 of the HFP regulations, network membership and payment policies which are no less favorable than its policies with other providers.

O. Public Awareness

1. The Contractor shall ensure that all public awareness efforts by the Contractor's plans have been approved by the Contractor before being released in public and must be in compliance with the requirements of the Knox-Keene Health Care Service Plan Act of 1975, including amendments and applicable regulations.

2. The Contractor shall ensure that the Contractor's plans do not directly, indirectly, or through its agents, conducting in person, door to door, mail or telephone solicitation of applicants for enrollment and that the Contractor's plans are prohibited from these activities

3. The Contractor shall ensure that the Contractor's plans' marketing shall be in compliance with all applicable statutes and regulations as specified in Exhibit A, Item I of this Agreement.

P. Telephone Customer Service for Plan Subscribers

The Contractor shall ensure that the Contractor's plans provide a toll free telephone number for applicant and subscriber plan inquiries. This telephone service shall be available on regular business days from the hours of 8:30 a.m. to 5:00 p.m. Pacific Standard Time. The Contractor's plans shall provide staff bilingual in English and Spanish during all hours of telephone service. The Contractor's plans shall have the capability to provide telephone services via an interpretive service for all limited English proficient (LEP) persons.

Q. Grievance Procedures

1. Department of Managed Health Care Licensees:

a. The Contractor shall ensure that the Contractor's plans establish grievance procedures to resolve issues arising between themselves and subscribers or applicants acting on behalf of subscribers. The Contractor's plans processes shall provide a written response to subscriber grievances

and resolution of subscriber grievances as required by Contractor's plans licensing statute, the Knox-Keene Health Care Service Plan Act of 1975, as amended. These procedures shall be described in the Contractor's plans Evidence of Coverage booklet.

b. The Contractor shall ensure that the Contractor's plans report to the Contractor and the State by February 1 of each year, in a format determined by the State, the number and types of benefit grievances filed by subscribers and by applicants on behalf of subscribers in the previous calendar year in the C-CHIP. Benefit grievances include, but are not limited to, complaints about waiting time for appointments, timely assignment to a provider, issues related to cultural or linguistic sensitivity, difficulty with accessing specialists and the administration and delivery of health care benefits in the C-CHIP.

2. Department of Insurance Licensees:

a. The Contractor shall ensure that the Contractor's plans establish grievance procedures to resolve issues arising between themselves and subscribers or applicants acting on behalf of subscribers. The Contractor's plans processes shall include all features required for health care, dental and/or specialized service plans pursuant to the Knox-Keene Health Care Service Plan Act of 1975, as amended, and shall provide a written response to subscriber grievances and resolution of subscriber grievances as required by the Knox-Keene Act. These procedures shall be described in the Contractor's plans Certificate of Insurance booklet.

2. The Contractor shall ensure that the Contractor's plan report to the Contractor and the State by February 1 of each year, in a format determined by the State, the number and types of benefit grievances filed by subscribers and by applicants on behalf of subscribers in the previous calendar year in the Program. Benefit grievances include, but are not limited to, complaints about waiting time for appointments, timely assignment to a provider, issues related to cultural or linguistic sensitivity, difficulty with accessing specialists and the administration and delivery of health care benefits in the C-CHIP.

R. Cultural and Linguistic Services

1. Linguistic Services

a. The Contractor shall ensure that the Contractor's plans and their providers comply with Title 6 of the Civil Rights Act of 1964 (42 U.S.C. Section 2000d, and 45 C.F.R. Part 80) which prohibits recipients of federal financial assistance from discriminating against persons based on race, color or national origin. This is interpreted to mean that a limited English proficient (LEP) individual is entitled to equal access and participation in federally funded programs through the provision of bilingual services.

b. The Contractor shall ensure that the Contractor's plans provide twenty-four (24) hour access to interpreter services for all (LEP) subscribers seeking health services within the Contractor's plans provider networks. The Contractor's plans shall use face-to-face interpreter services, if feasible. If face-to-face interpreter services are not feasible, the Contractor's plans may use telephone language lines for interpreter services. The Contractor shall ensure that the Contractor's plans develop and implement policies and procedures for ensuring access to interpreter services for all LEP subscribers, including, but not limited to, assessing the cultural and linguistic needs of its subscribers, training of staff on the policies and procedures, and monitoring its language assistance program. The Contractor shall ensure that the Contractor's plans' procedures include ensuring compliance of any subcontracted providers with these requirements.

c. The Contractor shall ensure that when the need for an interpreter has been identified by the provider or requested by a subscriber, the Contractor's plans' provide a competent interpreter for scheduled appointments. The Contractor shall ensure that the Contractor's plans avoid unreasonable delays in the delivery of health care services to persons of limited English proficiency. The Contractor shall ensure that the Contractor's plans instruct the providers within the plan's provider networks to record the language needs of subscribers in the medical record.

d. The Contractor shall ensure that the Contractor's plans and their providers do not require or encourage subscribers to utilize family members or friends as interpreters. After being

informed of his or her right to use free interpreter services provided by the Contractor's plan, a subscriber may use an alternative interpreter of his or her choice at his or her cost. The Contractor shall ensure that the Contractor's plans encourage the use of qualified interpreters. Minors shall not be used as interpreters except in the most extraordinary circumstances, such as medical emergencies. The Contractor shall ensure that the Contractor's plans document the request or refusal of language or interpreter services in the medical records of providers in the Contractor's plans provider networks.

e. The Contractor shall ensure that the Contractor's plan~~s~~' inform subscribers of the availability of linguistic services. Information provided to subscribers regarding interpreter services shall include but not be limited to: the availability of interpreter services to subscribers at no charge; the right not to use family members or friends as interpreters; the right to request an interpreter, during discussions of medical information such as diagnoses of medical conditions and proposed treatment options, and explanations of plans of care or other discussions with providers; the right to receive subscriber materials; and the right to file a complaint or grievance if linguistic needs are not met.

f. The Contractor shall ensure that the Contractor's plans have appropriate bilingual proficiency at medical and non-medical points of contact for providers who list their bilingual capabilities in provider directories. Medical points of contact include advice and urgent care telephone lines and face-to-face encounters with providers who provide medical or health care advice to members. Non-medical points of contact include member/customer service, plan or provider office reception, appointment services, and member orientation sessions.

g. The Contractor shall ensure that the Contractor's plans identify and report the on-site linguistic capability of providers and provider office staff through the plans provider directories.

2. Translation of Written Materials

a. The Contractor shall ensure that the Contractor's plans translate written informing materials for subscribers including, but not limited to, the Evidence of Coverage

booklet; form letters; notice of action letters; consent forms; letters containing important information regarding participation in the health plan; notices pertaining to the reduction, denial, modification, or termination of services; notices of the right to appeal such actions or that require a response from subscribers; notices advising LEP subscribers of the availability of free language assistance services; other outreach materials; and medical care reminders. Written informing materials for subscribers shall be provided a no higher than a sixth grade reading level, to the extent that compliance with this requirement does not conflict with regulatory agency directives or other legal requirements. Translation of these materials shall be in the same languages in which the Contractor's plans produce their HFP materials. The Contractor shall ensure that the Contractor's plans that have members who are unable to read the written materials that have been translated into non-English languages have an alternate form of access to the contents of the written materials.

b. The Contractor shall ensure that the Contractor's plans validate the quality of the translated material. The Contractor shall ensure that the Contractor's plans use different qualified translators during sequential levels of the translation process to ensure accuracy, completeness and reliability of translated materials. The Contractor shall ensure that the Contractor's plans include in the translation process the use of qualified translators for translating and editing, proofreading and professional review.

c. Upon request, the Contractor shall ensure that the Contractor 's plans submit to the Contractor and State one copy of all materials routinely provided to new subscribers pursuant to this Agreement for each language in which the materials are translated.

3. Operationalizing Cultural and Linguistic Competency

a. The Contractor shall ensure that the Contractor's plans develop internal systems that meet the cultural and linguistic needs of its C-CHIP subscribers, in the same manner as for the HFP subscribers. The Contractor shall ensure that the Contractor's plans provide initial and continuing training on cultural competency to staff and providers. Ongoing evaluation and feedback on cultural competency training

shall include, but not be limited to, feedback from subscriber surveys, staff, providers, and encounter/claims data.

b. The Contractor shall ensure that the Contractor's plans report to the Contractor and the State upon request, the linguistically and culturally appropriate services provided and proposed to be provided to meet the needs of limited-English proficient C-CHIP applicants and subscribers. This report shall address types of services including, but not limited to, linguistically and culturally appropriate providers and clinics available, interpreters, marketing materials, information packets, translated written materials, referrals to culturally and linguistically appropriate community services and programs, and training and education activities for providers. The Contractor shall ensure that the Contractor's plans also report its efforts to evaluate cultural and linguistic services and outcomes of cultural and linguistic activities as part of the Contractor's plans ongoing quality improvement efforts. Reported information may include member complaints and grievances, results from membership satisfaction surveys, and utilization and other clinical data that may reveal health disparities as a result of cultural and linguistic barriers. The format for the report shall be the same format as required for the HFP.

S. Covered and Excluded Benefits

1. Except as required by any provision of applicable law, only those benefits described in Article 3, Sections 2699.6700 through 2699.6707, of the HFP regulations shall be covered benefits under the terms of this Agreement. Except as required by any provision of applicable law, those benefits excluded in Article 3 of the Program regulations shall not be covered benefits. The Contractor shall ensure that the Contractor's plans shall set out the plan of coverage in an Evidence of Coverage booklet.

2. The parties understand that terms of coverage under this Agreement are set forth in the Contractor's plans' Evidence of Coverage booklets. In the case of conflicts, terms of coverage set forth in the Evidence of Coverage booklets shall be binding notwithstanding any provisions in this Agreement which are less favorable to the subscriber.

3. The Contractor shall ensure that the Contractor's plans make benefit and coverage determinations. All such determinations shall be subject to the Contractor's plans' grievance procedures.

T. California Children's Services (CCS)

1. The Contractor shall ensure that the Contractor's plans identify subscribers with a suspected CCS condition and shall refer them to the local CCS Program for a full determination of residential, medical and financial eligibility. Once CCS eligibility is determined as defined in Title 22, CCR, Section 41518, medically necessary services to treat a C-CHIP subscriber for a CCS eligible condition shall be provided by the local CCS Program. The Contractor shall ensure that the Contractor's plans provide all medically necessary services including the treatment of CCS conditions when the C-CHIP subscriber does not meet the CCS eligibility requirements to the extent that they are covered services under the HFP. The Contractor shall ensure that the Contractor's plans provide the applicant on behalf of the subscriber referred to CCS with a CCS one page (double sided) informational flyer. The State agrees to provide the Contractor and the Contractor's plans with camera-ready copies of the California Children's Services informational flyer.

2. The Contractor shall ensure that the Contractor's plans implement written policies and procedures for identifying and referring subscribers with suspected CCS eligible conditions to the local CCS Program. The policies and procedures shall include, but not be limited to:

   a. Procedures for ensuring that the Contractor's plans providers are informed of the identity of CCS paneled providers and CCS approved hospitals within the Contractor's plans entire network.

   b. Policies and operational controls that ensure that the Contractor's plans providers perform appropriate baseline health assessment and diagnostic evaluations that provide sufficient clinical detail to establish, or raise a reasonable suspicion, that a subscriber has a CCS eligible medical condition.

   c. Policies and procedures to assure that the Contractor's plans providers refer potentially eligible children to the CCS Program.

   d. Procedures that provide for continuity of care between the Contractor's plans providers and CCS providers.

3. The Contractor shall ensure that the Contractor's plans annually report to the State and Contractor the number of C-CHIP subscribers who were referred to the local CCS program. The first report is due thirty (30) calendar days following the end of the first year of C-CHIP implementation. The format for the report shall be format used for the HFP.

4. Until eligibility for the CCS Program is established, the Contractor shall ensure that the Contractor's plans continue to be responsible for arranging for the delivery of all covered medically necessary health care and case management services for a subscriber referred to CCS. Services which are provided by a CCS paneled provider or approved facility on the date of referral, or afterwards, and which are authorized by the CCS program for a CCS eligible child, shall be paid through the CCS Program at the CCS reimbursement rate retroactively to the provider of services.

5~~6~~. Once eligibility for the CCS Program is established for a subscriber:

a. The Contractor shall ensure that the Contractor's plans continue to provide covered primary care and all other medically necessary covered services other than those provided through the CCS Program for the CCS eligible condition and shall ensure the coordination of services between its primary care providers, the CCS specialty providers and the local CCS Program.

b. The CCS Program shall authorize and pay for the delivery of medically necessary health care services to treat a subscriber's CCS eligible condition. The CCS authorization, on determination of eligibility, shall be to CCS paneled providers and approved facilities, some of which may also be members of the Contractor's plans network. Authorization normally cannot predate the initial referral to the local CCS Program in accordance with Title 22, CCR, Section 42180. Claims for authorized services shall be submitted to the appropriate CCS office for approval of payment.

c. For the purposes of Item V.T.~~6~~5.b, above, initial referral means referral by a Contractor's plans network physician, or by any other entity permissible under CCS regulations.

U. Mental Health: Family Members

The Contractor agrees to involve appropriate family members in the mental health and/or substance abuse services provided to a subscriber

who has experienced family dysfunction and/or trauma to the extent it is required as a course of treatment for the health and recovery of the child.

V. Mental Health: Services for Subscriber Children

The Contractor shall ensure that the Contractor's health plans provide covered benefits that include mental health services in accordance with Section 1372.74 of the California Health and Safety Code, which include the provision of mental health services for children with Serious Emotional Disturbances (SED) or with a serious mental disorder.

W. Other Public Linkages

The Contractor shall, to the extent feasible, create viable protocols for screening and referring subscribers needing supplemental services outside of the scope of benefits described in Article 3 of the HFP regulations to public programs providing such supplemental services for which they may be eligible, as well as for coordination of care between the Contractor and the public programs. Public programs may include but not be limited to: regional centers, programs administered by the Department of Alcohol and Drug Programs, Women, Infants and Children Supplemental Food Program (WIC), lead poisoning prevention and programs administered by local education agencies.

X. Pre-existing Condition Coverage Exclusion Prohibition

No pre-existing condition exclusion period or post-enrollment waiting period shall apply to subscribers.

Y. Exercise of Cost Control

The Contractor shall enforce all contractual agreements for price and administer all existing utilization control mechanisms for the purpose of containing and reducing costs.

Z. Co-Payments

1. The Contractor shall ensure that the Contractor's plans impose co-payments for subscribers as described in Article 3 of the HFP regulations. The Contractor agrees that co-payment maximums as described in Article 3 of the HFP regulations shall be applied for each benefit year and shall be renewed on July 1 of each year. The Contractor shall ensure that the Contractor's plans' Evidence of Coverage or Certificate of Insurance document describe the process to be used by applicants on behalf of subscribers to

document that the annual two hundred and fifty dollar ($250) out-of-pocket family maximum has been reached.

2. The Contractor shall ensure that the Contractor's plans' shall work with its provider networks to provide for extended payment plans for subscribers utilizing a significant number of health services for which co-payments are required. When feasible, the Contractor shall ensure that the Contractor's plans instruct its provider network to offer extended payment plans whenever a family's co-payments exceed twenty-five dollars ($25) in one month.

3. The Contractor shall ensure that the Contractor's plans report the number of subscribers who meet the co-payment maximum in the previous benefit year by October 1 of each year. The format for the report shall be the same format as used in the HFP.

4. The Contractor shall ensure that the Contractor's plans implement an administrative process that waives all co-payments for American Indian and Alaska Native subscribers in the Program.

AA. Coordination of Benefits

The Contractor agrees to coordinate benefits with other group health plans or insurance policies for subscribers in the Program. The Contractor shall ensure that the Contractor's plans' agrees to work with other plans or insurers to provide no more than one-hundred percent (100%) of subscribers' covered medical expenses. The Contractor shall coordinate such that coverage provided pursuant to this Agreement is secondary to all other coverage except for Healthy Families, Medicaid (Medi-Cal) and Access for Infants and Mothers (AIM).

BB. Acts of Third Parties

If a subscriber is injured through the wrongful act or omission of another person, the Contractor shall provide the benefits of this Agreement and the subscriber or applicant on behalf of a subscriber shall be deemed:

1. To have agreed to reimburse the Contractor's plans to the extent of the reasonable value of services allowed by Civil Code Section 3040, immediately upon collection of damages by him or her, whether by action at law, settlement or otherwise, provided that the subscriber is made whole for all other damages resulting from the wrongful act or omission before the Contractor is entitled to reimbursement; and

2. To have provided the Contractor's plans with a lien to the extent of the reasonable value of services provided by the Contractor's plans and allowable under Civil Code Section 3040, provided that the subscriber is made whole for all other damages resulting from the wrongful act or omission before the Contractor is entitled to reimbursement. The lien may be filed with the person whose act caused the injuries, his or her agent, or the court.

CC. Workers' Compensation Insurance

If, pursuant to any Workers' Compensation or Employer's Liability Law or other legislation of similar purpose or import, a third party is responsible for all or part of the cost of health services provided by the Contractor's plans, then the Contractor shall ensure that the Contractor's plans' provide the benefits of this Agreement and the subscriber shall be deemed to have provided the Contractor's plans with a lien on such Workers' Compensation medical benefits to the extent of the reasonable value of the services provided by the Contractor's plans. The lien may be filed with the responsible third party, his or her agency, or the court. For purposes of this subsection, reasonable value shall be determined to be the usual, customary or reasonable charge for services in the geographic area where the services are rendered.

DD. Use of Subcontractors

The Contractor may, in its discretion, use the services of subcontractors to recover on the liens provided for under Items IV.J and IV.K of this Exhibit. The subcontractor's compensation may be paid out of any lien recoveries obtained. The State understands and agrees that lien recoveries are chargeable with a prorata contribution toward the injured person's attorney fees under the Common Fund Doctrine. The Contractor may compromise liens as may be reasonable and appropriately consistent with normal business practices.

EE. Health Insurance Portability and Accountability Act of 1996 Conformity

The State and the Contractor understand that the coverage provided pursuant to this Agreement constitute creditable coverage pursuant to the federal Health Insurance Portability and Accountability Act of 1996. The Contractor shall issue the Certificates of Coverage for disenrolled subscribers.

FF. Interpretation of Coverage

The Contractor shall ensure that the Contractor's plans' Evidence of Coverage booklet provides clear and complete notice of terms of coverage

to C-CHIP subscribers. In the event of ambiguity regarding terms of coverage, the Contractor shall ensure that the Contractor's plans interpret those terms in the interest of the subscriber. In the event of ambiguity regarding an exclusion from coverage, the Contractor shall ensure that the Contractor's plans interpret the language of the exclusion in the interest of the subscriber. Nothing in this provision shall supersede the common law rules for interpretation of insurance contracts.

GG. Measuring Consumer Satisfaction

To the extent that the Contractor and the Contractor's plans elect to conduct consumer satisfaction surveys, the results of the surveys shall be made available to the State for informational purposes.

HH. Standards Designed to Improve the Quality of Care

1. The Contractor assures the State that the Contractor's plans providers shall use, and the Contractor's plans shall monitor, the most recent recommendations of the American Academy of Pediatrics (AAP) with regard to Recommendations For Preventative Pediatric Health Care and the most recent version of the Recommended Childhood Immunization Schedule/United States, adopted by the Advisory Committee on Immunization Practices (ACIP).

2. The Contractor shall ensure that the Contractor's plans notify the applicants associated with all subscriber children enrolled in Contractor's plans through the C-CHIP, on an annual basis, of the recommended schedule of preventive care visits.

II. Quality Management Processes

1. The Contractor represents that the Contractor's plans shall maintain a system of accountability for quality improvement activities, including participation of the governing body of the Contractor's plans' organization, the designation of a Quality Improvement Committee, supervision of the activities of the Medical Director, and the inclusion of contracted physicians and other providers in the Contractor's plans' process of Quality Improvement development and performance. Evidence of such activities shall be provided to the State upon request.

2. The Contractor represents that the Contractor's plans' Quality Management processes have been reviewed and found to be satisfactory by one of the following review organizations: The Joint Commission on the Accreditation of Healthcare Organizations

(JCAHO), the National Committee for Quality Assurance (NCQA), or the California Department of Managed Health Care.

EXHIBIT B
BUDGET DETAIL AND PAYMENT PROVISIONS
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EXHIBIT B
BUDGET DETAIL AND PAYMENT PROVISIONS

I. PAYMENT PROVISIONS

A. General

The Contractor agrees to arrange for the provision of medical benefits and case management services for eligible and enrolled child and infant subscribers as described in Exhibit A.

B. Fees Provided to Contractor

1. As specified in Items I.C and I.D of this Exhibit, the State shall provide Title XXI federal reimbursement to the Contractor based on a flat fee per month for each child subscriber starting in the month of the child's first birthday and ending in the month of the child's eighteenth birthday. This fee is for health, dental and vision benefit expenses. This fee is set forth in Attachment I, Confidential Attachment, Rates of Payment.

2. As specified in Items I.C and I.D of this Exhibit, the State shall provide Title XXI federal reimbursement to the Contractor based on a flat fee per month for each infant subscriber. This monthly fee shall be paid during the first month of enrollment through twelfth months of the infant's life, but shall not exceed twelve payments. This fee is for health, dental and vision benefit expenses. This fee is set forth in Attachment I., Confidential Attachment, Rates of Payment.

3. In cases of subscriber eligibility and enrollment appeals which result in liability of health care costs by the Contractor, the Contractor shall require its contracted plans to arrange for payment to the provider who rendered services. The State shall provide Title XXI federal reimbursement to the Contractor the actual costs of services received. However, the Contractor shall reimburse and claim for such services at any discounted rate that the Contractor's plan may have in place with the provider participating in the C-CHIP and that is accepted by the provider as payment in full.

4. Administrative Costs

a. As specified in Items I.C and I.D of this Exhibit, the State shall provide Title XXI federal reimbursement to the Contractor based on total administrative costs for the month.

b. For the purposes of this Agreement, Administrative Costs are those related to administering the program which include costs related to eligibility determinations and C-CHIP enrollment services, outreach and state support costs. Administrative costs shall not include those costs of providing or directly administering medical services which are already included in the benefit rates set forth in the Confidential Attachment, Rates of Payment.

c. Contractor Administrative Costs must be in accordance with 45 CFR, Part 74, Section 74.27, "Allowable Costs" and the provisions of OMB Circular A-87. In accordance with federal law, Title XXI, Sec. 2105 (a), the State is limiting payments of administrative costs to ten percent (10%) of the combined administrative costs and benefit costs reduced by monthly contributions (or net benefits). Benefit costs are defined as a combination of Items I.B.1 through I.B.3.

d. The State shall receive compensation for State administrative services, based on the non federal share of total State personnel and overhead costs. The State administrative costs shall be equally shared by all contractors currently participating in C-CHIP. The Contractor shall be billed its monthly pro-rata share of total State administrative costs. The Contractor shall pay the applicable non federal share to the CHIM fund. These funds shall be retained for the draw of Title XXI reimbursement and made available to the State for services provided under the Agreement.

e. The Contractor shall receive federal Title XXI reimbursement for actual, justifiable, allowable Administrative Costs of no more than ten percent (10%) of net benefit costs.

5. Retroactive Payments for Subscriber Services

a. As allowed by the State Plan Amendment for C-CHIP, the State agrees to pay retroactively from January 1, 2003 (SPA

filing date) through June 30, 2005, allowable benefit costs for subscribers with effective dates of coverage for the period of retroactivity. The State shall provide Title XXI federal reimbursement to the Contractor based on actual, allowable benefit costs for the county's existing Healthy Kids program enrollment of federally eligible children for the periods of retroactivity. The State reimbursement shall be calculated based on a predetermined flat fee per month for each child and infant subscriber enrolled for each period of retroactivity. This fee is for health, dental and vision benefit expenses for the retroactive claiming periods. These fees and the periods of retroactivity are set forth in Attachment I, Confidential Attachment, Rates of Payment.

b. When the Centers for Medicare and Medicaid Services (CMS) approves State Plan Amendment 19 (SPA 19) for C-CHIP regarding changes enacted in Senate Bill 36 (Chapter 416, statutes 2011), then the State agrees to pay retroactively from January 1, 2012, through the end of the federal fiscal quarter following the date of approval of SPA 19 allowable benefit costs for subscribers with effective dates of coverage for the period of retroactivity who are above three hundred percent (300%) up to four hundred percent (400%) of FPL. The State shall provide Title XXI federal reimbursement to the Contractor based on actual, allowable benefit costs for the county's existing Healthy Kids program enrollment of federally eligible children for the periods of retroactivity. The State reimbursement shall be calculated based on a predetermined flat fee per month for each child and infant subscriber enrolled for each period of retroactivity. This fee is for health, dental and vision benefit expenses for the retroactive claiming periods. These fees and the periods of retroactivity are set forth in Attachment I, Confidential Attachment, Rates of Payment.

6. Offset of Subscriber Contributions

a. As specified in Exhibit A, Item IV.N, the Contractor shall collect a subscriber contribution flat fee per month for each subscriber enrolled.

b. The Contractor shall report to the State the monthly subscriber contributions collected in the Monthly Financial Report as specified in Item I.D of this Exhibit.

c. The State shall reduce the amount of benefit fees paid to the contractor for expenditures described in Item I.D of this Exhibit by the amount of subscriber contributions collected on a monthly basis. Reduction of subscriber contributions shall be based on the actual amount of subscriber contributions collected for the billed month.

C. Payment Schedule

1. The State agrees to draw Title XXI federal fund reimbursement for payments incurred in Items I.B.1 through 4 and the retroactive benefit costs as described in Items I.B.5.b of this Exhibit at the federal matching fund rate of sixty-five percent (65%) for children above two hundred fifty percent (250%) up to three hundred percent (300%) of FPL; and at the federal matching fund rate of fifty percent (50%) for children above three hundred percent (300%) up to four hundred percent (400%) of FPL.

2~~1~~. The State agrees to draw Title XXI federal fund reimbursement for payments incurred in Items I.B.1 through 4 of this Exhibit and return the Contractor's share, minus State administrative costs as set forth in Item I.B.4.d of this Exhibit, monthly in arrears. Payment is contingent on the State approval of the monthly Financial and Enrollment Reports described in Item I D of this Exhibit and the submission of .electronically transferred county funds for the Title XXI reimbursement. The State shall pay the Contractor the Title XXI fund reimbursement within 30 days of the receipt of corresponding County contribution.

3~~2~~. The State agrees to draw Title XXI federal fund reimbursement for the retroactive benefit costs as described in Items I.B.5.b of this Exhibit on a one time basis upon submission of an approved Retroactive Benefit Report and the submission of electronically transferred county funds for the Title XXI reimbursement. Payment shall be made within 30 days of the receipt of County contribution.

D. Financial and Enrollment Reports

1. Monthly Financial Reports

a. The Contractor shall also submit to the State a monthly financial report for children above two hundred fifty percent (250%) up to three hundred percent (300%) of FPL for each month within the federal fiscal quarter by the fifteenth (15th)

day after the end of the federal fiscal quarter with supporting documentation and a certificate attesting the validity of costs and services provided in an electronic and paper format specified by the State.

b. Beginning with the end of the federal fiscal quarter following the date SPA 19 is approved, the Contractor shall also submit to the State a monthly financial report for children above three hundred percent (300%) up to four hundred percent (400%) of FPL for each month within the federal fiscal quarter by the fifteenth (15th) day after the end of the federal fiscal quarter with supporting documentation and a certificate attesting the validity of costs and services provided in an electronic and paper format specified by the State.

cb. The monthly financial reports shall justify and request payment for services provided to program subscribers pursuant to Section I, Items B.1, 2, 3, 4 and 6 of this Exhibit.

dc. The monthly financial reports shall indicate the total county contribution to be transferred by the Contractor to the Children's Health Initiative Matching (CHIM) fund. The report shall indicate how much of the amount being transferred is (i) for children above two hundred fifty percent (250%) to three hundred percent (300%) of FPL, and (ii) for children above three hundred percent (300%) up to four hundred percent (400%) of FPL. The county reimbursement amount on the monthly financial reports will also include the applicable State administrative costs, as determined in Section I, Item B.4.d of this Exhibit, for State administration services provided under this Agreement. Because the period of availability of federal funds is limited to two (2) years, the Contractor shall submit the monthly financial reports no later than ninety (90) days prior to the end of the time limit contained in 45 C.F.R. 95.7 to ensure availability of the federal funds for reimbursement.

ed. The monthly financial reports shall provide adequate documentation for State approval of Title XXI reimbursement for allowable county administrative costs, which will not be in excess of the established ten percent (10%) of net benefits costs for contractor administrative costs.

2. Monthly Enrollment Report

a. The Contractor shall submit to the State monthly enrollment reports along with the monthly financial report described in Exhibit B, Section I, Item D.1, by the fifteenth (15th) day after the end of the federal fiscal quarter in a standardized electronic and paper format specified by the State. The monthly enrollment reports shall be submitted with the corresponding HIPAA compliant enrollment files as specified in Exhibit A, Section IV, Item J.3. The State shall use the monthly enrollment reports to verify the Contractor's calculations of the applicable monthly Title XXI contribution to be transferred to the CHIM fund. Because the period of availability of federal funds is limited to two (2) years, the Contractor shall submit the monthly enrollment reports no later than ninety (90) days prior to the end of the time limit contained in 45 C.F.R. 95.7 to ensure availability of the federal funds for reimbursement.

b. Beginning with the end of the federal fiscal quarter following approval of SPA 19, the Contractor shall submit to the State two separate monthly enrollment reports. Each enrollment report will be in accordance with the requirements set forth in Section I, Item D.2.a. One enrollment report shall be submitted for children between above two hundred fifty percent (250%) up to three hundred percent (300%) of FPL, and the other shall be submitted for children above three hundred percent (300%) up to four hundred percent (400%) of FPL.

3. Retroactive Benefits Payment Report

No later than sixty (60) calendar days after submission of the first set of monthly financial reports, the Contractor shall submit to the State a retroactive benefits payment report covering the periods set forth in Section I, Item B.5 of this Exhibit, along with the supporting enrollment reports in a standardized electronic and paper format specified by the State. The supporting enrollment reports shall be submitted with the corresponding HIPAA compliant enrollment files as specified in Exhibit A, Section IV, Item J.3. The State shall use the enrollment reports to verify eligibility for retroactive payments, as well as the Contractor's calculations of the applicable Title XXI contribution to be transferred to the CHIM fund. The Contractor retroactive benefits payment report submissions shall be in

accordance with submission requirements specified in Exhibit B, Section I, Item D.2.

4. Quarterly Budget Report

a. The Contractor shall submit to the State a quarterly budget report sixty (60) days prior to the start of each federal quarter in a standardized electronic and paper format specified by the State. The quarterly budget report shall include monthly estimates of enrollment and corresponding expenditures in a two-year State fiscal period. A State fiscal period is defined as the twelve-month period beginning July 1 through June 30. This report is a federal requirement, therefore, the State's ability to pay the Contractor is contingent on the timely submission of the quarterly budget report.

b. Upon approval of SPA 19, the Contractor shall make changes to the Quarterly Budget Report if requested by the State.

5. Quarterly Statistical Enrollment Report

a. The Contractor shall submit to the State a quarterly statistical enrollment report by the tenth (10th) day after the end of the quarter in an electronic and paper format as specified by the State. The quarterly statistical enrollment report shall include actual enrollment for each federal quarter, including statistics on new enrollment, disenrollment and ever-enrolled subscribers. This report is a federal requirement; therefore, the State's ability to pay the Contractor is contingent on the timely submission of the quarterly statistical enrollment report.

b. Upon approval of SPA 19, the Contractor shall make changes to the Quarterly Statistical Enrollment Report if requested by the State.

6. Any financial, enrollment, retroactive payment, budget or statistical enrollment report received not completed in accordance with Section I, Items D.1 through 5 of this Exhibit shall be considered unacceptable and returned to the Contractor unprocessed with an explanation of any problems with the financial report. The Contractor may resubmit an acceptable report. The State reserves

the right to make minor corrections to the report and process the reports for payment or reporting with the corrections.

7. Any financial, enrollment, and retroactive benefit payment report submitted as described under Section 1, Items D.1 through 3 of this Exhibit after review and approval by the State shall be considered valid and acceptable for processing of payment for benefit and administrative services provided to program subscribers.

8. The State will notify the Contractor when it has approved the monthly financial report and monthly enrollment report or the retroactive benefits payment report and request submission of the applicable county contribution to be submitted by the Contractor electronically to the State Treasurer's Office. Upon receipt of the county contribution, the State will process the payment of the Title XXI federal reimbursement in accordance with State and federal payment procedures.

II. FISCAL CONTROL PROVISIONS

A. Cost Controls Provided by Contractor

The Contractor shall ensure that the Contractor's plans provide routine monitoring of the cost, quantity, and quality of benefits provided by participating providers to subscribers, for the purpose of determining whether the level, type, and cost of such benefits are appropriate to the health care needs of the subscribers. The system of monitoring utilization shall include reporting to its providers of the findings of the Contractor's plans' monitoring activity.

B. Payment Limitation

Only eligible subscribers whom the Contractor has enrolled in the program are entitled to health services and benefits provided hereunder and only for services rendered or supplies received during the period for which the eligible subscriber is enrolled.

C. Availability of Federal Funds

1. It is mutually understood between the parties that this Agreement may have been written for the mutual benefit of both parties, based on then-existing regulations and federal executive agencies' interpretation and application of relevant regulations and statutes but before ascertaining the availability of Congressional

appropriation of funds, in order to avoid program and fiscal delays which would occur if the Agreement were executed after that determination was made.

2. This Agreement is valid and enforceable only if sufficient funds are made available to the State by the United States Government for the purposes of this program for the fiscal years covered by the term of this Agreement. In addition, this Agreement is subject to any additional restrictions, limitations, or conditions made applicable at any time by:

   a. enactments of Congress

   b. regulations promulgated or amended by federal executive agencies, or

   c. the interpretation or application by federal executive agencies of relevant regulations and statutes that may affect the provisions, terms or funding of this Agreement in any manner.

3. The parties mutually agree that, if Congress does not appropriate sufficient funds for the Program or, as described in Items Exhibit B, II.C.2.a, b and c, restrictions, limitations or conditions affect the provisions, terms or funding of this Agreement, this Agreement shall be amended to reflect any reduction in funds and any restrictions, limitations or conditions that affect the Agreement's provisions, terms or funding.

4. The State has the option to invalidate this Agreement under the 30-day termination clause in Exhibit D, Item I.B, or to amend the Agreement to reflect any reduction in funds.

D. Prior to Fiscal Year/Crossing Fiscal Years

It is mutually agreed between the parties that this Agreement may have been signed and executed prior to the start of the ~~2005-06~~2012-2013 State fiscal year before ascertaining the availability of federal funds allocated through the State budget for the ~~2005-06~~2012-2013 State fiscal year. This Agreement has also been written with a term that crosses State fiscal years, and therefore before ascertaining the availability of legislative appropriation of federal funds for the ~~2011-2012~~2012-2013 and ~~2012-2013~~2013-2014 State fiscal years. This Agreement is valid and enforceable only if sufficient federal funds are made available through the

~~2011-2012~~2012-2013 and ~~2012-2013~~2013-2014 State budgets for the purposes of this program. In addition, this Agreement is subject to any additional restrictions, limitations, or conditions enacted in statute by the State Legislature which may affect the provision, term or funding of this Agreement in any manner. It is mutually agreed that if the State Legislature does not appropriate sufficient funds for this program, the Agreement shall be amended to reflect any reduction in funds.

E. CHIM Fund Encumbrance

There is no specific maximum amount assigned to this Agreement. Rather, the Contractor is paid through a general encumbrance from the CHIM Fund apportioned to the Contractor on an as needed basis. Payments under this Agreement are limited to the provisions of Items I.A. and I.B of this Exhibit.

F. Fiscal Solvency

1. The Contractor warrants that the Contractor's plans licensed by the Department of Managed Health Care shall at all times maintain the reserves required under the Knox-Keene Health Care Service Plan Act of 1975, as amended, and the regulations promulgated there under by the Department of Managed Health Care, including the Tangible Net Equity regulations.

   Evidence of above solvency shall be made available to the State upon request.

2. The Contractor warrants that the Contractor's health insurers, licensed by the Department of Insurance, shall at all times comply with all solvency requirements of its licensing statute and regulations and shall at all time maintain one of the following:

   a. A rating of A+ under Best insurance rating, or

   b. A surplus capable of paying one month of Contractor's paid claims. The amount of one month of the Contractor's paid claims shall be established by averaging claims paid in each of the previous twelve (12) months.

   Evidence of above solvency shall be made available to the State upon request.

G. Federally Funded Programs (Medicare & Medicaid)

The Contractor shall ensure that the Contractor's plans or insurers who participate in the federal Medicaid or Medicare programs remain in good standing with the State Department of Health Services for services provided to Medicaid (Medi-Cal) subscribers, with the federal Centers for Medicare and Medicaid Services for services provided to Medi-Cal or Medicare subscribers, and with the Office of the Inspector General of the Department of Health and Human Services. On request, the Contractor agrees to ensure that the Contractor's plans provide the State immediately with copies of all correspondence received by the plan(s) or insurer(s) from the Department of Health Services, the Centers for Medicare and Medicaid Services, and the Office of the Inspector General of the Department of Health and Human Services which pertains to the plans or Insurers standing with the respective departments. In addition, the Contractor shall immediately notify the State of any investigations in which there are allegations related to fraud, including but not limited to: 1) the receipt of an administrative subpoena from any state or federal agency, unless the plan or insurer is advised that it is not the target or subject of the investigation; 2) the receipt of a grand jury subpoena from any state or federal court, unless the plan or insurer is advised that it is not the target or subject of the investigation; 3) the execution of a search and seizure warrant at any of the selected plan's or insurer's offices or locations related to such investigations; and 4) the filing of any charges against the selected plan or insurer in any state or federal court related to such investigations. The Contractor shall ensure that the Contractor's plans immediately notify the State if the plan or insurer receives a letter of pending sanction or formal corrective action (such as corrective action addressing audit findings or systemic problems) from the State Department of Health Services, the Centers for Medicare and Medicaid Services, or the Office of the Inspector General of the Department of Health and Human Services.

H. Licensure

The Contractor warrants the State that the Contractor's health plan or insurer has a license to provide services under this Agreement from its regulatory agency, the Department of Managed Health Care or the Department of Insurance.

I. Licensing Sanction Notifications

1. The Contractor warrants that the Contractor's plans shall remain in good standing with the Department of Managed Health Care. On

request, the Contractor agrees to ensure that the Contractor's plans provide the State with copies of all correspondence from the Department of Managed Health Care that pertains to the plan standing with its regulatory entity. The Contractor shall immediately notify the State if the Contractor's plans receive a letter of pending sanction or formal corrective action (such as corrective action addressing audit findings or systemic problems) from the Department of Managed Health Care.

2. The Contractor warrants that the Contractor's health insurers shall remain in good standing with the Department of Insurance. The Contractor agrees to ensure that the Contractor's insurers provide the State with copies of all correspondence from the Department of Insurance that pertains to the insurer standing with their regulatory entity. The Contractor shall ensure that the Contractor's insurers immediately notify the State if the insurer receives a letter of pending significant sanction or corrective action from the Department of Insurance.

J. Responsibility for Audit, Investigation and Evaluation Findings

The Contractor shall hold the State harmless for any federal disallowances and adjustments resulting from the Contractor's performance under this Agreement. The State shall recoup any federal and state disallowances and adjustments from the Contractor including any State costs related to the disallowances.

ATTACHMENT I
CONFIDENTIAL RATES OF PAYMENT

This attachment is confidential, and is not open until, at the earliest October 1, 2016. See Exhibit D, Item II.N of this Agreement for the standards governing confidentiality.

HEALTHY FAMILIES PROGRAM RATES

County of San Mateo		**Region 3**
Composite Rates for Health, Dental & Vision		
Current Year Rate:	**Infant Rate**	**Child Rate**
2012/13 (10/1/12-9/30/13)	180.89	78.54
Prior Years Rates for Retroactive Claims		
	Infant Rate	**Child Rate**
2011/12 (10/1/11-9/30/12)	180.89	78.54
2010/11 (10/1/10-9/30/11)	167.11	73.00
2010/11 (7/1/10 -9/30/10	167.11	73.00
2009/10 (11/1/09-6/30/10)	167.11	73.00
2009/10 (7/1/09-10/31/09	172.17	74.93
2008/09 (2/1/09-6/30/09)	157.43	71.92
2007/08	165.63	75.67
2006/07	165.63	75.64
2005/06	165.35	75.39
2004/05	212.11	92.00
2003/04	212.11	92.00
2002/03	226.87	96.90
San Mateo rates for 1-18 years were adjusted to deduct costs for State Supported Services		

COUNTY OF SAN MATEO
Inter-Departmental Correspondence
Health System

Date: December 27, 2012
Board Meeting Date: January 29, 2013
Special Notice / Hearing: None
Vote Required: Majority

To: Honorable Board of Supervisors

From: Jean S. Fraser, Chief, Health System
John Conley, Director, Public Health

Subject: Acceptance of Base Award Augmentation from the California Department of Public Health Tuberculosis Control Branch for the San Mateo County Tuberculosis Prevention and Control Program

RECOMMENDATION:
Adopt a Resolution authorizing the acceptance of a Base Award Augmentation from the California Department of Public Health, Tuberculosis Control Branch for tuberculosis prevention and control activities for FY 2012-13 in the amount of $18,449.

BACKGROUND:
On August 14, 2012, your Board adopted Resolution 72114 authorizing the acceptance of an award from the California Department of Public Health (CDPH), Tuberculosis (TB) Control Branch for tuberculosis prevention and control activities for FY 2012-13. The Base Award was $290,089, and an allotment for food, shelter, incentives and enablers expenditures was $19,135, for a total award of $309,224.

DISCUSSION:
The CDPH has recently identified additional federal funds for FY 2012-13 and is making these funds available to support TB prevention and control activities in local public health jurisdictions through an augmentation to Base Awards. The County's portion is $18,449 and will be used to offset expenses of TB control and prevention work.

The acceptance of the Base Award Augmentation and Resolution have been reviewed and approved by County Counsel as to form.

Approval of this Base Award Augmentation contributes to the Shared Vision 2025 outcome of a Healthy Community by providing funds to identify and case manage patients with TB to prevent spread of the disease. It is anticipated that approximately

61 active TB cases will be case managed by the TB Control Program, with exposed contacts investigated and managed accordingly.

PERFORMANCE MEASURE(S):

Measure	FY 2011-12 Actual	FY 2012-13 Projected
Number of active TB cases that will be case managed by the TB Control Program, with exposed contacts investigated and managed accordingly.*	61	61

* This includes five multi-drug resistant TB cases that require extensive follow-up significantly greater than that required for normal case management

FISCAL IMPACT:

The term of the Base Award Augmentation is July 1, 2012 through June 30, 2013, and the amount is $18,449. The revenue and expenditures associated with this Award are included in the Public Health FY 2012-13 Adopted Budget. There are no required matching funds included in this Award, resulting in no Net County Cost.

RESOLUTION NO. _____

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

* * * * * *

RESOLUTION AUTHORIZING THE ACCEPTANCE OF A BASE AWARD AUGMENTATION FROM THE CALIFORNIA DEPARTMENT OF PUBLIC HEALTH, TUBERCULOSIS CONTROL BRANCH FOR TUBERCULOSIS PREVENTION AND CONTROL ACTIVITIES FOR FY 2012-13 IN THE AMOUNT OF $18,449

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 a Base Award Augmentation from the California Department of Public Health, reference to which is hereby made for further particulars; and

WHEREAS, the California Department of Public Health will provide additional funding to support the Tuberculosis Program for the period of July 1, 2012 through June 30, 2013, in the amount of up to $18,449; and

WHEREAS, this Board has been presented with a form of the Base Award Augmentation and has examined and approved it as to both form and content and desires to execute the Base Award Augmentation.

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 Base Award Augmentation for and on behalf of the County of San Mateo, and the Clerk of this Board shall attest the President's signature thereto.

* * * * * *

ACCEPTANCE OF AWARD

San Mateo County Health Services Agency

FUNDING PERIOD – July 1, 2012 through June 30, 2013

BASE AWARD AUGMENTATION – $18,449

I hereby accept this award. By accepting this award, I agree to the requirements as described in the Standards and Procedures Manual for FY 2012-2013 and any other conditions stipulated by the California Department of Public Health Tuberculosis Control Branch.

_____ _____

Authorized Signature Date

_____ _____

Print Name Title

COUNTY OF SAN MATEO
Inter-Departmental Correspondence
Department of Housing

Date: December 31, 2012
Board Meeting Date: January 29, 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 Ravenswood Family Health Center

RECOMMENDATION:
Adopt a Resolution authorizing an agreement with Ravenswood Family Health Center for FY 2012-13 for a maximum collection of revenue in the amount of $204,500.

BACKGROUND:
Since 2007 Behavioral Health and Recovery Services (BHRS) has contracted with Ravenswood Family Health Center (RFHC) for outpatient mental health services within a primary care setting in San Mateo County, specifically East Palo Alto. Ravenswood provides these services to severely mentally ill or seriously emotionally disturbed residents of San Mateo County who are patients of RFHC.

DISCUSSION:

BHRS seeks to enter into an agreement with RFHC whereby BHRS will provide a Psychiatric Nurse Practitioner to furnish and monitor psychiatric medication under the supervision of a BHRS psychiatrist. BHRS shall track the services provided and invoice RFHC monthly for services rendered. Grant funding for these services, which began July 1, 2012 was just received by RFHC.

BHRS requests your Board to authorize the Chief of the Health System or designee to execute contract amendments which modify the 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.

The contractor has assured compliance with all contract provisions including but not

limited to insurance, hold harmless, non-discrimination and equal benefits.

The agreement contributes to the Shared Vision 2025 outcome of a Healthy Community by providing outpatient mental health services to San Mateo County residents and specifically to residents in the underserved area of East Palo Alto. 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 is one established level of care. The services provided through this Agreement contribute to this measure. It is anticipated that 93% of clients who receive services through this agreement will be maintained at a current or lower level of care.

Performance Measure:

Measure	FY 2011-12 Actual	FY 2012-13 Projected
Percentage of clients maintained at current or lower level of care.	93%	93%

FISCAL IMPACT:

The term of the agreement is July 1, 2012 through June 30, 2013. It is anticipated that this agreement will have a neutral effect on current reimbursements. Projected annual revenue from the program covered in this agreement is $204,500 which has 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 AN AGREEMENT WITH RAVENSWOOD FAMILY HEALTH CENTER FOR FY 2012-13 FOR A MAXIMUM COLLECTION OF REVENUE IN THE AMOUNT OF $204,500

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 Ravenswood Family Health Center shall provide medication assessment and the management of psychiatric medications by a Behavioral Health and Recovery Services Psychiatric Nurse Practitioner for the term July 1, 2012, through June 30, 2013, for a maximum collection of revenue of $204,500; 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 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 RAVENSWOOD FAMILY HEALTH CENTER AND
THE COUNTY OF SAN MATEO

THIS AGREEMENT, entered into this First Day of July, 2012, by and between South County Community Health Center, Inc. dba: Ravenswood Family Health Center, a California non-profit public benefit corporation, hereinafter called "RFHC"; the COUNTY OF SAN MATEO Behavioral Health and Recovery Services, hereinafter called "County".

W I T N E S S E T H:

WHEREAS, RFHC is a Federally-funded Section 330 Community Health Center that seeks to provide health care to people in south San Mateo County and its environs and, with its contracted providers, strives to provide community access to necessary services, while improving the health status of the communities served;

WHEREAS, it is necessary and desirable that County be retained for the purpose of delivery of treatment, including medication assessment and management, for serious mental illnesses on-site and at the East Palo Alto Mental Health Center in addition to the provision of services of a Psychiatric Nurse Practitioner who will conduct intake and care coordination at RFHC, provide "warm hand-offs" to BHRS providers, and facilitate RFHC- BHRS provider communication.

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, Budget and Invoicing
Exhibit C – CMMI Terms and Conditions
Exhibit D —HIPAA Business Associate Agreement
Exhibit E - Hiring Criteria

2. Services to be performed by County
In consideration of the payments set forth herein and in Exhibit "B," County shall perform services for RFHC in accordance with the terms, conditions and specifications set forth herein and in Exhibit "A."

3. **Payments**

In consideration of the services provided by County in accordance with all terms, conditions and specifications set forth herein and in Exhibit "A," RFHC shall make payment to County based on the budget and invoicing requirements and in the manner specified in Exhibit "B." RFHC reserves the right to withhold payment if the RFHC determines that the quantity or quality of the work performed is unacceptable. In no event shall the RFHC's total fiscal obligation under this Agreement exceed TWO HUNDRED FOUR THOUSAND FIVE HUNDRED DOLLARS, ($204,500).

4. **Term and Termination**

Subject to compliance with all terms and conditions, the term of this Agreement shall be from July 1, 2012 through June 30, 2013.

This Agreement may be terminated by County or RFHC or his/her 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 County under this Agreement shall become the property of the RFHC and shall be promptly delivered to the RFHC. Upon termination, the County may make and retain a copy of such materials. Subject to availability of funding, County 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**

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

6. **Relationship of Parties**

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

7. **Hold Harmless**

County shall indemnify and save harmless RFHC, 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 County, or (B) damage to any property of any kind whatsoever and to whomsoever belonging, (C) any sanctions, penalties, or claims of damages resulting from County's failure to comply with the requirements set forth in the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and all Federal regulations promulgated thereunder, as amended, or (D) any other loss or cost, including but not limited to that caused by the concurrent active or passive negligence of RFHC, its officers, agents, employees, or servants, resulting from the performance of any work required of County or payments made pursuant to this Agreement, provided that this shall not apply to injuries or damage for which RFHC has been found in a court of competent jurisdiction to be solely liable by reason of its own negligence or willful misconduct.

The duty of County 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**

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

9. **Insurance**

The County 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 County shall use diligence to obtain such insurance and to obtain such approval. The County shall furnish RFHC with certificates of insurance evidencing the required coverage, and there shall be a specific contractual liability endorsement extending the County's coverage to include the contractual liability assumed by the County pursuant to this Agreement. These certificates shall specify or be endorsed to provide that thirty (30) days' notice must be given, in writing, to RFHC of any pending change in the limits of liability or of any cancellation or modification of the policy.

(1) **Worker's Compensation and Employer's Liability Insurance** The County 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 County 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 will comply with such provisions before commencing the performance of the work of this Agreement.

(2) **Liability Insurance** The County 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 County's operations under this Agreement, whether such operations be by himself/herself or by any sub-County 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:

(a)	Comprehensive General Liability	$1,000,000
(b)	Motor Vehicle Liability Insurance	$1,000,000
(c)	Professional Liability	$1,000,000

RFHC 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 RFHC, its officers, agents, employees and servants shall be primary insurance to the full limits of liability of the policy, and that if the RFHC 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, RFHC 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 County pursuant to this Agreement shall be performed in accordance with all applicable Federal, State, RFHC, and municipal laws, ordinances and regulations, including, but not limited to, the Health Insurance Portability and Accountability Act of 1996 (HIPAA), and the Federal Regulations promulgated thereunder, as amended, and will comply with the Business Associate requirements set forth in Exhibit "D," and the Americans with Disabilities Act of 1990, as amended, and Section 504 of the Rehabilitation Act of 1973, as amended which prohibits discrimination on the basis of handicap in programs and activities receiving any Federal or RFHC financial assistance. Such services shall also be performed in accordance with all applicable ordinances and regulations, including, but not limited to, appropriate licensure, certification regulations, provisions pertaining to confidentiality of records, and applicable quality assurance regulations. In the event of a conflict between the terms of this Agreement and State, Federal, RFHC, or municipal law or regulations, the requirements of the applicable law will take precedence over the requirements set forth in this Agreement.

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

11. **Non-Discrimination and Other Requirements**

A. County 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.* County 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. County's equal employment policies shall be made available to RFHC 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 County to penalties, to be determined by the RFHC Manager, including but not limited to

   i) termination of this Agreement;

To effectuate the provisions of this section, the RFHC Manager shall have the authority to examine County'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 County under the Contract or any other Contract between County and RFHC.

County shall report to the RFHC 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 County 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. County shall provide RFHC with a copy of their response to the Complaint when filed.

12. Dispute Resolution

Any dispute relating to, arising out of or in connection with the validity, interpretation, or performance of this AGREEMENT, the parties agree to resolve their claim or dispute pursuant to binding arbitration. After attempting informal resolution, which may include non-binding mediation, either party may initiate such arbitration.

The parties agree that any unresolved claim or dispute between them shall be submitted to arbitration presided over a neutral arbitrator chosen mutually by the parties who shall contact the American Arbitration Association (AAA) office in San Mateo County and request that said association supply the names of the three neutral arbitrators to the parties for their consideration. If the parties are unable to agree upon one arbitrator then each party shall strike one name from the list and the AAA administrator shall determine who the arbitrator will be. Any claim or dispute between the parties submitted to the arbitration shall be governed by the AAA procedural rules, allowing for limited discovery and a full evidentiary hearing. The decision for the arbitrator shall be binding upon the parties and shall have the same course and effect as a judgment and may be enforced in any court having a jurisdiction.

13. Retention of Records, Right to Monitor and Audit

(a) COUNTY shall maintain all required records for three (3) years after the RFHC makes final payment and all other pending matters are closed, and shall be subject to the examination and/or audit of the RFHC, a Federal grantor agency, and the State of California.

(b) Reporting and Record Keeping: COUNTY shall comply with all program and fiscal reporting requirements set forth by appropriate Federal, State and local agencies, and as required by the RFHC.

(c) COUNTY agrees to provide to RFHC, to any Federal or State department having monitoring or review authority, to RFHC'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 RFHC Superior Court or in 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 State 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 RFHC, to:
Luisa Buada, CEO
Ravenswood Family Health Center
1798 A Bay Road
East Palo Alto, CA 94303

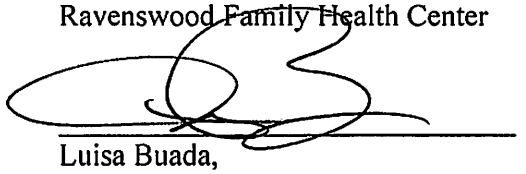
In the case of County, to:
Stephen Kaplan, Director
Behavioral Health and Recovery Services
San Mateo County Health System
225 37th Avenue
San Mateo, CA 91103

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.

Signature Page to Follow.

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

Ravenswood Family Health Center



Luisa Buada,
Chief Executive Officer

Date: 12/14/12

COUNTY OF SAN MATEO

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

Date:_____

ATTEST:

By:_____
Clerk of Said Board

Exhibit A - Services

Services shall be provided to severely mentally ill or seriously emotionally disturbed residents of San Mateo County who are patients of RFHC including but not limited to

- delivery of treatment,
- medication assessment and management,
- at RFHC onsite or at the East Palo Alto Mental Health Center
- provision of services of a Psychiatric Nurse Practitioner who will
    - conduct intake and care coordination at RFHC,
    - provide "warm hand-offs" to BHRS providers, and
    - facilitate RFHC- BHRS provider communication
    - facilitate care transition between RFHC and BHRS services
    - facilitate care transition between inpatient psyche units and RFHC and BHRS services
    - facilitate the furnishing and monitoring of psychiatric medications, as needed, under the supervision of a BHRS psychiatrist

Exhibit "B" - Payments

In consideration of the services provided by County in Exhibit "A", RFHC shall pay County based on the following fee schedule:

A. The County shall be paid a total of TWO HUNDRED FOUR THOUSAND FIVE HUNDRED DOLLARS, ($204,500).for the term of the agreement. Funding to the County will be contingent upon availability of public and private funds received by the United States Federal Centers for Medicaid and Medicare Innovation (CMMI).

B. The County shall invoice the RFHC monthly for services rendered based on the negotiated line item contract below. Payments will be contingent on the timely receipt of quarterly reports as defined by the Centers for Medicaid and Medicare Innovation under the Terms and Conditions of their contract with RFHC, shown in Exhibit "C".

C. Payments received are to cover all costs of the County, including but not limited to, staff expenses, telephone expenses, completion of all trainings, completion of all paperwork, and travel.

D. Personnel expenses must be substantiated and submitted on forms provided by RFHC that track personnel time and activities and are signed by the employee and the supervisor

First Six Months July 1, 2012 to December 31, 2012	Total
Psych Nurse Practitioner	14,978
BHRS Medical Director	14,686
BHRS Adult Clinical Services Manager II	19,301
Subtotal	48,965
Training ($4,000 to support training on motivational interviewing and $3,000 for trauma-informed services)	7,000
Total 1st six months	55,965
Second Six Months, January 1, 2013 to June 30, 2013	
Psych Nurse Practitioner BHRS Med Dir	89,750

	17,624
BHRS Adult Clinical Services Manager II	23,161
Subtotal	130,535
Training ($6,000 to support training on motivational interviewing and $12,000 co-occurring conditions)	18,000
Total	204,500

Exhibit C – CMMI Terms and Conditions

DEPARTMENT OF HEALTH & HUMAN SERVICES
Centers for Medicare & Medicaid Services
7500 Security Boulevard
Baltimore, Maryland 21244-1850

HEALTH CARE INNOVATION AWARDS
COOPERATIVE AGREEMENT
PROGRAM TERMS AND CONDITIONS

DEFINITIONS

The following terms are defined as follows for purposes of these Program Terms and Conditions:

- Days mean calendar days.
- Start Date means the date specified in the Notice of Award.
- Project Quarter means each quarterly period beginning on the Start Date.
- Key Personnel means those considered essential to the work being performed under this award.
- Application means the application submitted by the Recipient in response to the Funding Opportunity Announcement (FOA) for the Health Care Innovation Awards, FON#CMS-1C1-12-0001, including any amendments thereto approved in writing by CMS.

GENERAL AGREEMENT TERMS

Statutory Authority

This award is issued under the authority of the Section 1115A of the Social Security Act (as added by Section 3021 of the Patient Protection and Affordable Care Act (P.L. 111-148), hereinafter referred to as the Affordable Care Act). By receiving funds under this award, the Recipient assures that it will carry out the project as authorized and will comply with the terms and conditions and other requirements of this award.

Role of CMS in a Cooperative Agreement

Under this cooperative agreement, the CMS purpose is to support and stimulate the Recipient's project in a partner role, but CMS will not assume direction, primary responsibility, or a dominant role in the project. Consistent with this concept, the dominant role and primary responsibility for the project as a whole resides with the Recipient, although specific tasks and activities in carrying out the project will be shared between the Recipient and CMS.

Transmittal of NOA

The signed Notice of Award (NOA) is transmitted via postal mail to the Authorized Official (AO). All attachments and information transmitted with the NOA are incorporated into the NOA by reference, including the terms and conditions. The Recipient is accountable for compliance with all requirements, restrictions and terms in the NOA, including without limitation the terms and conditions.

Notification

The Recipient is required to notify the CMS Project Officer (CMS PO) and the CMS Grants Specialist within ten (10) days of any personnel changes affecting the cooperative agreement's Authorized Official, Project Director, other Key Personnel identified in the Application, or the Financial Officer who is responsible for completing the Financial Status Report (SF-425) and the Federal Cash Transactions Report (PSC-272).

Sub-Recipient Equal Treatment

The Recipient must comply with 45 CFR Part 87, including the provision that no State or local government Recipient nor any intermediate organization with the same duties as a governmental entity shall, in the selection of service providers, discriminate for or against an organization's religious character or affiliation.

Green Procurement

To mitigate the environmental impacts of acquisition of IT and other products/equipment, Recipients are encouraged to: (1) participate in "Green procurement" based on the HHS Affirmative Procurement Plan (http://www.hhs.gov/oamp/policies/affirmativeprocurement.pdf) and similar guidance from the Environmental Protection Agency (EPA) and the President's Council on Environmental Quality (CEQ); (2) use electronic products that are Energy Star® compliant and Electronic Product Environmental Assessment Tool (EPEAT) Silver registered or higher when available; (3) activate Energy Star® features on all equipment when available; (4) use environmentally sound end-of-life management practices, including reuse, donation, sale and recycling of all electronic products.

FUNDING REQUIREMENTS

Annual Funding of the Award

The Notice of Award is for three years, with funding determined by CMS prior to the start of each year of the award. Award of these funds offers no guarantee, explicit or implied, that in a subsequent year Federal funds will be made available for the project. Even if funds are made available, CMS reserves the right to reduce those funds based on

determining whether the Recipient has achieved reasonable progress to date or for any other reason, including without limitation any determination under section 1115A(b)(3)(B). In order for the Recipient to be considered for funds in a subsequent year, CMS must determine that the Recipient complied with the terms and conditions and HCIA Program Terms and Conditions Related to FOA # CMS-1C1-12-0001 made reasonable progress in the most recent year that funds were awarded. Reasonable progress includes but is not limited to achieving milestones, cooperating and collaborating with CMS contractors, and complying with all duties, including implementation of the operational plan as approved by CMS.

Use of Funds

All funds provided under this cooperative agreement will be used by the Recipient exclusively for the award through Funding Opportunity Number CMS-1C1-12-0001, now referred to as the Health Care Innovation Awards.
Each award is for a unique cooperative agreement project and funds can be used only for the stipulated project for which funding was awarded. The following are examples of costs for which cooperative agreement funds may not be used (please reference 45 CFR 74.27 and 92.22 for additional guidance):

1. To cover the costs to provide goods or services to individuals that are reimbursable under federal, state, and/or any other insurance programs.
2. To match any other Federal funds.
3. To provide goods, services, equipment, or supports that are the legal responsibility of another party under Federal or State law (e.g., vocational rehabilitation or education services) or under any civil rights laws. Such legal responsibilities include, but are not limited to, modifications of a workplace or other reasonable accommodations that are a specific obligation of the employer or other party.
4. To provide infrastructure for which Federal Medicaid or CHIP matching funds are available such as for certain information systems projects.
5. To supplant existing State, local, or private funding of infrastructure or services such as staff salaries.
6. To be used for data processing software or hardware in excess of the software and personal computers required for staff devoted to the cooperative agreement.
7. To pay for the costs of applying for this award.
8. To pay for or finance goods or services outside of the United States of America (USA), its territories, or the District of Columbia.

The Recipient shall not use the award to provide for anything not related to the target population based on the project described in its Application.

CMS reserves the right to modify any award in scope and funds if CMS determines that it overlaps in scope or geographic area with another HCIA award. CMS further reserves the right to modify the program terms and conditions set forth in this document upon 30 days prior written notice to the Recipient.HCIA Program Terms and Conditions Related to FOA # CMS-1C1-12-0001.

MONITORING, EVALUATION & LEARNING REQUIREMENTS

All relevant project requirements outlined in the FOA apply to this award and are incorporated into these terms and conditions by reference.

Data

The Recipient is expected to collect, secure, and provide data necessary for the monitoring, evaluation, and learning diffusion of the project and cost effectiveness of the grant. Data include but are not necessarily limited to person-level and aggregate data, information on contacts/communications with beneficiaries, the types of interventions delivered to beneficiaries, changes in risk factors from year to year, and information on the costs of operating the cooperative agreement.

The Recipient is responsible for creating the unique identifier that links the beneficiary data such that the beneficiary can be tracked regardless of where they receive health care services and the payer source. This includes but is not limited to linking the beneficiary to Medicaid, Medicare, and/or CHIP data. The Recipient is responsible for providing CMS this data in Excel or another mutually agreeable format and layout by data fields. Recipient must provide all source data, if requested by CMS, such that CMS can independently verify and reconstruct the files that the Recipient sends to CMS. Recipient must comply with an Independent Verification and Validation (IV&V) by CMS of the data and related processes that result in information and reports needed by CMS for this award.

The Recipient will not receive additional reimbursement for providing data or other reasonable information to CMS or another government entity or contractor.

Upon the Recipient's request for CMS data, the CMS PO will provide the Recipient with a CMS Data Use Agreement (DUA). Even if the DUA is approved in whole or in part, CMS cannot guarantee that it will deliver any data to any Recipient or in a timely manner. Depending on the data source, there may be a cost for CMS data that the Recipient must incur if the Recipient wants the data. The Recipient is required to implement their cooperative agreement regardless of whether it receives CMS data and do so in a timely manner that meets their milestones and goals of the grant.

Rights to New Technology or Software

45 CFR part 74.36 and part 92.34 apply to these awards.
As long as Recipients comply with the provisions of the Bayh-Dole Act of 1980 (P.L. 96-517), as amended by the Technology Transfer Commercialization Act of 2000 (P.L. 106-404), and the implementing regulations at 37 CFR part 401, they have the right to retain title to any invention conceived or first actually reduced to practice using cooperative agreement funds. The principal objectives of these laws and the implementing regulations are to promote commercialization of federally funded inventions, while ensuring that inventions are used in a manner that promotes free competition and enterprise without unduly encumbering future research and discovery. The regulation requires the recipient

to develop and commercialize the technology or use patent and licensing processes to transfer cooperative agreement-supported technology to industry for development. Alternatively, unpatented research products or resources may be made available through licensing to vendors or other investigators. Sharing of copyrightable outcomes of research may be in the form of journal articles or other publications.

It is Department of Health and Human Services policy that the results and accomplishments of the activities that it funds should be made available to the public. Awardees are expected to make the results and accomplishments of their activities available to the research community and to the public at large. The full text of the Department of Health and Human Services Grants Policy statement referenced above is available online at http://dhhs.gov/asfr/ogapa/grantinformation/hhsgps107.pdf Page II-68, Intellectual Property.

As part of this award, Recipients are expected to participate in a variety of shared-learning and dissemination activities since a major goal of the cooperative agreements is to enable innovations that gain acceptance be adopted by members of the health care community, consistent with existing law. To support this goal, any cooperative agreement that uses open source software or other types of open source technology, CMS expects to retain a license that allows for its broad distribution. Recipients and all users must comply with the terms and expectations of open source licensing stated at: http://www.opensource.org/licenses/index. The Recipient must provide the software to CMS in a manner that complies with open source licensing.

Technical Assistance/Implementation

The Recipient is required to cooperate with CMS and CMS contractors during the design, implementation, and monitoring of this project. Such cooperation may include adhering to randomization procedures, project-related training, assisting with the development of materials to be used in the project including review and testing, coordinating onsite technical assistance visits, or other activities to support the Recipient's capacity to fully realize its project. The Recipient will cooperate with these contractors and other Recipients to foster project-to-project knowledge transfer of non-proprietary information and to meaningfully participate in technical assistance/implementation conference calls. This cooperation includes that the Recipient will allow CMS or its contractors access to the facilities and systems for these purposes. The Recipient will not interfere with this right to access.

Evaluation

The Recipient is required to cooperate with Federal oversight and research efforts and with CMS' and the CMS contractors' efforts to conduct an independent, Federally-funded evaluation of the project, which may include, without limitation, participation in surveys, interviews, information on the costs of operating the cooperative agreement and other data collection and provision activities, including person-level and aggregate data,

and other requirements that CMS or other Federal agency determines necessary to conduct a comprehensive evaluation. This cooperation includes that the Recipient will allow Federal oversight and research agencies, CMS, and its contractors access to the facilities and systems for these purposes. The Recipient will not interfere with this right to access.

Learning and Diffusion Efforts

The Recipient will fully cooperate with (1) Federal learning and diffusion activities; (2) the related CMS contractor's efforts with respect to the HCIA generally and the project specifically; and (3) other stakeholders on learning and diffusion with respect to the project. This cooperation may include participation in meetings and conferences that CMS determines necessary to conduct learning and diffusion both for this project and other HHS and/or CMS initiatives. A goal of the learning and diffusion efforts is have a process by which a successful innovation gains acceptance and is adopted by members of the health care community, consistent with existing law.

Publicity and Acknowledgement of Federal Funding

All publications, press announcements, posters, oral presentations at meetings, seminars, and any other information-dissemination format, including but not limited to electronic/digital media that is related to this project must include a formal acknowledgement of the CMS, Department of Health and Human Services support, citing the FON as identified on this award document as follows:

> "The project described was supported by Funding Opportunity Number CMS-1C1-12-0001 from Centers for Medicare and Medicaid Services, Center for Medicare and Medicaid Innovation."

Recipients also must include a disclaimer stating the following:

> "Its contents are solely the responsibility of the authors and do not necessarily represent the official views of HHS or any of its agencies."

If the Recipient plans to issue any communication concerning the outcome of HHS grant-supported activities, it must notify CMMI through its CMS PO in advance to allow for coordination. One copy of each publication, regardless of format, resulting from work performed under an HHS cooperative agreement -supported project must accompany the annual or final progress report submitted to CMMI through its CMS PO.

PROJECT IMPLEMENTATION REQUIREMENTS

The Recipient agrees to implement the project as described in its Application. The Recipient will have a maximum of six months for start-up activities from the Start Date. The Application is hereby incorporated into the terms and conditions by reference.

Recipient Operational

By August 10, 2012, the Recipient agrees to submit an Operational Plan outlining processes and milestones including, but not limited to, the following areas:

- Governance and organizational structure of the project and provider network;
- Beneficiary outreach and recruitment as necessary for approved cooperative agreement purposes;
- Information systems and data collection set-up;
- Enrollment eligibility and disenrollment processes;
- Program intervention, implementation, and delivery;
- Participant retention process, as necessary for approved cooperative agreement purposes;
- Quality, financial, and health goals and performance measurement plan;
- Appropriate consideration for privacy and confidentiality;
- Staff recruitment and training;
- Administrative systems and reporting (cooperative agreement oversight, financial reporting and monitoring, data collection, and reporting);
- Timeline for implementation and milestones for achieving beneficiary participation and other metrics included in the Recipient's application;
- Communications management plan; and
- Fraud and abuse prevention, detection, and correction.

Integrated in the Operational Plan should be the roles and responsibilities of Key Personnel and subcontractors. The Recipient must use the Operational Plan to create a quarterly schedule (based on the Start Date) for the timely submission of milestones. The Recipient shall conduct the project in accordance with the Operational Plan, which must be approved by the CMS PO in writing. Upon approval, the Operational Plan will be incorporated into the terms and conditions. The Operational Plan may be amended and revised over the period of performance of this project upon written approval by the CMS PO. The Recipient will notify CMS of any changes it is requesting to its Operational Plan by submitting change pages and/or amendments. Upon CMS approval, amendments or changes to the Operational Plan are incorporated into these terms and conditions by reference on a prospective basis. In addition, the Recipient shall amend the Operational Plan upon CMS request any time during the period of performance of this project.

Pending CMS approval of the Recipient's completed Operational Plan, funding is restricted to program planning activities only. CMS may terminate or suspend further funding under this award if CMS declines to approve the Operational Plan or any amendment to the Operational Plan or if the Recipient declines to amend the Operational Plan as requested by CMS.

Kick-off Telephone Conference Series
In preparation for the Kick-Off Telephone Conference Series the CMS PO and Recipient's Key Personnel will plan for these via conference calls or other appropriate means.

Required Travel

Recipients are expected to participate in all meetings, even if doing so would require travel.

REPORTING REQUIREMENTS

The Recipient shall assume responsibility for the accuracy and completeness of the information contained in all communications, including technical documents, reports and data submitted for this project. The CMS PO shall not direct the interpretation of the data used in preparing any communications, documents, reports, other deliverables, or written materials.

508 Compliance

Recipients must comply with Section 508 of the Rehabilitation Act of 1973 (29 U.S.C. 794d) as amended by the workforce Investment Act of 1998 (P.L. 105-220). Specifically, subsection 508(a)(1) requires that when the Federal Government procures Electronic and Information Technology (EIT), the EIT must allow Federal employees and individuals of the public with disabilities comparable access to and use of information and data that is provided to Federal employees and individuals of the public without disabilities.

Telephone Contact

The Recipient will participate in telephone calls as needed with the CMS PO. The Recipient will be prepared to discuss the status of activities, any goal revisions, activities with partners, any successes/outcomes, any significant challenges and their effect on the project timeline, effective approaches to recommend to other cooperative agreement sites, personnel changes, budgetary changes, problems with CMS project reimbursement processes, technical assistance received, and assistance needed from CMS.

Financial Reports—Standard Form 425 (SF 425)

Recipients must submit a semi-annual electronic SF 425 via the Payment Management System and to the CMS Grants Specialist and CMS PO. The report identifies cash expenditures against the authorized funds for the cooperative agreement. Failure to submit the report may result in the inability to access funds.

Program Progress Reports/Quarterly Reports

CMS Program Progress Reports (PPR) are due quarterly to the CMS Grants Specialist and the CMS PO. These reports are due 30 days from the end of each Project Quarter and must include the reporting elements referenced in 45 CFR 74.51 as applicable. Quarterly reports shall include the status of project activities, a narrative summary of the

period's accomplishments (and any barriers to reaching them). A narrative summary explains the "on the ground" story of how the Recipient's work evolves, documents the challenges encountered, and identifies strategies in responding to challenges and successes. The Quarterly Reports shall include:

- A detailed accounting that includes work breakdown structure by category, time, and personnel of the Recipient's expenditures from the previous quarter and payments received;
- Planned activities over the next quarter;
- Status of the project compared with its schedule;
- Discussion of substantive findings;
- Discussion of findings regarding the self-evaluation and related program improvements;
- Problems encountered or anticipated and their impact on the schedule and implemented or planned solutions; and
- An estimate of the probability of achieving the project's goals over the next quarter.

Quarterly reports shall include an updated, detailed description by month of projected participant enrollments and projected activity expenditures for the entire project duration. CMS reserves the right to require the Recipient to provide additional details and clarifications on the content and format of the reports.

Annual Progress Report

The fourth PPR each year will serve as the Annual Progress Report and will provide a summary of activities occurring during the entire cooperative agreement year, including a detailed discussion of the project's savings as compared to its costs, lessons learned to date, any additional benefits and/or risks from the project, and comparing actual results to targeted results (as described in the Application). CMS reserves the right to require the Recipient to provide additional details and clarifications on the content of the reports.

Final Report

The Recipient will include the following in the Final Report: a complete discussion of project activities, analysis of the effectiveness/success of the project, and description of project activities that will be continued after the cooperative agreement activities have ceased. CMS reserves the right to require the Recipient to provide additional details and clarifications on the content and format of the reports. The Final Report is due within 90 days after the project period end date of the last year of the award.

Management Tool

CMS reserves the right to require Recipients to use a management tool for tracking milestone information. CMS will provide the Recipient with such tool and related instructions.

Communications

CMS will communicate with Recipients primarily by email and telephone. Emails will be sent to the AO and the AO is expected to disseminate the information to all appropriate parties to ensure timely and effective communications. The AO is responsible for having a communications management plan for internal and external communications with all appropriate parties related to this award such that they maintain timely and effective communications throughout the life of the cooperative agreement. The flow of information from CMS to the AO is deemed communication with all appropriate parties to the award. The AO must provide and maintain an accurate email address and telephone number at all times with the CMS PO. Further, if CMS establishes a listserv or other means of providing electronic communications, then Recipients must subscribe to and use that system(s).

SECURITY, NOTICES, AND TRACKING REQUIREMENTS

Privacy and Security of Health Information

The Recipient must put all appropriate administrative, technical, and physical safeguards in place before the project period start date to protect the privacy and security of protected health information in accordance with 45 CFR §164.530(c). The Recipient must meet the security standards, requirements, and implementation specifications as set forth in 45 CFR part 164, subpart C, the HIPAA Security Rule.

Notice Posted

The Recipient agrees to notify the target population of the project, through signage, notices and/or other mechanisms, such as electronic/digital media, that are agreeable to the CMS PO, of the Recipient's participation in the cooperative agreement. Notices must describe the goals and objectives of the funded project. The notice must state that the project(s) tested may not restrict the freedom of choice of providers/services for Medicare, Medicaid and/or CHIP patients in fee-for-service (FFS) plans.

Affirmative Duty to Track All Parties to the Award

Recipient must at a minimum regularly track all parties to the award in both the GSA database that is currently known as the Excluded Parties List System (EPLS), which is migrating to System for Award Management (SAM) and The Office of the Inspector General (OIG) List of Excluded Individuals and Entities (LEIE). The purpose of this affirmative duty is to track all parties that include health care, commercial, non-profit, and other people and entities in order to report immediately to the CMS Grants Specialist and CMS PO those that cannot participate in federal programs or receive federal funds. The Recipient cannot have any persons or entities on the award that cannot participate in federal programs or receive federal funds. If any of these systems are not publicly available, then the Recipient must comply with the purpose and intent of this requirement using a process that meets at least the level of scrutiny provided by these databases.

TERMINATION

Termination for Cause

CMS may terminate this agreement, or any part hereof, if the Recipient materially fails to comply with the terms and conditions of this award, or provisions of law pertaining to agreement performance (including, but not limited to, applicable provisions of the Social Security Act). In addition, CMS may terminate this award if the Recipient fails to provide the Government, upon request, with adequate assurances of future performance. CMS may terminate this award with the Recipient's consent as set forth in 45 CFR 74.61(a)(2). CMS will promptly notify the Recipient in writing of such termination and the reasons for it, together with the effective date. The Recipient must notify the enrolled beneficiaries before the planned day of termination at a time and in a manner designated by CMS. In the event of termination for cause, the Government shall not be liable to the Recipient for any amount for supplies or services not accepted, and the Recipient shall be liable to the Government for any and all rights and remedies provided by law. The Government shall not make any payments beyond the month of the effective date of the termination. In addition to termination, CMS may address material failure to comply with the terms and conditions of this award by taking such other action as set forth in 45 CFR 74.61 and 74.62 and in 45 CFR 92.43.

Termination for Failure of Project

Recipient acknowledges that CMS may terminate this award in accordance with section 1115A(b)(3)(B).

Termination by Recipient

Recipient may terminate this award as set forth in 45 C.F.R. §74.61(a)(3). If the Recipient decides to terminate a portion of the cooperative agreement, CMS may determine that the remaining portion of the cooperative agreement will not accomplish the purposes for which the cooperative agreement was originally awarded. In any such case, the Recipient will be advised of the possibility of termination of the entire cooperative agreement and will be allowed to withdraw its termination request. If the Recipient does not withdraw its request for partial termination, CMS may initiate procedures to terminate the entire cooperative agreement for cause.

OTHER REQUIREMENTS

Indirect Costs *(Ignore: Does not apply to subcontractors)*

All Recipients must provide a federally approved Indirect Cost Rate Agreement to CMS. If a Recipient does not have one, then the Recipient must apply for one and provide it within 30 days of the Start Date.

Bankruptcy

In the event the Recipient or one of its sub-recipients enters into proceedings relating to bankruptcy, whether voluntary or involuntary, the Recipient agrees to provide written notice of the bankruptcy to the CMS Grants Specialist and CMS PO. This written notice shall be furnished within five days of the initiation of the proceedings relating to bankruptcy filing and sent according to the Notice clause of this document. This notice shall include the date on which the bankruptcy petition was filed, the identity of the court in which the bankruptcy petition was filed, a copy of any and all of the legal pleadings, and a listing of Government grant numbers and grant offices for all Government grants against which final payment has not been made.

Scope of Review

The Recipient acknowledges that section 1115A(d)(2) of the Social Security Act precludes administrative and judicial review of certain matters pertaining to projects tested under section 1115A, including the selection of organizations, sites, or participants to test projects and the elements, parameters, scope and duration of projects for testing.

Notices

Any notice shall be in writing and shall be deemed to have been given when received. CMS encourages Recipients to use delivery that provides proof of receipt whether by email, USPS, or a commercial carrier like FedEx, UPS, or the like. The burden to prove receipt of delivery is on the Recipient and all communications must include the appropriate mailstop as part of the full mailing address, if sending hardcopy materials, and include sufficient information to uniquely identify the grant, including the cooperative agreement number.

Exhibit D – Business Associate Agreement

South County Community Health Center, Inc.
Dba: Ravenswood Family Health Center – hereinafter (Covered Entity)
and
San Mateo County Behavioral Health and Recovery Services – hereinafter (Company)

This Business Associate Agreement ("BAA") effective on the last signature date below, is entered into by and between (South County Community Health Center, Inc. Dba: Ravenswood Family Health Center, (Covered Entity) and _____ (Company)

1. **BACKGROUND AND PURPOSE.** The Parties have entered into, and may in the future enter into, one or more written agreements, that require Company to be provided with, to have access to, and/or to create Protected Health Information (the "Underlying Contract(s)"), that is subject to the federal regulations issued pursuant to the Health Insurance Portability and Accountability Act ("HIPAA") and codified at 45 C.F.R. parts 160 and 164 ("HIPAA Regulations"). This BAA shall supplement and/or amend each of the Underlying Contract(s) only with respect to **Company's** Use, Disclosure, and creation of PHI under the Underlying Contract(s) to allow Covered Entity to comply with sections 164.502(e) and 164.314(a)(2)(i) of the HIPAA Regulations. **Company** acknowledges that effective January 1, 2010, as a business associate, it is responsible to comply with the HIPAA Security and Privacy regulations pursuant to Subtitle D of the Health Information Technology for Economic and Clinical Health Act (HITECH), including Sections 164.308, 164.310, 164.312 and 164.316 of title 45 of the Code of Federal Regulations. Except as so supplemented and/or amended, the terms of the Underlying Contract(s) shall continue unchanged and shall apply with full force and effect to govern the matters addressed in this BAA and in each of the Underlying Contract(s).

2. **DEFINITIONS.** Unless otherwise defined in this BAA, all capitalized terms used in this BAA have the meanings ascribed in the HIPAA Regulations, provided, however, that "PHI" and "ePHI" shall mean Protected Health Information and Electronic Protected Health Information, respectively, as defined in 45 C.F.R. § 160.103, limited to the information **Company** received from or created or received on behalf of Covered Entity as Covered Entity's Business Associate. "Administrative Safeguards" shall have the same meaning as the term "administrative safeguards" in 45 C.F.R. § 164.304, with the exception that it shall apply to the management of the conduct of **Company's** workforce, not Covered Entity's workforce, in relation to the protection of that information.

3. **OBLIGATIONS OF THE PARTIES WITH RESPECT TO PHI.**

   3.1. **Obligations of Company.** With regard to its Use and/or Disclosure of PHI, **Company** agrees to:

a. not Use or Disclose PHI other than as permitted or required by this BAA or as Required By Law. [§ 164.504 (e)(2)(ii)(A)] Effective January 1, 2010, **Company** may Use and Disclose Protected Health Information only if its Use or Disclosure is in compliance with each applicable requirement of section 164.504(e) of title 45 of the Code of Federal Regulations.

b. use appropriate safeguards to prevent Use or Disclosure of PHI other than as provided for by this BAA. [§ 164.504 (e)(2)(ii)(B)]

c. report to Covered Entity any Use or Disclosure of PHI not provided for by this BAA of which **Company** becomes aware. [§ 164.504 (e)(2)(ii)(C)]

d. ensure that any agents and subcontractors to whom it provides PHI received from, or created or received by **Company** on behalf of Covered Entity agree to the same restrictions and conditions set forth in the business associate provisions of the HIPAA Regulations that apply through this BAA to **Company** with respect to such information. [§ 164.504 (e)(2)(ii)(D)]

e. within twenty (20) days of receiving a written request from Covered Entity, make available to the Covered Entity PHI necessary for Covered Entity to respond to Individuals' requests for access to PHI about them in the event that the PHI in **Company's** possession constitutes a Designated Record Set. [§ 164.504 (e)(2)(ii)(E)] In the event any individual requests access to PHI directly from **Company**, **Company** shall within five (5) business days forward such request to the Covered Entity. Any denials of access to the PHI requested shall be the responsibility of the Covered Entity.

f. within thirty (30) days of receiving a written request from Covered Entity, make available to the Covered Entity PHI for amendment and incorporate any amendments to the PHI in accordance with 45 C.F.R. Part 164 Subpart E ("Privacy Rule") in the event that the PHI in **Company's** possession constitutes a Designated Record Set. [§ 164.504 (e)(2)(ii)(F)]

g. within thirty (30) days of receiving a written request from Covered Entity, make available to the Covered Entity the information required for the Covered Entity to provide an accounting of disclosures of PHI as required by the Privacy Rule. [§ 164.504 (e)(2)(ii)(G)] **Company** shall provide the Covered Entity with the following information: (i) the date of the disclosure, (ii) the name of the entity or person who received the PHI, and if known, the address of such entity or person, (iii) a brief description of the PHI disclosed, and (iv) one of the following, as applicable: (a) a brief statement of the purpose of such disclosure which includes an explanation that reasonably informs the individual of the basis for such disclosure or in lieu of such statement, (b) a copy of a written

request from the Secretary of Health and Human Services to investigate or determine compliance with HIPAA; or (c) a copy of the individual's request for an accounting. In the event the request for an accounting is delivered directly to **Company**, **Company** shall within seven (7) business days forward such request to the Covered Entity.

h. make its internal practices, books and records relating to the Use and Disclosure of PHI available to the Secretary of HHS for purposes of determining Covered Entity's compliance with the Privacy Rule. [§ 164.504 (e)(2)(ii)(H)]

i. upon the expiration or termination of an Underlying Contract, return to Covered Entity or destroy all PHI, including such information in possession of **Company's** subcontractors, as a result of the Underlying Contract at issue and retain no copies, if it is feasible to do so. If return or destruction is infeasible, **Company** agrees to extend all protections, limitations and restrictions contained in this BAA to **Company's** Use and/or Disclosure of any retained PHI, and to limit further Uses and/or Disclosures to the purposes that make the return or destruction of the PHI infeasible. This provision shall survive the termination or expiration of this BAA and/or any Underlying Contract. [§ 164.504 (e)(2)(ii)(I)]

j. use reasonable commercial efforts to mitigate any harmful effect that is known to **Company** of a Use or Disclosure of PHI by **Company** in violation of the requirements of this BAA.

k. implement Administrative Safeguards, Physical Safeguards, and Technical Safeguards ("Safeguards") that reasonably and appropriately protect the Confidentiality, Integrity, and Availability of ePHI as required by 45 C.F.R. Part 164 Subpart C ("Security Rule"). [§ 164.314 (a)(2)(i)(A)]

l. ensure that any agent and subcontractor to whom **Company** provides ePHI agrees to implement reasonable and appropriate safeguards to protect ePHI. [§ 164.314 (a)(2)(i)(B)]

m. report promptly to Covered Entity any successful Security Incident of which **Company** becomes aware [§ 164.314 (a)(2)(i)(C)]; provided, however, that with respect to attempted unauthorized access, Use, Disclosure, modification, or destruction of information or interference with system operations in an information system affecting ePHI, such report to Covered Entity will be made available upon written request.

n. make its policies, procedures and documentation required by the Security Rule relating to the Safeguards available to the Secretary of HHS for purposes of determining Covered Entity's compliance with the Security Rule. [68 Fed. Reg. 8334, 8359]

o. Effective January 1, 2010, if **Company** accesses, maintains, retains, modifies, records, stores, destroys, or otherwise holds, uses, or discloses Unsecured Protected Health Information (as defined in HITECH Sec. 4402(h)(1)), it shall, following the discovery of a breach of such information, notify the Covered Entity of such breach. Such notice shall include the identification of each individual whose unsecured protected health information has been, or is reasonably believed by **Company** to have been accessed, acquired, or disclosed during such breach. [HITECH Sec. 4402 (b)]

3.2. Permitted Uses and Disclosures of PHI. Except as otherwise specified in this BAA, **Company** may make any and all Uses and Disclosures of PHI necessary to perform its obligations under the Underlying Contract(s). Unless otherwise limited herein, **Company** may:

a. Use the PHI in its possession for its proper management and administration and to carry out the legal responsibilities of **Company** [§ 164.504 (e)(4)(i)];

b. Disclose the PHI in its possession to a third party for the purpose of **Company's** proper management and administration or to carry out the legal responsibilities of **Company**, provided that the Disclosures are Required By Law or **Company** obtains reasonable assurances from the third party regarding the confidential handling of such PHI as required under the Privacy Rule [§ 164.504 (e)(4)(ii)];

c. provide Data Aggregation services relating to the Health Care Operations of the Covered Entity [§ 164.504 (e)(2)(i)(B)]; and

d. de-identify any and all PHI obtained by **Company** under this BAA, and use such de-identified data, all in accordance with the de-identification requirements of the Privacy Rule. [§ 164.502 (d)(1)]

3.3. Obligations of Covered Entity. Covered Entity agrees to timely notify **Company**, in writing, of any arrangements between Covered Entity and the Individual that is the subject of PHI that may impact in any manner the Use and/or Disclosure of that PHI by **Company** under this BAA.

4. TERMINATION BY COVERED ENTITY. Should Covered Entity become aware of a pattern of activity or practice that constitutes a material breach of a material term of this BAA by **Company**, the Covered Entity shall provide **Company** with written notice of such breach in sufficient detail to enable **Company** to understand the specific nature of the breach. Covered Entity shall be entitled to terminate the Underlying Contract associated with such breach if, after Covered Entity provides the notice to **Company**, **Company** fails to cure the breach within a reasonable time period not less than thirty (30) days specified by Covered Entity in such notice; provided, however, that such time period specified by Covered Entity shall be based on the nature of the breach involved. [§§ 164.504 (e)(1)(ii)(A), (B) & 164.314 (a)(2)(i)(D)].

5. MISCELLANEOUS.

5.1. Interpretation. The terms of this BAA shall prevail in the case of any conflict with the terms of any Underlying Contract to the extent necessary to allow Covered Entity to comply with the HIPAA Regulations. The bracketed citations to the HIPAA Regulations in several paragraphs of this BAA are for reference only and shall not be relevant in interpreting any provision of this BAA.

5.2. No Third Party Beneficiaries. Nothing in this BAA shall confer upon any person other than the Parties and their respective successors or assigns, any rights, remedies, obligations, or liabilities whatsoever.

5.3. Amendment. To the extent that any relevant provision of the HIPAA Regulations is materially amended in a manner that changes the obligations of Business Associates or Covered Entities, the Parties agree to negotiate in good faith appropriate amendment(s) to this BAA to give effect to these revised obligations.

IN WITNESS WHEREOF, each of the undersigned has caused this BAA to be duly executed in its name and on its behalf.

COVERED ENTITY	COMPANY
By: _____	By: _____
Print Name: Luisa Buada	Print Name: _____
Print Title: Chief Executive Officer	Print Title: _____
Date: 12/14/12	Date: _____

Hiring Criteria – Exhibit E

1. County will collaborate with RFHC Director of Behavioral Health Programs in the selection of the Psych Nurse Practitioner who will work on the project

2. County employees who are paid from CMMI grant funding must be cleared from the following federal agencies and available for inspection.
    a. https:\\www.exclusions.oig.hhs.gov – search and print out the results and put in the personnel file. Must be cleared before the date of hire
    b. https:\\www.epls.gov - search and print out the results and put in the personnel file. Must be cleared before the date of hire
    c. https\\www.e-verify.uscis.gov - search and print out the results and put in the personnel file. Must be cleared before the date of hire

3. Criminal background check through the County's credentialing vendor should also be in the personnel file and available for inspection.

4. Evidence of clearance from communicable diseases must be available to RFHC for inspection. This includes, annual TB clearance, immunity for varicella, measles, mumps, rubella, and a current TDap vaccine.

5. Licensed personnel must be credentialed with current licenses. Copies of County credentialing and copies of current license to practice in their profession may be required to be presented to RFHC for grant purposes.

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.

Denise Chan
Name of 504 Person - Type or Print

Ravenswood Family Health Center
Name of Contractor(s) - Type or Print

1798A Bay Rd
Street Address or P.O. Box

East Palo Alto, CA 94303
City, State, Zip Code

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

Signature Luisa Buada

CEO
Title of Authorized Official 12/14/2012

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 19, 2012
Board Meeting Date: January 29, 2013
Special Notice / Hearing: None
Vote Required: Majority

To: Honorable Board of Supervisors

From: Jean S. Fraser, Chief, Health System
Brian Zamora, Director, Family Health Services

Subject: Certification Statements for California Children's Services and Child Health and Disability Prevention Program

RECOMMENDATION:
Adopt a Resolution authorizing:
A. The signing of Certification Statements for California Children's Services and Child Health and Disability Prevention Program; and

B. The Chief of the Health System or designee to sign all future Certification Statements for California Children's Services and Child Health and Disability Prevention Programs

BACKGROUND:
The California Department of Health Care Services, Children's Medical Services Branch (CMS) provides health care for children through preventive, diagnostic, treatment, rehabilitation, and follow-up services. CMS requires all cities and counties to submit an annual plan and budget, and provide Certification Statements signed by the local governing body chairperson to indicate approval of the plan and compliance with applicable sections of the State Health and Safety Code.

In San Mateo County the three major programs addressed in the CMS Plan are California Children's Services (CCS), Child Health and Disability Prevention (CHDP), and the Health Care Program for Children in Foster Care. CCS is a State program designed to treat children and youth with certain physically disabling medical conditions through case management, specialized medical treatment and rehabilitation. CHDP is a program that provides regular preventive health assessments to children and youth. Children with suspected health problems are referred for diagnosis and treatment. The Health Care Program for Children in Foster Care, through collaboration with the Human Services Agency, is a public health nursing program that provides expertise in meeting

the medical, dental, mental and developmental needs of children and youth in foster care.

DISCUSSION:
The FY 2012-13 CMS Plan was submitted to the State in November 2012 with the understanding that the Certification Statements for CCS and CHDP would follow. Key features of the plan are: program accomplishments, job descriptions, performance measures and program budget. Signing the Certification statements certifies that the programs will comply with all applicable provisions, rules, and regulations from the California Health and Safety Code, Welfare and Institutions Code, Children's Medical Services Plan and Fiscal Guidelines Manual and Federal Title XIX of the Social Security Act and Title V of the Social Security Act. Submission of the Certification Statements was delayed due to budget uncertainty at the State level, resulting in delayed approval letters issued from CMS Branch. The State has indicated Board approval could be delegated to the Chief of the Health System or her designee in future years. The Resolution delegates this authority.

The Resolution and Certification Statements have been reviewed and approved by County Counsel.

Approval of the Certification Statements contributes to the Shared Vision 2025 outcome of a Healthy Community by providing a variety of health care services to San Mateo County youth. It is anticipated that 90% of children enrolled in California Children's Services will have a primary care provider and 85% of low-income children will be up-to-date on their immunizations at age 2.

PERFORMANCE MEASURE(S):

Measure	FY 2011-12 Actual	FY 2012-13 Projected
Percentage of children enrolled in California Children's Services with a primary care provider	89	90
Percentage of low-income children with up-to-date immunizations at age 2	85	85

FISCAL IMPACT:
There is no fiscal impact as a result of signing the Certification Statements. Budgets for CCS and CHDP have been included in Family Health Services FY 2012-13 Adopted Budget. The estimated Net County Cost for CHDP is $422,491 and for CCS is $432,752.

RESOLUTION NO. _____

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

* * * * * *

RESOLUTION AUTHORIZING: A) THE SIGNING OF CERTIFICATION STATEMENTS FOR CALIFORNIA CHILDREN'S SERVICES AND CHILD HEALTH AND DISABILITY PREVENTION PROGRAMS; AND B) THE CHIEF OF THE HEALTH SYSTEM OR DESIGNEE TO SIGN ALL FUTURE CERTIFICATION STATEMENTS FOR CALIFORNIA CHILDREN'S SERVICES AND CHILD HEALTH AND DISABILITY PREVENTION PROGRAMS

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

WHEREAS, the California Department of Health Care Services requires that an annual comprehensive plan and budget be submitted for programs that are overseen by the State's Children's Medical Services Branch (CMS); and

WHEREAS, in San Mateo County the three major programs addressed in the annual CMS plan include California Children's Services (CCS), and Child Health and Disability Prevention (CHDP), and the Health Care Programs for Children in Foster Care; and

WHEREAS, the State provides Certification Statements for CCS and CHDP that must be signed by the local governing body chairperson to indicate approval of the CMS plan, submitted to the State in November 2012; and

WHEREAS, there has been presented to this Board of Supervisors Certification Statements for the CCS and CHDP programs, and the Board has reviewed and

approved the same.

NOW, THEREFORE, IT IS HEREBY DETERMINED AND ORDERED that the President of the Board of Supervisors is hereby authorized and directed to sign the CCS and CHDP Certification Statements, 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 sign all future certification statements for California Children's Services and Child Health and Disability Prevention Programs.

* * * * * *

San Mateo County
Health System

November 7, 2012

Nida H. Rafol
Administrative Analyst
Children's Medical Services
San Francisco Regional Office
1515 Clay Street, Room 401
Oakland, CA. 94612

Dear Ms. Rafol:

Enclosed please finde one (1) original and (3) copies of the San Mateo county CMS Plan and Budget for FY 2012-2013.

Should you have any questions about the items contained within, please contact Glenn Ibarrientos, PHN, Clinical Services Manager at (650) 753-2828.

The manager and staff of San Mateo County CMS Programs look forward to another year supporting comprehensive health services for children in San Mateo County.

Sincerely,

Glenn Ibarrientos, PHN, CSM
Child Health Services Manager
CHDP Deputy Director
CCS Administrator

Cc: Brian J. Zamora, REHS, MPH
Anand Chabra, MD, Medical Director, CCS, CHDP

Plan and Budget Required Documents Checklist

MODIFIED FY 2012-2013

County/City: San Mateo **Fiscal Year:** 2012-2013

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1.	**Checklist**	1-2
2.	**Agency Information Sheet**	3
3.	**Certification Statements**	
	A. Certification Statement (CHDP) – Original and one photocopy	4-coming
	B. Certification Statement (CCS) – Original and one photocopy	5-coming
4.	**Agency Description**	
	A. Brief Narrative	6-8
	B. Organizational Charts for CCS, CHDP, and HCPCFC	Retain locally
	C. CCS Staffing Standards Profile	Retain locally
	D. Incumbent Lists for CCS, CHDP, and HCPCFC	9-15
	E. Civil Service Classification Statements – Include if newly established, proposed, or revised	None
	F. Duty Statements – Include if newly established, proposed, or revised	None
5.	**Implementation of Performance Measures** – Performance Measures for FY 2009-10 are due November 30, 2011.	**N/A**
6.	**Data Forms**	
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	B. CHDP Program Referral Data	17-18
7.	**Memoranda of Understanding and Interagency Agreements List**	
	A. MOU/IAA List	19-20
	B. New, Renewed, or Revised MOU or IAA	**N/A**
	C. CHDP IAA with DSS biennially	Retain locally
	D. Interdepartmental MOU for HCPCFC biennially	Retain locally
8.	**Budgets**	
	A. CHDP Administrative Budget (No County/City Match)	
	1. Budget Summary	21
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County/City: San Mateo **Fiscal Year:** 2012-2013

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B. CHDP Administrative Budget (County/City Match) - Optional	
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1. Budget Summary	35
2. Budget Worksheet	36-38
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G. Other Forms	
1. County/City Capital Expenses Justification Form	**N/A**
2. County/City Other Expenses Justification Form	**N/A**
9. **Management of Equipment Purchased with State Funds**	
1. Contractor Equipment Purchased with DHCS Funds Form (DHCS1203)	**N/A**
2. Inventory/Disposition of DHCS Funded Equipment Form (DHCS1204)	**N/A**
3. Property Survey Report Form (STD 152)	**N/A**

Agency Information Sheet

County/City: San Mateo **Fiscal Year:** 2012-2013

Official Agency

Name:	Jean Fraser Chief, Health System	Address:	San Mateo County Health Dept.
Phone:	650-573-2585		225 W. 37th Ave., San Mateo, CA 94403

CMS Director (if applicable)

CCS Administrator

Name:	Glenn Ibarrientos	Address:	2000 Alameda De Las Pulgas
Phone:	(650) 573-2828		San Mateo, CA 94403, Suite 200
Fax:	(650) 573-2751	E-Mail:	gibarrientos@smcgov.org

CHDP Director

Name:	Anand Chabra, MD	Address:	2000 Alameda De Las Pulgas
Phone:	(650) 573-3469 (650) 616-2502		San Mateo, CA94403, Suite 200
Fax:	(650) 573-2859 (650) 616-2598	E-Mail:	achabra@smcgov.org

CHDP Deputy Director

Name:	Glenn Ibarrientos	Address:	2000 Alameda De Las Pulgas
Phone:	(650) 573-2828 (650) 616-2501		San Mateo, CA 94403, Suite 200
Fax:	(650) 573-2859 (650) 616-2598	E-Mail:	gibarrientos@smcgov.org

Clerk of the Board of Supervisors or City Council

Name:	John Maltbie	Address:	400 County Center
Phone:	(650) 363-4121		Redwood City, CA 94063
Fax:	(650) 363-1916	E-Mail:	jmaltbie@smcgov.org

Director of Social Services Agency

Name:	Beverly B.Johnson	Address:	400 Harbor Blvd.
Phone:	(650) 802-7559		Belmont, CA 94002
Fax:	(650) 802-7516	E-Mail:	BBJohnson@ co.smcgov.org

Chief Probation Officer

Name:	Stuart Forrest	Address:	222 Paul Scannell Dr.
Phone:	(650) 312-8816		San Mateo, CA 94402
Fax:	(650) 312-5597	E-Mail:	stuforrest@co.smcgov.org

Certification Statement - Child Health and Disability Prevention (CHDP) Program

County/City: San Mateo Fiscal Year: 2012-2013

I certify that the CHDP Program will comply with all applicable provisions of Health and Safety Code, Division 106, Part 2, Chapter 3, Article 6 (commencing with Section 124025), Welfare and Institutions Code, Division 9, Part 3, Chapters 7 and 8 (commencing with Section 14000 and 14200), Welfare and Institutions Code Section 16970, and any applicable rules or regulations promulgated by DHCS pursuant to that Article, those Chapters, and that section. I further certify that this CHDP Program will comply with the Children's Medical Services Plan and Fiscal Guidelines Manual, including but not limited to, Section 9 Federal Financial Participation. I further certify that this CHDP Program will comply with all federal laws and regulations governing and regulating recipients of funds granted to states for medical assistance pursuant to Title XIX of the Social Security Act (42 U.S.C. Section 1396 et seq.). I further agree that this CHDP Program may be subject to all sanctions or other remedies applicable if this CHDP Program violates any of the above laws, regulations and policies with which it has certified it will comply.

Signature of CHDP Director	Date Signed
Signature of Director or Health Officer	Date Signed 11/9/12
Signature and Title of Other – Optional	Date Signed

I certify that this plan has been approved by the local governing body.

Signature of Local Governing Body Chairperson	Date

Certification Statement - California Children's Services (CCS)

County/City: San Mateo Fiscal Year: 2012-2013

I certify that the CCS Program will comply with all applicable provisions of Health and Safety Code, Division 106, Part 2, Chapter 3, Article 5, (commencing with Section 123800) and Chapters 7 and 8 of the Welfare and Institutions Code (commencing with Sections 14000-14200), and any applicable rules or regulations promulgated by DHCS pursuant to this article and these Chapters. I further certify that this CCS Program will comply with the Children's Medical Services Plan and Fiscal Guidelines Manual, including but not limited to, Section 9 Federal Financial Participation. I further certify that this CCS Program will comply with all federal laws and regulations governing and regulating recipients of funds granted to states for medical assistance pursuant to Title XIX of the Social Security Act (42 U.S.C. Section 1396 et seq.) and recipients of funds allotted to states for the Maternal and Child Health Services Block Grant pursuant to Title V of the Social Security Act (42 U.S.C. Section 701 et seq.). I further agree that this CCS Program may be subject to all sanctions or other remedies applicable if this CCS Program violates any of the above laws, regulations and policies with which it has certified it will comply.

Signature of CCS Administrator	11/8/12 Date Signed
Signature of Director or Health Officer	11/9/12 Date Signed
Signature and Title of Other – Optional	Date Signed

I certify that this plan has been approved by the local governing body.

Signature of Local Governing Body Chairperson	Date

SAN MATEO COUNTY
Children's Medical Services
AGENCY NARRATIVE FY 2012-13

Agency Structure:

Three of the Children's Medical Services programs - the Child Health and Disability Prevention Program (CHDP), the Health Care Program for Children in Foster Care (HCPCFC) and California Children's Services (CCS) are in the Family Health Services Division of the San Mateo County Health System. The Health System is a separate agency from Human Services Agency in San Mateo County, though close cooperation and collaboration occurs for many services, including the CMS programs. The program managers for the CMS programs – Anand Chabra, MD, Medical Director for CCS and CHDP and Glenn Ibarrientos, PHN, Clinical Services Manager, Deputy Director for CHDP, HCPCFC and Administrator for CCS report to Brian Zamora, REHS, MPH, the Director of Family Health Services Division.

HCPCFC Services/ Staff Changes:

One public health nurse composes the staff of HCPCFC. She is employed and supervised in the Family Health Services Division and has an office alongside Human Services Agency staff in Child Welfare.

CHDP Staff Changes:

The SrPHN is now 90% CHDP and 10% HCPCFC Services (CPS).

The Administrative Assistant II continues to be 5% CHDP and 95% CCS.

The Clinical Services Manager continues to be 50 % in CCS as the Administrator and 50% as the CHDP Deputy Director.

The Program Coordinator I continues to be 50% CHDP (Dental) and 50% Family Health Services Contract Administrator.

Other CHDP Changes

Family Health Services has implemented an Electronic Health Record (EHR) for about one year now. CHDP program staff input PM160s requiring follow up and/or care coordination into the EHR. All documentation is now done within the EHR. This system allows the SrPHN, PHNs, BAs, CWs, and MOAs in the CHDP program to know who else in Family Health is involved with the client. This enhances follow up care coordination, and helps to decrease duplication of services. In addition, Family Health Services is working with eCHDP and our providers to ensure that a copy of electronic PM160s is provided to Family Health Services.

CCS

The California Children's Services (CCS) program is a branch of the Family Health Services (FHS) Division of San Mateo County Health System.

California Children's Services consists of Administration (CCS) and the Medical Therapy Program (MTP). CCS includes:

Case Management: This section is responsible for medical and financial/residential determination and case management of CCS clients.

- Staff includes one SrPHN, 6 Public Health Nurses 1 MSW, 2 Benefits Analysts, 1 Nutritionist and 5 case management technicians. 1 PHN and 1 PT/OT Case Manager position remain vacant.

    - PHNs now provide case management for clients with physical injuries and rehab needs. In consultation with the Medical Therapy Program (MTP) Supervisors, they review and authorize all DME requests and PT/OT requests for non-MTP clients. three of the PHNs case manage MTP clients, which entails attending Medical Therapy Conferences (MTC) at the Medical Therapy Unit (MTU) and providing on site case management for MTP clients.

    - The CCS nutritionist provides nutrition assessment and consultation for high risk MTP clients and authorizes supplies, formulas and special food for all CCS clients. She serves as a liaison with the dieticians at special care centers, as well as with formula vendors. She consults with case managers, therapists and providers.

    - The Senior Public Health Nurse supervises the case management staff and assists the Director with planning for case management activities and quality improvement.

The CCS program is "carved in" to the county organized managed care program Health Plan of San Mateo (HPSM). Monthly case conferences are held at the CCS office for complex CCS/HPSM cases.

Parent Liaison: A contract with the Family Resource Center provides CCS with the equivalent of a .50 FTE parent liaison. Through this contract, parents of CCS clients are available to the program for a variety of activities aimed at making the program more family centered. Currently, we have one Parent Liaison (PL), who helps families understand the CCS system and provides assistance with care coordination, finding resources, and linking with community agencies. The Parent Liaisons have helped develop our transition materials and handbook and update these as needed.

Medical Therapy Program (MTP): The MTP provides physical therapy (PT) and occupational therapy (OT) services to almost 500 clients' birth through age 21 with eligible physical disabilities at two Medical Therapy Units (MTUs), one in San Bruno and one in San Mateo. Both units are Medi-Cal accredited Out-Patient Rehabilitation Centers. There is one satellite

therapy site located in Redwood City Elementary School District and we are currently working with Ravenswood Elementary School District to obtain an additional satellite site in the district (East Palo Alto/Menlo Park). A large percentage of our clients live in the southern part of the county, so we are always working towards providing therapy in more accessible locations to these families.

In addition to individual OT and PT treatment, consultation and monitoring, a number of therapy groups are offered to enhance daily living skills and support independent exercise programs. The MTP is supervised by a physical therapy supervisor, an occupational therapy supervisor and an administrative supervisor who functions as a manager for the MTP. In collaboration with Kaiser Permanente, two separate rehab clinics are held in the MTU for approximately 80 Kaiser MTP clients. Approximately 70% of the remaining MTP clients receive medical direction for their therapy program through one of our four Medical Therapy Conferences (Orthopedic, Pediatric and (2) Physiatry). Nursing and Nutrition case management are available on site for children enrolled in the MTP. The CCS dietician runs nutrition management clinics at the MTU on an as needed basis (17 clients were served in 2010), consults at MTC (60 clients served in 2010) along with providing nutrition education sessions for MTP clients and their families and participating in the Activities of Daily Living skills groups as appropriate. Through a contract with the Family Resource Center, a Family Liaison (who is the mother of a former CCS client) is available to help MTP families find community resources, navigate the medical and educational system and transition their children to adulthood.

- The Administrative Assistant II oversees the CCS budget, CCS administrative policies and IT / CMS Net system as well as the new Electronic Health Record system (EHR) adopted by the MTU.
- The Medical Office Services Supervisor supervises the 5 fiscal / case management technicians. These technicians provide clerical support to the PHN case managers, process claims and maintain data management.
- Both report to the Administrator.

The San Mateo County CCS program in conjunction with the Health Plan of San Mateo was awarded the Medi-Cal Managed Care Plan CCS demonstration project. CCS Administration moved to Health Plan of San Mateo (HPSM) office on February 6, 2012. As of the submission of this budget, the CCS Administration continues to be a county program run by county employees. Once a contract is signed between HPSM and the State an implementation date will be set. Upon implementation, the CCS Administration program staff will remain County employees subcontracted by the HPSM to implement the Pilot.

The Medical Director of CCS is Anand Chabra, MD and the Administrator is Glenn Ibarrientos, PHN, Clinical Service Manager. Dr. Chabra is also the Medical Director of the CHDP Program and Glenn Ibarrientos is the Deputy Director of CHDP. Both attend a variety of Public Health and Family Health Leadership meetings, in addition to collaboratives, coalitions and council meetings that pertain to their areas of expertise.

State of California - Health and Human Services Agency Department of Health Services - Children's Medical Services Branch

California Children's Services Incumbent List

Complete the table below for all personnel listed in the CCS budgets. Use **the same** job titles for both the budget and the incumbent list. Total percent for an individual incumbent should **not be over 100 percent**.

Specify whether job duty statements or civil service classification statements have been revised or changed. Only submit job duty statements and civil service classification statements that are new or have been revised. This includes (1) changes in job duties or activities, (2) changes in percentage of time spent for each activity, and (3) changes in percentage of time spent for enhanced and non-enhanced job duties or activities.

Identify Nurse Liaison positions using: **MCMC** for Medi-Cal Managed Care; **HF** for Healthy Families; **IHO** for In-Home Operations, and; **RC** for Regional Center.

County/City: San Mateo **Fiscal Year: 2012-13**

Job Title	Incumbent Name	FTE % on CCS Admin Budget	FTE % in Other Programs (Specify)	Have Job Duties Changed? (Yes or No)	Has Civil Service Classification Changed? (Yes or No)
CCS Administrator	Glenn Ibarrientos	50%	50% CHDP	No	No
Physician	Anand Chabra MD	60%	35% MCH 5% CHDP	No	No
Senior PHN, HF,IHO	Maricar Arsalane	100%		No	No
Public Health Nurse	Maria Brillantes	100%		No	No

Job Title	Incumbent Name	FTE % on CCS Admin Budget	FTE % in Other Programs (Specify)	Have Job Duties Changed? (Yes or No)	Has Civil Service Classification Changed? (Yes or No)
Public Health Nurse, Early Childhood Nurse Liaison	Angie Santos	90%		No	No
Public Health Nurse	Amanda Morales	95%		No	No
Public Health Nurse	Elizabeth Solis	100%		No	No
Public Health Nurse	Vacant	100%		No	No
Public Health Nurse, MCMC	Jimmy Yan	100%		No	No
Medical Social Worker	Mitchell Eckstein	95%		No	No
Benefits Analyst	Jenny Infante	100%		No	No
Benefits Analyst	Martha Alexander	100%		No	No
Admin Assistant/IT	Joseph Del Aguila	95%	5% on CHDP Budget	No	No
Medical Office Services Supervisor	Joanna Nuevo	98%		No	No
Medical Office Specialist	Birzayit Santiago	100%		No	No
Medical Office Specialist	Linda Maher	100%		No	No
Patient Services Assistant II	Ana Alvarez	100%		No	No
Patient Services Assistant II	Monette Christine Chua Manio	100%		No	No

Job Title	Incumbent Name	FTE % on CCS Admin Budget	FTE % in Other Programs (Specify)	Have Job Duties Changed? (Yes or No)	Has Civil Service Classification Changed? (Yes or No)
Patient Services Assistant II	Ana Menjivar	100%		No	No
Chief Therapist	Carol Maddox	20%	80% MTP	No	No
Nutritionist	Janelle Giangerelli	85%	15% MTP	No	No
Accountant	Jing Lang	10%	90% FH Accting.	No	No
Fiscal Office Specialist - Claims	Renee De la Rosa	100%		No	No
System Support Specialist	Kim Pijma	14%	20% CHDP 66% FH Admin	No	No
PT/OT Case Manager	Vacant	100%		No	No

Incumbent List - Child Health and Disability Prevention Program

For FY2012-13, complete the table below for all personnel listed in the CHDP budgets. Use **the same** job titles for both the budget and the incumbent list. Total percent for an individual incumbent should **not be over 100 percent**.

Specify whether job duty statements or civil service classification statements have been revised or changed. Only submit job duty statements and civil service classification statements that are new or have been revised. This includes (1) changes in job duties or activities, (2) changes in percentage of time spent for each activity, and (3) changes in percentage of time spent for enhanced and non-enhanced job duties or activities.

County/City: San Mateo County / **Fiscal Year: 2012-13**

Job Title	Incumbent Name	FTE % on CHDP No County/ City Match Budget	FTE % on CHDP County/City Match Budget	FTE % in Other Programs (Specify)	Have Job Duties Changed? (Yes or No)	Has Civil Service Classification Changed? (Yes or No)
Medical Director	Anand Chabra, MD	3%	2%	40% MCH 55% CCS	No	No
Clinical Service Manager Deputy Director	Glenn Ibarrientos, RN, PHN	50%	0%	50% CCS	No	No
CHDP Medical Consultant	Dorothy Vura-Weis	10%	25%	15% GF*****	New	New
PHN	Lenora Torres	0%	0%	40%HCPCFC 60% FC	No	No

County/City: San Mateo County /

Fiscal Year: 2012-13

Job Title	Incumbent Name	FTE % on CHDP No County/ City Match Budget	FTE % on CHDP County/City Match Budget	FTE % in Other Programs (Specify)	Have Job Duties Changed? (Yes or No)	Has Civil Service Classification Changed? (Yes or No)
Senior Public Health Nurse	Vera Williams		90%	10% HCPCFC	No	No
Health Educator	Robyn Ziegler	25%	0%	75% IAP**	No	No
Public Health Nurse	Marty Rosier	0%	80%	10% Lead 10% Asthma	No	No
Dietitian	Yvette Bedrosian	60%	0%	0%	No	No
Program Coordinator I	Rachelle Salvana	50%	0%	50% FHS**** Contract Admin.	No	No
Administrative Asst. II-	Joseph DelAguila	0%	5%	95% CCS	No	Yes
Benefits Analyst II	Maria Esther Fennelly	0%	100%	0%	No	No
Benefits Analyst II	Ivonne Gutierrez	85%	0%	0%	No	No
Medical Office Assist. II	Patricia Liberona	95%	0%	0%	No	No

County/City: San Mateo County / **Fiscal Year: 2012-13**

Job Title	Incumbent Name	FTE % on CHDP No County/ City Match Budget	FTE % on CHDP County/City Match Budget	FTE % in Other Programs (Specify)	Have Job Duties Changed? (Yes or No)	Has Civil Service Classification Changed? (Yes or No)
Public Health Nurse	Marcy Spaulding	0	60%	40% IAP**	New	New
Community Worker II	Lilia Herrera	60%	20%	20% GF*****	No	No
Systems Support Specialist	Kim Pijma	0%	20%	80% GF*****	No	No
Public Health Nurse	Frances Sanchez	0%	80%		No	No

- IAP ** Immunization Assistance Program
- FHS **** Family Health Services
- GF ***** General Funds

Incumbent List - Health Care Program for Children in Foster Care

For FY**2012-13**, complete the table below for all personnel listed in the HCPCFC and CHDP Foster Care Administrative (County/City) budgets. Use **the same** job titles for both the budget and the incumbent list. Total percent for an individual incumbent should **not be over 100 percent**.

Specify whether job duty statements or civil service classification statements have been revised or changed. Only submit job duty statements and civil service classification statements that are new or have been revised. This includes (1) changes in job duties or activities, (2) changes in percentage of time spent for each activity, and (3) changes in percentage of time spent for enhanced and non-enhanced job duties or activities.

County/City: **San Mateo County** **Fiscal Year: 2012-13**

Job Title	Incumbent Name	FTE % on HCPCFC Budget	FTE % on FC Admin County/City Match Budget	FTE % in Other Programs (Specify)	Have Job Duties Changed? (Yes or No)	Has Civil Service Classification Changed? (Yes or No)
Senior Public Health Nurse	Vera Williams	10%	0%	CHDP-90%	No	No
Public Health Nurse	Lenora Torres	57%	43%		No	No

California Children's Services Caseload Summary Form

County: San Mateo **Fiscal Year:** 2012 - 13

	CCS Caseload 0 to 21 Years	A 09-10 Actual Caseload	B % of Grand Total	10-11 Actual Caseload	% of Grand Total	11-12 Estimated Caseload based on first three quarters	% of Grand Total
	MEDI-CAL						
	Average of Total						
1	Open (Active) Medi-Cal Children	1481	59%	1340	67.6%	1382	69.2%
2	Potential Case Medi-Cal	518	21%	65	3.3%	53	2.7%
3	TOTAL MEDI-CAL (Row 1 + Row 2)	1999	79%	1405	70.9%	1435	71.8%
	NON MEDI-CAL						
	Healthy Families						
4	Average of Total Open (Active) Healthy Families	346	14%	191	9.6%	201	10.1%
5	Potential Cases Healthy Families	121	5%	9	.5%	8	.4%
6	Total Healthy Families (Row 4 + Row 5)	467	19%	200	10.1%	209	10.5%
	Straight CCS						
7	Average of Total Open (Active) Straight CCS Children	36	1%	358	18.1%	341	17.1%
8	Potential Cases Straight CCS Children	13	1%	17	.9%	13	.7%
9	Total Straight CCS (Row 7 + Row 8)	49	2%	375	19%	354	17.7%
10	TOTAL NON MEDI-CAL (Row 6 + Row 9)	516	21%	576	29.1%	563	28.2%
	GRAND TOTAL						
11	(Row 3 + Row 10)	2515	100%	1981	100%	1998	100%

CHDP Program Referral Data

COUNTY/CITY: SAN MATEO COUNTY	FY 09-10		FY 10-11		FY 11-12	
Basic Informing and CHDP Referrals						
1. Total number of CalWORKs/Medi-Cal cases informed and determined eligible by Department of Social Services	N/A	N/A	N/A	N/A	N/A	N/A
2. Total number of cases and recipients in "1" requesting CHDP services	Cases	Recipients	Cases	Recipients	Cases	Recipients
a. Number of CalWORKs cases/recipients	288	586	151	324	169	352
b. Number of Foster Care cases/recipients	N/A	N/A	N/A	N/A	N/A	N/A
c. Number of Medi-Cal only cases/recipients	1162	2083	1176	2115	944	1710
d. Number Unknown	0	0	0	0	0	0
3. Total number of EPSDT eligible recipients and unborn, referred by Department of Social Services' workers who requested the following:	N/A	2583	N/A	2439	N/A	2062

COUNTY/CITY: SAN MATEO COUNTY	FY 09-10	FY 10-11	FY 11-12
a. Medical and/or dental services	266	220	140
b. Medical and/or dental services with scheduling and/or transportation	384	95	33
c. Information only (optional)	165	2083	988
d. Unknown	1768	41	901
4a. Number of cases (PM357s) distributed for intensive informing by phone or letter	1510	1327	1113
b. Number of persons/recipients who were contacted by telephone or outreach letter	2583	2439	2062
Results of Assistance			
5. Number of recipients actually provided scheduling and/or transportation assistance by program staff	3	0	4
6. Number of recipients in "5" who actually received medical and/or dental services	3	N/A	1

11/01/12

Memoranda of Understanding/Interagency Agreement List

List all current Memoranda of Understanding (MOUs) or Interagency Agreements (IAAs) in California Children's Services, Child Health and Disability Prevention Program, and Health Care Program for Children in Foster Care. Specify whether the MOU or IAA has changed. Submit only those MOUs and IAAs that are new, have been renewed, or have been revised. For audit purposes, counties or cities should maintain current MOUs and IAAs on file.

County/City: San Mateo County CCS **Fiscal Year: 2012-13**

Title or Name of MOU/IAA	Is this a MOU or an IAA?	Effective Dates From / To	Date Last Reviewed by County/ City	Name of Person Responsible for this MOU/IAA?	Did this MOU/IAA Change? (Yes or No)
Special Education	IAA	7/1/10—6/30/13	6/10/10	C. Maddox	No
Golden Gate Regional Center	IAA	5/1/2010—4/30/13	4/27/10	G. Ibarrientos	No
Health Plan of San Mateo	MOU	1/2011—1/2014	1/20/11	G. Ibarrientos	No

Memoranda of Understanding/Interagency Agreement List

List all current Memoranda of Understanding (MOUs) or Interagency Agreements (IAAs) in California Children's Services, Child Health and Disability Prevention Program, and Health Care Program for Children in Foster Care. Specify whether the MOU or IAA has changed. Submit only those MOUs and IAAs that are new, have been renewed, or have been revised. For audit purposes, counties or cities should maintain current MOUs and IAAs on file.

County/City: **San Mateo County CHDP** **Fiscal Year: 2012-13**

Title or Name of MOU/IAA	Is this a MOU or an IAA?	Effective Dates From / To	Date Last Reviewed by County/ City	Name of Person Responsible for this MOU/IAA?	Did this MOU/IAA Change? (Yes or No)
Health Plan of San Mateo	MOU	9/16/10—(on going reviewed annually)	9/16/10	G. Ibarrientos	No
WIC Program	IAA	3/12—3/14	3/2012	G. Ibarrientos	No

CHDP Administrative Budget Summary for FY 2012-13
No County/City Match
County/City Name: San Mateo

Column	1	2	3	4	5
Category/Line Item	Total Budget (2 + 3)	Total CHDP Budget	Total Medi-Cal Budget (4 + 5)	Enhanced State/Federal (25/75)	Nonenhanced State/Federal (50/50)
I. Total Personnel Expenses	$512,064	$0	$512,064	$374,294	$137,770
II. Total Operating Expenses	$6,517	$3,074	$3,443	$1,500	$1,943
III. Total Capital Expenses	$0	$0	$0		$0
IV. Total Indirect Expenses	$63,444	$0	$63,444		$63,444
V. Total Other Expenses	$0	$0	$0		$0
Budget Grand Total	$582,025	$3,074	$578,951	$375,794	$203,157

Column	1	2	3	4	5
Source of Funds	Total Funds	Total CHDP Budget	Total Medi-Cal Budget	Enhanced State/Federal	Nonenhanced State/Federal
State General Funds	$3,074	$3,074			
Medi-Cal Funds:	$578,951		$578,951		
State	$195,527		$195,527	$93,948	$101,579
Federal (Title XIX)	$383,424		$383,424	$281,845	$101,579

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CHDP Director or Deputy Director (Signature)	Date	Phone Number	Email Address
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State of California – Health and Human Services Agency

Department of Health Care Services – Children's Medical Services Branch

CHDP Administrative Budget Worksheet for FY 2012-13

November 8, 2012

No County/City Match
State and State/Federal
County/City Name: San Mateo

Column	1A	1B	1	2A	2	3A	3	4A	4	5A	5
Category/Line Item	**% or FTE**	**Annual Salary**	**Total Budget (1A x 1B or 2 + 3)**	**CHDP % or FTE**	**Total CHDP Budget**	**Total Medi-Cal %**	**Total Medi-Cal Budget (4 + 5)**	**% or FTE**	**Enhanced State/Federal (25/75)**	**% or FTE**	**Nonenhanced State/Federal (50/50)**
Personnel Expenses											
1. Clinical Serv Mgr G. Ibarrientos	50%	$122,933	$61,467	0%	$0	100%	$61,467	75%	$46,100	25%	$15,367
2. Program Coordinator I R. Salvana	50%	$81,792	$40,896	0%	$0	100%	$40,896	70%	$28,627	30%	$12,269
3. M.D.- D. Vura-Weis (0.50)	10%	$168,492	$16,849	0%	$0	100%	$16,849	75%	$12,637	25%	$ 4,211
4. Dietitian - Y Bedrosian (0.60)	60%	$75,048	$45,029	0%	$0	100%	$45,029	70%	$31,520	30%	$13,509
5. Health Educator - R. Ziegler	25%	$82,164	$20,541	0%	$0	100%	$20,541	70%	$14,379	30%	$6,162
6.Medical Off Asst.II P Liberona 0.95	95%	$51,893	$49,298	0%	$0	100%	$49,298	75%	$36,974	25%	$12,325
7. Community Worker II L. Herrera	60%	$52,928	$31,757	0%	$0	100%	$31,757	75%	$23,818	25%	$7,940
8.Medical Director - A Chabra	3%	$168,492	$5,055	0%	$0	100%	$5,055	75%	$3,791	25%	$1,263
9. Benefits Analyst II - I Gutierrez (0.85)	85%	$63,104	$53,638	0%	$0	100%	$53,638	75%	$40,229	25%	$13,410
10. Admin Analyst II - J.DelAguila	5%	$74,316	$3,716	0%	$0	100%	$3,716	50%	$1,858	50%	$1,858
Total Salaries and Wages			$328,246		$0		$328,246		$239,932		$88,314
Less Salary Savings			$0		$0		$0		$0		$0
Net Salaries and Wages			$328,246		$0		$328,246		$239,932		$88,314
Staff Benefits (Specify %) 56.00%			$183,818		$0		$183,818		$134,362		$49,457
I. Total Personnel Expenses			$512,064		$0		$512,064		$374,294		$137,770
II. Operating Expenses											
1. Travel			$2,324		$1,074		$1,250		$500		$750
2. Training			$4,193		$2,000		$2,193		$1,000		$1,193
II. Total Operating Expenses			$6,517		$3,074		$3,443		$1,500		$1,943
III. Capital Expenses											
II. Total Capital Expenses			$0		$0		$0				$0
IV. Indirect Expenses											
1. Internal (Specify %) 10.00%			$51,206		$0		$51,206				$51,206
2. External (Specify %) 2.39%			$12,238		$0		$12,238				$12,238
IV. Total Indirect Expenses			$63,444		$0		$63,444				$63,444
V. Other Expenses											
V. Total Other Expenses			$0		$0		$0				$0
Budget Grand Total			$582,025		$3,074		$578,951		$375,794		$203,157

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Date — Phone Number — Email Address

San Mateo County
CHDP No Match Budget Narrative
FY 2012-2013

I. Personnel Expense

Total Salaries:	$328,246	
Total Benefits:	$183,818	
Total Personnel Expense:	**$512,064**	
Personnel Changes:		There have been no personnel changes but there has been some cost of living increases which account for approximately a 1.8% increase in personnel expenses

II . Operating Expenses

Travel:	$ 2,324	Travel expenses are used for staff to attend a variety of programmatic meetings such as the Bay Area Deputy Directors' and subcommittee meetings (dental, nutrition, and health education), workshops and educational conferences. Expenses also include visits to provider offices, community agencies and schools to perform duties related to CHDP. Prior approval from the state will be obtained for travel as necessary. San Mateo County pays $0.55 per mile.
Training:	$4,193	Staff training costs allocated to CHDP staff
Total Operating Expense:	**$6,517**	

III. Capital Expense

Total Capital Expense:	**$0**

IV. Indirect Expense

Internal @ 10%	$51,206	According to the San Mateo County Cost Allocation Plan, 10% internal indirect expenses are charged to each Health Department program to cover costs incurred by in house administrative and accounting services.

	External @ 2.39%	$12,238	This covers County administrative costs.
	Total Indirect Expense:	**$ 63,444**	
V.	**Other Expense**	**$0**	
	Total Other Expense:	**$0**	
	Budget Grand Total:	**$582,025**	

Summary for FY 2012-13

CHDP Administrative Budget Summary for FY 2012-13

County/City Match

County/City Name: San Mateo

Column	1	2	3
Category/Line Item	Total Budget (2 + 3)	Enhanced County/Federal (25/75)	Nonenhanced County/Federal (50/50)
I. Total Personnel Expenses	$767,047	$489,257	$277,790
II. Total Operating Expenses	$227,777	$4,500	$223,277
III. Total Capital Expenses	$0		$0
IV. Total Indirect Expenses	$95,037		$95,037
V. Total Other Expenses	$2,000		$2,000
Budget Grand Total	$1,091,861	$493,757	$598,104

Column	1	2	3
Source of Funds	Total Funds	Enhanced County/Federal (25/75)	Nonenhanced County/Federal (50/50)
County Funds	$422,491	$123,439	$299,052
Federal Funds (Title XIX)	$669,370	$370,317	$299,052

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25

CHDP Administrative Budget Worksheet for FY 2012-13
County/City Match
County/City Name: San Mateo

Column	1A	1B	1	2A	2	3A	3
Category/Line Item	% or FTE	Annual Salary	Total Budget (1A x 1B or 2 + 3)	% or FTE	Enhanced County/Federal (25/75)	% or FTE	Nonenhanced County/Federal (50/50)
I. Personnel Expenses							
1. SrPHN Vera Williams	90%	$118,606	$106,745	75%	$80,059	25%	$26,686
2. PHN M. Spaulding	60%	$105,988	$63,593	75%	$47,695	25%	$15,898
3. Dept Sys Analyst Pijma	20%	$98,556	$19,711	0%	$0	100%	$19,711
4. Community Worker II Herrera	20%	$52,928	$10,586	75%	$7,939	25%	$2,646
5. Benefit Analyst Fennelly	100%	$62,916	$62,916	0%	$0	100%	$62,916
7. M.D. D. Vura -Weis (0.50)	25%	$168,492	$42,123	90%	$37,911	10%	$4,212
8. PHN Frances Sanchez (0.80)	80%	$116,197	$92,958	75%	$69,718	25%	$23,239
11. PHN Marty Rosier	80%	$112,119	$89,695	75%	$67,271	25%	$22,424
14. Medical Director, A Chabra	2%	$168,492	$3,370	90%	$3,033	10%	$337
Total Salaries and Wages			$491,697		$313,626		$178,071
Less Salary Savings			$0		$0		$0
Net Salaries and Wages			$491,697		$313,626		$178,071
Staff Benefits (Specify % 56.00%)			$275,350		$175,631		$99,719
I. Total Personnel Expenses			$767,047		$489,257		$277,790
II. Operating Expenses							
1. Travel			$4,500		$2,500		$2,000
2. Training			$3,000		$2,000		$1,000
3. Printing/Copying			$4,500				$4,500
4. Supplies			$8,500				$8,500
5. Equipment Lease			$4,600				$4,600
6. Meetings/ Conferences			$5,500				$5,500
7. Telephone Services			$18,500				$18,500
8. Rent			$136,677				$136,677
9. Informational Technical Services			$42,000				$42,000
II. Total Operating Expenses			$227,777		$4,500		$223,277
III. Capital Expenses							
II. Total Capital Expenses			$0		$0		$0
IV. Indirect Expenses							
1. Internal (Specify %) 10.00%			$76,705				$76,705
2. External (Specify %) 2.39%			$18,332				$18,332
IV. Total Indirect Expenses			$95,037				$95,037
V. Other Expenses							
1. Vision Consultant			$1,000				$1,000
2. Audiologist Consultant			$1,000				$1,000
V. Total Other Expenses			$2,000				$2,000
Budget Grand Total			$1,091,861		$493,757		$598,104

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San Mateo County
CHDP Match Budget Narrative
FY 2012-2013

I. Personnel Expense

Total Salaries:	$ 491,697
Total Benefits:	$ 275,350

Total Personnel Expense:	**$ 767,047**	Personnel Changes: 1. The SrPHN is now 90% CHDP Match, 10% HCPCFC.

II. Operating Expenses

Printing/Copying	$4,500	Costs allocated to CHDP staff.
Supplies	$8,500	This is the actual costs incurred for the purchase of office supplies, equipment (computers) and furniture.
Equipment lease	$ 4,600	Cost of photocopier lease allocated to CHDP
Meetings/Conference	$5,500	Includes costs allocated to CHDP staff for state and local, CHDP meetings and a staff retreat.
Telephone Service	$18,500	Cost per line plus cost for calls allocated to CHDP. CHDP has extra lines for rollover use.
Rent	$136,677	Renting 4,244 sq.feet at $32.20 per sq. foot for 15.5 staff.
Travel	$4,500	Travel expenses are used for staff to attend a variety of programmatic meetings such as the Bay Area Deputy Directors and subcommittee meetings

		(dental, nutrition, and health education), workshops and educational conferences. Expenses also include visits to provider offices, community agencies and schools to perform duties related to CHDP. Prior approval from the state will be obtained for travel as necessary. Cost of fuel has made this increase. San Mateo County pays $0.55 per mile.
Training	$3,000	Staff training costs allocated to CHDP.
Informational Technical	$42,000	Costs of information technology services and computer lease services allocated to CHDP and for CHDP's portion of the Electronic Health Record (EHR) initial implementation.

Total Operating Expense: $ 227,777

III. Capital Expense

Total Capital Expense: $0

IV. Indirect Expense

Internal @ 10%	$ 76,705	According to the San Mateo County Cost Allocation Plan, 10% internal indirect expenses are charged to each Health Department program to cover costs incurred by in house administrative and accounting services.
External @ 2.39%	$ 18,332	This covers County administrative costs.

Total Indirect Expense: $ 95,037

V. Other Expenses:

1. Audiologist Consultant:	$ 1,000	Utilized for hearing screening workshops.
2. Vision Consultant:	$ 1,000	Utilized for vision screening and workshops.

Total Other Expense: $ 2,000

Budget Grand Total: $1,091,861

Foster Care Administrative Budget Summary Fiscal Year 20012-13
County-City Match
County/Title XIX Federal Funds
County/City Name: San Mateo

Column	1	2	3
Category/Line Item	Total Budget (2 + 3)	Enhanced County-City/Federal (25/75)	Nonenhanced County-City/Federal (50/50)
I. Total Personnel Expense	$74,454	$68,498	$5,956
II. Total Operating Expense	$1,160	$928	$232
III. Total Capital Expense			
IV. Total Indirect Expense	$7,445		$7,445
V. Total Other Expense			
Budget Grand Total	$83,059	$69,426	$13,633

Column	1	2	3
Source of Funds	Total Funds	Enhanced County-City/Federal (25/75)	Nonenhanced County-City/Federal (50/50)
County-City Funds	$24,173	$17,356	$6,816
Federal Funds (Title XIX)	$58,886	$52,070	$6,816
Budget Grand Total	$83,059		

Source County-City Funds:

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Foster Care Administrative Budget Fiscal Year 2012-13
County-City/Federal Match
County/Title XIX Federal Funds
County/City Name: San Mateo

Column	1A	1B	1	2A	2	3A	3
Category/Line Item	**% or FTE**	**Annual Salary**	**Total Budget (1A x 1B or 2 + 3)**	**% or FTE**	**Enhanced County-City/Federal (25/75)**	**% or FTE**	**Nonenhanced County-City/Federal (50/50)**
I. Personnel Expenses							
1. PHN Lenora Torres	43%	$110,994	$47,727	92%	$43,909	8%	$3,818
Total Salaries and Wages			$47,727		$43,909		$3,818
Less Salary Savings			$0		$0		$0
Net Salaries and Wages			$47,727		$43,909		$3,818
Staff Benefits (Specify %) 56.00%			$26,727		$24,589		$2,138
I. Total Personnel Expenses			$74,454		$68,498		$5,956
II. Operating Expenses							
1. Travel			$660		$528		$132
2. Training			$500		$400		$100
II. Total Operating Expenses			$1,160		$928		$232
III. Capital Expenses							
1.							
2.							
II. Total Capital Expenses							
IV. Indirect Expenses							
1. Internal (Specify %) 10.00%			$7,445				$7,445
2. External							
IV. Total Indirect Expenses			$7,445				$7,445
V. Other Expenses							
1.							
2.							
V. Total Other Expenses							
Budget Grand Total			$83,059		$69,426		$13,633

Prepared By (Signature)	11/8/12 Date Prepared	(650) 573-2828 Phone Number	gibarrientos@co.sanmateo.ca.us Email Address
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San Mateo County
Foster Care Administrative County Match Budget Narrative
FY 2012-2013

I.	**Personnel Expense**		
	Total Salaries	$47,727	
	Total Benefits:	$26,727	
	Total Personnel Expense:	**$74,454**	The PHN position is 43% in the FC budget and 57% in the HCPCFC budget. The SrPHN is only in the HCPCFC budget. This was done in order to meet the amount of money allotted to us.
II.	**Operating Expense**		
	Travel:	$660	Part of FC staff travel reimbursement
	Training:	$500	FC staff training costs
	Total Operating Expense:	**$1,160**	
III.	**Capital Expense**		
	Total Capital Expense:	**$0**	
IV.	**Indirect Expense**		
	Internal @ 10%	$ 7,445	Costs supporting in-house administrative and accounting services.
	Total Indirect Expense:	**$7,445**	
V.	**Other Expense**		
	Total Other Expense:	**$0**	
VI.	**Budget Grand Total:**	**$83,059**	

HCPCFC Administrative Budget Summary
Fiscal Year 2012-13
County/City Name: San Mateo

Column	1	2	3
Category/Line Item	Total Budget (2 + 3)	Enhanced State/Federal (25/75)	Nonenhanced State/Federal (50/50)
I. Total Personnel Expenses	$117,200	$105,480	$11,720
II. Total Operating Expenses	$883	$500	$383
III. Total Capital Expenses			
IV. Total Indirect Expenses	$11,720		$11,720
V. Total Other Expenses			
Budget Grand Total	$129,803	$105,980	$23,823

Column	1	2	3
Source of Funds	Total Funds	Enhanced State/Federal (25/75)	Nonenhanced State/Federal (50/50)
State Funds	$38,406	$26,495	$11,911
Federal Funds (Title XIX)	$91,397	$79,485	$11,911
Budget Grand Total	$129,804		

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HCPCFC Administrative Budget Worksheet
Fiscal Year 2012-13
County/City Name: San Mateo

Column	1A	1B	1	2A	2	3A	3
Category/Line Item	% or FTE	Annual Salary	Total Budget (1A x 1B or 2 + 3)	% or FTE	Enhanced State/Federal (25/75)	% or FTE	Nonenhanced State/Federal (50/50)
I. Personnel Expenses							
1. PHN Lenora Torres	57%	$110,994	$63,267	90%	$56,940	10%	$6,327
2. SrPHN Vera Williams	10%	$118,606	$11,861	90%	$10,675	10%	$1,186
3.							
4.							
5.							
Total Salaries and Wages			$75,128		$67,615		$7,513
Less Salary Savings							
Net Salaries and Wages			$75,128		$67,615		$7,513
Staff Benefits (Specify %) 56.00%			$42,072		$37,865		$4,207
I. Total Personnel Expenses			$117,200		$105,480		$11,720
II. Operating Expenses							
1. Travel			$573		$350		$223
2. Training			$310		$150		$160
II. Total Operating Expenses			$883		$500		$383
III. Capital Expenses							
1.							
2.							
II. Total Capital Expenses							
IV. Indirect Expenses (10% Cap)							
1. Internal (Specify %) 10.00%			$11,720				$11,720
2. External							
IV. Total Indirect Expenses			$11,720				$11,720
V. Other Expenses							
1.							
2.							
V. Total Other Expenses							
Budget Grand Total			$129,803		$105,980		$23,823

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San Mateo County
HCPCFC County No Match Budget Narrative
FY 2012-2013

I.	**Personnel Expense**		
	Total Salaries:	$75,128	
	Total Benefits:	$42,072	
	Total Personnel Expense:	**$117,200**	The increase in the HCPCFC allocation allowed an increase the PHN position to 57% and the SrPHN to 10%.
II.	**Operating**		
	Travel:	$573	Part of HCFCPC staff travel reimbursement
	Training:	$310	HCFCPC staff training costs
	Total Operating Expense:	**$883**	
III.	**Capital Expense**		
	Total Capital Expense:	**$0**	
IV.	**Indirect Expense**		
	Internal @ 10%	$11,720	Costs supporting in-house administrative and accounting services.
	Total Indirect Expense:	**$11,720**	
V.	**Other Expense**	**$0**	
	Total Other Expense:	**$0**	
	Budget Grand Total:	**$129,803**	

State of California - Health and Human Services Agency

Department of Health Care Services - Children's Medical Services Branch

CCS CASELOAD	Actual Caseload	Percent of Grand Total
MEDI-CAL		
Average of Total Open (Active) Medi-Cal Children	1,382	69.2%
Potential Cases Medi-Cal	53	2.7%
TOTAL MEDI-CAL	**1,435**	**71.8%**
NON MEDI-CAL		
Healthy Families		
Average of Total Open (Active) HF Children	201	10.1%
Potential Cases HF	8	0.4%
Total Healthy Families	**209**	**10.5%**
Straight CCS		
Average of Total Open (Active) Straight CCS Children	341	17.1%
Potential Cases Straight CCS	13	0.7%
Total Straight CCS	**354**	**17.7%**
TOTAL NON MEDI-CAL	**563**	**28.2%**
GRAND TOTAL	**1,998**	**100%**

CCS Administrative Budget Summary for FY 2012-13

County Name: San Mateo

Column	1	2	3	4	5
Category/Line Item	Total Budget	Non-Medi-Cal County/State/HF Co/St/Federal	Total Medi-Cal State/Federal	Enhanced State/Federal (25/75)	Nonenhanced State/Federal (50/50)
I. Total Personnel Expense	2,993,844	843,611	2,150,233	654,991	1,495,242
II. Total Operating Expense	371,187	104,594	266,593	3,847	262,746
III. Total Capital Expense	0	0	0		-
IV. Total Indirect Expense	643,377	181,292	462,085		462,085
V. Total Other Expense	40,000	11,271	28,729		28,729
Budget Grand Total	4,048,408	1,140,768	2,907,641	658,838	2,248,802

Column	1	2	3	4	5
Source of Funds	Total Budget	Non-Medi-Cal County/State/HF Co/State/Federal	Total Medi-Cal State/Federal	Enhanced State/Federal (25/75)	Nonenhanced State/Federal (50/50)
Straight CCS					
State	358,643	358,643			
County	358,643	358,643			
CCS Healthy Families					
State	74,109	74,109			
County	74,109	74,109			
Federal (Title XXI)	275,263	275,263			
Medi-Cal Funds:					
State	1,289,111		1,289,111	164,710	1,124,401
Federal (Title XIX)	1,618,530		1,618,530	494,129	1,124,401

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CCS Administrator (Signature)	Date Signed	Phone Number	Email Address

CCS CASELOAD	ACTUAL CASELOAD	OF GRAND TOTAL
MEDI-CAL		
Average of Total Open (Active) Medi-Cal Children	1,382	69.2%
Potential Cases of Medi-Cal	53	2.7%
TOTAL MEDI-CAL	1,435	71.8%
NON MEDI-CAL		
Healthy Families		
Average of Total Open (Active) HF Children	201	10.1%
Potential Cases HF	8	0.4%
Total Healthy Families	209	10.5%
Straight CCS		
Children	341	17.1%
Potential Cases Straight CCS	13	0.7%
Total Straight CCS	354	17.7%
TOTAL NON MEDI-CAL	563	28.2%
GRAND TOTAL	1,998	100%

CCS Administrative Budget Worksheet for FY 2012-13

County Name: San Mateo

COLUMN	1	2	3	4A	4	5A	5	6A	6	7A	7
Category/Line Item	% FTE	Annual Salary	Total Budget (1 x 2 or 4 + 5)	% FTE	Non-Medi-Cal County/State (50/50)	% FTE	Medi-Cal (6 + 7)	% FTE	Medi-Cal Enhanced	% FTE	Medi-Cal Non-Enhanced State/Federal (50/50)
I. Personnel Expense											
Program Administration											
1. Administrator - Glenn Ibarrientos	50%	128,768	64,384	28.18%	18,142	71.82%	46,242			100%	46,242
2. Administrative Assistant II - Joseph Del Aguila	95%	76,020	72,219	28.18%	20,350	71.82%	51,869			100%	51,869
3. Medical Office Services Supervisor - Joanne Nuevo	98%	69,084	67,702	28.18%	19,077	71.82%	48,625			100%	48,625
4. System Support Specialist - Kim Pijma	14%	98,556	13,798	28.18%	3,888	71.82%	9,910			100%	9,910
Subtotal		372,428	218,103		61,458		156,646				156,646
Medical Case Management											
1. Physician - Anand Chabra MD	60%	176,917	106,150	28.18%	29,911	71.82%	76,239	49%	37,357	51%	38,882
2. Sr. PHN - Maricar Arsalane	100%	120,931	120,931	28.18%	34,076	71.82%	86,855	65%	56,456	35%	30,399
3. Chief Therapist- Carol Maddox	20%	103,452	20,690	28.18%	5,830	71.82%	14,860	72%	10,699	28%	4,161
4. Medical Social Worker - Mitchell Eckstein	95%	78,780	74,841	28.18%	21,089	71.82%	53,752	57%	30,639	43%	23,113
5. PHN - Jimmy Yan	100%	111,216	111,216	28.18%	31,339	71.82%	79,877	64%	51,122	36%	28,756
6. PHN - Elizabeth Solis	100%	118,207	118,207	28.18%	33,309	71.82%	84,899	66%	56,033	34%	28,866
7. PHN - Vacant	100%	109,920	109,920	28.18%	30,973	71.82%	78,947	0%	-	100%	78,947
8. PHN - Amanda Morales	95%	111,612	106,031	28.18%	29,878	71.82%	76,154	67%	51,023	33%	25,131
9. PHN - Angie Santos	90%	109,920	98,928	28.18%	27,876	71.82%	71,052	66%	46,894	34%	24,158
10. PHN - Maria Brillantes	100%	109,920	109,920	28.18%	30,973	71.82%	78,947	62%	48,947	38%	30,000
12. PHN - Vacant	100%	109,920	109,920	28.18%	30,973	71.82%	78,947	0%	-	100%	78,947
Subtotal		1,260,795	1,086,755		306,228		780,527		389,169		391,358
Other Health Care Professionals											
1. Dietitian - Janelle Giangerelli	85%	75,048	63,791	28.18%	17,975	71.82%	45,816	67%	30,697	33%	15,119
2. PT/OT Case Manager - Vacant	100%	80,664	80,664	28.18%	22,730	71.82%	57,934	0%	-	100%	57,934
Subtotal		155,712	144,455		40,705		103,750		30,697		73,054
Ancillary Support											
1. Benefits Analyst - Martha Alexander	100%	68,549	68,549	28.18%	19,316	71.82%	49,233			100%	49,233
2. Benefits Analyst - Jenny Infante	100%	68,549	68,549	28.18%	19,316	71.82%	49,233			100%	49,233
Subtotal		137,097	137,097		38,631		98,466				98,466
Clerical and Claims Support											
1. MOS - Birzayit Santiago	100%	59,772	59,772	28.18%	16,843	71.82%	42,929	0%	-	100%	42,929
2. MOS - Linda Maher	100%	58,080	58,080	28.18%	16,366	71.82%	41,714	0%	-	100%	41,714
3. PSA - Ana Alvarez	100%	53,256	53,256	28.18%	15,007	71.82%	38,249	0%	-	100%	38,249
4. PSA - Monette Christine Chua Manio	100%	46,116	46,116	28.18%	12,995	71.82%	33,121	0%	-	100%	33,121
5. PSA - Ana Menjivar	100%	53,256	53,256	28.18%	15,007	71.82%	38,249	0%	-	100%	38,249
6. FOS - Renee De la Rosa	100%	55,068	55,068	28.18%	15,517	71.82%	39,551	0%	-	100%	39,551
7. Sr. Accountant - Jing Lang	10%	71,724	7,172	28.18%	2,021	71.82%	5,151	0%	-	100%	5,151
Grand Total FTE	7.7000										
Subtotal		397,272	332,720		93,755		238,966		-		238,966
Total Salary and Wages			1,919,131	28.18%	540,776	71.82%	1,378,355		419,866		958,489
Less Salary Savings			-		0		0		0		0
Net Salary and Wages			1,919,131	28.18%	540,776		1,378,355		419,866		958,489
Staff Benefits (Specify %) 56.00%			1,074,713	28.18%	302,835	71.82%	771,879		235,125		536,754
I. Total Personnel Expense			2,993,844		843,611		2,150,233		654,991		1,495,242

CCS CASELOAD	ACTUAL CASELOAD	OF GRAND TOTAL
MEDI-CAL		
Average of Total Open (Active) Medi-Cal Children	1,382	69.2%
Potential Cases of Medi-Cal	53	2.7%
TOTAL MEDI-CAL	1,435	71.8%
NON MEDI-CAL		
Healthy Families		
Average of Total Open (Active) HF Children	201	10.1%
Potential Cases HF	8	0.4%
Total Healthy Families	209	10.5%
Straight CCS		
Children	341	17.1%
Potential Cases Straight CCS	13	0.7%
Total Straight CCS	354	17.7%
TOTAL NON MEDI-CAL	563	28.2%
GRAND TOTAL	1,998	100%

CCS Administrative Budget Worksheet for FY 2012-13

County Name: San Mateo

COLUMN	1	2	3	4A	4	5A	5	6A	6	7A	7
Category/Line Item	% FTE	Annual Salary	Total Budget (1 x 2 or 4 + 5)	% FTE	Non-Medi-Cal County/State (50/50)	% FTE	Medi-Cal (6 + 7)	% FTE	Medi-Cal Enhanced	% FTE	Medi-Cal Non-Enhanced State/Federal (50/50)
II. Operating Expense											
1. Travel			5,622	28.18%	1,584	71.82%	4,038	50%	2,019	50%	2,019
2. Training			3,264	28.18%	920	71.82%	2,344	78%	1,829	22%	516
3. Continuing Education			1,000	28.18%	282	71.82%	718				718
4. Space Rental			191,949	28.18%	54,088	71.82%	137,861				137,861
5. Office Supplies			21,435	28.18%	6,040	71.82%	15,395				15,395
6. Furniture			2,000	28.18%	564	71.82%	1,436				1,436
7. IT/Telephone			115,541	28.18%	32,557	71.82%	82,984				82,984
8. Other			30,376	28.18%	8,559	71.82%	21,817				21,817
9.			-	28.18%	-	71.82%	-				-
II. Total Operating Expense			371,187		104,594		266,593		3,847		262,746

CCS CASELOAD	ACTUAL CASELOAD	OF GRAND TOTAL
MEDI-CAL		
Average of Total Open (Active) Medi-Cal Children	1,382	69.2%
Potential Cases of Medi-Cal	53	2.7%
TOTAL MEDI-CAL	1,435	71.8%
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CCS Administrative Budget Worksheet for FY 2012-13

County Name: San Mateo

COLUMN	1	2	3	4A	4	5A	5	6A	6	7A	7
Category/Line item	% FTE	Annual Salary	Total Budget (1 x 2 or 4 + 5)	% FTE	Non-Medi-Cal County/State (50/50)	% FTE	Medi-Cal (6 + 7)	% FTE	Medi-Cal Enhanced	% FTE	Medi-Cal Non-Enhanced State/Federal (50/50)
III. Capital Expense											
1.					-		-				-
2.					-		-				-
III. Total Capital Expense			-		-		-				-
IV. Indirect Expense											
1. Internal 19.17%			573,920	28.18%	161,720	71.82%	412,200			100%	412,200
2. External 2.32%			69,457	28.18%	19,572	71.82%	49,885			100%	49,885
IV. Total Indirect Expense			643,377		181,292		462,085				462,085
V. Other Expense											
1. Maintenance & Transportation			11,000	28.18%	3,100	71.82%	7,900			100%	7,900
2. Contractor - Family Resource Center			26,000	28.18%	7,326	71.82%	18,674			100%	18,674
3. Family Centered Care Services			3,000	28.18%	845	71.82%	2,155			100%	2,155
V. Total Other Expense			40,000		11,271		28,729				28,729
Budget Grand Total			4,048,408		1,140,768		2,907,641		658,838		2,248,802

Prepared By (Signature)	11/8/12 Date Prepared	650-573-3428 Phone Number	Jdelaguila@co.sanmateo.ca.us Email Address
CCS Administrator (Signature)	11/8/12 Date Signed	(650) 573-2828 Phone Number	gibarrientos@co.sanmateo.ca.us Email Address

CCS Budget Narrative
San Mateo County
FY 2012 - 2013

I. Personnel Expense

Total Salaries: $1,919,131

Total Benefits: $1,074,713

Total Personnel Expense: **$2,993,844**

Enhanced/Non-Enhanced – varies per position, based on time study reported by participating personnel

Caseload Summary – determined pursuant to budget instructions.

Personnel Changes

Vacant PHN
Vacant PT/OT Case Manager

II. Operating Expense

Travel	$5,622	Employee Mileage reimbursement rate Based on previous year's run rate
Training	$3264	Meetings & Conferences- $1,812: Trainer, Workshop, Speaker & Other Meetings, $150 LMS - $1302
Continuing Education	$1000	Continuing Education for Case Managers – per their bargaining agreement for tuition/professional training reimbursement
Space Rental	$191,949	$15,995.75 X 12 Months
Office Supplies	$21,435	Outside Printing & Copy Service – 5,856 based on run rate General Office Supplies – 15,579 based on run rate;

Furniture	$2,000	Planned purchase of furniture for new employees
Other	$30,376	Advertising and Publicity Exp - 95 Misc. Maint. Expense – 1,000 run rate Finger printing & Criminology – 50 run rate Auto Liability Insurance – 60 run rate Hospital Liability Insurance – 8,124 run rate Office Bond Insurance – 1,140 run rate County Property Insurance – 466 run rate County Counsel Services – 3,538 run rate County Wide Security – 1,241 run rate Postage – 12,954 Record Storage – 1,020 Shred It – 688
IT/Telephone	$115,541	Telephone service charge – 35,731 run rate IT Automation Charges – 74,525 Computer Equipment 5,000 PC/LAN Software – 285

Total Operating Expense $371,187

III. Capital Expense

None

IV. Indirect Expense

Internal @ 19.17%	$569,813 Costs supporting in-house administrative and accounting services.
External @ 2.32%	$68,960 Costs for in-house data Processing services.

Total Indirect Expense $643,377

V. Other Expense

Maint. & Trans.	$11,000	Client Transportation Charges – 11,000
Contractor	$26,000	Based on contract amount for Family Resource Center – parental liaison

Family Centered Care	$3,000	Expenses for multicultural parent task force meetings.
Total Other Expense	$40,000	
Budget Grand Total	**$4,048,408**	

COUNTY OF SAN MATEO
Inter-Departmental Correspondence
Health System

Date: January 4, 2013
Board Meeting Date: January 29, 2013
Special Notice / Hearing: None
Vote Required: Majority

To: Honorable Board of Supervisors

From: Jean S. Fraser, Chief, Health System
John Conley, Director, Public Health

Subject: Continuation of Contracts

RECOMMENDATION:
Adopt a Resolution authorizing the Controller to continue payments on the Health System Public Health STD/HIV Program Agreements for the period of March 1, 2013 through June 30, 2013.

BACKGROUND:
The Department of Health and Human Services (DHHS) provides Ryan White Treatment Modernization Act (RW) funding to eligible metropolitan areas that are disproportionately affected by HIV/AIDS. DHHS takes into consideration the number of persons with HIV/AIDS living in San Mateo County to determine the amount of funding awarded to the Public Health STD/HIV Program (PHSP). This funding comes to PHSP through an Agreement with the City and County of San Francisco.

Agreements with the AIDS Community Research Consortium (ACRC) for $110,000 to provide HIV food services; the Harm Reduction Therapy Center (HRTC) for $85,000 to provide risk reduction counseling to high-risk clients who are HIV positive; and Mental Health Association of San Mateo County (MH) for $73,624 to provide housing and emergency assistance services will end on February 28, 2013. These agreements are funded with RW funds and follow its March through February funding cycle.

DISCUSSION:
It is expected that DHHS will announce the funding amount available to the San Francisco Eligible Metropolitan Area by the end of March 2013. PHSP will develop contracts as soon as the amount of the award is known.

To ensure continued provision of services while funding sources provide PHSP with a specific funding amount, it is necessary to authorize the Controller to continue to make

payments to these contractors through June 30, 2013, at the following rates: ACRC $33,333, HRTC $28,333, and MH $20,387 for a total of $82,053. Except for these amounts, contractors shall be paid in accordance with all terms and conditions included in original agreements through June 30, 2013, or until amended agreements are completed. While the exact annual funding amounts are unknown, the allocation will be sufficient to cover the costs incurred during this extension.

The Resolution has been reviewed and approved by County Counsel.

Approval of this Resolution and the continuation of these agreements contribute to the Shared Vision 2025 outcome of a Healthy Community by providing medical care and psycho-social services to individuals affected by HIV/AIDS. It is anticipated that the viral load of 75% of clients receiving services will decrease or remain undetectable as a result of the medical and psycho-social services received.

PERFORMANCE MEASURE(S):

Measure	FY 2011-12 Actual	FY 2012-13 Projected
Percentage of clients whose viral load will decrease or remain undetectable as a result of the medical care and psycho-social services received.	74%*	75%

*A percentage lower than projected resulted when a larger than expected number of clients developed resistance to medications and/or experienced problems adhering to their treatment.

FISCAL IMPACT:

The estimated cost to provide these services for the period of March 1, 2013 through June 30, 2013, is $82,053. Funds for the annual cost of these Agreements, including the extension, have been included in the Public Health FY 2012-13 Adopted Budget. There is no Net County Cost.

RESOLUTION NO. _____

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

* * * * * *

RESOLUTION AUTHORIZING THE CONTROLLER TO CONTINUE PAYMENTS ON THE HEALTH SYSTEM PUBLIC HEALTH STD/HIV PROGRAM AGREEMENTS FOR THE PERIOD OF MARCH 1, 2013 THROUGH JUNE 30, 2013

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

WHEREAS, the agreements with the AIDS Community Research Consortium, the Harm Reduction Therapy Center and Mental Health Association of San Mateo County will expire on February 28, 2013, and renewal agreements have not been completed due to delays in the federal and state budget process; and

WHEREAS, the Controller does not have the authority to make payments to these contractors between the expiration date and time of completion of the agreements; and

WHEREAS, this Board wishes to continue payments through June 30, 2013 pending execution of new agreements at the following rates: $33,333 for the AIDS Community Research Consortium, $28,333 for the Harm Reduction Therapy Center and $20,387 for the Mental Health Association of San Mateo County, for a total of $82,053.

NOW THEREFORE, IT IS HEREBY DETERMINED AND ORDERED that the Board authorizes the Controller to continue payments through June 30, 2013 on said

agreements for and on behalf of the County, subject to the contractors' continued compliance with all terms and conditions of the most recent and previous agreements with the County.

* * * * * *

COUNTY OF SAN MATEO
Inter-Departmental Correspondence
Human Resources

Date: December 20, 2012
Board Meeting Date: January 29, 2013
Special Notice / Hearing: None
Vote Required: Majority

To: Honorable Board of Supervisors

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

Subject: Agreement with Baysport Inc. for Employee Wellness Screening Services

RECOMMENDATION:

Adopt a Resolution authorizing an agreement with Baysport, Inc. to provide wellness clinic screening services to County and Court employees for the term of January 1, 2013 through December 31, 2013 in an amount not to exceed $125,000

BACKGROUND:

The County has sponsored onsite wellness screening services since 1984.
In 2011, the County formed a strategic partnership with its two health insurance providers, Blue Shield of California and Kaiser Permanente, to improve employee health by providing employee incentives for participation in wellness programs.
In 2011 and 2012, over 36% of County employees participated in Wellness Screenings.
In 2013, we are setting an ambitious goal of 50% participation rate.

Baysport was one of two providers of Wellness Screening services in 2012. To increase efficiency, we consolidated services and selected one vendor.

DISCUSSION:

In August 2012, a Request for Proposals (RFP) was issued. Seven proposals were received and evaluated by our medical broker, Alliant Insurance Services. A committee composed of HR representatives and Wellness committee members interviewed three RFP finalists. The committee recommended that the County select Baysport, Inc. as the exclusive Wellness Screening vendor.

Baysport is a locally-owned business with offices in Redwood Shores. Founded in 1984, BaySport is a leading provider of preventive medicine, physical therapy, and corporate fitness services with over 100 corporate clients. The County has had a contractual relationship with Baysport for five years.

The Human Resources Department requests your Board to authorize the Human Resources Director or the Director's designee to execute amendments to the agreement which modify the County's maximum fiscal obligation by no more than $25,000 (in aggregate), and/or modify the agreement 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 and Agreement as to form.

Approval for this Agreement contributes to Shared Vision 2025 outcome of Collaborative Community by developing and fostering partnerships that promote regional solutions to enhance organizational efficiencies and effectiveness.

PERFORMANCE MEASURE(S):

Measure	FY 2010-11 Actual	FY 2011-12 Actual	FY 2012-13 Projected
Number of Participants	1,923	1,681	2,400
Participant Satisfaction with Services	84%	85%	90%

FISCAL IMPACT:

There is no impact to Net County Cost. All costs associated with this contract are fully covered by the Employee Wellness Program and the Benefits Trust Fund.

Exhibit A

1.	General Description of RFP	To conduct Wellness Screenings for County Employees
2.	List key evaluation criteria	-- Individual qualifications and training --Clarity, approach and completeness of program proposal --Program design --Consistency with requested services described in this RFP --Cost effectiveness and budget --Experience with providing similar services --Prior experience and demonstrated competence including technical ability in conducting comparable programs --Proposed work plan, timeframes and approach/methodology to completing the contract. --Cost and ability to complete the work within acceptable time periods. --Demonstrated ability to work effectively with elected officials, management and employees and employee organizations --Demonstrated ability to communicate effectively in non-technical, easily understood language both verbally and in concise written form --Working familiarity with local governments --References
3.	Where advertised	Through Medical Insurance Broker, Alliant Insurance Services
4.	In addition to any advertisement, list others to whom RFP was sent	To current Wellness Contractors, all local hospitals in San Mateo County & Peninsula; Kaiser and Blue Shield account executives; Stanford Health Promotion Network for posting to its membership.
5.	Total number sent to prospective proposers	15-16
6.	Number of proposals received	9
7.	Who evaluated the proposals	Alliant staff reviewed RFPs and selected top three proposals for County to Review. County Review +Selection Committee: Marbella Dover, Pamela Gibson, Rey Guillen, Scott Morrow, Susan Vana
8.	In alphabetical order, names of proposers (or finalists, if applicable) and location	Baysport Blue Shield eHealthScreenings Elite Corporate Wellness Kaiser Permanente On-site Health Diagnostics Superior Mobile Health Solutions Sutter Health Worksite Wellness

RESOLUTION NO. _____

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

* * * * * *

RESOLUTION AUTHORIZING AN AGREEMENT WITH BAYSPORT, INC. TO PROVIDE WELLNESS CLINIC SCREENING SERVICES TO COUNTY EMPLOYEES FOR THE TERM OF JANUARY 1, 2013 THROUGH DECEMBER 31, 2013 IN AN AMOUNT NOT TO EXCEED $125,000

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

WHEREAS, the County is committed to ensuring the health and wellbeing of its employees; and

WHEREAS, the County has established strategic partnerships with Blue Shield of California and Kaiser Permanente to improve employee health by providing wellness screenings, online and onsite wellness programs and activities, with a goal of reaching at least 50% of employees in 2013;

WHEREAS, Baysport was selected by an RFP process to provide Wellness Screenings to at least 50% of employees in 2013;

WHEREAS, there has been presented to this Board for its consideration and acceptance an Agreement, reference to which is hereby made for further particulars, whereby Baysport shall provide wellness screenings for County employees for the period January 1, 2013 through December 31, 2013, for a total compensation not to exceed $125,000 during the contract term; and

WHEREAS, this Board has considered the Agreement 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 is hereby authorized and directed to execute said contract 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 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.

* * * * * *

AGREEMENT BETWEEN THE COUNTY OF SAN MATEO AND
BAYSPORT, INC.

THIS AGREEMENT, entered into this 29th day of January, 2013, by and between the COUNTY OF SAN MATEO, hereinafter called "County," and Baysport, Inc., 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, it is necessary and desirable that Contractor be retained for the purpose of conducting Wellness Screenings for County employees;

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 H—HIPAA Business Associate requirements
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 and twenty five thousand dollars, $125,000.

4. Term and Termination

Subject to compliance with all terms and conditions, the term of this Agreement shall be from January 1, 2013 through December 31, 2013.

This Agreement may be terminated by Contractor, the Human Resources Director or his/her 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, including but not limited to that caused by the concurrent active or passive negligence of County, its officers, agents, employees, or servants, resulting from the performance of any work required of Contractor or payments made pursuant to this Agreement, provided that this shall not apply to injuries or damage for which County has been found in a court of competent jurisdiction to be solely liable by reason of its own negligence or willful misconduct.

The duty of Contractor to indemnify and save harmless as set forth herein, shall include the duty to defend as set forth in Section 2778 of the California Civil Code.

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.

(1) **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 will comply with such provisions before commencing the performance of the work of this Agreement.

(2) **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:

(a)	Comprehensive General Liability	$1,000,000
(b)	Motor Vehicle Liability Insurance	$1,000,000
(c)	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, ordinances and regulations, including, but not limited to, the Health Insurance Portability and Accountability Act of 1996 (HIPAA), and the Federal Regulations promulgated thereunder, as amended, and will comply with the Business Associate requirements set forth in Attachment "H," and the Americans with Disabilities Act of 1990, as amended, and Section 504 of the Rehabilitation Act of 1973, as amended and attached hereto and incorporated by reference herein as Attachment "I," which prohibits discrimination on the basis of handicap in programs and activities receiving any Federal or County financial assistance. Such services shall also be performed in accordance with all applicable ordinances and regulations, including, but not limited to, appropriate licensure, certification regulations, provisions pertaining to confidentiality of records, and applicable quality assurance regulations. In the event of a conflict between the terms of this Agreement and State, Federal, County, or municipal law or regulations, the requirements of the applicable law will take precedence over the requirements set forth in this Agreement. 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.

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 Contractors 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.

F. 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 in 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 State 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:

In the case of Contractor, to:

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

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

Date:_____

ATTEST:

By:_____
Clerk of Said Board

Baysport, Inc.

_____
Contractor's Signature

Date: 1/16/13

Exhibit "A"

In consideration of the payments set forth in Exhibit "B", Contractor shall provide the following services:

Exhibit "B"

In consideration of the services provided by Contractor in Exhibit "A", County shall pay Contractor based on the following fee schedule:

COUNTY OF SAN MATEO
AGREEMENT WITH INDEPENDENT CONTRACTOR

Exhibit "A"
Agreement No._____

Agreement between the County of San Mateo and BAYSPORT, INC.

I. Description of Services to be Performed by the Contractor

1) Contractor provides trained staff and all necessary equipment and materials to conduct coordinated, cost-effective clinic screening services. The testing protocols and equipment used shall adhere to nationally recognized guidelines and standards. Testing components include but are not limited to determination of an individual's:

- cardiac risk blood profile (total cholesterol, HDL, LDL, glucose and triglycerides)
- hemoglobin A1C (according to criteria as set forth by County)
- body mass index (height, weight)
- body composition (waist & hip measurements)
- resting pulse & blood pressure

1a) Contractor provides individualized health counseling at the conclusion of the clinic screening to ensure participant's understanding of health results, to answer questions, discuss next steps and work with participant to set at least one short-term goal. Contractor will utilize principles of Stages of Change theory and Motivational Interviewing to ensure that each participant is ready to make a healthy change.
1b) At least four weeks prior to first screening date, Contractor will provide a list of standard counseling questions to County for review.
1c) Contractor will keep a tally of participant goals, using broad categories as mutually agreed upon by County and Contractor.
1d) As feasible, Contractor will provide previous clinical testing results to participants

2) County provides a conference room or similar space to safely and adequately accommodate the Wellness Screening program at each worksite location which meets the Contractor's requirements. County will provide logistical information about the rooms at least two weeks prior to the first screening date. The Contractor will set-up room and test equipment, assure the accuracy and functions; will assure equipment is in excellent working order and calibrated for accuracy (or test checked) at the beginning of each testing date; and will ensure an acceptable level of privacy for participants.

4) Contractor provides an off-site location for clinical screening services at its offices at Pacific Athletic Club in Redwood City. The time frame for when clinic screening services are offered at this location will be determined by the County. County acknowledges that clinic screening services at this off-site location are conducted during normal business hours.

5) Contractor provides an online registration system for employees to schedule individual appointments, customizing to County's needs. Online registration system will include electronic confirmation and reminders, and text reminders, according to a notification schedule as determined by the county.

6) At County's request, Contractor provides follow-up outreach, educational intervention(s) and/or triage to high-risk County employees as identified by the health-screening program within three weeks of appointment. Intervention may include but is not limited to triage for medical evaluation, problem solving and motivation, resource and referral, and/or recommendation to enroll in the County's health coaching program.

7) Contractor assists in the development and implementation of marketing activities for the clinic screening program, as mutually agreed upon between the County and the Contractor. This may include attendance at department meetings and other onsite outreach.

8) Contractor agrees to customize screening forms and documents, (i.e. waiver, registration questions, lifestyle based questions, consent forms, participant results sheets, informational pamphlets) to meet County's needs.
8a) All registration and results documents will include two unique identifiers for each participant (Date of Birth and Employee ID)

9) Contractor provides an aggregate report of findings and recommendations to the County within one month of the end of the testing cycle, following criteria as outlined by the County. Contractor provides ad hoc reports to County within one week of request.
9a) County may request ad hoc aggregate reports on clinical information of participants screened during this contract period for a period of ten years beyond the expiration of this contract.
9b) County and Contractor will develop a process for transfer of data to an independent third party, should continuation of the working relationship cease.

10) Contractor and the County will mutually develop program development and implementation timetables for testing cycle. After each testing cycle, Contractor and the County will evaluate program effectiveness and participant satisfaction and modify program elements accordingly.
10a) On a weekly basis, Contractor shall notify County of status of registrations at remaining clinics.
Contractor and County can decide to cancel or consolidate a clinic, if registration is below 15 at least one week prior to the clinic screening date, without penalty.

11) Contractor provides a fully-functioning Cholestech machine for the County's Health Coaching Program at no charge to the County.

12) Contractor shall assign a Project Coordinator and shall assure that the staff and/or sub-contractors assigned to this project have appropriate professional background and/or training and/or certification to administer health screenings. County reserves the right to reject Contractor staff and/or sub-contractor assignment with cause.

13) Contractor shall comply with all federal, state, and local laws regarding disposal of hazardous waste. Contractor shall comply with all federal, state, and local laws regarding needle safety. Contractor is requested to register clinic screening dates with Health Department.

14) Contractor will perform related tasks and responsibilities as mutually agreed upon by Contractor and the County.

15) County is responsible for all photocopy services and publicity to employees, logistics, securing appropriate rooms, and overall program management activities.

II. Amount and Method of Payment

Contractor may bill on the 30th of each month for services rendered and expenses incurred during that month, according to the current Fee Schedule on file with the Human Resources Department (Exhibit B). Invoices should be itemized and submitted in writing. Contractor shall submit a complete listing of program participants with each invoice.

For the purposes of this contract, the primary work location is designated to be the County Government Center in Redwood City. Contractor acknowledges receipt of one County Government Center parking garage pass, and agrees to pay County the prevailing charge if it is lost or not returned at the end of the contract period.

Reasonable and necessary expenses for items related to the completion of this contract will be reimbursed with an appropriate receipt. Any expenses totaling more than $50 should receive prior approval from County. The Contractor shall not bill for telephone expenses, mileage or travel time provided under this contract.

Awarding of this contract does not ensure that County will spend the total amount of the agreement. The County is not obligated to purchase any specific amount of services.

Contractor agrees that the requirements of this Agreement pertaining to the protection of proprietary rights and confidentiality shall survive termination of this Agreement.

Contractor's Signature	1/16/13 Date	Doug Emery Contractor's Name (Please Print)	1/16/13 Date
President, Board of Supervisors	Date	Don Horsley Board of Supervisors (Please Print)	Date
Purchasing Agent, County of San Mateo	Date		17210 Budget Unit

COUNTY OF SAN MATEO
AGREEMENT WITH INDEPENDENT CONTRACTOR

Exhibit "B"
Agreement No._____

Agreement between the County of San Mateo and BAYSPORT, INC.

Health Screening Service Fees for San Mateo County
(effective January 1- December 31, 2013)

1. Health Screening Services

Tests will include Height/Weight for Body Mass Index (BMI); Waist and Hip measurements for Waist/Hip ratio; Blood Pressure check; fingerstick blood test using the Cholestech units for either a fasting or a non-fasting lipid profile; and an individual consultation reviewing the clinical results.

Fasting Lipid Profile	**$46.00**
Non-Fasting Profile	**$43.00**

If a clinic has less than 11 participants, there is a flat $500 fee.

2. HbA1c Testing. **$16.75**

BaySport provides HbA1c testing for participants who meet the testing criteria as established by BaySport and San Mateo County representatives.

3. Follow-up Counseling for High Risk/ Intervention Participants (upon County request only)
Upon request of County, for those participants meeting specific high-risk criteria, BaySport will conduct a telephonic follow-up counseling program at the request of San Mateo County.

Follow-Up Counseling $37pp
These follow-up counseling sessions will be an average of 10 minutes in length and will be performed via telephone. The pricing information is per person and based upon 20 minutes of BaySport staff physiologist time at $111/hr: 5 minutes for preparation; 10 minutes for the consultation; and 5 minutes for summary notes and a follow-up email to the participant after the discussion.

4. Additional expenses in support of Clinic Screening Services

Direct set-up costs associated with online appointment system	**$300.00**
Fully-functioning Cholestech machine for Health Coaching Program	no charge
End of Program Aggregate Reporting	no charge
Custom, Ad hoc reports	no charge

BaySport will provide a written invoice to the County of San Mateo for services provided as part of this contract on the 30th of each month during which services were provided in support of this contract. Baysport will attach the list of employees who participated by date of service.

This Exhibit will be valid from January 1, 2013 through December 31, 2013.

It is agreed that any subsequent exhibits will not measurably change the scope of work or the amount and method of payment for a period of up to three years.

Attachment H
Health Insurance Portability and Accountability Act (HIPAA)
Business Associate Requirements

Definitions

Terms used, but not otherwise defined, in this Schedule shall have the same meaning as those terms are defined in 45 Code of Federal Regulations section 160.103 164.304 and 164.501. (All regulatory references in this Schedule are to Title 45 of the Code of Federal Regulations unless otherwise specified.)

a. *Designated Record Set.* "Designated Record Set" shall have the same meaning as the term "designated record set" in Section 164.501.
b. *Electronic Protected Health Information.* "Electronic Protected Health Information" ("EPHI") means individually identifiable health information that is transmitted or maintained in electronic media, limited to the information created, received, maintained or transmitted by Business Associate from or on behalf of Covered Entity.
c. *Individual.* "Individual" shall have the same meaning as the term "individual" in Section 160.103 and shall include a person who qualifies as a personal representative in accordance with Section 164.502(g).
d. *Privacy Rule.* "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 Code of Federal Regulations Part 160 and Part 164, Subparts A and E.
e. *Protected Health Information.* "Protected Health Information" shall have the same meaning as the term "protected health information" in Section 160.103 and is limited to the information created or received by Contractor from or on behalf of County.
f. *Required By Law.* "Required by law" shall have the same meaning as the term "required by law" in Section 164.103.
g. *Secretary.* "Secretary" shall mean the Secretary of the United States Department of Health and Human Services or his or her designee.
h. *Security Incident.* "Security Incident" shall mean the attempted or successful unauthorized access, use, disclosure, modification, or destruction of information or interference with systems operations in an information system, but does not include minor incidents that occur on a daily basis, such as scans, "pings", or unsuccessful random attempts to penetrate computer networks or servers maintained by Business Associate
i. *Security Rule.* "Security Rule" shall mean the Standards for the Protection of Electronic Protected Health Information at 45 CFR Part 160 and Part 164, Subparts A and C.

Obligations and Activities of Contractor

a. Contractor agrees to not use or further disclose Protected Health Information other than as permitted or required by the Agreement or as required by law.

11/7/13

b. Contractor agrees to use appropriate safeguards to prevent the use or disclosure of the Protected Health Information other than as provided for by this Agreement.
c. Contractor agrees to mitigate, to the extent practicable, any harmful effect that is known to Contractor of a use or disclosure of Protected Health Information by Contractor in violation of the requirements of this Agreement.
d. Contractor agrees to report to County any use or disclosure of the Protected Health Information not provided for by this Agreement.
e. Contractor agrees to ensure that any agent, including a subcontractor, to whom it provides Protected Health Information received from, or created or received by Contractor on behalf of County, agrees to the same restrictions and conditions that apply through this Agreement to Contractor with respect to such information.
f. If Contractor has protected health information in a designated record set, Contractor agrees to provide access, at the request of County, and in the time and manner designated by County, to Protected Health Information in a Designated Record Set, to County or, as directed by County, to an Individual in order to meet the requirements under Section 164.524.
g. If Contractor has protected health information in a designated record set, Contractor agrees to make any amendment(s) to Protected Health Information in a Designated Record Set that the County directs or agrees to make pursuant to Section 164.526 at the request of County or an Individual, and in the time and manner designed by County.
h. Contractor agrees to make internal practices, books, and records relating to the use and disclosure of Protected Health Information received from, or created or received by Contractor on behalf of, County available to the County or to the Secretary, in a time and manner designated by the County or the Secretary, for purposes of the Secretary determining County's compliance with the Privacy Rule.
i. Contractor agrees to document such disclosures of Protected Health Information and information related to such disclosures as would be required for County to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with Section 164.528.

11/7/13

j. Contractor agrees to provide to County or an Individual in the time and manner designated by County, information collected in accordance with Section (i) of this Schedule, to permit County to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with Section 164.528.
k. Contractor shall implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of EPHI that Contractor creates, receives, maintains, or transmits on behalf of County.
l. Contractor shall conform to generally accepted system security principles and the requirements of the final HIPAA rule pertaining to the security of health information.
m. Contractor shall ensure that any agent to whom it provides EPHI, including a subcontractor, agrees to implement reasonable and appropriate safeguards to protect such EPHI.
n. Contractor shall report to County any Security Incident within 5 business days of becoming aware of such incident.
o. Contractor shall makes its policies, procedures, and documentation relating to the security and privacy of protected health information, including EPHI, available to the Secretary of the U.S. Department of Health and Human Services and, at County's request, to the County for purposes of the Secretary determining County's compliance with the HIPAA privacy and security regulations.

Permitted Uses and Disclosures by Contractor

Except as otherwise limited in this Schedule, Contractor may use or disclose Protected Health Information to perform functions, activities, or services for, or on behalf of, County as specified in the Agreement; provided that such use or disclosure would not violate the Privacy Rule if done by County.

Obligations of County

a. County shall provide Contractor with the notice of privacy practices that County produces in accordance with Section 164.520, as well as any changes to such notice.
b. County shall provide Contractor with any changes in, or revocation of, permission by Individual to use or disclose Protected Health Information, if such changes affect Contractor's permitted or required uses and disclosures.
c. County shall notify Contractor of any restriction to the use or disclosure of Protected Health Information that County has agreed to in accordance with Section 164.522.

11/7/13

Permissible Requests by County

County shall not request Contractor to use or disclose Protected Health Information in any manner that would not be permissible under the Privacy Rule if done by County, unless the Contractor will use or disclose Protected Health Information for, and if the Agreement provides for, data aggregation or management and administrative activities of Contractor.

Duties Upon Termination of Agreement

a. Upon termination of the Agreement, for any reason, Contractor shall return or destroy all Protected Health Information received from County, or created or received by Contractor on behalf of County. This provision shall apply to Protected Health Information that is in the possession of subcontractors or agents of Contractor. Contractor shall retain no copies of the Protected Health Information.
b. In the event that Contractor determines that returning or destroying Protected Health Information is infeasible, Contractor shall provide to County notification of the conditions that make return or destruction infeasible. Upon mutual agreement of the Parties that return or destruction of Protected Health Information is infeasible, Contractor shall extend the protections of the Agreement to such Protected Health Information and limit further uses and disclosures of such Protected Health Information to those purposes that make the return or destruction infeasible, for so long as Contractor maintains such Protection Health Information.

Miscellaneous

a. *Regulatory References.* A reference in this Schedule to a section in the Privacy Rule means the section as in effect or as amended, and for which compliance is required.
b. *Amendment.* The Parties agree to take such action as is necessary to amend this Schedule from time to time as is necessary for County to comply with the requirements of the Privacy Rule and the Health Insurance Portability and Accountability Act, Public Law 104-191.
c. *Survival.* The respective rights and obligations of Contractor under this Schedule shall survive the termination of the Agreement.
d. *Interpretation.* Any ambiguity in this Schedule shall be resolved in favor of a meaning that permits County to comply with the Privacy Rule.
e. *Reservation of Right to Monitor Activities.* County reserves the right to monitor the security policies and procedures of Contractor

(rev. 8/08)

1/17/2013

ATTACHMENT

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.

Linda Emery
Name of 504 Person - Type or Print

BAY SPORT INC.
Name of Contractor(s) - Type or Print

987 University Ave, Suite 12
Street Address or P.O. Box

Los Gatos CA 95032
City, State, Zip Code

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

Linda Emery
Signature

VP / CFO
Title of Authorized Official

1/17/13
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: January 3, 2013
Board Meeting Date: January 29, 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:
Adoption 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, previously introduced on January 15, 2013 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**	
				8%	*Vacancy Rate*

COUNTY OF SAN MATEO
Inter-Departmental Correspondence
Human Services Agency

Date: December 21, 2012
Board Meeting Date: January 29, 2013
Special Notice / Hearing: None
Vote Required: Majority

To: Honorable Board of Supervisors

From: Beverly Beasley Johnson, JD, Director, Human Services Agency

Subject: Agreement with Unity Care Group, Inc.

RECOMMENDATION:
Adopt a Resolution authorizing an Agreement with Unity Care Group, Inc. for the Independent Living Skills Program for the term of January 1, 2013 through June 30, 2015 in the amount of $335,000.

BACKGROUND:
The Independent Living Skills Program (ILP) was authorized by the Foster Care Independence Act of 1999 (Public Law 106-169). The ILP provides training, services and programs to assist current and former foster youth achieve self-sufficiency prior to and after leaving the foster care system. Since September of 2004, San Mateo County Community College District has been providing ILP training courses at their Community College campuses. The ILP program offers training to foster youth ages 14-19 on critical skills that are essential for them to successfully transition to adulthood.

On July 23, 2012, the Human Services Agency (HSA) conducted a Request for Proposal (RFP) for ILP services and received four proposals (see Attachment A).

DISCUSSION:
Unity Care Group, Inc. was selected to offer ILP services to improve students' capacity to successfully transition out of foster care by providing education, employment and life skills training for foster youth. The ILP classes will focus on educational/vocational training, college placement and financial aid, social skills, financial skills and money management, computer training, and health/nutrition issues. Separate classes will be offered for freshmen, sophomores, juniors, seniors to ensure classes are appropriately targeted for each age group.

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. County Counsel has reviewed and approved the Agreement and Resolution as to form and the Contractor meet insurance certification requirements.

Approval of this Agreement contributes to the Shared Vision 2025 outcome of a Prosperous Community by ensuring that foster youth obtain life skills that are essential for successful transition to adulthood. The skills that foster youth gain will greatly contribute towards helping them achieve greater independence and a better quality of life. It is anticipated that 260 foster youth will attend ILP classes and 84% of the youth will graduate in Fiscal Year 2012-13 with an increase in future Fiscal Years. Of those graduating, it is anticipated that 50% will attend a four year university or college**.**

PERFORMANCE MEASURE(S):

Measure	FY 2012-13 Projected	FY 2013-14 Projected	FY 2014-15 Projected
Percentage of foster youth that graduated from ILP classes	84%	90%	95%
Percentage of foster youth attending a university or community college after graduating from ILP	50%	55 %	60 %

FISCAL IMPACT:

The term of this Agreement is January 1, 2013 through June 30, 2015. The total amount of the Agreement is $335,000, of which 70% ($234,500) is funded through State Realignment and 30% ($100,500) is Net County Cost. The Agreement has allocated $80,000 in Year One (January 2013 to June 30, 2013), $125,950 in Year Two (July 2013 – June 2014) and $129,050 in Year Three (July 2013 – June 2015). This appropriation has been included in the FY 2012-13 Adopted Budget and will be included in the FY 2013-14 and FY 2014-15 Recommended Budgets.

Attachment A

REQUEST FOR PROPOSAL PROCESS MATRIX

JULY 2012

1.	General description of RFP	RFP to solicit providers to offer Experiential Independent Living Skills courses to ILP youth, ranging from High School Freshmen to Seniors.
2.	List key evaluation criteria	Evaluation criteria included agency qualifications; ability to serve identified population, project description, evidence of collaboration, agency capacity, and cost effectiveness of the program and budget.
3.	Where advertised	San Mateo Daily Journal (North and South)
4.	In addition to any advertisement, list others to whom the RFP announcement was sent	RFP Distribution mailing list comprised of 138 providers.
5.	Total number of RFP's sent to prospective proposers	Five
6.	Number of proposals received	Four
7.	Who evaluated the proposals	1. Pravin Patel, Program Manager 2. Gene Ketchen, ILP supervisor 3. Deborah Pomery, Human Services Analyst
8.	In alphabetical order, names of proposers (or finalists, if applicable) and location	1. Peninsula Conflict Resolution Center 2. StarVista 3. Unity Care Group, Inc. 4. Walden School

RESOLUTION NO. _____

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

* * * * * *

RESOLUTION AUTHORIZING AN AGREEMENT WITH UNITY CARE GROUP, INC. FOR THE INDEPENDENT LIVING SKILLS PROGRAM FOR THE TERM OF JANUARY 1, 2013 THROUGH JUNE 30, 2015 IN THE AMOUNT OF $335,000

_____

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

WHEREAS, on July 23, 2012, the Human Services Agency conducted a Request for Proposal for the Independent Living Skills Program (ILP) to provide training, services and programs to assist current and former foster youth achieve self-sufficiency prior to and after leaving the foster care system; and

WHEREAS, Unity Care Group, Inc. was selected to provide ILP services for the term January 1, 2013 through June 30, 2015 in the amount of $335,000; and

WHEREAS, Unity Care Group, Inc. will offer ILP services to improve students' capacity to successfully transition out of foster care by providing education, employment and life skills training for foster youth; 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 the same.

NOW, THEREFORE, IT IS HEREBY DETERMINED AND ORDERED that

A. 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 this Board shall attest the President's signature thereto; and

B. The Director of the Human Services Agency (HSA) or the Director's designee shall be 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 UNITY CARE GROUP, INC

THIS AGREEMENT, entered into this _____ day of _____ , 20_____,

by and between the COUNTY OF SAN MATEO, hereinafter called "County," and UNITY CARE GROUP, INC, 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, it is necessary and desirable that Contractor be retained for the purpose of administering an Independent Living Skills Program (ILP) to foster youth.

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: Scope of Work
Exhibit B: Payments
Exhibit B1- Budget- County of San Mateo – Independent Living Skills Program
Exhibit C: Program Monitoring
Exhibit D: Child Abuse Reporting Requirements
Exhibit E: Fingerprinting Certification Form
Attachment I: §504 Compliance
Attachment J: Contractor's Declaration Form

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 THREE HUNDRED THIRTY FIVE THOUSAND DOLLARS, ($335,000)

4. Term and Termination

Subject to compliance with all terms and conditions, the term of this Agreement shall be from January 1, 2013 through June 30, 2015.

This Agreement may be terminated by Contractor, the Human Services Agency Director or his/her 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, including but not limited to that caused by the concurrent active or passive negligence of County, its officers, agents, employees, or servants, resulting from the performance of any work required of Contractor or payments made pursuant to this Agreement, provided that this shall not apply to injuries or damage for which County has been found in a court of competent jurisdiction to be solely liable by reason of its own negligence or willful misconduct.

The duty of Contractor to indemnify and save harmless as set forth herein, shall include the duty to defend as set forth in Section 2778 of the California Civil Code.

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.

(1) **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.

(2) **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:

(a)	Comprehensive General Liability	$1,000,000
(b)	Motor Vehicle Liability Insurance	$1,000,000
(c)	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. <u>Non-Discrimination and Other Requirements</u>

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.

F. 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 Sates 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:
Loc Nguyen, DrPH, MSW, Director, Children and Family Services
County of San Mateo,Human Services Agency
400 Harbor Blvd., Bldg. B
Belmont, CA 94002
650.802-3390
650.802-6401 - Fax

In the case of Contractor, to:
Andre Chapman, M.A., President and CEO
Unity Care Group
P. O. Box 730276
San Jose, CA 95173
408.510.3480
408.510.3666 - Fax

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

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

Date:_____

ATTEST:

By:_____
Clerk of Said Board

UNITY CARE GROUP, INC
Andre Chapman, M.A., President and CEO

_____
Contractor's Signature

Date: 1-8-13

Exhibit A

SCOPE OF WORK
Unity Care Group, Inc.
January 1, 2013 through June 30, 2015

In consideration of the payments set forth in Exhibit "B", Contractor shall provide the following services:

The Independent Living Program provides training, services, and programs to facilitate the transition of foster care youth, ages 14 to 19, from the system of care to independent living, enabling the youth to achieve self-sufficiency prior to and after leaving the foster care system. California Department of Social Services, Manual of Policies and Procedures, Division 31 regulations outline the requirements for foster and probation youth in out of home care to receive Independent Living Skills (ILP) Program services from 16 years of age until their 21st birthday. CONTRACTOR shall perform services in accordance with the ILP Program roles and responsibilities delineated in these regulations.

CONTRACTOR shall provide Life Skills Workshops, Individualized Case Management, Core Services and Supportive Activities in order to provide necessary services to the ILP eligible in-care foster/probation youth of San Mateo County. In doing so, CONTRACTOR shall collaborate with county level Social Workers, Probation Officers and ILP Coordinator in order to educate them about the program and to facilitate youth access to services. CONTRACTOR shall utilize community resources for information and referral purposes in order to connect youth with needed resources.

1. Client Referrals

1.1 Placement Social Workers and Probation Officers will identify youth who qualify for ILP services and generate a referral to COUNTY ILP Coordinator.

1.2 COUNTY ILP Coordinator will contact youth, provide information on ILP Program to include outline, dates of Life Skills Workshops and Unity Care contact information, and enroll youth in services.

1.3 COUNTY ILP Coordinator will fax or email copy of referral to Unity Care staff upon program enrollment.

2. Program Components

2.1. Life Skills Workshops:

The Life Skills staff shall facilitate group workshops. Workshop facilitation may include bringing in guest speakers, taking fieldtrips and/or hosting workshop panels to communicate needed information to the youth. Life Skills services shall be coordinated with internal/external agencies/entities/individuals in order to best meet the needs of the youth, and to ensure continued engagement in a group setting. Typical workshop curriculum topics shall include various "core services" and "supportive activities".

2.2. Individualized Case Management:

CONTRACTOR shall provide individualized case management services to pregnant and parenting youth and AB12 non-minor dependents of San Mateo

County in order to meet their ILP needs accordingly. Life Skills staff shall assist these youth in various life domains in order to support the youth and young adults to move towards independence and increased self-determination, including offering encouragement, support, holding individuals accountable, setting limits, helping with decision-making skills, advocacy, education/skill-building, as well as providing information and referral services.

CONTRACTOR shall conduct individual assessments with each youth in order to help determine the appropriate services suitable, based on their areas of interest, skill levels, aptitudes, abilities, and supportive service needs. CONTRACTOR shall remain in regular contact with the program participants to assist in needed areas, and its staff shall integrate life skills training into their everyday interactions with youth, such as: decision-making, self-discipline, initiative, how to cope with frustration, and developing self-esteem.

3. Core Services to be Provided

3.1. Career Development: CONTRACTOR shall assist with career assessment exercises and aiding individuals in identifying progressive steps to work towards one's career (which may include research, volunteer experience, and education).

3.2. Education: These individuals may need information and education about the financial benefits to finishing a High School Diploma/GED/CHSPE, for example, in order to promote more economic sustainability for their future. Preparation for post-secondary and/or vocational educational opportunities will be offered in various ways such as: individualized educational guidance, information & referral, and visiting post-secondary/vocational institutions to provide exposure to such educational opportunities to the youth.

3.3. Employment: CONTRACTOR shall assist individuals with the creation of resumes, conducting a job search, completion of job applications, learning the importance of first impressions, as well as education and information regarding the job interview process (to include how to handle difficult questions about gaps in work history, criminal record history, terminations from previous places of employment, and fielding illegal questions), and telephone skills. In order to encourage self-sufficiency, efforts will be made to inform and educate individuals on employee rights as well as job retention strategies, to promote more economic sustainability. Employment and/or vocational training will emphasize high wage jobs to maximize the young adults' chances of financial self-sufficiency. CONTRACTOR shall collaborate with the local Workforce Investment Act Provider in order to supplement these services.

3.4. Financial Resources: CONTRACTOR shall inform and educate youth regarding the many financial resources available to foster youth. This may include transitional housing programs, discounts on California ID card fee, navigating Medi-Cal access, and helped filling out financial aid forms (FAFSA),

accessing other financial resources (such as Chafee Grant, EOPS, BOG waivers, YES scholarships, grants, WIA funds).

In addition, CONTRACTOR shall assist program participants in information and referral in order to understand and navigate available public benefit resources that might be available to them for which they have not yet applied (such as: Veteran's Benefits, Cal Works, Medi-Cal, SSI, SSDI, SDI, Section 8).

3.5. Health/Mental Health: CONTRACTOR shall assist program participants in understanding and accessing medical resources, learning the importance of addressing medical needs before they grow into bigger needs/emergencies, provide information on how to access education regarding medical symptoms, diagnoses, how to set up doctor's appointments, how to manage one's medication regime, the importance of personal hygiene, smoking cessation, the home treatment of minor medical issues (cold/flu), and how to access medical services.

CONTRACTOR shall incorporate the concept of one's mental health being very connected to one's physical health and vice versa. Staff will guide and assist program participants in accessing needed behavioral health services within the community (to include referrals to MHSA programs). Education regarding typical warning signs (suicidality and depression) will be offered as well as knowing when you need help and where to go for such assistance. For those with co-occurring disorders, the Wellness Recovery Action Plan (WRAP) tool will be introduced so that the individual can begin to take ownership of his/her symptoms and work toward the management of those symptoms.

3.6. Housing Information: This may include referrals to THP+ programs or other housing programs in the local area, but also education about: searching for housing, landlord/tenants rights, what to look for in a housing situation, housing application completion and how to respond to sensitive questions, how to conduct an effective housing search in the community, costs associated with moving, landlord/tenants rights, understanding lease agreements, move in/out procedures, cleaning and security deposits, evictions and how to be a good tenant in order to promote further self-sufficiency.

3.7. Interpersonal/Social Skills: This topic will be covered in passive and active ways and may include: communication styles and how we all differ, how to handle one's anger, conflict resolution, and problem solving. Youth may learn the differences between being assertive and being aggressive. Staff will serve as examples and mentors. Fieldtrips and other interactions with the public can serve to be great teaching material on how to act appropriately in public and social settings, and the importance of first impressions.

3.8. Life Skills/Daily Living: These such skills may include: accessing and storing important documents, the basics of good nutrition and why it is important, meal planning, meal preparation, food storage, following a recipe, kitchen math,

kitchen safety, leadership skills, self-esteem, goal setting, stress management, personal hygiene, responsible sexuality, managing healthy relationships (including domestic violence issues), identifying values, setting goals, addictions, parenting skills and preparing to be a parent, computer skills, transportation, self-advocacy, Selective Service and Registering to Vote, and other legal issues.

3.9. Mentorship: CONTRACTOR shall advocate for eligible youth to be assigned a mentor, such as a CASA worker as appropriate.

3.10. Money Management: With a desired focus on economic stability, CONTRACTOR shall begin to prepare individuals with basic information and tools so that they can understand their current financial situation, increase their income over time, and consolidate debt/decrease debt. Individuals will be trained on how to choose a banking institution, open a bank account, balance a check book, and develop and manage a budget. Discussion about comparative buying versus impulse shopping will be introduced in order to promote more economic stability. Assistance with filing annual income tax forms will be provided.

Pros and cons of establishing and utilizing credit will be introduced. Program participants working on this goal will be expected to get a credit report spelling out their financial situation. This will allow the Life Skills Facilitator to begin to assist individuals with making plans for paying off/reducing debt and improving one's credit rating.

4. Supportive Activities to be Provided

4.1. Individualized Goal Setting: CONTRACTOR shall ensure that youth understand the goals outlined in their TILP. In addition, staff will assess these short-term and long-term goals and work to create a transition plan which identifies practical steps to accomplish in order to meet such goals. CONTRACTOR staff will help to guide the youth by offering realistic options and alternatives to help the youth progress towards their ultimate goals.

4.2. Ongoing Communication with Outside Entities: CONTRACTOR shall remain in communication with County case carrying workers and ILP Coordinator regarding the youth's ILP participation. With proper notification and planning ahead, the CONTRACTOR staff will attempt to attend emancipation conferences with and on behalf of the ILP youth.

4.3. Information and Training: CONTRACTOR shall provide presentations and information about ILP program services to County level staff to include case carrying workers through both Systems of Care and the Probation Department. In addition, CONTRACTOR will participate in educating foster families regarding ILP program services in order to raise their awareness and foster "buy in" on the foster parent's part.

4.4. Incentives: CONTRACTOR shall provide incentives to youth to encourage participation in ILP activities and to acknowledge specific successes in educational and employment settings. Incentives may be in the form of tangible items related to the skill that they are learning such as: hygiene supplies, school supplies, calculator for budgeting, organization system for important documents, kitchen supplies, resume paper, interview clothing, etc. The County shall be responsible for attendance incentives, which will be in the form of earning a specific dollar amount for each ILP session attended. These monies will not be paid out upon each session, but instead accumulated quarterly.

4.5. Culturally Sensitive and Appropriate Services: CONTRACTOR shall, where feasible, connect youth with resources/events/information that may resonate with that person's identity/interests/history/concerns (this may include language resources, LGBTIQ resources, religious services/resources, cultural transition services, gang programs/resources, ethnic oriented resources/clubs, and citizenship services). CONTRACTOR staff shall be trained in cultural differences and their impacts so that their interventions with program participants are appropriate and respondent to the individual's needs.

4.6. Information and Referral to Community Resources: CONTRACTOR shall provide information and referral to alternative/community resources for various services that may be outside of CONTRACTOR'S scope of practice or may be in other counties/states in order to further assist/support the individual. Such examples may include:

- Engagement with the California Youth Connection
- Food Bank
- Domestic Violence Service Agencies
- Literacy Programs
- Child Care Providers
- Housing Authority
- Employment Development Department
- Workforce Investment Act Provider
- Parks and Recreation Departments
- "Celebrate Recovery" Programs
- Support Groups (AA, NA, Alateen, Co-Dependency, etc.)
- Independent Living Centers/Programs
- Local Hospital Educational Classes/Courses/Resources
- Drug and Alcohol Programs
- Regional Occupational Program
- Universities/Community Colleges
- Adult Education Programs
- Behavioral Health Service Providers
- CalWORKS Program

5. Frequency/Scheduling of Services

5.1. CONTRACTOR Life Skills staff will meet with sophomore, junior and senior in-care youth and AB12 non-minor dependents individually on an as needed basis. Meetings with individuals will be set up in public settings such as libraries, schools, coffee shops or in the group home setting. Youth may meet with Life Skills staff as frequently as the youth feels is appropriate and based on the availability of the Life Skills staff. At minimum, LifeSkills staff will make phone contact with each youth monthly and facilitate face to face contact every 6 weeks. Life Skills staff will keep in contact with youth through e-mail, telephone, snail mail, and in person

5.2. Life Skills Workshops shall be conducted monthly for 3 hours for freshmen youth. Group workshops will be held monthly for 2.5 hours for Sophomore, Junior, and senior youths. CONTRACTOR shall schedule these meetings based on the geographic locations of the ILP eligible youth, during time frames that work best for most youth.

6. Program Evaluation and Reporting Methods

6.1. Cases notes: All program staff will document and track a youth's attendance, engagement, successes, and steps taken toward goal achievement in the form of case notes.

6.2. Pre/post tests: At the beginning and end of each ILP workshop, students will be given written surveys in which they will answer questions relating to their understanding of the subjects addressed during the workshop.

6.3. Retention of program participants: Comparisons will be made between the group of participants that have completed the program and those who have not. This comparison will help determine how successful the program has been in meeting its desired goals.

6.4. Collaboration amongst program staff: CONTRACTOR staff will work together to address progress, evaluate the effectiveness of activities, students' interest in materials presented and all other potential areas of growth.

6.5. Youth Evaluations: Mid year and at the end of each program year, the youth are encouraged to fill out evaluation forms regarding the program services provided. These evaluations will be taken into consideration in order to provide direct feedback to the adjustment and changes in program services.

7. Youth Assessments to be Used

7.1. Life Skills: CONTRACTOR shall utilize the Ansell Casey Life Skills Assessment (or equivalent) to provide a baseline tool to identify the self-reporting knowledge and skill sets of the ILP youth. This assessment shall be conducted annually to track progress, celebrate new learning and successes and update goals.

Exhibit B

PAYMENTS
Unity Care Group, Inc.
January 1, 2013 through June 30, 2015

In full consideration of services rendered in accordance with the terms of this Agreement, the County shall pay the contractor in the following manner unless otherwise authorized by the Director of the Human Services Agency or her designee. County shall pay Contractor according to the following payment schedule listed below for services as described herein Exhibit A.

I. Contractor will be reimbursed by County for its actual, reasonable, necessary, and allowable costs incurred up to the maximum compensation, for the performance of services specified in the Contract.

II. Contractor will submit to County a cost reimbursement claim in a form approved by the County, by the 10th working day of each month for the month just preceding in which services were performed.

III. If the cost reimbursement claim is in proper form and the items billed are payable under the Contract, County will upon receipt of cost reimbursement claim and approval of Contractor's invoices will make payment to Contractor within 30 working days.

IV. County is not obligated to reimburse Contractor for any expenditure not reported to County with 60 calendar days after the end of the last month of the Contract term.

V. The maximum amount County shall pay the Contractor shall not exceed **THREE HUNDRED THIRTY FIVE THOUSAND DOLLARS ($335,000)** for the term of the Agreement.

VI. Invoices shall be sent to: Gary Beasley, Human Services Agency, Program Manager, County of San Mateo, Human Services Agency, 2415 University Avenue, 3rd Floor, East Palo Alto, CA 94303.

VII. County may withhold all or part of Contractor's total payment if the Director of the Human Services Agency or her designee reasonably determines that Contractor has not satisfactorily performed the services described in Exhibit A of this Agreement.

VIII. County will give thirty (30) days prior written notice to Contractor of County's intent to withhold payment.

IX. If County reasonably determines that circumstances warrant immediate action, County may withhold payment immediately, without the thirty (30) day waiting period, upon County' written notice with justification to Contractor.

Agency Name: Unity Care Group **Exhibit B1**

Project Name: County of San Mateo - Independent Living Skills Program

Direct Costs				
Personnel Costs	**Jan 2013 - June 2013**	**July 2013 - June 2014**	**July 2014 - June 2015**	**Total**
Salaries	$ 43,575	$ 73,400	$ 75,200	$ 192,175
Payroll Taxes	$ 3,900	$ 6,600	$ 6,700	$ 17,200
Employee Benefits	$ 7,000	$ 11,800	$ 12,100	$ 30,900
				$ -
				$ -
Subtotal Personnel Costs	**$ 54,475**	**$ 91,800**	**$ 94,000**	**$ 240,275**
Operating Expenses				
Mileage	$ 5,000	$ 10,000	$ 10,300	$ 25,300
Incentives	$ 2,000	$ 4,000	$ 4,100	$ 10,100
Program Supplies	$ 1,000	$ 2,000	$ 2,100	$ 5,100
Office Supplies	$ 800	$ 2,600	$ 2,600	$ 6,000
Communication Expenses	$ 825	$ 1,500	$ 1,500	$ 3,825
Startup Costs	$ 6,150	$ -	$ -	$ 6,150
				$ -
				$ -
Subtotal Operating Expenses	**$ 15,775**	**$ 20,100**	**$ 20,600**	**$ 56,475**
Indirect Costs				
Administrative Overhead	$ 9,750	$ 14,050	$ 14,450	$ 38,250
Subtotal Indirect Costs	**$ 9,750**	**$ 14,050**	**$ 14,450**	**$ 38,250**
Grand Total	**$ 80,000**	**$ 125,950**	**$ 129,050**	**$ 335,000**

Exhibit C

PROGRAM MONITORING
Unity Care Group, Inc.
January 1, 2013 through June 30, 2015

Program Monitoring

I. CONTRACTOR agrees to the following outcomes:

- Average of 25 enrolled youth per class per semester in Independent Living Program (ILP) classes.
- 60% of seniors will attend a university or a community college after completing ILP classes.
- 88% of youth will rate the classes favorably through evaluation form.

II. Youth input will be sought regarding the quality of staffing and content.

III. CONTRACTOR will work with Human Services Agency, Program Manager to develop an incentive program which will include distribution of funds and other non monetary incentives.

IV. CONTRACTOR will submit Progress and Attendance Reports to Human Services Agency Program Manager within 10 days after the end of each month.

V. CONTRACTOR will submit Mid-year and Year-end Reports to Human Services Agency, Program Manager to include number of youth served and specific activities and outcomes within 15 days after the end of six months and twelve months.

Reports due dates as follows:

*April 15, 2013, July 15, 2013 - FY 2012-13 (6 months contract)
*Special reporting due to late start of the contract.

February 15, 2014, July 15, 2014 – FY 2013-14
February 15, 2015 and July 15, 2015 – FY 2014-15

Reports must be submitted to:

Gary Beasley, Human Services Agency, Program Manager
County of San Mateo, Human Services Agency
2415 University Avenue, 3rd floor
East Palo Alto, CA 94303

Exhibit D

Child Abuse Prevention and Reporting

Contractor agrees to ensure that all known or suspected instances of child abuse or neglect are reported to a child protective agency. Contractor agrees to fully comply with the Child Abuse and Neglect Reporting Act, Cal Pen Code 11164 et seq. Contractor will ensure that all known or suspected instances of child abuse or neglect are reported to an agency (police department, sheriff's department, county probation department if designated by the county to receive mandated reports, or the county welfare department) described in Penal Code Section 11165.9. This responsibility shall include:

A. A requirement that all employees, consultants, or agents performing services under this contract who are required by the Penal Code to report child abuse or neglect, sign a statement that he or she knows of the reporting requirement and will comply with it.

B. Establishing procedures to ensure reporting even when employees, consultants, or agents who are not required to report child abuse under the Penal Code gain knowledge of, or reasonably suspect that a child has been a victim of abuse or neglect.

C. Contractor agrees that its employees, subcontractors, assignees, volunteers, and any other persons who provide services under this contract and who will have supervisory or disciplinary power over a minor or any person under his or her care (Penal 11105.3) will be fingerprinted in order to determine whether they have a criminal history which would compromise the safety of children with whom Contractor's employees, subcontractors, assignees or volunteers have contact. All fingerprinting services will be at County's sole discretion and Contractor's sole expense.

Exhibit E

FINGERPRINTING CERTIFICATION FORM

Agreement with

Unity Care Group, Inc

For

Independent Living Skills Program for Foster Youth

Contractor agrees that its employees and/or its subcontractors, assignees and volunteers who, during the course of performing services under this agreement, have contact with children will be fingerprinted in order to determine whether they have a criminal history which would compromise the safety of children with whom contractors employees, assignees and subcontractors or volunteers have contact.

Andrea Chapman

Name

President & CEO

Title

Signature

1-8-13

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.

Andre Chapman
Name of 504 Person - Type or Print

Unity Care Group, Inc.
Name of Contractor(s) - Type or Print

1400 Parkmoor Avenue, Suite 115
Street Address or P.O. Box

San Jose, CA 95126
City, State, Zip Code

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

Signature

President & CEO
Title of Authorized Official

1-8-13
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:	Unity Care Group, Inc	Phone:	408.510.3480
Contact Person:	Andre Chapman, M.A., President & CEO	Fax:	408.510.3666
Address:	1400 Parkmoor Avenue, Suite 115 San Jose, CA 95126	Number of employees:	

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.

- [x] Contractor complies with the County's Equal Benefits Ordinance by:
  - [x] 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.
- [x] 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.

- [x] 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

Name

1-8-13

Date

President & CEO

Title

COUNTY OF SAN MATEO
Inter-Departmental Correspondence
Human Services Agency

Date: Click here to enter text.
Board Meeting Date: January 29, 2013
Special Notice / Hearing: None
Vote Required: Majority

To: Honorable Board of Supervisors

From: Beverly Beasley Johnson, JD, Director, Human Services Agency

Subject: Revenue Agreement from InnVision Shelter Network

RECOMMENDATION:
Adopt a Resolution authorizing a Revenue Agreement from InnVision Shelter Network to the County of San Mateo Vocational Rehabilitation Services Catering Connection to provide healthy dinner meals to families in transitional housing and weekly cooking demonstrations, commencing on January 29, 2013 and ongoing until canceled by either party. The revenue to the County in the first three years is anticipated to be $329,184.

BACKGROUND:
InnVision Shelter Network contacted Vocational Rehabilitation Services (VRS) Catering Connection in June 2008, requesting dinner meals for families in transitional housing. After meeting with Shelter Network, a core issue was identified and discussed in regards to the families in the transitional shelter lacking knowledge of nutrition and how to prepare healthy meals. VRS Catering Connection will provide weekly healthy cooking demonstrations to families in addition to the daily dinner meals. The two components (daily dinner meals and weekly healthy cooking demonstrations) will increase the basic knowledge and understanding of nutrition as well as provide healthy meals on a daily basis; therefore ensuring and increasing the basic health of San Mateo County families in need.

DISCUSSION:
The County is the Contractor for this Agreement and will be providing 60 dinner meals 360 days per year and weekly cooking demonstrations for families at InnVision Shelter Network. By providing nutritious meals and weekly healthy cooking demonstrations, VRS Catering Connection will be providing knowledge/skills for families in transition toward learning the importance of eating healthy, well-rounded meals as well as how to prepare nutritious meals for their families.

County Counsel has reviewed and approved the Agreement and Resolution as to form. Acceptance of this Agreement contributes to the Shared Vision 2025 outcome of a Prosperous Community by providing 21,600 residents with nutritious meals each year. It is also anticipated that 208-520 residents will obtain the knowledge/skills to prepare healthy meal for their families.

PERFORMANCE MEASURE(S):

Measure	FY 2012-13 Projected	FY 2013-14 Projected	FY 2014-15 Projected
Number of Shelter residents that will receive nutritious meals.	21,600	21,600	21,600
Number of Shelter residents that will obtain the knowledge/skills to prepare healthy meals for their families.	208-520	208-520	208-520

FISCAL IMPACT:

The term of this revenue Agreement commences on January 29, 2013, and is ongoing until canceled by either party. The total obligation to the County for the first three years of this Agreement is anticipated to be $329,184. The revenue is included in the FY 2012-13 Adopted Budget. Future year revenue will be included in future year Recommended Budgets. There is no Net County Cost.

RESOLUTION NO. _____

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

* * * * * *

RESOLUTION AUTHORIZING A REVENUE AGREEMENT FROM INNVISION SHELTER NETWORK TO THE COUNTY OF SAN MATEO VOCATIONAL REHABILITATION SERVICES CATERING CONNECTION TO PROVIDE HEALTHY DINNER MEALS TO FAMILIES IN TRANSITIONAL HOUSING AND WEEKLY COOKING DEMONSTRATIONS, COMMENCING ON JANUARY 29, 2013 AND ONGOING UNTIL CANCELED BY EITHER PARTY, THE REVENUE TO THE COUNTY IN THE FIRST THREE YEARS IS ANTICIPATED TO BE $329,184

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

WHEREAS, the County of San Mateo Vocational Rehabilitation Services Catering Connection (VRS) provides catering services and cooking demonstrations to support families in transition; and

WHEREAS, these two services (daily dinner meals and weekly healthy cooking demonstrations) will increase the basic knowledge and understanding of nutrition as well as provide healthy meals on a daily basis ensuring and increasing the basic health of San Mateo County families in need; and

WHEREAS, InnVision Shelter Network owns and operates transitional housing, and provides healthy meals to over 2,000 San Mateo County residents; and

WHEREAS, VRS provide healthy meals and weekly cooking demonstrations for InnVision Shelter Network commencing on January 29, 2013, in the amount of $329,184 for the first three years of this Agreement; and

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

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 This Board shall attest the President's signature thereto.

* * * * * *

REVENUE AGREEMENT BETWEEN
INNVISION SHELTER NETWORK – REVENUE SERVICES
AND
COUNTY OF SAN MATEO VOCATIONAL REHABILITATION SERVICES
CATERING CONNECTION

This AGREEMENT, entered into this _____ day of _____, 2013, by and between INNVISION SHELTER NETWORK - REVENUE SERVICES, hereinafter called "Shelter Network", and the COUNTY OF SAN MATEO VOCATIONAL REHABILITATION SERVICES CATERING CONNECTION, hereinafter called "Contractor";

W I T N E S S E T H:

WHEREAS, the Shelter Network – Revenue Services desires healthy meals for the families in transitional housing and weekly cooking demonstrations from the Contractor; and

WHEREAS, the Contractor desires to provide such services to Shelter Network; and

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1. SERVICES

The Contractor agrees to prepare and deliver 60 dinner meals each day for 360 days a year. Weekly nutritional cooking demonstrations will also be provided.

2. TERM OF AGREEMENT

This Agreement shall be effective January 29, 2013, and shall continue in effect until terminated with a thirty (30) day written notice by either party or their respective designees at any time and for any reason. The parties anticipate that services will continue in subsequent years with minor modifications based on projections of needs.

3. USE OF SUBCONTRACTORS

Contractor shall not assign this Agreement or any portion thereof to a third party without Shelter Network's prior written consent.

4. INSURANCE

Shelter Network understands that Contractor does not provide liability, malpractice or workers compensation insurance. Shelter Network is responsible for the maintenance of personal and/or professional insurance or self-insurance to provide protection for any claims arising out of services provided under this Agreement. The Shelter Network assumes all liability for services provided under this contract.

5. EQUAL EMPLOYMENT OPPORTUNITY

In connection with the performance of this Agreement, the Contractor shall not discriminate against any employee because of race, religion, color, sexual orientation, physical disability or national origin.

6. MUTUAL HOLD HARMLESS

a. It is agreed that Contractor shall defend, save harmless and indemnify Shelter Network its officers and employees from any and all claims which arise out of the terms and conditions of this Agreement and which result from the negligent acts or omissions of Contractor, its officers and/or employees.

b. It is agreed that Shelter Network shall defend, save harmless, and indemnify Contractor, its officers and employees from any and all claims for injuries or damage to persons and/or property which arise out of the terms and conditions of this Agreement and which result from the negligent acts or omissions of Contractor, its officers and/or employees.

c. In the event of concurrent negligence of Shelter Network, its officers and/or employees, and Contractor, 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.

7. DISPUTE RESOLUTION

Should any dispute arise out of this Agreement, the parties agree to mediate such dispute and attempt to reach a resolution with the assistance of a mutually acceptable mediator. The costs of the mediator, if any, shall be paid by the Shelter Network. If a mediated settlement is reached, neither party shall be the prevailing party for the purposes of this settlement. Neither party shall be permitted to file legal action without first meeting in mediation and making a good faith attempt to reach a mediated resolution.

8. COMPENSATION

The Contractor agrees to prepare and deliver 60 dinner meals each day for 360 days a year. In addition, the Contractor agrees to provide 48 cooking demonstrations per year. The following rates apply to these services: $4.33 per meal, $25.00 per day for delivery (Shelter Network will only be billed for 264 delivery days per year) and $200 per cooking demonstration. Rates are guaranteed for the first three years of the agreement. The anticipated cost for the three years is $329,184. Rates after the first three years are subject to increase to cover rising costs in food, gas and staffing. Rate increases will be communicated in the form of a written notice.

9. PAYMENT PROCEDURE

Contractor shall submit monthly invoices detailing the services performed during the billing period. Shelter Network shall pay invoices promptly within a period not to exceed thirty (30) days of receipt of the invoice.

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

INNVISION SHELTER NETWORK – REVENUE SERVICES

_____
Director - Signature

_____
Print Name

Date: _____

ATTEST:

_____
Clerk of Said Board

Date: _____

COUNTY OF SAN MATEO

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

Date: _____

COUNTY OF SAN MATEO
Inter-Departmental Correspondence
Human Services Agency

Date: January 2, 2013.
Board Meeting Date: January 29, 2013
Special Notice / Hearing: None
Vote Required: Majority

To: Honorable Board of Supervisors

From: Beverly Beasley Johnson, JD, Director, Human Services Agency

Subject: Fourth Amendment to the Kate Bristol Agreement

RECOMMENDATION:
Adopt a Resolution authorizing an Amendment to the Agreement with Kate Bristol Consulting to continue to provide Consulting Services, extending the term through June 30, 2014, increasing the amount by $70,000 to $200,000

BACKGROUND:
On March 27, 2012, the Board of Supervisors approved a Third Amendment to the Agreement, by Resolution Number 071887, with Kate Bristol Consulting to add $30,000 for a total obligation of $130,000 and modify the Scope of Work to include development of the Community Services Block Grant (CSBG) Implementation plan. Human Service Agency has been contracting with Kate Bristol Consulting for technical assistance for the Continuum of Care (CoC) grant planning and application development process, assistance with the planning and development of the 10-Year Plan to end homelessness in San Mateo County (Housing Our People Effectively - HOPE plan), development of plans for and participation in the Biannual One Day Homeless Census and Survey, and development of other funding applications such as Community Services Block Grant (CSBG). Since 2005, the San Mateo County CoC has received between $5.2 Million (2005) and $6.1 Million (2012) from the Department of Housing and Urban Development (HUD) due to technical assistance and efforts of Kate Bristol Consulting in this highly competitive and complex process.

DISCUSSION:
A reduction of work force in the Center on Homelessness by 50% (loss of two full time positions), increasing number of grants and contracts related to CSBG, Community Development Block Grant (CDBG) and ESG (Emergency Solution Grant), and significant changes in CoC regulations by HUD have established a critical need for increasing the scope of consulting services from Kate Bristol Consulting.

This $70,000 Amendment will enable the contractor to prepare the CSBG annual Action Plan, as required by the State Department of Community Services and Development (CSD); prepare community needs assessment, governance structure and funding opportunities for the Community Action Agency (CAA) Board and CoC Board; develop plans and provide technical assistance to CoC in accordance with the Homeless Emergency Assistance and Rapid Transition to Housing Act of 2009 (HEARTH); provide technical assistance and data analysis for the Biannual One Day Homeless Census and Survey; and prepare One Day Homeless Census and Survey documents and final report. The expertise of Kate Bristol Consulting is required to help develop a competitive HUD Homeless Collaborative Application which brings approximately $6.2 million dollars annually to San Mateo County homeless shelters and housing organizations. The new HEARTH legislation regulations are complex and rolling out continuously. The department anticipates major new deliverables will affect the homeless shelter and housing service system in the next two years.

County Counsel has reviewed and approved this Fourth Amendment and Resolution as to form, and the Contract Compliance Committee has approved a waiver to extend this Agreement beyond 3 years.

Approval of this Amendment contributes to the Shared Vision 2025 outcome of a Prosperous Community by providing necessary grants and data to generate revenue and allocate services to vulnerable population of San Mateo County including homeless individuals and families, senior citizens and disabled clients. It is anticipated that through the technical support provided by this contract the County will receive up to $371,846 in CSBG grant funds and $6,200,000 in CoC grant funds in FY 2013-14. Funds for FY 2012-13 have already been awarded to the County.

PERFORMANCE MEASURE(S):

Measure	FY 2012-13 Actual	FY 2013-14 Projected
CSBG Grant expectations for San Mateo County through technical support	$371,846	*$371,846
CoC Grant expectations for San Mateo County through technical support	$6,110,450	$6,200,000

*Pending State and Federal authorities' decisions.

FISCAL IMPACT:

The term of the Agreement will be extended by one year to August 15, 2010 through June 30, 2014. Approval of this Fourth Amendment increases the amount by $70,000, of which $5,000 is funded by CSBG, $7,000 by CDBG and $58,000 is Net County Cost. Due to changing guidelines for reimbursable costs through HUD, it is anticipated that approximately 75% of the consulting cost to prepare grant documents will shift from the General Fund to HUD reimbursable costs in the future. This appropriation has been included in the FY 2012-13 Adopted Budget and will be included in the FY 2013-14 Recommended Budget.

RESOLUTION NO. _____

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

* * * * * *

RESOLUTION AUTHORIZING THE EXECUTION AN AMENDMENT TO THE AGREEMENT WITH KATE BRISTOL CONSULTING TO CONTINUE TO PROVIDE CONSULTING SERVICES, EXTENDING THE TERM THROUGH JUNE 30, 2014, INCREASING THE AMOUNT BY $70,000 TO $200,000

_____

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

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, on June 28,2010, the parties entered into an Agreement for Consulting Services for the preparation of the HUD Homeless Continuum of Care (CoC) Application in the amount of $45,000; and

WHEREAS, on May 23, 2011, the parties amended the Agreement to extend the term by one year to June 30, 2013, and added funding in the amount of $40,000 for a total Agreement amount of $85,000; and

WHEREAS, on October 19, 2011, the parties amended the Agreement a second time for Consulting Services for technical support for Community Services Block Grant (CSBG) and added funding in the amount of $15,000 for a total Agreement amount of $100,000; and

WHEREAS, on March 29, 2012, the parties amended the Agreement a third time for Consulting Services for technical support for Community Services Block Grant (CSBG) and added funding in the amount of $30,000 for a total Agreement amount of $130,000; and

WHEREAS, the parties wish to further amend the Agreement to continue to provide Consulting Services for CSBG and add funding in the amount of $70,000 for a total Agreement amount of $200,000; and

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

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

* * * * * *

FOURTH AMENDMENT TO AGREEMENT
BETWEEN THE COUNTY OF SAN MATEO
AND
KATE BRISTOL CONSULTING

THIS FOURTH AMENDMENT TO THE AGREEMENT, entered into this _____ day of _____, 20_____, by and between the COUNTY OF SAN MATEO, hereinafter called "County," and KATE BRISTOL CONSULTING, 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 for Consulting Services for the preparation of the HUD Homeless CoC Application on June 28, 2010, in the amount of $45,000; and

WHEREAS, the parties amended the Agreement on May 23, 2011, to extend the term by one year to June 30, 2013, and added funding in the amount of $40,000 for a total Agreement amount of $85,000;and

WHEREAS, the parties amended the Agreement a second time, on October 19, 2011, for Consulting Services for technical support for the Community Services Block Grant (CSBG) and added funding in the amount $15,000 for a total Agreement amount of $100,000;and

WHEREAS, the parties amended the Agreement a third time, on March 29, 2012, for Consulting Services for CSBG and to add funding in the amount of $30,000 for a total Agreement amount of $130,000; and

WHEREAS, the parties wish to further amend the Agreement to continue to provide Consulting Services for the CSBG and to add funding in the amount of $70,000 for a total Agreement amount of $200,000.

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

1. Section 3 of the Agreement is amended to read as follows:

Payments In consideration of the services rendered in accordance with all terms, conditions and specifications set forth herein and in Exhibit “A1”and A3", County shall make payment to Contractor in the manner specified herein and in Exhibit "B2". 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 Two Hundred Thousand Dollars, ($200,000).

2. Exhibit A3 – Program/Project Description - Replaces Exhibit A and A2 in their entirety and is attached hereto and incorporated by reference herein.

3. Exhibit B3 – Payment - is added to the Agreement. See Attached

4. **All other terms and conditions of the Agreement dated June 28, 2012, and as amended between the 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

KATE BRISTOL CONSULTING

Kate Bristol
Contractor's Signature

Date: 12-17-2012

Exhibit A3
Program/Project Description
Kate Bristol Consulting
Consulting Services
8/15/2010 to 6/30/2014

In consideration of payments provided for in Exhibit B3, Contractor shall, under the general direction of the Director of the Human Services Agency or the Director's designee, provide services as described below:

A. Provide technical assistance for the Community Services Block Grant (CSBG) as below;

- Prepare CSBG Action Plan
- Prepare community needs assessment materials and reports for the Community Action Agency Board (CAA)
- Develop materials for Public Forums
- Provide assistance to CAA Board as required
- Grant Writing and Support
- Provide additional tasks and technical support for the FY 13-14 CSBG as necessary

B. Provide technical assistance for One Day Homeless Census and Survey, and Homeless Emergency Assistance and Rapid Transition to Housing Act of 2009 (HEARTH) as below;

- Develop plans and provide technical assistance to Continuum of Care (CoC) in accordance to the Homeless Emergency Assistance and Rapid Transition to Housing Act of 2009 (HEARTH) in order to be in compliance with the new act and legislative changes.
- Provide technical assistance and data analysis for Biannual One Day Homeless Census and Survey
- Prepare One Day Homeless Census and Survey documents and Final Report
- Other technical tasks as needed

C. Provide Following Steps for San Mateo County Continuum of Care (CoC)/Collaborative Applicants

- Prepare CoC applications
- Help to implement a system to develop performance measures
- Help to establish subcommittee to begin designing coordinated assessment system
- Provide assistance for system wide service modality standards

Contractor may also provide the following items as needed:

- Grant Writing and Support
- Strategic Planning
- Research and Evaluation

Task Allocations:

FY 12-13	FY13-14
CDBG/Housing Element-New	
Consolidated Plan-New	
CDBG/Modality Standards-New	CDBG/Modality Standards-New
CDBG/Developing Performance Measures-New	CDBG/Developing Performance Measures-New
Annual CoC/ HEARTH Application & Plan	Annual CoC/ HEARTH Application & Plan
Biannual One Day Survey and Census	Centralized Assessment-New
Governance Restructuring-New	Governance Restructuring-New
HOPE / IAC New	HOPE / IAC New
CAA Strategic Planning	

Exhibit B3
Terms and Payments
Kate Bristol Consulting
Consulting Services
FY 2012-13 through FY 2013-14

In full consideration of the services provided by the Contractor pursuant to this Agreement, the County shall pay the Contractor based on an hourly rate of $130.00 per hour. Monthly invoices will be subject to approval by the Director of Human Services Agency or her/his designee and the Manager of Center on Homelessness (Wendy Goldberg). Billing hours will be based on activities listed in the Exhibit A1 and A3 (Program/Project Description). The term of this Agreement is 1/31/2013 to 6/30/2014. The payments for this Amendment are as below:

For FY 12-13;
Contractor shall receive $30,000 for the FY 2012-13 for the following items:

- CDBG/Housing Element-New
- Consolidated Plan-New
- CDBG/Modality Standards-New
- CDBG/Developing Performance Measures-New
- Annual CoC/ HEARTH Application & Plan
- Biannual One Day Survey and Census
- Governance Restructuring-New
- HOPE / IAC –New
- CAA Strategic Planning

For FY 13-14;
Contractor shall receive $40,000 for the FY 2013-14 for the following items:

- CDBG/Modality Standards-New
- CDBG/Developing Performance Measures-New
- Annual CoC/ HEARTH Application & Plan
- Centralized Assessment-New
- Governance Restructuring-New
- HOPE / IAC-New

In no event shall the total payments to Contractor for this Agreement exceed $200,000 for the term of 08/15/2010 to 6/30/2014.

The Contractor shall submit invoices within 30 days of the end of the service month, and the County shall pay the invoices within 20 working days following receipt of invoice and detailed service log.

County may terminate this Agreement or a portion of the services referred to in Exhibit A3, based upon availability of federal, state, or County funds by providing a thirty (30) day written notice to Contractor. The County reserves the right to withhold payment if the County determines that the quantity or quality of the work performed is unacceptable.

COUNTY OF SAN MATEO
Inter-Departmental Correspondence
Planning and Building

Date: January 14, 2013
Board Meeting Date: January 29, 2013
Special Notice / Hearing: None
Vote Required: Majority

To: Honorable Board of Supervisors

From: Jim Eggemeyer, Community Development Director

Subject: Consideration of a Resolution adopting the County of San Mateo's final Regional Housing Needs Allocation (RHNA), as approved by the San Mateo County RHNA Subregional Policy Advisory Committee (PAC).

RECOMMENDATION:
Adopt a Resolution adopting the County of San Mateo's final Regional Housing Needs Allocation, as approved by the San Mateo County RHNA Subregional Policy Advisory Committee.

BACKGROUND:
Report Prepared By: William Gibson

Location: Countywide

Environmental Evaluation: Adoption of the Regional Housing Needs Allocation is not subject to the California Environmental Quality Act

DISCUSSION:
State law requires that during each State-designated Housing Element cycle, local jurisdictions must demonstrate in their Housing Elements how they will meet their share of regional housing need (their "Regional Housing Needs Allocation," or "RHNA"), as determined by the State and allocated to each jurisdiction by the regional Metropolitan Planning Organization (MPO). The RHNA represents the State-mandated amount of housing appropriate for various income levels that jurisdictions are required to plan for, and required to identify appropriate sites for in each jurisdictions' updated Housing Element. In the case of San Mateo County, the twenty-one jurisdictions in the County have joined to form a "subregion," a consortium that can administer the RHNA program at the local level. The subregion receives an aggregate Regional Housing Needs Allocation from the MPO for the entire subregion (the Association of Bay Area Governments, or ABAG), and works collectively to apportion the allocation among the

jurisdictions in the subregion. This process allows jurisdictions significantly greater control over the allocation process.

The next Housing Element cycle is the 2014-2022 period. ABAG allocated the aggregate RHNA to the subregion in March of 2012, and the jurisdictions have collaborated since that time to determine the appropriate share for each jurisdiction. Through the subregional Policy Advisory Committee (San Mateo County is represented on the PAC by Supervisor Don Horsley), the jurisdictions, using a methodology that apportioned ABAG's initial allocation based on size, population, land uses, and other factors relevant to each individual jurisdiction, agreed on and approved a final allocation on November 29, 2012. Each jurisdiction is subsequently required to formalize its individual approval, after which ABAG will approve the RHNA. After local approval, and approval by ABAG, San Mateo County will be able to proceed with an update to its Housing Element for the 2014-2022 period, as required by law. Unincorporated San Mateo County's share of the allocation by income category, as shown in the attachment to the included Resolution, is:

Very Low Income:	153 units
Low Income:	103 units
Moderate Income:	103 units
Above Moderate Income:	555 units
Total:	**914 units**

Adoption of San Mateo County's Regional Housing Needs Allocation is not a project as defined by the California Environmental Quality Act, and is not subject to environmental review.

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

Adoption of San Mateo County's Regional Housing Needs Allocation contributes to the 2025 Shared Vision outcome of a Livable Community by facilitating appropriate planning for housing to meet the needs of County residents at all income levels, in the appropriate locations.

FISCAL IMPACT:
Adoption of the Regional Housing Needs Allocation does not commit the County to any specific policies or actions, and has no fiscal impact.

RESOLUTION NO. _____

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

* * * * * *

RESOLUTION ADOPTING THE COUNTY OF SAN MATEO'S FINAL REGIONAL HOUSING NEEDS ALLOCATION, AS APPROVED BY THE SAN MATEO COUNTY RHNA SUBREGIONAL POLICY ADVISORY COMMITTEE

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

WHEREAS, the Association of Bay Areas Governments (ABAG) is required by State law to administer the Regional Housing Needs Allocation (RHNA) process in the Bay Area; and

WHEREAS, under State law, ABAG may delegate administration of the program to local jurisdictions within any county that form a subregion for the purposes of distributing housing need allocations among the members of the subregion; and

WHEREAS, all the cities in San Mateo County and the County of San Mateo adopted resolutions to form a subregion that was approved subsequently by ABAG in March 2011.

WHEREAS, the subregion has completed the process to develop the proposed Final Housing Allocation attached hereto.

NOW, THEREFORE, IT IS HEREBY RESOLVED that the Board of Supervisors of the County of San Mateo acknowledges its participation in the San Mateo County Subregional Housing Needs Allocation process and hereby accepts the proposed Final Housing Allocation for the County of San Mateo for use in its Housing Element as the planning target for housing development for the planning period running from 2014 through 2022; and hereby agrees to the submittal of the Final Housing Allocation to the Association of Bay Area Governments by the Executive Director of the City/County Association of Governments of San Mateo County, or designated agent, as administrative agent for the subregion.

* * * * * *

San Mateo County RHNA Subregion
Recommended Final Regional Housing Needs Allocation

Jurisdiction	Total	Units by Income Level			
		Very Low	Low	Moderate	Above Moderate
Atherton	93	35	26	29	3
Belmont	468	116	63	67	222
Brisbane	83	25	13	15	30
Burlingame	863	276	144	155	288
Colma	59	20	8	9	22
Daly City	1,350	400	188	221	541
East Palo Alto	467	64	54	83	266
Foster City	430	148	87	76	119
Half Moon Bay	240	52	31	36	121
Hillsborough	91	32	17	21	21
Menlo Park	655	233	129	143	150
Millbrae	663	193	101	112	257
Pacifica	413	121	68	70	154
Portola Valley	64	21	15	15	13
Redwood City	2,789	706	429	502	1,152
San Bruno	1,155	358	161	205	431
San Carlos	596	195	107	111	183
San Mateo	3,100	859	469	530	1,242
South San Francisco	1,864	565	281	313	705
Woodside	62	23	13	15	11
San Mateo Co. Uninc.	*914*	*153*	*103*	*103*	*555*
Total	**16,419**	**4,595**	**2,507**	**2,831**	**6,486**

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

Date: January 8, 2013
Board Meeting Date: January 29, 2013
Special Notice / Hearing: None
Vote Required: Majority

To: Honorable Board of Supervisors

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

Subject: Agreement with the City/County Association of Governments for the San Mateo County Energy Watch

RECOMMENDATION:
Adopt a Resolution authorizing an Agreement with the City/County Association of Governments for management and staffing of the San Mateo County Energy Watch for the term of January 1, 2013 through December 31, 2014 in the amount of $600,000.

BACKGROUND:
Under the auspices of the California Public Utilities Commission (CPUC), Pacific Gas and Electric Company (PG&E) offers a Local Government Partnership (LGP) program that uses Public Goods Funds collected from ratepayers on utility bills to fund energy efficiency projects in the PG&E service areas of the local government's jurisdiction. The City/County Association of Governments (C/CAG) has executed a LGP contract with PG&E to implement the San Mateo County Energy Watch.

On December 9, 2008, your Board adopted Resolution No. 069826, authorizing the execution of an Agreement with the C/CAG to provide staff services for the San Mateo County Energy Watch from October 9, 2008 through March 31, 2011 in the amount of $750,000. The CPUC subsequently amended the program term by establishing 2009 as bridge year and revising the program cycle to be from 2010 through 2012. The program cycles are based on the calendar year.

DISCUSSION:
The proposed agreement with C/CAG requires County staff to perform work to meet the General and Specific Conditions (Conditions) of the LGP contract between C/CAG and PG&E. This scope is consistent with the previous agreement with C/CAG for County staff services. The Conditions define the scope of program, specific energy savings goals, work to be performed, and outlines required deliverables to support the San Mateo County Energy Watch. County staff work to support the Conditions will include:

launching the 2013-14 San Mateo County Energy Watch program by completing program management plans and updated outreach materials, providing updates to program stakeholders through presentations early in the program cycle, providing customer outreach, coordinating energy efficiency projects Countywide to achieve the cumulative energy savings goals of 6.37M kilowatt hours and 949 peak kilowatts in the 2013-14 program period, and preparing reports and invoices to PG&E on behalf of C/CAG.

The energy savings goals outlined in the previously executed Agreement for the government, non-profits, and middle income residential sectors will be met. The proposed Agreement requires the County to continue to provide management and staffing to the San Mateo County Energy Watch Program for the 2013-2014 program cycle. The staffing requirements included in the proposed Agreement are similar to those included in the Agreement previously approved by your Board.

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

Approval of the Agreement with C/CAG contributes to the Shared Vision 2025 outcome of an Environmentally Conscious Community by reducing energy usage in local municipalities, non-profits, and qualifying residential customers.

FISCAL IMPACT:
C/CAG will reimburse the County for all direct and indirect costs to provide the services described in the Agreement.

There is no impact to the General Fund.

RESOLUTION NO. _____

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

* * * * * *

RESOLUTION AUTHORIZING AN AGREEMENT WITH THE CITY/COUNTY ASSOCIATION OF GOVERNMENTS FOR MANAGEMENT AND STAFFING OF THE SAN MATEO COUNTY ENERGY WATCH FOR THE TERM OF JANUARY 1, 2013 THROUGH DECEMBER 31, 2014 IN THE AMOUNT OF $600,000

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

WHEREAS, the County of San Mateo, Department of Public Works and Parks, Waste Management and Environmental Services Section (RecycleWorks) has managed and staffed the San Mateo County Energy Watch since 2009; and

WHEREAS, the 2010-2012 program cycle has provided approximately $3,500,000 of energy efficiency funding for local governments, non-profits and middle income households in San Mateo County, and will successfully meet the goals of the Local Government Partnership contract between the City/County Association of Governments (C/CAG) and PG&E; and

WHEREAS, the 2013-2014 program cycle is expected to provide approximately $3,000,000 additional funding for local governments, non-profits and middle income households, of which approximately $600,000 has been budgeted for program marketing, implementation, and administration services (management and staffing); and

WHEREAS, there has been presented to this Board for its consideration and acceptance an Agreement between C/CAG and the County of San Mateo, which Agreement

provides for the County to be paid up to $600,000 for providing management and staffing services to the San Mateo County Energy Watch from January 1, 2013 through December 31, 2014; and

WHEREAS, this action furthers commitments to responsive, effective and collaborative government through support of a program for cities and the County to reduce energy use, save money and reduce greenhouse gases that contribute to climate change.

NOW THEREFORE, IT IS HEREBY DETERMINED AND ORDERED that:

1. The President of the Board of Supervisors shall be, and is hereby, authorized and directed to execute an Agreement with the City/County Association of Governments for management and staffing of the San Mateo County Energy Watch for the term of January 1, 2013 through December 31, 2014 in an amount not to exceed $600,000, and the Clerk of the Board shall attest the President's signature thereto; and

2. The Director of the Department of Public Works and Parks or designee is authorized to execute Agreement amendments which 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 CITY/COUNTY ASSOCIATION OF GOVERNMENTS (C/CAG) AND THE COUNTY OF SAN MATEO TO PROVIDE STAFF SERVICES FOR THE SAN MATEO COUNTY ENERGY WATCH

This Agreement entered this _____Day of _____ 2013, by and between the CITY/COUNTY ASSOCIATION OF GOVERNMENTS OF SAN MATEO COUNTY, a joint powers agency formed for the purpose of preparation, adoption and monitoring of a variety of county-wide state-mandated plans, hereinafter called "C/CAG" and the COUNTY OF SAN MATEO, hereinafter called "COUNTY."

W I T N E S S E T H

WHEREAS, the C/CAG is committed to working with Pacific Gas and Electric (PG&E) and the County of San Mateo to continue the San Mateo County Energy Watch; and

WHEREAS, C/CAG, desires to obtain services from the COUNTY to serve as the primary staff support function for the San Mateo County Energy Watch; and

WHEREAS, the COUNTY is committed to providing staff services for resource conservation activities including the San Mateo County Energy Watch; and

WHEREAS, C/CAG has executed a Local Government Partnership contract with PG&E to implement the San Mateo County Energy Watch;

NOW, THEREFORE, IT IS HEREBY AGREED by the parties as follows:

1. **Services to be provided by COUNTY**. The COUNTY shall provide services as described in Exhibit A, attached hereto and incorporated by reference herein.

2. **Payments**. In consideration of the services rendered in accordance with all terms, conditions and specifications set forth herein and in Exhibit A, C/CAG shall reimburse COUNTY for eligible costs as set forth in Exhibit A. Payments shall be made within 60 days after receipt and approval of monthly invoices from the COUNTY. Alternatively cost reimbursement for some COUNTY costs may come directly from PG&E. The total cost reimbursement under this agreement, thru February 28, 2015 for work completed through December 31, 2014 will not exceed $600,000.

3. **Relationship of the Parties**. It is understood that this is an Agreement by and between Independent Contractor(s) and is not intended to, and shall not be construed to, create the relationship of agent, servant, employee, partnership, joint venture or association, or any other relationship whatsoever other than that of Independent Contractor.

4. **Non-Assignability**. COUNTY shall not assign this Agreement or any portion thereof to a third party without the prior written consent of C/CAG, and any attempted assignment without such prior written consent in violation of this Section automatically shall terminate this Agreement.

5. **Contract Term**. This Agreement shall be in effect as of January 1, 2013 and shall terminate on December 31, 2014; provided, however, C/CAG may terminate this Agreement at any time for any reason by providing 30 days' notice to COUNTY, termination to be effective on the date specified in the notice. In the event of termination under this paragraph, COUNTY shall be paid for all services provided to the date of termination.

6. **Hold Harmless/ Indemnity**. COUNTY shall defend, indemnify and save harmless C/CAG and its member agencies and their employees, agents and officers from all claims, suits, damages or actions arising from COUNTY's performance under this Agreement.

   C/CAG shall defend, indemnify and save harmless COUNTY, and their employees, agents and officers from all claims, suits, damages or actions arising from C/CAG's performance under this Agreement.

   The duty of the parties 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.

7. **Workers' Compensation Coverage**. Statutory Workers' Compensation Insurance and Employer's Liability Insurance will be provided by the COUNTY with limits of not less than one million dollars ($1,000,000) for any and all persons employed directly or indirectly by COUNTY. In the alternative, COUNTY may rely on a self-insurance program to meet these requirements so long as the program of self-insurance complies fully with the provisions of the California Labor Code. In such case, excess Workers' Compensation Insurance with limits of not less than five million dollars ($5,000,000) shall be maintained. The insurer, if insurance is provided, and the COUNTY, if a program of self-insurance is provided, shall waive all rights of subrogation against C/CAG for loss arising from worker injuries sustained under this Agreement.

8. **Liability Insurance**. COUNTY shall take out and maintain during the life of this Agreement such Bodily Injury Liability and Property Damage Liability Insurance as shall protect COUNTY, its employees, officers and agents 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 operations under this Agreement, whether such operations be by COUNTY or by any sub-contractor or by anyone directly or indirectly employed by either of them. In the alternative, COUNTY may rely on a self-insurance program to meet these requirements so long as the program of self-insurance complies fully with the provisions of the California Labor Code.

   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, C/CAG, 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.

9. **Non-discrimination**. COUNTY and its subcontractors performing the services on behalf of the COUNTY shall not discriminate or permit discrimination against any person or group of persons on the basis of race, color, religion, national origin or ancestry, age, sex, sexual orientation, marital status, pregnancy, childbirth or related conditions, medical condition, mental or physical disability or veteran's status, or in any manner prohibited by federal, state or local laws.

10. **Accessibility of Services to Disabled Persons**. COUNTY, not C/CAG, shall be responsible for compliance with all applicable requirements regarding services to disabled persons, including any requirements of Section 504 of the Rehabilitation Act of 1973.

11. **Substitutions**. If particular people are identified in Exhibit A as working on this Agreement, COUNTY will not assign others to work in their place without written permission from C/CAG. Any substitution shall be with a person of commensurate experience and knowledge.

12. **Joint Property**. As between C/CAG and COUNTY any system or documents developed, produced or provided under this Agreement shall become the joint property of C/CAG and the COUNTY.

13. **Access to Records**. COUNTY shall retain, for a period of no less than five years, all books, documents, papers, and records which are directly pertinent to this Agreement for the purpose of making audit, examination, excerpts, and transcriptions, and shall provide CCAG, its member agencies, and or their auditors with access to said books and records.

    COUNTY shall maintain all required records for five years after C/CAG makes final payments.

14. **Merger Clause**. This Agreement constitutes the sole agreement of the parties hereto with regard to the matters covered in this Agreement. Any prior agreement, promises, negotiations or representations between the parties not expressly stated in this document are not binding.

15. **Amendments**. Any changes in the services to be performed under this Agreement shall be incorporated in written amendments, which shall specify the changes in work performed and any adjustments in compensation and schedule. All amendments shall be executed by the C/CAG Executive Director or a designated representative, and the County of San Mateo's Director of the Department of Public Works and Parks or his designated representative. No claim for additional compensation or extension of time shall be recognized unless contained in a duly executed amendment.

16. **Governing Law**. This Agreement shall be governed by the laws of the State of California and any suit or action initiated by either party shall be brought in the County of San Mateo, California.

IN WITNESS WHEREOF, the parties hereto have affixed their hands on the day and year indicated.

COUNTY OF SAN MATEO

By_____
President, Board of Supervisors, San Mateo County

Date_____

APPROVED AS TO FORM:

By:_____
County Counsel

ATTEST:

By:_____
Clerk of Said Board

City/County Association of Governments (C/CAG)

By_____

Bob Grassilli
C/CAG - Chair

12/13/12
Date

C/CAG Legal Counsel

By_____

John Nibbellin
C/CAG - Counsel

12/18/2012
Date

Exhibit A

SAN MATEO COUNTY ENERGY WATCH
LOCAL GOVERNMENT PARTNERSHIP
SCOPE OF WORK

1.0 Introduction - The City/ County Association of Governments (C/CAG) is committed to working with Pacific Gas and Electric (PG&E) and the County of San Mateo to continue the San Mateo County Energy Watch. The County of San Mateo will serve as the primary management and staff support function for C/CAG.

2.0 C/CAG-C/CAG - PG&E Contract - C/CAG has executed amendments to General Conditions and Specific Conditions with Scope of Work with PG&E for the San Mateo County Energy Watch 2013 through 2014 program cycle. The final conditions to this Scope of Work are found in Attachment A, which specifies the work that needs to be done and in many cases how it is to be done. The requirements of this contract constitute the Scope of Work for the County of San Mateo. A copy of Attachment A is available for review at the County Manager's Office, located at 400 County Center, Redwood City, and the reception area of the Department of Public Works and Parks, located at 555 County Center, 5th Floor, Redwood City. An electronic version can be accessed at the following link: http://www.co.sanmateo.ca.us/publicworks/Divisions/Transportation%20Planning/C%20CAG/CCAG%20Attachment%20A%20Complete.pdf .

3.0 Partnership - This effort is a partnership between the C/CAG and the County of San Mateo as the Local Government Partner and PG&E. It is recognized that a good faith effort has been made to address the terms, conditions and scope of work. Since this is a partnership it is likely there will be further changes on the terms, conditions and scope of work. C/CAG and the County of San Mateo as the LGP and PG&E agree to work in good faith to address these issues as they develop.

4.0 Management Oversight – County of San Mateo shall provide adequate reporting, information, and attend meetings with C/CAG staff as necessary to make certain that the San Mateo County Energy Watch is properly and effectively implemented.

5.0 Power of C/CAG Representation - The County of San Mateo Program Manager is granted the authority to represent C/CAG and the Local Government Partnership relative to the implementation of the San Mateo Energy Watch. However, changes to the Scope of Work must be approved and executed by C/CAG.

6.0 Payments - The referenced PG&E contract identifies the tasks and associated cost reimbursement. C/CAG will submit the cost reimbursement request to PG&E for consideration. C/CAG will reimburse the County for the full amount that is approved by PG&E, including all direct and indirect costs incurred by County of San Mateo during the performance of its contract duties to support the San Mateo County Energy Watch.

7.0 The parties understand and agree that the County personnel assigned to perform services under this agreement shall be, initially, Kim Springer and Susan Wright. Staff may be reassigned by the County of San Mateo, subject to the provisions of Section 11 of this agreement.

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

Date: January 7, 2013
Board Meeting Date: January 29, 2013
Special Notice / Hearing: None
Vote Required: 4/5ths

To: Honorable Board of Supervisors

From: Sheriff Greg Munks, Office of Emergency Services Area Coordinator

Subject: FY 2012 Bay Area Urban Area Security Initiative (UASI) Regional Funds

RECOMMENDATION:

A. Adopt a Resolution authorizing an agreement with the City and County of San Francisco for distribution of the FY 2012 Urban Area Security Initiative funds to the County of San Mateo for a term of December 1, 2012 through January 31, 2014, in an amount not to exceed $1,810,020; and

B. Approve an Appropriation Transfer Request in the amount of $1,810,020 from Unanticipated Revenue to Salaries and Benefits, Contracts, and Fixed Assets (4/5ths vote required).

BACKGROUND:

The Urban Area Security Initiative (UASI) is a Federal Department of Homeland Security grant that provides resources for the unique equipment, training, planning, and exercise needs of 31 selected national high threat urban areas. The Bay Area UASI is one of the 31 national urban areas and one of four identified in California.

The Bay Area UASI services a population of seven million and is comprised of three core incorporated cities. The geographical area covered by this region equates to approximately 8,800 square miles.

The City and County of San Francisco has been designated to serve as the Fiscal Agent for the Approval Authority for UASI funds granted by the Department of Homeland Security (DHS) through the California Emergency Management Agency (CalEMA).

As with the FY 2011 Urban Area Security Initiative (UASI) concept, the FY 2012 UASI is intended to build enhanced regional capabilities across a larger geographical area.

Funding is based on evaluated risk and need. This is accomplished through the submission of regional investment justifications that address specific needs to meet the target capabilities outlined in the National Preparedness Strategy.

DISCUSSION:

The agreement with the City and County of San Francisco is to disburse a portion of the FY 2012 regional UASI grant funds to San Mateo County, which will be used towards: 1) continuation of support and maintenance for the Telephone Emergency Notification System (TENS); 2) purchase of interoperable communications equipment for the 700 MHz P25 radio system; 3) continuation of maintenance for CopLink connections for regional information sharing; 4) purchase of an illumination and Air Response Vehicle for Countywide fire; and 5) continual funding for the West Bay Planning position, previously funded with FY 2011 UASI grants funds.

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

Approval of this agreement contributes to the Shared Vision 2025 outcome of a Collaborative Community by the cooperation of agencies within the County giving both regional and local responders the ability to share information in real time and across borders to ensure that the public's safety as well as that of first responders is met in a responsible and timely manner.

PERFORMANCE MEASURE(S):

Measure	FY 2011-12 Actual	FY 2012-13 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 agreement with the City and County of San Francisco is for an amount not to exceed $1,810,020 for the term commencing December 1, 2012 through January 31, 2014. Funding has been included in the Sheriff’s Office FY 2012-13 Adopted Budget and the Sheriff's Office FY 2013-2014 Recommended Budget. There is no Net County Cost incurred with this agreement.

RESOLUTION NO. _____

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

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RESOLUTION AUTHORIZING AN AGREEMENT WITH THE CITY AND COUNTY OF SAN FRANCISCO FOR DISTRIBUTION OF THE FY2012 URBAN AREA SECURITY INITIATIVE (UASI) FUNDS TO THE COUNTY OF SAN MATEO FOR THE TERM OF DECEMBER 1, 2012 THROUGH JANUARY 31, 2014, IN AN AMOUNT NOT TO EXCEED $1,810,020

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

WHEREAS, the Urban Area Security Initiative (UASI) is a Federal Department of Homeland Security grant that provides resources for the unique equipment, training, planning, and exercise needs of 31 selected national high threat urban areas; and

WHEREAS, the City and County of San Francisco has been designated as the grantee for UASI funds granted by the Department of Homeland Security (DHS) through the California Emergency Management Agency (CalEMA) and to serve as the Fiscal Agent for the Approval Authority; and

WHEREAS, as part of the FY 2012 UASI grant requirements, the County of San Mateo must enter into an Agreement with the City and County of San Francisco to receive funding in an amount not to exceed $1,810,020 and a term commencing December 1, 2012 through January 31, 2014; and

WHEREAS, this Board has been presented with a form of such Agreement, and has examined and approved same as to both form and content, and desires to enter

into same;

NOW THEREFORE, IT IS HEREBY DETERMINED AND ORDERED that the President of the Board is hereby authorized and directed to execute said Agreement with the City and County of San Francisco for the distribution of FY 2012 Urban Area Security Initiative (UASI) funds to San Mateo County in an amount not to exceed $1,810,020 and a term commencing December 1, 2012 through January 31, 2014;

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 that $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.

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AGREEMENT BETWEEN THE CITY AND COUNTY OF SAN FRANCISCO AND THE COUNTY OF SAN MATEO FOR THE DISTRIBUTION OF FY 2012 UASI GRANT FUNDS

THIS AGREEMENT is made this **DECEMBER 1, 2012** in the City and County of San Francisco, State of California, by and between the **COUNTY OF SAN MATEO** ("SAN MATEO") and the CITY AND COUNTY OF SAN FRANCISCO, a municipal corporation ("San Francisco" or "City"), in its capacity as fiscal agent for the Approval Authority, as defined below, acting by and through the San Francisco Department of Emergency Management ("DEM").

RECITALS

WHEREAS, The United States Department of Homeland Security ("DHS") consolidated the separate San Jose, Oakland, and San Francisco Urban Areas into a combined Bay Area Urban Area ("UASI Region") for the purpose of application for and allocation and distribution of federal Urban Areas Security Initiative ("UASI") program grant funds; and

WHEREAS, The Bay Area Urban Area Approval Authority ("Approval Authority") was established as the Urban Area Working Group ("UAWG") for the UASI Region, to provide overall governance of the homeland security grant program across the UASI Region, to coordinate development and implementation of all UASI program initiatives, and to ensure compliance with all UASI program requirements; and

WHEREAS, The UASI General Manager is responsible for implementing and managing the policy and program decisions of the Approval Authority, directing the work of the UASI Management Team personnel, and performing other duties as determined and directed by the Approval Authority, and

WHEREAS, San Francisco has been designated as the grantee for UASI funds granted by the DHS through the California Emergency Management Agency ("CalEMA") to the UASI Region, with responsibility to establish procedures and execute subgrant agreements for the distribution of UASI program grant funds to jurisdictions selected by the Approval Authority to receive grant funding; and

WHEREAS, San Francisco has been designated to serve as the fiscal agent for the Approval Authority, and to establish procedures and provide all financial services for distribution of UASI program grant funds within the UASI Region; and

WHEREAS, Pursuant to grant allocation decisions by the Approval Authority, the UASI Management Team has asked San Francisco to distribute a portion of the regional UASI grant funds to SAN MATEO on the terms and conditions set forth herein;

NOW, THEREFORE, in consideration of the premises and the mutual covenants contained in this Agreement and for other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the parties hereto agree as follows:

ARTICLE 1
DEFINITIONS

1.1 **Specific Terms**. Unless the context requires otherwise, the following capitalized terms (whether singular or plural) shall have the meanings set forth below:

(a) "**ADA**" shall mean the Americans with Disabilities Act (including all rules and regulations there under) and all other applicable federal, state and local disability rights legislation, as the same may be amended, modified or supplemented from time to time.

(b) "**Authorized Expenditures**" shall mean expenditures for those purposes identified and budgeted in Appendix A, attached hereto and incorporated by reference as though fully set forth herein.

(c) "**Event of Default**" shall have the meaning set forth in Section 7.1.

(d) "**Fiscal Quarter**" shall mean each period of three calendar months commencing on July 1, October 1, January 1, and April 1, respectively.

(e) "**Grant Funds**" shall mean any and all funds allocated or disbursed to SAN MATEO under this Agreement.

(f) "**Grant Plan**" shall mean the plans, performances, events, exhibitions, acquisitions or other activities or matter, and the budget and requirements, described in Appendix A. If SAN MATEO requests any modification to the Grant Plan, SAN MATEO shall submit a written request to the UASI General Manager with the following information: Scope of change requested, reason for change, proposed plan for change, summary of approved and requested modifications to the Grant Plan, and any necessary approvals in support of change (e.g., EHP).

(g) "**Indemnified Parties**" shall mean: (i) San Francisco, including all commissions, departments including DEM, agencies, and other subdivisions of San Francisco; (ii) San Francisco's elected officials, directors, officers, employees, agents, successors, and assigns; and (iii) all persons or entities acting on behalf of the foregoing.

(h) "**Losses**" shall mean any and all liabilities, obligations, losses, damages, penalties, claims, actions, suits, judgments, fees, expenses and costs of whatsoever kind and nature (including legal fees and expenses and costs of investigation, of prosecuting or defending any Loss described above) whether or not such Loss be founded or unfounded, of whatsoever kind and nature.

(i) "**Reimbursement Request**" shall have the meaning set forth in Section 3.10(a).

1.2 **Additional Terms**. The terms "as directed," "as required" or "as permitted" and similar terms shall refer to the direction, requirement, or permission of City. The terms "sufficient," "necessary" or "proper" and similar terms shall mean sufficient, necessary or proper in the sole judgment of City. The terms "approval," "acceptable" or "satisfactory" or similar terms shall mean approved by, or acceptable or satisfactory to, City. The terms "include," "included" or "including" and similar terms shall be deemed to be followed by the words "without limitation." The use of the term "subcontractor," "subgrantee," "successor" or "assign" herein refers only to a subcontractor, subgrantee, successor or assign expressly permitted under Article 8.

1.3 **References to this Agreement**. References to this Agreement include: (a) any and all appendices, exhibits, schedules, and attachments hereto; (b) any and all statutes, ordinances, regulations or other documents expressly incorporated by reference herein; and (c) any and all amendments, modifications or supplements hereto made in accordance with Section 10.2. References to articles, sections, subsections or appendices refer to articles, sections or subsections of or appendices to this Agreement, unless otherwise expressly stated. Terms such as "hereunder," "herein" or "hereto" refer to this Agreement as a whole.

1.4 **Reference to laws.** Any reference in this Agreement to a federal or state statute, regulation, executive order, requirement, policy, guide, guideline, information bulletin, or instruction shall mean that statute, regulation, executive order, requirement, policy, guide, guideline, information bulletin, or instruction as is currently in effect and as may be amended, modified or supplemented from time to time.

ARTICLE 2
ALLOCATION AND CERTIFICATION OF GRANT FUNDS; LIMITATIONS ON SAN FRANCISCO'S OBLIGATIONS

2.1 **Risk of Non-Allocation of Grant Funds**. This Agreement is subject to all federal and state grant requirements and guidelines, including DHS and CalEMA requirements, guidelines, information bulletins, and instructions, the decision-making of the CalEMA and the Approval Authority, the terms and conditions of the grant award; the approved application, and to the extent applicable the budget and fiscal provisions of the San Francisco Charter. The Approval Authority shall have no obligation to allocate or direct disbursement of funds for this Agreement in lieu of allocations for new or other agreements. SAN MATEO acknowledges and agrees that grant decisions are subject to the discretion of the CalEMA and Approval Authority. Further, SAN MATEO acknowledges and agrees that the City shall have no obligation to disburse grant funds to SAN MATEO until City and SAN MATEO have fully and finally executed this Agreement. SAN MATEO acknowledges and agrees that if it takes any action, informal or formal, to appropriate, encumber or expend Grant Funds before final allocation decisions by CalEMA and the Approval Authority, and before this Agreement is fully and finally executed, it assumes all risk of possible non-allocation or non-reimbursement of funds, and such acknowledgement and agreement is part of the consideration of this Agreement.

2.2 **Certification of Controller; Guaranteed Maximum Costs**. No funds shall be available under this Agreement until prior written authorization certified by the San Francisco Controller. In addition, as set forth in Section 21.19 of the San Francisco Administrative Code:

(a) San Francisco's obligations hereunder shall not at any time exceed the amount approved in the grant award and/or by the Approval Authority, and certified by the Controller for the purpose and period stated in such certification.

(b) Except as may be provided by San Francisco ordinances governing emergency conditions, San Francisco and its employees and officers, and the UASI Management Team and its personnel, are not authorized to request SAN MATEO to perform services or to provide materials, equipment and supplies that would result in SAN MATEO performing services or providing materials, equipment and supplies that are beyond the scope of the services, materials, equipment and supplies specified in this Agreement, unless this Agreement is amended in writing and approved as required by law to authorize the additional services, materials, equipment or supplies. San Francisco is not required to pay SAN MATEO for services, materials, equipment or supplies that are provided by SAN MATEO that are beyond the scope of the services, materials, equipment and supplies agreed upon herein and which

were not approved by a written amendment to this Agreement having been lawfully executed by San Francisco.

(c) San Francisco and its employees and officers, and the UASI Management Team and its personnel, are not authorized to offer or promise to SAN MATEO additional funding for this Agreement that would exceed the maximum amount of funding provided for herein. Additional funding for this Agreement in excess of the maximum provided herein shall require lawful approval and certification by the Controller. San Francisco is not required to honor any offered or promised additional funding that exceeds the maximum provided in this Agreement that requires lawful approval and certification of the Controller when the lawful approval and certification by the Controller has not been obtained.

(d) The Controller is not authorized to make payments on any agreement for which funds have not been certified as available in the budget or by supplemental appropriation.

2.3 **SUPERSEDURE OF CONFLICTING PROVISIONS.** IN THE EVENT OF ANY CONFLICT BETWEEN ANY OF THE PROVISIONS OF THIS ARTICLE 2 AND ANY OTHER PROVISION OF THIS AGREEMENT, THE APPLICATION DOCUMENTS OR ANY OTHER DOCUMENT OR COMMUNICATION RELATING TO THIS AGREEMENT, THE TERMS OF THIS ARTICLE 2 SHALL GOVERN.

ARTICLE 3
PERFORMANCE OF THE AGREEMENT

3.1 **Duration of Term**. The term of this Agreement shall commence on **DECEMBER 1, 2012** and shall end at 11:59 p.m. San Francisco time on **JANUARY 31, 2014**.

3.2 **Maximum Amount of Funds**. In no event shall the amount of Grant Funds disbursed hereunder exceed **ONE MILLION, EIGHT HUNDRED TEN THOUSAND, TWENTY DOLLARS ($1,810,020).** The City will not automatically transfer Grant Funds to SAN MATEO upon execution of this Agreement. SAN MATEO must submit a Reimbursement Request under Section 3.10 of this Agreement, approved by the UASI Management Team and City, before the City will disburse Grant Funds to SAN MATEO.

3.3 **Use of Funds**.

(a) General Requirements. SAN MATEO shall use the Grant Funds received under this Agreement for the purposes and in the amounts set forth in the Grant Plan. SAN MATEO shall not use or expend Grant Funds for any other purpose, including but not limited to, for matching funds for other federal grants/cooperative agreements, lobbying or intervention in federal regulatory or adjudicatory proceedings, or to sue the federal government or any other government entity. SAN MATEO shall not permit any federal employee to receive Grant Funds.

(b) Modification of Grant Plan. Under Sections 1.1(f) and 10.2 of this Agreement, SAN MATEO may submit a written request to modify the Grant Plan. SAN MATEO shall not appropriate, encumber or expend any additional or reallocated Grant Funds pursuant to such a request for modification until (1) the General Manager or designee has provided written approval for the request and (2) the parties have finally executed a modification of this Agreement under Section 10.2, to reflect the modified Grant Plan. In addition, if the modification request requires approval from the Approval Authority and/or CalEMA, as determined by the General Manager, SAN MATEO shall not appropriate, encumber or expend any additional or

reallocated Grant Funds pursuant to the modification request without approval from the Approval Authority and/or CalEMA.

(c) No Supplanting. SAN MATEO shall use Grant Funds to supplement existing funds, and not replace (supplant) funds that have been appropriated for the same purpose.

(d) Obligations. SAN MATEO must expend Grant Funds in a timely manner consistent with the grant milestones, guidance and assurances; and make satisfactory progress toward the goals, objectives, milestones and deliverables in this Agreement.

3.4 **Grant Assurances; Other Requirements; Cooperation with Monitoring**.

(a) SAN MATEO shall comply with all Grant Assurances included in Appendix B, attached hereto and incorporated by reference as though fully set forth herein. SAN MATEO shall require all subgrantees, contractors and other entities receiving Grant Funds through or from SAN MATEO to execute a copy of the Grant Assurances, and shall ensure that they comply with those Grant Assurances.

(b) In addition to complying with all Grant Assurances, SAN MATEO shall comply with all applicable statutes, regulations, executive orders, requirements, policies, guides, guidelines, information bulletins, CalEMA grant management memos, and instructions; the terms and conditions of the grant award; the approved application, and any conditions imposed by CalEMA or the Approval Authority. SAN MATEO shall require and ensure that all subgrantees, contractors and other entities receiving Grant Funds through or from SAN MATEO comply with all applicable statutes, regulations, executive orders, requirements, policies, guides, guidelines, information bulletins, CalEMA grant management memos, and instructions; the terms and conditions of the grant award; the approved application, and any conditions imposed by CalEMA or the Approval Authority.

(c) SAN MATEO shall promptly comply with all standards, specifications and formats of San Francisco and the UASI Management Team, as they may from time to time exist, related to evaluation, planning and monitoring of the Grant Plan and compliance with this Agreement. SAN MATEO shall cooperate in good faith with San Francisco and the UASI Management Team in any evaluation, inspection, planning or monitoring activities conducted or authorized by DHS, CalEMA, San Francisco or the UASI Management Team. For ensuring compliance with non-supplanting requirements, upon request by City or the UASI Management Team, SAN MATEO shall supply documentation certifying that a reduction of non-federal resources occurred for reasons other than the receipt or expected receipt of Grant Funds.

3.5 **Administrative, Programmatic and Financial Management Requirements.** SAN MATEO shall establish and maintain administrative, programmatic and financial management systems and records in accordance with federal and State of California requirements. This provision requires, at a minimum, that SAN MATEO comply with the following non-exclusive list of regulations commonly applicable to DHS grants, as applicable to this Agreement and the Grant Plan:

(a) Administrative Requirements:

1. 44 CFR Part 13, *Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments*; and
2. 2 CFR Part 215, *Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations* (formerly OMB Circular A-110).

(b) Cost Principles:

1. 2 CFR Part 225, *Cost Principles for State, Local, and Indian Tribal Governments* (formerly OMB Circular A-87);
2. 2 CFR Part 220, *Cost Principles for Educational Institutions* (formerly OMB Circular A-21);
3. 2 CFR Part 230, *Cost Principles for Non-Profit Organizations* (formerly OMB Circular A-122); and
4. Federal Acquisition Regulations (FAR), Part 31.2 *Contract Principles and Procedures, Contracts with Commercial Organizations*.

(c) Audit Requirements:

1. OMB Circular A-133, Audits of States, *Local Governments, and Non-Profit Organizations*.

3.6 **Technology Requirements.**

(a) National Information Exchange Model ("NIEM"). SAN MATEO shall use the latest NIEM specifications and guidelines regarding the use of Extensible Markup Language ("XML") for all awards of Grant Funds.

(b) Geospatial Guidance. SAN MATEO is encouraged to use Geospatial technologies, which can capture, store, analyze, transmit and/or display location-based information (i.e., information linked to a latitude and longitude), and to align any geospacial activities with the guidance available on the Federal Emergency Management Agency ("FEMA") website.

(c) Criminal Intelligence Systems Operating Policies. Any information technology system funded or supported by Grant Funds shall comply with 28 CFR Part 23, *Criminal Intelligence Systems Operating Policies*, if applicable.

(d) SAN MATEO is encouraged to use the DHS guidance in *Best Practices for Government Use of CCTV: Implementing the Fair Information Practice Principles*, if Grant Funds are used to purchase or install closed circuit television (CCTV) systems or to support operational CCTV systems.

3.7 **Procurement Requirements.**

(a) General Requirements. SAN MATEO shall follow its own procurement requirements as long as those requirements comply with all applicable federal and State of California statutes, regulations, requirements, policies, guides, guidelines and instructions.

(b) Specific Purchases. If SAN MATEO is using Grant Funds to purchase interoperable communication equipment, SAN MATEO shall consult DHS's SAFECOM's coordinated grant guidance, which outlines standards and equipment information to enhance interoperable communication. If SAN MATEO is using Grant Funds to acquire critical emergency supplies, prior to expending any Grant Funds, SAN MATEO shall submit to the UASI Management Team for approval by CalEMA a viable inventory management plan, an effective distribution strategy, sustainment costs for such an effort, and logistics expertise to avoid situations where funds are wasted because supplies are rendered ineffective due to lack of planning.

(c) Bond requirement. SAN MATEO shall obtain a performance bond for any equipment items over $250,000 or any vehicle, aircraft or watercraft financed with Grant Funds.

3.8 **Subgrantee and Contractor Requirements.**

(a) SAN MATEO shall ensure and independently verify that any subgrantee, contractor or other entity receiving Grant Funds through or from SAN MATEO is not debarred, suspended, or otherwise excluded from or ineligible for participation in federal assistance programs, under Executive Orders 12549 and 12689, as implemented at 44 CFR Part 17. SAN MATEO shall obtain documentation of eligibility before disbursing Grant Funds to any subgrantee, contractor or other entity. SAN MATEO shall maintain documentary proof of this verification in its files. SAN MATEO shall establish procedures for the effective use of the "Excluded Parties List System," to assure that it does not provide Grant Funds to excluded parties. SAN MATEO shall also establish procedures to provide for effective use and/or dissemination of the list to assure that its grantees and subgrantees, including contractors, at any tier do not make awards in violation of the non-procurement debarment and suspension common rule.

(b) SAN MATEO shall ensure that any subgrantee, contractor or other entity receiving Grant Funds through or from SAN MATEO complies with the requirements of 44 CFR Part 18, *New Restrictions on Lobbying*; and

(c) SAN MATEO shall ensure that any subgrantee, contractor or other entity receiving Grant Funds through or from SAN MATEO complies with the requirements of 44 CFR Part 17, *Government-wide Requirements for a Drug-Free Workplace (Grants).*

3.9 **Monitoring Grant Performance.**

(a) City and the UASI Management Team are both authorized to perform periodic monitoring reviews of SAN MATEO's performance under this Agreement, to ensure that the Grant Plan goals, objectives, performance requirements, timelines, milestone completion, budgets and other criteria are being met. Programmatic monitoring may include the Regional Federal Preparedness Coordinators, or other federal or state personnel, when appropriate. Monitoring may involve a combination of desk-based reviews and on-site monitoring visits, inspection of records, and verifications of grant activities. These reviews will involve a review and analysis of the financial, programmatic, performance and administrative issues relative to each program and will identify areas where technical assistance and other support may be needed. The reviews may include, but are not limited to:

1. Evaluating eligibility of expenditures;
2. Comparing actual grant activities to those approved by the Approval Authority and specified in the Grant Plan;
3. Ensuring that any advances have been deposited in an interest bearing account and disbursed in accordance with applicable guidelines; and
4. Confirming compliance with: Grant Assurances; information provided on performance reports and payment requests; and needs and threat assessments and strategies.

(b) SAN MATEO is responsible for monitoring and auditing the grant activities of any subgrantee, contractor or other entity receiving Grant Funds through or from SAN MATEO. This requirement includes but is not limited to mandatory on-site verification visits.

(c) If after any monitoring review, the DHS or CalEMA makes findings that require a Corrective Action Plan by SAN MATEO, the City shall place a hold on all Reimbursement Requests from SAN MATEO until the findings are resolved.

3.10 **Disbursement Procedures**. San Francisco shall disburse Grant Funds to SAN MATEO as follows:

(a) SAN MATEO shall submit to the UASI Management Team, in the manner specified for notices pursuant to Article 9, a document ("Reimbursement Request") substantially in the form attached as Appendix C, attached hereto and incorporated by reference as though fully set forth herein. The UASI Management Team shall serve as the primary contact for SAN MATEO regarding any Reimbursement Request.

(b) The UASI Management Team will review all Reimbursement Requests for compliance with this Agreement and all applicable guidelines and requirements. The UASI Management Team will return to SAN MATEO any Reimbursement Request that is submitted and not approved by the UASI Management Team, with a brief statement of the reason for the rejection of the Reimbursement Request.

(c) The UASI Management Team will submit any Reimbursement Request that is approved by the UASI Management Team to DEM. City through DEM shall review the Reimbursement Request for compliance with this Agreement and all applicable guidelines and requirements. City shall return to the UASI Management Team any Reimbursement Request that is not approved by City, with a brief explanation of the reason for the rejection of the Reimbursement Request.

(d) If a rejection relates only to a portion of the expenditures itemized in any Reimbursement Request, City shall have no obligation to disburse any Grant Funds for any other expenditures itemized in such Reimbursement Request unless and until SAN MATEO submits a Reimbursement Request that is in all respects acceptable to the UASI Management Team and to City.

(e) For Reimbursement Requests approved by both the UASI Management Team and City, City shall disburse Grant Funds by check payable to SAN MATEO, sent via U.S. mail in accordance with Article 9, unless City otherwise agrees in writing, in its sole discretion. City shall make disbursements of Grant Funds no more than once during each month.

(f) If SAN MATEO is not in compliance with any provision of this Agreement, City may withhold disbursement of Grant Funds until SAN MATEO has taken corrective action and currently complies with all terms and conditions of the Agreement.

3.11 **Disallowance**. SAN MATEO agrees that if it claims or receives reimbursement from City for an expenditure that is later disallowed by the State of California or the federal government, SAN MATEO shall promptly refund the disallowed amount to City upon City's written request. At its option, City may offset all or any portion of the disallowed amount against any other payment due to SAN MATEO hereunder or under any other Agreement with SAN MATEO. Any such offset with respect to a portion of the disallowed amount shall not release SAN MATEO from SAN MATEO's obligation hereunder to refund the remainder of the disallowed amount.

3.12 **Sustainability**. Grant Funded programs that contain continuing personnel and operating expenses, over and above planning and implementation costs, must be sustained once the

Grant Funding ends. If Equipment is purchased with grant funds the equipment must be sustained through the useful life of equipment. By executing this Agreement, SAN MATEO acknowledges its responsibility and agrees to sustain continuing programs beyond the Grant Funding period. SAN MATEO acknowledges and agrees that this sustainability requirement is a material term of the Agreement.

3.13 **EHP Requirements.**

(a) Grant Funded projects must comply with the federal Environmental and Historic Preservation ("EHP") program. SAN MATEO shall not initiate any project with the potential to impact environmental or historic properties or resources until CalEMA and FEMA have completed EHP reviews and approved the project. Examples of projects that may impact EHP resources include: communications towers, physical security enhancements, new construction, and modifications to buildings, structures and objects that are 50 years old or greater. SAN MATEO shall notify the UASI Management Team of any project that may require an EHP review. SAN MATEO agrees to provide detailed project information to FEMA, CalEMA and/or the UASI Management Team, to cooperate fully in the review, and to prepare any documents requested for the review. SAN MATEO shall comply with all conditions placed on the project as the result of the EHP review, and implement any treatment or mitigation measures deemed necessary to address potential adverse impacts. With prior approval of the UASI Management Team, SAN MATEO may use Grant Funds toward the costs of preparing documents and/or implementing treatment or mitigation measures. Any change to the approved project scope of work will require re-evaluation for compliance with EHP requirements. If ground disturbing activities occur during project implementation, SAN MATEO shall notify the UASI Management Team and ensure monitoring of ground disturbance. If any potential archeological resources are discovered, SAN MATEO shall immediately cease construction in that area and notify the UASI Management Team, which will notify the appropriate State Historic Preservation Office. If SAN MATEO is using Grant Funds for a communication tower project, SAN MATEO shall complete its Federal Communication Commission ("FCC") EHP process before preparing its CalEMA/FEMA EHP materials, and shall include the FCC EHP materials in the CalEMA/FEMA submission.

(b) Any construction or other project that SAN MATEO initiates without the necessary EHP review and approval will not be eligible for reimbursement. Failure of SAN MATEO to meet federal, State, and local EHP requirements, obtain applicable permits, or comply with any conditions that may be placed on the project as the result of FEMA's and/or CalEMA's EHP review will result in the denial of Reimbursement Requests.

3.14 **National Energy Conservation Policy and Energy Policy Acts**. SAN MATEO shall comply with the following requirements:

(a) Grant Funds may not be used in contravention of the Federal buildings performance and reporting requirements of Executive Order 13123, part 3 of Title V of the National Energy Conservation Policy Act (42 USC §8251 et seq.), or Subtitle A of Title I of the Energy Policy Act of 2005; and

(b) Grant Funds may not be used in contravention of Section 303 of the Energy Policy Act of 1992 (42 USC §13212).

3.15 **Royalty-Free License**. SAN MATEO understands and agrees that FEMA reserves a royalty-free, non-exclusive and irrevocable license to reproduce, publish or otherwise use, and

authorize others to use, for federal government purposes: (a) the copyright in any work developed using Grant Funds; and (b) any rights of copyright that SAN MATEO purchases or acquires using Grant Funds. SAN MATEO shall consult with the UASI Management Team and FEMA regarding the allocation of any patent rights that arise from, or are purchased with, Grant Funds.

3.16 **Publication Statements**. SAN MATEO shall ensure that all publications created or developed under this Agreement prominently contain the following statement: "This document was prepared under a grant from the Federal Emergency Management Agencies Grant Programs Directorate (FEMA/GPD) within the US Department of Homeland Security. Points of view or opinions expressed in this document are those of the authors and do not necessarily represent the official position or policies of FEMA/GPD or the US Department of Homeland Security."

ARTICLE 4
REPORTING REQUIREMENTS; AUDITS

4.1 **Regular Reports**. SAN MATEO shall provide, in a prompt and timely manner, financial, operational and other reports, as requested by the UASI Management Team or by City, in form and substance satisfactory to the UASI Management Team or City. Such reports, including any copies, shall be submitted on recycled paper and printed on double-sided pages, to the maximum extent possible.

4.2 **Notification of Defaults or Changes in Circumstances**. SAN MATEO shall notify the UASI Management Team and City immediately of (a) any Event of Default or event that, with the passage of time, would constitute an Event of Default; (b) any change of circumstances that would cause any of the representations or warranties contained in Article 5 to be false or misleading at any time during the term of this Agreement; and (c) any change of circumstances or events that would cause SAN MATEO to be out of compliance with the Grant Assurances in Appendix B.

4.3 **Books and Records**. SAN MATEO shall establish and maintain accurate files and records of all aspects of the Grant Plan and the matters funded in whole or in part with Grant Funds. Without limiting the scope of the foregoing, SAN MATEO shall establish and maintain accurate financial books and accounting records relating to Authorized Expenditures and to Grant Funds received and expended under this Agreement, together with all invoices, documents, payrolls, time records and other data related to the matters covered by this Agreement, whether funded in whole or in part with Grant Funds. SAN MATEO shall maintain all of the files, records, books, invoices, documents, payrolls and other data required to be maintained under this Section in a readily accessible location and condition for a period of not less than five (5) years after expiration of this Agreement or until any final audit by CalEMA has been fully completed, whichever is later.

4.4 **Inspection and Audit**. SAN MATEO shall make available to the UASI Management Team and to City, and to UASI Management Team and City employees and authorized representatives, during regular business hours, all of the files, records, books, invoices, documents, payrolls and other data required to be established and maintained by SAN MATEO under Section 4.3, and allow access and the right to examine those items. SAN MATEO shall permit the UASI Management Team and City, and UASI Management Team and City employees and authorized representatives, to inspect, audit, examine and make excerpts and transcripts from any of the foregoing. The rights of the UASI Management Team and City pursuant to this Section shall remain in effect so long as SAN MATEO has the obligation to

maintain such files, records, books, invoices, documents, payrolls and other data under this Article 4. The DHS, the Comptroller General of the United States or designee, and CalEMA shall have the same inspection and audit rights as the City and UASI Management Team. SAN MATEO shall cooperate with any federal or state audit.

4.5 **Audit Report.** If the amount specified in Section 3.2 of this agreement is $500,000 or more, SAN MATEO shall submit an organization-wide financial and compliance audit report. The audit must be performed in accordance with GAO's *Government Auditing Standards*, and OMB Circular A-133*, Audits of States, Local Governments and Non-Profit Organizations*. SAN MATEO shall submit its audit report to the UASI Management Team no later than six months after the end of SAN MATEO's fiscal year.

ARTICLE 5
REPRESENTATIONS AND WARRANTIES

SAN MATEO represents and warrants each of the following as of the date of this Agreement and at all times throughout the term of this Agreement:

5.1 **No Misstatements**. No document furnished or to be furnished by SAN MATEO to the UASI Management Team or to City in connection with this Agreement, any Reimbursement Request or any other document relating to any of the foregoing, contains or will contain any untrue statement of material fact or omits or will omit a material fact necessary to make the statements contained therein not misleading, under the circumstances under which any such statement shall have been made.

5.2 **Eligibility to Receive Federal Funds**. By executing this Agreement, SAN MATEO certifies that it is eligible to receive federal funds, and specifically certifies as follows:

(a) SAN MATEO is not suspended, debarred or otherwise excluded from participation in federal assistance programs, as required by Executive Order 12549 and 12689, "Debarment and Suspension" and implemented at 44 CFR Part 17.

(b) SAN MATEO complies with 31 U.S.C. §1352, *Limitation on use of appropriated funds to influence federal contracting and financial transactions*, as implemented at 44 CFR Part 18 and 6 CFR Part 9.

(c) SAN MATEO complies with the Drug-Free Workplace Act of 1988, as amended, 41 U.S.C. §701 et seq., as implemented in 44 CFR Part 17, and will continue to provide a drug-free workplace as required under that Act and implementing regulations.

(d) SAN MATEO is not delinquent in the repayment of any federal debt. See OMB Circular A-129.

SAN MATEO acknowledges that these certifications of eligibility to receive federal funds are material terms of the Agreement.

5.3 **NIMS Compliance.** To be eligible to receive Grant Funds, SAN MATEO must meet National Incident Management System ("NIMS") compliance requirements, and report full NIMS compliance via the National Incident Management System Capability Assessment Support Tool ("NIMSCAST"). By executing this Agreement, SAN MATEO certifies that it is in full NIMS compliance, and that it has reported that compliance via the NIMSCAST. SAN MATEO shall

provide documentation of its NIMS compliance to the UASI Management Team. SAN MATEO acknowledges that this certification is a material term of the Agreement.

ARTICLE 6
INDEMNIFICATION AND GENERAL LIABILITY

6.1 **Indemnification**. SAN MATEO shall indemnify, protect, defend and hold harmless each of the Indemnified Parties from and against any and all Losses arising from, in connection with or caused by SAN MATEO's performance of this Agreement, including, but not limited to, the following: (a) a material breach of this Agreement by SAN MATEO; (b) a material breach of any representation or warranty of SAN MATEO contained in this Agreement; (c) any personal injury or death caused, directly or indirectly, by any act or omission of SAN MATEO or its employees, subgrantees or agents; (d) any loss of or damage to property caused, directly or indirectly, by any act or omission of SAN MATEO or its employees, subgrantees or agents; (e) the use, misuse or failure of any equipment or facility used by SAN MATEO, or by any of its employees, subgrantees or agents, regardless of whether such equipment or facility is furnished, rented or loaned to SAN MATEO by an Indemnified Party; (f) any tax, fee, assessment or other charge for which SAN MATEO is responsible under Section 10.4; or (g) any infringement of patent rights, copyright, trade secret or any other proprietary right or trademark of any person or entity in consequence of the use by any Indemnified Party of any goods or services furnished by SAN MATEO or its employees, subgrantees or agents to such Indemnified Party in connection with this Agreement. The foregoing indemnity shall include, without limitation, reasonable fees of attorneys, consultants and experts and related costs and San Francisco's costs of investigating any claims against San Francisco.

6.2 **Duty to Defend; Notice of Loss**. SAN MATEO acknowledges and agrees that its obligation to defend the Indemnified Parties under Section 6.1: (a) is an immediate obligation, independent of its other obligations hereunder; (b) applies to any Loss which actually or potentially falls within the scope of Section 6.1, regardless of whether the allegations asserted in connection with such Loss are or may be groundless, false or fraudulent; and (c) arises at the time the Loss is tendered to SAN MATEO by the Indemnified Party and continues at all times thereafter. The Indemnified Party shall give SAN MATEO prompt notice of any Loss under Section 6.1 and SAN MATEO shall have the right to defend, settle and compromise any such Loss; provided, however, that the Indemnified Party shall have the right to retain its own counsel at the expense of SAN MATEO if representation of such Indemnified Party by the counsel retained by SAN MATEO would be inappropriate due to conflicts of interest between such Indemnified Party and SAN MATEO. An Indemnified Party's failure to notify SAN MATEO promptly of any Loss shall not relieve SAN MATEO of any liability to such Indemnified Party pursuant to Section 6.1, unless such failure materially impairs SAN MATEO's ability to defend such Loss. SAN MATEO shall seek the Indemnified Party's prior written consent to settle or compromise any Loss if SAN MATEO contends that such Indemnified Party shares in liability with respect thereto.

6.3 **Incidental and Consequential Damages**. Losses covered under this Article 6 shall include any and all incidental and consequential damages resulting in whole or in part from SAN MATEO's acts or omissions. Nothing in this Agreement shall constitute a waiver or limitation of any rights that any Indemnified Party may have under applicable law with respect to such damages.

6.4 **LIMITATION ON LIABILITY OF SAN FRANCISCO**. CITY'S OBLIGATIONS UNDER THIS AGREEMENT SHALL BE LIMITED TO THE AGGREGATE AMOUNT OF GRANT FUNDS ACTUALLY DISBURSED HEREUNDER. NOTWITHSTANDING ANY OTHER PROVISION

CONTAINED IN THIS AGREEMENT OR ANY OTHER DOCUMENT OR COMMUNICATION RELATING TO THIS AGREEMENT, IN NO EVENT SHALL CITY BE LIABLE, REGARDLESS OF WHETHER ANY CLAIM IS BASED ON CONTRACT OR TORT, FOR ANY SPECIAL, CONSEQUENTIAL, INDIRECT OR INCIDENTAL DAMAGES, INCLUDING LOST PROFITS, ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, THE GRANT FUNDS, THE GRANT PLAN OR ANY ACTIVITIES PERFORMED IN CONNECTION WITH THIS AGREEMENT.

ARTICLE 7
EVENTS OF DEFAULT AND REMEDIES; TERMINATION FOR CONVENIENCE

7.1 **Events of Default**. The occurrence of any one or more of the following events shall constitute an "Event of Default" under this Agreement:

(a) **False Statement**. Any statement, representation, certification or warranty contained in this Agreement, in any Reimbursement Request, or in any other document submitted to the UASI Management Team or to City under this Agreement is found by the UASI Management Team or by City to be false or misleading.

(b) **Failure to Perform Other Covenants**. SAN MATEO fails to perform or breaches any provision or covenant of this Agreement to be performed or observed by SAN MATEO as and when performance or observance is due and such failure or breach continues for a period of ten (10) days after the date on which such performance or observance is due.

(c) **Failure to Comply with Applicable Laws**. SAN MATEO fails to perform or breaches any of the terms or provisions of Article 12.

(d) **Voluntary Insolvency**. SAN MATEO(i) is generally not paying its debts as they become due, (ii) files, or consents by answer or otherwise to the filing against it of, a petition for relief or reorganization or arrangement or any other petition in bankruptcy or for liquidation or to take advantage of any bankruptcy, insolvency or other debtors' relief law of any jurisdiction, (iii) makes an assignment for the benefit of its creditors, (iv) consents to the appointment of a custodian, receiver, trustee or other officer with similar powers of SAN MATEO or of any substantial part of SAN MATEO's property or (v) takes action for the purpose of any of the foregoing.

(e) **Involuntary Insolvency**. Without consent by SAN MATEO, a court or government authority enters an order, and such order is not vacated within ten (10) days, (i) appointing a custodian, receiver, trustee or other officer with similar powers with respect to SAN MATEO or with respect to any substantial part of SAN MATEO's property, (ii) constituting an order for relief or approving a petition for relief or reorganization or arrangement or any other petition in bankruptcy or for liquidation or to take advantage of any bankruptcy, insolvency or other debtors' relief law of any jurisdiction or (iii) ordering the dissolution, winding-up or liquidation of SAN MATEO.

7.2 **Remedies upon Event of Default**. Upon and during the continuance of an Event of Default, City may do any of the following, individually or in combination with any other remedy:

(a) **Termination**. City may terminate this Agreement by giving a written termination notice to SAN MATEO and, on the date specified in such notice, this Agreement shall terminate and all rights of SAN MATEO hereunder shall be extinguished. In the event of such termination, City will pay SAN MATEO for Authorized Expenditures in any Reimbursement Request that was

submitted and approved by the UASI Management Team and by City prior to the date of termination specified in such notice.

(b) **Withholding of Grant Funds**. City may withhold all or any portion of Grant Funds not yet disbursed hereunder, regardless of whether SAN MATEO has previously submitted a Reimbursement Request or whether the UASI Management Team and/or City has approved the disbursement of the Grant Funds requested in any Reimbursement Request. Any Grant Funds withheld pursuant to this Section and subsequently disbursed to SAN MATEO after cure of applicable Events of Default shall be disbursed without interest.

(c) **Return of Grant Funds**. City may demand the immediate return of any previously disbursed Grant Funds that have been claimed or expended by SAN MATEO in breach of the terms of this Agreement, together with interest thereon from the date of disbursement at the maximum rate permitted under applicable law.

7.3 **Termination for Convenience.**

(a) City shall have the option, in its sole discretion, to terminate this Agreement, at any time during the term hereof, for convenience and without cause. City shall exercise this option by giving SAN MATEO written notice of termination. The notice shall specify the date on which termination shall become effective.

(b) Upon receipt of the notice, SAN MATEO shall commence and perform, with diligence, all actions necessary on the part of SAN MATEO to effect the termination of this Agreement on the date specified by City and to minimize the liability of SAN MATEO and City to third parties as a result of termination. All such actions shall be subject to the prior approval of the UASI Management Team.

(c) Within 30 days after the specified termination date, SAN MATEO shall submit to the UASI Management Team an invoice for all Authorized Expenses incurred through the termination date. For Authorized Expenses incurred after receipt of the notice of termination, City will only reimburse SAN MATEO if the Authorized Expenses received prior approval from the UASI Management Team as specified in subparagraph (b).

(d) In no event shall City be liable for costs incurred by SAN MATEO or any of its contractors or subgrantees after the termination date specified by City.

(e) City's payment obligation under this Section shall survive termination of this Agreement.

7.4 **Remedies Nonexclusive**. Each of the remedies provided for in this Agreement may be exercised individually or in combination with any other remedy available hereunder or under applicable laws, rules and regulations. The remedies contained herein are in addition to all other remedies available to City at law or in equity by statute or otherwise and the exercise of any such remedy shall not preclude or in any way be deemed to waive any other remedy.

ARTICLE 8
ASSIGNMENTS

8.1 **No Assignment by SAN MATEO**. SAN MATEO shall not, either directly or indirectly, assign, transfer, hypothecate, subcontract or delegate all or any portion of this Agreement or any rights, duties or obligations of SAN MATEO hereunder without the prior written consent of

the UASI Management Team; provided, however, that any contractor or subgrantee specifically referenced in Appendix A shall not require the consent of Management Team. This Agreement shall not, nor shall any interest herein, be assignable as to the interest of SAN MATEO involuntarily or by operation of law without the prior written consent of City. A change of ownership or control of SAN MATEO or a sale or transfer of substantially all of the assets of SAN MATEO shall be deemed an assignment for purposes of this Agreement.

8.2 **Agreement Made in Violation of this Article**. Any agreement made in violation of Section 8.1 shall confer no rights on any person or entity and shall automatically be null and void.

8.3 **SAN MATEO Retains Responsibility**. SAN MATEO shall in all events remain liable for the performance by any subgrantee contractor, or assignee of all of the covenants, terms and conditions in this Agreement.

ARTICLE 9
NOTICES AND OTHER COMMUNICATIONS

9.1 **Requirements**. Unless otherwise specifically provided herein, all notices, consents, directions, approvals, instructions, requests and other communications hereunder shall be in writing, shall be addressed to the person and address set forth below and shall be (a) deposited in the U.S. mail, first class, certified with return receipt requested and with appropriate postage, (b) hand delivered or (c) sent via facsimile (if a facsimile number is provided below):

If to San Francisco:

San Francisco Department of Emergency Management
1011 Turk Street
San Francisco, CA 94102
Attn: Anne Kronenberg, Executive Director
Facsimile No.: (415) 558-3864

If to the UASI Management Team:

UASI Management Team
711 Van Ness Avenue, Suite #420
San Francisco, CA 94102
Attn: Catherine Spaulding, Assistant General Manager
Facsimile No.: (415) 353-5247

If to SAN MATEO:

Sheriff's Office of Emergency Services
400 County Center
Redwood City, CA 94063
Attn: Kathleen Pape
Facsimile No.: (650) 363-1868

9.2 **Effective Date**. All communications sent in accordance with Section 9.1 shall become effective on the date of receipt. Such date of receipt shall be determined by: (a) if mailed, the return receipt, completed by the U.S. postal service; (b) if sent via hand delivery, a receipt executed by a duly authorized agent of the party to whom the notice was sent; or (c) if sent via

facsimile, the date of telephonic confirmation of receipt by a duly authorized agent of the party to whom the notice was sent or, if such confirmation is not reasonably practicable, the date indicated in the facsimile machine transmission report of the party giving such notice.

9.3 **Change of Address**. From time to time any party hereto may designate a new address or recipient for notice for purposes of this Article 9 by written notice to the other party and the UASI Management Team.

ARTICLE 10
MISCELLANEOUS

10.1 **No Waiver**. No waiver by San Francisco of any default or breach of this Agreement shall be implied from any failure by the UASI Management Team or San Francisco to take action on account of such default if such default persists or is repeated. No express waiver by San Francisco shall affect any default other than the default specified in the waiver and shall be operative only for the time and to the extent therein stated. Waivers by San Francisco of any covenant, term or condition contained herein shall not be construed as a waiver of any subsequent breach of the same covenant, term or condition. The consent or approval by the UASI Management Team or San Francisco of any action requiring further consent or approval shall not be deemed to waive or render unnecessary the consent or approval to or of any subsequent similar act.

10.2 **Modification**. This Agreement may not be modified, nor may compliance with any of its terms be waived, except by written instrument executed and approved in the same manner as this Agreement; provided, however, that the General Manager or designee may establish alternate procedures for modification of the Appendix A and the Grant Plan.

10.3 **Governing Law; Venue**. The formation, interpretation and performance of this Agreement shall be governed by the laws of the State of California, without regard to its conflict of laws principles. Venue for all litigation relative to the formation, interpretation and performance of this Agreement shall be in San Francisco.

10.4 **SAN MATEO to Pay All Taxes**. SAN MATEO shall pay to the appropriate governmental authority, as and when due, any and all taxes, fees, assessments or other governmental charges, including possessory interest taxes and California sales and use taxes, levied upon or in connection with this Agreement, the Grant Plan, the Grant Funds or any of the activities contemplated by this Agreement.

10.5 **Headings**. All article and section headings and captions contained in this Agreement are for reference only and shall not be considered in construing this Agreement.

10.6 **Entire Agreement**. This Agreement sets forth the entire Agreement between the parties, and supersedes all other oral or written provisions. The following Appendices are attached to and a part of this Agreement:

- Appendix A, Authorized Expenditures
- Appendix B, Grant Assurances
- Appendix C, Form of Funding Request

10.7 **Certified Resolution of Signatory Authority**. Upon request of San Francisco, SAN MATEO shall deliver to San Francisco a copy of the corporate resolution(s) authorizing the

execution, delivery and performance of this Agreement, certified as true, accurate and complete by the appropriate authorized representative of SAN MATEO.

10.8 **Severability**. Should the application of any provision of this Agreement to any particular facts or circumstances be found by a court of competent jurisdiction to be invalid or unenforceable, then (a) the validity of other provisions of this Agreement shall not be affected or impaired thereby, and (b) such provision shall be enforced to the maximum extent possible so as to effect the intent of the parties and shall be reformed without further action by the parties to the extent necessary to make such provision valid and enforceable.

10.9 **Successors; No Third-Party Beneficiaries**. Subject to the terms of Article 8, the terms of this Agreement shall be binding upon, and inure to the benefit of, the parties hereto and their successors and assigns. Nothing in this Agreement, whether express or implied, shall be construed to give any person or entity (other than the parties hereto and their respective successors and assigns and, in the case of Article 6, the Indemnified Parties) any legal or equitable right, remedy or claim under or in respect of this Agreement or any covenants, conditions or provisions contained herein.

10.10 **Survival of Terms**. The obligations of SAN MATEO and the terms of the following provisions of this Agreement shall survive and continue following expiration or termination of this Agreement: Sections 4.3 and 4.4, Article 6, this Article 10, and the Grant Assurances of Appendix B.

10.11 **Further Assurances**. From and after the date of this Agreement, SAN MATEO agrees to do such things, perform such acts, and make, execute, acknowledge and deliver such documents as may be reasonably necessary or proper and usual to complete the transactions contemplated by this Agreement and to carry out the purpose of this Agreement in accordance with this Agreement.

10.12 **Disclosure of Subawards and Executive Compensation.** Pursuant to the Federal Funding Accountability and Transparency Act (FFATA) (P.L. 109-282) as amended by Section 6202(a) of the Government Funding Transparency Act of 2008 (P.L. 110-252), full disclosure to the public of entities or organizations receiving federal funds is now required. As defined by the Office of Management and Budget (OMB), all new Federal awards of $25,000 or more as of October 1, 2010, are subject to FFATA reporting requirements. The Transparency Act definition of “Federal awards” includes not only prime awards for grantees, cooperators, and contractors, but also awards to sub-recipients. If applicable, the COUNTY OF SAN MATEO must provide the following information on COUNTY OF SAN MATEO letterhead within 30 days of receipt of this Agreement.

1. Subawards greater than $25,000:

   a) Name of entity receiving award;
   b) Amount of award;
   c) Funding agency;
   d) The Catalog of Federal Domestic Assistance program number;
   e) Award title (descriptive of the purpose of the funding action);
   f) Location of the entity and primary location of performance including city, state, and Congressional district;
   g) Dun & Bradstreet (D&B) DUNS Number of the entity, and its parent if applicable; and,

h) Total compensation and names of top five executives (same thresholds as for prime recipients).

2. The Total compensation and names of the top five executives if:

a) 80% or more of annual gross revenues are from Federal awards (contracts, sub-contracts and Federal financial assistance), and $25,000,000 or more in annual gross revenues from Federal awards; and,
b) Compensation information is not already available through reporting to the Securities and Exchange Commission.

ARTICLE 11
INSURANCE

11.1 **Types and Amounts of Coverage.** Without limiting SAN MATEO's liability pursuant to Article 6 of this Agreement, SAN MATEO shall maintain in force, during the full term of the Agreement, insurance in the following amounts and coverages:

(a) Workers' Compensation, in statutory amounts, with Employers' Liability Limits not less than $1,000,000 each accident, injury, or illness; and

(b) Commercial General Liability Insurance with limits not less than $1,000,000 each occurrence Combined Single Limit for Bodily Injury and Property Damage, including Contractual Liability, Personal Injury, Products and Completed Operations; and

(c) Commercial Automobile Liability Insurance with limits not less than $1,000,000 each occurrence Combined Single Limit for Bodily Injury and Property Damage, including Owned, Non-Owned and Hired auto coverage, as applicable.

11.2 **Additional Requirements for General and Automobile Coverage.** Commercial General Liability and Commercial Automobile Liability Insurance policies must be endorsed to provide:

(a) Name as Additional Insured the City and County of San Francisco, its Officers, Agents, and Employees.

(b) That such policies are primary insurance to any other insurance available to the Additional Insureds, with respect to any claims arising out of this Agreement, and that insurance applies separately to each insured against whom claim is made or suit is brought.

11.3 **Additional Requirements Regarding Workers' Compensation.** Regarding Workers' Compensation, SAN MATEO hereby agrees to waive subrogation which any insurer of SAN MATEO may acquire from SAN MATEO by virtue of the payment of any loss. SAN MATEO agrees to obtain any endorsement that may be necessary to effect this waiver of subrogation. The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of the City for all work performed by the SAN MATEO, its employees, agents and subcontractors.

11.4 **Additional Requirements for All Policies.** All policies shall provide thirty days' advance written notice to the City of reduction or nonrenewal of coverages or cancellation of coverages for any reason. Notices shall be sent to the City address in Article 9, Notices and Other Communications.

11.5 **Required Post-Expiration Coverage.** Should any of the required insurance be provided under a claims-made form, SAN MATEO shall maintain such coverage continuously throughout the term of this Agreement and, without lapse, for a period of three years beyond the expiration of this Agreement, to the effect that, should occurrences during the Agreement term give rise to claims made after expiration of the Agreement, such claims shall be covered by such claims-made policies.

11.6 **General Annual Aggregate Limit/Inclusion of Claims Investigation or Legal Defense Costs.** Should any of the required insurance be provided under a form of coverage that includes a general annual aggregate limit or provides that claims investigation or legal defense costs be included in such general annual aggregate limit, such general annual aggregate limit shall be double the occurrence or claims limits specified above.

11.7 **Lapse in Insurance.** Should any required insurance lapse during the term of this Agreement, requests for reimbursement originating after such lapse may not be processed, in the City's sole discretion, until the City receives satisfactory evidence of reinstated coverage as required by this Agreement, effective as of the lapse date. If insurance is not reinstated, the City may, at its sole option, terminate this Agreement effective on the date of such lapse of insurance.

11.8 **Evidence of Insurance.** Before commencing any operations or expending any Grant Funds under this Agreement, SAN MATEO shall furnish to City certificates of insurance and additional insured policy endorsements with insurers with ratings comparable to A-, VIII or higher, that are authorized to do business in the State of California, and that are satisfactory to City, in form evidencing all coverages set forth above. Failure to maintain insurance shall constitute a material breach of this Agreement.

11.9 **Effect of Approval.** Approval of the insurance by City shall not relieve or decrease the liability of SAN MATEO hereunder.

11.10 **Insurance for Subcontractors and Evidence of this Insurance.** If a subcontractor or subgrantee will be used to complete any portion of this Agreement, SAN MATEO shall ensure that the subcontractor or subgrantee shall provide all necessary insurance and shall name the City and County of San Francisco, its officers, agents and employees and the SAN MATEO as additional insureds.

11.11 **Authority to Self-Insure.** Nothing in this Agreement shall preclude SAN MATEO from self-insuring all or part of the insurance requirement in this Article. However, SAN MATEO shall provide proof of self-insurance, in a form acceptable to San Francisco, in the amounts of each line of self-insurance.

ARTICLE 12
COMPLIANCE

12.1 **Nondiscrimination**. In the performance of this Agreement, SAN MATEO agrees not to discriminate against any employee, San Francisco employee working with SAN MATEO or any subgrantee of SAN MATEO, applicant for employment with SAN MATEO or subgrantee of SAN MATEO, or against any person seeking accommodations, advantages, facilities, privileges, services, or membership in all business, social, or other establishments or organizations, on the basis of the fact or perception of a person's race, color, creed, religion, national origin, ancestry, age, height, weight, sex, sexual orientation, gender identity, domestic partner status, marital status, disability or Acquired Immune Deficiency Syndrome or HIV status (AIDS/HIV status), or

association with members of such protected classes, or in retaliation for opposition to discrimination against such classes.

12.2 **Conflict of Interest**. Through its execution of this Agreement, SAN MATEO acknowledges that it is familiar with the provisions of Section 87100 et seq. and Section 1090 et seq. of the Government Code of the State of California, and certifies that it does not know of any facts which constitutes a violation of said provisions and agrees that it will immediately notify City if it becomes aware of any such fact during the term of this Agreement.

12.3 **Compliance with ADA**. SAN MATEO acknowledges that, pursuant to the ADA, programs, services and other activities provided by a public entity to the public, whether directly or through a grantee or contractor, must be accessible to the disabled public. SAN MATEO shall not discriminate against any person protected under the ADA in connection with all or any portion of the Grant Plan and shall comply at all times with the provisions of the ADA.

12.4 **Prohibition on Political Activity with City Funds**. In accordance with San Francisco Administrative Code Chapter 12.G, SAN MATEO may not participate in, support, or attempt to influence any political campaign for a candidate or for a ballot measure (collectively, "Political Activity") in the performance of the services provided under this Agreement. SAN MATEO agrees to comply with San Francisco Administrative Code Chapter 12.G and any implementing rules and regulations promulgated by San Francisco's Controller. The terms and provisions of Chapter 12.G are incorporated herein by this reference. In the event Contractor violates the provisions of this section, San Francisco may, in addition to any other rights or remedies available hereunder, (i) terminate this Agreement, and (ii) prohibit SAN MATEO from bidding on or receiving any new City contract for a period of two (2) years. The Controller will not consider SAN MATEO's use of profit as a violation of this section.

12.5 **Submitting False Claims; Monetary Penalties**. Pursuant to San Francisco Administrative Code §21.35, any contractor, subcontractor or consultant who submits a false claim shall be liable to the City for the statutory penalties set forth in that section. The text of Section 21.35, along with the entire San Francisco Administrative Code is available on the web at http://www.municode.com/Library/clientCodePage.aspx?clientID=4201. A contractor, subcontractor or consultant will be deemed to have submitted a false claim to the City if the contractor, subcontractor or consultant: (a) knowingly presents or causes to be presented to an officer or employee of the City a false claim or request for payment or approval; (b) knowingly makes, uses, or causes to be made or used a false record or statement to get a false claim paid or approved by the City; (c) conspires to defraud the City by getting a false claim allowed or paid by the City; (d) knowingly makes, uses, or causes to be made or used a false record or statement to conceal, avoid, or decrease an obligation to pay or transmit money or property to the City; or (e) is a beneficiary of an inadvertent submission of a false claim to the City, subsequently discovers the falsity of the claim, and fails to disclose the false claim to the City within a reasonable time after discovery of the false claim.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the date first specified herein.

CITY AND COUNTY OF SAN FRANCISCO:

SAN FRANCISCO DEPARTMENT OF EMERGENCY MANAGEMENT

By:

_____

ANNE KRONENBERG
EXECUTIVE DIRECTOR

COUNTY OF SAN MATEO:

By:

_____

PRESIDENT, BOARD OF SUPERVISORS
COUNTY OF SAN MATEO

Federal Tax ID #: 94-6000532

Approved as to Form:
Dennis J. Herrera
City Attorney

By: _____
Thomas Owen
Deputy City Attorney

Attest:

By: _____
Clerk of the Board of Supervisors

Appendix A — Authorized Expenditures and Timelines

ENTITY: **SAN MATEO**

Total allocation to be spent on the following solution areas:

UASI Project Letter and Title	Solution Area	Program Description	Projected Milestone Dates (to be completed on or about)	Deliverable Dates	Amount
Project A **Enhance Regional Risk Management and Planning**	Planning	West Bay Planning Position – The Planner will focus on strengthening capabilities and reducing the gaps in the Planning and Risk Management Target Capabilities for the West Bay Planning Hub (San Mateo County OES) • Personnel – Prior to any expenditures for personnel, SAN MATEO must submit completed job descriptions to the UASI detailing the planning activities the personnel will complete and the deliverables to be produced. Prior to reimbursement, SAN MATEO must submit the following: all functional time sheets, payroll documentation showing payment of salaries and benefits, or cancelled checks; work product or certification that work was completed including a statement of completed activities. • Contracts – All contracts must be pre-approved by the UASI prior to execution. In addition, SAN MATEO must satisfy the following guidelines: o Procurement of contractual services must follow local policies and procedures for competitive purchasing (provided they are not in conflict with Federal regulations which supersede them). If sole source approval is needed, SAN MATEO must transmit a sole source request to the UASI for submission to the State. o The contract must have a clearly stated scope of work and deliverables, deadlines for completion of work, and a schedule of contract payments.	Support Personnel for Region: Deliverables: Funding 7/1/13-11/30/13 Confirm Work Plan/ 30 days Attend required meetings: Monthly Provide Annual Report of SMCOES UASI projects and activities Due 11/30/13	11/30/2013	Not to Exceed: $28,444

		○ All services must be performed and paid within the grant performance period. • Travel - travel for planning activities must be pre-approved in accordance with the Bay Area UASI Travel Policy (adopted by the Approval Authority in September 2011) prior to scheduling. Invoices for all travel expenses must be submitted by no later than 01/03/14. Invoices must include all backup documentation, including conference agendas, programs, brochures, lodging receipts, per diem calculations, airfare receipts/boarding passes, mileage calculations, other transportation receipts, and proof of payment. • Final deadline for submittal of final claims is **01/03/14**. There will be **NO EXTENSIONS.**			
Project A **Enhance Regional Risk Management and Planning**	Planning	Homeland Security Captain – This position is primarily responsible for formulating, establishing and implementing policies, assisting with management of regional initiatives, and coordinating the use of all available resources in a manner that provides stability to the office and thus protection to the citizens and property it serves. • Personnel – Prior to any expenditures for personnel, SAN MATEO must submit completed job descriptions to the UASI detailing the planning activities the personnel will complete and the deliverables to be produced. Prior to reimbursement, SAN MATEO must submit the following: all functional time sheets, payroll documentation showing payment of salaries and benefits, or cancelled checks; work product or certification that work was completed including a statement of completed activities. • Contracts – All contracts must be pre-approved by the UASI prior to execution. In addition, SAN MATEO must satisfy the following guidelines: ○ Procurement of contractual	Executive Personnel for Region: Deliverables: Funding 7/1/13-11/30/13 Confirm Work Plan/ 30 days Attend required meetings: Monthly Provide Annual Report of SMCOES UASI projects and activities Due 11/30/13	11/30/2013	Not to Exceed: $113,333

		services must follow local policies and procedures for competitive purchasing (provided they are not in conflict with Federal regulations which supersede them). If sole source approval is needed, SAN MATEO must transmit a sole source request to the UASI for submission to the State. ○ The contract must have a clearly stated scope of work and deliverables, deadlines for completion of work, and a schedule of contract payments. ○ All services must be performed and paid within the grant performance period. • Travel - travel for planning activities must be pre-approved in accordance with the Bay Area UASI Travel Policy (adopted by the Approval Authority in September 2011) prior to scheduling. Invoices for all travel expenses must be submitted by no later than 01/03/14. Invoices must include all backup documentation, including conference agendas, programs, brochures, lodging receipts, per diem calculations, airfare receipts/boarding passes, mileage calculations, other transportation receipts, and proof of payment. • Final deadline for submittal of final claims is **01/03/14**. There will be **NO EXTENSIONS.**			
Project B **Information Analysis and Information Protection**	Equipment	COPLINK Software and Integration Maintenance, Network Monitoring Software Maintenance. The system connects the Records Management Systems, Jail Management Systems and Mug shot systems of law enforcement Agencies in San Mateo, Marin, Sonoma, Napa Counties and San Francisco PD/SO and Airport Data. AEL#: 21GN-00-MAIN SAN MATEO must inventory, type, organize and track all equipment purchased in order to facilitate the dispatch, deployment, and recovery of resources before, during, and after an incident.	System Integration costs and On-going Maintenance for West Bay Node of Larger Information Sharing Initiative: Agreement signed 45 days from allocation	11/30/2013	Not to Exceed: $360,000

		Reimbursement for equipment purchases require: • An approved EHP memo, if applicable. • A performance bond is required for any equipment item that exceeds $250,000, or for any vehicle, aircraft, or watercraft. • As allowable under Federal guidelines, procurement of equipment must follow local policies and procedures for competitive purchasing (provided they are not in conflict with Federal regulations which supersede them). If sole source approval is needed, SAN MATEO must transmit the request to the UASI for request to the State. • Prior to reimbursement, SAN MATEO must submit all invoices, AEL numbers, and a list of all equipment ID numbers and the deployed locations. • Final deadline for submittal of claims is **1/3/2014**. There will be **NO EXTENSIONS**.			
Project C **Strengthen Communication Capabilities**	Equipment	Funds to be used by San Mateo County to procure and install P25 700 MHz Land Mobile Radio equipment at the La Honda radio and Hostel SAM sites to expand the coverage of the SMRIC Network. The scope of this project includes acquisition and installation of repeaters, antenna system, power plant, network interface and control equipment. 04HW-01-INHW 21GN-00-INST 21GN-00-STAX 21GN-00-SHIP SAN MATEO must inventory, type, organize and track all equipment purchased in order to facilitate the dispatch, deployment, and recovery of resources before, during, and after an incident. Reimbursement for equipment purchases require: • An approved EHP memo, if applicable. • A performance bond is required for	EHP Memo: 10/1/2012 Contract Award (Upon MOU Execution): 1/30/2013 Issuance of PO: 2/28/2013 Receive Equipment: 4/1/2013 Complete Installation: 5/1/2013 Test Equipment: 9/1/2013 Project Acceptance and	11/30/2013	Not to Exceed: $489,000

		any equipment item that exceeds $250,000, or for any vehicle, aircraft, or watercraft. • As allowable under Federal guidelines, procurement of equipment must follow local policies and procedures for competitive purchasing (provided they are not in conflict with Federal regulations which supersede them). If sole source approval is needed, SAN MATEO must transmit the request to the UASI for request to the State. • Prior to reimbursement, SAN MATEO must submit all invoices, AEL numbers, and a list of all equipment ID numbers and the deployed locations. • Final deadline for submittal of claims is **1/3/2014**. There will be **NO EXTENSIONS**.	Completion: 11/30/2013		
Project D **Enhance CBRNE Detection, Response and Decontamination Capabilities**	Equipment	Funds to purchase a NORA 90 FLIR camera/microwave download system. This equipment will provide an aerial observation platform for geographical and security assessments. (San Mateo County SO) 04MD-01-IRED Camera, Infrared SAN MATEO must inventory, type, organize and track all equipment purchased in order to facilitate the dispatch, deployment, and recovery of resources before, during, and after an incident. Reimbursement for equipment purchases require: • An approved EHP memo, if applicable. • A performance bond is required for any equipment item that exceeds $250,000, or for any vehicle, aircraft, or watercraft. • As allowable under Federal guidelines, procurement of equipment must follow local policies and procedures for competitive purchasing (provided they are not in conflict with Federal regulations which supersede them). If sole source approval is needed,	Purchase Date: 2/13 Delivery Date: 3/13 Installation Date: 6/13 Deployment Date: 8/13	9/30/2013	Not to Exceed: $423,204

		SAN MATEO must transmit the request to the UASI for request to the State. • Prior to reimbursement, SAN MATEO must submit all invoices, AEL numbers, and a list of all equipment ID numbers and the deployed locations. • Final deadline for submittal of claims is **1/3/2014**. There will be **NO EXTENSIONS**.			
Project D **Enhance CBRNE Detection, Response and Decontamination Capabilities**	Equipment	Funds to purchase a Boat Lift for the Search and Rescue Team. This equipment will allow the Sheriff's Office Patrol boats to remain in a mission ready status 24 hours a day. (San Mateo County SO) 03SR-02-TRIG Tool, Heavy Rigging SAN MATEO must inventory, type, organize and track all equipment purchased in order to facilitate the dispatch, deployment, and recovery of resources before, during, and after an incident. Reimbursement for equipment purchases require: • An approved EHP memo, if applicable. • A performance bond is required for any equipment item that exceeds $250,000, or for any vehicle, aircraft, or watercraft. • As allowable under Federal guidelines, procurement of equipment must follow local policies and procedures for competitive purchasing (provided they are not in conflict with Federal regulations which supersede them). If sole source approval is needed, SAN MATEO must transmit the request to the UASI for request to the State. • Prior to reimbursement, SAN MATEO must submit all invoices, AEL numbers, and a list of all equipment ID numbers and the deployed locations. • Final deadline for submittal of claims is **1/3/2014**. There will be **NO EXTENSIONS**.	Develop Spec: 2/15/13 RFP: 4/1/13 Deliver Equipment: 6/30/13 Deployment: 11/30/13	11/30/2013	Not to Exceed; $37,000

Project D **Enhance CBRNE Detection, Response and Decontamination Capabilities**	Equipment	Funds to purchase an Illumination and Air CBRNE Response Vehicle. This vehicle will provide incident lighting while allowing for incident management, rescue and mitigation operations during nighttime periods. In addition, it will provide compressed air needs such as refilling of SCBA's, power pneumatic tools and provide electricity through a generator and inverter. Redwood City Fire Department AEL Numbers: 12VE-00-MISS - Vehicle 06CP-01-MOBL – Mobile Radios 06CP-01-PORT – Portable Radios SAN MATEO must inventory, type, organize and track all equipment purchased in order to facilitate the dispatch, deployment, and recovery of resources before, during, and after an incident. Reimbursement for equipment purchases require: • An approved EHP memo, if applicable. • A performance bond is required for any equipment item that exceeds $250,000, or for any vehicle, aircraft, or watercraft. • As allowable under Federal guidelines, procurement of equipment must follow local policies and procedures for competitive purchasing (provided they are not in conflict with Federal regulations which supersede them). If sole source approval is needed, SAN MATEO must transmit the request to the UASI for request to the State. • Prior to reimbursement, SAN MATEO must submit all invoices, AEL numbers, and a list of all equipment ID numbers and the deployed locations. • Final deadline for submittal of claims is **1/3/2014**. There will be **NO EXTENSIONS**.	Develop Spec: 2/1/13 Pre Construction Meeting: 3/1/13 Mid Construction Meeting: 6/1/13 Final Build 10/1/13 Equipment Delivered: 10/10/13 Training: 11/1/13 Regional Training: 11/9/13	11/30/2013	Not to Exceed; $200,000
Project F **Strengthen**	Equipment	Funds for SM Alerting and Notification System.		11/30/2013	Not to Exceed: $159,039

Emergency Planning and Community Preparedness Capabilities		AEL#s: 04AP-09-ALRT 21GN-00-MAIN SAN MATEO must inventory, type, organize and track all equipment purchased in order to facilitate the dispatch, deployment, and recovery of resources before, during, and after an incident. Reimbursement for equipment purchases require: • An approved EHP memo, if applicable. • A performance bond is required for any equipment item that exceeds $250,000, or for any vehicle, aircraft, or watercraft. • As allowable under Federal guidelines, procurement of equipment must follow local policies and procedures for competitive purchasing (provided they are not in conflict with Federal regulations which supersede them). If sole source approval is needed, SAN MATEO must transmit the request to the UASI for request to the State. • Prior to reimbursement, SAN MATEO must submit all invoices, AEL numbers, and a list of all equipment ID numbers and the deployed locations. • Final deadline for submittal of claims is **1/3/2014**. There will be **NO EXTENSIONS**.			
		TOTAL ALLOCATION			**NOT TO EXCEED: $1,810,020**

- **All requests for reimbursements must be submitted by January 3, 2014 unless an earlier deadline is set in this Appendix. There will be NO EXTENSIONS. SAN MATEO should submit reimbursement requests on a quarterly basis, as applicable.**
- **Authorized expenditures must fall into one of the following categories: Planning, Organization, Equipment, Training, or Exercises. Descriptions of authorized expenditures are in the following documents:**
  - *FY 2012 Homeland Security Grant Program, Guidance and Application Kit dated May, 2012* http://www.fema.gov/fy-2012-homeland-security-grant-program

- *California Supplement to Federal Program Guidance and Application Kit:* *http://www.calema.ca.gov/EMS-HS-HazMat/Pages/Homeland-Security-Grant-Program-Documents.aspx*
- *Authorized Equipment List:* *www.rkb.us*
- *Office of Justice Programs Financial and Administrative* Guide for Grants*:* *http://www.ojp.usdoj.gov/financialguide/*
- *Cal EMA Rules and Regulations, including the Recipient Handbook:* http://www.calema.ca.gov/GrantsMonitoring/Pages/Rules%20and%20Regulations.aspx

- ***Any equipment purchased under this Agreement must match the UASI 2012 Grant Application Workbook. Any modification to the inventory list in that Workbook must receive prior written approval from by the Bay Area UASI Program Manager.***

- ***No Management and Administration expenses are allowed, unless expressly identified and authorized in this Appendix.***

- ***Sustainability requirements may apply to some or all of the grant funded projects or programs authorized in this Appendix. See Agreement, ¶¶3.12.***

- ***All EHP documentation must be submitted and approved prior to any expenditure of funds requiring EHP submission.***

Appendix B-- Grant Assurances

Name of Jurisdiction: County of San Mateo, Office of the Sheriff

Name of Authorized Agent: Captain Mark Wyss

Address: 400 County Center, 4th Floor

City: Redwood City State: CA Zip Code: 94063

Telephone Number: (650) 363-4790

Fax Number: (650) 363-1868

E-Mail Address: mwyss@smcgov.org

As the duly authorized representative of SAN MATEO, I certify that the SAN MATEO:

1. Will assure that grant funds will support efforts related to providing an integrated mechanism to enhance the coordination of national priority efforts to prevent, respond to, and recover from terrorist attacks, major disasters and other emergencies.

2. Has the legal authority to apply for Federal assistance and has the institutional, managerial and financial capability to ensure proper planning, management and completion of the grant provided by the U.S. Department of Homeland Security (DHS)/Federal Emergency Management Agency (FEMA) and sub-granted through the State of California, California Emergency Management Agency (Cal EMA).

3. Will assure that grant funds are used for allowable, fair, and reasonable costs only and will not be transferred between grant programs (for example: State Homeland Security Program, Urban Area Security Initiative, Citizen Corps Program, and Metropolitan Medical Response System) or fiscal years.

4. Will comply with any cost sharing commitments included in the FY2012 Investment Justifications submitted to DHS/FEMA/Cal EMA, where applicable.

5. Will give the Federal government, the General Accounting Office, the Comptroller General of the United States, the State of California, the Office of Inspector General, through any authorized representative, access to, and the right to examine, all paper or electronic records, books, or documents related to the award; and will establish a proper accounting system in accordance with generally accepted accounting standards and/or awarding agency directives.

6. Agrees that funds utilized to establish or enhance State and Local fusion centers must support the development of a statewide fusion process that corresponds with the Global Justice/Homeland Security Advisory Council (HSAC) Fusion Center Guidelines, follow the Federal and State approved privacy policies, and achieve (at a minimum) baseline level of capability as defined by the Fusion Capability Planning Tool.

7. Will provide progress reports, and other such information as may be required by the awarding agency, including the Initial Strategy Implementation Plan (ISIP) within 45 (forty-five) days of the award, and update via the Grant Reporting Tool (GRT) twice each year.

8. Will initiate and complete the work within the applicable time frame after receipt of approval from Cal EMA.

9. Will maintain procedures to minimize the time elapsing between the award of funds and the disbursement of funds.

10. Will comply with all provisions of DHS/FEMA's codified regulation 44, Part 13, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments, including the payment of interest earned on advances.

11. Will comply with all provisions of 48 CFR, 31.2, Federal Acquisition Regulations (FAR), Contracts with Commercial Organizations.

12. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes, or presents the appearance of, personal or organizational conflict of interest, or personal gain for themselves or others, particularly those with whom they have family, business, or other ties.

13. Understands and agrees that Federal funds will not be used, directly or indirectly, to support the enactment, repeal, modification or adoption of any law, regulation, or policy, at any level of government, without the express prior written approval from DHS/FEMA/Cal EMA.

14. Agrees that, to the extent contractors or subcontractors are utilized, will use small, minority-owned, women-owned, or disadvantaged business concerns and contractors or subcontractors to the extent practicable.

15. Will notify Cal EMA of any developments that have a significant impact on award-supported activities, including changes to key program staff.

16. Will comply, if applicable, with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§ 4801 et seq.) which prohibits the use of lead based paint in construction or rehabilitation of structures.

17. Will comply with all Federal and State Statues relating to Civil Rights and Nondiscrimination. These include, but are not limited to:
    a. Title VI of the Civil Rights Act of 1964 (P.L. 88-352), as amended, which prohibits discrimination on the basis of race, color or national origin.
    b. Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§ 1681-1683 and 1685-1686), which prohibits discrimination on the basis of gender.
    c. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of handicaps.
    d. The Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101-6107), which prohibits discrimination on the basis of age.

e. The Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse.
f. The Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism.
g. §§ 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. 290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records.
h. Title VIII of the Civil Rights Act of 1968 (42 U.S.C. § 3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing.
i. Title 44 Code of Federal Regulations (CFR) Parts 7, 16, and 19 relating to nondiscrimination.
j. The requirements on any other nondiscrimination provisions in the specific statute(s) under which the application for Federal assistance is being made.
k. Will, in the event that a Federal or State court or Federal or State administrative agency makes a finding of discrimination after a due process hearing on the grounds or race, color, religion, national origin, gender, or disability against a recipient of funds, the recipient will forward a copy of the finding to the Office of Civil Rights, Office of Justice Programs.
l. Will provide an Equal Employment Opportunity Plan, if applicable, to the Department of Justice Office of Civil Rights within 60 days of grant award.
m. Will comply, and assure the compliance of all its subgrantees and contractors, with the nondiscrimination requirements and all other provisions of the current edition of the Office of Justice Programs Financial and Administrative Guide for Grants, M7100.1.

18. Will comply with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (42 U.S.C. § 4601 et seq. [P.L. 91-646]) which provides for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or Federally assisted programs. These requirements apply to all interested in real property acquired for project purposes regardless of Federal participation in purchases. Will also comply with Title 44 CFR, Part 25, Uniform Relocation Assistance and Real Property Acquisition for Federal and Federally-assisted programs.

19. Will comply, if applicable, with the flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is ten thousand dollars ($10,000) or more.

20. Will comply with all applicable Federal, State, and Local environmental and historical preservation (EHP) requirements. Failure to meet Federal, State, and Local EHP requirements and obtain applicable permits may jeopardize Federal funding. Will comply with all conditions placed on any project as the result of the EHP review; any change to the scope of work of a project will require reevaluation of compliance with these EHP requirements.

Initials: _____

21. Will comply with all provisions of DHS/FEMA's codified regulation 44, Part 10, Environmental Considerations.

22. Agrees not to undertake any project having the potential to impact the EHP resources without the prior written approval of DHS/FEMA/Cal EMA, including, but not limited to, ground disturbance, construction, modification to any structure, physical security enhancements, communications towers, any structure over 50 years old, and purchase and/or use of any sonar equipment. The subgrantee must comply with all conditions and restrictions placed on the project as a result of the EHP review. Any construction- related activities initiated without the necessary EHP review and approval will result in a noncompliance finding, and may not be eligible for reimbursement with DHS/FEMA/Cal EMA funding. Any change to the scope of work will require re-evaluation of compliance with the EHP. If ground-disturbing activities occur during the project implementation, the subgrantee must ensure monitoring of the disturbance. If any potential archeological resources are discovered, the subgrantee will immediately cease activity in that area and notify DHS/FEMA/Cal EMA and the appropriate State Historic Preservation Office.

23. Any construction activities that have been initiated prior to the full environmental and historic preservation review could result in non-compliance finding. grantees must complete the FEMA EHP Screening Form (OMB Number 1660-0115/FEMA Form 024-0-01) and submit it, with all supporting documentation, to the GPD EHP team at GPDEHPinfo@fema.dhs.gov for review.

24. Grantees should submit the FEMA EHP Screening Form for each project as soon as possible upon receiving their grant award. The Screening From for these types of projects is available at:
www.fema.gov/doc/government/grant/bulletins/info329_final_screening_memo.doc

25. Will ensure that the facilities under its ownership, lease or supervision, which shall be utilized in the accomplishment of this project, are not on the Environmental Protection Agency's (EPAs) List of Violating Facilities, and will notify Cal EMA and the Federal Grantor agency of the receipt of any communication from the Director of the EPA Office of Federal Activities indicating if a facility to be used in the project is under consideration for listing by the EPA.

26. Will provide any information requested by DHS/FEMA/Cal EMA to ensure compliance with applicable laws, including the following:
    a. Institution of environmental quality control measures under the Archaeological and Historic Preservation Act, Endangered Species Act, and Executive Orders on Floodplains (11988), and Environmental Justice (EO12898) and Environmental Quality (EO11514).
    b. Notification of violating facilities pursuant to EO 11738.
    c. Assurance of project consistency with the approved state management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§ 1451 et seq.).
    d. Conformity of Federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. § 7401 et seq.).

e. Protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended, (P.L. 93-523).
f. California Environmental Quality Act (CEQA). California Public Resources Code Sections 21080-21098. California Code of Regulations, Title 14, Chapter 3 Section 15000-15007.
g. Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§ 1271 et.seq.) related to protecting components or potential components of the national wild and scenic rivers system.
h. Applicable provisions of the Coastal Barrier Resources Act (P.L. 97-348) dated October 19, 1982 (16 USC 3501 et seq.) which prohibits the expenditure of most new Federal funds within the units of the Coastal Barrier Resources System.

27. Will comply with Standardized Emergency Management System (SEMS) requirements as stated in the California Emergency Services Act, Government Code, Chapter 7 of Division 1 of Title 2, Section 8607.1(e) and CCR Title 19, Sections 2445, 2446, 2447, and 2448.

28. Agrees that all publications created or published with funding under this grant shall prominently contain the following statement: *"This document was prepared under a grant from FEMA's Grant Programs Directorate, U.S. Department of Homeland Security. Points of view or opinions expressed in this document are those of the authors and do not necessarily represent the official position or policies of FEMA's Grant Programs Directorate or the U.S. Department of Homeland Security."* The recipient also agrees that, when practicable, any equipment purchased with grant funding shall be prominently marked as follows: *"Purchased with funds provided by the U.S. Department of Homeland Security."*

29. Acknowledges that DHS/FEMA reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish, or otherwise use, and authorize others to use, for Federal government purposes: a) the copyright in any work developed under an award or sub-award; and b) any rights of copyright to which a recipient or sub-recipient purchases ownership with Federal support.

30. The recipient agrees to consult with DHS/FEMA/Cal EMA regarding the allocation of any patent rights that arise from, or are purchased with, this funding and has requested through the State of California, Federal financial assistance to be used to perform eligible work approved in the submitted application for Federal assistance and after the receipt of Federal financial assistance, through the State of California, agrees to the following:

    a. Promptly return to the State of California all the funds received which exceed the approved, actual expenditures as accepted by the Federal or State government.
    b. In the event the approved amount of the grant is reduced, the reimbursement applicable to the amount of the reduction will be promptly refunded to the State of California.
    c. Property/equipment purchased under the HSGP reverts to Cal EMA if the grant funds are deobligated/disallowed and/or not promptly repaid.
    d. HSGP funds used for the improvement of real property must be promptly repaid following deobligation/disallowment of costs or Cal EMA reserves the right to place a lien on the property for the amount owed.

e. Separately account for interest earned on grant funds, and will return all interest earned, in excess of $100 per Federal Fiscal Year.

31. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S C. Sections 4728-4763) relating to prescribed standards for merit systems for programs funded under one of the nineteen statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).

32. Will comply with provisions of the Hatch Act (5 U.S.C. Sections 1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

33. Will comply, if applicable, with the Laboratory Animal Welfare Act of 1966 (P. L. 89-544, as amended, 7 U.S.C. 2131 et seq.) pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by this award of assistance.

34. Will comply with the minimum wage and maximum hour provisions of the Federal Fair Labor Standards Act (29 U.S.C. 201), as they apply to employees of institutions of higher education, hospitals, and other non-profit organizations.

35. Agrees that "Classified national security information," as defined in Executive Order (EO) 12958, as amended, means information that has been determined pursuant to EO 12958 or any predecessor order to require protection against unauthorized disclosure and is marked to indicate its classified status when in documentary form.. No funding under this award shall be used to support a contract, subaward, or other agreement for goods or services that will include access to classified national security information if the award recipient has not been approved for and has access to such information.

36. Agrees that where an award recipient has been approved for and has access to classified national security information, no funding under this award shall be used to support a contract, subaward, or other agreement for goods or services that will include access to classified national security information by the contractor, subawardee, or other entity without prior written approval from the DHS Office of Security, Industrial Security Program Branch (ISPB), or, an appropriate official within the Federal department or agency with whom the classified effort will be performed. Such contracts, subawards, or other agreements shall be processed and administered in accordance with the DHS "Standard Operating Procedures, Classified Contracting by States and Local Entities," dated July 7, 2008; EOs 12829, 12958, 12968, as amended; the National Industrial Security Program Operating Manual (NISPOM); and/or other applicable implementing directives or instructions. All security requirement documents are located at: http://www.dhs.gov/xopnbiz/grants/index.shtm

37. Immediately upon determination by the award recipient that funding under this award will be used to support such a contract, subaward, or other agreement, and prior to execution of any actions to facilitate the acquisition of such a contract, subaward, or other agreement, the award recipient shall contact ISPB, or the applicable Federal department or agency, for approval and processing instructions.

DHS Office of Security ISPB contact information:
Telephone: 202-447-5346
Email: DD254AdministrativeSecurity@dhs.gov
Mail: Department of Homeland Security
Office of the Chief Security Officer
ATTN: ASD/Industrial Security Program Branch
Washington, D.C. 20528

38. Agrees with the requirements regarding Data Universal Numbering System (DUNS) Numbers, meaning if recipients are authorized to make subawards under this award, they must notify potential sub-recipients that no entity (see definition in paragraph C of this award term) may receive or make a subaward to any entity unless the entity has provided its DUNS number. For purposes of this award term, the following definitions will apply:

    a. "Data Universal Numbering System (DUNS)" number means the nine digit number established and assigned by Dun and Bradstreet, Inc. (D&B) to uniquely identify business entities. A DUNS number may be obtained from D&B by telephone (currently 866-705-5711) or the Internet, currently at http://fedgov.dnb.com/webform
    b. "Entity", as it is used in this award term, means all of the following, as defined at 2 CFR part 25, subpart C, as a Governmental organization, which is a State, local government, or Indian Tribe; or a foreign public entity; or a domestic or foreign nonprofit organization; or a domestic or foreign for-profit organization; or a Federal agency, but only as a sub recipient under an award or subaward to a non-Federal entity.
    c. "Subaward" means a legal instrument to provide support for the performance of any portion of the substantive project or program for which you received this award and that you as the recipient award to an eligible sub-recipient. It does not include your procurement of property and services needed to carry out the project or program (for further explanation, see Sec. 210 of the attachment to OMB Circular A-133, "Audits of States, Local Governments, and Non-Profit Organizations") and may be provided through any legal agreement, including an agreement that you consider a contract.
    d. "Sub-recipient" means an entity that receives a subaward from you under this award; and is accountable to you for the use of the Federal funds provided by the subaward.

39. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. Section 276a to 276a-7), the Copeland Act (40 U.S.C. Section 276c and 18 U.S.C. Sections 874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. Sections 327-333), regarding labor standards for Federally-assisted construction sub-agreements.

40. Agrees that:
    a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any Federal grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal grant or cooperative agreement.

b. If any other funds than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or an employee of Congress, or employee of a Member of Congress in connection with the Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.
c. The undersigned shall require that the language of this certification be included in the award documents for all sub awards at all tiers including subgrants, contracts under grants and cooperative agreements, and subcontract(s) and that all sub recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

41. Agrees that funds awarded under this grant will be used to supplement existing funds for program activities, and will not supplant (replace) non-Federal funds.

42. Agrees that equipment acquired or obtained with grant funds:
    a. Will be made available pursuant to applicable terms of the California Disaster and Civil Defense Master Mutual Aid Agreement in consultation with representatives of the various fire, emergency medical, hazardous materials response services, and law enforcement agencies within the jurisdiction of the applicant, and deployed with personnel trained in the use of such equipment in a manner consistent with the California Law Enforcement Mutual Aid Plan or the California Fire Services and Rescue Mutual Aid Plan.
    b. Is consistent with needs as identified in the State Homeland Security Strategy and will be deployed in conformance with that Strategy.

43. Will comply with all applicable Federal statutes, regulations, policies, guidelines and requirements, including OMB Circulars A102 and A-133, E.O. 12372 and the current Administrative Requirements, Cost Principles, and Audit Requirements.

44. Will comply with all provisions of 2 CFR, including: Part 215 Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations (OMB Circular A-110); Part 225 Cost Principles for State, Local and Indian Tribal Governments (OMB Circular A-87); Part 220 Cost Principles for Educational Institutions (OMB Circular A-21); Part 230 Cost Principles for Non-Profit Organizations (OMB Circular A-122).

45. Will comply with Subtitle A, Title II of the Americans with Disabilities Act (ADA) 1990.

46. Agrees to cooperate with any assessments, national evaluation efforts, or information or data collection requests, including, but not limited to, the provision of any information required for the assessment or evaluation of any activities within this agreement.

47. Will comply with Federal Acquisition Regulations (FAR), part 31.2 Contract Cost Principles and Procedures, Contracts with Commercial Organizations.

48. Will comply with the financial and administrative requirements set forth in the current edition of the DHS Financial Management Guide.

49. Agrees that all allocations and use of funds under this grant will be in accordance with the FY 2012 Homeland Security Grant Program Funding Opportunity Announcement, and the California Supplement to the FY 2012 Homeland Security Grant Program Funding Opportunity Announcement. All allocations and use of funds under this grant will be in accordance with the Allocations, and use of grant funding must support the goals and objectives included in the State and/or Urban Area Homeland Security Strategies as well as the investments identified in the Investment Justifications which were submitted as part of the California FY2012 Homeland Security Grant Program application. Further, use of FY12 funds is limited to those investments included in the California FY12 Investment Justifications submitted to DHS/FEMA/Cal EMA and evaluated through the peer review process.

50. Will not make any award or permit any award (subgrant or contract) to any party which is debarred or suspended or is otherwise excluded from or ineligible for participation in Federal assistance programs under Executive Order 12549 and 12689, "Debarment and Suspension". As required by Executive Order 12549, Debarment and Suspension, and implemented at 44 CFR Part 17, for prospective participants in primary covered transactions, the applicant certifies that it and its principals:
    a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of Federal benefits by a State or Federal court, or voluntarily excluded from covered transactions by any Federal department or agency.
    b. Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.
    c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and have not within a three-year period preceding this application had one or more public transactions (Federal, State, or local) terminated for cause or default; and
    d. Where the applicant is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this application.

51. Will comply with all applicable requirements of all other Federal and State laws, executive orders, regulations, program and administrative requirements, policies and any other requirements governing this program.

Initials: _____

52. Will comply with the administrative requirements that apply to most DHS award recipients through a grant or cooperative agreement arise from two sources: - Office of Management and Budget (OMB) Circular A-102, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments (also known as the "A-102 Common Rule"), found under FEMA regulations at Title 44, Code of Federal Regulations (CFR) Part 13, "Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments." - OMB Circular A-110, Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations, relocated to 2 CFR Part 215. The requirements for allowable costs/cost principles are contained in the A-102 Common Rule, OMB Circular A-110 (2 CFR § 215.27), DHS program legislation, Federal awarding agency regulations, and the terms and conditions of the award. The four costs principles circulars are as follows: - OMB Circular A-21, Cost Principles for Educational Institutions, relocated to 2 CFR Part 220. - OMB Circular A-87, Cost Principles for State, Local, and Indian Tribal Governments, relocated to 2 CFR Part 225. - OMB Circular A-122, Cost Principles for Non-Profit Organizations, relocated to 2 CFR Part 230. – OMB Circular A-133, Audits of States, Local Governments and Non-Profit Organizations.

53. Will acknowledge, agree, and require any sub-recipients, contractors, successors, transferees, and assignees acknowledge and agree-to comply with applicable provisions governing DHS access to records, accounts, documents, information, facilities, and staff.

    a. Recipients must cooperate with any compliance review or complaint investigation conducted by DHS and/or Cal EMA.
    b. Recipients must give DHS/Cal EMA access to and the right to examine and copy records, accounts, and other documents and sources of information related to the grant and permit access to facilities, personnel, and other individuals and information as may be necessary, as required by DHS/Cal EMA regulations and other applicable laws or program guidance.
    c. Recipients must submit timely, complete, and accurate reports to the appropriate DHS/Cal EMA officials and maintain appropriate backup documentation to support the reports.
    d. Recipients must comply with all other special reporting, data collection, and evaluation requirements, as prescribed by law or detailed in program guidance.
    e. If, during the past three years, the recipient has been accused of discrimination on the grounds of race, color, national origin (including limited English proficiency), sex, age, disability, religion, or familial status, the recipient must provide a list of all such proceedings, pending or completed, including outcome and copies of settlement agreements to the DHS/Cal EMA awarding office and the DHS Office of Civil Rights and Civil Liberties.
    f. In the event any court or administrative agency makes a finding of discrimination on grounds of race, color, national origin (including limited English proficiency), sex, age, disability, religion, or familial status against the recipient, or the recipient settles a case or matter alleging such discrimination, recipients must forward a copy of the complaint and findings to the DHS Component and/or awarding office. The United States has the right to seek judicial enforcement of these obligations.

54. Agrees that none of the funds provided under an award may be expended by the recipient to pay any person to influence, or attempt to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any Federal action concerning the award or renewal of any Federal contract, grant, loan, cooperative agreement. These lobbying prohibitions can be found at 31 U.S.C. § 1352.

55. Will comply with requirements to acknowledge Federal funding when issuing statements, press releases, requests for proposals, bid invitations, and other documents describing projects or programs funded in whole or in part with Federal funds.

56. Will comply with requirements that publications or other exercise of copyright for any work first produced under Federal financial assistance awards hereto related unless the work includes any information that is otherwise controlled by the Government (e.g., classified information or other information subject to national security or export control laws or regulations). For any scientific, technical, or other copyright work based on or containing data first produced under this award, including those works published in academic, technical or professional journals, symposia proceedings, or similar works, the recipient grants the Government a royalty-free, nonexclusive and irrevocable license to reproduce, display, distribute copies, perform, disseminate, or prepare derivative works, and to authorize others to do so, for Government purposes in all such copyrighted works. The recipient shall affix the applicable copyright notices of 17 U.S.C. § 401 or 402 and an acknowledgement of Government sponsorship (including award number) to any work first produced under an award.

57. Will obtain DHS's approval prior to using the DHS seal(s), logos, crests or reproductions of flags or likenesses of DHS agency officials, including use of the United States Coast Guard seal, logo, crests or reproductions of flags or likenesses of Coast Guard officials.

58. Will comply with the requirements that project activities carried on outside the United States are coordinated as necessary with appropriate government authorities and that appropriate licenses, permits, or approvals are obtained.

59. Will comply with the requirements of the Preference for U.S. Flag Air Carriers: Travel supported by U.S. Government funds requirement, which states preference for the use of U.S. flag air carriers (air carriers holding certificates under 49 U.S.C. § 41102) for international air transportation of people and property to the extent that such service is available, in accordance with the International Air Transportation Fair Competitive Practices Act of 1974 (49 U.S.C. § 40118) and the interpretative guidelines issued by the Comptroller General of the United States in the March 31, 1981, amendment to Comptroller General Decision B138942.

60. Will comply with the requirements of the Drug-Free Workplace Act of 1988 (41 U.S.C. § 701 et seq.), which requires that all organizations receiving grants from any Federal agency agree to maintain a drug-free workplace. The recipient must notify the awarding office if an employee of the recipient is convicted of violating a criminal drug statute. Failure to comply with these requirements may be cause for debarment. These regulations are codified at 2 CFR 3001.

61. Will comply with the requirements of the government-wide award term which implements Section 106(g) of the Trafficking Victims Protection Act (TVPA) of 2000, as amended (22 U.S.C. § 7104), located at 2 CFR Part 175. This is implemented in accordance with OMB Interim Final Guidance, Federal Register, Volume 72, No. 218, November 13, 2007.In accordance with Section 106(g) of the TVPA, as amended, requires the agency to include a condition that authorizes the agency to terminate the award, without penalty, if the recipient or a sub-recipient engages in severe forms of trafficking in persons during the period of time that the award is in effect, procures a commercial sex act during the period of time that the award is in effect; or uses forced labor in the performance of the award or subawards under the award. Full text of the award term is provided at 2 CFR § 175.15.
62. Will comply with the requirements of Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq.), which provides that no person in the United States will, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.

63. Will comply with Title VIII of the Civil Rights Act of 1968, which prohibits recipients from discriminating in the sale, rental, financing, and advertising of dwellings, or in the provision of services in connection therewith, on the basis of race, color, national origin, religion, disability, familial status, and sex (42 U.S.C.§ 3601 et seq.), as implemented by the Department of Housing and Urban Development at 24 CFR Part 100. The prohibition on disability discrimination includes the requirement that new multifamily housing with four or more dwelling units-i.e., the public and common use areas and individual apartment units (all units in buildings with elevators and ground-floor units in buildings without elevators)-be designed and constructed with certain accessible features (see 24 CFR § 100.201).

64. Will comply with the requirements of Titles I, II, and III of the Americans with Disabilities Act, which prohibits recipients from discriminating on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12101-12213).

65. Will comply with the requirements of the Age Discrimination Act of 1975 (42 U.S.C. § 6101 et seq.), which prohibits discrimination on the basis of age in any program or activity receiving Federal financial assistance.

66. Will comply with the requirements of Title IX of the Education Amendments of 1972 (20 U.S.C. § 1681 et seq.), which provides that no person in the United States will, on the basis of sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any educational program or activity receiving Federal financial assistance. These regulations are codified at 44 CFR Part 19.

67. Will comply with the requirements of Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin and resulting agency guidance, national origin discrimination includes discrimination on the basis of limited English proficiency (LEP). To ensure compliance with Title VI, recipients must take reasonable steps to ensure that LEP persons have meaningful access to your programs. Meaningful access may entail providing language assistance services, including oral and written translation, where necessary. Recipients

are encouraged to consider the need for language services for LEP persons served or encountered both in developing budgets and in conducting programs and activities. For assistance and information regarding LEP obligations, go to http://www.lep.gov.

68. Will comply with the requirements of 42 U.S.C. § 7401 et seq. and Executive Order 11738, which provides for the protection and enhancement of the quality of the nation's air resources to promote public health and welfare and for restoring and maintaining the chemical, physical, and biological integrity of the nation's waters is considered research for other purposes.

69. Will comply with the requirements of the Federal regulations at 45 CFR Part 46 and the requirements in DHS Management Directive 026-04, Protection of Human Subjects, prior to implementing any work with human subjects. The regulations specify additional protections for research involving human fetuses, pregnant women, and neonates (Subpart B); prisoners (Subpart C); and children (Subpart D). The use of autopsy materials is governed by applicable State and local law and is not directly regulated by 45 CFR Part 46.

70. Will comply with the requirements of the National Environmental Policy Act (NEPA), as amended, 42 U.S.C. § 4331 et seq., which establishes national policy goals and procedures to protect and enhance the environment, including protection against natural disasters. To comply with NEPA for its grant-supported activities, DHS requires the environmental aspects of construction grants (and certain non-construction projects as specified by the Component and awarding office) to be reviewed and evaluated before final action on the application.

71. Will comply with the requirements of Section 1306(c) of the National Flood Insurance Act, as amended, which provides for benefit payments under the Standard Flood Insurance Policy for demolition or relocation of a structure insured under the Act that is located along the shore of a lake or other body of water and that is certified by an appropriate State or local land use authority to be subject to imminent collapse or subsidence as a result of erosion or undermining caused by waves or currents of water exceeding anticipated cyclical levels. These regulations are codified at 44 CFR Part 63.

72. Will comply with the requirements of the Flood Disaster Protection Act of 1973, as amended (42 U.S.C. § 4001 et seq.), which provides that no Federal financial assistance to acquire, modernize, or construct property may be provided in identified flood-prone communities in the United States, unless the community participates in the National Flood Insurance Program and flood insurance is purchased within one year of the identification. The flood insurance purchase requirement applies to both public and private applicants for DHS support. Lists of flood-prone areas that are eligible for flood insurance are published in the Federal Register by FEMA.

73. Will comply with the requirements of Executive Order 11990, which provides that federally funded construction and improvements minimize the destruction, loss, or degradation of wetlands. The Executive Order provides that, in furtherance of Section 101(b)(3) of NEPA (42 U.S.C. § 4331(b)(3)), Federal agencies, to the extent permitted by law, must avoid undertaking or assisting with new construction located in wetlands unless the head of the agency finds that there is no practicable alternative to such construction, and that the

proposed action includes all practicable measures to minimize harm to wetlands that may result from such use. In making this finding, the head of the agency may take into account economic, environmental, and other pertinent factors. The public disclosure requirement described above also pertains to early public review of any plans or proposals for new construction in wetlands. This is codified at 44 CFR Part 9.

74. Will comply with the requirements of the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act (USA PATRIOT Act), which amends 18 U.S.C. §§ 175-175c. Among other things, it prescribes criminal penalties for possession of any biological agent, toxin, or delivery system of a type or in a quantity that is not reasonably justified by a prophylactic, protective, bona fide research, or other peaceful purpose. The act also establishes restrictions on access to specified materials. "Restricted persons," as defined by the act, may not possess, ship, transport, or receive any biological agent or toxin that is listed as a select agent.

75. Understands the reporting of subawards and executive compensation rules, including first tier subawards to Cal EMA.
    a. Applicability. Unless you are exempt as provided in paragraph d. of this award term, you must report each action that obligates $25,000 or more in Federal funds that does not include Recovery funds (as defined in section 1512(a)(2) of the American Recovery and Reinvestment Act of 2009,
    b. Where and when to report: you must report on each obligating action described in the following paragraphs to Cal EMA. For subaward information, report no later than the end of the month following the month in which the obligation was made. (For example, if the obligation was made on November 7, 2011, the obligation must be reported by no later than December 31, 2011.)
    c. What to report: You must report the information about each obligating action that the submission instructions posted in Information Bulletin 350, to Cal EMA. To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at http://www.sec.gov/answers/execomp.htm. Subgrantees must report sub-recipient executive total compensation to Cal EMA by the end of the month following the month during which you make the subaward. Exemptions include: If, in the previous tax year, you had gross income, from all sources, under $300,000, you are exempt from the requirements to report on subawards, and the total compensation of the five most highly compensated executives of any sub-recipient.
    d. Reporting Total Compensation of Recipient Executives: You must report total compensation for each of your five most highly compensated executives for the preceding completed fiscal year, if
        i. The total Federal funding authorized to date under this award is $25,000 or more;
        ii. In the preceding fiscal year, you received 80 percent or more of your annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards); and $25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards); and

iii. The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at http://www.sec.gov/answers/execomp.htm.)

iv. Sub-recipient Executives. Unless you are exempt as provided above, for each first-tier sub-recipient under this award, you shall report the names and total compensation of each of the sub-recipient's five most highly compensated executives for the sub-recipient's preceding completed fiscal year, if in the sub-recipient's preceding fiscal year, the sub-recipient received 80 percent or more of its annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards); and $25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts), and Federal financial assistance subject to the Transparency Act (and subawards); and the public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986.

76. Understands that failure to comply with any of the above assurances may result in suspension, termination, or reduction of grant funds.

The undersigned represents that he/she is authorized by SAN MATEO to execute these Grant Assurances for and on behalf of SAN MATEO.

Signature of Authorized Agent: _____

Printed Name of Authorized Agent: Mark Wyss

Title: Captain Date: _____

Initials: _____

Appendix C -- Form of Reimbursement Request

REIMBURSEMENT REQUEST

_____, 2013

UASI Management Team
711 Van Ness Avenue, Suite 420
San Francisco, CA 94102

Re: FY 12 UASI Grant Reimbursement Request

Pursuant to Section 3.10 of the "Agreement between the City and County of San Francisco and the County of SAN MATEO for the Distribution of FY 2012 UASI Grant Funds" (the "Agreement"), dated DECEMBER 1, 2012, between the County of SAN MATEO ("SAN MATEO") and the City and County of San Francisco, SAN MATEO hereby requests reimbursement as follows:

Total Amount of Reimbursement Requested in this Request:	$_____
Maximum Amount of Funds Specified in Section 3.2 of the Agreement:	$_____
Total of All Funds Disbursed Prior to this Request:	$_____

SAN MATEO certifies that:

(a) The total amount of funds requested pursuant to this Funding Request will be used to reimburse SAN MATEO for Authorized Expenditures, which expenditures are set forth on the attached Schedule 1, to which are attached true and correct copies of all required documentation of such expenditures.

(b) After giving effect to the disbursement requested pursuant to this Reimbursement Request, the Funds disbursed as of the date of this disbursement will not exceed the maximum amount set forth in Section 3.2 of the Agreement, or the not to exceed amounts specified in Appendix A for specific projects and programs.

(c) The representations, warranties and certifications made in the Agreement are true and correct in all material respects as if made on the date hereof, and SAN MATEO is in compliance with all Grant Assurances in Appendix B of the Agreement;

(d) No Event of Default has occurred and is continuing; and

(e) The undersigned is an officer of SAN MATEO authorized to execute this Reimbursement Request on behalf of SAN MATEO.

Signature of Authorized Agent: _____

Printed Name of Authorized Agent: _____

Title: _____ Date: _____

SCHEDULE 1 TO REQUEST FOR REIMBURSEMENT

The following is an itemized list of Authorized Expenditures for which reimbursement is requested:

Project	Payee	Amount	Description

The following are attached as part of this Schedule 1:

(i) An invoice for each item of expenditure for which reimbursement is requested;

(ii) The front and the back of canceled checks or other written evidence documenting the payment of each invoice;

(iii) For expenditures which are wages or salaries, payroll registers containing a detailed breakdown of earnings and withholdings, together with both sides of canceled payroll checks evidencing payment thereof (unless payment has been made electronically).

(iv) Copies of purchase orders and contracts, as applicable.

COUNTY OF SAN MATEO
APPROPRIATION TRANSFER REQUEST

REQUEST NO. ATR13 010

DEPARTMENT: SHERIFF'S OFFICE | DATE:

1. REQUEST TRANSFER OF APPROPRIATIONS AS LISTED BELOW:

	CODES FUND OR ORG.	CODES ACCOUNT	AMOUNT	DESCRIPTION
From	30574	1943	$1,810,020.00	Federal UASI Grant - Unanticipated Revenue
To	30574	4128	$113,333.00	Misc Salaries and Benefits
	30574	5875	$1,036,483.00	Contracts
	30574	7311	$660,204.00	Fixed Assets

Justification. (Attach Memo if Necessary)

Recognizing unanticipated revenue and appropriating expenditures for the FY12 UASI Grant.

DEPARTMENT HEAD BY: [signature] DATE 1/8/13

2. ☐ Board Action Required ☒ Four-Fifths Vote Required ☐ Board Action Not Required

Remarks:

COUNTY CONTROLLER BY: [signature] DATE 1/9/13

TA 1/9/13

3. ☐ Approve as Requested ☐ Approve as Revised ☐ Disapprove

Remarks:

COUNTY MANAGER BY: [signature] DATE 1-16-13

DO NOT WRITE BELOW THIS LINE — FOR BOARD OF SUPERVISORS' USE ONLY

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

RESOLUTION TRANSFERRING FUNDS

RESOLUTION NO. _____

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

WHEREAS, the Department hereinabove named in the Request for Appropriation, Allotment or Transfer of Funds has requested the transfer of certain funds as described in said Request; and

WHEREAS, the County Controller has approved said Request as to accounting and available balances, and the County Manager has recommended the transfer of funds as set forth hereinabove:

NOW, THEREFORE, IT IS HEREBY ORDERED AND DETERMINED that the recommendations of the County Manager be approved and that the transfer of funds as set forth in said Request be effected.

Regularly passed and adopted this _____ day of _____, 19____.

Ayes and in favor of said resolution:

Supervisors: _____

Noes and against said resolution:

Supervisors: _____

Absent Supervisors: _____

ATTEST:

_____
Clerk of Said Board

_____
CHAIRMAN, BOARD OF SUPERVISORS
COUNTY OF SAN MATEO

DISTRIBUTION:
WHITE — BOARD OF SUPERVISORS
GREEN — CONTROLLER
CANARY — COUNTY MANAGER
PINK — DEPARTMENT
GOLDENROD — TREASURER

C4—1/77

2920-2

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

Date: December 7, 2012
Board Meeting Date: January 29, 2013
Special Notice / Hearing: None
Vote Required: Majority

To: Honorable Board of Supervisors

From: Greg Munks, Sheriff

Subject: FY 2012 Grants to Encourage Arrest Policies and Enforcement of Protection Orders Program

RECOMMENDATION:
Adopt a Resolution accepting the FY 2012 Grants to Encourage Arrest Policies and Enforcement of Protection Orders Program for the term of October 1, 2012 through September 30, 2014, in the amount of $650,000.

BACKGROUND:
The FY 2012 Grants to Encourage Arrest Policies and Enforcement of Protection Orders Program through the US Department of Justice, recognizes that sexual assault, domestic violence, dating violence, and stalking are crimes that require the criminal justice system to hold offenders accountable for their actions through investigations, arrest and persecution of violent offenders, and through close judicial scrutiny and management of offender behavior.

In 2010, the Sheriff's Office received a grant award from the Community-Defined Solutions to Violence Against Women Program (now referred to as the Grants to Encourage Arrest Policies and Enforcement of Protection Orders Program) in the amount of $675,000. The funding helped establish the San Mateo County Domestic Violence Firearms Compliance and Legal Advocacy Program. The program, the only one if its kind in the surrounding counties, serves to increase victim safety and offender accountability through firearms compliance and provide legal advocacy services to victims in the County. Through the collaboration of the Sheriff's Office, Community Overcoming Relationship Abuse (CORA), Bay Area Legal Aid, and the Legal Aid Society of San Mateo County, the Domestic Violence Firearms Compliance and Legal Advocacy Program: 1) systematically and fully enforces California gun laws pertaining to restrained persons; 2) improves the seamlessness of the continuum of services; 3) strengthens legal advocacy for each victim by providing early and continuing

information, advocacy and support; and 4) increases batterer accountability by enhancing opportunities for reporting and prosecuting domestic violence crimes.

DISCUSSION:
The Sheriff's Office, in collaboration with Community Overcoming Relationship Abuse (CORA), Bay Area Legal Aid and the Legal Aid Society of San Mateo County, will use the FY 2012 Grants to Encourage Arrest Policies and Enforcement of Protection Orders Program continuation award to sustain the Domestic Violence Firearms Compliance and Legal Advocacy Program. The funding will continue to: 1) support one full-time Sheriff's Detective to staff and continue the efforts of the Domestic Violence Firearms Compliance Unit; 2) support one Victim Liaison to attend civil Domestic Violence Court and assist victims at the Domestic Violence Restraining Order Clinic; 3) support a Domestic Violence Attorney and Pro Bono Attorney Coordinator to represent victims of domestic violence at their civil restraining order hearings; and 4) provide training to law enforcement agencies on the law and procedures for the service of court orders upon restrained parties.

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

Acceptance of this award contributes to the Shared Vision 2025 of a Health Community by ensuring victim safety and offender accountability.

PERFORMANCE MEASURES:

Measures	FY 2011-12 Actual	FY 2012-13 Projected
Number of seized and/or surrendered firearms from restrained parties	250	125
Number of restraining orders received / reviewed by the Sheriff's Detective assigned to the Domestic Violence Firearms Compliance Unit	877	738

FISCAL IMPACT:
The FY 2012 Grant to Encourage Arrest Policies and Enforcement of Protection Orders Program continuation award in the amount of $650,000 is for a two year period commencing October 1, 2012 through September 30, 2014. The grant does not require any matching County funds. The award 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 ACCEPTING THE FY 2012 GRANTS TO ENCOURAGE ARREST POLICIES AND ENFORCEMENT OF PROTECTIONS ORDERS PROGRAM FOR THE TERM OF OCTOBER 1, 2012 THROUGH SEPTEMBER 30,2014, IN THE AMOUNT OF $650,000

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

WHEREAS, in 2010, the Sheriff's Office received a grant award in the amount of $675,000 from the Community-Defined Solutions to Violence Against Women Program (now referred to as the Grants to Encourage Arrest Policies and Enforcement of Protection Orders); and

WHEREAS, the Grants to Encourage Arrest Policies and Enforcement of Protection Orders Program, through the US Department of Justice, enhances victim safety and offender accountability in cases of domestic violence, dating violence, sexual assault and stalking by encouraging jurisdictions to implement pre-arrest policies as an effective intervention that is part of a coordinated community response; and

WHEREAS, the Sheriff's Office applied for and has been awarded continuation funding from the FY 2012 Grants to Encourage Arrest Policies and Enforcement of Protection Orders Program; and

WHEREAS, the funding will sustain the Domestic Violence Firearms

Compliance and Legal Advocacy Program; and

WHEREAS, funding will support one Sheriff's Detective, one Victim Liaison, a Domestic Violence Attorney and Pro Bono Attorney Coordinator, and provide training to law enforcement agencies on the laws and procedures for the service of court orders upon restrained persons; and

NOW THEREFORE, IT IS HEREBY DETERMINED AND ORDERED that the Board of Supervisors, on behalf of the County of San Mateo, hereby accepts the FY 2012 Grants to Encourage Arrest Policies and Enforcement of Protection Orders Program award.

* * * * * *

COUNTY OF SAN MATEO
Inter-Departmental Correspondence
Treasurer-Tax Collector

Date: December 11, 2012
Board Meeting Date: January 29, 2013
Special Notice / Hearing: None
Vote Required: Majority

To: Honorable Board of Supervisors

From: Sandie Arnott, Treasurer-Tax Collector
Girdie Bernard, Revenue Services Manager

Subject: Agreement with RevQ - a Columbia Ultimate Company to Print and Mail Collection Notices

RECOMMENDATION:
Adopt a Resolution waving the Request for Proposals Process and authorizing an agreement with RevQ - a Columbia Ultimate Company to provide bill/invoice printing and mailing of collection notices for the term of March 1, 2013 through February 29, 2016, in an amount not to exceed $750,000

BACKGROUND:
The Revenue Services Division of the Treasurer-Tax Collector's Office recovers funds due to the County from individuals for the Courts, San Mateo County Medical Center, the Human Services Agency, the Probation Department, the Sheriff's Office, and various other County Agencies. As part of the collection effort, the organization mails out approximately 200,000 collection notices annually on outstanding debts owed to the County.

DISCUSSION:
This agreement with RevQ will provide bill/invoice printing and mailing services for accounts identified by the County. RevQ will also provide an in-house technical service department which is available 8:00 AM to 5:00 PM, Monday through Friday, with turnaround times that must be 24 hours or less. We are recommending that this agreement be approved for the time period March 1, 2013 through February 29, 2016 with an amount not to exceed $750,000.

It is in the County's best interest to waive the RFP process since RevQ – a Columbia Ultimate Company has been providing this type of service to our division for several years. The Immedia Software is a feature of the RevQ proprietary collection software that is being used by our Revenue Services Division. The use of this feature has shown

that it is more cost-effective and efficient to utilize this vendor for these mailing services then other contractors due to the ability to transmit data electronically between the County's database and the vendor's mailing system. The material costs for envelopes, paper, printing, folding, inserting, and sorting are competitive with other agencies. This feature enables us to obtain postage discounts while meeting all postal requirements. In addition, the integration of this feature with our existing collection software allows us to maintain a history of all outgoing correspondence.

County Counsel has reviewed and approved the agreement and Resolution as to form. The contractor meets the County's insurance requirements, but a waiver of the Contractor Employee Jury Service Ordinance is requested since the contractor is located in Vancouver, Washington and have no employees that live in San Mateo County.

Approval of this Resolution will contribute to the Shared Vision 2025 outcome of a Collaborative Community by allowing Revenue Services to continue using cost-effective and efficient mailing services to support County departments in their effort to recover revenues due to the County.

PERFORMANCE MEASURE:

Measure	FY 2011-12 Actual	FY 2012-12 Projected
Percent of debtors contacted within five days of receipt	**100%**	**100%**

FISCAL IMPACT:

The amount of the contract will not exceed $250,000 per fiscal year. The cost of the contract for the three year term will remain flat and be fully offset with revenue collected There is no impact to the Net County Cost. Appropriation for the first year of this contract has been included in the FY 2012-13 Adopted Budget. Similar arrangements will be made in future years.

RESOLUTION NO. _____

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

* * * * * *

RESOLUTION WAVING THE REQUEST FOR PROPOSALS PROCESS AND AUTHORIZING AN AGREEMENT WITH REVQ - A COLUMBIA ULTIMATE COMPANY TO PROVIDE BILL/INVOICE PRINTING AND MAILING OF COLLECTION NOTICES FOR THE TERM OF MARCH 1, 2013 THROUGH FEBRUARY 29, 2016, IN AN AMOUNT NOT TO EXCEED $750,000

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

WHEREAS, Ordinance Code Section 2.83.170 authorizes the Board of Supervisors to waive the Request for Proposals process in any situation where the Board of Supervisors determines that the best interest of the County could be served without the necessity of proposals; and

WHEREAS, it is in the County's best interest to waive the RFP process due to the fact that the Immedia Software is a feature of the RevQ proprietary collection software that is used by the County's Revenue Services Division. The use of this feature has shown that it is more cost-effective and efficient to utilize this vendor for these mailing services and uses the ability to transmit data electronically between the County's database and the vendor's mailing system. The integration of this feature with our existing collection software allows Revenue Services to maintain a history of all outgoing correspondence ; and

WHEREAS, this Board has determined that it is in the best interest of the

County to waive the Request for Proposals process; and

WHEREAS, the Agreement with RevQ will provide bill/invoice printing and mailing services for accounts identified by the County. RevQ will also provide an in-house technical service department which is available 8:00 AM to 5:00 PM, Monday through Friday, with turnaround times that must be 24 hours or less. ; and

WHEREAS, the term of the Agreement is March 1, 2013 through February 29 2016 in an amount not to exceed $750,000; and

NOW THEREFORE, IT IS HEREBY DETERMINED AND ORDERED that the Request for Proposals process is hereby waived.

BE IT FURTHER RESOLVED that the President of this Board of Supervisors is hereby 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.

* * * * * *

AGREEMENT BETWEEN THE COUNTY OF SAN MATEO AND
RevQ – A Columbia Ultimate Company

THIS AGREEMENT, entered into this 1st day of March, 2012, by and between the COUNTY OF SAN MATEO, hereinafter called "County," and RevQ – A Columbia Ultimate Company, 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, it is necessary and desirable that Contractor be retained for the purpose of Revenue Services bill/invoice printing and mailing of collection notices using their Immedia program.

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 seven hundred fifty thousand dollars, $750.000.

4. Term and Termination

Subject to compliance with all terms and conditions, the term of this Agreement shall be from March 1, 2013 through February 29, 2016.

This Agreement may be terminated by Contractor, the Treasurer-Tax Collector or his/her 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, including but not limited to that caused by the concurrent active or passive negligence of County, its officers, agents, employees, or servants, resulting from the performance of any work required of Contractor or payments made pursuant to this Agreement, provided that this shall not apply to injuries or damage for which County has been found in a court of competent jurisdiction to be solely liable by reason of its own negligence or willful misconduct.

The duty of Contractor to indemnify and save harmless as set forth herein, shall include the duty to defend as set forth in Section 2778 of the California Civil Code.

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.

(1) **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.

(2) **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:

(a)	Comprehensive General Liability	$1,000,000
(b)	Motor Vehicle Liability Insurance	$1,000,000
(c)	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.

F. 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. <u>Compliance with Contractor Employee Jury Service Ordinance</u>

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. <u>Retention of Records, Right to Monitor and Audit</u>

(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 Sates 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
Revenue Services Division
Attn: Girdie Bernard
455 County Center, 1st Floor
Redwood City, CA 94063

In the case of Contractor, to:
RevQ – A Columbia Ultimate Company
Attn: Doug Gillespie
4400 NE 77th Ave, Suite 100
Vancouver, WA 98662

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

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

Date:_____

ATTEST:

By:_____
Clerk of Said Board

Rev Q – A Columbia Ultimate Company

_____
Contractor's Signature

Date: January 9, 2013

ATTACHMENT

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.

Kimberly Turner
Name of 504 Person - Type or Print

Rev Q
Name of Contractor(s) - Type or Print

4400 NE 77th Ave Ste 100
Street Address or P.O. Box

Vancouver, WA 98662
City, State, Zip Code

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

Signature

Compliance Officer
Title of Authorized Official

January 9, 2013
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."

Exhibit “A”

In consideration of the payments set forth in Exhibit “B”, Contractor shall provide the following services:

Contractor will provide invoice printing and mailing services for the County on accounts identified by the County

Specific service requirements of Contractor include:

1. Must maintain in-house technical service department which is available 8:00AM to 5:00 PM Monday through Friday,
2. Must maintain access to print facilities with multiple sites,
3. Turnaround time must by 24 hours or less,
4. Receive and send all account information in EDI format,
5. Access NCOAA address database and update County Revenue Services Collection system. County uses Columbia Ultimate Business System software,
6. Print tear-off coupons,
7. The mailing must go out using the lowest possible 1st class pre-sort rate,
8. Put address of debtor in barcode on envelope,
9. Meet all U.S. Postal requirements in regards to mailing address and return regulations,
10. Include logos in the letter templates,
11. Translate debtor identification and amount due into OCR or barcode in the letter,
12. RevQ – a Columbia Ultimate Company agrees to provide County with Acollaid services at Acollaid’s current discount rates.

Exhibit "B"

In consideration of the services provided by Contractor in Exhibit "A", County shall pay Contractor based on the following fee schedule:

Attachment A	CU Source
Schedule A-1	Acollaid Batch Pricing
Schedule A-2	EAC Pricing
Schedule A-3	Banko Interface
Schedule A-4	Datalure Pricing
Schedule A-5	Experian Credit Requesting
Schedule A-6	Equifax Credit Requesting
Schedule A-7	TransUnion Credit Requesting
Attachment B	CU Correspond
Schedule B	Pricing
Attachment C	CU Transit
Schedule C	Pricing

Transactional Services Agreement
Attachment A

CU•Source

This CU•Source Attachment (Attachment A) and the related Schedules A indicated on the Signature Page are a part of the TS Agreement.

1. **SERVICE DESCRIPTION.** Columbia Ultimate will provide Customer with CU•Source services at Columbia Ultimate's current volume discount rates. CU•Source includes the following services:

1.1. ACOLLAID BATCH. Acollaid Batch is the following group of data services:

Deceased
Electronic Data Assistance ("EDA")
National Change of Address ("NCOA")
Nearby Search
Phone Number
Property Search
Reverse Phone Look-up
Social Security Number Search
Surname Search

Pricing for Acollaid Batch is set forth in Schedule A-1.

1.2. ELECTRONIC ADDRESS CONFIRMATION. Electronic Address Confirmation ("EAC") is an automated electronic process for providing address corrections to mailers provided by the U.S. Postal Service ("USPS"). When USPS receives a mail piece and it is undeliverable-as-addressed at an old address due to a move, the USPS attempts to match the name and address of the recipient to the USPS Change of Address database. New address matches are provided through daily electronic notification. EAC is not intended as a replacement for manual processing, but instead is intended to reduce the volume of manual address correction notifications. Pricing for EAC is in Schedule A-2.

1.3. BANKO. A bankruptcy data look-up service offered by Lexis Nexis, an independent provider. This service is provided and invoiced directly by Lexis Nexis. Columbia Ultimate's CU•Source Software provides an interface for converting Banko data for use with Columbia Ultimate's Collector System Software. Customer must enter into a separate agreement directly with Lexis Nexis in order to use Banko. Pricing for Banko is in Schedule A-3.

1.4 Datalure. Datalure provides the following group of data services:

National Change of Address (NCOA)
Name and Address Search
Electronic Data Assistance (EDA)
Deceased Search
Bankruptcy Search
Reverse Phone Search

Pricing for this service is set forth in Schedule A-4.

1.5 CREDIT REPORTS. Requests for credit reports can be made to any one of the three credit reporting agencies; Experian (Schedule A-5), Equifax (Schedule A-6), or Transunion (Schedule A-7). These reports are provided and invoiced for directly from the corresponding credit reporting agencies. CU•Source provides an interface for requesting a report directly from Columbia Ultimate's software and integrating the resulting report. The Customer must enter into a separate agreement with the appropriate credit reporting agencies to use this service.

2. **SOFTWARE.**

2.1. CU•SOURCE SOFTWARE LICENSE. Acollaid Batch, EAC, Banko each require separate software interfaces. These interfaces are collectively referred to as the CU•Source Software. Columbia Ultimate hereby grants Customer a personal, nonexclusive, nontransferable license to use the interfaces contained in the CU•Source Software that relate to the CU•Source Schedules A indicated on the Signature Page. Columbia Ultimate will provide Customer with the required copies of the CU•Source Software without additional charge.

2.2. CU•TRANSIT SOFTWARE. CU•Transit (see Attachment C) is required for any CU•Source product Attachment C and the charges set forth in Schedule C will apply.

3. **FEES.** Client will pay Columbia Ultimate the fees and charges set forth in Schedules A for CU•Source services.

4. **CONDITIONS ON USPS DATABASE AND NCOA.**

4.1. NCOA USAGE. USPS certified services can only be used for updating a mail file. All records passed through the USPS service must be updated for purposes of being mailed and for no other purpose whatsoever. A minimum of 100 records must be submitted in each batch. If 100 record minimum is not met, the NCOA request will not be processed. This service cannot be used for individual look-ups, skip tracing, new movers list creation or other similar applications.

Transactional Services Agreement
Schedule A-1

CU•Source – Acollaid Batch Pricing Schedule

SOFTWARE LICENSE FEES: Included

INITIAL FEES: Included

PERIODIC MINIMUM FEES: None

SERVICE FEES: See Table Below

Request Code *	Acollaid Output	Price Per Request	Price Per Hit **
2	Postal Standardization	Included	Included
B	NCOA - Change of Address/Standardization	$0.03	$0.10**
D	EDA – Per Record		$0.13
A	Address Search (at exact phone number)		$0.05
C	Phone Number		$0.05
E	Phone Number (at exact address)		~~$0.09~~ 0.07
G	*C & E* Processing plus 2 Surnames		$0.15
J	*C & E* Processing plus 2 Nearbys		$0.15
L	*C & E* Processing plus 4 Surnames		$0.20
N	*C & E* Processing plus 4 Nearbys		$0.25
O	*C & E* Processing plus 2 Nearbys, 2 Surnames		$0.25
Q	*C & E* Processing plus 5 Nearbys, 5 Surnames		~~$0.30~~ 0.38
S	Social Security Number Search		$0.25
T	*C & E* Processing plus 8 Nearbys, 10 Surnames		$0.30
W	Deceased		$1.00

COLLECTOR REPORTS MAY NOT MATCH THE ACOLLAID SERVICE INVOICE.

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* *Request Code* refers to the request codes in the current versions of Columbia Ultimate's Collector System, ManageMed, and RPCS software products.

** Per Hit pricing for NCOA B requests are reserved for clients using CU•Correspond only. All searches at per hit rate, please refer to table above. Upon activation of CU•Correspond, Customer may change pricing to Per Hit rates. If Customer chooses this option, Customer will receive a fax confirmation of the change to Per Hit rates. The Per Hit rate will be effective on the first day of the following month.

"Request" is a query seeking data. It does not mean that data will be returned.
"Hit" means data received from a request.

Transactional Services Agreement
Schedule A-2

CU•Source – Electronic Address Confirmation (EAC) Pricing

SOFTWARE LICENSE FEES: See Attachment C for CU•Transit Pricing (required).

PERIODIC MINIMUM FEES: $25.00 per month minimum transaction fees.

SERVICE FEES (Transaction): See Table Below

Price Per Hit
$0.20

"Hit" means data received from a request

Transactional Services Agreement
Schedule A-3

CU•Source® – Banko Pricing Schedule

SOFTWARE LICENSE FEES: Included

INITIAL FEES: No Columbia Ultimate fees. All charges come directly from Lexis Nexis.

PERIODIC MINIMUM FEES: No Columbia Ultimate fees. All charges come directly from Lexis Nexis.

SERVICE FEES: No Columbia Ultimate fees. All charges come directly from Lexis Nexis.

Transactional Services Agreement
Schedule A-4

CU•Source – Datalure Pricing Schedule

SOFTWARE LICENSE FEES: Included

INITIAL FEES: Included

PERIODIC MINIMUM FEES: None

SERVICE FEES: See Table Below

Datalure Output	Price Per Request	Price Per Hit **
NCOA – Change of Address	$0.03	$0.09**
Electronic Directory Assistance – Per Record		$0.13
Proprietary Phone (based on Name and Address)		$0.05
Proprietary Phone (based on Address only)		$0.09
Proprietary Reverse Phone		$0.05
Surname 1		$0.04
Surname 2		$0.035
Surname 3		$0.02
Surname 4		$0.02
Surname 5-10 per Surname returned		$0.01
Nearby1		$0.04
Nearby 2		$0.035
Nearby 3		$0.025
Nearby 4		$0.02
Nearby 5-10 Nearby returned		$0.01
Social Security Number (confirm)		$0.25
Social Security Number (Discrepant)		$0.25
Deceased		$0.95

** Per Hit pricing is reserved for clients using CU•Correspond only. Upon activation of CU•Correspond, Customer may change pricing to Per Hit rates. If Customer chooses this option, Customer will receive a fax confirmation of the change to Per Hit rates. The Per Hit rate will be effective on the first day of the following month.

Transactional Services Agreement
Schedule A-5

CU•Source – Experian Credit Requesting

SOFTWARE LICENSE FEES: Included

INITIAL FEES: No Columbia Ultimate fees. All charges come directly from Experian.

PERIODIC MINIMUM FEES: No Columbia Ultimate fees. All charges come directly from Experian.

SERVICE FEES: No Columbia Ultimate fees. All charges come directly from Experian.

Transactional Services Agreement
Schedule A-6

CU•Source – Equifax Credit Requesting

SOFTWARE LICENSE FEES: Included

INITIAL FEES: No Columbia Ultimate fees. All charges come directly from Equifax.

PERIODIC MINIMUM FEES: No Columbia Ultimate fees. All charges come directly from Equifax.

SERVICE FEES: No Columbia Ultimate fees. All charges come directly from Equifax.

Transactional Services Agreement
Schedule A-7

CU•Source – TransUnion Credit Requesting

SOFTWARE LICENSE FEES: Included

INITIAL FEES: No Columbia Ultimate fees. All charges come directly from TransUnion.

PERIODIC MINIMUM FEES: No Columbia Ultimate fees. All charges come directly from TransUnion.

SERVICE FEES: No Columbia Ultimate fees. All charges come directly from TransUnion.

Transactional Services Agreement
Attachment B

CU•Correspond

If indicated on the Signature Page, this CU•Correspond Attachment (Attachment B) and the related Schedule B are a part of the TS Agreement.

1. **SERVICE DESCRIPTION.**

1.1. Columbia Ultimate, or Columbia Ultimate's print vendors, will receive Customer's data and letter forms, merge the data with the forms, print and mail the letters. Each print vendor imposes a time cut-off for submissions. Subject to the vendor's time cut-off, letter transmissions will be processed, printed, and inserted within 24 hours for delivery to the US Postal Service. If Columbia Ultimate is unable to perform the 24 hours of receipt by Columbia Ultimate processing to mail based on service level agreement, Customer will have the option of a delayed mailing or to perform the mailing within the Customer's office. Customer will give Columbia Ultimate not less than 24 hours notice of estimated daily letter volume increases of 25% or more of normal daily volume.

1.2. NCOALink. National Change of Address search for addresses on all letters being processed.

1.3. Tracking and Reporting. Columbia Ultimate will provide weekly usage reports for letter tracking and postage availability. Columbia Ultimate also provides communication logs of all files transmitted. Customer is responsible for reconciling these against the various data vendor reports indicating files that were processed.

2. **CU•CORRESPOND SOFTWARE LICENSE.** In order to make use of the CU•Correspond service, Customer's data must be formatted appropriately using the CU•Correspond Software. Columbia Ultimate hereby grants Customer a personal, nonexclusive, nontransferable license to use the CU•Correspond Software. Columbia Ultimate will provide Customer with a copy of the CU•Correspond Software. CU•Correspond also requires CU•Transit, see Attachment C.

3. **SYSTEM REQUIREMENTS.** Customer must provide the data to Columbia Ultimate by online data transmission or CU•Transit. Data must be in Columbia Ultimate specified format.

4. **FEES.** Customer will pay Columbia Ultimate the fees and charges set forth in Schedule B. Please see the Postage and Payment section in Schedule B for late fee charges.

Transactional Services Agreement
Schedule B

CU·Correspond – Pricing Schedule

SOFTWARE LICENSE FEES: Included with UltimateConnect Subscription Fee
LETTER FORMATING : Included
PERIODIC MINIMUM FEES: $400 per month minimum.
SERVICE FEES:

Postage and Payment

Postage and CU•Correspond services must be **pre-paid**. Pricing will be immediately increased without notice to reflect any postal rate increases on the date those increases takes effect. Columbia Ultimate's receipt of payment is a condition precedent to its performance of the contract. If Client has no remaining pre-paid funds, Columbia Ultimate will charge an additional fee of four (4) cents a letter for those letters processed when no prepaid funds exist. If payment is not timely received, Columbia Ultimate may cease supplying CU•Correspond services until the balance and any penalties are paid, and make use of all remedies available under existing laws.

CU•Correspond Services	**Per Piece**
Letter printed on 24 lb. White Woven 8 ½ X 11 Cutsheet Laser Paper Stock. Text printed in Black Laser Image on Full 8 ½ X 11 with 300 X 300 DPI. Standard 2/3 Bottom Page Micro Perforation for easy tear and return stub. White Woven #10 Double Window, Inside tinted Security Envelope. All Mail Processing, including folding, inserting, sorting, etc. All addresses are processed to confirm/append ZIP+4 and delivery point barcodes.	$0.142**

**Based on estimated volume.

Volume Discounts:

0 – 49,999 letters/month	$0.142*
50,000 - 99,999 letters/month	$0.132*
100,000 - 199,999 letters/month	$0.127*
200,000 or more letters/month	$0.122*

*Pricing excludes postage. Actual postage rates will vary based upon current USPS postage rate and are calculated on letter volume per transmission and geographical distribution.

*Prices subject to change based on volume.

Optional Features:	**Per Piece**
Courtesy Reply Envelope (CRE) #9 White Wove 24 lb. Single Window	$0.0197
Additional Page - 24 lb. White Woven 8 ½ x 11 Cutsheet Laser Paper	$0.060
Duplex Printing	$0.045
NCOALink	$0.10
Archive	varies
Code 39 or OCR Barcode	N/C
Current Specialty Letter Stock	N/C
Custom Envelope or Letter Stock	varies

Custom specialty stock printed to Client's specification.
Minimum volume: 6 months usage.
Charged as used based on actual usage per transmission, billed on CU•Correspond weekly invoice.
Client must pay for unused stock at termination of CU•Correspond services or discontinuation of using the particular stock. Columbia Ultimate will provide charges (per piece and volume).
Shipping of unused stock at the expense of the Client.

Optional Set-Up Features:	**One Time Charge**
Digitized Scanning and Imaging of Agency Logo	$150.00
Digitized Scanning and Imaging of Agent's Signatures	$125.00
Free Letter Set-up for New Form Letters (changes apply for reformatting of existing letters	N/C
Changes to Specific Form or Letter Body Text	$ 20.00
Custom Programming (Per Hour)	$125.00

Transactional Services Agreement
Attachment C

CU•Transit

If indicated on the Signature Page, this CU•Transit Attachment (Attachment C) and the related Schedule C are a part of the TS Agreement

1. **SERVICE DESCRIPTION.** CU•Transit automates the movement of data files between Customer's system and Columbia Ultimate or to one of Columbia Ultimate's data vendors. Data is transmitted by Virtual Private Network (VPN) or Secure Socket Layer (SSL).

2. **CU•TRANSIT SOFTWARE.**

2.1. CU•TRANSIT SOFTWARE LICENSE. Columbia Ultimate hereby grants Customer a personal, nonexclusive, nontransferable license to use the CU•Transit Software. Columbia Ultimate will provide Customer with the required copies of the CU•Transit Software.

2.2. SETUP AND INSTALLATION RESPONSIBILITIES. Columbia Ultimate will provide Customer with an installation checklist. Client is responsible for configuring Client's PC so that it meets the minimum requirements for the application. Client is responsible for loading the third-party software according to the manufacturer's and Columbia Ultimate's specifications. Columbia Ultimate will provide up to 6 hours of installation, configuration, and testing assistance of the CU•Transit software.

3. **SYSTEM REQUIREMENTS.** Refer to current CU•Transit 2-page informational sheet for current system requirements.

4. **FEES.** Customer will pay Columbia Ultimate the fees and charges set forth in Schedule C.

Transactional Services Agreement
Schedule C

CU•Transit Pricing Schedule

SOFTWARE LICENSE FEES: Included

PERIODIC MINIMUM FEES: Included

SERVICE FEES: $150.00 per month to total $1,800 annually