

# AGENDA

**Board Members**

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

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

**County Counsel**  
John C. Beiers

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**REGULAR MEETING  
SAN MATEO COUNTY BOARD OF SUPERVISORS  
TUESDAY, FEBRUARY 12, 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](mailto: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. Honor Stephen Kraemer as Employee of the Month for February 2013 and authorize the President of the Board to sign the commendation (County Manager)
2. Presentation of a proclamation designating February 2013 as Grand Jury Awareness Month (Supervisor Dave Pine)
3. Presentation of the Code for America Fellowship Program (Supervisor Adrienne Tissier)

### **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. 9:15 a.m.

Measure A Workshop Part 2: continuing discussion and public input with regard to identifying spending priorities and allocation amounts

5. 1:30 p.m.

Presentation of Service Awards, 455 County Center, Room 101, Redwood City (County Manager)

### **REGULAR AGENDA**

#### **BOARD OF SUPERVISORS**

6. Resolution authorizing a transfer in the amount of \$65,400 from Non-Departmental General Fund Reserves to Non-Departmental Services and Supplies to fund enhancements to the County's whistleblower process and employee training on ethics and internal controls. The funds will be transferred to an account to be used by the departments involved in these initiatives (Supervisors Dave Pine and Don Horsley)
7. 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.

8. Approve the minutes from the meeting of January 29, 2013

#### **BOARD OF SUPERVISORS**

9. Ratification of a resolution honoring Patty Lockman upon her retirement from the County of San Mateo (Supervisor Adrienne Tissier)

10. Ratification of a resolution honoring Jim Bigelow upon being named the Redwood City - San Mateo County Chamber of Commerce's 2012 Person of the Year (Supervisor Don Horsley)
11. Ratification of a resolution honoring Lourdes Carini upon being named the Redwood City - San Mateo County Chamber of Commerce's 2012 Woman of the Year (Supervisor Don Horsley)
12. Ratification of a resolution honoring Greg Greenway upon being named the Redwood City - San Mateo County Chamber of Commerce's 2012 Person of the Year (Supervisor Don Horsley)
13. Ratification of a resolution honoring Don Eaton upon being named the San Carlos Citizen of the Year for 2012 (Supervisor Don Horsley)

## **COUNTY MANAGER**

14. Resolution extending the provision of continued employment status for reservists mobilized onto active duty for operations in support of the Global War on Terrorism, until July 31, 2013

## **HEALTH SYSTEM**

15. Resolution authorizing an agreement with Angelica Textile Services, Inc. for linen and laundry management services for the term of February 1, 2013 through January 31, 2015, in an amount not to exceed \$975,000
16. A) Resolution authorizing an amendment to the agreement with the California Department of Aging to enhance Older Americans Act Title III and VII nutrition and supportive community-based services, increasing the amount by \$152,460 to \$2,954,151; and  
B) Resolution authorizing a transfer in the amount of \$152,460 from Unanticipated Federal Aid to Program Services Provider(s) - Aging and Adult Services (4/5ths vote required)
17. Resolution authorizing an amendment to the agreement with the University of California, San Francisco for competency evaluations and psychiatric medication assessment and management at the San Mateo County Women's Correctional Facility, expanding the scope of contractor's services, increasing the amount by \$312,998 to \$365,422, extending the term through June 30, 2014
18. Resolution authorizing an amendment to the agreement with Duc Marcel Nguyen, MD to provide specialty orthopedic services, increasing amount by \$125,000 to \$650,000
19. Resolution authorizing a transfer in the amount of \$82,000 from Non-Departmental Reserves to Fixed Assets to fund the purchase of digital mammography equipment (4/5ths vote required)
20. Resolution accepting donations totaling \$128,000 for the SMART Program for FY 2012-13

## **HUMAN RESOURCES**

21. Introduction of an ordinance amending the salary ordinance to reflect the conversion of one position to classified, conversion of five positions to correct classifications, deletion of three positions, addition of three positions and reclassification of five positions; and accepting the report on the total number of positions in the County and waiver of reading the ordinance in its entirety

## **HUMAN SERVICES AGENCY**

22. Resolution authorizing an agreement with StarVista for Differential Response Case Management Services in the South and Central Region for the term of January 1, 2013 through December 31, 2015, in the amount of \$2,415,000
23. Resolution authorizing an agreement with Daly City Peninsula Partnership Collaborative for Differential Response Case Management Services in the Northern Region for the term of January 1, 2013 through December 31, 2015, in the amount of \$1,207,500

## **PUBLIC WORKS**

24. Resolution:
  - A) Increasing the Public Works and Parks Director's authority to execute change orders to the contract with Half Moon Bay Paving and Grading, Inc. increasing the not to exceed amount of \$441,854 by \$31,920 to amount of \$473,774, to allow for payment of unanticipated project costs related to the Fitzgerald Marine Reserve Coastal Trail and Bridge Project; and
  - B) Authorizing the Director of Public Works and Parks to execute subsequent change orders to grant time extensions for project completion in order to complete the remaining portion of the Coastal Trail Improvement Project – Fitzgerald Marine Reserve - Moss Beach

## **SHERIFF**

25. Introduction of an ordinance amending the Master Salary Ordinance to add one Information Technology Supervisor position in the Sheriff's Office and waiver of reading the ordinance in its entirety

## **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 - Exiting Litigation**

*Richard Leonard v. County of San Mateo*  
Workers Compensation claim no. SM100280

- B) *San Mateo Union High School District et al v. County of San Mateo et al*  
San Francisco County Superior Court Case No. CGC 11-506958
- C) *Ray Satorre et al., v. San Mateo County Board of Supervisors et al*  
San Mateo County Superior Court Case No. 504866
- D) **Conference with Legal Counsel - Anticipated Litigation**

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

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

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





**COUNTY OF SAN MATEO**  
Inter-Departmental Correspondence  
County Manager



**Date:** January 3, 2013  
**Board Meeting Date:** February 12, 2013  
**Special Notice / Hearing:** None  
**Vote Required:** Majority

**To:** Honorable Board of Supervisors  
**From:** John L. Maltbie, County Manager  
**Subject:** Employee of the Month for February 2013

**RECOMMENDATION:**

Honor Stephen Kraemer as Employee of the Month for February 2013 and authorize the President of the Board to sign the commendation

**BACKGROUND:**

The Employee of the Month program was established in December 1984 to recognize and honor County employees who consistently demonstrate an outstanding level of performance.

Our Employee of the Month for February 2013 is Stephen Kraemer, a Park Ranger III in the Department of Public Works and Parks.

**DISCUSSION:**

Steve has been employed with the County since 2005. Steve came on board as an Extra Help Park Aide and since then has been promoted several times to his current position of Park Ranger III. Steve brings a high level of professionalism and service to each activity he is involved in. Most recently, Steve thought of, planned, coordinated, and initiated a "Take a Kid Fishing Program". Steve scheduled several fishing sessions in partnership with CuriOdyssey at Coyote Point with their summer camp kids.

Steve was able to gather enough fishing equipment and supplies to get the program started, through contributions of fellow Rangers, family and friends. He worked with Camp counselors and other Park Rangers, to ensure these fishing adventures for the children were very successful. Steve also used this opportunity to educate the children on taking care of the environment, conservation of wildlife, and the need for clean water.

Additionally, Steve has been a 'Go to Ranger' for several volunteer projects and events. These projects/events involve a lot of pre-planning, coordination and preparation in

order to ensure that they run smoothly and safely. His support of our Volunteer Program greatly enhances our ability to provide a high level of service to our visiting public. He leads the volunteers in a well-coordinated, professional and safe manner. Steve has been involved in several volunteer projects this year, some of these projects include: Coastal Clean-up, several corporate group events (painting and park clean-up), landscaping project at the Captain's House Conference Center, Magic Mt. Playground landscaping and Beach Group Reservation Area improvements.

Steve has also been a job coach/mentor for the annual Supported Training & Experience Program (STEP) internships for youth emancipated from foster care since the program's inception in 2009. Thanks to Steve, Parks has hosted multiple youth every year and has been able to transition some participants from the internship to seasonal employment. He serves as a role model and has mentored the interns on how to successfully maintain employment. Due in part to Steve's dedication, STEP continues to grow and is offered to youth every year.

Steve's professionalism, work ethics and overall determination in seeing things get done has been invaluable in helping Parks maintain a high level of service. Steve truly is a team player when it comes to helping others.

Approval of the Employee of the Month contributes to the Shared Vision 2025 outcome of Prosperous Community by recognizing employees that foster innovation and excellence in the services provided.

Our County is fortunate to have Steve Kraemer as one of its outstanding employees.

# Proclamation

THE BOARD OF SUPERVISORS, COUNTY OF SAN MATEO, STATE OF CALIFORNIA DESIGNATING FEBRUARY 2013 AS

## GRAND JURY AWARENESS MONTH

\*\*\*\*\*

*WHEREAS, the Civil Grand Jury is made up of 19 citizens who serve the County of San Mateo for a one-year after selection; and*

*WHEREAS, the individual Grand Jurors are selected from volunteer applicants that have been screened and qualified by the judges of the Superior Court, with final selection of the 19 obtained by random drawing; and*

*WHEREAS, the jurisdiction of the Grand Jury extends to all activities of local government within the geographic limits of San Mateo County; and*

*WHEREAS, the Grand Jury is granted subpoena powers that extends to records, persons and entities, and parallel powers to undertake independent investigations and issue Public Reports detailing the results of these investigations; and to function as a completely independent, autonomous body; and*

*WHEREAS, the primary function of the Grand Jury is to provide independent oversight into the efficiency, effectiveness, honesty and impartiality of government by the citizens of San Mateo County; and*

*WHEREAS, the Grand Jury in a large measure relies upon public awareness and responsiveness of the public to its public reports which detail its findings and recommendations; and*

*WHEREAS, it is believed that public awareness and responsiveness of the Grand Jury's function and purpose can be furthered by governmental declarations of awareness.*

**NOW, THEREFORE BE IT PROCLAIMED,** that the County of San Mateo does hereby proclaim February 2013 to be Grand Jury Awareness Month in order for all citizens to become better acquainted with the purposes of the Grand Jury, to give attention to the Grand Jury's public reports and to encourage public participation in the Grand Jury process.

**Dated: February 12, 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**  
**County Manager's Office**



**DATE:** February 6 , 2013  
**BOARD MEETING DATE:** February 12, 2013  
**SPECIAL NOTICE/HEARING:** None  
**VOTE REQUIRED:** Majority

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

**RECOMMENDATION**

Provide direction regarding Measure A spending priorities to include in the development of the Fiscal Year 2013-15 budget.

**BACKGROUND**

The Board held a workshop on January 15 to discuss spending priorities for Measure A funds. The Measure A half-cent sales tax was approved by the voters in November and will begin on April 1, 2013. Actual receipts will begin in June 2013. It is expected that about \$64 million will be generated for the full fiscal year FY 2013-14, increasing to \$75 million in FY 2017-18. Measure A authority will sunset in 10 years, and requires the creation of an Oversight Committee to perform annual audits of revenues generated.

Your Board took public testimony and discussed individual preferences on how the limited-term funds should be spent. Supervisors Tissier and Slocum were assigned to a subcommittee that will organize the work of the Oversight Committee. Your Board directed the County Manager to prepare a Resolution designating members to the Oversight Committee by May 31, 2013; create online dashboards to show community impact of Measure A funds; and prepare annual reports on how Measure A funds were spent.

**DISCUSSION**

The subcommittee has met once and directed staff to prepare a work plan, to include lessons learned from the Community College's recent experience with its bond oversight committee, additional workshops to ensure diverse community participation in identifying priorities, and a business plan that includes revenue forecasting for the next ten years, identification of service "gaps", performance measures attached to allocations, outreach plan, and reporting process that enables mid-course corrections to improve results. The County Manager's Office and Information Services Department are working on the online dashboard and Open Data Policy using the community goals and indicators approved by your Board on January 29. An initial version of the Community Impact dashboard will be presented to the Board and public for review in March.

***Initial Spending Priorities and Recommended Next Steps***

For direction, we have listed the priorities discussed by the Board at the January 15 workshop:

	<b>Measure A Spending Priorities (will include performance/community impact measures)</b>	<b>Priority Y/N</b>	<b>Next Steps</b>
1	Ensuring hospitals and emergency rooms are seismically safe and remain open		Develop an agreement between the County and Seton Medical Center for the Board's consideration
2	Transportation for County clients, patients		Develop an agreement between the County and SamTrans for the Board's consideration
3	Mental health intervention services		
4	Fire prevention and response		
5	Child safety/development		
6	Parks Strategic Plan		
7	Healthcare for low-income children, seniors and the disabled		
8	Investments to reduce ongoing operating costs/generate new revenues: new technologies, energy efficiencies, debt repayment, additional contributions to reduce retirement and retiree health unfunded liabilities and annual contributions		
9	Infrastructure Catch-Up – to address deferred maintenance needs in communications, technology and facilities infrastructure		
10	Creating an agile workforce – skills assessments, training plans, training and development opportunities, continuous process improvement efforts with performance metrics		
	Other priorities (please specify):		

## 30 YEARS OF SERVICE

**Stephen Fischer**  
*Public Works & Parks*

**Victoria Kwan**  
*Sheriff's Office*

**Pamela Gibson**  
*Human Resources*

**Michael Torre**  
*Human Services Agency*

## 20 YEARS OF SERVICE

**Jacinta Arteaga**  
*District Attorney's Office*

**William Kwong**  
*Human Services Agency*

**Lizzie Cisneros-Pegueros**  
*Human Services Agency*

**Sandra Macey**  
*Tax Collector/Treasurer's Office*

**Julia Dale-Jensen**  
*Human Services Agency*

**Ravineeta Maharaj**  
*Human Services Agency*

**Hue Gallagher**  
*Health System*

**Felipe Marta**  
*Human Services Agency*

**Maria Gonzalez**  
*Health System*

**Laura Ramirez**  
*Probation*

**Khairul Khan**  
*Health System*

**Ana Salazar**  
*Health System*

**Joseph Toschik**  
*Library*

## 10 YEARS OF SERVICE

**Patricia Castellanos**  
*Human Services Agency*

**Wesley Mercado**  
*Tax Collector/Treasurer's Office*

**Lien Dang**  
*Human Services Agency*

**Perla Narag**  
*Health System*

**Rosa Diaz**  
*Human Services Agency*

**Paul Okada**  
*County Counsel's Office*

**Adriana Dorrance**  
*Health System*

**Mark Perez**  
*Public Works & Parks*

**Cal'landrea Glenn**  
*Assessor/Clerk/Recorder's*

**Julie Reilly**  
*Health System*

**Maria Gomez**  
*Public Works & Parks*

**Maria Rueda**  
*Health System*

**Lasaundra Gutter**  
*Probation*

**Simon Sandoval**  
*Health System*

**Dhar Jabouri**  
*Public Works & Parks*

**Mark Shaw**  
*Human Services Agency*

**Helen Janolino**  
*Human Services Agency*

**Sharon Stone**  
*Human Services Agency*

**Tiffany Leung**  
*Health System*

**Sujatha Tadimeti**  
*Health System*

# 10 YEARS OF SERVICE

~continued~

**Terri Victor**

*County Counsel's Office*

**Anita Williams**

*Human Services Agency*



## County of San Mateo

### SERVICE AWARDS

### February 12, 2013

*Congratulations and sincere thanks from the Board of Supervisors and the citizens of San Mateo County to each of you being honored today. We are proud to recognize and commend your hard work and professional commitment. You exemplify the highest standards of public service.*

Don Horsley  
President, Board of Supervisors

February 12, 2013



**COUNTY OF SAN MATEO**  
Inter-Departmental Correspondence  
Board of Supervisors



**Date:** February 4, 2013  
**Board Meeting Date:** February 12, 2013  
**Special Notice / Hearing:** None  
**Vote Required:** Majority

**To:** Honorable Board of Supervisors

**From:** Supervisor Dave Pine  
Supervisor Don Horsley

**Subject:** Enhanced Whistleblower Process and Ethics and Internal Controls Training and Related Appropriations Transfer Request (ATR)

**RECOMMENDATION:**

Adopt a Resolution authorizing an Appropriation Transfer Request in the amount of \$65,400 from Non-Departmental General Fund Reserves to Non-Departmental Services and Supplies to fund enhancements to the County's whistleblower process and employee training on ethics and internal controls. The funds will be transferred to an account to be used by the departments involved in these initiatives.

**BACKGROUND:**

It is incumbent upon public agencies to maintain the highest standards of ethical behavior and safeguard taxpayer dollars. Unfortunately, however, over the past 18 months at least six public agencies in San Mateo County have experienced employee fraud or embezzlement.

At the November 20, 2012 meeting of the Board, the following five initiatives were brought forward that were designed to strengthen the County's internal controls and fraud prevention practices.

1. Consolidation of all guidelines and procedures for the reporting of suspected fraud, waste, and abuse into a single web-based access point for employees.
2. Implementation of a third party toll free hotline for employees to provide an independent and confidential method to report suspected fraud, waste, and abuse.
3. Implementation of continuous required employee training concerning ethical behavior, identifying and reporting fraud, waste and abuse, and internal accounting control responsibilities.

4. Expansion of the Controller's Office use of analytic software that can identify unusual financial activities that may point to errors, fraud, non-compliance and internal control weaknesses.
5. A one-time independent evaluation of the Controller's Internal Audit Division to determine how to implement best practices for internal auditing.

At the Board meeting on November 20, 2012, Supervisors Pine and Horsley were requested to meet as an ad hoc sub-committee to further consider these five initiatives and then report back to the Board with their recommendations.

Supervisors Pine and Horsley met with the County Controller and the County Manager to review the proposed initiatives. It was agreed that the first three initiatives should be brought back to the Board for approval and funding, while initiatives 4 and 5 should be pursued by the Controller and funded through the Controller's Office budget.

### **DISCUSSION:**

According to the 2012 Report to the Nation on Occupational Fraud and Abuse prepared by the Association of Certified Fraud Examiners, it is estimated that U.S. organizations lose, on average, 5% of their annual revenue to fraud. To reduce the risk of such material losses from fraud, waste and abuse at the County, the following three initiatives are proposed:

- 1. Consolidation of all guidelines and procedures for the reporting of suspected fraud, waste, and abuse into a single web-based access point for employees.**

Currently the portal for employees to report concerns is difficult to find and does not contain background and reference information. The whistleblower web page should be easily accessible and provide links to the whistleblower ordinance, various training resources, and on-line reporting pages. Currently, employees can call the County Manager's Office, the Controller's Office or County Counsel, but they cannot provide a tip or lodge a complaint electronically via the web.

Estimated Cost: Up to \$5,000 one-time expense.

- 2. Implementation of a third party toll free hotline for county employees to provide an independent and confidential method to report suspected fraud, waste, and abuse.**

In 2003, the Civil Grand Jury recommended that the Board establish a "whistleblower" process so that individuals could anonymously report inefficiencies and waste in government operations. In 2004, the Board enacted the "Whistleblower Ordinance" to establish a process for reporting improper governmental activity. In 2009, State law enhanced whistleblower protections and authorized local government auditors to establish whistleblower hotlines. Since then, numerous California cities and counties have implemented fraud hotlines using third party vendors (e.g. San Diego County, San Bernardino County, Kern County, Long Beach, Los Angeles, Oakland and Palo Alto).

According to the 2012 Report to the Nation on Occupational Fraud and Abuse, 43% of frauds are detected through tips with 50% of tips coming from employees. An anonymous third party hotline provides employees with a more prominent, accessible and confidential way to report activities of concern. Establishment of an anonymous hotline operated by a third party vendor increases the likelihood that fraud, waste and abuse will be reported as employees are often reluctant to report such behavior to management or human resources.

Estimated Cost: Up to \$15,000 annually.

### **3. Implementation of continuous required employee training concerning ethical behavior, identifying and reporting fraud, waste and abuse, and internal accounting control responsibilities.**

It is of paramount importance for all employees to maintain a high standard of ethical behavior. Equally important is for employees to understand their role in the overall structure of internal controls. To this end, it is recommended that employee training on ethics and internal controls be expanded and enhanced.

The Human Resources Department proposes that a subcommittee be formed to review and identify the curriculum for Countywide internal controls and ethics training. The subcommittee will make recommendations to the Executive Council by July 2013.

The initial training proposal (subject to review and refinement by the subcommittee) has four components: (i) providing annual online ethics training for all employees; (ii) increasing the number of supervisors and managers participating in the ethics training course now offered as part of the Leadership and Supervisory Academy; (iii) training for fiscal employees on financial controls; and (iv) training for fiscal employees on cash handling, procurement, disbursement, grants, and internal controls.

For details further details on the proposed training, see Exhibit A.

Estimated Cost: Up to \$45,400 one-time cost and up to \$15,000 annually.

Approval of the above actions to enhance the County's whistleblower process and employee training on ethics and internal controls will contribute to the 2025 Shared Vision Collaborative Community goal by improving fiscal accountability.

#### **FISCAL IMPACT:**

The recommended initiatives require an estimated initial investment of up to \$65,400 for FY 2012-2013 consisting of \$50,400 in one-time costs and up to \$15,000 for the first year of the third party toll free hotline. This initial investment will be funded by a transfer from Non-Departmental General Fund Reserves to Non-Departmental Services and Supplies. On-going expenses in future fiscal years will total up to \$30,000 annually.

**EXHIBIT A**  
Initiative Details  
Ethics Training Details

Countywide Internal Controls & Ethics Training

The Human Resources Department proposes that a subcommittee be formed to review and identify the curriculum for the Countywide Ethics Training. The subcommittee will meet in early 2013 and make recommendations to Executive Council by July 2013. The initial training proposal (subject to review and refinement by the subcommittee) is as follows:

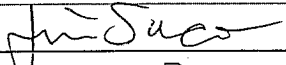

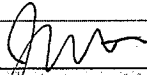
<b>Type of Training</b>	<b>Description</b>	<b>Training Format</b>	<b># of Employees</b>	<b>Estimated Costs</b>
Annual Ethics Training for all employees (customized)	The mandatory online training program will be offered to all County employees. The training would provide an overview on ethics, including employee's responsibility for supporting ethical behavior, preventing, identifying and reporting fraud, and waste and abuse.	Online	Approximately 5,000 employees	<b>\$20,000</b> one-time set up  Note: The County will need technical expertise to prepare the training program. The development of the training could either be done in-house (ISD) or by consultants.
Instructor led training for Leadership, Supervisory Academies and Management Development Program	The County is a founding member of the Training Consortium for Public Agencies which offers a Leadership and Supervisory Academy to County employees and other public employees in the County. The Consortium currently provides an Ethics Training course, under its Leadership Academy curriculum, that covers the following topics: What Ethics means; Institutionalizing ethical behavior; The moral compass; Case studies; and Lessons learned. This course would be expanded to allow for additional participants.	In person	Approximately 30 – 50 supervisors and managers (3 sessions)	<b>\$7,000</b> annual

**EXHIBIT A**  
Ethics Training Details

<b>Type of Training</b>	<b>Description</b>	<b>Training Format</b>	<b># of Employees</b>	<b>Estimated Costs</b>
Training for fiscal employees on financial controls	<p>The Government Finance Officers Association offers an online training course for finance professionals. The course includes lecture and exercises covering effective internal controls in the area of financial management to ensure compliance with established authoritative guidelines/policies. The course is designed for all financial professionals – either new to the field or journey level.</p> <p>It is anticipated that knowledge gained in this course will be shared with others, especially those that are not familiar with the topic.</p>	Online	Approximately 40 employees	<p><b>\$6,400</b> for existing employees and new hires as needed.</p> <p>(\$160 x 40 employees)</p> <p>Note: Another option would be to purchase GFOA publication on evaluating internal controls for managers. The cost would be \$28 x 45 employees = \$1,260. Publication covers: “control environment; risk monitoring and assessment; monitoring; evaluating controls over accounting and financial reporting; and preventing and detecting public sector fraud.” The County would also need a trainer to provide an overview of the materials at the cost of \$1,000. Total estimated costs total \$2,260.</p>

**EXHIBIT A**  
Ethics Training Details

Type of Training	Description	Training Format	# of Employees	Estimated Costs
Training for fiscal employees on cash handling, procurement, disbursement, grants, internal controls	Fiscal officers will be provided with guidelines in processing financial transactions and internal controls to minimize risk. Key components will be incorporated into all IFAS courses taught by the Controller's Office, e.g., accounts payable.	In Person	Approximately 100 employees	<p><b>\$12,000</b> (\$10,000 one-time and \$2,000 ongoing)</p> <p>Note: Costs reduced to reflect expanded use of internal trainers.</p>
			Total Estimate	<p><b>\$45,400</b> one-time costs</p> <p>\$10,000 - \$15,000 ongoing depending on # of new hires</p>

<b>COUNTY OF SAN MATEO APPROPRIATION TRANSFER REQUEST</b>				REQUEST NO.
DEPARTMENT COUNTY MANAGER'S OFFICE				DATE January 17, 2013
<b>1. REQUEST TRANSFER OF APPROPRIATION AS LISTED BELOW:</b>				
	<b>CODES</b>		<b>AMOUNT</b>	<b>DESCRIPTION</b>
	<b>FUND OR ORG</b>	<b>ACCOUNT</b>		
<b>FROM</b>	80120	8612	\$65,400	Non-Departmental Services – Reserves
<b>TO</b>	80413	5969	\$65,400	Non-Departmental Services – Other Special Dept. Expenses
Justification (Attach Memo if Necessary) See attached memorandum.				
DEPARTMENT HEAD 				DATE 01/17/13
2. <input type="checkbox"/> Board Action Required <input type="checkbox"/> Four-Fifths Vote Required <input type="checkbox"/> Board Action Not Required				
Remarks:				
COUNTY CONTROLLER 				DATE 1/17/13
3. <input checked="" type="checkbox"/> Approve as Requested <input type="checkbox"/> Approve as Revised <input type="checkbox"/> Disapproved				
Remarks:				
COUNTY MANAGER 				DATE 1-18-13
<b>DO NOT WRITE BELOW THIS LINE – FOR BOARD OF SUPERVISORS USE ONLY</b>				

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 \_\_\_\_\_, 20\_\_\_\_

Ayes in favor of said resolution:  
Supervisors: \_\_\_\_\_

Noes and against said resolution:  
Supervisors: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Absent  
Supervisors: \_\_\_\_\_

\_\_\_\_\_  
PRESIDENT, BOARD OF SUPERVISORS  
COUNTY OF SAN MATEO

ATTEST: \_\_\_\_\_  
Clerk of Said Board

DISTRIBUTION: Board of Supervisors – Controller – County Manager – Department - Treasurer



# MINUTES

**Board Members**

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

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

**County Counsel**  
John C. Beiers

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The meeting was called to order at 9:02 a.m.

January 29, 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

(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. 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)

### **Speakers recognized by the President:**

Supervisor Adrienne Tissier, Board of Supervisors  
Chief Ed Woods, City of Burlingame  
Pastor Draeger, Redeemer Lutheran Church, Recipient  
Supervisor Dave Pine, Board of Supervisors  
Supervisor Don Horsley, Board of Supervisors

2. Presentation of resolutions (**3399 & 3400**) honoring Detectives John Kovach and Andrew Armando upon receiving the Barbara Hammerman Award (Supervisor Don Horsley)

**Speakers recognized by the President:**

Supervisor Don Horsley, Board of Supervisors  
Chief Susan Manheimer, San Mateo Police Department  
Melissa Lukin, CORA  
Supervisor Carole Groom, Board of Supervisors  
Detective John Kovach, Recipient  
Detective Andrew Armando, Recipient

3. A) Resolution (**072366**) approving STARS Awards recipients and Honorable Mention

**Motion: Horsley / Second: Tissier**

- B) Presentation of Resolutions and Commendations honoring STARS Awards recipients
- C) Resolution (**072342**) 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)

**Motion: Pine / Second: Tissier**

**Speakers recognized by the President:**

Rocio Kiryczun, Human Resources  
Linford Gayle, Health System  
Suzanne Aubry, Health System  
Pamela Gibson, Human Resources  
Supervisor Carole Groom, Board of Supervisors  
Supervisor Don Horsley, Board of Supervisors  
Christine Co, Sheriff's Office  
Waymand Wong, Health System  
Fred Crowder, Agriculture Commissioner  
David Leung, Deputy Commissioner, Agriculture Weights and Measures  
Martin Fox, Belmont

## **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.
  - A) FY 2012-13 County Budget Workshop and Mid-Year Update
  - B) Resolution (**072343**) directing the County Manager and Chief Information Officer to develop an Open Data policy and reporting process

**Motion to approve items A – G of the Board memo: Groom / Second: Tissier**

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

**Noes: None**

**Speakers recognized by the President:**

John L. Maltbie, County Manager  
Supervisor Dave Pine, Board of Supervisors  
Supervisor Don Horsley, Board of Supervisors  
Supervisor Adrienne Tissier, Board of Supervisors  
Supervisor Carole Groom, Board of Supervisors  
Supervisor Warren Slocum, Board of Supervisors  
Reyna Farrales, Deputy County Manager  
Jean Fraser, Heath System  
Colin Heyne, Silicon Valley Bicycle Coalition  
Martin Fox, Belmont

**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 **(072344)** approving the 2013 Legislative Session Program for San Mateo County
- C) Resolution **(072345)** 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

**Speakers recognized by the President:**

John L. Maltbie, County Manager  
Supervisor Carole Groom, Board of Supervisors  
Supervisor Dave Pine, Board of Supervisors  
Supervisor Adrienne Tissier, Board of Supervisors  
Martin Fox, Belmont

**Motion: Groom / Second: Tissier**

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

**Noes: None**

## BOARD OF SUPERVISORS

### 6. Board Members' Reports

**Supervisor Adrienne Tissier announced that the Gun Buy-Back event that took place on Saturday, January 26<sup>th</sup> at the San Mateo County Event Center brought in 24 assault weapons, 285 handguns, and 371 rifles/long guns. In exchange for the guns, \$63,500 in cash was handed out. Supervisor Tissier thanked the following people for their involvement in the event; Captain Tom Gallagher, Captain John Quinlan, Lt. Tim Reid, Sgt. Todd Finato, Rangemasters.**

#### **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.

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

## AGRICULTUREWEIGHTS & MEASURES

### 8. Resolution **(072346)** 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 **(072347)** 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 **(3401)** honoring Grace Nelson upon her retirement and years of services to the County of San Mateo (Supervisor Adrienne Tissier)

### 11. Ratification of a resolution **(3402)** 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 **(072348)** 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  
  
**This item was continued to the meeting of March 26, 2013 for adoption.**
  - B) Resolution **(072349)** 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 **(072350)** 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 **(072351)** 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 **(072352)** 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 **(072353)** 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 **(072354)** 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 **(072355)** 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 **(072356)** 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 **(04649)** 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 **(072357)** authorizing an 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

**This item was corrected to read; “...for the term of January 1, 2013 through June 30, 2015, in the amount of \$335,000”**

26. Resolution **(072358)** 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

**This item was corrected to read; “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”**

27. Resolution **(072359)** 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 **(072360)** 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 **(072361)** 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. A) Resolution **(072362)** 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
- B) Resolution **(072363)** authorizing a transfer in the amount of \$1,810,020 from Unanticipated Revenue to salaries and benefits (4/5ths vote required)
31. Resolution **(072364)** 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 **(072365)** 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

**The Board did not discuss the item regarding initiation of litigation pursuant to subdivision (c) of Government Code Section 54956.9 during the closed session.**

**C) Conference with Labor Negotiators**

Agency designated representative: Kelly Tuffo

Employee Organization: United Association of Physicians and Dentists (UAPD)

**Conference with Labor Negotiators was not discussed during the closed session.**

**The Board recessed to regular closed session at 11:22 a.m.**

**The Board reconvened the open session at 12:24 p.m.**

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

**The meeting was adjourned at 12:25 p.m. in memory of Evelyn Stanton, Richard Battaglia, Kalawanti Bhakhri, Cheri Laser, Howard Davis Boone and Sheriff Munks' mother, Gioia Munks.**

# Resolution

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

## Patty Lockman

Upon Her Retirement After

### 31 Years of Service to The County of San Mateo

\*\*\*\*\*

WHEREAS, *Patty Lockman began her employment in public services after high school at the age of 17 as a staff clerk for Alameda County Welfare Department, then moved to a position in 1972 with the U.S. Department of Justice and then shortly thereafter moved on to the U.S. Department of Defense in 1974; and*

WHEREAS, *Patty Lockman joined the County of San Mateo on November 9, 1981 with the Criminal Justice Council as an executive secretary working her way up to Administrative Assistant/Office Manager, while at the same time she attended San Jose State University graduating summa cum laude with a Bachelors in Public Administration and later earning a Master's Degree in Public Administration; and*

WHEREAS, *Patty continued to excel taking on a special project as a Management Analyst for ISD, then went back to General Services and in 1988 transferred to the County Manager's Office as a Management Analyst and where she earned the nickname "Princess" Patty Lockman; and*

WHEREAS, *on December 13, 1998 Patty transferred to the Human Services Agency as the Financial Budget Manager and led the Human Services Agency through the beginning stages of their transition to Outcome Based Budgeting; and*

WHEREAS, *Patty became the Manager of the Administrative Services Team in the fall of 2006 where she supervised Payroll Personnel, Fair Hearings, Special Investigations, Contracts, Facilities and then later Human Resources Development; and*

WHEREAS, *Patty has been a leading manager, great co-worker, dedicated employee and asset to the Human Services Agency and will be missed by many.*

NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors of San Mateo County congratulates Patty Lockman upon her retirement after 31 years of extraordinary service to the County of San Mateo. The Board expresses its deepest gratitude and extends sincere and heartfelt wishes to Patty for the best of luck in all future endeavors, plus many additional years of continuous peace, health and happiness.

Dated: DECEMBER 21, 2012

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 HONORS AND COMMENDS

## Jim Bigelow

\*\*\*\*\*

*WHEREAS, JIM BIGELOW has been named the Redwood City-San Mateo County Chamber of Commerce's 2012 Person of the Year; and*

*WHEREAS, the Chamber's highest award was created in 1970 to recognize those who, more than anyone else, have made the greatest impact on the success of a Chairman's year; and*

*WHEREAS, JIM BIGELOW is the owner of Bay Area Transportation and Housing Associates; and*

*WHEREAS, JIM BIGELOW has made a particular commitment to transportation and housing issues including being an integral part of the Chamber's Transportation and Housing Committee, serving as Transportation Day Chair for the Leadership program every year, and speaking out on behalf of the business community on a variety of issues including housing projects, High Speed Rail, Caltrain modernization, and water transit; and*

*WHEREAS, in 2012, JIM BIGELOW led the way to secure funding for environmental review and design of a new Woodside Road Interchange, with an expectation that he will play an important part as the Transportation and Housing Committee works alongside the City of Redwood City in determining design alternatives; and*

*NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors of San Mateo County hereby honors and commends JIM BIGELOW upon being named the 2012 Person of the Year. On behalf of all citizens, the Board expresses its appreciation for JIM BIGELOW's numerous contributions to the community.*

**Dated: February 1, 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 HONORS AND COMMENDS

## Lourdes Carini

\*\*\*\*\*

**WHEREAS, LOURDES CARINI** has been named the Redwood City-San Mateo County Chamber of Commerce's 2012 Woman of the Year; and

**WHEREAS, LOURDES CARINI** is a highly regarded businesswoman in the community and is Branch Manager for the San Mateo Credit Union's newest branch in East Palo Alto, having brought the North Fair Oaks Branch to number one after joining the San Mateo Credit Union in 2010; and

**WHEREAS,** over the many years she has worked in Redwood City, **LOURDES CARINI** has contributed her knowledge to the community in all areas of banking including mortgage and consumer lending, and has personally provided professional advice to hundreds of individuals and families lacking financial skills; and

**WHEREAS, LOURDES CARINI** has always found a way to connect the company for which she works to the needs of the community including kicking off a fundraising event, now in its 10<sup>th</sup> year, for the Theater Arts Program at Canada College; and

**WHEREAS, LOURDES CARINI** mentors Sequoia High School students in Kiwanis' Key Club, is a member of the Redwood City-San Mateo County Chamber of Commerce, the Woodside Terrace Kiwanis Club, the Redwood City Woman's Club and is a Director of the El Centro de Libertad and she spends her time spearheading key projects that raise money for those in need, builds awareness, and a sense of community; and

**NOW, THEREFORE, BE IT RESOLVED** that the Board of Supervisors of San Mateo County hereby honors and commends **LOURDES CARINI** upon being named the 2012 Business Woman of the Year. On behalf of all citizens, the Board expresses its appreciation for **LOURDES CARINI's** numerous contributions to the community.

**Dated: February 1, 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 HONORS AND COMMENDS

## Greg Greenway

\*\*\*\*\*

**WHEREAS, GREG GREENWAY** has been named the Redwood City-San Mateo County Chamber of Commerce's 2012 Person of the Year; and

**WHEREAS, the Chamber's** highest award was created in 1970 to recognize those who, more than anyone else, have made the greatest impact on the success of a Chairman's year; and

**WHEREAS, GREG GREENWAY** is Executive Director of the Seaport Industrial Association and is a 2000 graduate of Leadership Redwood City/ Belmont/ San Carlos, and has for over ten years, served the Chamber in various roles including as a Chamber Department Chair, Committee Chair, and member of the Board of Directors; and

**WHEREAS, GREG GREENWAY** has made a particular commitment to transportation and housing issues including chairing the Chamber's Transportation and Housing Committee, serving as Housing Day Chair for the Leadership program every year, and speaking out on behalf of the business community on a variety of issues including housing projects, High Speed Rail, Caltrain modernization, and water transit; and

**WHEREAS, in 2012, GREG GREENWAY** led the way to secure funding for environmental review and design of a new Woodside Road Interchange; and

**NOW, THEREFORE, BE IT RESOLVED** that the Board of Supervisors of San Mateo County hereby honors and commends **GREG GREENWAY** upon being named the 2012 Person of the Year. On behalf of all citizens, the Board expresses its appreciation for **GREG GREENWAY's** numerous contributions to the community

**Dated: February 1, 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

## Don Eaton

\*\*\*\*\*

**WHEREAS.** DON EATON has been named the San Carlos Citizen of the Year for 2012 for his service to the community spanning his 36-year residency; and

**WHEREAS,** DON EATON served on the City Council for 15 years, including Mayor, as a South County Fire District Commissioner, on the San Carlos Planning Commission, including Chairman (twice), the South Bayside Systems Authority Board of Directors, the San Carlos Redevelopment Agency Oversight Board, and the Association of Bay Area Governments; and

**WHEREAS,** among other key contributions to the local community, DON EATON spearheaded the successful passage of Measure D, resulting in the completion of the Holly Street grade separation, successfully negotiated and served as spokesman during the Harbor Industrial annexation, brought a traveling Vietnam Veterans Memorial to San Carlos and founded the San Carlos Week of the Family, which continues today; and

**WHEREAS,** DON EATON continues his service to the community, currently serving on the Board of Directors of the Pacific Skyline Boy Scout Council, and the Hiller Aviation Museum, and as a member of the Bay Area Council Economic Institute and the San Mateo County Civil Service Commission; and

**WHEREAS,** DON EATON with his wife Glenna raised their four children in San Carlos; and

**NOW, THEREFORE, BE IT RESOLVED** that the Board of Supervisors of San Mateo County hereby honors and commends DON EATON upon being named the San Carlos Citizen of the Year for 2012. On behalf of all citizens, the Board expresses its appreciation for DON EATON'S numerous contributions to the community.

**Dated:** January 22, 2013

**SUPERVISORS:**

\_\_\_\_\_  
**DON HORSLEY, PRESIDENT**

\_\_\_\_\_  
**DAVE PINE**

\_\_\_\_\_  
**CAROLE GROOM**

\_\_\_\_\_  
**WARREN SLOCUM**

\_\_\_\_\_  
**ADRIENNE J. TISSIER**



Attest: \_\_\_\_\_  
Deputy Clerk of the Board of Supervisors





**COUNTY OF SAN MATEO**  
Inter-Departmental Correspondence  
County Manager



**Date:** January 28, 2013  
**Board Meeting Date:** February 12, 2013  
**Special Notice / Hearing:** None  
**Vote Required:** Majority

**To:** Honorable Board of Supervisors

**From:** John L. Maltbie, County Manager

**Subject:** Continuation of Salary and Benefits for County Employees Mobilized onto Active Duty for Operations in Support of the Global War on Terrorism

**RECOMMENDATION:**

Adopt a Resolution extending the provision of continued employment status for reservists mobilized onto active duty for operations in support of the Global War on Terrorism, until July 31, 2013.

**BACKGROUND:**

Under provisions of the California Government Code, the County provides up to 30 calendar days per year of military leave with pay for County employees serving in the Reserve forces. There is no provision in the Code to provide leave with pay beyond the 30-day calendar period. In order to reduce the disruption to the lives of County employees called to active duty in support of the Global War on Terrorism, this Board passed a resolution in September, 2001 providing such employees full pay for the first thirty days of their service and thereafter the difference between their military and civilian pay. In addition, the resolution provided that full benefits would be provided. Since January 2002 these benefits have been extended 22 times and expired December 31, 2012.

**DISCUSSION:**

This resolution will continue the practice of supporting our employees who have been called from home and County service to provide protection and support to the nation as a result of the military operations in support of the Global War on Terrorism. This Resolution would continue the same pay and benefits until July 31, 2013.

Approval of this Resolution to continue employment status of armed forces reservists mobilized onto active duty contributes to the Shared Vision 2025 outcome of Collaborative Community.

**FISCAL IMPACT:**

The approximate cost is \$2,000 per employee per month. This amount will vary depending on the County and military salaries of the employees who are called up. Currently, one employee is receiving benefits under this Resolution.

**RESOLUTION NO. \_\_\_\_\_**  
**BOARD OF SUPERVISORS, COUNTY OF SAN MATEO, STATE OF CALIFORNIA**

\* \* \* \* \*

**RESOLUTION EXTENDING THE PROVISION OF CONTINUED EMPLOYMENT STATUS  
FOR RESERVISTS MOBILIZED ONTO ACTIVE DUTY FOR OPERATIONS IN SUPPORT  
OF THE GLOBAL WAR ON TERRORISM UNTIL JULY 31, 2013**

---

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

**WHEREAS**, the President of the United States has found it necessary to mobilize onto active duty persons in the military reserve in connection with military expeditions and operations in support of the Global War on Terrorism; and

**WHEREAS**, it is in the public interest to ensure that County employees mobilized onto active duty for such expeditions and operations retain their full employment status; and

**WHEREAS**, in Board Resolution 66669 the County has provided to all persons ordered to active duty in connection with such expeditions and operations the assurance that their status as employees with the County would continue throughout the duration of their active duty with all benefits to the extent it is compatible with the contractual obligations of the County; and

**WHEREAS**, the County has provided such assurance through December 31, 2012 and wishes to extend that assurance through July 31, 2013;

**NOW THEREFORE, IT IS HEREBY DETERMINED AND ORDERED** as follows:

1. Any permanent employee of the County of San Mateo, whether full-time or part-time, who is mobilized onto active duty in connection with military expeditions and operations in support of the Global War on Terrorism shall receive the

following compensation and benefits:

- a. For the first thirty days of the employee's term of active duty, the employee shall be entitled to the paid military leave as set forth in section 395.01(a) of the California Military and Veteran's Code, to the extent that the employee has not already received thirty days of paid military leave during the fiscal year in which the employee is called to active duty. Thereafter, the employee shall receive the difference between the employee's total military compensation, including the employee's base pay and all taxable and nontaxable allowances, and the employee's base pay from the County.
  - b. Full benefits as would be provided if working for the County to the extent such provision of benefits is consistent with the contractual obligations of the County. Benefits shall include accrual of vacations, sick leave, compensatory time, health coverage, dental coverage, life insurance and credit for hours worked towards retirement.
2. The re-employment upon completion of active military duty of any permanent employee of the County who is ordered to active duty in connection with military expeditions and operations in support of the Global War on Terrorism shall be governed by the Veterans' Reemployment Rights Act subject to the additional compensation and benefits provided in paragraph 1 above.
  3. This resolution shall be effective retroactive to June 30, 2012 through July 31, 2013.

\* \* \* \* \*



**COUNTY OF SAN MATEO**  
Inter-Departmental Correspondence  
Health System



**Date:** December 27, 2012  
**Board Meeting Date:** February 12, 2013  
**Special Notice / Hearing:** None  
**Vote Required:** Majority

**To:** Honorable Board of Supervisors

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

**Subject:** Agreement with Angelica Textile Services, Inc.

**RECOMMENDATION:**

Adopt a Resolution authorizing an agreement with Angelica Textile Services, Inc. for linen and laundry management services for the term of February 1, 2013 through January 31, 2015, in an amount not to exceed \$975,000.

**BACKGROUND:**

Angelica Textile Services, Inc. (Angelica) has been providing outstanding quality linen and laundry services to the San Mateo Medical Center (SMMC) and San Mateo County Youth Services Center (YSC) for the past four years. SMMC depends on Angelica for the timeliness of delivery and the quality of the special services that they provide. In addition, Angelica has provided SMMC with a detailed business continuity plan in the case of an emergency or disaster to continue to provide this vital service.

**DISCUSSION:**

Your Board, in Resolution 071231 dated January 25, 2011, authorized a waiver of the Bid Process and the RFP Process for all purposes for future goods/services provided under the Group Purchasing Organization (GPO) agreement with MedAssets because MedAssets ensures low costs and competitive pricing by aggregating hospitals purchasing power and conducting its own Request for Proposals (RFP) for service providers. Angelica Textile Services is a provider under MedAssets. Because Angelica has been such an excellent provider of linen and laundry services, SMMC has chosen to renew the agreement with Angelica.

County Counsel has reviewed and approved the agreement and Resolution as to form. The Contractor's insurance has been reviewed and approved by Risk Management.

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

This agreement contributes to the Shared Vision 2025 outcome of a Healthy Community by providing quality laundry and linen services to SMMC and YSC. It is anticipated that SMMC's linen inventory will be processed and delivered daily 100% of the time to meet patients' needs.

**PERFORMANCE MEASURE:**

<b>Measure</b>	<b>FY 2011-12 Actual</b>	<b>FY 2012-13 Projected</b>
SMMC's linen inventory will be processed and delivered daily to meet patients' needs	100%	100%

**FISCAL IMPACT:**

The term of the agreement is February 1, 2013 through January 31, 2015, in an amount not to exceed \$975,000. Funds in the amount of \$203,125 are included in the SMMC FY 2012-13 Adopted Budget. Funds in the amount of \$487,500 will be included in the SMMC FY 2013-14 Recommended Budget. Similar arrangements will be made for future years.

The payment provisions and levels of service in this contract are essentially the same as the prior contract.

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

**RESOLUTION NO. \_\_\_\_\_**

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

\* \* \* \* \*

**RESOLUTION AUTHORIZING AN AGREEMENT WITH ANGELICA TEXTILE SERVICES INC. FOR LINEN AND LAUNDRY MANAGEMENT SERVICES FOR THE TERM OF FEBRUARY 1, 2013 THROUGH JANUARY 31, 2015, IN AN AMOUNT NOT TO EXCEED \$975,000**

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

**WHEREAS**, on Resolution 071231 dated January 25, 2011, the Board authorized a waiver of the Bid Process and the RFP Process for all purposes for future goods/services provided under the Group Purchasing Organization (GPO) agreement with MedAssets; and

**WHEREAS**, Angelia Textile Services, Inc. (Angelica) is a member of the MedAssets GPO; and

**WHEREAS**, Angelica has been providing outstanding quality linen and laundry services to the San Mateo Medical Center (SMMC) and San Mateo County Youth Services Center (YSC) –for the past four years; and

**WHEREAS**, linen and laundry services are critical to patient and client care. Angelica observes reliable inventory controls to maintain costs; and

**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 Angelica will provide special linen and laundry services for the SMMC for the term of February 1, 2013 through January 31, 2015, in an amount not to exceed \$975,000; and

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

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

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

\* \* \* \* \*

**AGREEMENT BETWEEN THE COUNTY OF SAN MATEO AND  
ANGELICA TEXTILE SERVICES, INC.**

THIS AGREEMENT, entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2013,  
by and between the COUNTY OF SAN MATEO, hereinafter called "County," and  
ANGELICA TEXTILE SERVICES, 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 services to or for County or any Department thereof;

WHEREAS, it is necessary and desirable that Contractor be retained for the purpose of providing laundry and linen services to San Mateo Medical Center and San Mateo County Youth Services Center (YSC)-Hillcrest.

**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

Exhibit C—Energy Matrix Exhibit

Exhibit D—Contingency Plan (for business continuity in case of emergency)

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

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." within 30 days of invoice dated. The Contractor may add a late payment charge of one

and one-half percent (1.5) per month, or the highest rate permitted by law, whichever is lower, to any invoice amount not paid within thirty (30) days as set out herein. The County agrees that this charge, if made in relation to an undisputed invoice, is proper, due and payable. This later payment charge will continue to be added monthly on unpaid amounts for as long as the service invoice is not paid. The County reserves the right to withhold payment of any disputed invoice, until a resolution can be reached, and no late payment charge shall be assessed against a disputed charge. In no event shall the County's total fiscal obligation under this Agreement exceed NINE HUNDRED SEVENTY-FIVE THOUSAND DOLLARS, (\$975,000).

#### **4. Term and Termination**

Subject to compliance with all terms and conditions, the term of this Agreement shall be from February 1, 2013, through January 31, 2015.

This Agreement may be terminated by Contractor, the Chief of the San Mateo County Health System or his/her designee at any time without a requirement of good cause upon one hundred twenty (120) 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.

If the County terminates service for any reason, the County agrees to pay all undisputed outstanding balances due the Contractor within ten (10) days of the effective date of the termination. If not paid within said ten (10) day period, the amount of all outstanding undisputed balances shall be subject to a service charge of one and one-half percent (1.5%) per month, or at the highest rate permitted by law, whichever is lower.

#### **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 and County 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 ..... Waived  
    ...

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, County 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. The parties agree that, pursuant to Section 70713 of Title 22 of the California Code of Regulations ("Title 22"), the facility retains all professional and administrative responsibility for services rendered under this Agreement and that this Agreement is otherwise subject to any applicable requirements of Title 22. 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:**

San Mateo Medical Center  
222 39<sup>th</sup> Avenue  
San Mateo, CA 94403  
Fax: (650) 573-2267

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**In the case of Contractor, to:**

Angelica Textile Services  
8190 Murray Avenue  
Gilroy, CA 95020  
Attn: Market Vice President  
Fax: (408) 840-7579

With copies to:

Angelica Textile Services, Inc.  
1105 Lakewood Parkway  
Suite 210  
Alpharetta, GA 30004  
Attn: President  
Fax: (678) 823-4168

And

Angelica Corporation  
424 South Woods Mill Road  
Chesterfield, Missouri 63017-3406  
Attn: General Counsel  
Fax: (314) 854-3949

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

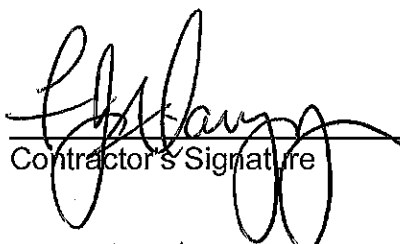
By: \_\_\_\_\_  
President, Board of Supervisors, San Mateo  
County

Date: \_\_\_\_\_

ATTEST:

By: \_\_\_\_\_  
Clerk of Said Board

Angelica Textile Services, Inc.

  
Contractor's Signature

Date: 1-16-2013

Long Form Agreement/Business Associate  
SMMC rev. 1/25/11

## Exhibit "A"

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

### A. Laundry Services

1. Complete laundry services, including but not limited to, laundering, drying, ironing, folding, presswork, garment processing, and inventory control.
2. Pick-up and Delivery Services: Linen pick-up and delivery will occur up to seven (7) times a week, Sunday through Saturday at mutually agreed upon times, except for Christmas and New Year's day throughout the term of the Agreement. Clean linen delivery and soiled pick-up shall occur simultaneously. The schedule may, from time to time, be changed to accommodate Contractor's routing requirements, but no changes shall be made without the prior approval of San Mateo Medical Center (SMMC) Materials Manager. Contractor will not be responsible for any shipping delay that may be caused by conditions or circumstances beyond Contractor's control, such as delays caused by, but not limited to, road closures or traffic accidents. Delivery Locations are: San Mateo Medical Center located at 222 West 39th Avenue, San Mateo, CA 94403, and San Mateo County Youth Services Center (Hillcrest) located at 21 Tower Road San Mateo, CA 94402.

Contractor will provide a contingency plan for the delivery of linen to SMMC in case of a catastrophic event. The plan will be Exhibit D. to this agreement.

3. Contractor shall provide a quality control program which defines the level of quality and service to be provided to County. County shall have complete review and approval rights over the initial program, and throughout the term of this agreement the parties hereto shall mutually agree to any changes, amendments, or modifications to the program that they deem appropriate to keep pace with changes in the County's service needs.
4. Contractor shall provide a representative who shall report on the performance of Contractor as a function of the quality control program. County agrees to meet no less than quarterly with Contractor's representative for the purpose of reviewing the effectiveness of the program, and amending it, as applicable. Any variances from the performance and quality standards set forth in the program shall be dealt with according to the provisions of the program.

5. Delivered linen shall conform, at a minimum, to the generally accepted standards of quality for cleanliness, finish, and appearance. All work performed shall be done under sanitary conditions. Linen shall be free from soil and stains, bacteria, fungi, and other microorganisms, including pathogens, to the extent required by state, county, and city codes and regulatory agencies. Contractor shall at all times comply with the applicable sections of requirements and regulations established by the Joint Commission on Accreditation of Health care Organizations and California's Title 22.
6. Annual inspections will be made by a team provided by the materials manager (i.e. Infection Control, Materials Manager, Safety Office, County Purchasing, and other appropriate staff). County will provide at least three (3) business days notice before visit.
7. Contractor will make every effort to make additional pick-ups and deliveries at the request of San Mateo Medical Center.
8. Biohazard waste received at the Contractor's facility will be disposed of and hauled by an authorized carrier and SMMC will be billed accordingly.
9. Upon request, Contractor will provide 4 full time equivalents (FTEs) for linen distribution who will perform the following:
  - a. Count, stock, and distribute linen seven (7) days per week.
  - b. Collect data daily and enter this information into a linen tracking program which shall be provided by Contractor.
  - c. Monitor linen utilization with a goal of ensuring adequate supplies for County.
  - d. Monitor linen inventory and communicate County requirements to suppliers, generally in accordance with budget or reasonable directions from County.
  - e. Weigh linen being picked up from and linen being delivered to SMMC. This weight will be logged.
  - f. Provide weekly invoices. Daily deliveries should be accompanied by a packing slip.
  - g. Provide the EVS Manager with linen inventory levels to ensure linen par levels are maintained to avoid shortages.
  - h. Perform an annual inventory.

- i. Provide the EVS Manager with the formula for wet to dry weight.
  - j. Provide the following monthly reports: weight report, linen replacement report, and discarded linen report.
  - k. Grade and separate the incoming linen based on age and appearance.
  - l. Launder personal patient clothing up to 5 days a week, utilizing SMMC's equipment and chemicals.
-

Exhibit "B"

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

Standard Linens

Contractor will pick up and process the following SMMC customer owned goods (COG) at a rate of \$0.4821 per clean delivered pound.

- Pillowcase, white
- Sheet, flat white
- Sheet, draw
- Blanket, thermal
- Towel, bath
- Washcloth
- Pad, incontinent
- Sheet, knitted fitted
- Gown patient (tie) large
- Blanket, bath

B. Non-Standard Linens

In addition to \$0.4821 per clean delivered pound, the following items will be charged the following surcharge:

- Towel, surgery loose \$0.0000
- Bag, hamper \$0.0000
- Gown, IV large \$0.0000
- Pants, PJ adult \$0.0000
- Bib, adult \$0.0000
- Blanket Baby \$0.0332
- Tablecloth \$0.5808
- Curtain, cubicle/privacy \$9.5197

C. Staff Apparel

In addition to \$0.4821 per clean delivered pound, the following items will be charged the following surcharge:

- Jacket, warm-up \$0.3547
- Top, scrub women \$0.1995
- Pants, scrub women \$0.2106
- Top, scrub men \$0.1995
- Pants, scrub men \$0.2106
- Coat, Lab \$1.4185

D. Packs

In addition to \$0.4821 per clean delivered pound, the following items will be charged the following surcharge:

- Pack, 4 towels \$2.6810

E. Dust Control Items

In addition to \$0.4821 per clean delivered pound, the following items will be charged the following surcharge:

- Mop, wet housekeeping \$0.6723

F. Special Services

The following special services will be provided upon SMMC's request:

- Mending and Labeling \$21.72 per hour
- Stain Reclamation \$0.8329 per pound
- Special deliveries \$250.00 per trip
- Handling of Bio Hazardous Waste and "Sharps" exposure control \$150.00 per unit
- Linen Distribution Staffing (based on staffing level of 4 FTEs) \$3,618.80 per week

Additional items and specialty labor beyond normal linen service will be negotiated.

G Customer Own Goods (COG): San Mateo Medical Center (SMMC) reserves the right to purchase its own linen, patient apparel, reusable surgical gowns, and surgical linen from those manufacturers currently under contract to SMMC.

H. Annual Price Adjustment: Upon each anniversary date of this Agreement, the charges set forth in Exhibit B may increase equal to the percentage increase in the Consumer Price Index CPI for Medical Care Services (the "CPI"), as measured against the same index for the same month in the previous year. In the event the CPI is no longer in use as of any anniversary date during the term of this Agreement, the parties shall refer to the closest index then published by the U.S. Bureau of Labor Statistics (or its successor agency).

- I. Energy Surcharge: County recognizes that Natural Gas and Diesel Fuel make up a significant percentage of Contractor's operating cost. The volatility of the pricing of these commodities could significantly impact Contractor's ability to provide services during the term of this Agreement. Therefore, County agrees that a variable Energy Surcharge may be added to each invoice using an index-based surcharge that fluctuates up and down each month according to the change in the market price of these two commodities. The Natural Gas and Diesel Fuel Variable Energy Surcharge Matrix is shown on the attached Energy Matrix Exhibit, and is part of this Agreement. Prices for each index will be updated by Contractor on the first Tuesday of each month and provided to County each month.
-

**EXHIBIT C**

**ENERGY MATRIX EXHIBIT**

**ENERGY SURCHARGE  
NATURAL GAS AND DIESEL FUEL**

<b>FutureSource.com 12 Month Strip ^ (Dollars per dekatherm)</b>		<b>Natural Gas Component</b>	<b>National Average Diesel Fuel ~ (Dollars per gallon)</b>		<b>Diesel Fuel Component</b>
<i>At least</i>	<i>but less than</i>		<i>At least</i>	<i>but less than</i>	
\$0.00	\$6.00	0.00%	\$0.00	\$2.50	0.00%
\$6.00	\$6.50	0.30%	\$2.50	\$2.55	0.04%
\$6.50	\$7.00	0.60%	\$2.55	\$2.60	0.08%
\$7.00	\$7.50	0.90%	\$2.60	\$2.65	0.12%
\$7.50	\$8.00	1.20%	\$2.65	\$2.70	0.16%
\$8.00	\$8.50	1.50%	\$2.70	\$2.75	0.20%
\$8.50	\$9.00	1.80%	\$2.75	\$2.80	0.24%
\$9.00	\$9.50	2.10%	\$2.80	\$2.85	0.28%
\$9.50	\$10.00	2.40%	\$2.85	\$2.90	0.32%
\$10.00	\$10.50	2.70%	\$2.90	\$2.95	0.36%
\$10.50	\$11.00	3.00%	\$2.95	\$3.00	0.40%
\$11.00	\$11.50	3.30%	\$3.00	\$3.05	0.44%
\$11.50	\$12.00	3.60%	\$3.05	\$3.10	0.48%
\$12.00	\$12.50	3.90%	\$3.10	\$3.15	0.52%
\$12.50	\$13.00	4.20%	\$3.15	\$3.20	0.56%
\$13.00	\$13.50	4.50%	\$3.20	\$3.25	0.60%
\$13.50	\$14.00	4.80%	\$3.25	\$3.30	0.64%
\$14.00	\$14.50	5.10%	\$3.30	\$3.35	0.68%
\$14.50	\$15.00	5.40%	\$3.35	\$3.40	0.72%
\$15.00	\$15.50	5.70%	\$3.40	\$3.45	0.76%
\$15.50	\$16.00	6.00%	\$3.45	\$3.50	0.80%

\$16.00 or over equates to an additional 0.3% increase in the Natural Gas Surcharge component for every 50 cent increase in the \$/dekatherm

\$3.50 or over equates to an additional 0.04% increase in the Diesel Fuel Surcharge component for every 5 cent increase in the \$/gallon

**^ Source:** <http://futuresource.quote.com>  
Symbol: NGSC A0 30 - Nat Gas 12-Month Strip last price

**~ Source:** <http://eia.doe.gov>  
"Weekly Retail On-Highway Diesel Prices" for the current date – Average All Types

# Business Continuity Plan

## Angelica Corporation Western Region

### Revisions Control Page

Revision	Date	Summary of Changes Made
Original	January 2008	Original
1	January 2009	Annual Review
2	January 2010	Annual Review
3	January 2011	Annual Review
4	February 2012	1. Annual Review 2. Consolidate N. California and SW Region 3. Format Change



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Table of Contents

1 INTRODUCTION...4
1.1 PURPOSE...4
1.2 SCOPE...4
1.3 PLAN OBJECTIVES...4
1.4 ANGELICA PROCEDURE SFY-1250 "EMERGENCY ACTION PLAN"...4
1.5 DEFINITIONS...5
1.6 ASSUMPTIONS...5
1.7 DISASTER AND EMERGENCY DEFINITION...5
1.8 DOCUMENTATION CONTROL...5
1.9 INTERNAL / EXTERNAL COMMUNICATION...6
2 EMERGENCY RECOVERY TEAMS...6
2.1 TEAM MEMBER RESPONSIBILITIES...6
2.2 REGIONAL EMERGENCY MANAGEMENT TEAM (REGIONAL EMT)...6
2.3 LOCATION RESPONSE COORDINATOR (LRC)...7
2.4 LOCATION RESPONSE TEAM (LRT)...7
2.5 EMERGENCY DECLARATION AND NOTIFICATION...8
3 EMERGENCY MANAGEMENT PROCEDURES AND REVIEW...9
3.1 IN THE EVENT OF A FIRE, EXPLOSION, NATURAL DISASTER, OR FLOOD...9
3.2 IN THE EVENT OF AN CRITICAL EQUIPMENT BREAKDOWN OR MAJOR LABOR SHORTAGES...10
3.3 RECOVERY PLAN REVIEW AND MAINTENANCE...13
4 SUPPORTING PROCEDURES, TEMPLATES AND FORMS...13
4.1 EMERGENCY RESPONSE LINEN TRANSFER AND ACTION PLAN...14
4.2 CUSTOMER DELIVERY STATUS UPDATE...14
4.3 PLANT CAPACITY AND RAMP-UP PLAN...14
5 EMERGENCY RECOVERY TEAM CONTACT LISTS...14
5.1 WESTERN REGION EMERGENCY MANAGEMENT TEAM (EMT)...14
5.2 WESTERN REGION LOCATION RESPONSE COORDINATORS (LRC)...15
5.3 LOCATION RESPONSE TEAM MEMBERS (LRT) - PHOENIX...15
5.4 LOCATION RESPONSE TEAM MEMBERS (LRT) - SAN DIEGO...15
5.5 LOCATION RESPONSE TEAM MEMBERS (LRT) - LAS VEGAS...15
5.6 LOCATION RESPONSE TEAM MEMBERS (LRT) - ORANGE...16
5.7 LOCATION RESPONSE TEAM MEMBERS (LRT) - COLTON...16
5.8 LOCATION RESPONSE TEAM MEMBERS (LRT) - SAN FERNANDO...16
5.9 LOCATION RESPONSE TEAM MEMBERS (LRT) - POMONA...16
5.10 LOCATION RESPONSE TEAM MEMBERS (LRT) - PITTSBURG...17
5.11 LOCATION RESPONSE TEAM MEMBERS (LRT) - FRESNO...17
5.12 LOCATION RESPONSE TEAM MEMBERS (LRT) - SACRAMENTO...17
5.13 LOCATION RESPONSE TEAM MEMBERS (LRT) - GILROY...18
5.14 CORPORATE RESOURCES...18
6 SUPPLIER AND CONTRACTOR CONTACT LISTS...18



National Strength ... Local Solutions

6.1	LINEN SUPPLIERS AND WAREHOUSING CONTRACTORS .....	18
6.2	LOGISTICS AND TRANSPORTATION CONTRACTORS.....	19
6.3	TEMPORARY LABOR SERVICES CONTRACTORS .....	19
6.4	AIR COMPRESSOR SUPPLIERS AND CONTRACTORS.....	20
6.5	POWER GENERATOR SUPPLIERS AND CONTRACTORS .....	20
6.6	WASHROOM EQUIPMENT SUPPLIERS AND CONTRACTORS .....	21
6.7	SOIL SORT RAIL SYSTEM CONTRACTORS.....	22
6.8	BOILER EQUIPMENT SUPPLIERS AND CONTRACTORS .....	22
6.9	ELECTRICAL CONTRACTORS.....	23
6.10	PLUMBING CONTRACTORS.....	23
6.11	GAS CONTRACTORS.....	24
6.12	SITE SECURITY SERVICES CONTRACTORS.....	24



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## **1 Introduction**

### **1.1 Purpose**

The purpose of this business continuity plan is to prepare Angelica Corporation in the event of extended service interruptions or outages in one or more of its Western Region plants caused by factors beyond Angelica's control (e.g., natural disasters, man-made events, equipment breakdown, utility outage), and to maintain or restore services to the widest extent possible in a minimum time frame.

The plan identifies recommended and necessary measures to prevent extended service interruptions or outages. It is a plan that encompasses all Angelica plants in the Western region.

All sites are expected to implement preventive measures whenever possible to minimize service interruptions or outages and to recover as rapidly as possible when one should occur.

### **1.2 Scope**

The scope of this plan is limited to significant extended service interruptions or outages and is not a daily problem resolution procedure.

### **1.3 Plan Objectives**

- Serves as a guide for the location recovery teams in the covered Angelica plants
- References and points to the location of any data that resides outside this document
- Provides procedures and resources needed to assist in recovery
- Identifies vendors and customers that must be notified in the event of an extended service interruptions or outages
- Assists in avoiding confusion experienced during a crisis by documenting, testing and reviewing recovery procedures
- Identifies alternate sources for supplies, resources and locations

### **1.4 Angelica Procedure SFY-1250 "Emergency Action Plan"**

In this procedure, references are made to the corporate procedure SFY-1250 "Emergency Action Plan". Procedure SFY-1250 describes detailed activities to be followed after a fire and/or explosion, spills and/or material release, or a natural disaster.



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All Angelica associates receive training on procedure SFY-1250 at the time of hire, annually thereafter, and any time the procedure changes. Training records shall be maintained on file at each plant for a period of five (5) years from the date of training.

### **1.5 Definitions**

- SVP: Senior Vice President (Regional Business Owner)
- MVP: Market Vice President (Head of Customer Relationship Management and Sales)
- ~~POD: Plant Operations Director (Head of an Angelica Plant)~~
- CRD: Customer Relationship Director
- CRM: Customer Relationship Manager
- EMT: Emergency Management Team (see section 2.2)
- LRC: Location Response Coordinator (see section 2.3)
- LRT: Location Response Team (see section 2.4)
- Grocery Store: Angelica term for an on-site inventory of processed linen established to improve the plant's responsiveness to higher than forecasted demand

### **1.6 Assumptions**

- Key people (Plant Operations Directors or Alternates) will be available following a disaster or emergency
- This document and all vital records are stored in a secure off-site location and not only survived the disaster but are accessible immediately following the disaster
- Each support organization will have its own plan consisting of unique recovery procedures, critical resource information and procedures (i.e. site specific emergency action plan)

### **1.7 Disaster and Emergency Definition**

Any loss of utility service (power, water, gas), connectivity (system sites), catastrophic event (weather, natural disaster, vandalism), major labor shortage or critical equipment breakdown that causes a significant interruption in the services provided by Angelica's plants.

### **1.8 Documentation Control**

All documents related to this Continuity Plan are stored on the Angelica Corporation Network – Document Management System – Operations and Delivery – Environmental, Health and Safety.

The regional SVP, as the overall business owner, is responsible for the maintenance of the overall Business Continuity Plan.



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The Location Response Coordinators are responsible for the maintenance of all plant specific documents.

### **1.9 Internal / External Communication**

In the event of a lengthy disaster and/or emergency situation that disables both landline and mobile phones usage, the Company must be prepared to effectively communicate both internally and externally. Consequently, the Company has or will acquire various satellite phones for use during such situations. One satellite phone will be kept in a remote location by the Director of EH&S. The other satellite phone(s) will be kept by the region. Each satellite phone will be deployed to affected plant(s) as determined necessary by SVP / MVP. The Company's satellite phone number(s) should be provided to Customers in advance with the understanding that the Customer should also consider purchasing one or more satellite phones for use during such situations. If the Customer has or will acquire satellite phones for use during such situations, the Company should request and secure their satellite phone number(s).

## **2 Emergency Recovery Teams**

### **2.1 Team Member Responsibilities**

- Each team member will designate an alternate backup
- All team members should keep an updated contact list of their team members' work, home, and cell phone numbers both at home and at work
- All team members should keep this procedure for reference at home in case the disaster or emergency happens after normal work hours. All team members should familiarize themselves with the contents of this plan.

### **2.2 Regional Emergency Management Team (Regional EMT)**

**Head of EMT:** Senior VP of Western Region

**Alternate Head of EMT:** Market VP of Market or Region

**Members:** Senior VP, Market VP and all Plant Operations Directors, as defined in section 5.1.

**Charter:** Responsible for determining emergency evaluation and declaration, overall coordination of the emergency recovery effort, and communications.

**General Activities:**

- Responsible for evaluating the overall situation and determining if an emergency exists



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- Emergency declaration and communication (see section 2.5)
- Evaluate which recovery actions should be invoked and activate the corresponding recovery team(s)
- Evaluate and assess damage assessment findings
- Set restoration priority based on the damage assessment report
- Acts as a communication channel to corporate teams and major customers
- Provide Angelica Senior Leadership with ongoing status information
- Ensure that the Business Continuity Plan will be reviewed annually and exercised on an annual basis (see section 3.3)

### 2.3 Location Response Coordinator (LRC)

**LRC:** Plant Operations Director, as defined in section 5.2.

**Alternate LRC:** Production or Shift Manager

**Charter:** Responsible for overall coordination of the emergency recovery effort for their plant, establishment of the command center, and communications with Emergency Management Team.

**General Activities:**

- Notify the Location Response Team (LRT)
- Gather damage assessment information and report it to EMT
- Determine recovery needs and lead scheduled EMT meetings
- Establish command center and related operations
- Establishes, maintains and distributes recovery meeting agenda, linen transfer schedule and action plan
- Prepare post-emergency debriefing report
- If no emergency is declared, takes appropriate actions to return to normal operation using regular staff
- Ensure that site specific information in the Business Continuity Plan is updated whenever relevant information changes (section 3.3)

### 2.4 Location Response Team (LRT)

**Members:** Plant Operations Director, Service Manager, Chief Engineer, Production Manager, and Office Manager or Lead, as defined in section 5.3 to 5.9.

**Charter:** The Location Response Team is responsible for the initial alerting/notification of the problem to the LRC during normal business hours. During off hours, the LRT may be notified along with the LRC. The LRT also leads the recovery effort for their plant and coordinates all required actions with other plants, suppliers and contractors.



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**General Activities:**

- Provide the following information to the LRC in the event of an service interruption or outage:
  - a. Type of event
  - b. Location of occurrence
  - c. Time of occurrence
  - d. Estimated time to resolution
- Determine if vendors or other teams are needed to assist with detailed damage assessment
- Work with other plants, vendors and corporate resources to develop a rebuild/repair schedule
- Assess if Grocery Store is sufficient to minimize or eliminate service interruptions or delays to Customers
- Assess if excess capacity (e.g. due to overtime, shift schedule alignment) is sufficient to minimize or eliminate service interruptions or delays to Customers
- Decides if local service interruption or outage requires the initiation of regional emergency recovery effort
- Initiates and coordinate execution of emergency recovery action plan

**2.5 Emergency Declaration and Notification**

The Location Response Coordinator (LRC) and the Location Response team of the impacted plant are responsible for coordinating the initial assessment to decide if an emergency needs to be declared.

The Location Response Coordinator (LRC) of the impacted plant is responsible for coordinating the initial Emergency Management Team (EMT) meeting to decide if an emergency needs to be declared.

The regional Senior VP or his/her alternate, as Head of the Emergency Management Team, is responsible for declaring an emergency and activating the various recovery teams as outlined in this plan.

Regardless of the emergency circumstances, an emergency needs to be declared if the Location Recovery Team (LRT) came to the conclusion that it will not be able to recover by the end of the next business day and/or the estimated shortages and delivery delays will impact Angelica's Customers ability to service its Customers and patients. Recovery here means that the 100% Order Fill Rate will return to pre-emergency level.

Also the LRT may conclude that an emergency situation is not present at that point of time, an appropriate action and communicate plan shall be deployed to keep Angelica's Customer Relationship Managers and Customer informed about the situation and any delays this may cause short-term.



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The LRC is responsible for the initial communication to inform all impacted Customers about the issue on hand, the potential impact on Angelica’s ability to provide timely services, the corrective actions taken and the estimated time to resolve the issues.

The plant’s Service Managers are designated as the principal contacts for Customer Relationship Managers and Customer communication, e.g. delivery status update.

The Regional SVP or MVP is designated as the principal contacts for all other external communication, e.g. media.

### 3 Emergency Management Procedures and Review

The following procedures are to be followed by Emergency Management Team (EMT), Location Response Team (LRT) and other designated personnel in the event of an emergency.

These procedures are furnished to Angelica’s management personnel to take home for reference. Sections 5 and 6 have been included to supply internal and external emergency contact information.

#### 3.1 In the Event of a Fire, Explosion, Natural Disaster, or Flood

In the event of a major fire, explosion, natural disaster or flood affecting one or several plant’s ability to provide service to Angelica’s Customers in a timely manner, the plant’s LRC(s) will immediately notify the regional SVP, MVP and, if seen necessary, the members of the Emergency Management Team (EMT).

STEP	OWNER	ACTION
1	All Angelica Associates	Follow Angelica Emergency Action Plan SFY-1250 (section 3) to contain the situation on hand and to minimize the overall impact on people, environment and equipment.
2	LRT	As the conditions allow, the LRT will assess damage to building and equipment and evaluate availability of local workforce.
3	LRC	Based on the outcome of Step 2, the LRT will decide if an emergency recovery plan needs to be initiated. The LRC will inform the EMT about the conclusion.
4	LRC	In case the LRT concludes that an emergency recovery plan needs to be initiated, the plant’s LRC will set up an EMT meeting or conference call to review assessment findings.



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5	Head of EMT	Based on the findings presented in Step 4, the regional SVP or his/her alternate will decide if an emergency recovery plan needs to be initiated.
6	LRC	Initiate emergency recovery plan according to section 3.2 if necessary.

### 3.2 In the Event of an Critical Equipment Breakdown or Major Labor Shortages

In the event of a critical equipment breakdown, e.g. boiler, compressor, or wash tunnel, affecting the plant's ability to provide service to Angelica's Customers in a timely manner, the plant's LRC will immediately notify the regional SVP, MVP and, if seen necessary, the members of the Emergency Management Team (EMT).

In the event of a major labor shortage, the LRC will also contact corporate Human Resources (678-823-4100) and ask for assistance if seen necessary.

In the event of a critical equipment breakdown or major labor shortage, the guidelines and procedures in this section are to be followed.

STEP	OWNER	ACTION
1	LRC	Initiate Location Response Team meeting to assess equipment damage.
2	LRT	Determine and evaluate equipment repair options and associated timelines to restore full capacity.
3	LRT	Determine and evaluate if on-hand linen inventory in local Grocery Store.
4	LRT	Determine and evaluate options to align current shift pattern and usage of overtime to increase plant capacity.
5	LRT	Determine and evaluate if on-hand linen inventory in regional warehouse(s).
6	LRT	Based on the above steps 2 to 5, determine if a recovery to pre-incident service levels will be likely in the next 24 hours and if the estimated shortages and delivery delays will impact Angelica's Customers ability to service its Customers and patients. If a recovery in the next 24 hours is likely, manage situation internally with Location Response Team.
7	Service Manager	Periodically inform CRMs and Customer regarding potential delays, new delivery times and expected shortages.



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8	LRC	If a recovery in the next 24 hours is unlikely and/or if the estimated shortages and delivery delays will likely impact Angelica's Customers ability to service its Customers and patients, communicate situation to Emergency Management Team (EMT) and set up EMT meeting or conference call to initiate Emergency Recovery Plan.
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		<p><b>During the initial EMT meeting or conference call the following activities shall be discussed and agreed upon.</b></p> <ul style="list-style-type: none"> <li>• Evaluate availability of processed on-hand linen inventory “Grocery Stores” in all regional plants and agree on linen transfer quantities and schedule</li> <li>• Evaluate availability of on-hand linen inventory in regional warehouse and agree on new linen delivery quantities and schedule</li> <li>• Evaluate capacity availability based on the latest Plant Capacity and Ramp-up Plan for each plant and agree on ramp-up plan (capacity and schedule) for each plant based on location, capacity availability and ramp-up schedule</li> <li>• Establish transportation schedule for internal linen shuttles using internal resources, overtime and external transportation service providers (contact information in section 6.2)</li> <li>• Assess need to transfer employees from one plant to another to support ramp-up plan</li> <li>• Assess need for additional external personnel and contact temporary labor service provider (contact information in section 6.3) if needed</li> <li>• Establish regional engineering support plan and schedule based on availability, competences and needs</li> <li>• Contact and schedule external technical support (see contact information in section 6.1 to 6.12)</li> <li>• Establish, in collaboration with the CRMs and Customers, a delivery prioritization (quantity and schedule) based on linen availability and impact on Angelica’s Customer ability to provide adequate services</li> <li>• It is recommended to shorten larger Customers by an equal percentage for each core item to minimize impact on each Customer</li> <li>• It is recommended to reschedule deliveries according to the normal delivery sequence to minimize impact on each Customer</li> <li>• Establish internal and external communication plan</li> <li>• Document all agreed emergency recovery action items and distribute to all EMT members and the LRT after the initial meeting</li> <li>• Establish meeting or conference call schedule for EMT meetings for next 72 hours</li> </ul>
9	EMT	
10	LRC	Manage Emergency Response Action Plan and provide periodic updates between the meetings or conference calls by email to EMT and LRT as agreed and necessary.



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11	LRC	Develop initial Customer communication to inform all impacted Customers about the issue on hand, the potential impact on Angelica's ability to provide timely services, the corrective actions taken and the estimated time to resolve the issues. Review communication with SVP and MVP prior to distribution.
12	LRC	Send initial Customer communication to all impacted Customers and their CRMs by email.
13	Service Manager	Periodically inform CRMs and Customer regarding potential delays, estimated shortages, new delivery times and recovery progress.

### 3.3 Recovery Plan Review and Maintenance

This plan is intended to be a living document and as such shall be reviewed on a regular basis. The plan shall be reviewed and exercised on an annual basis. The annual test may be in the form of a walk-through, mock disaster/emergency or component testing, or table-top exercise. Additionally, with the dynamic environment present within Angelica, it is important to review the listing of internal and external contact information (sections 5 and 6) within the plan regularly.

The plan will be stored in a common location where it can be viewed by the Emergency Management Team and Location Response Team. Each Angelica plant will have its own directory with change management limited to the Location Response Coordinator.

The Location Response Coordinator will be responsible for the plan. His/her specific responsibilities are as follows:

- Provide hard copy of plan to all Location Response Team members. Team members must store copy at home, in a personal car, or electronically via a hand-held device or laptop computer.
- Regularly (at a minimum annually) review and update information in the business continuity plan (e.g., contact lists, equipment & asset inventories, vendors & contractor contacts, ...). Communicate with the Emergency Management Coordinator to get up-to-date information periodically.
- Hold initial team meeting to get team members acquainted with the plan and hold at a minimum annual meetings to review the plan on an ongoing basis.

## 4 Supporting Procedures, Templates and Forms



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#### 4.1 Emergency Response Linen Transfer and Action Plan

The Location Response Coordinator shall document all agreed action items and linen transfers accurately using internal documents / forms.

#### 4.2 Customer Delivery Status Update

The plant's Service Managers are designated as the principal contacts for Customer Relationship Managers (CRMs) and Customer communication, e.g. delivery status update. The Service Managers will provide delivery status information to all the CRMs based on an agreed frequency.

#### 4.3 Plant Capacity and Ramp-up Plan

As customary, the Plant Operations Director of every Angelica plant in the Western region is required to keep an (internal) updated capacity model, including current available capacity by day and shift, time required to activate additional capacity and actions required to activate additional capacity. During a declared emergency, the Plant Capacity Ramp-up Plan will be communicated to LRT and ERT initially and each time a revision to the Plan is made.

### 5 Emergency Recovery Team Contact Lists

#### 5.1 Western Region Emergency Management Team (EMT)

Name (Title)	Work	Home	Cell
Frank Dargavage (SVP)	714-637-6671	N/A	714-916-3761
Michele Wisener (MVP - N. Cal)	559-485-0291	559-485-0291	559-974-2771
Yelena Morri (MVP - SW)	714-998-6109 ext. 109	714-377-7291	714-504-2464
Cesar Zazueta (POD Orange)	714-637-6671	N/A	626-825-6358
Joe Gomez (POD Colton)	909-825-2292	951-847-5224	951-847-5224
Alicia Silva (POD San Fernando)	323-222-0141	N/A	562-305-1171
Mike Kaye (POD Pomona)	909-623-5135	N/A	786-218-1840
Alex Gutierrez (POD Phoenix)	602-415-0089 ext. 210	623-755-6579	623-223-6804
Ana Laura Gonzalez (POD San Diego)	619-263-6915	619-523-2069	619-623-5735
Steve Huntsman (POD Henderson)	702-257-0323	N/A	916-997-8206
John Beurskens (POD Pittsburg)	925-473-9978	707-745-2419	707-590-6018
Eric Vecchiarelli (POD Fresno)	559-485-0291	N/A	559-905-9531
Jay Crozier (POD Sacramento)	916-381-0685	916-361-1748	916-997-4920
Stephanie Jauregui (POD Gilroy)	408-840-7504	209-710-0446	209-620-7552



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## 5.2 Western Region Location Response Coordinators (LRC)

Name	Location	Work	Home	Cell
Cesar Zazueta	Orange	714-637-6671	N/A	626-825-6358
Joe Gomez	Colton	909-825-2292	951-847-5224	951-847-5224
Alicia Silva	San Fernando	323-222-0141	N/A	562-305-1171
Mike Kaye	Pomona	909-623-5135	N/A	786-218-1840
Alex Gutierrez	Phoenix	602-415-0089 ext. 210	623-755-6579	623-223-6804
Ana Laura Gonzalez	San Diego	619-263-6915	619-523-2069	619-623-5735
Steve Huntsman	Las Vegas	702-257-0323	N/A	916-997-8206
John Beurskens	Pittsburg	925-473-9978	707-745-2419	707-590-6018
Eric Vecchiarelli	Fresno	559-485-0291	N/A	559-905-9531
Jay Crozier	Sacramento	916-381-0685	916-361-1748	916-997-4920
Stephanie Jauregui	Gilroy	408-840-7504	209-710-0446	209-620-7552

## 5.3 Location Response Team Members (LRT) - Phoenix

Name	Title	Work	Home	Cell
Alex Gutierrez	POD	602-415-0089 ext. 210	623-755-6579	623-223-6804
Ron Paschall	Service Manager	602-415-0089 ext. 215	N/A	480-529-7827
Joseph Kolo	Chief Engineer	602-415-0089 ext. 223	623-979-2559	602-908-7614
Herson Moya	Production Manager	602-415-0089 ext. 214	N/A	602-475-9469
Jaci Mazy	Office Manager	602-415-0089 ext. 211	602-863-2624	602-330-7521
Mark Kemp	SW MVP	602-415-0089	480-833-8786	602-885-0809

## 5.4 Location Response Team Members (LRT) – San Diego

Name	Title	Work	Home	Cell
Ana Laura Gonzalez	POD	619-263-6915	619-523-2069	619-623-5735
Russ Wiegand	Service Supervisor	619-263-6915	619-276-2818	619-962-2215
Curtis Mitchell	Chief Engineer	619-263-6915	619-670-7578	619-784-6838
Oscar Sosa	Shift Supervisor	619-263-6915	N/A	619-665-0684
Claudia Bustamante	Office Manager	619-263-6915	N/A	619-436-9060
Patricia Strauss	CRD	619-263-6915	N/A	760-846-1930

## 5.5 Location Response Team Members (LRT) – Las Vegas

Name	Title	Work	Home	Cell
Steve Huntsman	POD	702-257-0323	N/A	916-997-8206
Luis Gonzales	Chief Engineer	702-257-0323	N/A	702-577-6489



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Frank Sosa	Production Manager	702-257-0323	N/A	909-305-3075
Geanene Sanchez	Team Leader (Delivery)	702-257-0323	N/A	N/A
Alice Juarez	Office Manager	702-257-0323	N/A	702-463-0653
Mark Kemp	CRD	602-415-0089	N/A	602-885-0809

**5.6 Location Response Team Members (LRT) – Orange**

Name	Title	Work	Home	Cell
Cesar Zazueta	POD	714-637-6671 ext. 201	N/A	626-825-6358
John Suggs	Service Manager	714-637-6671 ext. 204	909-861-3355	714-272-4260
Al Delcome	Chief Engineer	714-637-6671 ext. 213	N/A	909-520-7433
Richard McPheeters	Production Manager	714-637-6671 ext. 212	N/A	310-658-0161
Lisa Hobson	Office Manager	714-637-6671 ext. 210	N/A	562-355-0250
Jason Tharp	CRD	714-637-6671 ext. 202	N/A	714-309-0600

**5.7 Location Response Team Members (LRT) – Colton**

Name	Title	Work	Home	Cell
Joë Gomez	POD	909-825-2292	951-847-5224	951-847-5224
Roy Martinez	Service Manager	909-825-2292	323-219-0819	323-219-0819
Pete Sana	Chief Engineer (act.)	909-825-2292	909-936-2381	909-936-2381
Hector Rodas	Production Manager	909-825-2292	714-287-3943	714-287-3943
Tracy Ferraro	Office Manager	909-825-2292	909-921-2648	909-921-2648
Rob Snyders	CRD	909-825-2292	N/A	805-358-5587

**5.8 Location Response Team Members (LRT) – San Fernando**

Name	Title	Work	Home	Cell
Alicia, Silva	POD	323-222-0141	N/A	562-305-1171
Robert, Moreno	Service Manager	323-222-0141	N/A	323-394-7108
Humberto, Nieves	Production Manager	323-222-0141	N/A	562-447-6184
Ronald “Steve” Blackwell	Engineering	323-222-0141	N/A	562-331-4855
Rob Snyders	CRD	323-222-0141	N/A	805-358-5587

**5.9 Location Response Team Members (LRT) – Pomona**

Name	Title	Work	Home	Cell
Mike Kaye	POD	909-623-5135	N/A	786-218-1840
Dennis Dooley	Chief Engineer	909-623-5135	909-987-9424	951-532-2636



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Rosario Gomez	Production Manager	909-623-5135	N/A	909-567-1769
Therese Domme	Office Manager	909-623-5135	N/A	626-893-5415
Angie Jump	Service Manager	909-623-5135	N/A	714-280-5872
JJ Venegas	Service Supervisor	909-623-5135	N/A	626-421-4358
Corey Phelps	Service Supervisor	909-623-5135	N/A	909/ 544-3117
Rodolfo Figueroa	Shift Manager	909-623-5135	N/A	951-436-8844
Herb Underwood	2 <sup>nd</sup> Shift Maintenance	909-623-5135	909-383-9090	909-380-2258
Jason Tharp	CRD	909-623-5135	N/A	714 -309-0600

**5.10 Location Response Team Members (LRT) – Pittsburg**

Name	Title	Work	Home	Cell
John Beurskens	POD	925-473-9978	707-745-2419	707-590-6018
Sammy Avelar	Shift Manager	925-473-9978	N/A	650-222-9680
Gayland Zachary	Service Manager	925-473-9978	925-625-3397	925-382-7517
Patti Zachary	Office Manager	925-473-9978	925-783-9321	925-783-2596
David Wright	Chief Engineer	925-473-9978	209-824-1179	209-471-1577

**5.11 Location Response Team Members (LRT) – Fresno**

Name	Title	Work	Home	Cell
Eric Vecchiarelli	POD	559-485-0291	N/A	559-905-9531
Danny Avery	Service Manager	559-485-0291	N/A	559-974-8612
Phil Vecchiarelli	Chief Engineer	559-485-0291	N/A	559-974-8610
Lessie Green	Production Manager	559-485-0291	N/A	559-281-7275
Nancy Lujan	Office Manager	559-485-0291	N/A	559-360-1704
Jim Babb	CRD	559-485-0291	N/A	209-401-7351
Keven Thomas	Shift Manager	559-485-0291	N/A	559-316-9604
John Loeffler	2 <sup>nd</sup> Shift Maintenance	559-485-0291	N/A	559-970-4470

**5.12 Location Response Team Members (LRT) – Sacramento**

Name	Title	Work	Home	Cell
Jay Crozier	POD	916-381-0685	916-361-1748	916-997-4920
Eddie Brinson	Service Manager	916-381-0685	916-474-4509	916-601-8618
Joe Rios	Chief	916-381-0685	916-706-1210	916-947-5257
Marvin Carey	Production Manager	916-381-0685	916-903-7276	916-667-6445
Lily Gutierrez	Office Manager	916-381-0685	916-508-5454	916-508-5454



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### 5.13 Location Response Team Members (LRT) – Gilroy

Name	Title	Work	Home	Cell
Stephanie Jauregui	POD	408-840-7504	209-710-0446	209-620-7552
Willard Rodgers	Chief engineer	408-840-7504	831-636-5708	408-804-2047
Mark Pearson	Shift manager	408-840-7504	N/A	408-981-5452
Christina Naranjo	Shift manager	408-840-7504	N/A	408-665-2251
Veronica Prado	Office manager	408-840-7504	N/A	831-801-0737
Henry Helsing	Service manager	408-840-7504	N/A	925-525-3662

### 5.14 Corporate Resources

Name	Title	Work	Home	Cell
Leon Johnson	SVP Operations	678-823-4100	N/A	770-826-1816
Jamie Orlando	VP Operations	678-823-4100	N/A	386-547-8356
Tony Long	Director of EH&S	904-228-8721	N/A	904-228-8721
Rich Martwick	Human Resource Director	678-823-4100	N/A	404-386-9983
Angelica HelpDesk	IT	678-823-4169	N/A	N/A
Tracy Palmer	Purchasing Director	678-823-4100	N/A	N/A
Luke Harsch	Regional Engineer	909-825-2292	N/A	858-699-7277
Daryl Strunk	Operations Director	817-975-2797	N/A	817-975-2797

## 6 Supplier and Contractor Contact Lists

### 6.1 Linen Suppliers and Warehousing Contractors

New rental linen is primarily purchased through the Company's Purchasing Department located in Alpharetta, GA. The Purchasing Director (648-823-4100) has the primary responsibility to source new rental linen as needed during a declared emergency situation. Each plant will secure supplemental rental linen on an as need basis by communicating and coordinating directly with other plants located in the region and, where applicable, regional warehouse(s).



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During a declared emergency, communication with COG customers via Regional MVP (or designee) must be established as soon as possible in order to determine if any supplemental rental linen is required. Cost per pound not recovered on rental linen used to supplement COG customers. Desired (rental) PAR levels for COG customers must be taking into consideration during the planning / sourcing process.

### 6.2 Logistics and Transportation Contractors

Location	Vendor Name	Contact Name	Phone
Phoenix	Enterprise Tucson	Mat Lynar	520-807-0606
Phoenix	Penske	Shawn Van Riper	623-936-1227
Phoenix	Fedex	Operator	800-463-3339
Las Vegas	Idealease	Harvey	702-642-8789
Las Vegas	Penske	Stacy Burnett	702-898-3100
Orange	Penske	Customer Service	714-978-9400
Orange	Ryder	Customer Service	714-289-0410
Orange	CLC	Customer Service	800-397-6909
Colton	Penske	Customer Service	800-526-0798
Colton	Ryder	Customer Service	888-715-7272
Colton	Idealease	Customer Service	800-435-3273
San Fernando	Idealease	Jimmy	323-560-3882
San Fernando	Penske	Customer Service	800-526-0798
Pomona	Penske	Mike Metcalf	951-340-4488
Pittsburg	Idealease	John Henry	209-993-9846 209-944-0909
Pittsburg	Penske	All Greenway	510-562-4054 800-526-0798
Fresno	Penske	Matt Vorhes	559-903-2656
Sacramento	Ryder	Sandra Becker	916-838-1241
Gilroy	CLC	Nick Candea	877-846-9100

### 6.3 Temporary Labor Services Contractors

Location	Vendor Name	Contact Name	Phone
Phoenix	Express Personnel	Daria Jurin	602-458-9501
Las Vegas	Manpower	Mary Ann Coppa	702-399-5200
Orange	Labor Ready	Steve Smith	714-441-0384
Orange	Snelling	Maria Del Cid	714-557-7767 Office 714-418-7320 Cell
Orange	Work 22, Inc.	Gary Schultz	323-456-0418
San Fernando	Work22 Inc.	Gary Schultz	323-456-0418
San Fernando	Labor Ready	Brenda	
Pomona	Select	Shelly Esparza	909-930-0555
Pittsburg	Express	Shellie Seyer	925-+676-6600 x 101 Cell 925-354-7433



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Fresno	Firm / Manpower	Mai Thao / Bill Washington	559-487-1561 / 559-225-6200
Sacramento	Labor Ready	Mark Perry branch mgr.	916-955-9323
Gilroy	Select	Kelly Medrano	831-775-0712

#### 6.4 Air Compressor Suppliers and Contractors

Location	Vendor Name	Contact Name	Phone
Phoenix	Ingersol Rand	Jim Mealy	602-431-1400
San Diego	Ingersoll Rand	Ken Hudson	858-278-9980
San Diego	Hydraulic Controls	Rick Case	619-691-0215
San Diego	Sunbelt Rentals	Michael Ales	619-298-9846
Las Vegas	Aero Compressor	Allen Young	562-903-1557
Orange	Aero Compressor Inc	Rudy Covarrubias	800-649-2376
Orange	Osterbauer Compressor	Lily Sabrera	323-583-4771
Orange	Sunbelt Equipment Rentals	Richard Sambrano	714-923-1890
Orange	United Rental	Gabriel Sajardo	714-871-5712 714-642-0888 Cell 800-877-3687
Colton	Aero Compressor	Allen Young	562-903-1557
San Fernando	Osterbauer Compressor	Joe Robleto	323-583-4771
Pomona	Airite Heating & Air Conditioning	Joe Givigliano joe.givigliano@airite.com	(909) 628-6035
Pittsburg	Ingersol Rand	Neil Bartly	510-441-5600 Cell: 510-520-9391
Fresno	Associate Compressors	Larry Young	559-485-3184
Sacramento	Air Perfection	Jason	510-537-3009
Gilroy	Air Perfection Inc.	Customer Service	707-678-0573

#### 6.5 Power Generator Suppliers and Contractors

Location	Vendor Name	Contact Name	Phone
Phoenix	SRP	Netoya Evans	602-236-6563
San Diego	Sunbelt Rentals	Michael Ales	619-298-9846
Las Vegas	Ahern Rentals	Josh Taylor	702-362-1800
Orange	Sunbelt Equipment Rentals	Richard Sambrano	714-923-1890
Orange	United Rental	Gabriel Sajardo	714-871-5712 714-642-0888 Cell 800-877-3687
Colton	Sun Belt Equipment Rental	Customer Service	951-682-6823
San Fernando	Rich Rentals	John Grant	818-242-3129
Pomona	WATS	Angel Ortiz	562-392-2178
Pittsburg	United Rental	Dublin	925-829-2980



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Pittsburg	United Rental	Dante Avitable	925-757-7900
Fresno	Valley Power Systems	Mark Peterson	559-486-6900
Sacramento	US Rentals	Service Desk	916-922-9895
Gilroy	Cresco	Customer Service	408-846-1830

## 6.6 Washroom Equipment Suppliers and Contractors

Location	Vendor Name	Contact Name	Phone
Phoenix	Laundry and Equipment	Ron Esmon	602-244-0770
Phoenix	Western State Design	Lorne Lyle	800-633-7153
Phoenix	Jensen USA	John Feldman	850-271-5959
Phoenix	Softrol	Phil McGill	877-241-7679
Phoenix	CLM	Customer Service	323-232-2714
San Diego	Milnor	Linda LeBouf	504-467-9591
San Diego	Western State Design	Lorne Lyle	800-633-7153
San Diego	Ellis	Andy Aguirre	630-250-4825
San Diego	CLM	John Vargas	323-232-2417
San Diego	Ecolab	David Carry	800-553-8683
Las Vegas	Jensen	Mikkel Jensen	850-271-5959
Las Vegas	Ellis	James Shaw	630-240-5142
Las Vegas	G.A.Braun	Ray Burke	800-432-7286
Las Vegas	WSD	Andy Jeninga	760-525-3819
Las Vegas	E-Tech	David Lindblom	612-618-8073
Las Vegas	Ecolab	Pete Montez	562-824-2192
Orange	Kannegiesser USA	Janis Zimmerman	972-602-8766
Orange	Jensen	John Philmen	850-271-5959
Orange	E-Tech	Derek Garcia	800-383-2463 ext.145
Orange	Ecolab	Peter Montez	562-824-2192
Orange	Milnor Corporation	Customer Service	504-467-9591
Colton	Jensen	Mikkel Jensen	850-271-5959
Colton	Ellis	James Shaw	630-240-5142
Colton	G.A.Braun	Ray Burke	800-4327286
Colton	WSD	Andy Jeninga	760-525-3819
Colton	E-Tech	David Lindblom	612-618-8073
Colton	Ecolab	Pete Montez	562-824-2192
San Fernando	Kannegiesser USA	Janis Zimmerman	972-602-8766
San Fernando	G.A Braun	Customer Service	800-432-7286
San Fernando	Ellis	Customer Service	800-453-9222
Pomona	Jensen	John Feldman	850-271-5959
Pomona	Softrol	Greg Keith	770-974-2700
Pomona	Kaman	Leonard Guzman	909-212-7110
Pittsburg	WSD	Dave Johnson	800-633-7153
Fresno	Milnor / WSD	Dan Johnson / Operator	504-467-9591 / 510-732-1008



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Sacramento	WSD	Dave Johnson	510-698-1186
Gilroy	WSD	Theresa Rocha	800-633-7153 ext. 305

### 6.7 Soil Sort Rail System Contractors

Location	Vendor Name	Contact Name	Phone
Phoenix	White Conveyor & Speed	Ed Ray	800-241-0990
Phoenix	Check	Nick Richenbacker	307-587-3354
Las Vegas	N/A	N/A	N/A
San Fernando	E- Tech	Larry Erickson	612-597-8729
Pomona	Jensen	Agustin Peralta	<a href="mailto:agustin.peralta@jensen-group.com">agustin.peralta@jensen-group.com</a>
Pittsburg	E-Tech	Derek Hanson/ Dan Score	612-722-1366 Cell: 651-343-6773
Fresno	La Fiell / In House	Ron Niccess	702-677-5300
Sacramento	N/A	N/A	N/A
Gilroy	E-Tech	Mark Kemble	612-722-1366 ext.128

### 6.8 Boiler Equipment Suppliers and Contractors

Location	Vendor Name	Contact Name	Phone
Phoenix	Arizona Boiler	Joe Casillas	623-979-3301
Phoenix	Thermal Engineering of Arizona	Customer Service	520-880-4000
Phoenix	JB Sales	Customer Service	602-258-1545
San Diego	Johnson Boiler	Dave Coleman	559-237-7772
San Diego	County Burner	Matt Ganon	619-282-7545
San Diego	Total Western Boiler	Mike Setting	562-220-1458
San Diego	Ecolab Boiler Division	Dedra Hatcher	619-453-3185
Las Vegas	Desert Boilers	Morgan Knotts	702-631-7780
Las Vegas	Energy Products	Rick Page	702-485-1533
Las Vegas	Total Western ,Inc.	Michael Setting	562-220-1450
Orange	Southern California Boiler	Mark Ramirez & Kevin Dolman	714-908-5872
Orange	World Environmental	Keith Shannon	949-472-9200 Office 949-279-5993 Cell
Orange	Ecolab	Richard Vanoss	800-383-2463
Colton	Total Western ,Inc.	Michael Setting	562-220-1450
San Fernando	Total Western	Mike, Setting	562-220-1450
Pomona	Superior Boiler	Craig Mallette	562-928-5509
Pomona	Total Western	Doug Goodenarugh	562-220-1450
Pomona	World Environment	Karl Shannon	949-472-0200
Pomona	George T. Hall	G. T. Hall	714-939-7110
Pittsburg	Diablo Boiler	Tim Clay	925-776-5089



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			Cell: 510-410-4888
Pittsburg	Johnsons Boiler	Dave Coleman	559-237-7772
Fresno	Johnsons Boiler	Dave Coleman	559-237-7772
Sacramento	RF McDonald	Antony Marino	209-576-0726
Gilroy	Johnsons Boiler	Dave Coleman	559-237-7772

### 6.9 Electrical Contractors

Location	Vendor Name	Contact Name	Phone
Phoenix	Indicom Electric	Mike Bore	602-276-6343 cell 602-757-4628
San Diego	Electrical Motor Specialist	Paul De Puyt	619-238-0183
San Diego	Chicks Electrical Motors	Jose	619-232-2162
San Diego	Beck Electric	Martin Beck	619-997-2325
Las Vegas	Royal Wholesale Electric	Don Leonard	951-683-6625
Las Vegas	Adobe Electric	Dan/Bill/Skip	702-222-0622
Pomona	M-D Electric	Customer Service	909-629-8661
Colton	Royal Wholesale Electric	Don Leonard	951-683-6625
Orange	Mid City Electric	Marlin Vander Molem	562-402-8833
Orange	Bright Electric Inc.	Mark Bright	714-973-2211
San Fernando	Supreme	Arron	323-227-0414
Pomona	Pomona Electric	Customer Service	909-571-8100
Pittsburg	Collins Electric	Jeff Withers	209-323-3636
Fresno	Electric Motorshop	Dave Noman	559-250-3623
Sacramento	Rex Moore	Service Desk	916-372-1300
Gilroy	A.J. Moley Contractor	A.J. Moley	831-970-1381

### 6.10 Plumbing Contractors

Location	Vendor Name	Contact Name	Phone
Phoenix	P&M Plumbing	Paul Sherrard	480-844-2892
San Diego	Rescue Rooter	Curtis Gandy	858-526-1563
San Diego	Ahlee Backflow Testing	Susan	619-444-7781
San Diego	Cable Pipe and Leak	Susie	619-873-1530
Las Vegas	Keenan Pipe and Supply	Stephanie or Don	702-382-7475
Orange	Biard & Crocket Plumbing	Janet	714-639-4400
Orange	Anderson Air Conditioning	Customer Service	714-888-6800
Colton	Kenan Pipe Supply	Customer Service	909-885-4455
San Fernando	Rescue Rooter	Alfred	800-726-6729
Pomona	Bell Pipe	Customer Service	714-772-3200
Pomona	Hirsch Pipe	Customer Service	909-622-1084
Pomona	Alpi Supply	Tony Alpi	909-590-0043



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Pittsburg	Ferguson Enterprises	Customer Service	925-432-7375
Fresno	Allbritten	Aaron Kalina	559-292-4919
Sacramento	Lupin and Holley	Service Desk	916-919-5976
Gilroy	Rescue Rooter	Brian Sullivan	510-729-6000

**6.11 Gas Contractors**

Location	Vendor Name	Contact Name	Phone
Phoenix	SW Gas	Craig Elias	713-235-7508
Phoenix	Shell Energy	Natalie Grace	858-526-2110
San Diego	Western Pump	Ryan Shadburn	619-239-9988
San Diego	SKS	Rick Dipiero	800-275-0839
Las Vegas	SWG	Nasrin Houston	702-365-2549
Orange	The Gas Company	Customer Service	800-427-2000
Colton	George T Hall	Jose Gaytan	714-939-7100
San Fernando	SCGC	Fabie Albert	714-634-3249
Pomona	The Gas Company	Greg Heintz	714-634-3189
Pittsburg	PG&E	Matt Schneiderman	415-973-2890 800-468-4743 Cell:415-693-8894
Fresno	PG&E	Alan Koobatian	559-263-7409
Sacramento	SMUD	Tammy Tabor-Smith	916-732-6729
Gilroy	PG & E	Customer Service	800-743-5000

**6.12 Site Security Services Contractors**

Location	Vendor Name	Contact Name	Phone
Phoenix	Aries Electronics	Joe Goetz	480-497-2695
San Diego	Schmidt Fire Protection	Leonard Moore	858-279-6122
San Diego	Protection One	Call center	800-438-4357
Las Vegas	ADT	Darrell Johnson	702-933-3134
Orange	S.O.L.A.	Customer Service	818-785-6622 800-430-8832
Colton	Aver Media	Customer Service	408-492-2118
San Fernando	Protection One	Sar Pathan	818-373-6289
Pomona	D+R Protection	Customer Service	877-769-4467
Pittsburg	N/A Gated Business Park	Terri Beardsley	925-432-4714
Fresno	Bradford Security Services	John Bradford	559-276-1400
Sacramento	Sac. Control Systems	Customer service	916-638-0788
Gilroy	SVSP	Customer Service	877-884-7877

## EXHIBIT E

### CORPORATE COMPLIANCE SMMC CODE OF CONDUCT (THIRD PARTIES)

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

To the Extent applicable to the services provided, the Undersigned will comply with all Federal, State or other governmental health care program requirements and with SMMC's policies and procedures relating to SMMC's Corporate Compliance Program, including the requirements set forth in the Corporate Integrity Agreement (CIA) to which SMMC is a party (available online at [http://oig.hhs.gov/fraud/cia/agreements/the\\_county\\_of\\_san\\_mateo\\_03062009.pdf](http://oig.hhs.gov/fraud/cia/agreements/the_county_of_san_mateo_03062009.pdf)).

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

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

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

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

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

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

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

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

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

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

Angelica  
Name of Person/Entity (the "Undersigned")

Michele Wisener/michele wisener  
Signature and Printed Name

1-18-2013  
Date

**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.
- 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.

- 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 make 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.

### 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)

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.

Veronica Prado

Name of 504 Person - Type or Print

Angelica Textile Services

Name of Contractor(s) - Type or Print

8190 Murray Avenue

Street Address or P.O. Box

Gilroy, CA 95020

City, State, Zip Code

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

Michelle W. W. W. W.

Signature

Marko Vuco President

Title of Authorized Official

1-18-2018

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:** January 3, 2013  
**Board Meeting Date:** February 12, 2013  
**Special Notice / Hearing:** None  
**Vote Required:** 4/5ths

**To:** Honorable Board of Supervisors

**From:** Jean S. Fraser, Chief, Health System  
Lisa Mancini, Director, Aging and Adult Services

**Subject:** Amendment to Agreement No. AP-1213-08 with California Department of Aging

**RECOMMENDATION:**

- A) Adopt a Resolution authorizing an amendment to the agreement with the California Department of Aging to enhance Older Americans Act Title III and VII nutrition and supportive community-based services, increasing the amount by \$152,460 to \$2,954,151; and
- B) Approve an Appropriation Transfer Request in the amount of \$152,460 from unanticipated federal aid to Program Services Provider(s) – Aging and Adult Services

**BACKGROUND:**

On April 24, 2012, your Board, as the Area Agency on Aging (AAA), approved the Area Plan for Services for Older Adults and Adults with Disabilities (Plan) 2012-16. This Plan provides a profile of the County's senior population, identifies goals and makes recommendations for services to be funded with San Mateo County's Older Americans Act of 1965 (OAA) funds. The Plan along with an annual budget fulfills the California Department of Aging's (CDA) requirements and generates an agreement for funding.

On July 24, 2012, your Board authorized Resolution 72088 approving Agreement AP-1213-08 with CDA for funding of the Title III/VII and Nutrition Services Incentive Program (NSIP) programs for FY 2012-13 in the amount of \$2,801,691. The Resolution also authorized the Chief of the Health System or designee to execute limited contract amendments.

Aging and Adult Services contracts with a variety of community-based agencies to provide programs including adult day care, adult day health care, case management,

congregate nutrition, elder abuse prevention, elder abuse education and training, family caregiver support, health promotion, home-delivered meals, legal assistance, nutrition counseling, nutrition education, ombudsman program, peer counseling, senior employment and transportation services. The services provided through these programs have served an average of 13,215 clients annually for the past three years. These services are also designed to carry out many of the goals and objectives identified in the Area Plan and help at-risk individuals remain in the most independent setting possible.

**DISCUSSION:**

This amendment increases Title III/VII funding due to additional one-time-only federal funds from the reconciliation of last year’s grant, specific to the adult day care, adult day health care, congregate nutrition, elder abuse prevention, family caregiver support, home-delivered meals, ombudsman, senior employment, senior legal and transportation programs. This amendment also increases NSIP funding for the congregate nutrition and home-delivered meals programs. There is also an adjustment to baseline funding which moves from congregate nutrition to the supportive services and home-delivered meals programs. The changes to the baseline funding were previously incorporated into the community-based provider agreements approved by your Board on September 25, 2012. Amendments to the community-based provider agreements with the corresponding one-time-only funding changes will be subsequently prepared for approval.

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

This amendment contributes to the Shared Vision 2025 outcome of a Healthy Community by providing enhanced services as recommended by the County’s Plan. It is anticipated that approximately 14,000 at-risk individuals will be served through OAA funded programs, of which 95% will be able to remain living in the community in a least restrictive setting through case management.

**PERFORMANCE MEASURE:**

Measure	FY 2011-12 Actual	FY 2012-13 Projected
Percent of at-risk individuals maintained in a least restrictive setting through case management	98%*	95%

\*The FY 2011-12 performance exceeded the division’s expectations.

**FISCAL IMPACT:**

The term of the agreement remains July 1, 2012 through June 30, 2013. The maximum obligation for this agreement is increased by \$152,460 in federal funds from \$2,801,691 to \$2,954,151. There is no impact on the Net County cost as a result of this action.

**RESOLUTION NO. \_\_\_\_\_**

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

\* \* \* \* \*

**RESOLUTION AUTHORIZING AN AMENDMENT TO THE AGREEMENT WITH THE CALIFORNIA DEPARTMENT OF AGING TO ENHANCE OLDER AMERICANS ACT TITLE III AND VII NUTRITION AND SUPPORTIVE COMMUNITY-BASED SERVICES, INCREASING THE AMOUNT BY \$152,460 TO \$2,954,151**

---

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

**WHEREAS**, this Board has designated itself as the Area Agency on Aging of San Mateo County to carry out services pursuant to the Older Americans Act; and

**WHEREAS**, on July 24, 2012, this Board approved Resolution 72088 authorizing Agreement AP-1213-08 with the California Department of Aging (CDA) for Titles III and VII of the Older Americans Act of 1965 funding for FY 2012-13 in the amount of \$2,801,691 for the provision of supportive and employment community-based services; and

**WHEREAS**, this Amendment transfers baseline funding from the congregate nutrition program to the home-delivered meals and supportive services programs in the aggregate amount of \$423,880 with no change to the amount or term of the Agreement; and

**WHEREAS**, this Amendment also adds one-time-only federal funding from the past year's grants reconciliation specific to the adult day care, adult day health care,

congregate nutrition, elder abuse prevention, family caregiver support, home-delivered meals, ombudsman, senior employment, senior legal and transportation programs supported by Title III and VII and Nutrition Services Incentive Program funding in an aggregate amount of \$152,460; and

**WHEREAS**, both parties now wish to amend the Agreement increasing federal one-time-only funding in the amount of \$152,460 for the purpose of enhancing and expanding services in the aforementioned programs with no change to the terms; and

**WHEREAS**, there has been presented to this Board for its consideration and acceptance an Amendment, reference to which is hereby made for further particulars, and this Board of Supervisors has examined and approved the same as to form and content and desires to enter into the same.

**NOW THEREFORE, IT IS HEREBY DETERMINED AND ORDERED** that the President of the Board be and is hereby authorized and directed to execute said Amendment to Agreement AP-1213-08 with CDA for and on behalf of the County of San Mateo, and the Clerk of the Board shall attest the President's signature thereto.

\* \* \* \* \*

CHECK HERE IF ADDITIONAL PAGES ARE ATTACHED \_\_\_\_\_ Pages

AGREEMENT NUMBER <b>AP-1213-08</b>	AMENDMENT NUMBER <b>1</b>
REGISTRATION NUMBER	

- This Agreement is entered into between the State Agency and Contractor named below:  
STATE AGENCY'S NAME  
**California Department of Aging**  
CONTRACTOR'S NAME  
**COUNTY OF SAN MATEO, Aging and Adult Services**
- The term of this Agreement is **July 1, 2012** through **June 30, 2013**
- The maximum amount of this Agreement after this amendment is: **\$ 2,954,151.00**  
 Two million, nine hundred fifty-four thousand, one hundred fifty-one and 00/100 dollars
- 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 contract amendment provides for the allocation of reconciled One-Time-Only (OTO) Title III and VII funds from the Area Agency on Aging (AAA) FY 2011-12 contract and reallocation of unspent federal funds. It also includes AAAs' approved funding transfer requests. This increase will expand/enhance services provided under this Agreement.

Exhibit B, pages 11 and 12, titled Budget Display, amendment 1, is attached and replaces the original Exhibit B, pages 11 and 12, Budget Display.

The Budget, amendment 1, is hereby incorporated by reference and replaces the original Budget.

All other terms and conditions shall remain the same.

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

<b>CONTRACTOR</b>		CALIFORNIA Department of General Services Use Only
<small>CONTRACTOR'S NAME (If other than an individual, state whether a corporation, partnership, etc.)</small> COUNTY OF SAN MATEO, Aging and Adult Services		
<small>BY (Authorized Signature)</small> 	<small>DATE SIGNED (Do not type)</small>	
<small>PRINTED NAME AND TITLE OF PERSON SIGNING</small> <b>Don Horsley, President, San Mateo County Board of Supervisors</b>		
<small>ADDRESS</small> 225 37TH AVE SAN MATEO CA 94403		
<b>STATE OF CALIFORNIA</b>		
<small>AGENCY NAME</small> California Department of Aging		
<small>BY (Authorized Signature)</small> 	<small>DATE SIGNED (Do not type)</small>	
<small>PRINTED NAME AND TITLE OF PERSON SIGNING</small> <b>Dyanne Macias, Manager, Contracts and Business Services Section</b>		
<small>ADDRESS</small> 1300 National Drive, Suite 200, Sacramento, CA 95834		
		<input checked="" type="checkbox"/> Exempt per: Older Californians Act and AG OP 80-111

Exhibit B - Budget Detail, Payment Provisions, and Closeout

AREA PLAN  
 Budget Display  
 Fiscal Year 2012/13

County of San Mateo Aging and Adult Services

Program	Baseline	Cumulative Baseline Adjustments	Updated Baseline	Cumulative Transfers	Cumulative OTO	Updated Total	Net Change
<b>Supportive Services</b>							
Federal Title IIB	592,240	133,853	726,093	133,853	39,123	765,216	39,123
Total Supportive Services	592,240	133,853	726,093	133,853	39,123	765,216	39,123
<b>Ombudsman</b>							
Federal Title IIB	34,922	-	34,922	-	261	35,183	261
Federal Title VII Ombudsman	44,656	-	44,656	-	790	45,446	790
Special Deposit (SDF)	18,514	-	18,514	-	-	18,514	-
SNF Quality & Accountability	55,012	-	55,012	-	-	55,012	-
Total Ombudsman	153,104	-	153,104	-	1,051	154,155	1,051
<b>Congregate Nutrition</b>							
Federal Title IIIC1	779,967	(423,880)	356,087	(423,880)	17,295	373,382	17,295
General Fund C1	62,732	-	62,732	-	-	62,732	-
NSIP C1	93,741	-	93,741	-	9,591	103,332	9,591
Total Congregate Nutrition	936,440	(423,880)	512,560	(423,880)	26,886	539,446	26,886
<b>Home-Delivered Meals</b>							
Federal Title IIIC2	388,627	290,027	678,654	290,027	46,632	725,286	46,632
General Fund C2	43,982	-	43,982	-	-	43,982	-
NSIP C2	92,224	-	92,224	-	9,435	101,659	9,435
Total Home Delivered Meals	524,833	290,027	814,860	290,027	56,067	870,927	56,067
<b>Disease Prevention</b>							
Federal Title IIID	43,055	-	43,055	-	1,469	44,524	1,469
Total Disease Prevention	43,055	-	43,055	-	1,469	44,524	1,469
<b>Family Caregiver</b>							
Federal Title IIIE	274,008	-	274,008	-	26,738	300,746	26,738
Total Title IIIE	274,008	-	274,008	-	26,738	300,746	26,738
<b>Elder Abuse Prevention</b>							
Federal Title VII Elder Abuse Prevention	10,257	-	10,257	-	1,126	11,383	1,126
Total Elder Abuse Prevention	10,257	-	10,257	-	1,126	11,383	1,126
<b>Administration</b>							
Federal Title IIB	84,013	-	84,013	-	-	84,013	-
Federal Title IIIC1	99,065	-	99,065	-	-	99,065	-
Federal Title IIIC2	49,360	-	49,360	-	-	49,360	-
Federal Title IIIE	34,716	-	34,716	-	-	34,716	-
General Fund C1	474	-	474	-	-	474	-
General Fund C2	126	-	126	-	-	126	-
Total Administration	267,754	-	267,754	-	-	267,754	-
<b>Grand Total - All Funds</b>	<b>2,801,691</b>	<b>-</b>	<b>2,801,691</b>	<b>-</b>	<b>152,460</b>	<b>2,954,151</b>	<b>152,460</b>
<b>Funding Summary</b>							
Federal Funds	2,620,851	-	2,620,851	-	152,460	2,773,311	152,460
General Fund	107,314	-	107,314	-	-	107,314	-
SNF Quality & Accountability	55,012	-	55,012	-	-	55,012	-
Special Deposit	18,514	-	18,514	-	-	18,514	-
Total Funding Summary	2,801,691	-	2,801,691	-	152,460	2,954,151	152,460

**Exhibit B - Budget Detail, Payment Provisions, and Closeout**

**AREA PLAN  
 Budget Display  
 Fiscal Year 2012/13**

**County of San Mateo Aging and Adult Services**

	Baseline	Cumulative Baseline Adjustments	Updated Baseline	Cumulative Transfers	Cumulative OTO	Updated Total	Net Change
<b>Comments:</b>							
The maximum amount of Title III/VII Baseline expenditures allowable for the first quarter is:						608,722	
The maximum amount of Title III E expenditures allowable for supplemental services is:						82,326	
The maximum amount of Title III E expenditures allowable for Grandparents is:						41,163	
The minimum General Fund to be expended for State Match in Title III is:						106,111	

CFDA NUMBER	Title	Year	Award Number	Award Name
93.041	Title VII: Elder Abuse Prevention	2012	12AACAT7SP	Older Americans Act Title VII-Allotments for Vulnerable Elder Rights Protection Activities
		2013	13AACAT7SP	
93.042	Title VII: Ombudsman	2012	12AACAT7SP	Older Americans Act Title VII-Allotments for Vulnerable Elder Rights Protection Activities
		2013	13AACAT7SP	
93.043	III D: Preventive Health	2012	12AACAT3SP	Older Americans Act Title III-Grants for State & Community Programs on Aging
		2013	13AACAT3SP	
93.044	IIB: Supportive Services	2012	12AACAT3SP	Older Americans Act Title III-Grants for State & Community Programs on Aging
		2013	13AACAT3SP	
93.045	IIC1: Congregate Meals	2012	12AACAT3SP	Older Americans Act Title III-Grants for State & Community Programs on Aging
		2013	13AACAT3SP	
93.045	IIC2: Home-Delivered Meals	2012	12AACAT3SP	Older Americans Act Title III-Grants for State & Community Programs on Aging
		2013	13AACAT3SP	
93.052	IIIE: NFCSP	2012	12AACAT3SP	Older Americans Act Title III-Grants for State & Community Programs on Aging
		2013	13AACAT3SP	
93.053	Nutrition Services Incentive Program	2012	12AACANSIP	Older Americans Act Section 311-Nutrition Services Incentive Program
		2013	13AACANSIP	

**COUNTY OF SAN MATEO  
APPROPRIATION TRANSFER REQUEST**

REQUEST NO.  
**ATR13 010**

DEPARTMENT  
Health System - Aging & Adult Services

DATE 12/13/2012

**1. REQUEST TRANSFER OF APPROPRIATIONS AS LISTED BELOW:**

	C O D E S		AMOUNT	DESCRIPTION
	FUND OR ORG.	ACCOUNT		
From	57073	1952	41,300 00	Federal Aid - Aging
	57074	1952	1,469 00	Federal Aid - Aging
	57076	1952	26,738 00	Federal Aid - Aging
	57077	1952	26,886 00	Federal Aid - Aging
	57079	1952	56,067 00	Federal Aid - Aging
To	57073	6169	41,300 00	PSP - Aging and Adult
	57074	6169	1,469 00	PSP - Aging and Adult
	57076	6169	26,738 00	PSP - Aging and Adult
	57077	6169	26,886 00	PSP - Aging and Adult
	57079	6169	56,067 00	PSP - Aging and Adult

Justification. (Attach Memo if Necessary)

To recognize additional funds from California Department of Aging for Title III/VII programs per Amendment No.1, Agreement No. AP-1213-08. There is no additional net county cost as a result of this ATR.

*HML*  
DEPARTMENT HEAD  
BY: *[Signature]* DATE *1/4/13* *TL*

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

TA 1/10/13  
COUNTY CONTROLLER  
BY: *[Signature]* DATE *1/10/13*

3.  Approve as Requested  Approve as Revised  Disapprove

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:

Noes and against said resolution:

Supervisors: \_\_\_\_\_

Supervisors: \_\_\_\_\_



**COUNTY OF SAN MATEO**  
Inter-Departmental Correspondence  
Health System



**Date:** January 9, 2013  
**Board Meeting Date:** February 12, 2013  
**Special Notice / Hearing:** None  
**Vote Required:** Majority

**To:** Honorable Board of Supervisors

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

**Subject:** Amendment to the Agreement with University of California, San Francisco

**RECOMMENDATION:**

Adopt a Resolution authorizing an amendment to the agreement with the University of California, San Francisco for competency evaluations and psychiatric medication assessment and management at the San Mateo County Women's Correctional Facility, expanding the scope of contractor's services, increasing the amount by \$312,998 to \$365,422, and extending the term through June 30, 2014.

**BACKGROUND:**

On March 23, 2011, the County entered into an agreement No. 61000-12-D005, in the amount of \$18,000, for the term of July 1, 2011 through June 30, 2013, with the University of California, San Francisco (UCSF) to perform misdemeanor competency evaluations for Behavioral Health and Recovery Services (BHRS). On July 25, 2011, the County amended the agreement to increase the amount to \$52,424 and to expand the scope for UCSF to provide psychiatric medication assessment and management at the San Mateo County Women's Correctional Facility for San Mateo Medical Center (SMMC)/Correctional Health Services (CHS).

**DISCUSSION:**

This second amendment to the agreement with UCSF will provide psychiatric medication assessment and management for inmates at all San Mateo County's adult correctional facilities. This amendment broadens the scope of the original agreement by including all correctional facilities and increasing the funding of the SMMC/CHS portion of the agreement only. The BHRS portion of the agreement which pertains to misdemeanor competency evaluations remains the same.

The UCSF psychiatrists have specialized training working with forensic patients and will provide diagnostic evaluations, prescribe, monitor & educate inmates about medication and respond to crises in the facility. The UCSF psychiatrists will replace the use of extra help psychiatrists which will provide greater consistency and continuity of care which will ensure timely treatment and adherence to Institute for Medical Quality standards.

This contract must be processed through SMMC because it is the covered entity for 340B prescription drug pricing. These physicians will prescribe drugs and therefore must be contracted through the covered entity.

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

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

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

The amendment to the agreement contributes to the Shared Vision 2025 outcome of a Healthy Community by providing psychiatric medication and management for the inmates at all San Mateo County's adult correctional facilities. It is anticipated that 40% of mentally ill inmates will be engaged in treatment by receiving medications.

**PERFORMANCE MEASURE(S):**

Measure	FY 2011-12 Actual	FY 2012-13 Projected
Number and percent of mentally ill inmates engaging in treatment by receiving medications	2,543/ 41%*	2500/40%

Exceeded Projection

**FISCAL IMPACT:**

This amendment extends the term of the agreement by one year for a new term of July 1, 2011 through June 30, 2014, and increases the maximum fiscal obligation by \$312,998 to \$365,422. Funds are included in the Correctional Health Services and Behavioral Health and Recovery Services FY 2012-13 Recommended Budget. The added expense of this amendment will be offset by the elimination of extra-help hours at the adult correctional facilities.

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

**RESOLUTION NO. \_\_\_\_\_**

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

\* \* \* \* \*

**RESOLUTION AUTHORIZING AN AMENDMENT TO THE AGREEMENT WITH THE UNIVERSITY OF CALIFORNIA, SAN FRANCISCO FOR COMPETENCY EVALUATIONS AND PSYCHIATRIC MEDICATION ASSESSMENT AND MANAGEMENT AT SAN MATEO COUNTY WOMEN'S CORRECTIONAL FACILITY, EXPANDING THE SCOPE OF CONTRACTOR'S SERVICES, INCREASING THE AMOUNT BY \$312,998 TO \$365,422 AND EXTENDING THE TERM THROUGH JUNE 30, 2014**

---

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

**WHEREAS**, on March 23, 2011, the County entered in to Agreement No. 61000-12-D005 in the amount of \$18,000, for the term of July 1, 2011 through June 30, 2013, with University of California, San Francisco (UCSF) to perform misdemeanor competency evaluations for Behavioral Health and Recovery Services; and

**WHEREAS**, on July 25, 2011, the County amended the agreement to increase the amount to \$52,424 and to expand the scope for UCSF to provide psychiatric medication assessment and management at the Women's Correctional Facility for San Mateo Medical Center (SMMC)/Correctional Health Services (CHS).

**WHEREAS**, both parties now wish to further amend the agreement with UCSF to increase the scope of the contract to psychiatric medication and management at all San Mateo County's adult correctional facilities, increasing the amount by \$312,998 to \$365,422 and extending the term through June 30, 2014; and

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

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

**BE IT FURTHER RESOLVED** that the Chief of the Health System or designee 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.

\* \* \* \* \*

**SECOND AMENDMENT TO AGREEMENT  
BETWEEN THE COUNTY OF SAN MATEO AND  
UNIVERSITY OF CALIFORNIA, SAN FRANCISCO**

THIS AMENDMENT TO THE AGREEMENT, entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_, by and between the COUNTY OF SAN MATEO, hereinafter called "County," and University of California, San Francisco 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 misdemeanor competency evaluations for Behavioral Health and Recovery Services (BHRS) on March 23, 2011; and

WHEREAS, the parties amended that agreement for psychiatric services at the Women's Correctional Center for San Mateo Medical Center (SMMC)/ Correctional Health Services on July 25, 2011; and

WHEREAS, the parties wish to further amend the agreement for additional psychiatric medication and management at San Mateo County's adult correctional facilities, increasing the amount by \$312,998 to a maximum amount payable thereunder of \$365,422 and extending the term by one year to June 30, 2014.

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

1. Section 2 of the agreement is amended to read as follows:

Contract Term The term of this Agreement shall be from July 1, 2011 to June 30, 2014, unless terminated earlier by the County.

2. 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 any Exhibit(s) or attachment(s) attached hereto, County shall make payment to Contractor in the manner specified herein and in Exhibit "A". In the event that the County makes

any advance payments, Contractor agrees to refund any amounts in excess of the amount owed by the County at the time of contract termination. The County reserves the right to withhold payment if the County determines that the quantity or quality of the work performed is unacceptable. In no event shall total payment for services under this Agreement exceed THREE HUNDRED SIXTY FIVE THOUSAND FOUR HUNDRED TWENTY TWO DOLLARS (\$365,422).

3. Original Exhibit "A" is replaced with Revised Exhibit A (rev. July 18, 2012), in its entirety and attached hereto.
4. Original Exhibit "B" is replaced with Revised B (rev. July 18, 2012), in its entirety and attached hereto.
5. Exhibit "C" is added to the agreement and attached hereto.
6. **All other terms and conditions of the agreement dated March 23, 2011, 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

UNIVERSITY OF CALIFORNIA, SAN FRANCISCO

Renee Bender MD  
Contractor's Signature

Date: 1/7/13

## Exhibit "A"

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

- A. Contractor's forensic fellows will perform misdemeanor competency evaluations for BHRS.
- B. Written reports of competency evaluations should be faxed to the BHRS Medical Director at 650/573-2841; and Peter Finck, County Counsel at 650/363-4034. A cover letter should be included alerting the BHRS Medical Director and Mr. Finck that this is a competency evaluation.
- C. Administrative Requirements
  1. All data produced or compiled by Contractor shall be considered confidential unless it can be obtained as public record and shall not be shared with a third party without the prior written consent of the County.
  2. All financial, statistical, personal, technical, and other data and information relating to County's operations which is made available to Contractor in order to carry out this Agreement shall be presumed to be confidential.
  3. Contractor shall protect said data and information from unauthorized use and disclosure by the observance of the same or more effective procedures as County requires of its own personnel.
  4. Contractor shall not, however, be required by this paragraph to keep confidential any data or information, which is or becomes publicly available, is already rightfully in Contractor's possession, is independently developed by Contractor outside the scope of the Agreement or is rightfully obtained from third parties.
- D. Contractor's forensic fellows will provide psychiatric medication assessment and management at the San Mateo County's adult correctional facilities for SMMC/CHS for the period of July 1, 2012 through June 30, 2014. Such services shall be provided in a professional and diligent manner.

## Exhibit "B"

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

- A. Rates for Services – County shall pay Contractor at a rate of \$300 per evaluation and a rate of \$114 per hour for SMMC/CHS psychiatry services.
- B. Contract Maximum – Contractor shall provide services for BHRS not to exceed sixty (60) evaluations for the duration of this agreement. The total amount for these services and SMMC/CHS psychiatry services, shall not exceed THREE HUNDRED SIXTY FIVE THOUSAND FOUR HUNDRED TWENTY TWO DOLLARS (\$365,422).
- C. Monthly Reporting – Payment by County to Contractor shall be monthly. Contractor shall bill County on or before the tenth (10<sup>th</sup>) working day of each month for the prior month. Such invoices shall be on County provided forms or in a County approved format. County reserves the right to change the forms, format, instructions, and/or require the Contractor to modify their description of services as the County deems necessary.
- D. If County or Contractor finds that performance is inadequate, at the County's discretion, a meeting may be called to discuss the causes for the performance problem, and this agreement may either be renegotiated, allowed to continue to end of term, or terminated pursuant to Paragraph 10 of this agreement. Any unspent monies due to performance failure may reduce the following year's agreement, if any.
- E. In the event this agreement is terminated prior to June 30, 2014, the Contractor shall be paid for services already provided pursuant to this agreement.

## EXHIBIT C

### Claims Certification and Program Integrity

Anytime contractor submits a claim to the County for reimbursement for services provided under Exhibit A of this agreement, Contractor shall certify by signature that the claim is true and accurate by stating the claim is submitted under the penalty of perjury under the laws of the State of California.

The claim must include the following language and signature line at the bottom of the form(s) and/or cover letter used to report the claim:

Under the penalty of perjury under the laws of the State of California, I hereby certify that this claim for services complies with all terms and conditions referenced in the agreement with San Mateo County.

Executed at \_\_\_\_\_, California, on \_\_\_\_\_, 20\_\_

Signed \_\_\_\_\_ Title \_\_\_\_\_

Agency \_\_\_\_\_





**COUNTY OF SAN MATEO**  
Inter-Departmental Correspondence  
Health System



**Date:** January 9, 2013  
**Board Meeting Date:** February 12, 2013  
**Special Notice / Hearing:** None  
**Vote Required:** Majority

**To:** Honorable Board of Supervisors

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

**Subject:** Amendment to agreement with Duc Marcel Nguyen, MD

**RECOMMENDATION:**

Adopt a Resolution authorizing an amendment to the agreement with Duc Marcel Nguyen, MD to provide specialty orthopedic services, increasing amount by \$125,000 to \$650,000.

**BACKGROUND:**

Duc Marcel Nguyen, MD (Dr. Nguyen) has provided orthopedic services at San Mateo Medical Center (SMMC) since April 1, 2007. On March 31, 2010, the agreement with Dr. Nikolaj Wolfson, who had provided orthopedic services at San Mateo Medical Center, expired and was not renewed. For the next year, SMMC used a locum tenens service to provide orthopedic coverage. On April 1, 2011, a new contract with Dr. Nguyen began and there was a gradual increase in the orthopedic service for SMMC patients in lieu of the locum tenens service in order to provide better coverage, scheduling and continuity of care.

**DISCUSSION:**

The cost for Dr. Nguyen to provide the additional orthopedic services is \$125,000 more than his base contract. The purpose of this amendment is to allow for the payment of invoices as a result of Dr. Nguyen's additional services. Without the change, a greater amount would have been paid to the locum tenens service.

The Orthopedics Department does not anticipate an ongoing need for the larger quantity of services from Dr. Nguyen after this contract. A contract with Dr. Nguyen at the original base level of services will be presented to your Board in March for the period commencing April 1, 2013.

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

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

This amendment contributes to the Shared Vision 2025 outcome of a Healthy Community by providing access to specialty orthopedic surgery services to residents of San Mateo County. It is anticipated that less than five percent (5%) of orthopedic surgeries performed will need to be repeated for the same diagnosis, which is an indicator of the highest quality of care.

**PERFORMANCE MEASURE:**

<b>Measure</b>	<b>FY 2011-12 Actual</b>	<b>FY 2012-13 Projected</b>
Percentage of repeat orthopedic surgeries for the same diagnosis	<5%	<5%

**FISCAL IMPACT:**

The term of this agreement remains the same April 1, 2011 through March 31, 2013. The maximum fiscal obligation is \$650,000. Funds in the amount of \$321,875 are included in the SMMC FY 2012-13 Adopted Budget.

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

**RESOLUTION NO. \_\_\_\_\_**

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

\* \* \* \* \*

**RESOLUTION AUTHORIZING AN AMENDMENT TO THE AGREEMENT WITH DUC  
MARCEL NGUYEN, MD TO PROVIDE SPECIALTY ORTHOPEDIC  
SERVICES, INCREASING AMOUNT BY \$125,000 TO \$650,000**

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

**WHEREAS**, on April 12, 2011 this Board approved an agreement with Duc Marcel Nguyen, MD for specialty orthopedic services for the term April 1, 2011 through March 31, 2013, in an amount not to exceed \$525,000; and

**WHEREAS**, the parties wish to amend the agreement by increasing the maximum amount payable by \$125,000 to a new maximum fiscal obligation of \$650,000; and

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

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

\* \* \* \* \*

**AMENDMENT TO AGREEMENT  
BETWEEN THE COUNTY OF SAN MATEO AND  
DUC MARCEL NGUYEN, MD**

THIS AMENDMENT TO THE AGREEMENT, entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_, by and between the COUNTY OF SAN MATEO, hereinafter called "County," and Duc Marcel Nguyen, MD, 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, on April 12, 2011, the parties entered into an Agreement for Duc Marcel Nguyen, MD to provide orthopedic services to the agreement; and

WHEREAS, the parties wish to amend the Agreement to increase the maximum amount payable thereunder by \$125,000, from \$525,000 to \$650,000.

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

1. Section VIII of Exhibit B," Payments" to the agreement is hereby amended in its entirety to read as follows:

The term of this Agreement is April 1, 2011 through March 31, 2013. Total payment for services performed under this Agreement shall not exceed SIX HUNDRED FIFTY THOUSAND DOLLARS (\$650,000).

2. **All other terms and conditions of the Agreement dated April 12, 2011, 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

DUC MARCEL NGUYEN, MD

  
\_\_\_\_\_  
Contractor's Signature

Date: 1/10/13

## EXHIBIT B

### PAYMENTS

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

- I. Contractor shall be paid at rates set forth to include the complete professional component associated with orthopedic services.
- II. Payment shall be calculated in a manner consistent with reimbursement for orthopedic services. The source of orthopedic base units for Contractor compensation is on an average of the MGMA, Median Salary for Western Section, Orthopedic Surgery, General and Orthopedic Surgery, Sports Medicine.
- III. Contractor compensation for orthopedics by County is based on a projected volume of 2844 RVU work units per annum. If the contract terms of service are amended such that the current numbers of clinic sessions and surgery blocks in Exhibit A are changed, the projected volume of RVU work units and corresponding compensation shall be adjusted accordingly.

If the average monthly work units for Contractors productively in orthopedics (based on 2844 annual units) vary by fifteen percent (15%) over a six (6) month period, the Chief Medical Officer or designee will review and discuss the compensation metric with Contractor, and it will be changed if appropriate.

- IV. In order to provide twenty-four (24) hour/seven (7) day per week call coverage, Contractor will be paid \$300 per night for call in excess of one day of call per week as determined by the Chief of Orthopedics.
- V. County anticipates that Contractor will dedicate approximately ten percent (10%) of the total scheduled time under this Agreement to participation in the upcoming SMART referral process whereby contractors will review incoming referrals for appropriateness and completeness. Contractor agrees to provide referring providers with constructive, timely feedback when appropriate.
- VI. Contractor shall be paid in monthly installments, at a rate of SIXTEEN THOUSAND, SIX HUNDRED AND SIXTY-SIX DOLLARS (\$16,666) per month.
- VII. Additional clinic and/or surgery blocks as described in Exhibit A, Section III, will be paid monthly at a rate of \$1,800 per block.
- VIII. The term of this Agreement is April 1, 2011 through March 31, 2013. Total payments for services performed under this Agreement shall not exceed SIX HUNDRED FIFTY THOUSAND DOLLARS (\$650,000).



**COUNTY OF SAN MATEO**  
Inter-Departmental Correspondence  
Health System



**Date:** January 22, 2013  
**Board Meeting Date:** February 12, 2013  
**Special Notice / Hearing:** None  
**Vote Required:** 4/5ths

**To:** Honorable Board of Supervisors

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

**Subject:** Approve an Appropriation Transfer Request (ATR)

**RECOMMENDATION:**

Approve an Appropriation Transfer Request in the amount of \$82,000 from Non-Departmental Reserves to Fixed Assets to fund the purchase of digital mammography equipment (4/5ths vote required)

**BACKGROUND:**

During 2012, a dedicated group of community members known as The Underwire Project (TUP) partnered with the San Mateo County Health Foundation (SMCHF) and the San Mateo Medical Center (SMMC) to raise funds for the purchase of state-of-the-art digital mammography technology at SMMC. Only 5% of California mammography centers are still using film, and SMMC is the only center without digital mammography in the Bay Area. TUP and the SMCHF committed to raise \$750,000 of the \$1.5 million total cost of the project; the remainder would be matched by SMMC. Through two successful events and other efforts, including grants, the TUP group and the SMCHF collected a total of \$668,000 towards their goal. Additionally, TUP and the SMCHF have raised \$132,000 in grant funds for a breast health outreach program for underserved women.

**DISCUSSION:**

On December, 11, 2012, your Board recognized the TUP group for its exceptional efforts to raise funds for digital mammography, and decided to provide \$82,000 to the digital mammography project to complete the fundraising for the project. As a result of these combined efforts, SMMC will be able to increase the number of patients to receive mammograms by 50%.

This ATR contributes to the Shared Vision 2025 outcome of a Healthy Community by allowing SMMC to provide digital mammography. It is anticipated that funding the

purchase of digital mammography equipment will enable SMMC to achieve a 50% increase in the number of patients to receive screenings. The increase will be achieved in the months following installation; in FY 2013-14 we estimate 4800 screenings and in FY 2014-15 we estimate achieving the goal of 5250 screenings annually.

**PERFORMANCE MEASURE:**

<b>Measure</b>	<b>FY 2012-13 Projected</b>	<b>FY 2013-14 Projected</b>
Number of patients to receive digital mammography screenings	3500	4800

**FISCAL IMPACT:**

The amount of this ATR is \$82,000 and the funding is in Non-Departmental Reserves.

**COUNTY OF SAN MATEO  
APPROPRIATION TRANSFER REQUEST**

REQUEST NO.  
ATR 13-014

DEPARTMENT: HEALTH SYSTEM - SAN MATEO MEDICAL CENTER

DATE 1/28/13

**1. REQUEST TRANSFER OF APPROPRIATION AS LISTED BELOW:**

	CODES		AMOUNT	DESCRIPTION
	FUND OR ORG	ACCOUNT		
FROM	58511	8142	(\$82,000)	Hospital and Clinics Contribution Intra-fund Transfer
	58511	7544	\$82,000	Hospital and Clinics Contribution Other Financing Uses
TO	66014	2731	\$82,000	County Contribution Operating Transfer In
	66708	7311	\$82,000	Capital Purchases Fixed Assets

**Justification (Attach Memo if Necessary)** See Attached Memo

**DEPARTMENT HEAD** Jean S. Fraser, Chief, Health System

**DATE**

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

Remarks:

**COUNTY CONTROLLER**

**DATE**

3.  Approve as Requested       Approve as Revised       Disapproved

Remarks:

**COUNTY MANAGER**

**DATE**

**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 \_\_\_\_\_, 20\_\_





**COUNTY OF SAN MATEO**  
Inter-Departmental Correspondence  
Health System



**Date:** January 4, 2013  
**Board Meeting Date:** February 12, 2013  
**Special Notice / Hearing:** None  
**Vote Required:** Majority

**To:** Honorable Board of Supervisors

**From:** Jean S. Fraser, Chief, Health System  
Louise Rogers, Deputy Chief, Health System

**Subject:** Donations to the SMART Program

**RECOMMENDATION:**

Adopt a Resolution accepting donations totaling \$128,000 for the SMART Program for FY 2012-13.

**BACKGROUND:**

The San Mateo County Mental Assessment and Referral Team (SMART) Program was developed by the Health System and AMR in 2005. SMART provides a specially trained paramedic response to 911 emergency requests for individuals experiencing behavioral emergencies who would otherwise be transported by police car or ambulance. The SMART paramedic is trained to de-escalate behavioral health crises and transport clients in a specially equipped SUV which is less intimidating for the client than a police car. The SMART paramedic provides medical clearance in the field, facilitates appropriate referral and resolution, and reduces the time spent by local law enforcement on these cases. Since the program's inception 4,254 San Mateo County residents have been served, fewer than 373 (8.8%) more than once. At least 18% either are not transported after medical clearance, evaluation and intervention in the field, or they are transported to an appropriate service/housing provider. Prior to SMART, all would have been transported by ambulance to an emergency department or by police to jail. The more costly ambulance ride would have been \$1,746 versus \$574 for SMART.

**DISCUSSION:**

The Health System has received the following donations or commitments to donate specifically designated to help offset the cost of the SMART Program: \$60,000 from the Sequoia Healthcare District, \$40,000 from the Peninsula Healthcare District, \$18,000 from the San Mateo County Police Chiefs and Sheriff's Association, and \$10,000 from the Kaiser Community Benefit Foundation.

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

Approval of these donations contributes to the Shared Vision 2025 outcome of a Healthy Community by improving emergency services provided to people having behavioral emergencies. It is anticipated that 35% of behavioral emergency calls will be handled by the SMART vehicle.

**PERFORMANCE MEASURE(S):**

<b>Measure</b>	<b>FY 2011-12 Actual</b>	<b>FY 2012-13 Projected</b>
Percent of EMS responses to behavioral emergencies by AMR "SMART" vehicle.	35%	35%

**FISCAL IMPACT:**

The total amount of the donations is \$128,000, which is 34% of the total \$378,440 annual budgeted cost of the SMART program. The balance is funded primarily with Mental Health Services Act and Medi-Cal (MAA) funding. These are included in the Behavioral Health and Recovery Services FY 2012-13 Adopted Budget, and will be used to partially offset the cost of the SMART program. There is no Net County Cost.

RESOLUTION NO. \_\_\_\_\_

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

\* \* \* \* \*

RESOLUTION ACCEPTING DONATIONS TOTALING \$128,000 FOR THE SMART PROGRAM FOR FY 2012-13

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**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, reference to which is hereby made for further particulars, donations of \$128,000 to partially offset the cost of the SMART Program for FY 2012-13; and

**NOW THEREFORE, IT IS HEREBY DETERMINED AND ORDERED** that the Board of Supervisors accepts the donations of \$128,000 for the SMART Program for FY 2012-13.

**BE IT FURTHER RESOLVED** that the Board of Supervisors accepts a donation from the Sequoia Healthcare District in the amount of \$60,000.

**BE IT FURTHER RESOLVED** that the Board of Supervisors accepts a donation from the Peninsula Healthcare District in the amount of \$40,000.

**BE IT FURTHER RESOLVED** that the Board of Supervisors accepts a donation from the San Mateo County Police Chiefs and Sheriff's Association in the amount of

\$18,000.

**BE IT FURTHER RESOLVED** that the Board of Supervisors accepts a donation from the Kaiser Community Benefit Foundation in the amount of \$10,000.

\* \* \* \* \*



**COUNTY OF SAN MATEO**  
Inter-Departmental Correspondence  
Human Resources



**Date:** January 7, 2013  
**Board Meeting Date:** February 12, 2013  
**Special Notice / Hearing:** None  
**Vote Required:** Majority

**To:** Honorable Board of Supervisors  
**From:** Donna Vaillancourt, Human Resources Director  
**Subject:** Recommended Revision to the Salary Ordinance

**RECOMMENDATION:**

Introduction of an ordinance amending the salary ordinance to reflect the conversion of one position to classified, conversion of five positions to correct classifications, deletion of three positions, addition of three positions and reclassification of five positions; and accepting the report on the total number of positions in the County and waiver of reading the ordinance in its entirety.

**BACKGROUND:**

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

**DISCUSSION:**

The salary ordinance changes herein represent the:

- conversion of one position to classified;
- conversion of five positions to correct classifications;
- deletion of three positions;
- addition of three positions; and
- reclassification of five positions.

These actions were approved for study by the County Manager's Office and the amendment has been reviewed and approved by the County Counsel's Office.

These changes contribute 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 actions are discussed in detail below.

### **ORGANIZATION 13000 ASSESSOR-CLERK-RECORDER**

**Action:**     Convert: One position of B264, Deputy Assessor-Clerk-Recorder-  
Unclassified  
Biweekly Salary: \$3,940.80 - \$4,926.40  
Approximate Monthly Salary: \$8,539.00 - \$10,675.00

To: One position of D095 – Classified, Deputy Assessor-Clerk-Recorder  
Biweekly Salary: \$4,345.60 - \$5,432.00  
Approximate Monthly Salary: \$9,416.00 - \$11,770.00

**Explanation:** This is the conversion of one vacant Deputy Assessor-Clerk-Recorder – Unclassified position to a classified position. Converting this position to classified will assist the department in carrying out its functions as well as in recruiting and retaining staff for this critical position. This action represents a salary and benefits cost of \$966. There is no change in the total number of authorized positions.

### **ORGANIZATION 61000 BEHAVIORAL HEALTH AND RECOVERY**

**Action:**     Delete: One position of G040S, Mental Health Caseworker Series  
Biweekly Salary: \$2,241.60 - \$3,142.40  
Approximate Monthly Salary: \$4,857 - \$6,809.00

Add: One position of G081, Mental Health Program Specialist  
Biweekly Salary: \$2,718.40 - \$3,397.60  
Approximate Monthly Salary: \$5,890.00 - \$7,362.00

**Explanation:** This is the deletion of one vacant Mental Health Caseworker Series (Psychiatric Social Worker I/II) and the addition of one Mental Health Program Specialist. This conversion is consistent with the department's agreement with AFSCME to expand supervisory coverage in the unit. This action represents a salary and benefits cost of \$1758. There is no change in the total number of authorized positions.

### **ORGANIZATION 66000 SAN MATEO MEDICAL CENTER**

**Action:**     Delete: One position of F059, Pharmacist  
Biweekly Salary: \$3,755.20 - \$4,693.60  
Approximate Monthly Salary: \$8,137.00 - \$10,170.00

Add: One position of F009S, Patient Care Series (Clinical Nurse)  
Biweekly Salary: \$3,920.80 - \$4,635.20  
Approximate Monthly Salary: \$8,496.00 - \$10,044.00

**Explanation:** This is the deletion of one vacant Pharmacist position and the addition of one Clinical Nurse. The Pharmacist position was added in June as a placeholder, pending finalization of the duties and responsibilities of the position. The duties have since been finalized and should be appropriately classified as Clinical Nurse. This action represents a salary and benefits savings of \$173. There is no change in the total number of authorized positions.

### **ORGANIZATION 7000 HUMAN SERVICES AGENCY**

**Action A:** Convert: Three positions of G069, Benefits Analyst III  
Biweekly Salary: \$2,024.80 - \$2,531.64  
Approximate Monthly Salary: \$4,387.00 - \$5,485.00

To: Three positions of G071S, Benefits Analyst Series  
Biweekly Salary: \$1,859.20 - \$2,354.40  
Approximate Monthly Salary: \$4,029.00 - \$5,102.00

**Explanation:** This is the conversion of four filled Benefits Analyst III positions to Benefits Analyst II. This conversion aligns the duties of the position with the correct classification. This action represents a salary and benefits savings of \$1,572. There is no change in the total number of authorized positions.

**Action B:** Reclassify: Five positions of G232, Human Services Supervisor - E  
Biweekly Salary: \$2,550.40 - \$3,188.00  
Approximate Monthly Salary: \$5,526.00 - \$6,908.00

To: Five positions of G221, Human Services Program Policy Analyst  
Biweekly Salary: \$2,677.60 - \$3,347.40  
Approximate Monthly Salary: \$5,801.00 - \$7,253.00

**Explanation:** This is the reclassification of five filled Human Services Supervisor – E positions to a Human Services Program Policy Analyst. The classification study conducted on these five positions determined that the work currently being performed was outside the scope of the Human Services Supervisor classification. The Human Services Program Policy Analyst classification was created so that the current work can be appropriately classified. This action represents a salary and benefits cost of \$2,365. There is no change in the total number of authorized positions.

**Action C:** Delete: One position of B060, Human Services Supervisor – E -  
Unclassified  
Biweekly Salary: \$2,550.40 - \$3,188.00  
Approximate Monthly Salary: \$5,526.00 - \$6,908.00

Add: One position of B231, Human Services Program Policy Analyst -  
Unclassified

Biweekly Salary: \$2,677.60 - \$3,347.40  
Approximate Monthly Salary: \$5,801.00 - \$7,253.00

**Explanation:** This is the deletion of one Human Services Supervisor – E - Unclassified position and the addition of one Human Services Program Policy Analyst - Unclassified. The duties and responsibilities of this position fall under the latter classification. This action represents a salary and benefits cost of \$473. There is no change in the total number of authorized positions.

### **ORGANIZATION 79000 HOUSING**

**Action:**        Convert: One position of E476, Executive Secretary – Confidential  
Biweekly Salary: \$2,104.00 - \$2,630.00  
Approximate Monthly Salary: \$4,559.00 - \$5,700.00

To: One position of E090, Administrative Assistant II – Confidential  
Biweekly Salary: \$2,286.40 - \$2,858.40  
Approximate Monthly Salary: \$4,945.00 - \$6,194.00

**Explanation:** This is the conversion of one filled Executive Secretary – Confidential position to a Management Analyst Series. This action aligns the current work being performed to the appropriate classification. This action represents a salary and benefits cost of \$677. There is no change in the total number of authorized positions.

### **FISCAL IMPACT:**

The action presented in this amendment represents an estimated monthly salary and benefits cost of \$4,494 or an estimated annual cost of \$53,928.

**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 13000 ASSESSOR-CLERK-RECORDER

1. Item B264, Deputy Assessor-Clerk-Recorder – Unclassified is decreased by 1 position for a new total of 0 positions.
2. Item D095, Deputy Assessor-Clerk-Recorder - Classified is increased by 1 position for a new total of 4 positions.

ORGANIZATION 61000 BEHAVIORAL HEALTH AND RECOVERY

1. Item G040S, Mental Health Caseworker Series is decreased by 1 position for a new total of 120 positions.
2. Item G081, Mental Health Program Specialist is increased by 1 position for a new total of 19 positions.

ORGANIZATION 66000 SAN MATEO MEDICAL CENTER

1. Item F059, Pharmacist is decreased by 1 position for a new total of 13 positions.
2. Item F009S, Patient Care Series is increased by 1 position for a new total of 357 positions.

ORGANIZATION 70000 HUMAN SERVICES AGENCY

1. Item G069, Benefits Analyst III is decreased by 3 positions for a new total of 39 positions.
2. Item G071S, Benefits Analyst Series is increased by 3 positions for a new total of 173 positions.
3. Item G232, Human Services Supervisor - E is decreased by 5 positions for a new total of 37 positions.

4. Item G221, Human Services Program Policy Analyst is increased by 5 positions for a new total of 5 positions.
5. Item B060, Human Services Supervisor – E - Unclassified is decreased by 1 position for a new total of 3 positions.
6. Item B231, Human Services Program Policy Analyst - Unclassified is increased by 1 position for a new total of 1 position.

#### ORGANIZATION 79000 HOUSING

1. Item E476, Executive Secretary – Confidential is decreased by 1 position for a new total of 0 positions.
2. Item E090, Administrative Assistant II - Confidential is increased by 1 position for a new total of 1 position.

**SECTION 2.** The changes in Organization 70000, Items 3 and 4 are effective retroactive to January 5, 2012. All other changes are effective at the start of the first pay period thirty days following adoption.

**Position Status Report for Fiscal Year 2012 - 2013**

As of 01-28-13

Department	# of Authorized Positions	Current # of Positions	Change	Current Vacant Positions	Comments
<b>Safe Neighborhoods</b>					
CMO - Public Safety Communications (12400)	54	54	0	3	
District Attorney's Office (25000)	118	121	3	3	+1 DDA, +2 CW
Sheriff's Office (30000)	673	679	6	68	+4 SO, +1 MA, +1 LOS
Probation Department (32000)	407	408	1	15	+1 LOS
Coroner's Office (33000)	14	14	0	3	
<b>Healthy Community</b>					
Health Administration (55000)	12	13	1	1	+1 Med Prog Mgr (placeholder CIO)
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	4	
Environmental Health (59000)	74	76	2	6	+1 Haz Mat, +1 Haz Mat - Unc
Behavioral Health & Recovery Services (61000)	395	399	4	27	+1 MA, +1 PSA, +1 MOS, +1 CMHN
Public Health (62000)	86	86	0	6	
Family Health Services (62400)	173	173	0	10	
Correctional Health (63000)	87	87	0	9	
San Mateo Medical Center (66000)	957	964	7	68	+1 PS Supv (placeholder), +3 Patient Care Series, +3 Patient Care Support (see Sept Changes)
First 5 San Mateo County (19500)	10	10	0	4	
<b>Prosperous Community</b>					
Department of Child Support Services (26000)	90	87	-3	7	-1 CSS, -1 OA, -1 CSTech
Human Services Agency (70000)	704	738	34	86	See all Sept changes
<b>Livable Community</b>					
LAFCO (35700)	1	1	0	0	
County Library (37000)	122	122	0	9	
Planning (38000)	48	48	0	2	
Department of Housing (79000)	11	11	0	1	
<b>Environmentally Conscious Community</b>					
PW - Administrative Services (45100)	33	33	0	3	
Road Construction and Operations (45200)	74	76	2	5	+1 FOS, +1 UT

Department	# of Authorized Positions	Current # of Positions	Change	Current Vacant Positions	Comments
Engineering Services (46000)	24	24	0	6	
Facilities Services (47300)	97	95	-2	5	-1 Elect, -1 SE
Construction Services (47400)	13	13	0	5	
Vehicle and Equipment Maintenance (47600)	16	14	-2	4	-1FOS, -1 UT
Waste Management (48200)	9	9	0	3	
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	48	2	5	+ 1 Ranger III, +1 Ranger II
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	
<b>Collaborative Community</b>					
Board of Supervisors (11000)	20	20	0	2	
County Manager's/Clerk of the Board (12000)	35	22	-13	4	-1 Acct, -12 Copy/Purchasing positions
Assessor/County Clerk/Recorder (13000)	112	117	5	13	+ 5 Appraiser - Unclassified
Controller's Office (14000)	42	42	0	4	
Tax Collector/Treasurer's Office (15000)	61	61	0	6	
County Counsel (16000)	40	40	0	1	
Human Resources (17000)	51	64	13	5	+1 Accountant, + 12 Copy/Purchasing positions
Information Services (18000)	130	131	1	11	+1 Proj Mgr - Unc
Retirement Office (20000)	20	21	1	1	+ 1 Ret Tech
<b>Totals</b>	<b>5104</b>	<b>5166</b>	<b>62</b>	<b>421</b>	<b>Vacancy Rate</b>
				<b>8%</b>	



**COUNTY OF SAN MATEO**  
Inter-Departmental Correspondence  
Human Services Agency



**Date:** February 5, 2013  
**Board Meeting Date:** February 12, 2013  
**Special Notice / Hearing:** None  
**Vote Required:** Majority

**To:** Honorable Board of Supervisors  
**From:** Beverly Beasley Johnson, JD, Human Services Agency  
**Subject:** Agreement with StarVista

**RECOMMENDATION:**

Adopt a Resolution authorizing an Agreement with StarVista for Differential Response Case Management Services in the South and Central Region for the term of January 1, 2013 through December 31, 2015, in the amount of \$2,415,000.

**BACKGROUND:**

Differential Response (DR) is a county-wide evidence-based early intervention strategy designed to improve outcomes for children and families involved with Child Welfare. DR offers multiple paths for ensuring child safety. Path 1, or Community Partner Response, is utilized when the allegations of abuse or neglect indicate a low risk of harm to a child and a Child Welfare response is not required. Path 2, or Joint Response, is selected when it is determined that there is low to moderate risk of harm to the child but the family could benefit from engaging in community services. Path 3, Children and Family Services' Immediate Response to assess the safety of a child.

On September 10, 2012, the Human Services Agency (HSA) conducted a Request for Proposals (RFP) for DR services in San Mateo County. StarVista was selected to provide DR services for the South and Central Regions of the County

**DISCUSSION:**

This Agreement with StarVista is to provide DR services in San Mateo County using an evidence-based home visiting model to establish strength-based working relationships with families. StarVista will also work collaboratively with community-based organizations so that families can easily access resources and ensure a continuum of care after case closure. DR services will be provided by culturally and linguistically competent staff to work with San Mateo County's diverse population. This Agreement was delayed due to negotiations with selected vendors.

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 StarVista meets insurance certification requirements.

Approval of this Agreement contributes to the Shared Vision 2025 outcome of a Prosperous Community by providing safe and supportive homes and neighborhoods for children in San Mateo County through the Differential Response early intervention strategy. It is expected that these services will result in a 95% decrease of re-referrals to Children and Family Services concerning child safety for 1,800 families for the term of this Agreement. Additionally, referral-based services will be offered to families to establish greater connections within their communities with the goal of preventing further child abuse.

**PERFORMANCE MEASURE(S):**

Measure	FY 2012-13 Actual	FY 2013-14 Projected
Percentage/number decrease in re-referrals to Children and Family Services concerning child safety for the term of this Agreement.	94%/300 families	95%/1,800 families

**FISCAL IMPACT:**

The term of this Agreement is January 1, 2013 through December 31, 2015. The total amount of the Agreement is \$2,415,000, and 80% (\$1,932,000) is funded by Child Welfare Services Outcome Improvement Project Allocation (CWSOIP) via State Realignment Funds and 20% (\$483,000) is Net County Cost. Appropriations have been included in the FY 2012-13 Adopted Budget and will be included in the FY 2013-14, FY 2014-15, and FY 2015-16 Recommended Budgets as follows: FY 2012-13 \$402,500, FY 2013-14 \$805,000, FY 2014-15 \$805,000 and FY 2015-16 \$402,500.

**RESOLUTION NO. \_\_\_\_\_**

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

\* \* \* \* \*

**RESOLUTION AUTHORIZING AN AGREEMENT WITH STARVISTA FOR  
DIFFERENTIAL RESPONSE CASE MANAGEMENT SERVICES IN THE SOUTHERN  
AND CENTRAL REGIONS FOR THE TERM OF JANUARY 1, 2013 THROUGH  
DECEMBER 31, 2015 IN THE AMOUNT OF \$2,415,000**

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

**WHEREAS**, on September 10, 2012, the Human Services Agency conducted a Request for Proposals (RFP) via a public notice in the San Mateo Daily Journal for Business Opportunity for Differential Response Case Management Services (DR) and StarVista was awarded to provide DR case management Services; and

**WHEREAS**, StarVista will be providing DR case management services to the Central and Southern Regions of San Mateo County using an evidence-based home visiting model and establish strength-based working relationships with families for the term January 1, 2013 through December 31, 2015 in the amount of \$2,415,000; and

**WHEREAS**, it has been presented to this Board of Supervisors for its consideration and acceptance an Agreement with StarVista for the purpose of providing DR case management services; and

**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 is hereby 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  
STARVISTA**

THIS AGREEMENT, entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2013, by  
and between the COUNTY OF SAN MATEO, hereinafter called "County," and  
STARVISTA, 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 performing Differential Response (DR) case management services for the County's Central and Southern Regions;

**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- Program Description
- Exhibit B- Scope of Work
- Exhibit C-Payment Schedule
- Exhibit C1 - Budget
- Exhibit D- Program Monitoring
- Exhibit E-Differential Response – Referral Process
- Exhibit F- §504 Compliance
- Exhibit G- Contractor's Declaration Form
- Exhibit H- Child Abuse Prevention and Reporting
- Exhibit I- Fingerprinting Certification

**2. Services to be performed by Contractor**

In consideration of the payments set forth herein and in "Exhibits C and C1," Contractor shall perform services for County in accordance with the terms, conditions and specifications set forth herein and in "Exhibits A, B, D,E and G."

**3. Payments**

In consideration of the services provided by Contractor in accordance with all terms, conditions and specifications set forth herein and in "Exhibits A B, D, E and G," County shall make payment to Contractor based on the rates and in the manner specified in "Exhibits C and C1." 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 **TWO MILLION FOUR HUNDRED FIFTEEN THOUSAND DOLLARS, (\$2,415,000)**.

**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, 2015**.

This Agreement may be terminated by Contractor, the Human Services Agency 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 that it 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 contractor's 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 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 the United States District Court for the Northern District of California.

16. **Notices**

Any notice, request, demand, or other communication required or permitted hereunder shall be deemed to be properly given when both (1) transmitted via facsimile to the telephone number listed below and (2) either deposited in the United States mail, postage prepaid, or when deposited for overnight delivery with an established overnight courier that provides a tracking number showing confirmation of receipt for transmittal, charges prepaid, addressed to:

**In the case of County, to:**

Loc Nguyen, DrPH, MSW, Director, Children and Family Services  
San Mateo County, Human Services Agency  
400 Harbor Blvd., Bldg. B  
Belmont, CA 94402  
650-802-3390

**In the case of Contractor, to:**

Sara Larios Mitchell, Ph.D., MACP, Chief Executive Officer  
StarVista  
610 Elm Street, Suite 212  
San Carlos, CA 94070  
650-591-9623

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

**STARVISTA**  
Sara Larios Mitchell, Ph.D., MACP, Chief Executive Officer

  
\_\_\_\_\_  
Contractor's Signature

Date: 1/22/13

**Program Description- South and Central -Differential Response  
January 1, 2013 through December 31, 2015**

In consideration of the payments set forth in “Exhibits C and C1”, Contractor shall provide the following services:

**I. PROGRAM DESCRIPTION**

**Program Purpose**

Differential Response (DR) provides earlier and more meaningful responses to emerging signs of family problems so child welfare agencies can mobilize resources to help families before problems escalate.

DR has four goals:

- Increased safety and protection of the most vulnerable children referred to child welfare services.
- More children maintained safely in their home with community services and support and fewer children involved in the child welfare system.
- Greater family and community understanding and commitment to the protection of children.
- Increased fairness and equity for all families referred to the child welfare system.

**II. POPULATION TO BE SERVED**

DR services will be provided to targeted populations which will allow the most vulnerable and needy families to engage in community-based services.

Population to be served by Priority:

1. Path 2 families, which have been defined as all referrals identified by the San Mateo County Children & Family Services Social Worker as the most vulnerable and needy families who would benefit from engaging in community-based services.
2. Path 1 families with victim children.

Path 2 families will have priority over Path 1 families. If case load permits, Path 1 families will receive the same level of case management service.

CFS will make all referrals to the DR program. CFS’s Community Workers will schedule and conduct MDT meetings with Contractor’s staff to discuss referrals and transfer confidential client information. Contractor will utilize the Community Approach to Relating and Engaging with Families (CARE) System to receive Path 1 and 2 referrals.

**Scope of Work - South and Central -Differential Response  
January 1, 2013 through December 31, 2015**

Contractor will provide, to the satisfaction of the Director of Children and Family Services (CFS) or his or her designee, services in connection with the specified DR services to Path One and Path Two families:

**I. A. Geographic Area –Central**

- Provide DR services to the following zip codes:
  - 94002 = Belmont
  - 94018 = El Granada
  - 94019 = Half Moon Bay & Princeton by the Sea
  - 94037 = Montara
  - 94038 = Moss Beach
  - 94070 = San Carlos
  - 94401 = San Mateo
  - 94402 = San Mateo
  - 94403 = San Mateo
  - 94404 = San Mateo & Foster City

**B. Geographic Area - South**

- Provide DR services to the following zip codes:
  - 94020 = La Honda
  - 94021 = Loma Mar
  - 94025 = Menlo Park & West Menlo Park
  - 94026 = Menlo Park
  - 94027 = Atherton, Atherton Contract Branch, & Menlo Park
  - 94028 = Portola Valley & Menlo Park
  - 94059 = Redwood City
  - 94061 = Redwood City
  - 94062 = Redwood City
  - 94063 = Redwood City
  - 94064 = Redwood City
  - 94065 = Redwood City
  - 94060 = Pescadero
  - 94074 = San Gregorio
  - 94303 = Palo Alto & East Palo Alto
  
- Service providers will be co-located with social worker staff or in community offices as agreed upon by both parties. If San Mateo County (County) determines that the locations are ineffective and/or inaccessible, Contractor will secure other sites. Contractor will inform Children and Family Services (CFS) if locations change.

## **II. Training and Standardized Assessments**

- Provide Family Connections case management model training to Program Director, Program Managers, Case Managers and Intake Worker.
- Determine the appropriate staff to attend County-sponsored training, including but not limited to, Case Managers, Intake Worker, Program Managers and multi-disciplinary team members.

## **III. Case Management**

Contractor will accept all referrals from the CFS DR Program to provide case management services. Contractor will assign cases to case managers immediately after an MDT. Contractor will not maintain a wait list. Based on historical data, it is expected that the Contractor will receive approximately 600 referrals. If the total number of referrals exceeds the projected case load by 25%, the County and Contractor will meet to discuss on-going case management on new referrals. Case management services will be provided based on the priority population outlined in Exhibit A.II.

### **Case Management Model**

Contractor will utilize the Family Connections (FC) case management model. FC is a prevention/early intervention, community-based service program. The program works with families in their homes and neighborhoods to help them meet the basic needs of their children, with the goal of reducing the risk of child neglect. FC is based on a set of nine practice principles shown to work with the most vulnerable families and includes: community outreach individualized family assessment, customized interventions, helping alliance, empowerment approaches, strengths perspectives, cultural competence, developmental appropriateness and outcome-driven service plans. FC identifies informal support systems and contacts potential resources that can meet the family's needs, makes multiple contacts with family and support members, develops a mutually negotiated family support plan, provides a combination of home visiting and community based case management interventions, identifies and connects the family with a broad network of community resources, and creates opportunities for parents and children to experience positive and enjoyable interactions with each other. FC has shown to increase appropriate parenting attitudes, decrease depressive symptoms, decrease caregiver stress and everyday stress, decrease child behavior problems, and reduce incidents of child abuse and neglect.

### **Central Intake**

Path 1 and Path 2 referrals will be received by a single Intake Worker, who will review the information for completeness and direct them to StarVista staff. After assignment, and in coordination with County Social Workers as appropriate, families will be contacted using a standard case management model that includes: Engagement/Assessment; Family-Centered Care Planning; Linking to Resources; and Graduation. County protocols for Path 1 and Path 2 referrals will be followed at all steps of the process, and new referrals will be made to the CFS hotline if allegations of abuse or neglect arise.

### **Engagement/Assessment**

At this phase, the Case Manager makes the first contact with the family in their own language by phone, in the home or at school. The goals of this first contact are to:

1. Engage the family in receiving services or referrals
2. Provide an initial assessment of the family's needs and current resources
3. Connect the family with resources for any immediate needs
4. Make arrangements for further assessment and planning
5. Establish and maintain up-to-date and accurate Efforts to Outcomes (ETO) system records and files

Contractor will use several strategies to obtain initial engagement:

1. Work to identify an immediate need that can be met quickly (e.g. food provision, ESL classes, affordable child care), building trust and providing the family with an incentive to engage in care planning.
2. Case Managers will use a non-judgmental, supportive approach, and will be assigned to families according to their cultural, geographical and language needs. Families will have the option of meeting in their home, at Family Resource Centers (FRC), at other community service locations, or any other location that feels safe and comfortable to the family

During the initial assessment phase, the Case Manager will administer the Family Assessment Screening Tool (FAST), use strength-based questions and conversations, and collect information about the family's needs and resources. In Path 2 cases, the Case Manager will accompany a Children and Family Services (CFS) Social Worker, proceeding with family assessment if the case is judged to be low-risk.

### **Family-Centered Care Planning**

Creating an effective care plan requires the active participation of the family, as well as their network of relatives, community members and service providers who have a stake in the family's success. Engaging them in their own service planning is key to a successful outcome. Contractor will also use the 41 Developmental Assets for young children and youth as an underpinning of the strength-based approach with families and children.

The Case Manager will develop and/or plug into other plans that may already be in place for the family. ETO system records will be maintained and updated accurately. Using participatory approaches, the Case Manager will find flexible ways to:

- assess the family's strengths and resources
- identify areas of need
- create a plan that invests the family in setting goals and working jointly on strategies for reaching them

### **Linking To Resources**

Home-visiting enables the Case Managers to bring some services directly to the client. In order to assure that clients are able to access other resources throughout the County, the Case Managers will assist clients in obtaining bus passes, or tokens, when they are available.

### **Graduation/Follow-up**

When the family is ready to graduate from the program, the Case Manager will:

- Visit the family to assess completion or continued progress toward goals
- Complete up-to-date and accurate ETO system records and files
- Administer the FAST
- Provide a client satisfaction survey

### **IV. Case Manager**

Case Manager - the primary service coordinator for families assessed to receive non-County services. The Contractor will supervise and train the Case Managers to work with children and families. Case Managers will perform the following activities, including but not limited to:

- Assume all case management duties for Path 1 & Path 2 families utilizing the Family Connections model as described in Exhibit B.III.
- Follow DR process as described in Exhibit E.
- Re-refer clients to CFS Hotline, as appropriate.
- Visit the client and conduct standardized Path One family assessments using pre-FAST form. As indicated in the Family Connections model, develop individualized, outcome-driven service plans.
- Work jointly with SWs to conduct standardized Path Two family assessments using pre-FAST. SW will conduct assessment including safety, risk and protective capacity using Structured Decision Making (SDM). Contractor will develop outcome-driven, individualized service plans as indicated in the Family Connections model.
- Engage families in services through a strength-based working relationship by meeting with families in their homes once a week for 1 – 1.5 hours.
- Provide family support and informational services (i.e., home-teaching, motivational support, parent education, coaching, supportive problem solving, when appropriate, linkages to drug and alcohol treatment programs and domestic violence services, etc.).
- Assist in coordinating transportation to appointments, meetings, and classes, as well as bus tokens and taxi vouchers as needed.
- Conduct reassessments after 90 days. Contractor will determine if case needs to continue for another 90 days.
- Update service plan.
- Close cases as appropriate, conducting post-FAST at time of closure.
- Develop and maintain case files in the secure, web-based ETO system containing assessment information, case plan, and record of contacts with clients.
- Track and monitor case activities through the life of a case and case closure.
- Maintain up-to-date case records in ETO system. Provide up-to-date case information to CFS, when requested.
- Provide services to a caseload of at least 10-15 open cases per month per Case Manager, for a maximum of 25 cases.
- Maintain knowledge of community services including referral and qualification requirements.
- Identify, establish, and link families to services and resources including on-site services as well as neighborhood-based services.

- Collaborate with service providers and consult with staff when clinical expertise is needed in development of service plans.
- Participate in community outreach activities.
- Participate in regular MDTs, meetings, individual supervision sessions and other meetings as appropriate.
- Complete the Family Connections case management training and all County-provided training related to DR, as determined by the County, such as the Community Worker curriculum, DR process, MDT and Mandated Reporter Training (MRT).
- Participate in on-going training activities, as required by the County.
- Perform other duties as assigned.

Intake Worker will perform the following activities, including but not limited to:

- When needed, perform duties of a case manager (see Case Manager description) and carry a partial caseload.
- Provide assistance to case managers to support family service plans/goals.
- Serve as the single point of entry for all referrals made by CFS and assign referrals to Case Managers.
- When assigning cases, primary consideration will be given to cultural and linguistic needs of the family.
- Assist in coordinating intake and assignment of Path One and Path Two referrals as described in the DR process.
- Maintain and improve community resource databases for case management use.
- Maintain knowledge of community services including referral and qualification requirements.
- Participate in agency and County meetings, as required
- Attend trainings, as required.

#### **V. Administration of Case Manager**

Be responsible for administrative services related to recruiting and training Case Managers and Intake Worker to meet DR demands. Administrative services shall include:

- Approving and signing timecards, leave, sick, etc.
- Conducting performance evaluation.
- Providing coaching and mentoring.
- Identifying other appropriate training.

#### **VI. Supervision**

*Program Director will:*

- Be responsible for developing, implementing, and maintaining program operations in accordance with the requirements of this Agreement.
- Be responsible for ensuring compliance with all policies and guidelines, stay current with any changes and updates.
- Review cases in the ETO system for content on a quarterly basis.
- Ensure progress notes are accurate and timely. Be able to provide case notes when requested by the County.

- Prepare all required reports.
- Prepare, administer and monitor the program budget to ensure the accomplishment of program and service objectives within budget restrictions.
- Hire, train and supervise Program Managers who have clinical and community based experience, preferably with masters level education.
- Oversee the hiring, training and supervision of the Program Managers, Intake Worker and Case Managers. Staff must reflect the region's demographic. Case Managers will be culturally and linguistically appropriate for the population to be served.

*The Program Managers will:*

- Be responsible for the day-to-day management of the collaborative program.
- Hire, train, supervise and coordinate the Intake Worker and Case Managers.
- Be responsible for reviewing Path One and Path Two referrals and service plans.
- Coordinate and participate in the implementation of differential response, its goals, objectives, policies, and procedures.
- Ensure cases are up-to-date and case information is current to ensure validity and accuracy of reports.
- Read progress notes, review cases in the ETO system for content with staff and ensure cases are up-to-date at least on a monthly basis.
- Ensure the quality and quantity of the home visits. This includes shadowing case managers on home visits once per quarter per worker.
- Provide individual and group supervision, including sign-off on closed client files, will be an additional quality control.
- Participate in the evaluation of the effectiveness of DR.
- Conduct regular meetings with DR staff to ensure all appropriate policies and guidelines are followed.
- Coordinate all community efforts around DR to ensure seamless process for families.
- Act as liaison and maintain an effective working relationship with Human Services Agency, FRCs, Core Service Agencies, community-based public and private organizations, and the community.
- Act as advocate and spokesperson in the community in support of DR programs and services.

#### **VII. Suspected Child Abuse and Neglect/Mandated Reporter Responsibilities**

Ensure that all staff working with families are trained regarding mandated reporting requirements and report suspected child abuse and neglect as required by law. This includes but is not limited to: Case Managers, Intake Worker, Volunteers, Supervisors, Clerical Staff, Home Visitors, Team Leaders, and Program Managers

#### **VIII. Community and Facility Capacity**

Coordinate the delivery of services to the families assessed for DR within the family's neighborhood or community.

When applicable, the following are services and linkages required under this project including, but not limited to:

- 4 Cs, especially for child care
- Headstart
- Pre to Three
- Immigration
- Agencies that serve developmentally delayed adults
- Alcohol and Drug Treatment and Counseling
- Mental Health Services
- Domestic Violence Services
- CalWORKs, MediCAL, Food Stamps, and other public assistance programs
- Health Services (Public Health Nurse)
- Probation/Juvenile Justice
- Parenting and Child Development
- Employment, Education and Skills Development
- Ancillary services designed to assist children, families and foster youth to participate in activities to fulfill their service plan goals (i.e., on-site child care, transportation assistance, etc.)
- Informal supports and activities designed to enhance family well being (i.e., Support groups, community events, enrichment activities, etc.)

#### **IX. Service Integration**

- Collaborate with other agencies involved in the DR implementation to ensure seamless process for clients.
- Attend CFS unit meetings, as agreed upon by Contractor and County, to help foster relationship with CFS staff.
- Collaborate with FRCs and Core Service Agencies located throughout the Southern Region.
- Coordinate case plan with existing CalWORKS, food stamps and employment service plans.
- Assist in filling out the forms and completing the application process for cases where the family has applied for aid programs.
- Provide web and e-mail access, maintenance and technical support.

#### **X. Policies and Procedures**

Submit the following policies and procedures to County:

- Incident Reporting Guidelines
- Confidentiality

#### **XI. Data and Evaluation**

- Implement and maintain a secure, web-based ETO System to track outcomes and monitor case activities.
- Ensure information is current and accurate.
- Work with the CFS, evaluators and other DR service providers in the data collection and evaluation of the DR program.
- Develop, jointly with the County, data and evaluation procedures.

## **XII. Additional Service Deliverables**

- Participate in the DR Workgroup and additional subcommittees as determined jointly by both County and Contractor.
- Participate in the preparation and presentation of information and education forums about DR, through DR Workgroup, System Improvement Plan (SIP) Oversight meetings, community forums or other avenues, in collaboration with the County. Forums shall be held at mutually agreed upon locations, dates, and times, when possible.
- Contractor will conduct a joint needs assessment that includes community input to determine specific needs of the population within the region of service. The decision to conduct needs assessment will be agreed upon by both parties.

### **County will:**

#### **I. Training and Standardized Assessments**

- Provide initial and on-going DR training for appropriate County and Contractor staff.
- Train appropriate County and Contractor staff on DR process and MDT.

#### **II. Initial Assessments and Contact**

- Assess Child Abuse Hotline referrals for Path One, Path Two, and Path Three response using standardized assessment tools.
- For Path One and Path Two, CCW receives referral from CPS intake unit and convenes an MDT with Contractor's Intake Worker and other staff as determined by Contractor.

#### **III. Case Management**

- Perform all case management duties for Path Three referrals.
- A SW will conduct a joint response with Contractor for Path Two referrals. SW will determine risk and Contractor's Case Manager will complete the service needs assessment using FAST tool.

#### **IV. County Community Worker**

- Be responsible for hiring, training and supervising CCWs. The CCWs will coordinate and facilitate MDT meetings.

#### **V. Multi-Disciplinary Teams (MDTs)**

- Provide Contractor with policies and procedures related to MDTs.

#### **VI. Service Integration**

- Provide CCWs to serve and support families that are referred for DR services.

#### **VII. Policies and Procedures**

- Provide the following policies and procedures:
  - DR
  - MDTs

#### **VIII. Data and Evaluation**

- Develop, distribute and collect Quarterly Customer Service Survey. Compile survey results.

**Payment Schedule- South and Central -Differential Response  
January 1, 2013 through December 31, 2015**

In consideration of the services provided by the Contractor pursuant to this Agreement and subject to the provisions of paragraph 2 of this Agreement herein, County will pay Contractor in the manner described below, unless otherwise specifically authorized by the Children and Family Services Director or his designee:

1. County shall pay Contractor monthly for actual expenditures. Contractor must provide detailed invoice on a format as specified by the County. Contractor may transfer funds within personnel and operating expenses. Transfer of funds between personnel and operating expenses require the approval of the CFS Program Manager. Funds are distributed as following:

FY 2012-13 \$402,500 (Jan 1-June 30, 2013- 50% of year)  
FY 2013-14 \$805,000 (July 1, 2013- June 30, 2014)  
FY 2014-15 \$805,000 (July 1, 2014-June 30, 2015)  
FY 2015-16 \$402,500 (July 1-Dec 31, 2015- 50% of year)  
\$2,415,000

Costs will not exceed **TWO MILLION FOUR HUNDRED FIFTEEN THOUSAND DOLLARS (\$2,415,000) for the term of the Agreement.** All payments under this Agreement must directly support services specified in Exhibit B of this Agreement.

2. County may withhold all or part of Contractor's total payment if the Director of Children and Family Services or his designee reasonably determines that Contractor has not satisfactorily performed the services described in Exhibit B. County will consider Contractor's performance as being acceptable for the purposes of full payment if Contractor meets at least 90% of each of the targeted outcomes as outlined in Program Monitoring Exhibit D.1.b, c and g.
3. In no event shall the total exceed **TWO MILLION FOUR HUNDRED FIFTEEN THOUSAND DOLLARS (\$2,415,000)** for the term of the Agreement.
4. Invoices shall be sent to: Jerry Lindner, Human Services Manager, County of San Mateo, Human Services Agency, 1487 Huntington Avenue, South San Francisco, CA 94080. Payments shall be made within thirty (30) work days upon receipt of Contractor's invoice.
5. Provision of services is subject to availability of State funds and acceptable program performance. In the event that the County does not receive the adequate funding from the State, the contract may be re-negotiated and/or rescinded.
6. County will give thirty (30) days' prior written notice to Contractor of County's intent to withhold payment.
7. If County reasonably determines that circumstances warrant immediate action, County may withhold payment immediately, without the thirty (30) day waiting period, upon County's written notice with justification to Contractor.

STARVISTA DR BUDGET  
South and Central Regions

Exhibit C1

	1/1/13-6/30/13	7/1/13-6/30/14	7/1/14-6/30/15	7/1/15-12/31/15	
Revenue	402,500	805,000	805,000	402,500	2,415,000
Personnel Expenses					
Salaries	278,407	556,813	556,813	278,407	
Benefits	58,465	116,930	116,930	58,465	
Total Personnel Expenses	336,872	673,743	673,743	336,872	
Operating Expenses					
Rent	3,000	6,000	6,000	3,000	
Phone	2,600	5,200	5,200	2,600	
Office Supplies	500	1,000	1,000	500	
Travel	5,100	10,200	10,200	5,100	
Printing/Publishing	250	500	500	250	
Recruitment	150	300	300	150	
License Fees	320	640	640	320	
Filing Fees/Fingerprints	150	300	300	150	
Health Screen - Employees	147	295	295	147	
Total Operating Expenses	12,217	24,435	24,435	12,217	
Indirect	53,411	106,822	106,822	53,411	
Total Expenses	402,500	805,000	805,000	402,500	2,415,000

**Program Monitoring - South and Central -Differential Response  
January 1, 2013 through December 31, 2015**

**PROGRAM MONITORING**

1. Contractor agrees to meet the following outcomes:

	<b>Outcomes</b>	<b>Six Month Goal</b>
a.	For Path 1, Contractor will make contact or attempted face-to-face with families within 10 days of MDT.  For Path 2, Contractor will contact the assigned Social Worker to schedule joint response within 24 hours of the MDT.	100%  100%
b.	Contractor will attempt at least three times (must include one home visit or face-to-face, one phone call, one letter) to schedule a face-to-face meeting with Path 1 and 2 families within 30 days of MDT. If unsuccessful in scheduling a face-to-face meeting, cases will be closed.	100%
c.	Percent of engaged families who will have a completed pre-FAST and case plan within 45 days of the MDT.	100%
d.	Percent of Path 1 families engaged in services. Engagement for Path 1 is defined as family has completed a first visit and assessment (FAST) and was provided with at least one referral or linkage to service.	50%
e.	Percent of families engaged in services. Engagement for Path 2 is defined as engaged in case management services.	70%
f.	Percent of engaged families who are connected to community resources that address identified family needs at case closing. Families can be connected by information and referral and have a clear understanding of how they can access that community resource or family can be actively engaged in community services.	95%
g.	Percent of engaged families who have completed a pre and post family assessment and have shown improvement in family functioning as shown by partial or complete attainment of service plan goals.	75%
h.	Absence of re-referrals after 30 days of initial report.	80%
i.	Absence of recurrence of maltreatment within 6 months (substantiated reports).	94%
j.	Satisfaction of parents with quality and effectiveness of services.	80%

2. Contractor will be responsible for submitting quarterly and six month narrative reports and six month financial report.

Quarterly Activity Reports are to be submitted as follows:

April 15, 2013; July 31, 2013; October 15, 2013; January 31, 2014  
April 15, 2014; July 31, 2014; October 15, 2014; January 31, 2015  
April 15, 2015; July 31, 2015; October 15, 2015; January 31, 2016

6-month reports are to be submitted as follows:

July 31, 2013; July 31, 2014; July 31, 2015

Year-end reports and year-end financial reports are to be submitted as follows:

January 31, 2014; January 31, 2015; January 31, 2016

Reports will be submitted to: Jerry Lindner, Human Services Manager, County of San Mateo, Human Services Agency, 1487 Huntington Avenue, South San Francisco, CA 94080.

3. Contractor will submit to Jerry Lindner, Human Services Manager, County of San Mateo, Human Services Agency, 1487 Huntington Avenue, South San Francisco, CA 94080, a roster of the Board of Directors and meeting dates with the six month report.
4. Contractor will submit to Jerry Lindner, Human Services Manager, County of San Mateo, Human Services Agency, 1487 Huntington Avenue, South San Francisco, CA 94080, a financial audit, as soon as it becomes available.
5. County will conduct site visit during the term of the Agreement to review all aspects of program operations and review Contractor's documentation related to case management. This site visit will be arranged in advance with StarVista.

**SAN MATEO COUNTY CHILDREN AND FAMILY SERVICES  
CONTRACT FOR DIFFERENTIAL RESPONSE CASE MANAGEMENT**

**DIFFERENTIAL RESPONSE – South and Central Referral Process**

**Children & Family Services (CFS) Phone Screener:**

1. Receives calls from the public.
2. Gathers referral information including information from additional questions.
  - Screener determines if a referral should be generated, i.e. does the allegation address child maltreatment according to statutory and state operational definitions.
  - Screener determines if the child is in immediate danger.
  - Screener gathers names, locations, telephone numbers, family members, schools children attend.
  - Screener documents reporter information.
  - Screener determines if the report concerns a vulnerable population, i.e. victim child 0-5 years, substance abusing parent, homelessness, chronic neglect, special needs.
  - Screens for prior reports.
  - Screener completes Structured Decision Making (SDM)
3. Inputs referral into CWS/CMS.
4. Screener determines if referral meets DR Criteria:
  - A) Path 1- referral meets the statutory definition of maltreatment but there are no safety issues identified and the risk to the victim child age 0-5 is low. No CWS response.
5. Screener documents path decision in CWS/CMS, Special Projects and sends referral to Regional ER Supervisor for review of path designation, assignment and cross-reports to police as necessary.

**Children & Family Services Regional Emergency Response (ER) Supervisor:**

1. Receives ER referrals.
2. Reviews path assignments:
  - Reviews referral information
  - Contacts collaterals for information if appropriate
3. If it is concluded that it is a Path 2 situation, refers to the Community partner for a joint DR response.

## **PATH 1- Community Partner Response**

*Assessment of the referral is such that there is a low risk of harm to child, but child appears safe. The family, however, may need supportive services to overcome difficult life situations or parenting challenges. The Community Partner helps this family with immediate resources including counseling, parenting classes, and emergency food assistance. Furthermore, the Community Partner continues their contact with the family on a regular basis to ensure engagement of services to resolve the problems and prevent further crisis. Families voluntarily use services.*

**ER Supervisor confirms/determines referral to be Path 1, closes the referral in CWS/CMS and releases the referral information to CARE.**

The Agency Community Liaison will receive the information via CARE and conduct a MDT to assign Path 1 referral.

- MDT will be conducted to share referral information, including historical information.
- MDT may be conducted through teleconferencing but must occur at a formal time specifically scheduled to conduct the MDT. Community Partner will obtain the information via the CARE database.

### **INITIAL CONTACT WITH THE FAMILY**

1. Community Partner receives Path 1 referral via MDT:
  - Receives referral assignments on a flow basis
  - Reviews information
  - Determines key issues to explore in initial meeting
  - Checks school records if accessible
  - Accesses referral information in CARE database
2. Community Partner calls client to set up home visit within 10 days. If unable to contact the family, Community Partner will make at least 3 attempts in 30 days which will include at least:
  - One phone call to the family
  - One visit to the home (or other face- to- face contact)
  - One letter to the family
3. If family is contacted but declines family meeting, Community Partner inputs information into database and closes the case.
4. Once contact with the client is made and appointment is set, Community Partner sees client on home visit and engages family using strength-based intervention:

- Introduces self and clarifies reason for the visit
- Reviews the referral information with the family
- Includes all family members and others living in the home in the discussion whenever possible
- Engages family in assessment process using observation and interviewing skills to gather information
- Completes Assessment Tool and enters the information into the database.
- Assessment will focus on parental capacity but if any safety or risk issues are identified, a referral is made back to the child abuse hotline (650 595-7922)

### **Case Planning and Case Management**

1. Develops case plan with family.
  - Invites family members, support persons, Community Partners to participate in the case planning as appropriate
  - Reviews the initial information received in the referral
  - Reviews the information gathered in the family assessment reflecting the family's perception of their needs
  - Establishes specific, measurable, achievable, realistic, time specific goals
  - Clarifies roles and responsibilities
  
2. Provides case management services for up to a 6 month period.
  - Refers clients to community agencies for appropriate treatment
  - *Makes appointments and keeps records*
  - Assists in coordinating transportation to appointments, meetings and classes
  - Confers with other agencies or departments regarding needs of individual clients
  - Develops immediate solutions to emergency problems and expedites delivery of needed services if possible
  
3. Has weekly contact with the family, with face- to- face contact a minimum of twice monthly.
4. Contacts collaterals about family's progress in services.
5. Inputs info into database about family's progress in services.
6. Completes re-assessment at 90 days and prior to closing case.
7. Conducts case closure review or 90 day reassessment.
8. Completes post assessment and enters closing summary in database.

### **MANDATED REPORTER RESPONSIBILITIES**

Community Partner must report new / suspected allegations of abuse or neglect immediately to the Children & Family Services hotline 650-595-7922.

## **PATH 2 - Joint Response**

*Assessment of the referral is such that there is low to moderate risk of harm to child. Staff from the Human Services Agency Children & Family Services and the Community Partner work as a team to assess the family's situation, offer supportive services, and follow-up to help the family. Families are encouraged to use services, but it is voluntary. The Social Worker closes the referral once the risk and safety assessment is completed, and then the Community Partner provides the indicated services. However, if a family situation deteriorates and child is at risk, the Community Partner will call the Children & Family Services hotline and make a new referral.*

**ER Supervisor confirms/determines referral to be Path 2 and releases the referral information into CARE. A Social Worker is assigned and a determination is made for a joint response with Community Partner staff.**

The Agency Community Liaison is notified via CARE and will conduct a MDT with the Community Partner to assign the Path 2 referral.

- MDT will be conducted to share the referral information, including historical information.
- MDT may be conducted through teleconferencing but must occur at a formal time specifically scheduled to conduct the MDT. Community Partner will obtain the information via the CARE database.

### **INITIAL CONTACT WITH THE FAMILY**

#### **ER Social Worker:**

- 1. Reviews referral:**
  - **Confers with CalWORKS staff if case is open to them**
  - Reviews and organizes information
  - Determines key issues to explore in initial meeting
  - Contacts collaterals or background screener for additional information if necessary
2. Meets with the family to complete assessment of safety and risk.
3. Once Social Worker determines that there are no safety threats and the risk is low to moderate the Social Worker will refer to the DR Community Partner.
4. Coordinates with Community Partner and calls client to arrange home visit with Community Partner; obtains permission to include Community Partner.
5. Conducts face-to-face assessment in the client's home, Social Worker reviewing for risk and safety issues and Community Partner assessing for parental capacity:
  - Introduces self and clarifies reason for the visit. Reviews the referral information with the family

- Includes all family members and others living in the home in the discussion whenever possible
- Engages family in assessment process using observation and interviewing skills to gather information

6. Participates in case planning meeting with family, Community Partner and collaterals.

### **COMMUNITY PARTNER:**

Community Partner receives Path 2 referral from the Agency Community Liaison following the MDT.

1. Reviews information
  - Determines key issues to explore in initial meeting with Social Worker
  - Checks school records if accessible
  - Accesses referral information in CARE database
2. Once the referral is received, the Community Partner will contact the assigned Social Worker by telephone identifying that they have received the referral within a reasonable amount of time, as agreed upon by both parties.
3. **With Social Worker, conducts face-to-face assessment in the family's home, Social Worker reviewing for risk and safety issues and Community Partner assessing for service needs.**
  - Introduces self and clarifies reason for the visit
  - Reviews the referral information with the family
  - Includes all family members and others living in the home in the discussion whenever possible
  - Engages family in assessment process using observation and interviewing skills to gather information
  - If there are risk issues, Social Worker will advise the Community Partner that the referral has become a Path 3 and Differential Response is no longer appropriate
4. If the family is not at home, a second joint home visit will be attempted
5. If the Social Worker is closing the referral, the Community Partner will at minimum facilitate:
  - One phone call to the family
  - One letter to the family
6. If there is no contact, the Community Partner will complete the assessment tool and enter the closing summary into the database
7. If family is contacted but declines family meeting, Community Partner inputs information into database and closes the case.

## **Case Planning and Case Management**

### **Community Partner:**

1. Develops case plan with family
  - Reviews the initial information received in the referral
  - Reviews the information gathered in the family assessment reflecting the family's perception of their needs
  - Establishes specific, measurable, achievable, realistic, time specific goals
  - Clarifies roles and responsibilities
  - Case manager duties may be reassigned if needed
2. Provides case management services for up to a 6 month period.
  - Refers clients to community agencies for appropriate treatment
  - Makes appointments and keeps records
  - Assists in coordinating transportation to appointments, meetings and classes
  - Confers with other agencies or departments regarding needs of individual clients
  - Develops immediate solutions to emergency problems and expedites delivery of needed services if possible
3. Has weekly contact with the family, with face- to- face contact a minimum of twice monthly.
4. Contacts collaterals about family's progress in services.
5. Inputs info in database about family's progress in services.
6. Completes re-assessment at 90 days and prior to closing case.
7. Conducts case closure review or 90 day reassessment.
8. Completes post assessment and enters the information into the database.
9. Provides closing summary in database.

### **MANDATED REPORTER RESPONSIBILITIES**

Community Partner must report new / suspected allegations of abuse or neglect immediately to the Children & Family Services hotline 650-595-7922

### **PATH 3 - Children & Family Services Immediate Response**

*Assessment of the referral is such that there is a high risk of harm to the child and the child's safety may be of concern, which results in an immediate response by a social worker to assess the safety of the child. During this assessment, the social worker determines whether the child can be safely maintained in the home or if there is a need to detain the child in protective custody.*

## Special Situations

Community partners may not decline any referrals. If the Community Partner has concerns about the appropriateness of the referral, a second MDT may be requested. The second MDT will be attended at a minimum by the DR Program Manager or a representative, the Intake worker, and the Liaison. If there is agreement that the referral is not appropriate for DR services, CWS will withdraw the referral.

### Non- Familial Sex Abuse

Effective 10/24/06, Non- Familial Sex Abuse referrals will not be referred for Differential Response services.

### Open Children & Family Services Referrals and Cases

Open Path 3 referrals and open child welfare cases are to be case managed by the Social Worker and are not appropriate for Differential Response

### Public Health Nursing

The PHNs attached to CFS Emergency Response units will only be involved at the request of the Social Worker. The CFS PHN case management activities will continue only as long as the referral is open. If further PHN services are required after the CFS referral is closed, the CFS PHN will initiate a PHN referral to field nursing. PHN field nurses provide case management services in homes, clinics and other sites to assist families.

### Request by Client to Review Referral

If a client requests to review a referral that was made regarding his/her child, he/she may do so after the CWS/CMS referral and investigation have been closed. The client may call the Child Welfare hotline and request an appointment. He/she will be given a scheduled appointment time to go to the appropriate Regional office to review the referral in person.

### Reopening of a Referral by Community Case Manager

If a client initially declines services but contacts the community case manager at a later date requesting services, the referral may be reopened if the request is made 30 days or less from the date the referral was declined. If the request is received more than 30 days after services were declined, the referral will not be reopened and the client will be referred to the nearest Family Resource Center.

### Sensitive Referrals in CWS/CMS

These referrals are sensitive in nature due to the persons involved therefore, all identifying information is restricted from general viewing. Should the persons involved / being reported be employees of Children & Family Services or relatives of an employee, the situation may be handled by a neighboring county. In these situations, our Differential Response partners may interface with Social Worker staff from neighboring counties.

Community case managers will act with professionalism and will respect the confidentiality of the person being referred. Community case managers are responsible for reporting these referrals to the Community Partner Program Manager as soon as they become known.

These situations must be discussed with the county DR Program Manager who will discuss with the Community Partner Program Manager.

#### Sensitive Referrals for Community Partners

These referrals are sensitive in nature due to the persons involved therefore, all identifying information is restricted from general viewing. Should the persons involved / being reported be employees of our Community Partners, relatives of an employee HSA staff co-located with the Community Partners, or otherwise known to the community case manager to which the referral is assigned, the following options are available:

1. The concept of “perceived equity” may be followed (the Community Partner Program Manager determines if any uninvolved person would assume that the referral could be handled with equity if assigned to a particular community case manager)
2. The situation may be handled by another DR contractor
3. The referral may be declined for Path 1 or 2.

Community case managers will act with professionalism and will respect the confidentiality of the person being referred. Community case managers are responsible for reporting these referrals to the Community Partner Program Manager as soon as they become known.

These situations must be discussed with the Community Partner Program Manager who will discuss with the DR Program Manager.

#### Service Extension

Community Partners may, under certain circumstances, provide services for longer than 6 months. These situations will be individually considered and approved/denied by the Community Partner Program Manager.

***Differential Response - CASE REVIEW PLAN***

1) Cases open to DR Over 6 months

Cases over 6 months\* will be reviewed at Case Review MDTs.

Community DR Partner Case Review MDT Participants	Human Services Agency Case Review MDT Participants
Must include: Program Director and/or Program Manager and/or Intake Supervisor	Must include: DR Program Manager and/or Human Services Manager I
May include: Assigned Case Manager; additional participants as designated by Program Director	May include: DR Liaison and/or CWS Contract Manager; additional participants as designated by DR Program Manager

\*using joint visit or first contact date as first day open

DR Liaisons will schedule MDTs with designated MDT participants, to take place following receipt of monthly CARE report. Community Partners will provide referral case records on all cases under review. MDTs may be held at community partner or Agency location.

2) HSA conducts Random Case Review

DR Liaisons will conduct quarterly random review of community partner referral files. DR Liaisons will select 1 referral per community case manager per quarter and will do review in person and in database.

Active referrals will be reviewed for:

- frequency of contact or contact attempts
- case plan if family has been engaged applicable
- evidence of services offered if family has been engaged
- evidence of service needs met if family has been engaged
- presence of pre- assessment if family has been engaged

Closed referrals will be reviewed for:

Engaged:

- frequency of contact
- case plan
- evidence of services offered
- evidence of service needs met, case plan completion
- presence of pre- and post- assessment
- increase/decrease/no change in assessment scores

Not Engaged:

- frequency of contacts or contact attempts
- appropriate closure reason

DR Liaisons will coordinate with community partner Intake Supervisor or schedule available dates and times for in person random reviews with community partner Program Manager or designee. Community partner will be given at least one week notice to prepare (pull cases) for case review. DR Liaison will complete approved DR Case Review Form when conducting reviews.

**Exhibit F**

**(Required only from Contractors who provide services directly to the Public on the County's behalf.)**

**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.

Sara Larios Mitchell, Ph.D.  
Name of 504 Person - Type or Print

StarVista  
Name of Contractor(s)-Type or Print

610 Elm Street, Suite 212  
Street Address or P.O. Box

San Carlos, CA 94070  
City, State, Zip Code

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

1/22/13  
Date

Sara Mitchell  
Signature and Title of Authorized Official

\*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 G**

**County of San Mateo  
Contractor's Declaration Form**

**I. CONTRACTOR INFORMATION**

Contractor Name:	StarVista	Phone:	650-591-9623
Contact Person:	Sara Larios Mitchell	Fax:	
Address:	610 Elm Street, Suite 212 San Carlos, CA 94070		

**II. EQUAL BENEFITS (check one or more boxes)**

Contractors with contracts in excess of \$5,000 must treat spouses and domestic partners equally as to employee benefits.

- Contractor complies with the County's Equal Benefits Ordinance by:
  - offering equal benefits to employees with spouses and employees with domestic partners.
  - offering a cash equivalent payment to eligible employees in lieu of equal benefits.
- Contractor does not comply with the County's Equal Benefits Ordinance.
- Contractor is exempt from this requirement because:
  - Contractor has no employees, does not provide benefits to employees' spouses, or the contract is for \$5,000 or less.
  - Contractor is a party to a collective bargaining agreement that began on \_\_\_\_\_ (date) and expires on \_\_\_\_\_ (date), and intends to offer equal benefits when said agreement expires.

**III. NON-DISCRIMINATION (check appropriate box)**

- Finding(s) of discrimination have been issued against Contractor within the past year by the Equal Employment Opportunity Commission, Fair Employment and Housing Commission, or other investigative entity. Please see attached sheet of paper explaining the outcome(s) or remedy for the discrimination.
- No finding of discrimination has been issued in the past year against the Contractor by the Equal Employment Opportunity Commission, Fair Employment and Housing Commission, or any other entity.

**IV. EMPLOYEE JURY SERVICE (check one or more boxes)**

Contractors with original or amended contracts in excess of \$100,000 must have and adhere to a written policy that provides its employees living in San Mateo County up to five days regular pay for actual jury service in the County.

- Contractor complies with the County's Employee Jury Service Ordinance.
- Contractor does not comply with the County's Employee Jury Service Ordinance.
- Contractor is exempt from this requirement because:
  - the contract is for \$100,000 or less.
  - Contractor is a party to a collective bargaining agreement that began on \_\_\_\_\_ (date) and expires on \_\_\_\_\_ (date), and intends to comply when the collective bargaining agreement expires.

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.

Sara Mitchell  
Signature  
1/22/13  
Date

Sara Larios Mitchell  
Name  
CEO  
Title

**Exhibit H**

**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 I**

**FINGERPRINTING CERTIFICATION FORM**

**Agreement with StarVista**

**For**

**Difference Response – South and Central Regions**

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 contractor's employees, assignees and subcontractors or volunteers have contact in accordance with Paragraph 9, Child Abuse Prevention and Reporting, of this Agreement

*SG Mitchell*

\_\_\_\_\_  
Name (Signature)

*CEO*

\_\_\_\_\_  
Title

*1/22/13*

\_\_\_\_\_  
Date



**COUNTY OF SAN MATEO**  
Inter-Departmental Correspondence  
Human Services Agency



**Date:** February 5, 2013  
**Board Meeting Date:** February 12, 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 Daly City Peninsula Partnership Collaborative

**RECOMMENDATION:**

Adopt a Resolution authorizing an Agreement with Daly City Peninsula Partnership Collaborative for Differential Response Case Management services in the Northern Region for the term of January 1, 2013 through December 31, 2015, in the amount of \$1,207,500.

**BACKGROUND:**

Differential Response (DR) is a county-wide evidence-based early intervention strategy designed to improve outcomes for children and families involved with Child Welfare. DR offers multiple paths for ensuring child safety. Path 1, or Community Partner Response, is utilized when the allegations of abuse or neglect indicate a low risk of harm to a child and a Child Welfare response is not required. Path 2, or Joint Response, is selected when it is determined that there is low to moderate risk of harm to the child but the family could benefit from engaging in community services. Path 3, Children and Family Services' Immediate Response to assess the safety of a child.

On September 10, 2012, the Human Services Agency (HSA) conducted a Request for Proposals (RFP) for DR services in San Mateo County. Daly City Peninsula Partnership Collaborative (DCPPC) was selected to provide DR services for the Northern Region of the County.

**DISCUSSION:**

This Agreement with DCPPC is to provide DR services in San Mateo County using an evidence-based home visiting model to establish strength-based working relationships with families. DCPPC will also work collaboratively with community-based organizations so that families can easily access resources and ensure a continuum of care after case closure. DR services will be provided by culturally and linguistically competent staff to

work with San Mateo County's diverse population. This Agreement was delayed due to negotiations with selected vendors.

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 DCPPC meets insurance certification requirements.

Approval of this Agreement contributes to the Shared Vision 2025 outcome of a Prosperous Community by providing safe and supportive homes and neighborhoods for children in San Mateo County through the Differential Response early intervention strategy. It is expected that these services will result in a 95% decrease of re-referrals to Children & Family Services concerning child safety for 900 families for the term of this Agreement. Additionally, referral-based services will be offered to families to establish greater connections within their communities with the goal of preventing further child abuse.

**PERFORMANCE MEASURE(S):**

<b>Measure</b>	<b>FY 2012-13 Actual</b>	<b>FY 2013-14 Projected</b>
Percentage/number decrease in re-referrals to Children & Family Services concerning child safety for the term of this Agreement	94%/300 families	95%/900 families

**FISCAL IMPACT:**

The term of this Agreement is January 1, 2013 through December 31, 2015. The total amount of the Agreement is \$1,207,500, and 80% (\$966,000) is funded by Child Welfare Services Outcome Improvement Project Allocation (CWSOIP) via State Realignment Funds and 20% (\$241,500) is Net County Cost. Appropriations have been included in the FY 2012-13 Adopted Budget and will be included in the FY 2013-14 and FY 2014-15 and FY 2015-16 Recommended Budgets as follows: FY 2012-13 \$201,250, FY 2013-14 \$402,500, FY 2014-15 \$402,500 and FY 2015-16 \$201,250.

## REQUEST FOR PROPOSAL PROCESS MATRIX

1.	General description of RFP	RFP to solicit providers to offer Case Management Services for the Northern and Southern Regions.
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	<ol style="list-style-type: none"> <li>1. RFP Distribution mailing list comprised of 204 providers.</li> <li>2. CCAT/ACAT Members</li> </ol>
5.	Total number of RFP's sent to prospective proposers	Eight
6.	Number of proposals received	Nine (some agencies submitted for both Northern and Southern Regions).
7.	Who evaluated the proposals	<ol style="list-style-type: none"> <li>1. Marianna Klebanov, Self-employed</li> <li>2. John Ragosta, CASA of San Mateo County Program Manager,</li> <li>3. Carlos Smith, Social Worker</li> </ol>
8.	In alphabetical order, names of proposers (or finalists, if applicable) and location	<ol style="list-style-type: none"> <li>1. Daly City PPC- Northern Region</li> <li>2. Edgewood Northern Region</li> <li>3. Edgewood Southern Region</li> <li>4. Pyramid Northern Region</li> <li>5. Pyramid Southern Region</li> <li>6. StarVista Northern Region</li> <li>7. StarVista Southern Region</li> <li>8. Unity Care Group, Northern Region</li> <li>9. Unity Care Group, Southern Region</li> </ol>

**RESOLUTION NO. \_\_\_\_\_**

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

\* \* \* \* \*

**RESOLUTION AUTHORIZING AN AGREEMENT WITH DALY CITY PENINSULA PARTNERSHIP COLLABORATIVE FOR DIFFERENTIAL RESPONSE CASE MANAGEMENT SERVICES IN THE NORTHERN REGION FOR THE TERM OF JANUARY 1, 2013 THROUGH DECEMBER 31, 2015, IN THE AMOUNT OF \$1,207,500**

---

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

**WHEREAS**, on September 10, 2012, the Human Services Agency conducted a Request for Proposals (RFP) via a public notice in the San Mateo Daily Journal for Business Opportunity for Differential Response Case Management Services (DR) and Daly City Peninsula Partnership Collaborative (DCPPC) was awarded to provide DR case management Services; and

**WHEREAS**, DCPPC will be providing DR case management services to the Northern Region of San Mateo County using an evidence-based home visiting model and establish strength-based working relationships with families for the term January 1, 2013 through December 31, 2015, in the amount of \$1,207,500; and

**WHEREAS**, it has been presented to this Board of Supervisors for its consideration and acceptance an Agreement with DCPPC for the purpose of providing DR case management services;

**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 is hereby 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  
DALY CITY PENINSULA PARTNERSHIP COLLABORATIVE**

THIS AGREEMENT, entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2013, by and between the COUNTY OF SAN MATEO, hereinafter called "County," and DALY CITY PENINSULA PARTNERSHIP COLLABORATIVE, 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 performing Differential Response (DR) case management services for the County's Northern Region;

**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- Program Description
- Exhibit B- Scope of Work
- Exhibit C- Payment Schedule
- Exhibit C1 - Budget
- Exhibit D- Program Monitoring
- Exhibit E- Differential Response – Referral Process
- Exhibit F- §504 Compliance
- Exhibit G- Contractor's Declaration Form
- Exhibit H- Child Abuse Prevention and Reporting
- Exhibit I- Fingerprinting Certification

**2. Services to be performed by Contractor**

In consideration of the payments set forth herein and in "Exhibits C and C1," Contractor shall perform services for County in accordance with the terms, conditions and specifications set forth herein and in "Exhibits A, B, D, E and G."

**3. Payments**

In consideration of the services provided by Contractor in accordance with all terms, conditions and specifications set forth herein and in "Exhibits A B, D, E and G," County shall make payment to Contractor based on the rates and in the manner specified in "Exhibits C and C1." 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 MILLION TWO HUNDRED SEVEN THOUSAND FIVE HUNDRED DOLLARS, (\$1,207,500).**

**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, 2015.**

This Agreement may be terminated by Contractor, the Human Services Agency 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 that it 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 contractor's 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 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 the United States District Court for the Northern District of California.

16. **Notices**

Any notice, request, demand, or other communication required or permitted hereunder shall be deemed to be properly given when both (1) transmitted via facsimile to the telephone number listed below and (2) either deposited in the United States mail, postage prepaid, or when deposited for overnight delivery with an established overnight courier that provides a tracking number showing confirmation of receipt for transmittal, charges prepaid, addressed to:

**In the case of County, to:**

Loc Nguyen, DrPH, MSW, Director, Children and Family Services  
San Mateo County, Human Services Agency  
400 Harbor Blvd., Bldg. B  
Belmont, CA 94402  
650-802-3390

**In the case of Contractor, to:**

Pat Bohm, Executive Director  
Daly City Peninsula Partnership Collaborative  
725 Price Street  
Daly City, CA 94014  
415-294-2635

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

**DALY CITY PENINSULA PARTNERSHIP COLLABORATIVE**  
Pat Bohm, Executive Director

  
\_\_\_\_\_  
Contractor's Signature

Date: 1-23-2013

**Program Description- North -Differential Response  
January 1, 2013 through December 31, 2015**

**In consideration of the payments set forth in “Exhibits C and C1”, Contractor shall provide the following services:**

**I. PROGRAM DESCRIPTION**

**Program Purpose**

Differential Response (DR) provides earlier and more meaningful responses to emerging signs of family problems so child welfare agencies can mobilize resources to help families before problems escalate.

DR has four goals:

- Increased safety and protection of the most vulnerable children referred to child welfare services.
- More children maintained safely in their home with community services and support and fewer children involved in the child welfare system.
- Greater family and community understanding and commitment to the protection of children.
- Increased fairness and equity for all families referred to the child welfare system.

**II. POPULATION TO BE SERVED**

DR services will be provided to targeted populations which will allow the most vulnerable and needy families to engage in community-based services.

Population to be served by Priority:

1. Path 2 families, which have been defined as all referrals identified by the San Mateo County Children & Family Services Social Worker as the most vulnerable and needy families who would benefit from engaging in community-based services.
2. Path 1 families with victim children..

Path 2 families will have priority over Path 1 families. If case load permits, Path 1 families will receive the same level of case management service.

CFS will make all referrals to the DR program. CFS’s Community Workers will schedule and conduct MDT meetings with Contractor’s staff to discuss referrals and transfer confidential client information. Contractor will utilize the Community Approach to Relating and Engaging with Families (CARE) System to receive Path 1 and 2 referrals.

**Scope of Work - North -Differential Response  
January 1, 2013 through December 31, 2015**

Contractor will provide, to the satisfaction of the Director of Children and Family Services (CFS) or his or her designee, services in connection with the specified DR services to Path One and Path Two families:

**I. Geographic Area**

- Provide DR services to the following zip codes:

Brisbane (94005)  
Daly City (94014, 94015)  
San Bruno (94066)  
Pacifica (94044)  
South San Francisco (94080)  
Millbrae (94030)  
Burlingame (94010)

- Service providers will be co-located with social worker staff or in community offices as agreed upon by both parties. If San Mateo County (County) determines that the locations are ineffective and/or inaccessible, Contractor will secure other sites. Contractor will inform Children and Family Services (CFS) if locations change.

**II. Training and Standardized Assessments**

- Provide Family Connections case management model training to Program Director, Program Managers, Case Managers and Intake Worker.
- Determine the appropriate staff to attend County-sponsored training, including but not limited to, Case Managers, Intake Worker, Program Managers and multi-disciplinary team members.

**III. Case Management**

Contractor will accept all referrals from the CFS DR Program to provide case management services. Contractor will assign cases to case managers immediately after an MDT. Contractor will not maintain a wait list. Based on historical data, it is expected that the Contractor will receive approximately 300 per year. If the total number of referrals exceeds the projected case load by 25%, the County and Contractor will meet to discuss on-going case management on new referrals. Case management services will be provided based on the priority population outlined in Exhibit A.II.

### **Case Management Model**

Contractor will utilize the Family Connections (FC) case management model. FC is a prevention/early intervention, community-based service program. The program works with families in their homes and neighborhoods to help them meet the basic needs of their children, with the goal of reducing the risk of child neglect. FC is based on a set of nine practice principles shown to work with the most vulnerable families and includes: community outreach individualized family assessment, customized interventions, helping alliance, empowerment approaches, strengths perspectives, cultural competence, developmental appropriateness and outcome-driven service plans. FC identifies informal support systems and contacts potential resources that can meet the family's needs, makes multiple contacts with family and support members, develops a mutually negotiated family support plan, provides a combination of home visiting and community based case management interventions, identifies and connects the family with a broad network of community resources, and creates opportunities for parents and children to experience positive and enjoyable interactions with each other. FC has shown to increase appropriate parenting attitudes, decrease depressive symptoms, decrease caregiver stress and everyday stress, decrease child behavior problems, and reduce incidents of child abuse and neglect.

### **Central Intake**

Path 1 and Path 2 referrals will be received by a single Intake Worker, who will review the information for completeness and direct them to Daly City Peninsula Partnership Collaborative staff. After assignment, and in coordination with County Social Workers as appropriate, families will be contacted using a standard case management model that includes: Engagement/Assessment; Family-Centered Care Planning; Linking to Resources; and Graduation. County protocols for Path 1 and Path 2 referrals will be followed at all steps of the process, and new referrals will be made to the CFS hotline if allegations of abuse or neglect arise.

### **Engagement/Assessment**

At this phase, the Case Manager makes the first contact with the family in their own language by phone, in the home or at school. The goals of this first contact are to:

1. Engage the family in receiving services or referrals
2. Provide an initial assessment of the family's needs and current resources
3. Connect the family with resources for any immediate needs
4. Make arrangements for further assessment and planning
5. Establish and maintain up-to-date and accurate Efforts to Outcomes (ETO) system records and files

Contractor will use several strategies to obtain initial engagement:

1. Work to identify an immediate need that can be met quickly (e.g. food provision, ESL classes, affordable child care), building trust and providing the family with an incentive to engage in care planning.

2. Case Managers will use a non-judgmental, supportive approach, and will be assigned to families according to their cultural, geographical and language needs. Families will have the option of meeting in their home, at Family Resource Centers (FRC), at other community service locations, or any other location that feels safe and comfortable to the family

During the initial assessment phase, the Case Manager will administer the Family Assessment Screening Tool (FAST), use strength-based questions and conversations, and collect information about the family's needs and resources. In Path 2 cases, the Case Manager will accompany a Children and Family Services (CFS) Social Worker, proceeding with family assessment if the case is judged to be low-risk.

### **Family-Centered Care Planning**

Creating an effective care plan requires the active participation of the family, as well as their network of relatives, community members and service providers who have a stake in the family's success. Engaging them in their own service planning is key to a successful outcome. Contractor will also use the 41 Developmental Assets for young children and youth as an underpinning of the strength-based approach with families and children.

The Case Manager will develop and/or plug into other plans that may already be in place for the family. ETO system records will be maintained and updated accurately. Using participatory approaches, the Case Manager will find flexible ways to:

- assess the family's strengths and resources
- identify areas of need
- create a plan that invests the family in setting goals and working jointly on strategies for reaching them

### **Linking To Resources**

Home-visiting enables the Case Managers to bring some services directly to the client. In order to assure that clients are able to access other resources throughout the County, the Case Managers will assist clients in obtaining bus passes, or tokens, when they are available.

### **Graduation/Follow-up**

When the family is ready to graduate from the program, the Case Manager will:

- Visit the family to assess completion or continued progress toward goals
- Complete up-to-date and accurate ETO system records and files
- Administer the FAST
- Provide a client satisfaction survey

## **IV. Case Manager**

Case Manager - the primary service coordinator for families assessed to receive non-County services. The Contractor will supervise and train the Case Managers to work with children and families. Case Managers will perform the following activities, including but not limited to:

- Assume all case management duties for Path 1 & Path 2 families utilizing the Family Connections model as described in Exhibit B.III.
- Follow DR process as described in Exhibit E.
- Re-refer clients to CFS Hotline, as appropriate.

- Visit the client and conduct standardized Path One family assessments using pre-FAST form. As indicated in the Family Connections model, develop individualized, outcome-driven service plans.
- Conduct standardized Path Two family assessments using pre-FAST. Contractor will develop outcome-driven, individualized service plans as indicated in the Family Connections model.
- Engage families in services through a strength-based working relationship by meeting with families in their homes once a week for 1 – 1.5 hours.
- Provide family support and informational services (i.e., home-teaching, motivational support, parent education, coaching, supportive problem solving, when appropriate, linkages to drug and alcohol treatment programs and domestic violence services, etc.).
- Assist in coordinating transportation to appointments, meetings, and classes, as well as bus tokens and taxi vouchers as needed.
- Conduct reassessments after 90 days. Contractor will determine if case needs to continue for another 90 days.
- Update service plan.
- Close cases as appropriate, conducting post-FAST at time of closure.
- Develop and maintain case files in the secure, web-based ETO system containing assessment information, case plan, and record of contacts with clients.
- Track and monitor case activities through the life of a case and case closure.
- Maintain up-to-date case records in ETO system. Provide up-to-date case information to CFS, when requested.
- Provide services to a caseload of at least 10-15 open cases per month per Case Manager, for a maximum of 25 cases.
- Maintain knowledge of community services including referral and qualification requirements.
- Identify, establish, and link families to services and resources including on-site services as well as neighborhood-based services.
- Collaborate with service providers and consult with staff when clinical expertise is needed in development of service plans.
- Participate in community outreach activities.
- Participate in regular MDTs, meetings, individual supervision sessions and other meetings as appropriate.
- Complete the Family Connections case management training and all County-provided training related to DR, as determined by the County, such as the Community Worker curriculum, DR process, MDT and Mandated Reporter Training (MRT).
- Participate in on-going training activities, as required by the County.
- Perform other duties as assigned.

Intake Worker will perform the following activities, including but not limited to:

- When needed, perform duties of a case manager (see Case Manager description) and carry a partial caseload.
- Provide assistance to case managers to support family service plans/goals.
- Serve as the single point of entry for all referrals made by CFS and assign referrals to Case Managers.

- When assigning cases, primary consideration will be given to cultural and linguistic needs of the family.
- Assist in coordinating intake and assignment of Path One and Path Two referrals as described in the DR process.
- Maintain and improve community resource databases for case management use.
- Maintain knowledge of community services including referral and qualification requirements.
- Participate in agency and County meetings, as required
- Attend trainings, as required.

#### **V. Administration of Case Manager**

Be responsible for administrative services related to recruiting and training Case Managers and Intake Worker to meet DR demands. Administrative services shall include:

- Approving and signing timecards, leave, sick, etc.
- Conducting performance evaluation.
- Providing coaching and mentoring.
- Identifying other appropriate training.

#### **VI. Supervision**

*Program Director will:*

- Be responsible for developing, implementing, and maintaining program operations in accordance with the requirements of this Agreement.
- Be responsible for ensuring compliance with all policies and guidelines, stay current with any changes and updates.
- Review cases in the ETO system for content on a quarterly basis.
- Ensure progress notes are accurate and timely. Be able to provide case notes when requested by the County.
- Prepare all required reports.
- Prepare, administer and monitor the program budget to ensure the accomplishment of program and service objectives within budget restrictions.
- Hire, train and supervise Program Managers who have clinical and community based experience, preferably with masters level education.
- Oversee the hiring, training and supervision of the Program Managers, Intake Worker and Case Managers. Staff must reflect the region's demographic. Case Managers will be culturally and linguistically appropriate for the population to be served.

*The Program Managers will:*

- Be responsible for the day-to-day management of the collaborative program.
- Hire, train, supervise and coordinate the Intake Worker and Case Managers.
- Be responsible for reviewing Path One and Path Two referrals and service plans.
- Coordinate and participate in the implementation of differential response, its goals, objectives, policies, and procedures.
- Ensure cases are up-to-date and case information is current to ensure validity and accuracy of reports.

- Read progress notes, review cases in the ETO system for content with staff and ensure cases are up-to-date at least on a monthly basis.
- Ensure the quality and quantity of the home visits. This includes shadowing case managers on home visits once per quarter per worker.
- Provide individual and group supervision, including sign-off on closed client files, will be an additional quality control.
- Participate in the evaluation of the effectiveness of DR.
- Conduct regular meetings with DR staff to ensure all appropriate policies and guidelines are followed.
- Coordinate all community efforts around DR to ensure seamless process for families.
- Act as liaison and maintain an effective working relationship with Human Services Agency, FRCs, Core Service Agencies, community-based public and private organizations, and the community.
- Act as advocate and spokesperson in the community in support of DR programs and services.

### **VII. Suspected Child Abuse and Neglect/Mandated Reporter Responsibilities**

Ensure that all staff working with families are trained regarding mandated reporting requirements and report suspected child abuse and neglect as required by law. This includes but is not limited to: Case Managers, Intake Worker, Volunteers, Supervisors, Clerical Staff, Home Visitors, Team Leaders, and Program Managers

### **VIII. Community and Facility Capacity**

Coordinate the delivery of services to the families assessed for DR within the family's neighborhood or community.

When applicable, the following are services and linkages required under this project including, but not limited to:

- 4 Cs, especially for child care
- Headstart
- Pre to Three
- Immigration
- Agencies that serve developmentally delayed adults
- Alcohol and Drug Treatment and Counseling
- Mental Health Services
- Domestic Violence Services
- CalWORKs, MediCAL, Food Stamps, and other public assistance programs
- Health Services (Public Health Nurse)
- Probation/Juvenile Justice
- Parenting and Child Development
- Employment, Education and Skills Development
- Ancillary services designed to assist children, families and foster youth to participate in activities to fulfill their service plan goals (i.e., on-site child care, transportation assistance, etc.)
- Informal supports and activities designed to enhance family well being (i.e., Support groups, community events, enrichment activities, etc.)

## **IX. Service Integration**

- Collaborate with other agencies involved in the DR implementation to ensure seamless process for clients.
- Attend CFS unit meetings, as agreed upon by Contractor and County, to help foster relationship with CFS staff.
- Collaborate with FRCs and Core Service Agencies located throughout the Southern Region.
- Coordinate case plan with existing CalWORKS, food stamps and employment service plans.
- Assist in filling out the forms and completing the application process for cases where the family has applied for aid programs.
- Provide web and e-mail access, maintenance and technical support.

## **X. Policies and Procedures**

Submit the following policies and procedures to County:

- Incident Reporting Guidelines
- Confidentiality

## **XI. Data and Evaluation**

- Implement and maintain a secure, web-based ETO System to track outcomes and monitor case activities.
- Ensure information is current and accurate.
- Work with the CFS, evaluators and other DR service providers in the data collection and evaluation of the DR program.
- Develop, jointly with the County, data and evaluation procedures.

## **XII. Additional Service Deliverables**

- Participate in the DR Workgroup and additional subcommittees as determined jointly by both County and Contractor.
- Participate in the preparation and presentation of information and education forums about DR, through DR Workgroup, System Improvement Plan (SIP) Oversight meetings, community forums or other avenues, in collaboration with the County. Forums shall be held at mutually agreed upon locations, dates, and times, when possible.
- Contractor will conduct a joint needs assessment that includes community input to determine specific needs of the population within the region of service. The decision to conduct needs assessment will be agreed upon by both parties.

### **County will:**

#### **I. Training and Standardized Assessments**

- Provide initial and on-going DR training for appropriate County and Contractor staff.
- Train appropriate County and Contractor staff on DR process and MDT.

## **II. Initial Assessments and Contact**

- Assess Child Abuse Hotline referrals for Path One, Path Two, and Path Three response using standardized assessment tools.
- For Path One and Path Two, CCW receives referral from CPS intake unit and convenes an MDT with Contractor's Intake Worker and other staff as determined by Contractor.

## **III. Case Management**

- Perform all case management duties for Path Three referrals.
- A SW will conduct a joint response with Contractor for Path Two referrals. SW will determine risk and Contractor's Case Manager will complete the service needs assessment using FAST tool.

## **IV. County Community Worker**

- Be responsible for hiring, training and supervising CCWs. The CCWs will coordinate and facilitate MDT meetings.

## **V. Multi-Disciplinary Teams (MDTs)**

- Provide Contractor with policies and procedures related to MDTs.

## **VI. Service Integration**

- Provide CCWs to serve and support families that are referred for DR services.

## **VII. Policies and Procedures**

- Provide the following policies and procedures:
  - DR
  - MDTs

## **VIII. Data and Evaluation**

- Develop, distribute and collect Quarterly Customer Service Survey. Compile survey results.

**Payment Schedule- North -Differential Response  
January 1, 2013 through December 31, 2015**

In consideration of the services provided by the Contractor pursuant to this Agreement and subject to the provisions of paragraph 2 of this Agreement herein, County will pay Contractor in the manner described below, unless otherwise specifically authorized by the Children and Family Services Director or his designee:

1. County shall pay Contractor monthly for actual expenditures. Contractor must provide detailed invoice on a format as specified by the County. Contractor may transfer funds within personnel and operating expenses. Transfer of funds between personnel and operating expenses require the approval of the CFS Program Manager. Funds are distributed as following:

FY 2012-13 \$201,250 (Jan 1-June 30, 2013- 50% of year)  
FY 2013-14 \$402,500 (July 1, 2013- June 30, 2014)  
FY 2014-15 \$402,500 (July 1, 2014-June 30, 2015)  
FY 2015-16 \$201,250 (July 1-Dec 31, 2015- 50% of year)  
\$1,207,500

In no event shall the total exceed Costs will not exceed **ONE MILLION TWO HUNDRED SEVEN THOUSAND FIVE HUNDRED DOLLARS (\$1,207,500) for the term of the Agreement.** All payments under this Agreement must directly support services specified in Exhibit B of this Agreement.

2. County may withhold all or part of Contractor's total payment if the Director of Children and Family Services or his designee reasonably determines that Contractor has not satisfactorily performed the services described in Exhibit B. County will consider Contractor's performance as being acceptable for the purposes of full payment if Contractor meets at least 90% of each of the targeted outcomes as outlined in Program Monitoring Exhibit D.1.b, c and g.
3. Invoices shall be sent to: Jerry Lindner, Human Services Manager, County of San Mateo, Human Services Agency, 1487 Huntington Avenue, South San Francisco, CA 94080. Payments shall be made within thirty (30) work days upon receipt of Contractor's invoice.
5. Provision of services is subject to availability of State funds and acceptable program performance. In the event that the County does not receive the adequate funding from the State, the contract may be re-negotiated and/or rescinded.
6. County will give thirty (30) days' prior written notice to Contractor of County's intent to withhold payment.
7. If County reasonably determines that circumstances warrant immediate action, County may withhold payment immediately, without the thirty (30) day waiting period, upon County's written notice with justification to Contractor.

**Exhibit C1****Daly City Peninsula Partnership - Differential Response- North  
BUDGET For Years January 2013 – December 2015**

PROGRAM EXPENSES	Jan 1 2013 – June 30, 2013	FY 2013-14	FY 2014-15	July 1, 2015 – Dec. 31, 2015
Personnel Expenses				
Salaries	144,084.20	288,168.40	288,168.40	144,084.20
Benefits	18,360.00	36,720.00	36,720.00	18,360.00
Payroll Taxes	18,730.94	37,461.89	37,461.89	18,730.94
<b>TOTAL PERSONNEL EXPENSES</b>	<b>181,175.14</b>	<b>362,350.29</b>	<b>362,350.29</b>	<b>181,175.14</b>
Operating Expenses				
Insurance		0	0	
Audit		0	0	
Rent		0	0	
Utilities	700.00	1,400.00	1,400.00	700.00
Phone	2,750.00	5,500.00	5,500.00	2,750.00
Postage	180.00	360.00	360.00	180.00
Office Supplies	1500.00	3,000.00	3,000.00	1500.00
Travel	2,967.00	5,934.00	5,031.42	2,967.00
Staff Development/Training	839.86	1,679.71	647.71	839.86
Maintenance/Repair		0	0	
Books/Publications	250.00	500.00	500.00	250.00
Printing/Publishing	375.00	750.00	750.00	375.00
Sub-contractors: Info. Systems		0	0	
Capital Expenses		0	0	
Other: Professional Service Fees	200.50	401.00	401.00	200.50
<b>TOTAL OPERATING EXPENSE</b>	<b>9,762.36</b>	<b>19,524.71</b>	<b>17,590.13</b>	<b>9,762.36</b>
Equipment/Software				
Computer Hardware/Software	250.00	500.00	2,434.58	250.00
Automobiles		0	0	
Furniture		0	0	
Rentals		0	0	
Other: Info. Systems		0	0	
<b>TOTAL EQUIPMENT EXPENSE</b>	<b>250.00</b>	<b>500.00</b>	<b>2,434.58</b>	<b>250.00</b>
Program Expenses				
A. 501c3 Administration Costs	10,062.50	20,125.00	20,125.00	10,062.50
B.		0	0	
C.		0	0	
<b>TOTAL PROGRAM EXPENSE</b>	<b>10,062.50</b>	<b>20,125.00</b>	<b>20,125.00</b>	<b>10,062.50</b>
Indirect (5%)		0	0	
Miscellaneous (specify)		0	0	
<b>TOTAL EXPENSES</b>	<b>201,250.00</b>	<b>402,500.00</b>	<b>402,500.00</b>	<b>201,250.00</b>
<b>TOTAL CONTRACT AMOUNT</b>				<b>\$1,207,500</b>

**Program Monitoring - North-Differential Response  
January 1, 2013 through December 31, 2015**

**PROGRAM MONITORING**

1. Contractor agrees to meet the following outcomes:

	<b>Outcomes</b>	<b>Six Month Goal</b>
a.	For Path 1, Contractor will make contact or attempted face-to-face with families within 10 days of MDT.  For Path 2, Contractor will contact the assigned Social Worker to schedule joint response within 24 hours of the MDT.	100%  100%
b.	Contractor will attempt at least three times (must include one home visit or face-to-face, one phone call, one letter) to schedule a face-to-face meeting with Path 1 and 2 families within 30 days of MDT. If unsuccessful in scheduling a face-to-face meeting, cases will be closed.	100%
c.	Percent of engaged families who will have a completed pre-FAST and case plan within 45 days of the MDT.	100%
d.	Percent of Path 1 families engaged in services. Engagement for Path 1 is defined as family has completed a first visit and assessment (FAST) and was provided with at least one referral or linkage to service.	50%
e.	Percent of families engaged in services. Engagement for Path 2 is defined as engaged in case management services.	70%
f.	Percent of engaged families who are connected to community resources that address identified family needs at case closing. Families can be connected by information and referral and have a clear understanding of how they can access that community resource or family can be actively engaged in community services.	95%
g.	Percent of engaged families who have completed a pre and post family assessment and have shown improvement in family functioning as shown by partial or complete attainment of service plan goals.	75%
h.	Absence of re-referrals after 30 days of initial report.	80%
i.	Absence of recurrence of maltreatment within 6 months (substantiated reports).	94%
j.	Satisfaction of parents with quality and effectiveness of services.	80%

2. Contractor will be responsible for submitting quarterly and six month narrative reports and six month financial report.

Quarterly Activity Reports are to be submitted as follows:

April 15, 2013; July 31, 2013; October 15, 2013; January 31, 2014  
April 15, 2014; July 31, 2014; October 15, 2014; January 31, 2015  
April 15, 2015; July 31, 2015; October 15, 2015; January 31, 2016

6-month reports are to be submitted as follows:

July 31, 2013; July 31, 2014; July 31, 2015

Year-end reports and year-end financial reports are to be submitted as follows:

January 31, 2014; January 31, 2015; January 31, 2016

Reports will be submitted to: Jerry Lindner, Human Services Manager, County of San Mateo, Human Services Agency, 1487 Huntington Avenue, South San Francisco, CA 94080.

3. Contractor will submit to Jerry Lindner, Human Services Manager, County of San Mateo, Human Services Agency, 1487 Huntington Avenue, South San Francisco, CA 94080, a roster of the Board of Directors and meeting dates with the six month report.
4. Contractor will submit to Jerry Lindner, Human Services Manager, County of San Mateo, Human Services Agency, 1487 Huntington Avenue, South San Francisco, CA 94080, a financial audit, as soon as it becomes available.
5. County will conduct site visit during the term of the Agreement to review all aspects of program operations and review Contractor's documentation related to case management. This site visit will be arranged in advance with Daly City Peninsula Partnership Collaborative.

**SAN MATEO COUNTY CHILDREN AND FAMILY SERVICES  
CONTRACT FOR DIFFERENTIAL RESPONSE CASE MANAGEMENT**

**DIFFERENTIAL RESPONSE – North Referral Process**

**Children & Family Services (CFS) Phone Screener:**

1. Receives calls from the public.
2. Gathers referral information including information from additional questions.
  - Screener determines if a referral should be generated, i.e. does the allegation address child maltreatment according to statutory and state operational definitions.
  - Screener determines if the child is in immediate danger.
  - Screener gathers names, locations, telephone numbers, family members, schools children attend.
  - Screener documents reporter information.
  - Screener determines if the report concerns a vulnerable population, i.e. victim child 0-5 years, substance abusing parent, homelessness, chronic neglect, special needs.
  - Screens for prior reports.
  - Screener completes Structured Decision Making (SDM)
3. Inputs referral into CWS/CMS.
4. Screener determines if referral meets DR Criteria:
  - A) Path 1- referral meets the statutory definition of maltreatment but there are no safety issues identified and the risk to the victim child age 0-5 is low. No CWS response.
5. Screener documents path decision in CWS/CMS, Special Projects and sends referral to Regional ER Supervisor for review of path designation, assignment and cross-reports to police as necessary.

**Children & Family Services Regional Emergency Response (ER) Supervisor:**

1. Receives ER referrals.
2. Reviews path assignments:
  - Reviews referral information
  - Contacts collaterals for information if appropriate
3. If it is concluded that it is a Path 2 situation, refers to the Community partner.

## **PATH 1- Community Partner Response**

*Assessment of the referral is such that there is a low risk of harm to child, but child appears safe. The family, however, may need supportive services to overcome difficult life situations or parenting challenges. The Community Partner helps this family with immediate resources including counseling, parenting classes, and emergency food assistance. Furthermore, the Community Partner continues their contact with the family on a regular basis to ensure engagement of services to resolve the problems and prevent further crisis. Families voluntarily use services.*

**ER Supervisor confirms/determines referral to be Path 1, closes the referral in CWS/CMS and releases the referral information to CARE.**

The Agency Community Liaison will receive the information via CARE and conduct a MDT to assign Path 1 referral.

- MDT will be conducted to share referral information, including historical information.
- MDT may be conducted through teleconferencing but must occur at a formal time specifically scheduled to conduct the MDT. Community Partner will obtain the information via the CARE database.

### **INITIAL CONTACT WITH THE FAMILY**

1. Community Partner receives Path 1 referral via MDT:
  - Receives referral assignments on a flow basis
  - Reviews information
  - Determines key issues to explore in initial meeting
  - Checks school records if accessible
  - Accesses referral information in CARE database
2. Community Partner calls client to set up home visit within 10 days. If unable to contact the family, Community Partner will make at least 3 attempts in 30 days which will include at least:
  - One phone call to the family
  - One visit to the home (or other face- to- face contact)
  - One letter to the family
3. If family is contacted but declines family meeting, Community Partner inputs information into database and closes the case.
4. Once contact with the client is made and appointment is set, Community Partner sees client on home visit and engages family using strength-based intervention:

- Introduces self and clarifies reason for the visit
- Reviews the referral information with the family
- Includes all family members and others living in the home in the discussion whenever possible
- Engages family in assessment process using observation and interviewing skills to gather information
- Completes Assessment Tool and enters the information into the database.
- Assessment will focus on parental capacity but if any safety or risk issues are identified, a referral is made back to the child abuse hotline (650 595-7922)

### **Case Planning and Case Management**

1. Develops case plan with family.
  - Invites family members, support persons, Community Partners to participate in the case planning as appropriate
  - Reviews the initial information received in the referral
  - Reviews the information gathered in the family assessment reflecting the family's perception of their needs
  - Establishes specific, measurable, achievable, realistic, time specific goals
  - Clarifies roles and responsibilities
  
2. Provides case management services for up to a 6 month period.
  - Refers clients to community agencies for appropriate treatment
  - ***Makes appointments and keeps records***
  - Assists in coordinating transportation to appointments, meetings and classes
  - Confers with other agencies or departments regarding needs of individual clients
  - Develops immediate solutions to emergency problems and expedites delivery of needed services if possible
  
3. Has weekly contact with the family, with face- to- face contact a minimum of twice monthly.
4. Contacts collaterals about family's progress in services.
5. Inputs info into database about family's progress in services.
6. Completes re-assessment at 90 days and prior to closing case.
7. Conducts case closure review or 90 day reassessment.
8. Completes post assessment and enters closing summary in database.

### **MANDATED REPORTER RESPONSIBILITIES**

Community Partner must report new / suspected allegations of abuse or neglect immediately to the Children & Family Services hotline 650-595-7922.

## PATH 2

*Assessment of the referral is such that there is low to moderate risk of harm to child. Staff from the Human Services Agency Children & Family Services and the Community Partner work as a team to assess the family's situation, offer supportive services, and follow-up to help the family. Families are encouraged to use services, but it is voluntary. The Social Worker closes the referral once the risk and safety assessment is completed, and then the Community Partner provides the indicated services. However, if a family situation deteriorates and child is at risk, the Community Partner will call the Children & Family Services hotline and make a new referral.*

**ER Supervisor confirms/determines referral to be Path 2 and releases the referral information into CARE. A Social Worker is assigned and a determination is made for a joint response with Community Partner staff.**

The Agency Community Liaison is notified via CARE and will conduct a MDT with the Community Partner to assign the Path 2 referral.

- MDT will be conducted to share the referral information, including historical information.
- MDT may be conducted through teleconferencing but must occur at a formal time specifically scheduled to conduct the MDT. Community Partner will obtain the information via the CARE database.

## INITIAL CONTACT WITH THE FAMILY

### **ER Social Worker:**

1. Reviews referral:
  - Confers with CalWORKS staff if case is open to them
  - Reviews and organizes information
  - Determines key issues to explore in initial meeting
  - Contacts collaterals or background screener for additional information if necessary
2. Conducts face-to face assessment in the client's home, Social Worker reviewing for risk and safety issues.
  - Introduces self and clarifies reason for the visit. Reviews the referral information with the family
  - Includes all family members and others living in the home in the discussion whenever possible
  - Engages family in assessment process using observation and interviewing skills to gather information

3. Once Social Worker determines that there are no safety threats and the risk is low to moderate the Social Worker will refer to the DR Community Worker.
4. Coordinates with Community Partner and calls client to arrange a warm hand-off, obtains permission to include Community Partner.
5. Participates in case planning meeting with family, Community Partner and collaterals.

### **COMMUNITY PARTNER:**

Community Partner receives Path 2 referral from the Agency Community Liaison following the MDT.

1. Reviews information
  - Determines key issues to explore in initial meeting with Social Worker
  - Checks school records if accessible
  - Accesses referral information in CARE database
2. Once the referral is received, the Community Partner will contact the assigned Social Worker by telephone identifying that they have received the referral within a reasonable amount of time, as agreed upon by both parties.
3. **With Social Worker, conducts face-to-face assessment in the family's home, Social Worker reviewing for risk and safety issues and Community Partner assessing for service needs.**
  - Introduces self and clarifies reason for the visit
  - Reviews the referral information with the family
  - Includes all family members and others living in the home in the discussion whenever possible
  - Engages family in assessment process using observation and interviewing skills to gather information
  - If there are risk issues, Social Worker will advise the Community Partner that the referral has become a Path 3 and Differential Response is no longer appropriate
4. If the family is not at home, a second joint home visit will be attempted
5. If the Social Worker is closing the referral, the Community Partner will at minimum facilitate:
  - One phone call to the family
  - One letter to the family
6. If there is no contact, the Community Partner will complete the assessment tool and enter the closing summary into the database
7. If family is contacted but declines family meeting, Community Partner inputs information into database and closes the case.

## **Case Planning and Case Management**

### **Community Partner:**

1. Develops case plan with family
  - Reviews the initial information received in the referral
  - Reviews the information gathered in the family assessment reflecting the family's perception of their needs
  - Establishes specific, measurable, achievable, realistic, time specific goals
  - Clarifies roles and responsibilities
  - Case manager duties may be reassigned if needed
2. Provides case management services for up to a 6 month period.
  - Refers clients to community agencies for appropriate treatment
  - Makes appointments and keeps records
  - Assists in coordinating transportation to appointments, meetings and classes
  - Confers with other agencies or departments regarding needs of individual clients
  - Develops immediate solutions to emergency problems and expedites delivery of needed services if possible
3. Has weekly contact with the family, with face- to- face contact a minimum of twice monthly.
4. Contacts collaterals about family's progress in services.
5. Inputs info in database about family's progress in services.
6. Completes re-assessment at 90 days and prior to closing case.
7. Conducts case closure review or 90 day reassessment.
8. Completes post assessment and enters the information into the database.
9. Provides closing summary in database.

### **MANDATED REPORTER RESPONSIBILITIES**

Community Partner must report new / suspected allegations of abuse or neglect immediately to the Children & Family Services hotline 650-595-7922

### **PATH 3 - Children & Family Services Immediate Response**

Assessment of the referral is such that there is a high risk of harm to the child and the child's safety may be of concern, which results in an immediate response by a social worker to assess the safety of the child. During this assessment, the social worker determines whether the child can be safely maintained in the home or if there is a need to detain the child in protective custody.

## Special Situations

Community partners may not decline any referrals. If the Community Partner has concerns about the appropriateness of the referral, a second MDT may be requested. The second MDT will be attended at a minimum by the DR Program Manager or a representative, the Intake worker, and the Liaison. If there is agreement that the referral is not appropriate for DR services, CWS will withdraw the referral.

### Non- Familial Sex Abuse

Effective 10/24/06, Non- Familial Sex Abuse referrals will not be referred for Differential Response services.

### Open Children & Family Services Referrals and Cases

Open Path 3 referrals and open child welfare cases are to be case managed by the Social Worker and are not appropriate for Differential Response

### Public Health Nursing

The PHNs attached to CFS Emergency Response units will only be involved at the request of the Social Worker. The CFS PHN case management activities will continue only as long as the referral is open. If further PHN services are required after the CFS referral is closed, the CFS PHN will initiate a PHN referral to field nursing. PHN field nurses provide case management services in homes, clinics and other sites to assist families.

### Request by Client to Review Referral

If a client requests to review a referral that was made regarding his/her child, he/she may do so after the CWS/CMS referral and investigation have been closed. The client may call the Child Welfare hotline and request an appointment. He/she will be given a scheduled appointment time to go to the appropriate Regional office to review the referral in person.

### Reopening of a Referral by Community Case Manager

If a client initially declines services but contacts the community case manager at a later date requesting services, the referral may be reopened if the request is made 30 days or less from the date the referral was declined. If the request is received more than 30 days after services were declined, the referral will not be reopened and the client will be referred to the nearest Family Resource Center.

### Sensitive Referrals in CWS/CMS

These referrals are sensitive in nature due to the persons involved therefore, all identifying information is restricted from general viewing. Should the persons involved / being reported be employees of Children & Family Services or relatives of an employee, the situation may be handled by a neighboring county. In these situations, our Differential Response partners may interface with Social Worker staff from neighboring counties.

Community case managers will act with professionalism and will respect the confidentiality of the person being referred. Community case managers are responsible for reporting these referrals to the Community Partner Program Manager as soon as they become known.

These situations must be discussed with the county DR Program Manager who will discuss with the Community Partner Program Manager.

#### Sensitive Referrals for Community Partners

These referrals are sensitive in nature due to the persons involved therefore, all identifying information is restricted from general viewing. Should the persons involved / being reported be employees of our Community Partners, relatives of an employee HSA staff co-located with the Community Partners, or otherwise known to the community case manager to which the referral is assigned, the following options are available:

1. The concept of “perceived equity” may be followed (the Community Partner Program Manager determines if any uninvolved person would assume that the referral could be handled with equity if assigned to a particular community case manager)
2. The situation may be handled by another DR contractor
3. The referral may be declined for Path 1 or 2.

Community case managers will act with professionalism and will respect the confidentiality of the person being referred. Community case managers are responsible for reporting these referrals to the Community Partner Program Manager as soon as they become known.

These situations must be discussed with the Community Partner Program Manager who will discuss with the DR Program Manager.

#### Service Extension

Community Partners may, under certain circumstances, provide services for longer than 6 months. These situations will be individually considered and approved/denied by the Community Partner Program Manager.

***Differential Response - CASE REVIEW PLAN***

1) Cases open to DR Over 6 months

Cases over 6 months\* will be reviewed at Case Review MDTs.

Community DR Partner Case Review MDT Participants	Human Services Agency Case Review MDT Participants
Must include: Program Director and/or Program Manager and/or Intake Supervisor	Must include: DR Program Manager and/or Human Services Manager I
May include: Assigned Case Manager; additional participants as designated by Program Director	May include: DR Liaison and/or CWS Contract Manager; additional participants as designated by DR Program Manager

\*using joint visit or first contact date as first day open

DR Liaisons will schedule MDTs with designated MDT participants, to take place following receipt of monthly CARE report. Community Partners will provide referral case records on all cases under review. MDTs may be held at community partner or Agency location.

2) HSA conducts Random Case Review

DR Liaisons will conduct quarterly random review of community partner referral files. DR Liaisons will select 1 referral per community case manager per quarter and will do review in person and in database.

Active referrals will be reviewed for:

- frequency of contact or contact attempts
- case plan if family has been engaged applicable
- evidence of services offered if family has been engaged
- evidence of service needs met if family has been engaged
- presence of pre- assessment if family has been engaged

Closed referrals will be reviewed for:

Engaged:

- frequency of contact
- case plan
- evidence of services offered
- evidence of service needs met, case plan completion
- presence of pre- and post- assessment
- increase/decrease/no change in assessment scores

Not Engaged:

- frequency of contacts or contact attempts
- appropriate closure reason

DR Liaisons will coordinate with community partner Intake Supervisor or schedule available dates and times for in person random reviews with community partner Program Manager or designee. Community partner will be given at least one week notice to prepare (pull cases) for case review. DR Liaison will complete approved DR Case Review Form when conducting reviews.

Exhibit F

**(Required only from Contractors who provide services directly to the Public on the County's behalf.)**

**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.

Pat Bohm

Name of 504 Person - Type or Print

Daly City Peninsula Partnership Collaborative

Name of Contractor(s)-Type or Print

725 Price Street

Street Address or P.O. Box

Daly City, CA 94014

City, State, Zip Code

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

1-23-2013

Date

Pat Bohm

Signature and Title of Executive Director  
Authorized Official

\*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 G**

**County of San Mateo  
Contractor's Declaration Form**

**I. CONTRACTOR INFORMATION**

Contractor Name:	Daly City Peninsula Partnership Collaborative	Phone:	415-294-2635
Contact Person:	Pat Bohm	Fax:	650-992-3030
Address:	725 Price Street Daly City, CA 94015		

**II. EQUAL BENEFITS (check one or more boxes)**

Contractors with contracts in excess of \$5,000 must treat spouses and domestic partners equally as to employee benefits.

- Contractor complies with the County's Equal Benefits Ordinance by:
  - offering equal benefits to employees with spouses and employees with domestic partners.
  - offering a cash equivalent payment to eligible employees in lieu of equal benefits.
- Contractor does not comply with the County's Equal Benefits Ordinance.
- Contractor is exempt from this requirement because:
  - Contractor has no employees, does not provide benefits to employees' spouses, or the contract is for \$5,000 or less.
  - Contractor is a party to a collective bargaining agreement that began on \_\_\_\_\_ (date) and expires on \_\_\_\_\_ (date), and intends to offer equal benefits when said agreement expires.

**III. NON-DISCRIMINATION (check appropriate box)**

- Finding(s) of discrimination have been issued against Contractor within the past year by the Equal Employment Opportunity Commission, Fair Employment and Housing Commission, or other investigative entity. Please see attached sheet of paper explaining the outcome(s) or remedy for the discrimination.
- No finding of discrimination has been issued in the past year against the Contractor by the Equal Employment Opportunity Commission, Fair Employment and Housing Commission, or any other entity.

**IV. EMPLOYEE JURY SERVICE (check one or more boxes)**

Contractors with original or amended contracts in excess of \$100,000 must have and adhere to a written policy that provides its employees living in San Mateo County up to five days regular pay for actual jury service in the County.

- Contractor complies with the County's Employee Jury Service Ordinance.
- Contractor does not comply with the County's Employee Jury Service Ordinance.
- Contractor is exempt from this requirement because:
  - the contract is for \$100,000 or less.
  - Contractor is a party to a collective bargaining agreement that began on \_\_\_\_\_ (date) and expires on \_\_\_\_\_ (date), and intends to comply when the collective bargaining agreement expires.

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.

Pat Bohm  
Signature

Pat. Bohm  
Name

1-23-2013  
Date

Executive Director  
Title

**Exhibit H**

**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 I

**FINGERPRINTING CERTIFICATION FORM**

**Agreement with Daly City Partnership**

**For**

**Difference Response – Northern Region**

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 contractor's employees, assignees and subcontractors or volunteers have contact in accordance with Paragraph 9, Child Abuse Prevention and Reporting, of this Agreement



Name (Signature)

Executive Director

Title

1-23-2013

Date





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



**Date:** January 10, 2013  
**Board Meeting Date:** February 12, 2013  
**Special Notice / Hearing:** None  
**Vote Required:** Majority

**To:** Honorable Board of Supervisors

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

**Subject:** Coastal Trail Improvement Project – Fitzgerald Marine Reserve - Moss Beach (Project No. P22D3, Project File No. E4873000)

**RECOMMENDATION:**

Adopt a Resolution:

- A) Increasing the Public Works and Parks Director's authority to execute change orders (contract amendments) to the contract with Half Moon Bay Paving and Grading, Inc. to increase the not to exceed amount of \$441,854 by an additional \$31,920, to a new not to exceed amount of \$473,774, to allow for payment of unanticipated project costs related to the Fitzgerald Marine Reserve Coastal Trail and Bridge Project; and
- B) Authorizing the Director of Public Works and Parks to execute subsequent change orders to grant time extensions for project completion in order to complete the remaining portion of the Coastal Trail Improvement Project – Fitzgerald Marine Reserve - Moss Beach.

**BACKGROUND:**

On June 5, 2012 your Board adopted Resolution No. 071987, which adopted plans and specifications, including conformance with prevailing wage scale requirements and calling for sealed bids for the Coastal Trail Improvement Project – Fitzgerald Marine Reserve - Moss Beach (Project). The Department received eight bids on July 3, 2012 and based on the lengthy and comprehensive review, a contractor was selected.

On July 24, 2012, your Board adopted Resolution No. 072100, which awarded and authorized execution of a construction contract for the Project with Half Moon Bay Grading and Paving, Inc. for \$401,685.52 and authorized the Director of Public Works and Parks to execute contract change orders in an amount not to exceed \$40,168.48. The total not to exceed amount of this contact was \$441,774.

## **DISCUSSION:**

Unexpected conditions led to a determination that the original not to exceed amount would not be sufficient to complete this Project. Contract Change Order No. 1 for \$39,824.62 left \$343.86 of the previously approved contingency funding, and was for extra work performed by the contractor to reconfigure the trail surface; provide labor, material and equipment cost for the removal and reinstallation of approximately one-inch of the existing aggregate base rock; stockpile material; recompact subgrade; place “gravel pave;” and install and compact approximately one-inch decomposed granite on top of the gravel pave. Other unexpected conditions resulted in additional costs greater than the balance of the contingency funding, including:

1. An unanticipated collapsed culvert was discovered during the trail construction. The trail surface will need to be raised and re-graded and two new sixty-foot drain pipes installed. The additional cost for this work is \$19,041.00.
2. Unexpected heavy and continuous rains in December 2012 resulted in the need for site controls and construction site monitoring greater than what was originally anticipated, including Stormwater Protection Program measures and erosion controls. The additional cost of these measures is \$4,000.38.
3. Unanticipated additional work on the bridge abutment wall was needed in preparation of the placement of the bridge. This additional cost is \$1,837.56.
4. Additional wildlife monitoring and related reporting costs were incurred during non-working days due to rain. This additional cost is \$4,783.85.
5. Additional unanticipated labor at overtime rates and equipment to install trail surfacing

The Department recommends that the Board consider these unanticipated conditions and approve increasing the Director’s authority to execute change orders in an additional amount of \$31,920 and also authorize the Director to grant time extensions to facilitate completion of the Project.

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

Approval of this action contributes to the Shared Vision 2025 outcome of an Environmentally Conscious Community by creating additional one-quarter mile of accessible recreational and educational opportunities.

## **FISCAL IMPACT:**

The recommended increase of the not to exceed amount of the contract by \$31,920 to \$473,774 will allow for payment to the Contractor for the above-described expenditures. There is sufficient funding in the Parks Acquisition and Development Fund in the form of grant funding to support this increase.

There is no impact to the General Fund.

**RESOLUTION NO. \_\_\_\_\_**

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

**\* \* \* \* \***

**RESOLUTION:**

- A) INCREASING THE PUBLIC WORKS AND PARKS DIRECTOR'S AUTHORITY TO EXECUTE CHANGE ORDERS (CONTRACT AMENDMENTS) TO THE CONTRACT WITH HALF MOON BAY PAVING AND GRADING, INC. TO INCREASE THE NOT TO EXCEED AMOUNT OF \$441,854 BY AN ADDITIONAL \$31,920, TO A NEW NOT TO EXCEED AMOUNT OF \$473,774, TO ALLOW FOR PAYMENT OF UNANTICIPATED PROJECT COSTS RELATED TO THE FITZGERALD MARINE RESERVE COASTAL TRAIL AND BRIDGE PROJECT; AND**
- B) AUTHORIZING THE DIRECTOR OF PUBLIC WORKS AND PARKS TO EXECUTE SUBSEQUENT CHANGE ORDERS TO GRANT TIME EXTENSIONS FOR PROJECT COMPLETION IN ORDER TO COMPLETE THE REMAINING PORTION OF THE COASTAL TRAIL IMPROVEMENT PROJECT – FITZGERALD MARINE RESERVE - MOSS BEACH**

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

**WHEREAS**, this Board of Supervisors did, on June 5, 2012, adopt Resolution No. 071987, which adopted the plans and specifications, including conformance with prevailing wage scale requirements and calling for sealed proposals for the Coastal Trail Improvement Project – Fitzgerald Marine Reserve - Moss Beach (Project); and

**WHEREAS**, this Board of Supervisors on July 24, 2012 adopted Resolution No. 072100, which awarded and authorized execution of a construction contract for the Project with Half Moon Bay Grading and Paving, Inc. with a not to exceed amount of \$441,774, which included a contract in the amount of \$401,685.52, and granted the Director of Public Works and Parks authority to execute change orders (contract

amendments) in an amount not to exceed \$40,168.48; and

**WHEREAS**, unanticipated site conditions during construction required a change in project scope; and

**WHEREAS**, the additional construction cost required to complete the remaining portion of the Project affected by unanticipated site conditions and unseasonably rainy weather conditions by Half Moon Bay Grading and Paving, Inc. is estimated to be \$31,920; and

**WHEREAS**, an increase in the contract amount of \$31,920 is required to pay for the cost of this change in scope and additional work associated with Project; and

**WHEREAS**, extending the contract with Half Moon Bay Grading and Paving, Inc. for an additional three months will allow for expediting the completion of the remaining portion of the Fitzgerald Marine Reserve Coastal Trail and Bridge Project and ensure consistency of construction methods; and

**WHEREAS**, the Board has considered and concurs with the recommendation of the Director of Public Works and Parks.

**NOW THEREFORE, IT IS HEREBY DETERMINED AND ORDERED** that:

1. The Director of Public Works and Parks' authority to execute change orders (contract amendments) to the contract with Half Moon Bay Grading and Paving, Inc. is hereby increased by an additional \$31,920.00, to a new not to exceed amount of \$473,774, to allow for payment of unanticipated project costs related to the Fitzgerald Marine Reserve Coastal Trail and Bridge Project.
  
2. The Director of Public Works and Parks is hereby authorized to execute change orders related to said work for time extensions to complete the remaining portion of the Project.

\* \* \* \* \*



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



**Date:** January 8, 2013  
**Board Meeting Date:** February 12, 2013  
**Special Notice / Hearing:** None  
**Vote Required:** Majority

**To:** Honorable Board of Supervisors  
**From:** Greg Munks, Sheriff  
**Subject:** Technical Services Unit staffing

**RECOMMENDATION:**

Introduction of an ordinance amending the Master Salary Ordinance to add one (1) Information Technology Supervisor position in the Sheriff's Office and waiver of reading the ordinance in its entirety.

**BACKGROUND:**

The Technical Services Unit is a work unit within the Support Services Division of the Sheriff's Office. The Technical Services Unit provides information technology support for the approximately 650 staff in the Sheriff's Office. Information technology support services provided by the Technical Services Unit range from information technology infrastructure support to mission-critical application support. The Technical Services Unit is also responsible for providing project oversight for Sheriff's Office information technology projects. In early FY 2011-12, the Technical Services Unit experienced significant attrition resulting in a 40% decrease in staffing. The Sheriff's Office has merged with three police departments over the past 24 months, San Carlos, Millbrae, and Half Moon Bay, resulting in additional support responsibilities for the Technical Services Unit.

**DISCUSSION:**

To maintain information technology service levels and to effectively manage information technology projects, the Sheriff's Office is developing a new staffing model for the Technical Services Unit. With your Board's support, the Sheriff's Office would like to convert an existing Senior Information Technology Analyst vacancy to an Information Technology Supervisor position. This frontline supervisor will be responsible for providing operational support for the Technical Services Unit staff as well as information technology project management services. Currently, the Technical Services Unit is coordinating several information technology projects to include the installation of a new Records Management System as well as a new Jail Management System. This new

Information Technology Supervisor will help the Technical Services Unit manage both daily, operational responsibilities as well as information technology project responsibilities.

The ordinance has been reviewed and approved by County Counsel as to form.

This ordinance contributes to the Shared Vision 2025 outcome of a Healthy Community by ensuring that information technology projects are completed in an effective and expeditious manner that will help safeguard the integrity of the programs used for the benefit of public safety.

**PERFORMANCE MEASURE:**

<b>Measure</b>	<b>FY 2011-12 Actual</b>	<b>FY 2012-13 Projected</b>
Number of Sheriff's Office information technology projects completed on time and meeting original project goals	N/A	10

This is a new measure; therefore no data is available for FY 2011-12.

**FISCAL IMPACT:**

This is the conversion of one vacant Senior Information Technology Analyst position to an Information Technology Supervisor position. This action represents an annual salary and benefits cost of \$9,060 based on filling the position at Step 3 of the salary range. There is no change in the total number of authorized positions. In FY 2012-13, this additional cost will be funded through salary savings. In FY 2013-14 and beyond, the position will be funded through a re-allocation of current resources.

**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 30000 SHERIFF'S OFFICE

1. Item V234, Senior Information Technology Analyst is decreased by 1 position for a new total of 1 position.
2. Item V240, Information Technology Supervisor 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.

\* \* \* \* \*

